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COLLECTIVE NEGOTIATIONS

AGREEMENT BETWEEN

**WEST VALLEY CENTRAL
SCHOOL DISTRICT**

AND

**WEST VALLEY
TEACHERS' ASSOCIATION**

Begins: July 1, 2004

Ends: June 30, 2006

RECEIVED

JAN 24 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

PREAMBLE	6
ARTICLE 1. CONCERNING THIS AGREEMENT	6
Section 1.1 Term, Definition, Copies	6
1.11 Duration	6
1.12 Definition of Terms	6
1.13 Cost of Reproducing the Contract	7
Section 1.2 Negotiations on a Successor Agreement	8
1.21 Timeline for Opening Negotiations	8
1.22 Designating Representatives for Negotiations	8
1.23 Negotiations Meetings	8
Section 1.3 Legal Effects	9
1.31 Legal Responsibility for the Board and Laws	9
ARTICLE 2 DISTRICT - FACULTY RELATIONS	9
Section 2.1 Recognition, Dues Deductions	9
2.11 Recognition Clause	9
2.12 Dues Deductions	10
2.13 Full-Time Substitutes	10
2.14 Vote/Cope Deductions	10
2.15 Benefit Trust	10
2.16 Agency Fee	11
2.17 Part Time Members	11
2.18 TSA Deductions	12
2.19 Direct Payroll Deposit	12
ARTICLE 3. GRIEVANCES PROCEDURES	12
Section 3.1 General Matters	12
3.11 Purpose of Grievance	12
3.12 Definition of Grievance	13
3.13 Record Keeping	13
3.14 Protection Against Reprisals	13
3.15 Representing Aggrieved Teacher	13
3.16 Confidentiality of Grievance	13
Section 3.2 Time Limits	14
3.21 Time Limits and Extensions	14
3.22 Oral Level Time Limits on Aggrieved Teacher	14
3.23 Grievance Appeals	14
Section 3.3 Grievance Levels	14
3.31 Oral Level	14

3.32	Written Level	14
3.33	Board Level	15
3.34	Arbitration Level	15
3.35	Binding Arbitration	16
3.36	Waiver of Appeal to Courts	16
3.37	"School Day" During Summer Recess	16
ARTICLE 4. SALARIES AND BENEFITS		16
Section 4.1 Salary Payments		16
4.11	(a) Hiring of New Teachers	17
	(b) Bachelors and Masters Degrees	17
	(c) Placement on Step/Schedule	17
	(d) Graduate Hours/Masters Degree	18
	(e) Approval of Graduate Hours	19
	(f) Proof of Completion of Hours	19
	(g) Part Time Teacher's Salary	19
	(h) Doctor's Degree Stipend	19
	(i) Certification Stipend	19
4.12	Inservice Credits	20
4.13	22 or 26 Pay Option	20
4.14	a) First Paydate	21
	b) Summer Work and Coordinating Duties	21
	c) Paydays for Part Time Members	21
4.15	Guidance Directors Calendar	22
4.16A	School Nurse	22
4.16B	Aides	22
4.16C	Computer Lab Coordinator(s)	22
4.16D	Educational Technology Manager	22
4.16E	Teaching Assistant(s)	22
4.16F	Family Support Assistant(s)	22
4.16G	Full-time Substitute Teacher(s)	23
4.16H	Elementary Counselor(s)	23
Section 4.2 Coaching and Other Extra Duty Pay - 2004-2006		24
4.21	Coaches and Advisors	24
4.22A	Athletic Director	27
4.22B	Coaches Prerequisite Course	28
4.23	Other Duties & Chaperones	28
4.24	New Extra Duties	28
4.25	Tutorial Work	28
4.26	Subcontracting	29
4.27A	PCEN/Chapter 1 Coordinator	29
4.27B	Volunteer Coordinator	29
4.27C	Pre-K Grant Writer	29
4.27D	Support Team Coordinator	29
4.27E	Safety Patrol Coordinator	29
4.27F	Elementary Summer School Teacher	29
4.27G	Standards Facilitators	30
4.27H	School-To-Work Coordinator	30
4.27I	Proctor/Correctors of Summer School Regents Exams	30

Section 4.4 Leaves	30
4.41 (a) Sick Days	30
(b) Sick Leave Bank	31
(c) Bereavement Days	31
(d) Incentive for Sick Leave Reimbursement	31
(e) Workers Compensation	32
4.42 Unpaid Leaves	32
(a) Unpaid Personal Leave	32
(b) Child Raising Leave	32
4.43 Personal Days	33
4.44 Job-Related Leaves	34
1. Jury Duty	34
2. Administrative, Grievance, Judicial Proceedings	34
4.45 Sabbatical Leave	34
(a) Qualifications	34
(b) Special Provisions	35
4.46 Conference Days	35
4.47 Association Days	36
4.48 School Visitation Days	36
 Section 4.5 Other Benefits	 36
4.51 (a) Allegany/Cattaraugus Plan	36
(b) Modifications in Plan	37
(c) Confidentiality	37
(d) Members on Unpaid Leave	37
(e) Extensions of COBRA	38
(f) Pre-existing Conditions/PAP Smear Tests	38
4.52 Health Insurance After Retirement for Full Time Teachers and Nurses	38
(a) Health Insurance – Pre 1976 Retirement	38
(b) Post 1976 Retirement	38
(c) Amount Paid by District	39
4.53 Choice Plan Option	39
4.54 Cash in Lieu of Health Insurance	40
4.55 Double Coverage	40
4.56 Double Coverage Exceptions	40
4.57 Dental Insurance	40
4.58 Long Term Disability Insurance	40
4.59 Life/AD&D Insurance	41
4.60 Vision Insurance	41
4.61 IRS 125 FLEX Plan	41
 ARTICLE 5. MISCELLANEOUS	 42
5.11 Hiring of Qualified Teacher	42
5.12 Notification of Non-tenured Teachers	42
5.13 Teacher Duties	42
5.14 Teaching Load	42
5.15 Teaching Day	43
5.16 Parent Conferences	43
5.17A. Review of Personnel Files/Complaints of Unit Members	43
5.17B. Staff Access to Computerized Information Resources	44
5.17C. Medical or Psychiatric Examination	45

5.18	Observations	45
5.19	School Calendar Suggestions	46
5.20	Classrooms for Teachers	46
5.21	Staff/Program Cuts/ Reductions	46
5.22	Telephone for Association	47
5.23	Lost/Damaged Personal Property	47
5.24	Classes to be Taught by Teacher	47
5.25	Board Agenda/Minutes	47
5.26	Classes Outside of Certification	48
5.27	RCT/NYS Writing Test Correction Time	48
5.28	Transfers	48
	A. Voluntary Transfers	48
	B. Involuntary transfers	49
	C. Vacancies	49
5.29	Shared Decision Making	50
5.30	Layoff/Recall	50
5.31	Merger	51
5.32	Distance Learning	51
5.33	Personnel File	52
APPENDIX A – Sabbatical Leave (Demand Note)		53
APPENDIX B – Grievance Form		54
APPENDIX C – Salary Base and Formula		55
APPENDIX D – School Nurse		57
APPENDIX E – Teacher Aides		58
APPENDIX F – Computer Lab Coordinator		59
APPENDIX G – Educational Technology Manager		60
APPENDIX H – Teaching Assistant		61
APPENDIX I – Family Support Assistant		62
APPENDIX J – Full Time Substitute Teacher		63
APPENDIX K – Elementary Counselor		64
APPENDIX L – Discipline Team		65
APPENDIX L – Annual Professional Performance Review “APPR”		66

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

PREAMBLE

The Superintendent of Schools of the West Valley Central School District (hereinafter called "District") and the West Valley Teachers' Association (hereinafter called "Association") hereby agree as follows:

ARTICLE 1. CONCERNING THIS AGREEMENT

Section 1.1 Term, Definition, Copies

1.11 Duration

The provisions of this Agreement shall be effective July 1, 2004 and continue through June 30, 2006.

1.12 Definition of Terms

As used in this Agreement:

- (a) "District" means the West Valley Central School District.
- (b) "Board" means the Board of Education of the District.
- (c) "Superintendent" means the officer of the District so designated by the Board on an acting or other basis.
- (d) "Association" means the West Valley Teachers' Association.
- (e) "Teacher" means a District employee in the bargaining unit who is certified as a teacher by the New York State Commissioner of Education and whose principal duties are the instruction and counseling of District students.

- (f) "School Nurse" means a District employee in the bargaining unit who is licensed and registered to practice nursing and whose principal duties are set forth in the Cattaraugus Civil Service Commission's job description entitled SCHOOL NURSE.
- (g) "Aide" means a District employee in the bargaining unit who performs the duties of Teacher's Aide as defined under the Regulations of the Commissioner of Education and as set forth in the West Valley Central School job description entitled TEACHER AIDE and including, but not limited to, the titles of Library Aide, PCEN Aide, Pre-K Aide, Elementary Classroom Aide, Special Education Aide, and Study Hall Monitor.
- (h) "Family Support Assistant" means a District employee in the bargaining unit who performs the duties as described in the West Valley Central School "FAMILY SUPPORT ASSISTANT" job description.
- (i) The Elementary Counselor is a bargaining unit position and shall be treated as a teacher in this agreement.
- (j) "Computer Lab Coordinator" means a District employee in the bargaining unit who performs the duties as described in the WVCS "COMPUTER CURRICULUM CORPORATION (CCC) LAB COORDINATOR" job description dated August 19, 1996.
- (k) "Teaching Assistant" means a District employee in the bargaining unit who is certified as a Teaching Assistant under the Regulations of the Commissioner of Education and who performs the general duties as described by law and/or regulations.

1.13 Cost of Reproducing the Contract

The Association will pay one-half the cost of reproducing the Agreement, upon receipt of an itemized bill from the Board of Education, but its payment shall not exceed fifty dollars (\$50). The District will pay the balance of the cost of reproducing the Agreement.

The District will provide the Association with a number of copies equal to twice the number of bargaining unit members.

Section 1.2 Negotiations on a Successor Agreement

1.21 Timeline for Opening Negotiations

After February 1 and before March 1 of the final school year of this Agreement, either party may request the other for a meeting to open negotiations respecting a successor agreement to this Agreement. If neither party requests a meeting, this Agreement shall continue in effect for an additional school year. Such first meeting shall be held not later than 15 school days (unless extended by agreement of the parties) after such request is made at a mutually agreeable date, time and place. At or before such first meeting each party shall simultaneously submit to the other party all proposals concerning all issues which it desires to negotiate. Such proposals shall be in the form of specific additions to, deletions from, or changes in the language of this Agreement. The foregoing shall not preclude either party from later submitting counter proposals respecting the issues raised by the other party. All subsequent negotiation meetings shall be held at dates, times and places mutually agreeable to the parties.

1.22 Designating Representatives for Negotiations

Designated representatives of the District and the Association will meet for the purpose of discussions and reaching mutually satisfactory agreements. Neither party in any negotiation shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

1.23 Negotiations Meetings

All negotiation meetings shall be done at a time mutually agreed to by the Association and Administration, other than a time when an Association meeting member has classes.

Section 1.3 Legal Effects

1.31 Legal Responsibility for the Board and Laws

The parties recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the West Valley Central School System and that the district must operate in accordance with all applicable requirements of law. If any provision of this Agreement or any application of it to any bargaining unit member or groups of bargaining unit members is found to be contrary to law, such provision or application shall be of no further force or effect, but all other provisions and applications shall continue in full force and effect to the extent permitted by law.

1.32 Amending the Contract

This Agreement sets forth the full and complete commitments between the parties. During its term, this Agreement may not be altered, changed, added to, deleted from or otherwise modified except by the voluntary, mutual consent of the parties evidenced by a written, dated and signed amendment to this Agreement.

1.33 Gender-Neutral Language

In this Agreement, a term used in one gender includes the other gender.

ARTICLE 2 DISTRICT - FACULTY RELATIONS

Section 2.1 Recognition, Dues Deductions

2.11 Recognition Clause

The District recognizes the Association as the sole and exclusive representative, for purposes of collective negotiations and the administration of grievances arising under this Agreement, of all classroom teachers (including the elementary counselor and secondary guidance counselor), school nurses, teaching assistants, computer lab coordinators, educational technology managers, family support assistant, full-time substitute teacher, and aides employed by the District except the Chief School Officer and the K-12 Principal(s). The recognition herein shall continue for the maximum period permitted by law.

2.12 Dues Deductions

All bargaining unit members' dues as specified on the Authorization, Designation and Payroll Deduction Authorization Forms will be deducted from the regular pay check in equal installments on paydays beginning with the second payroll period of the fall semester and will not be deducted after the 21st pay period. Employees who work less than ten (10) months will have dues deducted in equal installments beginning with their second paycheck. Such deductions will be made only with respect to current Authorization Forms which have been submitted to the Business Manager's Office not later than one (1) week prior to the second scheduled payday of the fall semester. Dues so deducted will be remitted to the Association's account in the Credit Union no later than the 10th of each month for the preceding month. A transmittal record shall be sent by the District to the Association treasurer at the same time as the dues transmittal to the Credit Union.

2.13 Full-Time Substitutes

A classroom teacher who is hired on a temporary basis to replace another classroom teacher shall be included in the negotiating unit and entitled to the benefits of this Agreement (including placement on the salary schedule hereof) if the temporary position needs to be filled for more than 10 weeks.

2.14 Vote/COPE Deductions

- 1) The District shall deduct, in equal installments beginning with the bargaining unit member's second regular paycheck, and continuing to the last paycheck in June of the school year, such VOTE/COPE contributions as may be authorized by the bargaining unit member. These contributions will be deducted providing the Business Manager is authorized at least one (1) week prior to the second (2nd) paycheck.
- 2) The authorization card used for VOTE/COPE deductions shall be the one designated by, and supplied by the Association.

2.15 Benefit Trust

The District shall check off and remit payment to the NYSUT Benefit Trust upon 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 the payments deducted and shall furnish the plan and the bargaining agent with a list of all employees from whose salaries such deductions have been made.

2.16 Agency Fee

- 1) An agency fee, as determined by the Association, shall be paid to the Association by each member of the bargaining unit who is not a member of the Association.
- 2) Unless the agency fee is paid in full to the Association by September 15 of each school year, the agency fee will be deducted from the employee's regular paycheck in equal installments on paydays beginning with the third payroll period of the fall semester and will not be deducted after the 21st pay period. Dues so deducted will be remitted to the Association's account in the Credit Union no later than the 10th of each month for the preceding month. A transmittal record shall be sent by the District to the Association treasurer at the same time as the agency fee transmittal to the Credit Union.
- 3) The Association shall provide to the business office a list of those bargaining unit members for whom deductions shall be made no later than October 1 of each school year or no later than thirty (30) days from the date of employment of each person hired after September 15 of each school year.

2.17 Part Time Members

A part time teacher, nurse, computer lab coordinator, Educational Technology Manager, teaching assistant, or guidance counselor is a bargaining unit member who is hired for less than a full day or a full week. Unless otherwise noted, the benefits and salary shall be prorated in proportion to the part of the day or week that the bargaining unit member is hired compared to the day or week of a full time teacher but only a part time teacher, nurse, computer lab coordinator, Educational Technology Manager, teaching assistant, or guidance counselor who works more than 25% of a full schedule will be eligible for benefits except that only a teacher, nurse, computer lab coordinator, Educational Technology Manager, teaching assistant, or guidance counselor who works for 50% or more of a full schedule will be eligible for prorated insurance benefits. The District shall offer any bargaining unit member the option to purchase any insurance through the District.

If a teacher is hired on a part-time basis, the teacher must be hired for consecutive periods including prep periods and lunch, if applicable. If a teacher is hired only for periods before lunch or only for after lunch, the teacher will not get a paid lunch, but the salary

and benefits will be pro-rated based on the percentage of the number of periods in the regular teacher day excluding the lunch period. If a teacher is hired for periods before and after lunch, the teacher will get a paid lunch and the salary and benefits will be pro-rated based on the percentage of the number of periods in the regular teacher day including the lunch period.

If the teacher works half or less of a full-time teacher load, the teacher will receive the number prep periods based on the percentage (rounded DOWN) of prep periods for a full-time teacher. If the teacher works more than half of a full-time teacher load, the teacher will receive the number of prep periods based on the percentage (rounded UP) of prep periods for a full-time teacher.

2.18 TSA Deductions

The District shall permit bargaining unit members the opportunity to purchase Tax-Sheltered Annuities (TSA) or Tax Deferred Annuities (TDA) through payroll deduction. The District will not entertain additional payroll deductions unless five (5) or more employees elect the same company for the deduction.

2.19 Direct Payroll Deposit

The District shall provide direct payroll deposit into a bank or credit union of the bargaining unit member's choice. Notification must be given to the District by October 1st, or within 30 days of employment.

ARTICLE 3. GRIEVANCES PROCEDURES

Section 3.1 General Matters

3.11 Purpose of Grievance

The purpose of this procedure is to secure at the lowest practicable level solutions to grievances. The handling of grievances at each level shall be kept as informal as practicable.

3.12 Definition of Grievance

A "grievance" shall mean an alleged violation, misinterpretation or inequitable application of a particular Article(s) and Section(s) of this Agreement.

3.13 Record Keeping

With respect to each grievance, the Superintendent's office shall maintain an Official Grievance Record which shall consist of the written grievance, requests for appeals and written answers at each level above the Oral Level. The aggrieved bargaining unit member and his/her representatives shall be given access at reasonable times to all written statements and records concerning the grievance.

3.14 Protection Against Reprisals

Participation by any person or party in the handling of a grievance shall be free from interference, coercion, restraint, discrimination and reprisal by the District and by the Association.

3.15 Representing Aggrieved Teacher

Any aggrieved bargaining unit member may represent himself at any level except the Arbitration Level. The aggrieved bargaining unit member may be represented at any level by the Association and the Association shall have the right to be present at all levels. Nothing contained in this paragraph shall be construed as limiting the right of any aggrieved bargaining unit member to have his/her grievance adjusted informally without the intervention of the Association, provided that the adjustment is consistent with the provisions of this Agreement.

3.16 Confidentiality of Grievance

With the exception of action necessary to give effect to the resolution of a grievance, no part of the proceedings respecting a grievance shall be a matter of public record. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from personnel files of the participant.

Section 3.2 Time Limits

3.21 Time Limits and Extensions

Time limits set forth in this Article 3 shall be strictly adhered to by all parties and persons. Time limits may be extended by mutual agreement of the District and the aggrieved bargaining unit member or his/her representative. Consent to an extension shall not be unreasonably withheld.

3.22 Oral Level Time Limits on Aggrieved Teacher

A grievance is waived and will not be entertained unless it is presented at the Oral Level not later than the twentieth school day after the day of the occurrence out of which the grievance arose.

3.23 Grievance Appeals

A grievance which is not appealed to a higher Level within the time specified therefore will be deemed to have been satisfied by the decision below and appeal shall be barred. A failure to present a decision within the time specified therefore shall permit presentation of an appeal at the next higher Level within the time allowed therefore had the decision been presented on the final day allowed.

Section 3.3 Grievance Levels

3.31 Oral Level

The aggrieved bargaining unit member shall orally present his/her grievance to his/her immediate supervisor who shall orally present his/her decision to the aggrieved bargaining unit member not later than the fifth school day after the day on which the grievance was presented to the immediate supervisor. If there is no other immediate supervisor of the aggrieved bargaining unit member, the Superintendent shall act as such for purpose of this Level.

3.32 Written Level

Not later than the fifth school day after the day on which the answer was presented at the Oral Level, the aggrieved bargaining unit member may present a written grievance, in the

form set forth in Appendix B of this Agreement, to the Superintendent. The Superintendent will meet with the aggrieved bargaining unit member and his/her representatives, if any, not later than the fifth school day after the day on which the written grievance was presented to him/her. Not later than the tenth school day after the day on which that meeting was held, the Superintendent shall present to the aggrieved bargaining unit member and his/her representatives, if any, his/her written decision on the grievance. A copy of the decision shall be given to the Association president.

3.33 Board Level

If the Association is not satisfied with the decision presented at the Written Level, the Association shall, not later than the tenth school day after the day on which that decision was presented, send a written request to the President of the Board that it review the grievance and decision. A copy of the written grievance and decision at the Written Level must be attached to the request. The Board or one or more Board members designated by the Board President, shall meet with the , the Association representatives, if any, and the Superintendent to discuss the grievance not later than the fifteenth school day after the Board President received the request. Not later than the tenth school day after the day on which that meeting was held, the Board shall present to the Association President and/or Association Representative(s) and the Superintendent its written decision on the grievance.

3.34 Arbitration Level

If the aggrieved bargaining unit member is not satisfied with the decision presented at the Board Level, the Association may, not later than the tenth school day after the day on which that decision was presented, send a letter to the American Arbitration Association ("AAA"), with a copy to the Superintendent, which shall specifically identify the grievance to be arbitrated and shall request the AAA to send to each party a list of 15 names of arbitrators. Each party shall, within 10 days after receipt of its copy of the list, mail the list back to the AAA with all names which are unacceptable to it crossed off and the remaining names (if any) numbered in the order of the party's preference. The AAA shall then name the arbitrator most preferred by the parties as indicated on the lists. However, if the AAA determines that the parties have not made a mutual choice, the AAA shall send a second list of 15 names to each party and the same procedure shall be followed. If the AAA determines that the parties have not made a mutual choice from the second list, the AAA shall name the arbitrator.

3.35 Binding Arbitration

The decision of the arbitrator named in accordance with paragraph 3.34 of this Agreement shall be final and binding on the parties and the bargaining unit members. The arbitrator shall have no authority to add to, subtract from or otherwise modify the provisions of this Agreement. The arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association to the extent that such Rules do not conflict with any provision of this Agreement. The fees and expenses of the arbitrator shall be shared equally by the District and the Association, but all other expenses connected with the arbitration shall be borne by the party which incurred them.

3.36 Waiver of Appeal to Courts

By appealing a grievance to arbitration as provided in this Agreement, the aggrieved bargaining unit member waives for himself/herself and the Association waives for itself any and all rights to appeal the subject matter of the grievance to the courts and to the Commissioner of Education pursuant to Section 310 of the Education Law as amended. An appeal by the bargaining unit member of the Association to the courts or to the Commissioner of Education pursuant to Section 310 of the Education Law as amended with respect to the subject matter of the grievance bars any appeal of the grievance to arbitration pursuant to this Agreement.

3.37 "School Day" During Summer Recess

For purposes of this Section 3.3, during the summer recess "school day" shall mean any day except a Saturday, a Sunday, Independence Day or Labor Day.

ARTICLE 4. SALARIES AND BENEFITS

Section 4.1 Salary Payments

- 4.11 During the term of this Agreement, teachers shall be paid according to the following rules:

4.11 (a) Hiring of New Teachers

The District has the right to hire new teachers without regard to the number of years experience or the number of credit hours accumulated.

(b) Bachelors and Masters Degrees

Each teacher shall be paid in accordance with Appendix C.

- (1) The BA Base Schedule set forth in Appendix C for 2004-05 and 2005-06 of this Agreement if he/she has a Bachelor's Degree but does not have a Master's Degree in his/her teaching field, or
- (2) The BA Base Schedule plus the Master's Degree stipend set forth in Appendix C for 2004-05 and 2005-06 of this Agreement if he/she has a Master's Degree in his/her teaching field, provided, however, that any teacher who was being compensated for a Master's Degree as of June 30, 1974, shall be paid on the BA schedule plus the Master's Degree stipend set forth in Appendix C even if his/her Master's Degree is not in his/her teaching field.

(c) Placement on Step/Schedule

A teacher employed by the District as of June 30, 2001 shall be placed on the BA Base Schedule as developed in accordance with Appendix C. Teachers hired after July 1, 2001 shall be placed at that step on the BA Base Schedule which corresponds to the appropriate "Years Of Experience" column of Appendix C. The appropriate "Years Of Experience" shall be determined by adding the number of years of service to the District (including the current year) plus the number of years in prior teaching at the Pre-K through college level. No additional service credit will be given for experience outside the field of teaching at the Pre-K through college level. In each succeeding year after being placed on the BA Base Schedule, the teacher shall advance to the next higher step, if any, of the schedule. If a teacher who is on the BA Base Schedule but does not have a Master's Degree in his/her teaching field presents to the District satisfactory evidence that he/she is eligible pursuant to subparagraph (b) (2) above--to receive the Master's Degree stipend, that stipend shall be an increase added to the step of the BA Base Schedule which corresponds to the step he/she is then on of the BA Base Schedule. This increase shall take effect on September 1st when evidence is presented prior to October 1st and on February 1st when evidence is presented prior to March 1st.

1. Only continuous blocks of 10 weeks or more as a certified teacher in a teaching position and/or an appropriate position (i.e. counseling position when hiring a counselor) will be used to determine step placement.
2. Time spent as a certified long term substitute will count as prior teaching experience as long as it conforms to #1 above.
3. Time spent teaching students in day-care, Head Start, GED, etc. situations will not count as prior teaching experience (unless they are assigned classes by a school and the teacher is certified and hired on step).
4. Time spent as a teacher aide, teaching assistant, college instructional assistant, per diem substitute, or tutor (unless it is a scheduled class and the teacher is certified and hired "on step") will not count as prior teaching experience for the purpose of this section.
5. Teaching summer school classes and teaching classes after school will not be counted as prior teaching experience.
6. No prior teaching credit will be given during the 12 months (July 1 – June 30) of the school year in which the teacher begins teaching at WVCS.
7. Four 10-week blocks of prior service = 1 year of service.
8. The maximum prior service for any 12-month school year (July 1 – June 30) is 1 year (four 10-week blocks).
9. Each 10-week block = 0.25 year.
10. Part-time teaching experience will not be counted if it is not for a full day and a full week. Part-time teaching experience will only count if it full-time but for only part of the school year.
11. All 10-week blocks of teaching experiences (as described above) will be added together and translated into years (4 blocks = 1 year). Remaining blocks of 1, 2, or 3 will not be rounded up to 1 additional year.

(d) Graduate Hours/Masters Degree

A teacher eligible to receive graduate credit hours beyond the Bachelor's Degree or the Master's Degree (as the case may be) shall present to the District satisfactory evidence that he/she has completed additional Graduate Credit Hours, his/her salary shall be increased by the Graduate Credit Hour rate according to Appendix C. This increase shall take effect as of the first day of required teacher attendance for that school year if the evidence is presented to the District not later than October 1st of any school year. If such evidence is presented prior to March 1st of that same school year (but after October 1st), the increase will be made as of February 1st of that same school year. No teacher will receive payment for more than seventy-two (72) Graduate Credit Hours beyond his/her Bachelor's Degree or Master's Degree (whichever is compensated for) and no teacher will receive payment for more than one (1) Master's Degree.

(e) Approval of Graduate Hours

To be eligible to receive salary payment for graduate hours, courses must be approved by the Superintendent before Drop and Add week of the college or university being attended. The Superintendent shall base his/ her approval of courses on the following criteria:

- (1) All courses required for an advanced degree in the teachers assigned area will be approved by the Superintendent.
- (2) For all other courses, course number, title and catalog description will be submitted in writing. A decision will be given within twenty-four hours in writing and will be dated with the date of the decision.

(f) Proof of Completion of Hours

If a teacher has requested a transcript from the college prior to the deadline (October 1 and March 1) but it will not arrive by the deadline, the teacher will receive payment if he/she so notifies the Superintendent prior to the deadline in writing.

(g) Part Time Teacher's Salary

The salary (including payment for graduate hours, masters degree, and/or inservice credits) of a part time teacher shall be prorated according to the part of the day and year that the teacher is hired as a teacher.

(h) Doctor's Degree Stipend

Upon giving proof to the District any teacher who receives a Doctor's Degree while employed by the District shall receive an annual \$1000 stipend in addition to their salary for two years.

(i) Certification Stipend

Upon giving proof to the District, any teacher who receives certification by the National Board for Professional Teaching Standards shall receive an annual stipend of \$1000 in addition to their salary for two years following receipt of the certification.

4.12 Inservice Credits

Bargaining Unit Members will be allowed credit toward salary increments for satisfactory completion of In-Service training completed after July 1, 1969 as follows:

- (a) Inservice training shall be defined as any education or training that is designed to enhance the preparedness of a bargaining unit member to educate or teach a student or to improve the effectiveness of the bargaining unit member's ability to deal with the changing needs of teaching. Instructional and/or workshop time shall be provided by personnel approved by the Administration. Training received at a Superintendent's Day held during normal school time will not be eligible for In-service Credit.
- (b) A total of ten (10) hours of classroom study is equal to one (1) inservice credit.
- (c) The bargaining unit member applying for In-Service Credit toward salary must secure prior approval for the training from the Superintendent unless the training is at the request or direction of the Superintendent. All In-Service training required by the District shall automatically be credited as In-Service training for all who attend.
- (d) Accredited undergraduate courses will be accepted for salary increments under the same provisions as In-Service credits.
- (e) Teachers, computer lab coordinators, educational technology managers, teaching assistants, and nurses will receive salary increases at the rate of \$40 for each approved inservice credit. All other bargaining unit members will receive salary increases at the rate of \$20 for each approved In-Service credit unless they choose to be paid at their hourly rate for the time spent at the In-Service training.
- (f) Effective July 1, 2001, unit members must apply for in-service credit within one (1) year of completion of the training.

4.13 22 or 26 Pay Option

Salaried Bargaining Unit Members shall have the option of being paid under one of the following two plans:

- (a) Plan 1: The first pay check will equal one week's salary. The remaining salary will be paid in twenty-five (25) equal installments. The last five (5) installments will be paid in the last check in June.

- (b) Plan 2: The first pay check will equal one week's salary. The remaining salary will be paid in twenty-one (21) equal installments through the end of June.

Salaried Bargaining Unit Members will give written notice to the District not later than the first day of school of the fall semester of his/her choice of Plan 1 or Plan 2 for that school year.

4.14 a) First Paydate

The first payday of the school year for bargaining unit members on a ten-month schedule shall be the first Friday in September after school opens and every second Friday thereafter shall be a payday. The first pay will be one week's salary, the remaining salary to be paid in equal installments.

b) Summer Work and Coordinating Duties

All teachers employed for summer work and all teachers who are requested by the Superintendent to do coordinating duties shall be compensated, unless provided for in other sections of this Agreement, according to the following outline:

- (1) All work less than a full day (a full day being defined as 7 clock hours including 1/2 hour for lunch) shall be compensated at an hourly rate of \$28.03 for noninstructional work and \$32.72 for instructional work.
- (2) All work encompassing a full day's employment as defined in 4.14 (b) (1) above shall be compensated at the rate equivalent to the salary paid to that bargaining unit member for a full day of school. A full day's pay is equivalent to 1/200 of a full year's salary.

Professional personnel who work during the summer will be paid on the same dates as nonprofessional personnel. It shall be the teacher's responsibility to inform the Business Manager of all necessary payroll information.

c) Paydays for Part Time Members

Paydays for bargaining unit members who work less than ten (10) months a year shall be adjusted to fall on the same paydays as ten (10) and twelve (12) month employees.

4.15 Guidance Directors Calendar

Secondary Guidance Counselor. The full-time Secondary Guidance Counselor's calendar will be the same as the teacher's calendar except that he/she will work through June 30 and additional days in July and August so as to total twenty (20) days as agreeable with the Secondary Guidance Counselor and the Superintendent and an additional number of days to be mutually agreed upon by the Secondary Guidance Counselor and the Superintendent. Any additional work agreed upon by the Secondary Guidance Counselor and the Superintendent will be paid according to Section 4.14 (b).

4.16A School Nurse

The School Nurse(s) will be paid according to Appendix D.

4.16B Aides

Aide(s) will be paid according to Appendix E.

4.16C Computer Lab Coordinator(s)

The Computer Lab Coordinator(s) will be paid according to Appendix F.

4.16D Educational Technology Manager

The Educational Technology Manager(s) will be paid according to Appendix G.

4.16E Teaching Assistant(s)

The Teaching Assistant(s) will be paid according to Appendix H.

4.16F Family Support Assistant(s)

The Family Support Assistant(s) will be paid according to Appendix I.

4.16G Full-time Substitute Teacher(s)

The Full-time Substitute Teacher(s) will be paid according to Appendix J.

4.16H Elementary Counselor(s)

The Elementary Counselor(s) will be paid according to Appendix K.

Section 4.2 Coaching and Other Extra Duty Pay - 2004-2006

4.21 Coaches and Advisors

The following schedule for coaching, advisor, and other stipends will be in effect for 2004-2005:

ACTIVITY	1st Year	2nd Year	3rd Year
Head Football	\$ 3,181	\$ 3,483	\$ 3,782
Football Assistant(s)	\$ 2,424	\$ 2,579	\$ 2,724
Head Basketball	\$ 3,181	\$ 3,483	\$ 3,782
Basketball Assistant(s)	\$ 2,424	\$ 2,579	\$ 2,724
Head Track	\$ 2,544	\$ 2,786	\$ 3,025
Track Assistant(s)	\$ 1,940	\$ 2,064	\$ 2,179
Head Baseball	\$ 2,544	\$ 2,786	\$ 3,025
Baseball Assistant(s)	\$ 1,940	\$ 2,064	\$ 2,179
Head Boys' Soccer	\$ 2,544	\$ 2,786	\$ 3,025
Boys' Soccer Assistant	\$ 1,940	\$ 2,064	\$ 2,179
Cheerleading Football	\$ 1,254	\$ 1,330	\$ 1,413
Cheerleading Basketball	\$ 1,254	\$ 1,330	\$ 1,413
Head Girls' Volleyball	\$ 2,544	\$ 2,786	\$ 3,026
Girls' Volleyball Assistant	\$ 1,940	\$ 2,064	\$ 2,179
Head Girls' Soccer	\$ 2,544	\$ 2,786	\$ 3,025
Assistant Girls' Soccer	\$ 1,940	\$ 2,064	\$ 2,179
Head Girls' Basketball	\$ 3,181	\$ 3,483	\$ 3,782
Girls' Basketball Assistant(s)	\$ 2,424	\$ 2,579	\$ 2,724
Head Girls' Softball	\$ 2,544	\$ 2,786	\$ 3,025
Softball Assistant(s)	\$ 1,940	\$ 2,064	\$ 2,179
Head Co-ed Bowling	\$ 982	\$ 1,215	\$ 1,356
Yearbook Advisor	\$ 1,199	\$ 1,340	\$ 1,501
Yearbook Assistant	\$ 671	\$ 755	\$ 830
Fall Play Director	\$ 569	\$ 644	\$ 714
Fall Play Assistant	\$ 286	\$ 320	\$ 359
Spring Play Director	\$ 394	\$ 463	\$ 534
Spring Play Assistant	\$ 286	\$ 320	\$ 359
National Honor Society	\$ 300	\$ 375	\$ 457
Junior National Honor Society	\$ 300	\$ 375	\$ 457
AFS Advisor	\$ 300	\$ 375	\$ 457
Student Council Advisor	\$ 600	\$ 683	\$ 748
Musical Director	\$ 569	\$ 644	\$ 714

Assistant Musical Director	\$ 286	\$ 320	\$ 359
O/M Coach per team	\$ 569	\$ 644	\$ 714
Language Club Advisor	\$ 300	\$ 375	\$ 457
Junior High Language Club Adv.	\$ 163	\$ 174	\$ 185
Senior Class Advisor	\$ 749	\$ 786	\$ 825
Senior Class Assistant	\$ 457	\$ 480	\$ 504
Junior Class Advisor	\$ 300	\$ 315	\$ 330
Sophomore Class Advisor	\$ 300	\$ 315	\$ 330
Freshman Class Advisor	\$ 300	\$ 315	\$ 330
7th & 8th Grade Class Advisor	\$ 163	\$ 174	\$ 185
Computer Club Advisor	\$ 437	\$ 456	\$ 477
SADD Coordinator	\$ 437	\$ 456	\$ 477
Drug Free Coordinator	\$ 726	\$ 763	\$ 801
PARP Coordinator	\$ 300	\$ 315	\$ 330
Family Math Coordinator	\$ 221	\$ 233	\$ 244
Family Reading Night Coord.	\$ 247	\$ 258	\$ 270
Basketball Timekeeper	\$ 25.69	per game/home	
Basketball Shotclock Keeper	\$ 25.69	per game/home	
Soccer Timekeeper	\$ 25.69	per game/home	
Football Timekeeper	\$ 25.69	per game/home	
Basketball Scorekeeper	\$ 32.82	per game/away	
Basketball Scorekeeper	\$ 25.69	per game/home	
Volleyball Scorekeeper	\$ 25.69	per game/home	
Football Downskeeper	\$ 25.69	per game/home	
Track Official: Shot/Discus	\$ 25.69	per game/home	
High Jump/Pole Vault	\$ 25.69	per game/home	
Long Jump/ Triple Jump	\$ 25.69	per game/home	
Non-Advisor Dance Chaperone (1)	\$ 14.55	per hour	
Chorus Chaperone	\$ 14.55	per hour (limit 9 days @ 6 hours)	
Band Chaperone	\$ 14.55	per hour (limit 9 days @ 6 hours)	
Extra-curricular Band Duties	\$ 14.55	per hour (limit 90 hours)	
Color Guard	\$ 14.55	per hour (limit 50 hours)	
Ski Club Advisor	\$ 14.55	per hour	
After School Intramurals	\$ 14.55	per hour (limit 40 hours per sport)	
Newsletter Editor	\$ 35.43	per page	
SADD Lock In Chaperone	\$ 14.55	per hour (non advisors)	
Audio-Visual Technology Coord.	\$ 16.00	per hour	

- 4.21 The following schedule for coaching, advisor, and other stipends will be in effect for 2005-2006:

ACTIVITY	1st Year	2nd Year	3rd Year
Head Football	\$ 3,276	\$ 3,587	\$ 3,895
Football Assistant(s)	\$ 2,497	\$ 2,656	\$ 2,806
Head Basketball	\$ 3,276	\$ 3,587	\$ 3,895
Basketball Assistant(s)	\$ 2,497	\$ 2,656	\$ 2,806
Head Track	\$ 2,620	\$ 2,870	\$ 3,116
Track Assistant(s)	\$ 1,998	\$ 2,126	\$ 2,244
Head Baseball	\$ 2,620	\$ 2,870	\$ 3,116
Baseball Assistant(s)	\$ 1,998	\$ 2,126	\$ 2,244
Head Boys' Soccer	\$ 2,620	\$ 2,870	\$ 3,116
Boys' Soccer Assistant	\$ 1,998	\$ 2,126	\$ 2,244
Cheerleading Football	\$ 1,292	\$ 1,370	\$ 1,455
Cheerleading Basketball	\$ 1,292	\$ 1,370	\$ 1,455
Head Girls' Volleyball	\$ 2,620	\$ 2,870	\$ 3,117
Girls' Volleyball Assistant	\$ 1,998	\$ 2,126	\$ 2,244
Head Girls' Soccer	\$ 2,620	\$ 2,870	\$ 3,116
Assistant Girls' Soccer	\$ 1,998	\$ 2,126	\$ 2,244
Head Girls' Basketball	\$ 3,276	\$ 3,587	\$ 3,895
Girls' Basketball Assistant(s)	\$ 2,497	\$ 2,656	\$ 2,806
Head Girls' Softball	\$ 2,620	\$ 2,870	\$ 3,116
Softball Assistant(s)	\$ 1,998	\$ 2,126	\$ 2,244
Head Co-ed Bowling	\$ 1,011	\$ 1,251	\$ 1,397
Yearbook Advisor	\$ 1,235	\$ 1,380	\$ 1,546
Yearbook Assistant	\$ 691	\$ 778	\$ 855
Fall Play Director	\$ 586	\$ 663	\$ 735
Fall Play Assistant	\$ 295	\$ 330	\$ 370
Spring Play Director	\$ 406	\$ 477	\$ 550
Spring Play Assistant	\$ 295	\$ 330	\$ 370
National Honor Society	\$ 309	\$ 386	\$ 471
Junior National Honor Society	\$ 309	\$ 386	\$ 471
AFS Advisor	\$ 309	\$ 386	\$ 471
Student Council Advisor	\$ 618	\$ 703	\$ 770
Musical Director	\$ 586	\$ 663	\$ 735
Assistant Musical Director	\$ 295	\$ 330	\$ 370
O/M Coach per team	\$ 586	\$ 663	\$ 735
Language Club Advisor	\$ 309	\$ 386	\$ 471
Junior High Language Club Adv.	\$ 168	\$ 179	\$ 191
Senior Class Advisor	\$ 771	\$ 810	\$ 850
Senior Class Assistant	\$ 471	\$ 494	\$ 519

Junior Class Advisor	\$ 309	\$ 324	\$ 340
Sophomore Class Advisor	\$ 309	\$ 324	\$ 340
Freshman Class Advisor	\$ 309	\$ 324	\$ 340
7th & 8th Grade Class Advisor	\$ 168	\$ 179	\$ 191
Computer Club Advisor	\$ 450	\$ 470	\$ 491
SADD Coordinator	\$ 450	\$ 470	\$ 491
Drug Free Coordinator	\$ 748	\$ 786	\$ 825
PARP Coordinator	\$ 309	\$ 324	\$ 340
Family Math Coordinator	\$ 228	\$ 240	\$ 251
Family Reading Night Coord.	\$ 254	\$ 266	\$ 278
Basketball Timekeeper	\$ 26.46	per game/home	
Basketball Shotclock Keeper	\$ 26.46	per game/home	
Soccer Timekeeper	\$ 26.46	per game/home	
Football Timekeeper	\$ 26.46	per game/home	
Basketball Scorekeeper	\$ 33.80	per game/away	
Basketball Scorekeeper	\$ 26.46	per game/home	
Volleyball Scorekeeper	\$ 26.46	per game/home	
Football Downskeeper	\$ 26.46	per game/home	
Track Official: Shot/Discus	\$ 26.46	per game/home	
High Jump/Pole Vault	\$ 26.46	per game/home	
Long Jump/ Triple Jump	\$ 26.46	per game/home	
Non-Advisor Dance Chaperone (1)	\$ 14.99	per hour	
Chorus Chaperone	\$ 14.99	per hour (limit 9 days @ 6 hours)	
Band Chaperone	\$ 14.99	per hour (limit 9 days @ 6 hours)	
Extra-curricular Band Duties	\$ 14.99	per hour (limit 90 hours)	
Color Guard	\$ 14.99	per hour (limit 50 hours)	
Ski Club Advisor	\$ 14.99	per hour	
After School Intramurals	\$ 14.99	per hour (limit 40 hours per sport)	
Newsletter Editor	\$ 36.49	per page	
SADD Lock In Chaperone	\$ 14.99	per hour (non advisors)	
Audio-Visual Technology Coord.	\$ 16.48	per hour	

4.21A The stipend for advisors with duties throughout the school year will be paid on the first regular pay date in December. In the event an advisor does not complete his duties, a prorated refund to the District shall be deducted from the individual's final pay check in June.

4.22A Athletic Director

The Athletic Director will be paid \$2,531 for 2004-05 and \$2,607 for 2005-06 for his/her work in that position.

4.22B Coaches Prerequisite Course

The District will pay all expenses, except meals, for any course required as a prerequisite for holding a coaching position. The school car should be used for transportation unless previous arrangements have been made.

4.23 Other Duties & Chaperones

Fees for chaperoning football and basketball games will be set at \$14.55 per hour for 2004-05 and \$14.99 per hour for 2005-06. Payments for chaperoning will be made on the next payday following the monthly Board meeting. It shall be the bargaining unit member's responsibility to claim such payment on standard claim forms.

At each away athletic contest and event where there would otherwise be only one District assigned employee in attendance (e.g., a single coach or advisor), the District will provide a second District employee. The District is not obligated to pay the second District employee unless the second District employee is a bargaining unit member acting as a chaperone at the event.

4.24 New Extra Duties

If the Board of Education formally assigns an extra duty arising as the result of the creation of a new sport, activity, club, etc., payment for the sponsor or chaperone of that activity shall be negotiated promptly with the Association in accordance with Section 1.32 of this Agreement, unless assigned to an Administrator.

4.25 Tutorial Work

When it is determined by the Administration that home instruction is necessary for a student who has been enrolled at WVCS or who resides in the District, the opportunity to provide the instruction shall be offered to members of the bargaining unit. Any preparation of study assignments and materials, any instructor travel and instructional time, any evaluations and any other services rendered shall be compensated at the rate of \$24.08 per hour for 2004-05 and \$24.80 per hour for 2005-06 plus the maximum non-taxable mileage allowed by the IRS for business deductions. All work shall be done outside regular school hours of employment. The total number of hours and travel will be approved in advance by the Administration upon submission of a proposal by the instructor.

4.26 Subcontracting

Before the District subcontracts, coaching and other extra-curricular duties will be offered to a member of the bargaining unit who is qualified unless the Board finds him/her unqualified. In this case, the Board will submit in writing the specific reasons for the denial. Teacher members of the bargaining unit shall be given priority in all duties mentioned in Section 4.2.

4.27A PCEN/Chapter 1 Coordinator

The PCEN/Chapter I Coordinator shall receive an annual stipend of \$1,771 for 2004-05 and \$1,824 for 2005-06 as long as the position is filled by a bargaining unit member. If the position is filled by a person other than a bargaining unit member, the stipend will be one determined by the District.

4.27B Volunteer Coordinator

The Volunteer Coordinator shall receive an annual stipend of \$1,265 for 2004-05 and \$1,303 for 2005-06.

4.27C Pre-K Grant Writer

The Pre-K Grant Writer shall receive an annual stipend of \$1,316 for 2004-05 and \$1,355 for 2005-06.

4.27D Support Team Coordinator

The Support Team Coordinator shall receive an annual stipend of \$1,265 for 2004-05 and \$1,303 for 2005-06.

4.27E Safety Patrol Coordinator

The Safety Patrol Coordinator shall receive an annual stipend equal to the Support Team Coordinator.

4.27F Elementary Summer School Teacher

The Elementary Summer School (Project Leap Forward) Teacher shall be compensated at an hourly rate of \$32.72 for 2004-05 and \$33.70 for 2005-06.

4.27G Standards Facilitators

The Standards Facilitators shall each receive an annual stipend equal to the Support Team Coordinator for approximately 30 to 40 hours of work.

4.27H School-To-Work Coordinator

Whenever possible, the School-To-Work Coordinator will be assigned the School-To-Work program as one of the coordinator's assigned classroom periods as described in Section 5.14 of the contract. In the event that the coordinator is assigned the School-To-Work program in addition to the regular classroom assignments, the Coordinator shall be paid at the hourly rate of \$32.72 for 2004-05 and \$33.70 for 2005-06.

4.27I Proctor/Correctors of Summer School Regents Exams

The Proctor/Correctors of Summer School Regents Exams shall be compensated at an hourly rate of \$32.72 for 2004-05 and \$33.70 for 2005-06.

Section 4.4 Leaves

4.41 (a) Sick Days

For each full time teacher, educational technology manager, computer lab coordinator, teaching assistant, and nurse, twelve (12) days per year will be granted for personal illness, doctor visitation, or an emergency because of the illness of a family member, cumulative to one hundred eighty (180) days. The Superintendent may require any teacher to provide satisfactory proof of illness or such attendance (as the case may be) upon return from sick leave that exceeds 4 (four) consecutive days. The Board shall grant credit for accumulated sick leave for service in other school districts to new teachers to the limit of five (5) days. The request for such credit shall be accompanied by a notarized statement verifying unused sick leave from prior school.

(b) Sick Leave Bank

Each bargaining unit member who has no outstanding withdrawal from the Sick Leave Bank shall maintain at all times in such Bank a deposit of one day of his/her accumulated sick leave for each year of his/her employment by the District but not to exceed a maximum deposit of ten such days. Each bargaining unit member who has made a withdrawal or who has insufficient accumulated days shall make deposits from sick leave days which he/she subsequently accumulates until he/she reaches the amount required by the first sentence. The Bank shall be administered by a committee elected by the Association. A member of the District Administration may attend meetings of this committee as a nonvoting participant. Each bargaining unit member who is absent because of serious and prolonged illness and who has used his/her accumulated and current sick leave may withdraw days from the Bank if -- and to the extent -- approved by the committee. Each such withdrawal shall be certified in writing to the District by the committee.

(c) Bereavement Days

For each occurrence, the bargaining unit member shall have three (3) days (including the day of the funeral) leave with pay for death in the immediate family (spouse, children, parents, brothers, sisters), grandparents, immediate-in-laws (father, mother, brother or sister). One day's leave to attend the funeral will be allowed for other relatives. These days will not be deducted from sick leave. Additional days may be taken at the discretion of the Superintendent; these days are to be deducted from sick leave.

(d) Incentive for Sick Leave Reimbursement

Bargaining unit members who have at least 25 years at West Valley and who have more than 180 unused sick days at the end of the school year (or upon retirement if not at the end of the school year) will be reimbursed for all unused days in excess of 180 at a rate of \$100 per day for a maximum of 15 days (\$1500) per year. The reimbursement will be received as a separate check on the last day of the school year (or on the last day of employment). Members are first eligible for this benefit in June of their twenty-fifth year of service. So if, for example, a teacher begins a year with 180 accumulated days plus the additional 12 sick and 3 personal days acquired at beginning of each school year and has perfect attendance, he/she would then be reimbursed for the 15 unused sick/personal days (\$1500) at the end of the year. If a teacher begins the year with 180 accumulated days plus the additional 12 sick and 3 personal days and uses a total of 3 sick/personal days during the year, or if a teacher begins a year with 178 accumulated days plus the 12 sick and 3 personal

days and uses 1 sick/personal day the following year, then he/she would be reimbursed for the 12 unused sick days (\$1200) at the end of the year. Etc.

The Sick Leave Reimbursement for non-teacher bargaining unit members will be figured exactly the same except that the member's contractual maximum accumulation for their job title, as well as annual sick and personal days will be used in place of "180", "12", and "3", and the reimbursement will be \$50 per unused day per year.

(e) Workers Compensation

Whenever a bargaining unit member suffers a job-related illness or injury, the following shall apply:

- 1) The incident or event which is believed to be the cause of the illness or injury shall be reported to the administration as soon as possible following the discovery of same. The District will file the claim with Workers Compensation and will notify the unit member of the filing.
- 2) Unit members shall be entitled to use sick and disability benefits pending the resolution by Workers Compensation. Once an award has been made for lost time, the sick days used will be restored on a day for day basis.

4.42 Unpaid Leaves

(a) Unpaid Personal Leave

The District shall grant, upon written request by a teacher with at least ten (10) years of full-time service in the District, a one-year unpaid personal leave, except in the case when the teacher is requesting the personal leave to take a full-time teaching position in the same tenure area as he/she currently holds and when taking such a position does not result in the relocation of the teacher's address. Written requests must be made at least thirty (30) days in advance.

(b) Child Raising Leave

- (1) Child-raising leaves shall be granted under the conditions set forth in subparagraph (2) through (4) below.
- (2) A bargaining unit member may be granted child-raising leave to care for a child under six (6) years old at the time the leave commences. The leave will

terminate at the end of one of the next four (4) semesters following the semester in which the leave began. The semester in which the leave is to terminate must be specified by the bargaining unit member when application for the leave is made.

- (3) If a bargaining unit member who is on child-raising leave desires to return to work at the end of a semester earlier than the one the bargaining unit member previously specified, the bargaining unit member may do so after giving written notice thereof to the Superintendent not later than sixty (60) days prior to the end of the new semester in which the bargaining unit member desires the leave to end.
- (4) On the termination of child-raising leave:
 - (a) The bargaining unit member shall be entitled to return to his/her former position unless it has been abolished, in which case the bargaining unit member will be entitled to return to any vacant position to which the bargaining unit member would be entitled by law.
 - (b) The full semester or semesters while the bargaining unit member was on child-rearing leave will not be counted as service for probation, salary credit, sick leave, or other benefits based on length of service.

4.43 Personal Days

Each full time teacher, teaching assistant, educational technology manager, computer lab coordinator and nurse will be allowed three personal leave days per year. Normally, a bargaining unit member will give notice that he/she intends to take a personal leave day at least 24 hours in advance, but if such advance notice is prevented by an emergency, he/she will give as much notice as is reasonably practicable under the circumstances. Personal leave days may not be taken on the school day immediately preceding or immediately following a school holiday, vacation or recess period, except by special permission of the Superintendent. Unused personal leave days at the end of a school year shall be converted to sick leave and added to accumulated sick leave but not to exceed the maximum. Two bargaining unit members may be on a personal leave day on the same day. A third may be granted a personal leave day if a suitable substitute can be employed by the District as determined by the Superintendent.

4.44 Job-Related Leaves

1. Jury Duty

When a bargaining unit member is required to appear for jury duty or is subpoenaed to serve as a witness in a proceeding (other than as a witness in a proceeding to which he/she is a party), he/she shall suffer no loss in pay or deduction from any leave allowance as a result of such appearance or service. Any compensation less mileage, tolls and parking received via jury duty, with the exception of compensation for jury duty performed during school vacations and Saturday and Sunday, will be turned over to the School District to avoid double compensation.

2. Administrative, Grievance, Judicial Proceedings

Any bargaining unit member who participates at any administrative, grievance or judicial proceeding arising out of his/her employment for the District will be released without loss of pay and without charges against any leave.

4.45 Sabbatical Leave

(a) Qualifications

- (1) Applicant must be a full time teacher.
- (2) Applicant must have been an employee of the District for at least ten (10) years.
- (3) Applicant must possess permanent certification.
- (4) Applicant must make request for leave in writing, stating purpose and objectives of his/her sabbatical, not later than December 1st of any given year, to be effective during the next school year.
- (5) Any leave granted is dependent upon the availability of a qualified substitute teacher to fill the vacancy.
- (6) Applicants must complete seven (7) years of service in the District following a Sabbatical Leave before being eligible for another leave.

(b) Special Provisions

- (1) The Board of Education will act upon all applications which carry the endorsement of the Superintendent not later than February first. Not more than one (1) professional staff member will be granted a sabbatical leave in any one (1) school year. The decision to grant or deny a sabbatical leave shall be up to the Board of Education which will use the same standard to decide on all applications.
- (2) The approved applicant shall be granted 60% of his/her salary for a full year's absence or 80% of his/her base salary for a half year's absence.
- (3) The year's sabbatical will not be considered as a year of teaching for future salary purposes.
- (4) The approved applicant shall execute a demand note as shown in Appendix A of this Agreement.
- (5) The approved applicant for a half-year sabbatical must not be employed during the District's normal school hours while on leave in any capacity not approved by the Board upon written request from the approved applicant, but this shall not apply to employment by the institution where the approved applicant is studying.

4.46 Conference Days

Bargaining Unit Member(s) may be granted leave to attend conferences relating to their particular assignment as follows:

- (a) Bargaining unit member must request permission for leave in writing in ample time for the Board to consider the request.
- (b) The Board will sustain the expense of transportation (school car), lodging, food, registration fees and the payment of the substitute, if necessary.

4.47 Association Days

Up to fourteen (14) person days per school year of bargaining unit member absence shall be allowed for Association business. A bargaining unit member may be absent pursuant to this paragraph without loss of pay or benefits to a maximum of seven (7) days per year. Personal days may be used to extend the absence. With respect to each absence pursuant to this paragraph, after the first seven absences, the Association will reimburse the District for the cost of the pay and benefits of any substitute who replaces the absent bargaining unit member.

At the option of the Association, an individual member may donate a personal day to be used in lieu of this reimbursement. The Association will notify the District by the last day of the school year if the option is exercised.

4.48 School Visitation Days

At the discretion of the Superintendent, a bargaining unit member may be allowed one day of absence without loss of pay in a school year for the purpose of visiting another school.

Section 4.5 Other Benefits

4.51 (a) Allegany/Cattaraugus Plan

The District will provide health insurance coverage and benefits at or greater than the levels set forth in the Allegany/ Cattaraugus Schools Medical Plan and "Major Medical" with "Managed Care" (hereinafter "Plan") with \$50 single and \$100 family deductible and with \$10 co-pay Drug Prescription Rider with contraceptives in effect on July 1, 1997, and with a \$1 co-pay for Mail Order Drug Prescriptions. The parties agree that the Cattaraugus-Allegany County School Districts' Medical Health Summary Plan Description, adopted by the Plan Trustees on May 10, 2002, and the benefits contained therein are hereby incorporated into the Collective Bargaining Agreement as the "Cattaraugus-Allegany County School Districts' Medical Health Plan".

Employees covered by this plan will contribute \$1,046.40 annually for family coverage or \$456.00 for single coverage, to be paid through the Flex Plan. The remaining cost of the plan will be paid by the District.

The following health benefits shall be incorporated into and added to the Agreement between the parties:

1. The Allegany-Cattaraugus Schools Medical Plan shall utilize NOVA Healthcare Administrators Inc., without change of benefit to the participants except as described below;
2. As incentives, whenever participants use providers who are members of the NOVA, the plan will provide:
 - a) The benefit of paid office calls subject to a \$10 per visit co-pay;
 - b) Paid annual physicals subject to \$10 co-pay including pap and psa (prostate) tests; and
 - c) The \$10 co-pay in the above benefits shall apply toward the major medical deductible.
 - d) For other services, participants shall be covered at the same level of benefit as previously provided by the plan.
3. Whenever participants utilize providers who are not members of the NOVA they will continue to receive the same level of benefits as previously provided by the Plan.

(b) Modifications in Plan

Any changes or modifications in the Plan which are, in the judgment of the Association, a diminishment in Plan benefits or coverage in effect on or subsequent to May 10, 2002, will be negotiated with and agreed to with the Association by the District prior to their becoming effective. Any such diminishments in Plan benefits or coverage shall be the responsibility of the District and bargaining unit members shall be held save harmless against any such diminishments until agreement on the changes or modifications has been negotiated by and agreed to by the District and the Association.

(c) Confidentiality

The medical records of each participant member (and covered dependent) are absolutely confidential, and, as such, will not be released to any person(s) without the express written consent of the individual employee or dependent.

(d) Members on Unpaid Leave

Any bargaining unit member who is on an unpaid leave, as provided by the Agreement, shall be permitted to continue his/her medical insurance coverage

under the above plan(s) by reimbursing the District for the premium costs incurred by the District. The District shall discontinue any coverage if a bargaining unit member shall fail to pay the premium to the District thirty (30) days prior to the due date.

(e) Extensions of COBRA

In every instance where there would be extended coverage under COBRA, such eligibility shall be extended for an additional year beyond the mandated number at no cost to the District.

(f) Pre-existing Conditions/PAP Smear Tests

The District shall self-fund costs for Contraceptive Drugs not covered by the Plan (including lab and office fees). There shall be an annual enrollment period by October 1st at which time individuals may join the Plan.

4.52 Health Insurance After Retirement for Full Time Teachers and Nurses

(a) Health Insurance – Pre 1976 Retirement

The District will make available to all currently-active nurse(s) and full time teacher(s), and to all nurse(s) and full time teacher(s) employed by the District prior to July 1, 1976, who retire from the District, the health benefit coverage described in 4.51 above.

(b) Post 1976 Retirement

The District will make available to all currently-active nurse(s) and full time teacher(s) employed by the District after July 1, 1976, and who retire from the District into the N.Y.S. Retirement System, the health benefit coverage described in Section 4.51 above according to the following schedule for years of service in the District:

<u>Years of Service to District</u>	<u>Years of Coverage</u>
20	11
22	13
25	16
27	18

In addition, each nurse(s) and full time teacher(s) with at least twenty (20) years of service to the District will receive additional Health Plan benefit described in 4.51 above from the District at the pro-rated rate: 180 accumulative sick days at the time of retirement equals two years of coverage. Coverage will be rounded off to the nearest month.

(c) Amount Paid by District

The District will pay 100% of the premium cost for members who retired prior to July 1, 2004. Unit members who retire after July 1, 2004 will make the same payment toward the health insurance premium as they made in their last year of active employment.

4.53 Choice Plan Option

1. Each nurse(s) and full time teacher(s) and retired nurse(s) and full time teacher(s) who is eligible for health coverage pursuant to this Section 4.51 shall be permitted to substitute the Allegany-Cattaraugus Schools' Choice Medical Health Plan for such coverage. This option shall be exercised by delivering written notice to the District's business office. Only one change from regular coverage to Choice Coverage or vice versa shall be allowed per year per person. The person who chooses Choice Plan coverage shall pay \$843.60 for family coverage or \$319.20 for single coverage annually, to be paid through the Flex Fund.
2. Any changes or modifications in the Plan which are, in the judgment of the Association, a diminishment in Plan benefits or coverage in effect on or subsequent to July 1, 2004, will be negotiated with and agreed to with the Association by the District prior to their becoming effective. Any such diminishments in Plan benefits or coverage shall be the responsibility of the District and bargaining unit members shall be held save harmless against any such diminishments until agreement on the changes or modifications has been negotiated by and agreed to by the District and the Association.
3. Unit members hired after July 1, 2004 will be enrolled in the Allegany-Cattaraugus Schools' Choice Medical Plan for the first three (3) years of employment at the contribution rate set forth above.

4.54 Cash in Lieu of Health Insurance

Each bargaining unit member or retired teacher who elects not to participate in the health insurance benefits shall be entitled to an annual compensatory cash payment equal to \$3,312.68. The payment will be in equal installments at the end of January and June of each year.

4.55 Double Coverage

When both spouses are employed by the District, double health insurance coverage will not be provided by the District either as a double premium, double cash buyout, or combination premium and cash buyout. As soon as one of the spouses becomes unemployed by the District, the other spouse will immediately be eligible for the health insurance coverage described in sections 4.51, 4.53, or 4.54. If the spouses divorce, they each will immediately be eligible for the health insurance coverage described in sections 4.51, 4.53, or 4.54.

4.56 Double Coverage Exceptions

Exceptions to (e) 2 are: spouses both employed by the District who were double covered by the District on 6/31/94; and those families which cannot be fully covered by one family plan.

4.57 Dental Insurance

For each full time teacher, computer lab coordinator, educational technology manager, teaching assistant, and nurse, the District will contribute one hundred (100%) percent of the premium cost for the Delta Dental Program with no deductible and \$1500 lifetime maximum for orthodontics.

4.58 Long Term Disability Insurance

The District shall provide the First Unum Long Term Disability Plan at no cost to each full time bargaining unit member. Part time bargaining unit members employed on 6/30/94 shall also receive this benefit.

4.59 Life/AD&D Insurance

The District shall provide First Unum's \$25,000 Life Insurance and Accidental Death and Dismembership Insurance for all full-time bargaining unit members at no cost to the employee. Part time bargaining unit members employed on 6/30/94 shall also receive this benefit.

4.60 Vision Insurance

The District shall provide the Premier Platinum, Annual Benefit Vision Plan administered by Davis Vision at no cost to each full time teacher, computer lab coordinator, Educational Technology Manager, teaching assistant, and nurse.

4.61 IRS 125 FLEX Plan

The district will establish an IRS 125 Flex Plan for the members of the Bargaining Unit. This plan will be administered by an administrator jointly designated by the District and the Association and the setup and administrative costs will be paid for by the district. This plan will provide for: 1) group insurance deductions, 2) unreimbursed medical, dental, and vision expenses, 3) dependent care assistance plan, and 4) individual health premiums. At the end of each plan year, the unused employee contributions shall be used by the District to offset costs in future years.

ARTICLE 5. MISCELLANEOUS

5.11 Hiring of Qualified Teacher

Fully qualified teaching personnel who comply with state teacher certification requirements will be employed whenever feasible. When the District and the Association agree that it is necessary to temporarily fill a teaching position with an uncertified person, the parties agree that the salary will be eighty percent (80%) of the starting salary and that all other contractual benefits accorded the teaching staff will be in effect. Association agreement that such a situation exists will be based on the District providing documentation demonstrating a good faith effort has been made to hire a certified teacher.

5.12 Notification of Non-tenured Teachers

If a probationary teacher, eligible for tenure, is not to be retained, the Superintendent will notify such teacher in writing not later than April 15th when such teacher is eligible for tenure by June 30th and 75 days in advance of the date of eligibility when said date falls at any other time during the school year.

5.13 Teacher Duties

The District may establish one evening per year for Parent-Teacher Conferences. Each Bargaining Unit Member who is at school available for conferences on that evening shall be allowed an equivalent amount of compensatory time during one of the Parent-Teacher Conferences scheduled during the regular school day.

5.14 Teaching Load

A full time teaching secondary day is to consist of no more than six classroom periods, including study halls, and no less than two periods in which to prepare assignments and other teaching materials. A part time secondary day will be prorated according to section 2.17. On each day when an elementary teacher is assigned to and performs cafeteria duty, he/she shall be given at least thirty (30) minutes, in addition to regularly scheduled breaks, free from duty within which to eat. Each full time elementary teacher will receive a minimum of ten (10) preparation periods (a preparation period being defined as a minimum of forty (40) minutes) per week. Each full time elementary teacher will receive at least one preparation period each day. A part time elementary teacher will receive prep time prorated in accordance with 2.17. All Teacher Aides and the School Nurse(s) shall

receive a thirty (30) minute duty free lunch period. The District and the Association agree that the District should continue to consider additional programs which are beneficial to the students and which would allow for additional preparation and planning time for elementary teachers.

5.15 Teaching Day

Full time teachers, nurses, educational technology managers, computer lab coordinators, teaching assistants and full time library, classroom, special education and Pre-K aides shall be in their rooms by 7:55 a.m. and will remain on duty until 3:00 p.m. In addition teachers will be on duty for an average of an additional 30 minutes for each of two days per week in a regular workweek, except for the last day of each school week. This additional duty is flexible in that the teacher may serve it before and/or after school, however additional time on duty in one week cannot be used to offset the required time in another week except by mutual consent with the administration and the teacher. This additional duty is to be used for professional purposes, including working with students, parents, and staff, attending faculty, department, grade level, or association meetings, classroom preparations, etc. The Association and the District will work together in an effort to ensure that the additional duty time is used appropriately. This additional 30 minutes does not apply to BOCES employees. Should the length of the student day increase beyond the length of the student day as of September 3, 2003, additional compensation will be negotiated.

- (a) If the student day is changed, this schedule will be similarly adjusted.
- (b) When a situation arises that demands an exception to this item a request shall be submitted to the Superintendent and be subject to his/her approval/disapproval.

5.16 Parent Conferences

Teachers will be available for conferences with parents and/or students after the school day when arrangements have been made at least one (1) day in advance except when immediate action is deemed necessary.

5.17A. Review of Personnel Files/Complaints of Unit Members

Each bargaining unit member has the right upon reasonable notice to review the contents of his/her personnel file maintained in the district's office. Such review shall be

conducted in the presence of a District administrator. The bargaining unit member shall have the right to have a representative of his/her selection during the review. On each such review, the bargaining unit member shall initial and date a log as evidence that he/she has made the review. Each bargaining unit member has the right to be given one copy of each item in his/her personnel file. Each bargaining unit member has the right to submit a written, dated and signed response to any item in his/her file and such responses shall be put in the file. Nothing in this paragraph applies to confidential references or confidential information obtained from the bargaining unit member's colleges or prior employers. No document which evaluates a bargaining unit member's performance may be used in a dismissal or disciplinary proceeding against him/her unless the bargaining unit member shall have been given a copy of the document within thirty (30) days of the date of the document. The bargaining unit member shall acknowledge that he/she has read the document by signing and dating a copy of it and that copy shall be placed in his/her personnel file. The bargaining unit member's signature does not indicate in any way that he/she agrees or disagrees with the context of the document.

A complaint by any person about a bargaining unit member's conduct or work performance shall not be placed in the member's file unless the complaint is demonstrably accurate and the bargaining unit member has seen and has had the opportunity to respond to and has signed the complaint. A complaint or concern about a bargaining unit member or group of bargaining unit members which is expressed at a Board meeting shall be made only in executive session.

The bargaining unit member shall be notified in advance and shall be given the right to attend the session. Attendance at the executive session shall be limited to the Board, its representative, the Administration, the Complainant, the Bargaining Unit Member(s) and their representative(s).

5.17B. Staff Access to Computerized Information Resources

Network supervision and maintenance may require review and inspection of directories or messages. The District reserves the right to access stored records in cases where there is reasonable cause to expect wrong-doing or misuse of the system. School administration may examine communications in order to ascertain compliance with the network guidelines for acceptable use. A bargaining unit member shall be notified whenever any of his/her network files are to be checked by the District. The Member shall be notified as to the reason for the check and shall be given an opportunity to respond before any investigation. The Member shall be kept informed during and at the conclusion of the investigation.

5.17C. Medical or Psychiatric Examination

As per Education Law, to safeguard the health of children attending the public school, the District may require a unit member to submit to a medical or psychiatric examination to determine that member's physical or mental capacity to perform his or her duties. In this event, the report from the examining physician will remain absolutely confidential except that the Superintendent shall be provided with the following report:

Date _____

I have determined that _____, an employee of West Valley Central School District, does/does not have the physical/mental capacity to perform his/her duties as hired.

Signed _____

5.18 Observations

- A. All probationary teachers in the District shall be observed at least two times annually for periods not less than thirty (30) minutes each in order to assess and aid in the teacher's classroom performance. Each of the two observations shall be conducted by District administrators (who are not in the negotiating unit) and shall be followed as soon as practicable by a conference between the teacher and the observer and by a written report of such observation.
- B. No observation shall occur during the first week of school, the last two weeks of school, or during the two (2) school days immediately preceding the beginning of Christmas or Easter Vacation.
- C. The formal observation(s) shall be conducted openly and with full knowledge of the bargaining unit member.
- D. The bargaining unit member and observer shall have a pre-observation conference at least one day prior to the observation. The bargaining unit member must receive a written copy of each observation report prior to the post-observation conference. The bargaining unit member has the right to have a written response attached to the observation report. The bargaining unit member has the right to have a representative attend the post-observation conference.
- E. Those bargaining unit members receiving unsatisfactory ratings shall be given extra guidance and prescriptive measures in their area(s) of weakness. A bargaining unit member who receives an unsatisfactory rating for a second observation shall be rated by a second additional administrator.

- F. Any bargaining unit member hired for less than twenty (20) weeks shall be observed at the discretion of the Administration.
- G. The "Annual Professional Performance Review" (APPR) is appended to this contract in Appendix L.

The District and the Association acknowledge that the procedures as contained in the APPR Plan are mandatorily negotiable items and that evaluation criteria is contained in the APPR Plan are not mandatorily negotiable. If issues arise as to whether an item is criterion or procedure and hence, nonnegotiable versus negotiable, such issues will be resolved through a proceeding with the Public Employment relations Board (PERB).

Performance criteria will remain the same throughout a school year and will be reviewed at the end of a school year. Any proposed changes to the criteria will be finalized by August 15th in consultation with the WVTA. Any changes to the criteria shall be approved by the Board of Education.

5.19 School Calendar Suggestions

- (a) The District will consider any written suggestions regarding the next year's school calendar, if such suggestions are submitted by the Association to the Superintendent prior to April first of the current school year.
- (b) The work year for bargaining unit members will not exceed 185 days between Labor Day and June 30. The District may schedule a maximum of 184 days of student attendance, and a maximum of 185 work days. After the Board of Education adopts the calendar, it may reschedule the days on which the faculty is required to report in order only to ensure that the actual number of instruction days does not fall below 180 in the school year.

5.20 Classrooms for Teachers

The District agrees to a good faith effort to provide classrooms for all full and part time secondary teachers.

5.21 Staff/Program Cuts/ Reductions

The Board of Education and the West Valley Teachers' Association agree that whenever the Board feels that there is any possibility of reduction in bargaining unit positions or in educational programs, the President of the Board of Education will give written

notification to the President of the Association within 7 days. Within one week of the written notification, the Board of Education and the Association will meet to begin discussions on alternatives. Both parties agree to keep open and discuss all options for at least 30 calendar days following the written notification. Normal and usual employment shall continue for the 30 calendar days excepting that where positions that were filled and had not yet commenced and were to be cut, will receive compensation for not more than 10 working days or for the portion of the 30 calendar days that they worked.

5.22 Telephone for Association

The District shall provide one (1) separate telephone line with one (1) extension for the Association. The District shall provide the installation and shall pay the monthly fee. The Association shall have exclusive use of the phone and shall pay all other charges incurred (including payment of all long distance calls).

5.23 Lost/Damaged Personal Property

When the use of a bargaining unit member's personal property is approved by the Administration and if that property is lost, stolen, or damaged in the course of normal usage, the District shall repair or replace the property at no cost to the bargaining unit member. The bargaining unit member must see the Administration to check in the property when it is brought to school and to check out the property when it is removed from school.

5.24 Classes to be Taught by Teacher

All new classes with five (5) or more students and when offered, all classes that have been taught by a teacher of the bargaining unit must be monitored or taught by a teacher from the bargaining unit. Nothing contained in this section shall prohibit the District from providing a BOCES employee to teach or supervise the class.

5.25 Board Agenda/Minutes

At the same time as the tentative agenda, final agenda and minutes of the Board meetings are each furnished to Board members, one copy of each shall be furnished to the Association.

5.26 Classes Outside of Certification

Full or part time teachers can be assigned up to one (1) class outside their certification area only if the teacher is tenured and competent to teach the class. A teacher's evaluation shall not include classes from outside their certification area. The Administration must confer with the teacher about the assignment as early as possible and if the teacher objects, he/she may state the objections in writing which are to be placed in his/her personnel file.

5.27 RCT/NYS Writing Test Correction Time

If, for the purpose of training and/or scoring of new state assessments, or other required exams, a bargaining unit member is required to work beyond his/her negotiated work hours or work year, or is required to travel by his/her own means to a designated training/scoring site, the following compensation shall be provided in addition to the member's normal salary:

- 1) Volunteers will be sought from among the appropriate school's faculty.
- 2) Any member required to travel to a worksite different than his/her normal worksite, shall be provided a school car or shall be paid mileage commensurate with the rate paid to all District employees.
- 3) Any bargaining unit member, who is required to work beyond his/her negotiated work hours shall be compensated at the instructional work rate indicated in Section 4.14 (b).
- 4) Any bargaining unit member who is required to work days beyond the normal work days shall be compensated at the instructional work rate indicated in Section 4.14 (b) for each day.
- 5) A bargaining unit member shall not be required to work on Saturday, Sunday, a holiday or holiday period unless the member agrees to do so, at which the preceding compensation formula shall be used.

5.28 Transfers

A. Voluntary Transfers

Teachers who desire a change in teaching level and/or subject area shall file a written statement of such desire with the Superintendent. Decisions on filling vacancies will be the District's responsibility. Seniority within the District shall determine voluntary transfers if more than one teacher seeks transfer to the same vacancy provided that the teachers involved are substantially equivalent in qualifications and prior work performance.

Teaching Assistants and Aides who desire a change in assignment shall file a written statement of such desire with the Superintendent. Decisions on filling vacancies will be the District's responsibility.

In order to help the unit member better prepare for future opportunities, any unit member considered and not selected will be entitled, upon request, to a meeting to review the specific reasons for the decision.

B. Involuntary transfers

Teacher transfers to a new grade level or subject area shall not be made except for proper and compelling reasons. Notice of a need for an involuntary transfer or reassignment shall be given to the teacher as soon as possible and, under normal circumstances, not later than June 1st of the school year preceding the change. An involuntary transfer or reassignment will be made only after a meeting between the teacher(s) involved and the Principal, at which time the teacher(s) will be notified of the reasons therefore. In the event that the teacher objects to the transfer or reassignment, he/she shall submit a letter, indicating the objections, to the Superintendent and the Association President.

C. Vacancies

Any vacancies in any bargaining unit position shall be submitted to the Association President as soon as the Board of Education has been notified. Bargaining unit members will also be notified by cc-mail. A copy of this notice will be posted by the Administration in the main office and faculty room for at least five (5) working days.

Any modifications to existing job descriptions shall be submitted to the Association President as soon as the Board of Education has authorized a change.

In order to help the unit member better prepare for future opportunities, any unit member considered and not selected will be entitled, upon request, to a meeting to review the specific reasons for the decision.

D. Position Transfer/Termination

If a tenured teacher transfers positions and the new position is subsequently terminated, the teacher shall be given first preference for any vacancies occurring in other tenure areas, assuming the teacher holds proper certification. This section will not supercede State Education Law with regards to a teacher's seniority rights.

5.29 Shared Decision Making

The Association, Board of Education, and Administration shall continue to follow the procedures established in the Shared Decision Making Program.

5.30 Layoff/Recall

- 1) All layoffs and recalls will be effectuated in accordance with New York State Education Law or Civil Service Law rules, regulations and law.
- 2) The District will post a seniority and recall list for Teachers and Teaching Assistants no later than December 1 of each school year. At the time of this posting, a copy will be provided to the President of the Association.
- 3) All benefits, such as accumulated sick leave, insurance benefits and seniority, will be restored on recall.
- 4) A Teacher or Teaching Assistant on lay-off may decline recall to any position that is less than full time without jeopardizing seniority and recall rights. If, however, such Teacher or Teaching Assistant was laid off from a less than full-time position and the Teacher or Teaching Assistant is offered recall to the same or similar position and the Teacher or Teaching Assistant declines recall, then such Teacher or Teaching Assistant will be placed at the bottom of any list of laid off Teacher or Teaching Assistants and the Teacher or Teaching Assistant's seniority for recall purposes shall be effective on the date of such refusal.
- 5) Teachers or Teaching Assistants on lay-off shall be responsible for maintaining a current mailing address with the Superintendent of Schools and shall apprise the Superintendent of any changes of residence, certification status, or employment. Failure to do so would allow the District to move the Teacher or Teaching Assistant to the bottom of the list.
- 6) A Teacher or Teaching Assistant on lay-off who is recalled to a bona fide vacancy must return to employment within fourteen (14) calendar days unless otherwise employed in which case the Teacher or Teaching Assistant will have thirty (30) calendar days, except that, in the case of extenuating circumstances, a Teacher or Teaching Assistant may decline recall, by notice to the Superintendent within seven (7) days from receipt of such recall notice, with no change in seniority status for recall purposes. If subsequent recall notices are made to the same Teacher or Teaching Assistant and the teacher declines recall within the time set forth above,

then the Teacher or Teaching Assistant's seniority for recall purposes shall be determined as effective on the date of such declination.

- 7) Teachers or Teaching Assistants on lay-off will be offered recall to temporary positions of one semester or more; however, a Teacher or Teaching Assistant may decline such recalls without any jeopardy to his/her recall rights.

5.31 Merger

The District shall not merge with or be absorbed by another District or other Districts unless:

- a) The other District(s) agree in advance to maintain the retirement benefits described in Sections 4.52 (a) and 4.52 (b) of this Agreement.
- b) There is a blending of the seniorities between the current members of the West Valley Teachers' Association and the staff of the other District(s).

5.32 Distance Learning

- A. The parties acknowledge and confirm that participation in a distance learning program shall not be used by the District to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the distance learning program involve bargaining unit work in sending classes only. This does not negate the rights in Section 5.24.
- B. Distance Learning courses shall not be used if it can be clearly demonstrated that it has caused or will immediately cause any bargaining unit member to be laid off or reduced from full time to part time employment.
- C. Teacher participation in the distance learning program shall be voluntary.
- D. Each sending distance learning course for which there is a vacancy shall be posted, and if such course(s) is a credit bearing course, it shall be taught only by members of the bargaining unit who are certified in the area of instruction for which the course is designed.
- E. Distance learning equipment shall not be used to monitor teacher performance or to evaluate unit members. Unit members participating in the distance learning program shall be evaluated at the West Valley Central School site, and in the same manner as all other unit members, in accordance with the terms of this collective bargaining agreement.

- F. Training on distance learning shall be offered to interested teachers before their distance learning course begins. Participating teachers will be allowed visitation time for each receiving site as agreed upon by the Administration and the teacher.
- G. Every effort will be made to make sure that Distance Learning classes will be scheduled during his/her regular school day. A teacher who teaches a distance learning class outside of his/her regular school day shall be given compensatory time either at the beginning or the end of the regular school day.
- H. The assignment to a unit member of responsibilities for a distance learning class as a sending or receiving classroom will be counted as a class assignment if a unit member is assigned the responsibility.
- I. The District will provide qualified technical personnel to assist in the set-up, transmission, and take-down of equipment utilized in distance learning classes. Technology assistance in operating the system will be provided when necessary.
- J. Teachers assigned to a sending class will not be responsible for the discipline of students at a receiving class. However the teacher is expected to notify the home district of the unacceptable conduct of any of its students.
- K. No teacher will be required to use a preparation period to assist in another teacher's distance learning course. No teacher will receive an unreasonably increased workload as the result of another teacher's distance learning course.
- L. The class size of a distance learning program sending class shall be limited to ten (10), and the maximum at both sending and receiving sites shall be limited to thirty (30).
- M. If a class is taped, the tape(s) can only be used for students enrolled in that course during the school year or otherwise with the consent of the instructor.

5.33 Personnel File

A Bargaining Unit Member shall be notified whenever any of his/her computer network files are to be checked by the District. The Member shall be notified as to the reason for the check and shall be given an opportunity to respond before any investigation. The Member shall be kept informed during and at the conclusion of the investigation.

APPENDIX A – Sabbatical Leave (Demand Note)

2004-2006
SABBATICAL LEAVE
(Demand Note)

_____ day of _____, 20__

WHEREAS, West Valley Central School District has heretofore entered into an Agreement with the West Valley Teachers' Association for Sabbatical Leave for Seven years of service in the local system, and

WHEREAS _____, a teacher, has applied to the Board of Education for Sabbatical Leave and such Sabbatical Leave has been granted to commence the _____ day of _____, 20__, and to end the _____ day of _____, 20__, and

WHEREAS, the teacher, _____, has been granted (60% of his/her base salary for a full year's absence) (80% of his/her base salary for a half year's absence), and said teacher has agreed to the further conditions of the granting of such Sabbatical Leave as provided in said Agreement.

NOW, THEREFORE, WITNESSETH, I _____, promise to pay to the order of West Valley Central School District, or to the bearer, the sum of _____, on demand, provided I do not return to the employment of the West Valley Central School District, West Valley, New York, after the duration of my leave which begins on the _____ day of _____, 20__, and ends on the _____ day of _____, 20__.

This note shall become null and void upon completion of service of one (1) year, and shall be reduced on a pro-rata basis of each month I provide service to the District upon expiration of my said leave.

STATE OF NEW YORK)

) SS:

COUNTY OF _____)

On the _____ day of _____, 20__, before me, the subscriber, personally appeared _____, to me personally known to be the same person described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same.

APPENDIX B – Grievance Form

GRIEVANCE

- (1) Name(s) of aggrieved bargaining unit member(s):
- (2) Brief statement of facts out of which grievance arises:
- (3) Provision(s) of the Agreement claimed to have been violated:
- (4) Nature of relief requested:

Date _____

Signature(s) of aggrieved bargaining
unit member(s):

For District Use Only:

- (1) Date grievance presented at Oral Level: _____
- (2) Date decision presented at Oral Level: _____
- (3) Date written grievance received at Written Level: _____
- (4) Date meeting held at Written Level: _____
- (5) Date written decision presented at Written Level: _____
- (6) Date written request presented at Board Level: _____
- (7) Date meeting held at Board Level: _____
- (8) Date written decision presented at Board Level: _____

APPENDIX C – Salary Base and Formula

All teachers will progress so that their Step Number will be increased by one each year, except as noted in the conversion from 2003-2004 to 2004-2005.

The 2004-2005 Salary Schedule is effective as of October 1, 2004.

Step conversion from 2003-2004 to 2004-2005.

2003-04 Step	2004-05 Step	2004-2005 Base Salary
1	1	31,000
2	2	31,750
3	3	32,800
4	4	33,400
5	5	34,000
6	6	35,856
7	7	37,500
8	8	38,965
9	9	41,626
10	10	44,400
11	11	47,500
12	12	52,200
13	13	56,500
14	14	61,600
15	15	63,500
16	16	65,500
	17	67,500

SALARY BASE AND FORMULA

2004-05			2005-06		
Years of Experience	STEP	BASE SALARY	Years of Experience	STEP	BASE SALARY
1	1	31,000	1	1	31,500
2, 3	2	31,750	2	2	32,250
4, 5, 6	3	32,800	3, 4	3	33,050
7	4	33,400	5, 6, 7	4	34,150
8	5	34,000	8	5	34,750
9	6	35,856	9	6	35,856
10, 11, 12	7	37,500	10	7	37,500
13, 14	8	38,965	11, 12, 13	8	39,000
15	9	41,626	14, 15	9	41,626
16	10	44,400	16	10	44,400
17, 18, 19, 20	11	47,500	17	11	47,500
21, 22	12	52,200	18, 19, 20, 21	12	52,200
23, 24	13	56,500	22, 23	13	56,500
25	14	61,600	24, 25	14	61,600
26 and up	15	63,500	26	15	63,500
	16	65,500	27 and up	16	65,500
	17	67,500		17	67,500
Graduate Hours:	56		Graduate Hours:	56	
Masters:	950		Masters:	950	
Inservice Hours:	40		Inservice Hours:	40	

The Formula for determining salaries for 2004-05 and 2005-06 shall be:

BA = BA Base Salary on Step plus Graduate Hours (Maximum 72 hours)

MA = Base Salary on Step plus Masters Degree stipend plus Graduate Hours (Maximum 72 hours beyond Masters).

APPENDIX D – School Nurse

- A. The starting salary for a School Nurse shall be \$16,000.
- B. The School Nurse shall receive a salary increase of 4.5% annually.
- C. When mutually agreed upon, time worked beyond the school day or beyond the school year will be compensated with overtime at an hourly rate equivalent to one fourteen hundredth (1/1400) of the annual salary.

APPENDIX E – Teacher Aides

- A. The starting and minimum hourly wage for a Teacher Aide shall be ninety cents (\$0.90) per hour above the legal minimum wage.
- B. As of September 1 of each year, all teacher aides shall receive an hourly wage increase of 4.5% or \$0.65 per hour (whichever is higher).
- C. A Teacher Aide shall have the option of joining the N.Y.S. Employee Retirement System.
- D. The following terms, conditions, and benefits shall be in effect for a full-time Teacher Aide (more than twenty (20) hours per week):
 - 1. Seven (7) sick days (cumulative to ninety (90)) as described in Section 4.41.
 - 2. Two (2) personal days (transferable to cumulative sick leave) as described in Section 4.43
 - 3. Five (5) paid holidays per year: Thanksgiving Day, Christmas Day, New Year's Day, Presidents Day, Memorial Day
 - 4. Full day's pay on Superintendent's Days
 - 5. District pays for 50% of the premium for the health insurance described in Section 4.51, 4.53 or 4.54 or 100% of the premiums for one of the insurances described in section 4.57 or 4.60. The choice is the employee's.
 - 6. At least thirty (30) minutes prep time per day.

The following terms, conditions, and benefits shall be in effect for a part-time Teacher Aide (less than twenty (20) hours per week):

- 1. Attendance at Superintendent's Days is required and the Aide will be paid if in attendance.
 - 2. One prep period of at least 30 minutes per half day.
- E. The normal workday for full-time Teacher Aides is the same as the student day. When mutually agreed upon, time worked beyond the school day or beyond the school year will be compensated with overtime.
- F. Will accompany students to "specials" if requested by the "special" classroom teacher.
- G. In the event the District is closed due to inclement weather or other reasons, Teacher Aides are not to report to work and shall be paid for the number of hours that the Aide normally works.

APPENDIX F – Computer Lab Coordinator

- A. The minimum starting salary shall be \$21,000.
- B. As of September 1 of each year, the Computer Lab Coordinator shall receive a base salary increase of 4.5%.
- C. Same school year as full time teacher.
- D. Health Insurance Benefits will be as described in Section 4.51, 4.53 and 4.54.
- E. Will have the option of joining the N.Y.S. Employees Retirement System.
- F. Shall receive: 30 minute lunch period and at least 2 planning/consultation periods, or their time equivalent, per day.
- G. When mutually agreed upon, time worked beyond the school day or beyond the school year will be compensated with overtime at an hourly rate equivalent to one fourteen hundredth (1/1400) of the annual salary.
- H.
 - (1) Computer Lab Coordinator(s) with at least twenty (20) years of service to the District and who retire under the New York State Retirement System will receive the dollar value of unused accumulated sick days at a rate of one hundred eleven dollars and eleven cents (\$111.11) per day to a maximum of one hundred eighty (180) days, for a maximum total of twenty thousand dollars (\$20,000) to be left with the district for payment of health insurance premiums until it is exhausted.
 - (2) Each retired Computer Lab Coordinator who elects not to participate in the health insurance benefits shall be entitled to an annual compensatory cash payment equal to \$3,312.68 up to a maximum total payment of the dollar value of unused accumulated sick days at a rate of one hundred eleven dollars and eleven cents (\$111.11) per day to a maximum of one hundred eighty (180) days, for a maximum total of twenty thousand dollars (\$20,000). The payment will be in equal installments at the end of January and June of each year.

APPENDIX G – Educational Technology Manager

- A. The Educational Technology Manager position shall be held by the certified teacher teaching the District's Business courses.
- B. The additional duties of the Educational Technology Manager are defined in the job description dated October 2003 and shall be completed between the hours of 7:15 a.m. and 4:00 p.m.
- C. The Educational Technology Manager will be compensated an amount equal to fifteen percent (15%) of their total annual salary, to be added to the annual salary and paid over the length of the school year.
- D. When mutually agreed upon, a maximum of ten (10) days may be worked beyond the school year. These days will be compensated at an hourly rate of \$30.00 for 2004-2005 and \$30.90 for 2005-2006.

APPENDIX H – Teaching Assistant

- A. The minimum starting salary shall be \$16,000.
- B. As of September 1 of each year, all Teaching Assistants shall receive a base salary increase of 4.5%.
- C. Health Insurance Benefits will be as described in Section 4.53 and 4.54.
- D. Will have the option of joining the N.Y.S. Teachers' Retirement System.
- E. The work year shall be the same as teachers. The work day shall be the same as teachers (7:55 a.m. to 3:00 p.m.). Teaching Assistants shall not be required to work the additional "flex" time.
- F. Part time employee shall receive pro-rated salary and benefits as described in Section 2.17.
- G. When mutually agreed upon, time worked beyond the school day or beyond the school year will be compensated with overtime at an hourly rate equivalent to one fourteen hundredth (1/1400) of the annual salary.
- H.
 - (1) Teaching Assistant(s) with at least twenty (20) years of service to the District and who retire under the New York State Retirement System will receive the dollar value of unused accumulated sick days at a rate of one hundred eleven dollars and eleven cents (\$111.11) per day to a maximum of one hundred eighty (180) days, for a maximum total of twenty thousand dollars (\$20,000) to be left with the district for payment of health insurance premiums until it is exhausted.
 - (2) Each retired Teaching Assistant who elects not to participate in the health insurance benefits shall be entitled to an annual compensatory cash payment equal to \$3,312.68 up to a maximum total payment of the dollar value of unused accumulated sick days at a rate of one hundred eleven dollars and eleven cents (\$111.11) per day to a maximum of one hundred eighty (180) days, for a maximum total of twenty thousand dollars (\$20,000). The payment will be in equal installments at the end of January and June of each year.

APPENDIX I – Family Support Assistant

- A. The starting salary for the Family Support Assistant shall be \$8.00 per hour.
- B. As of September 1 of each year, The Family Support Assistant shall receive a salary increase of 4.5%.
- C. A Family Support Assistant shall have the option of joining the N.Y.S. Employee Retirement System.
- D. The following terms, conditions, and benefits shall be in effect:
 - 1. Seven (7) sick days (cumulative to ninety (90) as described in Section 4.41.)
 - 2. Two (2) personal days transferable to cumulative sick leave as described in Section 4.43
 - 3. Five (5) paid holidays per year: Thanksgiving Day, Christmas Day, New Year's Day, Presidents Day, Memorial Day
 - 4. Full day's pay on Superintendent's Days
 - 5. District pays for 50% of the premium for the health insurance described in Section 4.51, 4.52(d) or 4.52(e) or 100% of the premiums for one of the insurances described in section 4.53 or 4.56. The choice is the employee's.
 - 6. At least thirty (30) minutes prep time per day.
- E. The normal workday for the Family Support Assistant is from 8 a.m. to 3 p.m including a 30-minute paid lunch.. When mutually agreed, time worked beyond the school day or beyond the school year will be compensated at the unit member's regular hourly rate.
- F. In the event the District is closed due to inclement weather or other reasons, the Family Support Assistant is not to report to work and shall be paid for the number of hours that the Family Support Assistant normally works.

APPENDIX J – Full Time Substitute Teacher

- A. The position of Permanent Full-Time Substitute shall be filled only by a certified teacher, or as permitted by the Commissioner of Education
- B. The annual salary for a Permanent Full-Time Substitute will be equal to the one hundred eighty-four (184) times the highest per diem rate established by the District for substitute pay.
- C. The following terms, conditions, and benefits shall be in effect:
 - 1. Five (5) sick days as described in Section 4.41.
 - 2. Two (2) personal days as described in Section 4.43
 - 3. At least thirty (30) minutes prep time per day in addition to a duty-free lunch period.

APPENDIX K – Elementary Counselor

The Elementary Counselor is a bargaining unit position and shall be treated as a teacher in this agreement.

The Elementary Counselor shall be covered under the following sections of the contract:

Section 1.12

Section 2.1

Article 3

Section 4.11, 4.12 (a), (b), (c), (d), first sentence of (e), (f), 4.13, 4.14

Section 4.2

Section 4.4

Section 4.5

Article 5

Appendix A, B, C

APPENDIX L – Discipline Team

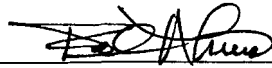
1. Members of the Discipline Team shall be paid a stipend of \$5,000 each for the 2004-2005 school year and \$5,150 for the 2005-2006 school year.
2. This amount shall be added to the annual salary and paid over the length of the school year.

APPENDIX L – Annual Professional Performance Review “APPR”

The APPR as defined in the document and signed by the District and the Association on November 16, 2000 and November 14, 2000 respectively.


IN WITNESS WHEREOF, the duly authorized representatives have subscribed their names below on the 4th day of January, 2005.

FOR THE DISTRICT

A handwritten signature in black ink, appearing to be "J. D. Adams", written over a horizontal line.

Superintendent

FOR THE ASSOCIATION

A handwritten signature in black ink, appearing to be "Michelle D. Enser", written over a horizontal line.

President

