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#### Contract Database Metadata Elements

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6397\_06302004

Vestal Central School District And  
Vestal Teachers Assn

SD  
TA

# Agreement

*between the*

The Superintendent of Schools

*of the*

Vestal Central School District

*and the*

Vestal Teachers Association

Covering the period

July 1, 1999 - June 30, 2004

**RECEIVED**

DEC 22 2003

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

364

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## **PUBLIC EMPLOYEES FAIR EMPLOYMENT LAW**

### **Article 14 of the Civil Service Law**

S 204-a. Agreements between public employers and employee organizations.

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

#### **ARTICLE 1 - RECOGNITION**

The Vestal Teachers Association is recognized as the exclusive negotiating representative for all employees in the Teaching Negotiating Unit of the Vestal Central School District. The Teaching Negotiating Unit consists of all teachers according to the legal definition in New York State, who are part-time, probationary or tenured teachers except those considered to be administrators. The administrators' category includes Superintendent, Assistant Superintendents, Administrative Assistants to the Assistant Superintendents, Directors, Principals, Assistant Secondary Principals, Dean of Students, Coordinators, Psychologists, Professional Interns, and other supervisory personnel as the Board of Education may add to the administrative staff. Also included in this bargaining unit are permanent substitutes, registered nurses, physical therapists and occupational therapists. The terms and conditions of recognition shall be subject to the provisions of the Taylor Law. The parties have already agreed to and hereby confirm the extension of the term of recognition of the Vestal Teachers' Association to June 30, 2004.

#### **ARTICLE 2 - NEGOTIATING PROCEDURES**

##### **A. Arranging Meetings**

The parties agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving matters which the parties mutually agree to discuss.

##### **B. Good Faith Negotiations**

The parties will enter into good-faith negotiations over a successor agreement covering the following school year at a mutually agreeable date no later than February 15, 2004.

##### **C. Representatives**

Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association, approval of the Superintendent, and implementation by appropriate resolutions of the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

##### **D. Outside Consultants**

During negotiations either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

#### **ARTICLE 3 - ASSOCIATION RIGHTS**

##### **A. Necessary Information**

The Board agrees to give access to the Association in response to requests from time to time to all available public information concerning the financial resources of the district, including, but not limited to, the annual financial reports and audits, register of certified personnel, formulated budgetary requirements and allocations, agenda and minutes of all public Board meetings and treasurer's reports.

**B. Orientation Meeting**

The Association shall be permitted to address new teachers during the Orientation Program at times designated by the Administration.

**C. Professional Leave**

Teachers designated by the Association, upon notification to the Superintendent, shall be granted professional leave with pay to attend the House of Delegates and workshops sponsored by the National Education Association and the NEA/New York, not to exceed 20 days in any school year. Leave shall be granted as specified above for the purpose of grievance administration and arbitration not to exceed 22 days. Leaves shall be granted as specified above for the purpose of other appropriate Union business not to exceed 10 days in any school year. Other expenses incurred by the designees under this provision shall not be assumed by the District.

**ARTICLE 4 - TEACHER RIGHTS**

**A. Teacher Joining**

Pursuant to Article 14 of the Civil Service Law, teachers shall have the right to form, join and participate in, or to refrain from forming, joining or participating in any employee organization of their own choosing. The Board and the Association shall not engage in any act of reprisal against any teacher for exercising rights guaranteed by Article 14.

**B. Under Laws**

Nothing contained herein shall be construed by either party to deny or restrict any teacher rights she or he may have under New York State Education Laws or other applicable laws and regulations.

**C. School Closing**

On any day when the weather and driving conditions cause an official full-day school closing, teacher attendance shall not be required unless requested by the Superintendent of Schools at the time such closing is announced. A minimum of 190 days including legal holidays during the school term will be maintained.

**Emergency Procedure:**

This procedure calls for employees to remain on duty beyond the regular work day in emergency situations. Furthermore, this procedure shall apply on those occasions when students are released from school prior to the regular dismissal time and such early dismissal is due to an emergency situation (e.g., inclement weather).

It is agreed that, at the beginning of each school year, the building principals will seek a predetermined number of volunteers for their buildings. These volunteers would remain in the building to supervise children as needed after student dismissal and the other employees have left.

In any year, if the number of volunteers is not equal to the predetermined number needed for supervision, the principal will assign other employees. This will be done on a rotating basis to the degree practicable.

If an emergency situation occurs where more than the predetermined number of volunteers is needed, the principal will request volunteers before assigning staff.

**D. Medical Certificate**

A recent medical certificate showing evidence of good health, which form shall be supplied by the Superintendent's Office, shall be provided at the following times:

1. Within 90 days of beginning employment.
2. Within 90 days of the granting of tenure.

The medical certificate shall be submitted by:

1. The school doctor (which the school shall pay for the certificate) or
2. A physician duly licensed by the State of New York (which the District shall pay to the teacher the fee or \$20.00, whichever is the lesser amount, upon presentation of a properly documented statement).

The Board of Education, through its school doctor, agrees to supply inoculations at stated times for immunizations for measles, mumps, and epidemic flu, provided the teacher signs the appropriate form releasing the school and doctor from any responsibility arising from the consequences of such procedure.

#### E. Budget Allocations

Departments, or grades in the elementary, shall be informed of their annual budgetary allocations. If it should be found necessary to reduce allocations after submission of the preliminary budget requests, the departments, or grades, shall be provided the opportunity to submit to the appropriate administrator a list of items to be cut to fit within the budgetary framework.

#### F. Duplicating and Printing

Duplicating equipment for school work is available to teachers in each building. Duplicating services are available for employees through the Board of Cooperative Educational Services.

#### G. Worker's Compensation

An employee who files and becomes eligible for Worker's Compensation will receive a regular salary for the first twenty-two paid days of absence from work.

At the end of the twenty-two paid days period, the regular salary may be extended by using any or all of the accumulated sick leave.

The School District will receive the Worker's Compensation payment during the period that the employee continues to receive a regular salary from the School District.

The Board of Education will review all cases and may recommend that a supplementary payment be made to the employee after the sick leave period has expired.

#### H. Tax-Sheltered Annuities

Teachers will be eligible to participate in a "tax-sheltered" annuities plan established pursuant to the United States Public Law No. 87-370. No program in effect as of July 1, 1979, shall be dropped unless there is no participating employee.

#### I. Outside Employment

The Board of Education will permit its professional employees to hold outside employment. Such persons, though, shall agree that such employment will not interfere with their professional responsibilities.

#### J. Teacher Files

All teacher files shall be maintained under the following circumstances:

1. A teacher shall have the right, upon request, to review contents of his or her personal file and to make copies of documents in it except for references and information obtained in the process of evaluating the teacher for employment. A teacher shall be entitled to have a representative of the VTA accompany him or her during such review. The cost of copies made by the teacher shall be borne exclusively by the teacher.
2. No material, excluding references and information obtained in the process of evaluating the teacher for employment, which is derogatory to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had an opportunity to read, copy, and answer the material.
3. No unsigned letter or material shall be placed in the teacher's file.

## K. School Functions

A non-transferable complimentary pass covering home athletic contests, musical events, and student dramatic productions will be issued to any teacher upon request.

## ARTICLE 5 - WORK LOAD CONDITIONS

### A. General

#### 1. Work Year

The work year of teachers shall begin no earlier than one day prior to the first day that students are required to report at the opening of school and it shall not total more than 187 days.

Student attendance in the elementary schools and grades six, seven, and eight will not be required the last two (2) days of Regents Week unless such attendance is necessary to insure that the District meets the State mandate of a minimum of 180 days of instruction and provided that such attendance is not in violation of the Regulations of the Commissioner of Education.

#### 2. The teachers' work day shall be established at 7 hours and 10 minutes per day.

#### 3. Notice of Assignments

All teachers shall be given written notice of their building assignments; grade level, and content area for the forthcoming year, whenever possible no later than the end of the June Regents week. Changes generally will not be made in teachers' schedules, building assignments, or room assignments later than the 15th day of August preceding the commencement of the school year and only if an unusual situation requires same.

#### 4. Assignments - Normal

Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not normally be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major and minor field of study.

#### 5. Classrooms/Supplies/Facilities

As far as possible, teachers will be assigned to rooms appropriate to subject taught.

Every reasonable attempt shall be made to assure delivery of classroom supplies and teaching materials by the opening day of school in September or as soon thereafter as practicable, but all parties acknowledge that on occasion delays will occur through no fault of the Board or Administration.

Each school shall have adequate lunch room, rest room and lavatory facilities exclusively for teacher use.

#### 6. Absent Teachers

Teachers during their duty-free periods shall not be required to teach classes of absent teachers except in the case of unusual situations.

#### 7. Bus Duty

- a. The School District shall continue a bus transportation schedule which should permit a fleet dismissal system for the elementary schools, as well as continuing a fleet dismissal operation at the secondary level.
- b. The School District agrees to the designation of instructional staff at each building to provide bus duty supervision as required throughout the school year at the compensated rate established in Exhibit A of the current contract between the Vestal Teachers Association and the Superintendent of Schools. In addition, at each elementary building, the person designated to provide bus duty supervision will assist in the supervision of children outside the school building during that time period prior to the close of the teachers' day when bus dismissal is taking place.



- c. An opportunity will be provided to the instructional staff at each school building as defined in Section B to apply for the bus duty supervision position. The decision of the building principal to recommend appointment is final. Each building principal will determine the bus supervision requirements needed for that building, and teachers will be responsible for implementing those requirements as part of the teachers' work day.

## 8. Seniority Lists

Seniority lists shall be updated in accordance with the updating procedure dated May, 1983, and the rules dated March, 1982.

## B. Elementary

### 1. Preparation Time - Classroom/Non-Classroom

Classroom teachers may use for preparation all time during which their classes are receiving instruction from teaching specialists. Students in grades 1-5 shall have sixty (60) minutes of art, sixty (60) minutes of music, and one hundred forty-four (144) minutes of physical education in each six (6) day cycle.

Non-classroom teachers shall be provided with relief and preparation time.

2. Elementary teachers shall be provided a duty-free thirty-minute lunch period. A standby duty roster shall be maintained for use when, in the judgment of the Administration, insufficient supervision coverage by non-unit employees occurs. Such assignments shall be rotated and shall be limited to ten (10) consecutive school days.
3. Elementary teachers shall not be assigned playground duty. A standby roster shall be maintained for use when, in the judgment of the Administration, insufficient supervision coverage by non-unit employees occurs. Such assignments shall be rotated and shall be limited to ten (10) consecutive school days. Special subject tenure area teachers providing programs at the same time as playground in such areas as, but not limited to, art, music, physical education, interest activities, shall continue to provide said programs, providing that these teachers are provided an equivalent compensatory period.
4. The parties agree the provisions in B.2. and B.3 recognize the needs of elementary students. The intent of these "rosters" is not to reassign non-unit work or reduce District expenditures for supervision by non-unit employees.

## C. Middle School (Grades 6, 7, and 8)

1. All middle school teachers will follow a nine period day middle school schedule.
2. The homeroom period assignment will alternate by semester; i.e., if a unit member has a homeroom in the Fall semester, there will be no homeroom assignment for the unit member in the Spring semester. Unit members without homerooms in the Fall semester may be assigned homerooms during the Spring semester.
3. Middle school teachers will be assigned no more than a five (5) class load per day, per week. In the event there is an extra class per department, a volunteer may be sought to take that class in lieu of duties.
4. Middle school teachers shall have a duty-free lunch period and a duty-free preparation period.
5. Preparations - every effort shall be made to minimize the number of major teaching preparations required of a middle school teacher.
6. Middle School Duties - an effort will be made to avoid assigning middle school teachers to more than eighty-one (81) duty assignments per year. However, if it is unavoidable, teachers may be assigned up to a maximum of one duty, every other day. No middle school teachers shall be assigned to lunchroom, cafeteria (note exception in the collective bargaining agreement in Exhibit A), playground duty or lunch time supervision.
7. The middle school duty Scheduling Committee will continue to function in an attempt to assist the Administration regarding the assignment of duties. The purpose of the committee is to review the projected duties, discuss the necessity for current and/or new duty assignments, and make suggestions as to duty assignments in an attempt to avoid exceeding the eighty-one (81) assignments.

8. There is no intent to have any program or staff reductions as a result of going to the middle school setting.
9. No teacher will be required to teach a subject out of his/her current tenure area or area of certification. If there is need to have a teacher(s) teach outside his/her current tenure certification area, volunteers will be sought.
10. There will be no loss of seniority by any teacher in the middle school as a result of her/his assignment. Each teacher will remain in his/her current tenure area.
11. Every effort will be made to schedule a common preparation time for team members.
12. The District agrees to continued funding of the Middle School Building Planning Team's project regarding student management and supervision. The parties agree that the project contributes to a safe and secure learning environment. It is understood that the funds must be found within the current budget parameters.
13. A forum (Middle School Forum) will be established to review concerns expressed by the parties. The membership of the forum will be the Principal of the Middle School, the Vestal Teachers' Association President or designee, a sixth grade teacher, a seventh grade teacher, and an eighth grade teacher, encore teacher, the Assistant Superintendent for Administrative Services or designee and the NEA/NY UniServ Representative and others by mutual agreement - invitation. The forum will meet as necessary to review concerns, if any, and recommend any changes to the appropriate parties.
14. The District and the Association agree to approve the application for a Middle School Experimental Variance for Foreign Language and Informational Technology.

**D. Senior High**

1. Senior high school teachers will be assigned not more than a five (5) class load per day, per week. In the event that there is an extra class per department, a volunteer may be sought to take that class in lieu of duties.
2. Preparations - Senior High School  
  
Efforts shall be made to minimize the number of major teaching preparations required of a secondary teacher.
3. Senior high school teachers shall have a duty-free lunch period and a duty-free preparation period.
4. Senior High School Duties
  - a. Number of Duties - An effort will be made to avoid assigning secondary teachers to more than 81 duty assignments per year. However, if it is unavoidable, secondary teachers may be assigned up to a maximum of one duty every other day. No secondary teacher shall be assigned to cafeteria or commons duty.
  - b. Scheduling Committee - In an attempt to assist the Administration regarding the assignment of duties, a "Scheduling Committee" will be established in each secondary building. The purpose of the committee is to review the projected duties, discuss the necessity for current and/or new duty assignments, and make suggestions as to duty assignments in an attempt to avoid exceeding the eighty-one (81) assignments.

**E. Secondary Assistance Period: Senior High School and Middle School**

1. Article 20 of this collective bargaining agreement states in part "The primary role of the teacher is to bring his or her full ability to the classroom in order that the students will be able to obtain the maximum benefit of the educational process."

The parties acknowledge that Vestal teachers have long distinguished themselves through their work in the classroom by nurturing and assisting students during the academic day, before the academic day, and after the academic day.

The parties further acknowledge that the development of more challenging academic standards and more rigorous assessments will continue to call upon teachers to enhance assistance and support to students.

To that end, the parties further agree:

- a. Secondary teachers shall make themselves available one (1) period every day for student or teacher initiated assistance.

- b. Teachers shall make an effort to vary the period scheduled for assistance to help give each student a better opportunity for assistance.
- c. Students shall be encouraged to make appointments ahead of time for extra-help assistance.
- d. Regarding the middle school assistance period, in order to make middle school students aware of the times and places teachers are normally available for help, each middle school teacher shall develop a schedule for each semester which identifies assistance periods and submit same to the department chair, and where appropriate, to other team members. After review by team members and the department, the chair shall submit the compiled assistance schedules to the principal, or her/his designee for review and approval. The principal or designee and departments shall collaborate in adjusting teacher assistance periods during the six day cycle for the purposes of maximizing the available assistance. The principal or designee shall disseminate and post the compiled assistance schedules in a manner he/she deems appropriate. Distribution shall include, but is not limited to, school counselors and department chairs.
- e. Regarding the high school assistance period, in order to make senior high school students aware of the times and places teachers are normally available for help, each high school teacher shall develop a schedule for each semester which identifies assistance periods and submit same to the department chair. The principal or designee shall attempt to identify assistance areas (e.g., an empty classroom space) in the building. The department shall schedule teachers to provide student assistance in the assistance areas and attempt to cover as many periods as possible during the day. Subsequently, the department chair shall forward the compiled assistance schedules on to the principal.

Departments without assistance areas specifically identified by the principal shall have their compiled schedules forwarded to the principal by the department chair.

Final review and approval of all schedules shall be made by the principal. The principal or designee and departments shall collaborate to adjust teacher assistance periods during the six day cycle in order to maximize the available assistance. The principal or designee shall disseminate the schedules in a manner he/she deems appropriate. Distribution shall include, but is not limited to, school counselors and department chairs.

- 2. Teachers shall continue to use their good professional judgment regarding their presence in the student assistance areas. The parties understand that in the event students are not reporting to assistance areas over a time span of reasonable length (e.g., one complete six day cycle) the teachers will inform the administration. It shall be the administration's responsibility to determine the reason(s) for the lack of students and take the necessary steps to address these matters.
- 3. If, for any reason, the schedule in a secondary building changes, the parties agree to renegotiate Article 5.E. for the building affected by the change.

## **ARTICLE 6 - STUDENT DISCIPLINE AND TEACHER PROTECTION**

### **A. Control and Corporal Punishment**

Each teacher is expected to maintain control in the classroom and in the immediate area. The Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. If problems arise or seem to be developing, the Building Principal shall be contacted.

The Board of Regents has defined corporal punishment to mean any act of physical force upon a pupil for purpose of punishing that pupil.

The school district has prohibited the use of physical force except in an emergency when the safety of any staff member or the children is threatened.

Any physical force used by a teacher that could be construed as corporal punishment is to be reported immediately to the building principal.

The Board shall make available to the school system, within budget limitations, psychologists, guidance personnel, reading teachers, speech therapists, and health service personnel.

## **B. Parent-Student Complaints**

No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

## **C. Save Harmless**

The Board of Education shall save harmless and protect all teachers from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, provided such teacher, at the time of the accident or injury, was acting in the discharge of duties within the scope of his or her employment and/or under the direction of said Board of Education.

The Board of Education, however, shall not be subject to the duty imposed herein unless such teacher shall, within 10 days of the time he or she is served with any summons, complaint, process, notice, demand, or pleading, deliver the original or a copy of the same to such Board of Education.

## **ARTICLE 7 - VACANCIES, TRANSFERS AND CHANGES IN POSITIONS**

### **A. Voluntary Transfers and Changes in Positions**

#### **1. Application**

Staff members desiring a transfer or change in position within the District shall place a letter of application on file in the Superintendent's (Personnel) Office, indicating such desire and qualifications. Seniority will be considered by the Superintendent as one of the qualifications. The District will post all vacant positions in the bargaining unit. Applications shall also be accepted from candidates outside the District.

Each application submitted will be acted upon and the applicant notified in writing on the disposition of his or her request.

#### **2. Appointment - Disposition**

No assignment of new teachers to an open position within the school system shall be made until all pending requests for that position that have been filed have been acted upon. If more than one application, within or without the district, is received for the same position, the teacher best qualified for that position, in the opinion of the Superintendent, shall be appointed.

### **B. Involuntary Transfers and Assignments**

#### **1. Notice**

Staff members are subject to transfer from position to position within certification limits at the discretion of the Superintendent of Schools. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

#### **2. Considerations**

When involuntary transfer or reassignment is necessary, volunteers from among those affected will be given first consideration. A teacher's area of competence, major and/or minor field of study, and length of service in the Vestal Central School District will be considered in determining which teacher is to be transferred or reassigned.

#### **3. Reasons for Transfer**

An involuntary transfer or reassignment will be made only after a meeting between the teacher and principal involved, at which time the teacher will be notified of the reasons therefore. At the teacher's request, a meeting will be held between the Superintendent, the Building Principal, and the teacher, at which time the reasons for the transfer will be reviewed.

#### **4. Special Consideration**

Openings in the school system will be discussed with the teachers being involuntarily transferred or reassigned. Such teachers may request the positions to which they desire to be transferred. Teachers being involuntarily transferred or

reassigned have consideration over those seeking voluntary transfer or reassignment. In consideration of involuntary transfers, those best qualified for a particular position shall receive priority, and, qualifications being substantially equal, seniority in the school system shall control.

### C. Reorganization

1. Assignment Preferences - The Administration will develop a request form by which teachers will be given the opportunity to indicate assignment preferences in writing, subject to certification and tenure area requirements. Prior to implementation, the Administration will provide a copy to the Vestal Teachers Association, and the Vestal Teachers Association will have an opportunity to provide its input in writing.
2. When the number of teachers indicating preference for a specified program exceeds the number of positions, the selection procedure will be based on seniority.
3. Seniority is defined as length of continuous service in the Vestal Central School District.
4. When the number of teachers indicating a preference for a specified program or teaching assignment is less than the number of positions required, the school district will determine which teachers are assigned.
5. Reductions in teaching positions resulting from Reorganization will be governed by Education Law 2510.
6. Procedures under Reorganization will take precedence over any other contract provisions having to do with vacancies, transfers, and changes in position.

### D. Elementary Transfer/Reassignment Procedures

As a result of on-going discussions between the Administration and the VTA, the parties have agreed to the following elementary reassignment procedure. This procedure will be for elementary teachers in Grades K-5.

#### 1. Notification

Each year, in either January or February, the personnel office will solicit requests from the K-5 elementary teaching staff for three possible alternatives rather than staying in their current positions.

- a. Voluntary Reassignment
- b. Professional Growth Opportunities (PGO) (See Section IV).
- c. Part Time: Teachers who wish to remain or become part-timers under the part-time agreement (See Article 21 of the contract).

The request form simply indicates that teachers may desire a change of grade and/or building if the situation were to their satisfaction.

**SPECIAL NOTE:** For the purposes of this process, **SENIORITY** shall be defined in terms consistent with the wording found in the 1983 Memorandum of Understanding entitled **PROCEDURE FOR UPDATE OF VESTAL TEACHER SENIORITY LISTS** and the **RULES RELATIVE TO SENIORITY LISTS**.

#### 2. Internal Excessing

- a. During the first week in May, the District will publish Building Internal Excessing Lists for each building. These lists will include grade collapses★; part-time teachers without a position ★★; part-time teachers hired in positions where they are considered full-time for seniority purposes ★★★; full-time teachers working in two buildings and the portion of a position in one or both buildings is lost due to a grade collapse ★★★★★; open positions caused by retirement, leaves, etc.; and those least senior teachers in each elementary building who may not have a position in that building. The only exceptions are the least senior teachers who are in the positions of remedial reading, remedial math, APEX, deferred entry. These teachers will not be forced from their positions as a result of this process.

If there is a collapse in remedial reading, remedial math, APEX, deferred entry, or computer applications, then those individuals may transfer to a vacant slot for the same titled position, if in fact a vacancy exists. If a collapse occurs and no corresponding vacancy exists, then the individual(s) affected will be placed on the District Internal Excessing List.

Also, if a teacher of remedial reading, remedial math, APEX, deferred entry or computer applications chooses to return to K-5, that individual will be placed on the District Internal Excessing List. Teachers will be permitted to select a position in accordance with Part 3 of this process. However, if the individual affected were not in the elementary tenure area, then she/he would not be permitted to select a position through this process.

★ Example: If a grade has three positions this year and will have only two positions next year, the least senior teacher in the grade will be placed on the Building Internal Excessing List.

★★ Example: If either part-time teacher in a shared position wishes to end the job sharing, the position will be offered first to the most senior of the two teachers. If accepted, the other teacher will be placed on the Building Internal Excessing List. If not accepted, the other teacher will be offered the position. If neither teacher accepts, both teachers will be placed on the Building Internal Excessing List.

★★★ Example: A part-time kindergarten teacher hired for half-day service, who wants to go full-time.

★★★★ Example: If a full-time kindergarten teacher is working in two buildings and one (or both) section(s) is/are lost through a collapse, then he/she is entitled to placement on the respective Building Internal Excessing List(s). However, at no time would an individual be permitted to encumber two full-time positions simultaneously.

- b. Teachers in the building who hold a position or for whom there is a position available will be given the opportunity to discuss openly their desires for reassignment in the building. This reassignment could be to any position in the building so long as the change has the agreement of the building principal and the teacher involved in the change. If a teacher takes a new assignment, the teacher is ineligible to volunteer for the District Internal Excessing List in item D below and is ineligible to apply for a PGO for one year.
- c. After reassignment within the building is complete, teachers without an assignment including those who have been designated to be excessed from the building have the right to choose from the positions that are still available. Teachers will choose in order of their seniority in the elementary tenure area with the most senior choosing first.
- d. If a teacher chooses not to select a position or there is no position left to select, the teacher will be placed on the District Internal Excessing List. If a teacher without a position is not the least senior teacher in the building, then she/he will displace the least senior teacher in the building. In turn, the least senior teacher will be placed on the District Internal Excessing List. If more than one teacher is to be excessed from a building, then the teachers moving to the District Internal Excessing List will be the least senior teachers in the building.

In no event will a less senior teacher be permitted to remain in a building at the expense of a more senior teacher. The exception to the preceding clause would be the case of the more senior teacher who volunteers to be placed on the District Internal Excessing List in accordance with Section e of this Part 2.

- e. A teacher with an assignment may wish to volunteer to take the place of a teacher on the District Internal Excessing List and allow teachers designated on the list an opportunity to stay in the building. If so, teachers designated to be on the list will be asked, starting with the most senior, if they wish to exchange places with the teacher volunteering to be on the list.

### 3. District Internal Reassignment Meeting

- a. All teachers who were identified as being excessed from their buildings and whose names appear on the District Internal Excessing List and those teachers who chose to be placed on the District Internal Excessing List will meet along with those teachers who are returning from leaves of absence on or about May 30 to choose a position for the next school year.
- b. Rules of the Meeting
  - 1. All open positions as of the Board of Education meeting held the 4th Tuesday of May will be listed to allow all teachers on the District Internal Excessing List and those teachers who are returning from leaves of absence an opportunity to choose a position.
  - 2. Teachers will choose in order of their seniority in the elementary tenure area in the Vestal Central School District with those on the District Internal Excessing List choosing first followed by those who are returning from leave. Each teacher must choose a position. No one will be allowed to pass and choose a position at a later date. Decisions made at this meeting are final except for teachers who choose to arrange for a Professional Growth Opportunity, apply for a voluntary transfer, or who must be involuntarily transferred.

3. Teachers who wish to change from the assignment they have selected must submit a form at the end of the meeting, asking for a voluntary transfer or a Professional Growth Opportunity.

4. Professional Growth Opportunities (PGO)

A PGO is an opportunity for two teachers to trade positions from one building to another or from one grade to another within the same building. A PGO requires the agreement of the building principal(s) and the teachers making the trade.

- a. The District will post a list in each building of those teachers requesting PGO's on or about June 1st.
- b. A meeting will be held the first Wednesday following the first Monday in June at Clayton Avenue Elementary at 4:00 p.m. The principals of all elementary schools will attend this meeting along with teachers interested in PGO's. The meeting will allow time for principals and teachers to meet and discuss PGO's.
- c. All requests for PGO's must be submitted in writing on the appropriate form (signed by all parties) to the personnel office no later than the end of the business day (P.M.) on June 15 or the Friday before if June 15 falls on a Saturday or Sunday.
- d. Rules for Professional Growth Opportunities:

1. List

- a) Individuals may have their names placed on the list in February each year by submitting a written request that their names be placed on the list.

<b>Professional Growth Opportunity Interest Form</b>	<b>Professional Growth Opportunity Approval</b>
<p>(A PGO is a chance for two teachers to trade positions from one building to another or from one grade to another within the same building. A PGO requires the agreement of the building principal(s) and the teachers making the trade.)</p> <p>Name _____</p> <p>Present Assignment _____</p> <p>I am expressing interest in a Professional Growth Opportunity.</p> <p>My interest is for an assignment at:</p> <p>School _____ Grade Level _____</p> <p>From these requests two lists will be made and posted in the District by March 1st each year.</p> <p>This request form simply indicates that I may desire a change of grade and/or building if the situation is to my satisfaction.</p>	<p>Name _____ Date _____</p> <p>From: Grade _____ Building _____</p> <p>To: Grade _____ Building _____</p> <p>Signature: _____ Date _____</p> <p style="text-align: center;">Teacher</p> <p>Signature: _____ Date _____</p> <p style="text-align: center;">Building Principal</p> <p>Signature: _____ Date _____</p> <p style="text-align: center;">Building Principal</p> <p>Name _____ Date _____</p> <p>From: Grade _____ Building _____</p> <p>To: Grade _____ Building _____</p> <p>Signature: _____ Date _____</p> <p style="text-align: center;">Teacher</p> <p>Signature: _____ Date _____</p> <p style="text-align: center;">Building Principal</p> <p>Signature: _____ Date _____</p> <p style="text-align: center;">Building Principal</p> <p>We wish to request Professional Growth Opportunity for the _____ school year. We are aware that this is for one year only and may be renewed for one more year and/or made permanent with the approval of all the parties concerned. Remember, you maintain your seniority in your old position.</p> <p><b>APPROVAL:</b></p> <p>_____ Superintendent of Schools</p> <p style="text-align: right;">Date _____</p>

- b) Individuals who have been excessed internally or who are returning from leave may request that their names be placed on the PGO list after the meeting for selection of positions on or about May 30th each year.

2. Duration - A PGO is for one school year only, but it may be renewed for an additional year if all parties agree. All parties mean both teachers and principal(s) and the superintendent.
3. Seniority - The individuals who trade with each other as a part of a Professional Growth Opportunity maintain their seniority at the grade level in the building they left. Thus, seniority stays with their original positions.
4. Permanent Change - A PGO may become a permanent assignment with the agreement of all parties. If it becomes permanent, each teacher maintains his/her tenure area seniority in his/her new position.
4. Voluntary Transfers - Voluntary transfers to positions for the next school year will not be considered until the PGO procedure is completed.

**E. Procedure for Filling Vacancies on the Administrative Staff**

**1. Notice**

The Superintendent's Office will advertise vacancies on the administrative staff. Notification shall be given to local District employees as soon as general notice is given.

**2. Application**

Qualified individuals from within or outside the District who desire to be considered for the open position on the administrative staff shall place a letter of application on file in the Superintendent's (Personnel) Office, indicating such desire and qualifications.

**3. Selection**

Selection will be determined by the qualifications of the individual.

**4. Disposition**

Each application submitted will be acted upon and the applicant notified in writing on the disposition of the request.

**ARTICLE 8 - EVALUATION**

The evaluation procedure used in the school district shall be posted in each school building.

Such procedure shall include the following:

1. Who may evaluate.
2. How often a teacher is to be evaluated (as a minimum).
3. Method by which evaluation is recorded.
4. Provision for follow-up.

The parties agree to establish a committee to study the evaluation procedure. The committee membership shall be determined by the Superintendent and the Association President. At the conclusion of their study, the committee shall present its findings to the Superintendent and the Association President for review.

**ARTICLE 9 - PROFESSIONAL IMPROVEMENT**

**A. Continuous Training**

The parties support the principle of continuous training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.

**B. College Credits**

Teachers are encouraged to plan an educational program on a graduate level leading at least to the M.A. Degree.

Any teacher who plans to take course work beyond the required BA +30 or MA/MS degree shall obtain prior approval from the assistant superintendent for instruction. If approval was obtained and the District has been given proof of satisfactory completion of course work, the teacher will be paid the appropriate compensation.



#### C. Workshops - Inservice

Arrangements shall be made for after-school courses, workshops, conferences, and inservice programs designed to improve the quality of instruction. Qualified people shall present such programs.

#### D. Professional Conferences

The Board encourages requests for permission to attend professional conferences. Such requests shall be made to the appropriate administrator, at least one month in advance, and, whenever possible, several months in advance, preferably prior to the budget computation date. Written rationale supplied by the teacher requesting permission to attend a professional conference will be submitted to the teacher's immediate superior. Attendance at approved conferences shall require a written report of the conference activities which are pertinent to the educational program in Vestal. Reimbursement will be made by the District after an itemized expense voucher has been submitted and approved.

#### E. Growth Activities

All professional staff members shall be expected to take advantage of opportunities for growth.

The Administration shall from time to time encourage the development of increased competence through growth activities such as the following:

1. Workshop - Inservice Programs
2. Attendance at conferences and other education programs within and outside the District
3. Visitation programs
4. Advanced training by colleges and universities

#### F. Health Activities

The Association will contribute \$1000 per year to the district-wide Wellness Committee for the purpose of improving employees' physical and mental well-being.

#### G. Courses for Inservice Credit

1. Allowance on the salary schedule for inservice courses must have prior approval of the Central Administration except that teachers designated by the Administration through the evaluation process as needing inservice courses for remediation purposes shall not receive credit for educational advancement on the salary schedule.
2. Credit hours will be granted on a basis of one credit hour for each ten hours of approved inservice work. However, they may not exceed 3 credit hours for one course or 6 credit hours a year.
3. Unless an exception is made by the Superintendent, teachers may not receive credit for more than 6 hours of inservice work in any one school year - no more than 18 credit hours in any five-year period and no more than 60 total credit hours for inservice.
4. The Vestal Teachers Association will encourage teachers to participate in inservice programs.

#### H. Outdoor Education

The Administration will approve three hours of inservice course credit in outdoor education for teachers who participate in the Outdoor Education Program during the school year on a full-time basis.

Full-time is defined as attendance at camp round-the-clock from time of reporting on Monday to departure on Friday of the week their building is in attendance at camp, except for approved absences not to exceed more than one day of such absence.

### ARTICLE 10 - SEPARATION

Persons wishing to resign must file a written notice of resignation at least 30 days prior to the effective date of resignation. Under extenuating circumstances, the Superintendent may waive the required 30-day notice.

At any time during the probationary period of service, staff members may be dismissed with 30-day notice upon the recommendation of the Superintendent and a majority vote of the Board of Education in accordance with Section 3031 of the Education Law.

## ARTICLE 11 -GRIEVANCE

### A. Purpose

It is the desired objective of the parties to encourage the prompt and informal resolution of employee complaints in relation to the provisions of this agreement as they arise and to provide recourse to orderly procedure for the satisfaction of such grievances.

### B. Definitions

1. "Grievance" as used in this agreement is limited to a complaint or request of a grievant or the Association which involves the interpretation of, application of, or compliance with the provisions of this agreement.
2. "Grievant" shall mean an employee, group of employees, or the Association.
3. "Days" shall mean school days as designated on the current school calendar. For the time period of June, July, August, and September which begins with the conclusion of the regular school year calendar and concludes with the start of a new school year, calendar "days," with the exception of holidays, will be considered weekdays.
4. "Principal" shall mean Building Principal.
5. Time limit for filing a grievance - Failure to present a grievance within twenty (20) days after the occurrence of the claimed grievance event or of the grievant's first knowledge of that event shall result in a waiver of all rights involved.
6. If a response by either party is not given within the stated time lines, the grievance will automatically proceed to the next level. Modification or adjustment of time lines must be mutually agreed upon in writing.

### C. Grievance Procedure

#### Informal Meeting

A grievance may first be informally discussed with the grievant's principal; the objective would be to resolve the matter informally. The employee may

1. Discuss the grievance personally, or
2. Request the Association representative to accompany him or her, or
3. Request the Association representative to act in his or her behalf.

#### Level 1

If the grievance is not resolved informally, the Association will meet with the grievant and will decide if the grievance will be filed at Level 1. If the decision is to file a Level 1 grievance, then the Association Representative will file a written grievance at Level 1 with the Principal.

No later than ten (10) days after the presentation of the Level 1 grievance to the Principal, the Principal shall make a decision and communicate the decision and reasons therefore in writing to the Association Representative and to the Superintendent of Schools.

If the Association requests that a Level 1 meeting be waived by the Principal, such a request will be made at the time of filing with a copy to the Superintendent. The Superintendent shall make a determination within five (5) days of receipt of the request. Determinations shall be in writing to the Association and the Principal.

#### Level 2 - Superintendent's Review

If the Association is not satisfied with the decision arrived at under Level 1, the Association may within five days file with the Superintendent an appeal in writing requesting the Superintendent to review the matter. Such an appeal shall include, among other things, a summary of the grievance and a statement of why the determination of Level 1 was unsatisfactory.

The Superintendent or his/her designee shall meet with the Association Representative at a reasonable time and place designated by the Superintendent within five days after the receipt of the appeal. During the summer months such meetings will be held within 15 days. Such meeting shall be an attempt to resolve the grievance.

Within (10) ten days after such a meeting or meetings, the Superintendent or his designee shall make a decision in writing to the Association, setting forth conclusions with respect to the grievance, and setting forth reasons for such conclusion.

### Level 3 - Arbitration

If the Association is not satisfied with the disposition of the grievance at Level 2, the Association may within ten (10) days submit the grievance to arbitration with the American Arbitration Association. The parties will then be bound by the rules and proceedings of the AAA in the selection of an arbiter.

The arbiter will have authority to hold hearings and make procedural rules. The Association and the Superintendent shall have standing to be heard at such hearings. Any of the persons having standing, as well as the arbiter, may request a written transcript of such hearings. The arbiter may request and obtain from the various parties all pertinent information not privileged by law, in their possession or control, and which is relevant to the issues raised by the grievance. All hearings held shall be closed sessions, and no news releases shall be made concerning the progress of the hearings.

The arbiter's report shall be submitted in writing to the District and the Association and shall set forth the findings of fact, reasonings, conclusions and decisions on the issues submitted.

The arbiter shall have no power or authority to make any decisions which require the commission of an act prohibited by law or pertaining to tenure or which shall be violative of the terms of this agreement. The decisions of the arbiter shall be final and binding upon all parties.

The expenses of the arbitration, including the arbiter's fees and expenses, a transcript of the hearings, etc., shall be shared equally by the Association and the District.

## **ARTICLE 12 - TEACHER-ADMINISTRATOR LIAISON**

### **NOTE**

The parties have negotiated a memorandum of understanding which includes ground rules for the provisions contained in this article. The parties have agreed to review the terms of the memorandum after a two-year period.

#### **A. VTA - Building Administration**

The Principal of each school building shall meet with a Building Committee or a Building Representative Chair, elected by the teachers in each building, at least once per month during the school year to discuss matters of mutual concern on the building level. Such meetings may be cancelled by mutual consent of the Principal and the Building Representative.

#### **B. Professional Council**

There is hereby established a Professional Council composed of seven members. Three of them shall be teachers selected by the Vestal Teachers Association - 1 High School, 1 Middle School, and 1 Elementary teacher - and three members appointed by the Superintendent. The Superintendent shall be the non-voting chair of the Council.

The Professional Council shall meet on call of the Superintendent or by the call of three members of the Council to discuss and study subjects mutually agreed upon relating to the school system.

If a majority of the members of the Council agree that an item shall be brought before the Council for discussion the item shall be included in that Council's agenda.

The Council shall establish its own rules of procedure but shall provide that its topics, discussions, and recommendations shall be forwarded to the Board of Education for its consideration. The Council shall meet with the Board regarding its topics, discussions, and recommendations at times designated by the Board.

The Council may recommend the formulation of committees composed of other teachers and administrators, who shall be appointed by the Vestal Teachers Association and the Superintendent, respectively, to study and report on mutually agreed upon topics.

## ARTICLE 13 - SUMMER PROGRAMS

In the event that a state-approved summer school program exists, the following shall apply:

### A. Adequate Publication

All openings for summer school positions shall be adequately publicized in each school building as early as possible and teachers who have applied for such positions shall be notified of the action taken regarding their applications as early as possible. Under normal circumstances, summer school openings will be publicized not later than the preceding March 1, and teachers will be notified of the action taken not later than June 1.

### B. The Administration will notify the Vestal Teachers Association by means of a copy of the notice announcing secondary summer school openings at the time when such notice is distributed for posting in the schools.

### C. Filling Positions

Such positions in the Vestal summer school will, to the extent possible, be filled first by regularly appointed teachers in the Vestal Central School District.

### D. BOCES Summer School

The District may contract summer school programs through BOCES under the condition that Vestal teachers who are teaching in the program are paid at a level no less than the amount listed for summer school in Article 16-E of this contract.

## ARTICLE 14 - LEAVES

### A. Sick Leave

Sick leave of ten (10) working days a year shall be allowed employees each year for the first three years of employment without loss of salary.

Each employee, after completing three (3) years of employment, shall receive an additional 15 days of accumulated sick leave. Sick leave of 15 working days a year without loss of salary shall be allowed employees who have completed three years of employment.

### B. Accumulated Sick Leave

The unused days, actually earned, shall be added at the end of each school year to the employee's sick leave reserve, provided that such sick leave reserve shall not exceed a total of more than two hundred (200) days in any one school year.

An employee may accumulate no more than 200 days of sick leave as of June 30th of any school year. The full number of sick days shall always be added in September, but the accumulated sick days, when applicable, will return to 200 in June.

Each year the District will notify each employee of the amount of sick leave accumulated as of the previous June 30, as promptly as data processing facilities permit.

### C. Extension to Sick Leave - Sick Leave Bank

1. Extension to Sick Leave - Extensions of sick leave up to an additional five (5) days with pay may be granted in special circumstances by the Superintendent.

#### 2. Sick Leave Bank

a. A sick leave bank to be administered by a joint committee shall be established and maintained by the parties. The bank is established with 200 days.

b. Joining - Each employee will automatically become a member of the sick leave bank and is required to donate one of his or her sick leave days to the bank. If the employee does not want to be a part of the bank, he/she must fill out a Sick Bank Refusal of Enrollment Form (see next page). Such election must take place prior to his or her first paycheck.

-----VESTAL TEACHERS ASSOCIATION-----  
**SICK BANK REFUSAL OF ENROLLMENT FORM**

I hereby decline my membership in the Vestal Teachers' Association Sick Leave Bank. This declination is made with full knowledge of the terms in the collective bargaining agreement.

I understand that should I request membership at a later time, I will be subject to the applicable terms of the collective bargaining agreement, including waiting periods and deduction of sick days as required.

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association Representative's Name (Print)

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Date

**Return to Personnel by First Payroll Date**

If the bank is exhausted, each member shall be required to contribute one additional day to maintain his/ her membership. The District will match each of these days. Members of the bank who receive only 10 sick leave days will automatically be given one day from the Bank if they exhaust their accumulation.

If an employee chooses not to join but wishes to join at a later date, she/he must repay all the days that he/she would have donated if she/he had not opted out of the Bank. Additionally, she/he will not be eligible to withdraw days from the bank for a period of one year.

**c. Eligibility to Use the Bank -**

The employee must first exhaust all personal sick leave days.

The employee must be out of work for a period of at least ten (10) continuous days, paid or unpaid. The employee will be paid retroactive to the first day of unpaid absence. In cases where there is a chronic illness or where ongoing treatment causes continuing absence after the person returns to work, the ten (10) consecutive day rule is waived.

The employee must present the district with a physician's statement from his/her doctor indicating the reason for the absence, period of recovery, anticipated return date, and requested accommodations if any.

The District may, at its expense, ask the employee to see a District-appointed doctor.

The maximum number of days that can be used by any employee is one hundred eighty (180) days in a career.

The Bank shall not be used for elective surgery which could be performed at a time when school is not in session.

Days from the Bank shall not be used in conjunction with Article 14 E., paragraphs two and three.

**d. Applications to the Bank**

All applications to withdraw days from the Bank should be on the appropriate Sick Bank Request Form (see next page) which can be obtained from the personnel office. All applications must be returned to the personnel office and will be reviewed by both the Superintendent or his designee and the President of the Teachers' Association or designee and they will forward all approved applications to personnel.

Teachers who borrow sick days from the bank will be required to repay them to the bank. At the end of each school year they will be required to repay the equivalent of one half of the remaining days from the newly credited (10/15) days for that year. Such payments will continue until the debt is repaid or the person leaves the District at which time the debt will be forgiven.

**VESTAL TEACHERS' ASSOCIATION  
SICK LEAVE BANK REQUEST FORM**

Name \_\_\_\_\_

Building \_\_\_\_\_

Date \_\_\_\_\_

I am requesting \_\_\_\_\_ days from the Sick Leave Bank. Please find attached a letter from my doctor explaining my medical situation, prognosis, and an estimated or anticipated date of return (if possible to give at this time).

Signature \_\_\_\_\_

Date \_\_\_\_\_

PLEASE RETURN TO THE PERSONNEL OFFICE  
DO NOT WRITE BELOW THIS LINE

-----  
FOR OFFICE USE ONLY

Date of last sick day \_\_\_\_\_

Number of days of continuous absence \_\_\_\_\_ (or same illness if chronic)

Notes of any action needed:

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

**D. Approval**

All sick leave is subject to the approval of the Superintendent, and satisfactory proof of illness must be submitted when requested.

**E. Family Illness**

Absence because of illness in the immediate family shall be allowed for a period of up to five (5) working days in each school year without loss of salary. These days are not to be deducted from sick leave.

Should any member of the bargaining unit use all of the available family illness days of the above paragraph and have additional family illness, he or she shall be granted up to an additional five (5) days per annum chargeable to his or her accumulated sick leave subject to providing satisfactory proof of necessity to the Superintendent for approval.

Should any member of the bargaining unit use all of the available family illness days of the preceding paragraphs and have additional family illness, he or she may apply for additional days from the Superintendent. The Superintendent may grant more family illness days which would be chargeable to the employee's accumulated sick leave. The Superintendent may ask for medical verification of the family illness. This paragraph is not subject to the grievance procedures established pursuant to this contract.

**F. Definition - Family Illness**

1. Immediate family is defined as the spouse of a staff member, their children, the parents of the staff member or spouse, or relatives with whom members of the bargaining unit have had a long and unusually close relationship.

2. If a request for leave by a member of the bargaining unit under that portion of this section which reads "relatives with whom members of the bargaining unit have had a long and unusually close relationship" is denied, the action is not subject to the grievance procedures established pursuant to this contract.

G. Bereavement

Absence with pay will be given to instructional personnel in cases of death in the immediate family, in the amount of a maximum of four (4) days for each death. These days will not be deducted from sick leave.

H. Definition - Bereavement

1. Immediate family is defined as the spouse of a staff member, their children, the parents of the staff member or spouse, or relatives with whom members of the bargaining unit have had a long and unusually close relationship.
2. If a request for leave by a member of the bargaining unit under that portion of this section which reads "relatives with whom members of the bargaining unit have had a long and unusually close relationship" is denied, the action is not subject to the grievance procedures established pursuant to this contract.
3. The Superintendent may grant a bereavement day(s) to employees in unique circumstances.

I. Jury Duty

School employees are encouraged to fulfill their civic obligations in cases of jury duty. The difference between any compensation received and the regular pay of the employee within the District shall be made up by the District. No maximum limit is set in cases of absences for jury duty.

J. Legal Commitments and Transactions

The Building Principal may permit an employee an absence of not more than three (3) days per year to transact any commercial or court business (see form which follows). Any additional absence for these reasons may be approved by the Building Principal but will be considered an absence without pay.

An employee who desires to register, or attend classes, seminars, or meetings at a college or university approved by the State Education Department to offer courses for certification for the purpose of taking a course(s) for provisional or permanent certification appropriate to the field in which he or she is teaching may use up three (3) days paid leave under this section. Other activities necessary for such certification shall require prior approval by the Superintendent or designee.

An employee who is taking a family member (see 14.F.1) back to an institution of higher learning, providing that the event for which time off has been claimed cannot be accomplished during non-school time, may be granted with pay up to a maximum of three (3) days provided under this section. This provision shall also apply for other college transactions and activities, including registration, graduation, and other activities as approved by the Superintendent or designee. Leave granted for these purposes or contained herein may not be extended by any other provision of the contract whether that leave be paid or not.

The parties understand and agree that leave under this section of the agreement shall not be used for employee participation in activities which would result in additional remuneration or economic gain for the employee. Examples of prohibited activities include conferences, conventions, and seminars during which the employee receives direct compensation, honorariums, or any other form of economic gain.

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6. Personal leave day shall not be deducted from sick leave.

7. If the personal leave day is not used, it will be added to the accumulated sick leave provided the maximum number of days allowed for accumulation has not been reached.

**M. Extended Leave**

The Superintendent of Schools shall recommend to the Board of Education that a leave of absence without compensation not to exceed two years be granted an employee upon receipt of written notification for reasons of family responsibilities, health, or educational advancement. The Superintendent of Schools may recommend to the Board of Education that a leave be granted for reasons other than those listed above.

During the period of said leave, the employee shall maintain the status that the employee had when the leave began, but the employee shall not accrue any additional benefit to said status during the period of the leave.

**N. Military Leave**

Any regular employee who may be conscripted or volunteers in lieu of conscription or is called up as part of the national reserves into the defense forces of the United States or the State of New York for services or training shall be granted a military leave.

The employee shall be reinstated to his or her position in the school system with full credit including the annual increment under the salary schedule in effect at the time of his or her return upon compliance with Section 243 of the Military Law. Such military leave will be granted without pay.

**O. Short Term Leaves**

Unpaid short term leaves, not to exceed five (5) days per year, may be granted by the Administration upon request. Such determinations shall not be subject to the grievance procedure.

**P. Leave for Elected Officials**

The District shall grant an unpaid leave of absence up to two (2) years, upon request, to any employee elected to the full time position of President or Vice President of NEA/NY.

**ARTICLE 15 - INSURANCE**

**A. Health Insurance**

The employee shall pay the following amounts towards the annual premium of the health insurance plan in place in 1989 or its equivalent.

Coverage & Year	99-00	00-01	01-02	02-03	03-04
Individual	\$0	\$30	\$40	\$50	\$60
Family 5% of Premium +	\$0	\$30	\$40	\$50	\$60

The Board of Education shall pay the remaining amount of the annual premium of the health insurance plan in place in 1989 or its equivalent and then remit the full premium to the appropriate paying agency.

The employee pharmacy co-pay for the prescription drug rider shall be in accordance with the schedule below.

Generic/Brand by Year	99-00	00-01	01-02	02-03	03-04
Co-pays	\$3/\$6	\$3/\$6	\$3/\$7	\$4/\$7	\$4/\$7

Prescriptions filled by mail order shall have employee co-pays of \$2/generic and \$4/brand throughout the term of the agreement.

**B. Dental Insurance**

The Board of Education shall pay the following percentage of the annual premium of the dental insurance plan in place in 1989 or its equivalent.

Individual ..... 100%  
 Family ..... 100%

The parties agree to the establishment of a committee to review alternatives to the present dental plan, with the provision that the cost of a new plan shall not exceed the present expenditures by the school district. Composition of the committee, protocols and procedures, and time lines to be mutually agreed upon by the parties.

**C. Insurance Alternative**

1. An individual who qualifies for health insurance may choose an alternative buyout. The alternative shall be \$1000 which shall be paid in the following manner:

December .....\$500  
 May/June .....\$500

2. The choice for the buyout and alteration of that choice must occur in accordance with the timetable and rules for selection change established in the IRS 125 Plan document developed by the parties.
3. This selection must occur in September of each plan year effective October 1 of each year.
4. During the plan year changes can only occur in that selection if the employee has had a "significant life change" as defined by the IRS.

- D. The parties agree to establish a committee to study the health insurance program. Committee membership shall be determined by the Superintendent and Association President. The primary goal of the committee shall be the identification of cost containment measures. The amount of cost containment measures identified, if any, which lowers the anticipated increase in health insurance costs will be used to upgrade the dental plan. The first fifteen thousand dollars (\$15,000) identified will be used to upgrade the dental plan. Thereafter, one half of the amount identified will be used to upgrade the dental plan, and one half will be used for cost containment.

**E. Section 125 Cafeteria Plan/Flexible Spending Accounts**

1. The District will pay the one-time setup fee which covers the cost of preparing a plan document and related expenses incurred by the Plan Administrator in setting up the plan.
2. Bargaining unit members participating in a Medical Care Reimbursement Account or a Dependent Care Reimbursement Account will pay the monthly administrative fee for these accounts.
3. Bargaining unit members participating in a Medical Care Reimbursement Account will be permitted to redirect up \$1,000 into said account during a given plan year.

**ARTICLE 16 - SALARY SCHEDULE**

A. Entry Level	1999-00	2000-01	2001-02	2002-03	2003-04
1. Amount	\$29,400	\$30,300	\$31,200	\$32,100	\$33,000
2. Credit for new teachers, full-time teachers who become part-time, excessed teachers who are recalled, and teachers returning from leaves of absence					
a. 1. Each unit member shall have a full time base salary.					
2. The full-time base salary of newly hired employees shall be based upon a cell from the Historical Review of Salary Increases ("HRSI"-See Memorandum of Understanding of June 23, 1994) and shall reflect the experience credit negotiated between the newly hired unit member and the Superintendent of Schools or her/his designee. The parties agree and understand that there is no stated or implied requirement that predetermines the experience credit that a newly hired employee would receive upon his/her appointment. That is, experience credit shall be determined by agreement between the newly hired unit member and the Superintendent or her/his designee. The new employee's cell assignment shall be in compliance with the Save Harmless Clause in Article 16.A.2.c.					
3. The full-time base salary for all unit members who work more than sixty (60) school days including legal holidays in a given year shall be increased by the newly negotiated raise for the subsequent year.					

4. The full time base salary for all unit members working less than sixty (60) school days including legal holidays in a given year shall not be increased by the newly negotiated raise for the subsequent year. Instead, the unit member's full-time base salary shall reflect the change in the appropriate cell on the "HRSI."
5. A unit member who voluntarily or involuntarily (excessed) goes to part-time status shall receive a prorated salary which, on a percentage basis, reflects her/his full-time equivalent status. During each year of part-time status, the unit member's full-time base salary shall reflect the full-negotiated raise, provided that the requirements in item #3 above are met. The unit member's actual salary paid shall reflect his/her full-time equivalent status. Thus, a 0.5 teacher shall receive 50% of her/his base salary after the newly negotiated raise has been added.
6. A unit member who has been excessed or who has been on a leave of absence and returns to the district shall have a new full-time base salary. This figure shall be determined by finding the difference between his/her cell at the time of departure and the next subsequent cell during the year of return. This difference as found on the "HRSI" would be added to his/her previous full-time base salary. This sum would become the new base salary.

b. Graduate Credit Hours (New Hires)

Year	1999-00	2000-01	2001-02	2002-03	2003-04
15 Hour Blocks	\$200	\$200	\$200	\$300	\$400
Masters	\$450	\$600	\$750	\$750	\$750
Certificate of Advanced Study (CAS)	-	\$750	\$900	\$900	\$900
Doctorate	-	\$1,000	\$1,200	\$1,200	\$1,200

The foregoing amounts shall be added to the base salary and shall become part of the base salary; this addition shall occur only once. Maximum allowable figures are Bachelors plus 60 graduate hours or Masters plus 30 graduate hours and payment for up to two (2) masters degrees, two (2) CAS degrees, and two (2) doctoral degrees.

c. Save Harmless

1. No presently employed teacher shall receive less than \$200 more than the entry levels.
2. A new employee's experience credit and salary shall not exceed an amount determined by the figures displayed on the table entitled "Experience Credit and Maximum Cell Number" (Exhibit C), excluding compensation the new employee would receive based upon earned graduate hours and earned degrees. Furthermore, no new employee may be assigned a cell number which exceeds cell #25.

B. Educational Preparation Credits

1. Credit Hours:

Year	1999-00	2000-01	2001-02	2002-03	2003-04
15 Hour Blocks	\$200	\$200	\$200	\$300*	\$400*
Masters	\$450	\$600	\$750	\$750	\$750
Certificate of Advanced of Study (CAS)	-	\$750	\$900	\$900	\$900
Doctorate	-	\$1,000	\$1,200	\$1,200	\$1,200

\*Payment would be for blocks of 15 hours completed in fiscal year 2000-01 or later.

The foregoing amounts shall be added to the base salary and shall become part of the base salary; this addition shall occur only once. Example: An employee earning one masters degree verified by official transcript received in the personnel office by September 1, 2000 would receive \$600 dollars added to the base salary; in September, 2001 the employee would receive an additional \$150 (the difference between \$750 - \$600 = \$150). Maximum allowable figures are Bachelors plus 60 credits or Masters plus 60 credits; **EFFECTIVE 7/1/99:** payment for up to two (2) masters degrees, two (2) CAS degrees, and two (2) doctoral degrees, is permitted with no retroactive payment prior to 7/1/99.

Payment for educational credits will be based on the following:

a. Full Payment:

To receive full compensation for educational credits, a teacher must provide the District with appropriate transcripts by September 1st.

b. Partial Payment:

One half of the compensation for education credits will be granted if the District is provided with appropriate transcripts by February 1st. The remaining one half will be paid the following September.

C. Salary Increases - See Exhibit B

Salary increases will be based on the base salary but will not include extracurricular or above-contract compensation from the previous school year.

1. 1999-00 \$1,100 plus \$47 for each year in public education.
2. 2000-01 \$1,100 plus \$50 for each year in public education.
3. 2001-02 \$1,140 plus \$51 for each year in public education.
4. 2002-03 \$1,150 plus \$52 for each year in public education.
5. 2003-04 \$1,175 plus \$54 for each year in public education.

D. Exhibit A

The Salary Schedule listed as Exhibit A is for employees providing service in the area of Extracurricular Activities. Appointments to and termination of extracurricular assignments will not be subject to the grievance procedure.

Increases for	1999-00 no change
	2000-01 will be 7.8%
	2001-02 will be 3.9%
	2002-03 will be 3.9%
	2003-04 will be 3.9%

E. Other Stipends	7/1/99-6/30/00	Effective 7/1/00	7/1/01	7/1/02	7/1/03
	No Change	\$25.60	\$26.60	\$27.65	\$28.75
Curriculum Work					
Inservice Work					
Curriculum Teaching					
Summer School					
Evening Teaching					
Home Teaching					
Inservice Teaching					
SNT/ESL: Prorated hourly rate based on entry-level salary					

Note: Payment is for time beyond the regular teaching day/year

F. Guidance counselors shall be covered per decision of the Department of Audit and Control.

G. Unless law otherwise dictates, a teacher's pay schedule of either 21 equal paychecks or 26 at the employee's option will always begin on the second Thursday following Labor Day.

**ARTICLE 17 - DUES DEDUCTION**

A. The District shall deduct dues from the salaries of members who sign the following Designation and Payroll Deduction Authorization.

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### Designation and Payroll Deduction Authorization

Social Security Number \_\_\_\_\_

Name - Last, First \_\_\_\_\_

District Name \_\_\_\_\_

Association \_\_\_\_\_

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above association, to deduct from my salary and transmit to said association dues as certified by said association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieves the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

Member Signature \_\_\_\_\_ Date \_\_\_\_\_

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- B. Additionally, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association an agency fee in the amount equivalent to the unified dues of the Association and to transmit the sums so deducted to the Association in a check separated from the dues deductions.
- C. Deduction of this agency fee provided for in Section B of this Article shall be made consistent with the dues deduction policy of the District. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.
- D. The Association will provide the District with a list of membership by the first payroll each September.
- E. The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorneys fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid contract provision by reason of any actions or suits brought against the District by any employee in this unit.
- F. The District and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

#### ARTICLE 18 - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law.
- B. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of the Agreement shall continue in effect.
- D. The parties agree that all negotiable items presented at the table have been discussed during the negotiations leading to this Agreement. The parties, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

However, before the Board adopts a change in policy which affects the teachers' wages, hours or other conditions of employment not covered by this Agreement, the Board will notify the Association by means of its meeting agenda. The Association will be given timely opportunity upon a written request one day prior to the meeting to express its views on the proposed change.

## ARTICLE 19 - TEACHER RESPONSIBILITIES

- A. All teachers are directly responsible to the Building Principal. If a teacher works in more than one building, the teacher is responsible to each Building Principal while working in that Principal's building.
- B. Lesson plans should be made and kept up to date (revised daily when necessary) for at least one week in advance. The primary purpose of lesson plans is to improve instruction, but they are for use by a substitute teacher when necessary. Lesson plans provide an excellent record and an aid for future planning. In addition to the weekly plan, the teacher should have an outline indicating the time allotment for the duration of the course.
- C. Faculty meetings shall be scheduled by each Building Principal. District-wide meetings will be held during the school year as required.
- D. Teachers are urged to cooperate with the PTA and other community groups and to participate in their programs and activities.
- E. Written permission shall be received from the Superintendent by outside agencies before any soliciting of funds from school personnel.
- F. No information regarding a student shall be disclosed to anyone other than to his or her parents or guardians or representatives authorized by the school.
- G. Teachers shall not collect or accept money from school children except for purposes previously approved in writing by the Administration. Money should not be left in classrooms or teachers' desks overnight but should be forwarded to the proper office.
- H. Before a privately owned car can be used for school business purposes, appropriate forms supplied by the Superintendent must be filed with the Superintendent's Office and its use approved by the Superintendent. The reimbursement rate for persons using their cars for school purposes shall be in accordance with the Internal Revenue Service guidelines.
- I. When it is necessary for a teacher to be absent for any reason, the teacher must notify the District Designee as soon as possible (preferably the day before). The District Designee shall notify the Central Office - the Central Office shall employ to the extent possible a competent substitute. The teacher is encouraged to suggest or recommend a replacement to the District Designee, but all arrangements are made by the Central Office.
- J. Teachers are expected to serve within reason on appropriate committees deemed advisable by the Administration to develop curriculum methods and the educational program of the District.

## ARTICLE 20 - PROFESSIONAL BEHAVIOR AND CODE OF ETHICS

- A. The parties adopt the Joint Code of Ethics as originally adopted by the New York State Teachers Association and the New York State School Boards Association as set forth in Appendix A. The VTA will use its best efforts to correct breaches of professional behavior by any teacher. The Board of Education shall assist the Association by notification of any alleged breach of the code that will come to its knowledge.

### JOINT CODE OF ETHICS

The New York State School Boards Association and the New York State Teachers Association have jointly issued the following statements as common beliefs:

1. The teacher and the School Board recognize that, while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend and the prerogative of the Board to determine final policy.
2. The teacher is obligated to adhere to the School Board policy; the School Board is obligated to establish policy that is consistent with federal and state laws and regulations and to adhere to such policy.
3. The teacher and the School Board transact all official business through proper channels and hold inviolate all confidential information.
4. The teacher and the School Board recognize their obligations to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views on religion, race, or partisan politics.

5. The teacher and the School Board agree that due notice in fair time be given in all cases of appointment, resignation, or termination of service.
  6. The teacher and the School Board avoid disparagement of fellow workers and predecessors.
  7. The teacher and the School Board are impartial in all relationships with the pupil.
  8. The teacher and the School Board encourage able and promising students to enter the teaching profession.
  9. The teacher receives from the administrator candid appraisal of his or her work and help with his or her problems; the School Board requires such supervisory assistance.
  10. The teacher actively participates in the work of local, state, and national professional educational associations; the School Board actively participates in the work of township, county, district, state, and national school board associations.
  11. The teacher uses ethical procedures in securing positions and in maintaining salary schedules; the School Board uses ethical procedures in filling positions and in maintaining salary schedules.
  12. The teacher accepts no compensation from firms commercially interested in the school; no member of the School Board accepts compensation.
  13. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the School Board provides conditions under which this can be accomplished.
  14. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the School Board provides healthful teaching environment.
  15. The teacher develops through continued study, travel, participation in professional and community life and through wholesome human relationships; the School Board stimulates and encourages professional growth of the teacher.
  16. The teacher is proud of his or her profession; the School Board is proud of its teacher.
- B. No teacher shall be disciplined or reprimanded or reduced in compensation without just cause.
  - C. The primary role of the teacher is to bring his or her full ability to the classroom in order that the students will be able to obtain the maximum benefit of the educational process.
  - D. The teacher discourages gifts from pupils.
  - E. A teacher shall not use his or her professional position as a teacher in the Vestal Central School District as an influence to sell or solicit for private gain. A teacher shall not be permitted to sell any publications or other materials to students within the school for which the teacher receives a profit.
  - F. Section 75 Letters - For employees covered by Section 75 of Civil Service Law, correspondence pertaining to meetings which result in no action by the administration or the Board of Education shall not be maintained in personnel files. Said correspondence shall be kept in a separate file maintained by the Superintendent of Schools or designee. Copies of said correspondence shall be available to the President of the Association or designee, if requested by the President.

#### **ARTICLE 21 - PART-TIME EMPLOYMENT**

The following conditions shall prevail regarding part-time teachers:

- A. Teachers who had been full-time teachers and subsequently became part-time teachers are recognized as part-time teachers and shall be permitted to continue their part-time status with the approval of the Administration.
- B. Teachers who are presently full-time teachers and are not in probationary status are eligible to request of the Administration that they be permitted to be employed on a part-time status subject to the availability of part-time positions as part of the authorized Table of Organization for that school year or with the prior approval of the Administration that they be permitted to be paired so that two part-time teachers are filling one teaching position.

- C. Any eligible teacher who requests and is approved for part-time status will receive full seniority credit as though the teacher was teaching full-time, provided the teacher serves in the position for the full school year. An eligible teacher who applies for part-time status must commit to that status in writing for a full school year.
- D. Eligible part-time teachers may request to continue in part-time status subject to the number of part-time positions in the approved Table of Organization or in the case of "pairing" with the approval of the Administration. Eligible teachers who have been in part-time status will be given priority to remain in part-time status. In the event that there are not sufficient positions to meet the requests for part-time status, seniority in the tenure area will be used to determine who should be offered the opportunity to remain in part-time status. In the event that there are more positions than continuing eligible part-time teachers, the Administration may canvas the teaching staff for more volunteers. If sufficient eligible part-time personnel cannot be determined, then the Administration may fill the positions in the manner it deems appropriate.
- E. Eligible part-time teachers who desire to return to full-time status or are returned to full-time status at the discretion of the Administration will be placed on a Tenure/Certification Area List along with those teachers who are being involuntarily transferred. A selection process for full-time openings will be by seniority with the most senior teacher selecting first. Prior to the next school year, all eligible part-time teachers will return to full-time status to implement this selection process.
- F. An eligible teacher who requests and is approved for part-time status will receive salary on a pro rata basis and will receive (subject to insurance requirements for eligibility) full health and dental insurance; Article 14 leave provisions will be on a prorated status; a part-time teacher cannot receive benefits greater than his or her daily rate on a prorated status; and he or she continues to be defined as part of the teaching unit for bargaining purposes.
- G. Persons who have been appointed to fill positions in the Table of Organization since 1981, whose positions are less than full-time and who were not full-time teachers in the School District immediately preceding the appointment as a part-time teacher and who work fewer than 25 hours per week, may be eligible for group health and dental benefits if they meet the following conditions:
  - 1. Are appointed by the Board of Education to a part-time position of 90 consecutive calendar days or more; and
  - 2. Earn more than \$4000 per fiscal year.
  - 3. Such part-time teachers who desire health or dental benefits will share the cost of monthly premiums with the District in the following manner:
    - a. A teacher assigned to a part-time position of 40% or less, will pay 60% and the district will pay 40% of the monthly premiums;
    - b. A teacher assigned to a part-time position between 41% and 69%, the District will pay the percentage of monthly premiums which equals the part-time status and the teacher will pay the balancing percentage.
    - c. For a teacher assigned to a part-time position of 70% or more, the District will pay the full premium costs.
  - 4. The teacher's share of premiums will be deducted from his or her pay; should the teacher's pay not be sufficient to cover premium payments, advance payments will be necessary.

## **ARTICLE 22 - EARLY NOTIFICATION BENEFIT**

An Early Notification Benefit (ENB) shall provide specified payments to eligible employees.

Criteria for ENB:

- 1. To become eligible, an employee must notify the District in writing at least six (6) months prior to the date which the employee states as the date he/she is resigning for the purpose of retirement.
- 2. The employee shall have a minimum of fifteen (15) years of service with the Vestal Central School District in a position(s) covered by this collective bargaining agreement.
- 3. The employee shall retire no later than the July 1, following the date she/he is eligible for a full service retirement without penalty. Verification of the date of eligibility must be provided by the employee.



The District shall provide payment of the ENB to eligible employees based on the following schedule:

Eligible full-time employees -  $0.55 \times$  the entry level salary (Article 16.A.1.) for the fiscal year concluding on the June 30th preceding the retirement date

Eligible part-time salaried employees shall receive a prorated benefit based upon the percentage of full time equivalency (FTE); the FTE shall be set as the employee's FTE status during the last full fiscal year of employment

Payment shall be made to the employee in the September following the employee's effective date of retirement.

#### **ARTICLE 23 - DURATION**


This agreement and each of its provisions shall be effective as of July 1, 1999, and shall continue in full force and effect through June 30, 2004.

IN WITNESS WHEREOF, the Superintendent of the Vestal Central School District has placed his hand and seal and the Vestal Teachers Association has caused these presents to be signed by its duly authorized officers after ratification of this agreement by its membership.

OFFICE OF THE SUPERINTENDENT  
VESTAL CENTRAL SCHOOL DISTRICT  
TOWN OF VESTAL, BROOME COUNTY

By  December 22, 2000  
Superintendent Date

VESTAL TEACHERS ASSOCIATION

By  December 22, 2000  
President Date

Resolution of the Board of Education of Vestal Central School District, implementing subject agreement where needed and providing the necessary funds therefore was passed on

May 24, 2000

\_\_\_\_\_  
Date

  
District Clerk

SEAL

**EXHIBIT A. I. ABOVE CONTRACT**

<b>DEPARTMENT CHAIRS</b>		<b>99-00</b>	<b>00-01</b>	<b>01-02</b>	<b>02-03</b>	<b>03-04</b>
<b>LEVEL 1</b>						
<b>ART</b> - WITH 20% RELEASED TIME OR - WITH 7 DAYS RELEASED PLUS 3 ADDITIONAL DAYS WITH PERMISSION	K- 12	3273 5455	3530 5880	3670 6110	3810 6350	3960 6600
<b>GUIDANCE</b> - WITH 30% RELEASED TIME OR - WITH 7 DAYS RELEASED PLUS 3 ADDITIONAL DAYS WITH PERMISSION	K-12	2655 5310	2865 5725	2975 5950	3090 6180	3210 6420
<b>MUSIC</b> - WITH 30% RELEASED TIME OR - WITH 7 DAYS RELEASED PLUS 3 ADDITIONAL DAYS WITH PERMISSION	K-12	3273 6546	3530 7060	3670 7335	3810 7620	3960 7915
<b>LIBRARY</b> - WITH 20% RELEASED TIME OR - WITH 7 DAYS RELEASED PLUS 3 ADDITIONAL DAYS WITH PERMISSION	K-12	2655 4425	2865 4770	2975 4960	3090 5150	3210 5350
<b>LEVEL II</b>						
<b>BUSINESS</b>	9-12	1993	2150	2235	2320	2410
<b>ENGLISH</b>	7-8	1329	1435	1490	1550	1610
<b>ENGLISH</b>	9-12	1993	2150	2235	2320	2410
<b>FOREIGN LANGUAGE</b>	7-8	1329	1435	1490	1550	1610
<b>FOREIGN LANGUAGE</b>	9-12	1993	2150	2235	2320	2410
<b>HOME &amp; CAREERS</b>	7-12	1329	1435	1490	1550	1610
<b>MATHEMATICS</b>	7-8	1329	1435	1490	1550	1610
<b>MATHEMATICS</b>	9-12	1993	2150	2235	2320	2410
<b>PHYSICAL EDUCATION</b>	7-8	1329	1435	1490	1550	1610
<b>PHYSICAL EDUCATION</b>	9-12	1993	2150	2235	2320	2410
<b>SCIENCE</b>	7-8	1329	1435	1490	1550	1610
<b>SCIENCE</b>	9-12	1993	2150	2235	2320	2410
<b>SOCIAL STUDIES</b>	7-8	1329	1435	1490	1550	1610
<b>SOCIAL STUDIES</b>	9-12	1993	2150	2235	2320	2410
<b>TECHNOLOGY</b>	7-12	1993	2150	2235	2320	2410
<b>HEALTH</b>	7-12	1329	1435	1490	1550	1610
<b>LEVEL III</b>						
<b>SNT/REGISTERED NURSES</b>	K-12	1827	1970	2050	2130	2210
<b>ADVISORS</b>						
<b>ART CLUB</b>	SH	969	1045	1085	1130	1175
<b>BEAR FACTS</b>	SH	2684	2895	3010	3125	3245
<b>BUSINESS CLUB</b>	SH	969	1045	1085	1130	1175
<b>CLASS ADVISOR-FRESHMAN</b>	SH	969	1045	1085	1130	1175
<b>CLASS ADVISOR- SOPHOMORE</b>	SH	969	1045	1085	1130	1175
<b>CLASS ADVISOR- JUNIOR</b>	SH	1408	1520	1580	1640	1705
<b>CLASS ADVISOR- SENIOR</b>	SH	2684	2895	3010	3125	3245
<b>DRAMATICS CLUB</b>	SH	1408	1520	1580	1640	1705
<b>ENVIRONMENTAL AWARENESS CLUB</b>	SH	969	1045	1085	1130	1175
<b>FRENCH CLUB</b>	SH	969	1045	1085	1130	1175
<b>GERMAN CLUB</b>	SH	969	1045	1085	1130	1175

HONOR SOCIETY	SH	969	1045	1085	1130	1175
INTERACT CLUB	SH	969	1045	1085	1130	1175
MATHLETES	SH	969	1045	1085	1130	1175
MOCK TRAIL	SH	969	1045	1085	1130	1175
MULTICULTURAL CLUB	SH	969	1045	1085	1130	1175
*MUSICAL	SH	2684	2895	3010	3125	3245
ODYSSEY OF THE MIND -- DIST. ADV. -- 6 BLD. ADVS.		1684 223	1815 240	1890 250	1960 260	2040 270
PEACE CLUB	SH	969	1045	1085	1130	1175
RUSSIAN CLUB	SH	969	1045	1085	1130	1175
SCIENCE OLYMPIAD -- HEAD -- ASSISTANT (2)	SH	1684 500	1815 540	1890 565	1960 585	2040 605
SCIENCE CLUB (2)	SH	969	1045	1085	1130	1175
SENIOR PLAY	SH	1408	1520	1580	1640	1705
SKI CLUB (9-12) (2)	SH	969	1045	1085	1130	1175
SHOW CHOIR	SH	969	1045	1085	1130	1175
SPANISH CLUB	SH	969	1045	1085	1130	1175
STUDENTS AGAINST DRUNK DRIVING	SH	969	1045	1085	1130	1175
STUDENT BOOKSTORE	SH	1408	1520	1580	1640	1705
STUDENT GOVERNMENT	SH	1408	1520	1580	1640	1705
TECH AND STAGE CREW CLUB	SH	969	1045	1085	1130	1175
VARSITY CLUB	SH	1408	1520	1580	1640	1705
YEARBOOK	SH	2684	2895	3010	3125	3245
FRENCH CLUB	MS	479	520	540	565	580
HISTORY CLUB	MS	969	1045	1085	1130	1175
MATH COUNTS	MS	661	715	740	770	800
MIDDLE SCHOOL DRAMA	MS	1408	1520	1580	1640	1705
MUSICAL	MS	1408	1520	1580	1640	1705
NEWSPAPER	MS	969	1045	1085	1130	1175
SKI CLUB	MS	969	1045	1085	1130	1175
STUDENT GOVERNMENT	MS	1408	1520	1580	1640	1705
YEARBOOK	MS	969	1045	1085	1130	1175
*MADRIGAL: TO BE ALTERNATED WITH THE SENIOR HIGH MUSICAL (MADRIGAL DIRECTOR & MADRIGAL DRAMA COACH)						
BUS SUPERVISION (2)	SH	1584	1710	1775	1845	1915
BUS SUPERVISION (4)	MS	1584	1710	1775	1845	1915
BUS SUPERVISION (10)	ELEM	1584	1710	1775	1845	1915
SCIENCE DISTRIBUTION (5)	ELEM	660	715	740	770	800
CAFETERIA DUTY (6) PER DIEM	MS	15.60	16.85	17.50	18.15	18.90
<b>MUSIC</b>						
SELECT BAND	SH	1180	1275	1325	1375	1430
SELECT CHOIR DIRECTOR	SH	1180	1275	1325	1375	1430
STAGE BAND	SH	877	945	985	1025	1060
STUDIO ORCHESTRA	SH	877	945	985	1025	1060
WINTER COLORGUARD	SH	877	945	985	1025	1060
JAZZ BAND	SH	1666	1800	1870	1940	2015

ALL SEASONS SPORTS BAND DIRECTOR		4977	5365	5575	5795	6020
ALL SEASONS SPORTS BAND ASSISTANT		2944	3175	3300	3430	3560
ALL SEASONS SPORTS BAND SUPPORT POSITIONS (SHOW DESIGN, PERCUSSION, BANNERS, BRASS & WIND, DRILL INSTRUCTOR; DEPT. CHAIR WILL MAKE ANNUAL RECOMMENDATIONS TO THE ADMINISTRATION REGARDING THE DISTRIBUTION OF STIPENDS; TOTAL AMOUNT OF STIPENDS		4555	4910	5105	5305	5510
COLORGUARD (MARCHING)	MS	877	945	985	1025	1060
COLORGUARD (WINTER)	MS	877	945	985	1025	1060
SELECT BAND (FULL-YEAR)	MS	877	945	985	1025	1060
SELECT BAND (HALF-YEAR )	MS	449	485	505	525	545
JAZZ/STAGE BAND	MS	877	945	985	1025	1060
MARCHING BAND	MS	877	945	985	1025	1060
SELECT CHOIR	MS	877	945	985	1025	1060
AREA ALL STATE LEVEL III	SH	277	300	310	325	335
BCMEA ELEM/MIDDLE SCHOOL	SH	205	225	230	240	250
BCMEA LEVEL II	ELEM	205	225	230	240	250
BCMEA LEVEL III	ELEM	277	300	310	325	335
BCMEA LEVEL III	MS	277	300	310	325	335
BCMEA LEVEL IV	MS	483	525	545	565	585
CONCERT IN THE MALL		33	40	40	40	45
DISTRICT MASS PERFORMANCE LEVEL I		77	85	90	90	95
DISTRICT MASS PERFORMANCE LEVEL III		185	200	210	215	225
NYSSMA ELEMENTARY SELECT LEVEL II		150	165	170	175	185
NYSSMA ELEMENTARY SELECT LEVEL III		223	240	250	260	270
NYSSMA ELEMENTARY SELECT LEVEL IV		372	405	420	435	450
NYSSMA ELEMENTARY LEVEL II		150	165	170	175	185
NYSSMA ELEMENTARY LEVEL III		223	240	250	260	270
NYSSMA MIDDLE SCHOOL LEVEL III		223	240	250	260	270
NYSSMA SENIOR HIGH LEVEL III		223	240	250	260	270
NYSSMA SOLO LEVEL I	ELEM	108	120	125	130	135
NYSSMA SOLO LEVEL II	ELEM	146	160	165	170	180
NYSSMA SOLO LEVEL III	ELEM	260	280	295	305	315
NYSSMA SOLO LEVEL III	MS	260	280	295	305	315
NYSSMA SOLO LEVEL III	SH	260	280	295	305	315
<b>SALARY DIFFERENTIALS FOR CERTAIN POSITIONS</b>						
Special Education Teachers		300	300	300	300	300
Speech Teachers		200	200	200	200	200
Reading Teachers		200	200	200	200	200
High School Guidance **		1500	1500	1500	1500	1500
Middle School Guidance **		1500	1500	1500	1500	1500
Guidance Chair **		900	900	900	900	900

★★

1. The parties have agreed to review the salary differentials for senior high school and middle school guidance counselors at the conclusion of the 2001-02 fiscal year. The purpose of this review would be to jointly assess the magnitude of the differentials in relationship to the position responsibilities. The position responsibilities which would be reviewed are those which are over and above those expected of other bargaining unit members and which occur outside of the present unit member seven (7) hour and ten (10) minute work day. The parties understand and agree that such meetings or activities shall not include meetings or activities such as open house, curriculum night, faculty meetings, and other activities required of other unit members. School guidance counselors would be required to maintain their participation in the aforementioned meetings and activities in a manner consistent with other unit members and with no additional compensation.

2. As a guideline for the differential, the parties have agreed that school guidance counselors would be participating in 20 meetings or activities per fiscal year, over and above meetings or activities required of other bargaining unit members. It is anticipated that these activities or meetings would average two (2) hours in length. It is understood that each activity or meeting may also require preparatory work prior to the actual activity or meeting. The parties have agreed that this would likely entail one (1) hour per activity or meeting scheduled.

**EXHIBIT A. II. COACHING**

	00-01	01-02	02-03	03-04
<b>CATEGORY 1</b> FOOTBALL, BOYS-GIRLS BASKETBALL, WRESTLING, TRACK				
HEAD	4760	4950	5145	5350
VARSITY ASST. – JV HEAD	3240	3370	3505	3645
JV ASST. – MOD HEAD	3000	3120	3240	3370
MODIFIED ASSISTANT	2765	2875	2990	3110
<b>CATEGORY 2</b> BASEBALL, SOFTBALL, LACROSSE, BOYS-GIRLS SWIMMING, BOYS-GIRLS SOCCER., VOLLEYBALL				
HEAD	4080	4240	4410	4585
VARSITY ASST. – JV HEAD	2775	2885	3000	3120
JV ASST. – MOD HEAD	2575	2680	2785	2895
MODIFIED ASSISTANT	2370	2465	2565	2670
<b>CATEGORY 3</b> BOWLING, CROSS COUNTRY, CHEERLEADING – FALL & WINTER, FIELD HOCKEY, GOLF, BOYS-GIRLS TENNIS				
HEAD	3310	3440	3575	3715
VARSITY ASST. – JV HEAD	2255	2345	2440	2540
JV ASST. – MOD HEAD	2090	2175	2260	2350
MODIFIED ASSISTANT	1920	1995	2075	2160

NOTE: The parties have agreed upon the stipend amounts for all returning coaches annually appointed to the same sport, at the same level for each year of the agreement.

Below are rules governing stipend adjustment for movement from one coaching position to another coaching position; applies only to those unit members identified by the parties as grandparented; the parties have agreed to a list which is available for review upon request:

### Stipend Adjustment

1. If a coach is appointed to the same classification in the same sport, with no break in service, the stipend shall be the previous stipend plus the negotiated increase or the newly negotiated stipend; which ever is higher.
2. If a coach is appointed to a higher classification of the same sport, the stipend shall be either
  - a. the previous stipend plus the difference between the present levels of the classifications plus the negotiated increase on the previous stipend, or
  - b. the stipend for the higher classification, whichever is greater.
3. If a coach is appointed to a lower classification of the same sport, the stipend shall be either
  - a. the previous stipend plus the negotiated increase on the previous stipend minus the difference between the present levels of the classifications, or
  - b. the stipend for the new classification, whichever is greater.

### Additional Compensation

Athletic team coaches whose teams qualify for competition beyond the Section IV level (either by a State Qualification or Sectional Championship, whichever is last) will be given an additional stipend to compensate them for their time. For fiscal 1999-00, the parties agree to maintain the terms and conditions in the 1996-99 collective bargaining agreement. Effective July 1, 2000, the rate structure below shall be implemented.

Varsity/Assistant Coaches - \$120/\$60 for 1 to 7 days beyond the last qualifying event; \$240/\$120 for 8 to 14 days beyond the last qualifying event; \$360/\$180 for 15-21 days beyond the last qualifying event; \$480/\$240 for 22-28 days beyond the last qualifying event.

The Director of Physical Education and Athletics shall determine the list of eligible assistant coaches.

### EXHIBIT A. III. INTRAMURAL STIPENDS

#### A. Entry Level Stipends

Level	No.	Activity	99-00 Stipend	00-01 Stipend	01-02 Stipend	02-03 Stipend	03-04 Stipend
EIEd	10	Winter Sports	\$259	\$280	\$295	\$305	\$315
MS	1	Bowling	\$259	\$280	\$295	\$305	\$315
	3	Fall Sports	\$323	\$350	\$365	\$380	\$395
	5	Winter Sports B	\$388	\$420	\$435	\$455	\$470
	5	Spring Sports B	\$259	\$280	\$295	\$305	\$315
	2	All Sports G	\$388	\$420	\$435	\$455	\$470
SH	2	Winter Sports B	\$291	\$315	\$330	\$340	\$355
	1	Weight Lifting	\$388	\$420	\$435	\$455	\$470
	1	Bowling B/G	\$259	\$280	\$295	\$305	\$315
	2	All Sports G	\$484	\$525	\$545	\$565	\$590

#### B. Any person presently coaching intramurals will receive the following increases:

1999-00: No Change  
 2000-01: 7.8%  
 2001-02: 3.9%  
 2002-03: 3.9%  
 2003-04: 3.9%



## **EXHIBIT B**

### **UNDERSTANDINGS RELATIVE TO BEDS DATA FOR YEARS IN "PUBLIC EDUCATION"**

1. The parties agree to the use of BEDS data in the process of calculating salary increases for the 1999-00, 2000-01, 2001-02, 2002-03 and 2003-04 school years. Specifically, the years entered under the headings YEARS IN DISTRICT and YEARS IN PUBLIC EDUCATION (excluding years in District) will be summed. This sum will be considered total years in "PUBLIC EDUCATION." These entries appear under Item #8 on the BEDS form.
2. "FULL-TIME" substitute experience counts for the BEDS report; therefore, it counts in the calculation of total years in "PUBLIC EDUCATION."
3. Itinerant substitute experience does NOT count.
4. Any probationary/tenured teacher time in any year, whether part-time or full-time, counts as a full year.
5. Paid leaves of absence count (ex: sabbatical, sick bank).
6. Time in public education inside or outside of the District which had been omitted from the BEDS form counts.
7. A teacher may be asked to verify a year(s) of employment. Retirement system records are not considered satisfactory documents when used alone.

**VESTAL CENTRAL SCHOOL DISTRICT**  
**EXHIBIT C: EXPERIENCE CREDIT & MAXIMUM CELL NUMBER**  
**1999-00 through 2003-04**

1999-00		2000-01		2001-02		2002-03		2003-04	
Experience Credit	Maximum Cell Number	Experience Credit	Maximum Cell Number	Experience Credit	Maximum Cell Number	Experience Credit	Maximum Cell Number	Experience Credit	Maximum Cell Number
0	1	0	1	0	1	0	1	0	1
1	2	1	2	1	2	1	2	1	2
2	3	2	3	2	3	2	3	2	3
3	4	3	4	3	4	3	4	3	4
4	5	4	5	4	5	4	5	4	5
5	6	5	6	5	6	5	6	5	6
6	7	6	7	6	7	6	7	6	7
7	8	7	8	7	8	7	8	7	8
8	9	8	9	8	9	8	9	8	9
9	10	9	10	9	10	9	10	9	10
10	11	10	11	10	11	10	11	10	11
11	12	11	12	11	12	11	12	11	12
12	13	12	13	12	13	12	13	12	13
13	13	13	14	13	14	13	14	13	14
14	13	14	14	14	15	14	15	14	15
15	14	15	14	15	15	15	16	15	16
16	15	16	15	16	15	16	16	16	17
17	16	17	16	17	16	17	16	17	17
18	17	18	17	18	17	18	17	18	17
19	17	19	18	19	18	19	18	19	18
20	18	20	18	20	19	20	19	20	19
21	19	21	19	21	19	21	20	21	20
22	20	22	20	22	20	22	20	22	20
23	21	23	21	23	21	23	21	23	21
24	22	24	22	24	22	24	22	24	22
25	23	25	23	25	23	25	23	25	23
26	24	26	24	26	24	26	24	26	24
27	25	27	25	27	25	27	25	27	25
28	25	28	25	28	25	28	25	28	25
29	25	29	25	29	25	29	25	29	25

## **ADDENDUM I**

### **PERMANENT SUBSTITUTES**

The provisions of this collective bargaining agreement shall have no application to **PERMANENT SUBSTITUTES**, except for such provisions which are specifically set forth in this Addendum.

**DEFINITION OF PERMANENT SUBSTITUTE:** A Permanent substitute is defined as a substitute appointed by the Board of Education, upon recommendation by the Superintendent, for a length of service in excess of thirty (30) consecutive days in the same position and for which exists a corresponding unpaid leave of absence. (Reference - Board of Education Policy 6220)

### **APPLICABLE PROVISIONS**

Article 4.A. Teacher Joining

Article 4.C. School Closing

Article 5.A. General - #2 and #6 **ONLY**

Article 5.B. Elementary

Article 5.C. Middle School

Article 5.D. Senior High

Article 5.E. Secondary Assistance

Article 6. Student Discipline and Teacher Protection

Article 8. Evaluation

Article 11. Grievance

**Sick Leave:** The unit member shall acquire one (1) day at the start of each twenty (20) days of paid service. Maximum number of days allowable shall be ten (10) Sick Leave Days in a given school year. In the event that a unit member were to be employed as a permanent substitute in more than one school year, he/she would not be permitted to unused Sick Leave from one year to another.

Article 14.D. Approval

**Family Illness:** A unit member shall acquire one (1) day at the start of each forty (40) days of paid service. Maximum number of days allowable shall be five (5) Family Illness days in a given school year. These days shall not be deducted from Sick Leave. In the event that a unit member were to be employed as a permanent substitute in more than one school year, she/he would not be permitted to carry over unused Family Illness leave from one year to another.

**Also applicable:** Article 14.E. PP# 2

Article 14.F. Definition - Family Illness

Article 14.G. Bereavement

Article 14.H. Definition - Bereavement

Article 14.I. Jury Duty

**Legal Commitments and Transactions:** A unit member shall acquire one (1) day at the start of each sixty (60) days of paid service. Maximum number of days allowable shall be three (3) Legal Commitment and Transaction days in a given school year. In the event that the unit member were to be employed as a permanent substitute in more than one school year, he/she would not be permitted to carry over unused Legal Commitment and Transaction days from one year to another. Use of days requires administrative approval in advance.

**Also applicable:** Article 14J. PP #2

Article 14.K. Religious Observance

Article 14.I. Personal Leave Day - #1 -6 **ONLY**

Article 15.A. Health Insurance

Article 15.B. Dental Insurance

Article 15.C. Insurance Alternative

Article 16.A.1. Salary Schedule - Entry Level **ONLY**

Article 16.D. Exhibit A

Article 16.E. Other Stipends

Article 17. Dues Deduction

Article 18. Miscellaneous Provisions

Article 19. Teacher Responsibilities

Article 20.A.

Article 20.C.

Article 20.D.

Article 20.E.

Article 20.F.

## **ADDENDUM II**

### **REGISTERED NURSES AND OCCUPATIONAL THERAPISTS**

The provisions of this collective bargaining agreement shall have no application to **REGISTERED NURSES AND OCCUPATIONAL THERAPISTS, & PHYSICAL THERAPISTS**, except for such provisions which are specifically set forth in this Addendum.

#### **APPLICABLE PROVISIONS**

Article 1. Recognition

Article 2. Negotiating Procedures

Article 3. Association Rights

Article 4. Teacher Rights

Article 5.A.1. Work Year

Article 5.A.2: See Article 5.A.2; and unit members shall have a duty-free lunch period and a duty-free break of 15 minutes each morning and afternoon.

Article 5.A.3. Notice of Assignments

Article 5.A.5. Classroom/Supplies/facilities

Article 5.A.6. Absent Teachers

Article 5.A.7. Bus Duty

Article 5.A.8. Seniority Lists

Article 5.A.8: Seniority Lists: Seniority Lists for OCCUPATIONAL THERAPISTS & PHYSICAL THERAPISTS shall be determined in accordance with applicable civil service law

Article 6. Student Discipline and Teacher Protection

Article 7.A .Voluntary Transfers and Changes in Position

Article 7.B. Involuntary Transfers and Assignments

Article 7.C. Reorganization

Article 7.E Procedures for Filling Vacancies on the Administrative Staff

Article 8. Evaluation

Article 9. Professional Improvement

Article 10. Separation PP#1 ONLY

Article 11. Grievance

Article 12 .Teacher-Administrative Liaison

Article 13. Summer Programs

Article 14. Leaves

Article 15. Insurance

Article 16. Salary Schedule

A. Entry		1999-00	2000-01	2001-02	2002-03	2003-04
1. Amount	Level I	\$29,400	\$30,300	\$31,200	\$32,100	\$33,000 (OTs & PTs)
	Level II	\$17,665	\$18,300	\$18,445	\$18,980	\$19,515 (RNs)

2. Credit

a. (RNs ) Years of Service - A minimum of \$200 for each year of service with a maximum of ten (10) years will be granted

b. (OTs & PTs) Years of Service - See Article 16.A.2.a.

Article 16.B. Educational Preparation Credits

Article 16.C. Salary Increases

Level I - OTs & PTs : see Article 16.C.

- Employee referenced in Appendix A, 1992-94 Registered Nurses Agreement: see Article 16.C.

Level II - '99-'00: \$725 plus \$30 for each year in public education  
'00-'01: \$725 plus \$32 for each year in public education  
'01-'02: \$755 plus \$33 for each year in public education  
'02-'03: \$760 plus \$34 for each year in public education  
'03-'04: \$775 plus \$35 for each year in public education

Article 16.D. Exhibit A

Article 16.E. Other Stipends

Level I from 16.C above: See Article 16.E.

Level II daily rate/7.16 hrs/day = hourly rate for 16.E.

Article 16.G.

Article 17. Dues Deduction

Article 18. Miscellaneous Provisions

Article 19.A ,C, D, E, F, G, H, I, J.

Article 20. Professional Behavior and Code of Ethics

Article 21. Part-time Employment

Article 22. Early Notification Benefit  
(Benefit based upon entry salary figures contained in this addendum.)

Article 23. Duration

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