



CBA Between River Valley Local Board of Education and the River Valley Teachers' Association

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MASTER AGREEMENT

**THE RIVER VALLEY LOCAL BOARD OF
EDUCATION**

AND

**THE RIVER VALLEY TEACHERS'
ASSOCIATION**

July 1, 2014

to

June 30, 2017

TABLE OF CONTENTS

AGREEMENT BETWEEN THE PARTIES 1

ARTICLE I..... 1

PREAMBLE.....1

ARTICLE II 1

RECOGNITION.....1

ARTICLE III..... 2

ORGANIZATIONAL RIGHTS AND PRIVILEGES2

ARTICLE IV 6

NEGOTIATION PROCEDURES6

ARTICLE V 10

GRIEVANCE PROCEDURE10

ARTICLE VI..... 14

TEACHING HOURS AND LOAD14

ARTICLE VII 15

CLASS SIZE15

ARTICLE VIII..... 16

TEACHER FACILITIES16

ARTICLE IX..... 17

TEACHER SUBSTITUTION17

ARTICLE X 17

SICK LEAVE.....17

ARTICLE XI..... 18

TEMPORARY LEAVES OF ABSENCE18

ARTICLE XII 20

EXTENDED LEAVES OF ABSENCE.....20

ARTICLE XIII..... 25

TEACHER EVALUATION25

ARTICLE XIV 34

NOTIFICATION OF PERFORMANCE STATUS34

ARTICLE XV..... 35

TUITION.....35

ARTICLE XVI..... 35

TRANSFERS AND REASSIGNMENTS35

ARTICLE XVII	37
NONTEACHING DUTIES	37
ARTICLE XVIII	38
MASTER TEACHER COMMITTEE	38
ARTICLE XIX	38
REDUCTIONS IN STAFF	38
ARTICLE XX	41
SEVERANCE PAY.....	41
ARTICLE XXI	42
INSURANCE	42
ARTICLE XXII	46
SALARY AND SALARY INDEX.....	46
ARTICLE XXIII	48
RESPONSIBILITIES REGARDING DUTY SCHEDULE	48
ARTICLE XXIV	48
RELEASE OF TIME FOR RECORD KEEPING	48
ARTICLE XXV	48
DURATION OF AGREEMENT	48
ARTICLE XXVI	48
STRS PICK-UP WITH REDUCTION	48
ARTICLE XXVII	49
PARENTAL COMPLAINTS	49
ARTICLE XXVIII	49
PERSONNEL INFORMATION	49
ARTICLE XXIX	50
DISCIPLINE AND DISCHARGE	50
ARTICLE XXX	52
SENIORITY	52
ARTICLE XXXI	54
RETIRED TEACHERS.....	54
ARTICLE XXXII	55
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE S'TIPENDS.....	55
ARTICLE XXXIII	56
PROFESSIONAL DEVELOPMENT PROGRAM	56
APPENDIX A	57

GRIEVANCE REPORT FORM.....57

APPENDIX B..... **58**

EXTENDED USE OF SICK LEAVE (FORM)58

APPENDIX C..... **59**

TEACHER EVALUATION OBSERVATION FORM59

AGREEMENT BETWEEN THE PARTIES

The attached document represents the product of negotiations between the parties. Negotiations were concluded by tentative agreement on June 9, 2014. 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, 2014 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, 2017.

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

1. 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.
2. The union has the right to be present for the adjustment of any grievance.
3. Grievance forms shall be exhibited in the appendix of this contract.
4. The union and the aggrieved bargaining unit member must mutually agree to proceed to arbitration step of this procedure.
5. 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. Paid calamity days will be limited to 5 days. Calamity days 6, 7 and 8 will be covered by blizzard bags. Teachers will receive pay for one day's pay for each day's lessons plans created.

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.

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.
- a. Coaches' Clinics - The head coach plus one coaching staff member may be authorized to attend the coaches' clinic.
 - b. 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.

6. 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. While on unpaid leave, employee shall not be gainfully employed elsewhere.

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. While on unpaid leave, employee shall not be gainfully employed elsewhere.

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

TEACHER EVALUATION

All evaluations of a member as prescribed in such plan shall be conducted openly with the member's full knowledge and awareness. However, teacher evaluation is an ongoing process and is not limited to scheduled classroom observations.

Any other matters coming to the attention of the administration in the ordinary course of conducting the business of the school district may be included in the evaluation only after the member has been notified, in writing, and/or in a conference, of such matters. Anonymous information and materials may not be included in the evaluation.

Any significant differences on the evaluation should be thoroughly analyzed and resolved, if possible. In the event the member does not agree with the principal's evaluation, such disagreement shall be filed, in writing, within ten (10) days of the principal/member conference.

Additional evaluations may be made by the Superintendent at his/her discretion or at the request of either the principal or member.

Violations of and compliance with, evaluation procedures are subject to the grievance procedure,

The substance of an evaluation that directly results from an evaluator's following the OTES model may not be grieved.

Evaluation for supplemental and regular bargaining unit member contracts shall be kept in separate envelopes in the personnel file.

Purpose

The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.
2. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
3. Evaluation provides the teacher and evaluator with a definite appraisal instrument. It should provide systemic feedback, given the opportunity to assess the changes made over a period of time and indicate professional growth.

Definitions

- A. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of

the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

- B. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
- C. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- D. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.
- E. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator.

Teacher performance results are reported as a teacher performance rating that is coded as ineffective, developing, skilled and accomplished.

- i. Understanding student learning and development and respecting the diversity of the students they teach;
 - ii. Understanding the content area for which they have the instructional responsibility;
 - iii. Understanding and using varied assessments to inform instruction, evaluate and ensure student learning;
 - iv. Planning and delivering effective instruction that advances individual student learning;
 - v. Creating learning environments that promote high levels of learning and student achievement;
 - vi. Collaborating and communicating with students, parents and other educators, district administrators and the community; and,
 - vii. Assuming responsibility for professional growth, performance and involvement.
- F. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. The River Valley OTES committee may request implementation of the alternative framework for evaluation ratings. Each completed Final

Review will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

- G. Alternative framework option for the 2014-2015 school year, a district or school may choose to use either the 50 percent teacher performance and 50 percent student growth measure framework (ORC 3319.112) or the following alternative framework (ORC 3319.114):
 - a. Teacher performance measure shall be 42.5 percent
 - b. Student academic growth measure shall be 42.5 percent
 - c. One of the following components shall be 15 percent:
 - i. Student surveys;
 - ii. Teacher self-evaluations;
 - iii. Peer review evaluations;
 - iv. Student portfolios.

- H. Alternative framework option for the 2015-2016 school year and any school year thereafter, a district or school may choose to use either the 50 percent teacher performance and 50 percent student growth measure framework (ORC 3319.112) or the following alternative framework (ORC 3319.114):
 - a. Teacher performance measure shall account for 42.5 to 50 percent
 - b. Student academic growth measure shall account for 42.5 to 50 percent
 - c. Remainder shall be one of the following components:
 - i. Student surveys;
 - ii. Teacher self-evaluations;
 - iii. Peer review evaluations;
 - iv. Student portfolios.

 - d. If a district or school chooses to use the alternative framework, the teacher performance measure and the student academic growth measure shall account for equal percentages of each rating.
 - e. Districts and schools must choose one of the ODE-approved instruments if they are using the alternative framework.

- I. Evaluation Cycle: The period of time for the completion of the evaluation procedure.

- J. Evaluation Instrument: The process and forms used by the teacher's evaluator.

- K. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.

- L. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The

District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

Application

- A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:
 - 1. Teachers working under a license issued under Chapter 3319 of the Ohio Revised Code or a permanent or professional certificate under former section 3319.222 of the Revised Code who spend at least fifty (50) percent of their time providing student instruction.

Evaluators

- A. An evaluator must be an ODE credentialed employee of the District.
- B. The person who is responsible for assessing a teacher's performance shall be:
 - 1. A Building Administrator for the first cycle, then if requested by the teacher, another Administrator from the District for the second cycle, with Superintendent's approval.
 - 2. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. The designated supervisor may change under extenuating circumstances, with the Superintendent's approval.
 - 3. The evaluator shall not be a bargaining unit member.
 - 4. A teacher shall be entitled to union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

Evaluation Committee

- A. The Association and the Board agree to establish a standing joint evaluation development River Valley OTES Committee for the purpose of assessing and making recommendations concerning the procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.
- B. RV OTES Committee Composition: The committee shall be comprised of no more than 5 Association members appointed by the Association and no more than 3 members appointed by the Board or its designee

Schedule for Evaluation

- A. Teachers will be notified of their designated evaluator no later than September 15th of each school year.

- B. Classroom observations may be scheduled any day except: the day before or after Thanksgiving, Christmas, Spring Break; the day after the member returns from an absence; and, the last day of a grading period.
- C. The Final Review shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
- D. A board of education may evaluate each teacher receiving a rating of accomplished every three years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher as determined by the Department of Education.
- E. A board of education may evaluate each teacher receiving a rating of skilled every two years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher as determined by the Department of Education.
- F. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher. This also applies to teachers who received an accomplished rating in 2013-2014.
- G. Beginning with the 2014-15 school year, the Board may elect not to conduct an evaluation of a teacher who: (1) was on leave for 50 percent or more of the school year as calculated by the board; or (2) has submitted notice of retirement on or before Dec. 1 of the school year in which the evaluation is scheduled to be conducted.

Criteria for Performance Assessment

- A. A teacher's performance shall be assessed based on the standards for the teaching profession as reflected in the criteria set forth in the evaluation instrument, Appendix A to this agreement.
- B. No teacher shall be evaluated on his or her work performance except based on the observations of the teacher, the walkthroughs that are set forth in this agreement, and other methods of obtaining data concerning teachers performance.
- C. All monitoring or observation of the work performance of a teacher shall be conducted openly.
- D. If a teacher receives master teacher certification, the following school year the teacher will automatically receive an accomplished rating on the teacher performance side of the evaluation cycle. Therefore the teacher will not have to have a performance evaluation process for one year. Student growth measures would still occur as in contract.

- E. If a teacher receives national board certification, the following three school years the teacher will automatically receive an accomplished rating on the teacher performance side of the evaluation cycle. Therefore the teacher will not have to have a performance evaluation process for three years. Student growth measures would still occur as in contract.

Observation Procedure

- A. All teachers and staff members who will be evaluated herein will receive training in OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
 - a. All teachers shall be evaluated based on two minimum 30 minute observations each school year.
 - b. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) observations.
 - c. The first observation must be completed by December 1.
 - d. The second/third observation must be completed by May 1.
 - e. All formal observations shall be preceded by a conference between the evaluator and the employee.
 - f. Teacher will be notified three days prior to pre-conference of date and time of observation where the evaluator will give the teacher the completed observation form. The post observation conference will include reflection from both parties.
 - g. All formal observations will be announced.

Periodic Walkthroughs

- A. A walkthrough is a formative piece of the evaluation.
- B. Walkthroughs should last no longer than 15 minutes.
- C. Teachers will receive written feedback by e-mail or writing within five (5) days.
- D. A minimum of two (2) walkthroughs shall be included in each evaluation cycle.
- E. Additional walkthroughs can be requested by the teacher in addition to employer initiated walkthroughs.

Assessment of Student Growth

- A. Student academic growth will be measured through multiple measures that shall include value-added scores on evaluations for "teachers" where value-added scores are available. Other student growth measures shall be selected from the Ohio Department of Education's assessment list for "teachers" of subjects where value-added scores are not available and/or local measures of student growth. Data from Board-determined multiple measures will be converted to a score of: (1) Above, (2) Expected or (3) Below student growth levels.
 - a. In calculating student academic growth for an evaluation, a student shall not be included if the student has forty-five or more unexcused absences for the school year from the classroom.
 - b. The first year of collected data for the evaluation procedure shall be derived from value-

added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by first day of May of the second school year following the effective date of this agreement.

Professional Development and Improvement Plans

- A. Professional growth and improvement plans shall be developed as follows:
 - a. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluators for the evaluation with approval of the Superintendent.
 - b. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.
 - c. Teachers with below expected levels of student growth will develop an improvement plan, as outlined below, with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation.
- B. Professional growth and improvement plans for the following school year shall be developed not later than the end of the current school year.
- C. Professional growth and improvement plans shall describe the specific performance expectations, resources, options for assistance available and timeline for completion.
- D. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers.

Remediation of Deficiencies Identified During Observations and Walkthroughs

- A. The remediation plan, as outlined in this section, shall detail:
 - a. Performance issues documented as deficient;
 - b. Specific performance expectations;
 - c. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;
 - d. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.
 - e. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under a remediation plan.
- B. If a remediation plan is developed prior to March 1, those identified deficiencies shall be

reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.

- C. If a remediation plan is developed after March 1, the plan shall be continued into the next school year.
- D. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher within three (3) work days after the observed deficiency occurs. The evaluator shall provide, in writing, to a teacher any plan for remediation of identified deficiencies and shall include a reasonable time period for said remediation.

Personnel Action Requirements

- A. The student growth data side of the evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed. Value-added data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

Personnel Decisions

- A. The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement for use by district administrators in making retention and promotion decisions based on evaluation results.
- B. Seniority shall not be the basis for making retention decisions, except when choosing between "teachers" who have comparable evaluations as set forth in the collective bargaining agreement. Comparable evaluations should be derived from multiple summative ratings. Starting in the 2014-2015 school year, a teacher will receive a point total of 4 for accomplished, 3 for proficient, 2 for developing and 1 for ineffective. In a three year period of time, a teacher will have a rating of 3 thru 12. Any teacher with a score of 9 thru 12 over three years would be in group one, teachers with a score of 4 thru 8 would be in group two, and teachers with a score of 3 would be in group three. Each separate group would be considered "comparable", with group one being the highest rated. Total scores would always be considered as consisting of the most recent three years' worth of evaluation data.
- C. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed. Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating. Nothing in this provision limits the right of the Board

to non-renew a limited contract teacher as permitted by Ohio Revised Code.

- D. Until three years of data have been collected and three evaluations cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.
- E. Whenever there is a transfer causing a change in a teacher's teaching assignment (e.g., building, grade level and/or subject matter), the three year data period for evaluation usage resets. An ineffective teacher will not reset on transfer.

Retention, Removal and Promotion of Poorly Performing Teachers

- A. It is the purpose of this policy to improve the quality of instruction, enhance student learning and be a model of professional growth intended to be used continually to assist educators in improving teacher performance. The process is to be collaborative and in support of the teacher. Through this process, the Board will use this data to assist in employment decisions, including retention, promotion of teachers, renewal of teaching contracts, and, where necessary and with reliable data, removal/nonrenewal of poorly performing teachers.
- B. The removal of poorly performing teachers shall be in accordance with the ORC and any applicable provisions of the Collective Bargaining Agreement.
- C. Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement between it and the River Valley Teacher Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers that are evaluated under this policy in accordance with ORC 3319.11 notwithstanding the teacher's summative rating.

Finalization of Evaluation

- A. Written Report
 - 1. The summative evaluation of a teacher shall be based upon student growth measures and teacher performance. The evaluation report shall be completed by May 10 a copy of the formal written evaluation report shall be given to the teacher and a conference may be held between the teacher and the evaluator.
 - 2. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file within 10 days.

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.

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 \$20,000 will be made available by the Board each year. Payment will be made on the basis of two hundred fifty-dollars (\$250.00) 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 \$1,000.
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.
7. 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.
8. 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 E. 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 for any policy with a total premium of \$1,876.92 and the employee shall pay fifteen percent (15%) of the premium. Effective July 1, 2015, the Board shall pay eighty five percent (85%) of the premium for any policy with a total premium of \$2,008.30 (which includes a 7% cap) and the employee shall pay fifteen percent (15%) plus any amount above the stated maximum. Effective July 1, 2016, the Board shall pay eighty five percent (85%) of the premium for any policy with a total premium of \$2,148.88 (which includes a 7% cap) and the employee shall pay fifteen percent (15%) of plus any amount above the stated maximum. (See chart for examples)

Effective July 1, 2014 to June 30, 2015			
Policy	Total Premium Monthly	Maximum Board Contribution Per Employee	Employee Contribution*
Single	\$764.92	\$650.18	\$114.74
Employee + 1	\$1,113.92	\$946.83	\$167.09
Family	\$1,876.92	\$1,595.38	\$281.54

Effective July 1, 2015 to June 30, 2016			
Policy	Total Premium Monthly	Maximum Board Contribution Per Employee	Employee Contribution*
Single	\$818.46	\$695.69	\$122.77
Employee + 1	\$1,191.89	\$1,031.11	\$178.78
Family	\$2,008.30	\$1,707.06	\$301.24

Effective July 1, 2016 to June 30, 2017			
Policy	Total Premium Monthly	Maximum Board Contribution Per Employee	Employee Contribution*
Single	\$875.75	\$744.39	\$131.36
Employee + 1	\$1,275.32	\$1,084.02	\$191.30
Family	\$2,148.88	\$1,826.55	\$323.33

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

Appendix E Is the 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 G 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 1st 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	1.8970	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	2.0060	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, 2014 will be \$33,573. The salary schedule is found in Appendix E of this Agreement.

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

Wages will be paid on the basis of twenty-four (24) equal installments paid on the 10th and the 25th of each month. This will be effective for school year 2015-2016 and thereafter.

If a payday falls on a day schools are scheduled to be closed (i.e. holiday or weekend) checks will be electronically deposited the prior business day.

Hourly earnings submitted to the Treasurer's office during the current pay period will be included in the following pay period.

Mandatory direct deposit of employee paychecks to the financial institution of the employee's choice shall be administered. In the event that the pay date falls on a holiday, the electronic transfer shall take place the workday prior to the holiday.

Any time during the terms of this Agreement, the Board may implement an electronic time keeping system. The Superintendent will confer with the Union prior to such implementation.

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, 2014, and shall continue in and remain in force and effect as binding on the parties until June 30, 2017. 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 predisciplinary 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

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

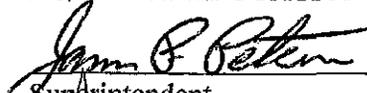
PROFESSIONAL DEVELOPMENT PROGRAM

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.

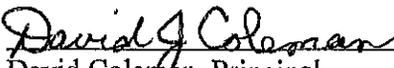
This Agreement shall continue in full force and effect July 1, 2014 until June 30, 2017.

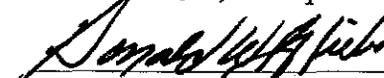
IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year disclosed below.

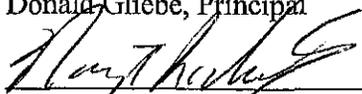
RIVER VALLEY LOCAL
BOARD OF EDUCATION


Superintendent


Sharon D. Malcom, Treasurer


David Coleman, Principal


Donald Gliebe, Principal

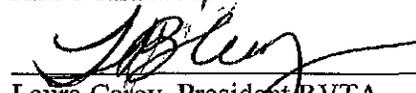

Nancy Richards, RV BOE

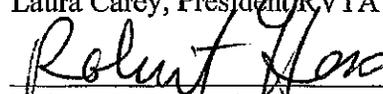
Approved as to Form:

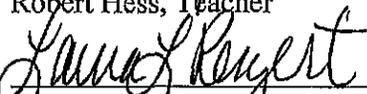

Stady V. Pollock
Labor Counsel

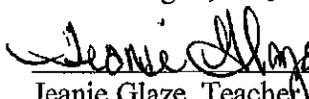
10-6-14
DATE

RIVER VALLEY EMPLOYEES
ASSOCIATION


Laura Carey, President RVTA


Robert Hess, Teacher


Laura Rengert, Teacher


Jeanie Glaze, Teacher

Sara Baker
OEA Labor Relations Consultant

DATE

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 B

SCHEDULE OF MEDICAL BENEFITS



River Valley Local School District
Summary of Medical Benefits
Benefit Plan 001

	PPO	Non-PPO
DEDUCTIBLE		
Individual	\$250	\$300
Family	\$500	\$600
OUT OF POCKET MAXIMUM		
Individual	\$1,000	\$2,000
Family	\$2,000	\$4,000
SERVICE		
Most Inpatient & Outpatient Services	80% Subject to Deductible	50% Subject to Deductible
Outpatient Surgical Procedures	80% Subject to Deductible	50% Subject to Deductible
Emergency Room Services	\$100 copay 80% Subject to Deductible	\$100 copay 80% Subject to Deductible
Non-Emergent Use of Emergency Room	Not Covered	Not Covered
Urgent Care	\$25 Copay	50% Not Subject to Deductible
Physician Office Visit	\$20 copay	50% Subject to Deductible
Chiropractic Care Office Visit and X-Rays \$250 annual maximum	80% Not Subject to Deductible	50% Subject to Deductible
Home Health Services Calendar Year Maximums apply toward each other	80% Subject to Deductible 100 Visits	50% Subject to Deductible 60 Visits
Routine Exam,	\$20 Copay	50% Subject to Deductible Only ages 0-9
Immunizations (only one copay applies if billed with Routine Exam)	\$20 copay 100% Not Subject to Deductible	50% Subject to Deductible Only ages 0-9
Mammogram	\$20 copay 100% Not Subject to Deductible	50% Subject to Deductible
Prostate Exam Age 40 and over	\$20 Copay	Not Covered
Preventative Pap Test and Pathology	\$20 copay 100% Not Subject to Deductible	50% Subject to Deductible
Preventive PSA Lab and Pathology (only one copay applies if billed with Routine Exam)	\$20 copay 100% Not Subject to Deductible	Not Covered
Preventive Lab; Lipid Profile; Hemocult Test; Lab; Testing; X-Ray; Hearing Test (only one copay applies if billed with Routine Exam)	\$20 copay 100% Not Subject to Deductible	Not Covered
Diagnostic Lab, X-Ray, Testing, PET, CAT, MRI	80% Subject to Deductible	50% Subject to Deductible
PET Scan, CAT Scan, MRI	80% Subject to Deductible	50% Subject to Deductible
Mental Health Care – Inpatient and Outpatient Day Treatment; Physician Visits	80% Subject to Deductible	50% Subject to Deductible
Substance Abuse Care – Inpatient and Outpatient Day Treatment; Physician Visit	80% Subject to Deductible	50% Subject to Deductible
Occupational Therapy 20 annual visits, Physical Therapy 20 annual visits, Speech Therapy 20 annual visits	\$20 Copay	50% Subject to Deductible

Your VSP Vision Benefits Summary

RIVER VALLEY LOCAL SCHOOL DISTRICT and VSP provide you with an affordable eyecare plan.

Visit vsp.com for more details on your vision benefit and for exclusive savings and promotions for VSP members.

VSP Doctor Network: VSP Choice

Benefit	Description	Copay	Frequency
Your Coverage with a VSP Doctor			
WellVision Exam	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness 	\$10	Every 12 months
Prescription Glasses		\$25	See frame and lenses
Frame	<ul style="list-style-type: none"> \$130 allowance for a wide selection of frames 20% off amount over your allowance 	Included in Prescription Glasses	Every 24 months
Lenses	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children 	Included in Prescription Glasses	Every 12 months
Lens Options	<ul style="list-style-type: none"> Standard progressive lenses Premium progressive lenses Custom progressive lenses Average 20-25% off other lens options 	\$55 \$95 - \$105 \$150 - \$175	Every 12 months
Contacts (Instead of glasses)	<ul style="list-style-type: none"> \$130 allowance for contacts; copay does not apply Contact lens exam (fitting and evaluation) 	Up to \$60	Every 12 months
Extra Savings and Discounts	<p>Glasses and Sunglasses</p> <ul style="list-style-type: none"> 20% off additional glasses and sunglasses, including lens options, from any VSP doctor within 12 months of your last WellVision Exam. <p>Laser Vision Correction</p> <ul style="list-style-type: none"> 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 for details, if you plan to see a provider other than a VSP doctor.			
Exam.....	up to \$45	Lined Trifocal Lenses.....	up to \$65
Single Vision Lenses.....	up to \$30	Contacts.....	up to \$105
		Frame.....	up to \$70
		Lined Bifocal Lenses.....	up to \$50
		Progressive Lenses.....	up to \$50
VSP guarantees coverage from VSP doctors only.			

Enroll in VSP today.
You'll be glad you did.
Contact us. vsp.com
800.877.7195

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Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 7190-0001
River Valley Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	PPO Dentist	Premier Dentist	Non-participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – 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%
Periodontal Maintenance – cleanings following periodontal therapy	100%	100%	100%
Basic Services			
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Relines and Repairs – to bridges, dentures, and implants	80%	80%	80%
Major Services			
Major Restorative Services – crowns	50%	50%	50%
Prosthetic Services – bridges, implants, and dentures	50%	50%	50%
Orthodontic Services			
Orthodontic Services – braces	50%	50%	50%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

**RIVER VALLEY LOCAL SCHOOLS
Certified Salary Schedule**

Prior Yr Base Sal \$ 32,915
 RAISE %: 2.00%
 FY15 BASE SAL \$ 33,573

FISCAL YEAR 2015

SERVICE YEARS	INDEX	1	INDEX	2	INDEX	3	INDEX	4	INDEX	5
		BA AMOUNT		BA+150 AMOUNT		MA AMOUNT		MA+15 AMOUNT		MA+30 AMOUNT
0	1.00000	33,573	1.04000	34,916	1.09500	36,762	1.14500	38,441	1.19750	40,204
1	1.04500	35,084	1.08970	36,584	1.14970	38,599	1.20060	40,308	1.25560	42,154
2	1.08440	36,407	1.13380	38,065	1.19870	40,244	1.25060	41,986	1.30810	43,917
3	1.12380	37,729	1.17790	39,546	1.24790	41,896	1.30060	43,665	1.36060	45,679
4	1.16320	39,052	1.22200	41,026	1.29700	43,544	1.35060	45,344	1.41310	47,442
5	1.20260	40,375	1.26610	42,507	1.34610	45,193	1.40060	47,022	1.46560	49,205
6	1.24200	41,698	1.31020	43,987	1.39520	46,841	1.45060	48,701	1.51810	50,967
7	1.28140	43,020	1.35430	45,468	1.44430	48,489	1.50060	50,380	1.57060	52,730
8	1.32080	44,343	1.39840	46,948	1.49340	50,138	1.55060	52,058	1.62310	54,492
9	1.36020	45,666	1.44250	48,429	1.54250	51,786	1.60060	53,737	1.67560	56,255
10	1.39960	46,989	1.48660	49,910	1.59160	53,435	1.65160	55,449	1.72810	58,018
11	1.43900	48,312	1.53070	51,390	1.64070	55,083	1.70060	57,094	1.78060	59,780
12	1.47840	49,634	1.57480	52,871	1.68980	56,732	1.75060	58,773	1.83310	61,543
13	1.51780	50,957	1.61890	54,351	1.73890	58,380	1.80060	60,452	1.88560	63,305
14	1.55720	52,280	1.66300	55,832	1.78800	60,029	1.85060	62,130	1.93810	65,068
15	1.59680	53,609	1.70710	57,312	1.83710	61,677	1.90060	63,809	1.99080	66,837
16	1.63800	54,993	1.75120	58,793	1.88620	63,325	1.95060	65,487	2.04310	68,593
17	1.67540	56,248	1.79530	60,274	1.93530	64,974	2.00060	67,166	2.09560	70,356

**RIVER VALLEY LOCAL SCHOOLS
Certified Salary Schedule**

Prior Yr Base Sal \$ 33,573
 RAISE %: 2.00%
 FY16 BASE SAL \$ 34,244

FISCAL YEAR 2016

SERVICE YEARS	INDEX	1		2		3		4		5	
		BA	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT
0	1.00000	34,244	1.04000	35,614	1.09500	37,497	1.14500	39,209	1.19750	41,007	
1	1.04500	35,785	1.08970	37,316	1.14970	39,370	1.20060	41,113	1.25560	42,997	
2	1.08440	37,134	1.13380	38,826	1.19870	41,048	1.25060	42,826	1.30810	44,795	
3	1.12380	38,483	1.17790	40,336	1.24790	42,733	1.30060	44,538	1.36060	46,592	
4	1.16320	39,833	1.22200	41,846	1.29700	44,414	1.35060	46,250	1.41310	48,390	
5	1.20260	41,182	1.26610	43,356	1.34610	46,096	1.40060	47,962	1.46560	50,188	
6	1.24200	42,531	1.31020	44,866	1.39520	47,777	1.45060	49,674	1.51810	51,986	
7	1.28140	43,880	1.35430	46,377	1.44430	49,459	1.50060	51,387	1.57060	53,784	
8	1.32080	45,229	1.39840	47,887	1.49340	51,140	1.55060	53,099	1.62310	55,581	
9	1.36020	46,579	1.44250	49,397	1.54250	52,821	1.60060	54,811	1.67560	57,379	
10	1.39960	47,928	1.48660	50,907	1.59160	54,503	1.65160	56,557	1.72810	59,177	
11	1.43900	49,277	1.53070	52,417	1.64070	56,184	1.70060	58,235	1.78060	60,975	
12	1.47840	50,626	1.57480	53,927	1.68980	57,866	1.75060	59,948	1.83310	62,773	
13	1.51780	51,976	1.61890	55,438	1.73890	59,547	1.80060	61,660	1.88560	64,570	
14	1.55720	53,325	1.66300	56,948	1.78800	61,228	1.85060	63,372	1.93810	66,368	
15	1.59680	54,681	1.70710	58,458	1.83710	62,910	1.90060	65,084	1.99080	68,173	
16	1.63800	56,092	1.75120	59,968	1.88620	64,591	1.95060	66,796	2.04310	69,964	
17	1.67540	57,372	1.79530	61,478	1.93530	66,272	2.00060	68,509	2.09560	71,762	

**RIVER VALLEY LOCAL SCHOOLS
Certified Salary Schedule**

Prior Yr Base Sal \$ 34,244
 RAISE %: 2.00%
 FY17 BASE SAL \$ 34,929

FISCAL YEAR 2017

SERVICE YEARS	INDEX	1		2		3		4		5	
		BA	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT
0	1.00000	34,929	1.04000	36,326	1.09500	38,247	1.14500	39,994	1.19750	41,827	
1	1.04500	36,501	1.08970	38,062	1.14970	40,158	1.20060	41,936	1.25560	43,857	
2	1.08440	37,877	1.13380	39,603	1.19870	41,869	1.25060	43,682	1.30810	45,691	
3	1.12380	39,253	1.17790	41,143	1.24790	43,588	1.30060	45,429	1.36060	47,524	
4	1.16320	40,629	1.22200	42,683	1.29700	45,303	1.35060	47,175	1.41310	49,358	
5	1.20260	42,006	1.26610	44,224	1.34610	47,018	1.40060	48,922	1.46560	51,192	
6	1.24200	43,382	1.31020	45,764	1.39520	48,733	1.45060	50,668	1.51810	53,026	
7	1.28140	44,758	1.35430	47,304	1.44430	50,448	1.50060	52,414	1.57060	54,859	
8	1.32080	46,134	1.39840	48,845	1.49340	52,163	1.55060	54,161	1.62310	56,693	
9	1.36020	47,510	1.44250	50,385	1.54250	53,878	1.60060	55,907	1.67560	58,527	
10	1.39960	48,887	1.48660	51,925	1.59160	55,593	1.65160	57,689	1.72810	60,361	
11	1.43900	50,263	1.53070	53,466	1.64070	57,308	1.70060	59,400	1.78060	62,195	
12	1.47840	51,639	1.57480	55,006	1.68980	59,023	1.75060	61,147	1.83310	64,028	
13	1.51780	53,015	1.61890	56,547	1.73890	60,738	1.80060	62,893	1.88560	65,862	
14	1.55720	54,391	1.66300	58,087	1.78800	62,453	1.85060	64,640	1.93810	67,696	
15	1.59680	55,775	1.70710	59,627	1.83710	64,168	1.90060	66,386	1.99080	69,537	
16	1.63800	57,214	1.75120	61,168	1.88620	65,883	1.95060	68,133	2.04310	71,363	
17	1.67540	58,520	1.79530	62,708	1.93530	67,598	2.00060	69,879	2.09560	73,197	

2014-2017 Supplemental Contracts

Athletic	Name	Position	Contract	% of base
Faculty Mngr		Mgr	\$2,962.35	
Football		V Head	\$5,371.68	0.16
		V Asst.	\$2,853.71	0.085
		V Asst.	\$2,853.71	0.085
		V Asst.	\$2,853.71	0.085
		Freshman	\$2,517.98	0.075
		MS Head	\$2,014.38	0.06
		MS Asst.	\$1,678.65	0.05
		MS Asst.	\$1,678.65	0.05
Cross Country		V Head	\$3,860.90	0.115
		V Asst.	\$2,517.98	0.075
		MS Head	\$2,014.38	0.06
Golf		V Head	\$3,357.30	0.1
Boys' Soccer		V Head	\$3,860.90	0.115
Girls' Soccer		V Head	\$3,785.23	0.115
Wrestling		V Head	\$4,196.63	0.125
		JV Coach	\$2,853.71	0.085
		MS Head	\$2,014.38	0.06
Tennis		Boys Head	\$3,357.30	0.1
		Girls' Head	\$3,357.30	0.1
Volleyball		V Head	\$4,196.63	0.125
		JV	\$2,853.71	0.085
		Freshman	\$2,517.98	0.075
		8th Grade	\$2,014.38	0.06
		7th Grade	\$2,014.38	0.06
Boys' Bsktbl		V Head	\$5,371.68	0.16
		JV	\$2,853.71	0.085
		Freshman	\$2,517.98	0.075
		8th Grade	\$2,014.38	0.06
		7th Grade	\$2,014.38	0.06
Girls' Bsktbl		V Head	\$5,371.68	0.16
		Freshman	\$2,468.63	0.16
		JV	\$2,853.71	0.085
		8th Grade	\$2,014.38	0.06
		7th Grade	\$2,014.38	0.06
Baseball		V Head	\$4,196.63	0.125
		JV	\$2,853.71	0.085
Softball		V Head	\$4,196.63	0.125
		JV Coach	\$2,853.71	0.085

Athletic	Name	Position	Contract	% of base
Cheerleading		V Head	\$2,182.25	0.065
		MS Advisor	\$1,175.06	0.035
		MS Asst.	\$839.33	0.025
Swimming		Head	\$3,357.30	0.1
Boys' Track		V Head	\$4,196.63	0.125
		V Asst.	\$2,517.98	0.075
		MS Head	\$2,014.38	0.06
		MS Asst.	\$1,678.65	0.05
		MS Asst.	\$1,678.65	0.05
Girls' Track		V Head	\$4,196.63	0.125
		V Asst.	\$2,517.98	0.075

Academic	Name	Position	Contract	% of base
HS Class Adv.		Senior	\$1,175.06	0.035
		Junior	\$1,175.06	0.035
		Sophomore	\$839.33	0.025
		Freshman	\$839.33	0.025
Music Company			\$1,510.79	0.045
New Addition			\$1,510.79	0.045
New Rhythm Boys			\$839.33	0.025
Musical*			\$6,378.87	0.19
Flag Corp Adv.			\$1,175.06	0.035
Asst. Band Dir.			\$1,175.06	0.035
Jazz Band			\$1,175.06	0.035
Ind. Tech Club		HS	\$839.33	0.025
		MS	\$839.33	0.025
NHS Advisor		HS	\$839.33	0.025
Yearbook Adv.		HS	\$4,868.09	0.145
Quiz Bowl		HS	\$839.33	0.025
Newspaper & Yearbook Adv.		MS	\$839.33	0.025
		MS		
Student Cncil		HS	\$1,175.06	0.035
MS Team Ldrs		6th	\$1,152.03	0.035
		7th	\$1,175.06	0.035
		8th	\$1,175.06	0.035
		Disc. Leader	\$335.73	0.01
HS Dept. Heads		Social Studies	\$1,175.06	0.035
		Life Skills Dep	\$1,175.06	0.035
		English	\$1,175.06	0.035
		Science	\$1,175.06	0.035
		Math	\$1,175.06	0.035
		Special Ed	\$1,152.03	0.035
		Reltd Studies	\$1,175.06	0.035

base \$33,573.00