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CONTRACT

BETWEEN THE

***RIVERSIDE LOCAL
EDUCATION
ASSOCIATION***

AND THE

***RIVERSIDE LOCAL
BOARD OF EDUCATION***

2014 – 2016

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ARTICLE I

RECOGNITION/NEGOTIATIONS PROCESS

- A. **RECOGNITION** - The Riverside Local School Board recognizes the Riverside Local Education Association as the exclusive bargaining representative of all regularly employed certificated staff employed by the Board excluding management, supervisory, and other personnel excluded under 4117.01.
- B. **SCOPE OF NEGOTIATIONS** - The Board and the Association pledge to bargain collectively. The scope of negotiations shall be all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.
- C. **BARGAINING TEAM MAKE-UP** - The Board and the Association are each allowed to bring to the negotiations table a bargaining team of up to five (5) members selected by the respective parties and designated to the other party. Each team is also allowed to have present at any given negotiations session two (2) observers limited to non-speaking roles. Either team may also bring one or more consultants to the table on an as-needed basis. In addition, the two teams may agree from time to time to admit additional persons for mutually agreeable reasons. Each team will designate a spokesperson who will lead discussions, may grant other members of their respective teams the right to lead discussions, and/or may agree to allow other persons mutually invited to the negotiations table the right to lead discussions.
- D. **PROCEDURE** - Full-scale negotiations may take place after January 1, 2016, if mutually agreed to, or after April 2016, in accordance with the procedure herein. If negotiations have not already begun on the first Tuesday following April 15, 2016, the parties shall meet at 3:40 p.m. in the Board's meeting room for the purpose of exchanging written proposals, which proposals when merged shall comprise the agenda for negotiation of a successor contract. At said meeting the parties shall:

1. Name their respective bargaining team members and designate their respective chief spokesperson; and
2. Agree upon a schedule of negotiation meetings.

All regularly scheduled, non-impasse, negotiating sessions will be held at the Board's office or, by agreement, alternately at the Board office and the UniServ office.

- E. **TIME LINES** - At any time after May 15, either party may request the assistance of the Federal Mediation and Conciliation Service ("FMCS"). Continued negotiations with FMCS assistance pursuant to this provision shall constitute the "mutually agreed upon alternative dispute resolution procedure," which shall supersede the mediation and fact-finding procedures provided by Section 4117.14 of the Ohio Revised Code; except that the Association expressly reserves the right to strike, as provided by statute, after contract expiration and ten-day notice if this mediation procedure does not result in settlement.

- F. **AID TO NEGOTIATION** - Third party costs, if any, incurred during the foregoing mediation shall be shared equally by the parties. The teams shall cooperate fully with the mediator who shall have authority as is necessary to bring about a tentative agreement, except that the mediator shall have no authority to force one party or the other to agree upon or even vote upon any position to which that party's team does not agree. Unless mutually agreed otherwise meetings will be held within ten (10) miles of the Board's central office; they shall not extend beyond eight (8) hours in any one day; they shall not be held on Sundays; on school days they shall not commence prior to 3:30 p.m. nor extend beyond 10:00 p.m.; and on other days they shall not commence before 8:30 a.m., or as a general rule, extend beyond 10:00 p.m.
- G. **AGREEMENT** - The tentative agreements of topics shall be reduced to writing under one cover and made available to the respective parties, which shall act upon the total tentative agreement in accordance with their rules and these terms.

Once ratified the tentative agreement shall be placed in writing under one cover and the proper representatives of the parties shall affix their signatures.

Within thirty (30) days after signing the Contract, the RLEA shall have the Contract printed with expense shared on a fifty-fifty basis.

- H. **PUBLIC COMMUNICATION** - Negotiations sessions shall not be open to the public. Prior to impasse, news releases, if any, shall be limited to joint releases. If impasse is reached, each party is free to communicate to the public without consent of the other.

ARTICLE II

COMMITTEES

- A. **FACULTY-ADMINISTRATION COMMITTEE** - The parties agree that during the term of this Agreement, a Faculty-Administration Committee will be established for the purpose of discussing topics of individual or mutual consent. Topics to be discussed shall be presented on a written agenda one (1) week prior to the meeting; however, additional topics not on the agenda may also be discussed by the parties.

The committee shall meet as needed.

The committee shall consist of the President of the Association or designee and up to three (3) additional members, and the Superintendent of Schools or designee and up to three (3) additional members. With the exception of the President of the Association and the Superintendent of Schools, other members of the committee may vary to meet the specific topics/issues to be addressed by the committee.

Minutes of each committee meeting shall be taken. A copy of the minutes shall be mutually approved by the President of the Association and the Superintendent of Schools before the minutes are distributed to committee members.

- B. **CRISIS MANAGEMENT** - There shall be a crisis management committee which will set in motion and disseminate procedures designed to provide a framework in the district for response to acts of harm and violence or other emergency situations.

ARTICLE III

ASSOCIATION RIGHTS

- A. **BUILDING USE** - Upon request, the Association, or any committee thereof, shall have the right to use school buildings. On days school is in session, such building use shall be restricted to before or after school hours. The only charges that would be made would be those incurred for special custodial services.
- B. **REPRESENTATIVE VISITATION** - Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before or after school. Such business shall not be transacted during any class time, nor shall such Association business in any way interfere with scheduled building meetings, student-member, parent-member, or administrator-member conferences. All visitors, including Association representatives, must report to the building office before transacting such business. This section shall not be interpreted to prevent making Association announcements at the end of building meetings.
- C. **USE OF EQUIPMENT** - The Association shall have the right to use Board-owned equipment as the parties may agree, provided that such use does not interfere with the use of equipment for school business. The District will provide a reasonable explanation of its denial of any request by the Association to use Board-owned equipment.
- D. **BULLETIN BOARDS - MAIL** - The Association shall have the exclusive use of at least one (1) bulletin board in each building lounge for the purpose of posting notices of its activities and matters of Association concern.

The Association shall have use of mailboxes, inter-school mail, and/or daily bulletins for communications to bargaining unit members. The Association may announce RLEA meeting dates and topics at faculty meetings providing the principal has advance notice in order to place the item on the agenda.

- E. **BOARD AGENDAS AND FINANCIAL REPORTS** - Upon written request once each year, the Board shall provide the Association President or designated representatives with one (1) copy of the Board agenda before the regular or special board meetings and one (1) copy of the approved minutes after said meeting. Adopted financial reports shall also be provided upon request. The Treasurer shall provide the President of the Association with a written schedule of proposed Board meetings on a yearly basis. Any changes shall be communicated to the President in a timely manner. Each shall be provided at no cost to the Association.
- F. **MEMBER-ADMINISTRATION MEETINGS** - Members are encouraged to meet with the administration on a one-to-one basis when such meeting is of a routine nature.

The Association shall represent any member who so requests. When such representation is requested, the time set for a meeting or continuation of the meeting shall be at the mutual convenience of the member, the Association, and the administration, so long as such convenience does not unreasonably disrupt the timeliness of the meeting.

- G. **ASSOCIATION LEAVE** - The Board will grant up to fifteen (15) days of Association leave per academic year for use by the Association leadership/delegates to attend: assemblies, caucuses, governance meetings, and/or elected/appointed representation positions. Application shall be on the appropriate Board form (Appendix K).

In addition to the user's salary, the Board will only pay for the cost of the substitute.

- H. **NO REPRISALS/RIGHTS UNDER LAW** - No reprisals shall be taken against an employee by reason of his/her utilization of any procedure or activity herein provided for, or on account of his/her membership or position in an organization and its lawfully related activities.

- I. **NONDISCRIMINATION** - The policies and practices of the Board shall be applied without regard to parties race, color, creed, national origin, sex, (including sexual orientation and transgender identity), marital status, age, ancestry, genetic information, national origin, disability, veteran status, use of provisions of this Contract, or membership in the Association.

J. **RIGHT TO FAIR SHARE FEE**

1. **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 Riverside Local Education Association, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. **NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE** - Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. **SCHEDULE OF FAIR SHARE FEE DEDUCTIONS**

- a. **ALL FAIR SHARE FEE PAYORS** - Payroll deduction of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed

after October 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

b. **UPON TERMINATION OF MEMBERSHIP DURING THE MEMBERSHIP YEAR** - The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. **TRANSMITTAL OF DEDUCTIONS** - The Board further agrees to accompany each 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.

5. **PROCEDURE FOR REBATE** - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code, a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. **ENTITLEMENT TO REBATE** - Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. **INDEMNIFICATION OF EMPLOYER** - The Association on behalf of itself and the OEA and NEA agree to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

b. The Association shall reserve the right to designate counsel to represent and defend the employer;

c. The Board agrees to:

(1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;

(2) permit the Association or its affiliates to intervene as a party if it so desires; and/or

(3) not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action.

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

ARTICLE IV

RIGHTS AND RESPONSIBILITIES

A. **RIGHTS OF THE BOARD** - Unless the Board agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the Board to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Board as a unit of government;
8. Effectively manage the workforce;
9. Take actions to carry out the mission of the Board as a governmental unit.

The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

B. **USE OF SCHOOL PHONE** – All members have the right to use the school phone for emergency, personal, and school business calls. The administration shall make reasonable provisions to insure members' privacy when using school telephones. Long distance personal calls may be made on any school phone if personal phone credit cards are used. Personal long distance telephone calls made without personal phone credit cards shall be made from the school office and shall be at the member's

expense. If personal long distance phone calls are not paid for by faculty members, availability of phones for non-credit card personal long distance calls may be discontinued at the building(s) where the problem exists.

- C. **TEACHER SAFETY** – The Board agrees to provide safe working conditions as required by law. The Association agrees that bargaining unit members will observe safe working practices and will promptly report any observed unsafe practices or conditions to the administration.
- D. **STAFF LOUNGE** – Each building shall have at least one (1) staff lounge with at least one (1) bulletin board.
- E. **STUDENT DISCIPLINE** – A handbook containing disciplinary policy and procedure will be distributed to all certified staff at the beginning of the school year. New staff will receive orientation on disciplinary policy, and changes in disciplinary policy will be reviewed with all staff at the beginning of the school year. Elementary parents will be advised of the school discipline policy at the beginning of each school year.
- F. **TEACHER DRESS** - Professional appearance, grooming and attire are important as teachers serve as role models to students. Appearance, grooming and attire are part of the bargaining unit member's personnel record and as such will be evaluated on the evaluation instrument.
- G. **CELLULAR TELEPHONES, PAGERS, ETC.** - All cellular phones, pagers, or any other mobile telecommunication devices must be inoperative (powered off or otherwise disabled) during student contact time and may only be used in cases of emergency.

ARTICLE V

WORKDAY/WORK YEAR

- A. **NEW TEACHERS** - Prior to their first day of school, all bargaining unit members new to the District shall meet with the Board Treasurer and the Assistant Superintendent of Personnel to discuss wages, benefits, and other working conditions as outlined in the Checklist (Appendix T).
- B. **HOURS** - The maximum length of the members' workday shall be seven (7) hours, thirty (30) minutes. The day shall include a minimum of thirty (30) minutes uninterrupted duty-free lunch period. Members shall be required to be present in their assigned school building(s) seven (7) hours, thirty (30) minutes. In a case of extenuating circumstances, the member may request a reasonable accommodation in his/her schedule. Members may be required to report twenty (20) minutes before the beginning of the instructional day.

The administration may extend the workday beyond the limits stated in this section for staff meetings not to exceed one per month. Staff will be expected to attend such meetings. Such extensions normally shall not exceed one (1) hour. Additional staff

meetings may be called, but attendance will not be required outside the teacher workday. The administration may extend the workday beyond the limits stated in this section for in-service programs and conferences with the administration, students, or parents. Such extensions normally shall not exceed one (1) hour.

Members will be required to stay in the building from 8:00 a.m. to 3:00 p.m. on workdays when students are not in attendance, provided that members shall have one full hour for lunch on such days. On Final Check-Out Day, members will be required to be in attendance for two (2) hours. The remainder of the final workday will serve as compensatory time for bargaining unit members' attendance at Open House.

The teacher "workday" is the time a member is required to be in the school building. The "instructional day" will be the time students are required to be in the building for academic instruction. The instructional day will not exceed six hours and thirty minutes at the elementary level. The time teachers are required to supervise students outside of the instructional day will be considered "student contact time". Daily student contact time will not exceed 15 minutes at the elementary level excluding dismissal (bus) duties.

It is understood that teachers may begin preparing earlier for dismissal when warranted. The Board and administration shall have the right to schedule the instructional day within the workday parameters defined in this paragraph, provided that the elementary instructional day shall not exceed six (6) hours and thirty (30) minutes.

Elementary teachers will receive four (4) thirty-five (35) minute plan periods per week, and reasonable efforts will be made to schedule the plan periods on four (4) separate days. Special teachers will receive an equivalent of one hundred forty (140) minutes plan time per week. All elementary classes shall receive instruction from the special teachers assigned to their buildings in the trimester rotation until special classes are reinstated per the 2010-11 school year.

Until "specials" teachers are reinstated to their full schedules (per 2010-11 school year), the elementary duty free thirty-five (35) minute recess time will alternate weekly as follows: three (3) planning periods and two (2) teacher-based team meetings per week, then four (4) planning periods and one (1) teacher-based team meeting per week.

If the school year calendar (i.e. holiday, professional development day, etc.) inequitably affects the number of times an elementary "specials" class meets, the principal will allow the affected staff members to implement an alternate schedule, allowing for make-up of such elementary "special" classes, if possible.

If the school year calendar (i.e., holiday, professional development day, etc.) inequitably affects the number of times an elementary "specials" class meets, the principal will allow the affected staff members to implement an alternate schedule, allowing for make-up of such elementary "special" classes, if possible.

- C. **YEAR** - Except as otherwise provided herein, the maximum number of member workdays during the school year shall be one hundred eighty-three (183) days, subject to such requirements as may be imposed by the state and/or county. The Superintendent shall consult with the Association President prior to preparing the school calendar. However, the Superintendent and the Board retain final authority to determine the calendar. NEOEA Day will not count as part of the 183 days and classes will not be scheduled on NEOEA Day, the Friday before Memorial Day or on the day before Thanksgiving. The school year may consist of up to 178 student instruction days, two (2) days parent conferences/curriculum night, three (3) workdays scheduled at the beginning, middle and end of the school year.

The Board/administration, at their discretion, may schedule up to three (3) additional workdays for in-service, curriculum development, textbook selection and staff meetings. Any additional days would be part of the calendar adopted in the spring preceding the next school year. Members will be paid the daily rate for the BA-0 step divided by 183 days for required attendance on each additional workday. Pay will be included in the December 15 paycheck for days already worked and June 15 paycheck for days worked between December 15 and the end of the school year.

- D. **APPLICABLE LAW & MAKE-UP DAYS** – Under no circumstances shall the composition and duration of the school year violate applicable Ohio law including but not limited to R.C. 3313.48, as amended. However, while applicable Ohio law defines, among other things, the minimum school year, the work year and school calendar set forth in this Article shall nonetheless apply. The work year shall be the school calendar approved by the Board of Education provided it conforms to the relevant provisions of this Agreement. Any make-up hours that the board designates and/or schedules in a given school year due to school closure shall be part of the regular work year under this Article for which no additional compensation shall be paid. Make-up work days due to school closure shall be scheduled with input from the Association.

- E. **OPEN HOUSE AND CONFERENCES** - Bargaining unit members may be required to attend one evening open house.

At the elementary schools and middle school, there shall be three (3) conferences scheduled during the fall of each school year and one (1) conference scheduled during the spring of each school year, and the fall conferences will be scheduled during the hours of 4:00 p.m. until 8:00 p.m. on Tuesday, Wednesday, and/or Thursday.

At the Middle School, one (1) combined curriculum night/conference may be scheduled during the hours of 4:00 p.m. until 8:00 p.m. on Tuesday, Wednesday, and/or Thursday in lieu of a spring conference only. Middle school core teachers

(math, science, social studies, language arts and intervention specialists) shall attend conferences from 4:00 p.m. until 8:00 p.m.

At the Riverside Campus, there shall be two (2) conferences scheduled during the fall of each year, one (1) conference scheduled during the spring of each school year, and one (1) curriculum night scheduled no later than two (2) weeks prior to the start of the student's scheduling period each year, all during the hours of 4:00 p.m. until 8:00 p.m. on Tuesday, Wednesday, and/or Thursday.

Fall conferences will be scheduled following completion of the period with enough time elapsed for parents to be aware of the first grading period's grades. The days on which the conferences are scheduled shall be rotated among the buildings from year to year. If the Tuesday conference day falls on Election Day, RLEA and the administration will confer to decide whether to schedule those conferences on Monday or Wednesday of Election Day week. There shall be a forty-five (45) minute dinner/break to be scheduled by each building during conferences.

No elementary school teacher will be required to see or invite all students' parents to these conferences conducted during the spring of each year.

Bargaining unit members shall not be required to hold conferences with parents of every student; however, bargaining unit members will contact the parents of each student not performing commensurate with his/her ability to request a conference. All teachers shall remain in the building until the conference period concludes at 8:00 p.m. for all conference/curriculum nights.

Should a decision be made to hold walk-in and/or arena style conferences on any or all parent-teacher conference days, such a change will not be considered a change in working conditions.

F. LUNCH/CONFERENCE

1. Teachers may be absent from the building during duty-free lunch periods.
2. The Board and Association recognize that members normally should remain at school during planning/conference periods. However, members may leave the building during such periods with prior permission of the building principal. Such permission shall not unreasonably be denied.

ARTICLE VI

TEACHING LOAD AND ASSIGNMENTS

- A. **NOTIFICATION OF ASSIGNMENT** - All members shall be given written, preliminary notice of their instructional assignments, including building, grade level, and subject areas, for the forthcoming year not later than 10:00 a.m. on check-out day. Notification of final assignment shall be made in writing no later than August 1. Inclusion classes in a bargaining unit member's assignment will be included in the

August 1 notification, if known, or will be communicated by the building principal when known. Such notification shall include written reasons for any changes should the preliminary assignment differ from the final assignment. Any changes of the final assignment after the August 1 date shall be written and shall not be arbitrary or capricious.

- B. **PART-TIME TEACHERS** - Salary and fringe benefits for part-time members will be based upon the proportion of the member's assigned teaching load. (That is, 1/unit, 2/unit, etc., as appropriate.)

A part-time secondary teacher regularly scheduled to teach three (3) or more periods per day (fifteen (15) periods or more per week) will be paid for three periods planning time per week and provided a duty-free lunch.

COMPENSATION - The annual salary paid part-time teachers will be determined by multiplying the percentage of the day worked by the salary they would earn as a full-time teacher. Part-time teachers who meet the Experience Credit requirements below will receive annual increments on the salary schedule for the purpose of determining their annual salary as a part-time teacher.

EXPERIENCE CREDIT - A part-time teacher moving to full-time employment will receive one year of salary schedule experience credit for one hundred twenty (120) days worked as a part-time teacher within the school district. In making this calculation, additional days worked as a substitute teacher will be added to the days worked as a part-time teacher during each school year they are employed as a part-time teacher.

SENIORITY - Each year (120-day minimum) of part-time employment within the district will count as a full year for seniority purposes regarding RIF.

SICK LEAVE/PERSONAL LEAVE - Part-time teachers will earn fifteen (15) days of sick leave and three (3) days of personal leave per school year.

FRINGE BENEFITS - Insurance benefits will be provided on a percentage basis, at the part-time teacher's option, with the teacher paying for the percent of cost that corresponds to the percent of the day that is not contracted. Payroll deduction may be utilized for this purpose.

EXTRA ASSIGNMENTS - If a part-time teacher covers a class during a contracted plan period or substitutes during a non-contracted period, reimbursement will be according to the class coverage schedule of pay.

- C. **TRAVELING TEACHERS** - Members assigned to more than one building in the district will be assigned a home school. For the purposes of this Contract, "home school" will be defined as the school in which the member spends the greatest portion of his/her workday. If the day is split equally between two or more buildings, home school will be the one at which the member begins his/her workday.

Traveling members may be observed in any building in which they teach, but they will be evaluated only by their home school principal. Traveling members will be required to attend building meetings and other after-school events only in their home school, provided that the member may be required to attend conferences at all assigned buildings.

A reasonable effort will be made to house traveling teachers in a single room at each building to avoid further traveling within buildings. Elementary specials who must travel within a building will be allotted reasonable time between each room. Also, a reasonable effort will be made to provide teachers who travel within a building secured storage space in each classroom.

Traveling members will not be required to travel during their lunch period or during their planning periods. Reasonable and necessary travel time will be included in the member's schedule. Once a traveling teacher's schedule is determined, a copy shall be provided to the RLEA President and Elementary Vice President. Members who must travel within the district in connection with their assigned duties will be paid for mileage at the rate and in the manner provided in Article VII of this Contract (Appendix H).

- D. **STUDENT PLACEMENT/GRADE CHANGE** - If an administrator reverses a teacher's recommendation on student placement (retention/promotion) or changes a grade, the teacher shall be notified. If the teacher disagrees, the teacher may complete the Student Placement/Grade Change Form (Appendix F to the Contract), and a copy shall be retained in the student's file. Such notification will extend to students' grades being changed at the secondary level when the ten-day absence policy is waived for individual students.
- E. **COMMITTEES** - If the Board elects to appoint study/curriculum or other program-related committees, no member shall be required to perform or volunteer for duty on same. The hourly rate for curriculum work shall be the same percentage as the hourly rate for class coverage. Participation in such committees may be eligible for LPDC credit.
- Bargaining unit members who agree to be presenters at District staff development programs shall be compensated for preparation time.
- F. **ORIENTATION PROGRAMS** - Student orientation programs that occur at LaMuth prior to the beginning of the school year and require teacher presence will result in the teacher(s) receiving compensation at the class coverage rate.
- G. **END OF YEAR ORDERING** - End of year ordering work shall be done on a voluntary, no extra pay, basis.
- H. **DUTIES** - Elementary members will not be required to supervise students at noon recess or during lunch period as part of their regular teaching duties, and responsibility for such supervision shall be assigned to other personnel. However, this provision shall not relieve the members of their responsibility to intervene or assist in emergencies.

- I. **DUTY PERIOD AT RIVERSIDE CAMPUS** - Riverside Campus members will be assigned one (1) duty period and one (1) conference period each day. The duty and conference periods may be rotated to accommodate common planning time for teachers in accordance with the master schedule. Members assigned lab(s) as part of their schedule will be assigned a duty on a day(s) when the lab(s) is not meeting. A seven (7) period teaching assignment will result in the elimination of the duty period.

Members can be assigned a duty instead of conference time in the case of an emergency - the teacher substitution compensation rate will be paid in such circumstances. For the purpose of this section, an emergency shall exist when there is an unexpected, unplanned need for coverage.

Members at RHS may have their duty and conference periods switched to cover emergency situations.

Teachers who have a "duty period" in their schedules may be called upon to cover another teacher's class or assignment. It is not the intent of this language to have "Duty Period" coverage replace the hiring of a substitute. Under such circumstances, the following will apply:

1. When called upon to cover a class for another teacher, a member assigned a "Duty Period" coverage shall have access to the following documents:
 - (a) Regular or emergency lesson plans
 - (b) Seating charts
 - (c) Information regarding special needs of the "duty" assignment
2. A bargaining unit member assigned to "Duty Period" coverage shall make every effort to fulfill the classroom teacher's regular lesson plan or implement an emergency plan.
3. At the beginning of each school year, a "Duty Period" roster shall be developed listing members on a seniority rotation basis, and this order shall be followed when assigning "Duty Period" coverage. It is agreed that substitutes with two daily preparation/duty periods shall be assigned coverage before bargaining unit members are assigned to a "Duty Period."
4. When reasonably practical, a "Duty Period" assigned member may supervise students in his/her regularly assigned classroom, if mutually agreed to by a building principal.
5. Students misbehaving during a "Duty Period" coverage shall be dealt with pursuant to the rules governing student conduct.
6. A member assigned a "Duty Period" shall only be assigned a duty typically and normally assigned during the defined "workday."

7. The master schedule shall identify the member's "Duty Period" and conference period.
8. A bargaining unit member's conference period shall be governed by contract language included in Article XIII, Section F.
9. The Administration and the RLEA shall annually provide a "Duty Period" survey form to each member who may be assigned a "Duty Period" which shall include options for (a) assigned duty; (b) unassigned duty; (c) seven classes. The principal shall consider these requests when making the master schedule. Members who volunteer for and are scheduled to teach seven classes when the master schedule is developed, or who have four or more preparations, will be excused from department meetings. Members assigned regular duties shall attend weekly department meetings.
10. The Administration shall make every reasonable effort to schedule an equal number of members for each "Duty Period" during the school day.

J. **INCLUSION** - Regular classroom teachers will follow the Individualized Education Plan (IEP) of students with disabilities in making the necessary classroom accommodations and/or modifications. Both the regular education classroom teacher(s) and intervention specialist will be afforded the opportunity to attend IEP meetings and/or provide input with regard to the IEP, change of placement, or exit IEPs for students in their class.

Consideration of class size will be given to the regular classroom teacher for students with IEPs or 504s that require special accommodations or modifications.

Teachers will not be required to provide medical assistance that is normally provided by a physician. No teacher will be required to assist a student with feeding, toileting or other supportive services (catheterization, tubing, suctioning, etc.).

Teachers assigned inclusion students shall have appropriate in-service meetings to facilitate a successful classroom experience for all students. Regular education teachers with the responsibility for the implementation of a student's IEP shall have access to the IEP. They shall be advised by the intervention specialist or therapist assigned to that student and/or accommodations/modifications for which they are responsible. Questions pertaining to the implementation of the IEP should be directed to the intervention specialist assigned to that student and/or the building administrator. Every effort will be made to arrange teacher schedules to facilitate planning for collaborative teaching situations.

With respect to IEP development, the following procedures will be followed:

1. Regular education teachers and intervention specialists responsible for the implementation of goals and objectives on an IEP will be notified of IEP meetings to provide opportunity for input on goals and objectives on current and new IEPs.

2. The IEP team will be composed of the following group of individuals as specified in the guidelines as set forth in Ohio's Policies and Procedures for the Education of Children with Disabilities:

- Student's parents or guardian
- Student (if appropriate)
- Intervention Specialists
- Regular education teacher(s)
- Administrator or district representative
- Related service provider(s)
- Other individuals at the discretion of the parent or district

3. For an IEP or IEP review of an inclusion program student, the intervention specialist assigned to that student will make every effort to schedule meetings at a time convenient to all team members including the regular education teacher with the most knowledge about the student.
4. Upon completion of the IEP, the intervention specialist assigned to that student and/or the building administrator will insure that the student's regular education teacher(s) for the current or upcoming school year have access to that student's IEP and are made aware of the location of other relevant materials (i.e., special education binder, MFE (Multi-Factored Evaluation), ETR (Evaluation Team Report) etc.).
5. Intervention specialists will be provided two (2) release days for the preparation of IEPs and up to two (2) additional release days for the preparation of alternative assessments and/or scholarship IEPs as follows: one-half (1/2) day for one to two (1-2) students; one (1) full day for three to four (3-4) students; and two (2) full days for five (5) or more students. All intervention specialists shall perform such services on release days on school premises. Additional days may be granted under special circumstances by the Administration.
6. Opportunities such as workshops/conferences shall be afforded to regular classroom teachers and intervention specialists responsible for implementing IEPs.
7. The administration shall communicate legal updates and other information regarding special education issues and procedures to all intervention specialists.

K. **CLASS SIZE** - Because class size ratios are important to the learning process, it is the intent of the Board to maintain the best ratios possible consistent with quality education.

L. **HEALTH SERVICES** - The Board may secure health care services through a contract with an outside health services provider; however, the Board shall maintain one (1) full-time nurse for the District assigned to the Riverside Campus.

The nurse will have included in her duties assignment as Elementary/LaMuth/John R Williams School Liaison and as such will coordinate, but not evaluate or supervise, the health service providers.

M. REHIRING RETIREES

1. The District will accept and consider the employment applications from teachers retired under the State Teachers Retirement System if the applicants are eligible to be employed after retirement under Ohio law and STRS rules ("retired teachers"). Continuing contract status in any school district and previous performance evaluations are merely two of the many factors considered when evaluating the qualifications of a retired teacher. The District reserves the right to interview applicants as it decides and to hire the best applicants, in its sole judgment, for the available positions.
2. If hired, a retired teacher will be treated as a newly employed teacher, as further described by this Article. A retired teacher will not be required to complete any of the District's new teacher training programs or activities.
3. A successful applicant will be offered only a one-year limited employment agreement. The agreement automatically non-renews at the conclusion of the school year without the need for compliance with Ohio Revised Code §§3319.11, 3319.111, or any other legal or contractual requirement. The agreement may be renewed annually for additional one-year terms. The agreement can be terminated by either party, with or without cause, upon giving 30 days notice to the other party without need for compliance with Ohio Revised Code §§3319.11, 3319.16, or any other legal or contractual requirement. Retired teachers may be evaluated, as the District decides, but are not eligible for continuing contract status. The District reserves the right to hire, evaluate, non-renew, and/or renew retired teachers in its sole judgment.
4. For purposes of salary schedule placement, the retired teacher will be placed at the 0 step of his/her appropriate degree columnar placement and will move within the salary schedule as other teachers do. For the purpose of reduction in force, a retired teacher is a "Limited Contract Employee" with no seniority for the purpose of reductions in force, recall rights, or any other rights implicated by seniority.
5. A retired teacher will not be eligible to receive any medical, dental, healthcare, or other insurance coverage from the District provided the retired teacher is eligible for Medicare Part B. A reemployed retiree who is not eligible for Medicare Part B acknowledges that he/she may not be eligible to participate in the health insurance program offered by STRS as of January 1, 2009. In the event that a reemployed retiree elects to participate in the District's healthcare insurance program on or after January 1, 2009, his/her salary shall be reduced by the cost of the premiums for the reemployed retiree's participation in the District's healthcare plan. A retired teacher is not eligible to receive the medical insurance rebate under Article XIII. A retired

teacher will not be eligible for sabbatical or general leave under Article XII of this Contract. A retired teacher will not be eligible to receive any payment upon non-renewal, discharge, or any other form of employment separation, including but not limited to any severance payment, payment for accrued but unused sick leave payment under Article XIII of this Contract, or any other benefit.

6. This Section specifically supersedes any provision of Ohio law to the contrary. This Section modifies and amends any provision of the Contract to the contrary.

N. HIGHLY QUALIFIED STATUS, CERTIFICATION/LICENSURE & PRAXIS

1. Each teacher is responsible for maintaining Highly Qualified Teacher (HQT) status under the *No Child Left Behind Act*, as amended or superseded, during his/her employment in the District. All PRAXIS examination/registration fees and tuition and all other expenses incurred in pursuit of HQT status are the sole responsibility of the teacher.
2. No later than 8:00 a.m. on his/her first workday in the District, a new teacher must submit to the Superintendent sufficient documentation to establish that he/she has HQT status and appropriate certification/licensure for his/her assigned position in the District and that the new teacher previously passed the appropriate PRAXIS examination(s). Failure to do so will be grounds for immediate separation from employment in the District.
3. If a teacher requests a change in assignment to one for which he/she is not HQT, the teacher has until the beginning of the following school year to attain HQT status provided the District approved the change in assignment. To assist a teacher who has not requested a change in assignment to a position for which he/she is not HQT, the District, the teacher and his/her union representative shall meet and develop a plan to address the issue of attaining HQT status.
4. Each teacher is responsible for maintaining a current certification/licensure during his/her employment with the District. Each teacher is also responsible for maintaining the certification/licensure necessary for his/her current assignment in the District.

ARTICLE VII

STAFF DEVELOPMENT

- A. **POST-BACCALAUREATE** - The Board shall adopt an academic incentive increment plan covering the cost of six (6) semester credit hours not to exceed seven hundred fifty dollars (\$750) per member per year. There shall be budgeted no less than thirty-five thousand dollars (\$35,000) per year [seventeen thousand five hundred dollars (\$17,500) each semester] for this program.

The Board shall maintain an academic incentive increment plan with the following stipulations:

1. All bargaining unit members who are employed by the Riverside Local Board of Education may apply, except as follows:
 - a. A member in the first year of employment must have had a contract renewed before applying.
 - b. The Board, at its discretion, may approve an application from a first-year member who has demonstrated a need for immediate help, as recommended by the administration. The Board reserves the right to suggest courses of study.
2. Post-baccalaureate and/or graduate coursework must be in an appropriate field of study consistent with the District's educative goals. This includes coursework with a teacher present, Interactive Videoconference Distance Learning classes (IVDL), distance learning classes online, any means of electronically delivered courses, correspondence courses or any combination of these modes of learning.
3. Application shall be made on forms (Appendix G) provided by the Board. Members may apply for an academic incentive increment in August for fall, winter, and/or spring courses, and in April for summer courses. Funds will be divided equally between these two enrollment periods with any surplus funds being applied to the next enrollment period.
4. Compensation will be at the actual cost of six (6) semester hours or a total not to exceed the limit set above.
 - a. Payment will be made upon submission of a transcript verifying that the work was successfully completed with a letter grade of B or better or "pass" in a "pass/fail" system, and a statement showing the cost of the courses.
 - b. This payment is applicable for course work completed during a period of September 1 through August 31 in any given year.
 - c. Payment will be made once a year on November 15 if the member returns to the system in September.
 - d. Each payment would be a one-time single payment and does not become a part of the annual salary.
5. Approval shall be subject to availability of funds.
6. Staff members required by the administration to have additional teaching certification(s) shall have said required hours, books and fees fully paid by the Board. (Not subject to the \$35,000 limit.)

B. **ACADEMIC INCENTIVE PLAN** - In addition to A, above, the Board academic incentive plan shall also conform to the following guidelines:

1. The applications submitted for approval for reimbursement under this program will be reviewed to determine whether the course work is in an appropriate and/or related field of study.
2. The Superintendent will make the determination of whether the course work is appropriate and/or in a related field of study and select only those applications which meet his/her approval.
3. In the event that the Board receives applications which, if approved, exceed the amount budgeted, applications will be approved on the basis of those persons who have never used or have gone the longest period since using the program being given first priority.
4. In the event that the Board has more first priority applications which, if approved, exceed the amount budgeted, names of first priority applicants shall be placed in a container and drawn by a neutral party in the presence of the Superintendent, or designee, and Association President, or designee, until the applications of the number drawn would exhaust the amount budgeted.
5. At any time the Board may, at its discretion, increase the amount budgeted and, thus, expand the number of first priority applications to be approved.

C. **IN-SERVICE** - When the Board plans in-service programs, it shall be done in conjunction with the LPDC. Once the members of the committees have been selected and have consented to serve, prior to the first meeting of said committee, the Board shall advise the Association, through its president, of the composition of the committee. The Association, at its option, may then name one (1) additional member to any such committee.

If any in-service program requires member attendance, it will be held during the workday or an extension thereof, provided the workday shall not be extended more than seventy (70) minutes after student dismissal. If an in-service is to be voluntary, it may be scheduled outside the workday. In such a case, the administration may request pre-registration for the programs, and pre-registrants may be required to attend the program.

A professional development/in-service meeting will be held following student-interim distribution for the third grading period. The professional development/in-service meeting beginning at 2:00 p.m. will account for ½ of the workday and will be followed by ½ day of parent/teacher conferences.

D. PROFESSIONAL IN-SERVICE: ALLOWABLE EXPENSES

1. Hotel/motel expenses for employee at the single rate will be allowed if a conference lasts more than one day and is held more than 100 miles from the school District.
2. Cost of meals for meals not covered by the meeting shall be allowed as follows:
 - a. Total daily maximum limit \$32.00.
 - b. If conference extends until 4:30 p.m. or later, dinner is included up to a daily maximum of \$16.00.
3. Travel allowance shall be covered as follows:
 - a. By car: IRS mileage rate.
 - b. Train or air fare: Actual cost. Tickets and reservations to be obtained through Central Office.
 - c. Reimbursement for automobile travel beyond a four hundred (400) mile radius trip is subject to prior approval.
4. All tips will be paid by the employee.
5. Registration fees shall be covered. When necessary the Board shall pay such fees in advance.
6. Expense account should be filed on forms (Appendix H) provided by the Board with the Treasurer no later than the second working day after returning to work. Expense account to be substantiated by hotel/ motel receipts and receipted meal bills.
7. Application on Board-approved form to be submitted to the Superintendent no later than fifteen (15) days prior to the meeting for his/her consideration and approval. Such application must be accompanied by sufficient documentation to justify the attendance at the meeting.
8. Participants are encouraged to share the results of the meeting with their respective departments (secondary) and building staff (elementary).
9. This policy does not apply to in-service workshops or meetings held within the school district or within the Lake County School System.
10. Professional in-service meetings will be approved on the basis of available funds as approved by the Superintendent.
11. Bargaining unit members who travel within the district on behalf of the district will be eligible for mileage reimbursement upon submission of proper forms.

- E. **ATHLETIC LEAVE** - Coaches may request athletic leave for the purpose of attending special events and/or athletic seminars/clinics, and they will receive all the privileges of Article VII, Section D., if approved by the Superintendent.
- F. **PHYSICAL WELLNESS PROGRAM** - Current and retired employees and their spouses shall be eligible to use the field house facilities at no charge.
- G. **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- 1. **MEMBERSHIP**

- a. The committee shall be comprised of seven (7) members. The teacher members will be appointed by the Riverside Local Education Association President and approved by the Executive Committee of the Association. These will not be posted positions. The administrative members will be selected by the Superintendent. A majority of the committee will be made up of teachers.
- b. The composition of the seven-member committee will be:
 - One (1) elementary teacher
 - One (1) middle school teacher
 - One (1) high school teacher
 - One (1) RLEA executive committee member
 - Three (3) administrators
- c. A principal, administrator, or supervisor shall be defined as any individual employed by the Riverside Local Schools for the majority of his/her assignment time as an Assistant Superintendent, principal, assistant principal, director or supervisor.
- d. Terms will be staggered to maintain continuity and will commence with the September meetings of the LPDC. The LPDC shall have four (4) of its membership identified as classroom teachers. As terms expire, the term of office of each member shall be two (2) years. There will be three (3) administrative members of the LPDC. The administrators will serve no less than two (2) year terms.
- e. In the event of a vacancy, the committee members shall be replaced by the responsible appointing individual or association.
- f. Compensation for members of the committee will be in accordance with the Supplemental Salary Schedule in Appendix B.
- g. Members of the committee will not review or vote on their own IPDPs.
- h. Other committees may be established in an effort to further the role and intent of the LPDC and meet the needs of the educators.

2. **COMMITTEE ORGANIZATION**

- a. The chairperson of the committee shall be the central office administrator/representative. Records will be kept in central office in a secured location.
- b. The position of recorder will be elected/determined by the committee. Any other officers will be established as deemed necessary by the committee.
- c. A quorum shall be necessary to conduct business. A quorum shall be defined as six (6) of the seven (7) members.
- d. The meetings will operate under the Open Meetings Act (Sunshine Law). The committee will meet monthly, September through May, and at other times as deemed necessary. The LPDC shall determine the meeting schedule.
- e. The purpose and procedures shall be consistent with the Riverside Local LPDC Handbook which may include the Ohio Master Teacher Program.

3. **APPEALS PROCESS**

- a. Appeals will be handled by the Lake County Educational Service Center.
- b. The ESC will keep a pool of teachers and administrators from all Lake County schools using the ESC for appeals. At the time an appeal is requested, the ESC will choose seven (7) members of the pool for a hearing board. At least one of the seven members will represent Riverside Local Schools. If the appeal is a teacher's, that member will be a teacher. If an administrator requests an appeal, the Riverside Local representative will be an administrator.
- c. The decision of the appeals board will be final and binding.

H. **ADMINISTRATION EVALUATIONS** - Annually, all administrators will design a document to obtain feedback from bargaining unit members on the performance of their administrative duties. Principals/Assistant Principals will distribute their document directly to teachers within their building. Central Office Administrators will provide the document to the RLEA President by April 1.

I. **ENTRY YEAR PROGRAM**

1. **Entry Year Program**

- a. The Entry Year Program is designed to help bargaining unit members who are new to the teaching profession in accordance with applicable Teacher Education and Licensure Standards and will be implemented as directed by the Ohio Department of Education.

- b. The Entry Year Program will provide a formal program of support, the goal of which is to successfully transition beginning teachers into the classroom and to enhance their teaching skills through formative assistance.
- c. An Entry Year Mentor Teacher will consult with and assist such Entry Year Teachers but shall not evaluate them. The Entry Year Mentor Teacher's primary responsibility is to assist the Entry Year Teacher in passing the Praxis III and following the procedures outlined in the Entry Year Program Handbook.
- d. Guidelines and criteria governing the implementation and operation of the entry year program shall be found in the Riverside Local School District Entry Year Program document entitled, "Entry Year Program Handbook."
- e. The Entry Year Mentor Teacher and Entry Year Teacher shall be provided coordinated release/planning time in order to obtain the support for professional growth and in order to successfully complete the entry year program at the discretion of the EYPC.

2. **Entry Year Teacher (EYT)**

- a. Each newly hired full-time classroom teacher who is in the first year of a two (2) year provisional license shall be considered an Entry Year Teacher (EYT) and shall be assigned to an Entry Year Mentor Teacher (EYMT) for one (1) full year. Entry year teachers are required to participate in and successfully complete the Entry Year Program requirements.
- b. In the event an Entry Year Teacher is satisfactorily evaluated by the district but does not pass the Praxis III assessment, the teacher shall be required to participate in the Entry Year Program a second time with a new EYMT at the option of the EYT.
- c. The Board shall make all necessary provisions for participation in the PRAXIS Program. In the event an entry year teacher in the first year of a two-year provisional license does not pass the PRAXIS Assessment, the teacher may attempt to complete the EYT Program a second time. Involvement in and passing (or not passing) of the PRAXIS Assessment shall not be a topic for the evaluation procedure in Article VIII.
- d. An Entry Year Teacher shall not be required to remain in an Entry Year Program for a period longer than one school year, provided the Entry Year Teacher has become properly licensed.
- e. Not later than six (6) weeks after the initiation of the Entry Year Teacher Program, the EYT may exercise the option to have a new Entry Year Mentor Teacher assigned at the discretion of the EYP Committee. If a new mentor is assigned, the former EYMT shall have his/her supplemental contract terminated without recourse through the grievance procedure.

The new EYMT assigned shall receive a prorated share of the former EYMT's supplemental salary.

- f. The EYT shall not be required to perform an evaluation of the Entry Year Mentor Teacher for purposes of retention as an employee or as a mentor.

3. **Entry Year Mentor Teacher**

- a. An EYMT is an experienced teacher who provides professional support to an Entry Year Teacher through peer coaching and observation. Responsibilities of an Entry Year Mentor Teacher are specified in the district Entry Year Program Handbook.
- b. **Selection:** Entry Year Mentor Teachers will be selected and assigned by the Entry Year Program Committee. The EYPC will be comprised of two teachers approved by the RLEA Executive Committee and one administrator appointed by the Superintendent. The Entry Year Program Committee will meet annually, no later than August 1 at which time it will select EYMTs. Committee members may serve as EYMTs. Bargaining unit members who wish to serve as mentors will follow the procedures set forth in the Entry Year Program Handbook. Whenever possible, EYMTs will be assigned to EYTs in the same building and grade level at the elementary level and, at the secondary level, to the same subject area.
- c. **Training:** Teachers selected and assigned to be Entry Year Mentor Teachers for the first time shall be provided release time for training in Pathwise, Peer Coaching and/or other areas of mentoring identified by the Entry Year Program Committee, in accordance with 1998 Teacher Education and Licensure Standards. Where possible such training shall be done during the summer months.

Training for all affected parties must address legal, contractual, and professional confidentiality issues.

- d. **Confidentiality:** Entry Year Mentor Teachers shall not participate in the evaluation program outlined in Article VIII, nor shall they discuss or report the performance of the EYT to an administrator or other assessor. However, appropriate communication about planned and completed activities will be shared with the Entry Year Program Committee. No EYMT shall make any recommendation regarding the employment of an EYT in the program or vice versa. No EYMT shall participate in the informal or formal contractual evaluation of an EYT or vice versa.
- e. The Board shall provide the Entry Year Program Committee members and EYMTs the opportunity to attend training, approved and paid for by the Board of Education, in order to establish and maintain an effective Entry Year Program. This training would include Pathwise and PRAXIS III assessment training but not be limited to just those topics.

EYMTs meeting the requirements of the LPDC Committee and their own IPDP may gain CEU credit for participation in the Entry Year Program.

- f. **Compensation:** EYMTs assigned to an EYT shall be issued a supplemental contract for compensation at the rate of \$750 per EYT per school year and EYT shall be issued a supplemental contract for compensation at the rate of \$350 per school year paid by either the Lake County Educational Service Center or the Board. When compensation is paid by the Board, this compensation shall be paid on June 30.
- g. **Protections:** Other than a notation to the effect that a teacher has served as an EYMT, a teacher's activities as an entry year mentor teacher shall not be part of that teacher's evaluation.
- h. No later than six (6) weeks into school year, if an assigned EYMT wishes to resign, the Entry Year Program Committee shall recommend a replacement. The replacement EYMT will have the supplemental salary prorated for the remainder of the school year.
- i. The EYMT shall not be held liable in the event that the EYT fails to pass PRAXIS III.

4. **Evaluation**

- a. Evaluations of the Entry Year Program by Entry Year Mentor Teachers and Entry Year Teacher shall be submitted to the district Entry Year Program Committee prior to the end of each school year, but no later than May 15, to assess and evaluate the program. The committee shall submit recommendations in the form of a written report to the RLEA President and the Superintendent no later than June 15.
- b. When warranted, the EYPC, RLEA President and Superintendent shall meet to discuss the recommendations prior to the next school year. Any changes in the program must be mutually agreed to and reduced to writing by the parties to this contract and shall constitute an amendment of the applicable provisions of this contract.
- c. In the event the Lake County Educational Service Center terminates its Entry Year Program, the parties to this Contract will negotiate an EYP to service Riverside Local Education Association bargaining unit members.

5. **Teachers New to the District**

- a. For teachers new to the district who are not EYTs, the building principal and head teacher will work together to devise a plan to help and guide the new teachers to a successful experience in Riverside Local Schools.

- b. When appropriate, teachers new to the district from more than one building can be brought together for a mentoring experience that would be of benefit to those teachers.

ARTICLE VIII

TEACHER APPRAISAL

This Article shall remain in full force for members of the RLEA bargaining unit who are not subject to OTES. Bargaining unit members subject to OTES shall refer to the Memorandum of Understanding attached to this agreement.

The Board and Administration shall determine the Teacher Appraisal Policy in accordance with, but not limited to, the following terms:

- A. The Association recognizes the responsibility of the administration to make periodic observations and evaluations of the performance of the teachers.
- B. All observations and evaluations shall be written on Board forms.
- C. **DEFINITION OF TERMS** – For the purposes of this provision, observation shall mean an administrator’s report on a specified form based upon actual classroom monitoring of a teacher in a classroom situation and related duties essential in total teacher performance. For the purposes of this provision, evaluation shall mean an administrator’s report on the specified form. This report is on the teacher’s performance based upon classroom observation and reasonably assigned duties.
- D. **OBSERVATION** – Teachers whose limited contracts are expiring and who have been in the district less than three (3) years shall be observed at least three (3) times prior to January 1 and at least two (2) times between the mid–year evaluation and the final evaluation; all other limited contract teachers shall be observed at least two (2) times prior to their evaluation; teachers holding continuing contracts shall be observed once prior to their evaluation. Each observation shall be no less than thirty (30) minutes. All observations shall be conducted openly with the full knowledge of the teacher. (This shall not prevent an administrator from using information obtained outside of an observation in the evaluation provided the teacher has been promptly notified of said information.) The teacher shall receive a copy of all written observation reports (Appendix I) within ten (10) days following the observation. Only information relating to what happened during the observation, as herein defined, shall be included in the observation. A teacher shall be given recommendations on the observation form if the classroom observation indicates that improvement is needed. The teacher receiving the observation has the opportunity to write a rebuttal to the observation on the form received from the administrator, or to attach a rebuttal to the form and each of its copies. No new or additional observations shall be made by the administration until the previous written observation report has been received by the staff member.

- E. **EVALUATIONS** – Formal written evaluations will be made each school year by the administration (Appendix J). Three (3) copies of each evaluation are to be made. The teacher is to sign all copies to indicate that he/she has examined them. One copy is kept in the principal's files; the second copy is sent to the office of the Superintendent; and the third copy is retained by the teacher. The teacher being evaluated has the opportunity to write a rebuttal to any item in the evaluation or to the complete evaluation. Said rebuttal shall be written on or attached to all copies of the evaluation.

Said evaluations shall be completed, conferences held, and forms filed no later than January 21 and again by April 1 for teachers whose limited contracts are expiring and who have been in the district less than three (3) years; by April 1 for other teachers whose limited contracts are expiring; and by May 31 for all other teachers in years when they are scheduled for evaluation. Teachers with more than three (3) years service need not be evaluated except in years when their contract will expire. Teachers with continuing contracts need not be evaluated more than once every third year. However, if the administration has concerns about the performance of an experienced teacher, that teacher may be evaluated in any school year, provided that the teacher receives prior notice of the performance concerns. Any teacher scheduled to be evaluated shall be notified in writing by his/her building principal prior to November 1 unless unusual circumstances occur after November 1 which necessitate an evaluation.

Unless waived by the teacher, evaluations shall not take place at less than a twenty-five (25) day interval. Upon the teacher's request, each teacher's evaluation will be discussed with him/her in a teacher–principal conference. A teacher shall be made aware of deficiencies noted in the evaluation. Deficiencies shall be defined as Needs Improvement (NI) or Unsatisfactory (U) on the appraisal report form (Appendix J). Any appraisal report which includes deficiencies shall also include the specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher has been recommended to obtain assistance in making such improvement for continued employment in the district. For purposes of determining the number of evaluations, a teacher transferred to another building shall not be considered a new teacher.

- F. **PURPOSE** – The primary purpose of observations and evaluations is to appraise and help the teacher.
- G. This Article specifically supersedes the relevant portions of O.R.C. 3319.11 and 3319.111, and all other portions thereof not specifically superseded remain in full force and effect.
- H. Any teacher receiving written notice of the intention of the Board not to reemploy him or her may, within ten (10) days of the date on which he or she received the notice, file with the treasurer a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher. Any teacher receiving a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher may, within five (5) days of the date on which he or she received the statement, file with the treasurer a written demand for a

hearing before the Board of Education. Teachers shall have rights of appeal regarding this article to Common Pleas Court, according to the provisions of the Ohio Revised Code 3319.11.

- I. A teacher receiving a contract recommendation that is considered a conditional (extended limited contract with cause) must be observed at least five (5) times and evaluated at least twice during any school year in which the contract recommendation is made. Evaluations of a teacher must have a direct relationship to the teacher's observation report.
- J. A teacher is ineligible for continuing contract status (unless already attained elsewhere) until he/she has taught in this District for at least three (3) full school years. Teacher must submit a statement of eligibility for continuing contract in writing to the Superintendent no later than September 30 of his/her fourth year. A teacher seeking continuing contract status must be observed at least three (3) times prior to January 1 and at least two (2) times between the mid-year evaluation and the final evaluation.
- K. A teacher on continuing contract will maintain his/her rights under Ohio Revised Code Section 3319.16.
- L. Not later than July 1, 2012, a New Evaluation Committee ("NEC") shall be formed consisting of the Superintendent or designee, who shall be chair of the Committee, five (5) administrators appointed by the Superintendent, the Association President and five (5) bargaining unit members appointed by the Association President. The purpose of this twelve (12) member Committee shall be to draft an evaluation policy that complies with the Ohio Teacher Evaluation System model and framework for the evaluation of teachers to be adopted by the Board of Education not later than July 1, 2013.
- M. Compensation of NEC Members: Members of the NEC shall be granted release time from their regular duties to attend meetings of the NEC and to perform such other work as may be required by the NEC. In the event that NEC members shall perform work for the NEC outside of the regular workday or professional development activities, said members shall receive the teacher substitution rate under Section F. of Article 13.
- N. Responsibilities of the NEC: To make a recommendation to the Superintendent by May 1, 2013, regarding the design of the new evaluation system consistent with the Ohio Teacher Evaluation System framework and model and applicable law.
- O. All staff shall be trained in the evaluation processes, procedures and tools.
- P. All evaluators shall be trained and licensed as evaluators by the State of Ohio, and shall not be members of the bargaining unit.
- Q. If the NEC fails to reach consensus after good-faith efforts, the Superintendent, RLEA President and their respective representatives shall engage the services of

a mediator to resolve the matter. Any costs of mediation shall be paid equally by the parties.

- R. If mediation is unsuccessful or is not completed after good-faith efforts, the Superintendent shall have final decision-making authority.

ARTICLE IX

PERSONNEL FILE AND COMPLAINTS AGAINST TEACHERS

- A. **PERSONNEL FILE** - An official file shall be in the office of the Superintendent of Schools or his/her designee for each member. The member's immediate supervisor may keep an anecdotal file. The Treasurer may keep such files as are considered necessary by the Board of Education. Each item in the file shall be dated as to its entrance therein and as to the date when such item was made.

Except when prohibited by law, a member may examine all records in his/her personnel file during normal business hours or by appointment with twenty-four (24) hours' notice. The administration also shall permit the member's representative to examine the member's file when the teacher has authorized the representative to do so. Copies of any items in the official records shall be made available to the bargaining unit member or his/her representative.

Persons who are not members of the Board or administrative employees of the Board may review the official file during business hours to the extent that giving such persons access is required by law. Members shall be notified promptly of such requests to review their files and will be provided, if requested, copies of any records received by a requesting party.

No letter, report, internal memo, record, or communication shall be included in the member's personnel file without the teacher acknowledging in writing the existence of such a letter. However, such item may be placed in the file if the member refuses to acknowledge it in writing.

All observations and evaluations conducted under the terms of this Agreement shall be placed in the member's personnel file, together with any reply that a member submits to the building principal.

- B. **COMPLAINTS AGAINST TEACHERS**

1. When parents or other individuals complain directly to an administrator or Board member about a member, the administrator or Board member shall make every reasonable effort to persuade the person making the complaint to first discuss the matter directly with the member, except in circumstances when it would be inappropriate for the member to handle the complaint or where law requires otherwise.

2. When a staff member receives a complaint, the staff member will make every reasonable effort to explain the matter and/or take appropriate action within his/her authority and district rules and regulations. The staff member may ask the principal or other appropriate administrator to be present during the member's conference with the person making the complaint.
3. When a parent or other individual is not satisfied with the member's efforts to resolve a complaint, he/she may take the matter up with the member's supervisor, who will attempt to include the member in the discussion with the parent or individual unless this clearly would be inappropriate. Thereafter, if the person making the complaint is still dissatisfied, the matter may be discussed with the appropriate central office administrator.

ARTICLE X

TRANSFERS AND VACANCIES

- A. **VACANCIES** - It is desirable in making assignments to vacant positions to consider the interests and aspirations of members. Any administrator, teacher, extracurricular, or nursing vacancy shall be clearly posted in every school building. Such posting shall continue until said vacancy is filled and approved by the Board of Education. The administration also will send notice of vacancies to the Association President.

In addition to the posting procedure of paragraph A above, during June and prior to July 11, copies of posted notices shall be emailed to each member's district-assigned address. Notice of all current vacancies, with original date of posting, shall be included in such mailing(s).

No vacancy shall be filled until such vacancy has been posted in every school building within the district for at least five (5) working days during the school year and five (5) weekdays between the end of the school year and July 10. Unforeseen and unplanned vacancies arising between July 11 and the first day of school may be filled immediately without posting.

A vacancy for purposes of this Contract shall be defined as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence. Reasonable efforts will be made to foresee and plan for vacant positions early enough so as to enable posting thereof in accordance with this Article. Current professional staff will be afforded fair and reasonable consideration for any vacant position for which they apply and are qualified. Consideration may include an interview and/or such other evaluation of the applicant's qualifications. However, the Board and the Superintendent shall retain the right to fill positions on the basis of the best interests of the overall system.

- B. **VOLUNTARY TRANSFERS** - Members returning from leaves of absence, or members being recalled from the RIF list, may apply for such positions as described above by submitting a written request to the Superintendent. Such request will include the grade and/or subject area and/or building to which the member desires to

be assigned in order of preference. Members requesting transfers or members returning from leave desiring to fill existing vacancies shall be afforded the opportunity of an interview with the Superintendent or his/her designee regarding such assignment. No member will be discriminated against as a result of requesting a transfer.

- C. **INVOLUNTARY TRANSFERS** - The administration upon request shall provide the affected member written reasons for the transfer. Notice of involuntary transfer for the upcoming school year will be given to members prior to July 1 except as they relate to vacancies arising after July 10. The Superintendent or his/her designee will, upon request, afford said member an opportunity to discuss the proposed transfer. If, after making a good faith effort, the Superintendent or his/her designee has been unable to contact the employee, then notice of the transfer may be mailed. For the purposes of this Contract, involuntary transfer shall be defined as an unrequested change in a member's assignment and/or building.

ARTICLE XI

REDUCTION IN FORCE

- A. When, for any of the following reasons, the Board decides that it will be necessary to reduce their staff, it may make a reasonable reduction: return to duty of regular teachers after leaves of absence including leaves provided pursuant to Ohio Revised Code 3314.10 Section (B), suspension of schools, territorial changes affecting the district; financial reasons; and decreased enrollment of pupils in the District. In making any such reduction, the Board will proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference first to teachers on continuing contracts. The Superintendent shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.
- B. Attrition, Reassignment and Suspension of Contracts – The number of persons affected by a reduction in force will be kept to a minimum by not replacing teachers that resign, retire or are non-renewed on the basis of performance and by reassigning current teachers. However, if current teachers in the District do not possess the certification or qualifications for vacant positions, the position may be one that needs to be filled by a new teacher. Reductions not achieved through attrition will be made by first determining what positions or educational areas (i.e. teaching fields) will be reduced, and next by determining which individuals will be affected. Within each affected position or educational area (i.e., teaching field), reductions shall proceed as follows:
1. Teachers on limited contracts shall be reduced.
 2. If the reduction level is not satisfied by teachers on limited contracts, teachers on continuing contracts shall be reduced.
- C. On a case by case basis, in lieu of suspending a contract in whole, the Board may

suspend a contract in part, so that an individual works a percentage of the time the employee otherwise would work and receives a commensurate percentage of the full compensation the teacher would otherwise receive under the contract.

- D. If a teacher has more than one area of certification/licensure and would be reduced from his/her current position under this Article, s/he may bump the least senior position in another area for which s/he holds certification.
- E. No teacher whose contract has been suspended pursuant to this Article shall lose the right of restoration to his/her previous contract status (either continuing or limited) by reason of having declined restoration to a position that is less than full-time or, if the teacher was not employed full-time just prior to lay-off, to a position requiring a lesser percentage of employment than the teacher last held while employed in the District.
- F. Notification of a Reduction in Force - No less than thirty (30) calendar days prior to the effective date of a reduction in force, the administration shall give each affected teacher notice of suspension of his/her contract.

At least ten (10) calendar days prior to Board action on a recommended reduction in force, the Superintendent shall meet with the RLEA representative(s) to review the proposed reduction in force.

- G. Seniority and areas of certification will be applied as follows:
 - 1. For the purposes of this contract, seniority shall mean the total years of continuous service with the Riverside Local Schools. Unpaid leaves or layoffs due to RIF do not count toward continuous service, though such leaves shall not otherwise break the continuous service time before and after such leaves.

Seniority shall be in all areas in which a member holds a valid teaching certificate/licensure. A person holding a continuing contract shall be deemed to have seniority over a person on a limited contract.
 - 2. All members shall be placed on a seniority list within their area or areas of certification/licensure. The restoration list shall be ongoing for those members with continuing contracts, except as otherwise provided herein and for four (4) years for those with limited contracts. A copy of the most recent seniority list shall be provided to the Association President as requested.
 - 3. Seniority shall be lost by a member upon termination, resignation, or retirement. Transfer to a position not covered by this bargaining unit shall not constitute a break in seniority if that member returns to a position covered by the bargaining unit.
 - 4. If two or more members have the same length of continuous service, then seniority will be determined by: (a) date of employment by Board; and then (b) date on which the members signed their contracts.
 - 5. A member once assigned to a position in the District shall not have the right to withdraw or drop said certification for the following school year.

- H. Members selected for non-renewal due to RIF shall immediately be placed on a RIF list. A member whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he or she is certified for the period specified in G., 2., above. No new members shall be employed by the Board while there are members on the RIF list who are certified/licensed for any opening of a teaching position.
- I. **REINSTATEMENT.** For the time periods established herein, "restoration rights" shall be granted to members who hold limited contracts. Seniority shall not be the basis for restoring a teacher, except when making a decision between teachers who have comparable evaluations. "Restoration rights" shall be defined for this Contract as the right to be offered a position within all the member's areas of certification before the position is filled by someone qualified who may have lesser seniority or by hiring a person not already employed by the Board.
- J. Notice of restoration shall be made by telephone and registered or certified mail to the last telephone number and last address given by the member to the administration. It shall be the responsibility of the member to keep the administration advised in writing of a telephone number and mailing address at which he or she can be reached. Members who do not accept offers of restoration within ten (10) days of delivery, or attempted delivery, of the registered or certified letter from September 1 through July 10, and within three (3) days from July 11 through August 31, shall be deemed to have waived their restoration rights for the position in question. Between July 11 and through August 31, an additional method for communicating a restoration notice will be for members to call or visit the administrative office. A member shall have waived all restoration rights if, after being notified at least ten (10) days prior to July 10, the member does not accept a position offered for the following school year within ten (10) days of delivery of the notice of the available position. The Superintendent or designee and the RLEA President or designee shall discuss positions prior to restoration of RIF employees.
- K. Members on the RIF list shall be given the opportunity to maintain all fringe benefits coverage at group rates at their expense. Payment will be made monthly to the Treasurer.

ARTICLE XII

LEAVES OF ABSENCE

Paid Leaves

- A. **SICK LEAVE** - Each member will be granted one and one-quarter (1-1/4) sick leave days per completed teaching month [fifteen (15) days total per year] in accordance with law. Unused sick leave shall be cumulative to three hundred (300) days.

Any member shall be granted an advancement of fifteen (15) days if needed. (Not to exceed the number of days that might be earned during the remainder of the contract year.)

Members shall qualify for sick leave with full pay and benefits for:

1. Personal illness,
2. Pregnancy,
3. Injury,
4. Exposure to contagious disease,
5. Absence due to illness, injury, or death in the immediate family.

Report forms are to be completed on return to duty (Appendix K).

B. **PERSONAL LEAVE** - Three (3) days of personal leave shall be available to each member during his/her contract year provided an application on the Board's form (Appendix L) for such leave is received in the Superintendent's office at least five (5) days in advance thereof and provided further that no more than three (3) of the members must be granted personal leave from any one building on any one day, emergencies excepted. Two (2) days shall be unrestricted and a third day shall be unrestricted if the member has accumulated at least two hundred and fifty (250) sick days by September 1st of each year. Application for restricted day(s) shall provide one or more of the following reasons:

1. To transact personal business that cannot be transacted outside school hours. (May not be used for recreation, to extend holiday or vacation, or to seek other employment.)
2. Death of a relative, close friend, or associate (when absence for the bereavement is not covered by sick leave policies).
3. Graduation or similar event within the immediate family.
4. Emergency beyond the member's control.

It shall be sufficient compliance if the application identified by the appropriate number one or more of these reasons. For days before or after holiday/vacation, specificity of reasons may be required. It is the intention of the parties that efforts be made by the staff to avoid using personal leave on any such day. The Superintendent may grant additional days at his/her discretion.

Personal leave cannot be taken on the day before or day after a holiday or vacation period, except for an emergency beyond the member's control (Reason 4 above).

The filing of a false statement shall be considered a serious breach of ethics and shall be grounds for severe disciplinary action in such form and manner as the Board may deem advisable.

C. **ASSAULT LEAVE** - Any member who is absent due to physical or mental disability resulting directly from a physical assault which occurs in the course of Board employment related to duties performed for regular and/or supplemental job responsibilities/requirements shall be granted assault leave.

Said member shall sign a statement stating that such leave was due to physical or mental disability resulting from an assault which occurred during the course of employment with the Board. A licensed physician must provide a statement supporting the claim.

If medical attention is required, a statement from a licensed physician stating the nature of the disability and its duration shall be required.

After twenty (20) days, the member shall use sick leave or disability retirement. Should that member exhaust sick leave, but not be eligible for disability retirement, the Board shall grant fifteen (15) additional days of assault leave, if applicable.

This member shall cooperate in the prosecution of the offender, unless the member's medical specialist (e.g., physician, psychiatrist) recommends otherwise in writing.

D. **SABBATICAL LEAVE** - The Board may allow sabbatical leave with the following stipulations:

1. **LEAVES OF ABSENCE FOR PROFESSIONAL IMPROVEMENT** - A member who has completed five (5) years of service in this district may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters, subject to the following restrictions: The member shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The member may be required to return to the district at the end of the leave as called for below unless the member has completed twenty-five (25) years of teaching in this state.

The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five (5) members at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the member's expected salary, nor grant a leave a second time to the same individual when other members of the staff have ungranted, pending requests for such leave.

2. **RETURN** - The member who has been granted a sabbatical leave must assure the Board in writing that he/she will return to the Riverside Local School District immediately upon completion of the leave and will continue under contract for a period of twice the length of the leave. Failure to do this would subject the member to reimburse the Board for monies paid during the leave.

Members returning from sabbatical shall be assured an assignment commensurate with their certification. A reasonable effort will be made to return them to their previous position.

A year of sabbatical leave shall count as a year of credit for placement on the salary schedule.

The Board will pay hospitalization benefit costs, if requested by the member, during the length of the leave. Members may continue their group benefits not

picked up by the Board for the duration of said leave providing they reimburse the Board for premium costs. Failure to forward premium at stipulated times may terminate this benefit unless otherwise agreed to by the Board. In any case the employee will remain liable for the due, but unpaid, premium.

2. **APPLICATION** - Application should be made to the Superintendent, on the Board's form, for consideration in such detail as outlined above. Such application should be submitted nine (9) months and, in any case, at least three (3) months in advance of the start of the planned sabbatical leave. Sabbatical leave may begin and end only at semester breaks except where the applicant reasonably shows cause to begin or end the leave other than at a semester break. In such a case he/she may do so with the Superintendent's recommendation and upon approval by the Board.

Unpaid Leaves

- E. **MATERNITY/PATERNITY LEAVE** - Leave without pay shall be granted members requesting maternity/paternity leave, which shall include adoption, in accordance with the provisions and procedures herein.
 1. If a member gives birth or adopts a child during the school year, the member may use unpaid maternity/paternity leave for the balance of the semester during which the birth or adoption occurs plus up to three (3) additional semesters. Members may only use maternity/paternity leave in semester increments and may only return to work at the beginning of the semester following the use of maternity/paternity leave. However, if a member has accrued sick leave, the member may use paid sick leave up to eight (8) weeks as the first eight (8) weeks of the maternity/paternity leave, unless the member's medical circumstances require the use of additional accrued paid sick leave. If any portion of this 8-week period occurs during summer recess, the member shall not be permitted to use this portion of the paid sick leave during the following school year.
 2. If a member gives birth or adopts a child during the summer recess, the member may use unpaid maternity/paternity leave up to four (4) semesters. Members may only use maternity/paternity leave in semester increments and may only return to work at the beginning of the semester following the use of maternity/paternity leave. If a member gives birth or adopts a child during the summer recess, the member shall not be permitted to use any paid sick leave as part of the maternity/paternity leave unless the member's medical condition qualifies for the use of paid sick leave.
 3. Members shall notify the Superintendent/designee at least forty-five (45) calendar days, or as soon as practicable, prior to the member's return to work date, where practicable. Failure to meet this timeline will result in a forfeiture of the leave rights provided herein.

4. Any available leave under the Family & Medical Leave Act shall run concurrently with the leave provided under this section of Article XII.
5. Requests for such leave shall be submitted at least thirty (30) days prior to the date on which the leave would be scheduled to begin, or as soon as the member becomes aware of the need, whichever is later, unless unusual conditions arise so that a licensed physician recommends the need for leave to commence sooner than the thirty (30) day period. Failure to meet these time lines will result in a forfeiture of the leave rights provided herein.
6. When assigning a member who returns from leave, a reasonable effort will be made to provide that member with a substantially equivalent position.
7. Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave provided they reimburse the Board for premium costs. Failure to forward premium at stipulated times will terminate this benefit.

F. **FAMILY AND MEDICAL LEAVE** - Bargaining unit members are entitled to the rights and privileges of the Family Medical Leave Act to the extent required by law. FMLA Guidelines are attached hereto as Appendix P-1, P-2, P-3 and cover such topics as eligibility, serious health conditions, healthcare providers, notice, calculation of FMLA leave, intermittent/reduced-work schedules, leave near the end of the semester, medical opinions, benefits, and return to work.

Family Medical Leave Request forms and Medical Certification forms are located in Appendix P-1, P-2, and P-3.

G. **MEDICAL LEAVE** - Medical leave of absence will be granted upon proper application of a member who has exhausted his/her accumulated sick leave and is still unable to return to work. Medical leave shall only be granted upon the submission of a doctor's certificate indicating both the necessity for such leave and the reasonableness of anticipated return.

Such leave will commence on the day that accumulated sick leave is exhausted and the employee has no earnings due.

Except as provided in the fourth paragraph, such leave will be for not less than the balance of the current school year or current school semester, whichever is shorter, and will not exceed a maximum period of two (2) consecutive school years in addition to the remainder of the semester during which it commences.

A member may request emergency short-term medical leave for a total period not to exceed thirty (30) calendar days.

A member on emergency short-term medical leave shall be paid in full the balance due him/her (monies earned but not yet paid) in his/her last check, less the deductions previously authorized.

A member on medical leave who intends to return to work at the beginning of the next school year shall file an application for reinstatement by April 1 for the next school year. Such application shall be accompanied by a doctor's statement indicating that the member is or may be reasonably capable of returning to work. The member shall also submit a doctor's statement on the actual return date, certifying medical fitness to carry out assigned duties and responsibilities.

It shall be the duty of the member to notify the Superintendent in writing of his/her intention to return to work.

Failure to actually return to work due to continuing medical disability shall not constitute cause to seek cancellation of certification or of unused leave.

Upon return to service, the member shall resume the contract status held prior to the medical leave of absence.

A member with five (5) or more years experience under STRS shall not qualify for this provision unless he/she has made proper application for disability retirement under STRS, and has been denied same, providing said member otherwise qualifies for this leave.

Individuals on medical leave may continue hospitalization and other group benefits for the duration of said leave only if they reimburse the Board for said reimbursement. Failure to forward premium at stipulated times will terminate this benefit.

- H. **GENERAL LEAVE OF ABSENCE** – Upon recommendation of the Superintendent, the Board may grant a general leave of absence. If granted, such a leave will be without pay and without Board-paid fringe benefits except that the member may elect to maintain these fringes by reimbursing the Board in a timely manner for costs. Such request must be submitted in writing and state the reasons therefore to the Superintendent at least thirty (30) days in advance of the beginning date for this leave. As a general rule, the leave of absence pursuant hereto shall be limited to one (1) calendar year. The request for a second year will be granted under special circumstances and each request will be fairly considered by the Superintendent and the Board.

Involuntary military service automatically calls for the granting of a leave of absence for the period of that service.

Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board for premium costs. Failure to forward premium at stipulated times will terminate this benefit.

- I. **RETURN FROM LEAVE** - All teachers on any leave provided by this Article, except personal leave, sick leave or medical leave shall advise the Superintendent in writing as to whether they plan to return for the following school year no later than April 1 of the calendar year in which the leave expires. A member who fails to advise the Superintendent of his/her intent to return shall be deemed to have waived any rights to assignment and employment under this Contract and statute for the following school year. To facilitate compliance with this provision, no later than March 15, the Superintendent will send the member a letter reminding him/her of his/her obligations and the consequence of failure to comply.
- J. **FALSIFICATION OR MISUSE OF LEAVE** - Evidence indicating a bargaining unit member's falsification of any request for leave or the misuse of any form of leave is a serious offense.

ARTICLE XIII

COMPENSATION AND BENEFITS

- A. **BASE SALARY** - The base salary effective with the first workday of the 2014-2015 school year shall be \$37,032 with all steps frozen. Effective with the 2015-2016 school year the base salary shall be \$37,402 (1%) with all eligible teachers advancing one (1) step from the step held during the 2014-2015 school year. Effective with the 2014-2015 school year all eligible teachers shall be placed on their appropriate educational column.

A one-time stipend in the amount of \$1,200 per teacher regardless of any movement on the applicable salary schedule due to the full restoration of educational credit shall be paid on or before January 30th, 2015.

- B. **BASE SALARY INDEX SCHEDULE**

CERTIFIED STAFF SALARY SCHEDULE

SALARY INDEX

	B.A.	BA+9 GR/HRS	BA+15 GR/HRS	BA+24 GR/HRS	M.A.	MA+9 GR/HRS	MA+15 GR/HRS	MA+30 GR/HRS
0	1.0000	1.0200	1.0400	1.0600	1.0800	1.1000	1.1200	1.1500
1	1.0400	1.0600	1.0800	1.1050	1.1350	1.1550	1.1790	1.2050
2	1.0800	1.1000	1.1200	1.1500	1.1900	1.2100	1.2300	1.2600
3	1.1200	1.1400	1.1600	1.1950	1.2450	1.2650	1.2850	1.3150
4	1.1600	1.1800	1.2000	1.2400	1.3000	1.3200	1.3400	1.3700
5	1.2000	1.2200	1.2400	1.2850	1.3550	1.3750	1.3950	1.4250
6	1.2500	1.2700	1.2900	1.3400	1.4150	1.4350	1.4550	1.4850
7	1.3000	1.3200	1.3400	1.3950	1.4750	1.4950	1.5150	1.5450
8	1.3500	1.3700	1.3900	1.4500	1.5350	1.5550	1.5750	1.6050
9	1.4000	1.4200	1.4400	1.5050	1.5950	1.6150	1.6350	1.6650

10	1.4500	1.4700	1.4900	1.5600	1.6550	1.6750	1.6950	1.7250
11	1.5100	1.5300	1.5500	1.6200	1.7200	1.7400	1.7600	1.7900
12	1.5700	1.5900	1.6100	1.6800	1.7850	1.8050	1.8250	1.8550
13	1.6300	1.6500	1.6700	1.7400	1.8500	1.8700	1.8900	1.9200
14	1.6900	1.7100	1.7300	1.8000	1.9150	1.9350	1.9550	1.9850
15	1.7500	1.7700	1.7900	1.8600	1.9800	2.0000	2.0200	2.0500
18	1.7750	1.7950	1.8150	1.8900	2.0100	2.0300	2.0500	2.0800
20	1.8000	1.8200	1.8400	1.9200	2.0450	2.0650	2.0850	2.1150
23	1.8500	1.8700	1.8900	1.9700	2.0950	2.1150	2.1350	2.1650
25	1.9000	1.9200	1.9400	2.0200	2.1450	2.1650	2.1850	2.2150

C. **METHOD OF PAYMENT** - Members shall be paid on a semi-monthly (24 pay) basis with the fifteenth (15th) and the thirtieth (30th) day of each month designated as payment dates except when the day falls on a weekend or holiday, in which case payment will be made on the last workday preceding such. Each member of the bargaining unit shall receive with his/her first pay in September a schedule of the payment dates for the remainder of the year.

D. **SALARY COLUMN ADVANCEMENTS** – Bargaining unit members may apply for salary column adjustments twice (2 times) during a school year. Applications will be accepted no later than the fourth Monday of September and the fourth Monday of January. Salary column adjustments will become effective the beginning of the school year by meeting the September application deadline and the beginning of the second semester by meeting the January application deadline. Payments should be made the month following Board of Education approval. Satisfactory evidence (official college transcripts only) must be on file in the Superintendent’s office by the fourth Monday of September and the fourth Monday of January. These transcripts will be placed in the employee’s personnel file.

E. **PAYROLL DEDUCTIONS**

1. **PROFESSIONAL DUES AND FEES** – The Board will provide for applicable Association professional dues and fees to be deducted in ten (10) installments from their monthly paycheck. Money will be forwarded to the treasurer of the Association as it is deducted.

Individuals may sign up for payroll deduction of professional dues and fees by presentation of signed authorization forms to the Board Treasurer from the membership chairperson of the Association. Such deductions will be made in ten (10) equal installments from November through August annually unless or until the individual submits a written request to discontinue deductions to both the Board and the Association or leaves the employment of the Board.

All money so deducted shall be remitted to the treasurer of the Association monthly, accompanied by a list of individuals for whom the deductions were made and amount for each individual. Such list will also indicate any individual who discontinued his/her deductions.

Deduction requests shall be accepted after October for new members but shall be prorated to the number of deductions left in the above schedule.

2. **OTHER DEDUCTIONS** - In addition to payroll deductions required by law and dues and fees, as above, for the Association, the Board Treasurer shall make payroll deductions properly authorized by the member for the following purposes:

- a. Credit Union
- b. Tax Sheltered Annuities under a 403(b) plan*
- c. United Way
- d. Fund for Children and Public Education (FCPE)
- e. Scholarship
- f. Additional medical and disability-related insurance as authorized by the Board
- g. Contributions to Board operating levies
- h. Other legal deductions approved by the Board Treasurer

*Any new annuity company to be approved must have at least five (5) participants who wish to enroll in order to be admitted as a Board recognized company. The Board's responsibility shall be limited to providing a list of approved companies and transferring the funds upon request.

Such deductions shall continue until the agreed upon amount of money has been deducted and forwarded to the proper authorities or until the member submits a written request to discontinue said deductions.

Once enrolled in a program the member shall make changes no more than twice a year, except that the Board Treasurer may on an individual basis make exceptions to this rule.

The District will comply in all respects with applicable law and regulations relating to the 403(b) tax-sheltered annuity plans regardless of any provision herein.

F. **TEACHER SUBSTITUTION COMPENSATION** - Each secondary teacher shall be guaranteed a daily conference/planning period. Bargaining unit members can be assigned a duty instead of conference/planning period in case of an emergency. Neither the time before the first scheduled student instruction or assignment in the morning nor the time after student dismissal shall be counted as conference/planning period time; nor shall any time used for student supervision be so counted. With the exception of homeroom/duty assignment (a.m., p.m.), the Board shall pay a teacher .000605 of the base salary, rounded up to the nearest tenth of one dollar, per occurrence, when a teacher supervises or teaches another teacher's student(s) for a class period or portion thereof (Appendix M). Each principal will make an effort not to place another teacher's students under the supervision or teaching of another teacher. Where such supervision/placement is the result of a cooperative effort between teachers, such compensation need not be paid.

- G. **SUMMER SCHOOL** - Summer school teachers shall be paid the equivalent of .0007286 of the base per hour.

A current member in the district who teaches summer school may elect to be compensated in a lump sum payment at the conclusion of the summer school session. The option to choose must be made prior to the beginning of the summer school session and indicated on a Board-provided form (Appendix N). Once a choice is made as to method of payment, it cannot be changed for that summer school session. If the lump sum payment is chosen, it shall be subject to separate withholding taxes. Such payment shall be made in the next regularly-scheduled paycheck following the completion of summer school duties.

Members who apply for summer school service shall be employed according to their seniority in the summer school program.

Summer school program seniority shall be defined as:

1. A current member in this district shall be deemed to have seniority over any applicant from outside the district.
2. A current member in this district who in the previous year held the same or similar summer school position being applied for shall be deemed to have seniority for that position over all other applicants, provided he/she did satisfactory work in the previous year.

H. **SEVERANCE PAY**

1. Any bargaining unit member of the Riverside Local Board of Education, at the time of retirement from active service, shall be paid in cash for one-fourth (1/4) of the value of his/her accrued but unused sick leave credit. However, the maximum payment which may be made under this policy shall be sixty two (62) days [one-fourth (1/4) of two hundred forty eight (248) sick leave days]. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time.

For purpose of this section, an employee shall be deemed to "retire" if:

- a. The employee becomes eligible for receipt of benefits from the State Teachers Retirement System at the time the employee terminates employment with the Riverside Local Schools, or
- b. The employee leaves the teaching profession when his or her employment with the Riverside Local Schools terminates, has ten (10) years of service, and is fifty-five (55) years of age or older.

- I. **STRS PICKUP** - The Board shall in accordance with STRS and IRS guidelines pay the employee's contribution to STRS by effecting a uniform salary reduction. In order, however, that published salary schedules accurately depict the Board's salary

obligations pursuant to this Agreement, all schedules shall set forth the salary which would be in effect but for this STRS provision together with a legend setting forth the fact that there has been a uniform reduction in order to achieve this benefit.

- J. **HOSPITALIZATION/ PHYSICIAN, PRESCRIPTION, DENTAL AND VISION** - The Board shall provide hospitalization/physician, dental and vision insurance policies for employees and their spouses and dependent children, provided that the employee complies with the terms of the policy and the insurance companies' procedures concerning matters such as eligibility and enrollment.

The Board shall have no obligation to provide insurance for a dependent if the employee desiring dependent coverage fails to make written application to the Treasurer or to provide information reasonably requested by the Treasurer to establish the eligibility of dependents.

1. All eligible employees shall be entitled to participate in one of the following healthcare (medical and prescription drug) plans: Lake County Schools Council Standard Plan Nos. 1, 2 or 3 (attached).
2. The Lake County Schools Council Standard Plan Nos. 1, 2 and 3 shall be the only healthcare plans (medical and Rx) offered by the District as of July 1, 2011.
3. The employee contribution for the Lake County Schools Council Standard Plan No. 1 shall be sixty-seven dollars (\$67.00) per month for single and one hundred seventy dollars (\$170.00) per month for family.
4. The employee contribution for the Lake County Schools Council Standard Plan No. 2 shall be eighty-eight dollars (\$88.00) per month for single and two hundred twenty-five dollars (\$225.00) per month for family.
5. The employee contribution for the Lake County Schools Council Standard Plan No. 3 shall be one hundred and twenty-two dollars (\$122.00) per month for single and three hundred ten dollars (\$310.00) per month for family.
6. The employee monthly contribution toward the cost of dental and vision coverage (single or family) shall be ten dollars (\$10.00) per month.
7. The Board will provide a Section 125 Tax Plan for members of the bargaining unit for the duration of this contract agreement. This Plan may include medical premiums, dependent care, and unreimbursed medical expenses.
8. When two members of the same family are employed by the Board, only one is eligible for family coverage, provided that no dependent shall be deprived of coverage by nature of this provision. This section shall not preclude the spouse from receiving the medical insurance rebate. The rebate to a spouse shall be paid at the single rate. The District retains the right to convert a family health insurance plan covering two married bargaining unit members to two single health insurance plans as long as the bargaining unit members

suffer no economic loss. The bargaining unit member will be informed prior to the conversion. Bargaining unit members shall contribute to the total cost of the medical (hospitalization/physician) and prescription drug premiums based on rates set forth herein in sections 1 and 2. In no event will the members contribute combined more than the amount stated for one (1) family plan.

9. **ENROLLMENT** - Open enrollment shall occur May 15th through June 15th of each year. Carriers must be elected during this period with an effective date of July 1st. Changes in the amount of employee contributions will be calculated and made effective each July 1 annually. New members of the bargaining unit must apply for coverage within thirty (30) days of the first day of employment.

10. The Board shall have the right to select the insurance carrier it chooses to provide its insurance programs provided that the level of benefits remain the same or better.

K. **MEDICAL INSURANCE REBATE** - Once yearly, members of the bargaining unit shall have the option to participate in any or all insurance benefits. If a bargaining unit member elects not to receive a specific insurance benefit for a full year of the contract, he/she shall receive a rebate for the benefit according to the following:

<u>Benefit</u>	<u>Single</u>	<u>Family</u>
Hospitalization/Major Medical	\$ 575	\$1150
Prescription Drug	\$ 100	\$ 200
Dental Care	\$ 75	\$ 150
Vision	\$ 50	\$ 100

It is the bargaining unit member's responsibility to inform the District Treasurer in writing by the end of the enrollment period of each contract year as to the insurance option(s) they are selecting for rebate.

The rebate shall be paid as part of the regular paycheck on the second pay period in September of the ensuing school year.

Members shall have the right to enter any of the insurance options during the contract year, but shall forfeit a prorated portion of the rebate for the months enrolled.

L. **LIFE INSURANCE** - The Board shall provide a group term life insurance policy in the amount of fifty thousand dollars (\$50,000), and the Board shall pay the entire cost of providing such insurance.

M. **MOTOR VEHICLE REPORTS**

For a member with a valid driver's license to be authorized by the Board to drive a school van or other school vehicle, the following qualifications must be attained:

1. An abstract from the Bureau of Motor Vehicles that allows the District to insure the member;
2. A satisfactory report from the State Bureau of Criminal Identification which is required every six years;
3. Must be physically qualified using required physical examination
4. Complete the pre-service training.
5. Maintain re-certification standards

N. INCENTIVE PLAN FOR EARLY RETIREMENT

1. **STATEMENT OF PLAN** - The following Retirement Incentive Plan is intended to provide an incentive for early retirement. **PARTICIPATION IN THIS PLAN IS VOLUNTARY.** Each bargaining unit member will receive a one-time payment equal to forty percent (40%) of the member's current regular salary as determined by actual placement on the base salary schedule (excluding supplemental and other compensation), provided the member meets the requirements set forth in Sections 2 and 3 of this Article.

2. **AGE AND STRS ELIGIBILITY FOR BENEFITS**

- a. A traditional retirement is generally defined as 30 years of service regardless of the member's age. A bargaining unit member will be eligible to participate in the Plan provided the member begins an STRS service retirement no sooner than the end of the school year and no later than September 1 following the contract year in which the member first reaches 30 years of STRS service credit; or
- b. Inasmuch as some members start their careers later in life than others, these members may not be able to amass 30 years of STRS service credit. Such members shall be eligible to participate in the Plan provided they begin an STRS service retirement no sooner than the end of the school year and no later than September 1 following the contract year in which one of the following eligibility levels is met, whichever occurs first:
 - (1) The member first reaches 55 years of age with 25 years of service prior to 12:01 a.m. on the first full teacher workday of the following contract year or first reaches 25 years of service at or over the age of 55.
 - (2) The member first reaches 60 years of age (or turns 61 between June 1 and August 31 of the current contract year) and has at least five years of STRS service credit but less than 25 years of STRS service credit.

A member's failure to participate under (1) or (2) will not disqualify them from the Plan provided they retire when they first reach 30 years of STRS service credit.

3. **APPLICATION FOR RETIREMENT** – An eligible bargaining unit member must give written notice of the member's intent to retire to the Board of Education by April 15 of the year in which the member first meets the eligibility requirements of Section 2 of this Article and must provide to the District Administration appropriate STRS service retirement documentation by June 1 of the year in which the member first meets the eligibility requirements of Section 2 of this Article.

- O. **TUTORS.** Title I teachers will be replaced through attrition by Title I tutors. Title I tutors will be paid hourly according to the negotiated rate for tutors (.000605 of base salary). Title I tutors will receive paid planning time commensurate with that of elementary classroom teachers. Benefits will be paid according to Section B of Article VI. In the event of a reduction in force of any tutor, the member in the tutor assignment shall not be eligible to displace or otherwise assume any position in the bargaining unit other than tutor provided the applicable provisions of Article XI's reduction in force are satisfied. Tutors are not eligible to attain continuing contract status.

ARTICLE XIV

SUPPLEMENTAL CONTRACTS

- A. **METHOD OF PAYMENT** - At the request of the person holding a supplemental contract, supplemental salaries shall be paid according to one of the two (2) following plans:
 1. Supplemental salaries shall be paid in a lump sum payment not later than the first pay period following the completion of the supplemental contract assignment or school year and shall be subject to separate withholding taxes. For example, football shall be paid on November 15, basketball on March 15, and yearbook on June 15; or
 2. Supplemental salaries shall be paid in twenty-four (24) equal installments combined with regular earnings.
 3. The Board will make the "Cumulative Method" of federal income tax withholding available to bargaining unit members for supplemental contract payments, insurance rebate payments, academic incentive payments, or other lump sum payments greater than three hundred dollars (\$300.00). Requirements to be eligible to use the "Cumulative Method" of federal income tax withholding are as follows:
 - a. The member must submit, in writing, a request to withhold tax on the cumulative wages. (See Appendix R)

- b. This method can only be used if the wages were paid with the same frequency since the beginning of the current calendar year. (New hires are exempt from this requirement.)
- c. This method must be used for the remaining pays in the calendar year.
- d. In the event that the member no longer wishes to have the "Cumulative Method" used in the calculation of federal income tax withholding, the member must submit a letter of revocation. A change in withholding method can occur at the end of the calendar year.

The option to choose must be made by July 1 or at the time of accepting the position, whichever is later (Appendix N). Once a choice has been made as to the method of payment, it cannot be changed during the length of the supplemental contract. The Board shall develop and provide the form for the supplemental contract holder to indicate his/her choice.

B. **EXPERIENCE** - Years of experience under contract with the Riverside Local School District in a particular sport or activity shall be counted, except as provided below. Experience in the same sport or activity within the Riverside Local School District but not under contract shall also count.

1. When an individual is granted a head coaching position and has had junior high, junior varsity, or varsity assistant experience in the district related to the same head position he/she is awarded, each year of such related experience shall act as a credit of .5 years toward salary placement, with half-year credits rounded to the next highest full year.
2. Years of experience under contract in one sport or activity shall be counted toward placement on the salary schedule in another sport or activity provided that those sports or activities are related such as but not limited to boys/girls basketball, boys/girls track, softball/ baseball, and cheerleaders/Dance Team/flag corps/majorettes.

If a supplemental contract calls for extended time, the pay shall be at the hired person's per diem rate. After July 1 the per diem shall be based on the upcoming year's base salary and schedule.

The Superintendent's approval shall be required for the granting of years of experience in the same sport or activity earned outside of Riverside Local School District.

Except as otherwise provided in Revised Code 3313.53, no one outside the recognized bargaining unit shall be hired for a supplemental salary position unless there is no qualified candidate within the bargaining unit who has applied for the position. Any vacancy in the position(s) of Varsity Head Baseball Coach, Varsity Head Basketball Coach, Varsity Head Football Coach, and Varsity Head Track Coach may be occupied by one from outside the recognized bargaining unit if no bargaining unit member Assistant Varsity Coach, within the above identified sports,

applies for a vacant varsity head coach position. Other bargaining unit member(s) may apply for any vacant varsity head coach position, within the above-identified sports, and said application shall not be arbitrarily or unreasonably denied.

C. **SCHEDULE** - Holders of supplemental contracts shall be compensated in accordance with the above provisions and at their respective index factors (times \$35,000.00) as such factors are found in the Supplemental Contract Index Schedule, Appendix B, hereto.

D. **ASSISTANTS FOR ATHLETIC CONTESTS (JUNIOR, MIDDLE AND SENIOR HIGH SCHOOLS)** - All positions will be filled on a tri-seasonal basis. All positions will be posted at least six (6) weeks before the start of the season and filled between the second and third weeks prior to the start of the season. These positions shall be filled subject to the following stipulations in the order stated below:

1. Bargaining unit members who worked the previous year shall first be provided the opportunity to work.
2. Bargaining unit members who did not work the previous season shall be given the opportunity to work.

E. **JOB DESCRIPTIONS AND EVALUATION**

Job descriptions shall be available for all positions listed in Appendix B (Supplemental Salary Schedule). Head coaches/advisors shall be invited to assist in the screening and interviewing of assistants.

Evaluations for holders of supplemental contracts shall be completed by the appropriate administrator/head coach within thirty (30) days from the completion of the responsibilities outlined in the job descriptions (Appendix U-1 Head Coach Evaluation Form and Appendix U-2 Assistant Coach Evaluation Form).

F. **RE-EMPLOYMENT OF SUPPLEMENTAL CONTRACTS**

A Board decision not to re-employ supplemental contract employees does not require service of written notice of non-renewal on or before June 1st of the year in which the supplemental contract expires. The Board will not notify supplemental contract employees on or before June 1st that the contracts will not be renewed. Rather, each supplemental contract will expire at the conclusion of its term with no right of automatic renewal. Each year, the Board will issue new supplemental contracts for the upcoming school year.

A Board decision not to re-employ a supplemental contract employee is not conditioned on the evaluation under the tenure laws. [Ohio Revised Code 3319.111(A)]. The District, however, plans to continue its practice of performing at least one evaluation of each of its supplemental contract employees per contract year.

A supplemental contract employee who is not re-employed upon the expiration of the contract is not entitled to a written statement of the circumstances for the non-renewal and a hearing under the tenure laws. [Ohio Revised Code 3319.11(G)]

ARTICLE XV

RIVERSIDE CAMPUS SCHEDULE

1. The teaching schedule shall include a 30-minute uninterrupted lunch period. Teachers shall have no less than 205 minutes of planning time per regular work week. Each regular workday shall include not less than twenty (20) minutes of uninterrupted planning time.
2. When reasonably possible, assignment of members required to travel between buildings shall be pursuant to seniority in areas of certification.
3. No bargaining unit member shall have more than three (3) separate subject preparations during a regular school day (excluding art, industrial arts, life studies, music, physical education or special education). However, a member may have more than three (3) separate subject preparations as long as the schedule of the member includes additional planning time equivalent to 205 minutes per regular work week.
4. It is not the intention of the administration to increase the teacher's average student workload by implementing a schedule.
5. A bargaining unit member requested to substitute during his/her duty periods shall be assigned by seniority on a rotating basis (least senior first, etc.).
6. Time will be built into the master schedule to allow one meeting per week with administrators and department chairs and one meeting per week for team/department meetings however, if the school day is shortened, one meeting (team/department only) will occur per week during the workday.
7. There will be department heads whose schedules will be no less than one (1) preparation period and one (1) department head period per day or 205 minutes of planning time per regular work week and 205 minutes of department head time per regular work week.
8. The RLEA President shall have two (2) scheduled preparation periods per day, or 205 minutes of planning time per regular work week and 205 minutes of RLEA time per regular work week, the time of which will be by agreement of the RLEA President and the building principal. In the event that the RLEA President is also a department head, the RLEA President shall designate who will be assigned the RLEA preparation period.

9. The parties shall re-convene the New Schedule Committee for the Riverside Campus ("NSCRC") in the event that any changes to the schedule are being considered.
- a. The NSCRC shall be comprised of 4 administrators appointed by the Superintendent and 4 bargaining unit members assigned to work at the Riverside Campus appointed by the RLEA President.
 - b. The Superintendent and RLEA President shall not be members of the NSCRC.
 - c. The NSCRC may make a recommendation in a timely manner regarding the design of a new schedule for the Riverside Campus.
 - d. The NSCRC shall address the need to modify the requirements of Subsections 6 and 7 herein and Section I of Article VI, in the event of a different schedule. In order to modify any requirement of subsection 6, subsection 7, and/or Section I of Article VI, the NSCRC must have met consensus. The Superintendent shall not have the authority to modify the requirements of subsection 6 and/or 7 or Section I of Article VI.
 - e. If the NSCRC fails to reach consensus after good-faith efforts, the Superintendent, RLEA President and their respective representatives shall engage the services of a mediator to resolve the matter. Any costs of mediation shall be paid equally by the parties.
 - f. If mediation is unsuccessful and only after good faith efforts, the Superintendent shall have final decision-making authority.

ARTICLE XVI

GRIEVANCE PROCEDURE

- A. **RIGHTS OF THE GRIEVANT AND THE ASSOCIATION** - For the purpose of resolving the matter informally, a grievant shall first discuss it with his/her principal or immediate superior. At any step the administrator may waive the grievance to a higher step.

The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

Nothing contained in this procedure shall be construed as limiting the individual right of a member having a complaint or problem to discuss the matter informally with members of the Administration/Board through normal channels of communication.

The fact that a member files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment, or promotion process. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

At any stage in this process, whether formal or informal, grievance, complaint, or problem, the member has the right to representation by the Association.

- B. **TIME LIMITS** - The number of days indicated at each step in the procedure shall be the maximum. However, the limitations may be shortened or lengthened by written mutual agreement of the parties involved at the affected step. If a grievant does not file a Level I grievance in writing within thirty (30) days after the grievant knew or should have known of the act or development of the conditions on which the grievance is based, the grievance shall be considered waived unless such grievance relates to an ongoing situation.

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled without prejudice at that step, and further appeal shall be barred.

Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand-delivered or sent by certified mail, return receipt requested, with the date of receipt recorded thereon. Where hand-delivered, receipt shall be acknowledged with each party signing duplicate copies. Time shall be computed from the date of posting for the sender and from receipt for the receiver.

Efforts will be made to process grievances to a satisfactory conclusion by the end of the school year. If this is not possible, the grievance will proceed with further processing during the summer months. In such case the time limits set forth herein may be reduced by mutual consent so that the grievance may be processed before the end of the school year or as soon thereafter as practical.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the normal school day, unless mutually agreed to the contrary.

C. **GRIEVANCE PROCEDURE**

LEVEL I - If the grievance is not resolved by informal discussion, it may be pursued further by submitting a completed Grievance Report Form (Appendix C), Level I, to the grievant's lowest level administrator with the authority to resolve it. A copy shall also be filed with the Superintendent. Within five (5) days of receipt of the Grievance Report Form, the administrator shall meet with the grievant. The administrator shall write a disposition of the grievance within three (3) days after such meeting by

completing Level I of the Grievance Report Form and returning a copy to the grievant, the Superintendent, and the RLEA President.

LEVEL II - If the grievant is not satisfied with the disposition of the grievance in Level I, the grievant shall complete Grievance Report Form, Level II, and submit same to the Superintendent, or his/her designee, within five (5) school days of receipt of the decision at Level I. Within five (5) school days of receipt of the Grievance Form, the Superintendent or his/her designee shall meet with the grievant. Within three (3) school days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance by completing his/her portion of Level II, forwarding a copy to the grievant, the immediate supervisor, and the RLEA President. An alternative procedure to Level II: The grievant and the Association may request to meet with the Board in Executive Session at its next regularly scheduled Board meeting or at another time by mutual consent of the parties.

LEVEL III - MEDIATION - If the grievant is not satisfied with the disposition of the grievance in Level II, the grievant and/or the Association, with agreement of the Board, may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from the receipt of the answer given at Level II. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but no later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful or is not initiated, the grievant and the Association may proceed to Level IV.

LEVEL IV - If the grievant is not satisfied with the disposition of the grievance by the Board of Education at Level III or if Level III is waived, the grievant may request a hearing before an arbitrator by completing Grievance Report Form, Level IV.

The grievant's request for arbitration, subject to the approval of the RLEA grievance committee, shall be made to the American Arbitration Association within ten (10) days following receipt of the disposition of the grievance in Level III or within ten (10) days from the date Level III is mutually waived by the parties. The grievant will simultaneously provide a copy of the panel request to the Treasurer.

An arbitrator shall be selected by guidelines from the American Arbitration Association.

Once the arbitrator has been selected he/she shall be immediately notified, and he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. If, and only to the extent that, the decision is limited to determining that there has been a violation, misinterpretation, or misapplication of a specific term of this Contract, the decision of the arbitrator shall be binding on both parties. The arbitrator shall state in his/her decision whether and to what extent the decision is binding or advisory. The cost of the arbitrator shall be fully paid by the losing party. If no clear decision is rendered or if there is a split decision, the costs shall be shared equally by both the grievant and the Board.

ARTICLE XVII

DURATION, FORM, AND EFFECT

- A. **DURATION** - This Contract shall take full effect with the first workday of 2014-15 teacher contract year, and shall remain in effect until 12:01 a.m. on the first full teacher workday in the 2016-17 teacher contract year.

- B. **FORM** - This Contract shall be entitled "Contract Between the Riverside Local Education Association and the Riverside Local Board of Education." It shall be printed in a professional manner along with a table of contents.

- C. **EFFECT OF CONTRACT** - The parties acknowledge that during the negotiations that resulted in this Contract, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the parties' entire understanding and agreement resulted from the exercise of that right and opportunity. The parties agree that this Contract contains all of the terms and conditions which have been negotiated between the Riverside Local Board of Education and the Riverside Local Education Association and that neither "past practice" nor "Board Policy" are incorporated herein. Therefore, the Board and the Association agree that they shall not be obligated to negotiate with each other for the entire term of this Contract.

"Past practice" may be used as an aid to interpretation of contract language but not as a means of expanding upon contract language.

The parties further agree that all functions, rights, powers, responsibilities, and authority of the Board in regard to management of the work force and the operation of the district shall remain exclusively those of the Board unless limited or modified by a provision or term of this Contract.

This Contract shall be binding upon all successors to the Riverside Local Board of Education to the extent permitted by law.

In recognition and witness to the Contract hereby reached and made effective, the following persons do place their signatures:

FOR THE BOARD:

Thomas Hack
Its President Date

[Signature] 4/24/15
Its Superintendent Date

[Signature] 4/25/15
Its Treasurer Date

FOR THE ASSOCIATION:

Michelle D. Wells 5-4-15
Its President Date

Jaclyn Roman 5-4-15
Its Negotiations Chair Date

[Signature] 5-11-15
Its Labor Relations Consultant Date

APPENDIX A-1

CERTIFIED STAFF SALARY SCHEDULE

EFFECTIVE 2014-2015 SCHOOL YEARS

Base \$37,032

<u>Exp.</u>	<u>B.A.</u>	<u>BA+9</u> <u>GR/HRS</u>	<u>BA+15</u> <u>GR/HRS</u>	<u>BA+24</u> <u>GR/HRS</u>	<u>M.A.</u>	<u>MA+9</u> <u>GR/HRS</u>	<u>MA+15</u> <u>GR/HRS</u>	<u>MA+30</u> <u>GR/HRS</u>
0	37,032	37,773	38,513	39,254	39,995	40,735	41,476	42,587
1	38,513	39,254	39,995	40,920	42,031	42,772	43,661	44,624
2	39,995	40,735	41,476	42,587	44,068	44,809	45,549	46,660
3	41,476	42,216	42,957	44,253	46,105	46,845	47,586	48,697
4	42,957	43,698	44,438	45,920	48,142	48,882	49,623	50,734
5	44,438	45,179	45,920	47,586	50,178	50,919	51,660	52,771
6	46,290	47,031	47,771	49,623	52,400	53,141	53,882	54,993
7	48,142	48,882	49,623	51,660	54,622	55,363	56,103	57,214
8	49,993	50,734	51,474	53,696	56,844	57,585	58,325	59,436
9	51,845	52,585	53,326	55,733	59,066	59,807	60,547	61,658
10	53,696	54,437	55,178	57,770	61,288	62,029	62,769	63,880
11	55,918	56,659	57,400	59,992	63,695	64,436	65,176	66,287
12	58,140	58,881	59,622	62,214	66,102	66,843	67,583	68,694
13	60,632	61,103	61,843	64,436	68,509	69,250	69,990	71,101
14	62,584	63,325	64,065	66,658	70,916	71,657	72,398	73,509
15	64,806	65,547	66,287	68,880	73,323	74,064	74,805	75,916
18	65,732	66,472	67,213	69,990	74,434	75,175	75,916	77,027
20	66,658	67,398	68,139	71,101	75,730	76,471	77,212	78,323
23	68,509	69,250	69,990	72,953	77,582	78,323	79,063	80,174
25	70,361	71,101	71,842	74,805	79,434	80,174	80,915	82,026

APPENDIX A-2

CERTIFIED STAFF SALARY SCHEDULE

EFFECTIVE 2015-2016 SCHOOL YEARS

Base \$37,402

<u>Exp.</u>	<u>B.A.</u>	<u>BA+9</u>	<u>BA+15</u>	<u>BA+24</u>	<u>M.A.</u>	<u>MA+9</u>	<u>MA+15</u>	<u>MA+30</u>
	<u>GR/HRS</u>	<u>GR/HRS</u>	<u>GR/HRS</u>	<u>GR/HRS</u>		<u>GR/HRS</u>	<u>GR/HRS</u>	<u>GR/HRS</u>
0	37,402	38,150	38,898	39,646	40,394	41,142	41,890	43,012
1	38,898	39,646	40,394	41,329	42,451	43,199	44,097	45,069
2	40,394	41,142	41,890	43,012	44,508	45,256	46,004	47,127
3	41,890	42,638	43,386	44,695	46,565	47,314	48,062	49,184
4	43,386	44,134	44,882	46,378	48,623	49,371	50,119	51,241
5	44,882	45,630	46,378	48,062	50,680	51,428	52,176	53,298
6	46,753	47,501	48,249	50,119	52,924	53,672	54,420	55,542
7	48,623	49,371	50,119	52,176	55,168	55,916	56,664	57,786
8	50,493	51,241	51,989	54,233	57,412	58,160	58,908	60,030
9	52,363	53,111	53,859	56,290	59,656	60,404	61,152	62,274
10	54,233	54,981	55,729	58,347	61,900	62,648	63,396	64,518
11	56,477	57,225	57,973	60,591	64,331	65,079	65,828	66,950
12	58,721	59,469	60,217	62,835	66,763	67,511	68,259	69,381
13	60,965	61,713	62,461	65,079	69,194	69,942	70,690	71,812
14	63,209	63,957	64,705	67,324	71,625	72,373	73,121	74,243
15	65,454	66,202	66,950	69,568	74,056	74,804	75,552	76,674
18	66,389	67,137	67,885	70,690	75,178	75,926	76,674	77,796
20	67,324	68,072	68,820	71,812	76,487	77,235	77,983	79,105
23	69,194	69,942	70,690	73,682	78,357	79,105	79,853	80,975
25	71,064	71,812	72,560	75,552	80,227	80,975	81,723	82,845

APPENDIX B

SUPPLEMENTAL SALARY SCHEDULE

Supplemental salaries shall be based on \$35,000.00 for the term of this Agreement.

The following positions, when filled by the Board, shall be subject to compensation via supplemental contract. Indexes given shall be used to determine the amount of compensation for a given contract by multiplying the applicable index times the district's base salary.

	<u>Years of Experience</u>		
	<u>0-2 Years</u>	<u>3-5 Years</u>	<u>6 or More Years</u>
FACULTY MANAGER	0.1150	0.1342	0.1534
FOOTBALL			
Head	0.1682	0.1874	0.2066
Varsity Assistants (5)	0.1203	0.1395	0.1587
Ninth Grade (2)	0.0767	0.0862	0.0958
Seventh and Eighth Grade (4)	0.0671	0.0767	0.0862
BASKETBALL			
Head – Boys	0.1682	0.1874	0.2066
Head - Girls	0.1682	0.1874	0.2066
Varsity Assistants (4) (2 Boys / 2 Girls)	0.1203	0.1395	0.1587
Ninth Grade (2)	0.0767	0.0862	0.0958
Seventh and Eighth Grade (4)	0.0671	0.0767	0.0862
WRESTLING			
Head	0.1629	0.1821	0.2013
Varsity Assistant (1)	0.1150	0.1342	0.1534
Ninth Grade (1)	0.0767	0.0862	0.0958
Seventh and Eighth Grade (2)	0.0671	0.0767	0.0862
BASEBALL/SOFTBALL			
Head (1 Baseball / 1 Softball)	0.1342	0.1534	0.1664
Varsity Assistant (4) (2 Baseball / 2 Softball)	0.1150	0.1342	0.1534
Ninth Grade (2) (1 Baseball / 1 Softball)	0.0767	0.0862	0.0958
TRACK			
Head (Outdoor)	0.1342	0.1534	0.1664
Varsity Assistants (4)	0.1150	0.1342	0.1534
Seventh and Eighth Grade (2)	0.0671	0.0767	0.0862
VOLLEYBALL			
Head	0.1150	0.1342	0.1534
Varsity Assistant (2)	0.0958	0.1150	0.1342
Ninth Grade (1)	0.0767	0.0862	0.0958
Seventh and Eighth Grade (2)	0.0671	0.0767	0.0862

Years of Experience

	<u>0-2 Years</u>	<u>3-5 Years</u>	<u>6 or More Years</u>
SOCCER			
Head - Boys	0.0958	0.1150	0.1342
Head - Girls	0.0958	0.1150	0.1342
Varsity Assistant (2) (1 Boys / 1 Girls)	0.0767	0.0958	0.1150
Seventh and Eighth Grade (1)	0.0671	0.0767	0.0862
CROSS COUNTRY			
Head - Boys	0.0958	0.1150	0.1342
Head - Girls	0.0958	0.1150	0.1342
Seventh and Eighth Grade (1)	0.0671	0.0767	0.0862
GOLF			
Head	0.0958	0.1150	0.1342
Varsity Assistant (1)	0.0767	0.0862	0.0958
SWIMMING			
Head	0.0958	0.1150	0.1342
Assistant (1)	0.0767	0.0862	0.0958
TENNIS			
Head - Boys	0.0958	0.1150	0.1342
Head - Girls	0.0958	0.1150	0.1342
DANCE TEAM			
	0.0671	0.0767	0.0862
CHEERLEADERS			
Football/Basketball	0.1150	0.1342	0.1534
Wrestling Wrestlerettes	0.0287	0.0383	0.0479
Ninth Grade	0.0383	0.0479	0.0575
Eighth Grade	0.0383	0.0479	0.0575
MAJORETTES			
	0.0671	0.0767	0.0862
FLAG CORPS			
	0.0671	0.0767	0.0862
MARCHING BAND			
High School	0.0958	0.1150	0.1342
First Assistant	0.0287	0.0383	0.0479
Second Assistant	0.0287	0.0383	0.0479
Third Assistant	0.0287	0.0383	0.0479
PEP BAND			
	0.0287	0.0383	0.0479
BAND			
Junior High	0.0287	0.0383	0.0479
LaMuth Middle School	0.0287	0.0383	0.0479

	<u>Years of Experience</u>		
	<u>0-2 Years</u>	<u>3-5 Years</u>	<u>6 or More Years</u>
CHORAL			
Campus	0.0479	0.0575	0.0671
LaMuth Middle School	0.0287	0.0383	0.0479
Elementary (3)	0.0287	0.0383	0.0479
STUDENT COUNCIL			
High School	0.0575	0.0672	0.0767
Junior High	0.0383	0.0479	0.0575
LaMuth Middle School	0.0383	0.0479	0.0575
SENIOR CLASS ADVISOR	0.0575	0.0672	0.0767
JUNIOR CLASS ADVISOR	0.0767	0.0958	0.1150
HEAD TEACHER - ELEMENTARY	0.0192	0.0287	0.0383
YEARBOOK			
RHS Editorial	0.0575	0.0671	0.0767
RHS Business	0.0575	0.0671	0.0767
Junior High	0.0479	0.0575	0.0671
LaMuth Middle School	0.0479	0.0575	0.0671
NEWSPAPER			
LOG	0.0192	0.0287	0.0383
Middle School/7th grade	0.0096	0.0192	0.0287
ACADEMIC CHALLENGE	0.0192	0.0287	0.0383
ACADEMIC DECATHLON			
Director	0.0671	0.0767	0.0862
Assistant	0.0383	0.0479	0.0575
MOCK TRIAL	0.0671	0.0767	0.0862
AUDIO/VISUAL			
Campus	0.0287	0.0383	0.0479
LaMuth Middle School	0.0192	0.0287	0.0383
DRAMA			
Director, High School	0.0910	0.1053	0.1197
Costumes	0.0479	0.0575	0.0671
Stage Technician	0.0479	0.0575	0.0671
Music Conductor	0.0287	0.0383	0.0479
Pit Conductor	0.0192	0.0287	0.0383
Accompanist/Choreographer Spring Musical	0.0192	0.0287	0.0383
LaMuth Middle School	0.0287	0.0383	0.0479

	<u>Years of Experience</u>		
	<u>0-2 Years</u>	<u>3-5 Years</u>	<u>6 or More Years</u>
CAMPUS/AUDITORIUM TECHNICIAN	0.0287	0.0383	0.0479
KEY CLUB	0.0192	0.0287	0.0383
AFS	0.0192	0.0287	0.0383
NATIONAL HONOR SOCIETY	0.0287	0.0383	0.0479
SAFE	0.0192	0.0287	0.0383
7 TH GRADE CLASS TRIP			
Director	0.0287	0.0287	0.0287
Chaperones	0.0144	0.0144	0.0144
Nurses	0.0144	0.0144	0.0144
OUTDOOR EDUCATION PROGRAM			
Director	0.0383	0.0383	0.0383
Assistant Director	0.0287	0.0287	0.0287
Teachers and Nurse/Session	0.0096	0.0096	0.0096
LPDC Chair	0.0550	0.0550	0.0550
Committee Members (6)	0.0287	0.0287	0.0287

All dollar amounts are to be rounded to the next nearest whole dollar.

NOTES

- A. Where only one index is indicated, credit shall not be given for years of experience.
- B. In the event the Board desires a student-related activity and where none exists, a supplemental shall be offered with the pay to be negotiated.
- C. Guidance counselors, marching band, life skills and cooperative business education shall continue to receive the same amount of extended time at their per diem rates.
- D. Each bargaining unit member shall receive a free pass to all Riverside Local school events unless specifically prohibited by law.

APPENDIX C

GRIEVANCE REPORT FORM

LEVEL _____

GRIEVANCE # _____

Distribution of Form:

- 1. Immediate Supervisor
- 2. Superintendent
- 3. Grievant
- 4. RLEA President

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
----------	------------	------------------	------------

A. POSITION OF GRIEVANT (set forth section or sections of agreement claimed to be involved, and date(s) cause of grievance occurred) _____

B. RELIEF SOUGHT _____

Signature

Date

C. DATE RECEIVED BY IMMEDIATE SUPERVISOR _____

D. DISPOSITION _____

APPENDIX D

**Riverside Local School District
PROFESSIONAL IN-SERVICE MEETING APPLICATION FORM
AND L.P.D.C. PRE-APPROVAL REQUEST FOR WORKSHOP/CONFERENCE**

Directions: Submit two (2) completed copies of this form, signed by the building principal, to the Central Administrative Office prior to the activity. The request will be reviewed by the Local Professional Development Committee and the Superintendent or designee. A copy of the processed application will be returned to the certificated staff member indicating whether attendance at the activity is approved and whether the L.P.D.C. pre-approves CEU credit.

Applicant Information:

Name _____ Association Activity? Yes No

Present Assignment _____ Building _____

Workshop/Conference Title _____

Date(s) and Time(s) of Workshop/Conference _____

Presented/Sponsored by _____ Location _____

Requesting PDUs or CEUs?* _____ No _____ Yes: # Requested _____: This form will be forwarded to the LPDC.

Workshop/Conference Objectives (please attach a copy of the program agenda to this form)

How will you be able to share the knowledge/benefits of this activity with other staff?

[If Applicable] To which IPDP goal(s) does this activity relate? Describe. (Use the back if more space is needed.)

Itemized Cost Estimates: Treasurer's Signature _____ Funds Approved
 Funds Not

Approved

Fare, parking (describe) _____ \$ _____
Mileage _____ @ _____ ¢/mile _____
Lodging _____ @ _____ /night _____
Meeting registration, banquets, etc.** _____
Meals (other than above) _____
TOTAL COST \$ _____

**It is the applicant's responsibility to obtain a record of participation, for instance a certificate of completion issued by the presenter, for this activity and submit it to the L.P.D.C. to receive CEU credit.*

***If prepayment of the registration is required, please attach all needed registration forms and submit this request sufficiently far in advance to allow the treasurer's office to process and mail the check.*

Applicant's Signature _____ Date _____

Principal's Signature _____ Superintendent's Signature _____

Attendance Approved Attendance Not Approved

LPDC Pre-Review: <input type="checkbox"/> CEUs Pre-approved*	LPDC CEU Approval: Date _____
Date _____ <input type="checkbox"/> CEUs Not Pre-approved	# Approved _____

APPENDIX E

REQUEST FORM

(Please submit in duplicate to the principal)

RIVERSIDE LOCAL SCHOOL DISTRICT

**ATHLETIC LEAVE
APPLICATION FORM**

NAME _____ SCHOOL _____

A. I wish to attend the following athletic leave activity:

ACTIVITY _____ DATE _____

LOCATION _____

Please outline the benefits to the Riverside Local Schools to be derived from this activity.

Itemized cost estimates, travel expenses:

Fare _____ \$ _____

Mileage _____ @ _____

Motel (number of nights) _____

Convention expense (registration, banquets, etc.) _____

Meals (other than above) _____

Grand total of estimated expenses _____

(Additional information concerning this request may be enclosed)

Principal's Approval _____ Date _____

NOTE: A copy of athletic leave requests not approved by the principal shall be sent to the Superintendent's office. The principal's approval does not mean final approval of the meeting request.

Approved _____ Not Approved _____

Superintendent's Signature _____ Date _____

Reason(s) _____

SUPERINTENDENT'S COMMENTS:

1. If prepayment is required, please attach all needed registration forms. The treasurer will mail the form with the check.
2. Schools are exempt from paying Ohio sales tax for lodging purposes if a tax-exempt form or tax exempt number is provided at the time of registering. A tax-exempt form will be attached to each athletic leave request approved with lodging in Ohio. Please inform the hotel of the tax-exempt form at the time of registering. We are attempting to eliminate the cost of the Ohio sales tax on rooms. Thank you.

(OVER)

APPENDIX F
RIVERSIDE LOCAL SCHOOLS
STUDENT PLACEMENT/GRADE CHANGE

STUDENT: _____

TEACHER: _____

DATE: _____

COMMENT:

Teacher's Signature

APPENDIX G

REQUEST FOR ACADEMIC INCENTIVE INCREMENT APPROVAL

I. PERSONAL:

Date of Application _____

Name _____ Address _____

School _____ Grade and/or Subject _____

Date employed by Riverside Local Board of Education _____

Highest College Degree _____ Date Received _____

Name of Institution _____

II. COURSE OF STUDY TO BE PURSUED:

Post Baccalaureate _____ Graduate _____

College or University _____

Advisor _____

Semester (check one) Fall _____ Winter _____ Spring _____ Summer _____

Field of Study _____

Specific Courses to be Studied:

_____	Semester Hours _____

Total Semester Hours _____

Cost per semester hour \$ _____ Total Cost \$ _____

Compensation will be at the annual cost of six (6) semester hours in any twelve (12) month period or a total not to exceed \$750.00, whichever is less.

III. PREVIOUS REQUEST IN PAST TWELVE MONTHS:

	Date of Request	Date Courses Completed
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Signature: _____ (see back)

IV. ACTION TAKEN:

Approved/Disapproved _____ Date _____
Superintendent

Approved for Board of Education _____ Date _____
Clerk

V. PAYMENT:

Payment will be made upon submission of a transcript verifying that the work was successfully completed, and a statement showing the cost of the course(s) taken.

Date Official Transcript Received _____

Date Statement of Tuition Cost Received _____

Approved for Payment of: \$ _____

Superintendent _____

Clerk _____

Date _____

VI. Degree Position on Salary Schedule Now: _____

Upon satisfactory completion of course work covered by this application, I will be entitled to move to the following position on the salary schedule: _____

_____ Have you received an Academic Incentive reimbursement within the past five (5) years?

_____ Are you currently enrolled in a planned degree program:

If your answer above is yes, what is the name and location of the institution?

What is your purpose for taking this course/courses?

APPENDIX I
RIVERSIDE LOCAL SCHOOLS
TEACHER OBSERVATION

Teacher _____ Date of Observation _____

School _____ Subject and Grade _____

Date Observation Report Given to Teacher _____

Date of Pre-Observation Conference (Optional) _____ Date of Post-Observation Conference _____

Description of Lesson/Activity _____ Time In _____ Time Out _____

Appraisal Scale: Excellent (E), Good (G), Satisfactory (S), Needs Improvement (NI), Unsatisfactory (U), and Not Observed (Not Observed). If NI or U is indicated, specific comments are required in the plans for continued growth area.

A. Organizes Content Knowledge for Student Learning

- _____ 1. Articulates clear learning goals for the lesson that are appropriate for students
- _____ 2. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned
- _____ 3. Uses a variety of teaching methods based on student learning styles
- _____ 4. Uses a variety of evaluation strategies that is appropriate for the students and that align with the goals of the lesson
- _____ 5. Demonstrates knowledge of content

B. Creates an Environment for Student Learning

- _____ 1. Creates a climate that promotes fairness
- _____ 2. Establishes and Maintains rapport with students
- _____ 3. Communicates challenging learning expectations to each student
- _____ 4. Establishes and maintains consistent standards of classroom behavior
- _____ 5. Makes the physical environment safe and conducive to learning

C. Teaches for Student Learning

- _____ 1. Makes learning goals and instructional procedures clear to students
- _____ 2. Makes content comprehensible to students
- _____ 3. Encourages students to extend their thinking
- _____ 4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- _____ 5. Uses instructional time effectively (time on task)
- _____ 6. Incorporates and implements technology usage in the classroom

Commendable performance areas and suggestions:

Performance areas outlined for improvement:

Plans for continued growth as related to the observation (to be completed at the post-observation conference):

Teacher comments (optional):

Signature of Observer

Date _____

Signature of Teacher

Date _____

(The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.)

SUBMIT IN TRIPLICATE
White Copy – Member
Green Copy – Principal
Blue Copy - CAO

APPENDIX J

**Riverside Local Schools
Teacher Evaluation Form**

Teacher _____ Assignment _____

Date evaluation given to teacher _____ Conference date _____

KEY: Excellent (E); Good (G); Satisfactory (S); Needs Improvement (NI); Unsatisfactory (U); Not Observed (NO)

If NI or U is indicated, specific comments are required in Notation and Sections II and III.

DOMAIN A Organizing Content Knowledge for Student Learning	E	G	S	NI	U	NO	Notation
(A1) Articulates clear learning goals that are appropriate for the students							
(A2) Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future							
(A3) Creates or selects teaching methods, learning activities, and instructional materials or other resources that are appropriate for the students and that are aligned with the goals of the lesson							
(A4) Creates or selects evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson							
(A5) Demonstrates knowledge of content							

Specific Comments:

DOMAIN B Creating an Environment for Student Learning	E	G	S	NI	U	NO	Notation
(B1) Creates a climate that promotes fairness							
(B2) Establishes and maintains rapport with students							
(B3) Communicates challenging learning expectations to each student							
(B4) Establishes and maintains consistent standards of classroom behavior							
(B5) Makes the physical environment as safe and conducive to learning as possible.							

Specific Comments:

DOMAIN C Teaching for Student Learning	E	G	S	NI	U	NO	Notation
(C1) Makes learning goals and instructional procedures clear to students							
(C2) Makes content comprehensible to students							
(C3) Encourages students to extend their thinking							
(C4) Monitors students' understanding of content through a variety of means, provides feedback to students to assist learning, and adjusts learning activities as the situation demands							
(C5) Uses instructional time effectively							
(C6) Incorporates and implements technology usage in the classroom							

Specific Comments:

DOMAIN D Teacher Professionalism	E	G	S	NI	U	NO	Notation
(D1) Reflects on the extent to which the learning goals were met							
(D2) Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students							
(D3) Communicates with parents or guardians about student learning							
(D4) Maintains and submits accurate records and reports in a timely manner							
(D5) Dresses in a professional manner							
(D6) Grows and develops professionally							
(D7) Is punctual to school, class, and scheduled duty(s)							
(D8) Exercises appropriate judgment when making decisions							
(D9) Demonstrates enthusiasm and sincere interest toward teaching							

Specific Comments:

I. Evaluator's Comments:

II. Specific Recommendations for Improvement:

III. Means to Obtain Assistance in Making Improvements:

IV. Teacher Comments (Optional):

Evaluator's assessment of renewal status 20____ - 20____ (January 21 Evaluation)

_____Renewal at risk _____First year of employment

Recommendation for the school year 20____ - 20____ (April 1 Evaluation)

_____Renewal _____Conditional _____Non-Renewal

Principal's Signature

Date

Member's Signature

Date

(Member's signature on this form does not necessarily indicate agreement, but simply that he/she has read the report and has had the opportunity to review it with the principal).

SUBMIT IN TRIPLICATE
White Copy - Member
Green Copy - Principal
Blue Copy - CAO

APPENDIX K

RIVERSIDE LOCAL BOARD OF EDUCATION

APPLICATION FOR ABSENCE

Following an absence, it shall be the responsibility of the employee to report the absence and certify as to the cause of absence on the following form:

EMPLOYEE'S NAME _____ BUILDING _____

SUBSTITUTE'S NAME _____ DATE(S) SUBSTITUTE WORKED _____

SUBSTITUTE'S ADDRESS _____

1. **SICK LEAVE (AS PROVIDED BY LAW)**

- A _____ Personal Illness If medical attention is required,
state:
- B _____ Personal Injury
- C _____ Exposure to contagious disease Physician _____
- D _____ Illness, injury, or death
in immediate family* Address _____

* Immediate family: Spouse, child, parents, parents-in-law, brothers, sisters, brother/sister-in-law, grandparents, or any relative living in the household of the employee.

I hereby request _____ day(s) of sick leave beginning _____ (AM) (PM) _____, 20____, and ending _____ (AM) (PM) _____, 20____.

2. **PERSONAL LEAVE**

- A _____ Pre-approved Personal Leave - Date(s) _____
- B _____ Emergency Leave - Date(s) _____
- C _____ Unrestricted Leave - Date(s) _____

3. _____ **PROFESSIONAL IN-SERVICE LEAVE** - Date(s) _____

4. _____ **ASSOCIATION LEAVE** - Date(s) _____

5. _____ **OTHER** - Date(s) _____ (Include jury duty, military duty, or any leave not covered in items 1, 2, 3, or 4)

Signature of Building Principal/Supervisor

Signature of Employee

Date Submitted _____ Approved _____ Disapproved _____

By Superintendent or Treasurer _____ Date _____

FALSIFICATION OF A STATEMENT IS GROUNDS FOR SUSPENSION OR TERMINATION OF EMPLOYMENT UNDER SECTIONS 3319.08.1 AND 3319.16 OF THE REVISED CODE.

APPENDIX L
CERTIFIED
RIVERSIDE LOCAL SCHOOLS
REQUEST FOR PERSONAL LEAVE

DATE _____

NAME _____

SCHOOL _____

Personal leave requested for _____ No. of days _____
(date or dates)

Total number of days previously approved this year _____

Three (3) days of personal leave shall be available to each member during his/her contract year provided an application on the Board's form (Appendix L) for such leave is received in the Superintendent's office at least five (5) days in advance thereof and provided further that no more than three (3) of the members must be granted personal leave from any one building on any one day, emergencies excepted. Two (2) days shall be unrestricted and a third day shall be unrestricted if the member has accumulated at least two hundred and fifty (250) sick days by September 1st of each year. Application for restricted day(s) shall provide one or more of the following reasons:

1. To transact personal business that cannot be transacted outside school hours. (May not be used for recreation, to extend holiday or vacation, or to seek other employment.)
2. Death of a relative, close friend, or associate (when absence for the bereavement is not covered by sick leave policies).
3. Graduation or similar event within the immediate family.
4. Emergency beyond the member's control.
5. Unrestricted personal leave

B. It shall be sufficient compliance if the application identifies by the appropriate letter one or more of these reasons. For days before or after holidays and/or vacation, specificity of reasons may be required. The Superintendent may grant additional days at his/her discretion.

C. The filing of a false statement shall be considered a serious breach of ethics and shall be grounds for severe disciplinary action in such form and manner as the Board may deem advisable.

Signature of Employee _____ Date _____

Preliminary Approval of
Principal or Supervisor _____ Date _____

(Approved)

(Not Approved) _____ Date _____

(Superintendent)

APPENDIX M

RIVERSIDE LOCAL BOARD OF EDUCATION

SUBSTITUTE FORM

SCHOOL _____ DATE _____

This is to certify that _____ (teacher)

substituted for _____ (teacher)

on _____ period(s) _____.

The reason for the teacher's absence: _____

Principal

_____ period(s) x * _____ = _____

SEND TO CLERK'S OFFICE THE DAY FOLLOWING THE ABSENCE.

***RATE TO BE DETERMINED BY B.A. BASE AMOUNT**

APPENDIX N

RIVERSIDE LOCAL BOARD OF EDUCATION

SUPPLEMENTAL CONTRACT POSITION

POSITION(S)

NAME

Check only one method of payment:

- _____ (1) Lump sum not later than the first pay period following the completion of the contract assignment or the school year. It will be subject to Federal Income Tax, State Income Tax, and STRS.
- _____ (2) Salary paid in twenty-four (24) equal installments combined with regular earnings.

The option to choose must be made by July 1, or at the time of accepting the position, whichever is later. Change of method of payment cannot be made during the supplemental contract.

Signature _____ Date _____

Treasurer _____ Date _____

APPENDIX O

PAYROLL DEDUCTION FOR K.I.D.S. COMMITTEE

It is my understanding that _____ will be deducted from each pay and forwarded to the Levy Committee once a month consistent with the negotiated agreement. I wish this deduction to begin _____ and continue until I indicate in writing that I want it ended.

Name

Social Security Number

Signed forms should be returned to RLEA Treasurer

APPENDIX P-1

RIVERSIDE LOCAL BOARD OF EDUCATION

REQUEST FOR FAMILY OR MEDICAL LEAVE

Employee's Name _____ Employee's Title or Position _____

Employee's Work Schedule: Days of Week _____ Shift Hours _____

Employee's Supervisor _____

Indicate below the reason you are requesting a Family or Medical (FMLA) Leave:
(Please check whichever one is appropriate)

To care for the employee's child after birth.

To care for the employee's child after placement for adoption.

To care for the employee's child after placement for foster care.

To care for the employee's spouse, son, or daughter, or parent, who has a "serious health condition." (Note: You will be required to complete Department of Labor Form WH-380, "Certification of Physician or Practitioner" before your request will be processed).

Because the employee has a "serious health condition" making him or her unable to perform his or her job. (Note: You will be required to complete the Department of Labor Form WH-380, "Certification of Physician or Practitioner" before your request will be processed).

Dates of Requested FMLA Leave: _____, 20____, to _____, 20____, or if an intermittent or reduced leave is requested, please describe: _____

Indicate below whether you wish to use any accrued paid time off work for any portion of your FMLA leave.

(Note: The employer has the right to substitute any of your accrued paid leave for part or all of your FMLA leave, but it will advise you if it chooses to do so.)

Check one of the following and complete, if applicable:

Yes, I do wish to use the following accrued paid time off for my FMLA leave:

____ days of Vacation Leave ____ days of Sick Leave ____ days of Personal Leave

No, I do not wish to use any accrued paid time off during my medical leave and I understand that this leave may be unpaid.

I certify that the foregoing information is true to the best of my own personal knowledge. I understand that the Company will process this request promptly, but I also understand that the Company may need additional information from me before it can complete its review of my request. I agree to cooperate fully and honestly with the Company in any such requests for additional information.

Date _____ Employee's Signature _____

APPENDIX P-2

RIVERSIDE LOCAL BOARD OF EDUCATION

CERTIFICATION OF PHYSICIAN OR PRACTITIONER (APPENDIX B TO PART 825)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

**CERTIFICATION OF PHYSICIAN OR PRACTITIONER
(Family and Medical Leave Act of 1993)**

1. Employee's Name:
2. Patient's Name (if other than employee):
3. Diagnosis
4. Date condition commenced:
5. Probable duration of condition:
6. Regimen of treatment to be prescribed (indicate number of visits, general nature and duration of treatment, including referral to other provider of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week):
 - a. By Physician or Practitioner:
 - b. By another provider of health services, if referred by Physician or Practitioner:

IF THIS CERTIFICATION RELATES TO CARE FOR THE EMPLOYEE'S SERIOUSLY-ILL FAMILY MEMBER, SKIP ITEMS 7, 8, AND 9 AND PROCEED TO ITEMS 10 THROUGH 14 ON REVERSE SIDE. OTHERWISE, CONTINUE BELOW.

Check Yes or No in the boxes below, as appropriate.

- | | Yes | No | |
|-----|--------------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | Is inpatient hospitalization of the employee required? |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | Is employee able to perform work of any kind? (If "No," skip Item 9.) |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | Is employee able to perform the functions of employee's position? (Answer after reviewing statement from employer of essential functions of employee's position, or, if none provided, after discussing with employee.) |
| 15. | | | Signature of Physician or Practitioner: |
| 16. | | | Date: |
| 17. | | | Type of Practice (Field of Specialization, if any): |

APPENDIX P-3

RIVERSIDE LOCAL BOARD OF EDUCATION

NOTIFICATION OF STATUS OF REQUEST FOR FAMILY OR MEDICAL LEAVE

To: _____
Employee's Name

Your _____, 20__, Request for a Family or Medical Leave of Absence has been received.

____ Your request for a Family or Medical Leave has been **approved** for the period of time from _____, 20__, to _____, 20__.

You requested that, _____ of this leave will be paid and charged against your accrued paid time off work. We have determined that _____ of this leave will be paid and charged against your accrued paid time off work.

____ Your request for a Family or Medical Leave has been **denied** because you:

- ____ did not provide sufficient advance notice.
- ____ are not eligible because you have not yet been employed with the Company for at least 12 months.
- ____ are not eligible because you have not worked for the Company for at least 1,250 hours during the last 12 months.
- ____ do not work at a location where at least 50 employees are employed by the Company within 75 miles.

____ We are unable to process your FMLA leave request at this time because:

- ____ We need additional information from you concerning your leave request. The information needed is described in the attached letter.
- ____ You have not yet completed and submitted Department of Labor Form WH-380, "Certification of Physician or Practitioner." Please complete the attached form and submit it as soon as possible.
- ____ Although you have completed and submitted Department of Labor Form WH-380, "Certification of Physician or Practitioner." the Company desires to have you examined by another physician in order to obtain another professional opinion. An appointment has been made for you to be examined by a doctor, whose name and address appear on the attached letter, on the date indicated in that letter. Depending upon the results of that examination, your leave request will either be granted or denied, or you may be referred to another physician.

Also, please note: If your leave request has been approved, you will continue to receive medical insurance and to accrue seniority. However, you will only receive paid leave if you have accrued some paid time off work, and either you or the Company has decided that all or part of your leave shall be paid.

Please keep us apprised of your status during your leave. If your leave request has been approved for your own personal medical reasons, the Company may require you from time to time to obtain reports from your physician that you are still unable to work, or able to return to work with or without any restrictions.

Upon your return from this approved leave, you will be restored to the same position or an equivalent position with equivalent pay and benefits.

Date: _____ Company representative: _____

APPENDIX R

RIVERSIDE LOCAL BOARD OF EDUCATION

ELECTION TO USE AN ALTERNATE METHOD OF WITHHOLDING

I, _____, am an employee of the Riverside Local School District (the Employer). I understand that my Employer uses a method of withholding federal income taxes that is based on the amount of wages that are paid to me during each payroll period. I have supplemental pay or other extraordinary items of compensation that may be paid in a single payroll period, although it is earned over more than one payroll period. Under my Employer's method of withholding income taxes, this may cause my federal income tax withholding to be more than is necessary.

I understand that under IRS regulations and revenue procedures, my Employer may permit me to elect to use an alternative method of withholding that is designed to alleviate my problem of over withholding of income taxes; and that under the alternative withholding method, my income tax withholding will be computed as if I received my supplemental pay or other extraordinary compensation ratably over all the preceding payroll periods in the year.

I hereby elect to have my Employer use the alternative method of withholding for my wages. I acknowledge that I am solely responsible for the timely payment of my federal income taxes; and that if I do not have federal income taxes withheld in an amount which exceeds my federal income tax liability for the calendar year, I may have to pay an additional amount to the Internal Revenue Service and can be subject to certain tax penalties and interest charges for underpayment of taxes.

I also agree that my election of this alternative method of income tax withholding will remain in effect for my wages until I advise my Employer in writing that I wish to revoke it. Revocation cannot occur earlier than the end of the current calendar year.

Employee Signature _____

Print Name _____

Social Security Number _____

Date _____

APPENDIX S

RIVERSIDE LOCAL BOARD OF EDUCATION

REVOCATION OF ELECTION TO USE ALTERNATE METHOD OF WITHHOLDING

I, _____, am an employee of the Riverside Local School District (the Employer). I previously authorized my Employer to use an alternative method of withholding federal income taxes. I hereby elect to revoke my prior election of alternative withholding.

I acknowledge that my revocation will result in my Employer withholding federal income taxes for each payroll period based solely on the amount of wages that I am paid in such payroll period; that my revocation of the alternative method of withholding will be prospective only; and that I am solely responsible for the timely payment of my federal income taxes.

Employee Signature _____

Print Name _____

Social Security Number _____

Date _____

APPENDIX T

CHECKLIST FOR NEW TEACHERS

Riverside Local Schools

- ___ 1. RLEA Salary/Hourly rate
- ___ 2. Pay periods - 12 months, 15th and 30th
- ___ 3. Insurance
- ___ 4. Rebate
- ___ 5. Conferences
- ___ 6. Open houses
- ___ 7. Workdays
- ___ 8. Personal leave
- ___ 9. Sick leave
- ___ 10. Paid Days/Unpaid Days (calendar)
- ___ 11. Guidelines and responsibilities for teaching art and music
- ___ 12. School days Holidays
- ___ 13. Lunch period
- ___ 14. Travel time
- ___ 15. Membership

Bargaining Unit Member Date

Board Treasurer Date

APPENDIX U-1

**Riverside Local Schools
Head Coach Evaluation Form**

Coach: _____ Conference Date: _____ Assignment: _____

KEY: Excellent (E), Good (G), Satisfactory (S), Needs Improvement (NI), Unsatisfactory (U), Not Observed (NO)

If NI or U is indicated, specific comments are required in Notation and Sections II and III.

PROFESSIONAL RELATIONSHIPS	E	G	S	NI	U	NO	Notation
Cooperates with the Athletic Director in regard to submitting requested and other pertinent information							
Understands and follows rules and regulations set forth by all governing agencies: OSHAA, Board of Education, league							
Acts as a positive role model by providing an appropriate example in appearance, manners, behavior, language, and interest							
Encourages academic progress of student-athletes at all times and supports them in sports related activities (ex: Parent's night, banquets, Award nights, pep assemblies, and letters to colleges regarding players							
Develops sound public relations. Cooperates with newspapers, radio, TV, Booster Club, parents, and interested spectators							
Develops positive rapport with athletic staff, teachers, and administrators							
Attends professional development meetings and other activities to improve coaching performance and meetings necessary for the welfare of the Athletic Department							
Maintains appropriate conduct at all times towards players, officials, and other personnel							

Specific Comments:

COACHING PERFORMANCE	E	G	S	NI	U	NO	Notation
Establishes the fundamental philosophy, skills, and techniques to be taught by the staff							
Is well versed and knowledgeable in matters pertaining to the sport. Applies new concepts and proven methods where appropriate							
Develops a well organized practice schedule which utilizes his/her staff and team							
Is prompt in meeting the team for practices and games							
Provides proper supervision of locker room, bus trips, and other related areas							
Knows the medical aspects of the position including first aid, injury policies, working with team doctor and/or family physician							
Provides written training rules to team members and consistently maintains appropriate discipline for team members							
Recognizes team performance consistent with quality of athletes available							

Specific Comments:

RELATED COACHING RESPONSIBILITIES	E	G	S	NI	U	NO	Notation
Takes appropriate care of equipment, including issue, collection, inventory, and storage							
Is cooperative in sharing facilities							
Is cooperative in the preparation of non-league schedules							
Keeps the Athletic Director informed about unusual events							

Specific Comments:

APPENDIX U-2

**Riverside Local Schools
Assistant Coach Evaluation Form
Evaluation by Athletic Director and Head Coach**

Coach: _____ Conference Date: _____ Assignment: _____

KEY: Excellent (E), Good (G), Satisfactory (S), Needs Improvement (NI), Unsatisfactory (U), Not Observed (NO)

If NI or U is indicated, specific comments are required in Notation and Sections II and III.

PROFESSIONAL RELATIONSHIPS	E	G	S	NI	U	NO	Notation
Attends all meetings and practices scheduled by the head coach and/or Athletic Director							
Understands and follows rules and regulations set forth by all governing agencies: OSHAA, Board of Education, league							
Acts as a positive role model by providing an appropriate example in appearance, manners, behavior, language, and interest							
Assumes the responsibility of the head coach in his/her absence							
Develops sound public relations. Cooperates with newspapers, radio, TV, Booster Club, parents, and interested spectators							
Develops positive rapport with athletic staff, teachers, and administrators							
Attends professional development meetings and other activities to improve coaching performance and meetings necessary for the welfare of the Athletic Department							
Maintains appropriate conduct at all times towards players, officials, and other personnel							

Specific Comments:

COACHING PERFORMANCE	E	G	S	NI	U	NO	Notation
Is well versed and knowledgeable in matters pertaining to the sport							
Demonstrates the ability to teach skills, techniques, and competitive concepts							
Works within guidelines established by the head coach both in season and off season							
Takes an active role in off season programs as developed by the head coach							
Provides proper supervision of locker room, bus trips, and other related areas							
Takes an active part in the functioning of the athletic program and accepts duties assigned by the head coach							
Develops a positive rapport with the players							
Recognizes team performance consistent with quality of athletes available							

Specific Comments:

RELATED COACHING RESPONSIBILITIES	E	G	S	NI	U	NO	Notation
Maintains a loyalty to head coach and Riverside Local Schools							
Takes appropriate care of equipment							

Specific Comments:

GLOSSARY OR DEFINITION OF TERMS

The following words, as used throughout this document, shall have the meaning as listed below unless the context plainly requires otherwise:

Administration: Shall mean the Superintendent, Assistant Superintendent, Administrative Assistants, Treasurer, Director of Special Services, and building principals.

Association: Riverside Local Education Association.

Bargain Collectively: As defined in Ohio Revised code 4117.01 as of 4-1-84.

Bargaining Unit Member: A member of the bargaining unit, whether or not the member's assignment is as a classroom instructor.

Board: The Board of Education of the Riverside Local School District.

Contract/Negotiated Agreement: The complete terms and conditions negotiated and agreed to by the Board and the Association.

Days: Except where otherwise designated, shall be actual days members are at work throughout the school year. Days during the summer except where otherwise designated, shall be weekdays excluding holidays.

District: The Riverside Local School District.

Fair Share Fee: As defined in Ohio Revised Code 4117.09 as of 4-1-84.

Grievance: Any claim by a member, members, or Association that there has been a violation, misinterpretation, or misapplication of the terms of this Contract.

Grievant: The party initiating a claim as defined in Article XVI Section A.

Graduate Hours: Graduate-level coursework completed and calculated as semester hours for placement on the teacher's salary schedule.

LPDC: The district-level professional development committee established by this Negotiated Agreement.

Parties: The Board and the Association.

Principal: The principal of the school to which a teacher is assigned.

Seniority: The total years of continuous service with the Riverside Local Schools. Unpaid leave or layoffs due to RIF do not count toward continuous service, though such leaves shall not otherwise break the continuous service time before and after such leaves. Seniority shall be in all areas in which a member holds a valid teaching

certificate. A person holding a continuing contract shall be deemed to have seniority over a person on a limited contract.

STRS: The State Teachers' Retirement System.

Superintendent: The Superintendent of Schools of the Riverside Local School District.

Treasurer: The Treasurer of the Riverside Local School District.



**Lake County Schools Council
SuperMed Plus
Plan 1**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$2,000 / \$4,000	\$4,000 / \$8,000
Physician/Office Services		
Office Visit (Illness/Injury)	80% after deductible	60% after deductible
Urgent Care Office Visit	80% after deductible	60% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	80% after deductible	60% after deductible
Routine Services		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50%
Outpatient Services		
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	80% after deductible	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	80% after deductible	60% after deductible

Benefits	Network	Non-Network
Speech Therapy – Facility and Professional (20 visits per benefit period)	80% after deductible	60% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible
Emergency use of an Emergency Room ²	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room ³	\$75 copay, then 80%	60% after deductible
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	60% after deductible
Organ Transplants	80% after deductible	60% after deductible
Additional Services		
Allergy Testing and Treatments	80% after deductible	60% after deductible
Ambulance	80% after deductible	60% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible
Hospice	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	80% after deductible	60% after deductible
Outpatient Mental Health and Substance Abuse Services (30 visits per benefit period)	80% after deductible	60% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



Your Personal Prescription Benefit Program

BENEFITS	RETAIL PHARMACY	MAIL SERVICE PHARMACY
	For immediate medicine needs or short-term medicine	For maintenance or long-term medicine(s)
You will pay:	\$10 copay - Generic Script \$30 copay - Preferred Brand \$50 copay - Non-Preferred Brand	\$20 copay - Generic Script \$60 copay - Preferred Brand \$100 copay - Non-Preferred Brand
Days Supply Limit:	30 day supply	90 day supply

Have More Questions?

Three Easy Ways To Contact Caremark

1. www.caremark.com

Caremark.com is a hassle free, round-the-clock way to order refill prescriptions, check order status and get important medicine information. Please see the inside front cover for more details.

2. 1-800-776-1355

Call toll-free for the Caremark fully automated refill phone service.

3. Caremark Customer Care

Call **1-800-776-1355** to speak to a Caremark Customer Care representative, 24 hours a day, seven (7) days a week. You may also email Customer Care 24 hours a day, seven (7) days a week at **customerservice@caremark.com**.

When you call or log in, be ready to provide:

- Plan participant's ID number provided by your plan
- Plan participant's date of birth
- Your VISA®, Discover®, MasterCard® or American Express® number with expiration date, if your plan requires a payment

Need Another Prescription ID Card? Additional ID cards can be obtained by calling Caremark Customer Care at **1-800-776-1355**.



**Lake County
Schools Council
SuperMed Plus
Plan 2**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$250 / \$500	\$500 / \$1,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000	\$2,000 / \$4,000
Physician/Office Services		
Office Visit (Illness/Injury)	90% after deductible	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	90% after deductible	70% after deductible
Routine Services		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50%
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible

Benefits	Network	Non-Network
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ²	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ³	\$50 copay, then 90%	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (30 visits per benefit period)	90% after deductible	70% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



Lake County Schools
Council
SuperMed Plus
Plan 3



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$100 / \$200	\$200 / \$400
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500 / \$1,000	\$1,000 / \$2,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	90% after deductible	70% after deductible
Routine Services		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50%
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible

Benefits	Network	Non-Network
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ³	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ⁴	\$50 copay, then 90%	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (30 visits per benefit period)	90% after deductible	70% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

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Your Personal Prescription Benefit Program

Adopted Model for Standard Plan Designs - Plan 3

BENEFITS	RETAIL PHARMACY	MAIL SERVICE PHARMACY
	For immediate medicine needs or short-term medicine	For maintenance or long-term medicine(s)
You will pay:	\$5 copay - Generic Script \$20 copay - Preferred Brand \$30 copay - Non-Preferred Brand	\$10 copay - Generic Script \$40 copay - Preferred Brand \$60 copay - Non-Preferred Brand
Days Supply Limit:	30 day supply	90 day supply

Have More Questions?

Three Easy Ways To Contact Caremark

1. www.caremark.com

Caremark.com is a hassle free, round-the-clock way to order refill prescriptions, check order status and get important medicine information. Please see the inside front cover for more details.

2. 1-800-776-1355

Call toll-free for the Caremark fully automated refill phone service.

3. Caremark Customer Care

Call **1-800-776-1355** to speak to a Caremark Customer Care representative, 24 hours a day, seven (7) days a week. You may also email Customer Care 24 hours a day, seven (7) days a week at customerservice@caremark.com.

When you call or log in, be ready to provide:

- Plan participant's ID number provided by your plan
- Plan participant's date of birth
- Your VISA®, Discover®, MasterCard® or American Express® number with expiration date, if your plan requires a payment

Need Another Prescription ID Card? Additional ID cards can be obtained by calling Caremark Customer Care at **1-800-776-1355**.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
RIVERSIDE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
RIVERSIDE LOCAL EDUCATION ASSOCIATION**

This Memorandum of Understanding (Memorandum) is entered into and effective this ____ day of February, 2015, by and between the Riverside Local School District Board of Education (District) and the Riverside Local Education Association (RLEA);

WHEREAS, the RLEA and Board are parties to the 2014-2016 collective bargaining agreement ("Agreement"); and

WHEREAS, the RLEA and Board wish to memorialize their mutual understanding regarding Article VIII of the Agreement.

NOW, THEREFORE, the RLEA and Board agree as follows:

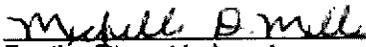
1. Inasmuch as the introductory paragraph of Article VIII provides that Paragraphs A. through G. and I. and J. no longer apply to members of the RLEA bargaining unit required to be evaluated under the Ohio Teacher Evaluation System (namely Am. Sub. HB 153 (eff. September 29, 2011); Sub. SB 316 (eff. September 24, 2012); Am. Sub. HB 555 (eff. March 22, 2013); R.C. 3319.11, 3319.111 *et seq.*) (collectively "OTES"), Paragraphs A. through G. and I. and J. of Article VIII shall be removed from the Agreement provided however: a) Paragraphs A. through G. and I. and J. shall be returned to the Agreement or a successor collective bargaining agreement between the parties in the event that OTES is abolished by Ohio law; and (b) Paragraphs A. through G. and I. and J. of Article VIII shall apply to members of the RLEA bargaining unit who are not subject to OTES. A copy of Article VIII is attached hereto and incorporated herein.
2. Paragraph H. of Article VIII shall remain in full force and effect unless modified as a result of future collective bargaining negotiations between the parties.
3. To the extent that revision(s) to the Board's teacher evaluation policy under OTES are necessary during the term of the Agreement, the evaluation committee as described and authorized in Paragraphs L. through R. of the Article VIII shall be utilized. See attached Article VIII.

This Memorandum shall not be relied upon by the parties for any reason except for the enforcement of this Memorandum. This Memorandum has no expiration date.

WHEREFORE, the undersigned have executed this Memorandum of Understanding as of the date set forth with full authority to bind the parties hereto.



For the Riverside Local School District
Board of Education
Date 3/18/15



For the Riverside Local
Education Association
Date 3-18-15

ARTICLE VIII

TEACHER APPRAISAL

This Article shall remain in full force and effect from the effective date of this Agreement through the conclusion of the 2012-13 school year. After the conclusion of the 2012-13 school year, the evaluation system contained in this Article shall no longer apply.

The Board and Administration shall determine the Teacher Appraisal Policy in accordance with, but not limited to, the following terms:

- A. The Association recognizes the responsibility of the administration to make periodic observations and evaluations of the performance of the teachers.
- B. All observations and evaluations shall be written on Board forms.
- C. **DEFINITION OF TERMS** – For the purposes of this provision, observation shall mean an administrator's report on a specified form based upon actual classroom monitoring of a teacher in a classroom situation and related duties essential in total teacher performance. For the purposes of this provision, evaluation shall mean an administrator's report on the specified form. This report is on the teacher's performance based upon classroom observation and reasonably assigned duties.
- D. **OBSERVATION** – Teachers whose limited contracts are expiring and who have been in the district less than three (3) years shall be observed at least three (3) times prior to January 1 and at least two (2) times between the mid-year evaluation and the final evaluation; all other limited contract teachers shall be observed at least two (2) times prior to their evaluation; teachers holding continuing contracts shall be observed once prior to their evaluation. Each observation shall be no less than thirty (30) minutes. All observations shall be conducted openly with the full knowledge of the teacher. (This shall not prevent an administrator from using information obtained outside of an observation in the evaluation provided the teacher has been promptly notified of said information.) The teacher shall receive a copy of all written observation reports (Appendix I) within ten (10) days following the observation. Only information relating to what happened during the observation, as herein defined, shall be included in the observation. A teacher shall be given recommendations on the observation form if the classroom observation indicates that improvement is needed. The teacher receiving the observation has the opportunity to write a rebuttal to the observation on the form received from the administrator, or to attach a rebuttal to the form and each of its copies. No new or additional observations shall be made by the administration until the previous written observation report has been received by the staff member.

- E. **EVALUATIONS** – Formal written evaluations will be made each school year by the administration (Appendix J). Three (3) copies of each evaluation are to be made. The teacher is to sign all copies to indicate that he/she has examined them. One copy is kept in the principal's files; the second copy is sent to the office of the Superintendent; and the third copy is retained by the teacher. The teacher being evaluated has the opportunity to write a rebuttal to any item in the evaluation or to the complete evaluation. Said rebuttal shall be written on or attached to all copies of the evaluation.

Said evaluations shall be completed, conferences held, and forms filed no later than January 21 and again by April 1 for teachers whose limited contracts are expiring and who have been in the district less than three (3) years; by April 1 for other teachers whose limited contracts are expiring; and by May 31 for all other teachers in years when they are scheduled for evaluation. Teachers with more than three (3) years service need not be evaluated except in years when their contract will expire. Teachers with continuing contracts need not be evaluated more than once every third year. However, if the administration has concerns about the performance of an experienced teacher, that teacher may be evaluated in any school year, provided that the teacher receives prior notice of the performance concerns. Any teacher scheduled to be evaluated shall be notified in writing by his/her building principal prior to November 1 unless unusual circumstances occur after November 1 which necessitate an evaluation.

Unless waived by the teacher, evaluations shall not take place at less than a twenty-five (25) day interval. Upon the teacher's request, each teacher's evaluation will be discussed with him/her in a teacher-principal conference. A teacher shall be made aware of deficiencies noted in the evaluation. Deficiencies shall be defined as Needs Improvement (NI) or Unsatisfactory (U) on the appraisal report form (Appendix J). Any appraisal report which includes deficiencies shall also include the specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher has been recommended to obtain assistance in making such improvement for continued employment in the district. For purposes of determining the number of evaluations, a teacher transferred to another building shall not be considered a new teacher.

- F. **PURPOSE** – The primary purpose of observations and evaluations is to appraise and help the teacher.
- G. This Article specifically supersedes the relevant portions of O.R.C. 3319.11 and 3319.111, and all other portions thereof not specifically superseded remain in full force and effect.
- H. Any teacher receiving written notice of the intention of the Board not to reemploy him or her may, within ten (10) days of the date on which he or she received the notice, file with the treasurer a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher. Any teacher receiving a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher

may, within five (5) days of the date on which he or she received the statement, file with the treasurer a written demand for a hearing before the Board of Education. Teachers shall have rights of appeal regarding this article to Common Pleas Court, according to the provisions of the Ohio Revised Code 3319.11.

- I. A teacher receiving a contract recommendation that is considered a conditional (extended limited contract with cause) must be observed at least five (5) times and evaluated at least twice during any school year in which the contract recommendation is made. Evaluations of a teacher must have a direct relationship to the teacher's observation report.
- J. A teacher is ineligible for continuing contract status (unless already attained elsewhere) until he/she has taught in this District for at least three (3) full school years. Teacher must submit a statement of eligibility for continuing contract in writing to the Superintendent no later than September 30 of his/her fourth year. A teacher seeking continuing contract status must be observed at least three (3) times prior to January 1 and at least two (2) times between the mid-year evaluation and the final evaluation.
- K. A teacher on continuing contract will maintain his/her rights under Ohio Revised Code Section 3319.16.
- L. Not later than July 1, 2012, a New Evaluation Committee ("NEC") shall be formed consisting of the Superintendent or designee, who shall be chair of the Committee, five (5) administrators appointed by the Superintendent, the Association President and five (5) bargaining unit members appointed by the Association President. The purpose of this twelve (12) member Committee shall be to draft an evaluation policy that complies with the Ohio Teacher Evaluation System model and framework for the evaluation of teachers to be adopted by the Board of Education not later than July 1, 2013.
- M. Compensation of NEC Members: Members of the NEC shall be granted release time from their regular duties to attend meetings of the NEC and to perform such other work as may be required by the NEC. In the event that NEC members shall perform work for the NEC outside of the regular workday or professional development activities, said members shall receive the teacher substitution rate under Section F. of Article 13.
- N. Responsibilities of the NEC: To make a recommendation to the Superintendent by May 1, 2013, regarding the design of the new evaluation system consistent with the Ohio Teacher Evaluation System framework and model and applicable law.
- O. All staff shall be trained in the evaluation processes, procedures and tools.
- P. All evaluators shall be trained and licensed as evaluators by the State of Ohio, and shall not be members of the bargaining unit.

- Q. If the NEC fails to reach consensus after good-faith efforts, the Superintendent, RLEA President and their respective representatives shall engage the services of a mediator to resolve the matter. Any costs of mediation shall be paid equally by the parties.**
- R. If mediation is unsuccessful or is not completed after good-faith efforts, the Superintendent shall have final decision-making authority.**