

COLLECTIVELY NEGOTIATED AGREEMENT

WARWICK VALLEY CENTRAL SCHOOL DISTRICT

AND

WARWICK VALLEY TEACHERS' ASSOCIATION

JULY 1, 2019 – JUNE 30, 2022

TABLE OF CONTENTS

ARTICLE I	PREAMBLE AND RECOGNITION	1
ARTICLE II	MAINTENANCE OF STANDARDS	1
ARTICLE III	DUES AND FEE DEDUCTIONS	1
ARTICLE IV	ASSOCIATION RIGHTS	2
ARTICLE V	REDUCTION IN FORCE	3
ARTICLE VI	SCHOOL CALENDAR	3
ARTICLE VII	TEACHING HOURS, LOAD AND DAY	4
ARTICLE VIII	TRANSFERS AND ASSIGNMENT NOTICE	7
ARTICLE IX	PROMOTIONS AND VACANCIES	8
ARTICLE X	TEACHER EVALUATION AND PERSONNEL FOLDERS	9
ARTICLE XI	ACADEMIC FREEDOM	9
ARTICLE XII	CANDIDATE INTERVIEWS	10
ARTICLE XIII	DISCIPLINE	10
ARTICLE XIV	COMMITTEES	10
ARTICLE XV	CLASS SIZE	11
ARTICLE XVI	TEACHER AIDES	12
ARTICLE XVII	SUBSTITUTE TEACHERS/HOME INSTRUCTION	12
ARTICLE XVIII	LEAVES OF ABSENCE	12
ARTICLE XIX	SALARY & LONGEVITY	20

TABLE OF CONTENTS (Continued)

PAGE

ARTICLE XX.....	EXTRA-CURRICULAR	24
ARTICLE XXI.....	MILEAGE REIMBURSEMENT	25
ARTICLE XXII	INSURANCE AND PERSONAL PROPERTY LOSS	25
ARTICLE XXIII.....	RETIREMENT INCENTIVE	27
ARTICLE XXIV.....	DRESS CODE	29
ARTICLE XXV.....	GRIEVANCE PROCEDURE	30
ARTICLE XXVI.....	SAVINGS CLAUSE	31
ARTICLE XXVII.....	DURATION	31
ARTICLE XXVIII	TAYLOR LAW NOTICE	31

APPENDICES

2019-20 - 2021-22 SALARY SCHEDULES

EXTRA-DUTY SALARY SCHEDULES

COMMITTEE

MEMORANDUM OF AGREEMENT

The Warwick Valley Central School District (“District”) and the Warwick Valley Teachers’ Association (“Association”) hereby enter into this Memorandum of Agreement in complete and final settlement of all issues proposed and negotiated for the July 1, 2019 through June 30, 2022, successor collective bargaining agreement to the July 1, 2015 through June 30, 2019 agreement. All terms and conditions of the parties’ July 1, 2015, through June 30, 2019 collective bargaining agreement shall continue in full force and effect unless specifically modified, amended, or otherwise changed by the terms of this Memorandum of Agreement. The terms of this Memorandum of Agreement shall not become effective unless and until they have been approved and ratified by the Board of Education of the District (“Board”) and ratified by the members of the Association.

ARTICLE I. PREAMBLE AND RECOGNITION

A. In order to effectuate the provisions of the Public Employees Fair Employment Act and to encourage and increase effective and harmonious relationships and to provide a means for constructive communication between the District and its professional employees represented by the Association, the District and the Association have entered into this Agreement.

B. The District recognizes the Association as the exclusive bargaining agent for a unit composed of all full-time and part-time certified personnel of the District, excluding District Administrators, Continuing/Community Education (formerly referred to as Adult Education) and summer school teachers and per diem substitutes.

C. To be eligible for health insurance benefits the teacher must be appointed to a full-time (1.0 FTE) position and must work a minimum of 30 hours per week. A teacher who is not appointed to a full-time (1.0 FTE) position may pay the percentage difference in premium costs to enroll for health insurance (i.e., 0.5 FTE pays 50% of the annual premium cost and the District pays 50% of the annual premium cost).

1. Dental or Welfare Trust - The employee shall contribute the difference in percentage between the percentage of the part-time position in which he/she works and 100%.
2. Sick Leave - Pro-rated based upon the percentage of a full-time position in which he/she works.
3. Personal Leave - Pro-rated based upon the percentage of a full-time position in which he/she works.

ARTICLE II. MAINTENANCE OF STANDARDS

The District shall not unilaterally alter any existing “terms and conditions” of employment not specifically covered herein during the term of this Agreement without prior negotiations with the Association.

ARTICLE III. DUES AND FEE DEDUCTIONS

A. The District agrees to deduct dues from the salaries of its teachers for the Association and its affiliates as said teachers individually and voluntarily authorize.

B. Deductions referred to in Section "A" above shall be made in the following manner: The total annual membership dues for those designated professional associations, certified as mentioned above, shall be deducted in equal paycheck installments as determined by the Association. In the event of termination of employment, the District shall deduct dues on a pro-rated ten (10) month basis based on the amount of time worked.

C. The Association shall provide the District with a list of the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues for the Association.

D. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association.

E. It is recognized that proper negotiation, administration of collectively negotiated agreements, and providing necessary supportive services entail expense to the Association as exclusive representative of the employees in the bargaining unit. To provide for the fair and equal distribution of this financial burden, it is agreed that said expense should be shared by all employees in the unit benefiting from such agreements.

F. The District shall provide for unit members to participate in the NYSUT Benefit Trust Payroll Deduction Program.

ARTICLE IV. ASSOCIATION RIGHTS

A. The Association shall have the right to use the areas in school buildings for legitimate Association meetings provided there is no interference with any scheduled school activities. The areas provided by the District shall be adequate to house the needs of the Association. All requests for building use shall conform to Board rules and regulations, provided, however, that there will be no cost to the Association for such meeting as long as no overtime custodial cost to the District is involved. In the event overtime custodial cost is involved, it shall be shared equally by the Association and the District.

B. The Association may distribute materials dealing with proper and legitimate business of the Association through the teachers' mailboxes, provided said material is properly identified, the Association assumes all liability for its contents, no District personnel is used unless required to do so by the building principal, and a courtesy copy is given to the building principal and the Superintendent.

C. Prior to the completion of the first month of school, the Association shall propose one day in each month to be set aside for after school Association meetings. The District shall attempt to accommodate said requests provided they do not interfere with the orderly operations of the buildings affected.

D. Both parties to this Agreement shall comply with reasonable requests for available data, excluding confidential material, which is relevant to the processing of any grievances or to the negotiations of a successor agreement. Such available data shall be provided on an "at cost" basis by both sides.

E. The Association shall have the right to make a presentation at the new teacher conference.

F. One delegate shall be permitted up to a maximum of three (3) days' leave with pay for attendance at the annual Association Convention. One additional Association representative may be released up to a maximum

of three (3) days with pay for attendance at the annual Association Convention provided the Association reimburses the District for the cost of the substitute, including fringes.

G. The President of the Association or his/her designee shall be permitted three (3) days per year with pay for Association business, including Committee of One-Hundred Activities, provided the Association reimburses the District for the cost of the substitute.

ARTICLE V. REDUCTION IN FORCE

The Superintendent shall notify the President of the Association of the District's intent to reduce or abolish positions within the bargaining unit prior to any formal recommendations to the Board of Education.

Such notice shall be made as soon as practicable in an effort to permit as full and complete discussions on this topic as are reasonably possible prior to the formal recommendations.

Upon request, the Superintendent and/or his/her designee(s) shall meet and discuss these matters with the President of the Association and/or his/her designee(s).

The District shall provide the Association with an updated seniority list at least thirty (30) days prior to any reduction in force.

ARTICLE VI. SCHOOL CALENDAR

A. The Association may submit its recommendations for the school calendar to the Superintendent by December 1. The District shall submit a copy of the proposed calendar to the Association before final adoption by the Board. The proposed School Calendar shall be reviewed by the Labor Management Committee, for its non-binding recommendation, prior to Board approval of the School Calendar.

B. The District shall continue the school calendar as promulgated. In the event one of the scheduled snow days is not used for that purpose, then the District shall use it to extend the Memorial Day weekend.

C. The District may, at its discretion, schedule three (3) professional activity days each year and an optional, voluntary, fourth day for activities of a sub-group(s) of unit members as approved by the District, beyond the regular school calendar, using the school year 1983-84 as a model for said regular calendar. Such days shall be scheduled between September 1 and June 30 and shall be no longer than six (6) hours, inclusive of a thirty minute meal break. The District shall give consideration to scheduling these days immediately following the close of school or immediately prior to the start of school. Notwithstanding the above, professional activity days may be used during the last week in August of 1991.

The District may schedule professional activity days for certain sub-groups of teachers or the entire teaching staff, provided that notification of the date(s) of such days is given to teachers no later than February 14th for said days to be considered mandatory for the designated sub- groups or the entire teaching staff.

Notification of professional activity days after February 14th shall result in those days being optional and voluntary.

Staff producing written documentation for prior non-refundable financial commitments made prior to notification of professional activity days shall be excused from the professional activity days.

Teachers shall be compensated for such days at the rate of \$155.00 per day effective July 1, 2003 and \$160.00 per day effective July 1, 2004.

These days shall be used to satisfy future State requirements in part or in full.

This provision shall continue only until a subsequent contract is ratified by both parties, unless the parties agree to continue this provision in any new agreement.

Article XVIII, Leaves of Absence, shall not apply to these days. Attendance is required for payment.

D. K-8 teachers shall be expected to work their regular hours on the Friday of the second to last week of school and the last student day; however, students shall be dismissed after a half-day on these days.

Each regular classroom teacher in grades K-4 will be relieved of his/her responsibilities for a half (1/2) day, for the purpose of completing end of the year closeout procedures, within the last four weeks of the school year.

E. Students in Grades K-4 shall be dismissed after a half day on or about the end of the first and second trimester for the purpose of student grading.

ARTICLE VII. TEACHING HOURS, LOAD, AND DAY

A. Teaching Hours

1. Teachers shall be at their posts ten (10) minutes before and after the student day. In the event that the District is at risk of losing its full state aid allotment during a school year, the District may require teachers to add up to ten (10) minutes to the daily work schedules of unit members.

Effective July 1, 2015, the school day shall be increased by ten (10) minutes at all schools. The student day at the Elementary school shall be six (6) hours forty (40) minutes. The student day at the Middle School and High School shall be six (6) hours and fifty (50) minutes.

2. Teachers in the elementary level will be given copies of the scheduled student day at the meeting prior to the opening of school.

3. Teachers shall be expected to remain for professional obligations beyond the regular teacher day for a maximum of fifty (50) minutes, unless extended in special or emergency circumstances, if;

a. a student requests a teacher's presence for assistance;

b. a teacher requests a student's presence;

- c. a supervisor, department chairperson or principal determines that a student needs assistance;
- d. a meeting is scheduled requiring their attendance.

B. Teaching Load

1. Each teacher shall have a duty-free lunch period of no less than forty (40) minutes per day. In no event shall any teacher be required to spend any portion of this time in travel between classes or schools.

On a full day of professional development (e.g. Superintendent's Conference day, full day professional development training) the teacher shall be entitled to a duty-free lunch period of no less than forty (40) minutes but not a prep or collaboration period. On a half-day of professional development or a delayed opening, the teacher shall be entitled to a duty-free lunch period of no less than forty (40) minutes but not a prep or collaborative period. On a half day or full day field trip, there will be no requirement to provide a prep period or duty-free lunch.

2. Up to three (3) Superintendent Conference days will be seven and a half (7.5) hours with a duty-free forty (40) minute lunch. If a teacher is absent from Superintendent Conference Day, the teacher will make up the time that is equal to two (2) faculty meetings.

3. Grades 7-12

a. Per semester, the normal teaching load shall be no more than five (5) instructional assignments and one (1) non-instructional assignment, per teacher. In the disciplines of Art, Chinese, Music, Physical Education, ENL, Career and Technical Education, and Occupational Education (Family and Consumer Sciences, technology, business, agriculture, and driver education), teachers may be assigned six (6) instructional assignments or five (5) instructional assignments and one (1) non-instructional assignment. Special education teachers who are consultant teachers and not teachers of record (as defined in Commissioner's Regulations at Part 30-3) for 50% or more of their teaching load may be assigned six (6) instructional assignments or five (5) instructional assignments and one (1) non-instructional assignment. Nothing contained herein, however, shall prevent the assignment of a laboratory as the sixth assignment.

b. Instructional assignments are defined as regular teaching periods, not study hall, supervision of areas, clubs or similar assignments.

c. A non-instructional assignment can be up to the length to an instructional assignment and is contained within the instructional day. This assignment is not in lieu of a morning or afternoon 10-minute post/duty.

d. On days when a teacher's schedule includes four (4) consecutive assignments, teachers shall be free from any other duty with the possible exception of homeroom. This shall not preclude the assignment of five (5) instructional periods in any one day.

e. Principals shall have the option of calling one (1) faculty meeting per month, but they may call additional meetings in case of an emergency. Except in the case of an emergency, teachers shall be notified no later than five (5) calendar days in advance of the meeting. Department chairpersons (7-12)

shall have the option of calling one (1) meeting per month.

f. Whenever detention centers are deemed necessary by the District, they shall be staffed by aides.

g. Unit Lunch (Grades 7-12) – On any day when a teacher has two (2) preparatory periods, he/she will be required to be available to meet with students for at least thirty (30) minutes during the common unit lunch period, provided that the teacher is not assigned an appointed role during the unit lunch period.

4. Grades K-6

a. Preparation or planning periods, consisting of no less than forty (40) minutes each period, shall be provided daily.

b. Whenever detention centers are deemed necessary by the District, they shall be staffed by aides.

c. In addition to the preparation periods provided in subsection "a" above, K-4 regular and special education classroom teachers (e.g., first grade classroom teacher, first grade special education classroom teacher, etc.) shall be provided a minimum of forty (40) minutes of teacher-led collaboration planning time every four (4) days to plan lessons/units, collaboratively score student work, and consult with instructional coaches, amongst other approved purposes. This time can be used for administration-led activities, but usage shall not exceed eight (8) collaboration planning periods throughout a school year and teachers must be given prior notice for such administration-led activities.

d. K-6 Principals shall have the option of calling one (1) faculty meeting per month, but they may call additional meetings in case of an emergency. Except in case of an emergency, teachers shall be notified no later than five (5) calendar days in advance of the meeting.

5. Special Education Providers (K-12)

Employees who are: (1) special education teachers or speech professionals responsible for providing speech services, and (2) responsible for authoring, in part or in whole, a student IEP, shall receive one (1) day of relief for the purpose of Annual Review preparation. This day shall be scheduled by a District administrator no more than ten (10) school days prior to the commencement of Annual Reviews of District students.

C. School/Community Relations Events

One time each year, each unit member shall be required to participate in a school/community relations event, planned at the building level, conducted in the afternoon or evening hours which, in nature, will involve matters such as:

1. Giving the opportunity to parents to see and meet their children's teachers.

2. Giving the parents the opportunity to become familiar with the curriculum of the courses and what is expected of their children.
3. Helping to elicit support for the school.
4. Allowing parents to see the physical plant.

D. Compensatory Time

The parties agree that compensatory time off for time committed to parent-teacher conferencing will be substantially equivalent to the time spent in conferencing. A joint committee will be established to review and determine the plan to meet this requirement.

E. Flexible Schedule for K-4 Instrumental Music and K-4 AIS Providers

K-4 AIS teachers and K-4 Instrumental Music teachers may be assigned to "flex" their work day for forty-five (45) minutes before the start of the student school day. The purpose of this assignment is to permit students the opportunity to receive music or remedial instruction without being pulled out of assigned classes during normal school hours. Eligible teachers shall receive the same salary, terms and conditions of employment as are set forth in this agreement, with no modification whatsoever, except to the extent they work an adjusted work day. This work day shall be the same length as all other elementary teachers and shall not exceed the contractual limit. Teachers that are part of this program will continue to provide a "flex" work day for the entire school year, unless relieved of the responsibility to do so by building administration.

F. Athletic Director

Whenever the position of Athletic Director becomes vacant, the District may choose to fill the position with an employee who is not covered within the WVTA Bargaining Unit.

As long as a WVTA member assumes the duties of Athletic Director (AD), he/she is deemed on leave from his/her tenured position as long as he/she serves as AD and will upon conclusion of service as AD have the right to a full-time position in his/her tenured area.

G. Travel Time

The time provided for inter-school travel is fifteen (15) minutes between buildings, with the exception of travel between middle school/high school which is ten (10) minutes.

ARTICLE VIII. TRANSFERS AND ASSIGNMENT NOTICE

A. Personnel desiring a change in grade or subject assignments, or who wish to transfer to another building, shall deliver a written request therefore to the building principal or Superintendent not later than March 1st of each year. Such request shall include the grade, subject and school desired.

B. In arranging schedules for teachers who are assigned to more than one school building, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable.

C. Experience levels of teachers will be given consideration in terms of school building, schedule, program or grade level assignments whenever it is deemed by the administration to be in the best educational interest of the students to be educated.

D. Teachers shall be notified of their tentative program, schedule, grade level and building assignment for the ensuing year as soon as the master schedule is prepared. The District shall make a reasonable effort to provide such notification by June 15. When making teacher assignments and duties, every reasonable attempt will be made to equalize teacher loads.

E. The wishes and convenience of personnel will be considered in making assignments, subject to the needs of the District. Not later than July 15 of each year, personnel shall be notified, in writing, of program changes for the following year, such as changes in school assignment, grade, subject and any special or unusual classes or assignments. Should circumstances or conditions change (e.g., death, resignation, leave of absence, unanticipated change in enrollment), assignments may be changed to meet the situation. Personnel affected thereby shall be promptly notified of the change.

F. An involuntary assignment or transfer shall be made only after a meeting between the person involved and the Superintendent or his/her designee, at which time the reasons for the assignment or transfer will be given. The person subject to involuntary assignment or transfer may, upon his/her request, be accompanied by a representative of the Association. If circumstances do not permit a meeting, an opportunity shall be afforded said person or his/her Association representative to express his/her views before the assignment or transfer is effectuated.

ARTICLE IX. PROMOTIONS AND VACANCIES

A. Vacancies of all positions covered by this Agreement, except summer school and adult education, whether promotional or other, shall be publicized for at least seven (7) school days on the faculty bulletin boards and within such period all teachers shall be given opportunity to make application for such position. The Association recognizes that emergencies may arise, either when school is not in session or due to unusual circumstances, in which case such advance posting will be impossible. In such a case, the Superintendent's sole obligation is to mail notice of such vacancy to all applicants who have previously shown interest in writing in such position. The notice of all vacancies hereunder shall contain a job description. Applications shall be acknowledged in writing.

B. When, in the opinion of the Superintendent, all factors are substantially equal, preferences for positions, with the exception of federally financed programs, will be given to qualified applicants already employed in the School District. Applicants already employed in the School District, not selected, will receive notification of Board action. The decision of the Superintendent shall be final.

ARTICLE X. TEACHER EVALUATION AND PERSONNEL FOLDERS

A. Teacher observations will be conducted openly and with full knowledge of the teacher. The District's observation forms shall include a notation for the approximate length of the observation.

B. Conferences regarding the observation may be held when requested by either party. Any evaluation report or material relative to a teacher's conduct, service, character or personality will be signed by the teacher indicating that he/she had read same, although his/her signature does not indicate approval or disapproval. Such signature shall be affixed within ten (10) school days of notice of the document. If the teacher fails to sign same, this shall be noted on the copy and the document shall then be filed.

Teachers have the right to prepare comments in regard to the observation or observation report. This will be appended to the report, of which the teacher has a right to a copy. These comments shall be filed within ten (10) school days of receipt of the observation reports.

C. Observation of teachers shall be for the purpose of assistance and professional improvement and not strictly for evaluative or measurement purposes. Building principals shall make every reasonable effort to return observation reports within ten (10) school days following the observation.

D. Any teacher may review the contents of his/her entire personnel file with the exception of confidential recommendations. The files will be made available upon request, except where the press of office business requires otherwise. All review will be conducted at the District's office.

E. Any files kept in addition to the Central Office file shall not contain any materials which are not contained in the aforementioned file.

F. In the absence of formal class observations, a tenured teacher has the right to assume that his/her classroom performance is fully satisfactory and he/she is eligible for any and all benefits dependent upon satisfactory performance.

G. Effort shall be made by administrative and/or supervisory personnel to help a teacher if there is evidence of a need for such assistance.

H. Cameras will not be used to evaluate instruction and teaching skills.

ARTICLE XI. ACADEMIC FREEDOM

Teachers shall exercise their professional judgment in the selection and use of procedures and materials in the presentation of courses to students. Such lectures, presentations and materials shall conform to the rules and regulations of the Education Department of the State of New York and the policies and curriculum established by this Board of Education. Teachers and the Administrators shall act in cooperation and use their best judgment in determining the methods in which courses are to be presented. This shall in no way abrogate the right of the

Administrative staff to direct presentation of materials nor the right of the Board of Education to determine curriculum to be used within the District. In the exercise of academic freedom, teachers shall take into account the age and level of each student. The establishment of curriculum shall be within the prerogative of the Board of Education alone.

ARTICLE XII. CANDIDATE INTERVIEWS

A. In cases where the District is interviewing prospective candidates for professional employment as teachers, every effort will be made to provide an opportunity for the department chairpersons to participate where department chairpersons are available during the time of the interview. The department chairpersons will be considered available if they are in the area or can be reached. The department chairpersons will be notified in advance and the interview scheduled at a time convenient to all involved.

B. In the elementary schools or schools where department chairpersons do not exist, the principals may use teachers to interview candidates for employment where they are available and the principal finds it advisable.

ARTICLE XIII. DISCIPLINE

A. The District shall give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom. Teachers shall, however, have the responsibility to exhaust their professional options in maintaining classroom control before reverting to the auxiliary assistance outlined in this provision.

B. A teacher may send a pupil from the class to the immediate supervisor when the gravity of the offense, the persistence of the misbehavior or the disruptiveness of the violation may make continued presence of the pupil in the classroom intolerable. In such cases, the teacher will furnish the supervisors, as promptly as his/her teaching obligations will allow, with the full particulars of the situation, including whatever disciplinary or remedial action he/she has taken prior to the release of the pupil to the supervisor.

C. The responsibility of the teacher and the supervisor is to be in communication concerning the specific disciplinary problems.

D. Recognizing that student control is a cooperative effort, if discipline problems are persistent, the building administrator, teacher and department chairperson, if one exists, will meet and confer to attempt to resolve the problem. Either party may be the initiator of this action.

ARTICLE XIV. COMMITTEES

A. Education Committee

In the event the parties mutually agree that an issue exists in an educational area which is a proper topic for joint committee study, an Educational Committee shall be formed. In the event either party rejects a request for the convening of the Committee a written reason shall be provided.

The Committee shall be composed of an equal number of representatives selected by the District and by the Association.

Any report shall be presented to the Faculty by the Committee prior to its submission to the Superintendent.

The recommendations of the Committee shall be submitted to the Superintendent.

In the event these recommendations are rejected, the Superintendent shall provide to the Association, in writing, the reasons for such rejection.

B. Liaison Committee

1. The Superintendent and his/her designee and the Association President and his/her designee will meet as necessary at mutually agreed times to discuss all matters of mutual concern and all problems which arise in the administration of this contract.

2. The President of the Association shall be relieved of all supervisory duties according to current practice in order to engage in Liaison Committee work.

C. Curriculum Committee

In the event that a curriculum committee is created to serve during the summer months, it shall be compensated at a rate agreed upon between the Association officers and the Superintendent. The time required for the work of this Committee shall be similarly agreed upon.

D. Labor-Management Committee

A labor-management committee comprised of three (3) District and three (3) Warwick Valley Teachers' Association representatives shall convene when it is mutually determined that a District-wide or building level issue requires attention.

ARTICLE XV. CLASS SIZE

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed to insuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be within certain minimum and maximum ranges, to the extent feasible, under such circumstances as availability of staff and facilities and the willingness of the community.

C. The following table will be used in accordance with stated policy of the Board of Education for governing class size:

	<u>Number of Pupils Desired</u>		<u>Number of Pupils Permitted</u>
	<u>Min.</u>	<u>Max.</u>	<u>Max.</u>
K	15	20	30
1 - 2	15	25	30
3 - 6	18	25	33
Special Education	per regulation		per regulation

ARTICLE XVI. TEACHER AIDES

Teacher aides are desirable and essential in our schools. When the District deems it advisable and possible, aides will be used and their use expanded in our schools.

Teacher aides may be assigned by the District to assist teachers in such duties as:

- a. managing records, materials and equipment;
- b. attending to physical needs of children;
- c. supervising students and performing such other services as supporting teaching duties when such services are determined and supervised by teachers.

ARTICLE XVII. SUBSTITUTE TEACHERS/HOME INSTRUCTION

A. Every effort will be made to secure qualified substitutes. Nothing contained herein, however, shall be construed to limit the implementation of alternative programs in lieu of using substitutes.

B. Regular professional personnel who serve as substitutes shall, at the option of the District, be given compensatory time off or be paid at the rate of \$45.00 for each teaching period.

C. Regular professional personnel who voluntarily serve as home instructors shall be paid at the rate of \$45.00 per hour. Those professional personnel required to leave the geographic limits of the school district to serve as home instructors shall be paid at the rate of \$45.00 plus mileage.

ARTICLE XVIII. LEAVES OF ABSENCE

It shall be the obligation of all teachers to attend class on each and every day in which class is in session. While the District recognizes that there are instances where this may not be possible, all teachers should make every effort to avoid any absence from class except in the most necessary circumstances. It shall be the obligation of each

teacher to be present in school on each day of employment and prepared to perform his/her function, provided, however, that the Superintendent, in his/her sole discretion, may waive this provision.

No leave will be granted for recreation, social or other purposes, including personal business for profit-making purposes. Leaves will be granted only within the framework of this article.

Whenever a unit member is granted a long-term leave of absence which will extend through the end of the school year, no later than April 1st of that school year, the teacher shall be obligated to advise the Superintendent's Office as to whether or not the teacher will be returning for the next school year. A failure to provide notice of intent to return within thirty (30) days of receiving a certified letter from the Office of the Superintendent after March 1st, may be deemed a voluntary quit on the part of employees and may be acted upon as such by Board resolution.

At least fifteen (15) days before the Board meeting at which the voluntary quit resolution would be acted upon, a certified letter shall be sent to the unit member informing said teacher of the intended resolution and the right to submit a written statement regarding exigent circumstances that precluded a timely response to the District's letter soliciting notice of intent.

Regarding child care leaves ending in the mid-year, the April 1st date, above, shall be replaced by October 1st, and the March 1st date, above, by September 1st.

A. Sick Leave

1. Absences that meet the following conditions may require medical documentation:
 - Three (3) or more consecutive working days;
 - Absences for illness in excess of ten (10) days per school year;
 - Two (2) or more absences that wrap a holiday, long weekend, and/or winter/spring recess periods.
2. Teachers will be allowed twelve (12) days sick leave per year, accumulated to a maximum of two hundred (200) days.
3. The District retains the right to extend additional leave for sickness beyond accumulated leave where a teacher has used maximum sick leave and is certifiably in need of a period of additional leave. This shall not, however, require the District to extend unlimited leave. The amount of time so granted shall be that recommended by the Superintendent and approved by the Board.
4. The following leave will be deducted from the sick leave allowance:
 - a. Personal illness
 - b. Critical illness in the family
 - i. Critical illness means illness which the attending physician considers sufficiently serious to require the staff member's presence.

- ii. Such allowance will be up to ten (10) days. In unusual circumstances, this allowance may be extended at the discretion of the Superintendent.
 - iii. Immediate family is defined as: husband, wife, children and any other members of the same home; father and mother; brothers and sisters, grandfather and grandmother; father-in-law and mother-in-law; brothers and sisters-in-law. If the family relationship is other than listed, absence with pay may be allowed. Prior approval of the Superintendent will be required.
5. Notices of the actual accumulated unused sick leave days will be sent out to all teachers prior to September 30th.

B. Sick Day Donation Procedure

- 1. Unit member in need presents requests for donated days to WVTA or Superintendent of Schools.
- 2. WVTA presents request to Superintendent, unless the unit member has made the request directly to the Superintendent. Upon receipt of a request for donation of days made directly to the Superintendent, the Superintendent will forward a copy of the request to the WVTA, upon the individual's consent.
- 3. Request must be based upon valid medical reason approved by a physician.
- 4. Note from physician must disclose nature of illness and possible duration of disability.
- 5. The sick leave bank shall be administered by a committee comprised of two (2) district administrators chosen by the Superintendent and two (2) members from the bargaining unit chosen by the union president. In the event of a tie vote on an application for use of sick leave days, the committee members shall select a medical doctor who specializes in the area of illness or accident or, if unavailable, a highly regarded local medical doctor to review the application and the medical records and if necessary to conduct an examination of the applicant to determine the right to the utilization of the days from the bank. The cost of such exam shall be borne by the District.
- 6. Number of donated days cannot exceed 60 days.
- 7. Sequence of collection of days (from the buildings) to be determined by the Superintendent.
- 8. Donated days will not be "banked"; unused days will be credited back to members who donated them.
- 9. The forms to be used for the procedure shall be developed by the District with copies made available to the WVTA.

C. Bereavement Leave

Bereavement leave of up to three (3) days with pay shall be granted to employees at the time of death, funeral service or memorial service in the staff member's immediate family within fifteen (15) calendar days of the death of the immediate family member.

1. Immediate family is defined as in A(3)(b)(iii) above.
2. In unusual circumstances, this allowance may be extended at the discretion of the Superintendent.

D. Jury Duty Leave

An employee serving on jury duty will be paid the full amount of his/her salary. The amount which the employee receives for services on the jury during the days school is in session, except mileage allowance, shall be paid to the District. Teachers shall request that such duty be scheduled during non-school periods.

E. Personal Leave

Absences will be granted, with full pay, up to a maximum of three (3) days per year under the following provisions:

1. Three (3) days for which no reasons need to be given, upon five (5) days prior approval by the Superintendent or his/her designee, except in emergencies where the principal or his/her designee gives approval. The following is an illustrative list, but not totally inclusive, of approved reasons for personal leave: (a) court hearings; (b) IRS audit; (c) house closing; (d) adoption interview; (e) medical attention; (f) educational interview; (g) conferences; (h) funerals not covered by bereavement leave; (i) lobbying; (j) graduation; and (k) Title VII CRA accommodation.
2. Personal leave shall not be taken immediately prior to or following vacation, holidays or long weekends, and is not to be used to extend weekends by taking the Friday before and Monday after a weekend, with the exception of Title VII accommodation days and days upon which an individual is subpoenaed to a legal proceeding. A copy of the subpoena must be presented to the appropriate supervisor for this requirement to be waived.

In addition to the leave provision above, personal leave will be granted for up to two (2) days, with the individual being paid his/her salary minus a reimbursement deduct of the cost of a substitute, for the purposes of Title VII CRA accommodation where there is a conflict between working hours and the Title VII CRA protected right. Such leave will be subject to the notice requirement set forth in paragraph "1", above. These days may not be added to a teacher's unused accumulated sick leave.

In other situations, the Superintendent may, at his/her sole discretion, waive these restrictions.

Unused personal leave days, as described in paragraphs "1" and "2", above, shall be added to the teacher's unused accumulated sick leave.

F. Educational Leave

Absence with pay will be allowed for trips involving school business and professional meetings. Approval by the Superintendent for such trips is required.

G. Professional Leave

1. Summer Professional Leave

Leave as a means of promoting the professional growth of the staff shall be encouraged. For this purpose, the following summer professional advancement program has been adopted:

- a. The purpose of the professional advancement program is to give more teachers an opportunity for professional advancement, encourage teachers to continue their education, and improve the educational standards of our school.
- b. The teacher shall be employed as a full-time teacher with at least seven (7) years of service in the school system. The teacher's request to participate in the program, together with an outline of his/her objectives, shall be submitted to the Superintendent on or before February 15. At the same time, the teacher shall submit said request and outline to the Association. Within ten (10) days after February 15, the Superintendent and Association President, or his/her designee, shall submit recommendations for the Board's approval.
- c. Information and experience gained by the teacher in this program shall be presented to, and shared with, other teachers to the extent practicable.
- d. General Rules
 - i. No more than two (2) teachers may begin a summer professional leave at any one time. Preferably, one teacher shall be from one school level and the other teacher shall be from another school level. However, nothing in this agreement shall preclude two (2) teachers being selected who are from the same level.
 - ii. The program must be completed in two (2) consecutive summers.
 - iii. The teacher shall receive 1/5 of his/her annual salary each year.
 - iv. The leave shall be only for purpose of study.
 - v. The teacher selected must have a Bachelor's Degree and at least thirty (30) hours of approved course credits.
 - vi. The leave, once granted, may not be terminated by either party prior to the date of expiration.

vii. The teachers selected shall agree to continue to work in the school for two (2) additional years after completion of the Summer Professional Leave Program, and if any teacher fails to comply with such performance, then the teacher shall be personally responsible to the District and shall reimburse to the District the entire sum paid by the District to the teacher for the Summer Professional Leave Program.

2. School Year Professional Leave

The District and the Association recognize the value of leave for members of the professional staff for the purpose of improving the staff member professionally and the quality of the education program at Warwick. Therefore, the primary purposes of this leave provision are the improvement of the teacher's competency in his/her particular area and to benefit the District.

a. Eligibility Requirements

- i. Seven (7) full years of consecutive satisfactory service in the District.
- ii. Permanent New York State certification in their subject area.
- iii. Willingness to submit a detailed program for such professional leave and, if requested, meet with the Board of Education to discuss the proposed program.
- iv. Agree to return to service in the District upon termination of the leave and continue in such service for a period of two (2) years following the expiration of the leave, unless:
 - a. Physical disability makes this impossible;
 - b. There is mutual agreement not to return; or
 - c. Repay the District the amount of salary received while on professional leave for the unfulfilled portion of two (2) subsequent years' service, i.e., returning only one (1) year the recipient of the leave is required to return $\frac{1}{2}$ the salary paid to him/her while on leave to the District.
- v. Attend an accredited university or approved institution for graduate work for a period of at least one semester and carry a minimum of nine (9) graduate credits.

b. Application

Application must be made, in writing, to the Superintendent on or before February 1 of the year preceding the school year for which the leave is planned. The application will include:

- i. A statement of the purpose of the leave indicating the value to the District and the potential to the individual for improving his/her professional competency.

ii. A statement of the applicant's willingness to adhere to and possession of the eligibility requirements.

iii. Detailed plans for the use of the professional leave, including confirmation by the university of acceptance of the applicant, a listing of the courses to be taken, confirmation of any schools to be visited, and other details, including travel or research which are part of the program.

c. Selection Procedure

i. The Superintendent will be responsible for verifying the applicant's seven (7) consecutive years of satisfactory service in Warwick and possession of personal certification in his/her subject area. If an applicant does not meet these minimum criteria, he/she will be so notified and his/her application eliminated from consideration.

ii. A Board committee and the Superintendent will review all applications and recommend to the full Board those which, in their opinion, have potential value to the District and to development of the applicant's competency. The committee will utilize the following criteria:

a. Potential value of program to the District.

b. Project's intrinsic value as a serious contribution to learning.

c. Teacher's ability to implement projects of educational value in school program upon review.

d. Program's value to increase competency and skills of applicant.

e. Seniority.

f. Distribution of leaves within levels of the District.

g. Other factors such as urgency to meet time requirements, scholarships or fellowships, research grants, etc.

d. Period of Leave

i. Professional leave shall be granted for either one full year at half pay or one-half year at full pay.

ii. The number of teachers granted professional leave shall be determined by the Board.

iii. Teachers returning from professional leave shall retain all tenure rights and, as required by law, the District shall continue social security payments, retirement payments and health insurance payments. Teachers returning from professional leave shall be treated as having been employed on step by the District for the period of leave.

H. Leave for Personal Health or Family Hardship

1. Upon recommendation of the Superintendent, the Board of Education will permit members of the professional staff to take leaves of absence not in excess of one (1) year for rest, restoration of health or the alleviation of family hardship involving themselves or their immediate family as previously defined.
2. In considering whether to recommend such leaves, the Superintendent shall take the following factors into account and shall report them to the Board when recommending such leaves:
 - a. Length of time staff member has served in the District.
 - b. Benefit which would result for the school system.
 - c. Expectation of the teacher to return to the school system.
3. Such leave shall be without pay.

I. Early Leave at the End of the School Year

1. A teacher who has been granted prior approval by the building principal may be allowed to leave before the official close of the school year in order to further his/her education, provided responsibilities to the District have been satisfactorily completed.
2. Such leave will be granted with pay if no substitute is required.
3. The teacher shall request permission in writing two (2) weeks prior to leave date.
4. The teacher shall receive written acknowledgement of the granting of such permission one week before leave date.

J. Child Care Leave¹

A child care leave of absence may be used by any teacher in order to permit the teacher to care for a newly born infant, foster child or adopted child, and may be used prior to the birth or adoption to attend to matters in preparation for same.

Such leave shall be without pay or other benefits, and shall not exceed eighteen (18) months duration unless extended by the District.

Applications for such leaves shall be made at least sixty (60) days prior to the intended commencement of such leave, where possible. The application shall include the dates requested for leaving and returning, where

¹ The District recognizes that the Association has made every resolute effort in opposition to this clause during negotiations. The District shall assume liability for any damages resulting from litigation hereunder.

possible. For childcare taken solely as FMLA leave, the notice period shall be based upon the requirements of the federal regulations.

Child care leave shall commence immediately upon the conclusion of pregnancy-related disability or upon the birth or adoption of a child. Such leave shall terminate the day before the beginning of the school year or the beginning of the second semester.

Time on leave will not be credited for advancement on the salary schedule, seniority, probationary service or longevity. Upon return to the District, a teacher will be placed in a comparable position to the one held prior to such leave.

If possible, the District shall continue the employee in the group health insurance plan provided the individual pays the premium for such coverage.

K. Self-Improvement Leave

On recommendation of the Superintendent, the Board will permit members of the professional staff to take personal leaves for the purpose of self-improvement and benefit to the school system.

Personal leaves may be combined with programs of study, research, writing or travel.

No pay will be allowed while a member of the professional staff is on leave under this clause.

ARTICLE XIX. SALARY AND LONGEVITY

A. Schedules

1. Employees in the bargaining unit shall be paid according to the appropriate annexed salary schedule during the life of this Contract. Effective July 1, 2019, the parties shall add two additional steps to the salary schedule consisting of Step C and Step 13A.

The following shall establish base salaries for 2019-2020:

Step C: Create Index Number for Step C that is half the percentage difference between steps B and 1.

Step 13A: Create Index Number for Step 13A that is half the percentage difference between steps 13 and 14.

The salary schedule in effect for 2019-2020 school year shall be created by increasing the salary schedule in effect on June 30, 2019 by 1.25% for Steps A-19, and by 1.75% for Step 20.

The salary schedule in effect for 2020-2021 school year shall be created by increasing the salary schedule in effect on June 30, 2020, by 1.25% for Steps A-19, and by 1.75% for Step 20.

The salary schedule in effect for 2021-2022 school year shall be created by increasing the salary schedule in effect on June 30, 2021 by 1.25% for Steps A-19, and by 1.75% for Step 20.

2. Effective July 1st of each year of this agreement, all non-salary schedule compensation, with the exception of athletics, set forth in the parties' collective bargaining agreement, shall be increased by one and a quarter percent (1.25%) in each year of this agreement.

Effective July 1st of each year of this agreement, all non-salary athletics schedule compensation, outlined in the parties' collective bargaining agreement, shall be increased by four percent (4.0%) in each year of this agreement.

3. Curriculum work performed outside of the regular school day shall be compensated at the rate of \$45.00/hour. Continuing education (i.e., lifeguard, yoga, etc.) work outside of the regular school day shall be compensated at the rate of \$40.00/hour.

B. Step Movement

Unit members who are eligible to advance a step may do so each year of this Agreement.

Except as noted below, in order to move to the next step on the salary schedule, a teacher must have been employed for a minimum of five (5) consecutive months and prior to February 1 in his/her prior school year. Step movement shall take place in September only except in the event of a teacher returning from a leave of absence during the school year who meets the requirements as outlined above.

Part-time teachers who are employed in excess of 50% of the workday and who work the full teacher's work year or who work a full day on at least 50% of the work days of the teacher's work year shall be advanced a step for the next following school year. Those part-time teachers who work more than 25% but less than 50% of the teacher's workday on each day of the work year or full days for that proportion of the work year shall be entitled to step advancement every second following school year. Those part-time teachers who work less than 25% of the full-time teacher's workday each day of the teacher's work year or the full day on up to 25% of the days in the teacher's work year shall be entitled to step advancement following every third year of employment.

C. In-Service and Graduate Credits

1. Teachers taking Warwick Valley Central School District sponsored In- Service Courses and earning credits beyond BA+60 or MA+60 will be paid a sum of \$250.00 at the end of the academic year in which the course credits are earned.

2. In addition to the core In-Service Courses, the District agrees to provide five (5) credits of in-service courses per year.

3. In-Service credit will only be granted for Warwick Valley Central School District sponsored In-Service Courses, and the Superintendent or his/her designee may approve out-of-District courses (including

video/correspondence courses taken for graduate credit and offered by an accredited university) which are relevant to the teacher's assignment, prior knowledge and course work, and which must meet the fifteen (15) hour course requirement for one (1) unit of In-Service credit. Credit will be denied if the teacher fails to meet the attendance and participation requirements of the course work.

4. All In-Service courses not required for meeting the core course requirements related to the granting of tenure shall require the approval of the Superintendent of Schools or his/her designee. Approval shall be based upon relevancy to the teacher's assignment and prior knowledge and course work.

5. All graduate courses not required for permanent teacher certification shall require the prior approval of the Superintendent of Schools or his/her designee. Approval shall be based upon relevance to the teaching assignment and prior knowledge and course work.

6. Credits taken in pursuit of an administrative certificate or degree shall be considered for purposes of salary credit at the discretion of the Superintendent of Schools.

7. All credits to be considered for salary at the time of hire must be submitted at the time of hire.

D. Lanes

Effective July 1, 2016, salary lanes BA15, BA30, BA45, BA60, MA15, and MA45 shall be deleted in its entirety. These lanes shall continue to exist for the sole purpose of establishing salary for those employees currently on BA15, BA30, BA45, BA60, MA15, and MA45. Employees not within the aforementioned lanes shall be ineligible for movement to these lanes effective July 1, 2016, unless otherwise noted below.

Employees at MA or MA30 as of July 1, 2016, shall have until September 1, 2016 to obtain MA15 or MA45 lane status, whichever may be applicable, and shall remain at that lane indefinitely or until sufficient credits are received to move to MA30 or MA60. In the event employees at MA or MA30 have not obtained sufficient credits to obtain MA15 or MA45 status by September 1, 2016, they will have waived any right to this lane movement and shall only be eligible for movement to MA30 or MA60, upon obtaining the requisite credits. Lane movement shall take place in September only, except for teachers returning from leave of absence during the school year who meet the requirements. Members may not move/advance more than one lane per year.

E. Longevity

Longevity payments over and above the salary schedule will be paid as of the effective dates below, as follows:

	7/1/19 (3.5%)	7/1/20 (3.5%)	7/1/21 (3.5%)
Steps 18-20	\$1,279	\$1,324	\$1,370
Steps 21-23	\$2,132	\$2,206	\$2,284
Steps 24-27	\$3,199	\$3,311	\$3,427
Steps 28 +	\$7,464	\$7,726	\$7,996

F. Guidance Counselors

The work year of School Counselors shall be eighteen (18) days beyond the teachers' work year. These days shall include the five (5) business days immediately preceding the first day of the regular teachers' work year and the five (5) business days immediately following the last day of the teachers' work year. These days shall also require School Counselors to work at four (4) evening activities, in addition to those required of teachers in the bargaining unit. Each of the four (4) evening activities shall be equivalent to a half (1/2) day worked, totaling two (2) days. School Counselors are expected to perform their remaining six (6) days for professional duties beyond the regular school day during the regular school year or during the summer with principal's prior approval. Professional duties can include, but are not limited to, additional evening activities beyond the required four (4), K-12 school counselor advisory council meetings, administration of examinations beyond the school work day, emergency crisis team, PTA meetings, community organizations and scheduling. In consideration of these additional duties, School Counselors shall be paid salary based on 1.1 times their step placement on the salary schedule. Any additional work days beyond the eighteen (18) will be paid at the School Counselor's per diem rate of 1/200 of base salary.

Summer scheduling for school counselors shall be a collaborative process, with final determination made by the principal. Requests for days shall be submitted by counselors to the building principal/administrative designee by May 1st and finalized by June 15th of each school year.

G. Psychologists

Psychologists hired on or before February 1, 1999 shall be paid 1.1 of the Teachers' Salary Schedule and shall work the same work year as a classroom teacher. Psychologists hired after February 1, 1999 shall be paid on the Teachers' Salary Schedule and shall work the same work year as a classroom teacher.

H. Doctorate

One thousand (\$1,000.00) dollars will be added for a conferred earned doctorate.

I. National Board Certification

Seven hundred fifty (\$750.00) dollars will be added to annual compensation for valid and current National Board Certification. This amount is not cumulative as a function of the number of valid certificates an individual possesses.

J. Salary Notices

Salary notices will be sent to all teachers within ten (10) working days after negotiations are completed and agreement is accepted by both the District and the Association. In the event of a multi-year agreement, salary notices for the second and/or third years shall be sent by June 30th.

K. CTE Teachers

For CTE certified teachers there is an expectation that students need extra hours to complete course requirements, so additional time shall be compensated at the rate of \$45 per hour which must be approved by the building principal in advance.

ARTICLE XX. EXTRA-CURRICULAR

A. Extra and co-curricular stipends shall be increased in the following manner throughout the term of this Agreement:

Year	Non-Athletic Stipends % Increase	Athletic Stipends % Increase
2019-20	1.25%	4%
2020-21	1.25%	4%
2021-22	1.25%	4%

Stipends are yearly unless seasonally designated and appointments are made annually.

WVTA members who serve as coaches for WVCSD athletic teams shall receive an additional \$500 above the schedule in the CBA, for each season.

B. It is recognized that extra-curricular activities are an integral part of the educational function of the District and the professional staff. The District and the Association shall make every effort to insure that qualified staff members fill these positions.

In filling extra-curricular positions, the District shall first offer the position to any qualified applicant within the bargaining unit. Those selected shall be paid according to Extra-Duty Salary Schedule.

In the event no member of the unit applies for such position, the District shall make a good faith effort to seek qualified individuals or volunteers outside the unit.

In the event no qualified individuals have been selected pursuant to the procedures outlined above, the District and the Association shall endeavor to insure that coverage is provided.

If assignments must be made, the District shall not assign teachers to activities unrelated to their area of competency or where the assignment would cause such a severe hardship on the individual so as to outweigh the reasonable needs of the District.

C. Between November 15 and December 15 each year, the District shall offer the WVTA the opportunity to meet and consult regarding changes in the District stipend positions for the ensuing school year. This provision is not intended to restrict the Association's Taylor Law negotiations rights.

ARTICLE XXI. MILEAGE REIMBURSEMENT

Personnel who use their own cars for inter-school travel will be compensated at the mileage rate determined by referencing the current IRS rate, rounded down to the nearest full cent.

ARTICLE XXII. INSURANCE AND PERSONAL PROPERTY LOSS

A. Health

The District shall continue participation in the Orange-Ulster School Districts Health Plan and any other plan agreed upon by both parties on the basis of the District paying additional costs for individual and family health insurance coverage beyond the dollar amounts contributed by bargaining unit members who enroll for family or individual coverage as set forth below:

Effective July 1, 2019 - 13.5%

Effective July 1, 2020 - 14%

Effective July 1, 2021 - 14.5%

Retirees shall contribute at a rate (%) equal to what the member contributed in their last year of employment before retirement.

Notwithstanding the above, in the event of the discontinuation of the Orange-Ulster School Districts Health Plan, the District shall be allowed to change plans to the Statewide Employees Health Insurance Plan, with full enhancements, for a period of two years following the discontinuation of the Orange-Ulster School Districts Health Plan. If, upon the passage of that time, the District and the Association do not agree upon a successor health insurance plan, the District shall be obligated to provide a plan with equal or better benefits than those provided by the Orange-Ulster Districts Health Plan at the time of its termination.

Teachers who are not employed in full-time (1.0 FTE) positions are not eligible for the health insurance buyout. Members of the unit hired on or before June 30, 2015, who are presently receiving health insurance coverage through the District, may withdraw from the District's Plan during the life of this Agreement and shall receive, effective with the 2015-16 school year, a family rate health insurance buy-out of \$4,000, provided that they provide written proof they are otherwise health insured during the period of the buy-out and provided, further, that they remain uncovered for a period of twelve (12) consecutive months. Employees hired on or after July 1, 2015 shall be eligible for a family rate health insurance buy-out of \$2,000, provided the same qualifications are met. After the first twelve (12) consecutive months of the buy-out, the buy-out shall be computed on a July 1 through June 30 year and payment shall be made in a June payroll, with a pro-rated payment during the second year only, if necessary. Employees shall be eligible for the buy-out annually, provided the employee has not re-entered the Plan. Employees hired on or after July 1, 2015 shall be ineligible for the buyout if their spouse is covered by the Orange, Ulster Health Plan or, in the event there is a change of plans, the same Plan as offered by the District. Substitutes employed in a full-time (1.0 FTE) encumbered position shall be eligible for the buy-out on a prorated basis.

Nothing contained herein shall preclude a member of the unit from re-entering the Plan at any time. In the event the member re-enters the Plan within a twelve-month period, no payments shall be made hereunder, unless such re-entry into the Plan is due to retirement from the District or discontinuation of the other health insurance coverage required above (e.g., death, loss of employment in which case the buy-out would be pro-rated). Proof of the discontinuation of the other health insurance coverage must be provided to the District.

Unit members whose spouses are eligible for family coverage under the Orange-Ulster BOCES health insurance plan through this employer or another employer shall not be eligible for dual coverage through this employer. Such employees may have individual coverage if the spouse opts for individual coverage. Should the spouse's governing agreement contain a provision prohibiting dual coverage in the Orange-Ulster BOCES health insurance plan, the spouse with the earlier birth date shall be entitled to coverage, if both governing agreements employ a birthday rule.

Teachers hired on or after July 1, 2008 will be subject to a vesting requirement of ten (10) cumulative year of service prior to retirement, to be entitled to individual coverage in retirement and/or fifteen (15) cumulative years of service prior to retirement to be entitled to family coverage in retirement. Such requirements can be waived at the discretion of the Superintendent.

B. Benefit Trust

The District shall contribute \$14,000 per annum, plus the following non-cumulative amounts: \$1,315 effective July 1, 2019; \$1,340 effective July 1, 2020; \$1,365 effective July 1, 2021, per participating unit member, per annum, to the Warwick Benefit Trust which shall be under the direction of trustees appointed by the Association. Part-time teachers will reimburse the District on a pro-rated basis, as described in Article I, towards the District's contribution as referenced herein. The District is authorized to recoup out of the employee's pay such monies if not voluntarily reimbursed by such employees. One-half of the District's contributions to the trust shall be paid on July 1st with the balance to be paid on January 1st of each school year. Such monies shall be expended for such benefits as the trustees prescribe. The Association agrees to indemnify the District against any losses and provide a legal defense in any litigation arising under this provision of the Agreement except with respect to its obligation to make contributions as provided for hereinabove. The District shall have the right to review all audits of the Warwick Benefit Trust.

C. Flexible Compensation

The District shall implement a §125 Internal Revenue Code flexible benefits plan, including Part "A" (employee health insurance contributions) and Part "B" (deductibles, co-pays, child care, etc.). The administration of the plan shall be provided by a third party administrator at no net cost or an insubstantial net cost to the District.

D. Personal Property

A one thousand (\$1,000.00) dollar fund shall be established annually by the District to reimburse teachers for loss of, or damage to, personal property arising within the scope of their employment. The teacher must submit proof of loss and the loss cannot be the result of the teacher's own negligence. Said reimbursement shall be limited to losses occurring on school grounds. This provision shall not cover the loss of money.

Any unpaid claims from the preceding school year may be paid from unused available monies in the current school year's \$1,000 fund.

The fund herein shall be administered by the Superintendent whose decision shall be final and not subject to the grievance procedure.

ARTICLE XXIII. RETIREMENT INCENTIVE

A. Retirement/Sick Leave Incentive

In the case of a mid-year retirement, a unit member shall be eligible for this retirement incentive with an irrevocable letter of retirement submitted to the District by October 1st, with retirement effective on or following February 1st of the next semester.

In the case of an end of the year retirement, a unit member shall be eligible for this retirement incentive with an irrevocable letter of retirement submitted to the district by January 15th with retirement effective at the end of the school year.

A member is eligible for this retirement incentive in the year the unit member first becomes eligible to retire without penalty under the rules of the New York State Teachers Retirement System. Unit members who elect to retire in the first year they are eligible to retire without penalty, shall receive \$285 per day, times the number of unused sick days, up to 180 days. This shall be a retirement benefit amount for a maximum benefit of \$51,300.

A unit member whose birthday falls between July 1st and August 31st must elect to retire the school year immediately before his/her birthday to qualify for this incentive. Timelines for an irrevocable letter of retirement apply.

Early Retirement Incentive

Any unit member who is at least 55 years of age and has at least fifteen (15) years of service time with the WVCSD, and is not yet eligible to retire without penalty, shall receive \$285 per day times the number of unused sick days, up to 100 sick days. This shall be the retirement benefit amount, not to exceed \$28,500.

B. District Rights

In the event that the State does institute a retirement incentive in subsequent years, the unit member must select either the district plan or the State plan if applicable and the district has agreed to participate.

If any provision of the retirement incentive is deemed illegal or unenforceable, the entire provision shall be deemed null and void and the parties shall reopen negotiations on this topic. If the parties are unable to agree upon a substitute provision within 30 days of the reopener, the issue may be submitted by either party to arbitration by making a request to the AAA pursuant to its rules. The "last best offer" rule shall apply to the arbitration.

C. Deferred Compensation Plan

Any unit member who became eligible to retire without penalty (according to TRS) and elects to receive the retirement incentive in their first year of eligibility, the benefit shall be paid out over three (3) years.*

For unit members 55 years of age and 10 years with WVCSD and elects to receive the retirement incentive, the benefit shall be paid as follows: \$15,000.00 in the first year and the balance in the second year.*

**Payment shall be made in increments of \$15,000.00 per year with the balance paid in years 2 and 3 as needed to meet the contract requirements. Payment shall be made into a District approved 403 (b) of the unit members' choice. Such payments shall be paid by October 1st of the school year following the unit member's retirement.*

1. No Cash Option: No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described therein.
2. Contribution Limitations: In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under §415(c)(1) of the internal Revenue Code, as adjusted for cost of living increases, using the calendar year for determining the contribution limit. For Employer non-elective contributions made post-employment to a former employee's 403(b) account, the contribution limit shall be based on the employee's compensation, as determined under Section 403 (b)(3) of the Code and, in any event, no Employer non-elective contribution shall be made on behalf of such former employee after the fourth taxable year following the taxable year in which that employee terminates employment.

In the event that the calculation of the Employer non-elective contribution reference in any of the preceding paragraphs exceeds the applicable contribution limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers Retirement System ("TRS") with a membership date before June 17, 1971¹ and for all members in the New York State.

¹ Explanation for TRS Categories: under Education Law § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five year final average salary upon which a member's life time pension is, in part, calculated, includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving as compensation in their final year of employment that portion of the Employer non-elective contribution, which is in excess of the maximum contribution limits of IRC §415

The final average salary of all other members of the TRS (i.e., all TRS members with a membership day on or after June 17, 1971) may not include any form of termination pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer non-elective contribution, which is in excess of the maximum contribution limits of IRS §415, may be more advantageous for those members.

Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer non-elective contribution up to the contribution limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the employee. In no instance shall the employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the contribution limit of the Internal Revenue Code is fully met through payment of the Employer's non-elective contribution; and

- B. For all members in the TRS with a membership date in the TRS on or after June 17, 1971, the employee shall first make an Employer non-elective contribution up to the contribution limit of the Internal Revenue Code. To the extent that the Employer non-elective contribution exceeds the contribution limit, such excess shall be reallocated to the employee the following year as an employer non-elective contribution (which contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer's non-elective contribution is fully deposited into the employee's 403(b) account, In no case shall the Employer non-elective contribution exceed the contribution limit on the Internal Revenue Code.
3. 403(b) Accounts: Employer contribution shall be deposited into the 403(b) account selected by employee to receive Employer contribution, provided such account will accept Employer non-elective contributions. If the employee does not designate a 403(b) account to receive Employer's non-elective contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into an endorsed/approved 403(b) program.
 4. Tier I Adjustments: Tier I members with membership dates prior to June 17, 1971, Employer non-elective contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
 5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
 6. Employer Non-Elective Contributions Equal to Termination Pay: The Employer agrees to make an Employer non-elective contribution to the 403(b) account of each covered employee who serves their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of the Employer non-elective contribution shall be the amount set forth at Article XXIII(C) for those unit members eligible for that benefit. The Employer shall make the contribution described in paragraph 2, hereinabove. Payment shall be made between June 30th and December 1st of the calendar year of retirement.

ARTICLE XXIV. DRESS CODE

All staff are expected to be neat, clean and to wear appropriate dress for work that is in good taste and suitable for the job at hand.

ARTICLE XXV. GRIEVANCE PROCEDURE

A. Definition

A grievance is a claimed violation, misinterpretation or inequitable application of the terms and conditions of this contract.

B. Steps

Step 1 – The aggrieved party or the Association, where claiming a violation of a right specifically guaranteed to it as an Association by a specific provision of this agreement (e.g., use of buildings, mail boxes, committee work), shall institute a grievance within thirty (30) days of the date upon which the teacher or Association knew or should have known of the act or condition upon which the grievance was based, or the grievance shall be deemed waived and barred and outside the jurisdiction of any arbitrator. A grievance affecting more than one teacher may be pursued as a class grievance provided the teachers affected become a party to the grievance and the District agrees to process the grievance as a class grievance. The teacher, orally and informally, will confer with his/her immediate superior, who may be the department chairperson, assistant principal or building principal. At this time, the teacher shall notify the Grievance Committee as to the nature of his/her grievance.

Step 2 – If within ten (10) working days thereafter, the grievance is not resolved to the satisfaction of the employee by his/her immediate supervisor, the employee shall file the grievance in writing with the building principal and the Grievance committee and may request a meeting with the building principal, a representative of the Association, and any other immediate supervisor. The principal shall respond in writing to all written grievances with ten (10) working days.

Step 3 – If, within ten (10) working days thereafter, the grievance has not been satisfactorily resolved in Steps 1 and 2, the employee shall submit in writing immediately his/her complaint to the Grievance Committee of the Association, which Committee shall then review the merits of the grievance and proceed accordingly. The Grievance Committee shall take action within ten (10) working days. The Grievance Committee reserves the right to reject any grievance which it considers unsuitable for further action on its part.

Step 4 – If the principal's decision fails to resolve the situation or if no decision is rendered within ten (10) working days, the Committee shall request, in writing, a review by the Superintendent who will render a decision, in writing, to the Committee within ten (10) working days after receipt of the grievance from the Committee.

Where processing a grievance at lower levels would be inappropriate, a grievance may be instituted at this Step provided the District agrees.

Step 5 – In the event that the preceding steps have failed to resolve the dispute to the satisfaction of the Committee and the grievant, the Board of Education and/or the Association shall have the option to request a meeting with the Board or a subcommittee thereof, provided such option is exercised within ten (10) working days of receipt of the Superintendent's decision. If the decision of the Board is not satisfactory to the teacher and the Association, the Association may, within ten (10) working days of receipt of the Board Decision, submit the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association.

In the event the option above is not exercised and the decision of the Superintendent is not satisfactory to the grievant and the Association, the Association may, within fifteen (15) working days of the receipt of the Superintendent's decision at Step 3, submit the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association.

The selection of the arbitrator shall be made pursuant to the rules of the American Arbitration Association.

Demands for arbitration filed pursuant to Step 5 above may only be filed by the Association or with its expressed written consent.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority as defined herein, will be accepted as final by the parties to the dispute and both will abide by it.

The costs of the arbitrator and any filing fees shall be divided equally between the District and the Association.

ARTICLE XXVI. SAVINGS CLAUSE

If any section of the Agreement is contrary to law or the regulations of the Commissioner of Education, that section and only that section becomes null and void. The rest of the Agreement remains in effect.

ARTICLE XXVII. DURATION

This Agreement shall become effective upon signing and shall remain in full force and effect until June 30, 2022. Negotiations for a successor agreement shall commence no later than November 2021.

ARTICLE XXVIII. TAYLOR LAW NOTICE

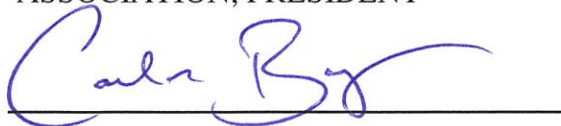
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

THE WARWICK VALLEY TEACHERS ASSOCIATION AND THE DISTRICT HAVE RATIFIED THIS AGREEMENT AND THEIR RATIFICATION IS ATTESTED BY THE SIGNATURES APPEARING BELOW:

WARWICK VALLEY CENTRAL
SCHOOL DISTRICT, SUPERINTENDENT

A handwritten signature in blue ink, appearing to read "David Reed", written over a horizontal line.

WARWICK VALLEY TEACHERS'
ASSOCIATION, PRESIDENT

A handwritten signature in blue ink, appearing to read "Carol By", written over a horizontal line.

WVTA 2019-2020 SALARY SCHEDULE

1.25% (A-19) & 1.75% (20) **2019 - 2020**

	BA	MA	MA15	MA30	MA45	MA60
*A	50,703	55,260	55,260	59,478	59,478	63,835
*B	50,703	55,260	55,260	59,478	59,478	63,835
C	53,832	58,390	59,445	62,608	63,665	66,965
1	56,962	61,519	63,630	65,737	67,853	70,094
2	58,672	63,365	65,538	67,711	69,889	72,195
3	60,509	65,810	67,984	70,164	72,323	74,508
4	62,333	68,262	70,430	72,602	74,772	76,947
5	64,160	70,697	72,877	75,053	77,212	79,390
6	65,998	73,142	75,318	77,491	79,663	81,829
*6A	65,998	73,142	75,318	77,491	79,663	81,829
7	65,998	76,495	78,678	80,849	83,031	85,193
8	65,998	79,265	81,432	83,601	85,772	87,946
9	65,998	82,011	84,180	86,357	88,520	90,703
10	65,998	84,758	86,939	89,106	91,279	93,447
11	65,998	87,510	89,684	91,859	94,029	96,202
12	65,998	90,264	92,441	94,603	96,779	98,952
*12A	65,998	90,264	92,441	94,603	96,779	98,952
13	65,998	93,016	95,185	97,358	99,529	101,703
13A	74,063	94,389	96,560	98,735	100,906	103,081
14	82,128	95,762	97,936	100,112	102,284	104,459
15	82,128	98,514	100,694	102,862	105,038	107,210
16	82,128	101,273	103,448	105,614	107,787	109,959
17	82,128	101,273	103,448	105,614	107,787	109,959
18	82,128	101,273	103,448	105,614	107,787	109,959
19	82,128	101,273	103,448	105,614	107,787	109,959
20	90,593	110,068	112,234	114,435	116,613	118,798

LONGEVITY 2019-2020	
STEPS 18-20	1279
STEPS 21-23	2132
STEPS 24-27	3199
STEPS 28 & ABOVE	7464

*A, *B, *6A, *12A pertains to employees hired 7/1/15 or later.
MA15 & MA45 lanes are closed for future advancement.

WVTA 2020-2021 SALARY SCHEDULE

1.25% (A-19) & 1.75% (20) **2020 - 2021**

	BA	MA	MA15	MA30	MA45	MA60
*A	51,337	55,951	55,951	60,222	60,222	64,633
*B	51,337	55,951	55,951	60,222	60,222	64,633
C	54,505	59,120	60,188	63,390	64,461	67,802
1	57,674	62,288	64,425	66,559	68,701	70,971
2	59,405	64,157	66,357	68,557	70,762	73,098
3	61,265	66,633	68,834	71,041	73,227	75,439
4	63,112	69,115	71,311	73,510	75,707	77,909
5	64,962	71,581	73,787	75,991	78,177	80,383
6	66,823	74,056	76,259	78,459	80,659	82,852
*6A	66,823	74,056	76,259	78,459	80,659	82,852
7	66,823	77,452	79,661	81,859	84,069	86,258
8	66,823	80,256	82,450	84,646	86,844	89,046
9	66,823	83,036	85,233	87,436	89,627	91,837
10	66,823	85,818	88,025	90,220	92,420	94,615
11	66,823	88,604	90,805	93,008	95,204	97,405
12	66,823	91,393	93,597	95,785	97,989	100,189
*12A	66,823	91,393	93,597	95,785	97,989	100,189
13	66,823	94,179	96,375	98,575	100,773	102,974
13A	74,989	95,569	97,767	99,969	102,168	104,369
14	83,155	96,959	99,160	101,363	103,562	105,765
15	83,155	99,745	101,953	104,147	106,351	108,550
16	83,155	102,539	104,741	106,934	109,134	111,334
17	83,155	102,539	104,741	106,934	109,134	111,334
18	83,155	102,539	104,741	106,934	109,134	111,334
19	83,155	102,539	104,741	106,934	109,134	111,334
20	92,178	111,995	114,198	116,437	118,654	120,877

LONGEVITY 2020-2021	
STEPS 18-20	1324
STEPS 21-23	2206
STEPS 24-27	3311
STEPS 28 & ABOVE	7726

*A, *B, *6A, *12A pertains to employees hired 7/1/15 or later.
MA15 and MA45 lanes are closed for future advancement.

WVTA 2021-2022 SALARY SCHEDULE

1.25% (A-19) & 1.75% (20) **2021 - 2022**

	BA	MA	MA15	MA30	MA45	MA60
*A	51,978	56,650	56,650	60,975	60,975	65,441
*B	51,978	56,650	56,650	60,975	60,975	65,441
C	55,187	59,859	60,940	64,183	65,267	68,649
1	58,395	63,067	65,230	67,391	69,560	71,858
2	60,148	64,959	67,186	69,414	71,647	74,012
3	62,031	67,466	69,694	71,929	74,142	76,382
4	63,901	69,979	72,202	74,429	76,653	78,883
5	65,774	72,476	74,710	76,941	79,154	81,387
6	67,658	74,981	77,212	79,440	81,667	83,888
*6A	67,658	74,981	77,212	79,440	81,667	83,888
7	67,658	78,420	80,657	82,882	85,120	87,337
8	67,658	81,259	83,480	85,705	87,930	90,159
9	67,658	84,074	86,298	88,529	90,747	92,985
10	67,658	86,891	89,126	91,348	93,576	95,798
11	67,658	89,712	91,940	94,170	96,395	98,622
12	67,658	92,535	94,767	96,983	99,214	101,441
*12A	67,658	92,535	94,767	96,983	99,214	101,441
13	67,658	95,356	97,579	99,807	102,033	104,261
13A	75,926	96,763	98,989	101,219	103,445	105,674
14	84,195	98,171	100,399	102,630	104,857	107,087
15	84,195	100,992	103,227	105,449	107,680	109,907
16	84,195	103,821	106,050	108,270	110,498	112,726
17	84,195	103,821	106,050	108,270	110,498	112,726
18	84,195	103,821	106,050	108,270	110,498	112,726
19	84,195	103,821	106,050	108,270	110,498	112,726
20	93,791	113,955	116,197	118,475	120,730	122,992

LONGEVITY 2021-2022	
STEPS 18-20	1370
STEPS 21-23	2284
STEPS 24-27	3427
STEPS 28 & ABOVE	7996

*A, *B, *6A, *12A pertains to employees hired 7/1/15 or later.

MA15 and MA45 lanes are closed for future advancement.

EXTRA DUTY - SCHEDULE I

	2019 - 2020	2020 - 2021	2021 - 2022
	1.25%	1.25%	1.25%
A 0.1	428	434	439
B 0.2	857	867	878
C 0.3	1285	1301	1317
D 0.4	1715	1737	1758
E 0.5	2143	2170	2197
F 0.6	2573	2605	2637
G 0.7	3000	3038	3076
H 0.8	3428	3471	3515
I 0.9	3860	3908	3957
J 1.0	4286	4339	4394
K 1.1	4716	4775	4835
L 1.2	5149	5213	5278
M 1.3	5577	5647	5717
N 1.4	6005	6080	6156
O 1.5	6432	6513	6594

EXTRA DUTY - SCHEDULE I (ATHLETICS)

	2019 - 2020	2020 - 2021	2021 - 2022
	4.00%	4.00%	4.00%
A 0.1	537	558	580
B 0.2	1062	1104	1148
C 0.3	1600	1664	1731
D 0.4	2135	2220	2309
E 0.5	2664	2771	2882
F 0.6	3198	3326	3459
G 0.7	3733	3882	4037
H 0.8	4267	4438	4616
I 0.9	4803	4995	5195
J 1.0	5334	5547	5769
K 1.1	5869	6104	6348
L 1.2	6404	6660	6926
M 1.3	6937	7214	7503
N 1.4	7472	7771	8082
O 1.5	8003	8323	8656

EXTRA DUTY - SCHEDULE II

	2019 - 2020	2020 - 2021	2021 - 2022
	1.25%	1.25%	1.25%
A 0.1			
Step I: 1-2	428	433	438
Step II: 3-4	469	475	481
Step III: 5-9	509	515	521
Step IV: 10 & above	556	563	570

B 0.2			
Step I: 1-2	857	868	879
Step II: 3-4	916	927	939
Step III: 5-9	1002	1015	1028
Step IV: 10 & above	1087	1101	1115

C 0.3			
Step I: 1-2	1285	1301	1317
Step II: 3-4	1410	1428	1446
Step III: 5-9	1542	1561	1581
Step IV: 10 & above	1670	1691	1712

D 0.4			
Step I: 1-2	1715	1736	1758
Step II: 3-4	1881	1905	1929
Step III: 5-9	2056	2082	2108
Step IV: 10 & above	2230	2258	2286

E 0.5			
Step I: 1-2	2143	2170	2197
Step II: 3-4	2356	2385	2415
Step III: 5-9	2573	2605	2638
Step IV: 10 & above	2787	2822	2857

F 0.6			
Step I: 1-2	2573	2605	2638
Step II: 3-4	2831	2866	2902
Step III: 5-9	3087	3126	3165
Step IV: 10 & above	3342	3384	3426

EXTRA DUTY - SCHEDULE II (continued)

	2019 - 2020	2020 - 2021	2021 - 2022
	1.25%	1.25%	1.25%
G 0.7			
Step I: 1-2	3000	3038	3076
Step II: 3-4	3300	3341	3383
Step III: 5-9	3599	3644	3690
Step IV: 10 & above	3903	3952	4001

H 0.8			
Step I: 1-2	3428	3471	3514
Step II: 3-4	3777	3824	3872
Step III: 5-9	4117	4168	4220
Step IV: 10 & above	4459	4515	4571

I 0.9			
Step I: 1-2	3860	3908	3957
Step II: 3-4	4244	4297	4351
Step III: 5-9	4634	4692	4751
Step IV: 10 & above	5016	5079	5142

J 1.0			
Step I: 1-2	4286	4340	4394
Step II: 3-4	4716	4775	4835
Step III: 5-9	5149	5213	5278
Step IV: 10 & above	5577	5647	5718

K 1.1			
Step I: 1-2	4716	4775	4835
Step II: 3-4	5190	5255	5321
Step III: 5-9	5660	5731	5803
Step IV: 10 & above	6133	6210	6288

L 1.2			
Step I: 1-2	5149	5213	5278
Step II: 3-4	5660	5731	5803
Step III: 5-9	6173	6250	6328
Step IV: 10 & above	6693	6777	6862

EXTRA DUTY - SCHEDULE II (continued)

	2019 - 2020	2020 - 2021	2021 - 2022
	1.25%	1.25%	1.25%
M 1.3			
Step I: 1-2	5577	5647	5718
Step II: 3-4	6133	6210	6288
Step III: 5-9	6693	6777	6862
Step IV: 10 & above	7259	7350	7442

N 1.4			
Step I: 1-2	6005	6080	6156
Step II: 3-4	6606	6689	6773
Step III: 5-9	7200	7290	7381
Step IV: 10 & above	7777	7874	7972

O 1.5			
Step I: 1-2	6432	6512	6593
Step II: 3-4	7075	7163	7253
Step III: 5-9	7712	7808	7906
Step IV: 10 & above	8329	8433	8538

MS Advisory Council	1607	1627	1647
Extra Duty Stipend	529	536	543
Mentor/Intern Advisory Council	757	766	776
Mentor (w/1 Intern)	2048	2074	2100
Mentor (w/2 Interns)	3039	3077	3115

EXTRA DUTY - SCHEDULE II (Athletics)

	2019 - 2020	2020 - 2021	2021 - 2022
	4.00%	4.00%	4.00%
A 0.1			
Step I: 1-2	537	558	580
Step II: 3-4	584	607	631
Step III: 5-9	635	660	686
Step IV: 10 & above	693	721	750

B 0.2			
Step I: 1-2	1062	1104	1148
Step II: 3-4	1139	1185	1232
Step III: 5-9	1248	1298	1350
Step IV: 10 & above	1356	1410	1466

C 0.3			
Step I: 1-2	1600	1664	1731
Step II: 3-4	1759	1829	1902
Step III: 5-9	1922	1999	2079
Step IV: 10 & above	2079	2162	2248

D 0.4			
Step I: 1-2	2135	2220	2309
Step II: 3-4	2345	2439	2537
Step III: 5-9	2555	2657	2763
Step IV: 10 & above	2771	2882	2997

E 0.5			
Step I: 1-2	2664	2771	2882
Step II: 3-4	2931	3048	3170
Step III: 5-9	3198	3326	3459
Step IV: 10 & above	3469	3608	3752

F 0.6			
Step I: 1-2	3198	3326	3459
Step II: 3-4	3521	3662	3808
Step III: 5-9	3842	3996	4156
Step IV: 10 & above	4158	4324	4497

EXTRA DUTY - SCHEDULE II (Athletics) continued

	2019 - 2020	2020 - 2021	2021 - 2022
	4.00%	4.00%	4.00%
G 0.7			
Step I: 1-2	3733	3882	4037
Step II: 3-4	4108	4272	4443
Step III: 5-9	4479	4658	4844
Step IV: 10 & above	4854	5048	5250

H 0.8			
Step I: 1-2	4267	4438	4616
Step II: 3-4	4696	4884	5079
Step III: 5-9	5124	5329	5542
Step IV: 10 & above	5550	5772	6003

I 0.9			
Step I: 1-2	4803	4995	5195
Step II: 3-4	5284	5495	5715
Step III: 5-9	5766	5997	6237
Step IV: 10 & above	6240	6490	6750

J 1.0			
Step I: 1-2	5334	5547	5769
Step II: 3-4	5869	6104	6348
Step III: 5-9	6404	6660	6926
Step IV: 10 & above	6937	7214	7503

K 1.1			
Step I: 1-2	5869	6104	6348
Step II: 3-4	6454	6712	6980
Step III: 5-9	7042	7324	7617
Step IV: 10 & above	7628	7933	8250

L 1.2			
Step I: 1-2	6404	6660	6926
Step II: 3-4	7042	7324	7617
Step III: 5-9	7677	7984	8303
Step IV: 10 & above	8325	8658	9004

EXTRA DUTY - SCHEDULE II (Athletics) continued

	2019 - 2020	2020 - 2021	2021 - 2022
	4.00%	4.00%	4.00%
M 1.3			
Step I: 1-2	6937	7214	7503
Step II: 3-4	7628	7933	8250
Step III: 5-9	8325	8658	9004
Step IV: 10 & above	9029	9390	9766

N 1.4			
Step I: 1-2	7472	7771	8082
Step II: 3-4	8220	8549	8891
Step III: 5-9	8960	9318	9691
Step IV: 10 & above	9675	10062	10464

O 1.5			
Step I: 1-2	8003	8323	8656
Step II: 3-4	8804	9156	9522
Step III: 5-9	9595	9979	10378
Step IV: 10 & above	10364	10779	11210

EXTRA-DUTY SALARY SCHEDULE

GENERAL AND SPECIFIC EXTRA DUTY

1. General Extra-Duty shall be paid in the amount indicated on Extra Duty Schedule II per school year. Assignments refer to athletic chaperones, ticket takers, timers, score keepers, co-curricular program chaperones, etc.
2. Teachers that participate in the Outdoor Education Activity Trip shall be paid at the Extra Duty Stipend rate indicated on Extra Duty Schedule II for the five (5) day involvement or a pro-rated amount with administration approval.
3. Appointment to any Specific Extra-Duty position on the attached list shall be recommended by the Superintendent of Schools to the Board of Education for its approval. Appointments will be for one year only.
4. Dates of payment for Specific Extra-Duty Assignment shall be made according to the nature of the assignment within the following guidelines:
 - a. Those assignments which are continuous throughout the year (Dept. Chairpersons, Advisory Council, etc.):

50% between 1st and 2nd pay period in December
50% between 1st and 2nd pay period in June
 - b. Terminal pay assignments (seasonal sports, dramatics, etc.) will be paid three times during the year:

Fall - between 1st and 2nd pay period in November
Winter - between 1st and 2nd pay period in March
Spring - between 1st and 2nd pay period in June
 - c. Payment shall be by separate check.
 - d. When a Coach/Advisor moves to a different level in the same sport/activity, he or she will not forfeit his or her experience step.
 - e. When a unit member, acting as a Coach/Advisor, returns from a leave in the same sport/activity, he or she will not forfeit the experience step.
 - f. The W.V.T.A. will encourage their members to fill all of the positions and chaperoning at least one assignment a year.

Athletic Stipends

Position	Schedule
Football	
Boys' Varsity Head Coach	II M
Boys' Varsity Assistant	II I
Boys' Varsity Assistant	II I
Boys' JV Head Coach	II G
Boys' JV Assistant	II F
Boys' JV Assistant	II F
Boys' Freshman Head Coach	I F
Boys' Freshman Assistant	I E
Boys' Modified Head Coach	I F
Boys' Modified Assistant	I E

Basketball	
Boys' Varsity Head Coach	II M
Girls' Varsity Head Coach	II M
Boys' JV Head Coach	II G
Girls' JV Head Coach	II G
Boys' Freshman Head Coach	I G
Girls' Freshman Head Coach	I G
Boys' Modified Head Coach	I F
Girls' Modified Head Coach	I F

Soccer	
Boys' Varsity Head Coach	II J
Girls' Varsity Head Coach	II J
Boys' JV Head Coach	II F
Girls' JV Head Coach	II F
Boys' Modified Head Coach	I E
Girls' Modified Head Coach	I E

Baseball	
Boys' Varsity Head Coach	II J
Boys' Varsity Assistant	II G
Boys' JV Head Coach	II F
Boys' Modified Head Coach	I E

Position	Schedule
Skiing	
Boys' Varsity Head Coach	II H
Girls' Varsity Head Coach	II H

Volleyball	
Girls' Varsity Head Coach	II J
Girls' JV Head Coach	II E
Girls' Modified Head Coach	I D

Golf	
Boys' Varsity Head Coach	II H
Girls' Varsity Head Coach	II H

Wrestling	
Varsity	II M
JV	II G
Modified	I E

Cross Country	
Varsity Head Coach	II J
Varsity Assistant Coach	II G
Varsity Assistant Coach	II G
Boys' Modified Head Coach	I D
Girls' Modified Head Coach	I D

Indoor Track	
Varsity Head Coach	II M
Varsity Assistant Coach	II I
Varsity Assistant Coach	II I
Varsity Assistant Coach	II I

Outdoor Track	
Varsity Head Coach	II J
Varsity Assistant Coach	II G
Varsity Assistant Coach	II G
Varsity Assistant Coach	II G

Athletic Stipends, continued

Position	Schedule
Softball	
Girls' Varsity Head Coach	II J
Girls' Varsity Assistant	II G
Girls' JV Head Coach	II F
Girls' Modified Head Coach	I E

Swimming	
Boys' Varsity Head Coach	II J
Girls' Varsity Head Coach	II J
Boys' Varsity Assistant	II G
Girls' Varsity Assistant	II G

Tennis	
Boys' Varsity Head Coach	II H
Girls' Varsity Head Coach	II H
Boys' JV Head Coach	II E
Girls' JV Head Coach	II E

Position	Schedule
Track	
Boys' Modified Head Coach	I E
Boys' Modified Assistant	I D
Girls' Modified Head Coach	I E
Girls' Modified Assistant	I D

Cheerleading	
Varsity (Fall)	II F
Varsity (Winter)	II F
JV (Fall)	II D
JV (Winter)	II D

Lacrosse	
Boys' Varsity Head Coach	II J
Girls' Varsity Head Coach	II J
Boys' JV Head Coach	II F
Girls' JV Assistant	II F

Curricular Stipends

Position	Schedule
Director of Guidance	II O
District Coordinator Athletics	I N
Department Chairpersons	
English	I L
Foreign Language	I L
Music/Art	I L
Mathematics/Business	I L
Science/Health	I L
Social Studies	I L
Sr. Project Leaders (3)	I I
Head Teachers	
Park Avenue	I I
Sanfordville	I I

Co-Curricular Stipends (District)
--

Position	Schedule
Odyssey of the Mind Coordinator	I L 1.2

Co-Curricular Stipends (Middle School)

Position	Schedule
Internal Accounts	I D
Drama	II E
Senate	II F

Co-Curricular Stipends (High School)

Position	Schedule
Mock Trial/Debate Club	I C
Future Business Club	I C
Homecoming	I D
Math Team	I D
National Honor Society	I D
TV/Video	I D
Youth in Government	I D
Audio Visual	II E
Band Director	II H
Choral Director	II H
Orchestra Director	II H
Director of Student Affairs	II H
Drama Director (Fall)	II D
Drama Producer (Fall)	II D

Position	Schedule
FFA	II F
Freshman Class Advisor	II E
Internal Accounts	II J
Junior Class Advisor	II F
Musical Director (Spring)	II I
Musical Producer (Spring)	II I
Newspaper	II F
Senate	II G
Senior Dean	II M
Sophomore Class Advisor	II E
Yearbook	II K

Club/Intramural Stipends Schedule I D
--

School	Number of Positions
High School	
Clubs	8.5
Crew Club	1
Orange County Academic League	1

Middle School	
Clubs	7
Intramurals	2

Park Avenue	
Clubs	2.5
Intramurals	1

Sanfordville	
Clubs	4
Intramurals	1

COMMITTEE

A committee of two (2); one representative from each negotiating team to meet to renumber the Contract articles and provisions and re-order the provisions as agreed upon by the committee members, gender neutralize the contract and update where dates are not of legal significance or substantive significance as agreed upon by the committee members.

INDEX

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
ACADEMIC FREEDOM	XI	9
ASSOCIATION RIGHTS	IV	2
A. USE OF SCHOOL BUILDINGS		2
B. TEACHERS' MAILBOXES		2
C. ASSOCIATION MEETINGS		2
D. TENTATIVE AGENDA		2
E. REQUESTS FOR DATA		2
F. NEW TEACHER CONFERENCE		2
G. ASSOCIATION LEAVE		2
H. ASSOCIATION BUSINESS		3
CANDIDATE INTERVIEWS	XII	10
A. SECONDARY		10
B. ELEMENTARY		10
CLASS SIZE	XV	11
A. GOALS		11
B. PUPIL-TEACHER RATIO		11
C. CLASS SIZE		12
COMMITTEES	XIV	10
A. EDUCATION COMMITTEE		10
B. LIAISON COMMITTEE		11
C. CURRICULUM COMMITTEE		11
D. LABOR-MANAGEMENT COMMITTEE		11
DISCIPLINE	XIII	10
A. CLASSROOM		10
B. IMMEDIATE SUPERVISOR		10
C. COMMUNICATION		10
D. CONFERENCES		10
DRESS CODE	XXIV	29
DUES AND FEE DEDUCTIONS	III	1
PROCEDURES (A)		1
AGENCY FEE (B-E)		2
NYSUT BENEFIT TRUST (F)		2
DURATION	XXVII	31
EXTRA-CURRICULAR	XX	24
A. COMPENSATION		24
B. PROCEDURES		24
C. STIPEND POSITIONS		24

INDEX (Continued)

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
GRIEVANCE PROCEDURE	XXV	30
A. DEFINITION		30
B. STEPS 1-5.		30
INSURANCE AND PERSONAL PROPERTY LOSS	XXII	25
A. HEALTH		25
B. BENEFIT TRUST		26
C. FLEXIBLE COMPENSATION		26
D. PERSONAL PROPERTY		26
LEAVES OF ABSENCE	XVIII	12
A. SICK LEAVE		13
B. SICK DAY DONATION PROCEDURE		14
C. BEREAVEMENT LEAVE		15
D. JURY DUTY LEAVE		15
E. PERSONAL LEAVE		15
F. EDUCATIONAL LEAVE		16
G. PROFESSIONAL LEAVE		16
1. SUMMER		16
2. SCHOOL YEAR		17
H. PERSONAL HEALTH OR FAMILY HARDSHIP LEAVE .		19
I. EARLY LEAVE AT END-OF-SCHOOL YEAR		19
J. CHILD CARE LEAVE		19
K. SELF-IMPROVEMENT LEAVE		20
MAINTENANCE OF STANDARDS	II	1
MILEAGE REIMBURSEMENT	XXI	25
PREAMBLE AND RECOGNITION	I	1
A. PREAMBLE		1
B. RECOGNITION		1
C. PART-TIME TEACHERS		1
PROMOTIONS AND VACANCIES	IX	8
A. PUBLICATION AND POSTING		8
B. PREFERENCE FOR POSITIONS		8
REDUCTION IN FORCE	V	3
RETIREMENT INCENTIVE	XXIII	27
A. CONDITIONS		27
B. DISTRICT RIGHTS		27
C. DEFERRED COMPENSATION		28
PAYMENTS		28

INDEX (Continued)

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
SALARY AND LONGEVITY	XIX	20
A. SCHEDULES		20
B. STEP MOVEMENT		21
C. IN-SERVICE AND GRADUATE CREDITS		21
D. LANES		22
E. LONGEVITY		22
F. GUIDANCE COUNSELORS		23
G. PSYCHOLOGISTS		23
H. DOCTORATE		23
I. NATIONAL BOARD CERTIFICATION		23
J. SALARY NOTICES		23
 SAVINGS CLAUSE	 XXVI	 31
 SCHOOL CALENDAR	 VI	 3
A. ASSOCIATION RECOMMENDATION		3
B. SNOW DAYS		3
C. PROFESSIONAL ACTIVITY DAYS		3
COMPENSATION		4
D. ELEMENTARY TEACHERS		4
E. ELEMENTARY TEACHERS		4
 SUBSTITUTE TEACHERS/HOME INSTRUCTION	 XVII	 12
A. SUBSTITUTES		12
B. COVERAGE RATE		12
C. HOME INSTRUCTORS		12
 TAYLOR LAW NOTICE	 XXVIII	 31
 TEACHER AIDES	 XVI	 12
 TEACHER EVALUATION AND PERSONNEL FOLDERS	 X	 9
A. OPEN CLIMATE		9
B. CONFERENCES		9
C. PROFESSIONAL IMPROVEMENT		9
D. PERSONNEL FILE REVIEW		9
E. CENTRAL OFFICE FILES		9
F. TENURED TEACHERS		9
G. ADMINISTRATIVE ASSISTANCE		9
H. CAMERA USE		9

INDEX (Continued)

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
TEACHING HOURS, LOAD AND DAY	VII	4
A. TEACHING HOURS		4
B. TEACHING LOAD		5
1. DUTY-FREE LUNCH		5
2. HIGH SCHOOL		5-6
3. MIDDLE SCHOOL		5-6
4. ELEMENTARY		6
C. SCHOOL/COMMUNITY RELATIONS EVENTS		6
D. COMPENSATORY TIME		7
 TRANSFERS AND ASSIGNMENT NOTICE	 VIII	 7
A. WRITTEN REQUESTS		7
B. MULTIPLE BUILDINGS		8
C. EXPERIENCE LEVELS		8
D. NOTIFICATION		8
E. SUMMER CHANGES		8
F. INVOLUNTARY ASSIGNMENT/TRANSFER		8
 APPENDICES		
 2019-20 – 2021-22 SALARY SCHEDULES		 32-34
EXTRA-DUTY SALARY SCHEDULES		35-46
COMMITTEE		47