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*AGREEMENT*

between

VICTOR CENTRAL SCHOOL BOARD OF EDUCATION

and the

VICTOR TEACHERS' ASSOCIATION

*Effective July 1, 2003 through June 30, 2007*

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ARTICLE I  
Recognition

The Board of Education of Central School District #1, Towns of Victor, Farmington, and East Bloomfield, Ontario County, and Perinton, Monroe County (hereinafter sometimes referred to as the "Board"), has recognized the Victor Teachers Association (hereinafter sometimes referred to as the "Association") as the exclusive bargaining agent for the unit described as follows: "The unit represented by the Victor Teachers Association shall consist of all classroom teachers and all others on the teachers' salary schedule, teacher assistants and all registered nurses. Excluded from the unit represented by the Victor Teachers' Association are all staff members employed in full-time administrative positions requiring administrative certification."

The parties hereto shall discuss and agree mutually on matters of common concern, including salaries, wages, hours, and other terms and conditions of employment and the administration of grievances arising thereunder.

Membership in the Association shall not be a prerequisite for employment or continuation of employment of any employee.

ARTICLE II  
Administrative Rights

The parties agree that the administration of the Victor Central School Board of Education and the direction of the working forces are solely and exclusively the function and prerogative of the Board and its administrators. All the rights, functions, and prerogatives of the administration and the exercise thereof which are not expressly modified by one or more specific provisions of this Agreement are reserved and retained exclusively by and to the Board and are not subject to arbitration or negotiation during the term of this Agreement.

The Association recognizes that all matters pertaining to the policies that affect the management and operation of the school system, including its educational and fiscal affairs, are the basic responsibility of the Board pursuant to the Education Laws of the State of New York except as these policies are modified by the terms of this Agreement.

ARTICLE III  
Professional Discipline

The Board and the Association accept the premise that basic to the recognition of the teacher as a professional is the fact that teachers must be prepared to assume the responsibilities applicable to their role as teachers and to the conditions set forth in this Agreement. Upon written request of the Administration, the Executive Committee of the Association shall take whatever action it deems appropriate when such responsibilities are not met.

The Association, through the building tenure committees, may submit a recommendation as to tenure to the Building Principals, who in turn shall submit such recommendation to the Superintendent, said recommendation to be advisory only. The Building Principals and the teachers of each building shall determine tenure committee guidelines. The Administration will provide a list of probationary teachers who are being considered for tenure.

The parties agree that the District may exercise its right to postpone tenure appointments for new teachers until the 4th year of that teacher's probationary appointment. A Credit, if appropriate, shall be awarded in accordance with New York State Law.

Teachers not on tenure may be discharged and removed from the teachers' salary schedule subject to the Fair Dismissal Procedure set forth hereinafter:

In the event a recommendation is to be made that a probationary teacher not be granted tenure or that the services of a probationary teacher be discontinued, the teacher shall be notified of the intended recommendation at least thirty (30) days in advance of the Board meeting at which the recommendation will be considered, and shall also be notified of the date of that Board meeting. If the teacher makes a written request not later than twenty-one (21) days prior to that meeting for a written statement setting forth the reasons for the recommendation, he shall be furnished with such a written statement within seven (7) days thereafter. The teacher may file a written response to such statement with the district clerk not later than seven (7) days prior to the date of the Board meeting.

In addition to the foregoing, a teacher who is under dismissal proceedings shall, upon written request, be granted a closed hearing before the Board of Education to be held prior to the date when action shall be taken by the Board. The purpose of this meeting will be to provide full disclosure by both parties relative to the dismissal. The Board shall use the information gained at this hearing in making their determination.

Any teacher whose services are to be terminated will be notified of same by May 1st of the school year and no teacher will be dismissed after said May 1st except in the event of unforeseen circumstances.

#### ARTICLE IV Association Representation

Association Representative defined: Within five (5) days after Association Officers and the Grievance Committee Chairperson are selected, and subsequently as changes occur, the Recording Secretary of the Association shall notify the Building Principals and the Superintendent in writing of the names of the teachers who have been selected by the Association as the Grievance Committee Chairperson, Chairperson of the Professional Education Committee, President, Vice-President, Recording Secretary, Treasurer and Building Representatives. Only teachers so designated in writing will be recognized by the Board or Administration as accredited representatives of the Association.

A. Association Activities: The Board and Administration will not discriminate against any teacher because of Association activities.

B. The Association will be granted ten (10) days of 1/2 day equivalents during each of the contract years for Association activities. The use of these days will be determined by the President of the Association. The Association is to give prior notice to the Superintendent, and the time is not to interfere with the teacher's responsibilities. The cost of the substitute will be borne by the Association.

C. The Superintendent shall provide time for the Association to meet with all new teachers during the District orientation session that is held prior to the opening of school.

D. The Association agrees that its Grievance Committee will handle all grievance matters outside of working hours whenever possible. Association Grievance Committee representatives shall be permitted to handle grievances arising under this Agreement in their area of jurisdiction during working hours without loss of compensation, provided that the time so spent is devoted to the prompt handling of grievances in accordance with Article V, Grievance Procedure, and the time spent does not interfere with classroom activity. The Superintendent agrees to provide a Building Committee Representative with notification of any written grievance filed by an aggrieved teacher, in the event a representative of the Association is not involved as an initial participant.

E. Grievance Committee Building Representatives: A Grievance Committee Building Representative's activities during work hours shall fall within the scope of the following functions:

1. To consult with a teacher or teachers regarding the presentation of the teacher's grievance.
2. To present a grievance to the Administration as provided in the Grievance Procedure of the Agreement.
3. To meet with an appropriate Administrator or other designated representative of the Board when necessary, to adjust grievances in accordance with the Grievance Procedure of this Agreement.

Grievance Committee and President: The Association activities of the Grievance Committee and the President during work hours shall not interfere with classroom activity.

F. Released Time NYSUT Representatives Assembly: Delegates of the Association will be granted released time with pay to attend the annual NYSUT Representatives Assembly. It is understood that any expenses, including the cost of substitutes, will be borne by the Association.

ARTICLE V  
Grievance Procedure

Introduction: The Chairperson of the Professional Education Committee and the Superintendent shall jointly interpret this Agreement during its duration in a sincere effort to obviate unnecessary grievances. Should differences arise between the Administration and its teachers with respect to the terms and provisions of this Agreement, an earnest effort shall be made to settle such differences promptly between the Administration and the Association in a manner hereinafter outlined. In all instances where the Association's representative is mentioned, it is understood that the President of the Association may designate another member of the Association to replace that officer.

Definition: The term "grievance" as used in this Agreement shall mean any claimed violation, misinterpretation or inequitable application of any existing rules, regulations, policies or written agreements which relate to or involve the employee in the exercise of the duties assigned him. The provisions of the Administrative Rights Article shall not be deemed to preclude the application of the grievance procedure as hereinafter set forth.

All grievances shall be presented and processed promptly according to the following procedure:

**Grievance Steps:**

Step 1: An aggrieved unit member and/or the Association's Grievance Committee Building Representative shall present the grievance in writing to the teacher's Building Principal for discussion. This meeting shall be held as soon as possible and in all events no later than twenty regular work days after the teacher or the Association knew or should have known of the action which led to the complaint: The Principal shall give his oral answer to the grievance no later than two regular work days after the oral discussion is completed.

Step 2: If a satisfactory settlement is not reached in Step 1, the Association Grievance Committee Chairperson may submit the grievance in writing to the Superintendent within ten regular work days from the date of the Building Principal's oral answer to Step 1. A discussion of the written grievance will be held among the aggrieved teacher, the Grievance Committee Chairperson, the aggrieved teacher's Building Principal and the Superintendent. This discussion will take place as soon as possible, and in all events no later than three regular work days after presentation of the written grievance to the Superintendent. The Superintendent will give his written answer to the grievance within three regular work days after this discussion.

Step 3: If the written answer in Step 2 does not resolve the grievance, the Association Grievance Committee Chairperson may request in writing a hearing before the Board. This request will be made to the President of the Board within ten regular working days following receipt of the written answer provided in Step 2 above. The Board shall answer the request in writing, giving the

time and place of the subsequent meeting. The Chairperson of the Association Grievance Committee shall acknowledge this communique in writing.

This review of the grievance will take place as soon as possible and in all events no later than five regular working days following the request for such discussion. This review shall permit the Grievance Committee to present the grievance to a majority of the Board. The Board shall give its written answer to the grievance within five regular working days after the adjournment of the Step 3 meeting.

Administration Grievance: If the Administration desires to file a grievance against the Association, such grievance will be presented in writing, signed by the Superintendent, and submitted to the Association President within five regular working days from the date of the action upon which the grievance is based. The Association will give the Board its written answer to the grievance within five regular working days after adjournment of the Step 3 meeting.

Time Limits: All time limits set forth in this Article shall be strictly adhered to unless the parties agree to an extension of such time limits in writing in one or more steps. In the event there is a violation of any of the time limits by the Association, the grievance shall be declared null and void. In the event there is a violation of any of the time limits by a Board representative or the Administration, the grievance may be advanced to the next applicable step of the grievance.

Grievances: All grievances presented in writing shall contain the following:

1. A statement of the facts upon which the grievance is based.
2. The law, rule, regulation, policy, or section of the written agreement alleged to have been violated.
3. The corrective action requested.

When a grievance originates which includes two or more teachers, one aggrieved teacher will be selected by the Association to act for the group as the aggrieved teacher throughout the various steps of the grievance procedure.

It is recognized that grievances may arise which involve Board or administration actions relative to the application of the provisions of this Agreement which are not under the direct jurisdiction of the Building Principal; and in such instances, the grievance will be reduced to writing, signed by the Chairperson of the Grievance Committee, and submitted in Step 2 of the grievance procedure to the Superintendent. All other grievances must be submitted in Step I of the grievance procedure.

The Administration and the Association shall be responsible for taking their own notes during each step of the grievance procedure and maintaining their own individual grievance records.

Both parties shall be entitled to a copy of all written documents submitted during any step of the grievance procedure.

The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved party, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The above records shall be available for inspection by the aggrieved employees and/or his representative and the Board and the Administration, but shall not be deemed a public record.

## ARTICLE VI Arbitration

### A. Contract Grievances

All grievances which have not been settled by the Grievance Procedure outlined in Article V, Grievance Procedure, shall be subject to arbitration at the request of either the Board or the Association. No items of dispute may be submitted to arbitration which are not within the terms of this Agreement or which are intended to question or limit the exercise or non-exercise of rights exclusively reserved to the Board and the Administration in Article II, Administrative Rights.

If either party desires to request arbitration, the following procedure will be followed:

The party requesting arbitration shall notify the other party in writing of its desire to submit a grievance to arbitration within ten (10) regular working days following the receipt of the written reply, as provided in Article V, Grievance Procedure, last sentence, Step 3.

Upon receipt of this written notice provided for in the above paragraph, the parties will jointly attempt to agree on a mutually acceptable arbitrator competent in the area of grievance and will obtain a commitment from such arbitrator to serve. If within ten (10) regular working days following written notification requesting arbitration the parties are unable to agree upon an arbitrator and/or unable to obtain a commitment from such arbitrator to serve, the moving party of the grievance shall file a demand for arbitration with the American Arbitration Association in accordance with the rules of that Association. The decision of the arbitrator shall be binding on both parties.

Before the written submission of the grievance to the arbitrator, the Board and the Association's Grievance Committee shall meet and determine the issue(s) to be submitted to arbitration. Failing an agreement on the issue(s) involved, each party shall submit in writing to the arbitrator, with a copy to the other party, the issue(s) they believe are to be determined by the arbitrator.

The jurisdiction of the arbitrator shall be limited to the adjudication of grievances, and he shall have no power to arbitrate away in whole or in part, or to add to or subtract from, or modify any of the express provisions of this Agreement. The arbitrator shall confine his decision solely to the issue(s) submitted to him by the parties, and his decision shall be binding on both parties. Only one grievance may be arbitrated at a time unless the parties mutually agree otherwise in writing.

The fees and expenses of the arbitrator and the costs for the hearing room will be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

B. 3020-a Option

1. In the event the Board finds probable cause exists for charges to be brought against a tenured employee pursuant to Education Law, Section 3020-a, the employee may elect to waive the statutory procedures under Section 3020-a and elect arbitration of the charges under Article VI based on just cause consistent with Education Law Section 3020-a.

2. The staff member shall notify the Superintendent in writing of his/her choice of procedure within ten (10) days of the receipt of the statement of charges. The statement of charges shall state the discipline to be administered.

3. Failure of the staff member to notify the Superintendent of his/her choice of procedures within the specified time period shall be deemed a waiver of rights to pursue either procedure.

4. Any suspension prior to the arbitration hearing shall be in accordance with the law at the time of suspension.

5. The parties agree to select an arbitrator pursuant to the rules of the American Arbitration Association and set up dates for a hearing as quickly as possible without undue delay. The arbitrator will render a decision within the time specified under Education Law §3020-a.

6. The costs of the arbitration shall be borne equally by the District and Association. The decision of the arbitrator shall be final and binding.

ARTICLE VII  
Joint Leadership Committee

A. The Board and the Association believes that periodic meetings may lead to a better understanding and improve communications between the parties. Therefore, it is agreed to establish a joint committee to meet as hereafter provided. This committee shall not consider grievances and it is expressly agreed that the committee or its members shall in no way abrogate or modify Article II, Administrative Rights, or the provisions of Article XXII, Complete Agreement.

B. The Board's committee shall consist of the Superintendent and up to five (5) members, other than teachers, designated by the Board. The Association's committee shall consist of the President and up to five (5) others designated by the Association.

C. The Joint Committee meetings will be held no less frequently than every thirty (30) days during the school year, and within the school day, except by mutual agreement. Either party may request a meeting by giving at least seven (7) days written advance notice and a suggested agenda. No later than three (3) working days prior to the agreed upon date of a meeting, a designee of each party will meet to mutually agree upon the items to be discussed. Such agreed upon items shall constitute the agenda for the meeting.

ARTICLE VIII  
Leaves of Absence

A. Sick Leave

1. Sick Leave. Any teacher on the salary schedule shall be eligible for twelve (12) days paid sick leave during any one school year. Any unused sick leave shall be carried over and accumulated from year to year to a maximum of 240 days. Sick leave shall be defined as personal illness or injury of the teacher. The Administration may require medical opinion relative to such illness or injury.

A unit member who has reached the maximum number of sick days (240) shall receive 12 sick days commencing at the beginning of the year after the individual achieves such maximum. Thereafter, absenteeism due to illness shall be deducted from the 12 days as needed before diminishing the maximum accumulated sick days. This shall be effective as of July 1, 1995.

2. Sick Leave Bank. The Board will maintain a sick leave reserve to aid teachers who suffer prolonged illness and whose sick leave becomes exhausted during an extended period of illness or disability.
  - a. For each year of this agreement and in each subsequent year during which the sick leave bank continues in effect, the maximum number of days available in the bank will not exceed approximately 500 days.

- b. Each teacher on initial enrollment in the bank will donate two days of his/her sick leave to the bank and one day each additional year thereafter until there are approximately 500 days, excepting new membership. No more days will be added, except by new membership, until the bank is depleted to 250 days. Those teachers joining as new members after the date of this contract shall contribute two days the first year of participation and one day each year thereafter until they reach the maximum given by any one member (*i.e. all members of the bank shall give the same number of days over an extended period of time.*) In the event the bank is depleted to 250 days, members will be required to contribute a like number of additional days. The chairperson of the sick leave bank committee will be responsible for the bookkeeping in cooperation with the business manager.
- c. Once in the bank, a member cannot withdraw except in writing to the Association President and the days contributed would be forfeited. The Association President will as soon as possible notify the district office in writing of any teacher withdrawal.
- d. New participating teachers must indicate an interest in the bank and make their contributions by October 1st of each year, or by the 30th day after date of hire or return.
- e. Only active members of the bank may withdraw days. A member may not withdraw days from the bank until his/her own accumulated sick leave is depleted. In any case, the participant must have been absent because of illness for 15 consecutive school days prior to commencement of the sick leave bank benefits.
- f. A committee, consisting of two members appointed by the President and two members appointed by the Superintendent, will be responsible for procedure and guidelines to administrator the bank.
- g. The committee may request a written statement of the teacher's physical condition from a duly licensed physician.
- h. Part-time teachers shall donate days to the bank on a pro-rated basis in accordance with their appointment. Should they need to withdraw days, those days, if awarded, shall be pro-rated in accordance with their appointment.

B. Bereavement, Family Illness, or Emergency Leave

A maximum of three paid days during any one school year shall be allowed for illness in the family or the death of someone in the family or a close friend of the staff member. These days may

be cumulative as sick leave. Additional days may be allowed subject to the discretion of the Superintendent.

C. Personal Leave

Any teacher on the salary schedule shall be eligible for three paid days during any one school year to be used for personal business which cannot be conducted except during the school day. In the event of an emergency and the teacher has used all personal days, the teacher may make written application to the Superintendent requesting permission to use a sick leave day.

Whenever possible, a written request for a personal day shall be submitted to the Building Principal no later than two days in advance, indicating the dates of such request, and the signature of the requesting teacher. A specific reason for days of personal obligation shall not be required or requested. Any unused personal days shall accumulate as sick days at the end of the school year.

The Administration reserves the right to reject such a personal day request if it extends a school vacation or interferes with review prior to examinations. It is agreed that personal leave is not to be taken for recreational or vacation purposes.

D. Visitation Days

Visitation days may be granted to a teacher upon request to a Building Principal for the purpose of observing and strengthening the instructional program of the District, such visitation to occur within or outside of the Victor Central School District with no loss of pay.

E. Leaves Without Pay

Whenever possible, teachers desiring leaves of absence without pay, other than maternity, adoption, or extended sick leave (*a discretionary leave*), shall file a written request for such leave with the Superintendent by March 1st of the school year prior to that in which the leave is desired. The Administration may require a physician's statement of fitness to perform the duties of the job in the case of a teacher returning from any leave of absence which includes a period of disability. For the leaves outlined below, a teacher may apply to return from such leave for the beginning of a school year or semester only, and application for such return must be made by March 1st if the return will be at the beginning of the school year, or by October 1st, if the return will be for the beginning of the second semester.

1. Professional Growth Activity Leave -- In order to provide an opportunity to members of the professional staff to perform in an activity of special significance, which will result in professional growth, one leave of absence without pay shall be granted to a tenured teacher by the Superintendent with the approval of the Board of Education for every 125 full-time professional staff or majority thereof. The leave of absence may be one or two years in duration in the following areas: an elected or appointed office; or to join the Peace corps, VISTA or Teacher Corps. The tenured professional

staff member is to file a written request with the Superintendent indicating the purpose and/or details of the request. Upon return, provided the activity performed during the absence in accordance with the foregoing involves a teaching activity only, such teacher shall be entitled to reinstatement to a position in the District comparable to the one held prior to the leave and shall re-enter the school at the salary level he or she should have attained had he or she remained in the District. For other activities the teacher shall return to the school at the same salary level in existence at the time of departure.

2. Other Discretionary Leaves -- Leaves of absence without pay may be granted upon written request at the discretion of the Superintendent. The Association may make recommendations to the Superintendent concerning such requests, but the granting or disallowance of leaves of absence without pay or the return to active employment of teachers after leaves in excess of one year shall not be a matter subject to the grievance procedure. A teacher returning from a leave of absence without pay after the start of a new semester may be assigned to another position in his/her tenure area at the discretion of the Superintendent. A teacher returning from a leave of absence without pay before the start of a new semester shall be reinstated to his/her former position, if available, or, if not, a position in his/her tenure area.
3. Leave for Armed Forces -- Employees entering the Armed Forces of the U.S. shall be terminated and reinstated in accordance with applicable Federal Law.
4. Child Care Leave -- A teacher will be granted a child care leave provided that the teacher gives at least 90 days notice prior to the commencement of the leave. Such notice is to be given so that the District will have the opportunity to obtain a qualified substitute teacher. The request for child care leave shall include the date when the teacher wishes to commence the leave, as well as the anticipated date of return from the leave.

The child care leave, shall be for a period not to exceed two years commencing from the date the leave is taken. A teacher may apply to return from such leave for the beginning of a school year or semester only, and application for such return must be made by March 1st if the return will be at the beginning of the school year or by October 1st if the return will be for the beginning of the second semester. The teacher shall be reinstated to the former position, if available, or if not, to a position in his/her tenure area. The Board shall give the teacher the option of continuing dental and health insurance coverage through the group plan at the teacher's expense during the child care leave.

5. Adoption Leave -- A leave of absence shall be available on request for a period not to exceed two years to a teacher adopting a child up to ten years of age or younger, or a handicapped child. This leave shall be available for the first year after the adoption of the child or the leave shall commence prior to receiving such custody, if it is

necessary to fulfill the requirements for adoption. A written request for such leave shall be submitted as soon as is reasonable under all of the circumstances, but in no event later than 90 days prior to the commencement of the leave, except in case of emergency, in order to afford the District the greatest opportunity to obtain a qualified substitute teacher. However, it is understood that a teacher adopting a child may commence the leave sooner than the 90 days provided for above in case of an emergency.

The teacher shall provide the District with sufficient verification of such adoption or a letter from the adoption agency stating that the leave prior to the actual adoption is a necessary condition of the adoption. A teacher may apply to return from such leave for the beginning of a school year or second semester only, and application for such return must be made by March 1st if the return will be at the beginning of the school year or by October 1st if the return will be made for the beginning of the second semester. The returning teacher shall be reinstated to his/her former position, if available, or, if not, a position in his/her tenure area.

The Board shall give the teacher the option of continuing Blue Cross-Blue Shield coverage through the group plan at the teacher's expense during adoption leave.

6. Teacher Exchange Leave -- Upon recommendation of the Superintendent and approval by the Board of Education, a tenured teacher may be granted a leave of absence for one or two years without pay, for the purpose of participation in a teacher exchange program. Such leave shall be mutually arranged by the teacher, his/her Building Principal, and the Superintendent, and may be granted to one teacher annually. Upon return, such teacher shall be entitled to reinstatement to a position in the District, comparable to the one held prior to the leave, and shall re-enter the system at that salary level he or she would have attained, had he/she remained in the District. All applications for Teacher Exchange Leaves shall be submitted to the Board of Education by March 1st of the school year prior to that in which the leave of absence is requested. Teacher Assistants are not eligible.

7. FMLA

All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993 where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

F. Job Share

Tenure unit members may apply for job sharing. The District will determine the availability of the job sharing positions. Teacher(s) wishing to share a position shall apply in writing to the Superintendent of Schools by March 1. Application should be made on a one-year basis and must be reviewed every year.

- a. Job Sharing shall be defined as two (2) association members sharing one (1) full-time position. Job sharing assignments shall be filled only by Association members who have agreed to work together under a mutually developed plan.
- b. Unit members shall be paid on a prorated basis of their appropriate salary schedule.
- c. Unit members shall retain full seniority earned prior to becoming a job sharer. Additional seniority shall not accrue during the time served as a shared teacher.
- d. Job sharers shall attend full workshop days, open house, and such other professional meetings as may be required without the payment of additional salary.
- e. Job sharers may substitute for each other with the approval of their supervisor.
- f. Applications may or may not, in the Superintendent's sole discretion, be approved on a yearly basis.
  1. If denied, the unit member shall be notified no later than May 1, and the reason for denial be given in writing.
  2. At the time an application is approved, the unit member(s) shall agree in writing:
    - i to their school and subject assignment for the year
    - ii to the rate of compensation for the assignment
- g. Job sharers shall be granted a leave of absence from their prior positions for the time of the job share. Upon the conclusion of a job sharing position, a unit member shall return to a full-time position in the District, consistent with the Education Law and this Agreement, with all rights and benefits unless the job sharing position is continued for another year.
- h. Job sharers shall be entitled to all provided benefits at the level consistent with their part-time status.

ARTICLE IX  
Sabbatical Leave and Teacher Awards

A. Sabbatical Leave

Consistent with the intent of the Board of Victor Central School District to provide and maintain an atmosphere which stimulates, encourages, and assists the professional growth and development of the teachers and strengthens the instructional program of the District, the following Sabbatical Leave Policy is adopted:

1. At the discretion of the Board of Education, not more than one full year or two half years' sabbatical leave may be granted during one school year.
2. A permanently certified teacher who has served the District for seven years may, upon recommendation of the Superintendent, and with the approval of the Board of Education, be granted a leave of absence for study or travel.
3. Applicants must file with the Superintendent a statement of the definite purpose for which the leave is desired. If the leave is for study, the institution and the courses to be taken must be stated. In case of travel, the specific objectives which are sought through such travel must be stated. The statement shall also indicate the definite benefits to the District that may accrue as a result of the applicant's proposed study or travel program.
4. Application must, whenever possible, be submitted by the first of March prior to the year in which leave is desired. A written decision must be received by the applicant within thirty (30) days from the date of receipt of application by the Board of Education.
5. Priorities in Selection -- In case the number of applicants exceeds the number of sabbatical leaves allocated, the selection will be based on the following criteria:
  - a. The best interests of the District in making this investment in the professional growth of the recipient shall be considered in selecting the successful applicant.
  - b. The need to strengthen a department or to prepare a person in an area of great shortage shall be considered.
  - c. Total length of service in the District will be weighed.
  - d. Fair distribution among grade and high school positions shall be allowed for.
  - e. Contingent upon the availability of substitute teacher.

f. Teacher Assistants are not eligible.

B. Once Sabbatical Leave Has Been Granted

1. A teacher granted sabbatical leave shall be required to submit a report to the Superintendent each semester of leave, indicating the extent to which the stated objectives have been realized. If such reports are unsatisfactory, the leave may be terminated by the Board at the recommendation of the Superintendent.
2. Sabbatical leave shall be granted for one person for one full year or two persons for a half year each. A teacher on sabbatical leave will receive half salary in accordance with his position on the District's salary schedule during the year or half year for which the leave is granted, exclusive of remuneration paid for extra classroom assignments. In addition, an allowance of 5% of the recipient's annual salary shall be paid for each dependent up to a total of three (3). Dependent shall mean spouse and children.
3. A teacher on sabbatical leave shall be awarded annual salary increments, any general salary increases which may accrue in his absence, and all benefits accorded the rest of the professional staff during this period of absence.
4. The recipient of a sabbatical leave shall be required to file a written agreement to return to the School District for one full year following the expiration of the leave. If the recipient does not do this, he shall be required to repay the District in full the salary that has been paid to him while on sabbatical leave.

C. Teacher Awards

For each year of the contract, commencing July 1, 2000, an allocation of \$20,000 will be requested for teacher awards in the annual budget. Teachers desiring to submit teacher award applications for projects undertaken in the summer shall submit application by April 15th, whenever possible. Waiver of the April 15th submission date shall be at the discretion of the Awards Committee. Pending the availability of funding, applications for teacher awards may be made during the school year for projects which can be completed by June 30th of that year. Teacher Assistants are not eligible.

The application process specified above shall be used during each year of the contract period. Teacher award applications shall be considered in conjunction with the following guidelines:

1. Awards may be made to teachers for the following purposes:
  - a. To encourage the teacher as a lifelong learner and/or in professional enrichment;
  - b. To coordinate curriculum beyond normal planning and preparation;
  - c. To allow for educational research and/or support experimental approaches;
  - d. To allow teachers to create a resource base that supports the curriculum and students' needs;
  - e. To provide for teachers authoring their own materials/texts.
2. Awards shall be made by the Awards Committee composed of four teachers (one from each building: Primary, Intermediate, Junior High and Senior High) appointed by the Victor Teachers' Association and two administrators appointed by the Superintendent. Membership on the Committee shall not bar members from applying for awards.
3. Awards shall be made on the basis of a written application filed at least 30 days before the start of the award, and the Awards Committee may require interviews with the applicant. Teacher award applications will be co-signed by the applicant's building principal.
4. Awards may not be used to fulfill requirements for certification, either provisional or permanent.
5. Recipients of awards shall return to their position in the District for at least one full semester or forfeit the award, and a written agreement to return to the District for the one full semester shall be required prior to the award.
6. Awards will be given for projects which will not interfere with the usual instructional time or school year, unless the participant receives permission from the Superintendent.
7. The Awards Committee may vary the above guidelines if unusual circumstances so warrant, except that the Committee may not excuse people during the required school days.
8. All awards will be granted for projects taking place during one fiscal school year and must be completed and reimbursed prior to June 30th of that year with the exception of teachers who embark on the National Certification project which requires two consecutive years of commitment. No other monies will be carried forward to the

succeeding school year, and the Committee will not consider any other multi-year commitments.

9. A written report of all teacher award proposals and their allocations shall be submitted to the Teacher Awards Committee by September 30 of the school year following the granting of such awards.

## ARTICLE X Professional Improvement

### A. In-service Program

An in-service program will be available for the teachers of the school system. The purpose of this program will be to provide a framework within which teachers may have the opportunity to keep abreast of changes within their subject matter field or in the profession generally.

Professional consultants may be used and released time may be granted for such programs and follow-up activities that are in the interest of strengthening the instructional program of the school system.

An in-service credit system shall be instituted whereby the Board and the Association weigh the time consumed, work involved, institution, and programs undertaken for the purpose of allotting credits earned. Although both graduate and undergraduate courses may be eligible for in-service credit, specific guidelines for applying for in-service programs and courses are to be found in the Faculty Manual.

There will be no cap on graduate/in-service credit for salary purposes. Prior approval of courses for salary credit is not necessary for any in-service programs sponsored by the District and/or the Victor Teaching Center. Any additional salary increase for six (6) completed in-service credits shall be adjusted in October and February of each school year.

### B. Graduate Courses

1. Release Time for Graduate Courses - Teachers shall not be released early during the regular school day to take courses for the purpose of going beyond professional certification. However, teachers may be released not more than one hour early during the regular school day for the purpose of professional certification upon written approval from the Building Principal. Adequate coverage of pupils, acceptable to the Building Principal, shall be provided by the teacher leaving for a graduate course before the close of school day.

2. Prior Approval of Courses - Teachers who are registered in a master's degree program or who are working for certification within their tenure area shall not be required to obtain prior approval. Teachers who are working for further degree programs beyond the master's degree or beyond certification shall obtain prior approval from the Assistant Superintendent on a form to be

provided for that purpose. This form shall indicate the course discipline and objective for taking the course. Approval shall be at the discretion of the Assistant Superintendent and failure to obtain approval may mean that no credit will be awarded on the salary schedule.

3. There will be no cap on graduate/in-service credit for salary purposes for the duration of the agreement.

4. Any additional salary increase for six (6) completed graduate credits shall be adjusted in October and February of each school year.

C. Curriculum

The Board and the Association agree that services of the professional administration and teaching personnel in our school system shall be utilized in planning and revision of curricula. Such services shall be rendered in a manner mutually agreed upon by the Board and the Association.

The following payment schedule will be utilized when the activity occurs at other than regular school times:

	<u>2003/04</u>	<u>2004/06</u>	<u>2006/07</u>
Staff Developers*	33.75/hr	35.00/hr	36.50/hr
Summer Student Instruction, Curriculum Writing, Teacher Awards			
*(Minimum or negotiate)			
Attending training	24.00/hr	25.00/hr	26.00/hr

*\*Staff developers will negotiate terms and conditions of employment. The district is obligated to the hourly minimum as listed above for staff developers.*

D. Conferences

The attendance of teachers at a reasonable number of conferences and meetings of professional organizations is encouraged as a means of keeping up with current research, thinking, and practices in the various fields of education when it appears this attendance will contribute to the effectiveness of the teacher or the school system. Approval for the attendance of teachers at conferences shall be the final responsibility of the Assistant Superintendent for Curriculum and Instruction as delegated by the Superintendent. The Assistant Superintendent for Curriculum and Instruction may reserve the right to make exceptions to the following rules and regulations when teachers are requested to serve on committees, speak, or are officers of an association.

1. Recommendation for attendance of teachers at conferences shall be made by the Department Chairperson, or Grade or Family Coordinator, and Building Principal.
2. Applications for attendance of teachers at conferences shall be made by the Department Chairperson, or Grade or Family Coordinator, and Building Principal.
3. If a conference or workshop is after school hours where an overnight stay is not required, it may be possible for several members of a department or grade level to attend with expenses paid by the District. Clearance for requests shall be the same as indicated in item #1.
4. Budgeted, allowable expenses for conferences and workshops, such as rooms, meals, tolls, and registration shall be paid in full by the Board. If more than one teacher from the District attends a conference, mileage will be paid for only one vehicle. Transportation shall be pooled with neighboring school districts when possible. School-owned vehicles shall be driven when available.
5. Current mileage rate is the maximum allowable rate set by the Internal Revenue Service; not to exceed the round-trip coach airfare to and from the destination. When it is more economical to travel by air and where prior approval of the Assistant Superintendent for Curriculum and Instruction has been secured, the cost of airfare will be paid in full.
6. No claim for expenses of teachers attending conferences shall be audited, allowed, or paid unless there is attached thereto a travel order or similar document signed by the Assistant Superintendent for Curriculum and Instruction authorizing the claimant to attend such conference.

Such document shall include:

Request for a approval for c onference a ttendance (*request, r eview, a nd e stimated expenses*)

Travel expense voucher (*with attached receipts*) Report

1. Teachers are urged to take advantage of the opportunity to participate in local and state professional conferences. Priorities for attendance at these conferences may be established by the Board when more than one person requests attendance at a particular conference.

Expense for representatives of the VTA at the annual NYSUT Representatives Assembly, or any other meetings sponsored by NYSUT, will be paid by the VTA, including the cost of substitute teachers.

As a result of the study by an Administration-Association Committee in 1970-71, Article X(C) of the negotiation agreement spells out in detail exact procedures to be followed in requests to attend conferences.

All reasonable and verifiable expenses will be paid by the Board of Education for approved conferences.

Following a review of procedures for teachers to attend conferences, rotational schedules have been adopted for each department by Building Principals, Department Chairpersons, and Coordinators to assure that each teacher will have an equal opportunity to attend conferences related to his or her department.

In areas having Department Chairpersons/District Coordinators, the Department Chairperson/Coordinator will sign the conference request form indicating that the request is appropriate, in accordance with the rotational schedule of the department. The Building Principal will also sign the form indicating that funds are available in the budget; or, he will deny the request if it is not in accordance with the rotational schedule or if funds are not available in the budget. In the latter event, the request will be returned to the teacher. All request forms are to be forwarded to the Assistant Superintendent for Curriculum and Instruction for approval/disapproval after being approved by the appropriate Building Principal in a timely manner.

E. Administrative Interviewing

The Administration will actively include the Association President or his/her designee in the interviewing process for administrative personnel when vacancies occur in the District. The procedure by which the Association will be involved in the interviewing process will be determined by the Superintendent and the Board of Education in each instance. All decisions will be reserved to the discretion of the Superintendent and the Board of Education.

ARTICLE XI  
Right to Know

Upon two days prior written notice, teachers who are members of the negotiating unit shall be provided an opportunity to review their personnel file, except for pre-employment references and credentials, in the presence of the Director of Human Resources or other appropriate administrator in his absence. Such teachers shall have the right to add statements or responses to their file in connection with any matters therein contained which such teachers deem to be adverse. This right of review shall be limited to once each semester in each school year. In accordance with the foregoing, personnel files shall be available for inspection at a time mutually agreeable to such teacher making the request and the Personnel coordinator or other appropriate administrator.

Any complaint of substance regarding a teacher who is a member of the negotiating unit made by an Administrator or to the Administration by a parent, student or other person will be called

to the attention of the subject teacher. Prior to the inclusion in a teacher's file of any statement or correspondence the subject teacher will be provided an opportunity to see and read such material. Such teacher shall initial the material indicating that he or she has observed same, which initialing shall not necessarily mean that he/she agrees with its contents.

ARTICLE XII  
Observation and Evaluation

A. Policy

The following policy shall govern all unit member observation and evaluation:

1. All monitoring or observation of the work performance of a unit member will be conducted openly, with full knowledge of the unit member. Evaluation should be personalized with each unit member and should relate to teacher effectiveness in the classroom, and/or regular work environment.

2. Unit members will be given a copy of any class or worksite visit or preliminary evaluation report prepared by their Administrator. No such report shall be submitted to central administration, placed in a unit member's file, or otherwise acted upon without a prior post-conference with the unit member.

3. Tenured unit members may choose the Alternate Supervisory Assessment Program (ASAP) in accordance with the ASAP document agreed upon by the Association and District.

4. Newly hired teachers shall be included in the Mentor-Intern Program in accordance with the Mentor-Intern document agreed upon by the Association and District.

B. Teacher Evaluation

The chief purpose of the evaluation of staff shall be (a) to maintain a highly qualified, competent staff, and (b) to promote its continuing development. To further these purposes, the Administrative personnel responsible for the evaluation of staff shall acknowledge the right of the unit member to:

1. Know how well he/she is performing the duties and responsibilities of his position.
2. Know the areas in which improvement is needed.
3. Have candid appraisal of his/her work.
4. Discuss his/her evaluation reports with his/her supervisor.
5. Seek and receive supervisory assistance where needed.

C. Procedure for Evaluation

1. The number of formal evaluations will vary according to the individual unit member's tenure status and to factors related to his growth. The Administration will not unreasonably deny a unit member's request for additional classroom observations and evaluations.

2. Non-tenured unit members shall be observed at least three times per year with at least one observation taking place prior to November 1st of each school year, and the final observation prior to April 15th of each school year.

Tenured unit members shall be observed at least once each year prior to April 15th of each school year.

3. Whenever possible, each formal evaluation will be preceded by a pre-conference at which the unit member's plans for the lesson are to be discussed. A formal evaluation will follow and will cover a complete lesson or class period. This will be followed within three days by a post-conference during which the unit member's performance will be evaluated and the evaluation discussed. The written report of the observation and evaluation will be presented to the unit member within ten (10) school days of the observation, where possible, but in no event later than twenty (20) school days. The written report is to be signed by both the evaluator and the unit member and returned by the unit member within five school days of receiving the same. The signature does not necessarily constitute agreement with the evaluation. Unit member comments may be added to the written form.

4. Evaluations in which there are questions concerning subject matter competency will be supported by subsequent formal evaluation by supervisors knowledgeable in the subject matter area.

ARTICLE XIII  
Intervention and Support Program

1. The intervention and support program is designed to offer resources to help improve the performance of teachers in their professional instructional duties. The program will be administered by the Mentor Panel.

2. A teacher may volunteer for intervention, or may be recommended in writing for a plan for improvement by the teacher's building principal or a District administrator. Such written recommendation is appropriate when a teacher's performance is documented as to not meeting the class performance criteria as documented by the direct supervisor or administrator. The Superintendent will review the recommendation and may meet with the teacher, administrator and other teaching professionals if necessary. The Superintendent will make a determination. If the Superintendent agrees that referral of the teacher is appropriate, the referral will be forwarded to the Mentor Panel. The referral for intervention may contain a recommendation as to a plan for improvement.

3. The Mentor Panel will confirm that the referral is appropriate by a process which may include but is not limited to gathering data and interviewing the administrative and teaching professionals. If the referral is not appropriate, the Mentor Panel shall so notify the teacher and the Superintendent and indicate why the referral is not appropriate.

4. If the Mentor Panel accepts the referral, the teacher, Peer Mentor and administrator shall develop a plan of improvement and support which may include, but not be limited to, assistance by a mentor, mandatory in service, other professional studies, participation in the District's Employee Assistance Program, or other prescribed action plans. The plan will contain the following:

- Identification of the specific behavior, performance or techniques which are in need of improvement.
- Identification of the specific behavior, performance or standards required for acceptable performance.
- Outline a program designed to achieve acceptable performance listing specific performance directives.
- Establish a timetable for the required improvement in performance.
- Specify the timetable and method for evaluating the teacher's improvement, with more than one administrator evaluating performance.
- Notify the teacher that improvement of performance to an acceptable level in accordance with the standards is expected.

The teacher will receive copies of all evaluations and may submit a reply within ten school days of receipt.

5. Upon completion of the plan, or at such times indicated in the plan, the Mentor Panel will report in writing on the completion of the plan of improvement to the Superintendent, the VTA president, the referring individual(s) and the teacher in the intervention program.

6. If the determination of the evaluators identified in the plan is that the intervention was not successful, and the District does not commence formal disciplinary action, the District may determine to require the teacher to enroll in an in-service or college course relevant to the perceived program, not to exceed three credit hours per semester, or other similar remedial plan. If a teacher disagrees with the determination of the evaluators, he/she may appeal the decision to the full Mentor Panel within five school business days of the receipt of the decision of the evaluators. The Mentor Panel shall then convene, hear the teacher's objections, and issue its decision within ten school business days. Such decision will be forwarded to the Superintendent in the form of a recommendation.

7. If the District is considering a 3020-a proceeding for a tenured member of the staff, based upon continuing unsatisfactory classroom performance, that member shall have been placed in the intervention and support program unless the Mentor Panel denied referral to that program.

8. Nothing contained herein shall prevent the District from immediately filing disciplinary charges under Section 3020-a of the New York State Education Law for reasons other than classroom performance.

9. Effective September 1, 2000, the District will hire one additional mentor/staff developer.

#### ARTICLE XIV Jury Duty Pay

Any teacher who must be absent from work in order to serve as a juror shall be paid for the time actually lost from work less any amount received by the teacher as juror fees. A teacher must provide his Building Principal with a statement filed by an official of the court certifying as to the teacher's service as a juror or appearance in court for that purpose, the date or dates, and hours of attendance and the compensation paid him, exclusive of transportation allowance.

#### ARTICLE XV Retirement

##### A. Retirement Plan

The Board agrees to continue the New York State Teachers Retirement Plan in effect as of the date of signing of this Agreement applicable to the teachers for the term of this Agreement. The Board agrees to make any changes in the Retirement Plan applicable to the Laws of the State of New York.

B. Retirement Incentive

When a teacher first becomes eligible for retirement without penalty under the New York State Teachers' Retirement System and meets the following eligibility requirements, that teacher shall be permitted to elect early retirement effective at the end of the first semester or June 30 and receive retirement incentive benefits.

Eligibility

1. Fifteen (15) years of full-time service in the Victor Central School District immediately prior to retirement.
2. The unit member must retire in the school year in which the unit member is first eligible for retirement without penalty under the provisions of the New York State Teachers' Retirement System, or in the school year immediately following. A unit member who will meet the eligibility criteria for retirement on or before August 31<sup>st</sup> shall be eligible to retire at the end of the immediately preceding school semester, June 30<sup>th</sup>.
3. Submit an irrevocable written letter of resignation to the Board by January 15 for retirement at the end of the school year in which unit member is retiring. An exception to this deadline may be granted by the Superintendent of Schools.

Benefits

The retirement incentive benefit shall be 37% of final salary (base, Masters and hours) not to exceed \$30,000. (Teacher Assistants are entitled to 70% of this benefit.)

At the discretion of the Superintendent the resignation deadlines and date of retirement may be waived.

C. Health Insurance

1. For teachers who retire from this District in July 1, 2003 – June 30, 2007, and who have at least fifteen (15) years of credited service in the Victor Central School District, the Board will pay the same premium percentage as paid for current unit members. Teacher Assistants are entitled to 70% of this benefit.
2. The above benefit will continue for a maximum of 15 years. For each year the retiree does not take insurance from the District under this provision the retiree can extend the benefit at and beyond age 70 for an equal number of years. Should the retiree die prior to the expiration of the retiree's paid health insurance, the surviving spouse may elect to continue health insurance coverage through the district's group plan at his/her expense.

3. At the expiration of the retiree's health benefit, retirees or surviving spouses may elect to continue in the District Group Health Plan. The retiree or surviving spouse will assume 100% of the premium costs.

4. Retirement health insurance benefits are governed by the terms of the contract in effect at the time of retirement. A VTA retiree who moves out of the coverage area for their health maintenance organization, at retirement or at any point during retirement, may elect to carry Blue Cross Blue Shield Blue Million with the school district paying 90% of the total premium.

D. Beginning in 2003/2004, the District will process the retirement incentive payment through a tax deferred plan agreed to by the parties to this agreement, so long as that is permitted by IRS law and New York State Teachers' Retirement System regulation.

ARTICLE XVI  
Health Insurance

The Board agrees to continue the hospital/medical insurance plans in effect as of the signing of this agreement, or a comparable insurance plan, mutually agreed upon by the District and the Victor Teachers Association applicable to all persons covered under this agreement.

A. The hospital/medical insurance plans in effect for this agreement will be the Blue Cross/Blue Shield Non-Monroe County Municipal School District Program, Preferred Care, Blue Choice, and Non-Monroe County Municipal School District Program Blue Point 2 Select.

B. The District also agrees to contribute the full premium for the Blue Million Catastrophic Illness and Drug Prescription Riders. Commencing on July 1, 1986, the Board shall pay the full amount for the Blue Cross/Blue Shield Unmarried Dependent Student Rider. (See, however, next paragraph).

C. Effective as of July 1, 1994, all unit members shall contribute five percent (5%) toward their hospital medical insurance premium. Effective as of July 1, 1996, all unit members shall contribute a total of ten percent (10%) toward their hospital medical insurance premiums.

D. Effective July 1, 2000 unit members will contribute 5% toward the Blue Choice Select medical insurance. Any unit member choosing Blue Choice Select shall have \$200 placed into an IRS approved 105 plan.

E. For new hires on and after July 1, 2000 the District will contribute towards health insurance coverage up to the amount equal to 95% of the Blue Choice Select premium. The unit member will be responsible for any additional premium for the coverage chosen.

F.1. Unit members who begin probationary service on or after July 1, 2003, will have 95% of the Non Monroe County Municipal School District Program (NMCMSOP) Blue Point 2 Select premium paid by the District. Unit members who join Blue Point 2 will receive \$300 in a 105 plan. Blue Point 2 Select will be made available as an option to current unit members with the district paying 95% of the premium on July 1, 2003. Unit members who join Blue Point 2 Select will receive \$300 in a 105 plan.

F.2. Effective July 1, 2004, the base health insurance plan for all unit members will become the NMCMSDP Blue Point 2 Select managed care plan. The School District will pay 95% of the Blue Point 2 Select premium, and the district's contribution to all other health insurance programs will be pegged at 95% of the Blue Point 2 Select premium. Unit members who join Blue Point 2 Select will receive \$300 in a 105 plan. The District will continue to pay 90% of Blue Cross Blue Shield Blue Million through June 30, 2005.

F.3. Effective July 1, 2005, only those unit members enrolled in Blue Cross Blue Shield Blue Million as of June 30, 2005 may continue to receive 90% of that premium paid by the District.

G. Effective July 1, 2000 any unit member who elects not to take health insurance coverage from the District shall receive a payment of \$1,200. The payment will be made in two equal payments in January and June of each school year. In order to be eligible for the payment, the unit member must provide proof of coverage by another carrier. In the event the unit member, due to unforeseen circumstances resulting in loss of coverage, must rejoin the District's health insurance plan mid-year, the stipend will be prorated accordingly.

H. Commencing on July 1, 1984, the Board will pay the full amount of the Blue Cross/Blue Shield Dental Plan IV. After September 1, 1984, the Board and participant will each pay 50% of any increases in the dental plan premiums.

I. Unit members will have the opportunity to participate in the Employee Assistance Program as set forth in the Letter of Understanding attached to the contract.

J. Unit members will have the opportunity to participate in the District's Flexible Spending Plan.

## ARTICLE XVII Death Benefit Insurance

Effective September 1, 1989, a five thousand dollar term death benefit insurance policy will be provided by the Board of Education.

ARTICLE XVIII

Dues Deduction

A. The Board of Education of the Victor Central School District agrees to deduct from the salaries of its employees dues which individual employees authorize the Board to deduct and to transmit the monies promptly to the Victor Teachers Association. Teacher authorization shall be in the form of the Payroll Deduction Authorization card which is shown below.

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

Last Name \_\_\_\_\_ First \_\_\_\_\_

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

Organization \_\_\_\_\_

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization to deduct from my salary and transmit to said organization, dues as certified by said organization, I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability thereof. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Member Signature \_\_\_\_\_ Dated: \_\_\_\_\_

B. Total amount of Dues to be deducted and the number of installments (8) shall be designated on the back of the Payroll Deduction Authorization card referred to in Section A above. The installment election by a teacher shall be made on or before September 30th of each school year and shall be binding for said entire school year.

C. The deductions referred to in Section A above shall be made in the following manner. The total amount of the dues designated on the Payroll Deduction Authorization card shall be deducted in 8 equal consecutive installments as indicated by the individual on the back of the card. The Association shall provide the Board or its designee with the above completed and signed cards. Deductions shall begin within two (2) weeks of the receipt of such cards by the Board or its designee.

D. The Board of Education shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Victor Teachers Association. The first and final transmittal shall be accompanied by a listing of the members for whom deductions have been made

and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.

E. The District shall check off and remit payments to the NYSUT Benefit Trust and VOTE/COPE upon the submission of a signed authorization to the Payroll office for anyone within the bargaining unit. 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 and VOTE/COPE the payments deducted and shall furnish the plan and the bargaining unit with a list of all employees from whose salaries such deductions have been made.

F. The Association shall indemnify and save the Central School District and its authorized representatives harmless from any and all manner of claims, demands, suits, actions or other forms of liability which may arise against the District or its representatives out of or by reason of the deductions provided for hereunder, the payment of the same to the Association, or any other action taken or not taken by the District or its representatives, including any liability relating to previously signed payroll deduction authorizations previously agreed to between the Board and the Association.

ARTICLE XIX  
General Conditions of Employment

A. Hours of Work

For the term of this Agreement, the regular workday shall be seven and one-half (7 1/2) hours except in cases of emergency.

B. Supervision of School-Sponsored Events

In addition to the normal professional responsibilities of a teacher, at least one organizational advisor or classroom teacher must also be in attendance at all functions sponsored by his or her respective activity or class without additional remuneration. Supervision of students at home athletic/school-sponsored events, on buses, and at other locations shall be performed by teachers on a voluntary basis. In the event there are insufficient volunteers, then a Building Principal may request a teacher to so perform, and in the event the requests are rejected, the Building Principal may assign one or more teachers to supervise the appropriate event. For the following supervisory assignments, teachers shall receive the following:

1. Ticket Sellers. Ticket sellers must be ready to sell tickets one-half hour before game time and until the start of the third quarter of the varsity games unless otherwise notified. Compensation is as follows:

2003-04	\$28.50 per contest
2004-06	\$29.50 per contest
2006-07	\$30.50 per contest

2. Chaperons:

	<u>2003/04</u>	<u>2004/06</u>	<u>2006/07</u>
Home Events	15.50/hr	16.00/hr	16.50/hr
Away Events	16.75/hr	17.25/hr	18.00/hr

(maximum of 5.5 hours)

Both home and away chaperons to be paid by the sponsoring organization. For away events, in emergency situations requiring supervision by chaperons for more than five and one-half (5.5) hours, chaperons will be paid at the applicable hourly rate with no maximum. The Principal and supervisor of the event will determine the number of chaperons necessary.

3. Coordinator of Night Activities

2003/04 - \$15.50/hr. plus \$13.00 per event for additional responsibilities.

2004/06 - \$16.00/hr. plus \$13.50 per event for additional responsibilities.

2006/07 - \$16.50/hr. plus \$14.00 per event for additional responsibilities.

C. Teacher Aides

The Board recognizes the important contribution that teacher aides make in specific jobs in the school system. The Board will utilize, whenever possible, teacher aides as cafeteria and study hall monitors, lay readers, and classroom aides. Teacher aides will be employed in the District program to assist teachers whenever such services permit the classroom teacher to do a more effective job and thereby improve the instructional program.

An attempt will be made to increase the time spent by classroom aides working with teachers in the elementary program. Cafeteria monitoring will be done by others so that more effective use can be made of the classroom aides' time.

Teachers and principals will continue to review the most effective way to use aides so that their services can have a thorough and immediate effect upon the classroom and the children in the classroom.

D. Clerical Assistance

The Board recognizes the important contributions that clerical assistance makes in specific jobs in the school system. The Board will continue to utilize clerical assistance in the school system and will make an effort to increase clerical assistance when it has a direct bearing on increasing the effectiveness of the instructional process in the school system.

E. Assignments and Transfers

1. Vacancies. The Board and the Association agree that if and when vacancies in the District occur, written notification of the vacancy will be posted in each building for ten (10) calendar days prior to the closing date for the submission of applications. A vacancy shall be defined as a position for which the District has received a letter of resignation, notice of retirement, an incumbent has been granted an unpaid leave of absence for at least one semester, a unit member has been transferred, or there is a newly-created position. No vacancy will be filled until current unit members interested in such a position have first been interviewed. The District will provide the Association President with copies of vacancies as they occur.
  
2. Voluntary Transfer. Any unit member who wishes to be considered for a transfer in grade level, subject, or building assignment will file with the Superintendent or designee a written statement indicating his/her desire to change. This statement shall include the individual's preference of grade level, subject and/or building. The Superintendent or designee will notify the unit member when a vacancy occurs. Within ten (10) calendar days of the mailing of such notice, the unit member shall signify in writing his/her intention to become an active applicant for the position. If the request involves a building transfer, the Superintendent or designee shall solicit recommendations in writing for both building principals prior to further consideration of the request to change. Applications from currently employed members shall be given preference over applications of new hires. Such voluntary requests will be honored if they do not conflict with the instructional requirements and best interests of the District. The determination of the appointment will be made on a basis of sound educational policy by the administration. Where two or more internal applications are received and the District determines that the applicants are evenly qualified by the standards set forth above, the most senior applicant shall be appointed to the position. This section shall not apply to vacancies occurring from August 1 through Labor Day; however, the Superintendent or designee shall notify the Association President or designee whenever such vacancies occur. If requested, the reason for denying transfer will be provided in writing to the denied teacher within thirty (30) days of the teacher's request.
  
3. Involuntary Transfer. Transfers from one building to another will be accomplished by considering the needs of the educational program including the grade level, certification, subject matter and background experience of the staff. The least senior staff unit member shall be transferred, these factors being equal. No transfer from one building to another, or from one subject or grade level to another, will be made without prior consultation with the staff unit member involved by the teacher's direct administrator or supervisor. Consultation involving buildings or subject transfers will be made not less than sixty (60) calendar days prior to the effective date of the transfer. Transfers involving grade levels will require consultation with the staff member by the teacher's direct administrator or supervisor at the time when the decision for such a transfer is known. If the number of classes or sections decreases

within the sixty (60) days time limit members may accept the option of transfer upon fewer than sixty (60) days prior consultation. Consultation shall mean a face-to-face meeting with the staff member during which the view of the staff member shall be heard and considered. Each staff member shall also be entitled to an explanation of why the transfer is necessary and why he/she was selected for transfer. Transfers will not be made for the purpose of discrimination or discipline of any unit member, unless directed pursuant to a disciplinary hearing.

4. When changes in grade or room assignments are made, the principal and the teacher will review the impact of such change. The principal will make appropriate efforts to provide reasonable resources to facilitate the change.
5. The School District is responsible for moving District-owned property.
6. This section is not applicable to teacher assistants.

F. School Year

The work year for returning unit members shall not exceed 187 days and three (3) days shall be utilized by unit members by choosing from the following options:

- Participate in curriculum development projects (District Curriculum Council, District Curriculum Steering Committees, and/or curriculum writing).
- Participate in District Council and/or Building Council.
- Participate in staff development.
- Participate in new year preparations (maximum 1 day).
- Participate in joint District/Association initiatives.
- Relocating from one building to another(maximum 1 day).
- 7-12 parent conferences (see Article XIX, "General Conditions of Employment," Section N, "Parent Conferences.")

The school district will notify unit members about summer staff development opportunities by June 1.

The work year for unit members in their first year of employment shall consist of no more than 190 days. The Superintendent of Schools or his/her designee will meet with the President of the Association or his/her designee to discuss the Association's role in the New Teachers Orientation Program.

Unit members shall be required to attend such in-service courses, curriculum workshops, and general orientation sessions during the school year as may be evolved by the mutual plans of the Administration, Association, and the Board for the improvement of the educational program of the school system.

It is agreed that the Joint Leadership Committee, after reviewing the recommendations of BOCES and other organizational calendars, shall discuss, recommend, and submit the tentative school calendar during February of the current school year for the subsequent school year's calendar. The Board shall give final approval to the calendar by March 31st of the current school year.

In the event emergency conditions force the closing of schools and the instructional days are thereby reduced to a total below the minimum required by law for any one school year, the Joint Leadership Committee shall convene in order to make a recommendation to the Superintendent as to specific dates to be used for instruction in order to bring the total up to the minimum required by law. The Superintendent shall submit said recommendation to the Board, who shall give final approval to the revised calendar.

G. Remuneration

The salary schedules, schedule of payments for extra-curricular activities, and pay to department chairmen are contained later in this Agreement. Any additional salary increase for six (6) completed graduate hours shall be adjusted in October and February of each school year. All graduate credit must be earned at colleges or universities accredited by the New York State Department of Education.

H. Pay Day Schedule

The schedule of pay days for teachers will be every other Friday commencing the second Friday for the school years starting September 1992. The exact schedule of pay days for each school year will be included in the Faculty Manual.

Upon employment, a teacher shall indicate his/her choice of a ten or twelve-month pay schedule. This election shall be made by a teacher on or before September 30th of each school year and shall be binding for said entire school year.

If a schedule pay day occurs during a legal holiday or vacation period, the Administration will use its best efforts to cause checks to be issued prior to such legal holiday or vacation period.

I. General Conditions

Teachers will be provided with one planning period per day while the students are in school. If there are exceptional circumstances which prevent a teacher from having one planning period per day, the matter will be resolved by the Superintendent, the President of the Association, and the teacher involved. A period shall be defined as one class period for senior and junior high school teachers, and as one special class period for elementary teachers. Special class is defined as art, music, physical education, and library. An attempt will be made to provide adequate lunch rooms, restrooms, and lavatory facilities exclusively for staff use in all schools, and each school shall contain at least one room assigned as a faculty workroom.

The normal teaching assignments for teachers in grades 7-8 will be either: (1) twenty-five instructional classes, six supervisory assignments, and five team planning period per six day cycle; or (2) five instructional classes, two supervisory assignments, and a homeroom assignment in a normal teaching day; or (3) twenty instructional classes, up to eight supervisory assignments, two periods for team planning, four periods for personal planning and two combined personal/team planning periods per six day cycle. The normal teaching assignments for teachers in grades 9-12 will be ten instructional periods and two advisory periods in a four-day cycle. All other matters relating to teaching assignments are found in the Faculty Manual.

Whenever possible, teachers shall be allowed ten to fifteen minutes travel time between buildings when such travel is part of their responsibility.

J. Workload

Consistent with District procedure and policy, it is the responsibility of the superintendent to establish and maintain an effective learning process in the District, and in this connection to establish workload guidelines. The District and the Association agree that in order to have an effective learning process, the number of students per class will follow guidelines set forth in the Faculty Manual thereby avoiding a teacher having a disproportionate workload which would interfere with the learning process. In special circumstances, the Superintendent may vary the above guidelines and will notify the Association of said circumstances.

K. Workload - Special Education

The District agrees to abide by Public Law 94-142, the Commissioner's Regulations, and the Education Law as it pertains to the education of handicapped children.

All Special Education teachers (K-12) will be provided with one free instructional period daily.

Each Special Education teacher will receive a total of two days release time for the purpose of writing IEP'S, writing annual reviews, or having parent conferences. Five additional days will be built in to be used as needed with the approval of the P.P.S. Director.

L. Injury Under Certain Circumstances

The Superintendent shall grant a teacher sick days to offset absence resulting from personal injury of the teacher caused by an assault during the enforcement of any school district procedure or policy by the teacher, provided the teacher acted reasonably and within the scope of the teacher's employment.

M. Parent Conferences

1. Grades K, 1, 2 and 3 - Teachers of grades K, 1, 2 and 3 shall have eight (8) one-half (1/2) day parent conference days per year. Four parent conference days will occur once per week at the trimester reporting points in December and March. Teachers will offer evening conferences at least once per semester.

2. Grades 4-6 - Teachers of grades 4-6 shall have eight (8) one-half (1/2) day parent conference days per year. There will be one parent conference day scheduled per month from October through May. Teachers will offer evening conferences at least once per semester.

3. Grades 7-12 - Following the first and third marking periods, parent conference opportunities shall be available from 6:30 p.m to 8:30 p.m. (2 hours per semester). An additional scheduled 2 hours of parent conference time (a total of 6 conference hours) will fulfill one required contract day as stipulated in Article XVIII, Section F.

N. Release Time for Chairpersons

When consistent with appropriate staffing requirements and other operational conditions, the Superintendent and the appropriate building principals will make every effort to relieve chairpersons of one period of supervisory duty per day in the High School and Junior High School and provide an equivalent amount of time with an aide in the Primary and Intermediate Schools. This period of time will be utilized by the person for the purpose of conducting his/her duties as chairperson.

O. Part-Time Teachers

Part-time teachers in the elementary schools will be hired on a six-tenths (.6) basis. Part-time teachers in the secondary schools, and all special subject area part-time teachers (K-12), will be hired on the following basis:

One period of instruction per day, or one full day per week: no health benefits no assigned supervisory responsibility	.2
Two periods of instruction per day, or two full days per week no health benefits no assigned supervisory responsibility	.4

Three periods of instruction per day, or  
three full days per week .6  
District will pay .8 of health costs  
(teacher will pay .2)  
One supervisory responsibility  
One planning period

All part-time teachers will receive sick days, personal days, and family emergency benefits pro-rated as to the amount of time the teacher is employed. Assignments for proctoring exams will also be pro-rated.

Before and end of school responsibilities shall be assigned to part-time teachers only when their teaching responsibilities (including supervision duty and planning period) begin and end at that time of the day i.e. instruction in a.m., supervision in a.m.)

Part-time teachers are encouraged to attend one faculty meeting each month in their primary assigned building, workshops, staff development programs; and must attend Open Houses as scheduled by the School Principal. If the parties agree, any teacher may be hired on a basis other than .2, .4, .6.

#### ARTICLE XX Seniority

Seniority in connection with layoffs and recall shall be defined as the length of continuous service in the District within a tenure area. Teachers shall not accrue seniority or service time while on any unpaid leave of absence except that no teachers who were granted such an unpaid leave of absence prior to September 1, 1981 shall be denied seniority credit for any unpaid leave. Teacher salary credit pursuant to Article VIII(E) (1) and (6) shall continue to be in effect. In determining seniority hereunder, the seniority date for each teacher shall be established as beginning with that teacher's most recent date of hire in a tenure area with the School District. Teachers shall be laid off in accordance with seniority and shall be recalled in the inverse order of seniority subject to the applicable provisions of the Education Law for the State of New York.

#### ARTICLE XXI Equal Employment Opportunity

The parties specifically agree that all provisions of this Agreement shall be equally applied to all employees without regard to sex, age, race, color, creed, religion, marital status, non-disqualifying disability and national origin.

ARTICLE XXII  
Terms Subject to Governmental Ruling

If any of the terms of this Agreement are in violation of applicable State and Federal Law or rulings of any State or Federal agency having cognizance in such matters, or of any changes in such laws or rulings, then only that portion of this Agreement specifically affected by such law or ruling shall become superseded, and all the balance of the Agreement shall remain in full force and effect in accordance with the terms of this Agreement. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has been given approval.

ARTICLE XXIII  
Notification of Policy Changes

Before the Board adopts a change in policy which affects the terms and conditions of employment of unit members, and which is not covered by the terms of this Agreement and has not been proposed by the Association, the Board will notify the President of the Association in writing, that it is considering such a change. The Association may present its views on the proposed change by replying in writing within five days of the notification.

ARTICLE XXIV  
Complete Agreement

A. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements, and understandings, oral or written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights of claims which may be asserted in arbitration hereunder or otherwise.

B. The parties shall maintain in effect during the term of this Agreement, and except as modified by this Agreement, clearly understood and well defined past practices relating to all mandatory subjects of bargaining.

C. The masculine gender wherever used herein shall be construed to include both masculine and feminine, and the singular shall be construed to include both the singular and plural unless the context clearly indicates otherwise.

ARTICLE XXV  
Duration of Agreement

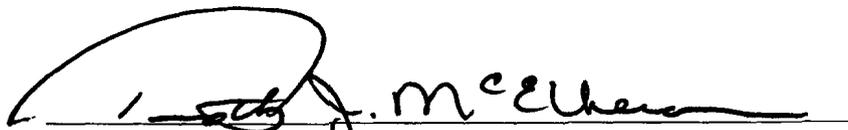
This agreement shall be effective July 1, 2003, and shall continue in full force and effect through June 30, 2007 except as otherwise noted herein and from year to year thereafter, unless either party hereto gives to the other party notice in writing of a desire to terminate or modify said Agreement no sooner than December 14, 2006, and at least by January 11, 2007, which dates are no sooner than 200 days and at least 170 days prior to the expiration of this Agreement or any anniversary thereof.

Termination

The parties shall, in the event of notice of termination or modification under the provisions hereof, commence negotiations concerning amendments to the Agreement with the dates herein before set forth.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11 day of September, 2003.

VICTOR CENTRAL SCHOOL BOARD OF EDUCATION

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President, Victor Teachers Association

**BACHELOR'S SALARY SCHEDULE**

Step	2003/04	2004/05	2005/06	2006/07
1	\$34,000	\$34,500	\$34,800	\$35,000
2	\$35,000	\$36,000	\$36,042	\$36,474
3	\$35,420	\$36,500	\$37,588	\$37,700
4	\$35,821	\$36,930	\$38,110	\$39,385
5	\$36,163	\$37,340	\$38,549	\$39,929
6	\$36,631	\$37,691	\$38,968	\$40,377
7	\$37,758	\$38,170	\$39,330	\$40,807
8	\$38,923	\$39,323	\$39,835	\$41,195
9	\$40,085	\$40,517	\$41,017	\$41,729
10	\$41,247	\$41,706	\$42,238	\$42,938
11	\$42,376	\$42,896	\$42,455	\$44,187
12	\$43,909	\$44,051	\$44,671	\$45,530
13	\$45,663	\$45,621	\$45,863	\$46,783
14	\$47,297	\$47,417	\$47,475	\$48,017
15	\$48,610	\$49,089	\$49,309	\$49,667
16	\$49,294	\$50,434	\$51,013	\$51,533

Off Step Increases: 2003/04 – 3.65%; 2004/05 – 1.5% plus \$1,150; 2005/06 – 1.5% plus \$1,400; 2006/07 – 1.5% plus \$1,500.

Career Step:

- 20 credited years of service, effective at the employee's anniversary date \$400
- 25 credited years of service, effective at the employee's anniversary date \$800
- 30 credited years of service, effective at the employee's anniversary date \$1,200

Career Step: (effective July 1, 2004)

- 20 credited years of service, effective at the employee's anniversary date \$600
- 25 credited years of service, effective at the employee's anniversary date \$1,000
- 30 credited years of service, effective at the employee's anniversary date \$1,200

## MASTER'S SALARY SCHEDULE

Step	2003/04	2004/05	2005/06	2006/07
1	\$36,000	\$36,300	\$36,800	\$37,000
2	\$36,500	\$37,800	\$38,042	\$38,474
3	\$36,920	\$38,300	\$39,588	\$39,770
4	\$37,321	\$38,730	\$40,110	\$41,385
5	\$37,663	\$39,140	\$40,549	\$41,929
6	\$38,131	\$39,491	\$40,968	\$42,377
7	\$39,258	\$39,970	\$41,330	\$42,807
8	\$40,423	\$41,123	\$41,835	\$43,195
9	\$41,585	\$42,317	\$43,017	\$43,729
10	\$42,747	\$43,506	\$44,238	\$44,938
11	\$43,876	\$44,696	\$45,455	\$46,187
12	\$45,409	\$45,851	\$46,671	\$47,530
13	\$47,163	\$47,421	\$47,863	\$48,783
14	\$48,797	\$49,217	\$49,475	\$50,017
15	\$50,110	\$50,889	\$51,309	\$51,667
16	\$50,794	\$52,234	\$53,013	\$53,533

Off-Step Increases: 2003/04 – 3.65%; 2004/05 – 1.5% plus \$1,150; 2005/06 – 1.5% plus \$1,400; 2006/07 – 1.5% plus \$1,500.

**Career Step:**

- 20 credited years of service, effective at the employee's anniversary date \$400
- 25 credited years of service, effective at the employee's anniversary date \$800
- 30 credited years of service, effective at the employee's anniversary date \$1,200

**Career Step: (effective July 1, 2004)**

- 20 credited years of service, effective at the employee's anniversary date \$600
- 25 credited years of service, effective at the employee's anniversary date \$1,000
- 30 credited years of service, effective at the employee's anniversary date \$1,200

Master's Differential \$500

Unit members who hold National Board for Professional Teaching Standards Certification will receive an additional \$2,000 in salary annually.

## Graduate Credits

- a) Teachers hired after July 1, 1997, who did not receive monies for graduate credits until they received a Master's degree, will be credited at a rate of \$200 per set of 6 graduate/in-service credits as accrued effective September 1, 2000.
- b) Teachers hired before July 1, 1997, and are mandated to receive a Master's degree will continue to accrue graduate credits on the Bachelor's salary schedule at a rate of \$200 per set of 6 credits.
- c) Teachers who are on the Bachelors schedule and are not mandated to obtain a Master's degree, and teachers on the Master's schedule as of July 1, 1997, will accrue graduate/in-service credits at the rate of \$300 per set of 6 credits.
- d) Effective February 1, 2001, all graduate in-service credits shall be paid at the rate of \$300 per set of 6 credits.

## SALARIES

### Guidance Counselors/School Psychologists/Social Worker/CSE Chair

- I. Guidance counselors', school psychologists', social worker's and CSE Chair's salaries for ten months of service, based on the annual school calendar for teachers shall be computed as follows:
  - A. The base salary will be the same as for teachers, in accordance with the counselor's/psychologist's/social worker's current placement on schedules A through F during the contract period.
  - B. In addition, each counselor, psychologist, and social worker will receive 5.0% of his or her salary for ten months of service in each year of the contract.
- II. Remuneration for summer work shall be in accordance with the following procedures:
  - A. The summer work schedule for counselors/psychologists/social worker will be determined in conjunction with the Building Principal involved.
  - B. Counselors/psychologists/social worker will be paid for summer work at the rate of 10% per month of their salary for the current ten months of service as computed in statements A and B above.
  - C. Each counselor, psychologist, and social worker will be required to have office hours one evening per month for two hours.
  - D. In recognition of the differential and additional professional responsibilities, employees covered by this section will be eligible for coaching positions provided the position does not interfere with those additional responsibilities. A meeting will take place between the Athletic Director, the Building Administrator, the Head Coach of the sport and the coaching applicant to discuss the specific responsibilities of the coaching positions.

## Victor Central School District

### Board of Education - Victor Teachers' Association

#### Registered Nurses' Salary Schedule

Step	2003/04	2004/05	2005/06	2006/07
1	\$22,000	\$22,500	\$23,000	\$23,500
2	\$22,300	\$22,900	\$23,450	\$23,975
3	\$22,600	\$23,200	\$23,850	\$24,425
4	\$22,920	\$23,500	\$24,150	\$24,825
5	\$23,300	\$23,820	\$24,450	\$25,125
6	\$24,500	\$24,325	\$24,895	\$25,550
7	\$25,500	\$25,525	\$25,400	\$25,995
8	\$26,500	\$26,525	\$26,600	\$26,500
9	\$27,500	\$27,525	\$27,600	\$27,700
10	\$28,500	\$28,525	\$28,600	\$28,750
11	\$29,500	\$29,525	\$29,600	\$29,775
12	\$30,900	\$30,725	\$30,800	\$30,950
13	\$32,100	\$32,125	\$32,000	\$32,150
14	\$33,300	\$33,325	\$33,400	\$33,350
15	\$34,500	\$34,525	\$34,600	\$34,750
16	\$35,768	\$35,763	\$35,838	\$35,988

Nurses shall be allowed to accrue in-service hours at a rate of \$200/block of 6 hours. Effective February 1, 2001 \$300/block of 6 hours.

Off Step (17 & up) - Percent of prior year base salary as follows: 2003/04 - 3.8%; 2004/05 - 1.5% plus \$1,150; 2005/06 - 1.5% plus \$1,400; 2006/07 - 1.5% plus \$1,500.

#### Career Incentives:

Step 20 add \$600  
Step 25 add \$1,000  
Step 30 add \$1,200

1. Registered nurses will receive the same fringe benefits as teachers, with the exception of sabbatical and teacher award participation.
2. Registered nurses are excluded from the tenure and probationary law provisions which apply to teachers. Registered nurses are appointed to a ninety-day probationary period and may be dismissed or disciplined for cause.
3. Registered nurses will be evaluated a minimum of once per school year, no later than April 15. Whenever possible, the written evaluation will be given to the nurse within ten working days following the evaluation conference. Registered nurses will be evaluated with a standard district evaluation.

4. The district will pay for approved courses.
5. All nurses will have a 30 minute duty-free lunch. Each office will be supervised by an appropriate aide or clerical staff member during this time.
6. With prior approval nurses will be paid \$15 per hour for work required beyond the contractual work day to complete State-required student health forms. Beginning July 1, 2004, the hourly rate will be \$15.50. Beginning July 1, 2006, the hourly rate will be \$16.00.

### Teacher Assistant Salary Schedule

Step	2003-04	2004-05	2005-2006	2006-07
1	\$ 21,200	\$21,500	\$21,800	\$22,100
2	\$ 21,683	\$22,083	\$22,408	\$22,733
3	\$22,166	\$22,566	\$22,991	\$23,341
4	\$22,673	\$23,067	\$23,492	\$23,942
5	\$23,119	\$23,589	\$24,008	\$24,458
6	\$23,523	\$24,049	\$24,544	\$24,988
7	\$24,275	\$24,480	\$25,031	\$25,551
8	\$25,027	\$25,259	\$25,489	\$26,065
9	\$25,778	\$26,037	\$26,294	\$26,549
10	\$26,530	\$26,815	\$27,099	\$27,381
11	\$27,282	\$27,594	\$27,904	\$28,213
12	\$28,031	\$28,371	\$28,708	\$29,043
13	\$28,783	\$29,147	\$29,512	\$29,874
14	\$29,535	\$29,926	\$30,315	\$30,705
15	\$30,287	\$30,705	\$31,121	\$31,535
16	\$ 31,038	\$31,483	\$31,926	\$32,367

**Off Step Increases:**

2003/04	3.8%
2004/05	1.5% plus \$1,150
2005/06	1.5% plus \$1,400
2006/07	1.5% plus \$1,500

**Career Incentives:**

Step 20	Add \$600
Step 25	Add \$1,000
Step 30	Add \$1,200

Teacher Assistants will be allowed to accrue in-service hours at a rate of \$300/block of 6 hours.

Additional work for Teacher Assistants beyond the contractual work day and work year shall be compensated at an hourly rate of \$15, except that Teacher Assistants who earned a higher hourly rate in the 1999/2000 school year shall continue at that higher hourly rate. Beginning July 1, 2004, the hourly rate shall be \$15.50. Beginning July 1, 2006, the hourly rate shall be \$16.00.

Payment for Co-Curricular Activities

Co-Curricular Pay Scale:

Co-Curriculars	<u>Group</u>	<u>2003/04</u>	<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
	I	\$812	\$844	\$878	\$914
	II	\$1,042	\$1,084	\$1,127	\$1,173
	III	\$1,389	\$1,445	\$1,502	\$1,564
	IV	\$2,083	\$2,166	\$2,253	\$2,345
Off Step		2.5%	2.5%	2.5%	2.5%

<u>Group I</u>	<u>Group II</u>	<u>Group III</u>	<u>Group IV</u>
Biology Club	Key Club	JH Yearbook	SH Yearbook
Film Society	Multi-Media (JH)	Math Academic Team	Academic Decathlon
French Club	Varsity Club	Senior Class Advisor	
Spanish Club	Jr. Class Advisor	Student Council SH (2)	
Art Club	Outdoor Activity Club	Student Council JH (2)	
Bookstore	Yearbook Asst.		
Boys Leaders	Dollars for Scholars		
Girls Leaders	Chairman		
Jr. High Choral Club	Youth-To-Youth SH		
	Youth-To-Youth JH		
Literary Magazine	Senior Class Advisor-		
National Honor Society	Asst. Chair		
Yorkers Club	Environmental Awareness Club		
Aquatic Leaders			
Academia Decathlon-Asst.			
Chess Club			
Builders Club			
Victor Cares			
Freshman Class Advisor			
Sophomore Class Advisor			
Natural Helpers			
Drama Club			
Jr. Class Advisor - Asst. Chair			
Jr. High Spelling Club			
Jr. High Culinary Club			

MUSIC

Music Pay Scale

<u>Group</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
1	\$812	\$1,000	\$1,040	\$1,083
2	\$1,389	\$1,445	\$1,502	\$1,564
3	\$2,083	\$2,166	\$2,253	\$2,345
4	\$2,315	\$2,408	\$2,504	\$2,607
5	\$2,894	\$3,010	\$3,130	\$3,258
Off Step	2.5%	2.5%	2.5%	2.5%

<u>Group I</u>	<u>Group II</u>	<u>Group III</u>	<u>Group IV</u>	<u>Group V</u>
Summer Asst. – Marching Band Drill Instructor	Marching Band Asst. (2) Musical Asst. SH (8)	Fall Colorguard JH Musical Director (2004- 07)	Play Director SH Musical Director	Marching Band Director
Percussion Instructor (2003/04)	JH Musical Director (2003/04)	Percussion Instructor (2004- 07)	Winter Colorguard	
Jazz Ensemble	Brass Instructor (As of 2005/06)			
Stage Technician Musical Asst. (Play) JH (8) Play Asst.(3) Colorguard - Technician (As of 2006/07)				

In the event a unit member's salary would be less under this Agreement than the prior year's schedule, the unit member will not be harmed by this Agreement with a reduction in pay. The unit member will receive the same payment as he/she received in the prior year plus 2.5 percent increase.

## Payment For Co-Curricular Activities

Other Activities                      Concerts/Musical Festival Art Exhibit                      \$179

Music Teachers                      An after school public performance of band, chorus, orchestra, soloists, and lasting for approximately one hour.

The conductor will be limited to two paid concerts per building per person.

Full payment per conductor per concert will require a 20+ minute performance.

One half of the payment will be made if the performance is less than 20 minutes, but more than 10 minutes.

Commencement and moving up day will be unpaid assignments.

Festivals                                      The conductor will be paid for a maximum of four (4) festivals per year.

Art Teachers                                      One unpaid art exhibit per year; up to two paid exhibits per year upon principal's approval.

Elementary art or music teachers conducting only one after school concert or art exhibit per year shall be paid for the one exhibit or concert.

Pep Band                                      \$50 per game.

## PROCEDURES

### Formation of New Clubs

Effective September 1, 1985, any teacher wishing to conduct a new club, including new clubs listed in Schedule H, shall submit a written request to the building principal within one month of the beginning of each school year. The request will include a description of proposed activities and duties of the advisor. The principal shall review the request and forward it, along with recommendations, to the Superintendent or his designee and Victor Teachers Association President or designee. The Superintendent or his designee shall review the request, the principal's recommendations, and any input from the Victor Teachers Association President or designee, and shall determine whether the club will be recognized for that school year. The teacher will receive written notification of approval or disapproval from the building principal prior to the first meeting of the club.

## YEAR-END PROCEDURES

### All Clubs/Activities

Prior to the end of each school year, the club advisor will submit to the Building Principal a brief summary of the club's activities during that year and any recommendations for improvement of such organization club during the following year.

## CHAIRPERSONS AND COORDINATORS

The job descriptions for positions listed in this article are developed by principals, other administrators and teachers, and approved by the Superintendent or his designee. Position vacancies will be posted in accordance with conditions of this Agreement. Recommendations for appointments will be made annually by the Superintendent, after consultation with principals and administrators, to the Board of Education. When a coordinator position becomes full time (1.0 FTE) and a teacher is released from instructional assignments, the district may choose not to fill the coordinator position in that assigned subject area. Additional positions may be added to this list upon written agreement between the parties.

### Secondary Department Leadership Positions

	<u>2003/04</u>	<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
<u>Chairpersons:</u>	\$2,700	\$2,800	\$2,900	\$3,000
English/Language Arts 7-12				
Math 7-12				
Science 7-12				
Social Studies 7-12				
Foreign Language 6-12				

	<u>2003/04</u>	<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
<u>Vice Chairpersons:</u>	\$1,800	\$1,900	\$2,000	\$2,100
English/Language Arts 7-12				
Math 7-12				
Science 7-12				
Social Studies 7-12				
Foreign Language 6-12				

### Curriculum Area Leadership Positions (K-12)

	<u>2003/04</u>	<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
<u>Coordinators:</u>	\$2,700	\$2,800	\$2,900	\$3,000
Fine Arts				
Counseling and Support Personnel				
Career Occupational Studies				
Library Media				
Physical Education and Health				
Special Education				

	<u>2003/04</u>	<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
<u>Assistant Coordinators:</u>	\$1,800	\$1,900	\$2,000	\$2,100
Fine Arts				
Counseling and Support Personnel				

### Elementary Curriculum Area Leadership Positions

	<u>2003/04</u>	<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
<u>Coordinators:</u>	\$2,300	\$2,400	\$2,500	\$2,600
Science (2)				
Math (2)				
Social Studies (2)				

### Building Operational Positions

	<u>2003/04</u>	<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
Family Coordinator K-3* (4)	\$3,100	\$3,200	\$3,300	\$3,400
Grade Coordinator 4-6 (3)	\$2,100	\$2,200	\$2,300	\$2,400
Supplemental Support Services Coord. K-3				
AV Coordinator 7-8				
AV Coordinator 9-12				
Computer Coordinator (4)				
Chemical Hygiene Officer				
Nurse Coordinator				

\* Family Coordinators have grade level responsibilities. The district will consider job share requests from teachers who wish to share a coordinator position.

### INTERSCHOLASTIC ATHLETICS

#### Coaches Evaluations

The performance of all coaches shall be reviewed and evaluated at least annually by the Athletic Director with input from head coaches for other coaches in the same sport. The coach shall review each evaluation report and shall attest to that review by affixing his or her signature to the file copy. No such report shall be placed in the coach's file without an opportunity to initial it. A coach's signature does not necessarily indicate agreement with said report. The coach shall also have the right to submit to the Superintendent a written commentary as to the evaluation which shall be attached to the copy and placed in the personnel file.

#### Coaches' Salaries

The experience level of a coach shall be determined as the number of years he/she has been paid to coach in the position to which he/she has been appointed during the current school year.

However, in the event a coach is appointed to a position in the same sport, the previous years' paid coaching experience in that sport, served in our District, shall be credited to the coaches' experience in determining his level of experience. Retroactive credit level of experience will be awarded to coaches who have served in our District and who, during the current school year, are appointed to the same position or to a new position in the same sport. Experience credit for coaching outside the District may be awarded at the Superintendent's discretion.

## COACHING SERVICE CREDIT

### Group I

Head Basketball (B)  
Head Basketball (G)  
Head Football  
Head Swimming (B)  
Head Wrestling  
Head Hockey

### Group II

Head Baseball  
Head Swimming (G)  
Head Track (B)  
Head Track (G)  
Head Softball  
Head Soccer (B)  
Head Soccer (G)  
Head Volleyball (B)  
Head Volleyball (G)  
Head Lacrosse (B)  
Head Lacrosse (G)  
Head Cross Country  
Head Winter Cheerleading  
Asst. Varsity Football

### Group III

Head Tennis (B)  
Head Tennis (G)  
Head Winter Track  
Head Fall Cheerleading

### Group IV

Asst. Basketball (G)  
Asst. Basketball (B) (2)  
Asst. Football (5)  
Asst. Swimming (B)  
Asst. Winter Cheerleading  
Asst. Wrestling  
Head Golf  
Head Bowling  
Asst. Hockey

Group V

Asst. Baseball  
Asst. Softball  
Asst. Cross County  
Asst. Soccer (B)  
Asst. Soccer (G)  
Asst. Volleyball (B)  
Asst. Volleyball (G)  
Asst. Lacrosse (B)  
Asst. Lacrosse (G)  
Asst. Track (B)  
Asst. Track (G)  
Asst. Tennis (B)  
Asst. Tennis (G)  
Asst. Winter Track (2)  
Asst. Swimming (G)  
Asst. Fall Cheerleading

Group VI

Modified Basketball (B) (2)  
Modified Basketball (G) (2)  
Modified Swimming  
Modified Soccer (B)  
Modified Soccer (G)  
Modified Softball  
Modified Baseball  
Modified Track (B)  
Modified Track (G)  
Modified Lacrosse (B)  
Modified Lacrosse (G)  
Modified Wrestling  
Modified Volleyball  
Modified Cheerleading

Coaches Pay Schedule 2003-2007

		1-4 Years			
Group	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	
1	\$4,051	\$4,213	\$4,382	\$4,561	
2	\$3,588	\$3,732	\$3,881	\$4,040	
3	\$3,125	\$3,250	\$3,380	\$3,519	
4	\$3,009	\$3,129	\$3,255	\$3,388	
5	\$2,546	\$2,648	\$2,754	\$2,867	
6	\$2,200	\$2,288	\$2,380	\$2,477	
Off Step		2.5%	2.5%	2.5%	

		5-8 Years			
Group	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	
1	\$5,093	\$5,297	\$5,509	\$5,734	
2	\$4,631	\$4,816	\$5,009	\$5,214	
3	\$4,168	\$4,335	\$4,508	\$4,693	
4	\$4,051	\$4,213	\$4,382	\$4,561	
5	\$3,588	\$3,732	\$3,881	\$4,040	
6	\$3,241	\$3,371	\$3,505	\$3,649	
Off Step		2.5%	2.5%	2.5%	

		9 and Up			
Group	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	
1	\$6,251	\$6,501	\$6,761	\$7,038	
2	\$5,788	\$6,020	\$6,260	\$6,517	
3	\$5,325	\$5,538	\$5,760	\$5,996	
4	\$5,209	\$5,417	\$5,634	\$5,865	
5	\$4,746	\$4,936	\$5,133	\$5,344	
6	\$4,399	\$4,575	\$4,758	\$4,953	
Off Step		2.5%	2.5%	2.5%	

### COACHING SERVICE CREDIT

1. Beginning July 1, 1989, an annual service credit of \$315 will be awarded to coaches who have achieved one of the experience levels below as of 7/1/92:

- 15 years of credited coaching service to the District in one sport
- 20 years of credited coaching service to the District in one sport
- 25 years of credited coaching service to the District in one sport

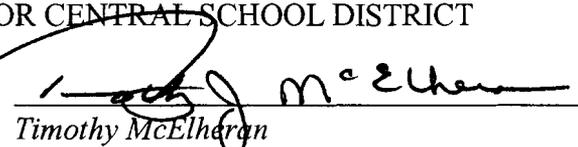
2. In the event a unit member's salary would be less under this Agreement than the prior year's salary, the unit member will not be harmed by this Agreement with a reduction in pay. The unit member will receive the same payment as he/she received in the prior year +2.5 percent increase.

LETTER OF UNDERSTANDING  
Special Area Teachers

The District agrees that Building Principals shall meet as needed with Special Area Teachers in grades K through 8 (*i.e. all teachers not included in grade level or building level departments*). Minutes of these meetings will be recorded and disseminated in the same manner as the grade level or building level department minutes.

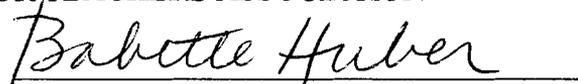
Approved by:

VICTOR CENTRAL SCHOOL DISTRICT

By:   
*Timothy McElhern*  
*Superintendent of Schools*

Dated: September 11, 2003

VICTOR TEACHERS ASSOCIATION

By:   
*Babette Huber, President*  
*Victor Teachers' Association*

Dated: September 11, 2003

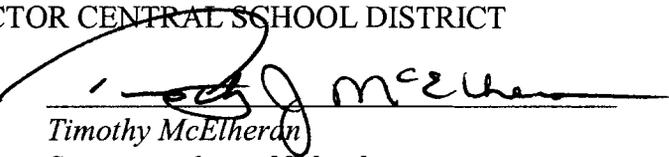
LETTER OF UNDERSTANDING  
Association President's Time

The Superintendent and the appropriate Building Principal will make every effort to relieve the Association President of all supervisory duties in grades 7-12, and provide an equivalent amount of time with aide in grades K-6. This period of time will be utilized by the President for the performance of his/her duties directly related to the administration of the contract between the District and the Association.

Approved by:

VICTOR CENTRAL SCHOOL DISTRICT

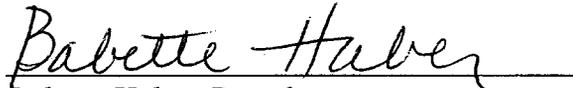
By:

  
*Timothy McEltheran*  
*Superintendent of Schools*

Dated: September 11, 2003

VICTOR TEACHERS ASSOCIATION

By:

  
*Babette Huber, President*  
*Victor Teachers' Association*

Dated: September 11, 2003

LETTER OF UNDERSTANDING – Employee Assistance Program

The Victor School District agrees to establish a multilateral/Committee to review the Employee Assistance Program provided to all staff members. This Committee shall be composed of:

- A. one member representing the Victor Teachers Association
- B. one member representing the Civil Service Employees Association (*Victor Unit*)
- C. one member representing the non-affiliated employees
- D. one member representing the administrators
- E. Administrative Assistant for Personnel

The Committee will meet for the following purposes:

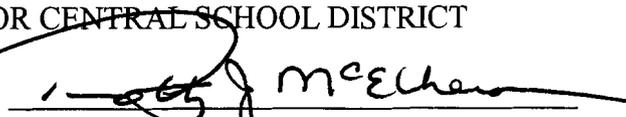
- 1. To review and monitor employee use of the Employee Assistance Plan.
- 2. To make recommendations for service improvement.
- 3. To make recommendations for alternative membership in other Employee Assistance Plans, should they deem such recommendation appropriate.
- 4. To actively participate and facilitate the communication of the Employee Assistance Program and its benefits therein to all members of the school staff.

The Committee will hold its first meeting prior to October 15, 1989. The Committee is charged with establishing its own meeting schedule, but shall not meet less than quarterly. Minutes of the meeting shall be taken and distributed to the Presidents of each Employee Bargaining Unit and the Superintendent of Schools.

Approved by:

VICTOR CENTRAL SCHOOL DISTRICT

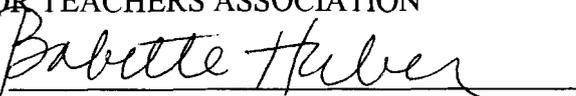
By:

  
Timothy McEltheran  
Superintendent of Schools

Dated: September 11, 2003

VICTOR TEACHERS ASSOCIATION

By:

  
Babette Huber, President  
Victor Teachers' Association

Dated: September 11, 2003

FAMILY AND MEDICAL LEAVE ACT

<b>POLICY</b>	1995  Personnel	6551
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**Eligibility Recruitments**

The Board of Education, in accordance with the Family and Medical Leave Act of 1993 (FMLA), gives “eligible” employees of the District the right to take unpaid leave for a period of up to 12 work weeks in a 12-month period. The twelve month period shall be measured forward from the date an employee’s first FMLA leave begins. Employees are “eligible” if they have been employed by the District for 1,250 hours during the previous 12-month period. Full-time teachers are deemed to meet the 1,250 hour test. The law covers both full-time and part-time employees.

**Leave Parameters**

Qualified employees may be granted leave for one or more of the following reasons:

- a) the birth of a child and care for the infant;
- b) adoption of a child and care for the infant;
- c) placement with the employee of a child in foster care;  
(Leave may be taken for the birth or placement of a child only within 12 months of the birth or placement.)
- d) care of a spouse, child or parent, who has a serious health condition;
- e) serious health condition of the employee, which prevents the employee from performing his/her job.

A serious health condition includes an illness, injury, impairment or physical or mental condition involving either in-patient care in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider. It is not intended to cover short-term conditions for which treatment and recovery are brief.

At the Board of Education’s or employee’s option, certain types of paid leave may be substituted for unpaid leave, if so negotiated in the appropriate contract.

When the District employs both the husband and wife and both request leave because of the birth or placement of a child, their aggregate leave is limited to 12 weeks. If the leave is requested because of a serious health condition of a child or the other spouse, then each spouse is entitled to 12 weeks of leave.

Family and medical leaves of absence are not considered breaks in service. Persons on such leaves are still employed, although they do not accrue vacation, sick pay, seniority or holidays.

POLICY	1995	Personnel	6551
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**Employment and Benefits Protection**

An employee on FMLA leave is entitled to continue receiving health benefits under the same terms and conditions he/she enjoyed while working. If an employee was paying all or part of the premium payments prior to leave, the employee shall continue to pay his/her share during the leave period.

In most instances, an employee on leave under this Family and Medical Leave policy has the right to return to the same position or an equivalent position with equivalent pay, benefits and other terms and conditions of employment at the conclusion of the leave.

**Notice and Certification**

The Board of Education has a right to 30 days advance notice from the employee where the need for the leave is foreseeable. The 30-day advance notice is not required in cases of medical emergency or other unforeseen events. In those cases, the District must be given notice as soon as practicable.

In addition, the Board may require an employee to provide medical certification of a serious health condition. The documentation must include the date on which the serious health condition began, the probable duration, and significant medical facts. In the case of leave to care for a child, spouse or parent, the District may require similar documentation including the amount of time the employee is needed for such care. The District may also require, at the District's expense, a second medical opinion, as well as periodic recertification. Failure to comply with these requirements may result in the denial of FMLA leave.

The Board may also require that an employee present a certification of fitness to return to work when the absence was caused by the employee's serious health condition. The Board of Education has the right to deny restoration of employment if the employee does not furnish the certificate of fitness.

A notice which explains the FMLA's provisions and provides information concerning the procedures for filing complaints of violations of the FMLA shall be posted in each school building.

Administration is directed to develop regulations to implement this policy, informing employees of their rights and responsibilities under the FMLA.

Family Medical Leave Act of 1993  
Public Law 103-3  
29 Code of Federal Regulations (CFR) Part 825

Adopted: 4/13/95

