

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE VALHALLA UNION FREE SCHOOL DISTRICT, hereinafter referred to as “the District” and **THE VALHALLA TEACHERS’ ASSOCIATION**, hereinafter referred to as “the Association” or “the VTA”;

WHEREAS, the District and the Association agree to revive and extend the provisions of the collectively negotiated agreement between them that expired on June 30, 2021, by one year, effective July 1, 2021 through June 30, 2022, except as modified by the following provisions:

1. Article V(a)(iii)(a) – **Flexible Collaborative Hours** – Modify the second unnumbered paragraph of Article V(a)(iii)(a) to read as follows:

“Each teacher shall undertake eight (8) hours of flexible collaborative hours each year (from July 1 through June 30) which will be based upon District initiatives planned with the Instructional Council, team-based, employee scheduled and approved by his/her supervisor. These hours will be outside the work day and for no additional compensation. Effective commencing with the 2021-22 school year, four (4) of the eight (8) hours may be used for the purposes of completing GCN training. Time served on a District and/or Building Level committee may also be used to satisfy the remaining four (4) hours.”

2. Article VI(d) – **Absence Due to Personal Business Reasons** – The District and the Association agree to place a moratorium for the 2021-22 school year on the current language contained in the parties’ Collectively Negotiated Agreement concerning personal business days, and to instead implement the following provision, on a pilot basis, during the 2021-22 school year:

“The policy governing absence due to personal business reasons is intended to provide for absence due to urgent personal business that cannot be attended to outside of working hours or on other days. All employees are entitled to five (5) days per year. Teachers shall not be charged with the use of a personal or sick day that occurs on a day when school is closed due to inclement weather or for some other unforeseen emergency.

Under normal circumstances, personal days are not to be used to extend a vacation period. In the instance of a teacher seeking to take personal days immediately prior to, or immediately following a vacation period that cannot be scheduled at any other time must be for compelling personal business that cannot be accomplished outside of school hours. The Superintendent and/or their designee may grant an employee a personal leave day before or after a school recess period in an emergency situation, such as cancellation of a return flight due to weather or other situations beyond the employee's control. For the purposes of this provision,

vacation period is defined as recess periods and will include Thanksgiving, Christmas, winter and spring recesses.

Consecutive personal business days, or days attached to a school holiday (e.g. seeking to use a personal business day on both a Friday and a Tuesday when there is a school holiday on a Monday) must be approved by the employee's supervisor, subject to ultimate approval authority of the Superintendent of Schools. The decision of the Superintendent of Schools with respect to consecutive personal business days or days attached to school holidays shall be final and binding in all regards, and not subject to the contractual grievance procedure.

The above-referenced provision (i.e. Article VI(d) as piloted for the 2021-22 school year) shall sunset, becoming null and void in all regards effective close of business on June 30, 2022, unless otherwise mutually agreed by the parties hereto.

Unused personal business days will be converted to sick days and will accumulate as such."

3. **Article IX(a) – Compensation** – Effective September 1, 2021, there shall be a new step 16 added to the MA, MA+30, MA+60 and DOCT lanes of the salary schedule that is 1.25% greater than step 15 of the 2020-21 school year salary schedule and \$500 shall be added to steps 1 through 15 of the 2020-21 school year salary schedule. Unit members who were off-step at the commencement of the 2020-21 school year shall advance to new step 16 as described above, effective retroactive to September 1, 2021. In addition, effective September 1, 2021, the parties agree to add one new half-step to the salary schedule between steps 2 and 3 of the 2020-21 school year salary schedule.

The 2021-22 school year salary schedule is annexed hereto as Appendix A.

In addition, the District and the Association agree to form a committee comprised of three members per team, to analyze the salary schedule and to work together to develop a sustainable, yet fair salary structure for implementation (if agreed-upon by the respective negotiating committees) effective commencing with the 2022-23 school year. Further, the District and the Association agree to commence in-person negotiations for their successor collectively negotiated agreement by December 1, 2021.

4. **Appendix B – Extra-Curricular Schedule: Summer Weight Room Stipend** – Add a Summer Weight Room Stipend to the contract in the amount of \$1,200. In addition, provide retroactive compensation to the unit member who performed such work over the summer of 2021.
5. **Appendix C – Co-Curricular Schedule** – Add the following stipends to Appendix C.
 - a. **VSR Summer Research Stipend** – Add to the contract a stipend in the amount of \$2,250 for a VSR summer research stipend. In addition, provide

retroactive compensation to the unit member who performed such work over the summer of 2021.

- b. **Technical Advisor** – Video Recording, Video Editing and Livestreaming – There shall be a stipend in the amount of \$3,840, effective commencing July 1, 2021 for the individual who performs the above-referenced responsibilities at the following functions:

- VRES, Kensico and 8th Grade Moving-up Ceremonies;
- High School Graduation Ceremony;
- VMHS Winter and Spring Concerts; and
- Candy Cane Volleyball Tournament.

In addition, the technical advisor shall be relieved from proctoring duties at the end of each school year.

6. **Department Lead Teachers** – Provide that Department Lead Teachers shall be compensated in the amount of \$8,000 for the 2021-22 school year; such positions shall be posted and filled for the 2021-22 school year upon ratification of this MOA. Such sum shall be pro-rated in the event of less than a full year of service. This provision shall sunset, becoming null and void in all regards, effective close of business on June 30, 2022, unless otherwise mutually agreed by the parties.

7. **Non-Substantive Contractual Cleanup** – The parties agree to make non-substantive contractual changes as mutually agreed upon (e.g. delete Article II, Section c).

SO AGREED, this 19 day of October, 2021, subject to ratification by the parties' respective constituencies.

THE DISTRICT

BY: 
MR. KEVIN MCLEOD
SUPERINTENDENT OF SCHOOLS

THE ASSOCIATION

BY: 
MR. RICHARD AUSTIN
VTA PRESIDENT

APPENDIX A

2021-22 School Year Salary Schedule

Step	BA	BA30	MA	MA+3 0	MA+6 0	DOCT
1	55997	59881	64631	69761	75300	81287
2	58214	62256	67196	72530	78295	84518
2a [New]	59369	63492	68530	73971	79850	86198
3	60523	64727	69864	75411	81405	87878
4	62926	67295	72637	78410	84641	91374
5	65421	69966	75523	81525	88008	95009
6	68020	72745	78526	84766	91507	98790
7	70720	75635	81645	88136	95148	102721
8	73529	78639	84892	91642	98934	106808
9	76449	81766	88268	95289	102872	111062
10	79486	85017	91778	99080	106966	115483
11	82646	88397	95430	103022	111225	120083
12	85933	91913	99227	107124	115652	124867
13	89350	95570	103175	111389	120259	129841
14	92903	99371	107283	115827	125050	135013
15	N/A	N/A	111553	120437	130033	140394
16 [New]	N/A	N/A	112441	121436	131152	141643

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE VALHALLA UNION FREE SCHOOL DISTRICT, hereinafter referred to as "The District" and **THE VALHALLA TEACHERS' ASSOCIATION**, hereinafter referred to as "The Association" (collectively, "the Parties");

WHEREBY, the District and the Association agree to extend the duration of the 2014-2018 Collective Bargaining Agreement between them ("the Agreement") until June 30, 2019 with the following modifications:

1. Term: The Duration of Agreement as set forth in Article XII(i) shall be extended through June 30, 2019;
2. Article IX(a) - Teachers' Salary Schedule: Effective July 1, 2018, the 2017-18 Teachers' Salary Schedule shall be increased at each cell by 1.35%;
3. Article IX(b) - Coaching Stipends: Appendix B shall be increased by 1% effective July 1, 2018;
4. Article IX(c) - Co-curricular Stipends: Appendix C shall be increased by 1% effective July 1, 2018.

The Parties further expressly agree that Article X(c) - **Health Insurance Premiums** – shall remain unchanged.

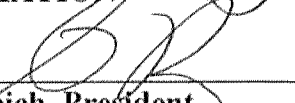
This Agreement is subject to ratification by the respective constituencies.

SO AGREED THIS 24 DAY OF APRIL, 2017.

THE DISTRICT

BY: 
Dr. Brenda Myers, Superintendent

THE ASSOCIATION

BY: 
Steve Reich, President

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE
VALHALLA UNION FREE SCHOOL DISTRICT
AND
THE VALHALLA TEACHERS' ASSOCIATION

• • •

JULY 1, 2014 THROUGH JUNE 30, 2018

316 Columbus Avenue
Valhalla, New York 10595
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I. Preamble

Valhalla Union Free School District – Towns of Mt. Pleasant, North Castle and Greenburgh referred to as the Valhalla School District and the Valhalla Teachers Association do hereby agree that the welfare and education of the children of the Valhalla School District is paramount in the operation of the schools, and will be promoted by both parties.

The Board of Education, representing the Valhalla School District, and the Association, recognize and declare that providing a quality education for the children of the School District is their mutual aim. The Valhalla Teachers Association will strive for the goal of maintaining high professional standards among the teachers in the Valhalla Public Schools.

To facilitate understanding and cooperation, the Valhalla Union Free School District (The District) and the Valhalla Teachers Association agree upon the following mutual covenants:

II. Recognition

a. Recognition

The Board of Education acting for the Valhalla School District hereby recognizes the Valhalla Teachers Association as the exclusive and sole negotiating representative for all professional certificated teacher personnel of the Valhalla School District for the maximum period authorized by Law, with the exception of the Superintendent of Schools, the Building Principals, Assistant Building Principals, Director of Special Education and the Business Administrator as agreed to by the Valhalla Board of Education according to Section 208 of the Public employees “Fair Employment Law, Article 14 of the Civil Service Law.”

b. Dues Deduction

i. Form

The Board of Education agrees to deduct, after receipt of authorization cards, dues for the VTA. Such authorization cards are to be collected by the Valhalla Teachers Association and transmitted to the Administrator for Business Affairs. All monies so collected will be transmitted to the Valhalla Teachers Association.

ii. Rate of Membership Dues

The Valhalla Teachers Association shall certify to the Board of Education in writing the current rate of membership dues for the Valhalla Teachers Association. The Valhalla Teachers Association shall notify the Board of Education thirty (30) calendar days prior to the effective date of any membership dues change.

iii. Methods of Deduction

The total annual membership dues for the designated professional association, certified as mentioned above, shall be deducted in equal installments beginning with the first pay in November. No later than four weeks prior to the first scheduled paycheck in November, the Association shall provide the Board of Education with a teachers' dues deduction list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the Association.

c. Agency Shop Fees

- i. The District agrees to deduct an amount equivalent to the dues payable by an Association member from the salaries of bargaining unit members who, after thirty (30) calendar days of employment with the District, choose not to be members of the Association. Payroll deduction will be handled in the same manner described in b.iii. above. The Association shall have in place a refund procedure as required by law.
- ii. In the event that the District incurs any liability for damages, any litigation expense or any other expense in connection with the agency shop fee deduction provided by the Agreement, the Association agrees to indemnify the District and to hold it harmless for such expenses.

III. Association Rights

a. Financial and Other Information

The Board of Education agrees to furnish to the negotiating committee of the Association, in accordance with its reasonable request, whenever possible, the following: the total assessed valuation of the school district, the tax rate on assessed valuation, the equalization rate, the total money collected for education from Federal, State, and local sources, copies of the budget for the previous five (5) years, if available, the percent of the proposed budget planned for Instructional Service, the actual per pupil expenditure and how that sum is determined. The number of teachers at each Step and level of training on a salary schedule may also be requested. In addition the auditor's report may be reviewed in the Board of Education offices in the presence of the Business Administrator or his / her designee. The Board of Education further agrees to furnish to the Association a copy, in advance, of the official agenda of all regular Board of Education meetings; (last Tuesday of each month) if meetings are held. The Board of Education shall also furnish to the Association one copy of each addendum and one copy of the official minutes of Board of Education meetings after their approval.

b. Meetings: Use of Facilities

The second Wednesday of each month after school hours shall be designated for use by the Association for meetings: Special meetings may be held after school hours by the Association but must not interfere with faculty and other school related meetings, scheduled parent-teacher conference days or assigned professional duties. The Association may use appropriate areas in school buildings, without cost, for meetings after school hours. The use of appropriate areas shall be arranged with the Building Principal in advance and shall be subject to prior reservation of the facilities. All requests for the use of building facilities shall conform to the Board's rules and regulations.

c. Use of Mailboxes and Bulletin Boards

The Association shall have the right to post notices of the activities and matters of Association concern on the assigned teacher bulletin boards of each of the schools. Bulletin boards and teacher mailboxes cannot be used to promote any individual or organization and/or his/her or its political views. The Association also has the right to use District copy machines, computers, printers, the inter-school mail service, e-mail, voice-mail, and teachers' mailboxes, without fee, for communications to teachers.

d. Communications

All official communications sent by any administrator or teacher shall signify from what office or what person the communication comes.

e. Negotiations During School Hours

If joint meetings of the negotiating committees of the Board and the Association are held during the school day, members of the Association negotiating committee shall be released from their regular duties without loss of pay or charge to their sick or personal leave.

f. Leave to Attend Organization Meetings

Officers and other members of the Association who are elected or appointed as delegates may request and shall be granted leave to attend the Representative Assembly of the NYSUT and the NYSTRS. The President or his/her designee may attend meetings of the Committee of One Hundred up to a maximum of two (2) days. Such leaves shall be without loss of pay or charge to sick, business, or personal leave, provided that notification is given to the Superintendent at least five (5) days in advance.

The President and vice-President of the V.T.A. or two other persons chosen by the Association may be released to attend one educational consortium per year, up to a maximum of four (4) days without loss to personal and/or business days and all expenses are the responsibility of the individuals attending the program. Up to a maximum of two (2) other teachers may also attend one educational consortium per year up to a maximum of four (4) days if they also pay all their own expenses and other qualified teachers are

available and willing to take over the released teachers' duties with no substitute cost or other costs to the district.

In the event that the Valhalla Policy Board representative to the Teacher Center serves as Chairperson of the Policy Board, he/she shall be provided one (1) day of release time in addition to the time provided for Policy Board members in the agreement between the District and the Association for participation in the Teacher Center. Such release time shall be without loss to personal and/or business days.

g. Staff Orientation

The District will schedule up to two full days of orientation activities for new staff. The Association will be given one afternoon during this period to provide information regarding membership, benefits and the mentoring program. During the opening day exercises, the Valhalla Teachers Association President shall be given a maximum of five (5) minutes to welcome the staff.

IV. Educational Planning Committee

a. The Educational Planning Committee is a joint committee of the Valhalla Leadership Team and the Valhalla Teachers Association

b. Purpose

The Valhalla School District and the Association recognize that while responsibility and the authority for policymaking rest with the Board, effective policy demands direct and continuing participation of the professional staff. The EPC is a vehicle for planning, collaborating and problem-solving and intended to help the district stay focused on meeting the needs of our students.

The EPC shall meet no less than once a month from October through May. The Superintendent and the Union President will develop monthly agendas and set schedules for meetings. Members of the VTA Executive Committee and Valhalla Leadership Team will be invited to participate based on the content of the topics.

V. Teaching Load and Related Conditions of Employment

a. Teaching

i. Length of Day

1. The teacher shall use initials when checking into the building or leaving the building.
2. Teachers shall be allowed to leave the building during their lunch period and preparation period. Teachers need not ask the permission of the Building Principal to leave, but must signify on the sign-out sheet the time

of leaving and returning. With the first incident of tardiness, a teacher shall forfeit that right for one month.

3. Times not assigned to class or other duties, or equivalent assignment for special staff, shall be for preparation, conferences and other professional activities.
4. When schools are to be closed because of inclement weather an announcement of the school closing will be given over radio station WFAS and Channel 12, as early as possible.
5. The teacher day shall be seven (7) hours and five (5) minutes and shall include a one-half hour duty-free period for lunch. The regular student day may be as long as six (6) hours and thirty (30) minutes. Teachers may be required to remain at work beyond the regular work day as required for the needs of their individual students, co-curricular programs, assigned duties, meetings or personal conferences. On a day in which a teacher is not involved with individual students, co-curricular programs, assigned duties, meetings or personal conferences, he/she must be available either in his/her classroom, teacher workroom, or guidance office.

In the event that Music and Academic Intervention Services (AIS) teachers are asked to work beyond the regularly scheduled school day and agree to do so on a voluntary basis, on days when Music and/or AIS courses meet during the 10th period, the affected teachers' work day will begin 42 minutes later than the regular teachers' work day.

ii. Teacher Load

1. All High School or Middle School classroom and special subject teachers (e.g. Music, Art, Physical Education, Computer Education and Special Education) and all teachers assigned to both Middle School and High School, whenever possible, shall have a maximum of five (5) teaching classes daily in addition to one other daily assignment. A teacher who is being mentored shall not be assigned a sixth teaching period whenever possible.
2. Notwithstanding the provisions of Section (1) above, teachers at the Middle School and High School may be asked to teach an additional class over and above the five (5) classes provided for in Sec. 1. Such request must be in writing, and the teacher must agree to the request before the assignment can be made. Agreement must be indicated by signing the request for provided by the VUFSD. The form must then be signed by the VTA president, indicating that it is aware of the request and the agreement.
 - a. Teachers who agree to teach a sixth class shall be compensated for teaching that class at a rate equal to 1/6 of the BA Step 1 salary, as

indicated on page 5 of the Agreement subject to the explanation below. The teacher shall still be assigned a duty.

- b. The number of classes taught by a teacher shall be computed based upon a ten (10) month assignment. A teacher who is assigned to teach six classes in one semester, and is assigned four classes in the other semester shall be considered to be teaching five classes for the academic year, and shall therefore not receive additional compensation for the 6th class. A teacher assigned six classes in one semester and five classes in the other semester shall receive additional compensation equal to 1/12 of the BA Step 1 salary for the entire academic year.
 - c. Middle School and High School teachers can also agree, after the proper request is made, to accept a 5.5 period assignment for one or two semesters. In such instances, the teacher will still be assigned a duty and will receive additional compensation for either the semester or the academic year (depending on the length of the assignment) at a rate equal to 1/12 of the BA Step 1 salary as indicated on page 5 of the Agreement. If a teacher is teaching an additional assignment for one semester, payment will commence at the beginning of that semester.
 - d. Science teachers who are required to teach 5.5 sections as a result of lab preparations shall be relieved of all building assignments, whenever possible. If the teacher must perform a building duty, they shall receive an additional payment of one twelfth of the BA step 1 salary.
 - e. Teachers may not be assigned to teach seven (7) classes in a day.
3. Academic subject teachers (English, Mathematics, Science, Social Studies, Foreign Language, and Sixth Grade Classroom), who are assigned exclusively to the Middle School, may be assigned to a home base period in lieu of a daily assignment. In such case they will be assigned a team planning period every day and a preparation period every day. Further, in such case the activities assigned to teachers during the home base period shall be subject to the approval by the Team of teachers, which approval shall not be unreasonably withheld. It is not the intention of the District to assign Middle School teachers a sixth teaching assignment.
4. All elementary teachers shall have an uninterrupted daily preparation period of a minimum of thirty (30) minutes. Such preparation period shall be during the period of time between student arrival and student dismissal. Whenever possible, the preparation period shall not be arranged by the doubling up of classes in excess of thirty (30) students.

5. Special subject teachers (Music, Art, Physical Education, Computer Education and Special Education) who are assigned to both elementary and secondary levels shall be assigned a workload as listed below:
 - A. If teachers are assigned for a majority of their total assignment to the secondary level, their workload shall be as listed in 1. above.
 - B. If teachers are assigned to spend the majority of their total assignment at the elementary level, they will be assigned a workload consistent with 4. above.
 - C. In addition, fifteen (15) minutes travel time shall be provided in teachers' schedules when their schedules require travel between buildings.
6. Special Education Teachers at the Middle/High School will conduct re-evaluation testing for 3 to 4 students per teacher per year. A teacher may be asked to evaluate more than 4 students. The request must be made in writing and the teacher must indicate his/her agreement by signing the request. The Association President shall sign the form as well. Testing of students new to the District will be distributed equally among the Special Education Teachers assigned to the Middle School/High School. The District agrees to continue to provide substitute coverage to allow teachers to administer, score and record the recommended assessments.
6. The Building Principal, whenever possible, shall attempt to equalize preparation time so that no one group of teachers has more time than others. Prior to the final establishment of teacher assignments, the Building Principal shall review preliminary assignments with a V.T.A. designated representative and shall consider reactions by such representatives.
7. Coordinators shall not be required to teach more than four (4) classes daily, exclusive of their other assigned duties. Multi-subject area coordinators shall not be required to teach more than three (3) classes daily and shall not be assigned duties.
8. The President of the Association shall be relieved of bus supervision duty, homeroom duty, detention hall duty, after school hall duty, and chaperoning of after school activities. In addition, the President shall be relieved of the normal daily assignment and will teach the same load as a multi-subject coordinator beginning in the 2004 –2005 school year. In the event the Union President is a teacher assigned to a schedule that is not period based, the parties will meet to determine how to apply the release time language contained herein.

iii. Meetings

a. All teachers shall be available for faculty, department, grade level, and curriculum meetings after school. There shall be a maximum of two (2) general after school meetings a month, with the exception of emergency meetings, and when possible, these will be held prior to faculty dismissal. The days of general faculty meetings shall be the 1st and 3rd Mondays of the month, except when the school calendar does not permit. Then such meetings shall be called the next available Monday. All meetings, whenever possible, shall be no longer than one hour duration.

Effective with the 2015-16 school year, each teacher shall undertake eight (8) hours of flexible collaborative hours each year which will be based upon District initiatives planned with the Instructional Council, team-based, employee scheduled and approved by his/her supervisor. These hours will be outside the work day and for no additional compensation. During the 2015-16 school year these hours will be performed between September 1 and June 30. In subsequent years these hours may be performed from July 1 through June 30.

b. Members of the faculty at each building level shall be available on two evenings each school year for the purpose of Parent Teacher Conferencing regarding student progress. The meeting shall be scheduled on the school calendar and alternate dates shall be scheduled in the event of cancellation. The meeting shall be no longer than 2 ½ hours in duration.

c. Elementary grade level lead teachers, secondary lead teachers and coordinators, where applicable, may be required to serve on a curriculum council which would meet during after school hours immediately following the end of student dismissal. The council shall meet once a month for up to 2 hours per meeting

d. Parent-Student Orientation at VRES - A stipend of \$250.00 per diem shall be paid to each unit member.

iv. PTSA Activities

1. The Valhalla Teachers Association shall encourage active involvement by all teachers in PTSA and PTA activities.
2. Teacher attendance at evening PTSA and PTA meetings is voluntary with the exception of those meetings concerned with “back to school nights”, “parents meet the teacher nights” and meetings of a curriculum nature.

(Only those teachers involved in the aspect of curriculum under discussion need to be present for meetings concerned with curriculum).

3. In all schools, teachers with no added duties may leave following the dismissal of students on a day when evening PTSA and PTA activities are scheduled, provided they notify the Building Principal they are attending such meetings.

v. Covering or Doubling-up of Classes

1. In an emergency, a teacher may be assigned to cover another teacher's assignment, including study hall, or to handle a double class. As such emergencies arise, the duty of covering another teacher's assignment or handling a double class shall be distributed among teachers as equitably as possible.
2. Teachers requested to take classes when substitutes are not available, or in an emergency, shall be paid 27.27 for every instructional period beginning with the first and any subsequent assignment during the current school year. Such payments are only awarded for work done over and beyond the teacher's scheduled assignment and assignments marked OFA* periods. (*OFA - Open for Assignment).

The District shall have the right to assign teachers to participate in CSE meetings during the work day. Should the teacher be assigned to participate during his/her designated lunch or preparation period, the teacher will be paid at the hourly rate for each such period.

vi. Responsibilities when Absent from Duties

It shall be the responsibility of each teacher to inform the Building Principal or his/her designated representative at the earliest possible time if he/she will be absent from his/her duties. Each teacher is responsible for having lesson plans and/or assignments at school that can be used by a substitute in case of teacher absence. It shall not be the responsibility of teachers to secure substitutes nor to secure coverage if they are required to attend a CSE meeting.

vii. Home Tutoring

Teachers assigned to home tutoring shall be paid at the hourly rate of \$44.44 after having submitted the necessary forms to the District Office. Mileage from the school to the child's home and back to school will also be paid.

viii. Instructional Reinforcement

It is understood that all Instructional Reinforcement/Academic Intervention Services (AIS) provided by the District before or after the regular school day will be compensated at \$65.00 per hour.

ix. Mentoring

All teachers new to the District will be provided with a mentor during the first year of employment with the District. The District may, at its discretion, assign a mentor to a second year teacher. Teachers who change grades or subject areas shall not be assigned a mentor.

Mentor applicants must submit their written application to their Building Principal. The application shall have a space to provide for the Principal's comments regarding the application. The Principal will forward all applications to a District Committee consisting of a teacher from each building (4) and two administrators. The Committee will evaluate the applications, interview the potential mentors and establish pairings. The pairings will be presented to the Superintendent of Schools who shall have authority to approve or disapprove of mentor-mentee pairings. Prior to the commencement of service, all mentors must undergo training consistent with the requirements of the Commissioner's Regulations.

Mentors shall be paid a stipend of \$1297.

Mentors shall be expected to work a minimum of 30 hours with their mentees. During that time, their responsibilities shall encompass those described for mentors in the Commissioner's Regulations at Part 100.2(dd).

The mentor shall maintain a log containing time sheets that record the dates and times of their mentor activities. The time sheets shall have a signature line to be signed by both the mentor and the mentee. The logs shall be maintained both in District administrative files and in each mentee's personnel file.

The Mentor Program shall be coordinated by two Teacher Coordinators, one for the elementary level teachers and one for the secondary level teachers. They shall each be paid a stipend of \$2702 however, if there are no mentees at the elementary and/or secondary levels, the District shall not employ the Teacher Coordinator(s) during such times.

Effective with the 2015-16 school year, no mentor will be required for any new staff to the District who has obtained tenure elsewhere. There shall be only one Teacher

Coordinator with an annual stipend of \$3,000 should there be between one and five mentors. This amount shall be increased by \$250 for each additional mentor beyond five.

x. New Teachers

1. All new teachers will be required to attend orientation before the official start of the school year as a condition of employment.
2. All new teachers will be required to work cooperatively with his/her mentor as a condition of employment.
3. All new teachers may be required to attend up to five (5) hours of in-service training after school and at the direction of the Superintendent. Attendance at these “mini-courses” is required as a condition of employment.
4. All new teachers will be afforded the opportunity to earn in-service credit for participation in all of the required “mini-courses.”
5. All new teachers will complete a survey at the end of the year providing feedback on the use of mentors as a tool for enhancing their educational experience at Valhalla UFSD.

xi. Creation of “Mini Courses” for New Teachers

1. The VTA and the district agree to work cooperatively to establish a series of “mini courses” for all new teachers specific to their working conditions and instructional responsibilities at Valhalla UFSD.
2. The VTA and the district will mutually agree upon the instructors for each “mini course” and afford said instructors the opportunity to receive in-service credit for their time.

b. Teaching Assignments

i. Preparations

In making teacher assignments and preparing the master schedule, the number of teacher preparations shall be kept at a reasonable minimum appropriate to the subject area.

ii. Notification

1. All teachers will be notified by June 15 of each year of the subjects to be taught, the number of classes, the periods involved, or the grade level to be

taught during the following school year. It is understood that the District has the reserved right to make changes in the notified assignment.

2. All such assignments are subject to change due to resignations, etc., and other emergencies that may arise; however, teachers so affected will be notified of any unforeseen adjustment.
3. Assignments in the elementary school shall be given no later than June 15 of each year for the next school year and shall remain for that year unless a faculty or faculty changes occur.
4. The number of student teachers assigned to any school building will be determined by the number of teachers who desire them and by the number of student teachers available.
5. Elementary schools will have half days with students on the second, third and fourth to last days of the school year. The Building Principal may schedule up to one hour per day for meetings and/or other professional activities on these half days. The last day of the school calendar will remain a Superintendent's conference day with no students as in the past.
6. Workdays for teachers may be scheduled between September 1 and June 30. In establishing the annual calendar of 188 days, the District may return to the calendar as additional holidays up to two unused snow days or emergency closing days, which remain unused on or before May 1. The Superintendent's decision shall be final as to when such unused days, if any, up to two, if any, will be granted. In addition, the Superintendent will schedule make-up days in the event that more than five days are canceled in a school year in order to assure a minimum teacher work year 183 days. The table below describes the maximum and minimum number of workdays in each school year.

Number of days scheduled	188
Maximum teacher work year	186
Minimum teacher work year	183

7. The Wednesday before Thanksgiving shall be scheduled for conducting an emergency evacuation drill that shall require no more than one half work day for the members of the bargaining unit. If the District is required to give back snow days to ensure that the maximum teacher work year is not exceeded, they shall be given in the following manner: Friday of Memorial Day Weekend and the second day at the discretion of the Superintendent.

8. If the make up of emergency days causes re-arrangement of previously noted vacation schedules, teachers - maximum of two per building - who show to the Superintendent of Schools proof of prior commitment made a minimum of two weeks in advance of the change may use unused personal and/or business days. No more than two teachers per building will be excused even though they show proof of prior commitment made two weeks in advance unless it is possible for other teachers to take over their assignment at no cost to the district and no use of substitutes.

iii. Teacher Evaluation

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. The Superintendent and Building Principals shall be responsible for supervisory procedures. A teacher is entitled to supervision in a professional manner, and a teacher shall be informed at the beginning of the school year as to the staff member, or members, with such supervisory responsibilities for the teacher's observations.
3. The evaluation of the work of all teachers is a responsibility of the administration. The Educational Planning Committee may consider and recommend modifications of and additions to the evaluation process to the Superintendent.
4. Each written observation shall have a copy sent to the teacher and a copy filed in the teacher's folder. Each Building Principal will attempt to send a written observation report to the teacher within seven (7) school days beginning with the first day of the observation. A conference may be called at the discretion of either the evaluator or the evaluatee. The employee shall have the right to discuss the report and submit a written answer to the report for his/her file.
5. No material pertaining to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had the opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident pertaining to a teacher's evaluation on the job which has not been filed within a month of its occurrence exclusive of the summer recess unpaid leave period, may not later be added to his/her file.
6. A teacher shall have the right of access to his/her personnel file at reasonable times, upon request, in the presence of a member of the staff designated by the Superintendent. Pre-employment materials shall not be made available.

7. Materials shall be removed from the files when it is proven to the satisfaction of the individual and the Superintendent to be inaccurate or unfair.
8. Not later than the second year of probation, a member of the Administrative staff will give the probationary teacher an indication of his/her performance as a teacher to date.

iv. Vacancies and Promotions

1. When positions become vacant, such vacancies shall be made public to employees with appropriate information regarding qualifications, responsibilities, and salary by unit wide e-mail and by posting on the faculty's bulletin board in each school prior to public notice or recruitment outside the system. A notice of such vacancy shall be sent to the President of the Association.
2. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limits specified in the notice.
3. Such vacancies shall be filled on the basis of best qualifications for the vacant post, with preference given to an existing staff member if he/she is as well qualified as the best of all candidates.
4. Any teacher who is excessed and who holds certification in a teaching area where an opening exists for the next year will be appointed to fill that vacancy.
5. Coaches shall be evaluated at the end of each season on a form consisting of a checklist and a narrative. They shall be advised promptly following the evaluation regarding their eligibility for future appointment in the same coaching position and shall be entitled to an exit interview if they are not to be rehired in the same coaching position in the future. In the event of serious misconduct, a decision not to rehire as a coach shall apply to all coaching positions. Any decision made by an Athletic Director not to rehire a coach shall be reviewable by the Superintendent of Schools.

v. Transfers of Teachers

The Board and the Association recognize that some transfer of teachers from one school to another is unavoidable. It is also recognized that frequent transfer of teachers tends to be disruptive of the educational process and interferes with optimum teacher performance.

In making transfers, the convenience and preference of the individual teachers will be considered to the extent that these do not conflict with the best interests of the school system and the pupils.

When transfers are necessary, a teacher's area of competence, major and minor fields of study and quality of teacher performance will be considered.

Any anticipated transfer shall be discussed with the teacher involved as soon as the possibility of transfer is proposed. Teachers who desire to transfer to another level or subject assignment or to another building will file a written statement of such desire with the Superintendent not later than April 1. Such statement shall include the name of the school, the level, and subject to which the teacher desires to be transferred. The Superintendent will inform teachers, who have requested transfers, of the action taken by the Administration on such application. None of the above excludes administrative transfer. Before any teacher is assigned or transferred, the Building Principals of the schools involved in the transfer will interview the applicant for transfer and the Building Principals will consult with the Superintendent regarding the teacher's assignment. Notice of placement will be given to transferred teachers before June 15.

vi. Teacher Membership on Committee

If and when the Board of Education undertakes a merger study with any neighboring school district, teachers will be part of any non-Board committee(s) and as is with all other groups the number of teachers who will serve will be determined by the Board of Education. However, the Valhalla Teachers Association will select the teachers who serve on this committee.

vii. Alternative Disciplinary Procedure

If the Superintendent determines that a disciplinary action should be brought against a tenured teacher and further determines that he/she will seek a penalty of not more than a \$3,000.00 fine, or not more than a two week suspension without pay or a formal reprimand, the following alternative procedure to Section 3020-a of the Education Law shall be followed. This provision shall not apply in cases of pedagogical incompetence as described in Section 3012-c of the New York State Education Law:

Item 1. Written specific charges and intended penalty shall be served on the teacher and a copy shall be sent to the President of the Valhalla Teachers Association either in person or by certified mail.

Item 2. Within ten (10) calendar days of receipt of the statement of charges and intended penalty, the teacher shall notify the Clerk of the Board of Education in writing, whether he/she desires a hearing on the charges and intended penalty before an arbitrator. The failure of the teacher to notify the Clerk of the Board of Education of his/her desire for a hearing within ten (10) calendar days of the receipt of the charges shall be deemed a waiver of the right of a hearing. Within ten (10) calendar days of receipt of the statement of charges and intended penalty, the

President of the Valhalla Teachers Association may submit a written reaction to the charges and intended penalty to the Clerk of the Board of Education regarding the charges and intended penalty. In the absence of the teacher's request for a hearing, the Board of Education shall proceed during executive session, between ten (10) and twenty (20) calendar days of the service of charges and intended penalty on the teacher, and by a vote of a majority of all the members of the Board of Education it shall determine the case and fix the penalty up to a maximum as prescribed above.

- Item 3. If the teacher requests a hearing, an arbitrator shall be selected by mutual consent of the Board of Education and the Valhalla Teachers Association within ten (10) calendar days of the receipt of request for a hearing, or in the absence of mutual consent, in accordance with the rules and regulations of the American Arbitration Association.
- Item 4. No transcript or tape of the hearing shall be kept, except upon the mutual consent of the parties or at the insistence of the arbitrator. The costs of the tape and arbitration shall be borne by the District.
- Item 5. The arbitrator has the responsibility to determine guilt or innocence of the teacher and to rule on the appropriateness of the disciplinary penalty. In the event the teacher is found not guilty, all reference to such charges shall immediately be removed from the personnel file. Any decisions by the arbitrator shall be binding and not subject to appeal by either party. The arbitrator does not have authority beyond the determination of guilt or innocence of the teacher and/or to decide on the appropriate disciplinary penalty.
- Item 6. The arbitrator will commence the hearing within thirty (30) calendar days of being selected unless the parties mutually agree to extend the time.
- Item 7. The teacher shall have an opportunity to testify on his/her behalf. Each party shall have the right to be represented by counsel, to subpoena witnesses, and to cross-examine witnesses. All testimony taken shall be under oath, which the arbitrator is hereby authorized to administer.
- Item 8. The arbitrator shall be required to render a written decision within thirty (30) calendar days after the record of the hearing is closed. Each of the parties shall receive a copy of said decision.
- Item 9. The above procedure shall not be initiated during the summer recess.

c. Equipment Use Liability

Unit members who are issued equipment such as laptops and cell phones shall only be responsible for proper care of the equipment. Unit members shall not be liable for loss or damage of equipment except through negligence. There will be no assessment made against salary without consent or an arbitrator's determination, based upon a grievance filed by the unit member upon receiving notice of intent to

make such assessment.

d. Swipe Cards, Proximity Cards, or Other Similar Technologies

The District may use the technologies described above for safety and security purposes;

Their use is not intended to operate as a sign-in/sign-out attendance keeping system and information obtained therefrom shall not be used as evidence in time and/or attendance related disciplinary proceedings; and

Employees may opt not to receive and carry such cards or similar technological devices.

VI. Leaves

a. Absence Due to Personal Illness

Present employees are credited with fifteen (15) days per year - four of which are obtained after a full month's service in September, three of which are obtained after a full month's service in October and one obtained for each full month's service from November through June.

Sick days for illness may accumulate to a maximum of 200 days. The time lost for illness is deducted from the accumulated sick leave, except in cases involving Worker's Compensation. A teacher may use no more than an inclusive total of fifteen (15) of his/her sick days for the illness of a spouse and/or a dependent parent who resides with the teacher and who has no other children and/or spouse in the immediate area. It is an employee's responsibility to give notice of his/her intended absence to the Building Principal or his/her designee prior to the opening of the school day.

New employees begin service with fifteen (15) sick days. However, such employees must complete a full year of service. If service is terminated prior to the completion of a full year, such employee must reimburse the school district for the number of days not earned as defined in Paragraph 1.

At the discretion of the Board of Education, and upon the recommendation of the Superintendent, an employee may be granted sick leave above and beyond that to which he or she is entitled.

b. Absence Due to Family Illness

Teachers who have exhausted their personal and/or business days and who have a child ill may use sick leave time up to a maximum of five (5) school days to stay home and attend that child.

c. Sick Bank

- i. Teachers electing to enter and participate in the sick bank must:
 1. have accumulated a minimum of fifteen (15) days sick leave
 2. submit a written waiver to the Board of Education by December 1, said waiver requesting that three (3) days be taken from their accumulated sick days and placed in the sick bank.
- ii. The three (3) days taken from the teacher's accumulated sick leave are to be deducted from the total cumulative days the employee has earned and are not to be returned to the teacher unless the bank is terminated.
- iii. All teachers are eligible to participate in the bank but teachers not electing to waive permanently the three (3) days from their prior accumulation of sick days shall not be eligible.
- iv. The bank shall be administered by a committee of two (2) members, one person appointed by the Board of Education and one person, who is a member of the bank, appointed by the Association. Any decision of the committee may be overturned either by a majority vote of the total membership of the sick bank and/or the Board of Education.
- v. Withdrawal of days from the sick bank shall be limited to teachers who are involved in serious extended illnesses and/or disabilities, who have used their accumulated sick leave time until only five days remain, and who present to the committee valid medical evidence acceptable to the committee that attests to the illness and/or disability which makes it impossible for them to return to duty.
- vi. The establishment of a sick bank and the use of the bank by teachers in no way prevents the Administration and/or Board of Education from investigating any absence of a teacher or teachers, requiring any medial affidavits believed necessary, and proceeding with any disciplinary action they believe to be appropriate. All teachers, whether sick bank participants or not, continue to be held accountable for the abuse of sick days.
- vii. If during the existence of the sick bank the days that were in the bank are depleted, the bank shall be replenished according to the above procedures. All persons who were previously in the bank and elect not to renew as evidenced by written submitted waivers to the Board of Education, will cease being members of the bank.

d. Absence Due to Personal Business Reasons

The policy governing absence due to personal business reasons is intended to provide for absence due to urgent personal business that cannot be attended to outside of working

hours or on other days. All employees are entitled to five (5) days per year. Teachers shall not be charged with the use of a personal or sick day that occurs on a day when school is closed due to inclement weather or for some other unforeseen emergency. These five (5) days may be exemplified by the following reasons:

1. transactions involving legal matters
2. special religious observances
3. graduations of members within the **immediate family**
4. participating in a commencement to receive a degree for graduate work
5. accompanying members of the **immediate family** to or from colleges or universities for the purpose of visitation
6. to take a wife or newborn child home from the hospital
7. medical visit, medical exams, or treatment of a compelling nature for teacher or member of the teacher's **immediate family**.
8. personal property damage to house or car
9. funeral of a close friend
10. court summons
11. educational reason - master's thesis or doctoral dissertation
12. effective with the 2015-16 school year – to attend their child's school related functions
13. effective with the 2015-16 school year – religious reasons including travel to and from a religious ceremony
14. or for any other reason acceptable to the Superintendent

“Immediate family” is defined as the teacher's parent or guardian, brother or sister, son or daughter, spouse (including in-laws in each case), as well as the grandparent, grandchild, grandparent of a spouse, and ward of the teacher. In addition, any other **relative** of the teacher **who was a permanent resident of the teacher's household at the time of death** such as stepparent or stepchild is included in this definition.

Two (2) of the personal business days may be requested with no other written expression other than the words "personal reasons". However, these days may not be used on a Friday and/or Monday.

None of these five (5) personal business days can be used to extend a vacation..

If an emergency occurs, the Superintendent may grant permission.

Effective July 1, 2000, unused personal business days will be converted to sick days and will accumulate as such.

e. Bereavement Leave

Three (3) days leave, exclusive of all other leave, will be granted to each teacher upon a death in teacher's **immediate family**.

f. Miscellaneous Absences

All teachers shall be entitled to leave without loss of pay for the actual number of days absent caused by compulsory jury duty or court duty and shall receive full salary for all days spent rendering such service, but shall pay over to the Valhalla School District the per diem pay received for each day of jury duty. Compulsory jury duty may not be postponed by the administration unless requested by the teacher.

g. Ordered – Military Duty

Any employee of the school district who is a member of the State militia or reserve force is entitled to a leave not to exceed thirty (30) days for ordered reserve military duty that takes place while schools are in session. He/she is also entitled to receive his/her salary for a period not to exceed thirty (30) days if he/she is on active duty for thirty (30) days during the times schools are in session, in any one calendar year and not exceeding thirty (30) days if he or she is in any one continuous period of such absence. (Military Law, section 242) A maximum of two (2) years' salary credit for active military service may be granted to all teachers employed after June 30, 1968.

h. Special Leave Without Pay

The Board of Education may at its discretion grant special leaves of absence without pay up to one (1) year to any tenured teacher upon request. Tenure will be maintained. This leave, if granted to tenured teachers, shall be counted for regular salary increment purposes if such leave is for an educational endeavor. Educational leaves shall be counted for longevity, retirement benefits or any other emoluments of value that accrued to other teachers who are not on leave. Any teacher on such leave may continue to pay for his/her Blue Cross/Blue Shield and major medical plan if there is no technicality that prevents it.

i. Parental Leave

Any teacher may apply for a leave of absence without pay for a period of two years or less upon the birth or adoption of a child for the purpose of childcare.

(i) Child Care Leave and Pregnancy Related Disability

A teacher may continue to teach until she is physically incapable of performing her normal duties and may return to her position when she is physically able to do so as long as that return does not disrupt the education process (as outlined in the FMLA). It is desirable for the return to take place at the beginning of a semester. A teacher who has medical complications arising from her pregnancy that prevent her from performing her job shall provide the District with written certification of these complications. The teacher shall provide the District with written certification of her ability to return to work. The Board of Education may require a physical examination of the teacher by the school physician.

Use of paid sick leave for teachers after they deliver: A teacher shall be allowed to use 8 weeks of paid sick leave (provided they have it) for a normal delivery or 10 weeks for a caesarean delivery. Paid benefits will be governed by FMLA.

A teacher returning from maternity leave shall resume teaching with a salary at the next higher step than the one assigned to her at the time the leave began, provided she worked more than one-half of the school year in which her leave commenced. Non-tenured teachers granted maternity or adoption leaves shall not have the period of their absence count towards fulfilling any portion of the probationary period nor receive those benefits granted to tenured teachers.

(ii) Adoption

Use of paid sick leave for teachers after they adopt: A teacher shall be allowed to use 8 weeks of paid sick leave (provided they have it) after the adoption of a child. Paid benefits will be governed by FMLA.

j. Leave Without Pay

Any teacher elected President of the American Federation of Teachers or the New York State United Teachers may upon his/her written request to the Superintendent be granted leave of absence without pay not to exceed one year in duration for the purpose of discharging the duties of such office.

k. Sabbatical Leave There shall be a moratorium on sabbatical leaves as long as the 2011 – 2014 agreement remains in force

i. Definition

Sabbatical Leave shall be interpreted as leave from active duty granted for the purpose of full-time graduate study, research and/or investigation necessitated to obtain an advanced degree, part-time graduate study combined with travel that is directed toward the improvement of instruction, or travel defined as being out of the State or Country for the duration of the sabbatical and such travel resulting in significant contribution to the school system.

ii. Eligibility

To be eligible for sabbatical leave the employee shall:

1. have completed seven (7) years of uninterrupted and satisfactory service in the school district at the time of application.
2. file with the Superintendent no later than February 1 or October 1 preceding the semester when it is desired that the leave shall become effective, data which includes the time of the leave requested, the purpose of the leave, the program to be followed and a statement as to how the leave will be of educational value to the school district.
3. have had his/her request reviewed by the Professional Advisory Council and received its recommendation.
4. have had his/her request reviewed by the Superintendent and received his/her recommendation for such leave.
5. have received approval from the Board of Education.
6. agrees to return to the school district for two (2) years of full-time service following the leave. (If after completing one (1) year of full-time service following said leave the employee involved receives an educational promotion he/she will be released from his/her two (2) year obligation).
7. agrees not to be employed during the time of the leave or any portion thereof.

iii. Items to be Considered in Reviewing Requests

In reviewing sabbatical leaves, consideration will be given to:

1. the extent of the applicant's professional study, growth, contributions and successful service during the preceding seven (7) years.
2. the extent to which plans, submitted for use of time while on leave, are definite and educationally constructive.
3. length of period of uninterrupted service to the school district.
4. reasonable and equitable distribution of applicants among the different groups in the system.
5. the order in which the applications are received.

iv. Responsibilities of Employees Granted Sabbatical Leaves During Leave and Following Leave

Teachers granted a sabbatical leave must:

1. provide the Superintendent while the sabbatical is in progress with such information as is pertinent to the purpose for which the sabbatical was granted.
2. submit a report to the Superintendent containing transcripts of all college or university work completed while on leave and all other items pertinent to an evaluation of the program.

v. Professional Advisory Council

The Professional Advisory Council shall notify the Superintendent of those persons it recommends for sabbatical leaves.

vi. Superintendent

The Superintendent shall recommend such persons so recommended by the Professional Advisory Council to the Board of Education unless for good reason he/she declines to do so. Sabbatical leaves will be granted to no more than three (3) persons per year. Two (2) half-year sabbaticals are equal to one (1) full year sabbatical.

- vii. Summer sabbaticals may be granted for the sole purpose of pursuing full-time graduate study. However, such sabbaticals will not be granted to more than two (2) teachers.
- viii. Compensation for full year sabbatical used to pursue a full year of full time graduate study shall be 65% of the teacher's annual salary. Compensation for a half year sabbatical used to pursue a full half-year of full time graduate study shall be 65% of teacher's semi-annual salary. Compensation for all other approved full-year or half-year sabbaticals shall be at the maximum rate of 50% of the teacher's annual salary; or semi-annual salary, as the case may be. Compensation for summer sabbaticals given only to pursue full-time graduate study shall be compensated at the rate of \$100 per week up to a maximum of six (6) weeks. This leave to tenured teachers shall be counted for regular salary increment purposes, longevity, retirement benefits or any other emoluments of value that accrued to teachers who were not on leave. Any tenured teacher on such leave may continue his/her Blue Cross / Blue Shield and Major Medical Insurance in the same manner as if he/she were teaching if there is no technicality which prevents it.

- ix. Any failure by the teacher to meet any requirement stipulated in the sabbatical leave policy shall mean that he/she will reimburse the school district an amount equal to the time he/she has not met the requirement.

l. Conferences

Teachers shall be granted leave with pay to attend conferences, workshops, seminars, and other professional improvement sessions with the advance approval of the Building Principal and Superintendent. The District will budget \$15,000 during each year of this agreement. Such amount will not be funded in the event of a contingency budget.

- i. Requests to attend a conference along with list of the estimated expenses must be filed by the teacher with the Building Principal at least ten (10) days prior to the date of such requested leave.
- ii. Insomuch as possible, teachers should make known conference attendance requests for the next academic year before budget submission time.
- iii. Conference expenses will be covered on the following items:
 1. conference registration
 2. food allowance up to a maximum of \$60.00 daily plus 15% gratuities
* it is understood that a food allowance is intended for meals that a teacher eats outside of their home and that are reasonably necessitated by their attendance at the conference. For example, a teacher who attends a day conference that begins at 8:00 am and ends at 4:00 pm might reasonably request reimbursement for lunch (if not provided as part of the conference).
 3. room to a maximum of \$150.00 daily
 4. reimbursement per mile at the rate of the maximum I.R.S. allowance and road tolls for transportation
 5. payment shall be received upon submission of receipts by the teacher

m. Vista and Peace Corps

Upon request, the Board of Education may grant special leaves of absence of a maximum of two (2) years without pay to any tenured teacher for the purpose of full time participation in Vista or the Peace Corps. Request for such leave will be submitted to the Board of Education not later than January 1 of the school year prior to the year for which the leave is requested. This leave to tenured teachers shall be counted for regular salary increment purposes, longevity, retirement benefits, or any other emoluments of value that accrued to teachers who were not on leave. Any tenured teacher on such leave may continue his/her Blue Cross / Blue Shield and Major Medical Insurance in the same manner as if he/she were teaching if there is no technicality which prevents it.

n. Visitations

Employees may be granted leave with pay to visit other schools for the purpose of professional development.

Granting of these days will be on recommendation of the Building Principal, who must receive written approval of the Superintendent.

o. Weather

The Superintendent may at his discretion grant teacher absence with full pay for weather conditions that make it impossible for a teacher to get to school.

VII. Academic Freedom

The Professional Advisory Council will attempt to define a statement that is agreeable to all parties concerned.

VIII. Teacher Education

- a. Graduate credit hours and in-service credit hours shall be posted for compensation purposes twice per year on or before October 1st and on or before February 1st; provided that a unit member who completes a course of study before the October 1st deadline, but who fails to present for credit posting by October 1st, may present for credit posting at the February deadline and be retroactively paid for such credits from the beginning of that school year.
- b. The Association shall designate the teacher representative to serve on any committee established to study or create a Competency Based Teacher Education Program.
- c. Graduate Credit Hours
 - i. Prior approval of the Superintendent is required for all Graduate courses if a teacher desires to have the hours credited for salary purposes.
 - ii. Graduate credit hours are those hours received in recognized graduate schools.
 - iii. A teacher who desires to pursue graduate work in another teaching field may receive credit for such graduate hours provided he/she is permanently certified in his/her teaching field.
 - iv. Up to six (6) credit hours of online instruction will be considered for payment in a given school year so long as the credits are not from an exclusively cyber-based

school. The Superintendent of schools at his/her discretion may authorize additional credits.

- v. For each one (1) semester hour of approved graduate work a teacher shall be reimbursed \$117.00.
Payments will be made within thirty (30) days of receipt of official transcripts verifying course completion. Lane changes will take place as described above. First year teachers who are filling a leave replacement slot shall be limited to reimbursement for one (1) graduate credit course.

(In-service credit hours do not receive A.C.A.)

- d. "In-Service" Credit Hours (Language in this section does not apply to first year teachers who are filling a leave replacement slot.)
 - i. Prior approval of the Superintendent is required for all "In-Service" courses if a teacher desires to have the hours credited for salary purposes. In-service course work shall be subject to the Superintendent's approval and must be related to the teaching discipline or teaching methods that are involved in the services performed by the applicant.
 - ii. "In-Service" credit is defined as that approved credit received from courses other than graduate schools.
 - iii. Any teacher requested by the Superintendent to participate in an "In-Service" course will receive credit equal to one (1) semester hour for each ten (10)-clock hours.
 - iv. A teacher may elect to receive \$27.27 for each clock hour rather than have the In-Service semester credit hours applied to advancement on the salary schedule. Ten (10) clock hours equals one (1) semester credit hour. If the teacher elects the payment for clock hours, the In-Service credit hours cannot be used for salary lane advancement.
 - v. Twelve (12) semester hours of approved "In-Service" credit may be applied to the number of semester hours needed to move from one salary lane to another if the twelve (12) hours are accrued in Valhalla School District "In-Service" courses. BOCES courses, up to a maximum of six (6) semester hours may be considered as part of the twelve (12) semester "In-Service" credit hours recognized as Valhalla School District Courses. Courses offered by the Teacher Center shall be considered Valhalla School District "In-Service" courses.
 - vi. In the case of approved "In-Service" courses, that are not Valhalla School District Courses, four (4) semester hours may be applied towards the twelve (12) "In-Service" semester credit hours allowed.

- vii. "In-Service" education courses directly applicable to a teacher's teaching field, (Illus. math courses - math teacher, etc.) will be approved for "In-Service" credit up to a maximum of six (6) semester hours that may be used to move from one major lane to another major lane (A-A1-B-C-D-E). These courses are in addition to the twelve (12) hours referenced in v. above so that it is possible for a teacher to use up to 18 credits of "In-Service" credit to move from one major lane to another major lane.
- viii. Two (2) administrators and two (2) teachers will compose an "In-Service" education committee whose task shall be to recommend local school district programs to the Superintendent for his/her consideration.

IX. Salaries

a. Teacher's Salary Schedules

There shall be no increase to the salary schedule for the 2014-15 school year. Effective July 1, 2015, there shall be an increase of 1.35% to the salary schedule. Effective July 1, 2016, there shall be an increase of 1.0% to the salary schedule. Effective July 1, 2017, there shall be an increase of 1.0% to the salary schedule. Step increments are to be accorded each year to those eligible members of the bargaining unit. A one-time non-recurring payment of \$500 shall be paid to those members of the bargaining unit who did not receive a step increase in the 2014-15 school year. Such one-time non-recurring payment shall be made within thirty (30) days of the full ratification of the Memorandum of Agreement.

See Appendix A.

b. Coaching Schedules

See Appendix B

c. Co-Curricular Schedules

See Appendix C

d. Salary Schedule Lanes

Effective July 1981, the only salary schedule lanes that exist are those that appear in this Agreement. Previous Lanes BA+15, MA+15, and MA+45 which although they did not show in the previous Agreement, and were in effect up to June 30, 1981, were abolished as of July 1, 1981.

The only exceptions to the above are:

1. Any teacher who was on a +15 schedule in 1980-81 shall continue to receive one-half the difference between the two salary lanes until the next lane is reached.
2. Any teacher who had recognized and approved graduate credit hours in 1980-81 over and beyond his/her major lane, and such graduate credit hours were moving him/her to what was a +15 lane which has now been abolished will be allowed to

finish that series and will receive one-half the difference between the two salary lanes until he/she moves to the next lane.

3. Teachers to whom Exception 1 applies may elect to use a maximum of six (6) approved "In-Service" semester hours to move to the next salary schedule lane. Teachers to whom Exception 2 applies may elect to use a maximum of six (6) approved "In-Service" semester hours as part of their +15 as this Agreement allows.

e. Co-Curricular Positions

It is understood that co-curricular positions will be added and/or subtracted from the Agreement. The addition and/or subtraction will be done with consultation with the VTA. Compensation for these positions will be subject to negotiations. A teacher who wishes to begin a new co-curricular activity must propose the activity to the Building Principal of his / her building. If the Building Principal approves, the teacher will run the club for one year on a trial basis. The district will not compensate the teacher for this. If student interest sufficient to run the club is evident and the District decides to establish the position, the district will negotiate compensation for the position with the VTA. If a teacher is asked by an administrator to start a club, the district agrees to waive the trial period and negotiate an appropriate stipend.

f. Differentials

i. Coordinators

1. A coordinator shall be compensated \$6,021 above their base salary.
2. Multi-subject area coordinators and the Information and Systems Technology Coordinator shall be compensated \$12,042 an amount above their base salary as follows:
3. A coordinator shall be deemed to be on tenure status after he/she has successfully completed the probationary period equal to the length of time a teacher is required to serve in a probationary period, and for as long as the coordinator position exists.
4. A coordinator shall be involved in the selection of all personnel for his/her department up to and including the final recommendation.
5. Where a coordinator's position was abolished and later restored, the coordinator who last held the position shall be offered the opportunity to be reinstated to said position.

ii. Lead Teachers / Head Teachers / Grade Level Leaders

Head teachers / Elementary Grade Level Leaders shall be compensated \$3,605.

HS Lead Teachers shall be compensated \$7,567.

iii. Full Time Guidance Personnel Summer Work

Full-time guidance personnel employed for a full month in July and/or August shall receive 1/200th of their annual salary for each day worked.

iv. “Teacher in Charge”

In a situation where all administrators have left the building and a teacher is asked to assume administrative responsibilities that teacher shall receive a stipend of \$121.

This position will be filled at the discretion of the building administrator and Superintendent.

v. Director of Guidance

The Director of Guidance shall be compensated \$18,063 above their base salary

vi. The Memorial Day Band Leader shall be paid at a rate of 1.5 times the contractual per diem salary amount of 3 days pay.

vii. Effective April 30, 2015, in the event the District, in its sole discretion, decides to operate a Math Acceleration Camp or similar academic program during the Summer months, unit members who work as teachers in the Camp or other academic program shall be paid at the per diem rate of 1/200th of their base salary.

viii. Effective April 1, 2015, a member of the VTA who possesses the requisite experience may be appointed to the position of interim Dean of Students. The teacher the “Teacher in Charge” stipend stipulated in the collective bargaining agreement for each day the teacher serves in that roll. In addition, the teacher will be paid their hourly rate when they are required to remain beyond the regular teacher work day. The teacher shall not engage in the evaluation of any VTA member.

ix. School Psychologists Chairing 504 Meetings

School psychologists will be appointed to a position of 504 Chair at a compensation of \$250.00 per year.

Psychologists may be asked to chair up to five annual review 504 meetings in each of their buildings subject to the following limitations:

- 1) Psychologists would not chair any initial 504 meetings.
- 2) Psychologists would not chair any meetings that have been difficult in the past.
- 3) If a meeting becomes contentious, the Psychologist will inform the parent that they will reschedule a “Requested Review” meeting with the parent.

Psychologists who chair 504 meetings will be responsible to:

1. Take minutes at the meeting regarding the students’ current academic functioning and use of accommodations and modifications.
2. Along with other 504 Committee members, determine which accommodations and modification would continue/discontinue or be added.

The Special Education office will be responsible to:

1. Schedule all meetings and send all related forms to parents and staff.
2. Provide Psychologists with all paperwork and review cases with them in advance.
3. Review minutes from meeting and make appropriate changes to 504 plans.

Prior to chairing the meeting School Psychologists will be offered the opportunity to attend a “Running Effective Meetings” workshop offered through SESIS during normal working hours.

x. Interim Dean of Students

A member of the VTA who possesses the requisite experience may be appointed to the position of interim Dean of Students. The teacher will be paid the “Teacher in Charge” stipend stipulated in the collective bargaining agreement for each day the teacher serves in that roll. In addition, the teacher will be paid their hourly rate when they are required to remain beyond the regular teacher work day.

The teacher shall not engage in the evaluation of any VTA member.

- xi. In the event that the District decides to operate a Math Acceleration Camp or similar academic program during the Summer months, unit members who work as teachers in the Camp or other academic program shall be paid at the per diem rate of 1/200th of base salary.

g. Salary Checks

Teachers shall be paid every other Friday commencing with the second Friday in September. Individual teachers may elect to be paid either in 21 or 25 checks.

h. Credit Union

The District shall deduct the authorized amount as indicated from any employee, the check to be turned over to the Credit Union.

i. Early Termination of Services

A teacher who terminates his/her service to the school district prior to the end of the school year shall receive 1/200 of his/her annual salary for each school day he/she actually worked.

j. Workshops/Committee Meetings/Curriculum writing

Teachers engaged in workshops or committee meetings outside of the normal school day or school year will be paid \$27.27 per hour exclusive of lunch. A teacher engaged in pre-approved curriculum writing outside of the normal school day or school year shall receive \$65 per hour exclusive of lunchtime upon completion of curricular materials acceptable to the district.

k. National Teachers' Certification

Teachers who have National Board Certification will receive \$2,237.00 upon initial certification and an additional \$1,682 per year of certification. Said teachers will attend the new staff orientation and provide up to two (2) one-hour workshops per year for other faculty. These payments are not cumulative.

X. Fringe Benefits

- a. **Chaperoning** – Chaperoning activities are defined as activities where a teacher is required to be present outside of the normal school day to provide supervision of students. These activities do not require advance professional preparation and are done at the request of an administrator. Chaperoning activities include: but are not limited to:
- After school events such as concerts, athletic events, or other performances;
 - Field trips that return to school more than one hour later than the end of the normal teacher workday;
 - Any overnight activities.

The following activities are not considered to be chaperoning activities and are considered to be a part of the normal professional responsibilities:

Meet the Teacher Night / Back to School Night
Teacher Conferences
Scoring of statewide assessments

Chaperoning assignments shall be paid at \$98 per event, with the exception of those activities/events for which an admission fee is charged and not received by the Board of Education:

Other Conditions are as follows:

1. All activities will be paid regardless of the day of the week.
 2. In the elementary schools, when an evening activity requires teachers not directly related to the performance to be assigned for supervision of children and/or crowd control, those teachers will be paid as chaperones.
 3. Staff who chaperone two consecutive events (e.g. a varsity and a J.V. basketball game) shall be paid 1.4 times the chaperone rate.
 4. Teachers who supervise Saturday Alternative Instruction will be compensated at a rate of \$50.00 per hour. The teacher shall be paid for the entire period they are scheduled for regardless if the students who have been assigned the Alternative Instruction fail to appear.
- ii. The principal will continue to make all assignments and there will be no volunteering. After all assignments are made, a teacher who because of an unforeseen conflict needs to have a substitute cover his/her assignment:
1. Must obtain approval of the building principal; and
 2. If the principal approves the substitute he/she will notify the teachers involved in a written memorandum to each. The teacher who has been excused from his/her assignment is considered to have completed it and the teacher who has agreed to substitute still remains responsible for his/her previously assigned duties.
 3. The lists of activities and chaperones will be posted as they are known and additions, deletions and changes made as the activities are scheduled.
 4. The Superintendent shall review the chaperoning assignments made by the building principals.
 5. The number of chaperoning events may vary from year to year.

b. Teacher Benefits Fund

- i. The District shall contribute to a teacher benefits fund that is administered by the Valhalla Teachers Association or its designated teacher trustees. Such contribution shall be used to purchase such benefits as the Valhalla Teachers' Association or its designated trustees, in their unilateral judgment, shall decide as long as such benefits shall be for the benefit of all bargaining unit employees (.5 Full Time Equivalent (FTE) or greater) and as long as such benefits shall in no event be utilized in any suit or action against the Board, its members, the District, its Administration, or other District employees.
- ii. The District shall contribute to the benefit fund in the following manner:

Effective with the 20123-14 School Year
\$1662

On July 15th the district shall make a payment of 50% of the required contribution for all employees .5 FTE or greater. On October 1 the administrator of the benefit fund and the Business Administrator of the district shall conduct a reconciliation to ensure that all required contributions have been made. The reconciliation shall be based on the number of employees greater than .5 FTE as of October 1. In the case of a discrepancy, the district or the benefit fund shall make up the discrepancy within two weeks.

On January 15 the district shall make a payment of 50% of the required contribution for all employees .5 FTE or greater. On April 1 the administrator of the benefit fund and the Business Administrator of the district shall conduct a reconciliation to ensure that all required contributions have been made. The reconciliation shall be based on the number of employees greater than .5 FTE as of April 1. In the case of a discrepancy, the district or the benefit fund shall make up the discrepancy within two weeks.

The District shall not contribute for part-time teachers who are less than .5 FTE nor will the benefit fund be obligated to provide benefits for those employees.

- iii. The District reserves the right to require coverage by the Teachers Benefits Fund for other District employees as long as payment for such other District employees is made by the District at the same rate as for bargaining unit members. Such other employees will receive the same benefits as bargaining unit members.
- iv. In the event that the District incurs any liability for damages, any litigation expenses, or any other expenses in relation to the Teacher Benefits Fund authorized by this Agreement, the Association agrees to indemnify the District and to hold it harmless for such expenses.

c. Health Insurance

i. The Board of Education shall continue to offer the Empire Health Plan to all teachers who work .5FTE or greater.

Effective January 1, 2014 the contribution rate shall change to 13.5% of the individual or family premium as selected by the employee as of July 1, 2013.

Effective September 1, 2014, the contribution rate shall change to 13.5% of the individual or family premium as selected by the employee as of July 1, 2014.

Effective September 1, 2015, the contribution rate shall change to 13.5% of the individual or family premium selected by the employee as of July 1, 2015.

Effective September 1, 2016, the contribution rate shall change to 14% of the individual or family premium selected by the employee as of July 1, 2016.

Effective September 1, 2017, the contribution rate shall change to 15% of the individual or family premium selected by the employee as of July 1, 2017.

Any teacher who is excused from the staff of the Valhalla School District will be maintained as a member of the Empire Health Plan for a period not to exceed six (6) months or up to the time the teacher is engaged in some type of employment or whichever is less.

Upon written request by the teacher, and subject to the approval of the Board of Education, a teacher may elect not to participate in the Health Plan and/or elect to move from family coverage to individual. If such is requested and approved, the teacher shall receive 40 percent of the premium saved by such action in his/her payroll check. Such a commitment must remain for a period of one year unless an emergency occurs during the year necessitating the teacher's re-enrollment. When re-enrollment recurs, the teacher is responsible to return monies received, if any, and also must meet the conditions set forth by the insurance company for re-enrollment.

In the event that two (2) teachers in any one-year elect not to participate in the Health Plan and/or move from family coverage to individual coverage, such teachers shall receive fifty percent 50% of the premium saved by such action in their payroll checks.

The District and the Association agree to investigate alternative health insurance plans. Any agreement by the District and the Association to participate in an alternative health insurance plan will include a provision that calls for the Association and the District to allocate cost savings on a fifty-fifty sharing basis between the District and bargaining unit members.

The District and the Association agree to investigate and to implement upon agreement by both parties a tax deductible salary reduction plan for certain benefit plans.

ii. Retiree Health Insurance

A person must have worked 10 years for the Valhalla UFSD in order to participate in the health insurance plan in retirement.

Seven years after retirement from the District, retirees shall be charged no greater a percentage for health insurance premiums than the percentage last charged to them while actively employed in the District.

d. Personal Property Damage

The Board of Education will reimburse teachers for damage to personal clothing or eyeglasses that occurs while the teacher is conducting assigned duties during the school day and on school premises and such damage and/or loss is not due to teacher negligence, and such damage and/or loss is substantiated by a witness and has not taken place during a coaching activity. Reimbursement for damage shall be the cost of repair to clothing and/or glasses and if repair is not possible, the amount of reimbursement will be based upon the original cost, as evidenced by original invoice or affidavit from the place of purchase, less the amount of depreciation. Total reimbursement for the school year shall not exceed \$500 for all employees and no remuneration is received from any other sources.

Sick Days

Teachers shall be allowed to accumulate up to 200 sick days.

If a unit member provides irrevocable written notification of retirement by January 15th for retirement effective the June 30th thereafter, he/she shall be paid \$60 per sick day at the time of retirement with a maximum of 200 days (\$12,000); if a unit member provides irrevocable written notification of retirement by June 30th for retirement effective by June 30th, he/she shall be paid \$40 per sick day at the time of retirement with a maximum of 200 days (\$8,000). At the discretion of the Superintendent of Schools, a teacher may be permitted to provide late written notice in the case of hardship. Further, any teacher who provides notice by January 15th shall receive health insurance in retirement based upon the contribution rate in effect as of the date of retirement for the remainder of his/her lifetime; any teacher who provides notice by June 30th shall receive health insurance in retirement based upon Article X (c)(ii). For the 2014-15 year only, any unit member who provides irrevocable written notification by June 15, 2015, for retirement effective June 30, 2015, shall be eligible for payment of unused sick leave at the rate of \$40 per day (200 max) and health insurance in retirement at the rate of 13.5% a year. Money shall be placed into a 403(b), of the unit member's IRS tax sheltered annuity without a cash option.

e. Excessed Teachers / Death

Teachers who are excessed will be reimbursed for their sick days in the same manner as if they were retiring. If a teacher dies while in the employ of the District the spouse/designated beneficiary (as indicated on NYSTRS form) shall be paid for the unused sick days in the same manner as if they were retiring.

f. 15+ Years - Resignation

Any teacher who serves more than 15 years in the Valhalla School District and elects to resign from the Valhalla School District shall be compensated for his/her sick time in the same manner as if he/she were to retire.

g. Tax Sheltered Annuity

A tax sheltered annuity program at no cost to the school district shall be made available.

h. Subcontracting Clause

The Board of Education agrees to negotiate with the Association before entering into subcontracting arrangements that may have an adverse effect on teaching positions. The Association will have the right of first refusal for all instructional reinforcement services scheduled before or after the regular school day.

i. Use of Teacher's Car

Teachers who use their own cars on approved official business will be reimbursed at the rate of the maximum I.R.S. allowance per mile for travel if prior approval is received from the Business Administrator and if such claims have been submitted.

j. Teachers' Children

Children of full-time teachers who reside with their parents outside of the District may attend Valhalla Schools at no cost as long as there are no required staffing increases at the time of registration. Any additional costs for increases in staffing at the time of registration will be borne by the full-time teachers. Any additional direct costs while the child is enrolled in the District will be borne by the full-time teachers.

k. Hepatitis B Shots

The District shall annually offer employees the opportunity to receive Hepatitis B shots through the school physician. Employees availing themselves of this opportunity will be required to utilize their insurance and will be required to sign a release furnished by the District. The District will reimburse employees for the shots in the event that their insurer rejects coverage.

XI. Relations of the Parties During the Life of the Agreement

a. Meetings

It is the intent of both parties that the terms and conditions of employment provided in this Agreement shall remain in effect for the life of this Agreement or until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may arise from time to time of vital mutual concern to the parties. It is in the public interest that the opportunity for mutual discussion of such matters is provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

b. Negotiation Procedures

No later than January 15 of each year, prior to the expiration of this or any successor Agreement, the parties shall enter into good faith negotiations as to a successor Agreement to become effective for the succeeding school year or years, as negotiated.

c. Representative in Negotiations

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

XII. General Provisions

a. Effect of Contract

This Agreement constitutes the full and complete Agreement of the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written signed amendment to this Agreement.

b. Previous Practice Clause

The District agrees to negotiate with the Association regarding any proposed change in terms and conditions of employment of bargaining unit members that are not incorporated in this Agreement.

It shall be the responsibility of the Valhalla Teachers Association Executive Committee and/or its building representative to meet with either the Superintendent or his/her Building

Principal regarding the implementation of the contract. Six copies of any new policies created by the Board of Education will be provided to the President of the Valhalla Teachers Association. A copy of policies in effect as of September 1970 shall be available in each school building. However, Board of Education policies are not a part of or included in this Agreement.

c. Agreement Supersedes

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

d. Individual Agreement

Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this Agreement. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement; this Agreement during its duration, shall be controlling.

e. Copies of Agreement

Copies of this Agreement shall be printed at the joint expense of the parties.

f. Grievance Procedure

i. Definitions

Grievance shall mean any alleged violation, misinterpretation or claim of inequitable application of the terms directly stated in the Agreement, provided, however, that such terms shall not include a teacher's rate of compensation, retirement benefits, disciplinary proceedings, or any matter which is otherwise subject to review pursuant to law or any rule or regulations having the force and effect of law.

An "aggrieved person" is a teacher, group of teachers or Association making the grievance. A "party of interest" is the teacher or group of teachers making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

ii. Purpose

The purpose of this procedure is to secure equitable solutions to the disputes that may arise over the matters defined in XII. g.1. as rapidly as possible. Nothing herein contained will be construed as limiting the right of any teacher having a

grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement or inconsistent between the Board and the Association, and that the Association has been given the opportunity to be present at such adjustment to state its views.

Failure of the grievant to submit a timely grievance or to appeal to the next level within the stated time frames shall be deemed a waiver of the right of the grievant to the grievance procedure or to the next level of the grievance procedure.

iii. Formal Procedures

To expedite the process, the number of days indicated at each level shall be considered as maximum.

1. Level One. An aggrieved person must within thirty (30) calendar days of event or discovery, present his/her grievance in writing to the Building Principal with whom it will be discussed directly or through the Association's representative with the objective of resolving the matter. Such meeting shall take place within ten (10) school days of the filing of said grievance, and if the decision is not made at the time of the hearing, the Building Principal will make a decision no later than five (5) school days following the hearing.
2. Level Two. If the grievance was not resolved at Level One, a written appeal must be made to the Superintendent within ten (10) school days of the time the decision was rendered at Level One. The Superintendent must render a decision regarding the grievance within ten (10) school days after the grievance hearing has been held.
3. Level Three. The aggrieved party and V.T.A. Executive Board representative must file a written appeal to the Board of Education within ten (10) school days of receipt of the Level Two decision if they desire that a Board of Education Committee review the grievance and decision rendered.
 - A. The aggrieved party must notify the President of the Association that formal procedures are initiated. Thereafter, copies of all written communication of the parties in interest shall be sent to the President of the Association.
 - B. The Board of Education Committee will meet within ten (10) school days of the Board of Education's receipt of the written appeal. At the meeting of the Board of Education Review Committee, both parties shall submit their case in writing and a transcript of this hearing shall be made.

- C. The Board of Education shall render a decision accompanied by a written report explaining its decision within ten (10) school days to the parties in interest and a copy sent to the Association President. The decision of the Board of Education shall be deemed final and binding on all parties in the dispute unless the grievance is a question concerning the application or interpretation of those items specifically written and stated in the Agreement. If such is the case, and the Association elects to submit the matter to binding arbitration, it must submit a written notice of demand for arbitration within ten (10) school days of the receipt of the Board of Education's decision.
4. Level 4. (To be used only if the grievance is a question concerning the application or interpretation of those items specifically stated and written in this Agreement.)
- A. If the Association submits a demand for arbitration, the arbitrator shall be selected by mutual consent of the Board of Education and the Valhalla Teachers Association within ten (10) school days of receipt of the demand for arbitration. In the absence of mutual consent, the arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association.
 - B. Any decision of the arbitrator shall be binding and not subject to appeal by either party.
 - C. No transcript or tape recording of an arbitration hearing shall be kept, except upon mutual consent of the parties. If a transcript or tape recording is kept, each party shall pay half the cost of preparing it. Each party shall bear the cost of preparing and presenting its own case.
 - D. The arbitrator's decision and award shall be issued within thirty (30) calendar days after the arbitrator closes the hearing.
 - E. This agreement constitutes the entire agreement of the parties. Notwithstanding anything to the contrary in the law or the rules of the arbitration tribunal, the arbitrator shall limit his decision strictly to the interpretation or application of the express provision(s) of the agreement submitted to him, and he shall be without power or authority to make any decision or award:
 - E1) adding to, subtracting from, contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement;

- E2) involving Board discretion or Board policy under the provisions of this agreement, under Board rules or regulations, under regulations having the force and effect of law, or under applicable law;
 - E3) limiting or interfering in any way with the powers, duties and responsibilities of the Board or the Superintendent of Schools under the Board's rules or regulations, applicable law, and rules or regulations;
 - E4) ordering any relief whatever, if the award is made after the time limit prescribed herein, and a party makes a timely objection to the delay pursuant to Section 7507 of the CPLR.
- F. All costs of arbitration shall be equally shared by the V.T.A. and the Board of Education.

g. Legislative Action

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

h. Conformity to Law

If any provision of this Agreement or any application of the Agreement to the employee or group of employees shall be found contrary to law, such provisions or application shall not be deemed to be valid and subsisting, except at the extent permitted by law, but all other provisions or applications will continue in full force and effect.

i. Duration of Agreement

This Agreement is made and entered into as of the 1st day of July 2014 by and between the Valhalla School District and the Valhalla Teachers Association, and is effective for the period ending June 30, 2018.

The parties are committed to completing all aspects of a new APPR required to be negotiated under Article 14 of the Civil Service Law consistent with Chapter 56 of the Laws of 2015 and the corresponding Regulations of the Commissioner of Education no later than August 30, 2015, unless the deadline is extended by SED or the Legislature. Once those aspects of the new APPR that are mandated and/or required to be bargained are

mutually agreed upon, the provisions set forth in the collective bargaining agreement relating to the observation and evaluation of staff members shall supersede any existing provisions that are inconsistent therewith. Agreement on the APPR is subject to and contingent upon approval by the State Education Department of the 2015-16 District APPR no later than November 15, 2015, unless the deadline is extended by SED or the Legislature.

Additional Information on Salary Schedule

1. Approval for all college work and In-Service courses must be given by the Superintendent prior to enrollment.
2. The withholding clause may be applied at any time after the 10th step of the salary schedule only for just cause, and subject to grievance procedure including binding arbitration.

Longevity Provision

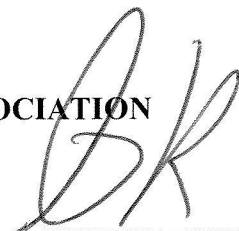
In recognition of length of service to the District, it is agreed that longevity shall be paid to teachers according to the following table. Longevity payments commence in the year the teacher begins the stipulated years of service. A longevity payment is not cumulative, but is added above whatever the teacher's salary on the salary schedule would be for the current year.

Years of service	Effective with 2013-2014 School Year
16	750
20	2750
25	4750
30	6750

3. All teachers in the employ of the School District are eligible for longevity. Teachers who have prior service in other school districts may use up to a maximum of three (3) years of that service to satisfy the longevity requirement. Even though he/she starts in Valhalla on a step higher than step 3, only a maximum of three years of outside service is allowed to satisfy the longevity provision. Also, he/she must have been given three (3) years credit when employed in Valhalla and actually had three (3) or more years of outside service.

FOR THE ASSOCIATION

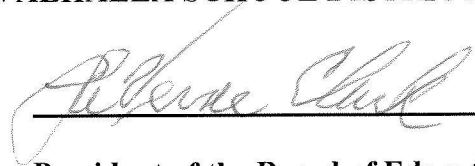
BY:



Steve Reich
President of the V.T.A.

FOR THE VALHALLA SCHOOL DISTRICT

BY:



President of the Board of Education

BY: Brenda Myers
Brenda Myers
Superintendent of Schools

VTA SALARY SCHEDULES

2014 - 2018

2014-15

	BA	BA30	MA	MA30	MA60	DOCT
1	51,561	55,171	59,584	64,350	69,498	75,059
2	53,623	57,377	61,967	66,924	72,278	78,061
3	55,768	59,672	64,446	69,601	75,169	81,183
4	57,999	62,059	67,023	72,386	78,176	84,431
5	60,319	64,541	69,704	75,280	81,303	87,808
6	62,732	67,123	72,493	78,292	84,555	91,320
7	65,241	69,808	75,392	81,424	87,938	94,973
8	67,850	72,599	78,408	84,680	91,455	98,771
9	70,564	75,504	81,545	88,068	95,113	102,722
10	73,386	78,524	84,806	91,591	98,917	106,830
11	76,322	81,665	88,199	95,254	102,874	111,104
12	79,375	84,932	91,727	99,064	106,989	115,549
13	82,551	88,330	95,395	103,027	111,268	120,171
14	85,852	91,862	99,211	107,149	115,719	124,976
15			103,179	111,434	120,348	129,976

2015-16

	BA	BA30	MA	MA30	MA60	DOCT
1	52,257	55,916	60,388	65,219	70,436	76,072
2	54,347	58,152	62,804	67,827	73,254	79,115
3	56,521	60,478	65,316	70,541	76,184	82,279
4	58,782	62,897	67,928	73,363	79,231	85,571
5	61,133	65,412	70,645	76,296	82,401	88,993
6	63,579	68,029	73,472	79,349	85,696	92,553
7	66,122	70,750	76,410	82,523	89,125	96,255
8	68,766	73,579	79,467	85,823	92,690	100,104
9	71,517	76,523	82,646	89,257	96,397	104,109
10	74,377	79,584	85,951	92,827	100,252	108,272
11	77,352	82,767	89,390	96,540	104,263	112,604
12	80,447	86,079	92,965	100,401	108,433	117,109
13	83,665	89,522	96,683	104,418	112,770	121,793
14	87,011	93,102	100,550	108,596	117,281	126,663
15			104,572	112,938	121,973	131,731

VTA SALARY SCHEDULES
2014 - 2018

2016-17

	BA	BA30	MA	MA30	MA60	DOCT
1	52,780	56,475	60,992	65,871	71,140	76,833
2	54,890	58,734	63,432	68,505	73,987	79,906
3	57,086	61,083	65,969	71,246	76,946	83,102
4	59,370	63,526	68,607	74,097	80,023	86,427
5	61,744	66,066	71,351	77,059	83,225	89,883
6	64,215	68,709	74,207	80,142	86,553	93,479
7	66,783	71,458	77,174	83,348	90,016	97,218
8	69,454	74,315	80,262	86,681	93,617	101,105
9	72,232	77,288	83,472	90,150	97,361	105,150
10	75,121	80,380	86,811	93,755	101,255	109,355
11	78,126	83,595	90,284	97,505	105,306	113,730
12	81,251	86,940	93,895	101,405	109,517	118,280
13	84,502	90,417	97,650	105,462	113,898	123,011
14	87,881	94,033	101,556	109,682	118,454	127,930
15			105,618	114,067	123,193	133,048

2017-18

	BA	BA30	MA	MA30	MA60	DOCT
1	53,308	57,040	61,602	66,530	71,851	77,601
2	55,439	59,321	64,066	69,190	74,727	80,705
3	57,657	61,694	66,629	71,958	77,715	83,933
4	59,964	64,161	69,293	74,838	80,823	87,291
5	62,361	66,727	72,065	77,830	84,057	90,782
6	64,857	69,396	74,949	80,943	87,419	94,414
7	67,451	72,173	77,946	84,181	90,916	98,190
8	70,149	75,058	81,065	87,548	94,553	102,116
9	72,954	78,061	84,307	91,052	98,335	106,202
10	75,872	81,184	87,679	94,693	102,268	110,449
11	78,907	84,431	91,187	98,480	106,359	114,867
12	82,064	87,809	94,834	102,419	110,612	119,463
13	85,347	91,321	98,627	106,517	115,037	124,241
14	88,760	94,973	102,572	110,779	119,639	129,209
15			106,674	115,208	124,425	134,378

	2014-2015		2015-2016		2016-2017		2017-2018	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
BASEBALL (V)	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
BASEBALL (JV)	4,791	5,276	4,887	5,382	4,985	5,490	5,085	5,600
BASEBALL ASST	4,428	4,757	4,516	4,852	4,606	4,949	4,698	5,048
BASEBALL (MOD)	4,092	4,498	4,173	4,587	4,256	4,679	4,341	4,773
BASKETBALL VG	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
BASKETBALL (JVG)	4,791	5,276	4,887	5,382	4,985	5,490	5,085	5,600
BASKETBALL (MOD.G)	4,092	4,498	4,173	4,587	4,256	4,679	4,341	4,773
BASKETBALL (VB)	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
BASKETBALL (JVB)	4,791	5,276	4,887	5,382	4,985	5,490	5,085	5,600
BASKETBALL (MOD.B)	4,092	4,498	4,173	4,587	4,256	4,679	4,341	4,773
BOWLING	4,016	4,498	4,096	4,587	4,178	4,679	4,262	4,773
CROSS COUNTRY	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
CROSS COUNTRY-MOD	4,092	4,498	4,173	4,587	4,256	4,679	4,341	4,773
HEAD FOOTBALL(V)	7,832	8,391	7,988	8,559	8,148	8,730	8,311	8,905
ASSIST.FOOT.(V)	5,934	6,266	6,052	6,391	6,173	6,519	6,296	6,649
ASSIST.FOOT.(V)	5,934	6,266	6,052	6,391	6,173	6,519	6,296	6,649
ASSIST.FOOT.(V)	5,934	6,266	6,052	6,391	6,173	6,519	6,296	6,649
FOOTBALL (MOD.)	4,859	5,220	4,956	5,324	5,055	5,430	5,156	5,539
FOOTBALL (MOD.)	4,859	5,220	4,956	5,324	5,055	5,430	5,156	5,539
FIELD HOCKEY (V)	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
FIELD HOCKEY (JV)	4,791	5,276	4,887	5,382	4,985	5,490	5,085	5,600
FIELD HOCKEY (MOD.)	4,092	4,498	4,173	4,587	4,256	4,679	4,341	4,773
FIELD HOCKEY ASST	4,428	4,757	4,516	4,852	4,606	4,949	4,698	5,048
GOLF	4,016	4,599	4,096	4,691	4,178	4,785	4,262	4,881
LACROSSE (VG)	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
LACROSSE G ASST.	4,428	4,757	4,516	4,852	4,606	4,949	4,698	5,048
LACROSSE (JVG)	4,791	5,276	4,887	5,382	4,985	5,490	5,085	5,600
LACROSSE (MG)	4,092	4,498	4,173	4,587	4,256	4,679	4,341	4,773
SOCCER (VB)	5,472	7,136	5,582	7,278	5,694	7,424	5,808	7,572
SOCCER B ASST.	4,428	4,757	4,516	4,852	4,606	4,949	4,698	5,048
SOCCER (JVB)	4,791	5,276	4,887	5,382	4,985	5,490	5,085	5,600
SOCCER (MOD.B)	4,092	4,498	4,173	4,587	4,256	4,679	4,341	4,773
SOCCER (VG)	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
SOCCER (JVG)	4,791	5,276	4,887	5,382	4,985	5,490	5,085	5,600
SOCCER (MOD.G)	4,092	4,498	4,173	4,587	4,256	4,679	4,341	4,773
SOCCER G ASST.	4,428	4,757	4,516	4,852	4,606	4,949	4,698	5,048
SOFTBALL (V)	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
SOFTBALL ASST.	4,428	4,757	4,516	4,852	4,606	4,949	4,698	5,048
SOFTBALL (JV)	4,791	5,276	4,887	5,382	4,985	5,490	5,085	5,600
SOFTBALL MOD	4,092	4,498	4,173	4,587	4,256	4,679	4,341	4,773
TENNIS (VG)	5,833	6,423	5,949	6,551	6,068	6,682	6,189	6,816
TENNIS (JVG)	4,313	4,748	4,399	4,843	4,487	4,940	4,577	5,039
TENNIS (VB)	5,833	6,423	5,949	6,551	6,068	6,682	6,189	6,816
TENNIS (JVB)	4,313	4,748	4,399	4,843	4,487	4,940	4,577	5,039
TRACK (SPRING)VB	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
TRACK (SPRING)VG	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
TRACK ASSIST G. ASST.	4,428	4,757	4,516	4,852	4,606	4,949	4,698	5,048
TRACK ASSIST B. ASST.	4,428	4,757	4,516	4,852	4,606	4,949	4,698	5,048
TRACK MOD	4,092	4,498	4,173	4,587	4,256	4,679	4,341	4,773
TRACK MOD ASST	2,997	-	3,057	-	3,118	-	3,180	-
TRACK (WINTER)	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
TRACK (WINTER) ASST	4,428	4,757	4,516	4,852	4,606	4,949	4,698	5,048
VOLLEYBALL (V)	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
VOLLEYBALL (JV)	4,791	5,276	4,887	5,382	4,985	5,490	5,085	5,600
VOLLEYBALL (MOD.)	4,092	4,498	4,173	4,587	4,256	4,679	4,341	4,773
WRESTLING (V)	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
WRESTLING (MOD.)	4,092	4,498	4,173	4,587	4,256	4,679	4,341	4,773
CHEERLEADING (V)	6,482	7,136	6,612	7,278	6,744	7,424	6,879	7,572
CHEERLEADING (MOD.)	4,092	4,498	4,173	4,587	4,256	4,679	4,341	4,773
TIME KEEPER BASKETBALL	121	-	124	-	126	-	129	-
SHOT CLOCK-BASKETBALL	121	-	124	-	126	-	129	-
WEIGHT ROOM SUPERVISION	2,118	-	2,160	-	2,203	-	2,247	-

	2014-2015		2015-2016		2016-2017		2017-2018	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
ACADEMIC CHALLENGE TEAM - HS	2,359		2,406		2,454		2,503	
ACADEMIC CHALLENGE/NEWSBOWL-MS	2,359		2,406		2,454		2,503	
ADVISOR 6TH	2,222	2,281	2,266	2,327	2,311	2,374	2,357	2,421
ADVISOR 7TH	2,222	2,281	2,266	2,327	2,311	2,374	2,357	2,421
ADVISOR 8TH	2,222	2,281	2,266	2,327	2,311	2,374	2,357	2,421
ADVISOR 9TH	2,265	2,314	2,310	2,360	2,356	2,407	2,403	2,455
ADVISOR 10TH	2,330	2,424	2,377	2,472	2,425	2,521	2,474	2,571
ADVISOR 11TH	2,699	2,925	2,753	2,984	2,808	3,044	2,864	3,105
ADVISOR 12TH	3,471	3,936	3,540	4,015	3,611	4,095	3,683	4,177
ART CLUB - MS/HS	2,359		2,406		2,454		2,503	
BOWLING CLUB - MS	2,359		2,406		2,454		2,503	
COOKING CLUB - MS/HS	2,396		2,444		2,493		2,543	
DEBATE CLUB - MS/HS	2,359		2,406		2,454		2,503	
DESTINATION IMAGINATION - MS	2,359		2,406		2,454		2,503	
DRAMA CLUB ADVISOR - MS/HS	1,257		1,282		1,308		1,334	
ENVIRONMENTAL CLUB - MS/HS	2,359		2,406		2,454		2,503	
EXTRA CLASSROOM TREASURER-MS/HS	5,649		5,762		5,877		5,995	
FALL PRODUCTION - HIGH SCHOOL								
DIRECTOR	2,222		2,266		2,311		2,357	
SET DIRECTOR	500		510		520		530	
FRIENDS OF THE ARTS - MS/HS	2,359		2,406		2,454		2,503	
GSA - HS	2,359		2,406		2,454		2,503	
HELPING HANDS - MS/HS	2,460		2,510		2,560		2,611	
NATL HONOR SOCIETY - HS	2,618	2,722	2,670	2,776	2,723	2,832	2,777	2,889
NATL HONOR SOCIETY - MS	2,618		2,670		2,723		2,777	
EUROPEAN CULTURE CLUB - MS/HS	2,396		2,444		2,493		2,543	
KENSICO CLUBS- 6 1/2 YR CLUBS/6 ADV.	2,359		2,406		2,454		2,503	
MUSICAL - MIDDLE SCHOOL								
CHOREOGRAPHER	1,253		1,278		1,304		1,330	
DIRECTOR	2,696		2,750		2,805		2,861	
MUSIC DIRECTOR/ORCHESTRA	1,354		1,381		1,409		1,437	
SET DIRECTOR	1,207		1,231		1,256		1,281	
PEER LEADERSHIP - HS	2,359		2,406		2,454		2,503	
PERCUSSION CLUB/PEP BAND - MS/HS	2,359		2,406		2,454		2,503	
PUBLICATION CLUB - MS	2,570	2,694	2,621	2,748	2,673	2,803	2,726	2,859
WORLD LANGUAGE HONOR SOCIETY	2,359		2,406		2,454		2,503	
SPRING PRODUCTION - HIGH SCHOOL								
CHOREOGRAPHER	1,717		1,751		1,786		1,822	
DIRECTOR	3,826	4,563	3,903	4,654	3,981	4,747	4,061	4,842
MUSIC DIRECTOR / ORCHESTRA	1,919		1,957		1,996		2,036	
SET DIRECTOR	1,717		1,751		1,786		1,822	
STUDENT GO - HS	4,056	4,104	4,137	4,186	4,220	4,270	4,304	4,355
STUDENT GO - MS	3,205	3,407	3,269	3,475	3,334	3,545	3,401	3,616
TECHNICAL ADVISOR - MS/HS	3,468		3,538		3,609		3,681	
VIF - MS/HS	2,645	2,722	2,698	2,776	2,752	2,832	2,807	2,889
VOX - HS	2,359		2,406		2,454		2,503	
VRES CLUBS-6 1/2 CLUBS/6 ADVISORS	2,359		2,406		2,454		2,503	
WHITNEY M. YOUNG - MS/HS	2,359		2,406		2,454		2,503	
YEARBOOK - HS	4,224	4,581	4,308	4,673	4,394	4,766	4,482	4,861
ASST TO YEARBOOK ADVISOR - MS/HS	2,281		2,326		2,373		2,420	
YEARBOOK - MS	2,989	3,303	3,049	3,369	3,110	3,436	3,172	3,505

Maximum begins after 3 years completed within a 5 year period

	2014-15	2015-16	2016-17	2017-18
COVERAGE	27.27	30.00	32.00	35.00
WORKSHOP/PROF DEVELOPMENT	27.27	30.00	32.00	35.00
HOME TUTORING	44.44	44.44	44.44	44.44
MENTORS	1,297	1,297	1,297	1,297
MENTOR COORD.	3,000	3,000	3,000	3,000
SINGLE COORDINATORS	6,021	6,021	6,021	6,021
MULTI-SUBJ. COORD	12,042	12,042	12,042	12,042
GRADE LEVEL LEADERS	3,605	3,605	3,605	3,605
HS LEAD TEACHERS	7,567	7,567	7,567	7,567
TEACHER-IN-CHARGE	121.00	121.00	121.00	121.00
DIR. GUIDANCE	18,063	18,063	18,063	18,063
INIT. NAT'L TCHER CERT.	2,237	2,237	2,237	2,237
ANNUAL NAT'L TCHR CERT.	1,682	1,682	1,682	1,682
CHAPERONE DUTY PER EVENT	98.00	98.00	98.00	98.00
GRADUATE COURSE HOURS	117.00	117.00	117.00	117.00
IN-SERVICE CREDIT	27.27	27.27	27.27	27.27
CURRICULUM WRITING	65.00	65.00	65.00	65.00
AIS AFTER SCHOOL	65.00	65.00	65.00	65.00
VRES ORIENTATION	250.00	250.00	250.00	250.00
GUIDANCE DAYS @	1/200th	1/200th	1/200th	1/200th