



03/01/12  
11-MED-04-0593  
1544-01  
K28282

**MASTER AGREEMENT**

**THE RIVER VALLEY LOCAL BOARD OF EDUCATION**

**AND**

**THE RIVER VALLEY TEACHER'S ASSOCIATION**

**July 1, 2011**

**to**

**June 30, 2014**

**RIVER VALLEY TEACHERS' ASSOCIATION**

**MASTER AGREEMENT**

**TABLE OF CONTENTS**

**AGREEMENT BETWEEN THE PARTIES .....1**

**ARTICLE I .....2**

PREAMBLE.....2

**ARTICLE II.....2**

RECOGNITION.....2

*A Recognition of Association .....2*

*B Recognition of Board.....2*

*C Recognition of Superintendent.....3*

*D Membership in Professional Organizations .....3*

*E Negotiable Items .....3*

**ARTICLE III .....3**

ORGANIZATIONAL RIGHTS AND PRIVILEGES .....3

*A No Reprisal for Association Membership .....3*

*B Contrary to Law.....3*

*C Work Stoppage.....3*

*D Released Time for Negotiations.....4*

*E Access to School Building.....4*

*F Availability of Budgetary and Statistical Information .....4*

*G Copies of Official Board Minutes .....4*

*H Access to School Facilities and Equipment .....4*

*I Payroll Deduction of Association Dues.....5*

*J Payroll Deduction of Cancer Insurance .....6*

*K Payroll Deduction of Annuities.....6*

*L Payroll Deduction for Credit Union.....6*

*M Exclusive Rights of Association.....7*

**ARTICLE IV .....7**

NEGOTIATION PROCEDURES .....7

*A Directing Requests.....7*

*B Negotiation Meetings.....7*

*C Representation .....7*

*D Assistance .....8*

*E Study Committee .....8*

*F Information .....8*

*G While Negotiations are in Progress.....8*

*H Agreement.....9*

*I Disagreement.....9*

*J Rights of Individuals.....9*

*K Provisions Contrary to Law.....10*

*L Definitions .....10*

*M Preliminary Sessions .....11*

*N Amending Procedure .....11*

**ARTICLE V .....11**

GRIEVANCE PROCEDURE.....11

*A Definitions .....11*

*B Purpose.....11*

*C Rights of the Grievant and the Union .....11*

*D Timelines.....12*

*E Informal Procedure .....12*

<i>F</i>	<i>Grievance Procedure</i> .....	12
<i>G</i>	<i>Miscellaneous</i> .....	13
<b>ARTICLE VI</b>	.....	<b>14</b>
TEACHING HOURS AND LOAD	.....	14
<i>A</i>	<i>Teacher Workday</i> .....	14
<i>B</i>	<i>Teacher Work Year</i> .....	14
<i>C</i>	<i>Faculty Meetings</i> .....	14
<i>D</i>	<i>Lunch Period</i> .....	15
<i>E</i>	<i>Preparation Time</i> .....	15
<i>F</i>	<i>Extracurricular Activities</i> .....	15
<b>ARTICLE VII</b>	.....	<b>15</b>
CLASS SIZE	.....	15
<i>A</i>	<i>Maximum Class Size</i> .....	15
<i>B</i>	<i>Further Limitations</i> .....	16
<i>C</i>	<i>Capacities</i> .....	16
<i>D</i>	<i>Inclusion Committee</i> .....	16
<b>ARTICLE VIII</b>	.....	<b>16</b>
TEACHER FACILITIES	.....	16
<i>A</i>	<i>Facilities</i> .....	16
<i>B</i>	<i>Availability of Key</i> .....	17
<i>C</i>	<i>Availability of Parking</i> .....	17
<b>ARTICLE IX</b>	.....	<b>17</b>
TEACHER SUBSTITUTION	.....	17
<b>ARTICLE X</b>	.....	<b>17</b>
SICK LEAVE	.....	17
<i>A</i>	<i>Days per Year and Accumulation</i> .....	17
<i>B</i>	<i>New Teachers</i> .....	17
<i>C</i>	<i>Arranging Substitutes</i> .....	17
<i>D</i>	<i>Sick Leave Form</i> .....	17
<i>E</i>	<i>Sick Leave for Family Members</i> .....	18
<i>F</i>	<i>Sick Leave Bank</i> .....	18
<b>ARTICLE XI</b>	.....	<b>18</b>
TEMPORARY LEAVES OF ABSENCE	.....	18
<i>A</i>	<i>Paid Leave</i> .....	18
<i>B</i>	<i>Addition to Sick Leave</i> .....	20
<b>ARTICLE XII</b>	.....	<b>20</b>
EXTENDED LEAVES OF ABSENCE	.....	20
<i>A</i>	<i>Peace Corps, Vista, National, Teacher Corps Leaves</i> .....	21
<i>B</i>	<i>Parental Leave</i> .....	21
<i>C</i>	<i>Leave For Care Of Sick Family Member</i> .....	22
<i>D</i>	<i>Leave For Personal Illness</i> .....	22
<i>E</i>	<i>Extension Leave For Personal Illness</i> .....	23
<i>F</i>	<i>Professional Study or Travel</i> .....	23
<i>G</i>	<i>Sabbatical Leave</i> .....	24
<b>ARTICLE XIII</b>	.....	<b>24</b>
EVALUATION PROCEDURE	.....	25
<i>A</i>	<i>Philosophy</i> .....	25
<i>B</i>	<i>Objectives – Teacher</i> .....	25
<i>C</i>	<i>Objectives – Principal</i> .....	25
<i>D</i>	<i>Procedure</i> .....	25
<i>E</i>	<i>The Entry Year (Resident Educator) Program</i> .....	26

<b>ARTICLE XIV.....</b>	<b>26</b>
NOTIFICATION OF PERFORMANCE STATUS .....	26
A <i>Observation</i> .....	26
B <i>Personnel</i> .....	26
C <i>Status of Performance</i> .....	26
D <i>Final Evaluation</i> .....	27
E <i>Required Superintendent Conference</i> .....	27
F <i>ORC in Termination Recommendation</i> .....	27
G <i>Continuing Contracts</i> .....	27
<b>ARTICLE XV .....</b>	<b>28</b>
TUITION.....	28
<b>ARTICLE XVI.....</b>	<b>29</b>
TRANSFERS AND REASSIGNMENTS .....	29
A <i>Voluntary</i> .....	29
B <i>Involuntary</i> .....	30
<b>ARTICLE XVII.....</b>	<b>30</b>
NONTEACHING DUTIES .....	30
A <i>Equality of Duty Schedule</i> .....	30
B <i>Student Transportation</i> .....	30
C <i>Lunch Room Duty</i> .....	31
<b>ARTICLE XVIII.....</b>	<b>31</b>
MASTER TEACHER COMMITTEE.....	31
<b>ARTICLE XIX.....</b>	<b>31</b>
REDUCTIONS IN STAFF .....	31
A <i>Conditions for Reduction</i> .....	31
B <i>Notification of Reduction</i> .....	32
C <i>Right of Teachers Subject to Reduction</i> .....	32
D <i>Seniority</i> .....	32
E <i>List of Seniority</i> .....	33
F <i>Recall</i> .....	33
G <i>Eligibility to Participate in Fringe Benefits</i> .....	33
H <i>Filling Vacancies</i> .....	33
<b>ARTICLE XX .....</b>	<b>34</b>
SEVERANCE PAY .....	34
<b>ARTICLE XXI.....</b>	<b>35</b>
INSURANCE .....	35
A <i>Life Insurance</i> .....	35
B <i>Hospitalization/Surgical/Medical</i> .....	35
C <i>Dental Insurance</i> .....	37
D <i>Employee Option</i> .....	37
E <i>Insurance Cost Incentive</i> .....	37
F <i>Leave of Absence</i> .....	38
G <i>Optical Insurance</i> .....	38
H <i>Benefits Committee</i> .....	38
I <i>125 Plan</i> .....	39
<b>ARTICLE XXII.....</b>	<b>39</b>
SALARY AND SALARY INDEX.....	39
A <i>Salary Index</i> .....	39
B <i>Base Salary</i> .....	40
C <i>Compensation for Extracurricular Activities</i> .....	40
D <i>Payment of Salary</i> .....	40

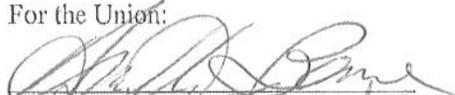
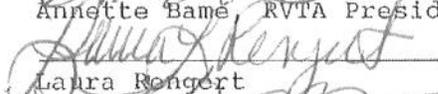
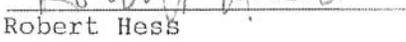
<i>E Undergraduate Hours</i> .....	40
<i>F Longevity</i> .....	40
<i>G Request to Change Salary Column</i> .....	40
<i>H Tutors</i> .....	40
<b>ARTICLE XXIII</b> .....	<b>41</b>
RESPONSIBILITIES REGARDING DUTY SCHEDULE.....	41
<b>ARTICLE XXIV</b> .....	<b>41</b>
RELEASE OF TIME FOR RECORD KEEPING .....	41
<b>ARTICLE XXV</b> .....	<b>41</b>
DURATION OF AGREEMENT .....	41
<b>ARTICLE XXVI</b> .....	<b>41</b>
STRS PICK-UP WITH REDUCTION .....	41
<b>ARTICLE XXVII</b> .....	<b>42</b>
PARENTAL COMPLAINTS .....	42
<i>A Purpose</i> .....	42
<i>B Informal Resolution</i> .....	42
<i>C Employee Informed of Complaint</i> .....	42
<i>D Board Review of Complaints</i> .....	42
<b>ARTICLE XXVIII</b> .....	<b>42</b>
PERSONNEL INFORMATION .....	42
<i>A Official File</i> .....	42
<i>B Access to Personnel Information</i> .....	43
<b>ARTICLE XXIX</b> .....	<b>43</b>
DISCIPLINE AND DISCHARGE .....	43
<i>A Reasons For Discipline And/Or Discharge</i> .....	43
<i>B Progressive Discipline</i> .....	44
<i>C Predisciplinary Procedure</i> .....	44
<i>D Appeal of Discipline</i> .....	44
<i>E Suspensions</i> .....	44
<b>ARTICLE XXX</b> .....	<b>45</b>
SENIORITY .....	45
<i>A Definitions</i> .....	43
<i>B Accrual of Seniority</i> .....	44
<i>C Equal Seniority</i> .....	44
<i>D Loss of Seniority</i> .....	44
<i>E Posting of Seniority Lists</i> .....	44
<i>F Correction of Inaccuracies</i> .....	43
<b>ARTICLE XXXI</b> .....	<b>46</b>
RETIRED TEACHERS .....	46
<b>ARTICLE XXXII</b> .....	<b>46</b>
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE STIPENDS .....	48
<b>ARTICLE XXXIII</b> .....	<b>48</b>
PROFESSIONAL DEVELOPMENT PROGRAM .....	48
<b>ARTICLE XXXIV</b> .....	<b>49</b>
COMPLETE TRAINING MANDATED BY LAW .....	49

<b>APPENDICES.....</b>	<b>50</b>
<b>APPENDIX A.....</b>	<b>50</b>
GRIEVANCE REPORT FORM.....	50
<b>APPENDIX B.....</b>	<b>51</b>
EXTENDED USE OF SICK LEAVE (FORM).....	51
<b>APPENDIX C.....</b>	<b>53</b>
TEACHER EVALUATION OBSERVATION FORM .....	53
<b>APPENDIX D.....</b>	<b>54</b>
FIRST/FINAL TEACHER EVALUATION INSTRUMENT .....	54
<b>APPENDIX E.....</b>	<b>57</b>
2011 – 2014 SALARY SCHEDULE .....	57
<b>APPENDIX F.....</b>	<b>58</b>
2011-2014 SUPPLEMENTAL CONTRACTS.....	58
<b>APPENDIX G.....</b>	<b>59</b>
SCHEDULE OF COMPREHENSIVE MAJOR MEDICAL BENEFITS.....	59
VISION SERVICE PLAN SUMMARY OF BENEFITS .....	60
DELTA DENTAL – SUMMARY OF DENTAL PLAN BENEFITS .....	61

AGREEMENT BETWEEN THE PARTIES

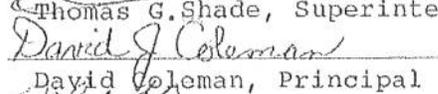
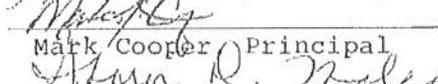
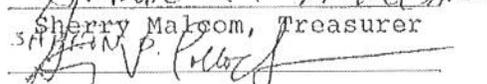
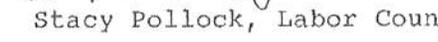
The attached document represents the product of negotiations between the parties. Negotiations were concluded by tentative agreement on July 12, 2011. This agreement represents a contract between the River Valley Board of Education and the River Valley Teachers' Association. The effective date of this agreement shall be July 1, 2011 or as specified herein, when the parties execute by vote of their respective memberships. This agreement shall be in full force and effect until June 30, 2014.

For the Union:

  
Annette Bamé RVTA President  
  
Laura Bengert  
  
Laura Carey  
  
Robert Hess

\_\_\_\_\_  
OEA Labor Relations Consultant

For the Board:

  
Thomas G. Shade, Superintendent  
  
David J. Coleman, Principal  
  
Mark Cooper, Principal  
  
Sherry Malcom, Treasurer  
  
Stacy Pollock, Labor Counsel

**ARTICLE I**

**PREAMBLE**

The River Valley Local Board of Education and the River Valley Teachers' Association are dedicated to the task of providing the best education possible for the children of River Valley Local School District. In developing high standards of performance necessary to quality education, the morale and well being of the staff are factors of importance.

Mutually agreeable personnel policies not only promote wholesome attitudes and feelings about the performance of professional services, but also increase the efficiency of the professional staff in their relationship to the pupils and the community.

It is recognized that the best interests of public education will be served by establishing procedures to provide an orderly method for the River Valley Local Board of Education, the administrative staff, and representatives of the certificated professional staff to negotiate. These procedures will in no way infringe upon the following rights and responsibilities:

1. The Board of Education, under law, has the final responsibility of establishing policies for the school district.
2. The Superintendent and his staff have the responsibility of carrying out the policies established.
3. The professional teaching staff has the responsibility of providing the best possible education in the classroom.
4. The River Valley Teachers' Association is declared the majority group for the purpose of professional negotiations.

**ARTICLE II**

**RECOGNITION**

**A Recognition of Association**

The River Valley Local Board of Education, hereinafter referred to as the Board, recognizes the River Valley Teachers' Association, hereinafter referred to as the Association, affiliated with the Ohio Education Association, and the National Education Association, as the sole and exclusive negotiations representative of all bargaining unit members.

**B Recognition of Board**

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the River Valley Local School District and as the employer of all certificated personnel of the school system.

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and the United States.

The exercise of the foregoing power, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Master Contract and Ohio Statutes; to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio, State Board of Education, and the Constitution and laws of the United States.

**C Recognition of Superintendent**

The Association and the Board recognize the Superintendent as the chief executive officer and as professional advisor of the Board. As such, the Superintendent may actively be involved in the negotiation process.

**D Membership in Professional Organizations**

Both parties recognize that certificated personnel have the right to join or not to join any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment. Such organization may set criteria for membership but may not exclude teachers as members on the basis of sex, marital status, religion, race, creed or national origin.

**E Negotiable Items**

Negotiable items will be all matters pertaining to wages, hours and terms and conditions of employment; and the continuation, modification, or deletion of terms in this collective bargaining agreement.

**ARTICLE III**

**ORGANIZATIONAL RIGHTS AND PRIVILEGES**

**A No Reprisal for Association Membership**

There will be no reprisals of any kind taken against any teacher by reason of membership in the Association or participation in any of its activities.

**B Contrary to Law**

Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section or clause shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the duration of this agreement.

**C Work Stoppage**

The Association agrees that there shall be no strike action or work stoppage for the duration of this agreement except as otherwise provided in this agreement.

D Released Time for Negotiations

If negotiation meetings between the Board and the Association are mutually agreed to be scheduled during a school day, the members of the Association's Negotiating Team will be relieved of all regular duties without loss of pay as necessary in order to permit their participation in such meetings.

E Access to School Building

In order for the Association to administer this Agreement properly for the benefit of the teachers and the welfare of the school system and to otherwise properly represent the members of the negotiating unit, the representatives of the Association will have access to all school buildings and to all teachers, provided that the exercise of this right does not interfere with the educational program.

F Availability of Budgetary and Statistical Information

The Board will, upon request, provide the Association with any documents and/or data which will assist it in developing intelligent, accurate, informed and constructive programs on behalf of teachers and their students, together with any other available information which may be necessary for the Association to formulate programs or process grievances under this Agreement.

G Copies of Official Board Minutes

A copy of the official agenda of the meeting, and any such related attachments, will be given to the Association at least two days prior to said meeting. Minutes of Board meetings are available on the District website.

H Access to School Facilities and Equipment

1. The Association will have the right to use school buildings without cost at reasonable times for meetings. The date, time and section of the building to be used will be approved following the regular procedure of that building.
2. The Association will have the right to use school facilities and equipment, including public address equipment, audio-visual equipment at reasonable times assuming it does not interfere with the educational program. Cost of copying, paper for Association purposes will be borne by the Association for anything run in volumes of twenty (20) copies or more.
3. The Association will have the right to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board. There will be one (1) bulletin board of appropriate size available for the Association in the teacher study area of each school building for the purpose of displaying notices, circulars, and other such material. Copies of all such material will be provided to the building principal prior to posting, but his/her approval will not be required.

4. The Association members will receive additional identification, which they may affix to their mailboxes. The Association has the right to place organizational notices, circulars, and other such material in all teachers' mailboxes. Copies of all such material will be provided to the Superintendent and to the building principal prior to distribution, but his/her approval will not be required.
5. The Association will have the right to have placed in the Superintendent's packet to all new teachers a letter prepared by the Association informing said teachers that the Association is recognized as the exclusive negotiating representative for all teachers in the River Valley School System.

#### I Payroll Deduction of Association Dues

1. The Board agrees to deduct from the salaries of the teachers dues and assessments for the Association and/or any one or combination of such organizations as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such organization or organizations. All teachers who are not members of the Association shall pay an agency fee subject to the provisions of 4117.09(C) of the Ohio Revised Code. Those members of the bargaining unit who are currently non-members of RVTA as of school year 1985-86 shall have the option to choose to belong or not belong to RVTA and are exempt from agency fee. New employees and employees who are returned from staff reduction shall in accordance with O.R.C. 4117.09(C) become members of RVTA or pay an agency fee in the amount of unified dues as specified annually by RVTA.

The River Valley Teachers' Association grants indemnity to the River Valley Board of Education, meaning that the consequences of all litigation would be borne by the affiliate provided:

- a. The employer is required to give the affiliate ten (10) days 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 reserves the right to designate counsel to represent and defend the Employer. However, this provision shall not prevent the Employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Employer will in no event create or foster a conflict of interests.
- c. The employer agrees to:
  - (1) give full and complete cooperation and assistance to the affiliate and its counsel at all levels of the proceeding;
  - (2) permit the affiliate or its affiliated organization to intervene as a party if it is so desired; and/or

- (3) to not oppose the affiliate or its affiliated organization's application to file briefs, amicus curiae in the action;
  - d. The action brought against the employer must be a direct consequence of the employer's good faith compliance with the fair share fee contract provisions provided, however, that there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.
2. Each of the Teacher organizations named in Paragraph 1 above will certify to the Board in writing the current amount of its membership dues. Any organization which changes the amount of its membership dues will give the Board thirty (30) days written notice prior to the effective date of such change.
  3. Deductions referred to in Paragraph 1 above will be made in equal installments on the first pay day of each month during the school year.
  4. The Board will not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made. In September of each year the Board will provide the Association with a list of those teachers who have voluntarily authorized the Board to deduct dues for any of the organizations named in Paragraph 1 above. The Association will provide the amount of dues to be deducted for each employee beginning in October and ending on July 1 of the following year. The Board will notify the Association monthly of any changes in said list. Any teacher desiring to have the Board discontinue deductions he/she has previously authorized must so notify the Board and the Association in writing by September 30 of the school year during which such discontinuance is to be effective.

#### J Payroll Deduction of Insurance

The Board agreed to deduct from teacher's salaries money for insurance not sponsored by the Board as long as at least five (5) teachers individually and voluntarily authorizes the Board to deduct and to transmit the monies promptly to such insurance company. All action must be taken during said company's enrollment period.

#### K Payroll Deduction of Annuities

The Board agrees to deduct from Teacher's salaries money for annuities and said teacher individually and voluntarily authorizes the Board to deduct and to transmit the monies promptly to the proper organizations. All action must be taken during said company's enrollment period.

#### L Payroll Deduction for Credit Union

The Board agrees to deduct from teacher's salaries, money for credit union that said teacher individually and voluntarily authorizes the Board to deduct during the enrollment period and to transmit the monies promptly to credit union when the computer becomes operational.

**M Exclusive Rights of Association**

The rights and/or privileges granted to the Association by Sections B, C, D, E, F, G, H, I, J, K and L of this Article will not be granted to any other teachers' group or organization which purports to represent any teacher or group of teachers covered by this Agreement.

**ARTICLE IV**

**NEGOTIATION PROCEDURES**

**A Directing Requests**

Requests in writing for negotiation meetings from the Association will be made to the Board through the Superintendent. Requests from the Board or their representatives will be made in writing to the President of the Association. Requests for meetings shall contain a description of the items for negotiation. Requests for negotiations shall be filed no sooner than ninety (90) days prior to the expiration of this agreement.

**B Negotiation Meetings**

An agreement will be reached within seven calendar days after the request as to the time and the place of the meeting which shall be held within fifteen (15) calendar days after the request has been submitted, unless both parties agree to an extension of time. Further meetings shall be held at the request of either party and the date and place shall be established at the preceding meetings upon agreement of both parties.

Negotiating meetings shall be scheduled with the least interruption of school schedules; however, if absolutely necessary and upon mutual agreement, the negotiating committee will be released from school duties without loss of pay to attend these meetings. Meetings shall be closed session unless otherwise mutually agreed to by both parties.

**C Representation**

Members of the Board or their designated representative, who are not teachers as defined in this agreement, shall meet with designated representatives of the Association to negotiate in "good faith." (Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party will give amended proposals.)

Representation shall be limited to not less than three or more than five representatives for the Board, and not less than three or more than five representatives for the Association. The names of the members of both teams shall be exchanged prior to the negotiations meeting. Neither party shall have any authority in determining the representatives for the other party. While no final agreement shall be executed without first ratification by the Association membership, and the Board, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals and to make concessions in the course of negotiations.

D Assistance

Either party may call upon professional and lay assistance to consider a matter under discussion and to make suggestions. Such consultants may be used in the negotiation meetings. Necessary clerical assistance shall be provided by each team.

E Study Committee

The negotiating committees may appoint joint ad hoc study committees to research, study, and develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report in writing all findings to both parties.

F Information

The Board and the Superintendent agree to furnish the Association's negotiation committee upon request and within seven calendar days of its request both prior to and during negotiations, all available current information concerning financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers, the students and the educational program.

The Association agrees to furnish all available information on its proposals to the Board's negotiating committee within seven (7) calendar days of its request both prior to and during negotiations, to support the development of sound programs for the school district.

G While Negotiations are in Progress

1. Caucuses

The chairman of either committee may caucus his/her group for independent discussion at any time. Caucuses will be no longer than thirty minutes except by mutual agreement.

2. Recesses

The chairman of either committee may call a recess when it appears no more meaningful discussion can be accomplished. Such recesses should be of reasonable length but should not exceed forty-eight (48) hours unless extended by mutual agreement.

3. Protocol

No action to coerce or censor or penalize any negotiating participants shall be made or implied as a result of participation in any part of the negotiation process.

4. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall be construed as final agreement of both negotiations committees. Articles not offered for amendment or deletion shall be reduced to writing and included in the successor agreement prior to final ratification.

5. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting and the minimum items to be negotiated at said meeting.

6. Progress Reports

Periodic progress reports may be given anytime to bodies being represented by both negotiations committees assuming that it does not interfere with the educational program.

7. News Releases

Any news releases given to the media during the negotiations process must be approved by both parties prior to release.

H Agreement

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association and the Board for ratification. The agreement shall then be signed by the parties and implemented. These items shall be reduced to writing and distributed to the teachers.- When necessary, the provisions shall be reflected in individual teacher's contracts.

The cost of printing and distributing the collective bargaining agreement will be shared equally by the parties.

I Disagreement

1. Responsibilities

Both parties pledge themselves to negotiate in good faith and to utilize in good faith the facilities provided by this document to reach an agreement.

2. If an impasse is declared by either party during negotiations, a written declaration of impasse will be submitted to the other committee chairperson effective five (5) calendar days from date of letter.

3. A joint request will be made for the services of the Federal Mediation and Conciliation Services. Mediation will continue with daily sessions for a maximum of fifteen (15) days unless the progress is mutually extended for the purpose of resolution.

4. Costs

The expenses of the mediation shall be borne equally by the parties. Each party shall pay the cost of any consultants or persons appearing at their request.

J Rights of Individuals

Nothing in this Document shall prohibit any certificated employee from representing views, proposals, or grievances to the Administrative Staff or to the Board in accordance with established procedure. Negotiations, however, shall be conducted according to this Procedure in Article IV.

## K Provisions Contrary to Law

If any provisions of this Document or any application of the Document to any certificated person or persons shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereto shall continue in full force and effect. Any such provisions found to be contrary to law shall be re-negotiated according to the Provisions of Article IV of this Document.

## L Definitions

1. Professional Negotiations means conferring, discussion, and negotiating in good faith by a Board of Education or its designated full-time administrative representatives, and a recognized teacher organization through its designated representatives in an effort to reach agreement on matters of concern.
2. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party will give amended proposals.
3. Negotiations Committees are the designated representatives of the Board and of the Association.
4. Ratification shall be accomplished by formal approval of two-thirds (2/3) of the membership of the River Valley Teachers' Association. The tentative agreement will be presented to the Board for ratification at the next regular Board meeting following ratification by the Association, but in no event later than twenty-eight days following ratification by the Association.
5. Teachers are any certificated/licensed employees of the River Valley Local School District holding educational certifications/licensures and who serve the district in a regular contractual, non-administrative capacity defined by Ohio Revised Code 3319.09(A) and 3319.02 as a "teaching position" excluding tutors.
6. River Valley Teachers' Association is the official organization of the River Valley Teachers.
7. Impasse is the point at which agreement has not been reached and is a stalemate in interaction of the two committees in that all proposals or counter-proposals are unsatisfactory.
8. Accurate Minutes - The secretary shall record as directed by either committee important points under discussion, the reasons for and against the conclusions derived.
9. Professional Conditions shall be defined as: conditions involving sick, professional, and sabbatical leave; teacher welfare provisions; schedules; school calendar; payroll deductions; professional requirements; provisions for teacher participation in educational study and innovations; and any changes in procedures.

**M Preliminary Sessions**

The Board and the Association may, upon mutual agreement, hold study sessions prior to formal negotiations.

**N Amending Procedure**

This document shall be subject to amendment according to procedure set forth in Article IV of this document.

**ARTICLE V**

**GRIEVANCE PROCEDURE**

**A Definitions**

1. "Grievance" shall mean a claim by a member of the bargaining unit, or union that there has been a violation, misinterpretation or misapplication of the language in this contract.
2. "Class Action Grievance" shall be a grievance arising from the same set of circumstances which affects more than one member of the bargaining unit.
3. A class action grievance shall be filed in the building where the majority of the bargaining unit members affected reside.
4. All class action grievances shall list the names of the affected bargaining unit members, or if the grievance affects the entire bargaining unit the form shall so state.
5. When an individual bargaining unit member chooses not to be included in a class action grievance, that right shall be extended to said bargaining unit member.
6. "Grievant" shall mean the union or member of the bargaining unit initiating a grievance.
7. "Immediate Supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance. Should a grievance be filed at an inappropriate level, the administrator receiving said grievance may forward the Grievant to a lower level administrator.
8. "Days" shall mean days in which the office of the Superintendent is open as posted on the school district's website.

**B Purpose**

The purpose of this procedure is to resolve the grievance at the lowest level. Both parties agree that grievances will be processed as expeditiously as possible.

**C Rights of the Grievant and the Union**

- a. The Grievant has the right to union representation at all meetings and hearings involving the grievance. At the informal level, the representative should be a local Association Representative.

- b. The union has the right to be present for the adjustment of any grievance.
- c. Grievance forms shall be exhibited in the appendix of this contract.
- d. The union and the aggrieved bargaining unit member must mutually agree to proceed to arbitration step of this procedure.
- e. The union shall receive copies of all communications in the processing of grievances.

#### D Timelines

- 1. The number of days indicated at each step of the procedure shall be maximum, and may be extended only by written mutual agreement of the parties.
- 2. A grievance shall be filed within fifteen (15) days of the act or the time the Grievant should have been aware of the act upon which the grievance is based.
- 3. Failure of the Grievant to comply with the timelines of this procedure shall cause the grievance to be dismissed.
- 4. Failure of the Board to comply with the timelines in this procedure shall result in the elevation of the grievance to the next step in the procedure.

#### E Informal Procedure

When a member of the bargaining unit becomes aware of an act on which a grievance may be based, the bargaining unit member shall first discuss it with their immediate supervisor. There shall be an attempt to resolve the problem informally prior to the filing of the grievance. The union shall be so notified of any adjustments that may occur during the informal procedure.

#### F Grievance Procedure

If the problem is not resolved through the informal procedure, the Grievant may file, within the timelines of D. 2., above, a written grievance with their immediate supervisor.

##### 1. Step 1

- a. The immediate supervisor shall arrange and hold a hearing within five (5) days of receipt of the grievance. The union, Grievant and Board may present evidence to sustain their position.
- b. Within five (5) days of the conclusion of the hearing, the union and the Grievant shall receive a written response from the immediate supervisor.
- c. If the Grievant is not satisfied with the response of the immediate supervisor, he/she may file, within five (5) days, a written form to proceed to Step 2.

2. Step 2

- a. Within five (5) days of the filing of the form, the Superintendent or Superintendent/Designee, shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step 1.
- b. Within five (5) days after the hearing the Superintendent or Superintendent/Designee shall provide a written response to the union and the Grievant.

3. Step 3

- a. Within five (5) days of receipt of the Step 2 response, or if the Step 2 supervisor fails to file a timely response, the Grievant and the union shall notify the Board of their intent to proceed to arbitration.
- b. Selection of the Arbitrator. The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to the arbitration shall be according to the voluntary rules and regulations of the American Arbitration Association.
- c. Authority of the Arbitrator. The arbitrator shall have no authority to add to, subtract from, modify, change, or alter any of the provisions of this contract or add to, subtract from, modify, change, or alter the language herein in arriving at a determination of any issue presented. The arbitrator shall be expressly confined to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted and further, shall have no authority to submit observations or declarations of opinions which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Board, the Grievant and the union.
- d. Cost of Arbitration. The cost for the service of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence and the cost of any hearing room will be borne by the unsuccessful party. Any other costs will be borne by the party incurring them.

G Miscellaneous

1. All communications, regarding grievances, shall be reduced to writing and hand delivered or mailed by certified mail, return receipt requested. The Board shall provide the union with a copy of all communications.
2. Constructive receipt by the Board shall be construed to be the delivery date to the office of the immediate supervisor.
3. Constructive receipt by the Grievant shall be construed to be the delivery date to the Grievant or the Union President.

4. Meetings and 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.
5. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits. The parties to this agreement will attempt at all times to schedule hearings at times other than during the work day.
6. No reprisal or recriminations shall be taken against any member of the bargaining unit who files or takes part in a grievance.
7. A grievance may be withdrawn by the union or the Grievant at any time without prejudice.

## **ARTICLE VI**

### **TEACHING HOURS AND LOAD**

#### **A Teacher Workday**

1. Teachers' workday will begin fifteen (15) minutes before the scheduled student arrival time and will end fifteen (15) minutes after the scheduled student dismissal time in each building.

#### **B Teacher Work Year**

The work year of teachers employed on a nine (9) month basis will be determined by the school calendar which will not exceed 184 days. The work year of teachers employed on a ten (10) month basis will not exceed 20 additional work days. The work year of teachers employed on an eleven (11) month basis will not exceed 40 additional work days. The work year of teachers employed on a twelve (12) month basis will not exceed 60 additional work days. The "work year" will include days when pupils are in attendance, conference days, and required teacher meetings and also extend to make up days mandated due to closing for lack of funds, weather, and acts of God.

Any teacher who accepts a contract to work beyond the regular work year set forth in Paragraph 1 above will be compensated.

A draft of the calendar for each of the school years covered by this Agreement will be presented to the Association President, who will provide for input of the teachers before a final decision is made.

#### **C Faculty Meetings**

Teachers shall attend without additional compensation faculty or other professional meetings as necessary to fulfill the objectives of this Agreement.

Attendance at other functions outside the regular workday will be at the option of the individual teacher. Required activities will be building meetings and in-service(s). Building meetings will be held regularly or as needed. Teachers will be provided advance notice of building meetings, copies of the agenda, and the opportunity to add items to the agenda. Every effort will be made to have additional agenda items submitted a day in advance.

**D Lunch Period**

Teachers will have a daily duty-free lunch period of at least thirty (30) minutes.

**E Preparation Time**

Classroom teachers will, in addition to their lunch period, have preparation time during which they will not be assigned to any other duties as follows:

1. Elementary School - 240 minutes per week with no less than 35 minutes per day within the student day.
2. Middle School - One regular class period daily
3. Senior High School - A minimum of 45 minutes per day.

Exceptions to the provisions of Sections A, B, C, D and E above may be made only in cases of extreme emergency, including but not limited to homeroom, two (2) hour delay, assembly, etc. The Association will be notified in each instance, in advance if possible. A disagreement over whether an exception is justified will be subject to the grievance procedure set forth herein and will be initiated at Level Three thereof.

**F Extracurricular Activities**

Teacher participation in extracurricular activities will be strictly voluntary, except that elementary music teachers will be required to participate in two evening concerts per year (winter and spring) at the Board's discretion. Additional concerts may be scheduled in buildings as agreed between the teachers and the principals. Teachers with supplemental contracts will be compensated for all such participation in accordance with the provisions of Appendix K of this Agreement.

**ARTICLE VII**

**CLASS SIZE**

**A Maximum Class Size**

In Elementary classrooms with class size in excess of twenty eight (28) students, a paid aide will be provided within seven (7) days after a request has been made by the teacher. All provisions in this section shall be suspended for the 2011-2012, 2012-2013 and 2013-2014 school years.

**B Further Limitations**

The Board and the Association agree that further reductions in the class size limitations set forth above are desirable, and to the extent possible such reductions will be made.

**C Capacities**

Notwithstanding the foregoing limits, pupils will not be placed in any classroom in larger numbers than the capacity of the teaching facilities and the stations available in that classroom; nor shall they be placed in a classroom unless (a) there is adequate equipment; (b) it can be safely supervised; and (c) its arrangements are appropriate to the course content. When developing class assignments, building principals will make every attempt to equally distribute special students who may be mainstreamed.

**D Inclusion Committee**

Any classroom teacher who has a special needs child placed in his/her classroom will be part of the child's Individual Education Plan (IEP) team.

**ARTICLE VIII**

**TEACHER FACILITIES**

**A Facilities**

There will be a continuing effort between staff and administration to work on the following goals regarding teacher facilities.

1. A serviceable desk and chair and a filing cabinet of adequate size for teacher use in each classroom.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. A communication system so that teachers can communicate with the main building office from their classrooms.
4. Adequate space in each classroom in which teachers may safely store instructional materials and supplies.
5. In addition to the aforementioned teacher work area, an appropriately furnished room, as a faculty lounge. Although teachers will be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it will be maintained and cleaned regularly by the custodial staff.
6. Well-lighted and clean staff rest rooms, separate from student rest rooms and a separate, private dining area for the exclusive use of staff will be provided.

**B Availability of Key**

In order to permit freedom of access both during and after regular school hours all teachers will be given keys to the faculty lounge, work area and interior hallway gates of their base school. Subject to reasonable regulation, all teachers will be provided, upon request, with a key or other means of access through an outside door to their area of the building during non-school hours.

**C Availability of Parking**

An adequate part of the parking lot at each school will be reserved for teacher parking.

**ARTICLE IX**

**TEACHER SUBSTITUTION**

- A** Substitute teachers will be provided for all teachers who are absent, including special areas. Teachers are required to have lesson plans and class lists available for substitutes. Teachers may fulfill this requirement by making available a substitute folder in an easily accessible location which contains contingency lesson plans for at least one (1) day.

**ARTICLE X**

**SICK LEAVE**

**A Days per Year and Accumulation**

Teachers shall be credited with sick leave at a rate of one and one-fourth (1 1/4) days per month for a total of fifteen (15) days per year, up to a total of two hundred and twenty five (225) days.

**B New Teachers**

Teachers new to the district shall be credited with fifteen (15) days of sick leave on the first day of the school year, and shall accrue sick leave commencing with the second year the same as teachers in (A) above.

Teachers new to the district after the beginning of the year shall have five (5) days of sick leave immediately upon employment, and shall accrue sick leave as teachers in (A) above; however, such five (5) days of advanced leave shall be deducted from the sick leave accrued during the remainder of the year.

**C Arranging Substitutes**

No teacher using sick leave will be required to arrange for their own substitute.

**D Sick Leave Form**

Teachers using sick leave for an extended period are required to complete the Extended Use of Sick Leave form.

**E Sick Leave for Family Members**

Sick leave may be used for illness of all members of the immediate household and/or spouse, children, father, mother, brother, sister, grandparents, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, guardians, and anyone of whom said teacher is a guardian.

**F Sick Leave Bank**

In the event a member of the bargaining unit exhausts his/her sick leave accumulation due to a severe long-term illness or disability, the member of the bargaining unit may request a loan of sick leave days that have been voluntarily donated by unit members from their individually accumulated sick leave to the district sick leave bank.

The District Treasurer and a designated Association Representative shall jointly develop a program which will insure equitable treatment of all bargaining unit members.

The sick leave bank may be used after the delivery of a baby for post-partum recovery only in accordance with the timelines set forth in Article XII, Section (B)(1)(b), relating to the use of sick leave after delivery.

In no case shall this plan prevent or prolong a unit member's applying for and going on disability retirement. In no instance shall a member be allocated more than thirty (30) days from the bank.

A request for donations shall be made only when use is anticipated.

**ARTICLE XI**

**TEMPORARY LEAVES OF ABSENCE**

**A Paid Leave**

Teachers will be entitled to the following temporary leaves of absence without loss of pay each school year:

**1. PERSONAL LEAVE**

Three (3) days leave of absence if employed on a nine (9) month basis for personal, legal, business, household or family matters which require absence during school hours. Notice to the teacher's principal or other immediate superior that personal leave is to be taken will be given at least one (1) day before taking such leave (except in the case of emergencies). The applicant for such leave will not be required to state the reason for taking such leave other than that he/she is taking it under this Section of the Agreement. No personal leave days will be granted on the day before or after a scheduled vacation, legal holiday, scheduled non-school day, and the first or last day of the school year.

Personal leave request of two or more consecutive days must be accompanied by stated reasons for personal leave and must be approved or disapproved by the Superintendent at least five days prior to the day of the leave ( except in cases of documented emergencies.) Only one (1) personal leave day is available after April 15 each year. Any teacher who does not use any of the three (3) personal days and any dock days will be reimbursed by the Board in the amount of \$80.00 per unused day, to be paid by June 30.

## 2. PROFESSIONAL LEAVE

Such time as is necessary for representatives of the Association to attend conferences and conventions of state and national organizations according to the following procedure:

### Professional Conference

A professional employee who wishes to attend a professional conference must submit the request at least two weeks in advance of the conference for approval by the Principal and the Superintendent.

It is felt that information derived from professional conferences should be shared with other staff members, therefore, an employee who attends a conference is obligated to share information and materials in the following manner:

- (1) Distribute copies of a synopsis of the important points brought out in the conference to all elementary buildings.
  - (2) Give a brief account at the next regular building staff meeting.
- b. Coaches' Clinics - The head coach plus one coaching staff member may be authorized to attend the coaches' clinic.
  - c. Association Business - Teachers will be permitted to attend conventions for Association purposes provided that the Association assumes the cost of the substitute.

## 3. JURY DUTY

Such time as is necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend, including jury duty. Compensation for jury duty paid by the court to the bargaining unit member shall be submitted by the bargaining unit member to the Board Treasurer within five (5) months of the time of jury duty and the bargaining unit member will maintain per diem salary.

Employees shall return to work when released from jury duty within a thirty (30) mile geographical area if one-half or more of the employee's day remains at the time of his/her release from jury duty.

4. TEMPORARY MILITARY LEAVE

The Board will grant military leave, paid or unpaid as required by state and federal law

5. ASSAULT LEAVE

Any certificated employee who is absent due to physical or mental disability resulting directly from a physical assault by a student, parent, citizen or staff member, which occurs in the course of Board employment, will be maintained on full pay status during the period of absence not to exceed thirty (30) days, non-accumulative, per assault. In all cases, a certificate of disability from a licensed physician stating the nature of the disability and its expected duration will be required.

Said certificated teacher 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 of Education.

Assault leave granted under the above agreement shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under Section 3319.08 of the Ohio Revised Code.

5. Other Leaves

Short-term leaves of absence with pay which may be granted by the Board for good and sufficient reason.

B Addition to Sick Leave

Leaves taken pursuant to Section A(6) above will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his/her own substitute. However, teachers are required to have class lists and lesson plans or a substitute contingency lesson plans folder available for the substitute except in cases where the leave is granted based on an emergency.

**ARTICLE XII**

**EXTENDED LEAVES OF ABSENCE**

Upon return from a leave granted pursuant to Section A or E of this Article, a member of the bargaining unit will be considered as if such member were actively employed by the Board during the leave and will be placed at the proper step of the salary schedule. Except as otherwise provided in Section C of this Article, a member of the bargaining unit will not receive increment credit for time spent on a leave granted pursuant to Section C, D, E, F, G, H or I of this Article, nor will such time count toward the fulfillment of the time requirements for acquiring tenure.

A member of the bargaining unit on a leave of absence for a full school year shall notify the Superintendent in writing prior to March 1 of the desire of the member of the bargaining unit to return to duty on the first day of school.

All benefits to which a member of the bargaining unit was entitled at the time of such member's leave of absence commenced, including unused accumulated sick leave, will be restored to the member of the bargaining unit upon such member's return, and will be assigned to the same position which the bargaining unit member held at the time said leave commenced, if in existence or, if not, to a substantially equivalent position.

While on unpaid leave, a member of the bargaining unit will have the option to remain an active participant in the State Teachers Retirement System and/or other fringe benefit programs by contributing thereto the amount such member would have been required to contribute if actively employed plus the amount that the Board would have been required to contribute if the member of the bargaining unit were actively employed.

All requests for extensions or renewals of leaves will be applied for and acted upon in writing.

A member of the bargaining unit on a leave of absence will be subject to the provisions relative to reductions in staff.

A Peace Corps, Vista, National, Teacher Corps Leaves

A leave of absence without pay for up to two (2) years may be granted to any member of the bargaining unit who joins the Peace Corps, VISTA, National Teacher Corps, or who serves as an exchange teacher or an overseas teacher, and who is a full-time participant in any of such programs, or who accepts a Fullbright Scholarship.

B Parental Leave

1. A parental leave of absence without pay will be granted to a member of the bargaining unit for the purpose of child bearing and/or child rearing as follows:
  - a. A member of the bargaining unit who is pregnant will be granted a leave to begin at any time after commencement of her pregnancy and up to one (1) year after the child is born to her. Said member of the bargaining unit must, however, provide a request for such leave forty-five (45) calendar days before the desired date of the start of the leave unless otherwise requested on the extended leave of absence form except in case of emergency. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A member of the bargaining unit who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions.
  - b. A member of the bargaining unit may, in consultation with her attending physician, use up to forty (40) sick leave days for the period of post-partum recovery, which occurs within fifty-six (56) calendar days after delivery.

A male teacher will be entitled, upon request, to a leave to begin at any time between the birth of his child and one (1) year thereafter. Said member of the bargaining unit will, however, have to provide 45 days notice as to the desired commencement of the leave.

A member of the bargaining unit adopting an infant child (i.e., one (1) year of age or less) will be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. Such leave will commence after a written request has been filed 45 days in advance of the desired date of commencement, unless circumstances make such impossible.

2. A member of the bargaining unit who is granted a parental leave of absence pursuant to Section C. 1, above, will:
  - a. Immediately be assigned to the same position which he/she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position. Upon his/her return, said member of the bargaining unit will be treated in accordance with the provisions of this Agreement regarding the return to active employment of a teacher who has been on sick leave.
  - b. Notify the Superintendent in writing at least forty-five (45) calendar days prior to the commencement date of the requested leave, and said leave shall be granted for the balance of the school year in which the birth or adoption of a child is expected unless such leave is earlier terminated as herein provided.
  - c. The leave may be extended for one (1) additional school year upon request of the member of the bargaining unit to the Board made not later than March 1 preceding the year for which such extension is requested.
  - d. Where the group insurance policy permits, a member of the bargaining unit on child care leave may continue to participate in those benefits which are provided to other members of the bargaining unit by payment of the group rate for such benefits.
  - e. When both spouses are employed by the Board, only one (1) spouse at a time is eligible for a child care leave of absence.

#### C Leave For Care Of Sick Family Member

A leave of absence without pay for up to one (1) year may be granted to a member of the bargaining unit for the purpose of caring for a sick member of the immediate family of the member of the bargaining unit as defined in Article X, F of this Agreement. Additional leave may be granted at the discretion of the Board.

#### D Leave For Personal Illness

After five (5) years of continuous employment in the River Valley School System, a teacher will be granted a leave of absence, without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

E Extension Leave For Personal Illness

Members of the bargaining unit whose personal illness extends beyond the period covered by their accumulated sick leave and any additional sick leave granted to them by the Board may be granted further leave for such time as is necessary for complete recovery from such illness. Requests for such leave will be supported by appropriate medical evidence.

F Professional Study or Travel

1. Leaves of absence for professional study or travel may be granted to teachers on the basis of either one (1) or two (2) full semesters as long as a suitable substitute can be found. Application for such leave is to be made no less than sixty (60) days in advance of the beginning of the grading period, during which the member of the bargaining unit would be absent. An applicant for leave for professional study shall outline, in writing, the program of study to be pursued. Such a program shall, in general, include a full college load, twelve (12) quarter hours, or its equivalent, and the Superintendent of Schools shall recommend the approval of such leave only if it appears that the program of study is of such a nature as to contribute directly to improved educational conditions in the River Valley Local Schools.
2. Leaves of absence for travel will be requested in writing, in which the scope or nature of the travel shall be outlined in detail. Such applications must show clearly how the travel will contribute directly to improved classroom instruction and the reasons why such travel cannot be accomplished when schools are not in session.
3. In no case shall leave of absence for professional study or for travel be granted for periods of less than one (1) semester and only when it can be shown that the program of the River Valley Local Schools will not suffer as a result of the granting of such leave. Absence for either of the above reasons, without leave having been granted, shall be considered as termination of contract by the teacher.
4. Termination of the above two (2) kinds of leave shall be only on written request of the member of the bargaining unit on leave, said request being filed with the Superintendent of Schools not less than 120 days for a member of the bargaining unit on a two (2) semester leave or sixty (60) days for a member of the bargaining unit on a one (1) semester leave prior to the return to duty of the member. Failure to comply with this regulation shall be deemed an automatic resignation
5. Any member of the bargaining unit who, while on leave for professional study or for travel, shall engage in full-time employment comparable to such employment with the River Valley Local Schools shall be considered to have terminated his/her contract.
6. Reinstatement to the staff following either of the above types of leaves shall be made only if the Superintendent shall find that there has been substantial compliance with the originally approved program of study or travel. No compensation shall be paid to any teacher while absent on either of the above leaves.

## G Sabbatical Leave

1. Upon written application made not later than March 1 of any school year, and with the approval of the Superintendent of Schools and the Board of Education, not more than three (3) teachers shall be granted sabbatical leaves for the following school year.
2. All applications for sabbatical leaves will be reviewed for recommendation to the Superintendent and Board by a committee consisting of two (2) appointed administrators and (2) representatives appointed by the Association. The committee shall consider, among other qualifications, the following:
  - a. The proposed program of the applicant as related to professional graduate study, travel, writing or research.
  - b. The value of the proposed program to the River Valley Local Schools, its pupils, and the individual applicant.
  - c. The applicant's total length of service with the River Valley Local Schools.
  - d. The member of the bargaining unit must have successful teaching experience in the River Valley Local School District.
3. Applicants approved by the Board for a sabbatical leave will be notified of their approval by April 30 or as soon thereafter as possible. Members of the bargaining unit on a sabbatical leave shall be entitled to a salary equal to one-half (1/2) the difference between the bargaining unit member's regular contract salary in effect at the time the sabbatical leave is approved and that of the substitute. Payment will be made in a lump sum upon return to service.
4. A member of the bargaining unit on sabbatical leave will be given an employment contract for the year of leave.
5. In order to be eligible for a sabbatical leave, a member of the bargaining unit must have been employed in the River Valley Local Schools for at least five (5) years.
6. Members of the bargaining unit requesting such leaves must accompany their application with a detailed plan for the use of their sabbatical leaves. Within sixty (60) days after the expiration of such member's leave, a member of the bargaining unit will make a written report to the Superintendent of Schools detailing the use which was made of such member's leave. If the leave was granted for graduate study, the teacher will present to the Superintendent a transcript from the university or college attended.
7. As a condition of being granted a sabbatical leave, a member of the bargaining unit must agree to teach in the River Valley Local Schools for a period of two (2) school years upon returning from leave. Failure to do so will require the teacher to refund to the Board the lump sum payment received from the Board
8. Members of the bargaining unit on sabbatical leave shall be given full credit on the salary schedule for the period of leave.

## **ARTICLE XIII**

### **EVALUATION PROCEDURE**

#### **A Philosophy**

1. Evaluation is the process by which the quality of a teacher's performance is appraised. The prime purpose of teacher evaluation is to improve the instruction of students and to assist in decisions relative to employment.
2. This process should motivate improvement on the part of the teacher through concrete suggestions for improvement in the areas of weakness from the principal and may include commendations for strengths. Evaluation is a means, not an end in itself.

#### **B Objectives – Teacher**

As a result of teacher observation and evaluation a teacher should be able to:

1. Grow professionally through self-evaluation, self-discipline and self-improvement.
2. Better meet the educational needs of students through individual and group instruction.
3. Continue instructional proficiency.
4. Effectively communicate with principal.
5. Formulate decisions regarding their future in education.

#### **C Objectives – Principal**

As a result of teacher observation and evaluation a principal should be able to:

1. Become acquainted with the teacher's goals and accomplishments.
2. Give concrete suggestions for positive teacher performance.
3. Commend when commendation is merited.
4. Effectively communicate with teachers.
5. Formulate recommendations with regard to continued employment.

#### **D Procedure**

1. The principal will formally observe the beginning and second year teacher in the River Valley Local School District a minimum of four (4) times per year. The first two observations will take place in the first semester and the last two by the end of March. A conference between the principal and teacher will follow each observation as soon as possible but within three working days.

2. A teacher with two years' experience will be formally observed by the principal at least twice per year. The first observation will be by the end of the first semester and the second by the end of March. The same procedure as in preceding paragraph will hold.
  3. In the River Valley School District, tenured teachers will be observed at least once per year. The observation will take place in the first semester or the second semester by the end of February. The procedure in D.2. will be followed.
  4. Principal and teacher will receive copies of all observation forms. Copies of each observation form will remain with the teacher and the principal. Copies of the final evaluation forms will be distributed as follows: original to local Superintendent, copies to principal and teacher.
  5. The collective instruments will culminate into a final evaluation which will provide a sound administrative basis for decisions affecting teachers and teaching situations.
  6. The forms to be used for observation and evaluation may be found in Appendix C and D of this Document.
- E The Entry Year (Resident Educator) Program shall be implemented in accordance with the Ohio Department of Education's standards.

#### **ARTICLE XIV**

### **NOTIFICATION OF PERFORMANCE STATUS**

#### **A Observation**

All formal observation of the teacher's professional performance will be conducted openly with the teacher's full knowledge and awareness. However, the Principal may informally observe classroom instruction at any time as long as the teacher is aware that he/she is being observed.

#### **B Personnel**

Items to be placed in any district personnel file on a teacher will be discussed by the teacher and administrator. The teacher may rebut any such items within ten working days. The teacher and principal should sign every district personnel file item. These signatures will merely indicate that both parties have read and are aware of the information filed. All such items in the district personnel file will be open to the teacher with copies provided to the teacher upon request.

#### **C Status of Performance**

Following each observation, the principal will discuss areas of needed improvement with the teacher. Specific areas of concern will be identified and suggestions that may help will be made.

D Final Evaluation

The final evaluation shall take into account the total performance of the teacher and shall be based on all actions and observations within the student day. Following the final evaluation and subsequent recommendation, a teacher may request a hearing with the Superintendent. Such hearing shall be held prior to any action upon the recommendation made by the principal if such recommendation is either non-renewal or termination.

E Required Superintendent Conference

If the Superintendent follows the recommendation of the principal, and upon the request of the member of the bargaining unit, a conference may be held between the Superintendent, the teacher, and if desired by either party, the principal and a representative of the bargaining unit, during which reasons will be discussed with all of the bargaining unit members who have been issued two (2) or more contracts.

F ORC in Termination Recommendation

In the event of a recommendation to terminate, such recommendation shall follow the guidelines mandated by the Ohio Revised Code.

G Continuing Contracts

Bargaining unit members may be eligible for a continuing contract based upon the following conditions:

1. Certification/License

The member must hold a professional permanent or live certificate OR hold a five-year professional educator license.

2. Coursework

a. If the member has a 5-year professional license and held a Master's Degree at the time the required certificate/license was issued, the member must have completed six (6) semester hours of graduate coursework since the issuance of the certificate/license.

b. If the member has a 5-year professional license and did not hold a Master's Degree at the time the required certificate/license was issued, the member must have completed thirty (30) semester hours of coursework since the issuance of the certificate/license.

3. Service Requirement

a. Members must have taught within the District for at least three (3) of the last five (5) years.

b. If the member held a continuing contract in another district, he/she must have taught at least two (2) years of the last five (5) years in the District.

In order to be eligible to receive a continuing contract, a unit member must request to be placed on supervisory evaluation prior to October 15 of the school year prior to the continuing contract taking effect and the professional certificate/license and any necessary transcripts must be filed in the Office of the Superintendent on or prior to March 1 of the school year prior to the continuing contract taking effect. This request must be in writing and filed with the Superintendent.

## **ARTICLE XV**

### **TUITION**

Teachers shall be reimbursed for tuition fees paid to any accredited institution of higher learning upon receipt of notice that courses have been completed and passed. A tuition fund of \$16,500 will be made available by the Board each year. Payment will be made on the basis of two hundred twenty five dollars (\$225.00) per semester hour or one hundred fifty dollars (\$150.00) per quarter hour maximum. All courses taken and completed between September 1 and August 31 of each year will be considered eligible for payment by the following December 1.

If the number of requests for tuition reimbursement exceeds the allocation in the tuition fund, the amount per semester hour or quarter hour will be pro-rated for payment.

Transcripts and/or final grades must be submitted to the Treasurer of the Association by November 1, to be eligible for reimbursement. Tabulated credit hours will be submitted to the Treasurer of the Board for confirmation by November 10 and payment by December 1. When final grades are submitted in lieu of an official transcript, reimbursement will not be made until the official transcript is submitted to the district treasurer.

Reimbursement will be made under the following conditions:

1. Courses taken are in the area of the teacher's certification.
2. Courses taken outside the area of the teacher's certification must receive prior written approval by the Superintendent.
3. A maximum of twelve (12) semester hours and eighteen (18) quarter hours will be reimbursed per year. A combination of quarter and semester hours may be used NOT to exceed a dollar amount of \$900.00.
4. Reimbursement will be made only if the teacher was a member of the bargaining unit at the time the course work was taken and is still a member of the bargaining unit.

**ARTICLE XVI**

**TRANSFERS AND REASSIGNMENTS**

Not later than April 30 of each school year, the Superintendent shall post in all school buildings a list of the known vacancies (approved resignations or non-renewals) which will occur during the following school year. As new vacancies become known, the Superintendent will post in each building a list of the new vacancies. If school is no longer in session, the notification will be sent to those teachers that indicated a desire for a transfer.

**A. Voluntary**

1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than March 30. Such statement will include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
2. As soon as practicable, and not later than July 17, the Superintendent will post in each school and deliver to the Association a system-wide schedule showing the names of all teachers and the nature of such reassignment or transfer. This date can be extended by mutual consent of the Board and the Association.
3. In acting on requests for voluntary reassignment and/or transfer, the following criteria will be considered:
  - a. Individual qualifications
  - b. Instructional requirements
  - c. Staff availability and experience mix
  - d. Where the foregoing factors are substantially equal, the preference in assignment or transfer shall be given to the incumbent applicant with the greatest number of years of service in the River Valley System.
  - e. Final decision on reassignment and/or transfer will be at the discretion of the Superintendent.
4. Not later than September 1, the Superintendent shall cause to be prepared a schedule or other appropriate presentation of system-wide data including all new positions for the coming year, the names of persons reassigned, transferred and newly appointed and the positions they have been given. Such schedule or presentation shall be made available to the Association, and to any teacher who may request it.
5. If a teacher's request for voluntary transfer has been denied, he/she will, upon request, receive an explanation of the reasons therefore from the Superintendent or his designee.

## B. Involuntary

1. No vacancy will be filled by means of an involuntary transfer or reassignment if there is a qualified volunteer available to fill said position. Final determination of qualifications will be made by the Superintendent.
2. Notice of an involuntary transfer or reassignment will be given to teachers as soon as practicable, and, except in cases of emergency, no later than July 17. This date can be extended by mutual consent of the Board and the Association.
3. When an involuntary transfer or reassignment is necessary, a teacher's areas of competence, major or minor field of study, length of service in the River Valley School System, length of service in the building, grade or subject from which transfer or reassignment is contemplated and other relevant factors, including legal requirements, will be considered in determining which teacher is to be transferred or reassigned.
4. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified of the reason therefore. The teacher may, at his/her option, have a representative of the Association present at such meeting. No teacher will be transferred or reassigned arbitrarily, capriciously, or without rational basis in fact.
5. A list of open positions in the school system will be made available to all teachers. Teachers who have been involved in an involuntary transfer will, when a desirable position for which they have appropriate qualifications becomes available, have the right to apply for said position.
6. A teacher being involuntarily transferred or reassigned will be placed only in an equivalent position, i.e., one which, among other things, involves no reduction in total compensation and no impairment of tenure.

## **ARTICLE XVII**

### **NONTEACHING DUTIES**

#### **A Equality of Duty Schedule**

All available teaching personnel will share duty schedule as equally as possible.

#### **B Student Transportation**

Teachers will not be required to drive pupils to activities which take place away from the school building. Teacher may do so voluntarily only with the advance approval of their principal or immediate supervisor. In such event, the teacher will be personally liable for any accident which may occur in connection with said trip, and will be compensated at the state mileage reimbursement rate for all driving done in their own automobile.

C Lunch Room Duty

ELEMENTARY BUILDINGS ONLY- Teacher will not be required to perform lunch room duties if classified aides are available and can be scheduled.

**ARTICLE XVIII**

**MASTER TEACHER COMMITTEE**

The River Valley School District will follow guidelines, processes, procedures and criteria set forth by the Ohio School Board and the Education Standards board to define and select a master teacher.

Definition: A Master Teacher is defined as a teacher who demonstrates excellence inside and outside the classroom through consistent leadership and focused collaboration to maximize student learning. A Master Teacher strives to distinguished teaching and continued professional growth as specified by the Ohio Standards for the Teaching Profession.

A. Master Teacher Committee

A committee shall be established for the purpose of designating teachers in the building/district as a master teacher. The majority of the committee shall be practicing classroom teachers. Teacher members of the committee must have taught successfully in the River Valley Local School district for a minimum of five (5) years.

The committee shall be comprised of five (5) members as follows:

Three (3) teachers selected by the Association.

Two (2) administrators.

B. Committee Operational Procedures

The Master Teacher committee shall determine the time, location and number of committee meetings.

The Master Teacher committee members shall jointly establish its plan of operation for the appropriate designation of Master Teacher.

**ARTICLE XIX**

**REDUCTIONS IN STAFF**

A Conditions for Reduction

Teachers may be laid off, laid off defined as suspension of contracts, only when their positions are eliminated as a result of the following:

1. A substantial reduction in the funds available to the Board, provided that such reduction cannot be avoided by the exercise of the Board's taxing or other fiscal powers;
2. A substantial reduction in pupil enrollment;
3. The discontinuance of a particular type of teaching service, provided that such discontinuance is not for arbitrary or discriminatory reasons; or
4. A bona fide consolidation of the school district with one or more other school districts.

#### B Notification of Reduction

If the Board is contemplating the layoff of any teachers, it will so notify the Association in writing by April 30 in accordance with Ohio Revised Code 3319.11 except in the cases of emergency. At this time, the Administration and the Association will meet to jointly determine the specific positions to be affected and the proposed time schedule. Within five (5) days after receiving the aforesaid notice, the Board will, if requested to do so, enter into consultation with the Association regarding the need for the contemplated layoffs and will in connection therewith make available to the Association, at Board expense, all relevant data. Any teacher who is to be laid off will be so notified in writing at least thirty (30) days before the effective date of the layoff, except in cases of emergency. Such notices will include the proposed time schedule and the reasons for the proposed action.

#### C Right of Teachers Subject to Reduction

A teacher who is notified that he/she is to be laid off will have the right to displace any less senior teacher whose work he/she is certificated to perform. Written notice of intent to exercise this right must be given to the Superintendent, with a copy to the Association within ten (10) days after a teacher is notified that he/she is to be laid off. Within five (5) days after he/she receives such notification, the Superintendent will notify the less senior teacher that he/she is to be displaced.

1. A teacher who is to be displaced pursuant to this Section will have the same displacement rights vis-a-vis less senior teachers as a teacher who is to be laid off pursuant to Section A above.
2. Re-employed retired teachers' contracts will be suspended first.

#### D Seniority

For purposes of this Article, seniority will be computed from a teacher's most recent date of hire and will begin to accrue as of his/her first day of actual service in a bargaining unit position. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of a layoff. Seniority will not be broken by Board approved unpaid leaves of absence or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority. When seniority is equal, ability to perform the work in question will be determined by the Superintendent.

1. Continuing contract status will supersede years of service. (O.R.C. 3319.17)

#### E List of Seniority

The Superintendent will at all times have available in his office a current seniority list which will be available for inspection during regular working hours by any teacher and/or the Association.

#### F Recall

1. If there is a vacancy in a bargaining unit position, laid-off teachers who are certificated to perform the work in question will be recalled in seniority order.
2. If a laid-off teacher has displaced another teacher or has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she will be eligible for recall in accordance with the provisions of Subsection 1 above.
3. Notice of recall will be given by registered mail to the last address given to the Board by a teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
4. A teacher who is laid off will remain on the recall list for twenty four (24) months from their last day of work, unless he/she:
  - a. waives his/her recall rights in writing;
  - b. resigns;
  - c. fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position; or
  - d. fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed a reasonable amount of additional time before being required to report for work.

#### G Eligibility to Participate in Fringe Benefits

All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to him/her upon his/her return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A teacher will not receive increment credit for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring a continuing contract.

#### H Filling Vacancies

Notwithstanding any other provision in this Agreement, no vacancy in a bargaining unit position will be filled by the Board until the procedures set forth in this Article have been complied with.

**ARTICLE XX**

**SEVERANCE PAY**

A River Valley Local School District teacher who elects to retire from active service will be paid for one-quarter (1/4) of the value of his/her accrued but unused days of sick leave. The maximum accrued but unused sick leave to be used for this one time payment will be one hundred and eighty (180) days. The maximum payment will be forty-five (45) days. The teacher must have five (5) or more years of service with the River Valley Board of Education to be eligible for this benefit. Payment shall be based upon the teacher's regular daily rate of pay (regular rate per diem) at the time of retirement. Payment for sick leave on this basis shall be paid only once to an employee and it shall be considered to eliminate all sick leave credit accumulated by the employee at that time.

The employee will have two (2) options to receive severance pay:

**First Option: Employee elects not to annuitize any portion of severance pay.**

The Board shall pay to each teacher retiring with active service in the River Valley Local School District one-quarter (1/4) of the value of his/her accrued but unused days of sick leave. The maximum accrued by unused sick leave to be used for this one time payment will be one hundred and eighty (180) days. The maximum payment will be for forty-five (45) days. The teacher must have five (5) or more years of service with the River Valley Board of Education to be eligible for this benefit. Payment shall be based upon the teacher's regular daily rate of pay (regular rate per diem) at the time of retirement. Payment for sick leave on this basis shall be paid only once to an employee and it shall be considered to eliminate all sick leave credit accumulated by the employee at that time. Such teacher will be eligible for payment upon the date of approval by the State Teachers Retirement System for retirement and the receipt of his/her first check from the retirement system. Payment of severance must be made to the employee within the same calendar year as date of approved retirement.

**Second Option: Employee elects to annuitize a portion of their severance pay.**

The Board shall pay to each teacher retiring with active service in the River Valley Local School District one-quarter (1/4) of the value of his/her accrued but unused days of sick leave. The maximum accrued but unused sick leave to be used for this one time payment will be one hundred and eighty (180) days. The maximum payment will be for forty-five (45) days. The teacher must have five (5) or more years of service with the River Valley Board of Education to be eligible for this benefit. Payment shall be based upon the teacher's regular daily rate of pay (regular rate per diem) at the time of retirement. Payment for sick leave on this basis shall be paid only once to an employee and it shall be considered to eliminate all sick leave credit accumulated by the employee at that time. Such teacher must produce to the treasurer's office an irrevocable election form sixty (60) days prior to your last day of responsibility.

The maximum amount the employee can annuitize will be distributed to the annuity company on the last payday of their employment. The employee will have sixty (60) days from the date of retirement to produce proof of retirement from the retirement system. If proof of retirement is not produced in the sixty (60) day period, proceedings will be initiated to collect the amount issued to the annuity company. The balance of the severance payment (if applicable) will be paid upon the date of approval by the State Teacher's Retirement System for retirement and the receipt of his/her first check from the retirement system. Payment of severance must be made to the employee within the same calendar year as date of approved retirement.

## **ARTICLE XXI**

### **INSURANCE**

#### **A Life Insurance**

The Board shall purchase from a carrier licensed by the State of Ohio, group life insurance for each full-time certified teacher in the amount of fifty thousand dollars (\$50,000.00) and for each part-time certified teacher (fifty percent or less) in the amount of twenty thousand dollars (\$20,000.00). The full cost of this program and any increase thereof shall be paid by the Board. Teachers shall have the option, upon retirement, to convert life insurance to whole life policy, with premiums paid by the teacher.

#### **B Hospitalization/Surgical/Medical**

The Board shall purchase from a carrier licensed by the State of Ohio, basic hospital/surgical coverage for each teacher and his or her family which meets or exceeds the specifications listed in Appendix F. The Board shall pay fifty percent of its share of insurance premium costs for each member of the bargaining unit who is employed under a one-half time or less contract. The Board shall pay its full share of insurance premium costs for members of the bargaining unit who are employed under a greater than one-half time contract.

Effective upon ratification of this agreement the Board shall pay eighty five percent (85%) of the premium of such insurance with a total premium of \$1,664.16 and the member shall pay fifteen percent (15%) of such premium and the amount above the stated maximum for the 2011-2012 school year. In the 2012-2013 school year the Board shall pay eighty five percent (85%) of the premium of such insurance with a total premium of \$1,780.65 and the member shall pay fifteen percent (15%) of such premium and the amount above the stated maximum. In the 2013-2014 school year the Board shall pay eighty five percent (85%) of the premium of such insurance with a total premium of \$1,905.29 and the member shall pay fifteen percent (15%) of such premium and the amount above the stated maximum. The Board cap for each year includes a seven percent (7%) maximum. (See chart for examples)

**Effective July 1, 2011 to June 30, 2012**

<b>Policy</b>	<b>Total Premium</b>	<b>Maximum Board Contribution</b>	<b>Employee</b>
	<b>Monthly</b>	<b>Per Employee</b>	<b>Contribution*</b>
<b>Single</b>	<b>\$678.21</b>	<b>\$576.48</b>	<b>\$101.73</b>
<b>Employee + 1</b>	<b>\$987.67</b>	<b>\$839.52</b>	<b>\$148.15</b>
<b>Family</b>	<b>\$1,664.16</b>	<b>\$1,414.54</b>	<b>\$249.62</b>

**Effective July 1, 2012 to June 30, 2013**

<b>Policy</b>	<b>Total Premium</b>	<b>Maximum Board Contribution</b>	<b>Employee</b>
	<b>Monthly</b>	<b>Per Employee</b>	<b>Contribution*</b>
<b>Single</b>	<b>\$725.85</b>	<b>\$616.98</b>	<b>\$108.87</b>
<b>Employee + 1</b>	<b>\$1,056.81</b>	<b>\$898.29</b>	<b>\$158.52</b>
<b>Family</b>	<b>\$1,780.65</b>	<b>\$1,513.55</b>	<b>\$267.10</b>

\*Employee contribution may be higher if the Total Premium is above the amount stated.

**Effective July 1, 2013 to June 30, 2014**

<b>Policy</b>	<b>Total Premium</b>	<b>Maximum Board Contribution</b>	<b>Employee</b>
	<b>Monthly</b>	<b>Per Employee</b>	<b>Contribution*</b>
<b>Single</b>	<b>\$776.66</b>	<b>\$660.16</b>	<b>\$116.50</b>
<b>Employee + 1</b>	<b>\$1,130.79</b>	<b>\$961.17</b>	<b>\$169.62</b>
<b>Family</b>	<b>\$1,905.29</b>	<b>\$1,619.50</b>	<b>\$285.79</b>

\*Employee contribution may be higher if the Total Premium is above the amount stated.

*See Appendix G:* This is current plan that is in effect for Hospital and Surgical Benefits. The current health care plan coverage's and benefits are subject to change through the actions of the District Insurance Committee.

C Dental Insurance

The Board will pay fifty percent (50%) of the cost of premium per month per employee for family coverage or a maximum of six dollars (\$6.00) per employee for single coverage and the effective date of this payment is January 1.

*See Appendix H for Dental Insurance Benefits.*

D Employee Option

Employees who are husband and wife, or living as such, may select coverage under the carriers/providers available under the medical plan except that each employee and dependent of that employee may only be covered under one carrier/provider. Dual coverage of employees and dependents under the plan (with different providers/carriers) will not be available. Further, those employees who are husband/wife, or living as such, who are covered by one carrier/provider shall choose the most advantageous combination (i.e. cost efficient premium combination).

E Insurance Cost Incentive

Any teacher who was insured as of June 30, 1999, under the Board's insurance plan and can validate that he/she is covered under an insurance plan that is equal to or exceeds the plan offered by the Board, may elect to refuse membership in the Board's hospital/surgical/major medical/dental insurance plans and receive a one thousand dollars (\$1,000.00) cash incentive. A teacher employed by the Board on a fifty per cent (50%) contract or less will be eligible to receive a five hundred dollar (\$500.00) cash incentive.

Any teacher who was insured as of June 30, 1989, under the Board's insurance plan and can validate that he/she is covered under an insurance plan that is equal to or exceeds the hospital/surgical/major medical plan offered by the Board, may elect to refuse membership in the Board's insurance plan and received a five hundred dollar (\$500.00) cash incentive. A teacher employed by the Board on a fifty per cent (50%) contract or less will be eligible to receive a two hundred and fifty dollar (\$250.00) cash incentive.

The teacher who applies for this option must know that it is for the full insurance year and the employee cannot be reinstated into the insurance plan until the next open enrollment period. An exception to the above would be if there is a death of the spouse, divorce with no insurance support payments, or loss of insurance by spouse. If under the above exceptions the teacher wishes to reapply for the Board's insurance package, he/she must reimburse the Board on a pro-rata basis the monies that were paid to him/her as the cash incentive for electing not to take the insurance package.

All teachers hired beginning with the 1999-2000 school year and thereafter are eligible for this incentive program.

Employees who are husband and wife and hired or married after July 1, 2002 will not be eligible for the insurance incentive.

F Leave of Absence

A teacher on an unpaid leave of absence or layoff may continue to be covered under the above insurance programs by reimbursing the Board for premium cost. Failure of an individual to forward premium payments to the Board at the stipulated time will terminate this option.

G Optical Insurance

The Board will provide a basic optical insurance plan whereby it will pay a maximum of one dollar and fifty cents (\$1.50) per month towards the monthly premium per employee for single coverage and three dollars (\$3.00) per month towards the monthly premium per employee for family coverage.

H Benefits Committee

The Board and the Association agree to establish an ongoing benefits committee to review all aspects of the current health insurance coverage.

The committee will be comprised of: two (2) representatives of the RVTA (to be appointed by the RVTA), and the President of the RVTA, two (2) representatives of the RVEA (to be appointed by the RVEA), and the President of the RVEA, the Treasurer, Superintendent, and the President of the Board of Education or his/her delegate.

Goals of the committee shall be:

1. To review the current health insurance plan.
2. To investigate and understand the benefit of remaining in the current provider(s).
3. That the committee will have the option of presenting an alternate to the coverage which may include modification to the current levels if the modifications are used to maintain or lessen insurance premium costs, i.e., co-pays, deductibles, or other coverage items. That is, the committee may recommend changes to the current level of benefits which may include both increases and decreases.

Committee recommendations must be made to the Board of Education by June 1. If the committee requests and the Board approves, an extension to the date may be made. The recommendation shall be for plan changes to be effective July 1<sup>st</sup> of that year.

Decisions of the insurance committee shall be accomplished through consensus of all parties who serve as committee members.

Both the Board and the Association acknowledges that the above goals cannot be accomplished without the assistance of:

- (a) An outside consultant to investigate the current plan and plans available from other providers.

When consensus has been reached and presented to the Board of Education and the Association(s), the Board shall adopt the decision of the committee.

## I 125 Plan

The Board agrees to implement a 125 plan if no costs (i.e. Administrative costs) are attached, e.g. fees required by IRS. Administrative costs through insurance carrier are not considered as cost items for implementation.

## ARTICLE XXII

### SALARY AND SALARY INDEX

#### A Salary Index

The salary schedule will be based on the following index:

##### Salary Index

Step	BA	BA+15	MA	MA+15	MA+30
0	1.0000	1.0400	1.0950	1.1450	1.1975
1	1.0450	1.0897	1.1497	1.2006	1.2556
2	1.0844	1.1338	1.1987	1.2506	1.3081
3	1.1238	1.1779	1.2479	1.3006	1.3606
4	1.1632	1.2220	1.2970	1.3506	1.4131
5	1.2026	1.2661	1.3461	1.4006	1.4656
6	1.2420	1.3102	1.3952	1.4506	1.5181
7	1.2814	1.3543	1.4443	1.5006	1.5706
8	1.3208	1.3984	1.4934	1.5506	1.6231
9	1.3602	1.4425	1.5425	1.6006	1.6756
10	1.3996	1.4866	1.5916	1.6516	1.7281
11	1.4390	1.5307	1.6407	1.7006	1.7806
12	1.4784	1.5748	1.6898	1.7506	1.8331
13	1.5178	1.6189	1.7389	1.8006	1.8856
14	1.5572	1.6630	1.7880	1.8506	1.9381
15	1.5966	1.7071	1.8371	1.9006	1.9906
16	1.6360	1.7512	1.8862	1.9506	2.0431
17	1.6754	1.7953	1.9353	2.0006	2.0956

Hours for the purpose of determining educational advancement on the salary schedule are considered semester hours.

**B Base Salary**

The Bachelor degree base (1.0000) as of July 1, 2011 will be \$32,915. The salary schedule is found in Appendix E of this Agreement.

For 2011-2012, teachers shall be frozen in their salary steps. For 2012-2013, eligible teachers shall move one step and be paid an increase of one-half of the regular salary step. For 2013-2014, eligible teachers shall move one step and be paid an increase of one-half of the regular salary step.

**C Compensation for Extracurricular Activities**

Teachers participation in extracurricular activities will be compensated on the basis of the schedule found in Appendix F.

**D Payment of Salary**

Salary payments shall be made every two (2) weeks in twenty-six (26) equal installments beginning the second week after the initial day of school on Friday. All pay will be directly deposited into a bank account as designated by the employee. During the school year a pay statement will be sent via inter-office mail or electronically to each Teacher. Teachers hired prior to July 1, 2005 who are not using direct deposit will not be required to establish it. Pay statements will be mailed to each Teacher's address of record during the summer months. Teachers may choose to receive pay statements electronically by providing a valid e-mail address.

**E Undergraduate Hours**

Undergraduate hours taken with Superintendent approval count toward 30 hours. Graduate hours earned after conference of the Master's degree count toward the MA+30.

**F Longevity**

Teaching staff members who have accrued twenty (20) years service in the River Valley Local School District (or its component districts) will receive seven hundred (\$700.00) per year to be added to their base salary and distributed over twenty-six equal payments.

Teaching staff members who have accrued twenty-five (25) years of services in the River Valley Local School District (or its component districts) will receive nine hundred (\$900.00) per year added to their base salary and distributed over twenty-six equal payments.

**G Request to Change Salary Column**

An official transcript of credits and proper certificate, where applicable, must be submitted with a Request to change Salary Column Form to the Office of the Superintendent for a member of the bargaining unit to be compensated at the higher rate.

**H Tutors**

All bargaining unit members working as a tutor, regardless of their employment status or seniority level with the school board, or education level, shall be paid at an hourly rate equal to .076% of the BA base, to be increased at the discretion of the Superintendent.

**ARTICLE XXIII**

**RESPONSIBILITIES REGARDING DUTY SCHEDULE**

Bargaining unit members will not be assigned or be expected to develop duty schedules or duty rosters as part of their teaching responsibilities.

**ARTICLE XXIV**

**RELEASE OF TIME FOR RECORD KEEPING**

School will be dismissed at the end of the state minimum mandated time on the last day of the first semester and also the day before the last day of school for the purpose of record keeping unless a calamity day has occurred in the final week of the semester

**ARTICLE XXV**

**DURATION OF AGREEMENT**

The provisions of this agreement are effective as of July 1, 2011, and shall continue in and remain in force and effect as binding on the parties until June 30, 2014. Major changes in the school calendar would render the expiration date in this article subject to immediate negotiation.

Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section or clause shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the duration of this agreement.

**ARTICLE XXVI**

**STRS PICK-UP WITH REDUCTION**

The Board of Education of the River Valley Local School District herewith agrees with the River Valley Teachers' Association to pick-up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be one hundred percent (100%), of the employee's compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall become effective January 28, 1984, and shall apply to all compensation including supplemental earnings hereafter.

## **ARTICLE XXVII**

### **PARENTAL COMPLAINTS**

#### **A Purpose**

Community and school relations shall ideally reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best possible environment for the students. However, complaints and misunderstandings are inevitable.

#### **B Informal Resolution**

It is deemed most desirable that initial attempts to settle complaints against employees should be made informally through personal, private conferences at the school level among the employee, parent, student, principal and other appropriate staff personnel.

#### **C Employee Informed of Complaint**

The Principal or Superintendent shall inform an employee if a complaint has been received. If necessary the Principal or Superintendent will review the complaint with the employee. The employee may have a Union representative present at the meeting with the Principal or Superintendent. If a written report results from a complaint finding the employee at fault, a copy of the report will be given to the employee. If the complaint report becomes part of the employee's personnel record, the employee may attach a response to the report.

#### **D Board Review of Complaints**

If any complaint goes beyond the administrative level, the employee shall have the right to a Union representative at any Board presentation.

## **ARTICLE XXVIII**

### **PERSONNEL INFORMATION**

#### **A Official File**

An official personnel file shall be maintained for bargaining unit members in the office of the Superintendent. This file does not preclude the maintenance of investigatory files or files maintained by the Supervisors. Payroll information shall also be considered a portion of the official file.

All entries made in the official file of an evaluation or disciplinary nature shall be dated and a copy of said entry will be provided to the employee at the time the entry is made. All entries of this nature must be placed in the official files within thirty (30) days from signing of said entry.

An employee shall have the right to respond to any entry and shall have his/her response attached to the original entry.

**B Access to Personnel Information**

Access to the personnel information shall be available during regular office hours to the employee and/or his/her representative upon written request by the employee to the Superintendent/Designees. Access shall be provided within a reasonable time, (within forty-eight (48) hours unless not practical) after submission of the request. The review of the file shall be in the presence of the Superintendent/Designee. Neither the file or any part thereof shall be removed from the Superintendent's office.

1. All personnel files of bargaining unit members shall be maintained in accordance with State and Federal laws governing such files. Bargaining unit member contracts, evaluations and all substantiating documentation cannot be removed from any file.
2. A member of the bargaining unit may at any time petition the Superintendent in writing for removal of information contained in his/her official district file as to its relevance, accuracy, and timelines and completeness. Following a review of the material, the Superintendent will render a decision in writing regarding the request for removal of said material.
3. If a member of the public requests to see a bargaining unit member's file, the bargaining unit member will be notified within twenty-four (24) hours of that request and who made it.
4. An inventory cover list of the contents of the personnel file will be developed and completed by the Superintendent or his/her designee beginning with entries after July 1, 1995.

**ARTICLE XXIX**

**DISCIPLINE AND DISCHARGE**

**A Reasons For Discipline And/Or Discharge**

Employees may be disciplined or discharged for good and just cause as set forth in Ohio Revised Code Section 3319.16. Discipline may include reprimands, suspension without pay, demotion in rank and/or other appropriate disciplinary action.

## B Progressive Discipline

The employer agrees that the principles of progressive discipline will be followed with respect to all incidents of misconduct and neglect of duty. Progressive discipline does not preclude immediate disciplinary action in cases of serious and/or overt actions which may include advanced discipline including removal. Progressive discipline shall include counseling, reprimands, suspensions without pay, reductions in pay and/or position and removal. In some instances, more than one form of discipline may be appropriate.

## C Predisciplinary Procedure

Prior to any determination regarding removal or disciplinary action involving reduction or loss of pay or position, the employee shall be presented in writing with the specific charges and the specific basis of those charges. The purpose of this procedure is to insure that the employee has an opportunity to respond to the charges. The predisciplinary conference shall be conducted by the Superintendent or his designee. This conference shall be scheduled no earlier than 24 hours after the time the employee is notified of the discipline and the predisciplinary conference. The employee will be notified of the discipline and the predisciplinary conference. The employee will be notified of the alleged offense or charges to be discussed. When the nature of the offense is such that immediate disciplinary action is required, the Board is not prohibited by the terms of this provision from taking immediate disciplinary action although such conference will not be waived. The Board and employee may produce witnesses at the predisciplinary conference. The employee may waive, in writing, the predisciplinary conference provided for in this section.

At the conference or in writing, the employee and his/her representative shall have a right to rebut the charges before an appropriate administrator other than the administrator proposing the discipline. However, failure to present rebuttal testimony or other evidence at a pre-disciplinary conference shall not be used against the employee.

After the predisciplinary conference, the employee shall be notified in writing of the recommendation of the officer, disciplinary action, and any other administration determination. The notice shall include the charges and the effective date of the disciplinary action, if any, and such notice will be presented no later than seven (7) days after the predisciplinary conference.

## D Appeal of Discipline

An employee may appeal any time-off disciplinary action or discharge in writing through the grievance procedure, set forth in the agreement, and such grievance may be submitted directly to Level 2 within seven (7) days of receipt of notice of discipline.

## E Suspensions

Any suspension shall be for a specific number of days on which the employee would be scheduled to work. Holidays occurring during a period of suspension that an employee would not be scheduled to work shall be counted as work days for the purpose of suspension only.

**ARTICLE XXX**

**SENIORITY**

A. Definitions

Seniority: Seniority shall be defined as the length of continuous full or part-time service as a member of the bargaining unit under a limited or continuing contract in the district.

B. Accrual of Seniority

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
2. Seniority shall accrue for all the time an employee is on active pay status or is receiving worker's compensation benefits.
3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.
5. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this contract.
6. Seniority of members of the bargaining unit who resign or are non-renewed and are subsequently re-employed shall begin at the date of re-employment, except where such re-employment is for the following school year.

C. Equal Seniority

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
2. If two or more members of the bargaining unit have the same length of continuous service, or if conflicts over seniority develop, seniority will first be determined by the date of Board of Education hiring as stated in the Board minutes; secondly by the date of valid district employment application as signed by the employee; third by giving preference to the member of the bargaining unit who did substitute teaching in the district prior to the date of regular employment; and fourthly by a flip of the coin. These procedures will apply to both limited and continuing contract seniority.

D. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is employed in a full time, non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the employer.

E. Posting of Seniority List

1. Every bargaining unit member's name will appear in order of seniority on a list according to areas of certification. Members of the bargaining unit who are certified in more than one area shall have their names on each list for which they hold Ohio Department of Education certification, and for which the certificate is on file in the office of the Superintendent. The list shall include the names of bargaining unit members who are currently on leave of absence.
2. The seniority list shall be compiled by placing at the top of the list in descending order of seniority, according to respective areas of certification, those members of the bargaining unit serving under continuing contracts. Members of the bargaining unit serving under limited contracts will be placed on the list below those on continuing contracts, also in descending order of seniority.
3. The seniority list shall be prepared by the district Treasurer no later than December 1 of each school year.

The employer shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, the first day worked, the date of employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.

The names of part-time employees shall appear on the seniority list, but shall be listed separately from the names of full-time employees.

F. Correction of Inaccuracies

1. Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the employer or its agents in writing of any inaccuracies which affect his/her seniority. The employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.
2. All challenges to the accuracy of the list shall be resolved. The seniority list shall then be initialed by the Association President and the Superintendent, with copies given to each not later than January 31st.

**ARTICLE XXXI**

**RETIRED TEACHERS**

This agreement is entered into and effective as of July 1, 2002 by and between the River Valley Local School District Board of Education (Board) and the River Valley Teacher's Association, OEA/NEA ("RVTA").

Whereas, the Board and the RVTA are desirous of clarifying those circumstances and conditions under which teachers who have retired under STRS may be employed or reemployed by the Board.

A teacher retired under STRS (“reemployed teacher”) may be reemployed by the Board under the following conditions:

A. The Board is under no obligation to employ any retired teacher. There is no expectation of reemployment when a teacher retires from the River Valley Local School District. The employed teachers who previously worked in the District are not guaranteed a particular assignment upon reemployment. Reemployed teachers will be assigned to positions that are within their certification/licensure areas and are eligible for transfers pursuant to the collective bargaining agreement.

B. Retirement from the District shall be considered a break in employment.

C. Former employees of the District shall be precluded from service credit earned prior to retirement.

D. Reemployed teacher’s placement on the salary schedule will be determined by the Superintendent and stated on the individual employee’s contract. However, the teacher will be given full credit for his/her education level. The reemployed teacher shall advance one year on the salary schedule for each year employed following his/her reemployment. The Board will require the reemployed teacher to execute a contract of employment stipulating his/her placement on the salary schedule.

E. The staff member shall be excluded from the insurance benefits as set forth in Article XXI. The staff member shall receive an amount equal to the difference between the employee’s contribution to STRS for coverage under that plan and the amount the employee would have contributed under Article XXI for health insurance under the Board’s plan, if the amount the employee is contributing for health insurance coverage under STRS plan is greater. For example, if the employee is paying \$100 per month for health insurance coverage under the STRS plan and the employee cost for health insurance coverage under the District plan would be \$80 per month, the employee would receive \$20 per month.

F. Reemployed teachers are not eligible for continuing contracts; rather, they will be awarded one-year contracts which may or may not be renewed at the end of each school year, without notice and without compliance with O.R.C. §3319.11 and 3319.111. The parties expressly agree that this provision supersedes and replaces O.R.C. §3319.11 and 3319.111 as they relate to reemployed teachers and differs from the rights of other teachers as contained in the collective bargaining agreement. Performance evaluations of reemployed teachers will be conducted annually.

G. Reemployed teachers may not accrue additional STRS credit as a result of reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single live annuity with a reserve based on the reemployed teacher’s accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity see O.R.C. §3307.35.

H. Seniority for reemployed teachers returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the reemployed teacher's entire period of reemployment. In the event of a reduction in force, the reemployed teacher will not have any of the bumping rights set forth in the collective bargaining agreement.

I. Reemployed teachers are not eligible for severance pay for accumulated sick leave and may not participate in any retirement incentive programs.

J. Reemployed teachers will be eligible to accumulate sick leave. Sick leave shall commence at zero (0) days for reemployed teachers. Reemployed teachers shall earn 1 ¼ days of sick leave per month for the duration of their reemployment. Reemployed teachers may request an advance of up to five (5) days of sick leave, if necessary. The reemployed teacher must reimburse the Board for any advanced sick leave which is not earned at the time the reemployed teacher separates his/her employment with the District. The parties expressly agree that this provision supersedes and replaces O.R.C. §3319.141.

K. Tuition reimbursement will be provided only as necessary for licensure or certification renewal.

L. Subject to these provisions, reemployed teachers are part of the bargaining unit.

M. The parties expressly agree and fully intend this Memorandum to supersede any conflicting provisions of the Ohio Revised Code, the Ohio Administrative Code, federal laws and regulations and the collective bargaining agreement.

N. The provisions of this Article are not grievable under the collective bargaining agreement no through any action or claim filed under STRS or a court of law.

## **ARTICLE XXXII**

### **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE STIPENDS**

For the first year of the contract, a stipend of \$1,000 will be given to the Local Professional Development Committee chairman and four (4) \$800 stipends will be given to four people sitting on the LPDC committee. For the second and third year of the contract, the chair will receive a stipend of \$1,000 and three (3) \$800 stipends will be given the three people sitting on the LPDC committee.

## **ARTICLE XXXIII**

### **PROFESSIONAL DEVELOPMENT PROGRAM**

The District may schedule professional development programs during the contract year. Attendance at professional development programs is mandatory when scheduled during the school day, i.e., late start or early dismissal of students.

**ARTICLE XXXIV**

Teachers may use professional discretion to complete training mandated by law during work hours. This Article is terminated June 30, 2014.

**APPENDIX A**

**GRIEVANCE REPORT FORM**

**(Certificated Staff)**

NAME \_\_\_\_\_  
BLDG/POSITION \_\_\_\_\_  
DATE \_\_\_\_\_

DISTRIBUTION OF FORM:

- 1. Superintendent
- 2. Principal
- 3. Association President
- 4. Grievant

Use Original for Routing Copy During Grievance Process

DATE GRIEVANCE OCCURRED \_\_\_\_\_  
CONTRACT PROVISION(S) ALLEGEDLY VIOLATED \_\_\_\_\_

STATEMENT OF GRIEVANCE & CIRCUMSTANCES SURROUNDING GRIEVANCE

\_\_\_\_\_  
\_\_\_\_\_

LOCATION OR GRIEVANCE \_\_\_\_\_  
OTHERS INVOLVED \_\_\_\_\_  
RELIEF SOUGHT \_\_\_\_\_  
DATE OF INFORMAL PROCEDURE MEETING \_\_\_\_\_  
PRESENTED TO ADMINISTRATOR Step 1 \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Grievant's Signature

DISPOSITION OF STEP 1 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date of Response

\_\_\_\_\_ Administrator's Signature

ADVANCE TO STEP 2 \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Grievant's Signature

DISPOSITION OF STEP 2 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date of Response

\_\_\_\_\_ Superintendent/Designee Signature

ADVANCE TO ARBITRATION – STEP 3 \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Association President's Signature





**APPENDIX C**

**TEACHER EVALUATION OBSERVATION FORM**

**Teacher:**

**Subject/Grade:**

**School:**

**Date:**

**PRE-OBSERVATION CONFERENCE**

Mutually agreed upon objectives and/or goals to be observed:

Possible teacher feedback needed:

**POST-OBSERVATION CONFERENCE**

Description of lesson that was observed:

Commendations:

Mutually agreed upon changes or recommendations for improvement of instruction based on the observation:

**Signatures**

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D**

**RIVER VALLEY LOCAL SCHOOL DISTRICT  
FIRST/FINAL Teacher Evaluation Instrument**

**Teacher:**  
**Observer:**  
**Building:**

**Grade Level:**  
**Subject:**  
**Observation Date:**

**PERFORMANCE AREAS**

<b>Planning, Preparation, &amp; Content Knowledge</b> Ohio Standards: 1.1, 1.2, 1.5, 2.1 – 2.4, 3.1 – 3.3, 3.5, 4.1, 4.2, 4.4 – 4.7	EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	NEEDS IMPROVEMENT	Non-Applicable
Familiar with student background and level of functioning				
Lesson plans clearly state goals & objectives aligned with standards and other content areas				
Uses technology when appropriate & available				
Uses data to drive instruction				
Creates and/or selects appropriate evaluations & assessments				
Plans appropriately for students with special needs (gifted, disabled, & at-risk)				
<b><u>Recommendation(s) for "Needs Improvement" (with timeline):</u></b>				

<b>Learning Environment</b> Ohio Standards: 1.3, 1.4, 5.1 – 5.5	EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	NEEDS IMPROVEMENT	Non-Applicable
Discipline is fair & consistent				
Shows good rapport with students				
Creates a safe physical environment & working arrangement				
Creates an appropriate environment & learning culture by using bulletin boards, displays, & posters				
<b><u>Recommendation(s) for "Needs Improvement" (with timeline):</u></b>				

<b>Instruction for Student Learning</b> Ohio Standards: 2.5, 4.3	EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	NEEDS IMPROVEMENT	Non-Applicable
States clear goals & procedures				
Makes content comprehensible				
Encourages higher-level, critical thinking				
Incorporates differentiated activities & instructional techniques				
Monitors student understanding & progress				
Gives frequent & meaningful feedback				
Provides intervention when necessary				
Adjusts lesson & activities if necessary; demonstrates flexibility				
Uses instructional time effectively				
Connects previous, current, & future content				
<b>Recommendation(s) for "Needs Improvement" (with timeline):</b>				

<b>Professionalism</b> Ohio Standards: 3.4, 6.1 – 6.4, 7.1 – 7.3	EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	NEEDS IMPROVEMENT	Non-Applicable
Reflects on strengths & weaknesses of lessons and learning goals				
Exhibits efficiency in daily classroom duties				
Demonstrates teamwork within the building				
Keeps open communication with parents				
Maintains appropriate, professional appearance in regards to age of student body				
Exhibits good attendance & is punctual				
Maintains professional & ethical behavior as defined by Ohio Standards for the Teaching Profession				
<b>Recommendation(s) for "Needs Improvement" (with timeline):</b>				

**Administrator Summary:**

The teacher's signature indicates that he/she is aware of the contents of this report, not that he/she agrees with the report, in part or whole.

The bargaining unit member has the right to rebut any part or all of this report as per the negotiated agreement.

- Teacher rebuttal attached: YES \_\_\_\_\_ NO \_\_\_\_\_
- Present Contractual Status: Continuing \_\_\_\_\_ Limited \_\_\_\_\_
- Recommendation for Reappointment: YES \_\_\_\_\_ NO \_\_\_\_\_
- Recommendation for Tenure: YES \_\_\_\_\_ NO \_\_\_\_\_ N/A \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

APPENDIX E

SALARY SCHEDULE 2011-2014

Step	BA	BA + 15	MA	MA+15	MA+30
0	\$ 32,915 1	\$ 34,232 1.04	\$ 36,042 1.095	\$ 37,688 1.145	\$ 39,416 1.1975
1	\$ 34,396 1.045	\$ 35,867 1.0897	\$ 37,842 1.1497	\$ 39,518 1.2006	\$ 41,328 1.2556
2	\$ 35,693 1.0844	\$ 37,319 1.1338	\$ 39,455 1.1987	\$ 41,163 1.2506	\$ 43,056 1.3081
3	\$ 36,990 1.1238	\$ 38,771 1.1779	\$ 41,075 1.2479	\$ 42,809 1.3006	\$ 44,784 1.3606
4	\$ 38,287 1.1632	\$ 40,222 1.222	\$ 42,691 1.297	\$ 44,455 1.3506	\$ 46,512 1.4131
5	\$ 39,584 1.2026	\$ 41,674 1.2661	\$ 44,307 1.3461	\$ 46,101 1.4006	\$ 48,240 1.4656
6	\$ 40,880 1.242	\$ 43,125 1.3102	\$ 45,923 1.3952	\$ 47,746 1.4506	\$ 49,968 1.5181
7	\$ 42,177 1.2814	\$ 44,577 1.3543	\$ 47,539 1.4443	\$ 49,392 1.5006	\$ 51,696 1.5706
8	\$ 43,474 1.3208	\$ 46,028 1.3984	\$ 49,155 1.4934	\$ 51,038 1.5506	\$ 53,424 1.6231
9	\$ 44,771 1.3602	\$ 47,480 1.4425	\$ 50,771 1.5425	\$ 52,684 1.6006	\$ 55,152 1.6756
10	\$ 46,068 1.3996	\$ 48,931 1.4866	\$ 52,388 1.5916	\$ 54,362 1.6516	\$ 56,880 1.7281
11	\$ 47,365 1.439	\$ 50,383 1.5307	\$ 54,004 1.6407	\$ 55,975 1.7006	\$ 58,608 1.7806
12	\$ 48,662 1.4784	\$ 51,835 1.5748	\$ 55,620 1.6898	\$ 57,621 1.7506	\$ 60,336 1.8331
13	\$ 49,958 1.5178	\$ 53,286 1.6189	\$ 57,236 1.7389	\$ 59,267 1.8006	\$ 62,065 1.8856
14	\$ 51,255 1.5572	\$ 54,738 1.663	\$ 58,852 1.788	\$ 60,912 1.8506	\$ 63,793 1.9381
15	\$ 52,552 1.5966	\$ 56,189 1.7071	\$ 60,468 1.8371	\$ 62,558 1.9006	\$ 65,521 1.9906
16	\$ 53,849 1.636	\$ 57,641 1.7512	\$ 62,084 1.8862	\$ 64,204 1.9506	\$ 67,249 2.0431
17	\$ 55,146 1.6754	\$ 59,092 1.7953	\$ 63,700 1.9353	\$ 65,850 2.0006	\$ 68,977 2.0956

**APPENDIX F**

**2011-2014 Supplemental Contracts**

Athletic	Position	Contract	% of base
Faculty Manager	HS	\$2,962.35	0.09
Football	V Head	\$5,266.40	0.16
	V Asst.	\$2,797.78	0.085
	V Asst.	\$2,797.78	0.085
	V Asst.	\$2,797.78	0.085
	V Asst.	\$2,797.78	0.085
	Freshman	\$2,468.63	0.075
	MS Head	\$1,974.90	0.06
	MS Asst.	\$1,645.75	0.05
	MS Asst.	\$1,645.75	0.05
Cross Country	V Head	\$3,785.23	0.115
	V Asst.	\$2,468.63	0.075
	MS Head	\$1,974.90	0.06
Golf	V Head	\$3,291.50	0.1
Soccer	V Head	\$3,785.23	0.115
	V Asst.	\$2,468.63	0.075
Wrestling	V Head	\$4,114.38	0.125
	V Asst.	\$2,468.63	0.075
	JV Coach	\$2,797.78	0.085
	MS Head	\$1,974.90	0.06
Tennis	Boys' Head	\$3,291.50	0.1
	Girls' Head	\$3,291.50	0.1
Volleyball	V Head	\$4,114.38	0.125
	V Asst.	\$2,468.63	0.075
	JV	\$2,797.78	0.085
	Freshman	\$2,468.63	0.075
	8th Grade	\$1,974.90	0.06
	7th Grade	\$1,974.90	0.06
Boys' Basketball	V Head	\$5,266.40	0.16
	V Asst.	\$2,468.63	0.075
	JV	\$2,797.78	0.085
	Freshman	\$2,468.63	0.075
	8th Grade	\$1,974.90	0.06
	7th Grade	\$1,974.90	0.06
Girls' Basketball	V Head	\$5,266.40	0.16
	V Asst.	\$2,468.63	0.075
	JV	\$2,797.78	0.085
	Freshman	\$2,468.63	0.075
	8th Grade	\$1,974.90	0.06
	7th Grade	\$1,974.90	0.06
Baseball	V Head	\$4,114.38	0.125
	V Asst.	\$2,468.63	0.075
	JV	\$2,797.78	0.085
	Fresh/JV Asst	\$1,974.90	0.06
Softball	V Head	\$4,114.38	0.125
	V Asst.	\$2,468.63	0.075
	JV	\$2,797.78	0.085
	Fresh/JV Asst	\$1,974.90	0.06

Athletic	Position	Contract	% of base
Cheerleading	V Head	\$2,139.48	0.065
	V Asst.	\$1,481.18	0.045
	MS Advisor	\$1,152.03	0.035
	MS Asst.	\$822.88	0.025
Swimming	Head	\$3,291.50	0.1
Boys' Track	V Head	\$4,114.38	0.125
	V Asst.	\$2,468.63	0.075
	V Asst.	\$2,468.63	0.075
	MS Head	\$1,974.90	0.06
	MS Asst.	\$1,645.75	0.05
	MS Asst.	\$1,645.75	0.05
	MS Asst.	\$1,645.75	0.05
	MS Asst.	\$1,645.75	0.05
Girls' Track	V Head	\$4,114.38	0.125
	V Asst.	\$2,468.63	0.075
	V Asst.	\$2,468.63	0.075

Academic	Position	Contract	% of base
HS Class Advisors	Senior	\$1,152.03	0.035
	Junior	\$1,152.03	0.035
	Sophomore	\$822.88	0.025
	Freshman	\$822.88	0.025
Music Company		\$1,481.18	0.045
New Addition		\$1,481.18	0.045
New Rhythm Boys		\$822.88	0.025
Musical*		\$6,253.85	0.19
Flag Corp Advisor		\$1,152.03	0.035
Asst. Band Director		\$1,152.03	0.035
Jazz Band		\$1,152.03	0.035
Industrial Tech Club	HS	\$822.88	0.025
	MS	\$822.88	0.025
NHS Advisor		\$822.88	0.025
Yearbook Advisor		\$4,772.68	0.145
Quiz Bowl	HS	\$822.88	0.025
Newspaper &	MS	\$822.88	0.025
Yearbook Advisor			
HS Student Council		\$1,152.03	0.035
MS Team Leaders	6th	\$1,152.03	0.035
	7th	\$1,152.03	0.035
	8th	\$1,152.03	0.035
	Discovery Leader	\$329.15	0.01
HS Dept. Heads	Social Studies	\$1,152.03	0.035
	Life Skills Dept.	\$1,152.03	0.035
	English	\$1,152.03	0.035
	Science	\$1,152.03	0.035
	Math	\$1,152.03	0.035
	Special Education	\$1,152.03	0.035
	Related Studies	\$1,152.03	0.035
<b>base \$32,915.00</b>			

APPENDIX G

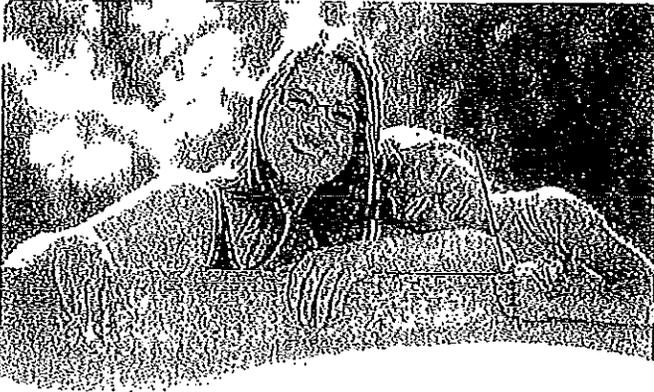
**SCHEDULE OF MEDICAL BENEFITS**

<b>BENEFITS</b>	<b>PPO</b>	<b>NON-PPO</b>
Prescription Drug Benefit and Mail Order Drug Benefit	No deductible applies. Plan pays 80% of cost and employee pays 20% of cost. Once an employee has paid \$500 during a calendar year (for all covered family members), the Plan pays 100% of the balance for that calendar year.	
Calendar Year Deductible (the PPO and non-PPO deductible shall not be applied toward each other)	\$250 Per Person \$600 Per Family	\$300 Per Person \$600 Per Family
Coinsurance	Plan pays 80%	Plan pays 60%
Coinsurance Maximum Out-of-Pocket Per Calendar Year (the PPO and non-PPO Coinsurance Maximum Out-of-Pocket amounts shall not be applied toward each other). The Coinsurance Maximum Out-of-Pocket amount does not include deductibles or co-pays.	\$1,000 Per Person \$2,000 Per Family	\$2,000 Per Person \$4,000 Per Family
Physician's Office Visit Benefit	100% after \$20 Co-Pay	60% of R&C after deductible
Pap Smears & Mammograms	100% after \$20 Co-Pay	60% of R&C after deductible. Mammogram Max Benefit/Yr is 130% of the lowest Medicare rate in Ohio
Temporomandibular Joint Dysfunction	80% after deductible	Not Covered
Well Child Care	100% after \$20 Co-Pay	60% of R&C after deductible to max of \$500 from birth to age 1 and \$150/yr from age 1 to 9.
Routine Physical/Vision Exams	100% after \$20 Co-Pay	Not Covered
Emergency Care (Life Threatening) -- applies only to accidental Injury or Medical Emergency	\$100 Co-Pay, then 80% after deductible. Co-Pay is waived if admitted.	
Urgent Care Services	100% after \$25 co-pay	60% of R&C
Inpatient Mental Health/Substance Abuse (maximums shown apply toward each other)	80% after deductible, to max of 30 days per cal year	60% of R&C after deductible, to max of 10 days per cal year
Outpatient Mental Health (maximums shown apply toward each other)	100% after \$20 Co-Pay/visit for Ind'l therapy; 100% after \$10 Co-Pay/visit for group therapy to max of 30 visits per cal year	60% of R&C after deductible to max of 10 visits per cal year
Outpatient Substance Abuse (maximums shown apply toward each other)	100% after \$20 Co-Pay/visit for Ind'l therapy; 100% after \$10 Co-Pay/visit for group therapy to max of 30 visits per cal year	60% of R&C after deductible to max of 10 visits per cal year
Skilled Nursing Facility (maximums shown apply toward each other)	80% after deductible, to max of 180 days per cal year	60% of R&C after deductible to max of 60 days per cal year
Home Health Care (maximums shown apply toward each other)	80% after deductible to max of 100 visits/cal year	60% after deductible to max of 60 visits/cal year
Outpatient Rehab (Phys, Speech, Occup, Inhalation & Cardiac Rehab Therapy). Limited to 20 visits/cal year for each type of therapy	100% after \$20 Co-Pay	60% of R&C after deductible
Chiropractic Services (maximums shown apply toward each other)	80% to max benefit of \$250/cal yr. Deductible waived	60% of R&C after deductible to max benefit of \$250/cal yr
Lifetime Maximum Benefit	\$1,000,000	

PRE-ADMISSION NOTIFICATION IS RECOMMENDED FOR ALL NON-EMERGENCY HOSPITAL ADMISSIONS. POST-ADMISSION NOTIFICATION IS RECOMMENDED FOR ALL EMERGENCY HOSPITAL ADMISSIONS.

Summary of Benefits as of 7/1/2011.

Future benefit changes will be posted on the River Valley Website.



## Your VSP Vision Benefits Summary

Why enroll in a VSP<sup>®</sup> Vision Care plan? We'll help keep you and your eyes healthy. Plus, you'll get a great value on your eyecare and eyewear.

You'll like what you see with VSP.

**Value and Savings.** You'll get great benefits on your exam and eyewear at an affordable price.

**Personalized Care.** You'll get quality care that focuses on your eyes and overall wellness with a WellVision Exam<sup>®</sup> from a VSP doctor. They'll look for vision problems and signs of other health conditions.

When you see a VSP doctor, you'll get the most out of your benefit and have lower out-of-pocket costs. Plus, you'll be 100% happy with your eyecare and eyewear from a VSP doctor or we'll make it right.

**Eyewear.** Choose the eyewear that's right for you and your budget. From classic styles to the latest designer fashions, you'll find hundreds of options for you and your family.

**Choice of Providers.** With open access to see any eyecare provider, you can see the one who's right for you. Choose a VSP doctor or any other provider. To find a VSP doctor, visit [vsp.com](http://vsp.com) or call 800.877.7195.

Enroll today. You'll be glad you did.

Once your plan is effective, register on [vsp.com](http://vsp.com) to view a complete description of your benefits. To use your vision coverage, simply tell your eyecare provider that you have VSP. No ID card is necessary.

Contact us. [vsp.com](http://vsp.com) | 800.877.7195



CAT#1006'06 JONR37852M 6/10

River Valley Local Sch, Dist, and VSP provide you with an affordable eyecare plan. Sign up for VSP today.

### Important Dates

VSP Coverage Effective .....01/01/2011

Doctor Network.....VSP Choice

### Your Coverage with a VSP Doctor

WellVision Exam<sup>®</sup> focuses on your eye health and overall wellness

- \$10.00 copay .....every 12 months

Prescription Glasses

- \$25.00 copay

Lenses.....every 12 months

- Single vision, lined bifocal, and lined trifocal lenses
- Polycarbonate lenses for dependent children

Frame .....every 24 months

- \$130.00 allowance for a wide selection of frames
- 20% off the amount over your allowance

~OR~

Contact Lens Care

- No copay.....every 12 months

\$130.00 allowance for contacts and the contact lens exam (fitting and evaluation). If you choose contact lenses you will be eligible for a frame 12 months from the date the contact lenses were obtained.

Current soft contact lens wearers may qualify for a special program that includes a contact lens exam and initial supply of replacement lenses.

### Extra Discounts and Savings

Glasses and Sunglasses

- Average 20-25% savings on all non-covered lens options
- 20% off additional glasses and sunglasses, including lens options, from any VSP doctor within 12 months of your last WellVision Exam

Contacts

- 15% off cost of contact lens exam (fitting and evaluation)

Laser Vision Correction

- Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.

### Your Coverage with Other Providers

Visit [vsp.com](http://vsp.com) for details. If you plan to see a provider other than a VSP doctor.

Exam .....	Up to \$45.00
Single vision lenses.....	Up to \$30.00
Lined bifocal lenses.....	Up to \$50.00
Lined trifocal lenses.....	Up to \$65.00
Frame .....	Up to \$70.00
Contacts .....	Up to \$105.00

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

Summary of Benefits as of 7/1/2011.

Future benefit changes will be posted on the River Valley Website.

APPENDIX H

**Delta Dental PPO (Point-of-Service)  
Summary of Dental Plan Benefits  
For Group# 0007190-0001  
River Valley Schools**

This Summary of Dental Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. In the event that you seek treatment from a dentist that does not participate in any of Delta Dental's programs, you may be responsible for more than the percentage indicated below.

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services -

	PPO Dentist	Premier Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays
<b>Class I Benefits</b>			
Diagnostic and Preventive Services - Includes exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
<b>Class II Benefits</b>			
Minor Restorative Services - includes fillings	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Periodontal Maintenance - periodontal cleanings	100%	100%	100%
Endodontic Services - includes root canals	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Relines and Repairs - to bridges and dentures	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
<b>Class III Benefits</b>			
Major Restorative Services - includes crowns	50%	50%	50%
Prosthodontic Services - includes bridges and dentures	50%	50%	50%
Implants - endosteal implants to replace missing teeth	50%	50%	50%
<b>Class IV Benefits</b>			
Orthodontic Services - includes braces	50%	50%	50%
Orthodontic Age Limit -	No Age Limit	No Age Limit	No Age Limit

- Oral exams are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.
- Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain crowns are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period.
- People with certain high-risk medical conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.

Customer Service Toll-Free Number: 800-524-0149

www.deltadentaloh.com Summary of Benefits as of 7/1/2011.

Future benefit changes will be posted on the River Valley Website

**Memorandum of Understanding  
Between The River Valley Local School District Board of Education and  
The River Valley Teachers' Association**

**MOU No. RVTA 2011-1**

The River Valley Local School Board of Education and the River Valley Teachers' Association (collectively "the Parties") negotiated a collective bargaining agreement ("Agreement"), effective July 1, 2011, through June 30, 2014. Both Parties ratified the tentative agreements negotiated by the negotiating teams.

Subsequent to the ratification, discussion arose between the Parties regarding the implementation of Article XXII, Section B. The Parties met on August 30, 2011, to discuss this implementation.

While there remains no dispute as to how bargaining unit member salaries are to be calculated pursuant to Article XXII, Section B, the Parties dispute over the incorporation of those salaries into the binding Agreement.

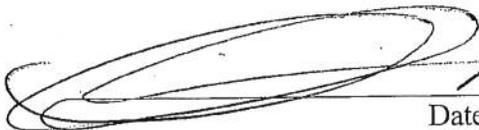
The Parties agree that the attached, initialed salary tables reflect the salaries of the bargaining unit members beginning July 1, 2011. The Parties agree to be bound by the salaries as set forth in this attached, initialed salary tables through the end of the 2013-2014 teacher work year, as defined in Article 6, Section B of the Agreement. This Memorandum of Understanding will be attached to the back of the Agreement.

In consideration for this Memorandum of Understanding, the River Valley Teachers' Association agrees to withdraw its grievance filed on November 7, 2011.

This Memorandum of Understanding encompasses the full understanding of the Parties. The Parties agree and acknowledge that this Agreement contains and comprises the entire agreement and understanding between the Parties.

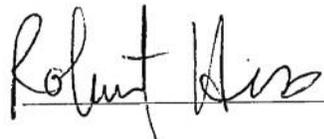
FOR THE BOARD OF EDUCATION

FOR THE UNION

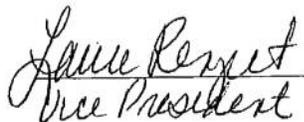
  
Date 12-8-2011

 President 12-7-11  
Date

\_\_\_\_\_  
Date

 Treasurer 12/7/11  
Date

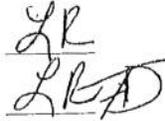
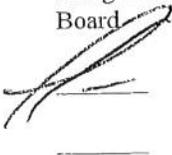
\_\_\_\_\_  
Date

 Vice President 12/7/11  
Date

As agreed in MOU # RVTA 2011-1

Board

Union



### SALARY TABLES

#### SALARY 2011-2012

yrs exp prior to 2011-2012	BA	BA + 15	MA	MA + 15	MA + 30
0	\$32,915	\$34,232	\$36,042	\$37,688	\$39,416
1	\$34,396	\$35,867	\$37,842	\$39,518	\$41,328
2	\$35,693	\$37,319	\$39,455	\$41,163	\$43,056
3	\$36,990	\$38,771	\$41,075	\$42,809	\$44,784
4	\$38,287	\$40,222	\$42,691	\$44,455	\$46,512
5	\$39,584	\$41,674	\$44,307	\$46,101	\$48,240
6	\$40,880	\$43,125	\$45,923	\$47,746	\$49,968
7	\$42,177	\$44,577	\$47,539	\$49,392	\$51,696
8	\$43,474	\$46,028	\$49,155	\$51,038	\$53,424
9	\$44,771	\$47,480	\$50,771	\$52,684	\$55,152
10	\$46,068	\$48,931	\$52,388	\$54,362	\$56,880
11	\$47,365	\$50,383	\$54,004	\$55,975	\$58,608
12	\$48,662	\$51,835	\$55,620	\$57,621	\$60,336
13	\$49,958	\$53,286	\$57,236	\$59,267	\$62,065
14	\$51,255	\$54,738	\$58,852	\$60,912	\$63,793
15	\$52,552	\$56,189	\$60,468	\$62,558	\$65,521
16	\$53,849	\$57,641	\$62,084	\$64,204	\$67,249
17*	\$55,146	\$59,092	\$63,700	\$65,850	\$68,977
17*	\$55,146	\$59,092	\$63,700	\$65,850	\$68,977

#### SALARY 2012-2013

yrs exp prior to 2012-2013	BA	BA + 15	MA	MA + 15	MA + 30
0	\$32,915	\$34,232	\$36,042	\$37,688	\$39,416
1	\$33,656	\$35,050	\$36,942	\$38,603	\$40,372
2	\$35,045	\$36,593	\$38,649	\$40,341	\$42,192
3	\$36,342	\$38,045	\$40,265	\$41,986	\$43,920
4	\$37,639	\$39,496	\$41,883	\$43,632	\$45,648
5	\$38,936	\$40,948	\$43,499	\$45,278	\$47,376
6	\$40,232	\$42,400	\$45,115	\$46,924	\$49,104
7	\$41,529	\$43,851	\$46,731	\$48,569	\$50,832
8	\$42,826	\$45,303	\$48,347	\$50,215	\$52,560
9	\$44,123	\$46,754	\$49,963	\$51,861	\$54,288
10	\$45,420	\$48,206	\$51,579	\$53,523	\$56,016
11	\$46,717	\$49,657	\$53,196	\$55,169	\$57,744
12	\$48,014	\$51,109	\$54,812	\$56,798	\$59,472
13	\$49,310	\$52,561	\$56,428	\$58,444	\$61,201
14	\$50,607	\$54,012	\$58,044	\$60,090	\$62,929

As agreed in MOU # RVTA 2011-1

Board

Union




15	\$51,904	\$55,464	\$59,660	\$61,735	\$64,657
16	\$53,201	\$56,915	\$61,276	\$63,381	\$66,385
17*	\$54,497	\$58,367	\$62,892	\$65,027	\$68,113
17*	\$55,146	\$59,092	\$63,700	\$65,850	\$68,977

SALARY 2013-2014

<b>yrs exp prior to 2013-2014</b>	<b>BA</b>	<b>BA + 15</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>
0	\$32,915	\$34,232	\$36,042	\$37,688	\$39,416
1	\$33,656	\$35,050	\$36,942	\$38,603	\$40,372
2	\$35,045	\$36,593	\$38,649	\$40,341	\$42,192
3	\$36,342	\$38,045	\$40,265	\$41,986	\$43,920
4	\$37,639	\$39,496	\$41,883	\$43,632	\$45,648
5	\$38,936	\$40,948	\$43,499	\$45,278	\$47,376
6	\$40,232	\$42,400	\$45,115	\$46,924	\$49,104
7	\$41,529	\$43,851	\$46,731	\$48,569	\$50,832
8	\$42,826	\$45,303	\$48,347	\$50,215	\$52,560
9	\$44,123	\$46,754	\$49,963	\$51,861	\$54,288
10	\$45,420	\$48,206	\$51,579	\$53,523	\$56,016
11	\$46,717	\$49,657	\$53,196	\$55,169	\$57,744
12	\$48,014	\$51,109	\$54,812	\$56,798	\$59,472
13	\$49,310	\$52,561	\$56,428	\$58,444	\$61,201
14	\$50,607	\$54,012	\$58,044	\$60,090	\$62,929
15	\$51,904	\$55,464	\$59,660	\$61,735	\$64,657
16	\$53,201	\$56,915	\$61,276	\$63,381	\$66,385
17**	\$54,497	\$58,367	\$62,892	\$65,027	\$68,113
17**	\$55,146	\$59,092	\$63,700	\$65,850	\$68,977

\*\* Once a bargaining unit member maxes out at the 17<sup>th</sup> step of the salary schedule according to the negotiated contract, he or she can go no further in salary according to the 2011-2014 negotiated contract. The second year at level 17 would be a half step that would max out a bargaining unit member at level 17 according to the negotiated contract.