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CONTRACT

BETWEEN THE

RIVERSIDE LOCAL
EDUCATION ASSOCIATION

AND THE

RIVERSIDE LOCAL
BOARD OF EDUCATION

2024-2027

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2024-2027

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ARTICLE I

RECOGNITION / NEGOTIATIONS PROCESS

A. **RECOGNITION** - The Riverside Local School Board recognizes the Riverside Local Education Association as the exclusive bargaining representative of all regularly employed certificated staff employed by the Board excluding management, supervisory, and other personnel excluded under 4117.01.

B. **SCOPE OF NEGOTIATIONS** - The Board and the Association pledge to bargain collectively. The scope of negotiations shall be all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

C. **BARGAINING TEAM MAKE-UP** - The Board and the Association are each allowed to bring to the negotiations table a bargaining team of up to five (5) members selected by the respective parties and designated to the other party. Each team is also allowed to have present at any given negotiations session two (2) observers limited to non-speaking roles. Either team may also bring one or more consultants to the table on an as-needed basis. In addition, the two teams may agree from time to time to admit additional persons for mutually agreeable reasons. Each team will designate a spokesperson who will lead discussions, may grant other members of their respective teams the right to lead discussions, and/or may agree to allow other persons mutually invited to the negotiations table the right to lead discussions.

D. **PROCEDURE** - Full-scale negotiations may take place after January 1, 2027, if mutually agreed to, or after April 2027, in accordance with the procedure herein. If negotiations have not already begun on the first Tuesday following April 15, 2027, the parties shall meet at 3:40 p.m. in the Board's meeting room for the purpose of exchanging written proposals, which proposals when merged shall comprise the agenda for negotiation of a successor contract. At said meeting the parties shall:

1. Name their respective bargaining team members and designate their respective chief spokesperson; and

2. Agree upon a schedule of negotiation meetings.

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

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

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

G. **AGREEMENT** - The tentative agreements of topics shall be reduced to writing under one cover and made available to the respective parties, which shall act upon the total tentative agreement in accordance with their rules and these terms.

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

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

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

ARTICLE II

COMMITTEES

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

The committee shall meet as needed.

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

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

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

ARTICLE III

ASSOCIATION RIGHTS

A. **BUILDING USE** - Upon request, the Association, or any committee thereof, shall have the right to use school buildings. On days school is in session, such building use shall be restricted to before or after school hours. The only charges that would be made would be those incurred for special custodial services.

B. **REPRESENTATIVE VISITATION** - Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before or after school. Such business shall not be transacted during any class time, nor shall such Association business in any way interfere with scheduled building meetings, student-member, parent-member, or administrator-member conferences. All visitors, including Association representatives, must report to the building office before transacting such business. This section shall not be interpreted to prevent making Association announcements at the end of building meetings.

C. **USE OF EQUIPMENT** - The Association shall have the right to use Board-owned equipment as the parties may agree, provided that such use does not interfere with the use of equipment for school business. The District will provide a reasonable explanation of its denial of any request by the Association to use Board-owned equipment.

D. **BULLETIN BOARDS - MAIL** - The Association shall have the exclusive use of at least one (1) bulletin board in each building lounge for the purpose of posting notices of its activities and matters of Association concern.

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

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

ARTICLE IV

RIGHTS AND RESPONSIBILITIES

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

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7 Determine the overall mission of the Board as a unit of government;

8. Effectively manage the workforce;

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

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

B. **USE OF SCHOOL PHONE** – All members have the right to use the school phone for emergency, personal, and school business calls. The administration shall make reasonable provisions to insure members' privacy when using school telephones. Long distance personal calls may be made on any school phone if personal phone credit cards are used. Personal long distance telephone calls made without personal phone credit cards shall be made from the school office and shall be at the member's expense. If personal long distance phone calls are not paid for by faculty members, availability of phones for non-credit card personal long distance calls may be discontinued at the building(s) where the problem exists.

C. **TEACHER SAFETY** – The Board agrees to provide safe working conditions as required by law. The Association agrees that bargaining unit members will observe safe working practices and will promptly report any observed unsafe practices or conditions to the administration.

D. **STAFF LOUNGE** – Each building shall have at least one (1) staff lounge with at least one (1) bulletin board.

E. **STUDENT DISCIPLINE** – A handbook containing 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. **TEACHER DRESS** – Professional appearance, grooming and attire are important as teachers serve as role models to students. Appearance, grooming and attire are part of the bargaining unit member’s personnel record.

G. **CELLULAR TELEPHONES, ETC.** – All cellular phones, or any other mobile telecommunication devices must be used responsibly during the workday.

ARTICLE V

WORKDAY / WORK YEAR

A. **HOURS** – The maximum length of the members' workday shall be seven (7) hours, thirty (30) minutes. The day shall include a minimum of thirty (30) minutes

uninterrupted duty-free lunch period. Members shall be required to be present in their assigned school building(s) seven (7) hours, thirty (30) minutes. In a case of extenuating circumstances, the member may request a reasonable accommodation in his/her schedule. Members may be required to report twenty (20) minutes before the beginning of the instructional day.

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

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

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

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

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.

B. **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.

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

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

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

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

E. LUNCH / CONFERENCE

1. Teachers may be absent from the building during duty-free lunch periods.

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

ARTICLE VI

TEACHING LOAD AND ASSIGNMENTS

A. NOTIFICATION OF ASSIGNMENT - All members shall be given written, preliminary notice of their instructional assignments, including building, grade level, and subject areas, for the forthcoming year not later than 10:00 a.m. on check-out day. Notification of final assignment shall be made in writing no later than August 1. Inclusion classes in a bargaining unit member's assignment will be included in the August 1 notification, if known, or will be communicated by the building principal when known. Such notification shall include written reasons for any changes should the preliminary assignment differ from the final assignment. Any changes of the final assignment after the August 1 date shall be written and shall not be arbitrary or capricious.

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

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

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

will receive annual increments on the salary schedule for the purpose of determining their annual salary as a part-time teacher.

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

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

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

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

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

C. TRAVELING TEACHERS - 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. GRADE CHANGE

1. If an administrator changes a student's grade, the administrator shall notify the teacher in writing (e.g., email) within one (1) week of the grade change and the reason(s) for the grade change. Administration's decisions regarding grade changes shall be final.

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 no longer than two (2) weeks after the assignment/task' s final due date.

E. COMMITTEES - If the Board elects to appoint study/curriculum or other program-related committees, no member shall be required to perform or volunteer for duty on same. The hourly rate for curriculum work shall be the same percentage as the hourly rate for class coverage. Participation in such committees may be eligible for LPDC credit.

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

F. ORIENTATION PROGRAMS - Student orientation programs that occur at LaMuth prior to the beginning of the school year and require teacher presence will result in the teacher(s) receiving compensation at the class coverage rate.

G. END OF YEAR ORDERING - End of year ordering work shall be done on a voluntary, no extra pay, basis.

H. DUTIES - Elementary members will not be required to supervise students at noon recess or during lunch period as part of their regular teaching duties, and responsibility for such supervision shall be assigned to other personnel. However, this provision shall not relieve the members of their responsibility to intervene or assist in emergencies.

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

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

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

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

1. When called upon to cover a class for another teacher, a member assigned a "Duty Period" coverage shall have access to the following documents:

   (a) Regular or emergency lesson plans
   (b) Seating charts
   (c) Information regarding special needs of the “duty” assignment

2. A bargaining unit member assigned to “Duty Period” coverage shall make every effort to fulfill the classroom teacher’s regular lesson plan or implement an emergency plan.

3. At the beginning of each school year, a “Duty Period” roster shall be developed listing members on a seniority rotation basis, and this order shall be followed when assigning “Duty Period” coverage. It is agreed that substitutes with two daily preparation/duty periods shall be assigned coverage before bargaining unit members are assigned to a “Duty Period.”

4. When reasonably practical, a “Duty Period” assigned member may supervise students in his/her regularly assigned classroom, if mutually agreed to by a building principal.

5. Students misbehaving during a “Duty Period” coverage shall be dealt with pursuant to the rules governing student conduct.

6. A member assigned a “Duty Period” shall only be assigned a duty typically and normally assigned during the defined “workday.”

7. The master schedule shall identify the member’s “Duty Period” and conference period.

8. A bargaining unit member’s conference period shall be governed by contract language included in Article XIII, Section F.

9. The Administration and the RLEA shall annually provide a “Duty Period” survey form to each member who may be assigned a “Duty Period” which shall include

options for (a) assigned duty; (b) unassigned duty; (c) seven classes. The principal shall consider these requests when making the master schedule. Members who volunteer for and are scheduled to teach seven classes when the master schedule is developed, or who have four or more preparations, will be excused from department meetings. Members assigned regular duties shall attend weekly department meetings.

10. The Administration shall make every reasonable effort to schedule an equal number of members for each "Duty Period" during the school day.

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

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

Teachers will not be required to provide medical assistance that is normally provided by a physician/nurse.

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

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

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

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

   Student's parents or guardian
   Student (if appropriate)
   Intervention Specialists
   Regular education teacher(s)

Administrator or district representative
Related service provider(s)
Other individuals at the discretion of the parent or district

3. For an IEP or IEP review of an inclusion program student, the intervention specialist assigned to that student will make every effort to schedule meetings at a time convenient to all team members including the regular education teacher with the most knowledge about the student.

4. Upon completion of the IEP, the intervention specialist assigned to that student and/or the building administrator will insure that the student's regular education teacher(s) for the current or upcoming school year have access to that student's IEP and are made aware of the location of other relevant materials (i.e., special education binder, MFE (Multi-Factored Evaluation), ETR (Evaluation Team Report) etc.).

5. Intervention specialists will be provided two (2) release days for the preparation of IEPs and up to two (2) additional release days for the preparation of alternative assessments, 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. **CLASS SIZE** - Because class size ratios are important to the learning process, it is the intent of the Board to maintain the best ratios possible consistent with quality education.

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

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

M. **REHIRING RETIREES**

1. The District will accept and consider the employment applications from teachers retired under the State Teachers Retirement System if the applicants are eligible to be employed after retirement under Ohio law and STRS rules ("retired teachers"). Continuing contract status in any school district and

previous performance evaluations are merely two of the many factors considered when evaluating the qualifications of a retired teacher. The District reserves the right to interview applicants as it decides and to hire the best applicants, in its sole judgment, for the available positions.

2. If hired, a retired teacher will be treated as a newly employed teacher, as further described by this Article. A retired teacher will not be required to complete any of the District's new teacher training programs or activities.

3. A successful applicant will be offered only a one-year limited employment agreement. The agreement automatically non-renews at the conclusion of the school year without the need for compliance with Ohio Revised Code §§3319.11, 3319.111, or any other legal or contractual requirement. The agreement may be renewed annually for additional one-year terms. The agreement can be terminated by either party, with or without cause, upon giving 30 days' notice to the other party without need for compliance with Ohio Revised Code §§3319.11, 3319.16, or any other legal or contractual requirement. Retired teachers may be evaluated, as the District decides, but are not eligible for continuing contract status. The District reserves the right to hire, evaluate, non-renew, and/or renew retired teachers in its sole judgment.

4. For purposes of salary schedule placement, the retired teacher will be placed at the 0 step of his/her appropriate degree columnar placement and will move within the salary schedule as other teachers do. For the purpose of reduction in force, a retired teacher is a "Limited Contract Employee" with no seniority for the purpose of reductions in force, recall rights, or any other rights implicated by seniority.

5. A retired teacher will be eligible to receive any medical, dental, healthcare, or other insurance coverage from the District under the terms of Article XIII of this Contract. 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. PROPERLY CERTIFIED OR LICENSED

1. A "properly certified or licensed teacher" has successfully completed all requirements for certification or licensure in the core academic subject of the teaching assignment and currently holds that corresponding license. For teachers to be properly certified or licensed, according to ORC 3319.074(2), their teaching assignments must align with their license parameters in all the following ways:

a. Subject areas in which they provide instruction, including core academic subjects; and

b. Grade levels in which they provide instruction; and

c. With the student population to whom the teacher provides instruction, such as gifted, regular education or special education.

2. According to ORC 3319.074(A)(1), “Core subject area” means reading and English language arts, mathematics, science, social studies, foreign language, and fine arts.

3. 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 the appropriate certification/licensure for his/her assigned position in the District. Failure to do so will be grounds for immediate separation from employment in the District.

4. If a teacher requests a change in assignment to one for which he/she is not properly certified or licensed, the teacher has until the beginning of the following school year to attain properly certified or licensed 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 properly certified or licensed, the District, the teacher and his/her union representative shall meet and develop a plan to address the issue of attaining properly certified or licensed status.

5. Each teacher is responsible for maintaining a current certification/licensure during his/her employment with the District. Each teacher is also responsible for maintaining the certification/licensure necessary for his/her current assignment in the District.

ARTICLE VII

STAFF DEVELOPMENT

A. **POST-BACCALAUREATE** - The Board shall adopt an academic incentive 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.

2. 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 F) 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:

1. The applications submitted for approval for reimbursement under this program will be reviewed to determine whether the course work is in an appropriate and/or related field of study.

2. The Superintendent will make the determination of whether the course work is appropriate and/or in a related field of study and select only those applications which meet his/her approval.

3. In the event that the Board receives applications which, if approved, exceed the amount budgeted, applications will be approved on the basis of those persons who have never used or have gone the longest period since using the program being given first priority.

4. In the event that the Board has more first priority applications which, if approved, exceed the amount budgeted, names of first priority applicants shall be placed in a container and drawn by a neutral party in the presence of the Superintendent, or designee, and Association President, or designee, until the applications of the number drawn would exhaust the amount budgeted.

5. At any time the Board may, at its discretion, increase the amount budgeted and, thus, expand the number of first priority applications to be approved.

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

5. Registration fees shall be covered. When necessary the Board shall pay such fees in advance.

6. Expense account should be filed on forms (Appendix G) provided by the Board with the Treasurer no later than the second working day after returning to work. Expense account to be substantiated by hotel/ motel receipts and receipted meal bills.

7. Application on Board-approved form to be submitted to the Superintendent no later than fifteen (15) days prior to the meeting for his/her consideration and approval. Such application must be accompanied by sufficient documentation to justify the attendance at the meeting.

8. Participants are encouraged to share the results of the meeting with their respective departments (secondary) and building staff (elementary).

9. This policy does not apply to in-service workshops or meetings held within the school district or within the Lake County School System.

10. Professional in-service meetings will be approved on the basis of available funds as approved by the Superintendent.

11. Bargaining unit members who travel within the district on behalf of the district will be eligible for mileage reimbursement upon submission of proper forms.

E. **ATHLETIC LEAVE** - Coaches may request athletic leave for the purpose of attending special events and/or athletic seminars/clinics, and they will receive all the privileges of Article VII, Section D., if approved by the Superintendent.

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

G. **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

1. **MEMBERSHIP**

a. The committee shall be comprised of seven (7) members. The teacher members will be appointed by the Riverside Local Education Association President and approved by the Executive Committee of the Association. These will not be posted positions. The administrative members will be selected by the Superintendent. A majority of the committee will be made up of teachers.

b. The composition of the seven-member committee will be:
One (1) elementary teacher
One (1) middle school teacher
One (1) high school teacher
One (1) RLEA executive committee member
Three (3) administrators

c. A principal, administrator, or supervisor shall be defined as any individual employed by the Riverside Local Schools for the majority of his/her assignment time as an Assistant Superintendent, principal, assistant principal, director or supervisor.

d. Terms will be staggered to maintain continuity and will commence with the September meetings of the LPDC. The LPDC shall have four (4) of its membership identified as classroom teachers. As terms expire, the term of office of each member shall be two (2) years. There will be three (3) administrative members of the LPDC. The administrators will serve no less than two (2) year terms.

e. In the event of a vacancy, the committee members shall be replaced by the responsible appointing individual or association.

f. Compensation for members of the committee will be in accordance with the Supplemental Salary Schedule in Appendix B.

g. Members of the committee will not review or vote on their own IPDPs.

h. Other committees may be established in an effort to further the role and intent of the LPDC and meet the needs of the educators.

2. **COMMITTEE ORGANIZATION**

a. The chairperson of the committee shall be the central office administrator/representative. Records will be kept in central office in a secured location.

b. The position of recorder will be elected/determined by the committee. Any other officers will be established as deemed necessary by the committee.

c. A quorum shall be necessary to conduct business. A quorum shall be defined as six (6) of the seven (7) members.

d. The meetings will operate under the Open Meetings Act (Sunshine Law). The committee will meet monthly, September through May, and at other times as deemed necessary. The LPDC shall determine the meeting schedule.

e. The purpose and procedures shall be consistent with the Riverside Local LPDC Handbook which may include the Ohio Master Teacher Program.

3. **APPEALS PROCESS**

a. Appeals will be handled by the Lake County Educational Service Center.

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

c. The decision of the appeals board will be final and binding.

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

I. RESIDENT EDUCATOR PROGRAM

1. The Ohio Resident Educator (RE) Program began in 2011, and is a comprehensive, two-year initiative to assist beginning teachers with mentoring and professional development as they start their education careers. The RE Program is designed to improve teacher retention, enhance teacher quality, and result in improved student achievement. The RE 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 RE 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.

2. Significant changes to the RE Program beginning with the 2023-2024 school year:

    a. Local RE Programs must transition from a four-year program to a two-year program structure;

    b. Participants in the RE Program must successfully complete two program years;

    c. Previously registered REs are also only required to complete two program years, including years they've already completed;

    d. Credit for prior teaching experience is no longer available;

    e. Program Coordinators must register REs for the Resident Educator Summative Assessment (RESA) in Year 2 of the RE Program; and

    f. REs must successfully complete RESA to complete the RE Program.

3. Possess the appropriate Ohio educator license: a. 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. i. Exception: Individuals who teach career-technical courses under an initial career technical workforce development license are exempt from participating in the local RE Program.

4. 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;

    c. 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 mentor by their employer, and;

f. Be assigned a Resident Educator Summative Assessment (RESA) Facilitator by their employer in the year(s) that they are registered to take the RESA.

5. Program Participation Requirements for Resident Educators

In the two years of the program, REs work collaboratively with their mentor to complete annual requirements through discussions and feedback. Mentors provide ongoing instructional support using self-assessment and goal setting, demonstrating use of authentic teacher work such as lesson planning, data analysis and assessment for reflection.

In the second year, REs also work with their facilitator who supports them as they prepare to submit a Lesson Reflection for the Resident Educator Summative Assessment (RESA).

When the RE has successfully completed two years of the program and successfully completed the RESA, they have completed the Ohio Resident Educator Program. See Finishing Residency for information on advancing to the 5-year professional license and additional requirements for teachers who hold the alternative resident educator license.

6. Resident Educator Mentor Eligibility Requirements

a. To participate in the program as a mentor, individuals must meet the following qualifications:

- Hold, or have previously held (for retired teachers), the five-year professional teaching license or a permanent licenseA mentor is assigned to every resident educator in program years 1 and 2.
- Complete the district application process and be selected to serveA mentor provides ongoing instructional support through differentiated mentoring activities that allow resident educators to grow and practice the profession of teaching.
- Successfully complete the 12-hour state Resident Educator Mentor Academy (see more details below)A mentor must be state-trained by completing the two-day RE Mentor Academy.

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.

c. Changes reflected through the Ohio Department of Education regarding the RE Program will be reflected and updated throughout this language as required.

7. Resident Educator Mentor Certification/Training:

a. Registration for the Mentor Academy Training can be located in the Training and Registration application (STARS) within the OH|ID platform. Once logged into STARS, search the keyword Resident. You may also contact your local Educational Service Center (ESC) for available offerings.

b. At the conclusion of the academy, teachers receive certificates of completion designating they are now considered state-certified mentors. These designations are valid indefinitely. The Department does not maintain a list of all trained Mentors, so mentors must keep a copy of their certificate for future reference.

8. Compensation:

a. Mentors, Facilitators, and Colleagues assigned to a Resident Educator shall be issued a supplemental contract for compensation at the rate of $750 per Resident Educator per school year, and Resident Educator 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.

9. Teachers New to the District

a. For teachers new to the district who are not Resident Educators, 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. **DEFINITION OF TERMS** – For the purposes of this provision, observation shall mean an administrator's report on a specified form based upon actual classroom monitoring of a teacher in a classroom situation and related duties essential in total teacher performance. For the purposes of this provision, evaluation shall mean an administrator's report on the specified form. This report is on the teacher's performance based upon classroom observation and reasonably assigned duties.

D. **OBSERVATION** – Teachers whose limited contracts are expiring and who have been in the district less than three (3) years shall be observed at least three (3) times prior to January 1 and at least two (2) times between the mid–year evaluation and the final evaluation; all other limited contract teachers shall be observed at least two (2) times prior to their evaluation; teachers holding continuing contracts shall be observed once prior to their evaluation. Each observation shall be no less than thirty (30) minutes. All observations shall be conducted openly with the full knowledge of the teacher. (This shall not prevent an administrator from using information obtained outside of an observation in the evaluation provided the teacher has been promptly notified of said information.) The teacher shall receive a copy of all written observation reports 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. 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. Any appraisal report which includes deficiencies shall also include the specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher has been recommended to obtain assistance in making such improvement for continued employment in the district. For purposes of determining the number of evaluations, a teacher transferred to another building shall not be considered a new teacher.

F. **PURPOSE** – The primary purpose of observations and evaluations is to appraise and help the teacher.

G. This Article specifically supersedes the relevant portions of O.R.C. 3319.11 and 3319.111, and all other portions thereof not specifically superseded remain in full force and effect.

H. Any teacher receiving written notice of the intention of the Board not to reemploy him or her may, within ten (10) days of the date on which he or she received the notice, file with the treasurer a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher. Any teacher receiving a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher may, within five (5) days of the date on which he or she received the statement, file with the treasurer a written demand for a hearing before the Board of Education. Teachers shall have rights of appeal regarding this article to Common Pleas Court, according to the provisions of the Ohio Revised Code 3319.11.

I. A teacher receiving a contract recommendation that is considered a conditional (extended limited contract with cause) must be observed at least five (5) times and evaluated at least twice during any school year in which the contract recommendation is made. Evaluations of a teacher must have a direct relationship to the teacher’s observation report.

J. A teacher is ineligible for continuing contract status (unless already attained elsewhere) until he/she has taught in this District for at least three (3) full school years. Teacher must submit a statement of eligibility for continuing contract in writing to the Superintendent no later than September 30 of his/her fourth year. A teacher seeking continuing contract status must be observed at least three (3) times prior to January 1 and at least two (2) times between the mid-year evaluation and the final evaluation.

K. A teacher on continuing contract will maintain his/her rights under Ohio Revised Code Section 3319.16.

L. 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 XIII.

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

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

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

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

B. **VOLUNTARY TRANSFERS** - Members returning from leaves of absence, or members being recalled from the RIF list, may apply for such positions as described above by submitting a written request to the Superintendent. Such request will include the grade and/or subject area and/or building to which the member desires to be assigned in order of preference. Members requesting transfers or members returning from leave desiring to fill existing vacancies shall be afforded the opportunity of an interview with the

Superintendent or his/her designee regarding such assignment. No member will be discriminated against as a result of requesting a transfer.

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

ARTICLE XI

REDUCTION IN FORCE

A. When, for any of the following reasons, the Board decides that it will be necessary to reduce their staff, it may make a reasonable reduction: return to duty of regular teachers after leaves of absence including leaves provided pursuant to Ohio Revised Code 3314.10 Section (B), suspension of schools, territorial changes affecting the district; financial reasons; and decreased enrollment of pupils in the District. In making any such reduction, the Board will proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference first to teachers on continuing contracts. The Superintendent shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

B. Attrition, Reassignment and Suspension of Contracts – The number of persons affected by a reduction in force will be kept to a minimum by not replacing teachers that resign, retire or are non-renewed on the basis of performance and by reassigning current teachers. However, if current teachers in the District do not possess the certification or qualifications for vacant positions, the position may be one that needs to be filled by a new teacher. Reductions not achieved through attrition will be made by first determining what positions or educational areas (i.e. teaching fields) will be reduced, and next by determining which individuals will be affected. Within each affected position or educational area (i.e., teaching field), reductions shall proceed as follows:

1. Teachers on limited contracts shall be reduced.

2. If the reduction level is not satisfied by teachers on limited contracts, teachers on continuing contracts shall be reduced.

C. On a case by case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual works a percentage of the time the

employee otherwise would work and receives a commensurate percentage of the full compensation the teacher would otherwise receive under the contract.

D. If a teacher has more than one area of certification/licensure and would be reduced from his/her current position under this Article, s/he may bump the least senior position in another area for which s/he holds certification.

E. No teacher whose contract has been suspended pursuant to this Article shall lose the right of restoration to his/her previous contract status (either continuing or limited) by reason of having declined restoration to a position that is less than full-time or, if the teacher was not employed full-time just prior to lay-off, to a position requiring a lesser percentage of employment than the teacher last held while employed in the District.

F. Notification of a Reduction in Force - No less than thirty (30) calendar days prior to the effective date of a reduction in force, the administration shall give each affected teacher notice of suspension of his/her contract.

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

G. Seniority and areas of certification will be applied as follows:

1. For the purposes of this contract, seniority shall mean the total years of continuous service with the Riverside Local Schools. Unpaid leaves or layoffs due to RIF do not count toward continuous service, though such leaves shall not otherwise break the continuous service time before and after such leaves.

   Seniority shall be in all areas in which a member holds a valid teaching certificate/licensure. A person holding a continuing contract shall be deemed to have seniority over a person on a limited contract.

2. All members shall be placed on a seniority list within their area or areas of certification/licensure. The restoration list shall be ongoing for those members with continuing contracts, except as otherwise provided herein and 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. **REINSTATEMENT.** For the time periods established herein, "restoration rights" shall be granted to members who hold limited contracts. Seniority shall not be the basis for restoring a teacher, except when making a decision between teachers who have comparable evaluations. "Restoration rights" shall be defined for this Contract as the right to be offered a position within all the member's areas of certification before the position is filled by someone qualified who may have lesser seniority or by hiring a person not already employed by the Board.

J. Notice of restoration shall be made by telephone and registered or certified mail to the last telephone number and last address given by the member to the administration. It shall be the responsibility of the member to keep the administration advised in writing of a telephone number and mailing address at which he or she can be reached. Members who do not accept offers of restoration within ten (10) days of delivery, or attempted delivery, of the registered or certified letter from September 1 through July 10, and within three (3) days from July 11 through August 31, shall be deemed to have waived their restoration rights for the position in question. Between July 11 and through August 31, an additional method for communicating a restoration notice will be for members to call or visit the administrative office. A member shall have waived all restoration rights if, after being notified at least ten (10) days prior to July 10, the member does not accept a position offered for the following school year within ten (10) days of delivery of the notice of the available position. The Superintendent or designee and the RLEA President or designee shall discuss positions prior to restoration of RIF employees.

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

ARTICLE XII

LEAVES OF ABSENCE

Paid Leaves

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

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

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

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

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:

1. To transact personal business that cannot be transacted outside school hours. (May not be used for recreation, to extend holiday or vacation, or to seek other employment.)

2. Death of a relative, close friend, or associate (when absence for the bereavement is not covered by sick leave policies).

3. Graduation or similar event within the immediate family.

4. Emergency beyond the member's control.

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

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

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

C. **ASSAULT LEAVE** - Any member who is absent due to physical or mental disability resulting directly from a physical assault which occurs in the course of Board employment related to duties performed for regular and/or supplemental job responsibilities/requirements shall be granted assault leave.
Said member shall sign a statement stating that such leave was due to physical or mental disability resulting from an assault which occurred during the course of employment with the Board. A licensed physician must provide a statement supporting the claim.

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

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

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

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

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

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

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

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

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

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

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

Unpaid Leaves

E. **MATERNITY/PATERNITY LEAVE** - Leave without pay shall be granted members requesting maternity/paternity leave, which shall include adoption, in accordance with the provisions and procedures herein.

1. If a member gives birth or adopts a child during the school year, the member may use unpaid maternity/paternity leave for the balance of the semester during which the birth or adoption occurs plus up to three (3) additional semesters. Members may only use maternity/paternity leave in semester increments and may only return to work at the beginning of the semester following the use of maternity/paternity leave. However, if a member has accrued sick leave, the member may use paid sick leave up to eight (8) weeks as the first eight (8) weeks of the maternity/paternity leave, unless the member's medical circumstances require the use of additional accrued paid sick leave. If any portion of this 8-week period occurs during summer recess, the member shall not be permitted to use this portion of the paid sick leave during the following school year.

2. If a member gives birth or adopts a child during the summer recess, the member may use unpaid maternity/paternity leave up to four (4) semesters. Members may only use maternity/paternity leave in semester increments and may only return to work at the beginning of the semester following the use of maternity/paternity leave. If a member gives birth or adopts a child during the summer recess, the member shall not be permitted to use any paid sick leave as part of the maternity/paternity leave unless the member's medical condition qualifies for the use of paid sick leave.

3. Members shall notify the Superintendent/designee at least forty-five (45) calendar days, or as soon as practicable, prior to the member's return to work date, where

practicable. Failure to meet this timeline will result in a forfeiture of the leave rights provided herein.

4. Any available leave under the Family & Medical Leave Act shall run concurrently with the leave provided under this section of Article XII.

5. Requests for such leave shall be submitted at least thirty (30) days prior to the date on which the leave would be scheduled to begin, or as soon as the member becomes aware of the need, whichever is later, unless unusual conditions arise so that a licensed physician recommends the need for leave to commence sooner than the thirty (30) day period. Failure to meet these time lines will result in a forfeiture of the leave rights provided herein.

6. When assigning a member who returns from leave, a reasonable effort will be made to provide that member with a substantially equivalent position.

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

F. **FAMILY AND MEDICAL LEAVE** - Bargaining unit members are entitled to the rights and privileges of the Family Medical Leave Act to the extent required by law. FMLA Guidelines are available in the human resources department 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. **RETURN FROM LEAVE** - All teachers on any leave provided by this Article, except personal leave, sick leave or medical leave shall advise the Superintendent in writing as to whether they plan to return for the following school year no later than April 1 of the calendar year in which the leave expires. A member who fails to advise the

Superintendent of his/her intent to return shall be deemed to have waived any rights to assignment and employment under this Contract and statute for the following school year. To facilitate compliance with this provision, no later than March 15, the Superintendent will send the member a letter reminding him/her of his/her obligations and the consequence of failure to comply.

J. FALSIFICATION OR MISUSE OF LEAVE - Evidence indicating a bargaining unit member's falsification of any request for leave or the misuse of any form of leave is a serious offense.

ARTICLE XIII

COMPENSATION AND BENEFITS

A. BASE SALARY

The B.A. minimum on the current index shall be $43,602 effective the first workday of the 2024-2025 work year. This reflects a three percent (3.0%) increase over the previous year.

The B.A. minimum on the current index shall be $44,910 effective the first workday of the 2025-2026 work year. This reflects a three percent (3.0%) increase over the previous year.

The B.A. minimum on the current index shall be $46,257 effective the first workday of the 2026-2027 work year. This reflects a three percent (3.0%) 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. **METHOD OF PAYMENT** - Members shall be paid on a semi-monthly (24 pay) basis with the fifteenth (15th) and the thirtieth (30th) day of each month designated as payment dates except when the day falls on a weekend or holiday, in which case payment will be made on the last workday preceding such. Each member of the bargaining unit shall receive with his/her first pay in September a schedule of the payment dates for the remainder of the year.

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

E. **PAYROLL DEDUCTIONS**

1. **PROFESSIONAL DUES AND FEES** – The Board will provide for applicable Association professional dues and fees to be deducted in equal installments each pay period. 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. 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. 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. 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.

H. **STRS PICKUP** – On behalf of each teacher who is a member of the State Teachers Retirement System, the Board shall pick-up the contributions required to be made to STRS by the teacher under ORC 3307.51, and the amount of compensation due to each teacher shall be reduced in an amount equal to the STRS contribution pick-up made by the Board on behalf of the teacher.

I. **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 or 2 or the Consumer Driven Health Plan (attached).

2. The Lake County Schools Council Standard Plan Nos. 1 and 2 and the Consumer Driven Health 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 Consumer Driven Health Plan shall be zero.

6. The employee monthly contribution toward the cost of dental and vision coverage (single or family) shall be ten dollars ($10.00) per month.

7. The Board will provide a Section 125 Tax Plan for members of the bargaining unit for the duration of this contract agreement. This Plan may include medical premiums, dependent care, and unreimbursed medical expenses.

8. When two members of the same family are employed by the Board, only one is eligible for family coverage, provided that no dependent shall be deprived of coverage by nature of this provision. This section shall not preclude the spouse from receiving the medical insurance rebate. The rebate to a spouse shall be paid at the single rate. The District retains the right to convert a family health insurance plan covering two married bargaining unit members to two single health insurance plans as long as the bargaining unit members suffer no economic loss. The bargaining unit member will be informed prior to the conversion. Bargaining unit members shall contribute to the total cost of the medical (hospitalization/physician) and prescription drug premiums based on rates set forth herein in sections 3 and 4. In no event will the members contribute combined more than the amount stated for one (1) family plan.

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

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

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

Benefit	Single	Family
Hospitalization/Major Medical/Prescription Drug	$ 675	$1,350
Dental Care	$ 75	$ 150
Vision	$ 50	$ 100

The medical insurance rebate year is the calendar year (prorated for partial years), and it is the bargaining unit member's responsibility to inform the District Treasurer electronically no later than November 15th (of the end of the enrollment period) of each contract year of the selected insurance rebate. Failure to notify the Treasurer electronically by November 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 January 1st 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 March 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.

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

L. **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

M. **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 July 1 following the contract year in which the member first reaches 34 years of retirement system service credit or

   b. Inasmuch as some members start their careers later in life than others, these members shall be eligible to participate in the Plan provided they

begin a retirement system service retirement no sooner than the end of the school year and no later than July 1 following the contract year in which the member first reaches 25 years of retirement system service credit and 10 years of service in the district. If a member first reaches 10 years of service in the district at a time when s/he has less than 25 years of retirement system service credit or if a member first reaches 25 years of retirement system service credit at a time when s/he has less than 10 years of service in the district, the member will not be eligible to participate in Incentive Plan b. at either of those times but will be eligible *only* when the member first reaches 25 years of retirement system service credit and has 10 or more years of service in the district or when the member first reaches 10 years of service in the district and has 25 or more years of retirement system service credit. However, Incentive Plan b. shall not be available to a member who first reaches 10 years of service in the district on or after reaching their 31st year of retirement system service credit.

c. A member's failure to participate in the Incentive Plan in b. above will not disqualify them from later participating in the Incentive Plan in a. above.

d. The Incentive Plan in a. above expires on July 2, 2026 and will no longer be available to members who retire on or after July 2, 2026.

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.

N. SPECIAL PAY PLAN

1. Severance pay for unused sick days at the time of retirement per Article XIII. G. and the payment under the Incentive Plan for Early Retirement pay per Article XIII. M. 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.

O. **TUTORS.** 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. **METHOD OF PAYMENT** - At the request of the person holding a supplemental contract, supplemental salaries shall be paid according to one of the two (2) following plans:

1. 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.

2. 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 H). 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 is for extended time (e.g., school counselors, marching band, life skills, and cooperative business education), pay under that supplemental contract 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 a Varsity Head Coach position 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, and said application shall not be arbitrarily or unreasonably denied.

C. PLAYOFF STIPEND

1. If the varsity football team qualifies for and competes in the first level of the Ohio High School Athletic Association's playoffs, each varsity football coach shall receive a stipend in an amount equal to three percent (3%) of the amount of his/her supplemental contract amount and shall receive a stipend in an amount equal to three percent (3%) of the amount of his/her supplemental contract amount for qualifying and competing in each playoff level after the first level. The maximum playoff stipend shall be nine percent (9%) of his/her supplemental contract amount for each varsity football coach.

2. For all other sports, a varsity coach whose team or team members qualify for and compete in the second playoff level of the Ohio High School Athletic Association's playoffs shall receive a stipend in an amount equal to three percent (3%) of the amount of his/her supplemental contract and shall receive a stipend of three percent (3%) for each playoff level after the second level that his/her team or team members qualify for and compete in. The maximum stipend shall be nine percent (9%) of his/her supplemental contract amount for each varsity coach.

3. Varsity advisors/coaches for the affiliated activities of High School marching band, High School pep band, High School cheerleading, Majorettes, and Flag Corp shall also receive a stipend in an amount equal to three percent (3%) of the amount of his/her supplemental contract for participating in their activity during each playoff level. The maximum stipend shall be nine percent (9%) of his/her supplemental contract amount for each varsity adviser/coach.

4. Stipends will not be paid for participating in national competitions.

D. SCHEDULE - 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.

E. 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.

F. 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 I-1 Head Coach Evaluation Form and Appendix I-2 Assistant Coach Evaluation Form).

G. 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

A. 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.

B. When reasonably possible, assignment of members required to travel between buildings shall be pursuant to seniority in areas of certification.

C. 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.

D. It is not the intention of the administration to increase the teacher's average student workload by implementing a schedule.

E. 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.).

F. 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.

G. 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.

H. 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.

I. 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:

1. 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.

2. The Superintendent and RLEA President shall not be members of the SCRC.

3. The SCRC may make a recommendation, in a timely manner regarding the design of a new schedule for the Riverside Campus.

4. 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.

5. 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.

6. If mediation is unsuccessful and only after good faith efforts, the Superintendent shall have final decision-making authority.

ARTICLE XVI

LAMUTH MIDDLE SCHOOL SCHEDULE

A. 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.

B. 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.

C. It is not the intention of the administration to increase the teacher's average student workload by implementing a schedule.

D. 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.

E. 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.

1. 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.

2. The Superintendent and RLEA President shall not be members of the SCL.

3. The SCL may make a recommendation in a timely manner regarding the design of a new schedule for LaMuth Middle School.

4. 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.

5. 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.

6. If mediation is unsuccessful and only after good faith efforts, the Superintendent shall have final decision making authority.

ARTICLE XVII

ELEMENTARY SCHOOLS SCHEDULE

A. It is not the intention of the administration to increase the teacher's average student workload by implementing a schedule.

B. 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.

C. 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.

. The parties shall convene the Schedule Committee for the Elementary Schools ("SCE") in the event that any changes to the schedule are being considered.

1. 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.

2. The Superintendent and RLEA President shall not be members of the SCE.

3. The SCE may make a recommendation in a timely manner regarding the design of a new schedule for the elementary schools.

4. The SCE must have met consensus.

5. 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.

6. If mediation is unsuccessful and only after good faith efforts, the Superintendent shall have final decision making authority.

ARTICLE XVIII

CCP COURSES

A. Assignment & Compensation: 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 C of the negotiated agreement.

C. Observation: 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. Personnel File: 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

ASYNCHRONOUS COURSES

Asynchronous Course (AC) refers to any course that is taught in a manner that students can access content anytime and/or anywhere. Both parties recognize that there are multiple ways to achieve this, including, but not limited to, purchased online courses and teacher created courses. This article does not address the creation of asynchronous courses, but the teaching of those courses. Teachers who create asynchronous courses will be paid at the negotiated hourly rate of .000605 of the base salary.

Asynchronous Course Delivery

A. Teacher has time built into the day to grade and/or communicate with students and parents. In this situation, the asynchronous course is considered one of the teacher’s daily preps. No stipend is paid in this situation, as the course is considered one of the teacher’s daily duties.

B. Teacher is teaching the asynchronous course outside the traditional daily schedule. There is no time built into the daily schedule for grading or communicating with the students assigned to the course.

1. Assignment: Those teachers participating in AC shall be members of the RLEA; however, in the absence of a qualified or interested bargaining unit member, the District may use outside personnel to teach AC provided that it does not result in reduction in force. AC teachers will be hired in accordance Article XIV.

2. Compensation: Bargaining unit members who teach year-long AC will receive a supplemental contract equivalent to 0.1250 of the base salary as defined in Article XIII section A of the negotiated agreement for each separate year -long AC taught.

3. Planning Time: AC courses are considered supplemental to the daily schedule and are therefore not subject to the preparation language of Article XV section C, as these courses occur outside the regular school day.

4. Observations: Observations will not be conducted in asynchronous courses. However, teacher conduct and performance in AC may be noted in evaluations.

5. AC Cap: Each AC shall be limited to an enrollment of fifty (50) students during the school year and seventy-five (75) for summer school.

ARTICLE XX

TEACHER-BASED TEAMS/PLC LEADS

A. Elementary Schools

1. Grades K-2. There shall be one (1) ELA TBT Lead at each grade level for grades K through 2. There shall be one (1) math TBT Lead at each grade level for grades K through 2. There shall be one (1) special education TBT Lead for all elementary school special education teachers. This is a total of seven (7) TBT Leads for grades K through 2. The extra duty work identified in this section shall be paid at the rate of $500 annually.

2. Grades 3-5. There shall be one (1) ELA TBT Lead at each grade level for grades 3 through 5. There shall be one (1) math TBT Lead at each grade level for grades 3 through 5. There shall be one (1) science/social studies TBT Lead to cover all of grades 3 through 5. This is a total of seven (7) TBT Leads for grades 3 through 5. The extra duty work identified in this section shall be paid at the rate of $750 annually.

B. Middle School (Grades 6-7). There shall be one (1) ELA TBT Lead at each grade level for grades 6 and 7. There shall be one (1) Math TBT Lead at each grade level for grades 6 and 7. There shall be one (1) Social Studies Lead at each grade level for grades 6 and 7. There shall be one (1) Science TBT Lead at each grade level for grades 6 and 7. There shall be one (1) Elective TBT Lead at each grade level for grades 6 and 7. There shall be one (1) SPED TBT Lead at each grade level for

grades 6 and 7. The extra duty work identified in this section shall be paid at the rate of $1,000 annually.

ARTICLE XXI

GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

C. GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

ARTICLE XXII

DURATION, FORM, AND EFFECT

A. **DURATION** - This Contract shall take full effect with the first workday of the 2024-2025 teacher contract year, and shall remain in effect until 12:01 a.m. on the first full teacher workday in the 2027-2028 teacher contract year.

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

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

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

The parties further agree that all functions, rights, powers, responsibilities, and authority of the Board in regard to management of the work force and the operation

of the district shall remain exclusively those of the Board unless limited or modified by a provision or term of this Contract.

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

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

2024-25 School Year / $43,602								
Step	BA	BA+9	BA+15	BA+24	MA	MA+9	MA+15	MA+30
0	43,602	44,474	45,346	46,218	47,090	47,962	48,834	50,142
1	45,346	46,218	47,090	48,180	49,488	50,360	51,407	52,540
2	47,090	47,962	48,834	50,142	51,886	52,758	53,630	54,939
3	48,834	49,706	50,578	52,104	54,284	55,157	56,029	57,337
4	50,578	51,450	52,322	54,066	56,683	57,555	58,427	59,735
5	52,322	53,194	54,066	56,029	59,081	59,953	60,825	62,133
6	54,503	55,375	56,247	58,427	61,697	62,569	63,441	64,749
7	56,683	57,555	58,427	60,825	64,313	65,185	66,057	67,365
8	58,863	59,735	60,607	63,223	66,929	67,801	68,673	69,981
9	61,043	61,915	62,787	65,621	69,545	70,417	71,289	72,597
10	63,223	64,095	64,967	68,019	72,161	73,033	73,905	75,213
11	65,839	66,711	67,583	70,635	74,995	75,867	76,740	78,048
12	68,455	69,327	70,199	73,251	77,830	78,702	79,574	80,882
13	71,071	71,943	72,815	75,867	80,664	81,536	82,408	83,716
14	73,687	74,559	75,431	78,484	83,498	84,370	85,242	86,550
15	76,304	77,176	78,048	81,100	86,332	87,204	88,076	89,384
16	76,304	77,176	78,048	81,100	86,332	87,204	88,076	89,384
17	76,304	77,176	78,048	81,100	86,332	87,204	88,076	89,384
18	77,394	78,266	79,138	82,408	87,640	88,512	89,384	90,692
19	77,394	78,266	79,138	82,408	87,640	88,512	89,384	90,692
20	78,484	79,356	80,228	83,716	89,166	90,038	90,910	92,218
21	78,484	79,356	80,228	83,716	89,166	90,038	90,910	92,218
22	78,484	79,356	80,228	83,716	89,166	90,038	90,910	92,218
23	80,664	81,536	82,408	85,896	91,346	92,218	93,090	94,398
24	80,664	81,536	82,408	85,896	91,346	92,218	93,090	94,398
25	82,844	83,716	84,588	88,076	93,526	94,398	95,270	96,578
26	82,844	83,716	84,588	88,076	93,526	94,398	95,270	96,578
27	82,844	83,716	84,588	88,076	93,526	94,398	95,270	96,578
28	82,844	83,716	84,588	88,076	93,526	94,398	95,270	96,578
29	82,844	83,716	84,588	88,076	93,526	94,398	95,270	96,578
30	82,844	83,716	84,588	88,076	93,526	94,398	95,270	96,578

APPENDIX A-2

CERTIFIED STAFF SALARY SCHEDULE

2025-26 School Year / $44,910								
Step	BA	BA+9	BA+15	BA+24	MA	MA+9	MA+15	MA+30
0	44,910	45,808	46,706	47,605	48,503	49,401	50,299	51,647
1	46,706	47,605	48,503	49,626	50,973	51,871	52,949	54,117
2	48,503	49,401	50,299	51,647	53,443	54,341	55,239	56,587
3	50,299	51,197	52,096	53,667	55,913	56,811	57,709	59,057
4	52,096	52,994	53,892	55,688	58,383	59,281	60,179	61,527
5	53,892	54,790	55,688	57,709	60,853	61,751	62,649	63,997
6	56,138	57,036	57,934	60,179	63,548	64,446	65,344	66,691
7	58,383	59,281	60,179	62,649	66,242	67,140	68,039	69,386
8	60,629	61,527	62,425	65,120	68,937	69,835	70,733	72,081
9	62,874	63,772	64,670	67,590	71,631	72,530	73,428	74,775
10	65,120	66,018	66,916	70,060	74,326	75,224	76,122	77,470
11	67,814	68,712	69,611	72,754	77,245	78,143	79,042	80,389
12	70,509	71,407	72,305	75,449	80,164	81,063	81,961	83,308
13	73,203	74,102	75,000	78,143	83,084	83,982	84,880	86,227
14	75,898	76,796	77,694	80,838	86,003	86,901	87,799	89,146
15	78,593	79,491	80,389	83,533	88,922	89,820	90,718	92,066
16	78,593	79,491	80,389	83,533	88,922	89,820	90,718	92,066
17	78,593	79,491	80,389	83,533	88,922	89,820	90,718	92,066
18	79,715	80,613	81,512	84,880	90,269	91,167	92,066	93,413
19	79,715	80,613	81,512	84,880	90,269	91,167	92,066	93,413
20	80,838	81,736	82,634	86,227	91,841	92,739	93,637	94,985
21	80,838	81,736	82,634	86,227	91,841	92,739	93,637	94,985
22	80,838	81,736	82,634	86,227	91,841	92,739	93,637	94,985
23	83,084	83,982	84,880	88,473	94,086	94,985	95,883	97,230
24	83,084	83,982	84,880	88,473	94,086	94,985	95,883	97,230
25	85,329	86,227	87,125	90,718	96,332	97,230	98,128	99,476
26	85,329	86,227	87,125	90,718	96,332	97,230	98,128	99,476
27	85,329	86,227	87,125	90,718	96,332	97,230	98,128	99,476
28	85,329	86,227	87,125	90,718	96,332	97,230	98,128	99,476
29	85,329	86,227	87,125	90,718	96,332	97,230	98,128	99,476
30	85,329	86,227	87,125	90,718	96,332	97,230	98,128	99,476

APPENDIX A-3

2026-27 School Year / $46,257								
Step	BA	BA+9	BA+15	BA+24	MA	MA+9	MA+15	MA+30
0	46,257	47,182	48,107	49,032	49,958	50,883	51,808	53,196
1	48,107	49,032	49,958	51,114	52,502	53,427	54,537	55,740
2	49,958	50,883	51,808	53,196	55,046	55,971	56,896	58,284
3	51,808	52,733	53,658	55,277	57,590	58,515	59,440	60,828
4	53,658	54,583	55,508	57,359	60,134	61,059	61,984	63,372
5	55,508	56,434	57,359	59,440	62,678	63,603	64,529	65,916
6	57,821	58,746	59,672	61,984	65,454	66,379	67,304	68,692
7	60,134	61,059	61,984	64,529	68,229	69,154	70,079	71,467
8	62,447	63,372	64,297	67,073	71,004	71,930	72,855	74,242
9	64,760	65,685	66,610	69,617	73,780	74,705	75,630	77,018
10	67,073	67,998	68,923	72,161	76,555	77,480	78,406	79,793
11	69,848	70,773	71,698	74,936	79,562	80,487	81,412	82,800
12	72,623	73,549	74,474	77,712	82,569	83,494	84,419	85,807
13	75,399	76,324	77,249	80,487	85,575	86,501	87,426	88,813
14	78,174	79,099	80,025	83,263	88,582	89,507	90,432	91,820
15	80,950	81,875	82,800	86,038	91,589	92,514	93,439	94,827
16	80,950	81,875	82,800	86,038	91,589	92,514	93,439	94,827
17	80,950	81,875	82,800	86,038	91,589	92,514	93,439	94,827
18	82,106	83,031	83,956	87,426	92,977	93,902	94,827	96,215
19	82,106	83,031	83,956	87,426	92,977	93,902	94,827	96,215
20	83,263	84,188	85,113	88,813	94,596	95,521	96,446	97,834
21	83,263	84,188	85,113	88,813	94,596	95,521	96,446	97,834
22	83,263	84,188	85,113	88,813	94,596	95,521	96,446	97,834
23	85,575	86,501	87,426	91,126	96,908	97,834	98,759	100,146
24	85,575	86,501	87,426	91,126	96,908	97,834	98,759	100,146
25	87,888	88,813	89,739	93,439	99,221	100,146	101,072	102,459
26	87,888	88,813	89,739	93,439	99,221	100,146	101,072	102,459
27	87,888	88,813	89,739	93,439	99,221	100,146	101,072	102,459
28	87,888	88,813	89,739	93,439	99,221	100,146	101,072	102,459
29	87,888	88,813	89,739	93,439	99,221	100,146	101,072	102,459
30	87,888	88,813	89,739	93,439	99,221	100,146	101,072	102,459

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.

	Years of Experience		
	0-2 Years	3-5 Years	6 or More Years
MIDDLE SCHOOL FACULTY MANAGER	0.1150	0.1342	0.1534
FOOTBALL			
Head	0.1682	0.1874	0.2066
Varsity Assistants (5)	0.1203	0.1395	0.1587
Ninth Grade (2)	0.0767	0.0862	0.0958
Seventh and Eighth Grade (4)	0.0671	0.0767	0.0862
BASKETBALL			
Head – Boys	0.1682	0.1874	0.2066
Head - Girls	0.1682	0.1874	0.2066
Varsity Assistants (4) (2 Boys / 2 Girls)	0.1203	0.1395	0.1587
Ninth Grade (2)	0.0767	0.0862	0.0958
Seventh and Eighth Grade (4)	0.0671	0.0767	0.0862
LACROSSE			
Head – Boys	0.1150	0.1342	0.1534
Head – Girls	0.1150	0.1342	0.1534
Varsity Assistant – Boys (1)	0.0767	0.0958	0.1150
Varsity Assistant – Girls (1)	0.0767	0.0958	0.1150
WRESTLING			
Head	0.1629	0.1821	0.2013
Varsity Assistant (1)	0.1150	0.1342	0.1534
Ninth Grade (1)	0.0767	0.0862	0.0958
Seventh and Eighth Grade (2) 0.0862		0.0671	0.0767
BASEBALL/SOFTBALL			
Head (1 Baseball / 1 Softball)	0.1534	0.1726	0.1918
Varsity Assistant (4) (2 Baseball / 2 Softball)	0.1150	0.1342	0.1534
Ninth Grade (2) (1 Baseball / 1 Softball)	0.0767	0.0862	0.0958
TRACK			
Head (2)	0.1534	0.1726	0.1918

Varsity Assistants (4)	0.1150	0.1342	0.1534
Seventh and Eighth Grade (2)	0.0671	0.0767	0.0862
VOLLEYBALL			
Head	0.1342	0.1534	0.1726
Varsity Assistant (2)	0.0958	0.1150	0.1342
Ninth Grade (1)	0.0767	0.0862	0.0958
Seventh and Eighth Grade (2)	0.0671	0.0767	0.0862
SOCCER			
Head - Boys	0.1150	0.1342	0.1534
Head - Girls	0.1150	0.1342	0.1534
Varsity Assistant (2) (1 Boys / 1 Girls)	0.0767	0.0958	0.1150
Seventh and Eighth Grade (1)	0.0671	0.0767	0.0862
CROSS COUNTRY			
Head - Boys	0.0958	0.1150	0.1342
Head - Girls	0.0958	0.1150	0.1342
Seventh and Eighth Grade (1)	0.0671	0.0767	0.0862
GOLF			
Head	0.0958	0.1150	0.1342
Varsity Assistant (1)	0.0767	0.0862	0.0958
SWIMMING			
Head	0.0958	0.1150	0.1342
Assistant (2)	0.0767	0.0862	0.0958
TENNIS			
Head - Boys	0.0958	0.1150	0.1342
Head - Girls	0.0958	0.1150	0.1342
DANCE TEAM	0.0671	0.0767	0.0862
CHEERLEADERS			
Varsity Head (1 Fall / 1 Winter	0.0575	0.0671	0.0767
Junior Varsity (1Fall / 1 Winter)	0.0287	0.0383	0.0479
Ninth Grade (1 Fall / 1 Winter)	0.0192	0.0287	0.0383
Eighth Grade (1 Fall / 1 Winter)	0.0192	0.0287	0.0383
Seventh Grade (1 Fall / 1 Winter)	0.0192	0.0287	0.0383
MAJORETTES	0.0671	0.0767	0.0862
FLAG CORPS	0.0671	0.0767	0.0862
MARCHING BAND			
High School	0.0958	0.1150	0.1342

First Assistant	0.0287	0.0383	0.0479
Second Assistant	0.0287	0.0383	0.0479
Third Assistant	0.0287	0.0383	0.0479
PEP BAND	0.0287	0.0383	0.0479
BAND COURSE RELATED			
Junior High	0.0287	0.0383	0.0479
LaMuth Middle School	0.0287	0.0383	0.0479
High School Band	0.0479	0.0575	0.0671
CHORAL COURSE RELATED			
Campus	0.0479	0.0575	0.0671
LaMuth Middle School	0.0287	0.0383	0.0479
Elementary	0.0287	0.0383	0.0479
STUDENT COUNCIL			
High School	0.0575	0.0672	0.0767
Junior High	0.0575	0.0672	0.0767
LaMuth Middle School	0.0383	0.0479	0.0575
SENIOR CLASS ADVISOR	0.0767	0.0958	0.1150
JUNIOR CLASS ADVISOR	0.0767	0.0958	0.1150
HEAD TEACHER - ELEMENTARY /PRE-SCHOOL	0.0192	0.0287	0.0383
YEARBOOK			
RHS Editorial	0.0575	0.0671	0.0767
RHS Business	0.0575	0.0671	0.0767
Junior High	0.0479	0.0575	0.0671
LaMuth Middle School	0.0479	0.0575	0.0671
NEWSPAPER			
LOG	0.0192	0.0287	0.0383
Middle School/7th grade	0.0096	0.0192	0.0287
ACADEMIC CHALLENGE	0.0383	0.0479	0.0575
ACADEMIC DECATHLON			
Director	0.0671	0.0767	0.0862
Assistant	0.0383	0.0479	0.0575
MOCK TRIAL	0.0671	0.0767	0.0862
AUDIO/VISUAL			
Campus	0.0287	0.0383	0.0479

LaMuth Middle School	0.0192	0.0287	0.0383
DRAMA			
Director, Fall Production	0.0767	0.0862	0.0958
Director, Spring Production	0.0767	0.0862	0.0958
Costumes	0.0479	0.0575	0.0671
Stage Technician, Fall Production	0.0383	0.0479	0.0575
Stage Technician, Spring Production	0.0383	0.0479	0.0575
Music Conductor	0.0287	0.0383	0.0479
Pit Conductor	0.0192	0.0287	0.0383
Accompanist/Choreographer Spring Musical	0.0192	0.0287	0.0383
LaMuth Middle School	0.0287	0.0383	0.0479
CAMPUS/AUDITORIUM TECHNICIAN	0.0287	0.0383	0.0479
KEY CLUB	0.0192	0.0287	0.0383
EXCHANGE STUDENT PROGRAM ADVISOR	0.0192	0.0287	0.0383
NHS JUNIOR ADVISOR	0.0287	0.0383	0.0479
NHS ADVISOR	0.0575	0.0672	0.0767
SAFE	0.0192	0.0287	0.0383
7th or 8th GRADE CLASS TRIP			
Director	0.0287	0.0287	0.0287
Chaperones	0.0144	0.0144	0.0144
Nurses	0.0144	0.0144	0.0144
OUTDOOR EDUCATION PROGRAM			
Director	0.0383	0.0383	0.0383
Assistant Director	0.0287	0.0287	0.0287
Teachers and Nurse/Session	0.0096	0.0096	0.0096
LPDC Chair	0.0550	0.0550	0.0550
Committee Members (6)	0.0287	0.0287	0.0287
Asynchronous Course	0.1250	0.1250	0.1250
Principles of Business	0.0958	0.0958	0.0958

In-Person Summer School: In-person summer school teachers shall be paid the equivalent of .0007286 of the base per hour.

Grades Preschool-2 - TBT Lead: $500 annually

Grades 3-5 - TBT Lead: $750 annually.

Middle School (Grades 6-7) - TBT / PLC Lead: $1,000 annually.

Athletic Department Faculty Manager (Fall): $3,800

Athletic Department Faculty Manager (Winter): $2,700

Athletic Department Faculty Manager (Spring): $1,500

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.
E. Any changes in the supplemental schedule will take effect in the 2023-2024 school year.

APPENDIX C

GRIEVANCE REPORT FORM

LEVEL ___

GRIEVANCE #_____

Distribution of Form:
1. Immediate Supervisor
2. Superintendent
3. Grievant
4. RLEA President

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
_____	_____	_____	_____

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

_____

_____

_____

_____

_____

B. RELIEF SOUGHT _____

_____

_____

_____

_____

_____

_____
Signature Date

C. DATE RECEIVED BY IMMEDIATE SUPERVISOR _____

D. DISPOSITION _____

_____

_____

APPENDIX D

Riverside Local School District

PROFESSIONAL IN-SERVICE MEETING APPLICATION FORM

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

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

Applicant Information:

Name _____ Association Activity? □ Yes □ No

Present Assignment _____ Building _____

Workshop/Conference Title _____

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

Presented/Sponsored by _____ Location _____

Requesting PDUs or CEUs?* _____No _____Yes: # Requested _____: This form will be forwarded to the LPDC.

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

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

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

Itemized Cost Estimates: Treasurer's Signature _____ □ Funds Approved

□ Funds Not Approved

Fare, parking (describe)_____ $_____

Mileage _____ @_____¢/mile _____

Lodging _____ @_____/night _____

Meeting registration, banquets, etc.** _____

Meals (other than above) _____

TOTAL COST $_____

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

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

Applicant's Signature _____ Date_____

Principal's Signature _____Superintendent's Signature _____

□ Attendance Approved □ Attendance Not Approved

LPDC Pre-Review:	□ CEUs Pre-approved*	**LPDC CEU Approval:** Date_____
Date _____	□ CEUs Not Pre-approved	# Approved _____

APPENDIX E

REQUEST FORM

(Please submit in duplicate to the principal)

RIVERSIDE LOCAL SCHOOL DISTRICT

ATHLETIC LEAVE

APPLICATION FORM

NAME _____ SCHOOL _____

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

ACTIVITY _____ DATE _____

LOCATION _____

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

_____

_____

_____

Itemized cost estimates, travel expenses:

Fare _____ $_____

Mileage _____ @ _____ _____

Motel (number of nights) _____ _____

Convention expense (registration, banquets, etc.) _____

Meals (other than above) _____ _____

Grand total of estimated expenses _____

(Additional information concerning this request may be enclosed)

Principal's Approval _____ Date _____

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

Approved _____ Not Approved _____

Superintendent's Signature _____ Date _____

Reason(s) _____

SUPERINTENDENT'S COMMENTS:

1. If prepayment is required, please attach all needed registration forms. The treasurer will mail the form with the check.

2. Schools are exempt from paying Ohio sales tax for lodging purposes if a tax-exempt form or tax exempt number is provided at the time of registering. A tax-exempt form will be attached to each athletic leave request approved with lodging in Ohio. Please inform the hotel of the tax-exempt form at the time of registering. We are attempting to eliminate the cost of the Ohio sales tax on rooms. Thank you.

(OVER)

Please submit to the Superintendent's office.

3. After attending an athletic leave activity, a brief report will be required outlining the major concepts presented at the meeting. In the space below, and upon returning from the meeting, please state what concepts or ideas you learned and how you plan to implement the ideas in your sport 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 _____ Date _____

Teacher's Signature

APPENDIX F

REQUEST FOR ACADEMIC INCENTIVE INCREMENT APPROVAL

I. PERSONAL: Date of Application _____

Name _____ Address _____

School _____ Grade and/or Subject _____

Date employed by Riverside Local Board of Education _____

Highest College Degree _____ Date Received _____

Name of Institution _____

II. COURSE OF STUDY TO BE PURSUED:

Post Baccalaureate _____ Graduate _____

College or University _____

Advisor _____

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

Field of Study _____

Specific Courses to be Studied:

_____ Semester Hours _____

_____ Semester Hours _____

_____ Semester Hours _____

_____ Semester Hours _____

Total Semester Hours _____

Cost per semester hour $_____ Total Cost $_____

Compensation will be at the annual cost of six (6) semester hours in any twelve (12) month period or a total not to exceed $1,000, whichever is less.

III. PREVIOUS REQUEST IN PAST TWELVE MONTHS:

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

Signature: _____ (see back)

IV. ACTION TAKEN:

Approved/Disapproved _____ Date _____

Superintendent

Approved for Board of Education _____ Date _____

Clerk

V. PAYMENT:

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

Date Official Transcript Received _____

Date Statement of Tuition Cost Received _____

Approved for Payment of: $_____

Superintendent _____

Clerk _____

Date _____

VI. Degree Position on Salary Schedule Now: _____

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

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

_____ Are you currently enrolled in a planned degree program:

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

_____

_____

What is your purpose for taking this course/courses?

_____

_____

_____

APPENDIX G

	Date _____ Sunday	Date _____ Monday	Date _____ Tuesday	Date _____ Wednesday	Date _____ Thursday	Date _____ Friday	Date _____ Saturday

Employee's Signature

Supervisor's Approval _____

Treasurer's Approval _____

APPENDIX H

RIVERSIDE LOCAL BOARD OF EDUCATION

SUPPLEMENTAL CONTRACT POSITION

POSITION(S) _____

_____

NAME _____

Check only one method of payment:

_____ (1) Lump sum not later than the first pay period following the completion of the contract assignment or the school year. It will be subject to Federal Income Tax, State Income Tax, and STRS.

_____ (2) Salary paid in twenty-four (24) equal installments combined with regular earnings.

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

Signature _____ Date _____

Treasurer _____ Date _____

APPENDIX I-1

Riverside Local Schools
Head Coach Evaluation Form

Coach: _____ Conference Date: _____ Assignment: _____

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

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

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

Specific Comments:

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

Specific Comments:

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

Specific Comments:

I. Evaluator's Comments:

II. Specific Recommendations for Improvement:

III. Means to Obtain Assistance in Making Improvements:

IV. Coach Comments (Optional):

Recommendation for the school year _____

Circle One	Successful	To be recommended for contract
	Needs Improvement	To be recommended for contract provided an understanding can be reached in areas where improvement is suggested
	Unsatisfactory	Not to be recommended for contract

(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 Athletic Director.)

_____ _____

Athletic Director's Signature Date Head Coach's Signature Date

_____

Principal's Signature Date

c: White Copy – Member
Green Copy – Principal and Athletic Director
Blue Copy – CAO

APPENDIX I-2

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

Coach: _____ Conference Date: _____ Assignment: _____

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

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

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

Specific Comments:

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

Specific Comments:

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

Specific Comments:

I. Evaluator's Comments:

II. Specific Recommendations for Improvement:

III. Means to Obtain Assistance in Making Improvements:

IV. Coach Comments (Optional):

Recommendation for the school year _____

Circle One	Successful	To be recommended for contract
	Needs Improvement	To be recommended for contract provided an understanding can be reached in areas where improvement is suggested
	Unsatisfactory	Not to be recommended for contract

(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 Athletic Director.)

Athletic Director's Signature	Date	Assistant Coach's Signature	Date
Principal's Signature	Date	Head Coach's Signature	Date

c: White Copy – Member
Green Copy – Principal and Athletic Director
Blue Copy – CAO

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.

(See Legacy Document proposal above.)

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 XXI 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 Health Care Benefits Program

Adopted Standard Plan Designs: Non-Grandfathered **PLAN OPTIONS EFFECTIVE 1/1/2023**

RIVERSIDE LOCAL SCHOOLS	CDHP (HSA Compatible)		Standard Plan 1		Standard Plan 2	
	Consumer Driven Health Plan		PPO - Preferred Provider Organization		PPO - Preferred Provider Organization	
Covered Services:	**Network**	**Non-Network**	**Network**	**Non-Network**	**Network**	**Non-Network**
Skilled Nursing (100 days/benefit period)	10% after deductible	50% after deductible	20% after deductible	40% after deductible	10% after deductible	30% after deductible
Organ Transplants	10% after deductible	50% after deductible	20% after deductible	40% after deductible	10% after deductible	30% after deductible
Other Services						
Allergy Testing and Treatments	10% after deductible	50% after deductible	20% after deductible	40% after deductible	10% after deductible	30% after deductible
Ambulance	10% after deductible	50% after deductible	20% after deductible	40% after deductible	10% after deductible	30% after deductible
Durable Medical Equipment	10% after deductible	50% after deductible	20% after deductible	40% after deductible	10% after deductible	30% after deductible
Home Healthcare	10% after deductible	50% after deductible	20% after deductible	40% after deductible	10% after deductible	30% after deductible
Hospice	10% after deductible	50% after deductible	20% after deductible	40% after deductible	10% after deductible	30% after deductible
Private Duty Nursing	10% after deductible	50% after deductible	20% after deductible	40% after deductible	10% after deductible	30% after deductible
PRESCRIPTION DRUGS - COVERED THROUGH EXPRESS SCRIPTS/MEDICAL MUTUAL						
30 day supply at Network Retail Pharmacy						
ACA Preventive Services	$0.00		$0.00		$0.00	
Generic	10% after deductible		$10.00		$10.00	
Preferred Brand	10% after deductible		$30.00		$25.00	
Non-Preferred Brand	10% after deductible		$50.00		$40.00	
90 day supply at Network Retail or Home Delivery						
Generic	10% after deductible		$20.00		$20.00	
Preferred Brand	10% after deductible		$60.00		$50.00	
Non-Preferred Brand	10% after deductible		$100.00		$80.00	

[1]Maximum family deductible. Member deductible is the same as single deductible.

[2]The Maximum Out of Pocket amount will be subject to change based on compliance wih the Affordable Care Act

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

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

This benefit summary provides a brief outline of the services covered by Medical Mutual. Refer to your certificate for information regarding the

ARTICLE VIII

TEACHER APPRAISAL

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

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

A. The Association recognizes the responsibility of the administration to make periodic observations and evaluations of the performance of the teachers.

B. All observations and evaluations shall be written on Board forms.

C. **DEFINITION OF TERMS** – For the purposes of this provision, observation shall mean an administrator's report on a specified form based upon actual classroom monitoring of a teacher in a classroom situation and related duties essential in total teacher performance. For the purposes of this provision, evaluation shall mean an administrator's report on the specified form. This report is on the teacher's performance based upon classroom observation and reasonably assigned duties.

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

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

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

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

F. **PURPOSE** – The primary purpose of observations and evaluations is to appraise and help the teacher.

G. This Article specifically supersedes the relevant portions of O.R.C. 3319.11 and 3319.111, and all other portions thereof not specifically superseded remain in full force and effect.

H. Any teacher receiving written notice of the intention of the Board not to reemploy him or her may, within ten (10) days of the date on which he or she received the notice, file with the treasurer a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher. Any teacher receiving a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher

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

I. A teacher receiving a contract recommendation that is considered a conditional (extended limited contract with cause) must be observed at least five (5) times and evaluated at least twice during any school year in which the contract recommendation is made. Evaluations of a teacher must have a direct relationship to the teacher's observation report.

J. A teacher is ineligible for continuing contract status (unless already attained elsewhere) until he/she has taught in this District for at least three (3) full school years. Teacher must submit a statement of eligibility for continuing contract in writing to the Superintendent no later than September 30 of his/her fourth year. A teacher seeking continuing contract status must be observed at least three (3) times prior to January 1 and at least two (2) times between the mid-year evaluation and the final evaluation.

K. A teacher on continuing contract will maintain his/her rights under Ohio Revised Code Section 3319.16.

L. Not later than July 1, 2012, a New Evaluation Committee ("NEC") shall be formed consisting of the Superintendent or designee, who shall be chair of the Committee, five (5) administrators appointed by the Superintendent, the Association President and five (5) bargaining unit members appointed by the Association President. The purpose of this twelve (12) member Committee shall be to draft an evaluation policy that complies with the Ohio Teacher Evaluation System model and framework for the evaluation of teachers to be adopted by the Board of Education not later than July 1, 2013.

M. Compensation of NEC Members: Members of the NEC shall be granted release time from their regular duties to attend meetings of the NEC and to perform such other work as may be required by the NEC. In the event that NEC members shall perform work for the NEC outside of the regular workday or professional development activities, said members shall receive the teacher substitution rate under Section F. of Article 13.

N. Responsibilities of the NEC: To make a recommendation to the Superintendent by May 1, 2013, regarding the design of the new evaluation system consistent with the Ohio Teacher Evaluation System framework and model and applicable law.

O. All staff shall be trained in the evaluation processes, procedures and tools.

P. All evaluators shall be trained and licensed as evaluators by the State of Ohio, and shall not be members of the bargaining unit.

Q. If the NEC fails to reach consensus after good-faith efforts, the Superintendent, RLEA President and their respective representatives shall engage the services of a mediator to resolve the matter. Any costs of mediation shall be paid equally by the parties.

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

LEGACY DOCUMENT

This document reflects excerpts from the collective bargaining agreement between the RLEA and Board which are not applicable at this time. The parties have agreed to maintain this Legacy Document in the event there is a change in federal or state law that will allow for this language to be placed back into the contract and be implemented.

ARTICLE III

J. **RIGHT TO FAIR SHARE FEE**

1. **PAYROLL DEDUCTION OF FAIR SHARE FEE** - The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Riverside Local Education Association, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

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

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

   a. **ALL FAIR SHARE FEE PAYORS** - Payroll deduction of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

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

4. **TRANSMITTAL OF DEDUCTIONS** - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for

whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

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

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

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

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

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

   c. The Board agrees to:

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

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

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

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

GLOSSARY OR DEFINITION OF TERMS

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

Memorandum of Understanding
Riverside Local School District

Asynchronous Course Language

Asynchronous Course (AC) refers to any course that is taught in a manner that students can access content anytime and/or anywhere. Both parties recognize that there are multiple ways to achieve this, including, but not limited to, purchased online courses and teacher created courses. This article does not address the creation of asynchronous courses, but the teaching of those courses. Teachers who create asynchronous courses will be paid at the negotiated hourly rate of .000605 of the base salary.

Asynchronous Course Delivery

1. The teacher has time built into the day to grade and/or communicate with students and parents. In this situation, the asynchronous course is considered one of the teacher's daily preps. No stipend is paid in this situation, as the course is considered one of the teacher's daily duties.
2. The teacher is teaching the asynchronous course outside the traditional daily schedule. There is no time built into the daily schedule for grading or communicating with the students assigned to the course.
    a. Assignment and Compensation: Those teachers participating in AC shall be members of the RLEA; however, in the absence of a qualified or interested bargaining unit member, the District may use outside personnel to teach AC provided that it does not result in a reduction in force. Bargaining unit members that teach AC will receive a stipend equivalent to .125 of the base salary as defined in Article XIII section A of the negotiated agreement for each separate AC taught.
    b. Planning Time: AC courses are considered supplemental to the daily schedule and are therefore not subject to the preparation language of Article XV section 3, as these courses occur outside the regular school day.
    c. Observations: Observations will not be conducted in asynchronous courses. However, teacher conduct and performance in AC may be noted in evaluations.

This agreement shall remain in effect for the duration of the 20-21 school year.

Signatures:

(Superintendent) 11/18/2020 (Date)

(RLEA President) 11/18/2020 (Date)

MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERSIDE LOCAL EDUCATION ASSOCIATION (RLEA)
AND
RIVERSIDE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION (BOARD)

The authorized representatives of the RLEA and Board enter into this Memorandum of Understanding to create a new supplemental contract as follows:

1. For the 2022-2023 and 2023-2024 school years, a supplemental contract called "Principles of Business" will be offered.

2. This supplemental contract is course-specific and will be offered to the individual who teaches the course of the same name.

3. The index amount for this supplemental contract is 0.0958 regardless of the level of experience of the individual offered this supplemental contract.

4. This Memorandum of Understanding shall be in effect through the expiration of the 2021-2024 Negotiated Agreement between the parties. All other provisions of the 2021-2024 Negotiated Agreement between the RLEA and Board remain in full force and effect.

5. RLEA agrees that neither it nor any RLEA member shall file a grievance, unfair labor practice or other claim lawsuit relating to this matter unless it seeks to enforce the terms of this Memorandum of Understanding. The Board agrees that it shall not file an unfair labor practice or other claim lawsuit relating to this matter unless it seeks to enforce the terms of this Memorandum of Understanding.

6. This Memorandum of Understanding will not establish any precedent in other matters, whether past, present or future.

For the RLEA,

12/6/22

Mrs. Tana Ford — Date
RLEA President

For the Board of Education,

12/6/2022

Dr. James Kalis — Date
Superintendent

MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERSIDE LOCAL EDUCATION ASSOCIATION (RLEA)
AND
RIVERSIDE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION (BOARD)

The authorized undersigned representatives of the RLEA and Board have entered into this Memorandum of Understanding to address the workload of intervention specialists and speech therapists, and the RLEA and Board agree as follows:

1. Each Intervention Specialist and Speech Therapist will receive one (1) full day of release time during the first and third quarters of each school year to be used to complete their progress reports.

2. The Board will take reasonable action to limit each Intervention Specialist's caseload to 75% of the Ohio Department of Education's recommended caseload capacity.

3. If the caseload of an elementary and middle school (K-8) Intervention Specialists exceeds the 75% caseload capacity (13-16 students), that Intervention Specialist will receive one (1) full day each school year or two (2) half days each school year of additional release time to complete necessary paperwork related to each student above the Intervention Specialist's 75% caseload.

4. If the caseload of a high school intervention Specialist exceeds the 75% caseload capacity (19-24 students), that Intervention Specialist will receive 450 minutes of extra release time each school year for each student above the Intervention Specialist's 75% caseload capacity. This time will be scheduled into that Intervention Specialist's daily schedule by the building administrators and will take the place of an assigned duty for the Intervention Specialist.

5. "Jon Peterson Scholarship" IEPs and "Open Enrolled" IEPs will be included in the calculation of any extra release time under Paragraphs 3 and 4 above, but these students will not be considered part of an Intervention Specialist's actual caseload.

6. "Jon Peterson Scholarship" IEPs and "Open Enrolled" IEPs will be assigned to Intervention Specialists by grade level on a rotating basis.

7. Consideration of additional adult support (in the form of classroom aides) and/or hiring any additional Intervention Specialists for specialized cross-categorical resource classrooms/self-contained classrooms and preschool center-based classrooms will be based on individual student needs in the affected classroom(s). Teachers should contact the Director of Student Services if they believe that the needs of the students in their classroom necessitates additional adult support.

8. A scheduling meeting will be held with intervention specialists and speech therapists at the beginning of the school year in order for guidance and collaboration to be provided by administration in developing the service providers caseloads and schedule for the upcoming year. This meeting will be held within the first ten days of the school year. A second meeting will be held with the speech therapists before the end of January each year to review and revisit caseloads/workloads and schedules. Adjustments to caseloads and/or schedules may be made by administration in accordance with these meetings.

9. This Memorandum of Understanding expires on the last workday of the teachers' 2023-2024 work year.

10. All provisions of the 2021-2024 Negotiated Agreement between the RLEA and Board remain in full force and effect.

11. The RLEA agrees that neither it nor any RLEA member shall file a grievance, unfair labor practice and/or other claim/lawsuit relating to this matter unless it seeks to enforce the terms of this Memorandum of Understanding.

12. The Board agrees that it shall not file an unfair labor practice and/or other claim/lawsuit relating to this matter unless it seeks to enforce the terms of this Memorandum of Understanding.

13. This Memorandum of Understanding will not establish any precedent in other matters, whether past, present or future.

For the RLEA.

11/1/2021

Ms. Tana Ford — Date
RLEA President

For the Board.

11/1/2021

Dr. James Kalis — Date
Superintendent