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# AGREEMENT

*between the*

SUPERINTENDENT *of the*  
OTSELIC VALLEY CENTRAL  
SCHOOL DISTRICT

*and the*

OTSELIC VALLEY TEACHERS'  
ASSOCIATION

7/1      6/30  
2004 - 2008

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**ARTICLE I**  
*RECOGNITION OF THE BARGAINING UNIT*

The Otselic Valley Board of Education, having determined that the Otselic Valley Teachers' Association is supported by a majority of employees in a unit composed of all professionally certified personnel, school nurses (RN's) and interpreters, except the Superintendent and Building Administrators, hereby recognizes the Otselic Valley Teachers' Association as the exclusive representative for the teachers, licensed teaching assistants, school nurses, school counselors, and interpreters, ("Employee") in such unit. Such recognition shall be for the duration of this agreement and/or subsequent agreements or extensions thereto, unless challenged in accordance with law. The Board agrees not to negotiate with any individual teacher, licensed teaching assistant, school nurse, interpreter, school counselor, or teacher organization other than the Otselic Valley Teachers' Association for the duration of this recognition.

**ARTICLE 2**  
*DEFINITIONS*

For purposes of this Agreement, the following definitions will apply.

1. The term "Association" means the Otselic Valley Teachers' Association.
2. The term "Board" means the Board of Education of the Otselic Valley Central School District.
3. The term "Superintendent" means the Superintendent of Schools of the Otselic Valley Central School District.
4. The term "Employee" means any person included in the bargaining unit in accordance with Article 1 of this Agreement.
5. The term "District" means the Otselic Valley Central School District.

**ARTICLE 3**  
*DUES DEDUCTION*

- A. No later than October 15 of each school year, the Association shall submit to the Superintendent a list of members of the Otselic Valley Teachers' Association and original signed dues deduction cards. The above date will in no way limit further Association membership, and an updated list of new additional members shall be submitted by January 15, if necessary, to the Superintendent.
- B. The total amount of dues deductions for the Otselic Valley Teachers' Association and its affiliates shall be given to the Superintendent prior to October 1 of each school year. The District shall begin dues deductions with the second pay period in October, and they shall be completed after ten (10) successive pay period deductions. In the event that an Employee joins the Association and wishes dues deductions and there are less than ten (10) pay periods left in the year, the District shall deduct the total dues in equal installments for the remaining pay periods, with the OVTA Treasurer notifying the District as to the amount to be deducted.

- C. Should the employment of an Employee terminate after more than ninety (90) school days for any reason, the unpaid balance of such membership will be deducted from the Employee's last paycheck.
- D. The District shall, following each pay period from which a dues deduction was made, transmit the amount so deducted to the Treasurer of the OVTA. The 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 are made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.
- E.
  - 1. The District shall deduct an Agency Fee from the paycheck of each bargaining unit member who is not a member of the Association. This deduction shall commence with the second pay period in October and shall be completed after ten (10) successive pay period deductions. Should an employee commence service to the District after the start of the Agency Fee deduction, the Agency Fee will be pro-rated and divided equally among the remaining paychecks in the school year.
  - 2. The District will remit the amount of such Agency Fee deductions made to the designated Association Treasurer within the same time period as regular dues deductions are transmitted. The final transmittal shall be accompanied by a listing of the personnel for whom deductions have been made.
  - 3. The Association will initially notify the District as to the total amount of the Agency Fee to be deducted. Such notification will be certified to the District in writing over the authorized signature of the Association President on or before October 10 of each year.

**ARTICLE 4**  
*NEGOTIATIONS PROCEDURES*

- A. Not later than February 15 of the year in which this Agreement terminates, the parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach an agreement on matters raised by either party concerning the terms and conditions of employment.
- B. At the initial bargaining session, ground rules for negotiations will be established and both sides will mutually exchange proposals to be considered during negotiations.
- C. During negotiations, the District and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The District will make available to the Association for inspection, all pertinent records, data, and information of the school system. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

**ARTICLE 5**  
*MATTERS NOT COVERED*

With respect to matters not covered by this Agreement, the Board agrees that it will consult and/or negotiate with the Association prior to making any changes which might normally be classified as being relative to terms and conditions of employment.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

Part I - Definitions

- A. **Grievance** shall mean any claimed violation, misinterpretation, or inequitable application of laws, rules or regulations relating to terms and conditions of this contract.
- B. The term **Supervisor** shall mean any principal, designated immediate superior or other administrative or supervisory officer responsible for the area in which the alleged grievance arises, except for the Chief School Officer.
- C. The **Chief School Officer** is the Superintendent of Schools.
- D. **Association** shall mean the Otselic Valley Teachers' Association.
- E. **Aggrieved Party** shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.
- F. **Hearing Officer** shall mean any individual or board charged with the duty of rendering a decision at any stage on grievances hereunder.
- G. **Days** shall mean school days.

Part II

- A. Except at the informal stage, all grievances shall include the name and position of the aggrieved party, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B. Except for the informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved party.
- C. The aggrieved party shall have the right to have representation at all stages in the grievance procedure. The aggrieved party shall also have the right to have his/her representative act in his/her behalf, if he/she so desires, at all stages of the procedure. However, the aggrieved party should be in attendance at meetings held at each stage. The preparation and processing of grievances insofar as practical shall be conducted during the hours of employment.
- D. The Board of Education and the aggrieved party agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- E. Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations, and other necessary documents will be developed by the Association with Board approval. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure. The District and the OVTA shall share the costs involved.

- F. Nothing contained herein will be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter adjusted, without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

### Part III

If any provisions of this grievance procedure or any application thereof to any Employee or group of Employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

### Part IV

The Clerk of the Board shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes of the testimony as the case may be, and/or written arguments and briefs considered at Stages 2, 3, and 4. A copy of such minutes will be made available to the aggrieved party and the Association three (3) school days after the conclusion of hearing at Stages 2, 3, and 4. Either party will advise the appropriate hearing officer of any errors or omission in said minutes. Any such claim of error or omission in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate determination made respecting such claimed error or omission. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Association, and the Board, but shall not be deemed a public record.

### Part V

Any Employee to whom Stage 1 does not apply shall have immediate recourse to Stage 2 of the grievance procedure. If a grievance affects a group of persons and/or appears to be associated with system-wide policies, it may be submitted by the Association directly to the Superintendent at Stage 2, described on the following pages.

### Part VI

No written grievance will be entertained as described below, and such grievance will be deemed waived unless a written grievance is forwarded at the first available stage within twenty (20) school days after the aggrieved party knew or should have known of the act or conditions on which the grievance is based.

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

## Part VII

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

## Part VIII

No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken by the Board of Education or any member of the Administration against the aggrieved party, any representative, the Association, or any other participant therein as a result of any grievance processing.

## Part IX - Stages of Grievance Procedure

Stage 1 The aggrieved party will first discuss an alleged grievance with his/her Building Principal and attempt to resolve the problem informally.

In the event that resolution is not attained informally, the aggrieved party within five (5) school days shall submit the alleged grievance in writing to his/her Building Principal.

Within five (5) school days, the Building Principal shall render a decision in writing to the aggrieved party.

Stage 2 In the event that the aggrieved party is not satisfied with the Stage 1 decision, he/she may, within five (5) school days after receipt of the decision, file an appeal with the Superintendent.

Within five (5) school days after receipt of this appeal, the Superintendent shall hold a hearing with the aggrieved party in regard to the alleged grievance.

Within five (5) school days after the conclusion of this hearing, the Superintendent shall render a decision in writing to the aggrieved party.

Stage 3 If the aggrieved party and/or the Association are not satisfied with the decision after Stage 2, an appeal may be filed in writing with the Board of Education within five (5) school days after receiving the decision at Stage 2.

Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

Within ten (10) school days after the conclusion of the hearing the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and the Association.

Stage 4 In the event the aggrieved party is not satisfied with the decision rendered at Stage 3, then within five (5) school days, a written request to the Association to seek advisory arbitration of the matter must be submitted. In the event the Association Grievance Committee decides further action is necessary, it will notify the American Arbitration Association of a demand for arbitration. A copy of the demand for arbitration will be served on the Clerk of the Board. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by both parties.

The BOE and the Association shall give serious consideration to the Arbitrator's award and should either party reject the Arbitrator's decision, the reasons for rejection shall be in writing.

#### Part X - Binding Arbitration Clauses for Dismissal of Employees

##### 1. Application

A full-time teacher who has served more than two (2) continuous years in the District may waive his or her rights under Section 3020-a of the Education Law, and opt for the following alternative procedure when subject to possible dismissal for disciplinary reasons.

##### 2. Alternative 3020-a Procedure

- A. In the event a teacher is dismissed, (s)he will be furnished a detailed written statement of the charges which are the basis of the action to dismiss. Such statement will contain specific reasons for the dismissal. Such statement will be forwarded to the teacher and the Association President by certified mail within five (5) school days of Board action.
- B. If the teacher and/or the Association objects to the dismissal, within ten (10) school days after the receipt of the written statement, the Association will file written Demand for Arbitration with the American Arbitration Association, whose then current procedures will control. If the teacher does not wish to pursue the dismissal, the Association will be barred from taking any action under this Article.
- C. The Arbitrator will hear the matter promptly and will issue his/her decision not later than twenty (20) calendar days from the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The Arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions of the issues. The decision of the Arbitrator shall be final and binding upon all parties. The costs for the services of the Arbitrator, including expenses, if any, will be shared equally by the parties.
- D. Failure to file a written demand, as specified with B, above, within the time frame set forth within this provision will constitute a waiver of the teacher(s)/Association's right to proceed under this provision.
- E. If the teacher is suspended under this Article, pending an arbitration, such suspension will be with pay and benefits according to law.

#### **ARTICLE 7 LEAVES**

- A. Sick Leave - All Employees shall have sixteen (16) sick days per school year. Effective July 1, 2004, there will be no limit on the number of sick leave days an employee may accumulate. Employees will receive an accounting of all their available leave time with the first paycheck of each school year.

Each regular employee shall be allowed the use of up to eight days of his or her accumulated sick leave for family illness. Family, for purposes of this provision is defined as any relative up to first cousin of the employee or spouse and/or any person

living with the employee. Upon request up to eight additional sick days may be approved for family illness use at the discretion of the Superintendent.

- B. Bereavement Leave - Each regular employee shall be allowed up to five (5) days bereavement leave per occurrence for the purpose of attending the funeral of a spouse, child, stepchild, parent, parent in-law, or significant other living in the employee's household. Each regular employee shall be allowed up to two (2) days bereavement leave per occurrence for the purpose of attending the funeral of a grandchild, grandparent, grandparent in-law, sibling, niece, nephew, aunt, or uncle. Up to two (2) additional days may be granted at the discretion of the Superintendent.
- C. Personal Days - Up to three (3) personal days per school year will be granted. No reason need be given for a personal day. Personal days may be taken in one-half day portions. At the conclusion of each school year unused personal days shall be added to each Employee's accumulated sick leave.

- D. Leave of Absence - A leave of absence without pay or increment may be granted at the discretion of the Board in cases of special need. Unit members wishing to apply for an unpaid leave of absence should follow the following procedures:

For unpaid leaves of five (5) days or less – The unit member should submit a written request to his or her Building Principal. It is understood that the final decision to approve or deny the request will be made by the Superintendent of Schools in consultation with the Building Principal. It is understood that in an emergency situation such request may be made at the time or following the day in question.

For unpaid leaves of more than five (5) days – The unit member should submit a written request to the Board of Education through the Clerk of the Board.

- E. Public Office Leave of Absence - The Board will grant a leave of absence without pay or increment to any Employee to campaign for or serve in a public office.
- F. Requests for Extension of Leave - All requests and grants of extensions or renewals of leaves will be in writing.
- G. Parental Leave - An Employee will be granted a parental leave of up to one (1) year for the purpose of bearing or raising his/her child. Notification in advance shall be made to the Superintendent at least forty-five (45) calendar days prior to the onset of the leave; provided, however, that the District will waive this requirement in emergency situations. Parental leaves shall be available to adoptive parents.

All benefits to which an Employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave, will be returned to the Employee upon return at the expiration of the leave. The Employee will be assigned to the same or similar position which was held at the time said leave commenced. An Employee who returns from such leave will be placed on the same level of the salary schedule the Employee was on when the leave commenced, except that a teacher having worked at least twenty (20) weeks in the school year in which the leave commenced shall be placed on the next higher level of the salary schedule.

- H. Military Leave - Section 242 of the Military Law, State of New York, shall govern all military leaves.

I. Union Business - Twenty-four (24) work hours per year may be used upon timely notification by the OVTA President/designee for attendance at PERB, Arbitration, Worker's Compensation, Mediation Board, or Labor Board hearings without loss of pay. This time is not cumulative and must be taken in one-hour blocks.

J. Sick Leave Bank -

1. There shall be established a Sick Leave Committee each school year consisting of two (2) OVTA representatives and two (2) administration representatives. Said Sick Leave Committee shall review and pass upon applications for additional sick leave days submitted by bargaining unit members who choose to enroll in the bank.
2. Applications for additional sick leave days may be made to the Committee by any participating bargaining unit member who has suffered illness or injury (as hereinafter defined) whose accumulated sick leave has been exhausted, and who has no other source of disability coverage which provides benefits in excess of those provided by the sick leave bank. Income from said disability coverage added to District salary payment shall not exceed said bargaining unit member's daily rate of pay. Each sick leave bank day granted shall constitute a deduction of a full day and not a fractional equivalent. (Intent is not to have an Employee receive a combined payment of more than his/her daily rate of pay nor to have fractionalized sick leave days.)
3. For purposes of the Article, the term "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession. Maternity disability shall qualify for these benefits. Any dispute as to whether or not an illness or injury is "serious" as used herein shall be resolved by medical evidence. A physician selected and paid for by the District shall examine the applicant and submit a diagnosis to the Committee. The applicant shall have the right to review the diagnosis and submit other medical information or documentation at the applicant's expense. The bank is not intended to cover absences of a day, or several days, in excess of accumulated sick leave, or situations where there is no serious or prolonged illness or injury.
4. Prior to, or no later than concurrent with the submission of the application for additional sick leave days from the sick leave bank, the applicant shall provide the Committee with a medical report setting forth the nature of the illness/injury and the anticipated date of recovery and return to work. The Committee shall have the right to request additional medical information as well as the right to have the applicant examined by a physician selected and paid for by the District. The applicant shall have the right to review the medical reports and submit other medical information or documentation, at the applicant's expense.
5. If additional sick leave is granted by the Committee, said additional leave may be granted in blocks of up to fifteen (15) work days up to a maximum of sixty (60) work days per illness or injury, and shall be expended from the bank upon the basis of one (1) paid day for each paid work day which would have been received had there been no illness or injury.
6. To join the bank, a bargaining unit member must enroll between September 1 and September 15, or within two (2) weeks of the date of employment. Upon joining the sick bank unit members will be assessed two (2) sick days and will contribute one additional day each subsequent year until his or her account has been credited with

five (5) days. Each September 15 participants shall be assessed, at their discretion, one (1) or two (2) additional sick leave days from that year's leave. A member shall not be assessed after his/her account has five (5) days' credits. This assessment shall be made in whole days; therefore, the amount contributed for each participant will be zero (0), one (1) or two (2) days each year. Each September 15 the District shall invest ten (10) days. It is understood and agreed that the total available days is to be in no way construed as a guarantee or commitment by the District that such sick leave days must or will be expended in the designated time period. The total of said figures represents only the amount which is available in the event the Committee determines an application to be meritorious and within the purview of the Article. Computation of final assessments and appropriate deductions shall be as of June 30 of each year. In the event the bank reserves fall below seventy-five (75), participants may freely donate up to an additional two (2) accumulated sick leave days.

7. Majority decisions of the Committee shall be final, binding, and not subject to the Grievance and Arbitration Procedure set forth in this contract. If the Committee deadlocks, the dispute shall be immediately submitted to the American Arbitration Association for expedited adjudication. Costs for the services of the Arbitrator shall be equally shared by the District and the Association. The decision of the Arbitrator shall be final and binding.

#### **ARTICLE 8** *EDUCATIONAL CONFERENCES*

Employees may submit requests for educational conference days to the Superintendent, stating the time, place and purpose of the conference. The Superintendent will then submit the request for the conference grant to the Board for approval or disapproval. A reason shall be given for disapproval of the request. Employees are to give an estimate of the expense when the request is submitted. The Board will notify the Employee in the amount of the reimbursement when the request is approved. The amount of reimbursement will be agreed upon in advance. The Board reserves the right to delegate to the Superintendent the responsibility for carrying out this Article.

#### **ARTICLE 9** *VISITATION DAYS*

Employees may submit requests for visitation days to the Superintendent, stating the place, time, and purpose of the visit. The Superintendent will then submit the request for visitation to the Board for approval or disapproval. A reason shall be given for disapproval of a request.

#### **ARTICLE 10** *JURY DUTY*

If an Employee serves on jury duty, the Board shall provide the necessary substitute and pay the person on jury duty the difference between the jury-duty pay and his/her salary.

**ARTICLE 11**  
**WORKING CONDITIONS**

- A. The Board of Education agrees to make available in each school adequate duplicating types of equipment and materials to assist employees in preparation of instructional material.
- B. The Board of Education shall make available in future buildings, and maintain in existing buildings, (provided lavatory facilities already exist), adequate restroom and lavatory facilities for Employee use only and at least one room, appropriately furnished and cleaned daily, which shall be reserved for use as a faculty lounge. Such rooms and facilities shall be cleaned daily by the custodial staff. The faculty room shall contain a telephone with an outside line for Employee use--at the Association's expense if the Association desires one. It shall also be equipped with a P.A. speaker to receive messages from the main office. It will be provided with lounge type furniture. It shall have a desk and a working computer for Employee use only.
- C. No major physical changes shall take place in an Employee's room during the school year or periods when school is not in session without prior consultation with the Employee as to the effects of said changes.
- D. Each teacher will be provided with a written tentative schedule of classes that he/she will be teaching in the fall by June 15 of the previous school year. Changes may be made due to extenuating circumstances, e.g., (significant change in enrollment). In the event of a change, the teacher will be notified within one (1) week of such change.
- E. Employees will not be asked to perform any duties which will place them in the threat of and/or in physical danger. This shall apply to a bomb threat, or any similar circumstances.
- F. Effective September 1, 2001, use of District phones by unit members for personal long distance or other toll calls will require the use by the unit member of his or her personal calling card. The District will explore alternatives for using the current phone system to address the issue of billing.

**ARTICLE 12**  
**WORK DAY/WORK YEAR**

- A. The regular work day will not exceed seven (7) hours, twenty (20) minutes in length; however, starting time will be no earlier than 7:30 a.m. nor later than 9:00 a.m. On Fridays and on days beginning a vacation, Employees may leave directly after buses.
- B. At the faculty meeting held on the first day of school, each school year, each building faculty and building administrator will agree on a day of the week, other than Friday, for faculty meetings. Faculty meetings shall be held on the agreed upon day unless an emergency situation arises and then teachers will receive twenty-four (24) hours prior notice of the altered meeting time and place. Employees who are unable to attend a faculty meeting will notify the building principal as soon as possible and provide a reason for the absence.
- C. District-wide faculty meetings shall be scheduled on one of the two faculty meeting days previously established.
- D. Employees will place their initials next to their names on a typed list upon arrival and upon departure each school day. This will not include recording their time of arrival or signing in.

- E. Employees shall be entitled to a thirty (30) minute duty-free lunch period. School Nurses, teaching assistants, and Interpreters who work seven (7) hours, thirty (30) minutes or more, exclusive of the one-half hour meal period, will be entitled to two (2) 15 minute paid rest periods. School Nurses, teaching assistants, and Interpreters who work six (6) hours or more, but less than seven (7) hours, thirty (30) minutes exclusive of the one-half hour meal period, will be entitled to one (1) 15 minute paid rest period.
- F. The length of the work year shall be no more than 186 days, two (2) of which shall be Superintendent Conference Days.
- G. In addition to the faculty meetings, unit members will be required to attend the following:
  - 1. One departmental, grade level or team meeting, or other curriculum, instruction, assessment, and AIS issues related discussion identified by the Administration, five (5) times per year, of up 90 minutes after the end of the regular school day. Such meetings are to be scheduled by the Administration. If it is determined by the administration that a unit member or group of unit members should attend a particular program as part of this obligation, they will be provided at least two weeks notice of this requirement. In no case will a unit member be directed to attend a program during the regular school calendar breaks.
  - 2. On up to two days per year, parent teacher conferences may be scheduled. On such days teaching personnel may be required to be in attendance until 7:00 PM.

**ARTICLE 13**

*CLASS SIZE/CLASS LOAD/ PREPARATION TIME*

- A. Junior-Senior High School teachers will normally be assigned no more than 240 minutes of instruction class time per day. A teacher may be assigned an additional 40 minutes per day, provided such assignment is for an elective or AIS. A teacher may not volunteer to teach above 280 minutes per day unless such arrangement is approved by the District and the Association.
- B. The BOE recognizes optimum levels of class size and will attempt to maintain those levels.
- C. A science lab and AIS assignment shall be considered instructional time.
- D. Each elementary teacher shall have forty (40) minutes per day, and each Junior-Senior High School teacher eighty (80) minutes per day to be used as a preparation period; there shall be no duties other than preparation for classes assigned to a teacher during this period. This preparation period shall be separate and distinct from the teacher's duty-free thirty (30) minute lunch period.

**ARTICLE 14**

*STUDENT DISCIPLINE AND EMPLOYEE PROTECTION*

- A. The BOE recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom. The BOE further recognizes that the teacher may not fairly be expected to assume a role beyond that of a teacher. Whenever it appears that a particular pupil requires special

attention, the Board or the Administrator will determine and take what action is necessary.

- B. A teacher may temporarily remove a pupil from a class or classes when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. If a student is temporarily removed from class for more than one (1) day, a parent-teacher-administrator conference is to be held as soon as possible.
- C. Employees will have the right, upon request, to review the contents of their personnel file, except for legally confidential materials and to make copies of any non-confidential documents in it. An Employee will have the right to have a representative accompany him/her during such review. The Administration may also have a representative present at such a review.
- D. No material of a detrimental nature will be placed in an Employee's personnel file unless the Employee has had an opportunity to review such material and affix his/her signature to the copy to be filed. It is explicitly understood that such signature in no way indicates agreement with the contents of the copy, only that the Employee had an opportunity to read the material. The Employee will also have the right to submit a written answer to such materials which shall be attached to the file copy. However, an incident which has not been reduced to writing within two (2) months of its discovery or its occurrence, whichever is later, may not be added to the file.
- E. Any serious complaint against an Employee shall, within two (2) school days, be referred to the Employee involved and an attempt will be made to arrange a conference between the complainant and the Employee. If the complainant fails to appear within three (3) school days, the complaint will be dropped. If, after the conference, the matter is unresolved, the Employee shall be advised in writing of his/her right to be represented by the Association in connection with this matter and all subsequent meetings will be mutually agreed upon by all parties involved. If additional meetings are required, then, if the Employee desires, a representative of the Association shall be present.

The Administrator may keep a folder of his/her disposition of the complaints. The Administration shall notify an Employee within two (2) school days when any material is added to an Employee's file.

- F. The official personnel file for each Employee shall be only that file which is kept in the central district office. The Building Principals may have duplicate personnel files for each Employee in the building.

**ARTICLE 15**  
**SUMMER SCHOOL**

OVCS teachers will be given primary consideration for those teaching positions open during the summer months in OVCS.

**ARTICLE 16**  
**SUBSTITUTES**

Every effort will be made by the District to hire substitute teachers for teachers who are absent. A teacher shall not have the responsibility for securing his/her own substitute teacher and if substitutes are not available the Administrator will use his/her best judgment in covering the classes.

**ARTICLE 17**  
**PARAPROFESSIONALS/TEACHER AIDES/LICENSED TEACHING ASSISTANTS**

Para-professional personnel, teacher aides, and licensed teaching assistants shall be employed only to assist teachers and shall function only under supervision of the classroom teacher as defined in Section 80.33 of the Regulations of the Commissioner of Education.

**ARTICLE 18**  
**ASSOCIATION RIGHTS**

- A. The Association will have the right to use school facilities without cost at reasonable times for meetings after school with prior notice of five (5) school days of the request to the Building Principal.
- B. Association Files and Phone - The Association will be allowed to maintain records in the teachers' room in each building.
- C. Building Representatives -
  - 1. The Association shall select a committee not to exceed three (3) members in each building and said representatives shall meet, at mutually agreeable times, with the Principal, at least once every four (4) weeks during the school year, or more often if necessary, to review and discuss local school problems and practices.
  - 2. Each building representative shall be permitted to carry on Association business before or after school (or during the lunch period) in his/her building, providing it does not conflict with the normal operation of the schools.
  - 3. The building representative shall be provided with time at the end of all building faculty meetings to report on matters involving representation of the Employees by the Association.
- D. Use of Facilities - The Association shall have the right to use all communicating systems including, but not limited to: bulletin boards, faculty mailboxes, intra-school mail delivery, public address system, and closed-circuit television, providing such use doesn't interfere with the educational process.
- E. Release Time for Association Activities - The Board agrees that a delegate designated by the Association to the Representative Assembly of NYSUT will, upon request, be granted release time for up to three (3) days with pay for purposes of engaging in local, state, and national activities. The OVTA will reimburse the District for the costs of the substitute.

**ARTICLE 19**  
**STAFFING NEEDS**

By February 1 of each school year, the OVTA will make recommendations, if any, in regard to additional teaching staff needs. The BOE will consider and make decisions based upon these recommendations and other information received from the administrative staff.

**ARTICLE 20**  
**TEACHER EVALUATION**

Purposes - The chief purposes of the evaluation of the teaching staff shall be:

- A. To maintain a highly qualified, competent staff, and
- B. To promote its continuing development.

To further these purposes, the supervisory personnel responsible for the evaluation of teachers shall acknowledge the right of the teacher to:

- 1. know how well he/she is performing the duties and responsibilities of his/her position.
- 2. know the area in which improvement is needed,
- 3. have candid appraisal of his/her work,
- 4. discuss his/her evaluation reports with his/her supervisor, and
- 5. ask for supervisory assistance where needed.

Formal Evaluation Guidelines -

- A. One of the three (3) evaluations for first year teachers will be at a time mutually agreed upon by the teacher and the Administrator.
- B. All observations of classroom teaching performance of a teacher will be conducted openly by Administrators with full knowledge of the teacher.
- C. Classroom teaching observations will be conducted at reasonably spaced intervals of at least two (2) weeks to provide an opportunity for improvement from previous observation. The form to be used by the evaluator will be the "Evaluation Form" developed by the District and the Association. Changes may be made in the "Evaluation Form" at any time by mutual agreement of the Association President and the Superintendent.
- D. The following process will be followed during the probationary period for all non-tenured teachers. Non-tenured teachers will receive a minimum of three formal classroom observations annually. No more than two formal classroom observations per semester may occur unless requested by the teacher. At least one of the formal classroom observations will be a scheduled observation. There must be at least two weeks between formal classroom observations. All formal classroom evaluations will be completed by April 15.
- E. Tenured teachers shall be evaluated at least once a year. All formal classroom evaluations will be completed by May 15. A teacher's request for additional lesson evaluations should

be honored. No more than one (1) formal evaluation per semester shall occur unless requested by the teacher. A tenured teacher may choose an alternative form of evaluation (peer review, portfolio review, self review or videotape assessment), but one formal evaluation will be conducted at least every other year.

- F. Each formal classroom evaluation must be at least forty minutes in length. The observation will be followed within five (5) school days by a post-conference during which the lesson will be evaluated by the Administrator and the evaluation discussed with the teacher. The written evaluation report will be sent to the teacher within ten days after the post-conference. The written report of the observation and evaluation is to be signed by both the evaluator and the teacher. The teacher's signature does not indicate agreement with the evaluation; it only indicates that a conference was held and the teacher received a copy of the evaluation. The teacher will have the right to attach a written response to the evaluation. The response must be submitted within five (5) school days after receipt of the written evaluation.
- G. Only the teacher's Building Principal or the Superintendent shall act as evaluators. In cases of peer or self-review an administrator will review the evaluation with the parties prior to signing it.

#### **ARTICLE 21**

##### *INTERPRETER, LICENSED TEACHING ASSISTANT, SCHOOL NURSE EVALUATION*

An interpreter, licensed teaching assistant or school nurse's work performance shall be openly evaluated for the purpose of improving work performance and for the purpose of making decisions on employee retention. Any evaluation shall be written and a copy given to the employee for his/her signature prior to placement in the personnel file. The employee shall have the right to respond to the evaluation in writing and that response shall be attached to the evaluation in the file.

#### **ARTICLE 22**

##### *EMPLOYEE DISCIPLINE*

- A. No Employee will be disciplined, reprimanded, reduced in rank or compensation or otherwise deprived of any professional advantage without just cause and due process. Teachers who have not served two (2) continuous years in the District are not covered by this Article.
- B. In a situation in which a supervisor, administrator, or the Board may choose to confront an Employee for the purpose of formal discipline or reprimand, the Employee shall be advised at least twenty-four (24) hours prior to such conference as to the nature of the meeting and shall be given the opportunity to have representation at such meeting.

#### **ARTICLE 23**

##### *TEACHER NOTIFICATION*

The Building Principal will meet with all probationary teachers between April 15 and May 1 to indicate his/her present intentions regarding employment for the next school year.

**ARTICLE 24**  
**SUB-CONTRACTING**

Professional duties presently performed by members of the bargaining unit will not subsequently be performed by other parties who would not fall within the scope of the professional qualifications necessary to become part of the unit.

**ARTICLE 25**  
**INSURANCE**

- A. The District agrees to provide hospitalization insurance on an individual or family contract on active members at the level of benefits in place as of June 30, 1997. Unit members shall pay towards the premium cost for health coverage in accordance with the chart below.

	<i>Individual/ 2 Person Coverage</i>	<i>Family Coverage</i>
Effective July 1, 2004	\$750	\$800
Effective July 1, 2007	\$800	\$850

- B. Effective July 1, 2004: For unit members retiring with twenty (20) years service in the District, the District will pay the total health insurance premium on an individual contract and fifteen percent (15%) of the retiree's spouse's insurance until the retiree or spouse reaches the age for Medicare coverage, at which time the District will provide a Medicare supplement at the same percentage of payment. For a unit member retiring with fifteen (15) years service in the District, the District will pay the total health insurance premium on an individual contract and ten percent (10%) of the retiree's spouses insurance until the retiree or spouse reaches the age of 65 at which time the District will provide a Medicare supplement at the same percentage of payment. For a unit member retiring with ten (10) years service in the District, the District will pay 50% of the premium on an individual contract until the retiree reaches the age of 65 at which time the District will provide a Medicare supplement at the same percentage of payment. For unit members hired on or after July 1, 2004: Members retiring with twenty (20) years service in the District, the District will pay eighty-five percent (85%) of the health insurance premium on an individual contract until the retiree reaches the age of 65 at which time the District will provide a Medicare supplement at the same percentage of payment.
- C. The District and the Association shall establish a committee, comprised of no more than three (3) members of the Association and three (3) District representatives, for the purpose of exploring other health care plans which offer comparable or increased benefit coverage at lower cost than the present health care plan.
- D. The District agrees to provide a major medical lifetime benefit of \$1,000,000.
- E. The District will provide Excellus Blue Shield Schedule B with supplemental basic dental insurance coverage. The District will pay 100% of the cost of the premium for each enrollee for individual coverage. For each enrollee for family coverage, the District will pay 30% of the cost of the family minus individual coverage premium rate plus 100% of the cost of the individual coverage premium rate.

The District may select new insurance carriers provided that all current insurance protections remain the same or are improved.

- F. No Employee shall be required to use his/her personal automobile to transport students or other persons within or without the school district. However, if the Employee consents to the use of his/her automobile and such use has been authorized by the Administration or the school district, the teacher or school nurse shall be reimbursed at the federal allowable IRS rate for mileage reimbursement. The school district carries insurance; however, this is secondary coverage. The Employee should be aware that primary coverage will be afforded through his/her own personal automobile insurance.
- G. The school district will carry insurance coverage for loss of personal property (through fire, vandalism, etc.) up to a maximum of \$500 per Employee or \$5,000 blanket coverage on all Employees. Said insurance covers personal property inasmuch as the Employee is acting in the discharge of his/her duties within the scope of his/her employment, provided that the Employee presents a full report of the incident to the BOE stating expenses, time of the loss or damage, the event or events leading to the loss or damage and the people involved in the said occurrence.

H. Health Insurance Option

1. All unit members who are eligible for and participate in the District health insurance plan as of May 1, 2000, shall have the option of dropping the health insurance coverage provided by the District and will receive \$1,000 annually. Such payment shall be prorated in accordance with the unit member's FTE.
2. All new unit members who meet the criteria and who elect not to take the health insurance coverage will also be eligible for said payments.
3. Notification for requesting this option must be given in writing and proof of alternate coverage must be provided to the Superintendent/designee by April 30<sup>th</sup> or upon the date of hire for new unit members.
4. Payment will be issued as follows:  
  
    \$500 in the first payroll after December 1 and;  
    \$500 in the last pay period in June,  
  
or upon the unit member's separation from the District. The payment shall be prorated if less than a full year of employment.
5. If a unit member wishes to change his/her option, written notice must be given to the Superintendent/designee by April 30<sup>th</sup>, regardless of the date of hire, and said change will be effective as of July 1<sup>st</sup> of the succeeding fiscal year if the criteria of the health insurance plan is met and approved.
6. A unit member who loses coverage under a spouse's insurance will, upon presenting proof of said loss to the Superintendent/designee, be allowed re-entry into the insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be on a pro-rated basis if re-entry is in the same year the plan was dropped.
7. Any requests that jeopardize the health insurance plan will be refused.
8. Where two spouses are employed by the District, they shall be eligible for one family plan or two individual plans only.

**ARTICLE 26**  
*PAYROLL DEDUCTIONS AND TAX SHELTERED ANNUITIES*

- A. Necessary legal forms will be distributed to all Employees by April 1 of each year. These forms are to be returned by May 15 of each year in order that Employees may indicate their preference of 21 or 26 payroll checks, both payroll plans to be implemented for the following school year. Once the Employee selects either 21 or 26 paychecks that shall be binding for the following school year, except in extenuating circumstances.
- B. All newly hired Employees will be given the opportunity of selecting a 21 or 26 payroll check preference during the opening day of school.
- C. Unit members may make contributions to District approved tax sheltered annuities provided that the employee has signed all paperwork required by the business office and the TSA in question has signed off on a save harmless agreement developed by the District. Individual unit members will select the TSA's that they wish to participate in.
- D. All Employees shall have the option available to them to designate that the District direct-deposit their regular paychecks with the local bank. This designation shall be given to the District at the start of the school year, not later than the first payday.
- E. The Board shall establish an IRS section 125 plan for the purpose of paying employee contributions towards the cost of the health insurance premium and as per regulations concerning payments relative to the health insurance option.

**ARTICLE 27**  
*TEACHER SALARY PROVISIONS*

- A. No full-time teacher shall work in any capacity without a salary agreement being offered. This agreement shall define area of tenure and teaching area.
- B. Prior Service Credit - Teachers coming to the system who possess New York State teaching certification may be allowed full year-for-year credit for each year of experience up to a maximum of ten (10) years. Prior non-teaching experience must be directly related to the subject area for which the individual is hired. Under no circumstances shall step placement exceed prior experience. In the event that a non-certified teacher is hired, said teacher, upon receipt of New York State certification, may be credited with year-for-year experience credit as above.
- C. Graduate Credit - Credit will be given for any graduate course related to the teacher's area of instruction. If this work was completed in the spring or summer sessions, horizontal transfer on the salary schedule will take place in September. An official transcript of work completed in all accredited institutions in the general field will receive compensation starting in September. If completed during the fall semester, credit will be given in February upon receipt of proof as stated above.
- D. In-Service Training - Local credit will be given for workshops attended by participating teachers with prior approval of the BOE. The amount of credit will depend upon the length of workshops, number of meetings, and attendance of the participants.

- E. Curriculum/Staff Development Work will be compensated at the rate of \$15.00 per hour, effective July 1, 1996. This rate will be increased to \$18.00 per hour effective July 1, 2001 and to \$20.00 per hour effective July 1, 2002.
- F. Proctoring/grading of each summer Regents examination shall be compensated at 1/200 of the teacher's current salary.
- G. Bargaining unit members appointed to the position of Head Teacher for the Otselic Valley Elementary School will be paid a yearly stipend of \$500. Such position is subject to yearly appointment by the Board of Education.
- H. Bargaining unit members appointed to the position of Mentor will be paid a yearly stipend of \$750. Such position is subject to yearly appointment by the Board of Education. Assigned Mentor duties performed during the months of July and August will be compensated at the Curriculum/Staff Development rate listed under section E, above.
- I. No newly hired teacher will be hired at a base rate greater than a bargaining unit member with the same years of experience.

**ARTICLE 28**  
**EXTRA DUTY PAY SCHEDULE**

Chaperone activities shall be voluntary except for club and class advisors, and coaches, who will chaperone their advisee's activities or arrange for a substitute acceptable to the building administrator. Such chaperone duty shall include supervision of preparations for the activity and cleanup operations after the activity. Coaches who are paid for their extra duty will not receive an additional stipend for chaperoning the activities they coach.

Advisors, coaches, and chaperones shall be paid for approved activities according to the following schedule:

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
<b>A. Chaperones</b>				
1. On school grounds	\$49	\$50	\$52	\$54
2. Off school grounds	\$63	\$66	\$68	\$71
3. Senior trip food allowance: with receipts submitted	\$75	\$77	\$80	\$83
<b>B. Band Directors</b>	\$1,290	\$1,338	\$1,391	\$1,444
<b>C. Yearbook</b>	\$1,290	\$1,338	\$1,391	\$1,444
<b>D. Play Directors</b>				
1. Spring Play Director (3)	\$1,290	\$1,338	\$1,391	\$1,444
2. Fall Play Director	\$1,290	\$1,338	\$1,391	\$1,444
<b>E. Ski Club</b>	\$708	\$734	\$764	\$793
<b>F. Advisors</b>				
1. Grades 7-10	\$167	\$173	\$180	\$187
2. Jr. Class	\$292	\$303	\$315	\$327

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
3. Sr. Class	\$416	\$432	\$449	\$466
4. Student Council (2)	\$374	\$388	\$403	\$418
5. Honor Society (2)	\$167	\$173	\$180	\$187
6. SADD	\$167	\$173	\$180	\$187
7. Newspaper (2)	\$416	\$432	\$449	\$466
8. Web Class Advisor	\$167	\$173	\$180	\$187
9. Book Club Advisor (Elem/HS)	\$167	\$173	\$180	\$187
10. Asst Cheerleading Advisor	\$749	\$777	\$809	\$839
<b>G. Accompanist</b> (per performance)	\$36	\$38	\$39	\$41
<b>H. Tutoring/Home Instruction</b> per hour	\$34	\$35	\$37	\$38
<b>I. Hall or bus duty</b> before and/or after teacher normal hours and lunch detentions per hour	\$26	\$27	\$28	\$29
<b>J. Athletics</b>				
1. Soccer				
a. Boys Varsity	\$1,642	\$1,703	\$1,771	\$1,838
b. Girls Varsity	\$1,642	\$1,703	\$1,771	\$1,838
2. Basketball				
a. Boys Varsity	\$2,564	\$2,660	\$2,766	\$2,870
b. Boys Jr. Varsity	\$2,176	\$2,257	\$2,347	\$2,435
c. Girls Varsity	\$2,564	\$2,660	\$2,766	\$2,870
d. Girls Jr. Varsity	\$2,176	\$2,257	\$2,347	\$2,435
3. Varsity Baseball	\$1,642	\$1,703	\$1,771	\$1,838
4. Varsity Softball	\$1,642	\$1,703	\$1,771	\$1,838
5. Varsity Volleyball	\$2,176	\$2,257	\$2,347	\$2,435
6. Cheerleading	\$1,498	\$1,554	\$1,616	\$1,677
7. Jr. High Sports (6)	\$1,205	\$1,250	\$1,300	\$1,349
8. Athletic Director	\$2,030	\$2,106	\$2,190	\$2,272
<b>K. 30 Second Timer</b> (per game)	\$26	\$27	\$28	\$29
<b>L. Scorekeeper (Basketball)</b>	\$26	\$27	\$28	\$29
<b>M. Mock Trial</b>	\$167	\$173	\$180	\$187
<b>N. Biology Club</b>	\$167	\$173	\$180	\$187
<b>O. Envirothon</b>	\$167	\$173	\$180	\$187
<b>P. Spanish Club</b>	\$167	\$173	\$180	\$187

\*The base pay will be increased by 5% for each year of experience the individual has in the discipline up to a maximum of 75% or fifteen (15) years. Uncertified and out of District personnel will receive the base salary only. When a former member of the bargaining unit applies for and is appointed to an above listed position, he or she will be granted experience credit as if a current unit member.

**ARTICLE 29**  
**TEACHER SALARY COMPUTATION**

- A. All teachers will be placed on a proper salary step in relation to years of experience, graduate hours, or advanced degrees held.
- B. The District will grant a salary differential of \$1,000 to those who possess a Master's Degree.
- C. Teachers will receive reimbursement of \$45.00 for graduate hours completed in blocks of three (3) hours. In order to receive reimbursement for graduate hours earned after a teacher has completed requirements for permanent certification or thirty (30) graduate hours, Board of Education approval will be necessary. The District will not reimburse teachers for more than sixty (60) graduate hours beyond a Bachelor's Degree. Credit earned through competency examination is excluded from reimbursement.
- D. The base salary for a teacher new to the profession and possessing a Bachelor's Degree and less than three (3) graduate hours shall be as follows:

2004-05	\$31,197
2005-06	\$31,626
2006-07	\$32,258
2007-08	\$32,702

- E. **Salary Increases**
  - July 1, 2004            3.5% increase in base rate for each returning unit member
  - July 1, 2005            3.75% increase in base rate for each returning unit member
  - July 1, 2006            4.0% increase in base rate for each returning unit member
  - July 1, 2007            3.75% increase in base rate for each returning unit member

Nurse(s) to receive 75% of step on salary schedule for number of years of experience.

Interpreter(s) to receive 67% of step on salary schedule for number of years of experience.

Licensed Teaching Assistants to receive 50% of step on salary schedule for number of years of experience. Licensed Teaching Assistants will be compensated for college credit hours above the Associates Degree at the rate of \$22.50 per credit hour in blocks of three (3) as approved by the Superintendent.

- F. Salary schedules reflecting the above information shall be attached to this contract as Article 30.
- G. Longevity Stipend:
  - \$300 following completion of third year of service.
  - \$75.00 per year of service following completion of fifth year of service.

**ARTICLE 30**  
**TEACHER SALARY SCHEDULE**

<b>STEP</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
1				
2	31,197	31,626	32,258	32,702
3	31,733	32,367	32,891	33,468
4	32,521	32,923	33,662	34,124
5	33,150	33,740	34,240	34,924
6	33,602	34,393	35,090	35,524
7	34,181	34,862	35,769	36,406
8	34,768	35,463	36,257	37,110
9	35,481	36,072	36,881	37,617
10	36,195	36,811	37,514	38,264
11	36,909	37,552	38,284	38,921
12	37,678	38,293	39,054	39,719
13	38,419	39,091	39,825	40,519
14	39,171	39,860	40,655	41,318
15	39,924	40,640	41,454	42,179
16	40,676	41,421	42,265	43,009
17	41,427	42,201	43,078	43,850
18	42,180	42,980	43,889	44,694
19	42,932	43,762	44,700	45,535
20	43,777	44,542	45,513	46,376
21	44,628	45,419	46,323	47,219
22	45,480	46,302	47,236	48,061
23	46,349	47,185	48,154	49,007
24	47,217	48,087	49,073	49,960
25	48,089	48,987	50,011	50,913
26	49,001	49,893	50,947	51,886
27	49,914	50,839	51,888	52,857
28	50,826	51,786	52,872	53,834
29	51,738	52,732	53,857	54,855
30	52,690	53,678	54,841	55,877
31	53,644	54,666	55,825	56,898
32	54,639	55,656	56,852	57,918
33	55,634	56,688	57,882	58,984
34	56,671	57,721	58,955	60,053
35	57,706	58,797	60,029	61,166
36	58,743	59,870	61,148	62,281
37	59,781	60,946	62,265	63,442
38	60,870	62,022	63,384	64,600
39			64,503	65,761

**ARTICLE 31**  
**SAVINGS CLAUSE**

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiations.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all of the other provisions of this Agreement shall continue in effect.

**ARTICLE 32**  
**ELEVEN-MONTH POSITIONS**

When any Employee is requested to work eleven months, the eleventh month shall consist of twenty (20) work days over and above those days required for regular Employee attendance. Compensation for the additional month shall be computed at a rate of 1/10th of the total yearly salary due the Employee for the school year beginning the following September.

**ARTICLE 33**  
**PAYMENT FOR UNUSED ACCUMULATED SICK LEAVE**

Payment for unused accumulated sick leave shall be at the rate of \$15 per day (effective July 1, 2001 the rate will increase to \$50 per day) up to a total of 200 days for unit members who have worked fifteen (15) years in the Otselic Valley Central School District and who submit their resignation six (6) months prior to the date of retirement. Payment shall be made with the Employee's last regular paycheck.

**ARTICLE 34**  
**DRIVER EDUCATION SUMMER POSITION**

The position of summer driver education instructor shall be compensated at the equivalent of one two hundredth of the base rate, based on the instructor's years of District experience as a driver education instructor, times thirty, per summer course offering. The position of driver education instructor shall first be offered to Otselic Valley teachers on a yearly basis. In the event that no Otselic Valley teacher is qualified or desires the position, then the District shall seek personnel from outside the District. The compensation for a non-bargaining member shall be equivalent to one two hundredth, times thirty, of the first step per summer course offering. For class size which is fewer than 12 or more than 16 the Association and the District will negotiate adjustment in the salary.

**ARTICLE 35**  
**MANAGEMENT RIGHTS**

All rights vested in management prior to the execution of this Agreement shall remain vested in management unless expressly limited by this Agreement.

**ARTICLE 36**  
*REQUIRED STATEMENT*

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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 37**  
*ELEMENTARY RECORDKEEPING DAY*

Elementary teachers shall have one (1) full day for recordkeeping duties in June unless the granting of such day will penalize the District in aid based on student attendance. This day will be granted prior to the last day students are in attendance in June. The Superintendent retains the right to designate said day. At the discretion of the Superintendent the elementary record keeping day may be set as two half days with students being dismissed after 12:00 noon.

**ARTICLE 38**  
*DURATION*

The terms and conditions of this Agreement, except as otherwise stated, shall be in effect for the duration of the contract: from 12:01 a.m., July 1, 2004, to 12:00 midnight, June 30, 2008.

It is understood and agreed that, upon ratification by both parties, collective bargaining for a successor agreement to the 2000-2004 contract will be concluded.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
For the Association

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## MEMORANDUM OF AGREEMENT

The Otselic Valley Central School District ("District") and the Otselic Valley Teachers' Association ("Association") hereby agree to the following:

1. Members of the bargaining unit whose effective date of retirement is between the period of July 1, 1990 and June 30, 1993, and who have twenty (20) years of service in the District, shall receive the total hospitalization, medical, and major medical insurance premium paid by the District on an individual or family contract for the health care plan then in effect, as prescribed by Article 25 of the collective bargaining agreement.
2. This memorandum of agreement and the terms covered herein shall not be considered as a part of the 1990-93 collective bargaining agreement and the parties enter into this memorandum of agreement waiving any and all such claim for inclusion into said collective bargaining agreement. As such, this memorandum and its contents shall not be subject to any and all rights accrued under the 1990-93 collective bargaining agreement including, but not limited to, Article 5, Grievance Procedure, and Article 25, Insurance. While this memorandum of agreement and the terms covered herein shall not be considered as a part of the 1990-93 collective bargaining agreement, the District understands its obligation to continue to make the total hospitalization, medical and major medical insurance premium payment for the health care plan then in effect on behalf of all eligible persons identified in number 1 above until their death. If the District defaults in its obligation enumerated in number 1 above, it shall be a proper subject of adjudication by a PERB appointed mediator/arbitrator initiated through a joint request by the District and the Association.
3. The terms delineated in number 1 above shall expire on June 30, 1993 and shall thus cease to exist beyond 6/30/93. These terms shall not be continued by application of the "Triborough Doctrine."
4. The Association agrees without reservation that it will not, until the commencement of bargaining discussions leading to the collective bargaining agreement effective July 1, 1999, propose on behalf of members of the bargaining unit any types of Family retirement coverage for the Health and Dental Plans. The Association waives its right to make such a proposal until the round of bargaining discussions, the results of which would secure a collective bargaining agreement effective July 1, 1999.