

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
VALLEY CENTRAL TEACHERS' ASSOCIATION
AND THE
VALLEY CENTRAL SCHOOL DISTRICT
FOR THE PERIOD
JULY 1, 2017 THROUGH JUNE 30, 2020**

Final Edit: August 2017

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ARTICLE I

RECOGNITION

A. The Valley Central School District (District) recognizes the Valley Central Teachers' Association (Association) as the exclusive negotiating representative of the District's certified and licensed professional staff, and the Valley Central Registered Nurses.

B. The term "professional staff" is defined to include members of the Valley Central payroll serving at least fifty (50%) percent of the school day in the classroom or in direct services to children. This includes only:

Classroom Teachers	Department Chairperson
Registered Nurses	Departmental Supervisors
Nurse Teachers	Library Teachers
Guidance Counselors	School Psychologists
Speech Teachers	Attendance Teachers
Speech Therapists	Student Assistance Counselors
Physical Therapy Assistants (PTAs)	School Social Workers
Certified Occupational Therapy Assistants (COTAs)	JROTC Instructors
Network Specialists	Instructional Technology Specialists
Computer Technicians	

Further, the term "member" refers to all categories listed above. The term "teacher" refers to all staff listed above except PTA's, COTA's, Computer Technicians/Network Specialists/Instructional Technology Specialists and JROTC Instructors.

1. Terms and conditions set forth in this CBA shall apply to Network Specialists, Instructional Technology Specialists, Computer Technicians except for the following sections:
 - a. Article X, Assignments
 - b. Article XII, Length of Service and layoff
 - c. Article XIII, Report Cards
 - d. Article XV, Assignments and Duties--Teachers Only
 - e. Article XVI, Assignments and Duties
 - f. Article XVII, Supplemental Positions
 - g. Article XIV, Professional Growth
 - h. Article XXVI, APPR

C. Leave of Absence Personnel and Regular Substitutes will be recognized as members of the Association upon their eligibility for Health and Leave Benefits.

ARTICLE II

PRINCIPLES AND PROCEDURES OF NEGOTIATIONS

A. The District and the Association will make every effort to commence negotiations by the exchange of proposals no later than March 1st, or the next school day when March 1st is not a school day, immediately preceding the expiration of this agreement.

B. The Association will provide copies of the final Collective Bargaining agreement to its members. The District will provide the same to all new hires.

C. Both parties shall have a right to all public information in the possession of either party relevant and necessary to items in negotiations. The District also agrees to supply to the Association each member's salary upon reasonable notice.

D. There shall be continuous study and review of the negotiation agreement. As new items or matters are recognized as negotiable items, said items shall be considered as part of future negotiation.

ARTICLE III

GRIEVANCE PROCEDURE

A. A grievance is a dispute or controversy arising during the term of this agreement out of the interpretation or application of a specific provision of this agreement.

B. Grievances may only be initiated by an aggrieved employee, group of similarly aggrieved employees, or by the Association. All parties have the right to representation, of their own choice at all stages of the grievance procedure, provided the Association shall have the right to be present and state its views at all levels of the grievance procedure. The aggrieved employee or employees must be present at all stages of the grievance procedure or the grievance shall be deemed waived and not subject to further appeal. However, whenever there is more than one aggrieved employee, the failure of any aggrieved employee to be present at all stages of the grievance procedure shall be deemed a waiver of the grievance only insofar as those aggrieved employees who have not been present at all stages of the grievance procedure are concerned; the grievance shall not be waived insofar as those aggrieved employees who appeared at all stages of the grievance procedure are concerned.

C. Grievances must be initiated within thirty (30) school days of the occurrence giving rise to the grievance. Such grievances must be set down in writing, specifying the name or names of the aggrieved employees, the particular article(s) and subdivision(s) thereof at issue, the events alleged to have given rise to the grievance, and the relief sought.

D. Grievance Steps:

1. Step 1 - The grievance is presented to the immediate supervisor or principal within thirty (30) school days of the occurrence alleged to have given rise to the grievance. The supervisor shall render a written decision within seven (7) school days of the presentation of the grievance.
2. Step 2 - If not settled at Step 1, within seven (7) school days of the supervisor's decision a meeting shall be arranged by the aggrieved between a representative of the Association and a representative of the Superintendent. Within seven (7) school days of said meeting, the Superintendent shall render a written decision on the grievance.
3. Step 3 - If the grievance is not settled at Step 2, the matter shall be submitted to the Board within five (5) school days of the decision at Step 2. The aggrieved shall have an opportunity to meet with the Board at its next regularly scheduled meeting. A decision will be rendered by the Board within ten (10) school days of such meeting.
4. Step 4 - If the grievance is not settled at Step 3, the Association or the District shall submit the grievance to the American Arbitration Association within ten (10) school days of the decision at Step 3. The grievance will be processed in accordance with the Voluntary Labor Arbitration Rules and the decision of the arbitrator shall be final and binding if rendered in accordance with this agreement. The cost of the arbitrator will be shared equally by the parties.

E. All time limits shall be strictly adhered to. Failure to proceed in strict accordance with all time limits shall be deemed a waiver of the grievance, and it shall not be subject to further appeal. The parties will use their efforts to expedite the processing of grievances filed after May 15th whenever use of all available time will carry the matter beyond the end of the school term and result in hardship to any party.

F. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

G. Every effort will be made to avoid the interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

H. The arbitrator shall have no authority to add to, subtract from, or otherwise modify this agreement, or to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement.

ARTICLE IV

DISMISSAL AND DISCIPLINE

A. The dismissal and discipline of non-tenured teachers shall be governed by the New York State Education Law. A non-tenured teacher subject to the procedures of the Education Law and JROTC Instructors shall have the opportunity, upon written request, to meet with the Board in the executive session prior to the meeting at which the Board will act on the Superintendent's recommendations, provided the teacher has complied fully with all requirements of the Education Law. The teacher shall submit a written request for such a meeting at the same time the teacher requests reasons for the proposed termination under the Education Law.

B. The dismissal and discipline of Certified Occupational Therapy Assistants, Physical Therapy Assistants, Network Specialists, Instructional Technology Specialists, Computer Technicians and Registered Nurses will be governed by New York State Civil Service Law.

ARTICLE V

ASSOCIATION RIGHTS

A. All Association business shall be conducted so that there is no conflict with the instructional and/or supervisory duties of the staff or the normal program of the school. The Association President will be assigned a maximum of four (4) classes to be scheduled during the first four periods of the school day when possible. The President and a maximum of two (2) vice-presidents will not be assigned supervisory duties except during times of crisis.

B. The Association may use staff mailboxes consistent with applicable law for the distribution of materials dealing with the proper and legitimate business of the Association provided said material is signed by a responsible officer or identifiable logo, the Association assumes all liability for its contents, no District personnel are used, and a courtesy copy is given to the building principal and the Superintendent.

C. Each school shall provide a bulletin board designated by the building principal for the Association to post materials dealing with the proper and legitimate business of the Association provided such material is signed by a responsible officer or identifiable logo, and the Association assumes all liability for its contents.

D. A total of twenty (20) days per school year, not to be charged to personal leave, shall be available to officers and delegates of the Association to attend meetings held by NYSUT and/or its affiliates. Notwithstanding the foregoing, no individual may utilize more than six (6) Association days per school year without District approval. The Association shall reimburse the District for the cost of substitutes for each day used.

E. In the event a teacher is selected as a delegate to the New York State Teachers Retirement System, leave with pay shall be granted for the purpose of attending the annual New York State Teachers Retirement System convention.

F. After the close of school on school days, the Association may use areas designated by the principal, without cost, for meetings of the Association provided that there is no interference with any previously scheduled school activities. The use of the building shall be arranged in advance with the principal and shall conform to the policy of the Board and the laws of the state of New York.

G. The Association may use school equipment on a cost basis provided there is no interference with the school program. Requests for use of equipment are to be made through the building principal consistent with applicable law.

ARTICLE VI

SUBCONTRACTING

A. The District shall provide reasonable and timely notice to the Association, with advance consultation, on subcontracting of work presently performed by members of the teachers' bargaining unit.

B. Scoring of Assessments: If the District determines that sufficient unit personnel are available in any given year to complete these tasks, outside vendors will not be utilized. The District may schedule scoring to be completed outside the regular work week so as not to interfere with student instruction and to assure effective and efficient scoring. Scoring outside the regular school day is voluntary; therefore, the rate of pay for such services will be the negotiated curriculum writing stipend as specified in Article XVII—E. The District will inform the Association President of upcoming assessments so that members may be solicited in a timely manner. Notwithstanding the foregoing, if the District determines that sufficient unit members are not available to complete these tasks, consultation with the Association President or his/her designee with regard to outside vendors will take place prior to the last Citizen's Advisory Budget Committee Meeting when possible and before an outside vendor is hired.

ARTICLE VII

PAYROLL DEDUCTION

- A. The total annual membership dues shall be deducted in ten (10) consecutive installments beginning with the first pay in September. Leave of Absence Personnel and Regular Substitutes, upon eligibility for Health and Leave Benefits, will pay a prorated portion of membership dues.
- B. The District shall, following the pay period from which the dues deduction is made, transmit the amount so deducted to the Treasurer of the Association. The transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.
- C. The District assumes the cost of dues deduction.
- D. The District shall be saved harmless from any misuse, loss or other problems concerning funds deducted and forwarded to the Association in accordance with these provisions.
- E. Individuals covered by this agreement who are not members of the Association shall be required to pay an agency fee to the Association in an amount equivalent to Association dues. The District shall deduct the agency fee from the salaries of all non-association members and shall transmit the sum so deducted to the Association at the same time and in the same manner as dues deducted from the salaries of Association members. Upon request of any dues payer, the Association shall provide a detailed accounting of its expenditures to said individual and the district. The Association represents that it has established and will maintain a procedure which provides for the refund, to any individual paying dues who so demands, of any part of an agency fee deduction which represents that individual's pro-rata share of expenditures in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Association will provide the District with a copy of the refund procedure prior to the deduction of any agency fees pursuant to this provision.
- F. The District shall maintain a payroll deduction plan, which will allow members to participate in tax-sheltered annuities from the approved list and a Deferred Compensation Plan. Payroll deduction or change forms will be submitted to the common remitter (currently OMNI) by the member when investment changes are desired.

1. With regard to 403(b) accounts, a maximum of 40 tax-sheltered annuity companies/brokers (hereafter called vendors) will be selected by the Association for use by members. These vendors may be changed at the sole discretion of the Association and will be selected for the sole purpose of providing investment options for members. No selection is to be considered an endorsement on the part of the Association or the District, regardless of any outside endorsements, including those of NYSUT's Member Benefits.
 - a. The Deferred Compensation Plan will not be counted as one of the 40 annuity vendors.
 - b. It is understood that the District may permit non-bargaining unit members to utilize the Association's selected vendors.
 - c. It is also understood that bargaining unit members may access annuity vendors utilized by other non-bargaining unit employees.

2. With regard to Section 457(b) of the United States Internal Revenue Code, the default vendor to be utilized for the Deferred Compensation Plan will be the New York State Deferred Compensation Plan. However, the Association and District:

- a. can mutually agree to utilize another vendor; and
- b. will mutually select another vendor if the New York State Deferred Compensation Plan becomes unavailable.

1. The employee/participant is responsible for payment of the annual account fee associated with the Deferred Compensation Plan. The Association acknowledges that it is the employee's responsibility to adhere to IRS limits as prescribed by law when utilizing 403(b) and 457(b) investment options.

2. The District shall be saved harmless from any misuse, loss or other problems concerning funds deducted and forwarded in accordance with these provisions as a result of the implementation of these programs.

G. Employer Non-Elective Contribution Equal to Termination Pay: The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system during the same contract year. The amount of the Employer's non-elective contribution for each eligible employee will be in an amount equal to and in place of the value of each such employee's accumulated leave days, determined in accordance with Section XXII-B of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415 (c) (1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than June 30, following the employee's severance date.

1. **No Cash Options:** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non -elective Contribution (s) described herein.

2. **Contribution Limitations:** In any applicable year, the Maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the contribution limit shall be based on the employee's compensation, as determined under Section 403(b) of the Code and in any event, no Employer Non-Elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employee.

3. In the event that the calculation of the Employer Non-elective contribution references in any of the preceding paragraphs exceed the applicable contribution limits, the excess amount shall be handled by the Employer as follows:

- a. For all members in the New York State Teachers' Retirement System (TRS) with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the contribution limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the contribution limit of the Internal Revenue Code are fully met through payment of the Employer's Non-elective Contribution.
- b. For all members in the New York State Teachers' Retirement System (TRS) with a membership date in the TRS on or after June 17, 1971 and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the contribution limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the contribution limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which contribution shall not exceed the maximum amount permitted under the code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the contribution limit of the Internal Revenue Code.

4. **403(b) Accounts:** Employer contribution shall be deposited into the 403(b) account opened by the district employee. Each individual for whom an employer contribution is made, will designate the specific investment accounts, into which the employer contribution shall be made.
5. **Death Prior to Completion of Non-elective Contributions to 403(b) Plan:** Should an eligible employee die prior to actual contribution to the employee's 403(b) account by the District of the full amount of the employer's non-elective contribution required under this agreement, the district shall nevertheless be required to make such non-elective employer contribution pursuant to this agreement to the decreased 403 (b) account, subject to the limitation of Code Section 415(c) as prescribed by the Treasury Regulation Section 1.403(b)-4(d)(1) and (2), example 3.
6. **Tier I Adjustments:** Tier 1 members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
7. This agreement is subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform as possible to the original intent of the parties.
8. Both the Employer and Employee are responsible for providing accurate information to the 403(b) provider. This information includes both Elective and Employer Non-Elective Contribution and the amount of the participant's Includible Compensation.

H. The Employer shall check off and remit payments to the NYSUT Benefit Trust upon submission of signed authorization to the payroll office for any NYSUT Member or Agency Fee Payer. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust payments deducted and shall furnish the plan and the bargaining agent with a list of all Employees from whose salaries deductions have been made.

I. The parties agree that they will conduct a biennial review of the 125 Plan and the third-party administrator.

J. The District shall provide unit members the option of utilizing payroll deduction for the purpose of contributing to VOTE-COPE. Signed deduction forms for this purpose must be submitted prior to October 1st. The District shall, following each pay period from which VOTE-COPE deductions are made, remit deductions to the NYSUT VOTE-COPE department. This remission shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

K. The District shall be saved harmless from misuse, loss or other problems concerning funds deducted and forwarded to NYSUT in accordance with this provision.

L. The District will provide unit members with the option of utilizing payroll deduction for the purpose of contributing to the Montgomery Food Pantry. Signed deduction forms for this purpose must be submitted prior to October 1st. The District shall, following the second pay period of each month from October through June (18 pays total), remit a check to the Valley Central Teachers' Association which the Association shall remit to the Montgomery Food Pantry in total. The Association shall retain all paperwork regarding the remittance of these funds.

M. District will provide unit members with the option of utilizing payroll deduction for the purpose of contributing to the Backpack Snack Attack. Signed deduction forms for this purpose must be submitted prior to October 1st. The District shall, following the second pay period of each month from October through June (18 pays total), remit a check to the Valley Central Teachers' Association which the Association shall remit to the Backpack Snack Attack in total. The Association shall retain all paperwork regarding the remittance of these funds.

N. The District will provide unit members with the option of utilizing payroll deduction for the purpose of contributing to the Valley Central Education Foundation. Signed deduction forms for this purpose must be submitted prior to October 1st.

ARTICLE VIII

VOLUNTARY TRANSFERS

- A. In the event a member should request a transfer to a vacant or new position, length of service will be the key consideration provided that school needs, experience and qualifications are substantially equal. If such request is denied, the applicant shall be granted a conference or written explanation.
- B. There shall be a posting period of ten (10) school days on the District website for new positions and immediate vacancies and a seven (7) day posting period on the District website for incumbent vacancies, provided members vacating positions give the District at least thirty (30) days advance written notice. The Association President will be mailed or emailed postings on or before the day postings first appear on the District's website.
- C. In the event a new position or vacancy should occur during the summer, mail or email notification of same will be sent to the Association President.
- D. A member may submit to the Human Resources Administrator a request for transfer which will remain active until the August following the first anniversary of said request unless withdrawn by the member. There shall be no limitations on the number of such requests a member may submit.

ARTICLE IX

INVOLUNTARY TRANSFERS

- A. In the event of involuntary transfer, volunteers may be considered. The Superintendent will decide who is to be transferred based upon his/her opinion of school needs. In the event no volunteers are available or acceptable, The Superintendent, will have sole discretion with regard to this decision.
- B. Teachers will be informed in writing, as soon as any transfer is deemed necessary. In the event of an involuntary transfer a teacher may request a meeting with the Administration. The meeting with the affected teacher will occur as soon as possible. The teacher will be notified of the reasons for the proposed transfer and be given an opportunity to respond to the District's reasons.

ARTICLE X

ASSIGNMENTS

- A. Members will make known any preferences or requests for the coming school year's assignments not later than March 1st on a form made available in each building and on the District's website. In the event of denial, applicants shall be afforded a conference and written explanation. Where changes in tentative assignments are necessary, members will be notified as soon as possible.
- B. Written notification of tentative duties and assignments for the coming school year will be provided to each teacher 10 business days after the final budget vote or nearest school day. Notification of the tentative assignment will include the following:
1. The building(s) to which the teacher will be assigned.
 2. The grade level and/or subjects to be taught.
- C. In order to assure that students are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates except as permitted by the Commissioner's Regulations.
- D. In arranging schedules for teachers who are assigned to more than one (1) school, an effort shall be made to limit the amount of interschool travel. For personal automobile use, teachers who are assigned to more than one (1) school per day shall receive the following compensation: mileage reimbursement at the rate used by the Internal Revenue Service for the tax period immediately preceding the current school year, adequate time to travel, which shall not affect the lunch or planning period.

E. A copy of the master schedule for each building specifying each teacher's assignment and duties along with designated planning and lunch periods shall be given to the President of the Association by September 15 (see Article XVI-D for class load information).

1. This provision does not apply to Network Specialists, Instructional Technology Specialists and Computer Technicians.

ARTICLE XI

PERSONNEL FILES

A. No material derogatory to a member's conduct, service, character, or personality shall be placed in the personnel file unless the member has had an opportunity to review the material. The member must acknowledge that he has read such material by affixing his signature on the copy to be filed. The affixing of the signature shall indicate only that the member has read the material to be filed. The member shall have the right to comment in writing concerning the material filed, and his written comments shall be attached to the copy to be filed. Further, where the material being filed originates from a parent, the member shall also have the right to meet the parent in the presence of an administrator.

B. Upon reasonable request, a member shall be permitted to examine his/her file in the presence of his designated representative, if desired, and the Superintendent or his designated representative, except for confidential letters of recommendation and communications dated prior to the date of hire.

C. The member shall be permitted to reproduce, at his/her own expense, any material which may be examined.

ARTICLE XII

LENGTH OF SERVICE AND LAYOFF

A. The Superintendent shall consult with the Association and prepare a list of all teachers in the District indicating their length of service by tenure area. A list will also be prepared indicating the length of service of the Registered Nurses.

B. The Superintendent shall provide reasonable and timely notice to the Association with advance consultation on projected layoffs and program cutbacks.

C. In the event of teacher reduction, each teacher on the preferred eligible list shall be placed on the District's substitute list, if the teacher so requests.

ARTICLE XIII

REPORT CARDS AND PROGRESS REPORTS/REPORT CARD CONFERENCES

A. Report cards and progress reports will be submitted no later than ninety (90) minutes after the school day begins on the Wednesday following the conclusion of a five (5) or ten (10) week marking period. The submission day will be adjusted to accommodate vacation and inclement weather days to ensure adequate time for members to complete this task. For example, if the official marking period ends on Friday, and the Monday immediately following the end of the marking period is a holiday, the report card/progress reports may be submitted no later than ninety (90) minutes after the school day begins on Thursday.

B. Adequate time, free of supervisory duties, shall be provided elementary teachers for report card conferences during the school day. Such conferences will not interfere with the planning period.

C. One night each school year, each building shall hold parent-teacher conferences. Each member of the unit shall be required to attend such a conference on the night his/her building schedules the conference. Generally, such conferences shall be no longer than two and one-half hours. Conference dates shall be included in the school calendar. The Association and District shall jointly select dates.

ARTICLE XIV

WORK YEAR

A. Except as provided below, the work year of members will begin no earlier than September 1st and end no later than June 30th. Conference days must be scheduled adjacent to student attendance days. Guidance counselors and school psychologists are required to work an additional five (5) school days prior to and five (5) school days beyond the parameters stated above. These days shall be immediately preceding or following the school year unless otherwise mutually agreed to by the guidance counselor/psychologist and the district.

B. JROTC Instructors who work 12 months a year will receive 10 vacation days to be used during the summer months.

C. The work year for the Network Specialists, Instructional Technology Specialists and Computer Technicians shall commence on July 1 and end on June 30.

1. In addition to paid vacation, the following paid holidays shall be:

- a. Labor Day
- b. Columbus Day
- c. Veterans Day
- d. Thanksgiving Day
- e. The day following Thanksgiving Day
- f. Christmas Day
- g. New Year's Day
- h. Martin Luther King's Birthday
- i. Lincoln's Birthday
- j. Washington's Birthday
- k. Good Friday
- l. Memorial Day
- m. July 4th

Whenever Christmas and New Year's Day occur on Tuesday through Saturday inclusive employees shall be entitled to the day prior to said holiday. Work scheduled on the day before Thanksgiving shall be governed by the Board of Education-approved school calendar. In addition to those listed above, unit members will be granted up to four additional paid holidays when students are not in attendance. The selection of these four days will be mutually agreed upon. In no case will a holiday be granted when students are in session.

D. Network Specialists, Instructional Technology Specialists and Computer Technicians shall be entitled to vacation based on the following schedule:

1. More than 1 year of continuous District service - up to 5 years of District service: 10 days
2. 6 years of continuous District service – up to 20 years of District service: 15 days
3. 21 years of continuous District service and above: 20 days
 - a. Up to 5 vacation days may be rolled into the next year.
 - b. Unit members will not be paid for unused vacation days.

E. Unit members needing to complete the 100 hour requirement for recertification (those newly certified as of February 2004 and beyond/modified in April 2015) shall not receive any salary adjustment for in-service courses applied to that requirement. However, approved graduate courses shall earn salary adjustments as per Article XIX—D.

F. The school year shall be 183 days.

G. Any teacher assigned to work more than 183 days shall be compensated at a rate equal to one day's pay prorated according to the calendar and deductions shall be made in the same manner.

H. In any year in which a fifth, sixth and/or seventh snow/emergency days are used, make-up of the fifth, sixth and/or seventh snow days will be as listed in the school calendar as mutually agreed upon by the District and the Association.

I. Certified Occupational Therapy Assistants and Physical Therapy Assistants will be paid their hourly rate of pay for a maximum of four (4) snow days per school year provided they were scheduled to work on those days.

1. COTAs and PTAs may make-up sick, holiday, personal and snow days as long as they are not being compensated for them. (For example, if a member is out sick, they can either take a sick day or make up the time. They cannot do both.)

ARTICLE XV

WORKDAY

A. Members will be allowed to leave the school building during their lunch period except in the event of a fire drill or emergencies.

B. Classroom teachers need not be present and involved with the Computer Teacher during instruction in the area of computer education. However, the District reserves the right to require teachers to attend District sponsored professional development in lieu of them remaining with their students during this time.

C. **Planning Period:** Each member will be assigned one (1) totally unencumbered planning period each day. Such periods will be free from instruction and supervisory duties and shall be uninterrupted.

1. Any member who is not assigned a schedule by administration shall inform the administration of the schedule of their plan period.

D. **Professional Period:** Each member will have one (1) professional period. The professional period will be a used for assisting students, conferences with peers, meetings, phone conferences, and professional development that is pertinent to the member's assignment or professional responsibilities.

1. Elementary members may be assigned to an arrival/dismissal duty, but may not be assigned a duty at any other time.
2. Any secondary level member assigned five (5) classes to teach in a nine (9) period day, will be assigned no more than one (1) duty resulting in one unencumbered plan period and one professional period.
3. Any secondary member assigned six (6) classes in a nine (9) period day, will have one unencumbered plan period and one professional period.
4. A secondary member may be assigned a short duty to last no more than 10 minutes of the professional period and said duty may only be at the beginning or the end of that period so that the member shall have at least an uninterrupted 30 minute professional period.
5. Any member who is not assigned a schedule by administration shall inform the administration of the schedule of their professional period.
6. Coverage
 - i. In the event that coverage is needed in an emergency and requested by Administration, a member may volunteer during their unencumbered planning period, or lunch, or professional period, and the member will be paid \$41. In the event that no volunteer is available, a member may be assigned to that coverage during their professional period only, and will be paid \$41.

E. **Collegial Period:**

1. Effective September 1, 2017, all unit members will be required to work two (2) thirty-minute Collegial Periods per week, beyond the 7-hour onsite workday described in Article XV (H.)
2. All members assigned to the elementary level shall hold their Collegial Periods prior to the regular staff start time on Tuesdays and Thursdays.

3. All members assigned to the secondary level shall elect, on an annual basis, the time and weekday of their Collegial Periods. Secondary Collegial Periods may be offered either prior to the start of the regular school day or after the end of the regular school day. Secondary Collegial Periods may not be offered on Mondays or Fridays. Secondary member will be required to complete and submit a form to Building Administration by the end of Convocation Day indicating the weekdays on which they plan to schedule their Collegial Periods.
4. This schedule must be adhered to and can only be changed with the permission of the building administrator.
5. Collegial period time and location must be posted on the member's website and be provided to students. The information must include the following: "Office Hours also available by appointment".
6. In the event of inclement weather (cancellation or delay) on a Tuesday, Wednesday or Thursday, members will not be expected to make up the additional block of 30 minutes missed that week. In the event that a Tuesday, Wednesday or Thursday is a scheduled day off, the 30 minute block will not be expected to be made up.
7. Part time members shall have prorated Collegial Period. (i.e., .5 p/t member would be required one (1) 30 minute block per week).
8. During the Collegial Period the following business may take place:
 - a. Meetings with Peers
 - b. Professional Development
 - c. Student Contact
 - d. Parent Contact
 - e. Members may be engaged in their professional responsibilities.
9. The above language does not apply to hourly employees (e.g COTA, PTA).

F. Department Supervisors will be assigned a maximum of four (4) classes and will not be assigned building supervisory duties.

G. Department Chairs will be assigned a maximum of five (5) classes with one (1) building supervisory duty.

H. Workday:

Both the District and Association agree that professional responsibility is a core value within the Valley Central School District and vital to District growth. This value cannot always be managed within the limits of the established work day. Notwithstanding, it is understood and appreciated that members will find themselves involved in projects and efforts that stretch beyond the normal and expected. This is the nature of excellence in education and what propels this District. Given this, the Association and District agree that the established onsite work hours shall be 7 hours per day with the exception that members shall be required to come in for two (2) one-half hour collegial periods as specified above in subsection E.

I. The workday of the Registered Nurses at the Elementary Level will be seven (7) hours. The workday of the Registered Nurses at the Secondary Level will be seven and one half (7 1/2) hours.

J. The work day for Network Specialists and Instructional Technology Specialists and Computer Technicians shall be seven and one half (7.5) hours per day exclusive of lunch for a total of thirty-seven and one half (37.5) hours per week.

1. In the event that a Network Specialists, Instructional Technology Specialists and Computer Technicians works beyond the thirty-seven and one half (37.5) work week he/she will be compensated at his/her hourly rate. If a Network Specialist, Instructional Technology Specialist and Computer Technician works more than forty (40) hours, s/he will be paid at time and a half. Any hours over 37.5 must be approved by the Director of Technology.

K. Effective December 2, 2011, flexible scheduling of HS members to satisfy student testing modifications is permissible during the January and June Regents testing days only. The purpose of this is to provide better coverage on exams that may extend beyond the normal work day due to conflicts (e.g., two exams scheduled for the same student at the same time), IEP compliance, etc. This agreement is contingent upon the following:

1. Only volunteers will be utilized, and
2. Volunteers will be accepted on a seniority basis.

L. Effective July 1, 2008, teachers will be required to attend a faculty meeting once a month in the building to which they are assigned. If a member is shared between buildings, the District and Association will mutually agree upon which faculty meeting said member is required to attend. The administration at the other building(s) (where attendance is not required) will provide pertinent materials to the same member. The faculty meeting should not exceed 60 minutes. The schedule of monthly faculty meetings for the school year will be shared with members on the opening day of school.

M. It is understood that occasionally unusual or emergency circumstances may create a need to call a faculty meeting with little or no notice. By nature, these types of meetings are brief and non-academic. With this in mind, the District and the Association acknowledge that all members may not be able to attend such meetings.

N. Effective July 1, 2008, members will be required to attend either a department, team or grade/subject level meeting once a month at either the building they are assigned or the district level. If a member is shared between buildings or has two responsibilities, the District and Association will mutually agree upon which meeting said member is required to attend. In this situation, materials from the missed meeting will be provided to the member. It is understood by the District and the Association that the department, team or grade/subject level meeting will not exceed 60 minutes. A schedule of department, team or grade/subject level meetings will be shared with members on the opening day of school.

1. District Curriculum meetings
2. Building Curriculum meetings
3. RTI/IST Building/Department/Grade Level Accountability Meetings (e.g., SATs)
4. Educational/ Principal Council
5. Health & Safety Meetings
6. APPR
7. PDT
8. Teachers will be responsible for maintaining the record of hours attended at approved meetings and submitting this record for payment. A card will be provided by the District for members that will include the meeting date, the hours, the name of the committee, and a signature by the chair of the meeting. Supervisors, department chairs and teachers holding other stipend positions may not accrue hours for meetings they chair or attend that are directly related to their stipend position(s).
 - a. Credit for meetings may be accumulated across school years but will only be accepted in May of each year. Cards will be attached to claim forms that are signed by the building principal by May 10th. The principal will send the claim to the Business Office for processing. Payment will be made to the member in June. Payment will be made in blocks of 30 hours according to the following rate: thirty (30) accrued hours: \$360. A member must have a minimum of 30 accrued hours to seek payment.

ARTICLE XVI

ASSIGNMENTS & DUTIES

A. Cafeteria Assignments:

1. Cafeteria assignments are to be rotated so that no teacher is assigned for two consecutive years unless the principal and member mutually agree. This provision applies only to the middle and high school levels.
2. All members of the instructional staff are to be assigned as part of this rotation process except those members free of duty assignments (e.g., supervisors).
3. There are to be sufficient supervisory personnel so that a reasonable ratio of students to supervisors is maintained.
4. Problems unique to individual schools are to be dealt with at the individual school level.

B. The District and Association agree to meet with staff to address scheduling equity issues with regard to special content areas at the elementary level.

C. Teacher assignments and class loads will be evenly distributed, to the fullest extent possible, and will be in compliance with Commissioner's regulations.

D. The Middle School and High School class loads shall be provided to the Association by September 1 and the Association shall have a meaningful opportunity to respond to the class loads and/or have meaningful opportunity to discuss with representatives of the District issues relating to class load, as defined in 100.2 of the regulations of the Commissioner of Education. If after meeting with the District and no consensus is reached, and the Association maintains that the District's action violated Article XVI-C, the Association may file a grievance in accordance with the grievance procedures of the contract.

E. Science Teachers who teach at the High School and teach classes and labs shall be assigned their duty period as follows:

1. They shall be assigned a study hall duty in their classroom if such is deemed possible and/or practical at the discretion of the Assistant Superintendent for Human Resources or his/her designee; or
 - a. May be assigned a different duty with the consent of the VCTA.

ARTICLE XVII

SUPPLEMENTAL POSITIONS

A. Positions in the Valley Central summer school shall be filled first by regularly appointed members in the District who have at least one (1) year of teaching/work experience in the District. These appointments shall be reviewed with the Association president or his/her designee prior to BOE appointment.

B. The School District has implemented an afternoon tutoring program currently housed in the High School to provide more efficient and streamlined tutoring to students suspended from school. This effort will allow Regents' students to meet Science lab requirements, and it will provide economic efficiencies by ensuring there are students available when tutors are assigned. This initiative will reduce the one-on-one model which raised questions of safety and efficacy.

1. One Lead Tutor per day paid at the Evening High School rate of pay, will determine how many tutors are needed based on the number of students who arrive each day. This individual will be responsible for the smooth operation of the tutoring session. S/he will manage any paperwork, record keeping, attendance, or other reporting and management as needed. This individual will also have duties as a tutor.
2. The ratio of students to tutor shall generally not exceed 3. It is understood that the ratio may be below this, but should not exceed this except for rare instances which shall not become usual or routine (e.g., on a given day only two (2) tutors are available for seven (7) students.) If the Lead Tutor determines the session is overstaffed for tutors because students are not all present, s/he must dismiss the extra tutors to maintain an appropriate ratio.
3. Tutors will be notified during the workday, but after 11 am, whether they are needed to tutor or not. If a tutor is not needed and dismissed at 3 pm or later, they will be compensated for ½ hour of service paid at the home tutoring rate as set forth below.
4. If a certified Science teacher is needed to conduct a laboratory experience for students and because such labs require set-up unlike tutoring in other classes, the Science teacher will be able to claim ½ hour of preparation/planning time in their wages at the home tutoring rate as set forth below. Other tutors will not be able to claim preparation or planning time for their tutoring work.
5. It is understood that tutoring is differentiated from Evening High School and Summer School in that preparation of lesson plans and evaluation of student work are not required nor expected. Exceptions to this differentiation are specified above with respect to the Lead Tutor and necessary Science preparation.

C. Evening High School is not an extension of day school and should not be utilized as such; and night school classes will not displace teachers or classes from the regular day school program.

D. The Grad Point Credit Recovery program for Valley Central will not replace regular classroom instruction or teachers. The purpose and goals will be limited to credit recovery for High School students who have fallen behind academically.

1. The credit recovery program will be overseen by a qualified, trained credit recovery teacher. The program will maintain a rolling admission process as students complete their course work throughout the school year. Space is limited to 8 portals at one time. Students will be considered for the credit recovery program based on the recommendation of their Guidance Counselor and/or Instructional Support Team pending final approval of the Principal.
2. Grad Point will take place during the currently running Evening High School Program. A maximum of 8 students each evening session (4 days a week), the program could potentially service up to 32 students at one time. The District and Association will establish hours by mutual agreement.
3. The Grad Point lab will be operated by a trained Grad Point teacher. The rate of pay will be at the contractual night school rate of pay (Article XVII), Exception—Classes of one (1) to three (3) students will not be eligible for negotiated prep time compensation. However, members teaching classes of four (4) or more students will receive the contractually negotiated prep time compensation as specified in Article XVII-G.

E. In filling such positions, consideration shall be given to a member's area competence and certification.

F. Teachers providing tutoring services, curriculum writing/program development for the District will receive the following hourly rate of pay: Effective July 1, 2017; forty-one dollars (\$41.00)

G. Teachers in summer school positions will receive the hourly rate of pay listed below and will be granted one (1) day of paid leave (see Article XXII—A, D, E, F): Effective July 1, 2017; forty-three dollars (\$43.00)

H. Teachers in evening high school positions will receive the hourly rate of pay listed below and will be granted two (2) days of paid leave per class taught (see Article XXII—A, D, E, F): Effective July 1, 2017; forty-three dollars (\$43.00)

1. For teachers providing hourly instructional services, twenty-five percent (25%) prep time will be built into their schedule (time sheets); failing that, teachers will be paid for their prep time at twenty-five percent (25%) of the instructional time (claim form).

ARTICLE XVIII

METHOD OF PAYMENT

A. Each member shall receive his/her yearly salary in bi-monthly payments (20) based upon the yearly calendar, unless said teacher elects in writing to receive his/her salary in (24) payments. Teachers will be paid on a bi-monthly basis. Should a teacher elect to receive his/her salary in (24) payments, such election must be in compliance with IRS U.S. Treasury Regulation Section 1.409A-2(a) (14). The District and Association are saved harmless of the teacher's failure to abide by the IRS rules.

B. If a teacher wishes to receive his/her salary based upon a twelve month schedule (September to August) versus the ten month schedule (September to June), an election form must be completed and filed with the Business Office by June 30th, at which point this election is irrevocable for the following school year. The election remains in place until the member changes it through writing with the Business Office. If a teacher fails to request the (24) pay schedule, even if s/he selected this option prior to September 2008, the member will be paid on the (20) pay schedule by default. The election form will be available in the principal's office of each building and on the district website for any member wishing to change to the (24) pay option.

C. All new teachers will be given the opportunity to choose the (24) payment upon hire provided that the date of election precedes the first day of the school year. Any teacher hired after the first day of a school year must, in that year, be paid on the 20 schedule in compliance with the regulation cited in Article XVIII, Section A.

D. All members shall be paid via direct deposit. Members may select up to two (2) financial institutions to which their pay may be directed. The Hudson Heritage Federal Credit Union will remain a payroll deduction option that will not be counted as one of the two financial institutions. When errors in underpayment are discovered, it is understood that members will not be required to wait until the next payroll for corrections to be made via direct deposit. Instead, a "live" check will be issued.

E. If a payday falls during a vacation period, direct deposit will occur on or before the scheduled pay date. Members will receive the physical paystub on the first day that school is open following a vacation period.

ARTICLE XIX

SALARY

- A. As set forth in the attached schedules in appendix A, B, C, and D:
1. Effective July 1, 2017, the salary schedule will be increased by 1.25%
 2. Effective July 1, 2018, the salary schedule will be increased by 1.5%
 3. Effective July 1, 2019, the salary schedule will be increased by 1.75%
- B. The parties agree that the attached salary schedules (Appendix A/D) accurately reflect the compensation to be paid unit members as described in paragraph A.
- C. Any teacher holding National Board Teaching Certification shall receive additional yearly compensation of \$3,000.
- D. Base salaries for the 2017-18, 2018-19, 2019-2020, school years shall be paid in accordance with the salary schedules annexed hereto in. Increments will be paid in each year of the agreement whenever due.
- E. Registered nurses at the Elementary School Level shall be paid at 80% of the applicable salary on the BA column. Registered Nurses at the Secondary School Level shall be paid at 80% of the applicable salary on the BA+30 column.
1. Notwithstanding the foregoing, Registered Nurses who have earned a Bachelor's Degree in the health field will be paid 90% of the applicable salary (i.e., BA column at the elementary level and the BA+30 column at the secondary level).
 2. Effective July 1, 2017, Registered Nurses who have earned a Master's Degree will be paid 95% of the applicable salary (i.e. MA column on the elementary level and the MA+30 on the secondary level) provided that the MA is in the field of health.
 3. The District School Nurse Coordinator shall receive the same compensation as a Department Supervisor.
- F. **Certified Occupational Therapy Assistants and Physical Therapy Assistants:**
1. Effective July 1, 2017, the hourly rate of pay for Certified Occupational Therapy Assistants and Physical Therapy Assistants will be \$40.28
 2. Effective July 1, 2018, the hourly rate of pay for Certified Occupational Therapy Assistants and Physical Therapy Assistants will be \$40.88
 3. Effective July 1, 2019, the hourly rate of pay for Certified Occupational Therapy Assistants and Physical Therapy Assistants will be \$41.60
- G. Teachers will be compensated for approved in-service hours and approved graduate credits. Credits beyond a BA to a maximum of 30 credits will be paid in blocks of six (6) while credits beyond a MA will be paid in blocks of three (3). In-service hours are converted to credits once 15 in-service hours are earned. (15 in-service hours equal 1 credit.) When 45 hours (3 credits) are earned the in-service hours are paid. The differential for the doctorate shall be the same as the difference between the BA+30 and the Master's Degree. Teachers taking hours beyond the MA+60 schedule (graduate and/or in-service) may be paid for those hours provided that they meet with the Superintendent and receive prior approval through MyLearningPlan for credit reimbursement. Effective July 1, 2017, credits will be paid at seventy dollars (\$70.00).
1. Network Specialists and Instructional Computer Specialists and Computer Technicians will be compensated for graduate credits in the technology field only. Prior approval of the Superintendent or designee is required before attending any classes.
- H. New teachers hired by the District will be placed on the salary schedule at the discretion of the District.
- I. JROTC Instructors will be paid by the Army formula for Instructor Pay.

J. Network Specialists, Instructional Technology Specialists and Computer Technicians shall be paid according to a salary formula that is based upon the salary schedule of the VCTA Teachers. Network Specialists shall be paid 65% of the teachers' "annualized" salary and Instructional Technology Specialists and Computer Technicians shall be paid 60% of the teachers' "annualized" salary. The teachers' "annualized" salary shall be 120% of the salary published in Appendix A and shall be published in Appendix D.

Comment [1]: From the Tech agreement

K. All increments and other salary compensation paid to eligible teachers during the term of this agreement shall be automatic on July 1st except as provided below:

1. The Board reserves the right, on the recommendation of the Superintendent, and after appropriate written notification to the teacher concerned, to withhold a teacher's increment whose professional performance does not measure up to the expectations of at least three members of the administrative staff.

L. Advancement from one salary schedule to the next shall be granted on receipt by the Office of the Superintendent of official evidence attesting to the fulfilling of all requirements at an institution of higher learning qualifying said teacher for eligibility to the higher salary schedule. Such credit will be granted as long as official transcripts are in the Superintendent's office by October 1st or March 1st of each year.

1. (EXAMPLES) Payment for earned credits not resulting in a column salary schedule change (e.g., MA to MA +30) will be included in a 1st and/or 2nd semester paycheck as a lump sum payment. For example: Transcripts verifying 6 earned credits submitted on October 1, 2017 will result in an additional payment of \$210 during the 1st semester and \$210 in the 2nd semester (6 credits x \$70 = \$420; \$420 ÷ by 2 = \$210 per semester). If this same individual submits a transcript verifying 3 additional credits on March 1, 2018, an additional payment of \$105 (3 credits x \$70 = \$210; \$210 ÷ 2 = \$105 per semester) will be added to the 2nd semester paycheck. This individual's total payment for credits will remain \$210 for the 1st semester and will now increase to \$315 for the 2nd semester. Transcripts provided from March 2nd through the end of the school year will result in payment or advancement in the following school year.
2. Payment for earned credits may be made at any time during their respective semester of submission; however, payment for credits earned on or before October 1st will be made no later than the last workday of the 1st semester and payment for credits earned on or before March 1st will be made no later than the last workday of the 2nd semester.
 - a. Notwithstanding the foregoing, credits earned in the current school year will be added to the member's base salary in subsequent school years as reflected in their salary agreement.
3. Notwithstanding the foregoing, if a member submits official transcripts resulting in a column change resulting on the salary schedule (e.g., MA to MA+30), by October 1st, the member is entitled to the difference of the full amount between the columns which will be added to the member's remaining paychecks after October 1st within two pay cycles. If a member submits the official transcript by March 1st, the member is entitled to half of the difference between the columns starting within two pay cycles of March 1st.
4. It is understood that the practice of accepting unofficial transcripts (e.g., internet transcripts) pending submission of official documents will continue.

M. All professional personnel who have been in military service will receive up to two (2) years credit on the salary schedule.

N. Guidance counselors and school psychologists will be paid on an index that is 1.1 times the sum of the base salary schedule, plus credit hours.

O. **Part-Time Salary Formula:** The percentage in the left column is based on teaching assignments and is to be applied to the member's salary. It is the district's responsibility to assign the number of duties allotted in the right column. Failure to do so will not result in a decrease in the salary percentage formula. For example, a part-time English teacher assigned three (3) periods of instruction will be paid at the rate of 60% of the negotiated full-time salary. The district may assign a 60% employee zero or one duties at their discretion.

20%	1 Assignment + 1 Duty
40%	2 Assignments + 1 Duty
50%	2.5 Assignments + 1 Duty (Secondary/Specials); 3.5 Hours (Elementary)
60%	3 Assignments + 1 Duty
80%	4 Assignments + 1 Duty
100%	5 Assignments + 1 Duty or 6 Assignments

ARTICLE XX

CURRICULAR, EXTRACURRICULAR AND COACHING ACTIVITIES

A. All tentative openings for instructional and extracurricular positions (e.g., summer school, evening high school, coaching etc.) will be posted on the District’s web page as early as possible, and members who have applied for such positions shall be notified of the tentative action taken regarding their application.

B. The listing of curricular, extracurricular and coaching categories and the corresponding stipends are set forth in Appendix B and C. New activities/clubs must be officially chartered and approved by the BOE. Once approved, new activities/clubs will function for one (1) school year without compensation, at the conclusion of which, the District and Association will meet to determine placement on the stipend schedule. EXCEPTION: If an activity/club is requested/initiated by the District, there will be no charter year and placement on the stipend schedule will be immediate. Whenever the Board of Education formally approves the establishment of an activity, the parties shall meet within a reasonable time to negotiate the stipend to be paid for said appointment.

1. Payment for all extracurricular and coaching shall be made via claim form. One payment may be made at the end of an activity (e.g. a coaching season or a musical production). For an activity that spans the entire school year, one payment will be made in June in a separate check.
2. Department Supervisors, Chairpersons, Team Leaders shall all have their stipend paid as part of normal

C. In the event the District incurs costs to employ a substitute for one week or more for an individual receiving a stipend, such costs shall be deducted from the stipend of the individual in order to ensure that the District's total cost to fund the position does not exceed the amount of the stipend.

D. Data Team Trainers and Common Formative Assessment Trainers: Trainers will be placed on step one (1) of the stipend schedule, Category F in the first year that he/she trains staff. For years in which there is no training, trainers will not advance on the stipend schedule. The stipend is based on the expectations of two trainings per year. In addition, zero trainings will result in no stipend; one training will result in 50% stipend payment; two trainings will result in 100% of the stipend and three trainings will result in 150% of the stipend. The stipend will be paid in one lump in the first pay in June. Course training will be provided by the district.

ARTICLE XXI

CHAPERONE DUTIES/EVENT PERSONNEL

- A. Effective July 1, 2017, payment for chaperone duties/event personnel will be paid at the following rates:
1. Home Rate of Pay –Fifty-Five dollars (\$55.00)
 2. Away Rate of Pay –Sixty-Five dollars (\$65.00)
- B. Compensation specific to athletic events will be set by the District. Such compensation will not be less than the home rate of chaperone pay no more than the away rate of pay.
1. If a member chaperones more than one event in a day he/she will receive chaperone pay for each event. Accordingly, a unit member who chaperones two full events in one day shall receive compensation for the two events. For example, an individual who chaperones two home events would receive \$110.00. In order to receive the full pay, the two events must be at completely different times, *e.g.*, they may not overlap.
- C. All duties except graduation will be voluntary with pay. If no volunteers are obtained, teachers may be assigned. However, no teacher will be assigned more than once per year. The administration shall have the right to assign volunteers to those duties which, in the administration's judgment, the volunteer will be most helpful.
- D. Graduation duties will be performed by experienced volunteers. If no experienced volunteers are obtained, teacher may be assigned. When graduation rehearsals are held beyond the school calendar, assigned teachers shall be paid the summer school rates set forth in Article XVII E. When graduation rehearsals are held during the school year but beyond the school day, assigned teachers shall be paid the rate of home chaperones. All teachers working at the actual graduation will be paid at the rate for "away" chaperones. Teachers assigned to graduation duty may be excused from such assignment provided they obtain a substitute from the high school staff and notify the high school principal of the substitution on a timely basis.
- E. Chaperone pay will be paid in instances where a teacher is supervising students and the supervision of children is not part of the teacher's work day or is not merely an extension of the teacher's work day. The following are established examples for understanding and implementing this provision:
1. Teachers chaperoning an overnight event/trip will be paid at the away rate of pay. If an overnight activity extends into another day that is a school day, chaperones will not receive additional chaperone pay. If an overnight activity extends into a non-school day, chaperones will receive additional chaperone pay.
 2. A teacher who returns late from a school trip would not be entitled to receive chaperone pay unless the chaperone responsibilities exceed one (1) hour beyond the regular work day.
 3. A teacher who voluntarily attends an evening PTA/O or BOE meeting where children in his/her class are performing or reading would not be entitled to receive chaperone pay as his/her function at this meeting would not be the supervision of students.
 4. A "Sports/Play Day" function where a teacher remains after school to supervise students would be classified as a chaperone duty and would receive pay in accordance with the chaperone rates.
- F. Chaperone pay related to music teachers:
1. Music teachers will be paid the chaperone rate for NYSSMA rehearsals and concerts where they are supervising VC students.
 2. Music teachers will be paid the chaperone rate for All County rehearsals and concerts where they are supervising VC students.
 3. Music teachers will not be paid for the All District Concert rehearsals.
 4. Music teachers will not be paid for the All District Concert.
 5. Part time music teachers will be paid for the All District Concert rehearsals when they participate on days they are not scheduled to teach.

6. Music teachers will not be paid for the band/chorus concerts they conduct during the school year.
7. Music teachers who serve as chaperones, not conducting or participating, at a District concert will be paid the chaperone rate.
8. Music teachers shared between schools, with double concerts, will be paid the summer school rate of pay for one set of concerts.

ARTICLE XXII

LEAVES AND SUPPLEMENTAL BENEFITS

A. **Accumulated Sick Leave:** Teachers shall be allowed fifteen (15) days of sick leave per annum for personal illness. However, in the event a non-tenured teacher leaves the employ of the School District prior to the completion of the school year, his sick leave shall be prorated. The unused portion of the sick leave days shall be cumulative up to a maximum of four hundred (400) days. The Board reserves the right to ask for a doctor's note at any time. However, the filing of a doctor's note with the Main Office after five (5) days of continuous absence shall be automatic.

B. **Payment for Unused Sick Leave:** A member who plans to retire by June 30th and so informs the Superintendent by January 1st of the school year in which they plan to retire and has 10 years of service to the School District and is vested in the NYSTRS and is not past the first year of eligibility to retire without penalty shall be compensated for all unused sick leave at the rate of \$175 per day.

1. For the 2017-18 year only, any member who plans to retire by June 30th and so informs the Superintendent by January 1st and has 10 years of service to the School District and is vested in the NYSTRS and who is past the first year of eligibility to retire without penalty may also be compensated for all unused sick leave at the rate of \$175 per day.
2. As of July 1, 2018, if a member is past the first year of eligibility without penalty, sick days will be compensated as follows: To qualify for this benefit, a member must have accumulated at least 90 days of unused sick leave at the time of retirement, except that a member who has one hundred seventy five (175) days of unused sick leave at the start of his last year of employment and who suffers a catastrophic illness and who suffers a catastrophic illness requiring extended hospitalization and/or home care will be entitled to receive the benefit of this provision to the last year of employment. In the event a member first becomes aware of a life-threatening or physically incapacitating health problem after January 1st, the teacher shall be entitled to this benefit if the teacher informs the Superintendent of his or her intention to retire within thirty days of becoming aware of such problem, but in no event later than June 30th.

Number of Accumulated Days	Compensation Rate
090 – 150	Forty dollars (\$40.00) for all days (1 – 150 maximum)
151 – 200	Fifty-five dollars (\$55.00) for all days (1 – 200 maximum)
201 – 300	Seventy-five dollars (\$75.00) for all days (1 – 300 maximum)
301 – 400	Eighty-five dollars (\$85.00) for all days (1 – 400 maximum)

C. **Additional Compensation for Sickness:** Beginning with the fourth year of service, a teacher who shall have used his total accumulative sick leave shall be paid the difference between his salary and that of the substitute in cases of extended periods of illness for a period not to exceed one year beyond the exhaustion of all accumulated sick leave. For example, if a teacher entitled to the benefit in this paragraph exhausted all accumulated sick leave on March 1, 2007, he would be entitled to the benefit provided herein until no later than March 1, 2008.

D. **Illness in the Family:** A teacher is allowed a maximum of three (3) days' absence per annum for illness in the family. For purposes of this provision, the family shall be defined as a member and spouse's mother and father, sister, brother, children, grandparent, grandchildren, aunts, uncles, cousins, nieces, nephews and in-laws of the same, children living outside the household of the teacher; and/or others living within the household of the teacher.

E. **Death in the Family:** A teacher is granted three (3) days of absence with pay in the event of death in the family. For purposes of this provision, family shall be defined as the member's and spouse's mother, father, sister, brother, children, grandparent, grandchildren, including in-laws of the same and/or others living within the teacher's household. One day of absence with pay shall be granted to a teacher in the event of death of a member of his family outside the relationships defined above. The Superintendent will use discretionary judgment in granting a maximum of an additional two (2) days in cases where time and distance requires such an extension for purposes of attending the funeral.

F. **Absence for Personal Business:** Three (3) days absence without loss of salary will be allowed for personal business. Except in the case of emergency, at least 48 hours advance notice of the absence must be given to the school principal. While a teacher shall not be required to disclose the reason for absence, both parties agree that personal business, as used in this section, shall mean matters of a personal nature requiring urgent attention or involving important responsibilities or obligations which cannot be attended to when school is not in session. No teacher will be absent for personal business immediately preceding or following vacation or holiday periods unless the reason is stated for purposes of establishing compliance with the above stated criteria and approved by the Superintendent. In any case where the Superintendent suspects that personal leave is being abused, a teacher may be required to submit the reason for which personal leave is sought or has been taken. Any teacher who does not participate in the attendance incentive shall have his unused personal days accumulate as sick days subject to the maximum limitation on accumulation.

G. **Jury Duty:** A teacher who is required to serve on jury duty or subpoenaed as a witness in a case where he/she is not a party to the litigation will receive full salary during the period of such service less an amount equal to the compensation paid to the teacher for such duty, provided the teacher selects the call-in method of fulfilling the jury duty obligation and reports to work on those days not required to report for jury duty.

H. If a member notices that they have made an error in the coding of a sick, personal, bereavement or family illness day they may have the day re-coded providing it is in the same calendar year of the absence. Changes after that will not be made under any circumstances.

I. **Childcare Leave:**

1. Leave without pay shall be granted to all teachers for care of their newborn infants, including adopted newborn infants. Requests for such leave shall be made in writing at least four (4) months prior to the date on which the leave is to commence, specifying the dates on which the leave is to begin and end.
2. Childcare leaves shall be granted for a maximum of two (2) years. Extensions of initial leaves, within the overall two-year maximum period, shall be granted pursuant to written requests submitted at least two (2) months in advance of the expiration of the initial leave. Leaves in excess of two (2) years may be granted at the sole discretion of the District.
3. When a member returns from an unpaid childcare leave, the first paycheck shall be a live check that must be picked up at Central Office and signed for. The member will then receive all following checks via direct deposit.

J. **Prorated Benefits:** Leave of Absence Personnel and Regular Substitutes will be eligible for Leave and Supplemental Benefits on a prorated basis once the member whose position they are temporarily filling is no longer eligible for benefits.

K. **Certified Occupational Therapy Assistants and Physical Therapy Assistants:** will receive (2) two days of absence without loss of scheduled hourly wages for the purpose of personal business. Any COTA or PTA member will receive (6) six days of absence without loss of scheduled hourly wages for illness.

ARTICLE XXIII

PERSONAL INJURY BENEFITS

A. Whenever a member is absent from his employment and unable to perform his duties as a result of disabling personal injury occurring in the proper course of his employment and not due to negligence, he shall be paid his full salary, less the amount of Workers' Compensation award made for temporary disability due to said injury and monies paid as a result of legal settlement or court judgment for the period of such absence, and no part of such absence shall be charged to his temporary leave, up to a maximum of thirty (30) days.

B. As a condition of such payment, such disabled employee shall provide satisfactory medical proof as requested by the Administration, at periodic intervals. Such employee shall be subject to similar medical examinations by a physician designated by the Board.

ARTICLE XXIV

PROFESSIONAL GROWTH

A. **Leaves of Absence:** The Board may grant a leave of absence for one (1) year without pay for study, health, or for activities of a social significance (Peace Corps, Vista, Teacher Corps) which will result in professional growth.

Application for such leave must be made to the Superintendent prior to April 1st of the school year preceding the year for which the leave is requested, unless there are extenuating, unforeseeable circumstances which precluded the making of a timely application.

B. **Position to Position Leaves:** A member granted a temporary leave of absence for responsibilities within the District that are outside of his/her current position or that is not covered by this agreement's recognition clause (e.g., interim administrative work) will, at the end of the leave, immediately return to his/her position and resume all rights and responsibilities as provided by this agreement. Position to position leaves of absence will not impact seniority rights or tenure status.

C. **Professional Conferences:** The Superintendent may at his/her discretion, grant reasonable requests for attendance by teachers to attend conferences in their particular teaching areas, which do not impose hardships in terms of teaching schedule and teacher coverage. Such requests, on a form provided by the Administration, must be submitted to the building principal at least two (2) weeks prior to the requested date. Such form will be returned to the teacher at least one (1) week prior to the event.

ARTICLE XXV

INSURANCE AND RETIREMENT BENEFITS

A. The District will contribute at the following rates to the Dental/Optical Benefit Trust. Such contributions shall be used only for the purpose of providing dental, optical, life, excess major medical, and/or disability insurance benefits. The District shall make its contributions to the Trust on an advance quarterly basis. The Association saves the District harmless from and indemnifies it for any cost, loss, or expense, other than the contributions specified herein, arising out of the existence and/or administration of the Trust or any litigation in connection therewith.

1. Effective July 1, 2012: One thousand two hundred seventy-five dollars (\$1,275.00)

The Association will provide the District with the Benefit Trust's yearly financial audit documents.

B. Former employees on a preferred eligibility list, retired employees (service, disability or vested), and surviving spouses and/or dependents of enrolled employees who had completed the necessary active service to qualify according to the rules in effect on July 1, 1982, shall retain eligibility) for the Orange-Ulster Schools Health Plan, provided they have been eligible for health insurance for ten consecutive years of Valley Central School District Service. (.5 positions to full time positions).

C. **Health Insurance Contribution:**

1. Effective July 1, 2017 active members will make a ten percent (10%), contribution to health care premiums and this will not impact the retiree benefit formula. The District will bear ninety (90%) of the cost of individual and dependent coverage under the Orange-Ulster Schools Health Plan, or any successor plan, for any employee who elects to participate therein.
2. Effective July 1, 2018 active members will make a twelve percent (12%), contribution to health care premiums and this will not impact the retiree benefit formula. The District will bear eighty-eight (88%) of the cost of individual and dependent coverage under the Orange-Ulster Schools Health Plan, or any successor plan, for any employee who elects to participate therein.
3. Effective July 1, 2019 active members will make a fourteen percent (14%), contribution to health care premiums and this will not impact the retiree benefit formula. The District will bear eighty-six (86%) of

the cost of individual and dependent coverage under the Orange-Ulster Schools Health Plan, or any successor plan, for any employee who elects to participate therein.

4. Active members selecting an alternative plan (i.e. a plan other OUSDHP) will bear the same percentage contribution of the selected health plan's premium as those listed above.
5. If a selected alternative health plan's premium is greater than the OUSDHP premium, the District will bear no more than the equivalent of their percentage contribution to the OUSDHP, while the member will bear their percentage contribution based on the OUSDHP, plus the difference in premium costs between these two plans.
6. Should a teacher leave the employ of the District before satisfying health premium rates as described above, the District may deduct this differential from the teacher's remaining pays.
7. Health insurance benefits are only available to:
 - a. teachers who regularly work an assignment of .5 or more; or
 - b. other unit members who regularly work 30 or more hours per week.

D. **Commencement and Termination of Benefits:** When insurance benefits begin and end (i.e., major medical and dental/optical).

1. Member Circumstances—Benefits Begin as Follows:

- a. For new hires beginning at the start of a school year, all benefits begin on September 1 regardless of VIP dates. It is understood that new hires are required by Article XXVI, Section B to attend the VIP as a condition of employment.
- b. For new hires after the start of a school year, benefits begin on the first of the month following hire. For example, a member hired on October 16 would have benefits begin on November 1. The District agrees it is the District's responsibility to be certain such members understand this clearly at the time of hire.
- c. For teachers returning from an unpaid leave of absence whose benefits may have expired after the required period covered by FMLA and whose leave expires within the same school year, all benefits are reinstated on the day that they return to work.
- d. For teachers returning from an unpaid leave of absence, at the beginning of a school year, whose benefits may have expired after the required period by FMLA, and whose leave expires on June 30 of a school year, all benefits are reinstated on July 1, prior to the start of the school year.
- e. Eligible Retired Teachers (see Section B) base benefits include single coverage with no contribution beginning on the first day of retirement. For members who work a full year and retire on June 30 of that year, single coverage with no contribution shall begin on the September 1 following the July 1 in the first year of retirement. For members who retire before June 30, single coverage with no contribution shall begin on the first day of retirement. Eligible retired teacher members may opt for family coverage by paying half the difference between family and single coverage to the District.

2. Leave of Absence Circumstances—Benefits Begin as Follows:

- a. For employees who are filling a Leave of Absence (LOA) position, benefits begin as soon as the teacher who is on leave is no longer eligible for district benefits.
- b. For employees who are filling a "regular substitute" position, benefits begin as soon as the teacher who is on leave is no longer eligible for district benefits.

3. Benefits End as Follows:

- a. For teachers on childcare leave, all benefits remain intact while the teacher is covered by sick time. As per FMLA, an affected teacher's benefits remain intact for 12 weeks from the date of the birth or adoption of the child, through the end of the month the benefit ends. Once the FMLA period has expired the teacher has a choice of maintaining benefits through full payment of monthly premiums for the balance of the unpaid childcare leave. Once the teacher's leave has ended and the teacher returns to work, benefits are reinstated as outlined in items 1C and 1D in the above paragraph regarding unpaid leaves.
- b. For teachers who resign, are terminated, or whose period of employment ends on June 30th of a

school year, the District and Unit agree that benefits for July and August following the separation are earned from September through June. Therefore, the teacher is entitled to 12 months of benefits for the 10 month position and benefits would, therefore, end August 31.

- c. For teachers who resign, are terminated, or whose period of employment ends before June 30 of a school year, the District and Unit agree that benefits for July and August following the leave are earned from September through June. Therefore, the teacher is entitled to a pro-rated amount of benefits just as they are entitled to a pro-rated amount of salary. Since the VCTA concurs that the District must bill forward for summer month contributions, the teacher's health premium contribution must be adjusted to the pro-rated amount. A pro-rated example is presented at the end of this section.
- d. For teachers who retire on or before June 30th of a school year, since active teachers make a contribution to health insurance but retired teachers do not (except as stipulated in Section D.1.e above), and because the VCTA agrees that the District must bill forward for summer month contributions (i.e., 12 paycheck deductions from January to June to cover the months of January to August), teachers will be refunded any overpayment of contributions collected during this time. To clarify, a premium adjustment will be made so that the teacher has only contributed to the health premium for the months during which the teacher was an active teacher of the VCTA rather than a retired teacher.
- e. Any teacher whose benefits have been terminated shall be afforded coverage by full contribution to the premium amount as afforded by COBRA. The VCTA shall be informed of all teachers who have been offered COBRA by means of a list that includes the teacher's name, the date benefits ceased and the date the COBRA letter was sent.

4. **Collection of Premium Contributions by the District:** The District has the right to collect premium contributions from teachers of the VCTA. Teachers contribute to 12 months of premiums through 20 payroll deductions. Therefore, teachers will contribute for 4 months (from September through December) by having contributions deducted over 8 paychecks from September to December. Teachers will contribute for 8 months (January through August) by having contributions deducted over 12 paychecks from January to June. Teachers will contribute the percentage established in Section B above. When rates increase (typically in January for alternate health plans and July for OUSDHP) appropriate adjustments shall be made to the premium contribution. In regard to VCTA teachers' health contributions, the District will inform the VCTA in writing of any premium contribution rate changes for review before enacting any change in contributions from the membership.

5. When a teacher's employment shall end previous to the completion of a school year, the teacher's right to benefits shall be pro-rated in the following manner. The percentage of benefits the teacher is entitled to shall be determined by the Swaim formula. (200 days). The percentage obtained from this calculation will be multiplied by twelve months to determine the number of months of insurance coverage. The District will cease insurance coverage at the end of the month calculated and offer the teacher COBRA as required by law. The District will make adjustment to the premiums collected from said teacher so that the teacher does not overpay premium contribution to the District. **Adjustment example follows:**

- Teacher works 118 days of school year. ($118/200=59\%$ of year)
- Last paid day = February 28, 2009/Last paycheck = March 7, 2009
- $59\% \times 12 = 7$ months = through March of the School year
- (*Premium collected for September-December = \$62/month/8 checks = \$31 for each pay; Premium collected for January-August = \$65/month/12 checks = \$43 for each pay; TOTAL PREMIUM CONTRIBUTION (September – August) = \$764*)
- For this teacher: September – December = \$62/month/8 checks = \$31 for each pay; January – March = \$65/month/ 3 months/5 checks = \$39 for each pay
- TOTAL PREMIUM CONTRIBUTION (September – March) = \$443

E. Employees who decide not to participate for an entire fiscal year shall receive one lump sum payment in the amount of two thousand five hundred dollars (\$2,500.00) per year or two semi-annual payments of one thousand two hundred fifty dollars (\$1,250.00). To be eligible for this provision, employees must notify the District in writing on or

before June 1st immediately preceding the fiscal year of their intention to waive health insurance coverage. Employees may also decide not to participate for six-month intervals, in which case they would receive one-half of the annual payment and they would have to notify the District in writing on or before December 1st if they did not want to participate during the January through June period. Employees must also demonstrate that they have alternate health insurance coverage. Employees can re-enter during any fiscal year, with the understanding they show that their existing employer-paid health insurance coverage has been canceled. Such employees shall receive a pro-rata share of the buy-out.

F. Employees shall not be eligible for the negotiated discount on family benefits provided for in paragraph C at any time that their spouse provides comparable family coverage; both insurance coverage and out-of-pocket costs will be considered in evaluating comparability. Such employees will automatically receive the benefits of the buyout in paragraph E, if they do not opt for individual coverage. Nothing in this provision precludes a member, whose spouse is providing comparable family health insurance coverage, from purchasing family coverage by bearing the cost of the difference between individual and family coverage.

G. If the employee's spouse should no longer provide comparable family coverage, the employee shall be entitled to family health insurance coverage in accordance with this article at the negotiated rates specified in paragraph C. It is the intention of the parties in administering this provision to relieve the District of unnecessary insurance costs, not to preclude an individual or his or her dependents from comparable family health insurance coverage. Employees utilizing the buyout provision shall have the right to institute the coverage provided for in paragraph C not more than thirty (30) days prior to retirement; such employees shall be entitled to the benefit of paragraph B.

H. Denial of Family Health Benefits:

1. The District will notify the Association when it denies the benefits of paragraph C specific to family coverage on the basis of comparability. Teachers who believe that their health insurance plan is not comparable shall notify the District as soon as possible. If necessary, the District shall arrange for the individual to be covered by the District's health plan pending the determination of comparability. Any challenge by the union to the comparability of insurance plans must be made in accordance with the procedures set forth below. The district shall not be liable for any medical expenses incurred by any teacher.
2. If there is a disagreement concerning comparability, the district agrees to promptly meet with representatives of the Association after the denial of coverage. If there is no agreement on comparability, the district and Union will jointly confer with a health insurance consultant to determine comparability.
3. If the parties are unable to reach an agreement concerning comparable coverage, the dispute may be submitted to arbitration as follows. The parties shall submit this matter to the American Arbitration Association in accordance with the procedures set forth in Step 4 of the grievance procedure (Article III D). However, both parties agree that only an arbitrator who can schedule a hearing within one month of the date of the filing of the demand for arbitration and render a written decision within two months of the filing of the demand for arbitration will be selected by the parties. The party filing the demand for arbitration shall notify the AAA of this time requirement. Nothing in this paragraph shall prevent the parties from directly selecting an arbitrator without resort to the AAA.
4. Disputes concerning this provision, unless otherwise specified, may be initiated at Step 2 of the grievance procedure.

I. The Association and District will jointly review the Orange-Ulster School Districts' Health Plan periodically to ensure solubility and compliance to its original and intended purpose. If the plan, upon review, proves unsatisfactory, the parties agree to mutually explore and agree on other health insurance options. The New York State Health Insurance Program will remain the comparable standard.

J. A teacher who plans to retire and so informs the Superintendent by January 1 in the year of retirement shall receive an additional increment, an amount which will be equal to the increment of the step on the salary schedule at which s/he retires. In the event a teacher first becomes aware of a life-threatening or physically incapacitating health problem after January 1st, the teacher shall be entitled to this benefit if the teacher informs the Superintendent of his or her intention to retire within thirty (30) days of becoming aware of such problem, but in no event later than June 30th.

Example: A teacher on the MA Schedule Step 30 or above plans to retire at the end of the 2008-2009 school year. The increment *differential from* Step 27 is \$4,440 (\$94,339 minus \$89,899). The teacher will, therefore, receive an additional \$4,440 for his/her final year of service.

ARTICLE XXVI: Annual Professional Performance Review

On April 13, 2015, Chapter 56 of the Laws of 2015 was signed into law, adding a new 3012-d to the Education Law. Education 3012-d requires all school districts and boards of cooperative Educational services to submit new APPR plans and gain the Department's approval for such plan.

The new regulations eliminated the local assessments. The point spreads were changed to 50% observation and 50% Growth Score. The points are calculated based upon an SED matrix and a HEDI rating is provided.

In addition, the growth scores will be provided by SED for teachers of grades 3-8 but they will not be used to calculate a teacher's total score through 2019. Those teachers must be provided with a back-up SLO

Philosophy of Annual Professional Performance Review: It is the belief of the Valley Central professional community that all professionals have a desire to continuously improve their performance. The ultimate goal of the process, the promotion of student and professional growth, can be achieved in a climate characterized by professional trust.

A. The Valley Central School District's APPR Committee collaboratively selected the **NYSUT'S Teacher Practice Rubric**. We agree that this rubric will be used until a successor agreement is reached. Standards III and IV shall constitute observable indicators. Standards I, II, V, VI, VII, will be assessed during natural conversations such as pre/post observations or other natural conversations and will be incorporated into the score.

B. The District will ensure that all Evaluators/Lead Evaluators are trained by a NYSUT approved trainer. In the event that no NYSUT approved training is available as mutually determined by the District and VCTA, local turnkey training will be provided until NYSUT approved training is available. In this situation, the VCTA Association President will be notified. The District will share all of the training materials of evaluators with the VCTA President (including PowerPoint presentations or other media presentations).

1. The District agrees that members of the administration will not release teacher scores to the public, unless contrary to law or SED mandate. In addition, the administrators' scores on their training assessment will not be released. However, in the event of a 3020a, training results will be released if available.
2. The Superintendent or Board of Education will certify the list of Lead Evaluators annually.
3. All unit members will be trained on Teacher Practice Rubric and the Valley Central Evaluation Plan. This will be provided by the district.

C. **Tenured Teacher Observations:**

(All observations will be based upon Standards 3 and 4.)

1. A minimum of two observations will be completed each school year.
2. One will be announced and one will be unannounced.
 - a. One of the two will last at least for thirty minutes.
3. Evaluators will notify members at least 5 days prior to an announced observation.
4. If the teacher and administrator do not feel a pre-observation meeting is necessary, one need not take place.
5. Lesson plans will be available if requested. (Lesson Plans are expected to comport with the district lesson plan template).

6. Teachers are expected to fill out the following forms electronically on FRONTLINE.com by the following dates:
 - a. **Classroom Responsibility/Academic Practice Form** by end of 1st quarter. (formerly the New Pre-Observation Form)
 - b. **Reflection and Assessment Form** (formerly the New Teacher Reflection Form) by the end of the 2nd quarter.
 - c. **Professional Responsibility Form** (formerly the New Professional Responsibilities Form) by the end of the 3rd quarter.
7. Following the announced observation, a post-observation meeting will take place within 15 school days of the observation unless otherwise mutually agreed upon. If either person requests it, a face to face post observation conference will take place. If not, the evidences of the standards and elements will be collected and shared with the teacher through the evaluation management system.
8. If an unannounced observation is used to collect evidences, the teacher will be notified within 24 hours. If either person requests it, a “face to face” post observation conference will take place. If not, the evidences will be collected and shared with the teacher electronically within 15 school days of the observation unless otherwise mutually agreed upon.

D. Non-Tenured Teacher Observation

(All observations will be based upon Standards 3 and 4.)

1. More than two observations will be completed each school year.
2. One will be announced and one will be unannounced.
3. The announced observation will be completed by the building administrator. The unannounced will be completed by the independent evaluator (Administrator from district).
4. The announced observation will be weighted 90% and will be completed by the building administrator.
5. The unannounced observation will be weighted 10% and be completed by an independent district evaluator.
6. One of the two will last at least for thirty minutes.
7. Evaluators will notify members at least 5 days prior to an announced observation.
8. The announced observations will have a “face to face” pre-observation meeting at least three days prior to any announced observation. It is expected that lesson plans will be available at this meeting. Lesson plans are expected to comport with the district lesson plan template.
9. A face to face post-observation meeting must take place within 15 school days of any observation for non-tenured teachers.
10. The forms below are required. Submit them electronically on MY LEARNING PLAN.com. The schedule for submission is suggested.
 - a. **Classroom Responsibility/Academic Practice Form** by end of 1st quarter.
 - b. **Reflection and Assessment Form** by the end of the 2nd quarter.
 - c. **Professional Responsibility form** by the end of the 3rd quarter.

Comment [2]: I would suggest that we make the forms required for non-tenures.

Comment [3]: So--Sheila wanted me to see the change in forms. I haven't done that yet. However, I have seen that the admins are only utilizing Standard 3 and 4. Why are we filling out these forms? Is it because they need to show that we have demonstrated the other standards? Can we fill them out once and not worry about them again?

E. **Cancellation of Observation:** An administrator’s observation schedule will be given highest priority so that cancellation can be avoided. In the case that an administrator has to cancel an announced observation, every effort shall be made for the administrator to observe the teacher as soon as possible.

F. There is not a maximum number of observations that may be completed for any teacher. The number of observations may be determined by the District.

G. All teachers will be informed by convocation day of who will be their summative evaluator(s) for that school year.

Once the observations are completed the administrator will rate the school visits based upon the evidence collected using the chart below.

3.5-4.0	2.5-3.49	1.5-2.49	0-1.49
H	E	D	I

As required by 3012-d

H. Teacher of Record:

1. In general, after 20 consecutive school days of absence of the classroom teacher, the substitute teacher becomes the teacher of record retroactively to the first day of the classroom teacher's absence. In the case of CTM classrooms, the regular subject teacher and the special education teacher shall be the teacher of record for all students. They will share the HEDI scores for local and SLO assessments.
2. Unit members not required to be evaluated by the new system as specified by the new regulations will be evaluated by the APPR system previously established by the District. Those unit members who instruct less than 40% of the time will be considered as instructional support and fall under the old APPR process.

I. Data Management and Test Security:

1. The District's student management system will be used to collect data for the State. As per State requirements, teachers have the right to access and verify data. Teachers are not responsible for discrepancies/errors caused by the transfer of information from the District's student management system to the State's data collection system.
2. The District will ensure measures for delivery, storage and distribution of all State assessments.

J. Student Growth (State Portion):

1. The District will determine who will have State-provided growth measures according to state regulations.
2. The teacher's growth score will be provided by the state if they are teachers of grades 3-8.
 - a. Teachers in grades 3-8 will receive a score from a district SLO from 2016 to 2019 since the state has indicated that the state provided growth score may not be utilized. The district SLO is below.
3. Teachers who are not tied to 3-8 testing will receive a score from the district SLO provided below.
4. The NYSED chart will be utilized to calculate the teacher's growth score.

H			E			D		I												
20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0
97+	96-93	92-90	89-85	84-40	79-75	74-67	66-60	59-55	54-49	48-44	43-39	38-34	33-29	28-25	24-21	20-17	16-13	12-09	08-05	04-00

as required by 3012-d

5. District SLO:

All students in attendance for the June 2016 Regents exams will pass the Common Core English Regents, Global History Regents, U.S. History Regents, Physics Regents, and Living Environment Regents exams.

6. Students will receive their testing accommodations as stated in their IEP or 504 plans to the extent that is legally required by law.

K. Equity of Scheduling and Availability of Student Information:

1. It is understood that equity of scheduling is crucial to success in this system. While it is noted that it is impossible to have perfect equity, every reasonable effort will be made to make the schedule as equitable as possible for the course and level and to limit the number of preps as is possible according to the scheduling needs of the building.
2. Teachers will have access to a tentative roster of students by August 15. Teachers will have access through the student management system to tentative students' data which will include, but not be limited to, attendance, transcripts, personal information and report cards by August 15. There will be no voluntary student change in schedule (which affects the assignment of students to the teacher) after the second Friday of student attendance, barring unforeseen circumstance (for example, if this provision is detrimental to a student's ability to graduate, then exception may be made as long as the teacher is part of the process)
3. Data teams will be subject and level specific and given the opportunity to meet on at least one data half-day each year.
4. An ongoing goal of the Accountability Task Force will be to provide professional development to help unit members achieve success by understanding the components of the APPR System.
5. When a member is absent from a professional development workshop/training provided by the District that occurs within the seven hour school day, s/he will be required to arrange to make up the training on a date and time outside of the school day as part of his/her professional responsibility.

L. HEDI Chart:

1. Once the observation score and the growth score has been identified, the NYSED required Matrix will be utilized to identify the overall rating of the teacher.

		OBSERVATION			
		HIGHLY EFFECTIVE	EFFECTIVE	DEVELOPING	INEFFECTIVE
STUDENT PERFORMANCE	HIGHLY EFFECTIVE	H	H	E	D
	EFFECTIVE	H	E	E	D
	DEVELOPING	E	E	D	I
	INEFFECTIVE	D	D	I	I

(as required by 3012-d)

M. Viking Induction Program and Viking Mentoring: Certain teachers and other unit members shall, as a condition of their employment, be required to participate in the District's Viking Induction Program ("VIP") and Viking Mentoring Program ("VMP"). VIP and VMP are initiatives designed for newly hired unit members.

1. VIP: All unit members new to the district, except Certified Occupational Therapy Assistants and Physical Therapy Assistants and Network Specialists, Computer Technicians and Instructional Technology Specialists, shall attend the VIP before the start of their 1st and 2nd school years unless they receive express written permission from the Superintendent or his/her designee to postpone their attendance (e.g., date of hire). Attending VIP sessions shall be a condition of employment for all new unit members. Members shall attend first and or second year as mutually agreed upon by the District and Association.
2. VMP: VMP sessions, consisting of approximately ten (10) three (3) hours after school workshop sessions (one per month) each year or the equivalent of thirty (30) contact hours, will be required of all unit members to the district for at least one year. Exceptions: Unit members exempt from tenure criteria (e.g. nurses) shall only attend the Viking Induction Program. In the second year, teachers will have fifteen (15) hours of contact time and a fifteen (15) hour project with support from a mentor.

3. VIP/VMP Compensation: Credit advancement on the salary schedule and other forms of compensation will not be provided to the unit members for participation within the VIP and VMP programs except as noted here: Teachers who must complete SED's 100-hour professional development requirement will be able to apply these hours to that mandate. Graduate courses utilized within the VMP, however, will also receive credit on the salary schedule as per Article XIX, Section K.
4. Unit members needing to complete the 100-hour requirement for recertification (those newly certified as of February 2004 and beyond) shall not receive any salary adjustment for in-service courses applied to that requirement. However, approved graduate courses shall earn salary adjustments as per Article XIX-D.
5. Mentors will not be paid according to the number of mentees as specified in Appendix C. Instead, all members will be paid at Category D consistent with their experience.

N. **Teacher Improvement Plans (TIP):**

1. All teachers will acknowledge their summative evaluation on FRONTLINE by the end of the fifth day of the new school year. (Acknowledging the form does not indicate agreement.) The summative evaluations for teachers whose scores fall within "effective" or "highly effective" as identified by the HEDI scoring bands will be available to them on FRONTLINE. Teachers who receive a composite rating of "developing" or "ineffective" as identified by the NYS Teacher Evaluation MATRIX will be placed on a TIP.
2. The district will inform the teacher of the need for a TIP due to their composite score by email or certified letter. The TIP must be in place at least 10 days after the start of the school or other time period as indicated by law. It is preferred and recommended that teachers make an appointment with their principal within ten days of receipt of their composite score to discuss the score and to arrange a TIP meeting. Receipt of the score will be verified by checking the time and date that the email was opened or by postal return. VCTA officers will be notified by the principal by email.
3. Nothing precludes an administrator from commencing a TIP anytime during the school year.
4. The Teacher Improvement Plan will address the following areas:
 - a. **Areas in need of improvement:** The TIP will be aligned to the NYS Teaching Standards and Elements. Deficiencies will be noted along with suggested improvement to give the teacher clear instruction as to how to improve their performance. NYS Subject Standards, CCS, Madeline Hunter Lesson Elements and Bloom's Taxonomy will be addressed in the TIP. While the administration may suggest other supplementary material for consideration to aid and assist in the development and growth of the teacher, these will only be suggested and not required elements to demonstrate. The TIP may not address every area of concern that an administrator has and concerns will be prioritized and made clear to the teacher. When those standards are deemed appropriately improved to an effective/highly effective level, there will be a discussion and agreement as to the next standard of priority for improvement.
 - b. **Timeline for improvement:** There will be a minimum time and a maximum time during which the teacher is expected to improve in the areas outlined in the TIP. A TIP will not exceed one school year. If the teacher has still not shown improvement, a new TIP will be initiated.
 - c. **Interventions and activities to support improvement:** In addition to suggested ways to improve, the TIP will contain intervention and support activities that may include, but are not limited to, peer observation, professional conferences, online courses, required reading/discussion and other means as needed. The teacher will have meetings with the administrator to ensure they are progressing in a satisfactory manner. If the teacher is not making satisfactory progress, a meeting will be arranged with the teacher, union representative and administrator to address the problem immediately.
 - d. **Manner in which improvement is assessed:** The TIP will contain how the improvement will be assessed.
5. If an observer or administrator finds additional areas of new concern while the teacher is on a TIP, the new areas of concern will require a new TIP. At teacher may find him/herself on multiple TIPs at one time. While an administrator may find evidences for multiple TIPs in one observation/conference session, the teacher

could be required to work as many hours outside of the school day on a monthly basis in correspondence to the number of TIPs they have.

6. When possible, there will be no change of assignment or transfer for a teacher who is on a TIP, unless the teacher requests such transfer.

O. **Appeals:**

1. Probationary Teachers:
 - a. Probationary Teachers may submit a written rebuttal that will be attached to their evaluation in the teacher's personnel file. Probationary teachers may not appeal their evaluation.
2. Tenured Teachers:
 - a. Stage 1: The teacher will appeal to the evaluator in writing with detailed specific areas of disagreement within 15 calendar days of receipt of the summative evaluation with appropriate documentation. The evaluator will provide a written response to the teacher's appeal within 15 calendar days.
 - b. Stage 2: If the appeal is denied by the evaluator, the teacher may appeal to the Superintendent within 15 days of the denial. The request will be made in writing with detailed specific areas of disagreement provided. The Superintendent or designee (i.e. an Assistant Superintendent, Building Administrator or Program Director) will respond within 15 days of the request by the teacher. The decision of the Superintendent shall be final and binding. In the event the District seeks 3020a proceedings against the member, the member's evaluation may be reviewed de-novo.
3. A teacher may not file multiple appeals on one performance review.
4. All grounds for appeal must be raised in the same appeal or is deemed waived.
5. In an appeal, the teacher has the burden of demonstrating a clear legal right to the relief requested and the burden of establishing the facts upon which the teacher seeks relief.
6. Only teachers who are ineffective or developing may appeal their evaluation however a teacher with any rating may write a written rebuttal in the comment section of the evaluation.

P. **Supervisory Training:** The Valley Central School District plans to provide supervisory training in conducting performance reviews in one or more of the following ways:

1. Attendance at BOCES offered training on the topic.
2. Training provided by consultants hired by the District.
3. Attendance at conferences providing presentations on the topic.
4. Visitations to other districts utilizing exemplary methods.
5. Attendance at SED offered workshops on the topic.
6. Providing current literature on the topic.

Q. **Cameras:**

1. The installation of cameras in the Valley Central Schools and District Facilities are primarily to document student misconduct or general vandalism and to minimize the effort necessary to investigate or prove charges against students or community members by having reliable evidence in the form of video footage. More globally, the cameras are to help the school and District staff maintain safe and orderly teaching, working and learning environments.
 - a. Cameras will not be used as surveillance to ensure staff compliance with routine procedures (e.g., hall duty, tardiness, etc.). They will also not be used to evaluate instruction and teaching skills.
 - i. However, by virtue of the fact that these facilities are public buildings, there should exist no expectation of protection from the use of cameras when inappropriate and/or illegal activity, and/or violations of local, State and Federal ordinances are suspected.

ARTICLE XXVII

CONFORMITY TO LAW CLAUSE:

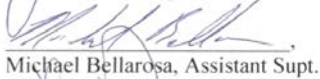
- A. If any provision of this agreement is or shall at any time be contrary to the law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law, and any substitute action shall be subject to negotiation.
- B. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.
- C. Having a full opportunity to raise proposals and counter proposals on wages, hours, and conditions of employment, this agreement constitutes a total understanding between the parties except to the extent that unilateral changes in terms and conditions of employment not raised in negotiations may be subject to the Taylor Law.
- D. **IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

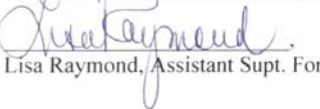
ARTICLE XXVIII

- A. Duration of the Agreement: This contract shall be effective from July 1, 2017 through June 30, 2020.

VALLEY CENTRAL SCHOOL DISTRICT


John Xanthis, Superintendent

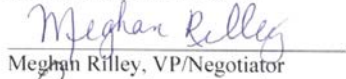

Michael Bellarosa, Assistant Supt.


Lisa Raymond, Assistant Supt. For Business

VALLEY CENTRAL TEACHERS' ASSOCIATION


Richard Steger, II, President


Patricia Behr, VP/Negotiator


Meghan Riley, VP/Negotiator


Pasquale Leo, Negotiator

DATE: August 10, 2017

DATE: August 10, 2017

Appendix A
Schedule 2017-2018

	BA	BA30	MA	MA 30	MA 60
1	\$54,902	\$58,698	\$60,975	\$64,734	\$68,546
2	\$56,292	\$60,067	\$62,292	\$66,106	\$69,864
3	\$57,672	\$61,446	\$63,672	\$67,418	\$71,229
4	\$59,547	\$63,318	\$65,596	\$69,329	\$73,090
5	\$61,201	\$64,984	\$67,223	\$71,010	\$74,780
6	\$63,618	\$67,425	\$69,612	\$73,427	\$77,214
7	\$65,792	\$69,577	\$71,815	\$75,598	\$79,335
8	\$67,935	\$71,684	\$73,946	\$77,732	\$81,518
9	\$70,123	\$73,884	\$76,119	\$79,905	\$83,677
10	\$72,439	\$76,199	\$78,436	\$82,220	\$85,979
11	\$75,052	\$78,796	\$81,009	\$84,821	\$88,595
12	\$77,392	\$81,166	\$83,403	\$87,173	\$90,909
13	\$79,695	\$83,481	\$85,718	\$89,504	\$93,275
14	\$82,024	\$85,835	\$88,046	\$91,834	\$95,592
15	\$85,339	\$89,136	\$91,361	\$95,161	\$98,917
16	\$88,911	\$92,698	\$94,937	\$98,744	\$102,503
17	\$92,270	\$96,068	\$98,319	\$102,116	\$105,912
18	\$92,270	\$96,068	\$98,319	\$102,116	\$105,912
19	\$92,270	\$96,068	\$98,319	\$102,116	\$105,912
20	\$95,665	\$99,450	\$101,738	\$105,511	\$109,326
21	\$96,986	\$100,771	\$103,059	\$106,831	\$110,647
22	\$100,860	\$104,645	\$106,933	\$110,705	\$114,521
23	\$100,860	\$104,645	\$106,933	\$110,705	\$114,521
24	\$103,442	\$107,227	\$109,515	\$113,288	\$117,104
25	\$103,442	\$107,227	\$109,515	\$113,288	\$117,104
26	\$104,734	\$108,519	\$110,807	\$114,579	\$118,395
27	\$104,734	\$108,519	\$110,807	\$114,579	\$118,395
28+	\$110,048	\$113,832	\$116,121	\$119,893	\$123,708

**Appendix A
Schedule 2018-2019**

	BA	BA30	MA	MA 30	MA 60
1	\$55,725	\$59,578	\$61,889	\$65,705	\$69,574
2	\$57,136	\$60,968	\$63,226	\$67,098	\$70,911
3	\$58,537	\$62,367	\$64,627	\$68,430	\$72,298
4	\$60,440	\$64,267	\$66,580	\$70,369	\$74,187
5	\$62,119	\$65,959	\$68,231	\$72,075	\$75,902
6	\$64,573	\$68,437	\$70,657	\$74,528	\$78,372
7	\$66,779	\$70,621	\$72,892	\$76,732	\$80,525
8	\$68,954	\$72,759	\$75,055	\$78,898	\$82,741
9	\$71,175	\$74,992	\$77,261	\$81,104	\$84,932
10	\$73,526	\$77,342	\$79,613	\$83,453	\$87,269
11	\$76,177	\$79,978	\$82,224	\$86,093	\$89,924
12	\$78,553	\$82,384	\$84,654	\$88,481	\$92,273
13	\$80,890	\$84,733	\$87,004	\$90,847	\$94,674
14	\$83,254	\$87,122	\$89,367	\$93,211	\$97,026
15	\$86,619	\$90,473	\$92,731	\$96,588	\$100,401
16	\$90,244	\$94,089	\$96,361	\$100,225	\$104,041
17	\$93,654	\$97,509	\$99,794	\$103,647	\$107,500
18	\$93,654	\$97,509	\$99,794	\$103,647	\$107,500
19	\$93,654	\$97,509	\$99,794	\$103,647	\$107,500
20	\$97,100	\$100,942	\$103,264	\$107,093	\$110,966
21	\$98,441	\$102,283	\$104,605	\$108,433	\$112,307
22	\$102,373	\$106,215	\$108,537	\$112,365	\$116,239
23	\$102,373	\$106,215	\$108,537	\$112,365	\$116,239
24	\$104,994	\$108,835	\$111,158	\$114,987	\$118,860
25	\$104,994	\$108,835	\$111,158	\$114,987	\$118,860
26	\$106,305	\$110,147	\$112,469	\$116,297	\$120,171
27	\$106,305	\$110,147	\$112,469	\$116,297	\$120,171
28+	\$111,698	\$115,540	\$117,862	\$121,692	\$125,564

Appendix A
Schedule 2019-2020

	BA	BA30	MA	MA 30	MA 60
1	\$56,701	\$60,621	\$62,972	\$66,855	\$70,792
2	\$58,136	\$62,034	\$64,333	\$68,272	\$72,152
3	\$59,561	\$63,459	\$65,758	\$69,627	\$73,563
4	\$61,498	\$65,392	\$67,745	\$71,600	\$75,485
5	\$63,206	\$67,113	\$69,425	\$73,336	\$77,230
6	\$65,703	\$69,634	\$71,893	\$75,832	\$79,744
7	\$67,948	\$71,856	\$74,167	\$78,075	\$81,935
8	\$70,160	\$74,033	\$76,369	\$80,278	\$84,189
9	\$72,420	\$76,305	\$78,613	\$82,523	\$86,419
10	\$74,813	\$78,695	\$81,006	\$84,914	\$88,796
11	\$77,510	\$81,377	\$83,663	\$87,600	\$91,497
12	\$79,928	\$83,825	\$86,135	\$90,029	\$93,888
13	\$82,306	\$86,216	\$88,527	\$92,436	\$96,330
14	\$84,711	\$88,647	\$90,931	\$94,842	\$98,724
15	\$88,134	\$92,057	\$94,354	\$98,279	\$102,158
16	\$91,824	\$95,735	\$98,047	\$101,979	\$105,862
17	\$95,293	\$99,215	\$101,540	\$105,461	\$109,381
18	\$95,293	\$99,215	\$101,540	\$105,461	\$109,381
19	\$95,293	\$99,215	\$101,540	\$105,461	\$109,381
20	\$98,799	\$102,708	\$105,071	\$108,967	\$112,907
21	\$100,164	\$104,073	\$106,436	\$110,331	\$112,907
22	\$104,165	\$108,073	\$110,437	\$114,332	\$118,273
23	\$104,165	\$108,073	\$110,437	\$114,332	\$118,273
24	\$106,831	\$110,740	\$113,103	\$116,999	\$120,940
25	\$106,831	\$110,740	\$113,103	\$116,999	\$120,940
26	\$108,165	\$112,074	\$114,437	\$118,332	\$122,274
27	\$108,165	\$112,074	\$114,437	\$118,332	\$122,274
28+	\$113,653	\$117,562	\$119,925	\$123,821	\$127,761

Appendix B - Coaching Schedule

CATEGORY I	CATEGORY II	CATEGORY III	CATEGORY IV
BASKETBALL	BASEBALL	CROSS COUNTRY	CHEERLEADING FALL
FOOTBALL	LACROSSE	INDOOR TRACK	CHEERLEADING WINTER
SWIMMING	SOCCER	GOLF	STRENGTH COACH
WRESTLING	SOFTBALL	TENNIS	
	OUTDOOR TRACK	VOLLEYBALL	

Unified Sports Coach will be compensated \$1,000 per season. Youth Activation Advisor will be compensated \$500 per season for the duration of the CBA.

Sixth grade intramural advisors will be paid at an hourly rate of pay equal to tutoring/ curriculum writing.

Athletics 2017-18

Category I

	1	2	3	4	5	6	7	8
Varsity	\$5,757	\$5,999	\$6,234	\$6,475	\$6,716	\$6,956	\$7,195	\$7,435
Assistant/JV	\$3,837	\$4,015	\$4,199	\$4,377	\$4,554	\$4,737	\$4,916	\$5,097
Modified	\$2,881	\$2,996	\$3,119	\$3,239	\$3,375	\$3,475	\$3,595	\$3,720

Category II

	1	2	3	4	5	6	7	8
Varsity	\$4,564	\$4,765	\$4,964	\$5,165	\$5,365	\$5,570	\$5,767	\$5,970
Assistant/JV	\$3,214	\$3,354	\$3,499	\$3,640	\$3,792	\$3,925	\$4,067	\$4,213
Modified	\$2,537	\$2,641	\$2,746	\$2,848	\$2,960	\$3,056	\$3,159	\$3,265

Category III

	1	2	3	4	5	6	7	8
Varsity	\$3,837	\$4,015	\$4,199	\$4,377	\$4,554	\$4,737	\$4,916	\$5,097
Assistant/JV	\$2,881	\$2,996	\$3,119	\$3,239	\$3,375	\$3,475	\$3,595	\$3,720
Modified	\$2,398	\$2,495	\$2,592	\$2,683	\$2,780	\$2,881	\$2,974	\$3,071

Category IV

	1	2	3	4	5	6	7	8
Varsity	\$2,881	\$2,996	\$3,119	\$3,239	\$3,375	\$3,475	\$3,595	\$3,720
Assistant/JV	\$2,398	\$2,495	\$2,592	\$2,683	\$2,780	\$2,881	\$2,974	\$3,071
Modified	\$1,921	\$2,014	\$2,113	\$2,206	\$2,303	\$2,398	\$2,495	\$2,592

Appendix B - Coaching Schedule

CATEGORY I	CATEGORY II	CATEGORY III	CATEGORY IV
BASKETBALL	BASEBALL	CROSS COUNTRY	CHEERLEADING FALL
FOOTBALL	LACROSSE	INDOOR TRACK	CHEERLEADING WINTER
SWIMMING	SOCCER	GOLF	STRENGTH COACH
WRESTLING	SOFTBALL	TENNIS	
	OUTDOOR TRACK	VOLLEYBALL	

Unified Sports Coach will be compensated \$1,000 per season. Youth Activation Advisor will be compensated \$500 per season for the duration of the CBA.

Sixth grade intramural advisors will be paid at an hourly rate of pay equal to tutoring/ curriculum writing.

Athletics 2018-19

Category I								
	1	2	3	4	5	6	7	8
Varsity	\$5,843	\$6,089	\$6,327	\$6,572	\$6,817	\$7,060	\$7,303	\$7,546
Assistant/JV	\$3,895	\$4,075	\$4,262	\$4,443	\$4,623	\$4,809	\$4,989	\$5,173
Modified	\$2,924	\$3,041	\$3,165	\$3,288	\$3,425	\$3,527	\$3,649	\$3,776
Category II								
	1	2	3	4	5	6	7	8
Varsity	\$4,633	\$4,836	\$5,039	\$5,242	\$5,446	\$5,653	\$5,854	\$6,059
Assistant/JV	\$3,262	\$3,405	\$3,552	\$3,695	\$3,849	\$3,984	\$4,128	\$4,276
Modified	\$2,575	\$2,680	\$2,787	\$2,891	\$3,004	\$3,102	\$3,206	\$3,314
Category III								
	1	2	3	4	5	6	7	8
Varsity	\$3,895	\$4,075	\$4,262	\$4,443	\$4,623	\$4,809	\$4,989	\$5,173
Assistant/JV	\$2,924	\$3,041	\$3,165	\$3,288	\$3,425	\$3,527	\$3,649	\$3,776
Modified	\$2,434	\$2,532	\$2,631	\$2,723	\$2,822	\$2,924	\$3,018	\$3,117
Category IV								
	1	2	3	4	5	6	7	8
Varsity	\$2,924	\$3,041	\$3,165	\$3,288	\$3,425	\$3,527	\$3,649	\$3,776
Assistant/JV	\$2,434	\$2,532	\$2,631	\$2,723	\$2,822	\$2,924	\$3,018	\$3,117
Modified	\$1,950	\$2,044	\$2,145	\$2,239	\$2,338	\$2,434	\$2,532	\$2,631

Appendix B - Coaching Schedule

CATEGORY I	CATEGORY II	CATEGORY III	CATEGORY IV
BASKETBALL	BASEBALL	CROSS COUNTRY	CHEERLEADING FALL
FOOTBALL	LACROSSE	INDOOR TRACK	CHEERLEADING WINTER
SWIMMING	SOCCER	GOLF	STRENGTH COACH
WRESTLING	SOFTBALL	TENNIS	
	OUTDOOR TRACK	VOLLEYBALL	

Unified Sports Coach will be compensated \$1,000 per season. Youth Activation Advisor will be compensated \$500 per season for the duration of the CBA.

Sixth grade intramural advisors will be paid at an hourly rate of pay equal to tutoring/ curriculum writing.

Athletics 2019-2020

Category I

	1	2	3	4	5	6	7	8
Varsity	\$5,946	\$6,196	\$6,438	\$6,687	\$6,936	\$7,184	\$7,431	\$7,678
Assistant/JV	\$3,963	\$4,146	\$4,336	\$4,520	\$4,703	\$4,893	\$5,077	\$5,264
Modified	\$2,975	\$3,094	\$3,221	\$3,345	\$3,485	\$3,589	\$3,713	\$3,842

Category II

	1	2	3	4	5	6	7	8
Varsity	\$4,714	\$4,921	\$5,127	\$5,334	\$5,541	\$5,752	\$5,956	\$6,165
Assistant/JV	\$3,319	\$3,464	\$3,614	\$3,759	\$3,916	\$4,054	\$4,200	\$4,351
Modified	\$2,620	\$2,727	\$2,836	\$2,941	\$3,056	\$3,156	\$3,262	\$3,372

Category III

	1	2	3	4	5	6	7	8
Varsity	\$3,963	\$4,146	\$4,336	\$4,520	\$4,703	\$4,893	\$5,077	\$5,264
Assistant/JV	\$2,975	\$3,094	\$3,221	\$3,345	\$3,485	\$3,589	\$3,713	\$3,842
Modified	\$2,476	\$2,577	\$2,677	\$2,771	\$2,871	\$2,975	\$3,071	\$3,172

Category IV

	1	2	3	4	5	6	7	8
Varsity	\$2,975	\$3,094	\$3,221	\$3,345	\$3,485	\$3,589	\$3,713	\$3,842
Assistant/JV	\$2,476	\$2,577	\$2,677	\$2,771	\$2,871	\$2,975	\$3,071	\$3,172
Modified	\$1,984	\$2,080	\$2,182	\$2,279	\$2,379	\$2,476	\$2,577	\$2,677

APPENDIX C—STIPEND SCHEDULE

<p>Category A Department Supervisors (10+; inclusive of supervisor)</p>	<p>Category E Grade 6 Team Leaders Grade 7 Team Leaders Grade 8 Team Leaders Elementary Team Leaders Jazz Band - MS Marching Band – MS Math Team – MS & HS Mock Trial – HS National Art Honor Society – HS National Junior Honor Society – MS Odyssey of the Mind-All Levels Orange County Academic League-HS Select Chorus-MS Sets-HS Show Choir – HS Student Government Advisors – MS S.T.E.A.M Advisors Technical Director Musical – HS V.C. Dream – HS Webmaster – All Levels Yearbook - MS Youth in Government – HS</p>	
<p>Category B Department Chair (10+; inclusive of chair) Department Supervisors (5-9; inclusive of supervisor)</p>	<p>Category C Aquatics Coordinator Department Chair (5 - 9; inclusive of chair) Department Supervisors (1 - 4; inclusive of supervisor) Literacy Coordinators (11+) Music Production - HS Music Production Assistant – HS Senior Class Advisors - HS Yearbook – HS</p>	
<p>Category D AV Coordinator – MS & HS Dance Club – HS Department Chair (1 - 5; exclusive of chair) Drama Club – Elem. Eighth Grade Advisors – MS Gradus Honoris Advisors – HS Junior Class Advisor – HS Lights – HS Link Crew Advisors Literary Arts Magazine – HS Marching Band - HS Mentors Musical Production – MS & Elem. Newspaper-Viking Voice – HS Sound Technician – HS SGA: Student Government Advisors – HS</p>	<p>Category F Alpha Pi Math Honor Society – HS Art Club – MS Beautification Team – MS Beta Tau – HS Common Formative Assessment Trainers Computer & Technology Club – HS Coding Club – Elem. Data Team Trainers Ecology Club – Elem. English Honor Society – HS Enrichment - HS Environmental Club – HS Film Club – HS For the Animals – HS French Club – MS French Honor Society - HS Freshman Class Advisor - HS Future Nurses Club - D GLSEN-HS History Club – Elem. Homework Club – Elem. Interact Club-HS Knowledge Master – HS Math Skills Club – Elem.</p>	<p>Multi-Cultural Club – HS Peer Leadership – HS Photography Club – HS School Bus Safety Club- Elem. Science Club – HS Science Honor Society – HS Science Olympiad - HS Ski &/or Snowboard Club – MS & HS Social Studies Honor Society – HS Sophomore Class Advisor – HS Spanish Honor Society – HS Student Council – Elem. Teen Club – HS Tri-M Music Honor Society – HS VC of VC – HS VC Spirit – MS Writing Club – Elem. Yearbook – Elem.</p>

Appendix C—Extra-Curricular Stipends

2017-2018								
	1	2	3	4	5	6	7	8
A	\$5,826	\$6,011	\$6,202	\$6,392	\$6,582	\$6,775	\$6,964	\$7,154
B	\$4,822	\$5,007	\$5,197	\$5,388	\$5,579	\$5,770	\$5,960	\$6,150
C	\$3,817	\$4,002	\$4,193	\$4,383	\$4,574	\$4,766	\$4,955	\$5,146
D	\$2,801	\$2,921	\$3,051	\$3,175	\$3,302	\$3,428	\$3,557	\$3,683
E	\$1,803	\$1,887	\$1,962	\$2,061	\$2,119	\$2,194	\$2,278	\$2,352
F	\$1,150	\$1,205	\$1,263	\$1,321	\$1,382	\$1,437	\$1,495	\$1,553
2018-2019								
	1	2	3	4	5	6	7	8
A	\$5,913	\$6,101	\$6,295	\$6,488	\$6,681	\$6,876	\$7,068	\$7,262
B	\$4,894	\$5,082	\$5,275	\$5,468	\$5,663	\$5,857	\$6,049	\$6,242
C	\$3,874	\$4,062	\$4,256	\$4,449	\$4,643	\$4,837	\$5,030	\$5,223
D	\$2,843	\$2,965	\$3,096	\$3,223	\$3,351	\$3,480	\$3,610	\$3,739
E	\$1,830	\$1,916	\$1,992	\$2,092	\$2,151	\$2,227	\$2,312	\$2,387
F	\$1,167	\$1,223	\$1,282	\$1,341	\$1,403	\$1,458	\$1,518	\$1,576
2019-2020								
	1	2	3	4	5	6	7	8
A	\$6,017	\$6,208	\$6,405	\$6,601	\$6,798	\$6,997	\$7,192	\$7,389
B	\$4,979	\$5,171	\$5,367	\$5,564	\$5,762	\$5,959	\$6,155	\$6,351
C	\$3,942	\$4,134	\$4,330	\$4,527	\$4,724	\$4,922	\$5,118	\$5,314
D	\$2,892	\$3,017	\$3,151	\$3,279	\$3,410	\$3,541	\$3,673	\$3,804
E	\$1,862	\$1,949	\$2,027	\$2,129	\$2,189	\$2,266	\$2,353	\$2,429
F	\$1,188	\$1,244	\$1,304	\$1,365	\$1,427	\$1,484	\$1,544	\$1,604

**Appendix D- Computer Network Specialists
Schedule 2017-2018**

	BA	BA30	MA	MA 30	MA 60
1	\$42,823	\$45,784	\$47,560	\$50,493	\$53,466
2	\$43,908	\$46,852	\$48,588	\$51,563	\$54,494
3	\$44,984	\$47,928	\$49,664	\$52,586	\$55,559
4	\$46,447	\$49,388	\$51,165	\$54,077	\$57,010
5	\$47,736	\$50,688	\$52,434	\$55,388	\$58,329
6	\$49,622	\$52,592	\$54,298	\$57,273	\$60,227
7	\$51,318	\$54,270	\$56,015	\$58,967	\$61,882
8	\$52,989	\$55,914	\$57,678	\$60,631	\$63,584
9	\$54,696	\$57,630	\$59,373	\$62,326	\$65,268
10	\$56,503	\$59,435	\$61,180	\$64,132	\$67,064
11	\$58,540	\$61,461	\$63,187	\$66,161	\$69,104
12	\$60,366	\$63,310	\$65,054	\$67,995	\$70,909
13	\$62,162	\$65,115	\$66,860	\$69,813	\$72,754
14	\$63,978	\$66,951	\$68,676	\$71,630	\$74,562
15	\$66,564	\$69,526	\$71,262	\$74,225	\$77,155
16	\$69,350	\$72,305	\$74,051	\$77,020	\$79,953
17	\$71,971	\$74,933	\$76,689	\$79,650	\$82,611
18	\$71,971	\$74,933	\$76,689	\$79,650	\$82,611
19	\$71,971	\$74,933	\$76,689	\$79,650	\$82,611
20	\$74,619	\$77,571	\$79,356	\$82,298	\$85,274
21	\$75,649	\$78,601	\$80,386	\$83,328	\$86,305
22	\$78,671	\$81,623	\$83,408	\$86,350	\$89,326
23	\$78,671	\$81,623	\$83,408	\$86,350	\$89,326
24	\$80,685	\$83,637	\$85,422	\$88,364	\$91,341
25	\$80,685	\$83,637	\$85,422	\$88,364	\$91,341
26	\$81,693	\$84,645	\$86,429	\$89,371	\$92,348
27	\$81,693	\$84,645	\$86,429	\$89,371	\$92,348
28+	\$85,837	\$88,789	\$90,574	\$93,517	\$96,492

**Appendix D-Network Specialists
Schedule 2018-2019**

	BA	BA30	MA	MA 30	MA 60
1	\$43,466	\$46,471	\$48,274	\$51,250	\$54,268
2	\$44,566	\$47,555	\$49,317	\$52,336	\$55,311
3	\$45,659	\$48,646	\$50,409	\$53,375	\$56,392
4	\$47,143	\$50,129	\$51,932	\$54,888	\$57,866
5	\$48,452	\$51,448	\$53,220	\$56,218	\$59,203
6	\$50,367	\$53,381	\$55,112	\$58,132	\$61,131
7	\$52,088	\$55,084	\$56,856	\$59,851	\$62,810
8	\$53,784	\$56,752	\$58,543	\$61,540	\$64,538
9	\$55,516	\$58,494	\$60,263	\$63,261	\$66,247
10	\$57,350	\$60,327	\$62,098	\$65,094	\$68,070
11	\$59,418	\$62,383	\$64,135	\$67,153	\$70,140
12	\$61,272	\$64,259	\$66,030	\$69,015	\$71,973
13	\$63,094	\$66,092	\$67,863	\$70,860	\$73,845
14	\$64,938	\$67,955	\$69,706	\$72,705	\$75,680
15	\$67,563	\$70,569	\$72,330	\$75,339	\$78,313
16	\$70,391	\$73,389	\$75,162	\$78,176	\$81,152
17	\$73,050	\$76,057	\$77,839	\$80,845	\$83,850
18	\$73,050	\$76,057	\$77,839	\$80,845	\$83,850
19	\$73,050	\$76,057	\$77,839	\$80,845	\$83,850
20	\$75,738	\$78,734	\$80,546	\$83,533	\$86,553
21	\$76,784	\$79,780	\$81,592	\$84,578	\$87,599
22	\$79,851	\$82,847	\$84,659	\$87,645	\$90,666
23	\$79,851	\$82,847	\$84,659	\$87,645	\$90,666
24	\$81,895	\$84,891	\$86,703	\$89,690	\$92,711
25	\$81,895	\$84,891	\$86,703	\$89,690	\$92,711
26	\$82,918	\$85,914	\$87,726	\$90,712	\$93,733
27	\$82,918	\$85,914	\$87,726	\$90,712	\$93,733
28+	\$87,125	\$90,121	\$91,933	\$94,919	\$97,940

**Appendix D-Computer Network Specialists
Schedule 2019-2020**

	BA	BA30	MA	MA 30	MA 60
1	\$44,226	\$47,284	\$49,119	\$52,147	\$55,218
2	\$45,346	\$48,387	\$50,180	\$53,252	\$56,279
3	\$46,458	\$49,498	\$51,291	\$54,309	\$57,379
4	\$47,968	\$51,006	\$52,841	\$55,848	\$58,878
5	\$49,300	\$52,348	\$54,152	\$57,202	\$60,240
6	\$51,248	\$54,315	\$56,077	\$59,149	\$62,200
7	\$52,999	\$56,048	\$57,851	\$60,899	\$63,909
8	\$54,725	\$57,745	\$59,567	\$62,617	\$65,668
9	\$56,488	\$59,518	\$61,318	\$64,368	\$67,406
10	\$58,354	\$61,382	\$63,185	\$66,233	\$69,261
11	\$60,458	\$63,474	\$65,257	\$68,328	\$71,368
12	\$62,344	\$65,384	\$67,185	\$70,223	\$73,232
13	\$64,199	\$67,248	\$69,051	\$72,100	\$75,138
14	\$66,075	\$69,145	\$70,926	\$73,977	\$77,005
15	\$68,745	\$71,804	\$73,596	\$76,657	\$79,683
16	\$71,622	\$74,674	\$76,477	\$79,544	\$82,572
17	\$74,329	\$77,388	\$79,201	\$82,260	\$85,318
18	\$74,329	\$77,388	\$79,201	\$82,260	\$85,318
19	\$74,329	\$77,388	\$79,201	\$82,260	\$85,318
20	\$77,063	\$80,112	\$81,956	\$84,995	\$88,068
21	\$78,128	\$81,177	\$83,020	\$86,058	\$89,132
22	\$81,248	\$84,297	\$86,141	\$89,179	\$92,253
23	\$81,248	\$84,297	\$86,141	\$89,179	\$92,253
24	\$83,328	\$86,377	\$88,220	\$91,259	\$94,333
25	\$83,328	\$86,377	\$88,220	\$91,259	\$94,333
26	\$84,369	\$87,418	\$89,261	\$92,299	\$95,373
27	\$84,369	\$87,418	\$89,261	\$92,299	\$95,373
28+	\$88,649	\$91,698	\$93,541	\$96,581	\$99,654

**Appendix D- Computer Techs/Instructional Techs
Schedule 2017-2018**

	BA	BA30	MA	MA 30	MA 60
1	\$39,529	\$42,262	\$43,902	\$46,609	\$49,353
2	\$40,530	\$43,248	\$44,850	\$47,596	\$50,302
3	\$41,524	\$44,241	\$45,844	\$48,541	\$51,285
4	\$42,874	\$45,589	\$47,229	\$49,917	\$52,625
5	\$44,064	\$46,789	\$48,400	\$51,127	\$53,842
6	\$45,805	\$48,546	\$50,121	\$52,867	\$55,594
7	\$47,370	\$50,095	\$51,707	\$54,431	\$57,122
8	\$48,913	\$51,612	\$53,241	\$55,967	\$58,693
9	\$50,488	\$53,197	\$54,805	\$57,532	\$60,247
10	\$52,156	\$54,863	\$56,474	\$59,198	\$61,905
11	\$54,037	\$56,733	\$58,327	\$61,071	\$63,788
12	\$55,723	\$58,440	\$60,050	\$62,765	\$65,455
13	\$57,380	\$60,106	\$61,717	\$64,443	\$67,158
14	\$59,057	\$61,801	\$63,393	\$66,120	\$68,826
15	\$61,444	\$64,178	\$65,780	\$68,516	\$71,220
16	\$64,016	\$66,743	\$68,355	\$71,096	\$73,803
17	\$66,434	\$69,169	\$70,790	\$73,523	\$76,256
18	\$66,434	\$69,169	\$70,790	\$73,523	\$76,256
19	\$66,434	\$69,169	\$70,790	\$73,523	\$76,256
20	\$68,879	\$71,604	\$73,251	\$75,968	\$78,715
21	\$69,830	\$72,555	\$74,203	\$76,918	\$79,666
22	\$72,619	\$75,344	\$76,992	\$79,707	\$82,455
23	\$72,619	\$75,344	\$76,992	\$79,707	\$82,455
24	\$74,478	\$77,203	\$78,851	\$81,567	\$84,315
25	\$74,478	\$77,203	\$78,851	\$81,567	\$84,315
26	\$75,408	\$78,133	\$79,781	\$82,497	\$85,244
27	\$75,408	\$78,133	\$79,781	\$82,497	\$85,244
28+	\$79,234	\$81,959	\$83,607	\$86,323	\$89,070

**Appendix D-Computer Techs/Instructional Techs
Schedule 2018-2019**

	BA	BA30	MA	MA 30	MA 60
1	\$40,122	\$42,896	\$44,560	\$47,308	\$50,094
2	\$41,138	\$43,897	\$45,523	\$48,310	\$51,056
3	\$42,147	\$44,904	\$46,532	\$49,269	\$52,054
4	\$43,517	\$46,273	\$47,937	\$50,666	\$53,414
5	\$44,725	\$47,491	\$49,127	\$51,894	\$54,649
6	\$46,492	\$49,274	\$50,873	\$53,660	\$56,428
7	\$48,081	\$50,847	\$52,482	\$55,247	\$57,978
8	\$49,647	\$52,387	\$54,040	\$56,806	\$59,574
9	\$51,246	\$53,995	\$55,628	\$58,395	\$61,151
10	\$52,939	\$55,686	\$57,321	\$60,086	\$62,834
11	\$54,848	\$57,584	\$59,201	\$61,987	\$64,745
12	\$56,558	\$59,316	\$60,951	\$63,706	\$66,437
13	\$58,241	\$61,008	\$62,643	\$65,410	\$68,165
14	\$59,943	\$62,728	\$64,344	\$67,112	\$69,859
15	\$62,365	\$65,141	\$66,767	\$69,544	\$72,289
16	\$64,976	\$67,744	\$69,380	\$72,162	\$74,910
17	\$67,431	\$70,207	\$71,851	\$74,626	\$77,400
18	\$67,431	\$70,207	\$71,851	\$74,626	\$77,400
19	\$67,431	\$70,207	\$71,851	\$74,626	\$77,400
20	\$69,912	\$72,678	\$74,350	\$77,107	\$79,895
21	\$70,878	\$73,644	\$75,316	\$78,072	\$80,861
22	\$73,709	\$76,475	\$78,147	\$80,903	\$83,692
23	\$73,709	\$76,475	\$78,147	\$80,903	\$83,692
24	\$75,595	\$78,361	\$80,034	\$82,791	\$85,579
25	\$75,595	\$78,361	\$80,034	\$82,791	\$85,579
26	\$76,540	\$79,305	\$80,978	\$83,734	\$86,523
27	\$76,540	\$79,305	\$80,978	\$83,734	\$86,523
28+	\$80,423	\$83,189	\$84,861	\$87,618	\$90,406

**Appendix D-Computer Techs/Instructional Techs
Schedule 2019-2020**

	BA	BA30	MA	MA 30	MA 60
1	\$40,824	\$43,647	\$45,340	\$48,136	\$50,970
2	\$41,858	\$44,665	\$46,320	\$49,156	\$51,950
3	\$42,884	\$45,690	\$47,346	\$50,132	\$52,965
4	\$44,279	\$47,082	\$48,776	\$51,552	\$54,349
5	\$45,508	\$48,322	\$49,986	\$52,802	\$55,606
6	\$47,306	\$50,137	\$51,763	\$54,599	\$57,416
7	\$48,922	\$51,737	\$53,401	\$56,214	\$58,993
8	\$50,515	\$53,303	\$54,985	\$57,800	\$60,616
9	\$52,142	\$54,939	\$56,601	\$59,417	\$62,221
10	\$53,865	\$56,661	\$58,324	\$61,138	\$63,933
11	\$55,808	\$58,592	\$60,237	\$63,072	\$65,878
12	\$57,548	\$60,354	\$62,017	\$64,821	\$67,599
13	\$59,260	\$62,075	\$63,739	\$66,554	\$69,358
14	\$60,992	\$63,826	\$65,470	\$68,287	\$71,081
15	\$63,457	\$66,281	\$67,935	\$70,761	\$73,554
16	\$66,113	\$68,930	\$70,594	\$73,425	\$76,220
17	\$68,611	\$71,435	\$73,109	\$75,932	\$78,755
18	\$68,611	\$71,435	\$73,109	\$75,932	\$78,755
19	\$68,611	\$71,435	\$73,109	\$75,932	\$78,755
20	\$71,135	\$73,950	\$75,651	\$78,457	\$81,293
21	\$72,118	\$74,932	\$76,634	\$79,438	\$82,276
22	\$74,999	\$77,813	\$79,514	\$82,319	\$85,156
23	\$74,999	\$77,813	\$79,514	\$82,319	\$85,156
24	\$76,918	\$79,733	\$81,434	\$84,239	\$87,077
25	\$76,918	\$79,733	\$81,434	\$84,239	\$87,077
26	\$77,879	\$80,693	\$82,395	\$85,199	\$88,037
27	\$77,879	\$80,693	\$82,395	\$85,199	\$88,037
28+	\$81,830	\$84,644	\$86,346	\$89,151	\$91,988

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