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MASTER AGREEMENT

Between

The Riverside Local School District Board of Education

And the

United Riverside Education Association

Effective July 1, 2013 through June 30, 2016

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ARTICLE 1 – RECOGNITION

A. The Riverside Board of Education recognizes the United Riverside Education Association (UREA), associated with the OEA and NEA, as the sole and exclusive bargaining representative for a bargaining unit, which shall include all certificated/licensed personnel: teachers, counselors, librarians, and nurses, and half time teachers teaching a minimum of 3.5 hours per day or the equivalent.

B. Excluded from the bargaining unit are the administrators and the activities administrator if the activities administrator is a full time position.

C. The initial recognition was granted by the State Employment Relations Board (SERB) on January 18, 1985.

ARTICLE 2 – ASSOCIATION RIGHTS

A. Representatives of the Association may make announcements during faculty meetings.

B. Representatives of the Association may make announcements on all school building systems, before or after the student day, regarding meeting times and locations, and reminders of Association deadlines.

C. The Association shall have access to the Board Policy Book on the District's website.

D. The Association President shall be sent copies of the agenda, minutes, and any other attachments for each board meeting prior to that meeting.

E. The Association shall be granted the right to use teacher mailboxes for any and all communications. No other teacher union shall be given this right.

F. Association representatives may meet with employees during the workday, providing the visit does not interfere with class instruction.

G. The Association shall be granted, at no cost, the right to use the district's facilities to conduct Association business at reasonable times.

H. The Association shall receive free copies of the financial reports of the district.

I. The Association shall be given time on the first teacher day of each new school year for the purpose of making appropriate Association announcements.

J. The Association shall have the use of bulletin boards in all employee workrooms and lounges, the use of the PA system to make necessary announcements, and the right to make Association statements at Staff/Faculty Meetings, and be provided time at each regular Board Meeting to address the Board.

K. The Association shall be granted paid leave in the total amount of three (3) days to represent teacher interests. The Association President shall notify the Superintendent three (3) days in advance of the person/s who will be using Association Leave and the date/s on which it will be taken.

L. Any employee elected to serve in a State (OEA) or National (NEA) office shall be given an unpaid leave of absence with no loss of seniority. Upon returning to the district, the employee shall be placed into a similar position to that they held prior to the leave and will be placed on the appropriate pay level they should receive based on their experience and educational background.

M. The Association shall be provided bulletin board space in a place readily accessible to and normally frequented by all teachers in the District for posting official notices and other official materials relating to Association activities.

ARTICLE 3 – MANAGEMENT RIGHTS

The Riverside Local School's Board of Education reserves the following right to:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Riverside School District, standards of service except as those contained in this agreement, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of the operation of the Riverside Local School District;

D. Determine the overall methods, process, means, or personnel by which the Riverside Local School District's operations are to be conducted;

E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees in accordance with this agreement;

F. Determine adequacy of the workforce;

G. Determine the overall mission of the Riverside Local School District as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the Riverside Local School District as a governmental unit;

J. Adjust the school day/schedule with Association approval.

O.R.C. 4117.08 (c)

ARTICLE 4 - LABOR MANAGEMENT COMMITTEE

A. Each year, the Association President will appoint three (3) teachers to serve on an Association/Administration Council with the building principals and the Superintendent. This Council will meet as needed to discuss concerns the teachers or administration may have. This Council will not consider items relating to grievances or negotiations. Minutes shall be made and distributed at the conclusion of each meeting and posted in the teachers' workrooms.

ARTICLE 5 – MAINTENANCE OF STANDARDS

A. All conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this Contract is signed, provided that such conditions shall be improved for the benefit of employees as required by the express provision of this Contract. This Contract shall not be interpreted or applied to deprive employees of advantages heretofore enjoyed unless otherwise expressly stated herein.

ARTICLE 6 – NON-DISCRIMINATION PLEDGE

A. There will be no discrimination, restraint, or coercion by either the Board or the Association, or by an agent or representatives of either party, against any employee.

B. The Board shall not discriminate against any employee with regard to handicap, race, color, creed, ancestry, national origin, sex, religion, marital status, age, political affiliations or opinions.

C. All provisions of the contract, board policy, and any building policies shall be uniformly applied and administered for all employees of the bargaining unit.

D. The Board and the Association recognize that a teacher has the right and responsibility to study, investigate, present and interpret, and to generally discuss all relevant facts and ideas in the field of the teacher's professional competence.

E. As a professional, the teacher shall strive to maintain a spirit of free inquiry, open-mindedness and impartiality in his/her classroom.

ARTICLE 7 – EMPLOYMENT CONTRACT

A. In accordance with law and for the mutual protection of the district and the employee, every teacher shall be required to enter a written employment contract.

B. Each employment contract shall include; the term for which employment is contracted, including beginning and ending dates; the salary at which the person is employed; such other matters as may be necessary to a full and complete understanding of the contract, including a job description. Teacher's who shall perform duties in addition to regular teaching duties and receives additional compensation, shall enter a limited supplemental contract.

C. No teacher shall terminate his/her contract after July 10, and before termination of the next succeeding annual session, without Board approval.

R.C.3319.08, 3319.11, 3319.15

D. Sequence of contracts: Teachers holding provisional certificates/licenses shall be granted limited contracts as follows:

1. All beginning teachers shall be granted a limited contract with a duration of one (1) year.

2. All teachers who have successfully completed two (2) limited contracts with a duration of one (1) year each shall be recommended for a limited contract with a duration of two (2) years.

3. All teachers who have successfully completed one (1) limited contract with a duration of two (2) years shall be recommended for a limited contract with a duration of three (3) years.

4. An experienced teacher new to the system who shows evidence of successful evaluations may be recommended for a contract of three (3) years at the completion of the initial one-year contract.

5. All teachers who have successfully completed a limited contract with a duration of three (3) years shall be recommended for a limited contract with a duration of five (5) years.

6. All teachers who have successfully completed a limited contract with a duration of five (5) years shall be recommended for a continuing contract, pending proper certification as required by the Ohio Department of Education. However, if ODE continuing contract requirements have not been met, then such employee will be granted additional five (5) year contracts or in accordance with RC 3319.11 a one (1) year probationary contract may be issued.

7. A teacher who is currently serving under a multi-year contract with the Riverside Local Board of Education may apply in writing once during the term of a multi-year contract, to the Superintendent requesting the conversion of their limited contract to a continuing contract, as provided for in O.R.C. 3319.11, provided: (1) the employee has met criteria as set forth within applicable sections of Board of Education Policies and State Law, and (2) the necessary evaluations have been completed for the application year.

   Notification must be given to the Superintendent prior to September 1 of the school year wishes to be evaluated for a continuing contract.

   If the Board of Education chooses not to award a continuing contract to a teacher who makes application under this provision, then the teacher may: (1) be non-renewed or (2) granted a one (1) year extended limited contract with reasons directed at the teacher's professional improvement under the procedures described in the Ohio Revised Code. Any teacher who files under provisions of this Article waives their right to employment under the remaining years of the limited contract.

ARTICLE 8 – SALARY NOTIFICATION

A. A written salary notification will be issued to all certified employees no later than June 30. Said notification shall include the following:

1. Type of contract (limited or continuing)
2. Teacher's name
3. School years
4. Number of pay periods
5. Years of teaching experience
6. Salary category
7. Exact annual salary

ARTICLE 9 – EQUAL EMPLOYMENT OPPORTUNITY

A. The Board guarantees fair treatment of applicants and employees in all categories of employment in this district, and in all aspects of personnel administration, regardless of race, color, sex, creed, national origin, age or physical handicap.

B. In order to achieve the aforesaid goal, the Board directs the Superintendent to continually evaluate employment practices to insure that equal opportunities are available to everyone in the operations of the district school.

R.C. 4112.02

ARTICLE 10 – FREEDOM OF SPEECH IN NON-INSTRUCTIONAL SETTINGS

A. The Board acknowledges the right of its employees, as citizens in a democratic society, to speak out on issues of public concern. When those issues are related to the school system, however, the employee's expression must be balanced against the interests of this district.

B. The following guidelines are adopted by the Board to help clarify and, therefore, avoid situations in which the employee's expression could conflict with the district's interests. In situations in which the teacher is not engaged in the performance of professional duties, he/she should not discuss with others any individual(s) with whom he/she would normally be in daily contact in the performance of duties, in order to avoid disruption of cooperative staff relationships; not make abusive or personally defamatory comments about co-workers, administrators, or officials of the district; not make threats against workers, supervisors, or district officials. Violations of these guidelines may result in disciplinary action up to and including termination.

R.C. 3313.20

ARTICLE 11 – ASSIGNMENT AND TRANSFER

A. The Superintendent shall assign professional personnel when such assignments involve a transfer from under the supervision of one principal to another. All other transfers shall be approved by the Superintendent in accordance with this provision.

B. Assignments and transfers shall not be used in a punitive manner. The appropriate placement of a qualified and competent staff is essential to the successful functioning of the district, and from time to time transfers of employees may need to occur to maintain educational benefits.

C. The Superintendent shall provide for a system of voluntary transfers in which vacancies shall be publicized to all employees. Vacancies shall be defined as openings due to a transfer, RIF, non-renewal, termination, resignation or death of an employee. Preference will be given to intra-district transfers over new employees; the wishes of the employee who voluntarily requests reassignment or transfer shall be honored to the extent that the transfer does not conflict with the instructional requirements and welfare of the school district. These vacancies shall be posted at the teacher mailbox area, on the Riverside District News (school webpage), and a copy sent to the Association President within three (3) calendar days of posting the position.

D. The Superintendent shall, in considering any transfer voluntary or involuntary, base a decision on: State requirements for highly qualified teachers; the need to balance various teacher skills among the schools; changing pupil population within the proposed assignment; the employee's background and preparation for the position; the employee's success in former positions; the employee's attitude toward change; the employee's desire for professional growth; the employee's length of service in the district and in the position presently held; the recommendation of the employee's administrative supervisors; and the administrative and operational efficiency advanced by the proposed assignment. When two or more candidates are equal in all other areas, length of service in the district should be used as a final, tie-breaking factor for determining the recipient of a requested transfer (most senior person to be selected for transfer) or for determining the teacher to be moved in an involuntary transfer (least senior person to be selected for transfer). Employees may not transfer duties from one position to another nor may one employee perform the duties of another employee except that such transfers which are temporary and for good cause may be approved by the building principal. A voluntary or involuntary transferee must have proper certification.

E. The Superintendent or the superintendent's designee will hold a conference with any teacher to be transferred involuntarily or any teacher that is denied a voluntary transfer prior to finalizing the decision to explain the rationale for the decision.

F. Teachers will be notified of their teaching assignment for the following school year by June 30.

R.C. 3319.01

ARTICLE 12 – POLITICAL ACTIVITIES OF STAFF

A. The Board recognizes and encourages the right of its employees, as citizens, to engage in political activity. However, the Board also recognizes that school property and school time, paid for by all the people, may not be used for political purposes.

B. The Board adopts the following guidelines for those staff members who intend to engage in political activities upon property under the jurisdiction of the Board: political circulars or petitions may not be posted or distributed in school; the collection of and/or the solicitation for campaign funds or campaign workers is prohibited on school property. The use of pupils for writing or addressing political materials or the distribution of such materials to pupils is forbidden. The display of any materials that would promote the candidacy of any candidate in a facility of this district used as a polling place on an officially declared election day is prohibited.

C. Board employees who hold elective or appointive office are not entitled to time off their school duties for reasons incident to such office, except as such time may qualify under the leave policies of the Board.

D. Employees who absent themselves from assigned duties without permission may be deemed insubordinate and penalized accordingly.

E. The following situations are exempt from the prohibitions of this policy: The discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, such as history, current events, and political science; the conduct of student elections and campaigning connected therewith; and the conduct of employee representative elections.

F. Violations of any of the foregoing rules shall, at the discretion of the Board, constitute cause for reprimand, penalty, or dismissal.

R.C. 3313.20

ARTICLE 13 – RESIDENT EDUCATOR

If at any time the County Office (ESC) is unable to continue to operate the resident educator program, negotiations will reopen on this issue only, so long as the resident educator program is still a state requirement.

ARTICLE 14 – PROFESSIONAL COMPENSATION

A. Annual salaries shall be paid in twenty-four (24) equal installments. These payments shall be made as follows:

1. Payments will be made on the 5th and 20th of every month.

2. Unless otherwise required by law, pay deductions requested by the employee will be made in the following manner:

   a. 1st pay of month – 50% of insurance, 50% of Association dues, (all) Annuities
   b. 2nd pay of month – 50% of insurance, 50% of Association dues
   c. 1st and 2nd pay of month – Credit Union

3. The Board of Education shall provide for the electronic deposit of payroll checks for employees. Prior to October 1, all employees must notify the Treasurer in writing, and on the appropriate form, which financial institution(s) and account(s) are to be used for depositing the employee's regular paycheck.

   a. No administrative costs will be charged by the Board for electronic deposit.

4. Any employee who holds a supplemental contract (listed on pg. 22) will be paid in one lump sum after the conclusion of the activity listed in the supplemental contract. These payments will be made by a separate payroll on the final Friday of October, February, or May. A check for payment may be written prior to the conclusion of the activity at the mutual agreement of the Treasurer and the holder of the contract; however, this check will not be released until the conclusion of the listed activity.

B. Salary Placement:

1. Salary placement for all teachers shall be in accordance with their education, teaching experience, and military service. Experience shall be determined as follows:

   a. Military service up to five (5) years.

   b. All individuals newly hired by the Board into positions included in Article 1, shall be granted all experience up to and including ten years accumulated in an accredited Ohio public school district. Such individuals shall be placed in the appropriate step (up to and including ten years) and column which reflects their experience and educational level.

2. Salary adjustments for additional training will be made upon presentation of documentation of additional training to the Board Treasurer. The teacher must notify the Board Treasurer of additional credit hours earned no later than August 15 of the effective school year, with documentation in the form of a grade sheet or transcript from the college or university provided no later than October 1.

   a. Three (3) quarter hours shall equal two (2) semester hours.

   b. One hundred and twenty (120) days teaching is considered one year for experience credit.

ARTICLE 15 – TEACHER DAYS ON DUTY AND WORK PERIODS

A. Teachers Days on Duty

1. The total number of teacher days on duty will be as follows: 184 days which include 180 days of instruction; 2 of which may be used for parent-teacher conferences; 2 in-service days; and 2 work days.

B. Teacher Day

1. The periods of work required of the professional staff shall clearly be specified to insure the smooth and regular operation of the school district.

2. All employees are obligated to report regularly for the performance of their duties except as authorized by these policies. During a period of authorized absence, partial or full compensation may be paid within the limitations of these policies and the laws governing such absences.

3. The Superintendent shall apply uniformly through the schools of this district, except as otherwise specified in this policy, the following work periods for professional personnel:

   a. The length of a teacher's day shall be seven (7) hours and thirty (30) minutes. This 7 ½ hour period shall be continuous. Building or district staff meetings shall not be counted in computing a teacher day. A teacher may be required on occasion, to exceed this limit because of extra-curricular activities related to the discipline which they teach.

   b. Parent-Teacher conferences may be held each year after school hours. The school calendar will be reduced by one day for each 7 ½ hours of parent-teacher time worked after the regular school day.

   c. All teaching staff members are expected to attend a monthly faculty meeting that will end no later than 3:15 pm. In cases of excused attendance, the faculty member is to schedule an appointment with the principal for the following day to discuss those topics covered during the faculty meeting.

C. Planning and Conference Time

1. Elementary teachers shall have a weekly minimum preparation time of 200 minutes, and a minimum daily planning time of thirty (30) minutes.

2. Secondary teachers shall have one (1) full period per day for preparation and conference.

D. Non-Instructional Duties

1. Regular classroom teachers shall not perform or be required to perform any lunchtime recess duties.

2. Teachers shall not be required to perform non-instructional duties after the 7½ hour school day.

3. A teacher will be granted at least thirty (30) minutes consecutive for lunch each school day. No school activity shall be required during this period.

E. Instructional Environment

1. The administration will endeavor to maintain equitable class size and teacher workload by reviewing both teacher and student schedules from time to time.

F. Calamity Day/Emergency Closings

1. Any day schools are closed by the Administration due to snow, inclement weather, or other emergency, employees shall not be required to report to their buildings.

2. In the event of a delay or closing, employees shall be notified as early as possible by telephone.

3. If a three (3) hour delay will prevent the use of a calamity day, the superintendent may delay the start of school by three (3) hours. The school day will then be extended by one (1) hour to meet the minimum school day as defined by the O.R.C.

4. Should schools be closed during an approved leave day or holiday for the employee, said employee shall not be charged with the leave day.

G. Any major increase in the teacher's workload in terms of teaching or record keeping must be proposed by the administration and accepted by the United Riverside Education Association prior to implementation.

ARTICLE 16 – SALARY SCHEDULES

RIVERSIDE LOCAL SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE 2013-14
(Salary Freeze – 0%)
EFFECTIVE 7-1-13

STEPS	BA	5Y	M	M+15
0	29,501	30,711	32,422	32,658
	1.0000	1.0410	1.0990	1.1070
1	30,623	31,980	33,838	34,222
	1.0380	1.0840	1.1470	1.1600
2	31,744	33,248	35,254	35,785
	1.0760	1.1270	1.1950	1.2130
3	32,865	34,517	36,700	37,349
	1.1140	1.1700	1.2440	1.2660
4	33,986	35,785	38,145	38,942
	1.1520	1.2130	1.2930	1.3200
5	35,107	37,054	39,591	40,535
	1.1900	1.2560	1.3420	1.3740
6	36,228	38,322	41,037	42,128
	1.2280	1.2990	1.3910	1.4280
7	37,349	39,620	42,482	43,721
	1.2660	1.3430	1.4400	1.4820
8	38,470	40,919	43,928	45,314
	1.3040	1.3870	1.4890	1.5360
9	39,620	42,217	45,373	46,907
	1.3430	1.4310	1.5380	1.5900
10	40,771	43,515	46,819	48,500
	1.3820	1.4750	1.5870	1.6440
11	41,922	44,813	48,264	50,093
	1.4210	1.5190	1.6360	1.6980
12	43,072	46,111	49,710	51,687
	1.4600	1.5630	1.6850	1.7520
13	44,223	47,409	51,156	53,280
	1.4990	1.6070	1.7340	1.8060
14	45,373	48,707	52,601	54,873
	1.5380	1.6510	1.7830	1.8600
15	46,524	50,005	54,047	56,407
	1.5770	1.6950	1.8320	1.9120
16	47,674	51,303	55,522	58,000
	1.6160	1.7390	1.8820	1.9660
20	48,854	52,716	56,814	59,522
	1.6560	1.7869	1.9259	2.0176
25	50,034	54,129	58,106	61,044
	1.6960	1.8348	1.9696	2.0692
27	51,285	55,482	59,559	62,570
	1.7384	1.88067	2.01884	2.12093

For school year 2013-14 only, teachers in years 17, 18, 19, 21, 22, 23, 24, and 26 years of experience on the salary schedule shall receive a one-time lump sum payment of five hundred dollars ($500) payable in a separate check no later than November 30, 2013.

SUPPLEMENTAL SALARY SCHEDULE 2013-14

EFFECTIVE 7-1-10

BASE	STEPS = 5% INCREMENTS			
$29,501	0	1	2	3
%				
1	295	310	325	342
2	590	620	650	683
3	885	929	976	1,025
3.5	1,033	1,084	1,138	1,195
4	1,180	1,239	1,301	1,366
5	1,475	1,549	1,626	1,708
5.5	1,623	1,704	1,789	1,878
6	1,770	1,859	1,951	2,049
6.5	1,918	2,013	2,114	2,220
7	2,065	2,168	2,277	2,391
7.5	2,213	2,323	2,439	2,561
8	2,360	2,478	2,602	2,732
8.5	2,508	2,633	2,765	2,903
9.5	2,803	2,943	3,090	3,244
12.5	3,688	3,872	4,066	4,269
15.5	4,573	4,801	5,041	5,293

Coaches

Varsity Football	12.5	8th Grade Boys Basketball	6
JV Football (1)	8.5	7th Grade Boys Basketball	6
Assistant Football (2)	8.5	Varsity/JV Boys Basketball Cheer	6
Varsity Football Cheer	5	Jr. High Boys Basketball Cheer	4
Head Jr. High Football	7	Varsity Girls Basketball	12.5
Assistant Jr. High Football	6	JV Girls Basketball	8.5
Jr. High Football Cheer	4	Freshman Girls Basketball	6.5
Weightlifting	3.5	8th Grade Girls Basketball	6
Varsity Volleyball	9.5	7th Grades Girls Basketball	6
JV Volleyball	6.5	Varsity Baseball	9.5
8th Grade Volleyball	5	JV Baseball	6.5
7th Grade Volleyball	5	Varsity Softball	9.5
Varsity Golf	9.5	JV Softball	6.5
JV Golf	5	Varsity Boys Track	9.5
Varsity Boys Basketball	12.5	Varsity Girls Track	9.5
JV Boys Basketball	8.5	Jr. High Boys Track	5
Freshman Boys Basketball	6.5	Jr. High Girls Track	5

Advisors

Junior Class (2)	2	SADD	2
Senior Class (2)	2	Yearbook	5
HS Student Council	4	Pep Band/Jazz Band	3
JH Student Council	3	Marching/Concert Band	6
Elem. Student Council	2	Marching Band Assistant	5
MS/HS Science Fair	2	Solo/Ensemble Instrumental	2
4th Grade Science Fair	1	HS Choir	2
NHS	2	Solo/Ensemble Vocal	2
Senior Play	2	Elementary Music K-4	1
School Play	2	MS Music 5-8	1
Radio/Broadcasting-1st semester	4		
Radio/Broadcasting-2nd semester	4		

RPDC - $600 yearly lump sum stipend

Athletic Director - $10,000 yearly lump sum stipend (paid in three installments) and release time within the school day, as mutually agreed upon with the administration.

ARTICLE 17 – SUPPLEMENTAL CONTRACTS

A. Experience in a supplemental position will be determined by prior years spent with that activity regardless of level. For these purposes, the different activities recognized are; basketball, baseball, softball, track and cross-country, volleyball, football, cheerleading, music, dramatics, and publications.

B. All supplemental contracts are considered non-renewed at the end of the school year. Anyone holding a supplemental contract must be evaluated upon receiving a written request from a supplemental contract holder or, at the initiative of the administrator. This evaluation must allow a rebuttal in writing to be attached to it. For these purposes, examples of the immediate supervisor include for coaching and cheerleading positions is the athletic director and the applicable building principal for the other positions.

C. This evaluation is to be developed by the parties involved, approved by them, and attached to this contract. While the evaluation is not binding on the Board it can be referred to by all parties and should be referred to when necessary.

D. All Thursday/Saturday School Monitor supplemental contracts will be paid in a "special pay" in December and in June.

E. All Summer school supplemental contracts will be paid in a "special pay" as a separate check in August.

F. All supplemental contracts will be posted internally on/at the teacher mailbox area, on the Riverside District News (school webpage), and a copy sent to the Association President within three (3) calendar days of posting the position.

ARTICLE 18 – INSURANCE

A. The Board will provide and pay for 80% of the group insurance, with a cap of 12% per year, for the full time employees of this district. It is the Board's responsibility to select the insurance carrier as long as the schedule of benefits is not less than current insurance coverage.

B. It is agreed by the Association and the Board to accept specifications of the insurance plans outlined in Addendum G of this agreement. Addendum G shall be updated annually.

C. Participation in the plan is optional. Part-time employees shall also be eligible for participation in this program. The Board shall pay a pro-rated part of the premium for such insurance.

D. Any teacher who decides in a given year to "opt out" of taking any insurance (medical, dental, and vision) provided by the Board will receive a fifteen hundred dollar ($1,500.00) payment from the Board. The payment will be made once annually, for each year the employee accepts no insurance paid by the Board. This "special pay" will be paid as a separate supplemental check in January.

E. HDHP Insurance Plan – Employees hired before May 22, 2012 may elect either Blue Access (PPO) Option 4 or the High Deductible Health Plan with Health Savings Account, both of which will be offered until December 31, 2013. Employees hired on or after May 23, 2012 shall elect the High Deductible Health Plan with Health Savings Account. A schedule of benefits for both plans is attached. All employees electing to participate in the District's insurance will be on the High Deductible Health Plan as of January 1, 2014.

   For all employees who elect the High Deductible Health Plan, the Board shall deposit into the employee's Health Savings Account $3200 for family plans and $1600 for single plans during the calendar year. The District agrees to deposit no less than $800 for family plan participants and $400 for single plan participants on or before January 31. Thereafter, the District shall make monthly deposits of equal amounts to total $1600 for single plans and $3200 for family plans.

F. Section 125 Flexible Benefits Program

   1. The Board will provide a section 125 flexible benefits program for those employees who choose to participate.

   2. Employee's accounts will include: premium costs, unreimbursed medical costs, and dependent care.

ARTICLE 19 – STRS "PICK-UP" SALARY REDUCTION METHOD

A. The Board herewith agrees with the Association to "pick-up" utilizing the salary reduction method at no cost to the Board, contributions to the State Teachers Retirement System paid upon behalf of unit members under the following terms and conditions:

1. The amount to be "picked-up" of the employee's gross annual compensation on behalf of each employee shall be as follows - 11 percent (11%) beginning July 1, 2013, 12 percent (12%) beginning July 1, 2014 and 13 percent (13%) beginning July 1, 2015 (unless changed by law). The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of state and federal tax only.

2. Shall be uniformly applied to all members of the bargaining unit.

3. The "pick-up" shall apply to compensation including supplemental earnings.

4. Payment for all paid leaves, sick leave, personal leave, severance leave, and supplementals, including unemployment and workman's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (i.e. gross pay divided by the number of days in a teacher's contract).

B. 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.

C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the agreement shall be declared null and void.

ARTICLE 20 – CREDIT UNION MEMBERSHIP/ELECTRONIC TRANSFERS

A. The Board will make available payroll deduction to a credit union for all personnel employed by the Board upon written request by the employee, who shall furnish routing information.

   1. The actual amount to be withheld will be stated in writing to the Treasurer no more than twice a year on or prior to September 30 and again prior to March 30.

ARTICLE 21 – SEVERANCE PAY

A. In accordance with statute, all employees who present evidence of retirement from active service with the Board shall be granted severance pay for their accrued, but unused sick leave days. This policy specifies the manner for so doing.

B. The Board authorizes the payment to a retiring employee of one-fourth (1/4) of his/her unused sick leave days.

C. For purposes of this policy, "retirement" means retirement under the State Teachers Retirement System (STRS) and does not include disability retirement.

1. Employees of the Riverside Local School District, may at the time of their separation from service from the Riverside Local District through verified retirement, elect to be paid in cash for a maximum of one-fourth (1/4) of their unused sick leave, to a maximum of sixty-eight and one half (68.5) days.

   a. Full payment may be made as long as an employee has been with the district ten (10) years. Employees retiring with less than ten (10) years of service will be given a severance payment proportional to their number of year's service.

2. The employee must make application for such cash payment by submitting a letter of notification to the Board outlining the specific date the employee intends to retire. An employee must declare the intent to retire no later than 60 days after their last date of service. Disability retirement is not covered under the provisions of this policy.

3. Only those employees whose effective date of retirement with the State Teachers Retirement System or the School Employees Retirement System is no later than 90 calendar days after the final day of paid service with the Riverside School District shall be eligible to be paid for unused sick leave.

4. Verification of retirement through the appropriate retirement system is required before the application will be approved. Payment will be made no later than 60 days after the employee's retirement is verified to the office of the Treasurer by the retirement system.

5. Cash payment shall be based upon the employee's daily rate of base pay at the time of retirement exclusive of overtime or any supplementary pay. Daily wage shall be computed by dividing the base pay by the number of days in the contract year.

6. In the event of an employee's death, their severance shall be paid to the employee's estate/spouse.

R.C. 124.39, 3319.141

ARTICLE 22 – EMPLOYMENT OF SUBSTITUTE TEACHERS

A. The Board recognizes its responsibility to procure the services of substitute teachers in order to prevent the impermissible abatement of the operation of the schools as a result of the absence of regular personnel.

B. The substitute shall follow the daily plan provided by the regular teacher, and when such plan is exhausted, shall so report to the Principal.

C. The Superintendent shall recruit, screen, and recommend to the Board, candidates for substitute employment, and shall develop procedures for the assignment of substitutes, develop methods of evaluating substitute teachers, and recommend the retention on the Board's approval a substitute list of only those substitutes who have performed their duties satisfactorily.

ARTICLE 23 – INTRA-SCHOOL SUBSTITUTES

A. Teachers who agree to act as intra-school substitutes must sign a supplemental contract. On a voluntary basis, the teacher may accept an assignment by the building principal.

B. Intra-school substitution may be performed by regular teachers who volunteer to sign a supplemental contract to teach during the regular school day during their regular assigned conference or any other unassigned period. They shall be paid fifteen dollars ($15.00) per period of substitution.

C. Payment is to be made as a "special pay" once in December and once in June.

D. The Administration will be charged with keeping a record for purpose of payment of all Intra-school Substitutes.

ARTICLE 24 – REDUCTION IN FORCE

It is the responsibility of the board to provide the staff necessary for the implementation of the educational program of the district and the operation of the schools and to do so efficiently and economically. In the event of such a proposed reduction in force, the Board shall give the Association notice of the proposed reduction and the reasons for the RIF not less than thirty (30) days prior to the proposed RIF.

A. Attrition

Subject only to the exceptions contained herein, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who die, retire, resign, or whose limited contracts are not renewed on the basis of performance. The employment of replacements for some positions may be necessary, however, in the event that employees in the system do not possess the necessary certification and do not possess qualifications and experience equal to the person to be hired for the position, and the position is one that needs to be filled. Attrition, moreover, may not be sufficient to accomplish a reduction in force in full.

B. Seniority

When the Board of Education determines that a RIF will be put into effect, the least senior teacher/s with the lowest evaluation rating(s) in the area to be reduced will be laid off. The following procedure will be followed:

1. The Board will determine the level, elementary and/or secondary to be reduced.

2. The Board will determine the subject area, if applicable, to be reduced.

3. The current seniority list, which lists all teachers at their current level (elementary or secondary) and subject area in order of seniority, will be consulted to determine the actual staff members to be laid off. A continuing contract takes precedence over all other contracts – on the seniority lists, continuing contract holders (in order of seniority) will be put above all other holders of limited contracts (in order of seniority).

   a. Seniority shall mean the length of continuous employment with the Board determined as follows:

      1) Seniority (for these purposes) accrues from the date of the board meeting that the employee was hired.

      2) Seniority shall accrue for all time on active pay status or when the employee is receiving worker's compensation.

      3) Unpaid leave or lay-off shall not contribute toward seniority, but will not constitute a break in service.

      4) Fulltime employees shall receive one (1) year of seniority for each year worked and part time employees shall receive pro rata seniority for their employment.

4. Equal seniority shall occur when two (2) or more employees have the same amount of seniority as determined on the seniority lists. Ties in seniority shall be broken by the following method to determine the most senior:

   a. Actual date that contract was signed and submitted by the employee.

   b. Total years experience in any district.

5. The Seniority List shall be posted each September and sent to the Association President; should changes be made during the year, a new list shall be sent to the Association President.

   a. The names of employees on the seniority list shall appear in seniority rank order within areas of certification or classification (most senior at top), their first day worked, their hire-in date, and contract status.

   b. Teachers certified in more than one area shall be listed for all areas of certification.

   c. Part time employees shall be listed separately.

6. Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board of inaccuracies which affect his/her seniority. Should a new list be required, the Board shall make the adjustments and re-post the list. No protests shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

   Recommended reductions in a teaching field will be made by the following criteria (in numeric order):

   1. area of certification/licensure
   2. comparable evaluations*; and
   3. seniority

   *Comparable evaluations – For the purpose of this agreement, comparable evaluations shall be defined as two teachers having like evaluation ratings.

7. A teacher who is given notice of impending contract suspension may then be eligible to displace another less senior teacher following the rules in Section 7 of this provision.

C. Recall

Teachers selected for non-renewal shall immediately be placed upon a RIF list compiled from the seniority lists provided for in section "B-3". Teachers non-renewed for performance reasons shall not appear on the list. A teacher whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he/she is certified/licensed, subject to the exceptions provided for in "B". Subject to the exceptions provided for in "B", teachers on the RIF list shall be offered re-employment to positions for which they are certified in the order of seniority at the time they are non-renewed. No new teachers shall be employed by the Board while there are teachers on the RIF list certified/licensed for any opening of a teaching position, subject to the exceptions provided

for in "B". Said recall rights shall be for a period of three (3) years from the date of the reduction in force.

1. Notice of recall shall be given by telephone, telegram, or registered mail to the last telephone number or last address given by the certificated/licensed employee to the Board. It shall be the responsibility of the certificated/licensed employee to keep the Board advised in writing of a telephone number and mailing address at which he/she can be reached.

2. Subject to the exception provided in "B", certificated/licensed employees notified on or before April 30th that their limited contracts are not being renewed for the next school year, shall be offered re-employment based upon seniority should openings occur in the course of that next school year and the school year subsequent to the next school year for which they have the necessary certification/licensure. Certificated/licensed employees who are offered, but who decline re-employment for the current year, but decline due to having temporary teaching employment, shall be offered re-employment in openings which may occur after the certificated/licensed employee's declination or re-employment. Certificated/licensed employees offered re-employment in neither the course of the school year following their non-renewal nor in the school year subsequent thereto, must make application for employment in accordance with established procedures if they desire to be considered for employment in any school year after the school year following notice of non-renewal and the school year subsequent thereto. The rights herein granted to a non-renewed teacher shall be forfeited by the teacher should he/she:

   a. Waive his/her recall rights in writing
   b. Resign
   c. Fail to accept recall as provided for herein, and
   d. Fail to report to work in a position that he/she has accepted within five (5) school days after receipt of the notice or recall, unless recalled teacher is prohibited from doing so because of physical illness or injuries.

3. Seniority shall be determined by the length of continuous service in the local district. If two or more teachers have the same length of continuous service, then seniority will be determined by:

   a. The date of the Board meeting at which the teacher was hired, and then by
   b. The date on which the teacher submitted a signed contract
   c. Total years experience in any district
   d. Performance

4. Length of continuous service will not be interrupted or affected by authorized leaves of absence, but time spent on such leave shall not count toward seniority.

5. A certificated/licensed employee whose contract is suspended as a result of a RIF program shall be given written notification, by registered mail. The notification shall occur prior to April 30th of the year that the RIF program is to be implemented. The notification

6. shall state the reason(s) for the reductions and reason(s) for the selection of said certificated/licensed employee(s).

7. Contract suspensions will be effective at the end of the employee's designated contract year.

8. Eligibility for Transfer – Employees in an area faced with a reduction may be eligible to displace an employee in another area that is not faced with reduction. Eligibility to transfer will be governed as follows:

   a. Staff person must be properly certified/licensed. In the case that the current holder of a specific position is not properly certified/licensed for the position, he/she may be displaced by anyone with superior seniority willing to acquire the proper certification/licensure at the earliest possible opportunity.

   b. Staff person must transfer over the district level, if qualified. Seventh and eighth grade positions will be open to either secondary or elementary teachers with proper certification/licensure.

   c. Staff person must bump person on bottom of the properly maintained and up-to-date seniority list.

   d. Replacement rights shall be limited to areas of certification/licensure on file in Superintendent's office at the time of suspension, subject to the provisions above. Persons securing additional certification after time of suspension of contract would be placed on the bottom of eligibility list for new area of certification as soon as they have submitted proof of the additional qualifications.

   e. Request to transfer must be made in writing within fifteen (15) days after notice of reduction.

   f. Bumping rights of part time personnel will be limited to part time positions. Full time personnel may bump part time positions, but will not be required to accept lesser wages (on a pro rata basis) and will be reinstated to full time status when the reduction in force expires or is terminated.

   g. Substitute List – If the laid off teachers so desire, their name should be placed at the top of the substitute list, with the understanding that the amount earned from substitute pay will be subtracted from unemployment benefits but such work shall not constitute full time employment.

D. Exclusions

Nothing contained herein shall abridge the Board's right to non-renew a limited contract teacher for performance reasons to utilize the procedures provided for in *Ohio Revised Code Section 3319.17.* With respect to reduction in numbers of certificated/licensed employees serving in non-administrative/supervisory positions within the Pupil Personnel Service Department, the seniority lists provided for above shall be fully applicable, subject to the exceptions provided in "B".

E. Insurance Coverage

Laid off teachers will have the right to continue their insurance benefits at their own expense under the provisions of the Comprehensive Omnibus Budget Reconciliation Act (COBRA).

F. Severance Pay

Laid off teachers who elect to retire will be eligible to collect severance pay, providing all requirements of the severance policy are satisfied within three (3) years of the date of the lay off. In the event of an employee's death, their severance shall be paid to the employee's estate/spouse.

ARTICLE 25 – SICK LEAVE

The Board recognizes its statutory duty to pay employees of this district in full for days on which they are absent from work for reasons of personal disability or pregnancy/adoption, and illness, injury, or death in the employee's immediate family.

All employees of the district eligible for sick leave not otherwise covered by the terms of a negotiated agreement shall receive 15 such sick leave days annually at the rate of one and one-quarter (1 ¼) a month. Unused sick leave shall be cumulative up to two hundred seventy-four (274) days. Regular part time employees shall be entitled to sick leave in proportion to the time actually worked. The Board shall accept by transfer the accumulated sick leave up to the limits listed above which any new employee has acquired in another position of public service in Ohio, provided that the last termination of such service shall have been within the last 10 years.

New employees shall be credited with five (5) days sick leave in advance, which shall be part of the fifteen days that can be accumulated for the year.

A. Use of Sick Leave – Sick leave may be used for the following purposes and must have the approval of the Superintendent:

   1. For absence of the employee due to personal illness, injury, pregnancy/adoption, or exposure to a contagious disease which could be communicated to other employees or to students.

   2. For absence of the employee due to illness or injury of someone in the employee's immediate family. In this section, the employee's immediate family is defined to mean child, spouse, parents, step-parent, stepchild, grandparent, grandchild, sister, brother, mother-in-law, or father-in-law, son-in-law, daughter-in-law, nephew or niece living in the employee's household, or any child for which there is a legal custody agreement.

   3. If the use of the sick leave requires travel, that travel time will also be counted as sick leave, but this travel time will be limited to two (2) days in addition to the actual leave due to illness.

B. The maximum number of days granted under this section shall be:

   1. A maximum of 240 days will be allowed for personal illness, personal injury, and exposure to contagious disease or quarantine.

   2. A maximum of 30 days may be used for maternity leave. Additional days shall be used upon recommendation of the employee's physician.

   3. A maximum of three (3) days may be used for illness or injury in the immediate family other than spouse or child. In case of critical illness or injury which require hospitalization or a terminal illness the superintendent may grant additional days.

4. Sick leave for spouse or child shall be limited to fifteen (15) days per incident. In case of critical illness or injury which require hospitalization or a terminal illness the superintendent may grant additional days.

5. A maximum of five (5) days may be used for death in the immediate family.

6. A maximum of three (3) days may be used for death of a close friend or relative, other than immediate family.

C. Verification of Sick Leave – An employee requesting use of sick leave shall furnish a written, signed statement to justify the use of sick leave. The filing, by an employee, of any willfully false statement concerning the cause or duration of an absence shall be considered by the Board as grounds for suspension or dismissal. If a doctor was required, the employee may be required to furnish a statement from the doctor to verify the use of sick leave.

D. As an incentive to not use sick leave, at the end of the school year, the following amounts will be paid to each certificated/licensed staff member:

Number of Sick Days Used	Amount to be Paid
0	$750.00
1	$600.00
2	$450.00
3	$300.00
4	$150.00

If five or more sick days are used in a school year, then the employee shall receive no incentive pay. If you wish to be paid under this provision, you must give the treasurer notice by June 1st. The payment for incentive days will be made with the second payroll of June as a supplemental check.

ARTICLE 26 – SICK LEAVE AND EXTENDED LEAVE FOR PREGNANCY/ADOPTION

The Board shall provide for unpaid leaves of absence, in accordance with law and the policies of this Board for any employee of this district not otherwise covered by the terms of a negotiated agreement whose absence from duties will be required for a foreseeable event of disability such as childbirth or surgery.

Such provisions shall be governed by consideration for the health of employee, the need for continuity in classroom instruction and school operations, and the maintenance of a qualified district staff.

A. Use of Extended Leave

1. If request is made in writing prior to childbirth/adoption, employees will be granted a leave of absence without pay due to pregnancy/adoption. The leave of absence will not extend beyond the current school year in which it is given and in which childbirth/adoption takes place.

2. If complications arise and an extension of leave of absence is requested through doctor's statement, it will be reviewed by the Board.

3. If extended leave is used, it is the employee's responsibility to convert her hospitalization coverage to a direct payment plan, which shall be carried at her cost.

B. Use of Accumulated Sick Leave

1. The employee, upon return to duty, shall be placed in a position similar to what was held at the time of leave.

C. Family and Medical Leave

1. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the Act as provided by law.

2. Eligibility – An employee must have one (1) year's service with Riverside Local School District to be eligible for benefits under the Act.

3. Leave Provisions

a. Each eligible employee is entitled to and shall be granted upon request up to 12 weeks of unpaid leave per year to care for a new child or sick child, parent or spouse, or to use for the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.

b. Any leave beyond 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.

Eligible employees may choose to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this Article.

Leave taken to care for a new child must be taken within one year of birth or placement of the child. The employee must give the Board thirty days' notice of the birth or placement if possible, or as much notice as possible, if less than thirty days.

c. Leave under the Act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt their work unnecessarily.

4. Protection of Employment and Insurance

   a. The Board shall return the employee taking a leave under this Article to the same position he/she occupied prior to the leave.

   b. The Board shall continue to pay the Board contribution to the current medical insurance plan for the employee while he/she is on leave under this Article.

   c. The taking of a leave under this Article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

5. Medical Certification

   a. The Board may require medical certification from a licensed physician as to the medical necessity for a leave under this Article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position, or that their presence is required to care for a seriously ill family member. This section shall be uniformly applied.

6. Return from Leave

   a. If a teacher takes a leave under this Article which is to terminate within the last three weeks before the end of a school term, and the leave is of more than five weeks duration, the Board may require the teacher to remain on leave for the remainder of the term, under the same conditions as are required by this Article, even if all twelve weeks required by law have been used.

R.C. 3319.13, 3319.141, 4412.01, A.C. 3301-37-01 (x)

ARTICLE 27 – ASSAULT LEAVE

Whenever, as a result of an assault or battery to a teacher by a student, parent, or other party in the Riverside School District, the teacher receives injuries, which would entitle him/her to be compensated under *Chapter 4123 R.C.*, such teacher shall be eligible for assault leave under the following conditions:

A. The teacher is actively encouraged to pursue prosecution of the student or students, or appropriate party, who assaulted or battered the teacher in the appropriate criminal or juvenile court; provided, however, that an acquittal of the student shall not render the teacher ineligible for assault leave. Court appearances in connection with assault prosecution shall be charged to assault leave.

B. Any time lost from work shall not be charged against sick leave.

C. The maximum amount of assault leave shall not exceed ten (10) days except when a physician's statement specifies a longer period of time, in which event, the maximum amount of assault leave shall not exceed thirty-five (35) days.

D. The employee may also file a Worker's Compensation claim in accordance with Article 54.

ARTICLE 28 – JURY DUTY AND COURT LEAVE

A. Should an employee be called for jury duty or receive a subpoena, he/she shall report same to the building principal.

B. Staff members who serve on a jury will not be penalized in any way for doing so. They will receive full pay if they endorse the check received from the court or pay the amount shown on their record slip less travel allowance within one day or return from jury duty.

C. In addition, the Board recognizes that employees may be called upon to appear in court in three circumstances. This leave will be handled in the following manner:

1. If the teacher is served a subpoena by a court of law and required to testify as a witness in a manner related to the teacher's professional duties, this will be considered professional leave, the teacher will not be penalized in any way, and the leave will not be counted as one of the days of professional leave granted for professional improvement.

2. If a teacher is served a subpoena by a court of law for a matter unconnected with his/her educational duties, but not as a plaintiff or defendant, the teacher will be required to first use all personal leave available to him/her. When that personal leave has been exhausted, he/she may apply for one additional personal leave day which may be granted at the discretion of the building principal and/or local Superintendent and he/she will continue to be paid at his/her customary rate.

3. If a teacher is required in court as a plaintiff or as a defendant in a civil or criminal case, the teacher will first use all available personal leave. When this is exhausted he/she may then request further personal leave in accordance with the personal leave provisions of this contract.

ARTICLE 29 – PERSONAL LEAVE

A. The Board shall, pursuant to the provisions of this policy, provide for an employee's absence for personal necessity when not otherwise covered by the terms of the negotiated agreement.

B. Up to four (4) full days of personal leave may be used, if approved by the building principal, each contract year by full time employees. Regular part time employees shall be entitled to personal leave in proportion to the time actually worked. One personal day may carry over to the next school year with a maximum of 4 personal days per school year.

C. Unpaid personal leave may be granted at the discretion of the superintendent based on the availability of a substitute, costs, and the needs of the education program and must be pre-approved. Dock days shall be limited to three (3) days in any calendar school year unless approved by the Superintendent.

D. When all personal leave has been exhausted and you did not roll over a fourth personal day, if a valid reason for personal leave exists one day extended personal leave may be granted at the discretion of the superintendent.

   1. A teacher granted extended personal leave will continue to be paid at his/her customary rate, except he/she will be expected to reimburse the Board for all substitute expenses incurred by the Board during his/her absence.

E. The days requested shall be submitted in writing three (3) days prior to the expected leave on the proper form. The only exception is in the case of an emergency. In case of emergency, notify your building principal or the Superintendent of your anticipated absence. When you return, the form must be completed.

F. Personal leave may not be used in place of sick leave, unless all sick leave has been used.

G. Personal leave may be granted for the day immediately prior to or immediately after a vacation or holiday at the discretion of the superintendent, based on the reason, the availability of substitutes, cost and the needs of the educational program.

H. Personal leave may not be used the last two weeks of school unless it is an emergency and approved by the superintendent.

I. The number of staff members granted personal leave for any one day can be limited by the educational demands of the Riverside School District.

ARTICLE 30 – UNPAID PROFESSIONAL IMPROVEMENT LEAVE

This policy specifies the manner in which the Board will regulate professional improvement leaves of teaching staff members taken for the benefit of the schools and this district.

The Board reserves the right to specify the condition when not otherwise covered by law or the terms of a negotiated agreement under which such leave may be taken.

A. Eligibility:

The total number of certificated/licensed district staff members on professional improvement leave at any one time shall not exceed one employee per year. To be eligible for leave, an individual employee shall have rendered at least five (5) consecutive year's service to this district.

B. Application:

An application for professional improvement leave shall be made on the approved district form to the Superintendent by the end of March of the academic year prior to the academic year of desired leave. Each application for leave shall be reviewed by the Board. Each applicant shall be interviewed. All teachers from the district shall be given equal consideration.

C. Selection:

Priority in selection shall be given to length of service in district, value of leave to the district as a whole, soundness of the leave proposal, and other extenuating circumstances. Final selection shall be made by the Board. Those not receiving leave because of the restriction of the number on leave shall be considered alternates in the order listed. In the event that an applicant who has been granted leave cannot take said leave, the alternate list will be used to select a replacement. In no case will an alternate selection be made after July 10. The list of alternates shall be valid for a one year period. No teacher shall be entitled to a second professional improvement leave when there are pending applications by those requesting a first such leave.

D. Period of Leave:

A professional improvement leave may be taken for a period of one school year (only), provided said leave does not exceed one year in total duration and is completed within a one year period.

ARTICLE 31 - UNREQUESTED LEAVES OF ABSENCE

A. The Board reserves the right to place an employee on an unrequested leave of absence or retire an employee for physical or mental disability to perform assigned duties.

B. In the case of a teacher who, in the opinion of the Superintendent, is unfit to teach in this district by reason of physical or mental condition, the teacher will be offered the opportunity for a hearing which shall be conducted in accordance with law governing termination hearings within the time allowed by RC 3319.084.

C. If an employee fails to overcome the Superintendent's recommendation or fails to request an appearance before the Board within the time allowed, the Board shall order the employee to submit an appropriate examination by a physician jointly designated by the parties and compensated by the Board.

   1. If, as a result of such examination, the employee is found by the jointly designated physician to be unfit to perform assigned duties, the employee may, at the discretion of the Board, be placed on appropriate leave of absence until proof of recovery, is furnished by the jointly designated physician. If the employee is deemed able to return to work, then he/she shall directly return at the contract status which he/she held prior to being placed on such leave.

   2. Should an employee refuse to submit to the examination requested by the Board and the employee has exercised his rights under the provisions hereinabove set forth, such refusal shall subject the employee to disciplinary action which may result in the institution of procedures for termination of contract.

R.C. 3319.13, 3319.16

ARTICLE 32 – PHYSICAL EXAMINATION

A. In order to certify the fitness of candidates and employees to discharge efficiently the duties which they will be performing and to protect the health of students from the transmission of communicable diseases, the Board may require certain physical and/or mental examinations to be conducted. Such examination shall initially be made by a qualified practitioner of the teacher's choice who is licensed to practice in this state. Any expense which is above and beyond the current group insurance plan will be paid for by the Board of Education. In addition, the Board may require an examination by a physician of the Board's choice. The Board will pay the entire cost of such examination. If the Board's physician's opinion conflicts with the teacher's physician's opinion, the teacher and the Board shall select a third physician, whose opinion shall be final and binding. The cost of the third physician shall be shared equally by the teacher and the Board.

R.C. 3313.71 A.C. 3701-15-02

ARTICLE 33 – MILITARY SERVICE

A. The Board recognizes that military service rendered by an employee in the defense of our country or in maintaining preparedness, is a service benefiting all citizens. Any newly employed teacher placed on the salary guide shall be credited with one year of district service for each year of military service to a maximum of five.

B. For purposes of seniority and placement on the salary schedule, years of absence in the armed service of the United States or the auxiliaries thereof shall be counted as though teaching services has been performed during that time.

C. Each employee must notify the Board of his/her intention to resume employment within 90 days of his/her release or honorable discharge.

D. Requests may be made by those employees who are members of the State Guard, National Guard, Naval Militia, U.S. Army Reserve, U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corps Reserve, other organizations affiliated with the reserves or on an order by the Governor of Ohio. Any employee on such leave shall receive full compensation during the period of leave, and shall accrue seniority status during the period of his/her leave.

E. All employees shall make every effort to schedule his/her period of training when school is not in session.

F. If a period of training occurs during a school session, the employee shall provide the Superintendent with the name of his/her supervisor in the reserves or militia so that arrangements may be discussed to alter such service date.

R.C. 3319.14, 5923.05

ARTICLE 34 – PROFESSIONAL MEETINGS

A. All employees shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties through attendance at a professional meeting. For purposes of this policy, a professional meeting shall be defined as a meeting through which direct value can be derived for the person in attendance for later use in the performance of district duties. Teachers shall be excused from the performance of their duties and shall receive compensation during the days they are excused for attendance at approved professional meetings.

B. The following conditions must be met for an employee attending professional meetings: Determination of appropriateness and authority to grant permission for attendance at a meeting will rest with the Superintendent, except that permission to attend professional meetings outside of the state of Ohio shall be submitted to the Board for approval. No staff member may attend professional meetings for more than 3 days per year (2 days for instructional area topics and 1 day for supplemental/coaching area topics), unless the employee is directed by the Superintendent to attend in his/her behalf. The Superintendent has the authority, when he/she considers the meeting to be of sufficient importance to request representation from the staff to attend a meeting. The professional meeting to be attended must be related to the work of employee.

C. The Board further recognizes the need of officers of the Association to be temporarily excused from their daily duties on occasion for Association business. In addition, the Association President and/or his/her designee will be granted one full day of leave per year for undertaking association business, out of school. This leave may be granted on request and with the approval of the administration, when three days of notice are given.

ARTICLE 35 – JOB RELATED EXPENSES

A. The Board will provide for the payment of the actual and necessary expenses, including travel expenses, of any employee of the district incurred in the course of performing services for the district, whether within or outside the district, under the direction of the Board.

B. The validity of payments for job related expenses shall be determined by the Superintendent.

C. The Board shall pay the expenses of the employees when they attend professional meetings approved in accordance with the policy of this Board and in accordance with the following conditions:

1. Preliminary approval for attendance at the meeting as well as amounts of reimbursement for registration and expenses should be secured from the Superintendent.

2. Reimbursement is made only upon the presentation of original receipts for all expenses submitted for reimbursement.

3. No reimbursement shall be made unless original receipts are presented for all costs except mileage.

4. Mileage must be computed as actual miles driven from the school or employee's home, whichever is less, at the rate currently approved by the Board for its employees.

5. Mileage will only be paid to one driver to a given destination on a given date, unless specific approval is given in advance by the Superintendent.

6. There shall be a two (2) day limit annually for each staff member to use in attending approved professional meetings.

7. All holders of supplemental contracts will be allowed one (1) day of supplemental leave to attend an approved professional meeting directly related to the supplemental area that the employee is under contract to supervise.

8. With the exception of substitute wages the expenses of these supplemental leaves must be borne by the department or individual involved and must be approved by the Activities Administrator and/or administration.

D. These limits may be extended on an individual basis at the discretion of the administration based on substitute availability, cost, and the needs of the overall educational program. Final reimbursement must be approved by the Superintendent.

E. Local travel expense incurred in the execution of duties shall be defined as official business trips required during a working day to have a subsequent station or building after first having completed responsibilities at an initial station or building.

Claim for local travel shall be based either on travel requirements – implicit or explicit – related to one's contract or those specifically assigned to an employee. Expenses may include parking fees, if incurred. All claims require the approval of the Superintendent. Mileage will be paid at the current IRS rate. These payments will be paid for all travel that is required by the district. Mileage will originate from Riverside Local Schools.

ARTICLE 36 – PROFESSIONAL TUITION

A. All certified personnel may take college course work which contributes to professional or building goals as listed on the Individual Professional Development Plan submitted to the Riverside Professional Development Committee. The Board of Education agrees to reimburse said personnel for 50% of the tuition cost of the course, if prior approval has been authorized by the Superintendent and recommended by the RPDC.

B. To qualify for reimbursement, these criteria must be followed:

1. The activity/course must align with the teacher's Individual Professional Development Plan (IPDP) and be approved by the Riverside Professional Development Committee (RPDC).

2. The earned grade is an A or B ("P" in a pass/fail course).

3. No more than six (6) semester hours per school year per person will be reimbursed.

4. Money will be divided for semesters from money available as of August 30 and January 30 of each year.

5. The teacher must work in the district at least one year after receiving reimbursement or they will be required to refund the tuition amount given unless they were terminated or there was a Reduction in Force (RIF). A payment plan shall be established by mutual agreement of the treasurer and prior employee, not to exceed one (1) year.

6. Unused and/or refunded tuition reimbursement funds shall be carried over to the next school year and will be set aside in addition to the District's normal appropriation of fifty-two hundred dollars ($5,200) per year. At no time shall the tuition reimbursement allotment exceed ten thousand four hundred dollars ($10,400).

ARTICLE 37 – PROFESSIONAL GROWTH REQUIREMENTS

A. The Board believes that continued study is a prerequisite for continued professional growth to teachers and, therefore, encourages the participation of teachers in in-service and other training programs, including college coursework. All costs including mileage shall be borne by the employer if the training is required by the Board. Such agreement shall be reduced to writing.

B. Riverside Professional Development Committee

1. The purpose of the Riverside Professional Development Committee (RPDC) is to give teachers greater professional autonomy and responsibility for professional development and to shift control to individual teachers to allow for more self directed freedom in making decisions about their teaching and learning, so students achieve higher standards in learning. The role of the RPDC is to evaluate the "individual professional development plan" (IPDP) submitted by each educator wishing to fulfill license renewal requirements.

   a. An Individual Professional Development Plan (IPDP) is based on the needs of the educator, the students, the school, and the school district and must be submitted for approval to the RPDC for conversion to a license.

2. Scope of the Committee: The scope of the RPDC shall be district wide.

3. There shall be a least five (5) total members of any committee and in all cases, there shall be a majority of teacher members of the RPDC when deciding teacher licensure.

   a. The Association shall appoint all teacher members to the RPDC or any replacements to the committee if vacancies occur and shall determine the length of the service of those representatives.

   b. Other members of the RPDC shall be a building principal, and one other person designated by the Superintendent. In the case of an administrator's license, one additional administrator will be added to the committee and one teacher will be dropped in order to have a majority of administrators on the committee deciding the licensure of administrators.

4. Frequency of Meetings: All meeting should be held at a time and place convenient to everyone and shall be decided by the RPDC and may not be held in such a way to impede the teacher's preparation time. The committee shall determine the time of its meetings.

   a. A calendar of the yearly meetings shall be established at the first RPDC meeting each year by September 30th. Said calendar shall be given to each educator in the district along with the names of the members of the RPDC.

5. Decision Making: All decisions made by the RPDC shall be made by the majority of those present and permitted to vote.

6. Compensation: RPDC members will be compensated for their work on the committee by a supplementary contract at the rate set by this master contract. Committee members shall be approved and reimbursed for mileage and all expenses incurred in pursuit of their RPDC duties pursuant to the reimbursement provisions of the master contract.

7. Training: The Board of Education shall provide and pay for training and arrange for release time for RPDC members to attend training, which is necessary for members of the RPDC to obtain the knowledge and skills required for the committee's work.

8. The decisions of the RPDC may not contravene the language of the collective bargaining agreement and no waivers of contractual provisions shall be made other than the area of state certification requirements (this would allow the RPDC to approve hours, CEU's and other appropriate activities for licensure.) This waiver shall not be used to place teachers in areas outside their present certification.

9. The RPDC shall draft written procedures for an appeals procedure. The Association shall be held harmless for decisions of the RPDC on certification/licensure for individuals.

10. The RPDC may enter into a collaborative countywide group for the purpose of training RPDC members, circulating criteria, developing procedures, organizing workshops/coordinating discussions, maintaining records of CEU's, and/or providing acceptable programs and coursework for licensure.

    a. The RPDC is not limited to such collaborative county programs, but may authorize and accept any other provider or program accredited to provide teacher training, certification/licensure, work experience or CEU's.

    b. Participation in such a collaborative may not contravene any portion of the collective bargaining agreement except as expressed herein and only the RPDC approves programs for employees covered herein.

ARTICLE 38 - EMPLOYEE EVALUATION

The Board and the Association agree to follow ORC 3319.11, 3919.111 and 3319.112 for teacher evaluations with the following exceptions:

A. Evaluators – If the District uses third-party evaluators to complete formal observation, the third-party evaluator may complete one of the two formal observations required for the annual evaluations and the third-party evaluator shall consult with the building administrator prior to the building administrator completing the written summative evaluation.

   In a contract renewal year, the required three formal observations shall be completed only by the building administrator.

B. Walk-throughs – a walk-through is defined as an informal observation of 5 to 29 minutes in length and is completed by a building principal.

ARTICLE 39 – TERMINATION OR RESIGNATION

A. Each teacher on limited contract in this district shall have agreed to a mutually satisfactory term of service clause. It is the purpose of the Board to respect that clause and it is the expectation of the Board that the employee will do likewise.

B. A holder of a valid contract may resign at any time prior to July 10; otherwise, an official release must be granted by the Board, except as specified under state statute for central office supervisors. A teacher desiring to resign should do so in writing as early as possible. A resignation may be withdrawn by the person submitting it at any time prior to the time the Board has taken action on it.

C. Gross inefficiency, immorality, willful and persistent violations of reasonable rules and regulations of the Board of Education or other good and just causes shall be grounds for termination.

D. The provisions of this contract shall supersede any changes made to *ORC 3319.16.*

ARTICLE 40 – RENEWAL OF TEACHER CONTRACT

A. It is the responsibility of the Board to provide a competent and able staff to perform the service of the district. Every effort shall be made to recruit and provide in-service training for such personnel.

B. The Board, upon the recommendation of the Superintendent, may exercise its option under law not to renew the contract of a teacher under a limited contract.

C. A teacher employed under a limited contract, not eligible for consideration for employment under continuing contract, shall be considered to be re-employed unless the Board, acting on the Superintendent's recommendation, gives the teacher notice of its intention not to re-employ on or before April 30; or the teacher renders his/her resignation on or before June 1. The Treasurer shall notify the employee in writing of the Board's action.

D. A teacher eligible for employment under a continuing contract, who has served an additional limited contract of not more than two years, shall be considered to be re-employed on a continuing contract, unless the Board takes action by April 30 as above noted. A holder of a limited contract is presumed to have accepted employment under existing contract unless notification is received in writing by the Board to the contrary on or before the first day of June.

R.C. 3319.08, 3319.083, 3319.11

ARTICLE 41 – SELECTING STUDENT TEACHERS

A. The Board encourages cooperation with state approved colleges and universities in the training of student teachers because the public school offers an essential ingredient-direct experience with pupils and teachers at work in the classroom, but certain safeguards have been found to be necessary for the best interests of all concerned.

B. Colleges and universities should first make contact with the Superintendent regarding placement of a student teacher.

C. The Superintendent will, with the approval of the Board, make the final placement of student teachers. The supervising teacher shall hold no less than a standard certificate/license and shall have no less than *three* (3) years of successful teaching experience in the area of assignment. Any exception shall be made within the current guidelines set forth in "Laws and Regulations Governing the Certification of Teachers".

D. The certificated/licensed personnel of the Board who agree to serve as supervisors of teacher education students may accept an honorarium or stipend directly from the college/university for those services rendered outside the regular school day and above and beyond the duties and responsibilities specified in their teaching contract.

E. The following conditions shall also be met: the institution making the assignment shall provide adequate follow-up supervision; the supervising teacher must agree to work effectively with both the student teacher and the institutional supervisor. If, at any time, the quality of student teaching is judged to be inferior or disruptive to the on-going class program, by the supervising teacher or principal, the Superintendent may request withdrawal of the original permit.

ARTICLE 42 – INSTRUCTIONAL PLANS AND IN-SERVICE

A. The instructional activity provided by district teaching staff members is an element essential to the attainment of district goals, objectives, and standards.

B. Teachers shall have instructional plans for the principal available on the teacher's desk or electronically by Monday for the ensuing week. Lesson plans must be available at the teacher's desk overnight to be available for substitute teachers at all times. If a teacher defaults on the above-stated two documented times, then the teacher must turn in lesson plans to their principal by Monday at 8am each school week from that point on.

C. There shall be four (4) one-hour, in-service meetings generated by the teachers and administrators, taught by classroom professionals that would be required and counted in the yearly program of in-service. Areas to be covered would include, but not be limited to: department or grade level meetings, changes in educational law, student and teacher health, computer literacy and usage, and portfolio design and assessment. Topics will be developed by the Riverside Professional Development Committee (RPDC).

ARTICLE 43 – GRIEVANCE POLICY

A. It is the policy of the Board to develop and practice reasonable and effective means of resolving difficulties which may arise among employees, to reduce potential areas of grievances, and establish and maintain recognized two-way channels of communication between professional members not otherwise covered by the terms of a negotiated agreement.

B. The Board intends in this grievance policy to expedite the process for all parties concerned. The policy, therefore, has as its goal the following: The policy is intended to be used after an attempt has been made to resolve a difficulty on a face-to-face basis between the parties concerned; the policy is to secure proper and equitable solutions to grievances at the lowest appropriate level, and to facilitate an orderly succession of procedures within which solutions may be pursued. There shall be no reprisals of any kind taken against any certificated/licensed employees or their representatives because of participation in a grievance or support thereof, and under no circumstances will the procedure constitute a reflection on the employment record of the grievant.

C. For purposes of this policy the terms used herein shall have the following listed definitions:

1. Grievance – A grievance is an alleged violation, misapplication, or misinterpretation of the collective bargaining agreement.

2. Problem – A problem is a complaint relating to the conditions or circumstances under which an employee works.

3. Conferee – A conferee is a union representative chosen by the grievant.

4. A Day – A day is any day that the district administrative offices are open for business; for which a certificated/licensed employee is contracted to work.

D. Alleged grievances should be discussed in a private, informal conference, with the grievant's immediate supervisor or administrator.

E. The grievant has the right to Union representation at all meetings and hearings involving the grievance. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits. The Union has the exclusive right to file grievances and to be present for the adjustment of any and all grievances. A grievance may be withdrawn by the Union at any time without prejudice.

F. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed. Failure of the employer to comply with the timelines shall result in the granting of the relief sought in the grievance.

G. The time limit provided for in this policy may be extended by mutual written agreement of the parties. Any decision not appealed within the limits from one level to the next level in the grievance policy shall be considered settled on the basis of the last decision and not subject to further appeal.

Informal Level:

When an employee becomes aware of the act on which a grievance is to be based, the employee and the Union representative may discuss the grievance with the employee's immediate supervisor. If the grievance is to be filed with the grievant's immediate supervisor, there should be an attempt to resolve the grievance informally.

If the grievance is not resolved during the informal step, or in the event the informal step is not utilized, the Union may, within twenty (20) days of the act or the grievant's awareness of the act giving rise to the grievance, file a written grievance with the appropriate supervisor.

Level One:

a. Within twenty days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to the administrator with the immediate administrative responsibilities for the position to which the complainant is assigned. This statement shall be a clear concise statement of the grievance, and the policy or law for which there is an alleged violation; the circumstances on which the grievance is based; the person(s) involved; the decision rendered at the private conference, and the remedy sought. Copies of this statement may be sent to conferee.

b. Within five days, the administrator shall communicate his/her decision to the employee in writing. If the administrator does not respond within the time limit, the grievant may appeal to the next level.

Level Two:

a. Within seven days after receiving the decision of the administrator at Level One, the grievant may, on his/her own or with his/her conferee appeal the decision of Level One to the Superintendent. The appeal shall be accompanied by a copy of the decision of Level One.

b. Within five days after the delivery of the appeal, the Superintendent shall investigate the grievance including giving all persons who participated in Level One a reasonable opportunity to be heard.

c. Within seven days after delivery of the appeal, the Superintendent shall submit his/her decision in writing together with the supporting reasons, to the grievant and the administrators involved.

Level Three:

a. Within seven days after receiving the decision of the Superintendent, the grievant may, on his/her own, or through a conferee appeal the decision in writing to the Board.

b. The Board shall schedule the matter for a hearing at an executive session to be held within ten days following receipt of the appeal. The grievant and/or his/her conferee shall be present at the hearing.

c. Within ten days the Board will submit its decision in writing together with supporting reasons to the grievant. A copy shall be furnished the administrators involved and the Superintendent.

Level Four:

a. If the decision is not satisfactory at Level Three, the Union shall have the exclusive right to determine whether to appeal the decision to the American Arbitration Association. The decision of the AAA shall be binding on grievant and the Board.

b. All costs for the arbitration hearing shall be borne by the loser except for the cost of a court reporter and transcript which shall be borne by the parties requesting them. The decision of the arbitrator shall clearly designate the losing party.

ARTICLE 44 – EMPLOYEE DISCIPLINARY PROCEDURE

A. Employees in the bargaining unit shall not receive a written reprimand, suspension, or termination for disciplinary reasons without just cause. Disciplinary actions shall be applied in a progressive and consistent manner to all employees. Discipline shall only be administered pursuant to the procedure listed under this article and such action shall be confined to the infractions listed in the Board Policies.

a. Informal Conference
b. Written Reprimand
c. Suspension Without Pay
d. Termination Pursuant to and Governed by ORC 3319.16

Upon the initiative of the Superintendent, with good cause shown, Steps 1 and 2 above may be omitted and a teacher brought before the Superintendent directly for disciplinary action.

Informal conferences shall be documented in a concise format and shall remain in an active file for one (1) year from the date of the incident and shall contain the following information:

a. The date of the conference
b. Conference participants
c. A one-sentence statement of the topic of the conference
d. Signatures of the employee and the administrator involved

Informal conferences will be considered as a constructive, corrective action concerning a prevalent problem. Informal conferences shall not be considered as disciplinary actions and shall not be grievable.

Unrelated violations shall begin a new and separate application of the disciplinary action. Any discipline against an employee must be initiated within ten (10) workdays after the employer has knowledge of the event or should reasonably have known of the event necessitating the discipline.

1. Informal Conference documentation shall remain in an active file for one (1) year from the date of the incident.

2. Disciplinary actions shall be removed from an employee's personnel file upon mutual agreement between the superintendent and the employee at the beginning of their new contract year. In the case of a Continuing Contract, disciplinary actions shall be expunged from an employee's personnel file upon mutual agreement between the Superintendent and employee after 5years.

3. All disciplinary actions are provided in writing to employees, signed as having been received and after such actions, to be forwarded to the Central Office to be filed in the employee's personnel file disciplinary file which shall be the sole depository for same.

4. Employee access to personnel file shall be governed by Article 51 D.

B. Right of Representation

At any time an administrator conducts a disciplinary and/or investigative hearing with an employee covered hereunder wherein disciplinary actions of record (written reprimand, suspension, or termination) could result, the administrator shall advise the employee of the employee's right to have an Association representative of his/her choice present. If the employee waives this right, the waiver shall be in writing and signed and dated by that employee.

Meetings between the employee and his/her administrator are not deemed to be hearings in cases where disciplinary actions are not intended. If an administrator has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or in public. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

C. Hearing and Procedure

a. No employee covered hereunder shall be discharged, suspended, or taken out of service (terminated) unless a preliminary hearing is held.

b. However, an employee may be conditionally suspended (with pay) by the superintendent at the time of the incident pending such a hearing in circumstances where a preliminary hearing is impractical. Such suspension shall be no longer than five (5) days. The employee and the Association shall be notified in writing of such suspension and a time and place for a preliminary hearing.

c. A preliminary hearing shall be scheduled by the administrator within five (5) days unless an extension is agreed to by the suspended employee and the Association on his/her behalf.

d. The administrator shall present all information pertinent to the employer's accusations against the charged employee reasonably prior to the review hearing and such information shall be the sole basis of documentation if disciplinary action is pursued. Association representatives of the employee's choice may be present at such hearing at employee's request.

e. Discipline shall only be carried out by non-bargaining unit, certificated/licensed, administrative personnel. All discipline shall be issued (on a form provide by the employer) to the employee in writing that shall include:

1. Date, time and place of alleged occurrence
2. Charging party
3. Nature of violation (if specific rule or policy so state)
4. Rationale for discipline
5. Administrative employee issuing discipline signed and dated.

The employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Notwithstanding any other provision of the Agreement, the Association or grievant in the event of termination shall initiate action pursuant to and governed by ORC 3319.16.

f. Thereafter, the administrator conducting the preliminary hearing shall issue his/her findings and recommendations to the Board of Education, which may adopt, rescind, or amend by order, the findings and recommendations. Such order shall be in writing. Such order may be appealed in accordance with section 3319.16 of the Ohio Revised Code.

g. Employees in the bargaining unit shall be permitted to review the contents of his/her personnel file at all reasonable times upon written request to the Personnel Director. However, in no case shall such review exceed three (3) workdays from the employee's request. Employees may have an Association representative at such review.

ARTICLE 45 – SEVERABILITY

A. In the event there is a conflict between a provision of this contract and *ORC 4417.10 (2)* or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, *ORC 4417.10 (a)* or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Contract which are not in conflict with *ORC 4117.10 (a)* or federal law, or valid rule or regulation adopted by federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties shall meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

B. If, during the term of this Contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet negotiate, under ORC 4117, the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

ARTICLE 46 – INCLUSION AND MAINSTREAMING

A. In order to more fully comply with the letter, spirit, and philosophy of the applicable laws relating to the inclusion and mainstreaming of special needs students into the regular classroom, the Board and the Association agree the following items are necessary and will be done.

1. Regular classroom teachers are to be included in any diagnostic meetings and in the IEP conference for special education students included or mainstreamed in their classrooms.

2. The IEP shall identify service to be provided to the special education student. The regular classroom teacher shall only be responsible for teaching and teaching assignments shall be appropriate to each teacher's certification.

3. Additional classroom support requested by the classroom teacher may be provided when special education students are included or mainstreamed. The support may include, but not be limited to, nursing, aides, tutors, and the special education teacher in the classroom.

4. The district may fully fund all educational training an employee needs to aid in the education of mainstreamed students. This may include training at an accredited institution.

5. Because of their special needs, mainstreamed special education students will be distributed equally among classes within a grade level or sections of a given class, unless mutually agreed to by the building principal and the teacher.

6. If problems should arise for the regular classroom teacher as a result of inclusion or mainstreaming of a special education student, a meeting will be set up between the Intervention Assistance Team and or the Principal to resolve the problem.

7. If any special medical needs student(s) is placed in a classroom, the teacher will not be required to: administer medication, perform any medical procedures, or handle problems with bowel or bladder control, or body fluid. The classroom teacher shall not be responsible for any lifting, diapering, or procedures such as catheterization for any student. No teacher shall be required to administer medication to any student nor shall they be required to perform medical procedures or other such procedures of a physical nature such as catheterization, tube feeding, etc.

8. When scheduling students, the building principal should take into consideration the number of students not on IEP's assigned to a regular classroom in relation to the number of students on IEP's assigned to that regular classroom.

ARTICLE 47 – COMPLAINTS AGAINST THE EMPLOYEE

A. In the event a complaint or question concerning a teacher is received, the following procedure shall be used if the principal determines that the complaint has merit.

1. The complaint will be addressed to the concerned employee, who shall have the right to meet with the complainant to discuss the complaint.

2. If the matter is not resolved in this discussion, the complainant shall submit a written complaint to the building principal, who will schedule a meeting with the parties at a mutually agreeable time to discuss the complaint.

3. If the matter is not resolved at that level, a meeting may be sought with the Superintendent. The superintendent may schedule a meeting to discuss the complaint at a mutually agreeable time for the complainant, the affected employee and his/her representative.

4. Should the issue fail to be resolved by section (A) 3 of this article, and a meeting is sought with the Board, the employee shall be notified of the meeting and have an opportunity of addressing the Board in an executive session with his or her representative prior to the complainant meeting with the Board.

B. This procedure shall be applied equally to all complaints, either verbal or written.

C. Any complaint which is not brought to the attention of the employee within five (5) working days after the complaint is made shall not be made the basis for disciplinary action against the employee.

ARTICLE 48 – PERSONNEL RECORDS

A. The only official personnel files for each teacher shall be maintained in the Office of the Board of Education.

B. Any material placed in the file shall be signed and dated by the person directing its placement in the file and by the teacher and a copy given to the teacher. If the teacher refuses to sign the material, such fact shall be noted.

C. No anonymous letters or materials shall be placed in any teacher's file, nor shall they be made a matter of record.

D. Teachers shall be entitled to view or make copies of materials in their file under the supervision of an administrator or designee.

E. Any documentary information outside the file which is to form the basis of a teacher's evaluation or a recommendation for employment or non-employment will be furnished to the teacher at least ten (10) days prior to its use.

ARTICLE 49 – FORMS

All forms relevant to the teaching staff such as, but not limited to, the following: all requests for leave, evaluation instrument, any administrative attachments to other forms or statements, contracts, limited and continuing, supplemental and extended time contracts, disciplinary action, intra-school substitute contract, and any others as requested by the UREA, Administration, or the Board of Education, shall be incorporated into this agreement by Addendum.

No other forms which directly affect the contract status of any teacher or that teacher's evaluation are to be used without agreement of the parties involved.

ARTICLE 50 – STUDENT DISCIPLINE

A. An employee may refer to the Principal or other appropriate employee of the Board, a student who seriously interferes with the learning opportunities of other students in the classroom.

B. If a student's conduct or presence poses a danger to persons or to property within a classroom or that student proves to be an ongoing danger, the student may be removed for the safety of the classroom. The employee must then notify the Principal of the student's behavior. The Principal may request the teacher to be present during the discipline hearing. Regardless, the Principal will report to the teacher what action has been taken before the student is permitted to return to the classroom.

C. An employee may, within the scope of his/her employment, use and employ such amount of force that is reasonable and as is necessary to quell a disturbance threatening injury to others, to attain possession of weapons or other dangerous object, or for the purpose of self defense or for the protection of other persons or the property of the Board.

D. In the event that a physical confrontation between an employee and a student occurs, the employee shall report the incident to the Principal. In every instance of a physical confrontation against an employee, the Principal will report to the employee what action has been taken with the student before the student is permitted to return to the classroom.

E. In any event, the employee retains the right to appeal a disciplinary decision, or lack thereof, to the Superintendent and the Board of Education.

ARTICLE 51 – HIRING OF RETIRED TEACHERS

A teacher retired under STRS ("re-employed teacher") may be employed/re-employed under the following conditions:

A. The Board is under no obligation to employ any retired teacher and there is no expectation of re-employment when a teacher retires from the Riverside Local School District. Re-employed teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Re-employed teachers who previously worked in the District are not guaranteed a particular assignment upon re-employment. Re-employed teachers will be assigned to positions that are within their certification/licensure area(s) and are eligible for transfers pursuant to the negotiated agreement.

B. Re-employed teachers will be placed, at the Board's discretion, on any step between zero and eight years of service on the salary schedule. Once initially placed on a step, any subsequent re-employment shall be on the same step. Re-employed teachers shall be given full credit for their educational level at the time of their retirement. The District will only be responsible for single coverage only.

C. Re-employed teachers are eligible for the Riverside Local Schools insurance program. The District will be responsible for the cost of single coverage only. If the retire-hired teacher elects to participate in family insurance, then the employee is responsible for the paying the cost of the difference between the single and family plan.

D. Re-employed teachers shall be given full credit for their educational level at the time of their retirement.

E. Re-employed teachers are not eligible for continuing contracts; rather, they will be awarded one-year contracts that will automatically expire at the end of each school year without notice of non-renewal and without compliance with O.R.C. Sections 3319.11 and 3319.111. For purposes of re-employed teachers, the parties expressly agree that this provision supersedes and replaces O.R.C. Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained in the negotiated agreement. Performance evaluations of re-employed teachers will be conducted annually. Such evaluations may be formal or informal assessments at the discretion of the building principal.

F. Re-employed teachers may not accrue additional STRS credit as a result of their service following re-employment. Instead, the Board and the re-employed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the re-employed teacher's accumulated contributions during his/her period of service as a regular teacher following re-employment. For additional information concerning the annuity see O.R.C. Section 3307.35.

G. Seniority for re-employed teachers returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the re-employed teacher's entire "post-retirement" tenure. In the event of a reduction in force the re-employed teacher will not have any of the bumping rights set forth in the negotiated agreement.

H. Re-employed teachers are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.

I. Re-employed teachers will be eligible to accumulate sick leave. Sick leave shall commence at zero (0) days for re-employed teachers. The parties expressly agree that this provision supersedes and replaces O.R.C. Section 3319.141.

J. Subject to these provisions, re-employed teachers are part of the bargaining unit.

K. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, and federal laws and regulations.

L. Unless otherwise limited by this article, re-employed teachers are afforded all other rights set forth in this contract.

ARTICLE 52 – FAIR SHARE FEE

When the United Riverside Education Association reaches a total membership that is equal to or greater than seventy percent (70%) of the total potential membership, a "fair share" fee for non-members will be implemented in the following school year (example - if the membership reaches the required percentage after new enrollment in September of the 2013-2014 school year, the fee will be assessed to non-members in the 2014-2015 school year). The guidelines for fee assessment will then be as follows:

A. Payroll Deduction of Fair Share Fee: The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the United Riverside 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.

B. Notification of the amount of Fair Share Fee: Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board no later than September 15 of each year that the fee is imposed for the purpose of determining amounts to be payroll-deducted. The Board agrees to promptly transmit the amounts to be deducted to the Association.

1. Schedule of Fair Share Fee Deductions

   a. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 of each year. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of sixty days employment in the bargaining unit position or January 15.

2. The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

C. Procedure for Rebate

The Union represents to the employer 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 Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

D. Entitlement to Rebate

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

E. Indemnification of Employer

The Union on behalf of itself and the OEA and NEA agrees to indemnify the employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The employer 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;

2. The Union Shall reserve the right to designate counsel to represent and defend the employer;

3. The employer agrees to (1) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (2) permit the Union or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;

4. The employer acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE 53 – AGREEMENT PRINTING

Costs of printing this contract will be borne as follows: The Board will provide the Association with five printed copies. Copies of the contract will be distributed by the Association.

DURATION

This agreement shall become effective on the first day of July 2013 and remain in effect through the 30th day of June 2016. All teachers' school year begins the first teacher work day as per the Riverside Local Schools adopted calendar for each school year. For the 2014-15 and 2015-16 school years, the parties shall reopen negotiations as per Addendum A of the Master Contract for salary (including supplemental salary) and up to three (3) additional items for each party. Of the three (3) additional items that may be included in the reopeners, insurance shall not be included in any reopener and Article 18 shall remain "as is" for the entire duration of this agreement (through June 30, 2016). Addendum A of the Master Agreement requires that such negotiations shall commence on or before May 1 and conclude by June 30.

For the 2013-2014 school year, the parties hereby agree to award teachers with 17, 18, 19, 21, 22, 23, 24 and 26 years of experience on the salary schedule a one-time lump sum payment of five hundred dollars ($500) payable in a separate check no later than November 30, 2013. The parties further agree to add a Step 27 (Step 25 x 2.5%) for those teachers with 27 or more years of experience on the salary schedule.

SIGNATURES:

FOR THE RIVERSIDE BOARD OF EDUCATION:

9-12-2013
President of the Board — Date

9/9/13
Treasurer — Date

9-9-13
Superintendent — Date

9/12/13
Board Member — Date

FOR THE UNITED RIVERSIDE EDUCATION ASSOCIATION:

Brenda Lowery 9/8/13
Association President — Date

9/9/13
Negotiations Committee — Date

Chuck Butschman 9/9/13
Negotiations Committee — Date

Jennifer Walls 9/9/13
Negotiations Committee — Date

RATIFIED BY THE UNITED RIVERSIDE EDUCATION ASSOCIATION ON THE 16TH DAY OF JULY, 2013.

RATIFIED BY THE RIVERSIDE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION ON THE 23 DAY OF July, 2013.

Addendum A – Negotiation Procedure

A. Negotiations shall commence on or about May 1 of each year, unless otherwise mutually agreed to, and continue for a period of up to sixty (60) calendar days. The deadline for completion of negotiations shall be June 30.

B. The parties agree that all proposals for negotiations will be submitted at the first bargaining session, complete, and in written form. No new proposals may be submitted after this initial meeting unless by mutual agreement.

C. The parties agree that all negotiations shall be conducted in executive session between the two parties. No news release shall be made unless by mutual agreement.

D. Negotiations sessions shall last for a maximum of three (3) hours in length. This time limit may be extended by mutual agreement.

E. Upon proper notification, either party may call for a caucus. Caucus time shall be limited to thirty (30) minutes. The time limits may be extended by mutual agreement.

F. Both parties will come to the table cloaked with the necessary authority to reach tentative agreement. When tentative agreement has been reached, it shall be initialed by the chief spokesperson of the parties. When all items have been tentatively agreed to, they shall comprise a tentative settlement that shall be considered ratification by the Association and for approval by the Board.

G. Each party shall be limited to a maximum of four (4) members per negotiating team. However, each party may have up to two (2) observers present at each meeting. These observers will not be permitted to speak unless mutually agreed upon by both parties.

H. All negotiations shall be completed by contract and date.

I. The initial session and all future sessions shall not adjourn until a time, place, and date have been established for the next bargaining session; until all matters submitted for bargaining have been agreed to or otherwise resolved.

J. All parties are expected to deal fairly with each other and to conduct negotiations in good faith. Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why.

K. Exchange of Information – The Board and the Association agree to provide the other, upon request, pertinent information to areas that may be discussed during the bargaining period.

L. Impasse - If an agreement on items cannot be reached, either party may petition the services of the Federal Mediation Conciliation Services (FMCS) for the appointment of a mediator to assist in the impasse. The parties shall attend all meetings called by the mediator. The mediator shall not have the authority to bind the parties to any settlement. In the event the members of the Joint Negotiation Committee are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Exclusive Representative shall have the right to proceed in accordance with *Section 4117.14D(2)*[1] and *Section 4117.18 (C)*[2] *of the Ohio Revised Code*, such right being modified by future changes, if any, to the *Ohio Revised Code*.

[1] Public employees other than those listed in Division (D) (1) of this Section have the right to strike under *Chapter 4117 of the Revised Code* provided that the employee organization representing the employees has given a ten (10) days prior written notice of an intent to strike to the public employer and to the Board; however, the Board, at its discretion, may attempt mediation at any time.

[2] No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of the settlement procedures set forth in *Section 4117.14 of the Revised Code*.

Addendum B – Intra-School Substitute Form

Intra-School Substitute

_____ _____
Name Date

For Whom Substituted _____

Subject and Period of Day _____

Signature of Intra-School Substitute:

_____

Please return form to building principal who will sign and forward to Superintendent's Office.

_____ _____
Principal's Signature Superintendent's Signature

_____ periods @ $15.00 + $_____

Addendum C – Teacher's Limited Contract

TEACHER'S CONTRACT – LIMITED

Rev. Code Secs. 3313.33; 3319.08, .09

AN AGREEMENT entered into between ***«FirstName» «LastName»*** of ***«Address1», «City», «County»*** County, Ohio and the BOARD OF EDUCATION OF THE RIVERSIDE LOCAL SCHOOL DISTRICT in Logan County, Ohio; the said ***«FirstName» «LastName»*** hereby agrees to teach in the Public Schools of said District for a period of ***«ContractLength»*** year(s).

Said ***«FirstName» «LastName»*** further agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of the Schools of said District.

IN CONSIDERATION of and for such services, the said Board of Education agrees to pay, at the office of its Treasurer, to the said ***«FirstName» «LastName»*** the sum of ***«Salary»***.

Entered into at DeGraff, Ohio, this _____ day of _____, 20____.

_____
Teacher

THE BOARD OF EDUCATION

By _____
President

_____
Treasurer

Sec. 3319.12. Each Board of Education shall cause notice to be given annually not later than July 1 to each teacher who holds a contract valid for the succeeding year, as to the salary to be paid such teacher during such year.

Provisions of Sec. 3319.11 as to expiration, apply to all Limited Contracts.

Addendum D – Teacher's Continuing Contract

TEACHER'S CONTRACT – CONTINUING

Rev. Code Secs. 3313.33; 3319.09, .11, .12

AN AGREEMENT entered into between ***«FirstName» «LastName»*** of ***«Address1», «Address2», «City», «County»*** County, Ohio and the BOARD OF EDUCATION OF THE RIVERSIDE LOCAL SCHOOL DISTRICT in Logan County, Ohio; the said ***«FirstName» «LastName»*** hereby agrees to teach in the Public Schools of said District from the date of this Contract until (s) he resigns, elects to retire, is retired pursuant to law, or until said Contract is terminated or suspended as provided by law.

Said ***«FirstName» «LastName»*** further agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of the Schools of said District.

IN CONSIDERATION of and for such services, the said Board of Education agrees to pay, at the office of its Treasurer, to the said ***«FirstName» «LastName»*** the sum of ***«Salary»*** annually. Said sum to be payable in a specified number of monthly installments as shall be indicated in Notices to be sent annually as provided by law.

Entered into at DeGraff, Ohio, this _____ day of _____, 20____.

_____
Teacher

THE BOARD OF EDUCATION

By _____
President

_____
Treasurer

Sec. 3319.12. Each Board of Education shall cause notice to be given annually not later than July 1 to each teacher who holds a contract valid for the succeeding year, as to the salary to be paid such teacher during such year.

Addendum E – Supplemental Contract

SUPPLEMENTAL CONTRACT

This limited contract entered into by and between ***«FirstName» «LastName»*** of ***«Address1» «Address2», «City»***, Ohio, hereinafter referred to as "Employee", and the Riverside Local Board of Education of Logan County, Ohio hereinafter referred to as "Board".

WITNESSETH:

In addition to employee's regular duties, said employee does hereby promise and agree to perform the following duties for and in behalf of said board:

«JobTitle»

and further agrees to abide by and maintain the rules and regulations adopted by such board. Such additional duties shall be performed by the employee during the period beginning
August 1, 20__ and ending ***July 31, 20__.***

In consideration of the duties to be performed by said employee, the board promises and agrees to pay the employee the sum of ***«Salary»***, payable as follows:

One lump sum at the conclusion of the season.

This limited contract entered into at DeGraff, Ohio, this _____ day of _____, 20____ .

_____
Employee

_____
Board of Education President

_____
Treasurer

The board reserves the right to determine if numbers in each respective sport warrant coaching positions.

Addendum F – Request for Sick-Personal-Professional Leave form

Riverside Local Schools

APPLICATION FOR SICK-PERSONAL-PROFESSIONAL LEAVE

The top section is to be completed by employee requesting leave. Principal/supervisor will approve and forward to secretary. Original is to be returned to employee. After requested absence, employee will sign original and return to secretary who will attach substitute's form and forward to the superintendent for approval. The superintendent will forward completed forms to treasurer.

Name of Applicant: _____ Date: _____

# of Days Requested: _____ Dates Requested: _____

Will a substitute be needed? _____

Reason for Requested Absence - Employee should check appropriate box/boxes below.

☐ Sick Leave (Indicate type of sick leave.)

- ☐ Personal Illness/Injury: Nature of Illness/Injury_____
- ☐ Family Illness/Injury: Nature of Illness/Injury_____
- ☐ Death in Family: Name/Relationship_____

☐ Professional Leave (Indicate type of professional leave.)

- ☐ Meeting/Conference/Workshop_____
- ☐ Field Trip_____
- ☐ In-Service_____

☐ Personal Leave – Must be approved 3 days prior to leave. (no reason needed)

☐ Other - Please check one.

- ☐ Vacation
- ☐ Jury Duty
- ☐ Unescused (Dock Pay)

Principal/Supervisor will sign if above absence is acceptable: _____
Signature of Principal/Supervisor

****

This section is to be completed by employee following absence, stapled to substitute form and forwarded to the superintendent for approval.

I_____ certify that I was absent from my assigned duties on the following dates:

_____.

_____
Employee's Signature

****

This section is to be signed by superintendent after completed substitute's form has been attached.
The above absence is acceptable and should be recorded in the personnel records as marked.

_____
Superintendent's Signature

Original-Blue Paper

Addendum G1 – DENTAL INSURANCE

DENTAL BENEFIT INFORMATION		
RIVERSIDE LOCAL SCHOOLS		
A MEMBER OF THE OASIS TRUST - ADMINISTERED BY CORESOURCE		
Group Number 8864		
CoreSource Customer Service: (800) 282-3820		
Claim Address: CoreSource		
PO Box 2621 Clinton, IA 52733-2621		
www.coresource.com		
For participating providers call: Dentemax (800) 782-1647		
www.dentemax.com		
	ALL PROVIDERS	
Individual Calendar Year Deductible	$50	
Family Calendar Year Deductible	$100	
Applies to classes II and III		
Fourth Quarter Deductible Carryover		
Class I – Preventive & Diagnostic	Cleanings, exams, fluorides, x-rays, sealants, palliative treatment, and space maintainers.	The Plan Pays 100% of Usual & Customary Charges
Class II - Basic Restorative	Amalgams, extractions, root canals, oral surgery, bruxism appliances, crown/denture repair, re-cement crowns, anesthesia and periodontics.	The Plan Pays 80% of Usual & Customary Charges
Class III - Major Restorative	bridges, crowns, inlays/onlays, implants and dentures.	The Plan Pays 50% of Usual & Customary Charges
Class IV - Orthodontics	Initial study, appliances, full banding, and retention.	The Plan Pays 50% of Usual & Customary Charges
Calendar Year Maximum Payable Per Person	Includes Classes I, II, & III	$1,200
Orthodontic Lifetime Maximum	Includes Class IV	$1,000
ADULT ORTHO	Covered for dependent children to age 19	
BITEWINGS	2 per 12 consecutive months	
EXAMINATIONS	2 per 12 consecutive months	
FAMILY SECURITY BENEFIT	2 Years	
FLUORIDE TREATMENTS	2 per 12 consecutive months; up to age 19	
FULL MOUTH X-RAYS/PANOREX	1 per 60 consecutive months	
IMPLANTS	Once for the same tooth position in a 5 calendar year period	
PROPHYLAXIS (CLEANINGS)	2 per 12 consecutive months	
PROSTHODONTICS	5 Year Replacement Clause	
SEALANTS	To age 19; once per tooth every 36 months	
This is a summary of benefits only and does not represent a contract.		

Addendum G2 – Vision Insurance

Your eye care benefit is brought to you by Riverside Local School Dist. and VSP.

When visiting a VSP network doctor, you'll receive:
Exam covered in full ..... ***every 12 months***

Prescription Glasses

Lenses covered in full ..... ***every 12 months***
Single vision, lined bifocal and lined trifocal lenses.

Frames ..... ***every 12 months***
Frame of your choice covered up to $ 120.00. Plus, 20% off any out-of-pocket costs.

~OR~

Contacts ..... ***every 12 months***

When you choose contacts instead of glasses, your $105.00 allowance applies to the cost of your lenses and the fitting and evaluation exam. This exam is in addition to your vision exam to ensure proper fit of contacts.

Laser Vision Correction Discounts

Prescription Glasses
- *Up to 20% savings on lens extras such as scratch resistant and anti-reflective coatings and progressives*
- *20% off additional prescription glasses and sunglasses*

Contacts
- *Exclusive pricing on annual supplies of popular brands*
- *15% off cost of contact lens exam (fitting and evaluation)*

Exam & Prescription Glasses **$10.00**
Contacts ..... **No copay applies**

VSP guarantees service from VSP network doctors only.

In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

Addendum G3 – Life Insurance

Riverside Local School District

Products and financial services provided by American United Life Insurance Company® a ONEAMERICA® company One American Square, P.O. Box 6123 Indianapolis, IN 46206-6123 (800) 333-5318

Could your family meet its expenses if you or your spouse died unexpectedly?

24 million U.S. households (22 percent) have no life insurance protection at all.[1]

44 percent of all U.S. households (48 million) either don't own life insurance and believe they should, or own life insurance and believe they need more. Among those that already own some life insurance, 40 percent believe they don't have enough.[1]

Of households with insurance, approximately 12 percent would immediately have trouble meeting everyday living expenses, and another 15 percent would have difficulty keeping up with expenses after several months.[1]

Here is your opportunity to apply for voluntary group term life insurance coverage for you and your family, under a group life insurance policy issued to your employer by American United Life Insurance Company® (AUL), a OneAmerica® company. AUL's contract offers[2]:

- Convenience of payroll deduction
- Affordable premium rates
- Guaranteed issue amount of coverage[3]
- Accidental death and dismemberment benefits
- Waiver of premium benefit
- Accelerated life benefit
- Continuation of insurance options and portability
- Guaranteed increase in benefit
- Family status change
- Additional AD&D benefits: Seat Belt, Air Bag, Repatriation, Child Higher Education, Child Care, Paralysis/Loss of Use, Severe Burns

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[1] LIMRA International (2005): Facts About Life 2005, (p.1)

[2] This invitation to inquire allows eligible employees an opportunity to inquire further about group insurance coverage and is limited in its description of the losses for which benefits may be payable. The contract has exclusions, limitations, reduction of benefits, and terms under which the contract may be continued in force or discontinued. The contract may contain a waiting or elimination period between the effective date of the contract and the effective date of coverage, and between the date a loss occurs and the date benefits begin to be payable for the loss. Any payable benefit is based on a percentage of an insured's coverage earnings subject to AUL's approval, contract maximums, reduction by other income benefits and according to contract terms and conditions.

[3] If an employee does not apply timely and/or applies for an amount greater than the guaranteed issue amount, coverage will not be available until after undergoing medical underwriting and receiving written approval from AUL.

Riverside Local School District

Products and financial services provided by American United Life Insurance Company® a ONEAMERICA® company
One American Square, P.O. Box 6123
Indianapolis, IN 46206-6123
(800) 553-5378

OneAmerica®

AUL's Group Voluntary Term Life and AD&D Insurance Coverage for Eligible Employees

Guaranteed issue amount: $150,000	If you are eligible and you enroll timely, you will be able to apply for coverage up to the guaranteed issue amount without providing Evidence of Insurability. Any amount of coverage requested as a late enrollee or in excess of the guaranteed issue amount will first require medical underwriting and written approval by AUL. If approved, coverage will become effective on the date identified by AUL.
Flexible choices	You may apply for a flat benefit amount of group life insurance coverage in increments of $1,000, in a minimum amount of $10,000, and up to a maximum amount of $300,000.
Accidental death and dismemberment (AD&D) benefits	If approved for this benefit, additional life insurance benefits may be payable for you or a dependent(s) who have an accident which results in death or dismemberment as defined in the contract.
Accidental death and dismemberment (AD&D) with seat belt and air bag benefit	If approved for this benefit, after the employee and or his dependent(s) suffers a loss under the contract as a result of an automobile accident while properly wearing a seat belt and an air bag deploys properly, an additional amount may be payable under the contract.
Guaranteed increase in benefit (GIB)	If eligible, you may apply for an additional amount of coverage offered by AUL at each AUL approved scheduled enrollment period without providing Evidence of Insurability. You can increase your coverage annually by the greater of of 10% or $10,000.
Family status change	If eligible and a qualifying event has occured, you may apply for an additional amount of coverage for the event.
Waiver of premium benefit	If eligible under the insurance contract and approved for this benefit, AUL will waive premium payments for your coverage while you remain totally disabled.
Accelerated life benefit	If eligible for this benefit, you or your spouse may apply for payment of 25%, 50% or 75% of the amount of life insurance coverage. A benefit is also payable due to cognitive impairment or loss of ADL.
Portability	You may be eligible to apply for continuation of coverage should your coverage terminate. Approval for this benefit will extend your coverage for an additional period of time.
Continuation of insurance	You may be eligible to request continuance of insurance should you take a temporary leave of absence or if you are on temporary layoff.
Eligible employees	An eligible employee is a full-time employee legally authorized to work and reside in the US. If you are not actively at work on the contract effective date, group insurance coverage will not start until you return to full-time active work.
Evidence of insurability	If you do not enroll timely, or if amounts of coverage greater than the guaranteed issue amount are requested, you will be required to provide a statement or proof of medical history. AUL will then review that information to determine if coverage can be approved.
Suicide limitation	The certificate of insurance contract contains a Suicide Limitation. This limitation may vary by state.

Riverside Local School District

AMERICAN UNITED LIFE INSURANCE COMPANY
a ONEAMERICA financial partner

ONEAMERICA

Premiums for Voluntary Term Life and matching ADD Coverage

EMPLOYEE COVERAGE

Use age as of 01/01/2013

Premiums will be deducted once a MONTH for employees

	0 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70+
$10,000	$0.75	$0.75	$0.95	$1.35	$1.95	$3.25	$5.25	$6.95	$10.45	$24.15
$20,000	$1.50	$1.50	$1.90	$2.70	$3.90	$6.50	$10.50	$13.90	$20.90	$48.30
$25,000	$1.88	$1.88	$2.38	$3.38	$4.88	$8.13	$13.13	$17.38	$26.13	$60.38
$30,000	$2.25	$2.25	$2.85	$4.05	$5.85	$9.75	$15.75	$20.85	$31.35	$72.45
$40,000	$3.00	$3.00	$3.80	$5.40	$7.80	$13.00	$21.00	$27.80	$41.80	$96.60
$50,000	$3.75	$3.75	$4.75	$6.75	$9.75	$16.25	$26.25	$34.75	$52.25	$120.75
$60,000	$4.50	$4.50	$5.70	$8.10	$11.70	$19.50	$31.50	$41.70	$62.70	$144.90
$70,000	$5.25	$5.25	$6.65	$9.45	$13.65	$22.75	$36.75	$48.65	$73.15	$169.05
$75,000	$5.63	$5.63	$7.13	$10.13	$14.63	$24.38	$39.38	$52.13	$78.38	$181.13
$80,000	$6.00	$6.00	$7.60	$10.80	$15.60	$26.00	$42.00	$55.60	$83.60	$193.20
$90,000	$6.75	$6.75	$8.55	$12.15	$17.55	$29.25	$47.25	$62.55	$94.05	$217.35
$100,000	$7.50	$7.50	$9.50	$13.50	$19.50	$32.50	$52.50	$69.50	$104.50	$241.50
$110,000	$8.25	$8.25	$10.45	$14.85	$21.45	$35.75	$57.75	$76.45	$114.95	$265.65
$120,000	$9.00	$9.00	$11.40	$16.20	$23.40	$39.00	$63.00	$83.40	$125.40	$289.80
$125,000	$9.38	$9.38	$11.88	$16.88	$24.38	$40.63	$65.63	$86.88	$130.63	$301.88
$130,000	$9.75	$9.75	$12.35	$17.55	$25.35	$42.25	$68.25	$90.35	$135.85	$313.95
$135,000	$10.13	$10.13	$12.83	$18.23	$26.33	$43.88	$70.88	$93.83	$141.08	$326.03
$140,000	$10.50	$10.50	$13.30	$18.90	$27.30	$45.50	$73.50	$97.30	$146.30	$338.10
$150,000	$11.25	$11.25	$14.25	$20.25	$29.25	$48.75	$78.75	$104.25	$156.75	$362.25
$175,000	$13.13	$13.13	$16.63	$23.63	$34.13	$56.88	$91.88	$121.63	$182.88	$422.63
$200,000	$15.00	$15.00	$19.00	$27.00	$39.00	$65.00	$105.00	$139.00	$209.00	$483.00
$250,000	$18.75	$18.75	$23.75	$33.75	$48.75	$81.25	$131.25	$173.75	$261.25	$603.75
$300,000	$22.50	$22.50	$28.50	$40.50	$58.50	$97.50	$157.50	$208.50	$313.50	$724.50

Group Enrollment Form

Products and financial services provided by American United Life Insurance Company® a ONEAMERICA® company
One American Square, P.O. Box 6123
Indianapolis, IN 46206-6123
(800) 333-5311

Applicant's Full Legal Name:			Employment Status: ☒ Active ☐ Retired
	Applicant's State of Residence:	Applicant's Residential Zip Code:	Gender: ☐ Male ☐ Female
Date of Birth:	Marital Status: ☐ Single ☐ Married	Employer: Riverside Local School District	
Employed Full-Time: ☒ Yes ☐ No	Hours worked per week:	Employer's City:	State:
		Are you authorized to work and reside in the US? ☐ Yes ☐ No	
Name of Primary Beneficiary		Relationship	SSN/Date of Birth
Name of Contingent Beneficiary		Relationship	SSN/Date of Birth

COVERAGE BEING APPLIED FOR: Apply for or decline each coverage listed below. Not checking either box will be considered a declination of that coverage.

Request	Decline	
[X]	[ ]	Term Life/AD&D
[ ]	[ ]	Voluntary Term Life/AD&D $_____
	[ ]	*Voluntary Term Dependent Life Coverage

	[ ] Option 1	[ ] Option 2	[ ] Option 3	[ ] Option 4
Spouse	$5,000	$10,000	$15,000	$20,000
Child	$2,500	$ 5,000	$ 7,500	$10,000

*If spouse is included in dependent coverage:
Name _____ Date of birth _____

NOTE: Coverage is only offered and available to eligible Dependents who are authorized to reside in the United States.

- I hereby apply for the group insurance coverage for which I and my dependents, if any, are eligible and available under AUL's policy. I understand receipt of any coverage greater than the guaranteed issue amount or application for coverage after the approved enrollment period first requires medical underwriting and written approval by AUL.
- I authorize my employer to deduct from my wages the amount of premium required for the amount of coverage approved by AUL, including any premium increases due to age bracket or salary changes when applicable. Premium payments greater than the amount of premium owed will not result in additional coverage under AUL's policy.
- The undersigned represents any information or documents provided to AUL by the undersigned prior to and after the date of the application for insurance and the facts and other matters contained in the foregoing are true and accurate to the best of the undersigned's knowledge and belief.

  The undersigned understands and agrees 1. Any insurance coverage or benefits are contingent upon any statements made to AUL as being complete and correct and 2. Benefits under any policy will be paid only if AUL decides in its discretion the applicant is entitled to them. The undersigned have read, understand, and retained the notices, limitations, and exclusions for his/her records.
- Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

Date: _____ Signature of Applicant: _____

MUST BE COMPLETED BY THE EMPLOYER

Group Policy: 00610712-0112	Class # :	FT Hired Date:	Occupation:
Salary	Mode: [ ] Hourly [ ] Weekly [ ] Bi-Weekly [ ] Semi-Monthly [ ] Monthly [X] Annually		

Riverside Local School District

Products and financial services provided by American United Life Insurance Company® a ONEAMERICA® company
One American Square, P.O. Box 6123
Indianapolis, IN 46206-6123
(800) 553-5318

AUL's Group Voluntary Term Life Insurance Coverage Available to Eligible Dependents

Amount of Coverage Offered

The amount of coverage for eligible dependents cannot exceed 100% of the employee's amount of coverage. Spouse and child(ren) coverage must be from the same option. Coverage is only offered and available to eligible Dependents who are authorized to reside in the United States.

Accelerated Life Benefit for Spouse
Suicide Limitation
Portability Option (If Employee continues coverage under this option)
Conversion Options

Eligible Dependents

Any coverage for a spouse or child(ren) cannot become effective before the employee's coverage is approved. If a spouse or child is confined in any medical facility, rehabilitation center, convalescent care facility, nursing home, or correctional facility on the date an employee's coverage is approved, that dependent coverage will not become effective until the spouse or child is released from such confinement and pursuant to the contract provisions.

Dependent Voluntary Term Life Insurance Options[5]

Dependent Type	Option 1	Option 2	Option 3	Option 4
Spouse	$5,000	$10,000	$15,000	$20,000
Dependent Child(ren) - live birth to age 26	$2,500	$5,000	$7,500	$10,000
MONTHLY Dependent Group Voluntary Term Life Insurance Premiums[1]				
Family	$2.00	$4.00	$6.00	$8.00

* Age and Definition of Child(ren) may vary by state.

[1]Coverage for child(ren) and spouses does terminate when they are no longer classified as dependents.

Addendum H – Evaluation and Evaluation Procedures

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	**FOCUS FOR LEARNING** **(Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measureable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA **(Standard 3: Assessment)** *Sources of Evidence:* Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson. The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems. The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
	Evidence				

INSTRUCTIONAL PLANNING	**KNOWLEDGE OF STUDENTS (Standard 1: Students)** *Sources of Evidence:* Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information. The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information. The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
	Evidence				

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	**LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Formal Observation Classroom Walkthroughs/ Informal Observations	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking. The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion. The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques. The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
	Evidence				
	DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
	Evidence				

Instruction and Assessment				
	Ineffective	Developing	Proficient	Accomplished
RESOURCES **(Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
Evidence				

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.	The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.
		There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.	Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.	Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.
		Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.	The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).	Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.
		The teacher creates a learning environment that allows for little or no communication or engagement with families.	The teacher welcomes communication from families and replies in a timely manner.	The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.
		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.	A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
	Evidence				

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	The teacher does not routinely use assessments to measure student mastery.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.
		The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.	The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion	The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.	The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.
		The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.	The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.	The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.	By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.
		The teacher does not provide students with feedback about their learning.	Students receive occasional or limited feedback about their performance from the teacher.	The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.
	Evidence				

Professionalism					
		Ineffective	Developing	Proficient	Accomplished
PROFESSIONALISM	PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth) *Sources of Evidence:* Professional Development Plan or Improvement Plan, Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues. The teacher fails to understand and follow regulations, policies, and agreements. The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome. The teacher understands and follows district policies and state and federal regulations at a minimal level. The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies. The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations. The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities. The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom. The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.
	Evidence				

Your Anthem Benefits

Anthem.

Logan County Schools
Blue Access℠ for Health Savings Accounts
Summary of Benefits, Effective 10/01/2012

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits. At this time, we do not expect rates to be impacted by these changes.

Covered Benefits	Network	Non-Network
Deductible *Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does not apply to family coverage.* *(This only applies to non-embedded deductible designs.)*	Single: $2,000 Family: $4,000	Single: $2,000 Family: $4,000
Out-of-Pocket Limit	Single: $2,000 Family: $4,000	Single: $4,000 Family: $8,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) • Including Office Surgeries, allergy serum, allergy injections and allergy testing	0%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams, Routine Mammograms, Diabetic Education and Certain Medical Nutritional Therapy (Network only)		
• Physician Home and Office Visits (PCP/SCP)	No copayment/coinsurance	30%
• Other Outpatient Services @ Hospital/Alternative Care Facility	No copayment/coinsurance	30%
Emergency and Urgent Care		
• **Emergency Room Services @ Hospital (facility/other covered services)** *(copayment waived if admitted)*	0%	0%
• **Urgent Care Center Services**	0%	0%
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	0%	30%
Inpatient Facility Services Unlimited days except for: • 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 90 days Network/Non-Network combined for skilled nursing facility	0%	30%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	0%	30%
Other Outpatient Services *(including but not limited to)*: • Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. • Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy) • Durable Medical Equipment and Orthotics (Network/Non-network combined) $4,000 benefit maximum (excluding Prosthetic Devices and Medical Supplies) • Prosthetic Devices $4,000 benefit maximum • Physical Medicine Therapy Day Rehabilitation programs	0%	30%
• Hospice Care	0%	0%
• Ambulance Services	0%	0%

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Covered Benefits	Network	Non-Network
Outpatient Therapy Services **(Combined Network & Non-Network limits apply)** • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Physical therapy: 20 visits • Occupational therapy: 20 visits • Manipulation therapy: 12 visits • Speech therapy: 20 visits	 0% 0%	 30% 30%
Behavioral Health Services • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 0% 0% 0% 0%	 30% 30% 30% 30%
Human Organ and Tissue Transplants • Acquisition and transplant procedures, harvest and storage.	0%	30%
Prescription Drugs **Network Tier structure equals 1/2/3 (and 4, if applicable)** • **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip • **Anthem Rx Direct Mail Service:** (90-day supply) Includes diabetic test strip **Medicare Rx - Wrap** **Specialty Medications** must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	 0% 0%	 30%[2] Not covered
Lifetime Maximum (Combined Network and Non-network)	Unlimited	Unlimited

Notes:

- *All deductibles and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).*
- *Deductible(s) apply to covered services listed with a percentage (%) coinsurance including prescription drugs and may not apply to some Behavioral Health services where coinsurance applies.*
- *Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.*
- *Dependent Age: to the end of the calendar year which the child attains age 26.*
- *No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.*
- *PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.*
- *SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.*
- *Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.*
- *Benefit period = calendar year*

[1]We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, testing and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services (Mental Health and Substance Abuse) benefits provided in accordance with Federal Mental Health parity.
[2]Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
[3]Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

Precertification:

- *Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.*

Pre-existing Exclusion Period:
We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements):
12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6 month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Authorized group signature (if applicable)	Date 8/20/12
Underwriting signature (if applicable)	Date

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Your Summary of Benefits

Anthem.

Logan County Schools
Blue Access® (PPO)
Effective 10/01/2012

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	None	$300/$600
Out-of-Pocket Limit (Single/Family)	$500/$1,000	$1,000/$2,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:	$10/$10	30%
• allergy injections (PCP and SCP)	$5	30%
• allergy testing	No copayment/coinsurance	30%
• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies,	No copayment/coinsurance	30%
• Non-maternity related Ultrasounds and pharmaceutical products		
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations[1], Annual diabetic eye exam, Vision and Hearing screenings		
• Physician Home and Office Visits (PCP/SCP)	No copayment/coinsurance	30%
• Other Outpatient Services @ Hospital/Alternative Care Facility	No copayment/coinsurance	30%
Emergency and Urgent Care		
Emergency Room Services	$50	$50
• **facility/other covered services** (copayment waived if admitted)		
Urgent Care Center Services	$35	30%
• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products	No copayment/coinsurance	30%
• Allergy injections	$5	30%
• **Allergy testing**	$10	30%
Inpatient and Outpatient Professional Services Include but are not limited to:	No copayment/coinsurance	30%
• Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams		
Blue 5.0		

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Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: • 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 90 days for skilled nursing facility	$100	30%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	$50	30%
Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services 90 (excludes IV Therapy) • Durable Medical Equipment and Orthotics • Prosthetic Devices • Prosthetic Limbs • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	No copayment/coinsurance No copayment/coinsurance No copayment/coinsurance	30% No copayment/coinsurance No copayment/coinsurance
Outpatient Therapy Services (Combined Network & Non-Network limits) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Cardiac Rehabilitation 36 visits • Pulmonary Rehabilitation 30 visits • Physical Therapy: 30 visits • Occupational Therapy: 30 visits • Manipulation Therapy: 12 visits • Speech therapy: 20 visits	 $10/$10 No copayment/coinsurance	 30% 30%
Accidental Dental: $3,000 (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: **Mental Illness and Substance Abuse**[2] • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 $100 No copayment/coinsurance $10 No copayment/coinsurance	 30%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Human Organ and Tissue Transplants[3] • Acquisition and transplant procedures, harvest and storage.	No copayment/coinsurance	50%
Prescription Drugs **Network Tier structure equals 1/2/3 (and 4, if applicable)** • **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip • **Anthem Rx Direct Mail Service:** (90-day supply) Includes diabetic test strip Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap **Specialty Medications** must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	 $8/$15/$15 $16/$30/$30	 50%, min $30[5] Not covered
Lifetime Maximum	Unlimited	Unlimited

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to the end of the calendar year which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
2 We encourage you to review the Schedule of Benefits for limitations.
3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
4 If applicable, all prescription drug expenses except tier 1, (Network Retail/Mail-service combined) apply to the per individual RX deductible. Once the RX deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.
5 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Your Summary of Benefits

Precertification:
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Exclusion Period:
We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements and excludes members under age 19):

12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6-month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date 3/20/11
Underwriting signature (if applicable)	Date