

CONTRACT

BETWEEN THE

RIVERSIDE LOCAL EDUCATION ASSOCIATION

AND THE

RIVERSIDE LOCAL BOARD OF EDUCATION

2018-2021

CONTRACT BETWEEN THE RIVERSIDE LOCAL EDUCATION ASSOCIATION AND THE RIVERSIDE LOCAL BOARD OF EDUCATION 2018-2021

TABLE OF CONTENTS

		PAGE
ARTICLE I	RECOGNITION/NEGOTIATIONS PROCESS A. RECOGNITION. B. SCOPE OF NEGOTIATIONS. C. BARGAINING TEAM MAKE-UP. D. PROCEDURE. E. TIME LINES. F. AID TO NEGOTIATION. G. AGREEMENT. H. PUBLIC COMMUNICATION.	1 1 1 2
ARTICLE II	COMMITTEES A. FACULTY-ADMINISTRATION COMMITTEE B. CRISIS MANAGEMENT	
ARTICLE III	ASSOCIATION RIGHTS A. BUILDING USE	3 3 3 3 4 4
ARTICLE IV	RIGHTS AND RESPONSIBILITIES A. RIGHTS OF THE BOARD	6 7 7 7

ARTICLE V	WORKDAY/WORK YEAR	
	A. NEW TEACHERS	7
	B. HOURS	
	C. YEAR	
	D. CALAMITY DAYS	9
	E. OPEN HOUSE AND CONFERENCES	
	F. LUNCH/CONFERENCE	10
ADTIOLE VII	TE 4 CUINIO I CAD AND 4 COLONIATINE	
ARTICLE VI	TEACHING LOAD AND ASSIGNMENTS	4.0
	A. NOTIFICATION OF ASSIGNMENT	
	B. PART-TIME TEACHERSC. TRAVELING TEACHERS	
	E. COMMITTEES	12
	F. ORIENTATION PROGRAMS	
	G. END OF YEAR ORDERING	
	H. DUTIES	12
	I. DUTY PERIOD AT RIVERSIDE CAMPUS	
	J. INCLUSION	
	K. CLASS SIZE	
	L. HEALTH SERVICES	
	M. REHIRING RETIREES	16
	N. HIGHLY QUALIFIED STATUS, CERTIFICATION/LICENSURE & PRAXIS	
	CERTIFICATION/LICENSURE & PRAXIS	17
ARTICLE VII	STAFF DEVELOPMENT	
AITHOLL VII	A. POST-BACCALAUREATE	17
	B. ACADEMIC INCENTIVE PLAN	
	C. IN-SERVICE	
	D. PROFESSIONAL IN-SERVICE:	13
	ALLOWABLE EXPENSES	20
	E. ATHLETIC LEAVE	
	F. PHYSICAL WELLNESS PROGRAM	
	G. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	
	H. ADMINISTRATION EVALUATIONS	
	I. ENTRY YEAR PROGRAM	
	I. ENTRY TEAR PROGRAM	22
ARTICLE VIII	TEACHER APPRAISAL	26
4 5 5 10 1 5 10 7		
ARTICLE IX	PERSONNEL FILE AND COMPLAINTS AGAINST TEACHERS	20
	A. PERSONNEL FILE B. COMPLAINTS AGAINST TEACHERS	28
	B. COMPLAINTS AGAINST TEACHERS	28
ARTICLE X	TRANSFERS AND VACANCIES	
	A. VACANCIES	30
	B. VOLUNTARY TRANSFERS	
	C. INVOLUNTARY TRANSFERS	
ARTICLE XI	REDUCTION IN FORCE	31

ARTICLE XII	LEAVES OF ABSENCE	
	PAID LEAVES	
	A. SICK LEAVE	
	B. PERSONAL LEAVE	
	C. ASSAULT LEAVE	
	D. SABBATICAL LEAVE	35
	UNPAID LEAVES	
	E. MATERNITY/PATERNITY LEAVE	
	F. FAMILY AND MEDICAL LEAVE	_
	G MEDICAL LEAVE	
	H. GENERAL LEAVE OF ABSENCE	
	I. RETURN FROM LEAVE	
	J. FALSIFICATION OR MISUSE OF LEAVE	39
ARTICLE XIII	COMPENSATION AND BENEFITS	
	A. BASE SALARY	39
	B. BASE SALARY INDEX SCHEDULE	
	C. METHOD OF PAYMENT	
	D. SALARY COLUMN ADJUSTMENTS	40
	E. PAYROLL DEDUCTIONS	
	F. TEACHER SUBSTITUTION COMPENSATION	
	G. SUMMER SCHOOL	
	H. SEVERANCE PAY	
	I. STRS PICKUP	42
	J. HOSPITALIZATION/PHYSICIAN, PRESCRIPTION,	
	DENTAL AND VISION	43
	K. MEDICAL INSURANCE REBATE	
	L. LIFE INSURANCE	44
	M. MOTOR VEHICLE REPORTS	44
	N. INCENTIVE PLAN FOR EARLY RETIREMENT	45
	O. TUTORS	
ADTICLE VIV	CURRI FMENTAL CONTRACTO	
ARTICLE XIV	SUPPLEMENTAL CONTRACTS A. METHOD OF PAYMENT	
	B. EXPERIENCE	
	C. SCHEDULE D. ASSISTANTS FOR ATHLETIC CONTESTS	40
	U. ASSISTANTS FOR ATRICETIC CONTESTS	40
	(JUNIOR, MIDDLE AND SENIOR HIGH SCHOOLS)	40
	E. JOB DESCRIPTIONS AND EVALUATION	
	F. RE-EMPLOYMENT OF SUPPLEMENTAL CONTRACTS	48
ARTICLE XV	RIVERSIDE CAMPUS SCHEDULE	48
ARTICI E YVI	LAMUTH MIDDLE SCHOOL SCHEDULE	5 0
ARTICLE XVII	ELEMENTARY SCHOOLS SCHEDULE	51
ARTICI E XVIII	CCP COURSES	52

ARTICLE XIX	A. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION B. TIME LIMITS	53
ARTICLE XX	DURATION, FORM, AND EFFECT A. DURATION B. FORM C. EFFECT OF CONTRACT *****	55
APPENDIX A1	CERTIFIED STAFF SALARY SCHEDULE EFFECTIVE 2018-2019 SCHOOL YEAR	57
APPENDIX A2	CERTIFIED STAFF SALARY SCHEDULE EFFECTIVE 2019-2020 SCHOOL YEAR	58
APPENDIX A3	CERTIFIED STAFF SALARY SCHEDULE EFFECTIVE 2020-2021 SCHOOL YEAR	58
APPENDIX B	SUPPLEMENTAL SALARY SCHEDULENOTES	
APPENDIX C	GRIEVANCE REPORT FORM	63
APPENDIX D	PROFESSIONAL IN-SERVICE MEETING APPLICATION FORM AND LPDC PRE-APPROVAL REQUEST FOR WORKSHOP/CONFERENCE	64
APPENDIX E	REQUEST FORM FOR ATHLETIC LEAVE	65
APPENDIX F	STUDENT PLACEMENT/GRADE CHANGE	67
APPENDIX G	REQUEST FOR ACADEMIC INCENTIVE INCREMENT APPROVAL	68
APPENDIX H	EXPENSE REPORT	70
APPENDIX I	OBSERVATION REPORT FORM	72
APPENDIX J	TEACHER EVALUATION FORM	74
APPENDIX M	SUBSTITUTE FORM	80
APPENDIX N	SUPPLEMENTAL CONTRACT POSITION	81
APPENDIX O	PAYROLL DEDUCTION FOR K.I.D.S. COMMITTEE	82

APPENDIX P-1	REQUEST FOR FAMILY OR MEDICAL LEAVE	83
APPENDIX P-2	CERTIFICATION OF PHYSICIAN OR PRACTITIONER	84
APPENDIX P-3	NOTIFICATION OF STATUS OF REQUEST FOR FAMILY OR MEDICAL LEAVE	85
APPENDIX U-1	HEAD COACH EVALUATION FORM	89
APPENDIX U-2	ASSISTANT COACH EVALUATION FORM	92
	GLOSSARY OR DEFINITIONS OF TERMS	95
LAKE COUNTY SCH	OOLS COUNCIL SUPERMED PLUS PLAN 1	97
LAKE COUNTY SCH	OOLS COUNCIL SUPERMED PLUS PLAN 2	. 100
LAKE COUNTY SCH	OOLS COUNCIL SUPERMED PLUS PLAN 3	. 103
MOU – ARTICLE VIII	– OTES	. 106
MOU - STRS		. 111

ARTICLE I

RECOGNITION/NEGOTIATIONS PROCESS

- A. **RECOGNITION** The Riverside Local School Board recognizes the Riverside Local Education Association as the exclusive bargaining representative of all regularly employed certificated staff employed by the Board excluding management, supervisory, and other personnel excluded under 4117.01.
- B. **SCOPE OF NEGOTIATIONS** The Board and the Association pledge to bargain collectively. The scope of negotiations shall be all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.
- C. BARGAINING TEAM MAKE-UP The Board and the Association are each allowed to bring to the negotiations table a bargaining team of up to five (5) members selected by the respective parties and designated to the other party. Each team is also allowed to have present at any given negotiations session two (2) observers limited to non-speaking roles. Either team may also bring one or more consultants to the table on an as-needed basis. In addition, the two teams may agree from time to time to admit additional persons for mutually agreeable reasons. Each team will designate a spokesperson who will lead discussions, may grant other members of their respective teams the right to lead discussions, and/or may agree to allow other persons mutually invited to the negotiations table the right to lead discussions.
- D. <u>PROCEDURE</u> Full-scale negotiations may take place after January 1, 2021, if mutually agreed to, or after April 2021, in accordance with the procedure herein. If negotiations have not already begun on the first Tuesday following April 15, 2021, the parties shall meet at 3:40 p.m. in the Board's meeting room for the purpose of exchanging written proposals, which proposals when merged shall comprise the agenda for negotiation of a successor contract. At said meeting the parties shall:
 - 1. Name their respective bargaining team members and designate their respective chief spokesperson; and
 - 2. Agree upon a schedule of negotiation meetings.

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

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

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

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

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

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

ARTICLE II

COMMITTEES

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

The committee shall meet as needed.

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

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

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

ARTICLE III

ASSOCIATION RIGHTS

- A. <u>BUILDING USE</u> Upon request, the Association, or any committee thereof, shall have the right to use school buildings. On days school is in session, such building use shall be restricted to before or after school hours. The only charges that would be made would be those incurred for special custodial services.
- B. REPRESENTATIVE VISITATION Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before or after school. Such business shall not be transacted during any class time, nor shall such Association business in any way interfere with scheduled building meetings, student-member, parent-member, or administrator-member conferences. All visitors, including Association representatives, must report to the building office before transacting such business. This section shall not be interpreted to prevent making Association announcements at the end of building meetings.
- C. <u>USE OF EQUIPMENT</u> The Association shall have the right to use Board-owned equipment as the parties may agree, provided that such use does not interfere with the use of equipment for school business. The District will provide a reasonable explanation of its denial of any request by the Association to use Board-owned equipment.
- D. <u>BULLETIN BOARDS MAIL</u> The Association shall have the exclusive use of at least one (1) bulletin board in each building lounge for the purpose of posting notices of its activities and matters of Association concern.
 - The Association shall have use of mailboxes, inter-school mail, and/or daily bulletins for communications to bargaining unit members. The Association may announce RLEA meeting dates and topics at faculty meetings providing the principal has advance notice in order to place the item on the agenda.
- E. <u>BOARD AGENDAS AND FINANCIAL REPORTS</u> The Board shall provide through BoardDocs the Association President or designated representatives with the Board agenda before the regular or special board meetings, the approved minutes after said meeting, adopted financial reports, and the schedule of Board meetings. Any changes shall be communicated to the President in a timely manner. Each shall be provided at no cost to the Association.

- F. MEMBER-ADMINISTRATION MEETINGS Members are encouraged to meet with the administration on a one-to-one basis when such meeting is of a routine nature. The Association shall represent any member who so requests. When such representation is requested, the time set for a meeting or continuation of the meeting shall be at the mutual convenience of the member, the Association, and the administration, so long as such convenience does not unreasonably disrupt the timeliness of the meeting.
- G. **ASSOCIATION LEAVE** The Board will grant up to fifteen (15) days of Association leave per academic year for use by the Association leadership/delegates to attend: assemblies, caucuses, governance meetings, and/or elected/appointed representation positions.

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

- H. NO REPRISALS/RIGHTS UNDER LAW No reprisals shall be taken against an employee by reason of his/her utilization of any procedure or activity herein provided for, or on account of his/her membership or position in an organization and its lawfully related activities.
- I. <u>NONDISCRIMINATION</u> The policies and practices of the Board shall be applied without regard to parties, race, color, creed, national origin, sex, (including sexual orientation and transgender identity), marital status, age, ancestry, genetic information, national origin, disability, veteran status, use of provisions of this Contract, or membership in the Association.

J. RIGHT TO FAIR SHARE FEE

- 1. PAYROLL DEDUCTION OF FAIR SHARE FEE The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Riverside Local Education Association, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- 2. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

- a. <u>ALL FAIR SHARE FEE PAYORS</u> Payroll deduction of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.
- b. <u>UPON TERMINATION OF MEMBERSHIP DURING THE MEMBERSHIP YEAR</u> The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- 4. **TRANSMITTAL OF DEDUCTIONS** The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- 5. PROCEDURE FOR REBATE The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code, a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- 6. **ENTITLEMENT TO REBATE** Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- 7. **INDEMNIFICATION OF EMPLOYER** The Association on behalf of itself and the OEA and NEA agree to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
 - c. The Board agrees to:
 - (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;

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

ARTICLE IV

RIGHTS AND RESPONSIBILITIES

- A. <u>RIGHTS OF THE BOARD</u> Unless the Board agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the Board to:
 - Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
 - 2. Direct, supervise, evaluate or hire employees;
 - 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 - 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - 5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
 - 6. Determine the adequacy of the work force;
 - 7 Determine the overall mission of the Board as a unit of government;
 - 8. Effectively manage the workforce;
 - 9. Take actions to carry out the mission of the Board as a governmental unit.

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

- B. <u>USE OF SCHOOL PHONE</u> All members have the right to use the school phone for emergency, personal, and school business calls. The administration shall make reasonable provisions to insure members' privacy when using school telephones. Long distance personal calls may be made on any school phone if personal phone credit cards are used. Personal long distance telephone calls made without personal phone credit cards shall be made from the school office and shall be at the member's expense. If personal long distance phone calls are not paid for by faculty members, availability of phones for non-credit card personal long distance calls may be discontinued at the building(s) where the problem exists.
- C. <u>TEACHER SAFETY</u> The Board agrees to provide safe working conditions as required by law. The Association agrees that bargaining unit members will observe safe working practices and will promptly report any observed unsafe practices or conditions to the administration.
- D. **STAFF LOUNGE** Each building shall have at least one (1) staff lounge with at least one (1) bulletin board.
- E. <u>STUDENT DISCIPLINE</u> A handbook containing student disciplinary policy and procedure will be distributed to all certified staff at the beginning of the school year. New staff will receive orientation on disciplinary policy, and changes in disciplinary policy will be reviewed with all staff at the beginning of the school year. Elementary parents will be advised of the school discipline policy at the beginning of each school year.
- F. <u>TEACHER DRESS</u> Professional appearance, grooming and attire are important as teachers serve as role models to students. Appearance, grooming and attire are part of the bargaining unit member's personnel record.
- G. <u>CELLULAR TELEPHONES</u>, <u>ETC.</u> All cellular phones, or any other mobile telecommunication devices must be used responsibly during the workday.

<u>ARTICLE V</u>

WORKDAY/WORK YEAR

B <u>HOURS</u> - The maximum length of the members' workday shall be seven (7) hours, thirty (30) minutes. The day shall include a minimum of thirty (30) minutes uninterrupted duty-free lunch period. Members shall be required to be present in their assigned school building(s) seven (7) hours, thirty (30) minutes. In a case of extenuating circumstances, the member may request a reasonable accommodation in his/her schedule. Members may be required to report twenty (20) minutes before the beginning of the instructional day.

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

workday. The administration may extend the workday beyond the limits stated in this section for in-service programs and conferences with the administration, students, or parents. Such extensions normally shall not exceed one (1) hour.

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

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

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

The teaching schedule shall include a 30-minute uninterrupted lunch period. Teachers shall have no less than 200 minutes of planning time per regular work week. Each regular workday shall include not less than twenty (20) minutes of uninterrupted planning time.

C. YEAR - Except as otherwise provided herein, the maximum number of member workdays during the school year shall be one hundred eighty-three (183) days, subject to such requirements as may be imposed by the state and/or county. The Superintendent shall consult with the Association President prior to preparing the school calendar. However, the Superintendent and the Board retain final authority to determine the calendar. NEOEA Day will not count as part of the 183 days and classes will not be scheduled on NEOEA Day, the Friday before Memorial Day or on the day before Thanksgiving. The school year may consist of up to: 178 student instruction days, four (4) parent conferences/curriculum nights, and three (3) workdays scheduled at the beginning, middle and end of the school year.

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

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

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

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

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

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

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

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

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

F. LUNCH/CONFERENCE

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

ARTICLE VI

TEACHING LOAD AND ASSIGNMENTS

- A. NOTIFICATION OF ASSIGNMENT All members shall be given written, preliminary notice of their instructional assignments, including building, grade level, and subject areas, for the forthcoming year not later than 10:00 a.m. on check-out day. Notification of final assignment shall be made in writing no later than August 1. Inclusion classes in a bargaining unit member's assignment will be included in the August 1 notification, if known, or will be communicated by the building principal when known. Such notification shall include written reasons for any changes should the preliminary assignment differ from the final assignment. Any changes of the final assignment after the August 1 date shall be written and shall not be arbitrary or capricious.
- B. **PART-TIME TEACHERS** Salary and fringe benefits for part-time members will be based upon the proportion of the member's assigned teaching load. (That is, 1/unit, 2/unit, etc., as appropriate.)

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

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

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

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

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

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

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

C. <u>TRAVELING TEACHERS</u> - The Superintendent/designee, in consultation with the Association President/designee, will determine the schedule and home school of members assigned to more than one building in the district.

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

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

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

D. STUDENT PLACEMENT/GRADE CHANGE

1. If an administrator reverses a teacher's recommendation on student placement (retention/promotion) or changes a grade, the teacher shall be notified. If the teacher disagrees, the teacher may complete the Student Placement/Grade Change Form (Appendix F to the Contract), and a copy shall be retained in the student's file. Such notification will extend to students' grades being changed at the secondary level when the ten-day absence policy is waived for individual students.

- 2. Teachers will post all of the following assignment and tasks grades in the Infinite Campus (IC) electronic grade book on a bi-monthly basis (meaning by the 15th and 30th of each calendar month) during the school year: tests; quizzes; homework; daily/classroom activities; and extended response items. Certain assignments (e.g. projects, major writing assignments) may require additional time to grade and post than the above bi-monthly interval would allow, and for these assignments, the teacher must first explain this circumstance in a message posted on the IC Portal along with an expected grade posting date which shall be not longer than two (2) weeks after the assignment/task's final due date.
- E. <u>COMMITTEES</u> If the Board elects to appoint study/curriculum or other programrelated committees, no member shall be required to perform or volunteer for duty on same. The hourly rate for curriculum work shall be the same percentage as the hourly rate for class coverage. Participation in such committees may be eligible for LPDC credit.

Bargaining unit members who agree to be presenters at District staff development programs shall be compensated for preparation time.

- F. ORIENTATION PROGRAMS Student orientation programs that occur at LaMuth prior to the beginning of the school year and require teacher presence will result in the teacher(s) receiving compensation at the class coverage rate.
- G. **END OF YEAR ORDERING** End of year ordering work shall be done on a voluntary, no extra pay, basis.
- H. <u>DUTIES</u> Elementary members will not be required to supervise students at noon recess or during lunch period as part of their regular teaching duties, and responsibility for such supervision shall be assigned to other personnel. However, this provision shall not relieve the members of their responsibility to intervene or assist in emergencies.
- I. <u>DUTY PERIOD AT RIVERSIDE CAMPUS</u> Riverside Campus members will be assigned one (1) duty period and one (1) conference period each day. The duty and conference periods may be rotated to accommodate common planning time for teachers in accordance with the master schedule. Members assigned lab(s) as part of their schedule will be assigned a duty on a day(s) when the lab(s) is not meeting. A seven (7) period teaching assignment will result in the elimination of the duty period.

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

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

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

- 1. When called upon to cover a class for another teacher, a member assigned a "Duty Period" coverage shall have access to the following documents:
 - (a) Regular or emergency lesson plans
 - (b) Seating charts
 - (c) Information regarding special needs of the "duty" assignment
- 2. A bargaining unit member assigned to "Duty Period" coverage shall make every effort to fulfill the classroom teacher's regular lesson plan or implement an emergency plan.
- 3. At the beginning of each school year, a "Duty Period" roster shall be developed listing members on a seniority rotation basis, and this order shall be followed when assigning "Duty Period" coverage. It is agreed that substitutes with two daily preparation/duty periods shall be assigned coverage before bargaining unit members are assigned to a "Duty Period."
- 4. When reasonably practical, a "Duty Period" assigned member may supervise students in his/her regularly assigned classroom, if mutually agreed to by a building principal.
- 5. Students misbehaving during a "Duty Period" coverage shall be dealt with pursuant to the rules governing student conduct.
- 6. A member assigned a "Duty Period" shall only be assigned a duty typically and normally assigned during the defined "workday."
- 7. The master schedule shall identify the member's "Duty Period" and conference period.
- 8. A bargaining unit member's conference period shall be governed by contract language included in Article XIII, Section F.
- 9. The Administration and the RLEA shall annually provide a "Duty Period" survey form to each member who may be assigned a "Duty Period" which shall include options for (a) assigned duty; (b) unassigned duty; (c) seven classes. The principal shall consider these requests when making the master schedule. Members who volunteer for and are scheduled to teach seven classes when the master schedule is developed, or who have four or more preparations, will be excused from department meetings. Members assigned regular duties shall attend weekly department meetings.

- 10. The Administration shall make every reasonable effort to schedule an equal number of members for each "Duty Period" during the school day.
- J. <u>INCLUSION</u> Regular classroom teachers will follow the Individualized Education Plan (IEP) of students with disabilities in making the necessary classroom accommodations and/or modifications. Both the regular education classroom teacher(s) and intervention specialist will be afforded the opportunity to attend IEP meetings and/or provide input with regard to the IEP, change of placement, or exit IEPs for students in their class.

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

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

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

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

- Regular education teachers and intervention specialists responsible for the implementation of goals and objectives on an IEP will be notified of IEP meetings to provide opportunity for input on goals and objectives on current and new IEPs.
- 2. The IEP team will be composed of the following group of individuals as specified in the guidelines as set forth in Ohio's Policies and Procedures for the Education of Children with Disabilities:

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

- 3. For an IEP or IEP review of an inclusion program student, the intervention specialist assigned to that student will make every effort to schedule meetings at a time convenient to all team members including the regular education teacher with the most knowledge about the student.
- 4. Upon completion of the IEP, the intervention specialist assigned to that student and/or the building administrator will insure that the student's regular education teacher(s) for the current or upcoming school year have access to that student's IEP and are made aware of the location of other relevant materials (i.e., special education binder, MFE (Multi-Factored Evaluation), ETR (Evaluation Team Report) etc.).
- 5. Intervention specialists will be provided two (2) release days for the preparation of IEPs and up to two (2) additional release days for the preparation of alternative assessments, scholarship IEPs and/or evaluation team reports. All intervention specialists shall perform such services on release days on school premises. Additional days may be granted under special circumstances by the Administration.
- 6. Opportunities such as workshops/conferences shall be afforded to regular classroom teachers and intervention specialists responsible for implementing IEPs.
- 7. The administration shall communicate legal updates and other information regarding special education issues and procedures to all intervention specialists.
- K. <u>CLASS SIZE</u> Because class size ratios are important to the learning process, it is the intent of the Board to maintain the best ratios possible consistent with quality education.
- L. <u>HEALTH SERVICES</u> The Board may secure health care services through a contract with an outside health services provider; however, the Board shall maintain one (1) full-time nurse for the District assigned to the Riverside Campus.

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

M. REHIRING RETIREES

1. The District will accept and consider the employment applications from teachers retired under the State Teachers Retirement System if the applicants are eligible to be employed after retirement under Ohio law and STRS rules ("retired teachers"). Continuing contract status in any school district and previous performance evaluations are merely two of the many factors considered when evaluating the qualifications of a retired teacher. The District reserves the right to interview applicants as it decides and to hire the best applicants, in its sole judgment, for the available positions.

- 2. If hired, a retired teacher will be treated as a newly employed teacher, as further described by this Article. A retired teacher will not be required to complete any of the District's new teacher training programs or activities.
- 3. A successful applicant will be offered only a one-year limited employment agreement. The agreement automatically non-renews at the conclusion of the school year without the need for compliance with Ohio Revised Code §§3319.11, 3319.111, or any other legal or contractual requirement. The agreement may be renewed annually for additional one-year terms. The agreement can be terminated by either party, with or without cause, upon giving 30 days notice to the other party without need for compliance with Ohio Revised Code §§3319.11, 3319.16, or any other legal or contractual requirement. Retired teachers may be evaluated, as the District decides, but are not eligible for continuing contract status. The District reserves the right to hire, evaluate, non-renew, and/or renew retired teachers in its sole judgment.
- 4. For purposes of salary schedule placement, the retired teacher will be placed at the 0 step of his/her appropriate degree columnar placement and will move within the salary schedule as other teachers do. For the purpose of reduction in force, a retired teacher is a "Limited Contract Employee" with no seniority for the purpose of reductions in force, recall rights, or any other rights implicated by seniority.
- 5. A retired teacher will not be eligible to receive any medical, dental, healthcare, or other insurance coverage from the District provided the retired teacher is A reemployed retiree who is not eligible for eligible for Medicare Part B. Medicare Part B acknowledges that he/she may not be eligible to participate in the health insurance program offered by STRS as of January 1, 2009. In the event that a reemployed retiree elects to participate in the District's healthcare insurance program on or after January 1, 2009, his/her salary shall be reduced by the cost of the premiums for the reemployed retiree's participation in the District's healthcare plan. A retired teacher is not eligible to receive the medical insurance rebate under Article XIII. A retired teacher will not be eligible for sabbatical or general leave under Article XII of this Contract. A retired teacher will not be eligible to receive any payment upon non-renewal, discharge, or any other form of employment separation, including but not limited to any severance payment, payment for accrued but unused sick leave payment under Article XIII of this Contract, or any other benefit.
- 6. This Section specifically supersedes any provision of Ohio law to the contrary. This Section modifies and amends any provision of the Contract to the contrary.

N. HIGHLY QUALIFIED STATUS, CERTIFICATION/LICENSURE & PRAXIS

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

ARTICLE VII

STAFF DEVELOPMENT

A. <u>POST-BACCALAUREATE</u> - The Board shall adopt an academic incentive reimbursement plan covering the cost of six (6) semester credit hours not to exceed one thousand dollars (\$1,000) per member per year. There shall be budgeted no less than fifty thousand dollars (\$50,000) for this program.

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

- 1. All bargaining unit members who are employed by the Riverside Local Board of Education may apply, except as follows:
 - a. A member in the first year of employment must have had a contract renewed before applying.

- b. The Board, at its discretion, may approve an application from a first-year member who has demonstrated a need for immediate help, as recommended by the administration. The Board reserves the right to suggest courses of study.
- Post-baccalaureate and/or graduate coursework must be in an appropriate field
 of study consistent with the District's education goals. This includes coursework
 with a teacher present, Interactive Videoconference Distance Learning classes
 (IVDL), distance learning classes online, any means of electronically delivered
 courses, correspondence courses or any combination of these modes of
 learning.
- 3. Applications shall be made on the form (Appendix G) provided by the Board. Members may apply for an academic incentive reimbursement no later than September 30th for coursework completed during the preceding 12-month period ending on August 31st. Funds will be available on a "first come, first served" basis until the budget has been depleted. Failure to submit an application in accordance with the terms of this Section A. 3. waives a member's right to seek reimbursement at any other time.
- 4. Compensation will be at the actual cost of six (6) semester hours or a total not to exceed the limit set above.
 - a. At the time of application, the Member must submit an official transcript verifying that the work was successfully completed with a letter grade of B or better or "pass" in a "pass/fail" system and a receipt showing the cost of and payment for the coursework. Failure to submit an application in accordance with the terms of this Subsection A. 4. a. waives a member's right to apply for reimbursement at any other time.
 - b. The application shall relate to the coursework completed during the period of September 1st through August 31st immediately preceding the September 30th deadline described in Section A. 3. herein.
 - c. Payment will be made once a year on November 15th if the member returns to the system in September.
 - d. Each payment would be a one-time single payment and does not become a part of the annual salary.
- 5. Approval shall be subject to availability of funds.
- 6. Staff members required by the administration to have additional teaching certification(s) shall have said required hours, books and fees fully paid by the Board. (Not subject to the \$50,000 limit.)

- B. **ACADEMIC INCENTIVE PLAN** In addition to A, above, the Board academic incentive plan shall also conform to the following guidelines:
 - The applications submitted for approval for reimbursement under this program will be reviewed to determine whether the course work is in an appropriate and/or related field of study.
 - 2. The Superintendent will make the determination of whether the course work is appropriate and/or in a related field of study and select only those applications which meet his/her approval.
 - 3. In the event that the Board receives applications which, if approved, exceed the amount budgeted, applications will be approved on the basis of those persons who have never used or have gone the longest period since using the program being given first priority.
 - 4. In the event that the Board has more first priority applications which, if approved, exceed the amount budgeted, names of first priority applicants shall be placed in a container and drawn by a neutral party in the presence of the Superintendent, or designee, and Association President, or designee, until the applications of the number drawn would exhaust the amount budgeted.
 - 5. At any time the Board may, at its discretion, increase the amount budgeted and, thus, expand the number of first priority applications to be approved.
- C. <u>IN-SERVICE</u> When the Board plans in-service programs, it shall be done in conjunction with the LPDC. Once the members of the committees have been selected and have consented to serve, prior to the first meeting of said committee, the Board shall advise the Association, through its president, of the composition of the committee. The Association, at its option, may then name one (1) additional member to any such committee. Teachers shall be permitted one (1) hour during one (1) professional development day each school year to complete online compliance training; however, if the rated time for the online compliance training is six (6) hours or more, teachers shall be permitted an additional thirty (30) minutes to complete the online compliance training.

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

D. PROFESSIONAL IN-SERVICE: ALLOWABLE EXPENSES

1. Hotel expenses for an employee will be allowed if a conference lasts more than one day and is held more than 100 miles from the District.

- 2. Cost of meals for meals not covered by the meeting shall be allowed as follows:
 - a. Total daily maximum limit \$42.00: up to \$10 for breakfast, \$12 for lunch, and \$20 for dinner.
 - b. If conference extends until 4:30 p.m. or later, dinner will be reimbursed within the total daily maximum.
 - 3. Travel allowance shall be covered as follows:
 - a. By car: IRS mileage rate.
 - b. Train or airfare: Actual cost. Tickets and reservations to be obtained through Central Office.
 - c. Reimbursement for automobile travel beyond a four hundred (400) mile radius trip is subject to prior approval.
 - 4. All tips will be paid by the employee.
 - Registration fees shall be covered. When necessary the Board shall pay such fees in advance.
 - Expense account should be filed on forms (Appendix H) provided by the Board with the Treasurer no later than the second working day after returning to work. Expense account to be substantiated by hotel/motel receipts and receipted meal bills.
- 7. Application on Board-approved form to be submitted to the Superintendent no later than fifteen (15) days prior to the meeting for his/her consideration and approval. Such application must be accompanied by sufficient documentation to justify the attendance at the meeting.
- 8. Participants are encouraged to share the results of the meeting with their respective departments (secondary) and building staff (elementary).
- 9. This policy does not apply to in-service workshops or meetings held within the school district or within the Lake County School System.
- 10. Professional in-service meetings will be approved on the basis of available funds as approved by the Superintendent.
- 11. Bargaining unit members who travel within the district on behalf of the district will be eligible for mileage reimbursement upon submission of proper forms.
- E. <u>ATHLETIC LEAVE</u> Coaches may request athletic leave for the purpose of attending special events and/or athletic seminars/clinics, and they will receive all the privileges of Article VII, Section D., if approved by the Superintendent.

F. <u>PHYSICAL WELLNESS PROGRAM</u> - Current and retired employees and their spouses shall be eligible to use the field house facilities at no charge.

G. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. **MEMBERSHIP**

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

2. **COMMITTEE ORGANIZATION**

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

3. APPEALS PROCESS

- a. Appeals will be handled by the Lake County Educational Service Center.
- b. The ESC will keep a pool of teachers and administrators from all Lake County schools using the ESC for appeals. At the time an appeal is requested, the ESC will choose seven (7) members of the pool for a hearing board. At least one of the seven members will represent Riverside Local Schools. If the appeal is a teacher's, that member will be a teacher. If an administrator requests an appeal, the Riverside Local representative will be an administrator.
- c. The decision of the appeals board will be final and binding.
- H. <u>ADMINISTRATION EVALUATIONS</u> Annually, all administrators will design a document to obtain feedback from bargaining unit members on the performance of their administrative duties. Principals/Assistant Principals will distribute their document directly to teachers within their building. Central Office Administrators will provide the document to the RLEA President by April 1.

I. RESIDENT EDUCATOR PROGRAM

 The Ohio Resident Educator Program began in 2011, and is a comprehensive, four-year initiative to assist beginning teachers with mentoring and professional development as they start their education careers. The Resident Educator Program is designed to improve teacher retention, enhance teacher quality, and result in improved student achievement. The Ohio Resident Educator Program can be envisioned as a professional pathway to continued professional learning, leading educators to more effective practices and excellence in teaching. Ohio Revised Code 3319.223 and Ohio Administrative Code 3301-24-04 provide the basis for the Ohio Resident Educator Program and the requirement to successfully pass the Resident Educator Summative Assessment (RESA). When teachers successfully complete program requirements, including the RESA component, they become eligible for a professional teaching license. Teachers take the RESA in year 3 of the four-year program.

- 2. Meet the employment requirements for eligibility. To participate, resident educators must:
 - a. Be employed by an ODE-chartered educational entity, ODE or ODJFS licensed pre-school, Ohio correctional facility or a private educational agency located in Ohio;
 - b. Teach at least two classes or work at least 25% full-time equivalent in their area of licensure or in the area in which they hold a supplemental teaching license during the school year;
 - Be responsible for planning and delivering standards-based, preK-12 curriculum to students and evaluating their progress during the school year;
 - d. Will work during the school year for a minimum of 120 days as defined in Ohio Revised Code 3319.09, and
 - e. Be assigned an ODE-certified, trained mentor by their employer.
- 3. Program Participation Requirements for Resident Educators

Resident Educators work collaboratively with their Mentor to complete the RE Program requirements using self-assessment and goal setting, demonstrate use of authentic teacher work such as lesson planning, data analysis, assessment for reflection, and successfully complete the Resident Educator Summative Assessment (RESA) to advance to Professional Licensure.

Resident educators meet annual requirements, collaboratively with their Mentor, through discussions and feedback about:

- a. Self-assessment
- b. Goal-setting
- c. Instructional planning using authentic teacher work such as lesson plans and assessments
- d. Observations for learning
- e. Analysis of student learning using student work and assessments

- 4. Resident Educator Teacher (RET)
 - a. The Ohio Resident Educator Program is a four-year induction system of support and mentoring for new teachers. Successful completion of the residency program is required to qualify for a five-year professional educator license.
 - b. Program Eligibility Requirements for Resident Educators:
 - Possess the appropriate Ohio educator license. Individuals holding a Resident Educator or Alternative Resident Educator license participate in the Ohio Resident Educator Program. New Ohio teachers holding a one-year out-of-state educator license in Ohio may also participate. Individuals teaching career-technical courses under an alternative resident educator workforce development license are exempt from participating in the local Resident Educator Program.
 - Meet the employment requirements for eligibility.
- 5. Resident Educator Mentor Teacher / Facilitator (REM)
 - a. State-trained mentors provide ongoing instructional support to Resident Educators through differentiated mentoring models. To participate in the program as a mentor, individuals must meet the qualifications specified by the program. These include that mentors must:
 - Possess, or have previously held (for retired teachers), the fiveyear professional license;
 - Complete the district application process and be selected to serve;
 and
 - Attend, and successfully complete, RE Mentor Academy Day 1 and RE Mentor Academy Day 2.
 - b. Selection: Resident Educator Mentor Teachers will be selected and assigned by an administrator and designated RLEA members. The individuals will be comprised of two teachers approved by the RLEA Executive Committee and one administrator appointed by the Superintendent. Bargaining unit members who wish to serve as mentors will follow the procedures set forth by ODE and the Resident Educator Program. Whenever possible, REMTs will be assigned to RETs in the same building and grade level at the elementary level and, at the secondary level, to the same subject area.

- c. New mentors to the Resident Educator Program are required to successfully complete a face-to-face two-day mentor academy to receive mentor certification. Mentor training for new mentors begins in June. Registration is open in STARS; search keywords mentor academy, RE mentor academy, or RE mentor training.
 - Resident Educator Mentor Academy Day 1- This required one day training is Day 1 of the two day required Resident Educator Mentor Academy for the certification of all new mentors for the Resident Educator Program. Resident Educator Mentor Academy Day 1 replaces the former IM training.
 - Resident Educator Mentor Academy Day 2- This required one day training is Day 2 of the two day required Resident Educator Mentor Academy for the certification of all new mentors for the Resident Educator Program. Resident Educator Mentor Academy Day 2 replaces the former RE-1 training.
- d. For mentors trained prior to June 1, 2015, an online module titled Mentor Refresh is available which will update the mentor on program requirements and the Mentor Tool Kit. After successful completion of state-sponsored mentor training, mentors are matched with Resident Educators (REs) and are expected to provide standards-based mentoring support to REs.
- e. Changes reflected through the Ohio Department of Education regarding the RE Program will be reflected and updated throughout this language as required.
- f. Effective with the 2018-2019 school year, resident educators will have the option of taking RESA in year 2, or they may wait until year 3. Taking the assessment in year 2 allows teachers to complete the state-level program requirements in two years and leaves only teaching and local activities for program years 3 and 4.

6. Compensation:

a. REMs assigned to an RET shall be issued a supplemental contract for compensation at the rate of \$750 per RET per school year and RET shall be issued a supplemental contract for compensation at the rate of \$350 per school year paid by the Board of Education. This compensation shall be paid on June 30.

7. Teachers New to the District

a. For teachers new to the district who are not RETs, the building principal and head teacher will work together to devise a plan to help and guide the new teachers to a successful experience in Riverside Local Schools. When appropriate, teachers new to the district from more than one building can be brought together for a mentoring experience that would be of benefit to those teachers.

ARTICLE VIII

TEACHER APPRAISAL

This Article shall remain in full force for members of the RLEA bargaining unit who are not subject to the Ohio Teacher Evaluation System ("OTES") or the Ohio School Counselor Evaluation System ("OSCES"). Bargaining unit members subject to OTES or OSCES shall refer to the Memorandum of Understanding attached to this agreement.

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

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

the observation has the opportunity to write a rebuttal to the observation on the form received from the administrator, or to attach a rebuttal to the form and each of its copies. No new or additional observations shall be made by the administration until the previous written observation report has been received by the staff member.

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

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

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

- F. <u>PURPOSE</u> The primary purpose of observations and evaluations is to appraise and help the teacher.
- G. This Article specifically supersedes the relevant portions of O.R.C. 3319.11 and 3319.111, and all other portions thereof not specifically superseded remain in full force and effect.

- H. Any teacher receiving written notice of the intention of the Board not to reemploy him or her may, within ten (10) days of the date on which he or she received the notice, file with the treasurer a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher. Any teacher receiving a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher may, within five (5) days of the date on which he or she received the statement, file with the treasurer a written demand for a hearing before the Board of Education. Teachers shall have rights of appeal regarding this article to Common Pleas Court, according to the provisions of the Ohio Revised Code 3319.11.
- I. A teacher receiving a contract recommendation that is considered a conditional (extended limited contract with cause) must be observed at least five (5) times and evaluated at least twice during any school year in which the contract recommendation is made. Evaluations of a teacher must have a direct relationship to the teacher's observation report.
- J. A teacher is ineligible for continuing contract status (unless already attained elsewhere) until he/she has taught in this District for at least three (3) full school years. Teacher must submit a statement of eligibility for continuing contract in writing to the Superintendent no later than September 30 of his/her fourth year. A teacher seeking continuing contract status must be observed at least three (3) times prior to January 1 and at least two (2) times between the mid-year evaluation and the final evaluation.
- K. A teacher on continuing contract will maintain his/her rights under Ohio Revised Code Section 3319.16.
- L. The Evaluation Committee ("EC") shall consist of the Superintendent or designee, who shall be chair of the Committee, five (5) administrators appointed by the Superintendent, the Association President and five (5) bargaining unit members appointed by the Association President. The purpose of this twelve (12) member Committee shall be to revise the evaluation policies that comply with the Ohio Teacher Evaluation System and Ohio School Counselor Evaluation System models and frameworks for the evaluation of teachers and school counselors.
- M. Compensation of EC Members: Members of the EC shall be granted release time from their regular duties to attend meetings of the EC and to perform such other work as may be required by the EC. In the event that EC members shall perform work for the EC outside of the regular workday or professional development activities, said members shall receive the teacher substitution rate under Section F. of Article 13.
- N. Responsibilities of the EC: To make recommendations to the Superintendent regarding the design of the evaluation systems consistent with the Ohio Teacher Evaluation System and Ohio School Counselor Evaluation System frameworks and models and applicable law.

- O. All staff shall be trained in the evaluation processes, procedures and tools.
- P. All evaluators shall be trained and licensed as evaluators by the State of Ohio, and shall not be members of the bargaining unit.
- Q. If the EC fails to reach consensus after good-faith efforts, the Superintendent, RLEA President and their respective representatives shall engage the services of a mediator to resolve the matter. Any costs of mediation shall be paid equally by the parties.
- R. If mediation is unsuccessful or is not completed after good-faith efforts, the Superintendent shall have final decision-making authority.
- S. Inasmuch as the introductory paragraph of this Article provides that Paragraphs A. through G. and I. and J. no longer apply to members of the RLEA bargaining unit required to be evaluated under the OTES or OSCES, Paragraphs A. through G. and I. and J. of this Article shall be removed from the Agreement provided however: a) Paragraphs A. through G. and I. and J. of this Article shall be returned to the Agreement or a successor collective bargaining agreement between the parties in the event that OTES is abolished by Ohio law; (b) Paragraphs A. through G. and I. and J. of this Article shall be returned to the Agreement or a successor collective bargaining agreement between the parties in the event that OSCES is abolished by Ohio law; and (c) Paragraphs A. through G. and I. and J. of this Article shall apply to members of the RLEA bargaining unit who are not subject to OTES or OSCES. Paragraph H. of this Article shall remain in full force and effect unless modified as a result of future collective bargaining negotiations between the parties. To the extent that revision(s) to the Board's teacher evaluation policy under OTES and/or OSCES are necessary during the term of the Agreement, the evaluation committee as described and authorized in Paragraphs L. through R. of this Article shall be utilized.

ARTICLE IX

PERSONNEL FILE AND COMPLAINTS AGAINST TEACHERS

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

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

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

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

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

B. **COMPLAINTS AGAINST TEACHERS**

- 1. When parents or other individuals complain directly to an administrator or Board member about a member, the administrator or Board member shall make every reasonable effort to persuade the person making the complaint to first discuss the matter directly with the member, except in circumstances when it would be inappropriate for the member to handle the complaint or where law requires otherwise.
- 2. When a staff member receives a complaint, the staff member will make every reasonable effort to explain the matter and/or take appropriate action within his/her authority and district rules and regulations. The staff member may ask the principal or other appropriate administrator to be present during the member's conference with the person making the complaint.
- 3. When a parent or other individual is not satisfied with the member's efforts to resolve a complaint, he/she may take the matter up with the member's supervisor, who will attempt to include the member in the discussion with the parent or individual unless this clearly would be inappropriate. Thereafter, if the person making the complaint is still dissatisfied, the matter may be discussed with the appropriate central office administrator.

ARTICLE X

TRANSFERS AND VACANCIES

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

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

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

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

- B. <u>VOLUNTARY TRANSFERS</u> Members returning from leaves of absence, or members being recalled from the RIF list, may apply for such positions as described above by submitting a written request to the Superintendent. Such request will include the grade and/or subject area and/or building to which the member desires to be assigned in order of preference. Members requesting transfers or members returning from leave desiring to fill existing vacancies shall be afforded the opportunity of an interview with the Superintendent or his/her designee regarding such assignment. No member will be discriminated against as a result of requesting a transfer.
- C. <u>INVOLUNTARY TRANSFERS</u> The administration upon request shall provide the affected member written reasons for the transfer. Notice of involuntary transfer for the upcoming school year will be given to members prior to July 1 except as they relate to vacancies arising after July 10. The Superintendent or his/her designee will, upon request, afford said member an opportunity to discuss the proposed transfer. If, after making a good faith effort, the Superintendent or his/her designee has been unable to contact the employee, then notice of the transfer may be mailed. For the purposes of this Contract, involuntary transfer shall be defined as an unrequested change in a member's assignment and/or building.

ARTICLE XI

REDUCTION IN FORCE

A. When, for any of the following reasons, the Board decides that it will be necessary to reduce their staff, it may make a reasonable reduction: return to duty of regular teachers after leaves of absence including leaves provided pursuant to Ohio Revised Code 3314.10 Section (B), suspension of schools, territorial changes

affecting the district; financial reasons; and decreased enrollment of pupils in the District. In making any such reduction, the Board will proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference first to teachers on continuing contracts. The Superintendent shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

- B. Attrition, Reassignment and Suspension of Contracts The number of persons affected by a reduction in force will be kept to a minimum by not replacing teachers that resign, retire or are non-renewed on the basis of performance and by reassigning current teachers. However, if current teachers in the District do not possess the certification or qualifications for vacant positions, the position may be one that needs to be filled by a new teacher. Reductions not achieved through attrition will be made by first determining what positions or educational areas (i.e. teaching fields) will be reduced, and next by determining which individuals will be affected. Within each affected position or educational area (i.e., teaching field), reductions shall proceed as follows:
 - Teachers on limited contracts shall be reduced.
 - 2. If the reduction level is not satisfied by teachers on limited contracts, teachers on continuing contracts shall be reduced.
- C. On a case by case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual works a percentage of the time the employee otherwise would work and receives a commensurate percentage of the full compensation the teacher would otherwise receive under the contract.
- D. If a teacher has more than one area of certification/licensure and would be reduced from his/her current position under this Article, s/he may bump the least senior position in another area for which s/he holds certification.
- E. No teacher whose contract has been suspended pursuant to this Article shall lose the right of restoration to his/her previous contract status (either continuing or limited) by reason of having declined restoration to a position that is less than full-time or, if the teacher was not employed full-time just prior to lay-off, to a position requiring a lesser percentage of employment than the teacher last held while employed in the District.
- F. Notification of a Reduction in Force No less than thirty (30) calendar days prior to the effective date of a reduction in force, the administration shall give each affected teacher notice of suspension of his/her contract.
 - At least ten (10) calendar days prior to Board action on a recommended reduction in force, the Superintendent shall meet with the RLEA representative(s) to review the proposed reduction in force.

- G. Seniority and areas of certification will be applied as follows:
 - For the purposes of this contract, seniority shall mean the total years of continuous service with the Riverside Local Schools. Unpaid leaves or layoffs due to RIF do not count toward continuous service, though such leaves shall not otherwise break the continuous service time before and after such leaves.
 - Seniority shall be in all areas in which a member holds a valid teaching certificate/licensure. A person holding a continuing contract shall be deemed to have seniority over a person on a limited contract.
 - 2. All members shall be placed on a seniority list within their area or areas of certification/licensure. The restoration list shall be ongoing for those members with continuing contracts, except as otherwise provided herein and two (2)_years for those with limited contracts. A copy of the most recent seniority list shall be provided to the Association President as requested.
 - 3. Seniority shall be lost by a member upon termination, resignation, or retirement. Transfer to a position not covered by this bargaining unit shall not constitute a break in seniority if that member returns to a position covered by the bargaining unit.
 - 4. If two or more members have the same length of continuous service, then seniority will be determined by: (a) date of employment by Board; and then (b) date on which the members signed their contracts.
 - 5. A member once assigned to a position in the District shall not have the right to withdraw or drop said certification for the following school year.
- H. Members selected for non-renewal due to RIF shall immediately be placed on a RIF list. A member whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he or she is certified for the period specified in G., 2., above. No new members shall be employed by the Board while there are members on the RIF list who are certified/licensed for any opening of a teaching position.
- I. <u>REINSTATEMENT</u>. For the time periods established herein, "restoration rights" shall be granted to members who hold limited contracts. Seniority shall not be the basis for restoring a teacher, except when making a decision between teachers who have comparable evaluations. "Restoration rights" shall be defined for this Contract as the right to be offered a position within all the member's areas of certification before the position is filled by someone qualified who may have lesser seniority or by hiring a person not already employed by the Board.
- J. Notice of restoration shall be made by telephone and registered or certified mail to the last telephone number and last address given by the member to the administration. It shall be the responsibility of the member to keep the administration advised in writing of a telephone number and mailing address at which he or she can be reached.

Members who do not accept offers of restoration within ten (10) days of delivery, or attempted delivery, of the registered or certified letter from September 1 through July 10, and within three (3) days from July 11 through August 31, shall be deemed to have waived their restoration rights for the position in question. Between July 11 and through August 31, an additional method for communicating a restoration notice will be for members to call or visit the administrative office. A member shall have waived all restoration rights if, after being notified at least ten (10) days prior to July 10, the member does not accept a position offered for the following school year within ten (10) days of delivery of the notice of the available position. The Superintendent or designee and the RLEA President or designee shall discuss positions prior to restoration of RIF employees.

K. Members on the RIF list shall be given the opportunity to maintain all fringe benefits coverage at group rates at their expense. Payment will be made monthly to the Treasurer.

ARTICLE XII

LEAVES OF ABSENCE

Paid Leaves

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

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

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

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

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

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

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

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

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

mental disability resulting from an assault which occurred during the course of employment with the Board. A licensed physician must provide a statement supporting the claim.

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

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

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

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

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

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

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

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

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

The Board will pay hospitalization benefit costs, if requested by the member, during the length of the leave. Members may continue their group benefits not picked up by the Board for the duration of said leave providing they reimburse the Board for premium costs. Failure to forward premium at stipulated times may terminate this benefit unless otherwise agreed to by the Board. In any case the employee will remain liable for the due, but unpaid, premium.

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

Unpaid Leaves

- E. <u>MATERNITY/PATERNITY LEAVE</u> Leave without pay shall be granted members requesting maternity/paternity leave, which shall include adoption, in accordance with the provisions and procedures herein.
 - 1. If a member gives birth or adopts a child during the school year, the member may use unpaid maternity/paternity leave for the balance of the semester during which the birth or adoption occurs plus up to three (3) additional semesters. Members may only use maternity/paternity leave in semester increments and may only return to work at the beginning of the semester following the use of maternity/paternity leave. However, if a member has accrued sick leave, the member may use paid sick leave up to eight (8) weeks as the first eight (8) weeks of the maternity/paternity leave, unless the member's medical circumstances require the use of additional accrued paid sick leave. If any portion of this 8-week period occurs during summer recess, the member shall not be permitted to use this portion of the paid sick leave during the following school year.
 - 2. If a member gives birth or adopts a child during the summer recess, the member may use unpaid maternity/paternity leave up to four (4) semesters. Members may only use maternity/paternity leave in semester increments and may only return to work at the beginning of the semester following the use of maternity/paternity leave. If a member gives birth or adopts a child during the summer recess, the member shall not be permitted to use any paid sick leave as part of the maternity/paternity leave unless the member's medical condition qualifies for the use of paid sick leave.
 - 3. Members shall notify the Superintendent/designee at least forty-five (45) calendar days, or as soon as practicable, prior to the member's return to work date, where practicable. Failure to meet this timeline will result in a forfeiture of the leave rights provided herein.
 - 4. Any available leave under the Family & Medical Leave Act shall run concurrently with the leave provided under this section of Article XII.
 - 5. Requests for such leave shall be submitted at least thirty (30) days prior to the date on which the leave would be scheduled to begin, or as soon as the member becomes aware of the need, whichever is later, unless unusual conditions arise so that a licensed physician recommends the need for leave to commence sooner than the thirty (30) day period. Failure to meet these time lines will result in a forfeiture of the leave rights provided herein.
 - 6. When assigning a member who returns from leave, a reasonable effort will be made to provide that member with a substantially equivalent position.
 - 7. Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave provided they reimburse the Board for premium costs. Failure to forward premium at stipulated times will terminate this benefit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII

COMPENSATION AND BENEFITS

A. <u>BASE SALARY</u> - The B.A. minimum on the current index shall be \$38,341 effective the first workday of the 2018-2019 work year. This reflects a two percent (2.0%) increase over the previous year.

The B.A. minimum on the current index shall be \$39,108 effective the first workday of the 2019-2020 work year. This reflects a two percent (2.0%) increase over the previous year.

The B.A. minimum on the current index shall be \$39,890 effective the first workday of the 2020-2021 work year. This reflects a two percent (2.0%) increase over the previous year.

All bargaining unit members eligible for step movement and educational credit shall receive movement and compensation as set forth in the applicable schedules/contract language, and in accordance with the last step held during the previous work year.

B. BASE SALARY INDEX SCHEDULE

CERTIFIED STAFF SALARY SCHEDULE

SALARY INDEX

	B.A.	BA+9	BA+15	BA+24	M.A.	MA+9	MA+15	MA+30
		GR/HRS	GR/HRS	GR/HRS		GR/HRS	GR/HRS	GR/HRS
0	1.0000	1.0200	1.0400	1.0600	1.0800	1.1000	1.1200	1.1500
1	1.0400	1.0600	1.0800	1.1050	1.1350	1.1550	1.1790	1.2050
2	1.0800	1.1000	1.1200	1.1500	1.1900	1.2100	1.2300	1.2600
3	1.1200	1.1400	1.1600	1.1950	1.2450	1.2650	1.2850	1.3150
4	1.1600	1.1800	1.2000	1.2400	1.3000	1.3200	1.3400	1.3700
5	1.2000	1.2200	1.2400	1.2850	1.3550	1.3750	1.3950	1.4250
6	1.2500	1.2700	1.2900	1.3400	1.4150	1.4350	1.4550	1.4850
7	1.3000	1.3200	1.3400	1.3950	1.4750	1.4950	1.5150	1.5450
8	1.3500	1.3700	1.3900	1.4500	1.5350	1.5550	1.5750	1.6050
9	1.4000	1.4200	1.4400	1.5050	1.5950	1.6150	1.6350	1.6650
10	1.4500	1.4700	1.4900	1.5600	1.6550	1.6750	1.6950	1.7250
11	1.5100	1.5300	1.5500	1.6200	1.7200	1.7400	1.7600	1.7900
12	1.5700	1.5900	1.6100	1.6800	1.7850	1.8050	1.8250	1.8550
13	1.6300	1.6500	1.6700	1.7400	1.8500	1.8700	1.8900	1.9200
14	1.6900	1.7100	1.7300	1.8000	1.9150	1.9350	1.9550	1.9850
15	1.7500	1.7700	1.7900	1.8600	1.9800	2.0000	2.0200	2.0500
18	1.7750	1.7950	1.8150	1.8900	2.0100	2.0300	2.0500	2.0800
20	1.8000	1.8200	1.8400	1.9200	2.0450	2.0650	2.0850	2.1150
23	1.8500	1.8700	1.8900	1.9700	2.0950	2.1150	2.1350	2.1650
25	1.9000	1.9200	1.9400	2.0200	2.1450	2.1650	2.1850	2.2150

- C. <u>METHOD OF PAYMENT</u> Members shall be paid on a semi-monthly (24 pay) basis with the fifteenth (15th) and the thirtieth (30th) day of each month designated as payment dates except when the day falls on a weekend or holiday, in which case payment will be made on the last workday preceding such. Each member of the bargaining unit shall receive with his/her first pay in September a schedule of the payment dates for the remainder of the year.
- D. <u>SALARY COLUMN ADVANCEMENTS</u> Bargaining unit members may apply for salary column adjustments twice (2 times) during a school year. Applications will be accepted no later than the fourth Monday of September and the fourth Monday of January. Salary column adjustments will become effective the beginning of the school year by meeting the September application deadline and the beginning of the second semester by meeting the January application deadline. Payments should be made the month following Board of Education approval. Satisfactory evidence (official college transcripts only) must be on file in the Superintendent's office by the fourth Monday of September and the fourth Monday of January. These transcripts will be placed in the employee's personnel file.

E. PAYROLL DEDUCTIONS

 PROFESSIONAL DUES AND FEES – The Board will provide for applicable Association professional dues and fees to be deducted in twenty (20) installments from their paychecks. Money will be forwarded to the treasurer of the Association monthly.

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

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

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

- 2. **OTHER DEDUCTIONS** In addition to payroll deductions required by law and dues and fees, as above, for the Association, the Board Treasurer shall make payroll deductions properly authorized by the member for the following purposes:
 - a. Credit Union
 - b. Tax Sheltered Annuities under a 403(b)/457 plan*
 - c. Fund for Children and Public Education (FCPE)

- d. Scholarship
- e. Additional medical and disability-related insurance as authorized by the Board
- f. Contributions to Board operating levies
- g. Other legal deductions approved by the Board Treasurer

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

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

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

The District will comply in all respects with applicable law and regulations relating to the 403(b)/457 tax-sheltered annuity plans regardless of any provision herein.

- F. TEACHER SUBSTITUTION COMPENSATION Each secondary teacher shall be guaranteed a daily conference/planning period. Bargaining unit members can be assigned a duty instead of conference/planning period in case of an emergency. Neither the time before the first scheduled student instruction or assignment in the morning nor the time after student dismissal shall be counted as conference/planning period time; nor shall any time used for student supervision be so counted. With the exception of homeroom/duty assignment (a.m., p.m.), the Board shall pay a teacher .000605 of the base salary, rounded up to the nearest tenth of one dollar, per occurrence, when a teacher supervises or teaches another teacher's student(s) for a class period or portion thereof (Appendix M). Each principal will make an effort not to place another teacher's students under the supervision or teaching of another teacher. Where such supervision/placement is the result of a cooperative effort between teachers, such compensation need not be paid.
- G. <u>SUMMER SCHOOL</u> Summer school teachers shall be paid the equivalent of .0007286 of the base per hour.

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

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

Summer school program seniority shall be defined as:

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

H. **SEVERANCE PAY**

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

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

- a. The employee becomes eligible for receipt of benefits from the State Teachers Retirement System at the time the employee terminates employment with the Riverside Local Schools, or
- b. The employee leaves the teaching profession when his or her employment with the Riverside Local Schools terminates, has ten (10) years of service, and is fifty-five (55) years of age or older.
- I. <u>STRS PICKUP</u> The Board shall in accordance with STRS and IRS guidelines pay the employee's contribution to STRS by effecting a uniform salary reduction. In order, however, that published salary schedules accurately depict the Board's salary obligations pursuant to this Agreement, all schedules shall set forth the salary which would be in effect but for this STRS provision together with a legend setting forth the fact that there has been a uniform reduction in order to achieve this benefit.
- J. HOSPITALIZATION/ PHYSICIAN, PRESCRIPTION, DENTAL AND VISION The Board shall provide hospitalization/physician, dental and vision insurance policies for employees and their spouses and dependent children, provided that the employee complies with the terms of the policy and the insurance companies' procedures concerning matters such as eligibility and enrollment.

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

- 1. All eligible employees shall be entitled to participate in one of the following healthcare (medical and prescription drug) plans: Lake County Schools Council Standard Plan Nos. 1, 2, 3 or the Bronze Plan (attached).
- 2. The Lake County Schools Council Standard Plan Nos. 1, 2, 3, and the Bronze Plan shall be the only healthcare plans (medical and Rx) offered by the District.
- 3. The employee's monthly contribution for the Lake County Schools Council Standard Plan No. 1 shall be ten percent (10%) of the cost of either single or family coverage.
- 4. The employee's monthly contribution for the Lake County Schools Council Standard Plan No. 2 shall be thirteen percent (13%) of the cost of either single or family coverage.
- 5. The employee's monthly contribution for the Lake County Schools Council Standard Plan No. 3 shall be twenty three percent (23%) of the cost of either single or family coverage.
- 6. The employee's monthly contribution for the Lake County Schools Council Standard Plan Bronze Plan shall be zero.
- 7. The employee monthly contribution toward the cost of dental and vision coverage (single or family) shall be ten dollars (\$10.00) per month.
- 8. The Board will provide a Section 125 Tax Plan for members of the bargaining unit for the duration of this contract agreement. This Plan may include medical premiums, dependent care, and unreimbursed medical expenses.
- 9. When two members of the same family are employed by the Board, only one is eligible for family coverage, provided that no dependent shall be deprived of coverage by nature of this provision. This section shall not preclude the spouse from receiving the medical insurance rebate. The rebate to a spouse shall be paid at the single rate. The District retains the right to convert a family health insurance plan covering two married bargaining unit members to two single health insurance plans as long as the bargaining unit members suffer no economic loss. The bargaining unit member will be informed prior to the conversion. Bargaining unit members shall contribute to the total cost of the medical (hospitalization/physician) and prescription drug premiums based on rates set forth herein in sections 1 and 2. In no event will the members contribute combined more than the amount stated for one (1) family plan.

- 10. <u>ENROLLMENT</u> Open enrollment shall occur May 15th through June 15th of each year. Carriers must be elected during this period with an effective date of July 1st. Changes in the amount of employee contributions will be calculated and made effective each July 1 annually. New members of the bargaining unit must apply for coverage within thirty (30) days of the first day of employment.
- 11. The Board shall have the right to select the insurance carrier it chooses to provide its insurance programs provided that the level of benefits remain the same or better.
- K. <u>MEDICAL INSURANCE REBATE</u> Once yearly, members of the bargaining unit shall have the option to participate in any or all insurance benefits. If a bargaining unit member elects not to receive a specific insurance benefit for a full year of the contract, he/she shall receive a rebate for the benefit according to the following:

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

It is the bargaining unit member's responsibility to inform the District Treasurer by email no later than June 15th (of the end of the enrollment period) of each contract year of the selected insurance rebate. Failure to notify the Treasurer by email no later than June 15th (of the end of the enrollment period) of each contract year of the selected insurance rebate shall result in a waiver of any right to receive this insurance rebate. New employees hired after June 15th for the full school year are eligible to receive the rebate provided they elect the rebate within thirty (30) days of the first day of employment. New employees hired after the start of the school year are eligible to receive a prorated rebate provided they elect the rebate within thirty (30) days of the first day of employment.

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

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

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

M. MOTOR VEHICLE REPORTS

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

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

N. **INCENTIVE PLAN FOR EARLY RETIREMENT**

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

2. AGE AND STRS ELIGIBILITY FOR BENEFITS

- a. A bargaining unit member will be eligible to participate in the Plan provided the member begins an STRS service retirement no sooner than the end of the school year and no later than September 1 following the contract year in which the member first reaches 33 years of STRS service credit (or 32 years of STRS service credit for retirement dates from August 1, 2017 through July 1, 2019); or
- b. Inasmuch as some members start their careers later in life than others, these members may not be able to amass 33 years of STRS service credit (or 32 years of STRS service credit for retirement dates from August 1, 2017 through July 1, 2019). Such members shall be eligible to participate in the Plan provided they begin an STRS service retirement no sooner than the end of the school year and no later than September 1 following the contract year in which one of the following eligibility levels is met, whichever occurs first:
 - (1) The member first reaches 55 years of age with 28 years of service (or 55 years of age with 27 years of STRS service credit for retirement dates from August 1, 2017 through July 1, 2019) prior to 12:01 a.m. on the first full teacher workday of the following contract year or first reaches 28 years of service at or over the age of 55 (or 55 years of age with 27 years of STRS service credit for retirement dates from August 1, 2017 through July 1, 2019).

(2) The member first reaches 60 years of age (or turns 61 between June 1 and August 31 of the current contract year) and has at least five years of STRS service credit with at least 5 years of STRS service credit but less than 28 years of STRS service credit (or 27 years of STRS service credit for retirement dates from August 1, 2017 through July 1, 2019).

A member's failure to participate under (1) or (2) will not disqualify them from the Plan provided they retire when they first reach 33 years of STRS service credit (or 32 years of STRS service credit for retirement dates from August 1, 2017 through July 1, 2019).

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

O. SPECIAL PAY PLAN

- Severance pay for unused sick days at the time of retirement per Article XIII

 (H) and the payment under the Incentive Plan for Early Retirement pay per Article XIII (N) will be paid as Employer Contributions to the Riverside Local Schools 403(b) Plan Special Pay Plan.
- 2. Participation in the Riverside Local Schools 403(b) Plan Special Pay Plan is mandatory for all retiring RLEA unit members as required by the Internal Revenue Code to be eligible for the favorable contribution limits for deferrals.
- 3. As required by Internal Revenue Code, all employer contributions for the payments listed above will be made into one group annuity. The group annuity will be VOYA or such other comparable entity. Retiring unit members will establish a Special Pay Plan account with VOYA prior to the last day of work in the year they are retiring. The employer contributions will be made in accordance with IRC Section 415 limits and 403(b) Special Pay Plan requirements as stated above. The employer contributions will be deposited into the retiring unit member individual accounts established at VOYA. After the initial contribution, the RLEA unit member can rollover or cash out their respective account at their discretion. If a retiring unit member dies prior to the contribution or during the contribution period, the contribution shall nevertheless be paid to the VOYA Special Pay Plan and then the VOYA account will distribute the contribution to the Beneficiary listed on the VOYA Special Pay Plan account application.

- 4. All contributions to the 403(b) Plan, deferrals to a TSA, and cash payments will be subject to reductions for any tax withholding or other withholding required by law. Neither the Board nor the Association guarantee any tax results associated with the 403(b) Plan or deferrals or cash payments to a unit member.
- 5. Payments may be made the following January after the date of retirement to utilize a new tax year and contribution limits if necessary under IRS standards. The Treasurer may utilize payments in December and January to maximize the deferral limits to a favorable situation for the retiree. This also allows the retiree to maximize employee contribution limits in their final year of service with the District.
- P. <u>TUTORS</u> Title I and Intervention tutors will be paid hourly according to the negotiated rate for tutors (.000605 of base salary). Title I and Intervention tutors will receive paid planning time commensurate with that of elementary classroom teachers. Benefits will be paid according to Section B of Article VI. In the event of a reduction in force of any tutor, the member in the tutor assignment shall not be eligible to displace or otherwise assume any position in the bargaining unit other than tutor provided the applicable provisions of Article XI's reduction in force are satisfied. Tutors are not eligible to attain continuing contract status.

ARTICLE XIV

SUPPLEMENTAL CONTRACTS

- A. <u>METHOD OF PAYMENT</u> At the request of the person holding a supplemental contract, supplemental salaries shall be paid according to one of the two (2) following plans:
 - 1. After the member has completed his/her supplemental contract's obligations, members who desire their supplemental contracts to be paid on a lump sum basis shall complete and submit the Supplemental Completion Verification form to the Treasurer's Office. The Treasurer's Office shall review the forms for accuracy and issue lump sum payment within two pay periods after the verification by the Treasurer's Office.
 - Members electing installment payments of their supplemental contracts shall complete and submit a supplemental completion verification form to the Treasurer's Office after completing his/her supplemental contract obligations. Supplemental salaries shall be paid in twenty-four (24) equal installments combined with regular earnings.

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

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

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

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

Except as otherwise provided in Revised Code 3313.53, no one outside the recognized bargaining unit shall be hired for a supplemental salary position unless there is no qualified candidate within the bargaining unit who has applied for the position. Any vacancy in the position(s) of Varsity Head Baseball Coach, Varsity Head Basketball Coach, Varsity Head Football Coach, and Varsity Head Track Coach may be occupied by one from outside the recognized bargaining unit if no bargaining unit member Assistant Varsity Coach, within the above identified sports, applies for a vacant varsity head coach position. Other bargaining unit member(s) may apply for any vacant varsity head coach position, within the above-identified sports, and said application shall not be arbitrarily or unreasonably denied.

- C. <u>SCHEDULE</u> Holders of supplemental contracts shall be compensated in accordance with the above provisions and at their respective index factors as such factors are found in the Supplemental Contract Index Schedule, Appendix B, hereto.
- D. ASSISTANTS FOR ATHLETIC CONTESTS (JUNIOR, MIDDLE AND SENIOR HIGH SCHOOLS) All positions will be filled on a tri-seasonal basis. All positions will be posted at least six (6) weeks before the start of the season and filled between the second and third weeks prior to the start of the season. These positions shall be filled subject to the following stipulations in the order stated below:

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

E. JOB DESCRIPTIONS AND EVALUATION

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

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

F. RE-EMPLOYMENT OF SUPPLEMENTAL CONTRACTS

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

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

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

ARTICLE XV

RIVERSIDE CAMPUS SCHEDULE

- 1. The teaching schedule shall include a 30-minute uninterrupted lunch period. Teachers shall have no less than 205 minutes of planning time per regular work week. Each regular workday shall include not less than twenty (20) minutes of uninterrupted planning time.
- 2. When reasonably possible, assignment of members required to travel between buildings shall be pursuant to seniority in areas of certification.

- 3. No bargaining unit member shall have more than three (3) separate subject preparations during a regular school day (excluding art, industrial arts, life studies, music, physical education or special education). However, a member may have more than three (3) separate subject preparations as long as the schedule of the member includes additional planning time equivalent to 205 minutes per regular work week.
- 4. It is not the intention of the administration to increase the teacher's average student workload by implementing a schedule.
- 5. A bargaining unit member requested to substitute during his/her duty periods shall be assigned by seniority on a rotating basis (least senior first, etc.).
- 6. Time will be built into the master schedule to allow one meeting per week with administrators and department chairs and one meeting per week for team/department meetings however, if the school day is shortened, one meeting (team/department only) will occur per week during the workday.
- 7. There will be department heads whose schedules will be no less than one (1) preparation period and one (1) department head period per day or 205 minutes of planning time per regular work week and 205 minutes of department head time per regular work week.
- 8. The RLEA President shall have two (2) scheduled preparation periods per day, or 205 minutes of planning time per regular work week and 205 minutes of RLEA time per regular work week, the time of which will be by agreement of the RLEA President and the building principal. In the event that the RLEA President is also a department head, the RLEA President shall designate who will be assigned the RLEA preparation period.
- 9. If there are changes to the block schedule at the Riverside Campus in the future, the parties shall convene the Schedule Committee for the Riverside Campus ("SCRC") subject to the following:
 - a. The SCRC shall be comprised of 4 administrators appointed by the Superintendent and 4 bargaining unit members assigned to work at the Riverside Campus appointed by the RLEA President.
 - b. The Superintendent and RLEA President shall not be members of the SCRC.
 - c. The SCRC may make a recommendation, in a timely manner regarding the design of a new schedule for the Riverside Campus.
 - d. The SCRC shall address the need to modify the requirements of Subsections 6 and 7 herein and Section I of Article VI, in the event of a different schedule. In order to modify any requirement of subsection 6, subsection 7, and/or Section I of Article VI, the SCRC must have met consensus. The Superintendent shall not

- have the authority to modify the requirements of subsection 6 and/or 7 or Section I of Article VI.
- e. If the SCRC fails to reach consensus after good-faith efforts, the Superintendent, RLEA President and their respective representatives shall engage the services of a mediator to resolve the matter. Any costs of mediation shall be paid equally by the parties.
- f. If mediation is unsuccessful and only after good faith efforts, the Superintendent shall have final decision-making authority.

ARTICLE XVI

LAMUTH MIDDLE SCHOOL SCHEDULE

- 1. The teaching schedule shall include a 30-minute uninterrupted lunch period. Teachers shall have no less than 200 minutes of planning time per regular work week. Each regular workday shall include not less than twenty (20) minutes of uninterrupted planning time.
- 2. No bargaining unit member shall have more than three (3) separate subject preparations during a regular school day (excluding art, technology, life studies, music, physical education or special education). However, a member may have more than three (3) separate subject preparations as long as the schedule of the member includes additional planning time equivalent to 200 minutes per regular work week.
- 3. It is not the intention of the administration to increase the teacher's average student workload by implementing a schedule.
- 4. Time will be built into the master schedule to allow at least one meeting per week for team/department meetings however, if the school day is shortened, one meeting (team/department only) will occur per week during the workday.
- 5. If the RLEA President should be a teacher at LaMuth, the President shall meet with the building administrator to mutually determine a schedule providing the president with additional uninterrupted time in their schedule for RLEA duties equivalent to that of one (1) plan period per day. The parties shall convene the Schedule Committee for the LaMuth Campus ("SCL") in the event that any changes to the schedule are being considered.
 - a. The SCL shall be comprised of up to 4 administrators appointed by the Superintendent and up to 4 bargaining unit members one of which shall be a guidance counselor assigned to work at the LaMuth appointed by the RLEA President.
 - b. The Superintendent and RLEA President shall not be members of the SCL.

- c. The SCL may make a recommendation in a timely manner regarding the design of a new schedule for LaMuth Middle School.
- d. The SCL must have met consensus. The Superintendent shall not have the authority to modify the requirements of subsection 6 and/or 7 or Section I of Article VI.
- e. If the SCL fails to reach consensus after good-faith efforts, the Superintendent, RLEA President and their respective representatives shall engage the services of a mediator to resolve the matter. Any costs of mediation shall be paid equally by the parties.
- f. If mediation is unsuccessful and only after good faith efforts, the Superintendent shall have final decision making authority.

ARTICLE XVII

ELEMENTARY SCHOOLS SCHEDULE

- 1. It is not the intention of the administration to increase the teacher's average student workload by implementing a schedule.
- 2. Time will be built into the workday to allow for grade level or department meetings, and the frequency of these meetings will be determined prior to the start of the school year by the Superintendent/designee and the Association President/designee.
- 3. If the RLEA President should be a teacher at an elementary school, the President shall meet with the building administrator to mutually determine a schedule providing the president with additional uninterrupted time in their schedule for RLEA duties equivalent to that of one (1) plan period per day.
- 4. The parties shall convene the Schedule Committee for the Elementary Schools ("SCE") in the event that any changes to the schedule are being considered.
 - a. The SCE shall be comprised of 4 administrators appointed by the Superintendent and 4 bargaining unit members appointed by the RLEA President. All buildings shall be represented on the committee.
 - b. The Superintendent and RLEA President shall not be members of the SCE.
 - c. The SCE may make a recommendation in a timely manner regarding the design of a new schedule for the elementary schools.
 - d. The SCE must have met consensus.

- e. If the SCE fails to reach consensus after good-faith efforts, the Superintendent, RLEA President and their respective representatives shall engage the services of a mediator to resolve the matter. Any costs of mediation shall be paid equally by the parties.
- f. If mediation is unsuccessful and only after good faith efforts, the Superintendent shall have final decision making authority.

ARTICLE XVIII

CCP COURSES

- A. <u>ASSIGNMENT AND COMPENSATION</u> Those teachers participating in CCP shall be members of the Riverside Local Education Association; however, in the absence of a qualified or interested bargaining unit member, the District may use outside personnel to teach CCP courses provided that it does not result in reduction in force. Bargaining members participating in CCP will receive a stipend equivalent to 1% of the base salary as defined in Article XIII section A of the negotiated agreement for each separate CCP class taught.
- B. **PLANNING TIME** Each separate CCP subject shall be considered a "preparation" and subject to Article XV Section 3 of the negotiated agreement.
- C. <u>OBSERVATION</u> Observations conducted by College/University staff for the purposes of meeting College Credit Plus requirements will not be used for the teacher's OTES evaluation.
- D. <u>PERSONNEL FILE</u> A bargaining unit member choosing to have material generated by the College/University staff included in his/her personnel file may do so by sending a letter of request to the superintendent.
- E. **SCHEDULE** Supervision/instruction of CCP courses are expected to take place per the adopted Riverside Local School District calendar.

ARTICLE XIX

GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

C. GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

ARTICLE XX

DURATION, FORM, AND EFFECT

- A. <u>DURATION</u> This Contract shall take full effect with the first workday of the 2018-2019 teacher contract year, and shall remain in effect until 12:01 a.m. on the first full teacher workday in the 2021-2022 teacher contract year.
- B. <u>FORM</u> This Contract shall be entitled "Contract Between the Riverside Local Education Association and the Riverside Local Board of Education." It shall be printed in a professional manner along with a table of contents.
- C. <u>EFFECT OF CONTRACT</u> The parties acknowledge that during the negotiations that resulted in this Contract, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the parties' entire understanding and agreement resulted from the exercise of that right and opportunity. The parties agree that this Contract contains all of the terms and conditions which have been negotiated between the Riverside Local Board of Education and the Riverside Local Education Association and that neither "past practice" nor "Board Policy" are incorporated herein. Therefore, the Board and the Association agree that they shall not be obligated to negotiate with each other for the entire term of this Contract.

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

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

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

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

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

For the Board of Education of the Riverside Local School District:

Board President

Superintendent

Treasurer

For the Riverside Local Education Association:

RLEA President

RLEA Negotiations Chairperson

OEA Labor Relations Consultant

APPENDIX A-1 CERTIFIED STAFF SALARY SCHEDULE

2018 -2019 School Year / Base \$38,341								
Step	BA	BA+9	BA+15	BA+24	MA	MA+9	MA+15	MA+30
0	38,341	39,108	39,875	40,641	41,408	42,175	42,942	44,092
1	39,875	40,641	41,408	42,367	43,517	44,284	45,204	46,201
2	41,408	42,175	42,942	44,092	45,626	46,393	47,159	48,310
3	42,942	43,709	44,476	45,817	47,735	48,501	49,268	50,418
4	44,476	45,242	46,009	47,543	49,843	50,610	51,377	52,527
5	46,009	46,776	47,543	49,268	51,952	52,719	53,486	54,636
6	47,926	48,693	49,460	51,377	54,253	55,019	55,786	56,936
7	49,843	50,610	51,377	53,486	56,553	57,320	58,087	59,237
8	51,760	52,527	53,294	55,594	58,853	59,620	60,387	61,537
9	53,677	54,444	55,211	57,703	61,154	61,921	62,688	63,838
10	55,594	56,361	57,128	59,812	63,454	64,221	64,988	66,138
11	57,895	58,662	59,429	62,112	65,947	66,713	67,480	68,630
12	60,195	60,962	61,729	64,413	68,439	69,206	69,972	71,123
13	62,496	63,263	64,029	66,713	70,931	71,698	72,464	73,615
14	64,796	65,563	66,330	69,014	73,423	74,190	74,957	76,107
15	67,097	67,864	68,630	71,314	75,915	76,682	77,449	78,599
16	67,097	67,864	68,630	71,314	75,915	76,682	77,449	78,599
17	67,097	67,864	68,630	71,314	75,915	76,682	77,449	78,599
18	68,055	68,822	69,589	72,464	77,065	77,832	78,599	79,749
19	68,055	68,822	69,589	72,464	77,065	77,832	78,599	79,749
20	69,014	69,781	70,547	73,615	78,407	79,174	79,941	81,091
21	69,014	69,781	70,547	73,615	78,407	79,174	79,941	81,091
22	69,014	69,781	70,547	73,615	78,407	79,174	79,941	81,091
23	70,931	71,698	72,464	75,532	80,324	81,091	81,858	83,008
24	70,931	71,698	72,464	75,532	80,324	81,091	81,858	83,008
25	72,848	73,615	74,382	77,449	82,241	83,008	83,775	84,925
26	72,848	73,615	74,382	77,449	82,241	83,008	83,775	84,925
27	72,848	73,615	74,382	77,449	82,241	83,008	83,775	84,925
28	72,848	73,615	74,382	77,449	82,241	83,008	83,775	84,925
29	72,848	73,615	74,382	77,449	82,241	83,008	83,775	84,925
30	72,848	73,615	74,382	77,449	82,241	83,008	83,775	84,925

APPENDIX A-2 CERTIFIED STAFF SALARY SCHEDULE

	2019 – 2020 School Year / \$39,108									
Step	BA	BA+9	BA+15	BA+24	MA	MA+9	MA+15	MA+30		
0	39,108	39,890	40,672	41,454	42,237	43,019	43,801	44,974		
1	40,672	41,454	42,237	43,214	44,388	45,170	46,108	47,125		
2	42,237	43,019	43,801	44,974	46,539	47,321	48,103	49,276		
3	43,801	44,583	45,365	46,734	48,689	49,472	50,254	51,427		
4	45,365	46,147	46,930	48,494	50,840	51,623	52,405	53,578		
5	46,930	47,712	48,494	50,254	52,991	53,774	54,556	55,729		
6	48,885	49,667	50,449	52,405	55,338	56,120	56,902	58,075		
7	50,840	51,623	52,405	54,556	57,684	58,466	59,249	60,422		
8	52,796	53,578	54,360	56,707	60,031	60,813	61,595	62,768		
9	54,751	55,533	56,316	58,858	62,377	63,159	63,942	65,115		
10	56,707	57,489	58,271	61,008	64,724	65,506	66,288	67,461		
11	59,053	59,835	60,617	63,355	67,266	68,048	68,830	70,003		
12	61,400	62,182	62,964	65,701	69,808	70,590	71,372	72,545		
13	63,746	64,528	65,310	68,048	72,350	73,132	73,914	75,087		
14	66,093	66,875	67,657	70,394	74,892	75,674	76,456	77,629		
15	68,439	69,221	70,003	72,741	77,434	78,216	78,998	80,171		
16	68,439	69,221	70,003	72,741	77,434	78,216	78,998	80,171		
17	68,439	69,221	70,003	72,741	77,434	78,216	78,998	80,171		
18	69,417	70,199	70,981	73,914	78,607	79,389	80,171	81,345		
19	69,417	70,199	70,981	73,914	78,607	79,389	80,171	81,345		
20	70,394	71,177	71,959	75,087	79,976	80,758	81,540	82,713		
21	70,394	71,177	71,959	75,087	79,976	80,758	81,540	82,713		
22	70,394	71,177	71,959	75,087	79,976	80,758	81,540	82,713		
23	72,350	73,132	73,914	77,043	81,931	82,713	83,496	84,669		
24	72,350	73,132	73,914	77,043	81,931	82,713	83,496	84,669		
25	74,305	75,087	75,870	78,998	83,887	84,669	85,451	86,624		
26	74,305	75,087	75,870	78,998	83,887	84,669	85,451	86,624		
27	74,305	75,087	75,870	78,998	83,887	84,669	85,451	86,624		
28	74,305	75,087	75,870	78,998	83,887	84,669	85,451	86,624		
29	74,305	75,087	75,870	78,998	83,887	84,669	85,451	86,624		
30	74,305	75,087	75,870	78,998	83,887	84,669	85,451	86,624		

APPENDIX A-3 CERTIFIED STAFF SALARY SCHEDULE

2020 – 2021 School Year / \$39,890								
Step	BA	BA+9	BA+15	BA+24	MA	MA+9	MA+15	MA+30
0	39,890	40,688	41,486	42,283	43,081	43,879	44,677	45,874
1	41,486	42,283	43,081	44,078	45,275	46,073	47,030	48,067
2	43,081	43,879	44,677	45,874	47,469	48,267	49,065	50,261
3	44,677	45,475	46,272	47,669	49,663	50,461	51,259	52,455
4	46,272	47,070	47,868	49,464	51,857	52,655	53,453	54,649
5	47,868	48,666	49,464	51,259	54,051	54,849	55,647	56,843
6	49,863	50,660	51,458	53,453	56,444	57,242	58,040	59,237
7	51,857	52,655	53,453	55,647	58,838	59,636	60,433	61,630
8	53,852	54,649	55,447	57,841	61,231	62,029	62,827	64,023
9	55,846	56,644	57,442	60,034	63,625	64,422	65,220	66,417
10	57,841	58,638	59,436	62,228	66,018	66,816	67,614	68,810
11	60,234	61,032	61,830	64,622	68,611	69,409	70,206	71,403
12	62,627	63,425	64,223	67,015	71,204	72,001	72,799	73,996
13	65,021	65,819	66,616	69,409	73,797	74,594	75,392	76,589
14	67,414	68,212	69,010	71,802	76,389	77,187	77,985	79,182
15	69,808	70,605	71,403	74,195	78,982	79,780	80,578	81,775
16	69,808	70,605	71,403	74,195	78,982	79,780	80,578	81,775
17	69,808	70,605	71,403	74,195	78,982	79,780	80,578	81,775
18	70,805	71,603	72,400	75,392	80,179	80,977	81,775	82,971
19	70,805	71,603	72,400	75,392	80,179	80,977	81,775	82,971
20	71,802	72,600	73,398	76,589	81,575	82,373	83,171	84,367
21	71,802	72,600	73,398	76,589	81,575	82,373	83,171	84,367
22	71,802	72,600	73,398	76,589	81,575	82,373	83,171	84,367
23	73,797	74,594	75,392	78,583	83,570	84,367	85,165	86,362
24	73,797	74,594	75,392	78,583	83,570	84,367	85,165	86,362
25	75,791	76,589	77,387	80,578	85,564	86,362	87,160	88,356
26	75,791	76,589	77,387	80,578	85,564	86,362	87,160	88,356
27	75,791	76,589	77,387	80,578	85,564	86,362	87,160	88,356
28	75,791	76,589	77,387	80,578	85,564	86,362	87,160	88,356
29	75,791	76,589	77,387	80,578	85,564	86,362	87,160	88,356
30	75,791	76,589	77,387	80,578	85,564	86,362	87,160	88,356

APPENDIX B

SUPPLEMENTAL SALARY SCHEDULE

The following positions, when filled by the Board, shall be subject to compensation via supplemental contract. Indexes given shall be used to determine the amount of compensation for a given contract by multiplying the applicable index times the district's base salary for that contract year. A bargaining unit member with supplemental contract who was not granted experience credit under this Section B. of Article XIV due the parties' prior agreement to freeze supplemental contract steps shall be awarded such experience credit and placed at the appropriate supplemental contract step for the 2018-2019 contract year; however, no retroactive adjustment of any kind shall be permitted.

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

VOLLEYBALL Head Varsity Assistant (2) Ninth Grade (1) Seventh and Eighth Grade (2)	0.1150 0.0958 0.0767 0.0671	0.1342 0.1150 0.0862 0.0767	0.1534 0.1342 0.0958 0.0862
SOCCER Head - Boys Head - Girls Varsity Assistant (2) (1 Boys / 1 Girls) Seventh and Eighth Grade (1)	0.0958 0.0958 0.0767 0.0671	0.1150 0.1150 0.0958 0.0767	0.1342 0.1342 0.1150 0.0862
CROSS COUNTRY Head - Boys Head - Girls Seventh and Eighth Grade (1)	0.0958 0.0958 0.0671	0.1150 0.1150 0.0767	0.1342 0.1342 0.0862
GOLF Head Varsity Assistant (1)	0.0958 0.0767	0.1150 0.0862	0.1342 0.0958
SWIMMING Head Assistant (1)	0.0958 0.0767	0.1150 0.0862	0.1342 0.0958
TENNIS Head - Boys Head - Girls	0.0958 0.0958	0.1150 0.1150	0.1342 0.1342
DANCE TEAM	0.0671	0.0767	0.0862
CHEERLEADERS Football/Basketball Wrestling Wrestlerettes Ninth Grade Eighth Grade Seventh Grade	0.1150 0.0287 0.0383 0.0383 0.0383	0.1342 0.0383 0.0479 0.0479 0.0479	0.1534 0.0479 0.0575 0.0575 0.0575
MAJORETTES	0.0671	0.0767	0.0862
FLAG CORPS	0.0671	0.0767	0.0862
MARCHING BAND High School First Assistant Second Assistant Third Assistant	0.0958 0.0287 0.0287 0.0287	0.1150 0.0383 0.0383 0.0383	0.1342 0.0479 0.0479 0.0479

PEP BAND	0.0287	0.0383	0.0479
BAND Junior High LaMuth Middle School	0.0287 0.0287	0.0383 0.0383	0.0479 0.0479
CHORAL Campus LaMuth Middle School Elementary	0.0479 0.0287 0.0287	0.0575 0.0383 0.0383	0.0671 0.0479 0.0479
STUDENT COUNCIL High School Junior High LaMuth Middle School	0.0575 0.0383 0.0383	0.0672 0.0479 0.0479	0.0767 0.0575 0.0575
SENIOR CLASS ADVISOR	0.0575	0.0672	0.0767
JUNIOR CLASS ADVISOR	0.0767	0.0958	0.1150
HEAD TEACHER - ELEMENTARY	0.0192	0.0287	0.0383
YEARBOOK RHS Editorial RHS Business Junior High LaMuth Middle School	0.0575 0.0575 0.0479 0.0479	0.0671 0.0671 0.0575 0.0575	0.0767 0.0767 0.0671 0.0671
NEWSPAPER LOG Middle School/7th grade	0.0192 0.0096	0.0287 0.0192	0.0383 0.0287
ACADEMIC CHALLENGE	0.0192	0.0287	0.0383
ACADEMIC DECATHLON Director Assistant	0.0671 0.0383	0.0767 0.0479	0.0862 0.0575
MOCK TRIAL	0.0671	0.0767	0.0862
AUDIO/VISUAL Campus LaMuth Middle School	0.0287 0.0192	0.0383 0.0287	0.0479 0.0383
DRAMA Director, High School Costumes Stage Technician	0.0910 0.0479 0.0479	0.1053 0.0575 0.0575	0.1197 0.0671 0.0671

Music Conductor Pit Conductor Accompanist/Choreographer Spring Musical LaMuth Middle School	0.0287 0.0192 0.0192 0.0287	0.0383 0.0287 0.0287 0.0383	0.0479 0.0383 0.0383 0.0479
CAMPUS/AUDITORIUM TECHNICIAN	0.0287	0.0383	0.0479
KEY CLUB	0.0192	0.0287	0.0383
AFS	0.0192	0.0287	0.0383
NATIONAL HONOR SOCIETY	0.0287	0.0383	0.0479
SAFE	0.0192	0.0287	0.0383
7 th or 8 th GRADE CLASS TRIP Director Chaperones Nurses	0.0287 0.0144 0.0144	0.0287 0.0144 0.0144	0.0287 0.0144 0.0144
OUTDOOR EDUCATION PROGRAM Director Assistant Director Teachers and Nurse/Session	0.0383 0.0287 0.0096	0.0383 0.0287 0.0096	0.0383 0.0287 0.0096
LPDC Chair Committee Members (6)	0.0550 0.0287	0.0550 0.0287	0.0550 0.0287

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

NOTES

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

APPENDIX C

GRIEVANCE REPORT FORM

LEVEL ____

GRI	EVANCE #	Dis 1. 2. 3. 4.	2. Superintendent3. Grievant				
BUII	BUILDING ASSIGNMENT		NAME OF G	NAME OF GRIEVANT			
Α.	POSITION OF GRI date(s) cause of grie	EVANT (set forth section	on or sections of a	greement claime	d to be involved, and		
B.	RELIEF SOUGHT_						
C.	DATE RECEIVED E	Sign	ature		Date		
D.			-				
٥.	Didi Gorrion						

APPENDIX D

Riverside Local School District

PROFESSIONAL IN-SERVICE MEETING APPLICATION FORM

AND L.P.D.C. PRE-APPROVAL REQUEST FOR WORKSHOP/CONFERENCE

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

Applicant Information:	
Name	_ Association Activity? □ Yes □ No
Present Assignment	Building
Workshop/Conference Title	
Date(s) and Time(s) of Workshop/Conference	
Presented/Sponsored by	Location
Requesting PDUs or CEUs?*NoYes: # Requested	_: This form will be forwarded to the LPDC.
Workshop/Conference Objectives (please attach a copy of the program agend	da to this form)
How will you be able to share the knowledge/benefits of this activity with other	staff?

Itemized Cost Estimat	es: Treasurer's Signature	e	☐ Funds Approved
			□ Funds Not Approved
Fare, parking (describe)	\$	
Mileage	@	¢/mile	
Lodging		/night	
Meeting registration, ba	nquets, etc.**		
Meals (other than above)		
TOTAL COST			\$
	registration is required, please a ce to allow the treasurer's office to p		forms and submit this request
Applicant's Signature _		Date	
Principal's Signature _	Supe	erintendent's Signature	
		□ Attendance Approved	☐ Attendance Not Approved
LPDC Pre-Review:	□ CEUs Pre-approved*	LPDC CEU Approval	: Date
Date	□ CEUs Not Pre-approved	# Approved	

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

APPENDIX E

REQUEST FORM

(Please submit in duplicate to the principal)

RIVERSIDE LOCAL SCHOOL DISTRICT

ATHLETIC LEAVE

APPLICATION FORM

NAME	SCHOOL
A. I wish to attend the following athletic leave activity:	
ACTIVITY	DATE
LOCATION	
LOCATION	
Please outline the benefits to the Riverside Local Schools to be	·
Itemized cost estimates, travel expenses:	
Fare	\$
Mileage@	
Motel (number of nights)	
Convention expense (registration, banquets, etc.)	

Meal	s (other than above)	
Gran	d total of estimated expenses	
(Add	itional information concerning this request may be enclosed)	
Princ	ipal's Approval	Date
	E: A copy of athletic leave requests not approved by the principals. The principal's approval does not mean final approval of the m	
Appr	oved Not Approve	d
Supe	erintendent's Signature Dat	e
Reas	son(s)	
<u>SUP</u>	ERINTENDENT'S COMMENTS:	
1.	If prepayment is required, please attach all needed registration with the check.	forms. The treasurer will mail the form
2.	Schools are exempt from paying Ohio sales tax for lodging purport number is provided at the time of registering. A tax-exempt form request approved with lodging in Ohio. Please inform the hote registering. We are attempting to eliminate the cost of the Ohio	n will be attached to each athletic leave el of the tax-exempt form at the time of
	(OVER)	

Please submit to the Superintendent's office.

concepts or ideas	s you learned and	now you plan t	o implement th	e ideas in your s	ъроπ area.

4.	How could other staff members or colleagues benefit from the ideas obtained?	
5.	Would you be willing to conduct an in-service presentation on the content?	
	Yes No	
Name	e	Date

Teacher's Signature

APPENDIX G

REQUEST FOR ACADEMIC INCENTIVE INCREMENT APPROVAL

l.	PERSONAL:	Date of Application
	Name	Address
	School	Grade and/or Subject
	Date employed by Riverside Local Board of Education	
	Highest College Degree	Date Received
	Name of Institution	
II.	COURSE OF STUDY TO BE PURSUED:	
	Post Baccalaureate	Graduate
	College or University	
	Advisor	
	Semester (check one) Fall Winter	_ Spring Summer
	Field of Study	

Specific Courses to be Studied:	
	Semester Hours
	Total Semester Hours
Cost per semester hour \$	Total Cost \$
Compensation will be at the annual cost of total not to exceed \$750.00, whichever is PREVIOUS REQUEST IN PAST TWELVE	
Date of Request	Date Courses Completed
1.	
2.	
3.	
4	
Signature:	(see back)

III.

Date
<u></u>
D. 4
Date
that the work was successful

IV. <u>ACTION TAKEN</u>:

Date ___

VI.	<u>Degree</u>	Position on Salary Schedule Now:
	Upon sa following	tisfactory completion of course work covered by this application, I will be entitled to move to the position on the salary schedule:
		Have you received an Academic Incentive reimbursement within the past five (5) years?
		Are you currently enrolled in a planned degree program:
		If your answer above is yes, what is the name and location of the institution?
		What is your purpose for taking this course/courses?

APPENDIX H

		Date Sunday		Date Monday	Date Tuesday	Date Wednesday	Date Thursday	Date Friday	Date Saturday
_									
	_						Employe	e's Signature	
						Supervisor's A	approval		
	_					Treasurer's Ap	proval		
						- 1			

<u>APPENDIX I</u>

RIVERSIDE LOCAL SCHOOLS

TEACHER OBSERVATION

Teacher			Date of Observation			
School _			Subject and Grade			
Date Ob	serv	vation Report Given to Teacher				
		Observation (Optional)	Date of Post-Observation Conference			
Descrip	tion	of Lesson/Activity	Time In	Time Out		
Unsatisf	acto	Scale: Excellent (E), Good (Gory (U), and Not Observed (Not Observed growth are	erved). If NI or U is ind			
A. Or	gan	izes Content Knowledge for Stud	ent Learning			
	1.	Articulates clear learning goals for	the lesson that are appr	opriate for students		
	2.	Demonstrates an understanding of the connections between the content that valearned previously, the current content, and the content that remains to be learned				
	3.	Uses a variety of teaching methods	s based on student learn	ning styles		
	4.	Uses a variety of evaluation strate align with the goals of the lesson	egies that is appropriate	for the students and that		
	5.	5. Demonstrates knowledge of content				
B. Cr	eate	es an Environment for Student Le	arning			
	1.	Creates a climate that promotes fa	irness			
	2.	Establishes and Maintains rapport	with students			
	3.	Communicates challenging learning	g expectations to each s	student		
	4.	Establishes and maintains consiste	ent standards of classroo	om behavior		
	5.	Makes the physical environment sa	afe and conducive to lea	rning		

C.	Teach	nes for Student Learning
	1.	Makes learning goals and instructional procedures clear to students
	_ 2.	Makes content comprehensible to students
	_ 3.	Encourages students to extend their thinking
	4.	Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
	5.	Uses instructional time effectively (time on task)
	6.	Incorporates and implements technology usage in the classroom
Comr	nenda	able performance areas and suggestions:
Perfo	rmano	ce areas outlined for improvement:
		continued growth as related to the observation (to be completed at the post- n conference):
Teach	ner co	omments (optional):
		Date
Signa	ture of	f Observer
		Date
Signa	ture of	f Teacher
		ure of the teacher does not indicate agreement with the ratings or comments but rather received a copy of this form.)
SUBM	IT IN T	FRIPLICATE

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

APPENDIX J

Riverside Local Schools

Teacher Evaluation Form

Teacher	Assignment
Date evaluation given to teacher	Conference date

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

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

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

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

Specific Comments:

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

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

I.	Evaluator's Comments:
II.	Specific Recommendations for Improvement:
III.	Means to Obtain Assistance in Making Improvements:
I\/	Teacher Comments (Optional):
ıv.	reacher Comments (Optional).

Evaluator's assessment of renewal status 20) 20 (Januar	y 21 Evaluation)
Renewal at risk		_First year of employment
Recommendation for the school year 20	20 (April 1 Eval	uation)
Renewal	Conditional	Non-Renewal
Principal's Signature		Date
Member's Signature		Date

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

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

APPENDIX M

RIVERSIDE LOCAL BOARD OF EDUCATION

SUBSTITUTE FORM

SCHOOL	DATE	
This is to certify that		(teacher)
substituted for		(teacher)
on	period(s)	
The reason for the teacher's absence:		

	Principal			
period(s) x * =				
SEND TO CLERK'S OFFICE THE DAY FOLLOWING THE ABSENCE.				
*RATE TO BE DETERMINED BY B.A. BASE AMOUNT				

<u>APPENDIX N</u>

RIVERSIDE LOCAL BOARD OF EDUCATION

SUPPLEMENTAL CONTRACT POSITION

POSITION(S)		
NAME		
Check only one met	hod of payment:	
(1)	Lump sum not later than the first pay period following of the contract assignment or the school year. It Federal Income Tax, State Income Tax, and STRS	will be subject to
(2)	Salary paid in twenty-four (24) equal installment regular earnings.	ts combined with
•	se must be made by July 1, or at the time of accer Change of method of payment cannot be made during	•
Signature	Da	ate
Treasurer	Di	ate

APPENDIX O

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

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

Signed forms should be returned to RLEA Treasurer

APPENDIX U-1

Riverside Local Schools Head Coach Evaluation Form

Coach:	·	Conference Date	te: Ass	ignment:	
KEY:	Excellent (E), Good (G), Not Observed (NO)	Satisfactory (S),	Needs Improvemen	t (NI), Unsatisfactory	(U),

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

PROFESSIONAL	Е	G	S	NI	U	NO	Notation
RELATIONSHIPS	_	G	3	INI	U	NO	Notation
Cooperates with the Athletic Director in regard to submitting requested and other pertinent information							
Understands and follows rules and regulations set forth by all governing agencies: OSHAA, Board of Education, league							
Acts as a positive role model by providing an appropriate example in appearance, manners, behavior, language, and interest							
Encourages academic progress of student-athletes at all times and supports them in sports related activities (ex: Parent's night, banquets, Award nights, pep assemblies, and letters to colleges regarding players							
Develops sound public relations. Cooperates with newspapers, radio, TV, Booster Club, parents, and interested spectators							
Develops positive rapport with athletic staff, teachers, and administrators							
Attends professional development meetings and other activities to improve coaching performance and meetings necessary for the welfare of the Athletic Department							
Maintains appropriate conduct at all times towards players, officials, and other personnel							

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

Specific Comments:

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

l.	Evaluator's Com	nments:			
II.	Specific Recom	mendations for	Improven	nent:	
III.	Means to Obtain	ı Assistance in l	Making In	nprovements:	
IV.	Coach Commen	ts (Optional):			
Reco	mmendation for the	e school year			
Circle	e One	Successful		To be recommended for contract	
		Needs Improve	ment	To be recommended for contract pro an understanding can be reached in where improvement is suggested	
		Unsatisfactory		Not to be recommended for contrac	t
				ssarily indicate agreement, but simp unity to review it with the Athletic Direc	
Athle	tic Director's Signa	ture	Date	Head Coach's Signature	Date
Princi	ipal's Signature		Date		
Gı	hite Copy – Memb reen Copy – Princi		Director		

APPENDIX U-2

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

Coach:		Conference Dat	e: A	ssignment:		_
KEY:	Excellent (E), Good (G), Not Observed (NO)	Satisfactory (S),	Needs Improvement	ent (NI), Unsa	atisfactory (U),

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

PROFESSIONAL	E	G	S	NI	U	NO	Notation
RELATIONSHIPS							1 2 3 3 3 3 3 1
Attends all meetings and practices							
scheduled by the head coach and/or							
Athletic Director							
Understands and follows rules and							
regulations set forth by all governing							
agencies: OSHAA, Board of							
Education, league							
Acts as a positive role model by							
providing an appropriate example in							
appearance, manners, behavior,							
language, and interest							
Assumes the responsibility of the head							
coach in his/her absence							
Develops sound public relations.							
Cooperates with newspapers, radio,							
TV, Booster Club, parents, and							
interested spectators							
Develops positive rapport with athletic							
staff, teachers, and administrators							
Attends professional development							
meetings and other activities to							
improve coaching performance and							
meetings necessary for the welfare of							
the Athletic Department							
Maintains appropriate conduct at all							
times towards players, officials, and							
other personnel							

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

Specific Comments:

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

i. Evaluator 5	Comments.		
II. Specific Re	commendations for Improve	ment:	
III. Means to O	btain Assistance in Making I	mprovements:	
IV. Coach Com	ments (Optional):		
Recommendation f	or the school year		
Circle One	Successful	To be recommended for contract	ţ
	Needs Improvement	To be recommended for contract an understanding can be reache where improvement is suggested	d in areas
	Unsatisfactory	Not to be recommended for cont	ract
		essarily indicate agreement, but so tunity to review it with the Athletic D	
Athletic Director's S	Signature Date	Assistant Coach's Signature	Date
Principal's Signatui	re Date	Head Coach's Signature	Date
c: White Copy – M Green Copy – F Blue Copy – CA	Principal and Athletic Director		

Supplemental Compensation Request

This is to certify that I,(Print your name)	,
(Print your name)	
have completed the entire obligation of my Supplement	al Contract as:
(Assignment as it appears on your	Supplemental Contract)
per my contract with the Riverside Local School District f	For the 2017-2018 school year.
I understand that Supplemental Contract payments will for State Taxes in accordance with the current tax code.	be taxed at 22% for the Federal Taxes and 3.5
I have completed all of the requirements set by Ohio De Schools. I hereby request compensation for completed d	
Signature of Contract Holder	Date
Signature of Athletic Director (if applicable)	Date
Signature of Building Principal (if applicable)	Date
Contract Amount: \$	
Date Contract was Board approved:	
FOR PAYROLL USI	
Received in Payroll: Date Paid	
Amount Paid: Treasurer's A	Approval:

GLOSSARY OR DEFINITION OF TERMS

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

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

Association: Riverside Local Education Association.

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

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

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

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

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

District: The Riverside Local School District.

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

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

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

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

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

Parties: The Board and the Association.

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

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

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

STRS: The State Teachers' Retirement System.

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

Treasurer: The Treasurer of the Riverside Local School District.



Lake County Schools Council SuperMed Plus Plan 1



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon	End of Month
Pre-Existing Condition Waiting Period	No	
Blood Pint Deductible	0 pi	nts
Lifetime Maximum	Unlin	
Benefit Period Deductible – Single/Family ¹	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum	\$2,000 / \$4,000	\$4,000 / \$8,000
(Excluding Deductible) – Single/Family		
Physician/Office Services		
Office Visit (Illness/Injury)	80% after deductible	60% after deductible
Urgent Care Office Visit	80% after deductible	60% after deductible
Immunizations (tetanus toxoid, rabies vaccine,	80% after deductible	60% after deductible
meningococcal polysaccharide vaccine HPV, Influenza,		
VSV, Hepatitis B, MMR and Pneumococcal		
Polysaccharide are covered services)		
Routine Services		
Routine Physical Exam	100%	50%
(Ages nine and over, one per benefit period)		
Well Child Care Services including Exam and	100%	50%
Immunizations (To age one, limited to a \$1,000		
maximum; Ages one to nine, limited to a \$300		
maximum per birth year)		
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test	100%	50%
(Ages nine and over, one per benefit period)		
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests	100%	50%
(Ages nine and over)		

Outpatient Services		
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical and Occupational Therapy - Facility and	80% after deductible	60% after deductible
Professional (40 visits per benefit period)		
Chiropractic Therapy – Professional Only	80% after deductible	60% after deductible
(12 visits per benefit period)		
Benefits	Network	Non-Network
Speech Therapy – Facility and Professional	80% after deductible	60% after deductible
(20 visits per benefit period)		
Cardiac Rehabilitation	80% after deductible	60% after deductible
Emergency use of an Emergency Room ²	\$75 copay, t	
Non-Emergency use of an Emergency Room ³	\$75 copay, then 80%	60% after deductible
Inpatient Facility		<u> </u>
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility	80% after deductible	60% after deductible
(100 days per benefit period)		
Organ Transplants	80% after deductible	60% after deductible
Additional Services		
Allergy Testing and Treatments	80% after deductible	60% after deductible
Ambulance	80% after deductible	60% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible
Hospice	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse	80% after deductible	60% after deductible
Services (30 days per benefit period)		
Outpatient Mental Health and Substance Abuse		
Services (30 visits per benefit period)		

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

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

80% after deductible

60% after deductible

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

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

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

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

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies. ²Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

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



Your Personal Prescription Benefit Program

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

Have More Questions?

Three Easy Ways To Contact Caremark

1. www.caremark.com

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

2. 1-800-776-1355

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

3. Caremark Customer Care

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

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

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

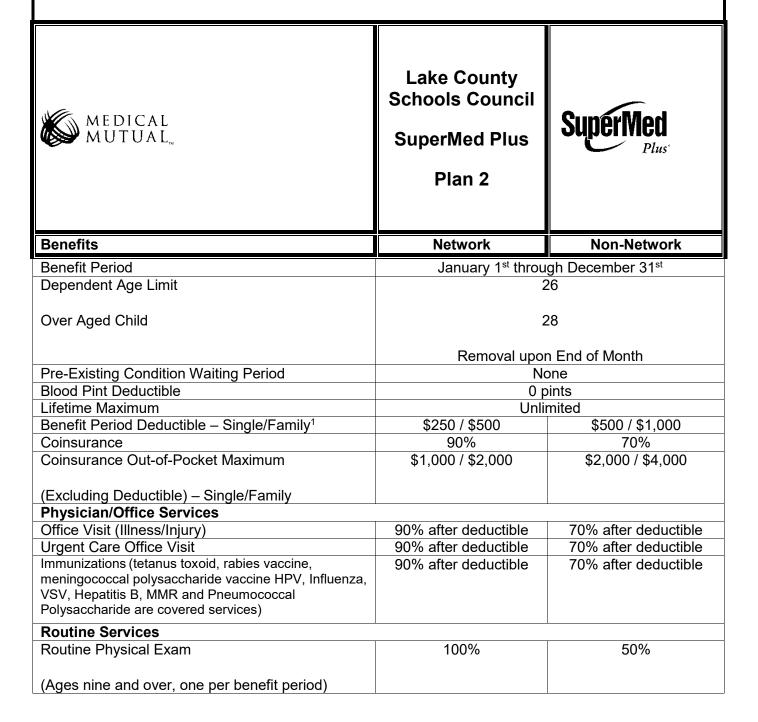
Need Another Prescription ID Card? Additional ID cards can be obtained by calling Caremark Customer Care at **1-800-776-1355**.



Lake County Schools Council SuperMed Plus



Plan 2



Mall Child Care Comings including Every and	4000/	F00/
Well Child Care Services including Exam and	100%	50%
Immunizations (To age one, limited to a \$1,000		
maximum; Ages one to nine, limited to a \$300 maximum per birth year)		
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test	100%	50%
Noutine Exam associated with Fap Test	10070	J0 70
(Ages nine and over, one per benefit period)		
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests	100%	50%
(Ages nine and over)		
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and	90% after deductible	70% after deductible
Professional (40 visits per benefit period)		
Benefits	Network	Non-Network
Chiropractic Therapy – Professional Only	90% after deductible	70% after deductible
(40 : 1)		
(12 visits per benefit period)	000/ 6/ 1 1 1/11	700/ 6 1 1 (31
Speech Therapy – Facility and Professional	90% after deductible	70% after deductible
(20 visits per benefit period)		
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ²		, then 100%
Non-Emergency use of an Emergency Room ³	\$50 copay, then 90%	70% after deductible
Inpatient Facility	φου copay, then σο π	7 0 70 arter deddelible
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
·		
(100 days per benefit period)		
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse	90% after deductible	70% after deductible
Services (30 days per benefit period)		
Outpatient Mental Health and Substance Abuse		
Services (30 visits per benefit period)		
		ii

90% after deductible	70% after deductible

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

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

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

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

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

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

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

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

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



Your Personal Prescription Benefit Program

Adopted Model for Standard Plan Designs - Plan 2

BENEFITS	RETAIL PHARMACY	MAIL SERVICE PHARMACY		
			For immediate medicine needs or short-term medicine	For maintenance or long-term medicine(s)
	You will pay:		\$10 copay - Generic Script	\$20 copay - Generic Script
			\$25 copay - Preferred Brand	\$50 copay - Preferred Brand
			\$40 copay - Non-Preferred Brand	\$80 copay - Non- Preferred Brand
	Days Supply Lin	nit:	30 day supply	90 day supply

Have More Questions?

Three Easy Ways To Contact Caremark

1. www.caremark.com

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

2. 1-800-776-1355

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

3. Caremark Customer Care

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

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

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

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



Lake County Schools Council



	SuperMed Plus	
	Plan 3	
Be <i>n</i> efits	Network	Non-Network
Benefit Period	January 1 st throug	h December 31st
Dependent Age Limit	26	3
Over Aged Child	28	
	Removal upon	End of Month
Pre-Existing Condition Waiting Period	Nor	ne
Blood Pint Deductible	0 pii	
Lifetime Maximum	Unlim	nited
Benefit Period Deductible – Single/Family ¹	\$100 / \$200	\$200 / \$400
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum	\$500 / \$1,000	\$1,000 / \$2,000
(Excluding Deductible) – Single/Family		
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	90% after deductible	70% after deductible
Routine Services		
Routine Physical Exam	100%	50%
Troutine Physical Exam	100 70	30 /0
(Ages nine and over, one per benefit period)		
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test	100%	50%
(Ages nine and over, one per benefit period)		
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%

Routine Labs, X-Rays & Medical Tests	100%	50%
(Ages nine and over)		
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only	90% after deductible	70% after deductible
(12 visits per benefit period)		
Speech Therapy – Facility and Professional	90% after deductible	70% after deductible
(20 visits per benefit period)		
Benefits	Network	Non-Network
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ³	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ⁴	\$50 copay, then 90%	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
(100 days per benefit period)		
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse	90% after deductible	70% after deductible
Services (30 days per benefit period)		
Outpatient Mental Health and Substance Abuse		
Services (30 visits per benefit period)	90% after deductible	70% after deductible
	l.	

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

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

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

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

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

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

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

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

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



Your Personal Prescription Benefit Program

Adopted Model for Standard Plan Designs - Plan 3

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

Have More Questions?

Three Easy Ways To Contact Caremark

1. www.caremark.com

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

2. 1-800-776-1355

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

3. Caremark Customer Care

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

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

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

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