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Newark Valley Central School District
And Newark Valley United Teachers

AGREEMENT

between the

CHIEF ADMINISTRATIVE OFFICER

NEWARK VALLEY CENTRAL SCHOOL DISTRICT

and the

NEWARK VALLEY UNITED TEACHERS

NYSUT/AFT/AFL - CIO, LOCAL 2866

CONTRACT DURATION

July 1, 2003 through June 30, 2006

RECEIVED

DEC 10 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

139 employees

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ARTICLE 1

Recognition

- 1.01 The Newark Valley Central School District Board of Education having recognized the Newark Valley United Teachers as the exclusive negotiating agent for all professionally certified employees, including teacher assistants and long term substitutes, excluding the Superintendent of Schools, Assistant Superintendents of Schools, Building Principals, Assistant Building Principals, School Psychologists, and all other members of the administrative staff, extends to such unit unchallenged representation until seven (7) months prior to the expiration of this agreement as provided under Section 208, subdivision 2, of the Public Employees Fair Employment Act.
- 1.02 The parties agree to the following stipulations regarding the employment of long-term substitute teachers:
- 1.02.01 Stipulation One: Long-term substitute teachers shall be defined as those individuals who are employed in place of a regularly appointed teacher who has been granted a leave-of-absence by the Board of Education for a finite period of a school year equal to a semester or more.
- 1.02.02 Stipulation Two: Long-term substitute teachers shall perform all the duties normally required of the regular teaching staff.
- 1.02.03 Stipulation Three: Long-term substitute teachers shall, during their period of employment, be provided with only the following benefits listed below:
- | | |
|------------|--|
| Article 4 | Teacher Responsibility |
| Article 5 | Teacher Evaluation |
| Article 7 | Leave Policy (See stipulation four) |
| Article 10 | Salary Information |
| Article 11 | Extra Duty Pay |
| Article 12 | Extra Employment Opportunities |
| Article 13 | Mileage |
| Article 14 | Insurance (Provided long-term substitute teacher fills an encumbered position for a full year and the incumbent teacher is on <u>unpaid</u> leave only.) |
| Article 16 | Grievance Procedure |
| Article 17 | Personal Freedom |
| Article 21 | Continuation Clause |
| Article 22 | Miscellaneous Provisions |
| Article 24 | Savings Clause (Section 24.02 only) |
- 1.02.04 Stipulation Four: Salary, personal sick leave, death in the immediate family leave, serious illness in the family leave and personal days shall be pro rated if incumbent teacher is on unpaid leave only.
- 1.02.05 Stipulation Five: Initial salary placement shall be at the discretion of the Newark Valley Central School District, but may not be less than the appropriate teacher starting salary by existing contract understanding. In no instance will experience be recognized beyond ten (10) years.

ARTICLE 2
Vacancies and Assignment

- 2.01 Notification of all administrative and instructional vacancies in the school district shall be given to the Union President as soon as the decision is made to seek applicants in order to fill the vacancy.
- 2.02 Unit members who desire to apply for an administrative or instructional vacancy shall submit their applications in writing to the Superintendent.
- 2.03 Qualified unit members applying to fill a vacant administrative position will be interviewed by the Superintendent if requested in writing by the applicant.
- 2.04 Each interviewed candidate for an administrative vacancy will be notified in writing of the Superintendent's final decision in a timely fashion.
- 2.05 Assignment of certificated instructional personnel at time of entry into the Newark Valley Central School District is made under the direction of the Building Principal with the approval of the Superintendent.
- 2.06 Any transfer of a unit member must be approved by both the Building Principal and a team of teachers. If no agreement is reached regarding the transfer, the Building Principal will make the assignment.
- 2.07 Change of assignment (Transfer) as used in 2.06 above is defined and limited to the following situations:
 - 2.07.01 A change in grade level. (Example - Grade 3 to Grade 4)
 - 2.07.02 A subject not previously taught. (Example - American History to World History)
 - 2.07.03 A subject grade level not previously taught. (Example: English 10 to English 12).

ARTICLE 3
Personnel Files

- 3.01 Before any material is placed in a teacher's file that reflects on the job performance or personal reputation of the individual, the teacher will be given the opportunity to review, sign, and, if desired, respond in writing within ten (10) working days. It is understood that materials will be placed in the file only by the Superintendent of Schools or his/her designee.
- 3.02 Unsolicited complimentary letters and materials sent to a teacher or the school district pertaining to professional performance may be placed in the file by mutual agreement of the teacher and the Superintendent of Schools.

- 3.03 Teachers may have copies of all but confidential materials in their file reproduced upon payment of a reasonable cost.
- 3.04 Teachers will have the right, upon reasonable request, to review the contents of their official files, with the proper administrator or his designee. The teacher is entitled to have a representative of the Union present during this review and to respond to materials contained in the file. This right of review does not apply to confidential materials.

ARTICLE 4
Teacher Responsibility

- 4.01 Teachers are required to be on duty ten minutes before the students arrive and ten minutes after student dismissal.
- 4.02 Teachers shall perform their professional obligations. These obligations include, but are not limited to, faculty meetings, conferences (student and parent), assigned rotational duties, chaperone activities, clubs and activities, and being on duty during the prescribed hours.
- 4.03 Teachers shall not be absent from any teachers' meetings called by the Superintendent of Schools or his/her designee, unless such absence from said meeting is mutually agreed upon.
- 4.04 Except in emergency situations, teachers will be provided with an agenda at least one day in advance of the faculty meeting.
- 4.05 Teachers are expected to remain at school during the lunch period. If it is necessary to leave, they are to notify the main office in the building to which they are assigned.

Each teacher shall have a daily unassigned preparation time of at least thirty minutes in addition to a duty-free lunch period. Except in cases of emergency, no teacher will be required to assume the duties of another teacher. Exceptions to this policy will include situations where a teacher has been relieved of his teaching responsibility for such reasons as a testing program, a student teacher, or where the period of time is too short to warrant a substitute teacher being called.

- 4.07 A program on the elementary level, in which teachers are not required to be with their children during the lunch period, must provide for the following:
 - 4.07.01 Classroom teachers shall at the start of each year educate and train their students in the necessary lunchroom procedure and conduct.
 - 4.07.02 Classroom teachers shall make periodic checks throughout the year to ascertain how their students are functioning during the lunch period.
- 4.08 Except as required by emergencies, the school year shall be from September 1st to June 30th.
- 4.09 Returning teachers shall not be required to report to school more than two (2) working days prior to the arrival of students at the beginning of the school year.

ARTICLE 5
Teacher Evaluation

5.01 The chief purpose of the evaluation of the teaching staff and Annual Performance Review shall be to maintain a highly qualified competent staff, and to promote its continuing development.

To further these purposes, the supervisory personnel responsible for the evaluation of teachers acknowledge the right of the teacher to:

5.01.01 Know how well he/she is performing the duties and responsibilities of his/her position.

5.01.02 Know the areas in which improvement is needed.

5.01.03 Have candid appraisal of his/her work.

5.01.04 Discuss his/her evaluation reports with his/her supervisor.

5.01.05 Seek and receive supervisory assistance when needed.

5.01.06 Know and receive substantive documentation of his/her performance as it relates to the status of his/her employment.

5.02 The observation and evaluation procedures and instruments are contained in the ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN (see Appendix C).

5.03 It is agreed that evaluation of teachers by the Superintendent, a building principal, or any other person designated by them is a part of the professional growth of this school system, and that observations and evaluations cannot be grieved.

ARTICLE 6
Resignation and Retirement

6.01 **Resignation and Retirement**

A teacher intending to resign or retire should notify the Superintendent, in writing, at least 60 calendar days before such resignation or retirement is to take effect. This requirement may be waived at the discretion of the Superintendent. Whenever possible, an earlier notice should be given.

6.02 **Early Retirement Notice Incentive**

6.02.01 **Eligibility requirements:** In order to be eligible for this benefit, a teacher must:

- Have worked in the district for at least ten (10) years, and
- Retire and be eligible to collect non-diminished retirement monies from the New York State Teachers Retirement System, and

- If retiring at the end of the school year, notify the District, in writing, by February 1 preceding the intended retirement date.
 - If retiring at the end of the first semester during the school year, notify the District in writing by September 1 preceding the intended retirement date.
- 6.02.02 A lump sum payment will be made as a non-elective employer contribution to a mutually agreed to 403(b) account within thirty (30) days following the effective date of the teacher's retirement.
- 6.02.03 The amount of payment shall be \$17.50 per unused paid leave day at the date of retirement.

ARTICLE 7

Leave Policy

7.01 Leave Without Pay

7.01.01 The Board may grant a leave of absence for an extended period of time to any employee who is unable to perform his/her regular duties because of personal illness or disability upon recommendation of the Superintendent of Schools, provided a written request for such leave of absence is submitted by the employee and provided written certification of such illness or disability is received from the employee's physician or a school physician. Such leave of absence will be without pay except as the provisions of the Leave Policy shall provide to the contrary. Such leave of absence shall not be for more than one year's duration, but may be extended by the Board upon recommendation of the Superintendent of Schools.

7.01.02 Unpaid leave will be granted for the following purposes:

- 7.01.02.01 That the teacher may join VISTA, Peace Corps, National Teacher Corps. or Exchange Program. Such leave must be for one or more years.
- 7.01.02.02 Military Leave (up to four years)
- 7.01.02.03 Elected position in state or national union.

7.02 Leave With Pay

- 7.02.01 Paid Leave The number of days of paid leave granted to members of the teaching staff of the Newark Valley C.S.D. is to be determined at the rate of 1.5 days time (x) the months of service per year. (10 months = 15 days, 11 months = 16.5 days, 12 months = 18 days).
- 7.02.02 Unused paid leave under this section will accumulate without limit for each year of service in the Newark Valley C.S.D.
- 7.02.03 Paid leave under this Article may be taken for the following reasons and will be deducted from the employee's leave accumulation.

- 7.02.03.01 Personal Sickness or Disability
A doctor's certificate may be requested by the Superintendent of Schools for prolonged or frequent absences.
- 7.02.03.02 Death in the Family
Up to 5 days of paid leave may be used for each death in the family. Family includes all relatives of the employee and his/her spouse and members of the household.
- 7.02.03.03 Death Non-Family
In the instance of a non-family death leave will be determined at the discretion of the Superintendent of Schools on a case by case basis.
- 7.02.03.04 Serious Illness in the Family
Up to 5 days of paid leave may be used for each occurrence of serious illness in the family. Family includes all relatives of the employee and his/her spouse and members of the household.
- 7.02.03.05 Personal Business Leave (Paid/Unpaid)
- 7.02.03.05.01 An employee may take up to three (3) days of paid personal business leave per year. Such leave is to cover situations which cannot be transacted outside of regular working hours.
- 7.02.03.05.02 Personal business leave cannot be used for recreation or to extend a holiday or vacation, or for personal financial gain.
- 7.02.03.05.03 An employee may take up to two (2) unpaid personal business days per year. This personal business leave cannot be used for recreation, or to extend a holiday or vacation.
- 7.02.03.05.04 It is understood that when personal business must be transacted on a day immediately before or after a vacation such request will be honored. However, if there is any question concerning the use of a personal business day on a day immediately before or after a holiday or vacation, no payment for such leave will be made until the use of same has been substantiated by the employee or his/her designee.

7.02.03.05.05 A personal leave request must have prior written application through the building principal to the Superintendent. In case of emergency, notification will be given to the building principal by telephone or in person, and a written application completed upon returning to work. Except in cases of emergency, application should be filed at least five (5) days prior to the date of request.

7.02.03.05.06 The employee will certify that the leave request meets the above criteria. Efforts to determine the validity of the leave are not precluded by this clause, although it is not intended that these efforts will be regularly invoked.

7.02.03.05.07 Not more than 10% of any building's complement of faculty members will be granted such leave on the same day.

7.02.03.05.08 A unit member who uses up his/her personal business leave for religious holidays, and then is confronted with personal business that cannot be transacted outside of his/her regular working hours may make application for Additional Leave at section 7.05.01.

7.03 New York State Teachers' Retirement System Leave

7.03.01 Delegates to the New York State Teachers Retirement System shall be granted up to three days leave without loss of pay in order to fulfill their responsibilities as representatives of the faculty and the school district.

7.03.02 Any costs for substitute teachers for alternate or non-voting delegates will be reimbursed to the school by the faculty organization.

7.04 N.V.U.T. Leave

7.04.01 Up to four (4) days paid leave shall be granted to NVUT at the discretion of its president for the purpose of conducting its business. Such days may be taken in half days or whole day(s) blocks.

7.05 Additional Leave

7.05.01 Additional paid and unpaid leave time may be granted by the Board of Education upon recommendation of the Superintendent of Schools.

7.06 Jury Duty

In order that unit members may be eligible to fulfill the civic obligations without loss of pay or deduction from accruals, the following procedure will exist; any unit member who is called for jury duty or serves on a jury will continue to receive regular compensation. The unit member will turn over to the District all compensation paid by the courts except the allowance for mileage. It is understood that if the court is dismissed early, the unit member will return to work.

ARTICLE 8
Parental Leave

- 8.01 A leave of absence without pay shall be granted upon request for the purpose of child rearing. The duration of such leave must be predetermined by the individual at the time of application and will be granted for a period not to exceed one (1) year. An extension, not to exceed a total leave of two (2) years, may be approved. by the Board provided the employee requests such extension.
- 8.02 If possible, upon return from such leave, the teacher will be placed in the same or similar position held at the commencement of the leave.
- 8.03 Upon return from such leave the teacher will receive a salary pro rata on the basis of the time spent in the teaching year immediately prior to such leave.
- 8.04 During the period of leave the employee will not accrue any additional benefits under the contract.

ARTICLE 9
Sabbatical Leave

- 9.01 Sabbatical leaves are available to members of the instructional staff for the purpose of providing them with the opportunity to further broaden their education through advanced study. Sabbatical leaves are available according to the following policy:
- 9.01.01 That sabbatical leave be considered to be a full-time educational program with a minimum of 12 graduate hours per semester (9 hours per semester for doctoral studies), and applies only to permanently certified teachers.
- 9.01.02 Unit members with at least seven years of service in the District will receive one half of their salary for each sabbatical leave.
- 9.01.03 Such leave will be granted, upon the recommendation of the Superintendent and the approval of the Board, to two qualified members of the instructional staff per year.

- 9.02 Consideration for such leave will be based on the following:
- 9.02.01 School need
 - 9.02.02 Full year applicants
 - 9.02.03 Availability of a replacement for the candidate
 - 9.02.04 Relationship to the candidate's field
 - 9.02.05 First applicant
 - 9.02.06 May not be within three years of planned retirement subject to the provisions of section 12.06.
 - 9.02.07 Past effort and achievement in graduate study
- 9.03 Notice of intent to request a sabbatical leave must be submitted to the Superintendent by February 1st preceding the school year in which the sabbatical is desired. Formal application must be made by May 1st of the same year.
- 9.04 Employee granted a sabbatical leave may not obtain full-time work during the period of the sabbatical leave.
- 9.05 Candidates must agree to return to service for at least two years in the district upon completion of the sabbatical leave. The employee who fails to return to the district shall refund all salaries and benefits which accrued to the individual. This will be mutually agreed upon in writing prior to the granting of the leave.
- 9.06 Candidates who accept sabbatical leave will be ineligible for further consideration for sabbatical leave for a period of at least seven years.

ARTICLE 10
Salary Information

- 10.01 For the 2003-04 school year each returning unit member will receive a salary increase of 3.5% of his/her base salary for the 2002-03 school year.
- For purposes of further distribution of salary increases during the 2003-04 school year Teaching Assistants shall receive an additional \$11.25 for every year of district teaching assistant service (partial years will round up.) All other bargaining unit members shall receive \$22.50 for every year of district teaching service (partial years will round up). These monies shall be incorporated into the members' base salary.
- 10.02 For the 2004-05 school year each returning unit member will receive a salary increase of 3.5% of his/her base salary for the 2003-04 school year.

For purposes of further distribution of salary increases during the 2004-05 school year Teaching Assistants shall receive an additional \$11.25 for every year of district teaching assistant service (partial years will round up.) All other bargaining unit members shall receive \$22.50 for every year of district teaching service (partial years will round up). These monies shall be incorporated into the members' base salary.

- 10.03 For the 2005-06 school year each returning unit member will receive a salary increase of 3.5% of his/her base salary for the 2004-2005 school year.

For purposes of further distribution of salary increases during the 2004-05 school year Teaching Assistants shall receive an additional \$11.25 for every year of district teaching assistant service (partial years will round up.) All other bargaining unit members shall receive \$22.50 for every year of district teaching service (partial years will round up). These monies shall be incorporated into the members' base salary.

- 10.04 Each bargaining unit member will receive a salary worksheet with his/her first paycheck that explains how their salary was determined.

- 10.05 Example: Assume a teacher with 15 years of Newark Valley service earns a base salary of \$41,000 in 2002-2003.

Effective July 1, 2003	\$41,000 x 3.5%	= \$42,435.00
	15 x \$22.50	= 337.50
		= \$42,772.50

Effective July 1, 2004	\$42,772.50 x 3.5%	= \$44,269.54
	16 x \$22.50	= 360.00
		= \$44,629.54

Effective July 1, 2005	\$44,629.54 x 3.5%	= \$46,191.57
	17 x \$22.50	= 382.50
		= \$46,574.07

- 10.06 The specific wage distribution for each unit member constitutes the salary increases for 2003-04, 2004-05, 2005-06.

- 10.07 The parties understand and agree that the foregoing salary increase distribution is for the 2003-04, 2004-05, 2005-06 school years only. Accordingly, the District is not obligated to carry this distribution forward under section 209-a.1.(e) or any other provision of the Taylor Law after June 30, 2006.

- 10.08 For employees who teach less than a full year, salary will be pro-rated.

- 10.09 For the purposes of calculating salaries of returning teachers who do not complete the preceding school year, base salary shall be defined as follows:

"The salary of the last completed school year plus the negotiated increase of the partial school year prorated in accordance with the formula prescribed by Education Law §3101."

EXAMPLE:

1989/90 - Full year of teaching \$18,000.00
1990/91 - Teacher works 9/ 1 /90 - 1 /31 /91
Salary computed as follows
\$18,000.
+Negotiated Increase
\$2,000.
Full Year Salary \$20,000.
Actual Salary
Received: \$10,000.

1991/92 - Teacher returns for Full Year:
Base Salary \$18,000.
Plus = 1/2 of 90/91
Increase \$ 1,000.
1991/92 Salary:
\$19,000. + Negotiated Increase \$2,000. = \$21,000. (Base Salary)

- 10.10 The Newark Valley Central School District and Newark Valley United Teachers hereby agree that in no year shall the difference between the salary of a teacher holding a Bachelors or Masters degree in the second year of service to the District and a teacher holding a Bachelors or Masters degree in the first year of service to the District be less than \$300.00.
- 10.11 The Newark Valley Central School District and Newark Valley United Teachers hereby agree that in no year shall the difference between the salary of a teacher assistant in the second year of service to the District and a teacher assistant in the first year of service to the District be less than \$100.00.

ARTICLE 11
Extra Duty Pay

- 11.01 For the 2003-04, 2004-05, 2005-06 school years, each coach/ advisor will receive a salary pursuant to the extra duty matrix as agreed upon by the parties.
- 11.02 1 matrix point equals \$101.00 for 2003-04
1 matrix point equals \$105.00 for 2004-05
1 matrix point equals \$109.00 for 2005-06

Each coach/advisor will receive an extra duty matrix pay worksheet upon appointment to the extra duty position that explains how their extra duty matrix pay will be determined.

Matrix Base Points

Position	Base Points	Position	Base Points
Art Club	22	Var. Cross Country	20.5
Drama	24	Mod. Cross Country	12
HS Honor Society	12.5	Fall Cheerleading	13.5
HS Newspaper	14	Winter Cheerleading	17.5
HS Student Council	15	Var. Boys B-Ball	36
Junior Class	10	JV Boys B-Ball	26
Music Director	13	7th Grade Boys B-Ball	17
MS Yearbook Advisor	10	8th Grade Boys B-Ball	17
Senior Class	16.5	Var. Girls B-Ball	34
Yorkers	15	JV Girls B-Ball	26
Varsity F-B/Head	37	7th Grade Girls B-Ball	17
Varsity F-B/Assist.	29	8th Grade Girls B-Ball	17
Mod. F-B/Head	17.5	Var. Wrestling	36
JV F-B/Head	27	JV Wrestling	24
JV F-B/Assist.	24	Mod. Wrestling	18
Mod. F-B	15.5	Var. Baseball	27.5
Varsity Boys Soccer	27.5	JV Baseball	23
Varsity Girls Soccer	24.5	Mod. Baseball	17
JV Boys Soccer	17.5	Var. Softball	27.5
JV Girls Soccer	17.5	JV Softball	23
Mod. Girls Soccer	13.5	Mod. Softball	17
Mod. Boys Soccer	13.5	Var. Boys Track	27
Var. Volleyball	25.5	Var. Girls Track	27
JV Volleyball	16	Mod. Track	14
8th Grade Volleyball	13.5	Tennis	19.5
7th Grade Volleyball	13.5	Golf	18
Varsity Field Hockey	25.5		
JV Field Hockey	18.5		
Mod. Field Hockey	13.5		

- 11.03 One base point will be awarded to an individual for each two seasons he/she has completed service in the sport or activity.
- 11.04 The compensation of the Athletic Director shall be 19% of his or her base teaching salary.
- 11.05 Compensation for post season play shall be at the rate of 1 matrix point for each week of post season play. (Such compensation does not become a permanent part of the coach's base rate of compensation.)
- 11.06 Any unit member who desires to establish a new club or activity for compensation shall submit his/her request on a form provided by the District.
- 11.07 A coach who formerly coached in Newark Valley CSD, another secondary school, or college and is appointed to coach the same sport (regardless of level) in the Newark Valley Central School District shall be given credit for his/her former coaching experience upon initial appointment to his/her coaching position.

11.08 Ticket Manager -The ticket manager is responsible for all personnel, monies, and tickets associated with home athletic contests that require the public to pay admission. Such person will be compensated at the rate of \$25/hour for ticket distribution and management of funds collected.

ARTICLE 12

Extra Employment Opportunities

12.01 Participants in extra employment programs will be remunerated as follows:

12.01.01 Curriculum work and other instruction assignments for teachers in 2003-04: \$26.00 per hour.

Curriculum work and other instruction assignments for teachers in 2004-05: \$27.00 per hour.

Curriculum work and other instruction assignments for teachers in 2005-06: \$28.00 per hour.

12.01.02 The District will compensate teachers \$19.00 per hour in 2003-04 for attendance at approved workshops outside school hours - limited to 8.0 hours per day maximum, unless requesting graduate credit accrual. (See Article 19).

The District will compensate teachers \$20.00 per hour in 2004-05 for attendance at approved workshops outside school hours - limited to 8.0 hours per day maximum, unless requesting graduate credit accrual. (See Article 19).

The District will compensate teachers \$21.00 per hour in 2005-06 for attendance at approved workshops outside school hours - limited to 8.0 hours per day maximum, unless requesting graduate credit accrual. (See Article 19).

12.01.03 The District will compensate teacher assistants \$12.00 per hour 2003-04, \$13.00 per hour in 2004-05; and \$14.00 per hour in 2005-06 for attendance at approved workshops outside school hours - limited to 8.0 hours per day maximum, unless requesting graduate credit accrual. (See Article 19).

12.01.04 Music teachers are occasionally required to carry out various functions at All County , All State and High School graduation performances. It is agreed by and between the parties that music teachers involved in the above shall be compensated as follows:

Partial Day	\$ 75.00
Full Day	\$100.00

These functions must have prior administrative, approval and the function must be clearly identified with the above performances.

12.01.05 Department Chairs/Grade Level Chairs the following positions will be funded:

NTH	M S	H S	District Wide
K	4	Soc. St.	Music-Art
1	5	English	Home Careers-Health-PE
2	6	Science	Technology-Business
3	7	Math	Foreign Language
K-3 Related Services (AIS & Sp. Ed)	Special Areas Middle School Chair	Grade 8	

These positions will be directly responsible to the Building Principal and Assistant-to-the Superintendent. Application will be made through the Building Principal. Staff wishing to be considered for these appointments must be familiar with the job description.

Compensation will be 1.1% of their individual salary in 2003-04 and 2004-05 school years and 1.2% of their individual salary in the 2005-2006 school year.

12.01.06 Compensation for teachers who participate in the 8th grade student orientation meeting that occurs prior to the start of the academic school year shall be fifty dollars (\$50) per teacher.

12.01.07 The Comprehensive Academic Improvement Team (CAIT) members shall, as determined by the Superintendent, be given release time from their regular duties or paid at the curriculum work rate for authorized additional working hours.

12.02 Ticket takers will be remunerated as follows: \$ 18.00 per event.

12.03 Scorekeepers and timekeepers will be remunerated as follows: \$ 23.00 per event.

12.04 Accompanists will be compensated at a rate of \$25.00 per hour for class-time rehearsals and the performance. The middle school and high school choral teachers shall send to the superintendent an estimated number of class periods needed for practices.

12.05 Middle School - Student Council advisor will be remunerated as follows: \$26.00 per hour for the 2003-04 school year, \$27.00 per hour for the 2004-05 school year, and \$28.00 per hour for the 2005-06 school year, not to exceed 70 hours per school year.

12.06 Unit members will have an opportunity to engage in approved curriculum writing projects under the following conditions:

12.06.01 District initiated projects will be posted in a timely fashion.

- 12.06.02 Participating unit members for each approved project will negotiate the compensation, project length, payment schedule and periodic project evaluation with the Superintendent or his/her designee.
- 12.06.03 Unit members may initiate curriculum writing projects subject to the approval of the Superintendent.
- 12.06.04 Participation in curriculum writing projects does not preclude professional responsibility of all unit members to engage in curriculum activities.
- 12.07 Participation in extra employment opportunities will be on a voluntary basis.
- 12.08 Inservice is defined as professionally related course or experience which is attended outside normal work hours and which the district has not financed. Inservice courses/experiences are subject to the approval of the Superintendent or his/her designee.

ARTICLE 13

Mileage

- 13.01 Those teachers who are required by the District to use their personal vehicles to travel between district buildings on a regular basis will receive reimbursement as follows:

\$100 annually for one daily trip
 \$200 annually for two or more daily trips

ARTICLE 14

Insurance

- 14.01 The Newark Valley Central School District will provide each bargaining unit member with a choice of two (2) insurance plans. The District agrees to provide a monthly opportunity for a bargaining unit member to switch from Plan I to Plan II or vice versa.

Plan I

- An indemnity health insurance plan with benefits equal to or better than those provided on June 30, 1992.
- A prescription drug rider with \$1 generic/\$4 brand name co-pay. A mail order prescription drug rider with \$0 generic/\$5 brand name for a three-month supply.
- The District's contribution for the individual or family plan will be 95% of the Plan II (see below) insurance premium of the individual or family policy.

Plan II

- A PPO insurance plan with benefits equal to or better than the Blue Cross/Blue Shield Regionwide Blue PPO – Plan H available April 3, 2003. (see Appendix D)

14.02 Retiree Insurance

- The District agrees, as in the past, to permit the surviving non-unit member spouse and dependents, as defined in the health insurance contract, to purchase insurance coverage through the District Employee Group Plans as allowable by the insurance carrier and providing that the aforementioned survivors pay 100% of the premium rate.
- In order to be eligible for the health insurance benefit at retirement, the unit member must complete ten years of working service in the District and be eligible to receive non-diminished service retirement benefits through the NYSTRS.
- Retirees prior to September 2, 2003 will have the choice of either insurance plan outlined in section 14.01. The District's contribution for Plan I will be 89% of the insurance premium. The District's contribution for Plan II will be 95% of the insurance premium. Retirees after September 3, 2003 will have the choice of either insurance plan outlined in Section 14.01. The District's contribution for Plan I will be 95% of the Plan II insurance premium of the individual or family policy. The District contribution for Plan II is 95% of the PPO insurance premium.
- The District agrees to provide a monthly opportunity to eligible retirees to switch from Plan I to Plan II or vice versa.

14.03 A group dental plan is in force and any employee may have this benefit in the manner as set forth by the regulations required under this policy. Application is made through the Business Office. The above plan, currently in use, is known as the Blue Cross/Blue Shield (Schedule A) to include Basic, Additional Basic, Periodontics and Orthodontics. Effective July 1, 2001 (or as soon thereafter as possible), Schedule B shall become effective.

14.03.01 The District's contribution for the individual and family will be as follows:
2003-2006 - 90%

14.03.02 The District will allow retired teachers and their surviving spouses to purchase dental insurance through the employee group plan provided that they assume 100% of the associated cost.

The parties agree that the above is conditional on the approval of Blue Shield.

14.04 The District will maintain a flexible spending program for bargaining unit members.

ARTICLE 15

Non-Resident Tuition

15.01 Non-resident unit members may enroll their children in the Newark Valley Central School District in accordance with Board of Education policy and procedures.

- 15.02 Non-resident unit members who enroll their children in the Newark Valley Central School District will receive a fifty percent discount on the established tuition rates.

ARTICLE 16
Grievance Procedure

16.01 **Declaration of Purpose**

- 16.01.01 It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint or reprisal. The grievance form is located in Appendix "A."

16.02 **Definitions:**

- 16.02.01 A grievance is the complaint by an employee of an alleged violation of any of the terms and conditions of this agreement between the employer and the employees.
- 16.02.02 The term Supervisor: shall mean principal, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.
- 16.02.03 The Chief Officer: is the Superintendent of Schools.
- 16.02.04 Union: shall mean the Newark Valley United Teachers.
- 16.02.05 Aggrieved Party: shall mean any person or group of persons in the negotiating unit filing a grievance.
- 16.02.05 Day shall mean working days.

16.03 **Procedures**

16.03.01 **Stage I**

- 16.03.01.01 All grievances will be brought to the attention of the appropriate supervisor within a reasonable length of time, not to exceed thirty (30) days of the act or conditions becoming known. The aggrieved will discuss the grievance with the supervisor immediately responsible with the objective of settling the matter informally. If this conference does not resolve the grievance, the aggrieved will submit the grievance in writing to the immediate supervisor within five (5) days.

The immediate supervisor will answer the complaint, in writing, within five (5) days. The written notice shall include the name and position of the aggrieved party, a statement of the nature of the grievance, the time and place of the alleged grievance, the

identity of the party(s) responsible, and the redress sought by the aggrieved party.

- 16.03.01.02 In the event the alleged grievance is system wide and cannot be settled at the building level, the grievant may carry the grievance directly to the Superintendent of Schools within five (5) days after discussing the grievance informally with the building principal.

16.03.02 Stage II

- 16.03.02.01 If the aggrieved is not satisfied with the written decision at the conclusion of Stage I and wishes to proceed further, he/she/they shall, within ten (10) days, file a written appeal with the Chief Executive Officer along with copies of the decision.

16.03.03 Stage III

- 16.03.03.01 Within ten (10) days after the receipt of the appeal, the Chief Executive Officer shall hold a hearing with the aggrieved, his/her/their representative, and all other parties of interest.
- 16.03.03.02 The Chief Executive Officer shall render a decision in writing to the aggrieved and his/her representative within ten (10) days after the conclusion of the hearing.

16.03.04 Step IV

- 16.03.04.01 If the aggrieved and the Union are not satisfied with the decision reached in Stage III the Union and the District agree to final and binding arbitration on the grievance according to the procedures of the American Arbitration Association. Costs for such arbitration shall be shared equally between the Board and the Union.
- 16.03.04.02 The union has the right to be represented by a person or persons designated by it at any or all stages of this procedure. Cost of such representation, if any, shall be borne by the party requesting representation. The Board and the District reserve the right to such representation also.

ARTICLE 17
Personal Freedom

- 17.01 The personal life of a teacher is not an appropriate concern or attention of the Board of Education except as it may directly prevent the teacher from performing properly his/her assigned functions during the workday.

ARTICLE 18

Graduate/Undergraduate Credit and Course Approval

- 18.01 Teachers will make timely application to the Superintendent of Schools for all course approval and graduate credit. Teacher assistants will make timely application to the Superintendent of Schools for all undergraduate course approval. Applications for fall courses must be made by August 15. Applications for spring courses must be made by January 1. Applications for summer courses must be made by June 15. The Superintendent of Schools or his designee will give a timely notification of approval or disapproval of all requests.
- 18.02 The applicant will indicate on the application, on a course by course basis, the option to receive tuition payment as per Section 18.03 (below) or receive as part of his/her regular salary, payment at the rate \$47.50 per graduate hour for each block of 9 graduate hours. The latter option does not apply to graduate hours earned prior to July 1, 1997 except for graduate hours that were in the "pipeline" and will result in a block of 15 graduate hours earned after July 1, 1997. All current contractual conditions and practices remain in effect for the payment of graduate hours.
- 18.03 If the employee so chooses the tuition option (18.02 above), tuition for graduate courses approved by the Superintendent of Schools or his designee will be paid as per the following:
- 18.03.01 A limit of 6 credit hours per semester and 15 credit hours per summer session.
 - 18.03.02 Courses and associated work will be done after the professional duties and the work day are completed.
 - 18.03.03 Tuition charges to be paid will be no greater than \$200.00 per hour for teachers and no greater than \$150.00 per hour for teacher assistants.
 - 18.03.04 Tuition will be paid only for those courses where the candidate satisfied the college requirements, received a passing grade and submitted a transcript to the Superintendent of Schools.
 - 18.03.05 The teacher receiving payment must be a full time employee of the school district at the time when the courses are taken.
- 18.04 To insure proper compensation or remuneration under this Article the unit member must present the district with evidence of satisfactory completion of the course(s).
- 18.05 Satisfactory completion as referenced in Section 18.04 above shall mean:
- A grade of C or better
 - Pass (Pass/Fail)
 - Satisfactory (Satisfactory/Unsatisfactory)

APPLICATION FOR COURSE APPROVAL

APPENDIX "B"

ARTICLE 19
In-Service and Continuing Education Unit Credit

- 19.01 Teachers will make timely application to the Superintendent of Schools for all in-service and continuing education unit (CEU) approval. Teacher assistants will make timely application to the Superintendent of Schools for all in-service approval. The Superintendent of Schools or his designee will give a timely notification of approval or disapproval of all requests.
- 19.02 The applicant will indicate on the application, whether he/she wants tuition/registration paid and payment for the in-service at the rate of \$18.00 for each approved in-service hour - or -tuition/ registration not paid and graduate credit at the rate of fifteen approved in-service hours generating one graduate credit hour.
- 19.03 In the event the applicant is applying for CEU approval he/she will indicate on the application whether he/she wants tuition/registration paid and payment for the CEU at the rate of \$18.00 for each approved CEU hour - or - graduate credit at the rate of twenty four approved CEU hours generating one graduate credit hour.
- 19.04 Attendance at in-service and CEUs will be outside of the regular work day and the unit member is responsible for any tuition/registration payment if requesting graduate credit accrual.
- 19.05 To insure proper compensation or remuneration under this Article, the employee must present the district with evidence of satisfactory completion of the in-service or CEU.
- 19.06 Each unit member shall attend up to 12 hours of specified in-service outside of the contractual school day, beyond Superintendent conference days, and between September 1 and June 30 of each school year. The in-service will be identified and scheduled by the District according to available options. Attendees will be compensated at the appropriate hourly workshop rate. Notice of the in-service offerings for the first semester will be set forward by the District by the first day of the first semester. Notice of the in-service offerings for the second semester will be set forward by the District by the first day of the second semester.

ARTICLE 20
Management Rights

- 20.01 Except as expressly limited by provisions of this Agreement, the authority rights and responsibilities delegated under Law to this Board, are retained by said Board; included but not limited to, the right to determine programs, objectives and policies of the District, the curriculum and the selection, hiring, appraisal, promotion, assignment, discipline, transfer, and discharge of employees, as permitted by law, to establish, classify and allocate new positions and to reclassify, reallocate and eliminate existing positions, as the law permits; and to do all else the law may dictate, require or permit this Board in the discharge of its duties to provide public education within this public school district.
- 20.02 The District has the right to direct unit members to wear photographic badges while on duty.

ARTICLE 21
Continuation Clause

- 21.01 This agreement shall be effective as of July 1, 2003 and shall continue in effect through June 30, 2006. If an agreement has not been reached on or before the expiration date of this contract, all provisions of this contract shall remain in effect until agreement on a new contract has been reached.

ARTICLE 22
Miscellaneous Provisions

- 22.01 This agreement shall supersede any rule, regulation, or practice which is contrary to or inconsistent with its terms.
- 22.02 If any provision of this agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 22.03 Copies of this agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later. Twenty-five additional copies will be given to the President of the Union.

ARTICLE 23
Union Rights

- 23.01 The Newark Valley United Teachers shall have the privilege of utilizing the staff mailboxes and faculty room bulletin boards for the purpose of distributing organizational information. In conjunction with the School District Policy 6420, the President of N.V.U.T. will be designated by the Superintendent of Schools to facilitate the distribution of such materials.
- 23.02 Meeting rooms for the purpose of conducting organizational business will be made available to N.V.U.T. upon prior request as per Board of Education Policy 3281.

ARTICLE 24
Savings Clause

- 24.01 The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item except by mutual consent.
- 24.02 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACT109 TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 25
Guidance Counselors

- 25.01 Guidance counselors shall work 20 days during the summer months on days on which classroom teachers are not required to be in attendance. These days will be set by the building principal, after consultation with the particular guidance counselor.
- 25.02 During the academic year, September 1 through June 30, guidance counselors shall be assigned, by the building principal, up to ten days in excess of the work year established for classroom teachers. If a guidance counselor desires to work days in addition to those assigned, the guidance counselor shall notify the building principal in writing of such desire and the additional days will be assigned. Under no circumstances shall the total days in addition to the classroom teachers' work year exceed ten days for the academic year.
- 25.03 The per diem rate for the days in July and August and the additional work days in excess of the classroom teachers' work year shall be one two-hundredths of the salary established for the guidance counselor for that particular school year. The base salary for each guidance counselor shall be established on the basis of a classroom teachers' work year.

ARTICLE 26
Distance Learning

- 26.01 The use of Distance Learning programs shall not result in reduction in the number of fulltime positions within the bargaining unit.
- 26.02 Bargaining unit participation shall be on a voluntary basis. In the event, however, no volunteers certified to teach the course are forthcoming, the principal can assign the least senior teacher in the department who is certified to teach the course.
- 26.03 Distance Learning equipment shall not be used to monitor teacher performance. Participating bargaining unit members shall be evaluated in the same manner as all other bargaining unit members.
- 26.04 No teacher shall be expected to participate in Distance Learning without adequate training.
- 26.05 Tapes of lessons broadcast shall be made only at the discretion of the participating bargaining unit members. Contents of such tapes shall remain the property of the district and shall be used only as the teacher permits.
- 26.06 No past practice shall be established related to Distance Learning during the duration of this agreement.

ARTICLE 27
NYSUT Benefit Trust Deductions

- 27.01 The District agrees to deduct from the salaries of unit members authorized and voluntary payments to the NYSUT Benefit Trust.
- 27.02 Deductions will begin with the second pay period and will continue over twenty (20) consecutive pay periods in equal installments.
- 27.03 All monies derived from the deduction of payments to NYSUT Benefit Trust; as described above, shall be transmitted directly and monthly to New York State United Teachers and by so doing, the District is held save harmless from any fiduciary responsibility thereafter.
- 27.04 A two week notice will be required of an employee who wishes to commence change, terminate his/her deduction for Benefit Trust program under this section. (Notice must be given in writing to the Business Office.)

ARTICLE 28
Teacher Assistant Provisions

28.01 All clauses apply to teacher assistants except:

- Article 2 Vacancies and Assignments 2.06 and 2.07
- Article 4 Teacher Responsibility 4.06 Preparation time for the teacher assistants shall be determined by the administration.
- Article 9 Sabbatical Leave
- Article 12 Extra Employment Opportunities does not apply except 12.01.03
- Article 18 Graduate Credit and Course Approval (Article 18 applies, except 18.02)
- Article 19 In-Service and Continuing Education Unit Credit (Article 19 does not apply, except 19.01 and 19.05 does apply)
- Article 25 Guidance Counselors
- Article 26 Distance Learning

28.02 A teacher aide who becomes a teacher assistant will be credited with the sick days he or she accumulated as a teacher aide.

ARTICLE 29
Duration of Agreement

29.1 This contract shall be effective as of July 1, 2003 through June 30, 2006.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals this
_____ day of _____, _____.

President
Newark Valley United Teachers

Dated

Superintendent of Schools

Dated

BO/njg
cwa 1141

APPENDIX A
Grievance Form

Date: _____ Stage I _____ Stage II _____ Stage III _____

Grievant: _____ Position _____

*Nature of Grievance:

Remedy Sought:

Grievant's Signature:

Management Reply:

Date: _____

Signature: _____

*Include appropriate contract article (s).

Copies to: Appropriate Supervisor
Grievance Committee Chairperson
Grievant

NEWARK VALLEY CENTRAL SCHOOL DISTRICT
Newark Valley, New York 13811

Application for Course Approval

Date _____

Applicant _____

Course Title and Description:

Credit Hours _____ Semester _____

Date by which approval is sought _____

Name of College

How does this course relate to your teaching assignment?

Approved _____ Denied _____

Reason for denial

(Signature) Superintendent of Schools

Option under Article 18 of NVUT Contract:

_____ I wish to receive tuition payment as per 18.03 of the contract.

_____ I wish to have the hours earned become a regular part of my salary at the rate of \$47.50 per graduate hour for each block of 9 graduate hours.

NOTE: It is your obligation to read and understand Article 18 of the NVUT contract.

Request Are To Be Submitted In Duplicate.

6/95