STATE EMPLOYMENT
2015 NOV 27 PM 3:

NEGOTIATED AGREEMENT

between the

RIVERDALE EDUCATION ASSOCIATION

14-MED-04-0681
1037-01
K31545
*originally filed
11-26-14, but w/no wages.

and the

RIVERDALE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Effective July 1, 2014 through June 30, 2017

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ARTICLE 1 – RECOGNITION/DEFINITIONS

A. Recognition

The Riverdale Local School District Board of Education recognizes the Riverdale Education Association, OEA/NEA as the sole and exclusive bargaining representative of all regular full-time and part-time certified personnel excluding all administrators, supervisors, substitutes, confidential employees and all non-certified personnel of the Riverdale Local School District.

B. Definitions

1. Board – The Riverdale Local School District Board of Education, its Administration and other authorized to act on its behalf.

2. Association – The Riverdale Education Association, its officers or others authorized to act on its behalf.

3. Teacher – A member of the Association's bargaining unit.

4. Days – Calendar days unless otherwise defined.

5. Whenever a party is required to "notify" the other party, or to provide "notification" under this Agreement, written notification shall be required.

ARTICLE II – NEGOTIATIONS PROCEDURE

A. Subjects of Negotiation

Representatives of the Board and the Association will negotiate in good faith on all matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

B. Requests for Negotiation

1. If either of the parties desires to negotiate, it shall notify the other party in writing no sooner than one hundred twenty (120) days and not later than sixty (60) days before expiration of this Agreement. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association.

2. Within two (2) weeks after receipt of the request for negotiations (unless the Parties mutually agree to a later date), an initial meeting will be held at which both parties will submit in writing their proposals, and thereafter additional items

shall not be submitted by either party unless the other party consents thereto.

3. Proposals and subsequent counterproposals shall be written in such detail as to specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto.

C. Negotiation Meetings

1. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party shall require at each meeting a decision on the date, time and place of a subsequent meeting.

2. Meetings shall not be scheduled during school hours and shall be at reasonable intervals, places and times and to avoid, as nearly as is practical, conflict and interference with school and employment schedules unless otherwise agreed to by both parties.

3. Negotiation meetings shall be closed to the press and the public.

4. Upon the request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable time to caucus with time of resumption mutually agreed to as a condition of recess.

5. Where unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him to be late, it shall be the duty of that team to notify the other as promptly as possible and both sides shall thereupon agree to the time for the next negotiating session.

D. Representation

Representation at negotiation meetings shall be limited to five (5) representatives of the Board and five (5) representatives of the Association. All negotiations shall be conducted exclusively between said teams.

E. Assistance and Study Committees

1. Either party may call upon professional and lay person (consultants) to consider and make suggestions concerning matters under discussion. The expense of such consultants shall be borne by the party requesting same. Such consultants may be questioned during negotiating sessions by either party.

2. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties within the time limit specified by the parties when they set up the committee.

F. Information

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under negotiation and not privileged by law.

G. News Releases

Periodic progress reports may be issued during negotiations to the public, provided any such news release shall have the prior approval of both parties.

H. Agreement

1. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party.

2. Once the agreement has been ratified by the Association, it shall be submitted to the Board for approval at its next regular or special Board meeting. (This is providing that the next regular Board meeting is not less than five (5) days from the date the Board receives the Agreement.)

3. When approved by both the Association and the Board of Education, the items agreed to shall constitute a revision of the negotiated contract.

4. Four copies of the revised contract shall be signed on behalf of the Board and the Association with one copy to be retained by the Board and one copy to be sent to SERB and two (2) copies to be retained by the Association.

I. Impasse Procedure

In the event the parties are unable to reach agreement on all issues submitted for negotiations within forty-five (45) days of the expiration of the contract, a state of impasse shall be deemed to exist and all unresolved issues shall be submitted to mediation.

Within ten (10) days of the declaration of impasse or by a mutually agreed upon date, the parties will request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to affect a mutually acceptable agreement.

J. Conflict with Law or Regulations

Consistent with Ohio Revised Code 4117.10, the terms of this Agreement supersede any conflicting provisions of state law. If any provision of this Agreement is otherwise contrary to law, only such provision shall be null and void. However, the remainder of

the Agreement shall remain in full force and effect. The parties shall meet within thirty (30) days of demand by either party to renegotiate the affected provision to make the contract whole.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definitions

1. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this negotiated contract.

2. The term "grievant" shall include all members of the bargaining unit or the Riverdale Education Association.

3. "Days" shall mean actual working school days; however, in the summer "days" shall mean Monday through Friday with the exception of holidays.

B. Rights of the Grievant and the Association

1. A grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Riverdale Education Association.

2. The Association shall receive notice of each meeting held to resolve the grievance and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the grievant.

3. The fact that an employee files a grievance shall not be used in the transfer, assignment or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Riverdale Education Association, or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.

4. If a grievance appears to arise from the actions of an authority higher than the principal of a school and affects a group or class of teachers, or is concerned with a system-wide policy, it may be submitted at Step II described below.

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

C. Time Limits

1. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties involved.

2. If an employee does not file a grievance in writing within fifteen (15) days after the act or conditions on which the grievance is based, then the grievance shall be considered waived.

3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

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

5. All written grievances, appeals of grievances, dispositions of grievances, or notices of hearings shall be delivered by one of the following means:

   a. Mailed by registered mail with return receipt requested with the date of mailing or postmark and the date of receipt recorded thereon, or

   b. Hand delivered with the signature of the individual receiving same and the date received recorded thereon.

6. In the event a grievance is filed after May 15 of any school year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

7. All other grievances submitted after May 15 of a school year shall be processed at a time mutually agreeable to the parties involved, but no later than the beginning of the next school term.

D. Grievance Procedures

1. Informal Procedures

If the grievant believes there is a basis for a grievance, he must first discuss the matter with his principal or immediate supervisor in an effort to resolve the problem informally.

Grievances may be adjusted informally provided the adjustment is not inconsistent with the provisions of this negotiated contract.

2. Formal Procedures

STEP I

If the grievance is not resolved within five (5) days of such informal meeting, the grievant may present his formal claim by submitting a completed Grievance Report Form, Step I. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provisions of policies and/or rules allegedly violated, and the relief sought shall be submitted by the grievant to the Association building representative and to the immediate supervisor. Within three (3) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and/or his Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance within three (3) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the grievant. The Association and the Superintendent shall both be notified in writing as to such disposition of the grievance.

STEP II

If the grievant is not satisfied with the disposition of the grievance in Step I, or if no disposition has been made within the above time limits, the grievant and/or the Association shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within five (5) school days of receipt, the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within three (3) school days of this meeting, the Superintendent shall indicate in writing his disposition of the grievance by completing his portion of Step II and forwarding it to the grievant. The Association and the immediate supervisor shall be notified in writing of said disposition.

If the Grievance Report Form is not forwarded by either the grievant or the Association to the Superintendent within five (5) school days after receipt of the disposition in Step I, the grievance shall be considered waived and further action barred.

STEP III

a. If the grievance is not satisfactorily resolved in the manner provided for in Step II, the Association may request arbitration by giving the Superintendent written notice of its desire to arbitrate, which must be received by the Superintendent or his/her designee with five (5) days of the Step II answer, in which event, the grievance shall be arbitrated according to the following procedure: Within ten (10) days following the notice to arbitrate, the parties shall request in writing the American

Arbitration Association or Arbitration and Mediation Service to furnish the parties with a list of arbitrators. The parties shall select the arbitrator by the voluntary rules of the American Arbitration Association, except that if no arbitrator is selected on the first list submitted, the American Arbitration Association will submit additional lists to the parties until an arbitrator is mutually selected. The parties will not be limited in their decision to strike arbitrator(s) from any panel to "cause only". The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Association and the Board to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award.

b. The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

c. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

d. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant and the Board shall be final and binding upon the grievant, the Association and the Board.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related costs of the American Arbitration Association services, shall be

equally shared by the parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided, however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

ARTICLE IV – ASSOCIATION RIGHTS

A. Board Policy Book

Prior to Board adoption of any new policies or revision of current policies, all proposed policies will be presented to the REA Executive Committee for study and recommendations. These recommendations must be returned by the next Board meeting provided, however, that the REA has a minimum of ten (10) school days in which to study the proposed policies.

B. Speak at Board Meeting

The Association President or his/her designee has the opportunity to speak at each Board meeting.

C. Board Minutes/Agendas

1. A copy of the agenda for the regular Board of Education meetings shall be posted in each building prior to the meeting. If available, agendas for special Board meetings shall also be posted prior to the meeting. When teacher contracts are to be reviewed, the local Superintendent shall state this on the board agenda. A copy of the unofficial minutes shall be posted in each building following the board meeting.

2. The REA president shall be emailed board meeting agendas by the end of the school day on the Wednesday prior to the Monday Board meeting (any changes or updates will be given to the REA President as soon as possible) and copies of the minutes of each meeting shall be available on-line.

D. Building Councils

Building Councils may be formed at each building consisting of the two (2) Association Representatives and the building principal. The purpose of the council will be to provide a vehicle for communication between the teachers from within the building and the administrative staff of the building. The Building Council may meet with the building principal once a month at the request of either the principal or the Association Representative to discuss matters of concern.

E. Labor Management Meetings

The Superintendent may meet at any time with the Association president or his/her designee and/or Building Representative or their designee at the request of either party to discuss matters of concern to either or both groups.

F. Financial Documents

The Board shall provide to the Association President the following financial documents as soon as they are available:

1. All SM-2s in any fiscal year.
2. Yearly SM-1
3. June Treasurer's Report, including:
   a. fund balances
   b. revenue receipts
   c. expenses (appropriation summary)
4. Final Appropriations Resolution
5. Every Amended Certificate/License
6. Annual training and experience grid

G. Labor Management Committee

1. An informal committee shall be established as an aid to communications between the REA and representatives of the Board. The membership of the committee shall be the Superintendent or designee and a maximum of four persons appointed at the discretion of the Superintendent or designee, plus the President and four REA members. One REA member will be the OEA Labor Relations Consultant.

2. The committee will be trained by FMCS.

3. At the first meeting, the committee will decide how many times the committee will meet.

4. The purpose of this committee shall be to assist in the process of open communication between both parties. The procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The open discussion held by the committee shall not be construed as negotiations or as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the collective bargaining agreement.

ARTICLE V – CONTRACTS

A. Definitions:

1. A limited contract is a contract that the Board enters into with a teacher who is not eligible for continuing service status.

2. An extended limited contract means a limited contract that a Board of Education enters into with a teacher who is eligible for continuing service status.

3. A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or until it is terminated or suspended, and shall be granted only to teachers holding professional, permanent, or five-year certificates/licenses who meet the requirements of Ohio law.

B. Part-time teachers

All part-time teachers shall be issued only one-year limited contracts.

C. Extended Limited Contracts

Upon recommendation of the Superintendent, the Board may issue a one-year extended limited contract one time to a teacher who is eligible for a continuing contract if all of the following three (3) stipulations are met:

1. The Superintendent or designee notifies the teacher prior to May 1 of his/her intent to recommend an extended limited contract with professional improvement goals attached to the same;

2. The Board, by simple majority vote, approves an extended limited contract;

3. The Board sends notice of its action by personal delivery or certified mail to the teacher's address on file with the Treasurer on or before June 1.

4. teachers who receive an extended limited contract shall be evaluated in accordance with the evaluation procedures in Article VII, Section B.

This provision supersedes the requirements of ORC 3319.11.

D. Non-renewal of Limited Contracts

1. The Superintendent shall provide notice to any teacher who he/she intends to recommend for non-renewal on or before May 1 and of the date when the Board intends to act on the Superintendent's recommendations.

2. Any teacher receiving notice of the Superintendent's intent to recommend non-renewal may request to be heard by the Board prior to any action on his/her contract for the purpose of discussing the Superintendent's reasons.

3. The Board may act upon the Superintendent's written recommendation not to re-employ and written notice will be provided to the teacher of its intent not to re-employ by personal delivery or certified mail dated on or before June 1.

4. Within five (5) days of receipt of the notice, the teacher may file a written request with the Treasurer requesting a written statement describing the circumstances that led to the Board's intention not to re-employ.

5. Within five (5) days of a written request from the teacher, the Treasurer, on behalf of the Board, shall deliver by personal delivery or certified mail dated within the five (5) day period, a written statement from the Board.

6. Within five (5) days of receipt of the Board's statement, the teacher may file a written request with the Treasurer for a hearing to be held in executive session with the Board at the next regularly scheduled meeting, but in no event later than July 15.

7. The Board shall issue to the teacher a written decision affirming or vacating the intention of the Board not to re-employ the teacher. Such decision shall be personally delivered or mailed by certified mail no later than ten (10) days following the hearing.

8. If the teacher desires to grieve the procedural requirements of this article, or the article addressing evaluations, he/she must do so no later than June 30. The grievance shall be considered filed at Step III, Binding Arbitration. The substantive reasons for the non-renewal cannot be grieved. The arbitrator shall only have authority to reinstate the teacher for a one year limited contract if it is found procedural errors occurred.

9. This article supersedes the requirements of ORC 3319.11 and 3319.111.

10. After three years under regular limited contract in the District, no bargaining unit member shall be non-renewed for an arbitrary, capricious or whimsical reason(s). A non-renewal of a regular limited contract in the first, second or third year of a teacher's employment is subject to grievance arbitration with respect to compliance with the evaluation procedures and the procedures set forth in this article. A teacher who is non-renewed after the fourth year of regular limited contract employment may demand grievance arbitration whether the Board non-renewed for an arbitrary, capricious or whimsical reason and/or whether there was compliance with evaluation procedures and the procedures set forth in this article.

11. Grievance arbitration under this Article shall be in lieu of appeal to court under Section 3319.111 (G)(7) of the Ohio Revised Code.

E. Supplemental Contracts

1. teachers who are employed and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties shall be employed on "supplemental contracts". These contracts shall be separate from and in addition to the regular teaching contract. A supplemental contract shall automatically expire at the end of its term with further action or notice by the Board. The supplemental contract shall include:

   a. Year contract will be in force,

   b. Specific assignment (i.e., Freshman Football, H.S. Marching Band, etc.),

   c. The level, step and percentage by which compensation will be paid,

   d. Signature of the employee and date of signing.

2. Teachers shall be compensated for supplemental duties for which they are employed in accordance with the supplemental salary schedule attached hereto as Appendix B.

3. Seasonal sports/activities – supplemental positions may be determined at the completion of the season by posting the opening for ten (10) days.

4. On March 15 of each school year, the administration shall post the year round supplemental positions for the next school year for ten (10) days. The Superintendent shall give first consideration in filling supplemental position(s) for the next year to the person(s) who held the position during the preceding year and to those you have indicated an interest in the position on the appropriate form. The Superintendent shall make a recommendation to the Board, which shall employ the person it considers the best choice for the position.

5. Acceptance of supplemental contracts is totally voluntary on the part of bargaining unit members.

6. Except in exceptional circumstances (such as but not limited to projections of a financial deficit for the following year or Board consideration of elimination of the sport/activity), after automatic expiration or termination of a supplemental contract, if the Board determines to fill the position for the subsequent school year, such position must be posted for ten (10) days.

7. The most qualified applicant, as determined by the Board, shall receive the position. If two equally qualified applicants, as determined by the Board, are

members of the bargaining unit, the most senior applicant for that position will receive the position.

ARTICLE VI – WORK DAY/WORK YEAR

A. School Day

The school day for elementary teachers shall consist of seven hours and twenty-five minutes.

The school day for junior high and high school teachers shall consist of seven hours and forty minutes.

The school day as defined above is inclusive of at least thirty (30) minutes, as set by the Superintendent, 20 minutes before and/10 minutes after the student day, and of a duty-free, uninterrupted lunch period of thirty minutes duration.

Junior high and high school teachers shall also be entitled to a daily planning or conference period, which is the equivalent of a regular teaching period. Elementary teachers shall view the time differential between the high school/junior high school student day and the elementary student day as a preparation period. The schedule of classes for the elementary school will include a daily planning period of not less than thirty (30) minutes.

B. Internal Communications

The scheduling or rescheduling of school events, the school day, or the school calendar shall be made known to the teaching staff by the administrator directly responsible as soon as possible and, if possible, prior to the announcement of same to students.

C. Parent-teacher Conferences

Conferences will be from 5:00 p.m. to 8:00 p.m. on the first day. Students and teachers will be dismissed two hours early. The second day of conferences will be from 9:00 a.m. to 8:00 p.m. with no students in attendance. teachers may take two 30-minute breaks during this period. These conferences will be held Monday and Tuesday of Thanksgiving week.

If parents of students K-4 do not attend parent-teacher conferences, the teacher will attempt to schedule make-up conferences with each student's parents. Every effort will be made to have a personal conference with the parents of each student.

D. Released Time for Professional Development

On the first day of the second and fourth grading periods, teachers shall be granted two (2) hours of released time for professional development purposes. Special education teachers who have fewer than thirteen (13) students will be granted up to one (1) day of release time for preparation of IEPs. Special education teachers who have thirteen (13) or more students will be granted up to two (2) days of release time for preparation of IEPs.

E. Teaming

For the purpose of teaming, once each nine weeks, school will be released two (2) hours early or delayed two (2) hours to allow conferencing/grade level/departmental meetings for teachers. The Building Leadership Team will determine the direction of the meetings.

F. School Calendar

1. The work year for employees represented by the REA (exclusive of any extended service) shall consist of one hundred eighty-three (183) days.

2. In addition to one hundred eighty (180) instructional days, the work year shall consist of the following:

   a. Opening day in-service and/or work day (the first week of school will not exceed three student attendance days, and there will be one day between the opening day for teachers and the first student day).

   b. A two-hour early release at the end of the first semester for record keeping. (If a calamity day occurs on an exam day prior to this early release day, the early release day will be moved back to accommodate exams.)

   c. A records day at the end of the school year.

   d. An in-service day will be scheduled during the school year by the Superintendent, with the program to be determined by the Superintendent and the LPDC.

   e. With the principal's prior approval, a member of the bargaining unit may request up to sixteen (16) hours of work time, at a rate of $15 per hour, to prepare his/her classroom and/or materials for the upcoming school year.

3. The annual school calendar shall include the dates on which grade cards will be issued

4. If the Association wishes to provide input into consideration of the next school year's calendar, it must give the Superintendent its input, including any proposed calendar(s) by December 1.

5. Make-up days will not be changed after the calendar has been adopted. If five (5) calamity days have been exhausted prior to the first day of the second or fourth grading periods, early release will be forfeited if there is a two-hour delay, to insure a full day of school.

ARTICLE VII – WORK CONDITIONS

A. Class Size

Every effort will be made to keep class sizes as small as possible. Administrators will attempt to balance class sizes as equally as possible.

Whenever possible for grades K-2, the class size shall not exceed twenty (20) students.

Whenever possible for grade3 through 12, the class size shall not exceed twenty-five (25) students.

When the number of students in any class(es) exceeds the above-stated class goals, the affected teacher may request a meeting of the district-wide class size committee. This committee shall consist of the building principals and five (5) teachers appointed by the Association. The committee will appoint a chairperson and shall recommend corrective measures to the Superintendent. If the Superintendent does not act within fifteen (15) days, the committee chairperson shall present the recommendation to the Board. The Board may take any action it deems appropriate.

B. Teacher Evaluation

Teacher evaluations will be handled in accordance with the Proposed Administrative Guidelines for Teacher Evaluation. (See Appendix D.) Teachers shall be evaluated pursuant to the process and requirements set forth in R.C. 3319.11.

C. Teaching Assignment

Prior to the end of the school year, each teacher shall be notified of his/her anticipated teaching assignment (building, grade-level, subject) for the next school year by the local Superintendent. Should a subsequent change of assignment be deemed necessary by the local Superintendent, a conference will be held between the local Superintendent or designee, and the teacher(s) affected. All reasons for the change of assignment(s) shall be reviewed. The disposition of the case shall be in writing from the Superintendent to all parties involved.

D. Vacancies

1. All teaching and extra-curricular vacancies shall be posted on a bulletin board in each building during the school year and will be emailed in the *District News* during the summer. Employees shall have five (5) school days from the date of the posting or notification to express interest in the vacancy to the local Superintendent.

2. During June and July, written notification of vacancies or newly created positions will be sent to all bargaining members, requesting notification. No position shall be filled until five (5) days after notices are sent.

3. From August 1 – 15, notification of vacancies or newly created positions will be sent via email to all bargaining unit members who provide the District with their current email addresses on the District's email notification form. No position shall be filled until three (3) days after notices are sent.

4. A vacancy shall be defined as an open position arising as a result of retirement, resignation, non-renewal, termination, or creation of a new position.

5. Persons requesting notification will complete a request for reassignment form (Appendix E) and submit to Superintendent prior to the end of the current school year. All teachers notified will be interviewed if they request an interview in writing on Appendix E.

6. When a position becomes available due to the transfer of a teacher, the Superintendent will consider teachers who have completed a teacher Request for Reassignment Form, Appendix E.

E. Involuntary Transfer

In cases of involuntary transfer, the Superintendent will meet to discuss the transfer with the affected teacher prior to initialing the transfer. If the Superintendent determines to make the transfer, the teacher will be given notice.

F. Personnel Files

1. The personnel file shall be kept in the administrative offices of the District. A teacher shall have the right, upon request, to review his/her personnel file and may copy any document contained in the file. A teacher may have anyone present when he/she reviews the file and may designate a representative to review his/her file.

2. Teachers shall have the right to submit written commentary to any material placed in the personnel file and such written comments shall be attached to the item in the file. No anonymous materials shall be placed in a teacher's personnel file.

3. Teachers shall be informed of any complaint by a parent, student or any other person which is directed toward them if such will become a matter of record.

4. A copy of derogatory material will be given to the teacher before it is placed in his/her file. Written material will be removed from the file if an arbitrator, as a result of the grievance procedure, rules that its content is false or has no basis in fact.

5. Derogatory material (such as, but not limited to disciplinary action, complaints excluding evaluations) shall be removed from a certificated/licensed employee's personnel file after five (5) years upon request of the certificated/licensed employee, so long as there has been no occurrence of a similar nature during that time period.

6. Any time derogatory material is added to a teacher's personnel file, the teacher will be informed, in writing, from the individual placing the material in the file.

G. Family Athletic Pass

The Board will provide a family athletic pass to each teacher who elects to receive one. Each teacher will volunteer to assist at three (3) of the athletic events; i.e., taking tickets, serving as line judge, assisting with track, etc. If a teacher fails to volunteer, the teacher forfeits the family athletic pass for the next year.

H. Classroom Supplies

Subject to appropriation by the Board, each year by May 1, teachers will be given a classroom budget to use for classroom supplies, with guidelines on how the money will be used. The requisition form will be submitted to the Principal for approval. The Treasurer and Superintendent will approve the order, if it falls within the guidelines.

ARTICLE VIII – REDUCTION IN STAFF

The Board shall comply with R.C. 3319.17 when it determines that it will reduce the number of teachers it employs. "Comparable" shall be defined as any teacher who is accomplished/skilled, developing, or ineffective.

ARTICLE IX – LEAVES OF ABSENCE

A. Sick Leave

Each full time employee shall be entitled to fifteen days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth days per month.

1. Unused sick leave shall be accumulated up to 215 days.

2. Employees may use sick leave upon approval of the responsible administrative officer as follows: personal illness, pregnancy, injury, or for absence due to illness, injury, or death in the employee's immediate family.

   a. For purpose of illness or injury, immediate family shall be defined as parents, grandparents, spouse, spouse's parents and grandparents, children, brothers, sisters, grandchildren, or any member of the family unit living in the same household.

   b. For purpose of death, immediate family shall be defined as parents, grandparents, spouse, spouse's parents and grandparents, children, grandchildren, siblings, son-in-law, daughter-in-law or any other person who stands in place of a parent. Sick leave shall be limited to three (3) days per occurrence. Additional days may be granted upon request to the principal and approved by the Superintendent.

   c. One day of sick leave per occurrence may be used to attend the funeral of an aunt, uncle, nephew, niece, brother-in-law or sister-in-law. Additional days may be granted upon request to the principal and approved by the superintendent.

   d. The Superintendent may require the submission of a doctor's note if a teacher has used 12 or more sick days in a school year.

3. New employees with no accumulated sick leave shall be advanced five (5) workdays of sick leave, effective immediately; however, this will not be in addition to their yearly entitlement.

4. Each employee shall be notified on the regular paycheck stub of the amount of sick leave which has accumulated to his or her credit.

5. The previously accumulated sick leave of a teacher who has been separated from employment with the Board shall be placed to his credit upon his re-employment

with the Board, provided that such re-employment takes place within ten years of the date of the last termination from employment with the Board. A teacher who transfers from one public agency to the Board shall be credited with the unused balance of his accumulated sick leave up to the maximum of 200 days.

6. Deductions will be taken from the teacher's salary for days of illness due to foregoing causes in excess of the number of days of sick leave accumulation. The rate shall be determined by dividing the number of days on duty into yearly salary, thus establishing a per diem rate.

7. Sick Leave Bank

   a. Teachers may contribute one (1) day of their individual sick leave accrual each year to the sick leave bank. The maximum number of days in the sick leave bank may not exceed seventy-five (75).

   b. When an employee has exhausted all of his/her accumulated sick leave due to catastrophic illness or injury of the employee or his/her immediate family, then the employee may request and be granted up to twenty-five (25) days of sick leave from the sick leave bank. Catastrophic illness shall be defined as disease, injury or illness which is life threatening or requires hospitalization as determined by the employee's physician. Examples of qualifying conditions are heart, cancer, stroke or AIDS. Examples of non-qualifying conditions are normal pregnancies and elective surgeries.

   c. An employee seeking a donation from the sick leave bank will file a written application to the Sick Leave Bank Committee, along with a physician's written statement supporting the use of such sick leave.

   d. The Sick Leave Bank Committee, made up of the Superintendent and the Association President, or their designees, will consider the request. Both must agree for sick leave bank days to be awarded.

   e. Sick Leave Bank donations will not be made to employees who have applied for and been granted disability retirement.

   f. Employees receiving donated sick leave will not earn additional sick leave while receiving the donated leave days.

B. Personal Leave

The Board of Education shall grant all employees three (3) personal days with pay per year on the following basis:

1. Request must be submitted to and approved by the principal at least three days in advance, except in the case of emergency.

2. No more that 10% of a building's teaching staff may be given personal leave at any one time.

3. No personal days will be given before or after teacher holidays or vacation periods without prior Board approval. Requests for personal days must be turned in Wednesday prior to the Board meeting before the holiday or vacation period involved.

4. Personal days may be used during the last fifteen (15) teacher days of the school year only in cases of emergency of if approved by the Board.

5. Personal leave may be taken in half or full day units.

6. Teachers shall be compensated for personal days not taken in the following manner. This shall be paid in a lump sum in the second pay in June.

   One day not taken – 30% of one day's pay at the teacher's daily rate

   Two days not taken – 65% of one day's pay at the teacher's daily rate

   Three days not taken – 100% of one day's pay at the teacher's daily rate.

   In lieu of payment, teachers may elect to roll-over unused personal day(s) but cannot have more than five (5) personal days per year. Teachers must notify the Treasurer by May 1 if they wish to roll-over day(s).

C. Assault Leave

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to employees absent due to a physical disability resulting from assault under the following conditions:

1. Assault shall be defined as an unlawful action resulting in bodily injury to an employee related to school activities, on or off school premises, before, during, or after school hours.

2. The employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses, if known.

3. The employee shall also furnish a written signed statement from a physician as to the nature of the disability, its possible duration, and the need to be absent from school. The Board of Education reserves the right to have the employee examined by the Board's appointed physician.

4. Upon receiving the statements referred to in Paragraphs 2 and 3 above, the Superintendent shall review the statements and conduct any further investigation deemed advisable prior to determining if assault leave should be granted to an employee.

5. Assault leave shall not be charged against sick leave earned or earnable by the employee.

6. Any employee who must be absent from his/her duties due to a physical disability resulting from an assault while engaged in school activities, on or off school premises, before, during, or after school hours, will be paid his/her full scheduled compensation for the period of absence, for up to a total of thirty (30) days. The Board may extend assault leave beyond the thirty (30) days.

D. Professional Leave

1. A teacher may be granted two (2) professional days per year with administrative approval and in excess of two (2) days with Board approval. Professional days requested shall be for the purpose of enhancing the teacher's skills and/or knowledge in his/her teaching area(s). Up to two (2) professional days each school year shall ordinarily be granted to a teacher unless the Board determines to restrict the granting of days for financial reasons.

2. When an employee has been directed to attend a professional meeting by the Superintendent and/or building principal, or when professional leave is taken because of any approved extra-curricular responsibility, the day(s) in question shall not be deducted from the two (2) days referred to above.

3. If possible, requests for professional days shall be submitted at least thirty (30) days prior to the requested leave to the building principal who will forward same to the Superintendent. If the teacher does not have notice of the professional opportunity before such 30-day period, the teacher will submit the request to the principal as soon as possible and in no event later than three (3) days before the requested day of leave. The Professional Leave Request form shall be used for submitting these requests and shall include an estimate of costs for mileage, registration fees, lodging, and meals.

4. Unless the teacher receives notice to the contrary, the Superintendent's or Board's approval of a professional leave request shall be construed to mean that the following expenses will be paid by the Board unless there is a substantial difference between the original estimate and the receipts:

   a. Substitute teacher
   b. Mileage, at current rate approved by the Board
   c. Registration fees

d. Lodging and meals (receipts required).

A detailed accounting of all expenses, accompanied by receipts, shall be submitted within two (2) weeks after return to duty in order to receive reimbursement. Other necessary transportation during the professional leave may be reimbursed, at the discretion of the Superintendent.

5. In addition to the above provision, one day of paid leave shall be available each school year for use by one REA representative to attend the OEA Representative Assembly or one day for an alternate to that Assembly. All expenses for such leave except for the cost of a substitute shall be borne by the individual teacher and/or the REA.

E. Study Leave

1. A teacher who has completed five (5) years of service for the Board may apply for an unpaid leave of absence in accordance with this Article for purposes of professional improvement. Teachers requesting such leave must submit with their applications a detailed plan for professional growth, including the proposed course of study and its value to the applicant, pupils of the teacher, and the District generally. The application and plan must be submitted by February 1 for leave beginning with the next school year. The Board may grant the request and will notify the teacher of its action by March 30, or as soon thereafter as possible.

2. The Board may not approve Study Leave for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be considered on a first-come basis. Applications may be approved for one school year.

3. A teacher on Study Leave may continue to participate in group insurance by paying the total insurance premiums to the Treasurer on a timely basis.

4. The Board shall not grant a Study Leave to the same teacher more often than once in five years of service to the District.

5. Any teacher on Study Leave must notify the Superintendent by April 1 of the teacher's intent to return or not return to the District for the following year. Failure to notify the Superintendent shall be considered a voluntary resignation of employment with the District.

6. Upon return from Study Leave, a teacher shall resume the contract status held prior to such leave and will be returned to a position for which they are certificated/licensed. Teachers using this leave shall not lose seniority held prior to the leave nor shall they gain additional seniority for the time on leave.

F. Parental Leave

1. Pregnancy Disability Leave

Teachers may use accumulated sick leave and extended illness leave as set forth in this section for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery therefrom. Length of such disability leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the teacher and the teacher's doctor. The Board may request a statement from the physician certifying disability.

2. Maternity Leave

The District may grant, upon request, an unpaid leave of absence to a pregnant teacher prior to the beginning of the disability period of her pregnancy. The teacher may utilize the provisions of the pregnancy disability leave section of this Section when the provisions of that Section apply to her.

3. Child Care Leave

A leave of absence without pay may be granted to a teacher for the purpose of raising his/her natural or adopted child. Such leave shall be for no more than twelve (12) months duration. The teacher must notify the Superintendent in writing by April 1 of the teacher's intent to return or not return to the district for the following year. Failure to notify the Superintendent in writing shall be considered a voluntary resignation of employment with the district.

G. Jury Duty Leave

1. Members of the bargaining unit, upon notification to the Superintendent, shall be eligible for leave for the number of days or partial days needed to serve for jury duty or as a subpoenaed witness to a jury or court.

2. A teacher shall be excused for service on a jury without loss of pay or benefits so long as the teacher promptly submits to the Treasurer proof of jury service and the remuneration, excluding mileage and any other cash disbursements, received for such service.

3. A teacher shall be excused without loss of pay in order to serve as a witness in an Ohio Court of Law under the following conditions:

   a. The teacher is served with a valid subpoena to appear.
   b. The matter upon which the teacher is testifying is school related.
   c. The matter is not related to an employment issue or other matter in which

a member of the bargaining unit or the Association is a plaintiff and the Board is a defendant in this case.

ARTICLE X - INSURANCE BENEFITS

A. Hospitalization/Major Medical

1. During the term of this Agreement, the Board agrees to pay 85% of the total premium cost of any non-High Deductible Health plan (family/single) offered by the Board.* For employees who elect by January 1, coverage under the HDHP offered by the Hardin County Health Consortium, the Board agrees to pay 90% of the total premium cost and the Board will contribute $2,000 per year into the employee's HSA account for family plan coverage and $1,000 per year into the employee's account for single coverage. Half of these contributions will be made in January and half in July. The Board will follow the Spousal Coverage Agreement of the Hardin County Schools Employee's Health and Welfare Benefit Plan.

   * (All employees hired after the 2011-2012 school year shall pay 20% of the total premium cost of any non-High Deductible Health Plan (family/single) offered by the Board.)

2. Any eligible teacher who waives, in writing, participation in the medical insurance plan described in (A)(1), will receive a stipend of $1,000 for each twelve month period the teacher remains off the plan. The stipend will be pro-rated if the teacher enrolls on the plan before the twelve month period has been completed.

B. Term Life Insurance

The Board shall provide $40,000 term life insurance policy for each certified employee.

C. Dental Insurance

During the term of this Agreement, the Board agrees to pay 85 percent of the cost of dental coverage. In order to be eligible for such benefit plan, teacher must pay 15 percent of the cost of such coverage.

D. Liability Insurance - If legislation is enacted which restores sovereign immunity to Ohio school districts, the Riverdale Local Board of Education shall cease purchasing liability insurance on behalf of employees in the bargaining unit represented by the Riverdale Education Association.

E. Vision Insurance - The Board shall pay 85% of the cost for vision insurance for family or single coverage.

F. 125 Account - The Board, within a reasonable time, shall implement a Section 125 plan to a tax shelter employee contributions to the cost of group insurance by the Board.

G. Insurance Committee - The parties will form an insurance committee comprised of representatives of various classifications employed by the Board. The Board and REA will appoint an equal number of members to the committee. The committee will meet regularly during the term of the Agreement for the purpose of reviewing available insurance options to maintain acceptable benefit levels at a reasonable cost to employees and the Board.

ARTICLE XI - SALARIES AND REIMBURSEMENT

A. Salary Schedule and Index

Effective July 1, 2014, the base salary shall be $30,054.20 based upon the index in Appendix A and effective July 1, 2015, the base salary shall be $30,505.01, and effective July 1, 2016, the base salary shall be $31,115.11. Teachers who missed a step during the 2011-2012 school year will move one extra step effective July 1, 2014. No back pay is owed.

B. Supplemental Salaries and Extended Service

All supplemental salaries, excluding athletic director, may be paid in two (2) increments. (Athletic directors may be paid bi-weekly.) In order to receive the first half pay, a statement of services must be filled out showing that the employee has completed at least half of the duties. In order to receive final pay, the organizational duties must be completed, and the Athletic Director and/or Principal must approve issuance of check. All supplemental checks will be paid in a separate check. All reimbursements to staff will be paid in a timely manner.

C. Pay Periods (26 pays)

A teacher's annual salary shall be paid in twenty-six (26) equal installments. Paychecks shall be issued every other Friday with the initial pay date to be established as the first Friday of the school year on which it would be legally possible to issue same.

D. Payroll Deductions for Association Dues

Payroll deductions shall be made for all employees who authorize same for purposes of diverting a portion of their salaries to professional dues for the REA, OEA, NWOEA and NEA. The dues shall be deducted from twenty (20) paychecks, beginning with the first payday in October.

E. Payroll Deductions for Hancock Federal Credit Union

Payroll deductions shall be made by the Board for all employees who authorize same for purposes of diverting a portion of their salaries to the Hancock Federal Credit Union.

Changes in the amount to be deducted may be authorized by an employee at any time. Revised payroll deductions will be effective no later than the second paycheck of the month provided all necessary forms are filled out and turned in to the Treasurer by the first of the month.

F. Other Deductions

Payroll deductions shall also be made for those who authorize such for the Scholarship Fund, The Fund for Children in Public Education, United Way, Savings Bonds, disability insurance, annuities, and any court ordered deduction.

G. Pay for Substituting for Another Teacher

1. Teacher Assignment as a Substitute

When no substitute is available, a teacher may be assigned during his/her preparation time to substitute for an absent teacher, unless the teacher has pre-planned work necessary to his/her class or classes on the specific day and the building administrator concurs with the teacher's need for the work period.

If no teacher is available for coverage of an absent teacher's class(es), it becomes the responsibility of the building administrator to see that the class(es) is/are covered.

The following reasons are deemed acceptable as absences requiring a substitute:

a. Sick leave;
b. Personal leave;
c. Professional leave;
d. County in-service;
e. Early release for athletic trips;
f. High school field trips

The following reasons are deemed unacceptable as absences requiring a substitute:

a. Personal time off, as approved by the principal, for a short time during the day -- teacher must find own replacement.
b. Any class which is split with part of the students in a special class and part still in the regular classroom; e.g., elementary band.

2. Compensation for Substituting for Another teacher

When a teacher is used as a substitute and this causes his/her preparation time to fall below 200 minutes per week, the teacher will be paid at the rate of $15.00 per period (a period shall consist of 40 minutes). If used as a substitute for less than a full period, the teacher will be paid a fraction of the $15.00.

Administrators shall make every effort possible to obtain substitutes for absent teachers.

teachers will not be compensated for substituting for another teacher under the following conditions:

a. If the teacher has two preparation period and uses one of them for substituting.

b. If there are two study hall teachers and one is utilized in a classroom in a substituting situation.

It will be the teacher's responsibility to complete his/her work which was missed due to compensated substituting time, on his/her own time.

H. Severance Pay

Persons qualifying for retirement benefits and retiring from the system shall be paid severance pay on the basis of 30% of accumulated sick leave. The maximum number of days of severance pay shall be determined in accordance with the following formula:

Years of Experience in Riverdale Local Schools	Maximum Days of Severance Pay
Less than 5 years	50 days
5 to 10 years	55 days
10 to 15 years	60 days
15 or more years	65 days

Effective July 1, 1994, employees electing to retire at their earliest legal opportunity (that is at any time during or at the end of the teacher's first year of eligibility) to take service retirement will add an additional ten (10) days to their maximum days of severance pay.

Age 60	5 years of experience
Age 55	25 years of experience
Any age	30 years of experience

Pay will be based on the per diem rate of the salary earned the last year of service.

In case of death of a teacher before retirement, 30% of accumulated sick days, up to 215 days, will be paid to the estate of said teacher.

I. Tuition Reimbursement for College Credit

The Board will set aside the sum of $15,000.00 each year of this Agreement for the purpose of reimbursing teachers for graduate or undergraduate courses directly relating to the teacher's profession and his/her Riverdale teaching assignment. Only employees currently employed by the District and on full-pay status are eligible for tuition reimbursement. Following completion of the course with a grade of B or better, the teacher may request reimbursement by submitting an official transcript and proof of payment to the Superintendent for approval. All requests for reimbursement must be submitted to the Superintendent no later than June 30. Requests will be considered as follows:

1. Teachers will be reimbursed at one-half (1/2) of the cost per credit hour, not to exceed the sum of $1,750.00; or

2. If there are not sufficient funds available to reimburse teachers as set forth in Paragraph A, then the $15,000.00 will be prorated across all teachers who submit applications for reimbursement, in direct proportion to the amount of each request.

   All reimbursements to staff will be paid in a timely manner. If all of the funds are not expended, they will be carried over to the next year.

J. Tuition Free Attendance

Children of non-resident teacher and/or stepchildren residing in the teacher's household may attend the Riverdale Schools on a tuition-free basis.

K. STRS Pick-Up

The Board of Education agrees to designate each employee's mandatory contributions to the State teachers Retirement System as "picked up" by the Board through the salary reduction method as contemplated by Internal Revenue Service rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to federal and Ohio income tax s hall be the employee's total gross income reduced by the then-current percentage amount of the employee's STRS contribution which has been designated as "picked up" by the Board. The amount designated as "picked up" by the Board shall be included when computing final average salary, daily rate of pay, severance pay, supplemental salary and extended service pay.

L. Retirement Incentive (This provision shall be deleted June 30, 2017.)

1. "Qualifying Certificated Employee" is a certificated/licensed employee who has attained or will attain at least thirty (30) years of service credit to apply toward pension calculation under the State teachers' Retirement System, or a certificated/licensed employee who is 65 years of age and otherwise eligible to retire under rules of the State teachers' Retirement System.

2. In addition to and separate from severance pay, a "Qualifying Certificated Employee" who retires will be granted a retirement incentive of $1,000 per year of service with the Board, not to exceed $15,000.

3. To receive this incentive, a "Qualifying Certificated Employee" who meets the service requirement for the first time in a given school year, must declare intention to retire by giving written notice to the Superintendent on or before February 1 of that school year, and must retire no earlier than the end of that school year, and no later than the commencement of the next school year.

4. A "Qualifying Certificated Employee" who misses the February 1 deadline of the first year the service requirement is met forfeits his/her right to the incentive.

5. The Board will pay the incentive to "Qualifying Certificated Employees" in one lump sum payment. Such payment shall be made when the amount of the incentive has been recouped, as determined by the Treasurer, but no later than fourteen (14) months following the effective date of the retirement.

6. Each "Qualifying Certificated Employee" applying for the retirement incentive shall demonstrate by appropriate documentary evidence that application is being made within the prescribed time frame described in paragraph C. above. Such evidence may include a certificate or letter to that effect by the retirement system under which the "Qualifying Certificated Employee" retires. It shall be the "Qualifying Certificated Employee's" responsibility to be aware of the qualifying criteria for this incentive program and related notification and retirement deadlines. Lack of knowledge or innocent errors shall not extend such deadlines.

ARTICLE XII – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The purpose of this article is to create a Local Professional Development Committee in accordance with ORC 3319.22 and Ohio Department of Education Regulation 3301-24-08.

A. The Riverdale LPDC shall review and approve individual professional development plan (IPDP) proposals by teachers and administrators. Each educator who desires to fulfill the license renewal is responsible for the design of an IPDP, subject to approval of the Riverdale LPDC. The plan shall be based on the needs of the educator, the students, the school and the district. The Riverdale LPDC shall have no authority to make any decision contrary to any provision of the Negotiated Agreement, Board Policy, or any

law or regulation governing the operation of public school districts. The Riverdale LPDC shall not have any authority to make any decision requiring the expenditure of Board funds without express prior approval of the Board of Education.

1. Riverdale LPDC Membership. The Riverdale LPDC shall be comprised of five (5) members. Three (3) members shall be teachers and two (2) members will be from the administrative team. There will be one teacher member from the high school, one from the middle school and one from the elementary school. Initial appointments shall be made prior to September 1, 2000. When the committee is considering the plan of an administrator, treasurer or other school business official, the number of teacher committee members will be reduced by two (2). The members of the committee who are teachers will determine which two teacher members will temporarily leave the committee. If the administrator who submits a plan is a member of the Riverdale LPDC, he/she will be replaced for the purpose of considering his/her plan only, by an administrator to be named by the Superintendent.

2. Appointment, Terms, Stipend. The three (3) teacher members shall be appointed by the Riverdale Education Association. The administrative team members will be appointed by the Superintendent. Initially, the Riverdale LPDC teacher members will serve overlapping terms of two and/or three years. Thereafter, Riverdale LPDC teacher members will serve three year terms. Initially, one administrative member of the Riverdale LPDC will serve a two year term, the other administrative member will serve a three year term. Subsequent administrative terms will be three years. Compensation for all Riverdale LPDC teacher members will be consistent with the tutor hourly rate as defined in the Negotiated Agreement for Riverdale LPDC meetings outside the school day. Release time to attend meetings during the school day may be used as needed, with the approval of the Superintendent.

3. Operating Procedures. Members of the Riverdale LPDC shall elect a Chairperson from the teacher members at the first meeting of the Riverdale LPDC. Additionally, the Riverdale LPDC will determine its operating procedures and meeting schedule by consensus. Meetings shall be held, when possible, to keep District costs at a minimum. Where consensus is not possible, a vote of a simple majority of the full membership of the Riverdale LPDC will be required. A quorum shall consist of a minimum of two (2) teachers and one (1) administrator. The Board shall be responsible for clerical and record keeping service for the Riverdale LPDC.

4. Appeals. An educator may request a written explanation of the decision of the Riverdale LPDC and may appeal the decision to the Superintendent. The approval or disapproval of an IPDP plan is not subject to the grievance procedure in the Negotiated Agreement.

5. Removal of a Member. A member who is not fulfilling his/her duties on the Riverdale LPDC may be removed for just cause by a four-fifths majority vote of all members of the Riverdale LPDC.

6. The LPDC Process is to be used to enable the teacher to gain professional growth and for certification/license renewal only.

ARTICLE XIII – EMPLOYMENT OF RETIRED TEACHERS

The following provisions will apply to the rehire of teachers who have retired from the Riverdale Local Schools, and expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to 3319.11 and 3319.111, and all other applicable Ohio statutes.

A. Re-Employment. The parties are committed to recruiting and hiring the best qualified teachers to fill vacancies. Rehire of teachers who retire from the Riverdale Local Schools is not automatic. Retired teachers must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process.

B. Break in Service and Seniority. Retirement of a teacher from the Riverdale Local Schools will be considered a break in service, and a teacher who is then rehired will be considered a new hire with no system seniority.

C. Placement on Salary Schedule. This provision expressly supersedes Ohio Revised Code 3317.13. A retired teacher who is rehired will be given all service credit up to five (5) years of service for purposes of placement on the salary schedule.

D. Contract. This paragraph expressly supersedes Ohio Revised Code 3319.08 and 3319.11 and other applicable laws.

1. A retired teacher who is rehired will be employed on a limited contract for a term of one (1) year. Such contract will expire automatically by its own terms at the end of the school year, without the necessity of a resignation from the teacher, or without the necessity of Board action. Such teacher shall not be deemed reemployed when notice of non-renewal is not given. Any further employment of the teacher will be pursuant to Paragraph A of this Section.

2. A retired teacher who is rehired will not be eligible for continuing contract.

E. Severance Pay. If retiring from the Riverdale Local Schools, a teacher must take severance pay at the time of retirement pursuant to Article XI of this Agreement, thereby extinguishing sick leave accumulation. A retired teacher who is rehired will be eligible to convert sick leave to severance pay upon separation from subsequent employment, if such teacher qualifies under Article XI, Paragraph H of this Agreement. A retired

teacher who is rehired is not eligible for the Retirement Incentive pursuant to Article XI, Paragraph L of this Agreement, if such teacher retires a second time.

F. Sick Leave. A retired teacher who is rehired will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions of Article IX of this Agreement. For retired teachers who elect to be covered by the District's health insurance, the Board will pay a single H.S.A. premium per month toward this insurance. The retired teacher must pay the difference in cost.

G. Other Fringe Benefits. Retired teachers who are rehired will receive retirement contributions, insurance, personal leave and all other fringe benefits not specifically addressed in this Article in accordance with this Agreement.

H. Applicability of Other Contract Provisions. Except to the extent specifically addressed in this Article, all provisions of this Agreement apply to retired teachers who are rehired.

ARTICLE XIV – GENERAL PROVISIONS

A. Management Rights

Except as otherwise expressly agreed in this Agreement between the Riverdale Education Association and the Board, the Board retains the following rights and responsibilities for the Board and Superintendent.

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 public employer, 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 employer as a unit of government;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit.

The Board and Superintendent may make decisions in the exercise of the above management rights without prior negotiations or agreement of the Association, but the Association shall be given an opportunity to bargain about the effect(s) of such decisions on wages, hours, terms and conditions of employment of teachers and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

B. Waiver of Negotiations

1. It is agreed that during the negotiations leading to the execution of this agreement, the parties had full opportunity to make demands and proposals with respect to any subject not removed by law from collective bargaining and the parties expressly waive the right to submit any additional item for negotiations during the term of this Agreement, unless it is to bargain the effects and any changes in wages, hours, terms and other conditions of employment as in 4117.08.

2. It shall be possible, however, to amend this contract through mutual agreement of the parties. The party desiring to initiate discussion of an amendment may do so by written request to the other party. The request shall specify the specific subject(s) which the initiating party wishes to discuss. If both parties agree to the discussion of the proposed amendment, a meeting shall be scheduled within thirty (30) days of the request. Any agreement which results from such discussions shall require ratification by both parties. If ratified, the amendment shall be reduced to writing and signed on behalf of the parties.

C. Entire Agreement

This written agreement is the entire agreement of the parties and replaces all previous agreement of the parties.

ARTICLE XV – DURATION/SIGNATURES

Duration

The Agreement shall become effective at 12:01 a.m. July 1, 2014, and continue in full force and effect through 12 midnight June 30, 2017.

Signatures

RIVERDALE EDUCATION ASSOCIATION

RIVERDALE LOCAL BOARD OF EDUCATION

By Beverly S. Huffman
REA President

By John R Livingston
Board President

Negotiator

Eric Hoffman, Superintendent

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

2%

APPENDIX A

School Name: Riverdale Local Schools **IRN#: 047514**

County: Hancock

Base Salary: 30054.20 **School Year: 2014-2015**

0	1.000	30,054.20	1.040	31,256.37	1.110	33,360.16	1.160	34,862.87	1.210	36,365.58
1	1.040	31,256.37	1.085	32,608.81	1.160	34,862.87	1.210	36,365.58	1.260	37,868.29
2	1.080	32,458.54	1.130	33,961.25	1.210	36,365.58	1.260	37,868.29	1.310	39,371.00
3	1.120	33,660.70	1.175	35,313.69	1.260	37,868.29	1.310	39,371.00	1.360	40,873.71
4	1.160	34,862.87	1.220	36,666.12	1.310	39,371.00	1.360	40,873.71	1.410	42,376.42
5	1.200	36,065.04	1.265	38,018.56	1.360	40,873.71	1.410	42,376.42	1.460	43,879.13
6	1.240	37,267.21	1.310	39,371.00	1.410	42,376.42	1.460	43,879.13	1.510	45,381.84
7	1.280	38,469.38	1.355	40,723.44	1.460	43,879.13	1.510	45,381.84	1.560	46,884.55
8	1.320	39,671.54	1.400	42,075.88	1.510	45,381.84	1.560	46,884.55	1.610	48,387.26
9	1.360	40,873.71	1.445	43,428.32	1.560	46,884.55	1.610	48,387.26	1.660	49,889.97
10	1.400	42,075.88	1.490	44,780.76	1.610	48,387.26	1.660	49,889.97	1.720	51,693.22
11	1.440	43,278.05	1.535	46,133.20	1.660	49,889.97	1.720	51,693.22	1.780	53,496.48
12	1.440	43,278.05	1.535	46,133.20	1.660	49,889.97	1.720	51,693.22	1.780	53,496.48
13	1.440	43,278.05	1.535	46,133.20	1.660	49,889.97	1.720	51,693.22	1.780	53,496.48
14	1.440	43,278.05	1.535	46,133.20	1.660	49,889.97	1.720	51,693.22	1.780	53,496.48
15	1.490	44,780.76	1.590	47,786.18	1.720	51,693.22	1.780	53,496.48	1.840	55,299.73
16	1.490	44,780.76	1.590	47,786.18	1.720	51,693.22	1.780	53,496.48	1.840	55,299.73
17	1.540	46,283.47	1.645	49,439.16	1.780	53,496.48	1.840	55,299.73	1.900	57,102.98
18	1.540	46,283.47	1.645	49,439.16	1.780	53,496.48	1.840	55,299.73	1.900	57,102.98
19	1.540	46,283.47	1.645	49,439.16	1.780	53,496.48	1.840	55,299.73	1.900	57,102.98
20	1.590	47,786.18	1.700	51,092.14	1.840	55,299.73	1.900	57,102.98	1.960	58,906.23
21	1.590	47,786.18	1.700	51,092.14	1.840	55,299.73	1.900	57,102.98	1.960	58,906.23
22	1.590	47,786.18	1.700	51,092.14	1.840	55,299.73	1.900	57,102.98	1.960	58,906.23
23	1.590	47,786.18	1.700	51,092.14	1.840	55,299.73	1.900	57,102.98	1.960	58,906.23
24	1.590	47,786.18	1.700	51,092.14	1.840	55,299.73	1.900	57,102.98	1.960	58,906.23
25	1.640	49,288.89	1.755	52,745.12	1.900	57,102.98	1.960	58,906.23	2.020	60,709.48

APPENDIX A 1.5%

School Name: Riverdale Local Schools **IRN#: 047514**

County: Hancock

Base Salary: 30505.01 **School Year: 2015-2016**

0	1.000	30,505.01	1.040	31,725.21	1.110	33,860.56	1.160	35,385.81	1.210	36,911.06
1	1.040	31,725.21	1.085	33,097.94	1.160	35,385.81	1.210	36,911.06	1.260	38,436.31
2	1.080	32,945.41	1.130	34,470.66	1.210	36,911.06	1.260	38,436.31	1.310	39,961.56
3	1.120	34,165.61	1.175	35,843.39	1.260	38,436.31	1.310	39,961.56	1.360	41,486.81
4	1.160	35,385.81	1.220	37,216.11	1.310	39,961.56	1.360	41,486.81	1.410	43,012.06
5	1.200	36,606.01	1.265	38,588.84	1.360	41,486.81	1.410	43,012.06	1.460	44,537.31
6	1.240	37,826.21	1.310	39,961.56	1.410	43,012.06	1.460	44,537.31	1.510	46,062.57
7	1.280	39,046.41	1.355	41,334.29	1.460	44,537.31	1.510	46,062.57	1.560	47,587.82
8	1.320	40,266.61	1.400	42,707.01	1.510	46,062.57	1.560	47,587.82	1.610	49,113.07
9	1.360	41,486.81	1.445	44,079.74	1.560	47,587.82	1.610	49,113.07	1.660	50,638.32
10	1.400	42,707.01	1.490	45,452.46	1.610	49,113.07	1.660	50,638.32	1.720	52,468.62
11	1.440	43,927.21	1.535	46,825.19	1.660	50,638.32	1.720	52,468.62	1.780	54,298.92
12	1.440	43,927.21	1.535	46,825.19	1.660	50,638.32	1.720	52,468.62	1.780	54,298.92
13	1.440	43,927.21	1.535	46,825.19	1.660	50,638.32	1.720	52,468.62	1.780	54,298.92
14	1.440	43,927.21	1.535	46,825.19	1.660	50,638.32	1.720	52,468.62	1.780	54,298.92
15	1.490	45,452.46	1.590	48,502.97	1.720	52,468.62	1.780	54,298.92	1.840	56,129.22
16	1.490	45,452.46	1.590	48,502.97	1.720	52,468.62	1.780	54,298.92	1.840	56,129.22
17	1.540	46,977.72	1.645	50,180.74	1.780	54,298.92	1.840	56,129.22	1.900	57,959.52
18	1.540	46,977.72	1.645	50,180.74	1.780	54,298.92	1.840	56,129.22	1.900	57,959.52
19	1.540	46,977.72	1.645	50,180.74	1.780	54,298.92	1.840	56,129.22	1.900	57,959.52
20	1.590	48,502.97	1.700	51,858.52	1.840	56,129.22	1.900	57,959.52	1.960	59,789.82
21	1.590	48,502.97	1.700	51,858.52	1.840	56,129.22	1.900	57,959.52	1.960	59,789.82
22	1.590	48,502.97	1.700	51,858.52	1.840	56,129.22	1.900	57,959.52	1.960	59,789.82
23	1.590	48,502.97	1.700	51,858.52	1.840	56,129.22	1.900	57,959.52	1.960	59,789.82
24	1.590	48,502.97	1.700	51,858.52	1.840	56,129.22	1.900	57,959.52	1.960	59,789.82
25	1.640	50,028.22	1.755	53,536.29	1.900	57,959.52	1.960	59,789.82	2.020	61,620.12

APPENDIX A 2%

School Name: Riverdale Local Schools **IRN#: 047514**

County: Hancock

Base Salary: 31115.11 **School Year: 2016-2017**

0	1.000	31,115.11	1.040	32,359.71	1.110	34,537.77	1.160	36,093.53	1.210	37,649.28
1	1.040	32,359.71	1.085	33,759.89	1.160	36,093.53	1.210	37,649.28	1.260	39,205.04
2	1.080	33,604.32	1.130	35,160.07	1.210	37,649.28	1.260	39,205.04	1.310	40,760.79
3	1.120	34,848.92	1.175	36,560.25	1.260	39,205.04	1.310	40,760.79	1.360	42,316.55
4	1.160	36,093.53	1.220	37,960.43	1.310	40,760.79	1.360	42,316.55	1.410	43,872.31
5	1.200	37,338.13	1.265	39,360.61	1.360	42,316.55	1.410	43,872.31	1.460	45,428.06
6	1.240	38,582.74	1.310	40,760.79	1.410	43,872.31	1.460	45,428.06	1.510	46,983.82
7	1.280	39,827.34	1.355	42,160.97	1.460	45,428.06	1.510	46,983.82	1.560	48,539.57
8	1.320	41,071.95	1.400	43,561.15	1.510	46,983.82	1.560	48,539.57	1.610	50,095.33
9	1.360	42,316.55	1.445	44,961.33	1.560	48,539.57	1.610	50,095.33	1.660	51,651.08
10	1.400	43,561.15	1.490	46,361.51	1.610	50,095.33	1.660	51,651.08	1.720	53,517.99
11	1.440	44,805.76	1.535	47,761.69	1.660	51,651.08	1.720	53,517.99	1.780	55,384.90
12	1.440	44,805.76	1.535	47,761.69	1.660	51,651.08	1.720	53,517.99	1.780	55,384.90
13	1.440	44,805.76	1.535	47,761.69	1.660	51,651.08	1.720	53,517.99	1.780	55,384.90
14	1.440	44,805.76	1.535	47,761.69	1.660	51,651.08	1.720	53,517.99	1.780	55,384.90
15	1.490	46,361.51	1.590	49,473.02	1.720	53,517.99	1.780	55,384.90	1.840	57,251.80
16	1.490	46,361.51	1.590	49,473.02	1.720	53,517.99	1.780	55,384.90	1.840	57,251.80
17	1.540	47,917.27	1.645	51,184.36	1.780	55,384.90	1.840	57,251.80	1.900	59,118.71
18	1.540	47,917.27	1.645	51,184.36	1.780	55,384.90	1.840	57,251.80	1.900	59,118.71
19	1.540	47,917.27	1.645	51,184.36	1.780	55,384.90	1.840	57,251.80	1.900	59,118.71
20	1.590	49,473.02	1.700	52,895.69	1.840	57,251.80	1.900	59,118.71	1.960	60,985.62
21	1.590	49,473.02	1.700	52,895.69	1.840	57,251.80	1.900	59,118.71	1.960	60,985.62
22	1.590	49,473.02	1.700	52,895.69	1.840	57,251.80	1.900	59,118.71	1.960	60,985.62
23	1.590	49,473.02	1.700	52,895.69	1.840	57,251.80	1.900	59,118.71	1.960	60,985.62
24	1.590	49,473.02	1.700	52,895.69	1.840	57,251.80	1.900	59,118.71	1.960	60,985.62
25	1.640	51,028.78	1.755	54,607.02	1.900	59,118.71	1.960	60,985.62	2.020	62,852.52

APPENDIX B

RIVERDALE LOCAL SCHOOLS
SUPPLEMENTAL SALARY SCHEDULE

To determine the salary for each position listed on the Supplemental Salary Schedule the appropriate percentage figure shall be multiplied by the base salary in effect on the Teachers Salary Schedule.

POSITION	LEVEL	0 - 1 YEARS	2 - 3 YEARS	4 - 6 YEARS	7 OR MORE YEARS
High School Athletic Director	I	0.18	0.19	0.205	0.22
Assistant Athletic Director	III	0.1125	0.125	0.14	0.155
Head Football Coach	II	0.13	0.14	0.155	0.17
Associate Head Football Coach	III	0.1125	0.125	0.14	0.155
Assistant Football Coaches (2)	IV	0.085	0.095	0.11	0.125
Co-Coaches Jr Hi Football (2)	VI	0.06	0.07	0.075	0.08
Head Boys Basketball Coach	II	0.13	0.14	0.155	0.17
Assistant Basketball Coach	IV	0.085	0.095	0.11	0.125
Freshman Basketball Coach	V	0.075	0.085	0.1	0.115
8th Grade Basketball Coach	VI	0.06	0.07	0.075	0.08
7th Grade Basketball Coach	VI	0.06	0.07	0.075	0.08
5th & 6th Grade Basketball Coach	IX	0.025	0.03	0.035	0.04
Head Girls Basketball Coach	II	0.13	0.14	0.155	0.17
Assistant Girls Basketball Coach	IV	0.085	0.095	0.11	0.125
Freshman Girls Basketball Coach	V	0.075	0.085	0.1	0.115
8th Grade Girls Basketball Coach	VI	0.06	0.07	0.075	0.08
7th Grade Girls Basketball Coach	VI	0.06	0.07	0.075	0.08
5th & 6th Grade Girls Basketball Coach	IX	0.025	0.03	0.035	0.04
Head Boys Track Coach	III	0.1125	0.125	0.14	0.155
Head Girls Track Coach	III	0.1125	0.125	0.14	0.155
Asst Track, Boys and Girls (2)	V	0.075	0.085	0.1	0.115
Head Field Coach	III	0.1125	0.125	0.14	0.155
High School Cross Country Coach	V	0.075	0.085	0.1	0.115
Jr Hi Boys Track Coach	VII	0.045	0.05	0.055	0.06

Jr Hi Girls Track Coach	VII	0.045	0.05	0.055	0.06
Head Girls Softball Coach	III	0.1125	0.125	0.14	0.155
Asst Girls Softball Coach	V	0.075	0.085	0.1	0.115
Head Baseball Coach	III	0.1125	0.125	0.14	0.155
Assistant Baseball Coach	V	0.075	0.085	0.1	0.115
Head Volleyball Coach	II	0.13	0.14	0.155	0.17
Assistant Volleyball Coach	IV	0.085	0.095	0.11	0.125
Freshman Volleyball Coach	V	0.075	0.085	0.1	0.115
Jr Hi Volleyball Coach	VI	0.06	0.07	0.075	0.08
Head Soccer Coach	II	0.13	0.14	0.155	0.17
Asst Soccer Coach	IV	0.085	0.095	0.11	0.125
Head Golf Coach	V	0.075	0.085	0.1	0.115
Head Wrestling Coach	III	0.1125	0.125	0.14	0.155
Asst Wrestling Coach	V	0.075	0.085	0.1	0.115
Jr Hi Wrestling Coach	VII	0.045	0.05	0.055	0.06
Intramurals, Boys	VIII	0.04	0.045	0.05	0.055
Intramurals, Girls	VIII	0.04	0.045	0.05	0.055
Freshman Cheerleader Advisor	VIII	0.04	0.045	0.05	0.055
Jr Hi Cheerleader Advisor (2)					
fall and spring	VIII	0.04	0.045	0.05	0.055
winter	VIII	0.04	0.045	0.05	0.055
HS Cheerleading Advisor (2)					
Football (tryouts & competition)	V	0.075	0.085	0.1	0.115
Basketball (JV & Varsity and asst tryouts)	V	0.075	0.085	0.1	0.115
Head Junior Class Advisor	VIII	0.04	0.045	0.05	0.055
Junior Class Advisors (3)	X	0.02	0.025	0.03	0.035
Head Senior Class Advisor	IX	0.025	0.03	0.035	0.04
Senior Class Advisors (3)	X	0.02	0.025	0.03	0.035
Sophomore Class Advisor	X	0.02	0.025	0.03	0.035
Freshman Class Advisor	XI	0.01	0.015	0.02	0.025
Asst Band Director	VI	0.06	0.07	0.075	0.08
(must have 35 or more students)					
Director, Spring Play	VII	0.045	0.05	0.055	0.06
Set Designer, Spring Play	X	0.02	0.025	0.03	0.035
Set Designer, Fall Play	X	0.02	0.025	0.03	0.035

Debate and/or Forensics	IX	0.025	0.03	0.035	0.04
Jr Hi Play Director	VIII	0.04	0.045	0.05	0.055
HS Yearbook	V	0.075	0.085	0.1	0.115
HS Newspaper	VII	0.045	0.05	0.055	0.06
Weight Training Coach (Co-Ed)	IX	0.025	0.03	0.035	0.04
Student Council Advisor	X	0.02	0.025	0.03	0.035
HS Quiz Bowl Advisor	VII	0.045	0.05	0.055	0.06
Jr Hi Quiz Bowl Advisor	XI	0.01	0.015	0.02	0.025
RSAADA Advisor	X	0.02	0.025	0.03	0.035
HAPPY Advisor	X	0.02	0.025	0.03	0.035
Thespian Advisor	X	0.02	0.025	0.03	0.035
Honor Society Advisor	X	0.02	0.025	0.03	0.035
Language Club Advisor	X	0.02	0.025	0.03	0.035
HS Fall Musical Director	V	0.075	0.085	0.1	0.115
Show Choir	V	0.075	0.085	0.1	0.115
Asst Show Choir	VI	0.06	0.07	0.075	0.08
(must have 35 or more students)					
MS Play/Musical Director	VI	0.06	0.07	0.075	0.08
Elementary Music	VIII	0.04	0.045	0.05	0.055

1. Tutoring and Saturday School - $25.00 per hour

2. A. All coaches whose season extends beyond the first level of OHSAA tournament competition shall receive additional compensation at the tate of .06 per week multiplied by the individual coach's supplemental salary. In any sport where our athletic team does not automatically qualify for the OHSAA tournament the above stipend will go into effect each week that the Falcons compete in the state's tournament.

   B. All paid high school coaches shall receive additional compensation for two weeks of physical fitness at the rate of .06 per week multiplied by the individual coaches supplemental salary.

3. Coaching experience at the high school level shall be counted toward salary as a head coach in the same sport. If a coach moves to a lower level in the same sport, all coaching experience shall count. Coaching experience from another school shall be counted toward the salary.

4. Supplemental pay will be issued in either one or two checks at the discretion of the holder.

5. The position of elementary summer band director will be maintained.

6. The Board retains the discretion to determine whether to fill a particular position in either Appendix B, Supplemental Salary Schedule and Appendix C, Extended Service Schedule.

7. In determining the number of coaches or other supplementary positions, the number of students involved shall be considered.

8. Permanent members of IAT teams at the elementary level will be paid a stipend of $500.00 per year. . Such amount will be prorated if service is less than a full year.

Riverdale Local School District

Supplemental Salary Schedule

Appendix B - Effective July 1, 2014

Level	0 to 1 years Experience		2 to 3 years Experience		4 to 6 years Experience		7+ years Experience	
	%	$	%	$	%	$	%	$
1	18.00	$ 5,410	19.00	$ 5,710	20.50	$ 6,161	22.00	$ 6,612
2	13.00	$ 3,907	14.00	$ 4,208	15.50	$ 4,658	17.00	$ 5,109
3	11.25	$ 3,381	12.50	$ 3,757	14.00	$ 4,208	15.50	$ 4,658
4	8.50	$ 2,555	9.50	$ 2,855	11.00	$ 3,306	12.50	$ 3,757
5	7.50	$ 2,254	8.50	$ 2,555	10.00	$ 3,005	11.50	$ 3,456
6	6.00	$ 1,803	7.00	$ 2,104	7.50	$ 2,254	8.00	$ 2,404
7	4.50	$ 1,352	5.00	$ 1,503	5.50	$ 1,653	6.00	$ 1,803
8	4.00	$ 1,202	4.50	$ 1,352	5.00	$ 1,503	5.50	$ 1,653
9	2.50	$ 751	3.00	$ 902	3.50	$ 1,052	4.00	$ 1,202
10	2.00	$ 601	2.50	$ 751	3.00	$ 902	3.50	$ 1,052
11	1.00	$ 301	1.50	$ 451	2.00	$ 601	2.50	$ 751

Base salary = $ 30,054.20

Riverdale Local School District

Supplemental Salary Schedule

Appendix B - Effective July 1, 2015

Level	0 to 1 years Experience		2 to 3 years Experience		4 to 6 years Experience		7+ years Experience	
	%	$	%	$	%	$	%	$
1	18.00	$ 5,491	19.00	$ 5,796	20.50	$ 6,254	22.00	$ 6,711
2	13.00	$ 3,966	14.00	$ 4,271	15.50	$ 4,728	17.00	$ 5,186
3	11.25	$ 3,432	12.50	$ 3,813	14.00	$ 4,271	15.50	$ 4,728
4	8.50	$ 2,593	9.50	$ 2,898	11.00	$ 3,356	12.50	$ 3,813
5	7.50	$ 2,288	8.50	$ 2,593	10.00	$ 3,051	11.50	$ 3,508
6	6.00	$ 1,830	7.00	$ 2,135	7.50	$ 2,288	8.00	$ 2,440
7	4.50	$ 1,373	5.00	$ 1,525	5.50	$ 1,678	6.00	$ 1,830
8	4.00	$ 1,220	4.50	$ 1,373	5.00	$ 1,525	5.50	$ 1,678
9	2.50	$ 763	3.00	$ 915	3.50	$ 1,068	4.00	$ 1,220
10	2.00	$ 610	2.50	$ 763	3.00	$ 915	3.50	$ 1,068
11	1.00	$ 305	1.50	$ 458	2.00	$ 610	2.50	$ 763

Base salary = $ 30,505.01

Riverdale Local School District

Supplemental Salary Schedule

Appendix B - Effective July 1, 2016

Level	0 to 1 years Experience		2 to 3 years Experience		4 to 6 years Experience		7+ years Experience	
	%	$	%	$	%	$	%	$
1	18.00	$ 5,601	19.00	$ 5,912	20.50	$ 6,379	22.00	$ 6,845
2	13.00	$ 4,045	14.00	$ 4,356	15.50	$ 4,823	17.00	$ 5,290
3	11.25	$ 3,500	12.50	$ 3,889	14.00	$ 4,356	15.50	$ 4,823
4	8.50	$ 2,645	9.50	$ 2,956	11.00	$ 3,423	12.50	$ 3,889
5	7.50	$ 2,334	8.50	$ 2,645	10.00	$ 3,112	11.50	$ 3,578
6	6.00	$ 1,867	7.00	$ 2,178	7.50	$ 2,334	8.00	$ 2,489
7	4.50	$ 1,400	5.00	$ 1,556	5.50	$ 1,711	6.00	$ 1,867
8	4.00	$ 1,245	4.50	$ 1,400	5.00	$ 1,556	5.50	$ 1,711
9	2.50	$ 778	3.00	$ 933	3.50	$ 1,089	4.00	$ 1,245
10	2.00	$ 622	2.50	$ 778	3.00	$ 933	3.50	$ 1,089
11	1.00	$ 311	1.50	$ 467	2.00	$ 622	2.50	$ 778

Base salary = $ 31,115.11

APPENDIX C

RIVERDALE LOCAL SCHOOLS
Extended Service Salary Schedule

Based on teachers daily rate:

Total Extended Service	**Position**
Up to 60 days	One High School/Junior High Band Director – 30 days at teacher's daily rate for school year programs, 30 days at teacher's daily rate for summer band.
Up to 20 days	One Elementary Band Director for summer band. If position is split between two people, each person will receive 10 days at teacher's daily rate.
Up to 20 days	Middle School/High School Choral Activities Director – 20 days at teacher's daily rate for school year programs
Up to 30 days	High School Guidance
Up to 20 days	Middle School Guidance
Up to 20 days	Elementary Guidance
Up to 30 days	High School Librarian/Media Director
Up to 20 days	Elementary Librarian
Up to 20 days	Home Economics – 25+ students
Up to 10 days	Home Economics – less than 25 students
Up to 30 days	Agriculture Business – 25+ students
Up to 15 days	Agriculture Business – less than 25 students
Up to 60 days	Agriculture Production – 25+ students
Up to 30 days	Agriculture Production – less than 25 students
Up to 10 days	Industrial Arts – 25+ students
Up to 5 days	Industrial Arts – less than 25 students
Up to 10 days	Summer Keyboarding

APPENDIX D

Administrative Guidelines for

Teacher Evaluation

Draft guidelines for 2014-15 will be reviewed annually for the term of the contract.

The Riverdale Administrators/Teachers will use the Ohio Teacher Evaluation System (OTES) provided by the Ohio Department of Education (ODE). The administrator and teacher will have to input data into the ODE's Electronic Teacher and Principal Evaluation System (eTPES).

eTPES is a product developed through funding from the Race to The Top Grant (RttT.) It will help streamline the teacher/principal evaluation process , and it is free. Training for Superintendents and Principals will begin in August of 2013.

3319.112 ORC The formal evaluation is to be completed by May 1, 2015 and the teacher shall receive the written report of the results by the tenth of May. The evaluation will consist of: - 2 walk-throughs (up to 5 minutes each-OTES committee) - 2 thirty minute observations - Pre-conferences may be completed as a face to face conference or an email questionnaire (see attached). The pre-conference format (face to face or email) will be agreed upon by both evaluator and teacher, and the second may be unannounced without a pre - conference (Neola). - Each teacher will have at least one post conference. If a teacher feels that they would like a post conference after each observation they may request this via email. A teacher will have a post evaluation if the teacher's first observation falls in the bottom two ratings. A third observation will be conducted if a teacher is considered for non-renewal and/or has been placed on an improvement plan. (Neola) A teacher, who has been granted a continuing contract by the board and receives a rating of Accomplished, shall be evaluated every other year (Neola). Before the evaluation Professional Growth Goals should be completed (eTPES). Teachers who are not teachers of students more the 50% of the time will be evaluated using the evaluation instrument from 2012-13. Example, Guidance Counselors/Librarian (Neola).

Inclusion teachers may be observed during the same 30 minute observation (OTES committee).

The following Riverdale Administrators have completed the OTES training and will conduct all teacher evaluations during the 2014-15 school year. Mr. Hoffman, Mr. Dan Evans, Dr. Julie Spade, and Mr. Jeff Young. (Neola) Evaluators will be assigned by the superintendent by the start of the each school year and teachers will be notified by the first Friday in September. Any teacher, who feels the assigned evaluator may have a conflict of interest, may request a change of evaluators. Effort will be made to change evaluators if possible.

The district may use Value-Added (26%), Vendor Assessments (Star Reader), Student Learning Outcomes (SLO's), and Shared attribution. The OTES committee is still considering various options for each school year as more options become available. Teachers'/grade level method of student data collection should be turned in to the OTES committee by Oct. 1st (Neola). The committee will be paid $25 per hour, per the negotiated contract p. 40, number 1.

The administrators will give teachers 5 days advance notice for the first 30-minute observation. The administrator will have 10 days to meet with teacher after the observation. 3319.112 ORC

Per the 3333.041 of the ORC, the administrators shall report annually to the department of education the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each rating. This will be data only.

Rif for 2013-14 Article VIII page 18., neg. contract, ORC 3319.17

Language to define comparable – something like developing, skilled and accomplished will be considered comparable.

The Riverdale Board of Education adopted the Neola (Standards-Based Teacher Evaluation -3220) at the June 24, 2013, Regular Board of Education Meeting.

The Riverdale Board of Education adopted the forms to be used for the new date's teacher evaluation at the June 24, 2013, Regular Board of Education Meeting.

1. OTES rubric
2. Teacher Preference /Data Sheet (Keep in Binder)
3. Teacher Goals eOTES
4. SLO Template
5. SLO Template Checklist
6. Parent Contact Sheet
7. Pre-conference questions any may be used (page 33 and 34 in OTES binder)
8. Post conference - individualized
9. Evaluator assignment sheet
10. Teacher classification sheet
11. Copy of the Educator Performance Standards – given to teachers new to the district

Respectfully submitted

Eric H. Hoffman, Superintendent
7/22/13

Addition to Guidelines: Any teacher who receives an Ineffective Rating on first observation or is on an Improvement Plan will have 30 days between observations. They will also be required to have a face to face pre and post conference.

If teachers wish to share their evidence binder it is the teachers' responsibility to show their evidence binder to their evaluator at their face to face pre-conference or turn it in for viewing for an emailed questionnaire.

Pre-Conference &
Evaluation Documentation Sheet

Teacher: **Date of Pre-Conference:**
Subject: **Date of Observation:**
Times: (40 min. max)

Focus of the lesson—

Pre-Assessment Data—

Prior Content Knowledge—

Knowledge of Students—

Lesson—I will complete this section during your observation.

Differentiated Learning—

Resources—

1.
2.
3.
4.
5.

Classroom Environment—

Assessment of Student Learning—

Professional Responsibilities—

Other—Complete if there is anything else you want me to know.

Preference/Data Plan/SLO Rating

Pre - Conference Preference:

Teacher's Name: _____

Evaluator: _____

Check initial one of the following:

Face to Face: _____ Email: _____

Data Collection Plan:

Teacher's Name/grade or team: _____

What is your state requirement? _____

Vendor: _____

SLO: _____

Attribution: _____

SLO Rating:

% of students that exceeded/ met growth target	Descriptive Rating	Numerical Rating
90 - 100	Most Effective	5
80 - 89	Above Average	4
70 - 79	Average	3
60 - 69	Approaching Avg.	2
59 or less	Least Effective	1

Final SLO Percentage	NUMERICAL RATING OF SLO:
% Exceeding/Meeting Target: _____%	
% Below Target: _____-%	

% of students that exceeded/ met growth target	Descriptive Rating	Numerical Rating
90 - 100	Most Effective	5
80 - 89	Above Average	4
70 - 79	Average	3
60 - 69	Approaching Avg.	2
59 or less	Least Effective	1

Final SLO Percentage	NUMERICAL RATING OF SLO:
% Exceeding/Meeting Target: _____%	
% Below Target: _____-%	

APPENDIX E

RIVERDALE LOCAL SCHOOLS
TEACHER REQUEST FOR REASSIGNMENT

_____ _____
Name Date

Building in which Teacher is Teaching_____ Grade Level_____

Subject Area Teacher is Teaching (Junior High or High School)_____

Building to which Teacher wants to be reassigned_____

Grade Level to which Teacher wants to be reassigned_____

Subject Area (Jr. High or High School) to which Teacher wants to be Reassigned_____

Date opening occurred_____

Teacher wishes to be interviewed if an opening occurs Yes____ No ____

Where did opening occur?_____
Building Grade Level

Subject Area:_____

Disposition of Request: Teacher Reassigned_____

Teacher Not Reassigned_____

Reason for Reassignment or Non-Reassignment:_____

_____

_____
Superintendent's Signature

*Teacher requests notification of openings or newly created positions: ____Yes ____No

APPENDIX F

Grievance No._____

GRIEVANCE FORM

_____

NAME OF GRIEVANT BUILDING DATE FILED

A. Date cause of grievance occurred_____

B. Statement of Grievance (including contract provision(s) alleged to have been violated):

_____

_____

_____

_____

C. Relief Sought_____

_____

_____

_____

_____

_____

SIGNATURE OF GRIEVANT DATE

STEP 1

RECEIVED BY_____DATE_____

DISPOSITION OF SUPERVISOR_____

_____

_____

_____

SIGNATURE OF SUPERVISOR DATE

STEP II

RECEIVED BY_____DATE_____

DISPOSITION OF SUPERINTENDENT_____

_____

_____

_____
SIGNATURE DATE

STEP III

Notification of request for arbitration received by _____

on_____

APPENDIX G

RIVERDALE LOCAL SCHOOLS
APPLICATION FOR USE OF LEAVE

Employee's
Name:_____ Date:_____

Building:_____ Position: _____

The undersigned is hereby making application for the use of leave, as provided in Section 143.29, ORC, and that the use of such leave is justified for the following reasons:

_____1. Personal illness, Nature of illness:_____

_____2. Personal injury, Nature of injury:_____

_____3. Illness or injury in immediate family:

Name_____ Relationship_____

_____4. Death in immediate family:

Name_____ Relationship_____

_____5. Professional Leave, Nature of professional leave_____
(Please attach registration and requisition)

_____6. Personal Leave

_____7. Jury Duty

_____8. Vacation Leave – Alternate Dates:_____

_____9. Unpaid Leave

_____10. Military Duty

_____11. Calamity Days

_____12. Professional Leave (Meals not to exceed $30 per day)

_____13. Other Leave

I hereby request ____day(s) of leave beginning _____(time),_____, (20__)_____(date), and ending _____(time)_____, 20__ (date). I understand that falsification of this statement is grounds for termination of my employment under RC 3319.081 or 3319.16.

_____
Signature of Employee Date

_____Approved
_____Disapproved

_____
Signature of Responsible Administrator Date

APPENDIX H

RIVERDALE LOCAL SCHOOLS
STATEMENT OF SERVICE RENDERED OR MERCHANDISE SOLD

Substitute Work: _____ Teaching _____ Driving Bus

_____ Custodial _____ Lunchroom

_____ Indicate Other _____

Mileage: _____ Merchandise: _____

Date	Destination and/or Detail (if subbing-for whom)	No. of Miles/ Hrs/Days/Etc.

_____
Signature Date

_____
Signature of Responsible Administrator Date

Approved for Payment by: _____
Superintendent Date

APPENDIX I

RIVERDALE LOCAL SCHOOLS
FORM TO EXPRESS INTEREST IN SUPPLEMENTAL DUTIES

_____

Name of Teacher Date

School Building to which the teacher is currently assigned:

_____

Supplemental duties for which teacher is currently employed:

_____

I have an interest in holding the following supplemental duty or duties for the next school year:

_____

_____

_____

_____

This form must be returned to the Superintendent.

_____
Applicant's Signature

Mr. Hoffman

Proposed Administrative Guidelines for

Teacher Evaluation

Guidelines for 2015-16 will be reviewed annually.

The Riverdale Administrators/Teachers will use the Ohio Teacher Evaluation System (OTES) provided by the Ohio Department of Education (ODE). The administrator and teacher will have to input data into the ODE's Electronic Teacher and Principal Evaluation System (eTPES).

eTPES is a product developed through funding from the Race to The Top Grant (RttT.) It will help streamline the teacher/principal evaluation process , and it is free. Training for Superintendents and Principals will be on going.

3319.112 ORC The formal evaluation is to be completed by May 3, 2016 and the teacher shall receive the written report of the results by the tenth of May. The evaluation will consist of: - 2 walk-throughs (up to 5 minutes each-OTES committee) - 2 thirty minute observations - Pre-conferences may be completed as a face to face conference or an email questionnaire (see attached). The pre-conference format (face to face or email) will be agreed upon by both evaluator and teacher, and the second may be unannounced without a pre - conference (Neola). - Each teacher will have at least one post conference. If a teacher feels that they would like a post conference after each observation they may request this via email. A teacher will have a post evaluation if the teacher's first observation falls in the bottom two ratings. A third observation may be conducted if a teacher is considered for non-renewal and/or has been placed on an improvement plan. (Neola)

Inclusion teachers may be observed during the same 30 minute observation (OTES committee).

The following Riverdale Administrators have completed the OTES training and will conduct all teacher evaluations during the 2015-16 school year. Mr. Dan Evans, Dr. Julie Spade, and Mr. Jeff Young. (Neola) Evaluators will be assigned by the superintendent by the start of the each school year and teachers will be notified by the first Friday in September. Any teacher, who feels the assigned evaluator may have a conflict of interest, may request a change of evaluators. Effort will be made to change evaluators if possible.

The district will use Vendor Assessments (Star Reader) and Student Learning Outcomes (SLO's). Teachers'/grade level method of student data collection should be turned in to the principal by Mid Oct (Neola). The committee will be paid $25 per hour, per the negotiated contract p. 40, number 1.

The administrators will give teachers 5 days advance notice for the first 30-minute observation. The administrator will have 10 days to meet with teacher after the observation. 3319.112 ORC

Per the 3333.041 of the ORC, the administrators shall report annually to the department of education the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each rating. This will be data only.

Rif for 2014-17 Article VIII page 17., neg. contract, ORC 3319.17

The Riverdale Board of Education adopted the forms to be used for teacher evaluation at the June 24, 2013, Regular Board of Education Meeting.

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3. Teacher Goals eOTES
4. SLO Template
5. SLO Template Checklist
6. Parent Contact Sheet
7. Pre-conference questions any may be used (page 33 and 34 in OTES binder)
8. Post conference - individualized
9. Evaluator assignment sheet
10. Teacher classification sheet
11. Copy of the Educator Performance Standards – given to teachers new to the district

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Respectfully submitted

Eric H. Hoffman, Superintendent

Addition to Guidelines: Any teacher who receives an Ineffective Rating on first observation or is on an Improvement Plan will have 30 days between observations.

A teacher receiving a rating of accomplished will be evaluated every three years and a teacher receiving a rating of skilled will be evaluated every other year as long as the teacher's student academic growth measure for the most recent school year, for which the data is available is average or above. In any year in which the teacher who has not been formally evaluated as a result of having a previously received a rating of accomplished or skilled, an evaluator shall conduct at least one observation/walk-throughs and hold at least one conference with the teacher. (HB 362) Before the evaluation, Professional Growth Goals should be completed (eTEPS). Teachers who are not teachers of students more than 50% of the time will be evaluated using the Ohio School Counselors Evaluation System of High School Librarian Evaluation.

If teachers wish to share their evidence binder it is the teachers' responsibility to show their evidence binder to their evaluator at their face to face pre-conference or turn it in for viewing for an emailed questionnaire.

10/26/15