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#### **Contract Database Metadata Elements**

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**AGREEMENT**

**BETWEEN**

**VERNON-VERONA-SHERRILL TEACHERS' ASSOCIATION**

**AND**

**THE SUPERINTENDENT OF SCHOOLS**

**OF THE**

**VERNON-VERONA-SHERRILL CENTRAL SCHOOL**

**RECEIVED**

JAN 07 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

*7/1*  
2007-2008, 2008-2009, 2009-2010 *o/bc*

12/07

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**RECOGNITION AGREEMENT**

**VERNON-VERONA-SHERRILL  
BOARD OF EDUCATION**

and

**VERNON-VERONA-SHERRILL  
TEACHERS' ASSOCIATION**

**2007-2008, 2008-2009, 2009-2010**

Pursuant to Article 14 of the State Civil Service Law, the Board of Education of the City School District, City of Sherrill hereby adopts the following Agreement covering recognition of the Vernon-Verona-Sherrill Teachers' Association as a bargaining agent of the methods by which negotiations shall take place with said organization with respect to hours, wages, and other items and conditions of employment.





**AGREEMENTS**  
**between**  
**PUBLIC EMPLOYERS**  
**and**  
**EMPLOYEE ORGANIZATIONS**

Section 204-a

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notices in type not smaller than the largest type used elsewhere in such agreement.

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

**ARTICLE 1  
AGREEMENT**

This agreement made and entered into this 1<sup>st</sup> day of July, 2007 by and between the School Board of the City School District, City of Sherrill (hereinafter referred to as the "Board") and the Vernon-Verona-Sherrill Teachers Association (hereinafter referred to as the "Association"). This agreement is effective July 1, 2007 to June 30, 2010.

Exception #1: Provisions of this contract not proposed on shall be included in the successor agreement.

Exception #2: This agreement has been negotiated in accordance with Chapter 392 of the laws of 1967 and is effective from July 1, 2007 through June 30, 2010 and, lacking a successor agreement, thereafter in accordance with Law.

**ARTICLE 2  
PHILOSOPHY**

1. The Board of Education and the Association firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Vernon-Verona-Sherrill Central Schools the highest level of educational opportunities reasonably obtainable. The Board recognizes that teaching is a profession and that members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve the educational system. The Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation and effective communications exist between the Board and its professional staff.
2. It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in the Vernon-Verona-Sherrill Central Schools depends upon them.
3. The parties recognize that the availability of satisfactory school facilities is necessary to insure the high quality of education that is the goal of both the Teacher and the Board.

**ARTICLE 3  
RECOGNITION**

The Board of Education of the City of Sherrill School District, having determined that the Vernon-Verona-Sherrill Teachers' Association is supported by a majority of the Teachers in the Unit consisting of all classroom Teachers, librarians, nurses, speech therapists, speech pathologist, occupational therapist, reading specialists, teacher leaders, school psychologists, guidance counselors, social workers, teacher assistants, long term substitutes working five months or longer, except the Superintendent, Assistant Superintendents, Principals, Assistant Principals, and Administrative Assistant hereby recognize the Vernon-Verona-Sherrill Teachers Association as the exclusive negotiating agent for the employees in such unit. Such recognition shall extend until June 30, 2010. Such recognition will be extended for successive three-year periods thereafter unless there appears a legitimate challenge.

**ARTICLE 4  
AREAS FOR DISCUSSION AND AGREEMENT**

This recognition constitutes an Agreement between the Board and the Association to negotiate regarding matters related to terms and conditions of employment, as defined by Article 14 (Section 201.4) of the Civil Service Law. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the V.V.S. Central School District. The Board and the Association recognize that the Board must conform to the legal responsibilities as are promulgated by the Commissioner of Education. The Board cannot reduce, negotiate, or delegate its legal responsibilities. The Board agrees that the Teacher Association has the professional responsibility to assist in the development of policy in the district.

**ARTICLE 5  
NEGOTIATION PROCEDURES**

1. **NEGOTIATION TEAMS:**  
The designated representative(s) of the Board will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.
  
2. **DATES:**  
During the week commencing the first Sunday after Feb. 1 (the date to be established by the Superintendent and the President of the V.V.S.T.A.) the parties will enter into good faith negotiations over a successor agreement covering an agreed upon length of time. Proposals to be negotiated by the Association and the Board's delegated representative shall be submitted at the first meeting. Such additional meetings shall be held as the parties may require to reach understanding

## NEGOTIATIONS (continued)

on the written proposals submitted at the first meeting or until an impasse is reached.

### 3. **PROCEDURES:**

Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting as directed in paragraph #2, such additional meetings shall be held as required by both parties. Meetings shall not exceed two hours and shall be held at a time other than the regular school day.

### 4. **REPRESENTATIVES:**

Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or 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, counterproposals and reach compromises in the course of negotiations.

### 5. **EXCHANGE OF INFORMATION:**

Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

### 6. **REACHING AGREEMENT:**

When agreement is reached on the proposals submitted at the first meeting, said agreement shall be reduced to writing by an individual mutually agreed upon by the two chief negotiators and submitted to the Association by its negotiation team and to the Board by its negotiating team. The written agreement will become official when approved by a majority of the Association membership and signed by the Chief School Officer.

### 7. **REPORTING:**

The parties agree that the proceedings of all negotiations meetings shall not be released, except under the following conditions:

- A. If either party desires, proposals submitted at the first meeting may be released to the Association and/or the Board of Education and neither party will make these public.
- B. If an impasse is reached and procedures are implemented the parties are free to release.

## NEGOTIATIONS (continued)

- C. When the Association and the Board have ratified the agreement, the President of the Association and the Superintendent of Schools shall meet and jointly release the contents of the agreement.

### 8. **COMMUNICATION:**

The Executive Committee of the V.V.S.T.A. and the Superintendent will continue to develop lines of communication and policy formulation within the school district by meeting monthly, September 1st through June 30th to discuss matters of mutual concern to both parties.

## ARTICLE 6 GRIEVANCE PROCEDURE

### 1. **DEFINITION:**

A "grievance" is any alleged dispute which arises with regard to the interpretation or application of the terms of this agreement.

### 2. **PURPOSE:**

The primary purpose of the procedure set forth in this article is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Except as it is necessary for the purpose of implementing this article, both parties agree that these proceedings shall be kept informal and confidential.

### 3. **PROCEDURE:**

#### A. Level One

The Teacher, or a group of Teachers, directly affected with an alleged grievance shall first discuss the matter with the Building Principal, with the objective of resolving the matter informally.

#### B. Level Two

If the Teacher, or a group of Teachers, directly affected is not satisfied with the decision at Level One, he shall appeal, in writing, to the Superintendent within 10 (10) working days of receipt of the decision at Level One. The Superintendent shall within ten (10) working days, render his decision, in writing, concerning the disposition of the grievance.

Submission of a grievance at this step shall constitute the sole means for resolving the grievance. Any and other courses of action shall be barred. The election of an alternative course of action prior to the submission of a grievance at this step shall be considered to be a waiver of the right of the employee to thereafter seek recourse by means of the grievance procedure for the same or similar grievance.

## GRIEVANCE PROCEDURE (Continued)

### C. Level Three

If the Association is not satisfied with the decision of Level Two, it may appeal, in writing, to the Board of Education within ten (10) working days of receipt of the decision at Level Two. The Board of Education shall consider the alleged grievance and render a written decision within twenty (20) working days of its submission to the Board.

### D. Level Four

Except for a grievance of the following articles of this agreement, the Association may appeal the decision at Level Three as indicated. For the articles below, the decision of the Board shall be final and binding.

- Page 9 - Article 9 Additional Teaching Duties Without Compensation
- Page 13 - Article 11 Teacher Schedules
- Page 19 - Article 18 Dismissal
- Page 24 - Article 22 Sabbatical
- Page 29 - Article 27 Student Discipline and Disturbed Children

Grievances alleging procedural violations of Article 10 - Evaluations such as a deficiency in the number of observations, etc. may proceed beyond Level Three. However, the parties agree that disputes over content of any observation report based upon the evaluator's perception and judgement shall not be the subject of a grievance.

If the Association is not satisfied with the decision at Level Three, it may be processed to arbitration within 10 (10) working days of receipt of the decision of the Board of Education, by written notice thereof to the American Arbitration Association together with a request for a panel of arbitrators from which the Superintendent and the President of the V.V.S.T.A. shall jointly select an arbitrator.

In the event that the parties cannot mutually agree upon an arbitrator from this list, the arbitrator shall be appointed in accordance with the rules of the American Arbitration Association.

The Arbitrator shall hear the matter promptly, and issue his decision in accordance with the rules of the American Arbitration Association. Such decision shall be in writing and binding upon both parties, and set forth his findings of fact and opinion on the issue(s) submitted.

## GRIEVANCE PROCEDURE (Continued)

The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this contract and, further, shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement, nor add to, subtract from, or modify any of the provisions of this agreement.

### 4. PROVISIONS:

- A. Conferences and hearings held hereunder shall be held during non-working hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If, in the judgement of the Superintendent conferences or hearings must be held during working hours, persons who participate shall be excused from their assignments without loss of pay. Notwithstanding any of the foregoing, there shall be no interference with the instructional program.
- B. A grievance shall be asserted at Level One within twenty (20) working days of the occurrence of the act complained of. Failure to assert a grievance at the first step within twenty (20) working days shall be deemed abandonment of the grievance. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first three levels in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
- C. The grievant may be represented by the Association or an individual of his/her own choosing at Level One and Level Two of the grievance procedure.
- D. Nothing contained in this article shall apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any by-law of the Board or (2) the Board is without authority to act.
- E. The cost of the arbitrator shall be shared equally between the Association and the district. Each party shall bear all other of its own expenses.
- F. The term "working days" as used in this article shall include all days, Monday through Friday, fifty-two (52) weeks per year excepting holidays.



**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

- A. The parties agree that all negotiable items presented by either party have been discussed during the negotiations leading to this agreement and therefore agree that negotiations will not be reopened on any item whether contained herein or not during the life of this agreement, except by mutual consent of both parties; however, items may be reintroduced at the time negotiations commence on a subsequent agreement as specified in Article 5.
- B. This agreement and all provisions herein are subject to all applicable laws and regulations and decisions of the Commissioner of Education for New York State. In the event any provision of this agreement is held to violate such laws, said provision shall not bind either of the parties but the remainder of this agreement shall remain in force and effect as if the invalid provision had not been part of this agreement.
- C. Copies of this agreement shall be printed at the expense of the Board and given to all Teachers now employed or hereafter employed by the Board by September 1, or within 15 days of the contract settlement, whichever is later.
- D. Administrators and/or Teacher Leaders may visit classrooms informally.

**ARTICLE 8**  
**ASSIGNMENT AND TRANSFER**

Teachers shall be assigned to positions by the Superintendent with the advice of the Principal and Teacher Leader. A Teacher's assignment may be changed within tenure areas at the discretion of the Superintendent. Teachers affected by this change will be notified in conference and, if possible, prior to the end of the school year.

Teachers desiring to be transferred may do so by presenting in written request for such transfer to the Superintendent of Schools. Such transfers are at the discretion of the Superintendent. Any transfers made from one tenure area to another will cause the Teacher on tenure to be placed on probation status in the new tenure area and serve a new probationary period.

Any probationary Teacher transferred without his/her consent shall cause previous probationary time served to be fully credited towards determining tenure status.

## ASSIGNMENT AND TRANSFER (Continued)

In the event it becomes necessary to reduce a position in a building and no vacancy exists in the building to which the person holding the eliminated position may be transferred, the following procedure will be used to determine who will be transferred.

A notification of vacancies in the district will be published and all Teachers will be given opportunity to volunteer for such positions. If there is an insufficient number of qualified volunteers, transfer will be made by reassignment of a probationary Teacher at the grade level in the building involved. If there are no probationary Teachers in the building at the grade level involved, then transfer will be made at the discretion of the Superintendent.

### ARTICLE 9 ADDITIONAL TEACHING DUTIES WITHOUT ADDITIONAL COMPENSATION

The parties recognize that there are many duties that are important to the functioning of the overall educational program. The parties further recognize that these duties must be performed by Teachers and will often require Teachers to remain after the scheduled checkout time. Finally, the parties recognize that every attempt will be made to insure that these duties are equitably shared by the total staff. These duties are:

- A. **Extra-Curricular Activities (Without Additional Compensation)**  
Teachers will be assigned to supervise an extra-curricular activity without additional compensation that may require them to remain after the scheduled checkout time as follows:
  1. Assignments to extra-curricular activities will be made by the Superintendent or his representative.
  2. Each Teacher selects for supervision no more than one extra-curricular activity per year.
  3. In the event two or more Teachers select the same activity, the Superintendent or his representative shall make the assignments.
  4. All extra-curricular assignments without pay will be made on a rotational basis, therefore, insuring that if there were a limited number of assignments in a given year, staff members assigned an activity that year would not necessarily have an assignment the next year.
  5. The extra-curricular assignment, if at all possible, will relate somewhat to the Teacher's subject matter area.

**ADDITIONAL TEACHING DUTIES WITHOUT ADDITIONAL COMPENSATION  
(Continued)**

6. This assignment may require the Teacher to be on duty beyond the regular checkout time.

**B. Student Assistance (Without Additional Compensation)**

It is agreed by both parties, the Teachers should assist students experiencing learning difficulties. This assistance may be rendered via review classes or special sessions which may require a Teacher's remaining in school beyond the scheduled checkout time.

**C. Supervision (Without Additional Compensation)**

The Superintendent or his representative may assign Teachers to various supervision functions such as hall duty and bus duty (at no additional compensation) that may require a Teacher's remaining after the scheduled checkout time or arriving prior to the checkin time. The Superintendent shall prescribe the method of assignment and insure that these duties are equitably shared by the teaching staff assigned to a building.

Exception #1: Teachers who perform after checkout time hall supervision will be compensated at the rate of \$22.00 per hour.

**ARTICLE 10  
CLASS LOAD**

A. Teachers in the elementary schools may be permitted to schedule conferences with parents or other Teachers during period when a class is being taught by a Special Teacher. Teachers in the elementary schools will be afforded one unstructured preparation period per day, the duration of which will not be less than the normal instructional period in the Teacher's particular building. Committees will be formed to develop an equitable schedule for preparation periods for Special Area Teachers.

B. The teaching load in the Middle/Senior High School is governed by the following provisions:

1. Within the structure of a nine period schedule, the class load of an individual teacher is defined as follows:

- a. Five periods of regular academic instruction
- b. One period of study hall or hall supervision
- c. One unstructured planning/preparation period

CLASS LOAD (continued)

- d. One structured planning period. This time is to be used for activities such as student help, curriculum development, in-service assignments (attending programs, instructing staff, developing plans for in-service instruction), developing curriculum materials, committee work deemed necessary by the District, preparation of classroom materials, office hours, remedial instruction and other activities that support the overall educational program.
  - e. One duty-free lunch period of at least 40 minutes.
2. The above structure may be modified as follows:
- a. If a need for more study hall supervision is demonstrated, a teacher may be assigned such a study hall in lieu of the structured planning period above. Such assignment shall be accomplished in a way that this study hall duty is equitably shared by all faculty members during the course of the school year. (Teachers assigned a sixth teaching period as noted below will not be assigned such duty.)
  - b. If student requests for courses are such that an increase of less than one full time staff member is needed to meet these requests in a particular department, the Superintendent is authorized to assign a teacher to an additional period of regular academic instruction subject to the following restrictions.
    1. No staff member will be required to accept such assignment in two consecutive years.
    2. Acceptance of such assignment will cause the removal of the study hall or hall supervision in B.1.b above. The teacher may also elect to substitute another unstructured planning/preparation period. Such election would make the teacher's schedule as follows:  
  
Six periods of regular academic instruction  
Two periods of unstructured planning/preparation  
One duty free lunch period of at least 40 minutes
    3. Before such assignment is made, the department will be surveyed and any volunteers will be given first consideration in the assignment of the sixth teaching period.
  - c. Except as noted in 2 b. above, a Teacher will not be assigned a sixth teaching period except in emergency situations. In such emergency cases all provisions of this Article relating to assignment of the sixth teaching period will apply.

## CLASS LOAD (continued)

- d. Whenever a teacher is assigned a sixth period of regular academic instruction, he shall be compensated by relief from supervisory duties such as hall duty, bus duty, homeroom and other duties outlined by the building Principal.
  - e. Anytime that a sixth teaching period is assigned, except as covered in B.3. below, the President of the Association may request and be given the Superintendent's reasons for such assignment.
3. A teacher of the educable handicapped may be assigned a sixth period at the discretion of the Superintendent.
  4. In the interest of better teaching, it is agreed that no Teacher should have more than three different preparations for one day's classes. If necessary, the Superintendent is authorized to assign more than three preparations to an experienced teacher but is not authorized to assign more than three preparations to an inexperienced teacher (i.e. a teacher with less than one year actual teaching experience). The Teacher Leader in the teacher's subject area will advise the superintendent concerning the number of different preparations for a Teacher if any question concerning the number arises.
  5. The normal teaching load for subject area team teaching will be the same as for other Teachers except that the study hall supervision called for in B.1.b. shall be replaced with a team preparation period. During this period, each team shall be responsible for supplementary supervision of the Media Center.
  6. Interdisciplinary teams shall have no more than 130 students. The scheduling of students within the team shall be determined prior to the opening of school by the team and the appropriate administrator involved.
  7. Part time teachers will be paid at the rate of 1/6 of their scheduled salary for each period of regular academic instruction.
  8. The District reserves the right to return to the scheduling arrangements of 1984-85 at any time in which case the provisions of the 1982-85 Agreement will apply.

ARTICLE 11  
**TEACHER SCHEDULES**

The work year for Teachers as defined by State Law, is that Teachers are regularly employed from September 1 to June 30. Teachers may be assigned duties consistent with their assignment at any time during this time period by the Superintendent of Schools.

Present staff members are to be recommended for teaching and non-teaching assignments for their area (grade levels, departments) to the Building Principal for the next school year. The Building Principal is to recommend a master schedule for the next school year to the Superintendent of School. The Superintendent of Schools will construct, on a tentative basis, all teaching and non-teaching assignments in the schools of the district following receipt of these recommendations.

Teachers shall be notified of their tentative program, schedule of grade level assignments for the ensuing year as soon as the master schedule is prepared. In addition, they will be notified of any changes in their tentative program, schedule or grade level assignment for the ensuing year, including the schools to which they will be assigned as soon as practicable.

ARTICLE 12  
**TEACHING HOURS**

- A. The Teacher's school day in the Middle/Senior High School will be as follows:

At assigned area	7:40 AM
Check out	3:00 PM
  
- B. The Teacher's school day in the elementary schools will be as follows:

<b>Verona</b>	
At assigned area	8:25 AM
Checkout	3:35 PM
<b>Sherrill</b>	
At assigned area	8:25 AM
Check out	3:35 PM
<b>Vernon</b>	
At assigned area	8:25 AM
Check out	3:35 PM
  
- C. The teaching hours stated may be adjusted earlier or later by the Superintendent of Schools but the total hours shall remain the same. If a Teacher volunteers to exceed the total hours in conducting an extra activity in addition to those stated on Pages 9-10 and approved by the Administration, then said Teacher shall be compensated from his regular teaching schedule except as follows:

## TEACHING HOURS (continued)

Exception #1: Teacher assigned lunch duty by the Superintendent shall be assigned the normal teaching load.

- D. The Building Principal will make decisions relating to building meetings in each school. It is assumed that such meetings will be used only as necessary to insure effective school operations.
- E. All Teachers shall be entitled to a minimum of 40 consecutive minutes duty-free lunch time (this time may be altered by mutual consent of the Superintendent and the President of the V.V.S.T.A.), except as follows:

Exception #1: Teachers assigned noon duty by the Superintendent of Schools.

Exception #2: When emergencies or special events make it necessary for the Superintendent or his designee to alter the schedule.

- F. The Superintendent of Schools shall define the lunch period in each school building. The Superintendent shall assign lunch period supervision. The Superintendent shall define duties of individuals assigned to lunch duty. If a Teacher is assigned lunch duty, he/she shall be compensated at the rate of \$22.00 per hour for duties performed. If a Teacher does not perform the lunch duty he will not receive the stipulated compensation. The Superintendent of Schools will assign Teachers only from those who volunteer to perform this duty. Teachers or Aides or any combination of Teachers and Aides will be employed to properly supervise the lunch program.

Teachers assigned, during fifth and sixth periods, to regular study hall supervision or to hall supervision on the second floor in lieu of a regular study hall assignment will not be compensated as noted above. These Teachers may, however, volunteer for paid lunch duty during their scheduled lunch period.

- G. Elementary Teachers shall have a minimum of one early release day at the close of the first semester for preparing reports and other recordkeeping duties. These Teachers shall also be granted a full day for these duties in June unless the granting of such day will penalize the District in aid based on student attendance. This day will be granted prior to the last day students are in attendance in June.
- H. If report cards are handed out by the Teachers on the last day of school at the elementary schools, the children are to be dismissed as soon as possible.

**ARTICLE 13  
TEACHER LEADERS**

**A. Teacher Leaders**

1. Teacher Leaders will be employed as part of the supervisory staff.
2. Teacher Leaders will be hired annually. Teacher Leaders not to be reappointed for the next school year will be notified in conference with reasons stated, on or before June 1.
3. Secondary Teacher Leaders will teach four classes per day. Other Teacher Leaders shall have one period per day free from all building and district duties for planning.
4. Teacher Leaders will receive an amount equal to Level 8 of the extra duty schedules as remuneration for their supervisory assignments.

**B. Department Chairperson vs. Teacher Leader Job Title**

Over the years, the nature of the work that our Department Chairpersons have traditionally done has changed. They have increasingly been looked upon to serve in leadership roles in the areas of curriculum, instruction, and assessment. Further, they are looked to facilitate department-level and district-wide discussions regarding school improvement activities in contrast to their traditional roles as Department Chairpersons where their primary responsibilities had revolved around completing observations and managing department budgets. In reviewing their new and changing role, it became obvious that the term "Department Chairperson" did not accurately describe the new role and responsibility that these positions require. Therefore, we established a name change from Department Chairperson to Teacher Leader to more accurately reflect their work.



ARTICLE 14  
OBSERVATIONS/EVALUATIONS

- A. Responsibility for Teacher Observations
1. The Superintendent of Schools is responsible for the conduct of all phases of the Teacher Observation and Evaluation Program.
  2. Observation of all Teachers is the responsibility of the Superintendent of Schools.
- B. The Primary Purposes of Observation and Evaluation of Teachers Are:
1. To improve instruction.
  2. To provide the Teacher with specific and general feedback relative to performance.
  3. To observe for the purpose of evaluating the teaching process.
- C. Observation Process
1. Tenured Teachers shall be observed annually in a formal manner or they may participate in option B. (See Appendix B.) Observations shall be announced and unannounced. One observation shall be unannounced.\*
    - \* An exception to this limit will exist in situations where at the post observation conference the observer states a need for an additional observation which may be announced or unannounced.
  2. Probationary Teachers shall be observed formally at least three times each year. Observations shall be announced (clinical/non-clinical) or unannounced. Principals are to notify probationary Teachers each semester as to whether or not the kind of service they are rendering is satisfactory or unsatisfactory in terms of the school district's standards, as outlined by the Superintendent of Schools.
- D. Procedures and Definitions
1. All formal observations will be at least 30 minutes long and followed by a Teacher/Observer conference. The Teacher or administrator may select clinical observations which will be preceded by a Teacher/Observer conference.
  2. The post observation conference, to take place no more than three working days after the observation, shall be directed toward suggestions for improvement as well as the recognition of positive performance. Both the administrator and Teacher may suggest remedial activities where deemed necessary by either party to respond to concerns indicated.

## OBSERVATIONS/EVALUATIONS (continued)

3. The written observation report will be completed by the administrator within five working days after the observation. This report will be signed by the Teacher and the administrator and placed in the Teacher's file. The Teacher may make written exception to the report. This exception will become part of the file.
4. A space will be provided for the observed to sign an observation report to indicate receipt, but not approval or disapproval. A written reaction by the observed may be attached to the report. However, the conclusions of the observers are not subject to review by an arbitrator.
5. All observations of teacher performance shall be conducted openly and with full knowledge of the teacher. The observer shall not comment or directly participate unless requested to do so by the teacher.
6. The Superintendent of Schools and the President of the V.V.S.T.A. shall, jointly, select a group of administrators, tenured teachers and teacher leader to be used in the evaluation of teachers as outlined below. This pool shall be appointed by September 15th of each year.
  - A. If a teacher receives an unsatisfactory evaluation, he/she may elect to appeal this unsatisfactory evaluation as follows:
    1. Within five (5) working days of receipt of the unsatisfactory rating, the teacher must initiate, in writing, an appeal with the Superintendent of Schools. The appeal must specify the exact provisions of the rating to be considered during the appeal. The teacher will name three individuals (in written appeal) from the pool to evaluate the merits of the appeal. One individual from the pool must be the administrator. Elementary teachers may not select teachers from their own building. Secondary teachers may not select members from their own department.
    2. Within ten (10) working days of the receipt of the teacher's written appeal, the committee will meet and rule on the merits of the teacher's appeal.

The committee shall rule that: 1) the evaluation be removed from the folder, or 2) the evaluation shall remain in the folder.
    3. The teacher may appeal, in writing, directly to the Superintendent of Schools, if he/she disagrees with the committee's opinion within five (5) working days of the

## OBSERVATIONS/EVAULATIONS (continued)

committee's decision. If the committee fails to act within the time limits specified, the teacher may appeal, in writing, to the Superintendent of Schools within ten (10) working days of the committee's receipt of the teacher's written appeal statement from the Superintendent. The Superintendent's decision is final at the local level.

4. Failure of the teacher to take action as specified in 1 or 3 will cause unsatisfactory rating to stand.
- B. A teacher may use this plan to improve performance as follows:
1. The teacher will request the President of the V.V.S.T.A. and the Superintendent to jointly appoint three individuals from the pool to act as a professional improvement committee.
  2. The committee will develop and implement a plan to assist the teacher. The committee will develop its own time limits.
  3. The committee will report the progress of the teacher involved to the Superintendent and the President of the V.V.S.T.A.
7. A teacher shall be entitled to have a representative of his choosing present during any disciplinary action that becomes a part of his/her permanent folder.
  8. A teacher who is not going to be recommended for tenure at the conclusion of his/her probationary period may request, and shall be granted, an opportunity to be present at an executive session of the Board of Education prior to the Board's action on such above-mentioned recommendation. The purpose of such meeting shall be to discuss various aspects of the evaluation. The outcome of the procedure is not subject to the grievance procedure.

## ARTICLE 15 STUDENT TEACHERS

Student teachers will be assigned in the district at the discretion of the Superintendent of Schools. This assignment shall be made only with permanent teacher's consent.

**ARTICLE 16  
VACANCIES**

Teaching and administrative vacancies shall be published in every school in the system and all qualified Teachers shall be given an opportunity to make application for such positions. This notification to be made no later than five (5) days after the creation of such vacancy and in no event later than such vacancy is forwarded to other parties, such as placement services, etc. Appointments to such vacancies shall not be made until notified Teachers have had one week from the date of the vacancy publication to respond and make application. Teachers wishing to be notified during the summer months (July 1st to August 31st) may leave a self-addressed envelope in the Central Office to be used for such notification.

**ARTICLE 17  
REPRESENTATION AND SELECTION  
OF ADMINISTRATORS**

The Superintendent of Schools and President of the Association shall jointly appoint a member of the Association to any committee formed for the purpose of evaluating all individuals who are being interviewed for administrative vacancies, including new positions, in the district.

**ARTICLE 18  
DISMISSAL**

A Teacher who is to be dismissed will be given 120 days notice except emergency dismissals as defined by the Superintendent of Schools. The Superintendent will explain emergency dismissals to the President of the Association. Teachers who are to be terminated prior to September 1st shall be notified no later than May 1st. Termination dates shall be at least 120 days after notification unless a shorter period of time is requested by the Teacher.

**ARTICLE 19  
TENURE RIGHTS**

For the sake of this article, the Commissioner's Regulations and Decisions along with the decision of the Courts shall be used in determining tenure areas and the status of individuals in this unit.

Any disciplinary procedure taken against a unit member shall be in accordance with applicable law.

**ARTICLE 20  
SEPARATION**

Resignation

Teachers resigning their position for other than health reasons will give 45 days written notice of termination or services to the Superintendent of Schools.

**ARTICLE 21  
ABSENCES**

1. Each staff member shall be allowed fifteen (15) days absence per year without loss of pay as follows:
  - a. In addition to personal illness, these days may also be used for death or illness of relative
  - b. Unused days may accumulate to 225 days
  - c. A relative by blood or marriage is defined as husband, wife, mother, father, children, brother, sister, stepchildren, stepparent, grandparents, aunt, uncle; or relatives residing in the same household as the employee.
  - d. The Superintendent may disallow absences due to illness or death of a relative by blood or marriage if he (The Superintendent) determines that the stated reasons are unreasonable. The Superintendent may request documentation from a physician or anyone else who has knowledge of the case in arriving at a decision.
  - e. When the maximum accumulation of 225 days is reached, the contracted fifteen (15) days will be used before any days are subtracted from the total accumulation.
  
2. Each staff member shall have two (2) personal absences per year at no loss of pay as follows:
  - a. Reasons for absence are at the discretion of the Teacher
  - b. Employee must give the Principal at least 24 hours notice in order for absence to qualify.
  
3. Personal days as described in Item 2 above shall be granted to the maximums indicated below. The Superintendent may deny requests above these maximums.

Middle School/ Senior High School	2 Teachers/Dept./Day 5 Teachers/Building Day
Sherrill/Vernon	1 Teacher/Grade Level or Special Area/Day 2 Teachers/Building/Day
Verona	2 Teachers/Grade Level or Special Area/Day 4 Teachers/Building/Day

ABSENCES (continued)

4. When a Teacher requests a personal day absence, he/she will indicate that the request is for a personal day. Specific reasons for use of personal days need not be stated. Any personal day(s) which remain unused at the conclusion of the school year, shall be credited to the accumulated days in paragraph 1 at the beginning of the school year.
5. Teachers or Intern, Emergency or Similar Type of Temporary Appointments  
Teachers employed on a temporary appointment shall be allotted absence time on a pro rata basis as determined by the Superintendent of Schools.
6. Special Requests  
The Superintendent shall evaluate special requests for absences and at his discretion recommend to the Board of Education those requests that are justifiable in nature. The absences are to be deducted from the days accumulated under Item 5.
7. Visiting Days  
On approval of the Superintendent of Schools.
8. If the Board employs a member of the unit in the regular school year program for the eleventh month, sick leave and personal leave shall be prorated by the Superintendent of Schools. Programs defined as Special Schools or Supplementary shall not qualify for the provisions of this page.
9. Inclement weather may prevent a member of the teaching staff from reporting for duty when school is officially in session. The individual involved shall select one of the following options to cover this absence:
  - a. Forfeiture of a day from Item 5  
OR
  - b. Loss of 1/200th of annual salary  
OR
  - c. Loss of a personal day
10. Sick Leave Bank
  - I. General Provisions
    - A. The on-going administration of the Sick Leave Bank shall be carried out by a Sick Leave Bank Committee comprised of 4 persons (2 administrators designated by the Superintendent and 2 teachers designated by the Association). The Committee shall be responsible for the adoption and modification of rules and regulations governing eligibility in, and use of, the Sick Leave Bank, together with all other necessary functions deemed appropriate for the orderly operation of the Bank.

responsible for the adoption and modification of rules and regulations governing eligibility in, and use of, the Sick Leave Bank, together with all other necessary functions deemed appropriate for the orderly operation of the Bank.

ABSENCES (continued)

- B. All rules are subject to mutual approval of the Superintendent and President of the V.V.S.T.A.
- C. For initial purposes only, the district will contribute 50 days to the Bank and staff members electing to participate shall each contribute one unused day. Thereafter, the Sick Leave Bank shall be replenished by contributions of further unused sick days from participating members on a basis to be determined by the Sick Leave Bank Committee.

II. General Purpose

- A. A Sick Leave Bank shall be established and shall be administered in accordance with the guidelines set for herein.
- B. The purpose of the Sick Leave Bank is to provide additional sick leave in cases where a teacher is seriously ill or injured. It will not cover short-term absences where there is no serious or prolonged disability.
- C. Once each year, before October 15, the Sick Leave Bank Committee (See "D") may solicit teachers who have not joined the Bank. Teachers may join by contributing one (1) day of their accumulated sick days to the Bank.
  - 1. Teachers joining the school system after October 15 will be eligible to join the Sick Leave Bank after the October 15 date.
  - 2. To maintain the Sick Leave Bank at the maximum number of one (1) times the number of contributing teachers plus fifty (50), the Sick Leave Bank Committee may solicit each year before October 15, one (1) day from each of its members.
- D. The Sick Leave Bank Committee shall consist of two (2) administrators appointed by the Superintendent and two (2) teachers appointed by the President of the V.V.S.T.A. One (1) administrator and one (1) teacher shall serve three (3) year terms. The other administrator and teacher shall serve two (2) year terms.

III. Contribution of Days to the Sick Leave Bank

- A. Each member of the VVS teachers' staff may contribute up to one (1) day of available sick leave toward the establishment of the Sick Leave Bank, with such contributions being made on appropriate forms designed and supplied by the District and filed by October 15.

## ABSENCES (continued)

1. Days contributed to the Sick Leave Bank by any member of the Bank, who later elects to discontinue his participation in the Bank, shall remain in the Bank.
2. At such time as the total available days in the Bank shall fall below fifty (50) days, the Sick Leave Bank Committee may call upon the District teachers to contribute one (1) additional day to restore the available days within the Bank to an acceptable total, such total not to exceed the established limits of the Bank.

### IV. Use of the Sick Leave Bank

- A. Application for use of days from the Sick Leave Bank will be in writing on forms designed by the Sick Leave Bank Committee.
- B. Five (5) days of absence must occur following the exhaustion of all accumulated leave time before the teacher shall be eligible to draw upon days from the Bank.
- C. Disabilities covered by Workmen's Compensation are excluded from application.
- D. To draw from the Sick Leave Bank, teachers must:
  1. Have made a contribution to the Sick Leave Bank from their own available sick leave days.
  2. Have utilized all current and accumulated leave time available to them.
  3. Submit a request for use of Sick Leave Bank to Sick Leave Committee.
  4. Provide such medical evidence as may be required at such intervals deemed appropriate by the Sick Leave Bank Committee in order to verify the need of the requested days.

## ARTICLE 22 SABBATICAL LEAVE

The Board of Education may grant Sabbatical Leave of Absence to full-time members of the professional staff of the V.V.S. School District upon recommendation for such leave by the Superintendent of Schools. Such leave shall be predicted upon the fact that the professional qualification and competence of the staff member and the general welfare of the V.V.S. Schools will be benefited by such leave.

Any full-time professional employee of the V.V.S. District who meets the qualifications shall be eligible to apply for Sabbatical Leave.



## SABBATICAL LEAVE (continued)

### QUALIFICATIONS AND REQUIREMENTS

1. Applicant must hold a Life or Permanent or Professional Teaching Certificate.
2. Applicant must have been in the employ of the V.V.S. School District for seven (7) consecutive years, during which period satisfactory service has been rendered by the full-time employee.
3. Subsequent Sabbatical Leaves may be granted after eligibility has been reestablished by another period of five (5) consecutive years of satisfactory service as a full-time employee.
4. Two (2) members of the professional staff may be granted a Sabbatical Leave in any one school year.
5. A Sabbatical Leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.
6. The applicant shall file with the Superintendent of Schools, a written agreement stating that he will remain in the service of the V.V.S. School District for a period of two (2) years after the expiration of the Sabbatical Leave granted.

An employee who does not meet this condition shall repay to the Board on a pro rata basis the amount of salary received, while on Sabbatical Leave of Absence, for that portion of the unfulfilled service as required above. The employee shall, however, be released from such payments if his failure to serve the two years as stipulated be due to illness, disability, or death, or if he is discharged from his position by the Board.

### PURPOSE

Sabbatical Leave is given to full-time professional employees to permit them to improve their ability to render educational service to the V.V.S. School District. Such improvement is usually achieved by formal study, approved travel, research and writing.

Applications for other types of experiences will be considered on their merits and may be approved by the Board upon recommendation of the Superintendent of Schools. When the Board refuses a request, the applicant shall be notified, in writing, the reason for such denial.

### APPLICATIONS

Each applicant shall notify the Superintendent on or before February 1 of his intent to apply for a Sabbatical. The formal application must be submitted on or before May 1 and include the following evidence related to the purposes of the leave:

1. For formal study:  
A program of work or of recognized courses which the applicant will participate in and which will qualify him for higher credentials in the profession.
2. For approved travel, research or writing:  
An outline of intent will justify the activity.

## SABBATICAL LEAVE (continued)

### SALARY DURING LEAVE

Service in the system:

7-10 years	50% of base teaching salary due
11-15 years	60% of base teaching salary due
16-20 years	70% of base teaching salary due
21 years or over	75% of base teaching salary due

This salary shall be based on the salary the applicant would receive as of July 1st of the year he is granted leave.

An employee on Sabbatical Leave shall be entitled to automatic salary increments or any other automatic raise authorized by the Board of Education. Other benefits such as retirement, insurance and sick leave shall be maintained during this time.

It is the duty of the member of the staff on Sabbatical Leave to keep the business office informed of his address while on Sabbatical Leave.

### REPORTS TO THE SUPERINTENDENT

1. The employee shall immediately request from the Superintendent for changes in the planned program of the leave as outlined in the application.
2. An Interim Report  
A report containing such information as will enable the Superintendent to determine that the leave is being used in the proper manner shall be filed with the Superintendent as the mid-point of the leave.
3. Final Report  
A final report shall be filed with the Superintendent at the completion of the leave and shall contain the following:
  - a. Official transcript
  - b. Experience gained
  - c. Applicant's evaluation of the benefits achieved or acquired while on leave and how these can be applied to benefit the V.V.S. School System.

### FAILURE TO COMPLETE THE REQUIREMENTS

1. In the event that the Superintendent finds that the employee is not fulfilling the agreement, all future payments shall cease immediately and the Sabbatical shall be completed without pay.
2. In the event of an emergency situation whereby the employee cannot fulfill the terms of the Leave Agreement, the Board of Education will determine if the requirements may be waived because of circumstances.

## SABBATICAL LEAVE (continued)

### RETURN TO SERVICE

Upon expiration of Sabbatical Leave, the employee shall be restored to his position or to a position of like nature, seniority, status, pay and subject to the certification and tenure laws.

An employee shall not be considered as having fulfilled the Leave requirements until the Superintendent has approved the final report. This report must be filed within thirty (30) days after an employee returns to active duty. In addition, a report of the benefits of the Leave is carried out in the School District at the end of the school year when the Teacher returns to service will be requested. This report, when received by the Superintendent, may be used to inform the Board of Education regarding the Sabbatical Leave Program.

## ARTICLE 23 UNPAID CHILD CARE LEAVE

1. Child care leaves of absence will be granted one year at a time to a maximum of two (2) years. Such leave of absence shall be without salary and shall not count as a step on the salary schedule. An unpaid leave of absence for child care must be requested in writing to the Superintendent, and must be acted upon by the Board of Education.
2. Child care leaves may be requested by mother or father after childbirth or adoption. If an unpaid child care leave follows the mother's childbirth, it shall begin on the date the physician certifies that the period of disability is ended, or when the employee's paid sick leave is exhausted, whichever comes first. If the leave does not immediately follow disability due to childbirth, it shall begin on a date agreed between the district and the employee who requests the leave.
3. A teacher on child leave shall terminate his/her leave at a semester break or prior to the commencement of classes in September, unless the situation requires special consideration as determined by the Superintendent. When applicable, the teacher will produce a statement from her attending physician indicating her physical capabilities of performing all the duties of her position prior to her return. (This provision is not intended to limit the District's rights under Section 913 of the Education Law.)
4. Except in cases when it would be impossible to do so, the teacher may be expected to give at least ninety (90) days notice of departure and one hundred eighty (180) days notice of return. (For leave which will begin or end when school opens in September, the teacher shall give notice by March 1.)

## UNPAID CHILD CARE LEAVE (continued)

5. In cases where more than one member of a family unit is employed by the District, one may be on child care leave at a given time. Only one leave, per family, per child.
6. Continuation of fringe benefits while on leave will be as in Article 23, Subsection 4.
7. In accordance with Article 18, paid sick days shall be available for disability related to pregnancy and childbirth.

## ARTICLE 24 MILITARY LEAVE

All employees of the V.V.S. School System are entitled to leave of absence under Military Law SS-243 while engaged in the performance of military duty. Upon completion of the military leave the employee will be reinstated in his position providing application for reinstatement is made by the employee within 90 days after termination of such military duty or any time during terminal leave. Upon termination of the military service and reinstatement in the position, the employee is entitled to the same rate of salary to which he would have been entitled had he been in continuous employment and to all rights and privileges as he would have enjoyed had he been continuously employed.

If a Teacher enters military duty before the expiration of the probationary period to which he may heretofore have been appointed, the time he is absent on military duty shall be credited as satisfactory service during such probationary period.

If the end of the probationary period occurs while the Teacher is on military duty or within one year following the termination of such military duty, the period of such probationary service may be extended by the Board of Education, for a period not to exceed one year from the date of termination of such military duty, but in no event for a period of probationary services, exclusive of such military service beyond that of the required probationary period.

A person on military leave will in good faith respond to any inquiry by the Superintendent related to his intention of returning or resigning.

This article will be in accordance with the Patriot Act. (Appendix E)

**ARTICLE 25**  
**EXCHANGE TEACHER LEAVE**

Upon recommendation of the Superintendent of Schools, leave for exchange Teacher positions under either national or international programs may be granted by the Board of Education to Teachers who have successfully completed their probationary period in the school district and who have completed at least an additional three consecutive years of competent service between leaves.

**ARTICLE 26**  
**EXTENDED LEAVE (WITHOUT PAY)**

As outlined below an employee may request an extended leave without pay. The Teacher, while on leave, will not be credited with any fringe benefits or longevity service in the district. The employee will retain tenure rights or years toward tenure recommendation to the conditions outlined below.

1. Educational Leave
  - a. Any tenured Teacher, or Teacher that has been recommended for tenure, may request an extended educational leave without pay by notifying the Superintendent, in writing, 120 days prior to the requested date of leave.
  - b. The purpose of the educational leave is to enable the Teacher to improve his performance. This leave may be taken for other than graduate study if the teacher demonstrates educational benefits for this District to the Superintendent.
  - c. If the Board approves, the Superintendent of Schools will outline, in writing, the terms and conditions of the leave as approved by the Board.
2. Extended Medical Leave
  - a. If a Teacher is unable to perform full-time teaching service, for medical reason, he/she may request an extended medical leave without pay. A Teacher may request an extended medical leave without pay by notifying the Superintendent, in writing, 60 days prior to the requested date of leave. The 60-day requirement may be waived in extreme emergency cases. Such leave will be granted unless the Board determines that the stated reason for the leave is invalid or does not meet the criteria for such leave.
  - b. If the Board approves, the Superintendent of Schools will outline, in writing, the terms and conditions of the leave as approved by the Board.

## EXTENDED LEAVE (WITHOUT PAY) (continued)

3. **Illness in the Immediate Family**
  - a. If a Teacher is unable to perform full-time teaching service because of illness in the immediate family, he/she may request an extended family illness leave without pay by notifying the Superintendent, in writing, 30 days prior to the requested date of the leave, immediate family is defined as husband, wife, mother, father, children, brother, sister, stepchildren, stepparents, grandchildren, aunts, uncles or relatives residing in the same household as the employee. The 30-day requirement may be waived in extreme emergency cases. Such leave will be granted unless the Board determines that the stated reasons for the leave are invalid or does not meet the criteria for such leave.
  - b. If the Board approves, the Superintendent of Schools will outline, in writing, the terms and conditions of the leave as approved by the Board.
4. Teachers will be guaranteed right to pick up the school health plan while on leave by paying full premium at the prevailing group rates.

## ARTICLE 27

### STUDENT DISCIPLINE AND DISTURBED CHILDREN

1. A Teacher having a student with a history of behavior problems assigned to his class shall be notified of such problems upon the entrance of said student.
2. Students whom a Teacher feels might be psychologically or mentally disturbed, shall be referred to the School Psychologist at the Teacher's request. Parents shall be notified about the recommendation. The School Psychologist shall administer such tests as he feels are necessary and outline what action is necessary to help the student.
3. A Teacher shall have the right to temporarily remove from his class any student who the Teacher feels is endangering or impairing the instruction of other students. The student will be sent immediately to the office and the office notified of his coming. At the secondary level, the student will not return to that particular class until the following steps are completed:
  - a. The Teacher shall confer with the administrator on the same day and file a written report of the incident no later than the end of the next school day. This report shall contain, in detail, actions of the Teacher to resolve the problem prior to removing the student from the classroom.

## STUDENT DISCIPLINE & DISTURBED CHILDREN (continued)

- b. The administrator shall investigate the problem. In addition to the conference with the Teacher, as outlined above, this investigation might include conferences with parents, other Teachers, the School Psychologist, Social Workers, Teacher, Guidance Personnel, and any other persons the administrator feels necessary.
  - c. Corrective action shall be initiated by the administrator. The administrator shall notify the Teacher of his decision in this matter before the student returns to class.
  - d. The administrator shall send a written account of the problem and the way it is being solved to the Teacher and the Superintendent. The report to the Superintendent shall include the original or a copy of the Teacher's original report in (a) above.
4. If the Teacher feels that decisions made by the administrators are inappropriate or ineffective, he shall have the right of conferring with the Superintendent or appealing the administrator's decision to the Superintendent. The Superintendent's decision is final at the administrative level.

## ARTICLE 28 V.V.S.T.A. ACTIVITIES

### DUES

Dues deducted for V.V.S.T.A. and its affiliates may be authorized by a member of the teaching staff. This plan is voluntary and must be in writing and directed to the Superintendent of Schools on or before the fourth Friday in August. Dues will be deducted in equal amounts from ten consecutive checks beginning with the first paycheck in October.

### V.V.S.T.A. PRESIDENT

The V.V.S.T.A. President shall be assigned to a normal teaching load. He shall be relieved from all supervision and extra-curricular duties while in office. If possible, whenever the Association President is an emergency Teacher, he/she should have a free period at the close of the school day.

### MEETINGS AND USE OF FACILITIES

- A. Upon reasonable request and filed writing with the Superintendent of Schools, the Association may be permitted to use school facilities to conduct its meetings. These meetings shall deal with Association business only, and shall not include money-making schemes or outside parties.

## V.V.S.T.A. ACTIVITIES (continued)

- B. The V.V.S.T.A. President and the Superintendent shall agree upon a maximum number of early release meetings per year. This early release time shall deal with Association business only. School activities shall not be scheduled while the early release meeting is in session. All Association members are required to attend these meetings and may not leave until the regular school dismissal time.
- C. V.V.S.T.A. members may attend meetings dealing with local Association matters as directed by the V.V.S.T.A. President. The Association shall reimburse the district for the costs of the excused Teacher's salaries. The Association agrees that these absences shall be restricted to necessary Association business only, and shall not exceed 13 teaching days per year. The Association agrees that the meetings shall not deal with matters that violate law. The President of the V.V.S.T.A. shall notify the Superintendent of meetings, two weeks prior to the date of the scheduled meetings. If this is not done, the Association forfeits its rights to send members to the meeting.
- D. At least one representative will attend the New York State Retirement System Conference each year. Attendance at this conference will be recorded as a District conference day.

## ARTICLE 29 SPECIAL SCHOOLS

Summer Reading Program, Migrant School, Adult Education, Secondary Summer School and Summer Recreation Program are considered Special Schools.

1. The Superintendent of Schools is responsible for appointing appropriate staff for all Special Schools and has the right of final selection.
2. All staff appointments for Special Schools will be annual. All openings will be published in the school district.
3. Qualified (as determined by the Superintendent) V.V.S. Teachers will be given preference in filling all positions.
4. V.V.S. personnel whose services have been satisfactory will be invited by letter to return for the subsequent year by the Special School Principal if enrollment warrants and the Board approves the course offerings.
5. All personnel who will not be invited to return for the subsequent year by the Special School Principal because of unsatisfactory service will be so informed at a conference at the close of the Special School session. The Teacher may request reasons in writing.



**SPECIAL SCHOOLS (continued)**

5. All personnel who will not be invited to return for the subsequent year by the Special School Principal because of unsatisfactory service will be so informed at a conference at the close of the Special School session. The Teacher may request reasons in writing.
6. If needed positions are not filled by qualified (as determined by the Superintendent) V.V.S. Teachers, the Special School Principal shall select needed staff members from other eligible applicants.
7. Leave of absence from summer teaching assignments may be granted at the discretion of the Superintendent of Schools.

**ARTICLE 30  
HEALTH/DENTAL**

**HEALTH**

The Vernon-Verona-Sherrill Central School District will provide health insurance benefits through a commercial carrier or self-funded program. This coverage will be for all employees and employee's dependents.

Premiums for employees hired prior to June 30, 2004 shall be paid by the Board at the rate of 100% (individual) and 80% (dependents). Premiums for employees hired on or after July 1, 2004 shall be paid by the Board at the rate of 90% (individual) and 80% (dependents).

- A. The prescription drug co-pays for all health plans.

2007-2008	Generic \$10.00	Brand \$25.00	Mail Order \$11.00
2008-2009	Generic \$11.00	Brand \$27.00	Mail Order \$15.00
2009-2010	Generic \$12.00	Brand \$30.00	Mail Order \$21.00

To use the Mail Service Pharmacy, ask your physician to write your prescription for up to a 105-day supply, plus refills. Then complete the mailer envelope, enclose your prescription, and mail it to Express Scripts.

A registered pharmacist will check to ensure there are no possible allergies or interactions with other drugs you are taking before filling your medications. Your prescription will be mailed to your home.

HEALTH/DENTAL (continued)

B. Annual Deductibles:

	<u>PPO PLAN (Out of Network Charges)</u>		<u>TRADITIONAL PLAN</u>	
	<u>Individual</u>	<u>Family</u>	<u>Individual</u>	<u>Family</u>
2007-2008	\$225	\$675	\$85	\$225
2008-2009	\$250	\$750	\$95	\$250
2009-2010	\$275	\$825	\$105	\$275

The district shall maintain confidentiality with respect to medical data and records in accordance with the existing V.V.S. District Health Plan regulations and the district agrees that it will not use the information contained in the health insurance records or data in any way against any employee.

In the event there is a dispute concerning benefit coverage or payment except for "hospitalization", the claim shall be processed through the V.V.S. District Health Plan resolution procedure as outlined below:

- A. An employee who has an alleged health care claim which he/she believes has been inappropriately acted upon may file a request for review with the Health Plan Administrator. The plan administrator shall review the claim in accordance with its established claims appeal procedure and issue a written decision with appropriate documentation to support the decision.
- B. If the employee is not satisfied with the decision in Section A, said employee may submit a written appeal to the Medical Review Director of the Health Plan Administrator. The written appeal will set forth all facts and circumstances supporting the employee's position. The Medical Review Department, functioning independently under the direction of the Administrator's Medical Director, will review the appeal and issue a written decision.
- C. If the employee is not satisfied with the decision in Section B, said employee may appeal to the New York State Insurance Department at no cost to the individual. Noting that grievance procedure terminates with this decision as the final step.
- D. Should the New York State Insurance Department fail to act, an impartial panel shall be chosen to expeditiously resolve the complaint at no cost to the individual. The panel shall be composed of three (3) persons: one chosen by the District, one chosen by the Association, and a third chosen by the two selected panelists. Noting that the grievance procedure terminates with this decision as the final step.

Conversion rights will be guaranteed to the terminated employees and to covered dependents of deceased employees. This right shall enable such persons to convert to another health plan at his/her own expense. Conversion privileges and regulations governing same are contained in the V.V.S. District Health Plan rules and regulations.

## HEALTH/DENTAL (continued)

If the district wishes to change hospitalization coverage to another insurance carrier or a self-funded insurance plan, such proposed change must be presented to the Association as soon as possible. The total benefit package can not be changed without a written agreement between the District and the VVSTA Executive Committee. This is not meant to preclude either party's right to negotiate changes in benefits in future negotiations.

Present employees who retire under the New York State Retirement Laws will be treated in accordance with the rules and regulations of the NYSGEHIP in effect in October of 1981, in regards to the continuing of health benefits during retirement.

Both parties have expressed a willingness to examine health insurance options for the future.

## NEW EMPLOYEES

### Preferred Provider Organization

Effective July 1, 1992, all new employees shall be enrolled in the V.V.S. District Health Plan - Preferred Provider Option (PPO). Such enrollment shall not continue beyond the fifth year of employment for such new hires, unless the employee chooses to remain in the PPO plan.

## HEALTH INSURANCE DUAL-COVERAGE BUYOUT OPTION

1. Teachers who are eligible for health insurance paid for by the Vernon-Verona-Sherrill School District and elect to be covered by another out of district health insurance program and do not elect to participate in any district health insurance program will receive a cash stipend under the under the following requirements.
2. The employee must notify the District through a dual-coverage buyout request form available from the District Office.
3. The employees must have been eligible for but not participating in the District Health Insurance Program for at least one year immediately prior to the payment date.
4. The employee must provide written proof that he or she is covered by another Health Program at the time of application.
5. Any employee who is eligible for Vernon-Verona-Sherrill District Health Coverage and meets all of the appropriate requirements in the other sections or subsections of this Article shall receive a lump sum, non compounding, once per year stipend of \$750.00 payable at the anniversary date of plan withdrawal. Each consecutive 12 months of service is

## HEALTH/DENTAL (continued)

considered a new requirement year and all requirements must be met annually.

6. In the event that an employee loses his/her alternative health insurance coverage due to a qualifying event (as defined by the IRS Section 125 Plan), she/he shall be able to re-enter the health plan in accordance with the rules and regulations of the plan. Any employee who re-enters the plan shall only be entitled to the pro-rata amount of the "opt-out" amount.

For the purposes of the term "qualifying event," it shall be as defined by IRS Section 125. The term includes the following events, but these events are subject to any future revisions made pertaining to qualifying events under Section 125:

- . Marriage or Divorce
- . Death of Spouse or Dependent
- . Birth or Adoption of a Child
- . Judgment, Decree, or Qualified Medical Child Support Order
- . Termination or Commencement of Employment
- . Significant Change in Health Coverage Due to Spouse's Employment or Employment Status

7. This Subsection shall become null and void should State or National Health Insurance coverage replace the V.V.S. District Health Plan.

## HEALTH INSURANCE PLAN CONVERSION\*

Any teacher who meets all of the eligibility requirements for coverage in the V.V.S. District Health traditional plan and chooses to participate in the PPO program will receive cash stipend under the following requirements.

- A. Any eligible teacher who selects this stipend must notify the district by submitting the appropriate application forms no later than October 31. This change in plan coverage will commence on the first day of the following month. Stipends will be paid by December 1.
- B. Recipients of this stipend must participate in the PPO Plan through October 31.
- C. Due to V.V.S. District Health Plan restrictions, teachers converting from PPO to traditional coverage will then have an effective day of January 1.
- D. Any Teacher that ceases participation in the PPO or is no longer employed by the District will receive a pro-rated adjustment based on their length of participation.

HEALTH/DENTAL (continued)

- E. Stipend amounts are determined as follows
  - Change from traditional to PPO \$350
  - Eligible for individual coverage, but elects not to participate in the District Health Insurance Program \$350
  - Change from family traditional to family PPO \$750
  - Change from family traditional to individual PPO \$750
  - Eligible for family traditional, but elects not to participate in District Health Insurance Plan \$750
- F. Teachers who elect the PPO Health Plan Conversion must remain in the PPO Program for a minimum of twelve months.
- G. If the difference in savings between the PPO and the traditional health plan rates becomes less than the stipend amount, this provision shall become null and void at the end of the current health plan year.
- H. This provision shall become null and void should State and National Health Insurance coverage replace the V.V.S. District Health Plan.

DENTAL

The Vernon-Verona-Sherrill Central School District will provide Dental Insurance under the V.V.S. District Health Plan. The schedule of benefits will be as outlined in the manual of said Plan "B". Premiums for employees hired prior to June 30, 2004 shall be paid by the Board at the rate of 100% (individual) and 80% (dependents). Premiums for employees hired on or after July 1, 2004 shall be paid by the Board at the rate of 90% (individual) and 80% (dependents).

The District and the Association agree to establish and implement a flexible spending plan - (IRS - Section 125 Cafeteria Type Plan) as soon as reasonably practicable. A memorandum of understanding will delineate the components of this plan.

\*Pursuant to IRS - Section 125 Plan.

Both parties have expressed a willingness to examine dental insurance options for the future.

ARTICLE 31  
ON-THE-JOB INJURY

All unit members are covered by Worker's Compensation Insurance. The district will provide all the assistance necessary in processing claims with the Worker's Compensation Board.

If a Teacher elects to use accumulated sick leave and/or personal days for absence as a result of his on-the-job injury, compensation to which he/she is entitled may be used to buy credit for such days used according to the formula below.

## ON-THE-JOB INJURY (continued)

Any time during the compensation period, the Teacher may elect to receive the Workmen's Compensation payments and, in such cases, will not receive sick leave payment from the district and no deduction shall be made from his/he accumulated sick leave.

The number of sick days credited to the Teacher shall be the whole number closest to the figure arrived at by the following formula:

$$\text{Days credited} = \frac{\text{200 x total of Worker's Compensation payments}}{\text{Teacher's Annual Salary}}$$

## ARTICLE 32 SALARY CHECKS

Teachers will receive salary checks on the second Friday after Labor Day and every other Friday thereafter.

Normally, if a payday falls on a Friday when school is not in session, checks will be distributed on the last day teachers are required to be at work. However, if a payday falls in the middle of a holiday break, such as Christmas, it will be payable as due.

## ARTICLE 33 PAYROLL DEDUCTIONS

On or before August 1, the Superintendent will distribute to all Teachers in the district, to be returned on or before the fourth Friday in August.

1. Government savings bond application form
2. Credit union application form
3. V.V.S.T.A. and its affiliates, dues check-off
4. Income tax withholding form
5. VOTE/COPE
6. NYSUT Benefit Trust

The Superintendent and the President of the V.V.S.T.A. shall meet before the initial mailing and agree upon any additional information requested by the Association which may be beneficial to the Teacher. The Superintendent must agree or additional information will not be included in the mailing. The District will provide for payroll deduction for the United Way, subject to annual renewal.

ARTICLE 34  
**TAX SHELTERED ANNUITIES**

Payroll deductions for tax sheltered annuity may be granted upon request by a Teacher. This must be in writing and directed to the Superintendent of Schools on the appropriate form supplied by the insurance company. The same amount is to be specified for deduction each month. The request must be made on or before December 1 and must remain in effect for the calendar year. The Teacher must notify the insurance company, in writing, and forward a copy to the school district business office on or before December 1 to terminate the program. Failure to notify the school district business office will result in a continuation of deductions.

ARTICLE 35  
**GOVERNMENT SAVINGS BONDS**

Payroll deductions for Government Savings Bonds may be granted upon request by a Teacher. This must be in writing and directed to the Superintendent of Schools. The amount specified for deduction each month must be equivalent to the purchase price of one bond or two bonds, etc. The request must be made on or before the fourth Friday in August and must remain in effect for the full school year. This program must be renewed in writing annually.

ARTICLE 36  
**CREDIT UNION**

Payroll deduction or direct deposit of an employee's paycheck may be made to the credit union or bank of the employee's choice. This must be in writing and directed to the Superintendent of Schools. The same amount must be specified for deduction from each check. The request must be made for the full school year.

ARTICLE 37  
**TERMINAL LEAVE**

1. Upon service retirement from this school district, a Teacher who has ten years of credit in the New York State Teacher's Retirement System earned from employment in the Vernon-Verona-Sherrill Central School may elect to be granted consideration for unused sick leave added to his/her final years salary.
2. A teacher who elects this option shall be paid \$30.00/day.
3. To qualify for these options, a Teacher must submit his/her resignation, in writing, to the Superintendent of Schools, six (6) months prior to the effective date of the retirement or January 2, whichever comes first.

TERMINAL LEAVE (continued)

4. Additional terminal leave pay will be available to those who qualify. For each accumulated day from 156 days to 225 days, a teacher will be paid \$57.50/day for a maximum of \$3,737.50. This applies only to the first year of eligibility for the New York State Teachers' Retirement System.

ARTICLE 38  
**EARLY RETIREMENT INCENTIVE BENEFIT**

1. Any teacher who retires and meets the requirements contained in this Article shall be entitled to receive this benefit.
2. Three criteria must be met in order for a Teacher to be eligible for this benefit.
  - A. A Teacher must have credited at the effective date of retirement a minimum of ten (10) years service in the New York State Teachers' Retirement System resulting from employment in the Vernon-Verona-Sherrill Central School District.
  - B. A Teacher must have credited at the effective date of retirement a minimum of 20 years service in the New York State Teachers' Retirement System and be eligible to receive full retirement benefits. Teachers who have 20 years services but are not yet eligible for full benefits, may elect to claim this benefit if the other criteria are met.
  - C. A Teacher must have attained the age of 55.
3. In order to claim the maximum benefit of \$15,000, the Teacher must retire on or before June 30<sup>th</sup> in the year in which all of the requirements in Paragraph 2 of this Article are first met.
4. The effective date of retirement may be deferred one (1) year beyond the date specified in Paragraph 3 above, but the benefit will be reduced to \$5,000. Deferral of the effective date beyond the one (1) year extension will cause forfeit rights of this benefit.
5. To qualify for these options, a Teacher must submit his/her resignation, in writing, to the Superintendent of Schools, six (6) months prior to the effective date of the retirement or January 2nd, whichever comes first.
6. Payment of the benefit will be made on January 1 of the year immediately following the effective date of retirement. (If the Teacher so requests payment may be made on (1) day prior to January 1.)



ARTICLE 39  
IN-SERVICE CREDIT

1. DEFINITION

In-service credit shall be defined as credit hours earned from evidence of completion of a course that has been approved by the Chief School Officer and that is not granted credit at a college or university.

2. The course of study shall deal with one of the following areas:

- a. Self-improvement in subject matter
- b. Curriculum improvement
- c. Teaching methods and techniques
- d. Classroom organization and management
- e. Fulfill an identified educational need in the district or be of direct benefit to the instructional program

3. BASIS FOR PAYMENT FOR CREDIT\*

Credit will be equated at one credit hour for each fifteen (15) clock hours of instructional time.

**In-Service and Graduate Credit for Online and Video Courses**

In-service and graduate credit for online and video courses will be granted upon completion of the course with prior approval from the Superintendent of Schools. The Prior Approval Request for Graduate and In-Service Courses Form must be completed prior to the beginning of any course.

Partial credit will be granted based on the number of hours completed (for in-service).

A certificate of completion or course grade report must be turned in to the Superintendent's Office to receive credit for the course.

Documented instructional contact time will be defined as:

- a) actual contact time (seat time) with an instructor, or
- b) the documented clock hour recommendation from the Madison/Oneida BOCES Staff and Curriculum Development Division, or
- c) the documented clock hour recommendation from the Madison/Oneida BOCES Mid-State Teacher Center, or
- d) the documented clock hour recommendation from the NYS United Teachers' Association Professional Development Unit.

All other in-service courses will be evaluated on an individual basis and final salary credit will be granted based on equivalent criteria to the above-mentioned items a-d.

## IN-SERVICE CREDIT (continued)

### 4. PROCEDURES

Application must be made and the applicant must be notified, in writing, by the Chief School Officer prior to enrollment as to the approval or rejection for in-service credit.

Official written certification of the applicant's attendance and satisfactory completion of the course by the instructor and the sponsoring agency must be submitted.

### 5. EXEMPT WORK

In-service credit shall not be granted when other compensation has been paid by the local Board of Education.

### 6. Teacher Assistants and/or Nurses shall be eligible to be reimbursed for up to \$300.00 per year for satisfactory completion of approved in-service or graduate courses or approved trainings.

## ARTICLE 40 EXTRA PAY ASSIGNMENTS

All Teachers will have the opportunity to apply, and be considered, for paid extra duty assignments regardless of the building assigned to as long as it does not conflict with teaching and building responsibilities.

### Section 1

#### Extra Pay Determined to be Academic/Professional Development

Teachers are encouraged to participate in professional work/growth activities by going to available educational workshops and programs. Pay for this participation will be made when:

Teacher(s) is required to attend because of a district-wide curriculum/educational initiative and/or State mandate/initiative; and

The workshop or program is not during one's normal work day for which he/she is already being paid; and

The Superintendent of Schools determines that such payment be made because of this required participation. Notice will come from Central Office.

Payment through the In-Service Credit option is also available but subject to the approval by the Superintendent of Schools.

## EXTRA PAY ASSIGNMENTS (continued)

Teachers will be paid at an agreed hourly rate of \$35.00 per contract.

### Section 2

Professional compensation for duties outside the normal workday will be paid at the extra-pay academic/professional development rate. Required teacher participation/assignments will be made using the following method:

- a. Voluntary list at the beginning of the year.
- b. If not enough volunteers, then Association President and Superintendent will work together to generate professionals' list.
- c. If list still incomplete, Superintendent can add professionals' names to list with the knowledge of Association President.

## ARTICLE 41

### EXTRA PAY FOR EXTRA DUTIES

1. Teachers will be assigned to duties by the Superintendent of Schools. All appointments are annual. No person assigned an extra duty position will acquire tenure in that position.
2. The job description for each assignment shall be outlined by the Superintendent of Schools. The Superintendent will consult with individuals in charge of the program for their recommendations.
3. The salaries are effective from the first practice session, rehearsals, etc. (as determined by the Superintendent of Schools) through the last scheduled game, performance, publication, etc. (as determined by the Superintendent of Schools) including post season or sectional tournament games. These salaries may be paid through regular payroll during the period of assignment.
4. Pay for intramurals shall be \$22.00.

## 2007-08 CO-CURRICULAR SCHEDULE

### LEVEL 1

H.S. Student Council	Accompanist for Musical
Newspaper	Dance Club
Sheveron Lit	Asst. Marching Band
M.S. Student Council	Cheerleading - Fall
M.S. Yearbook	Chess Club
H.S. Honor Society	M.S. Honor Society (0.5)
M.S. Art Club	M.S. Drama Club Director
M.S. Family, Careers & Community	ESP Coordinator (.75)
Leaders of America (FCCLA) (.5)	Forensics (.75)
Art Director for Musical	Pit Band Director for Musical
Stage Manager for Musical	Interact Club Advisor (.5)
Sound Technician (.25)	MS/HS Computer Club (.5)
Lighting Technician (.5)	Choreographic for Musical
Elementary Student Council (.5)	Elementary Jazz Band
Assistant FFA (1.5)	*Assistant Tennis (.75)

### LEVEL 2

Bowling  
 Golf  
 Tennis (Boys and Girls)  
 Cheerleading - Winter  
 Athletics  
 Bookstore  
 Colgate Seminar Advisor  
 Sheveron Business  
 Choral Director for Musical

### LEVEL 3

Assistant Volleyball (Boys)  
 AFS  
 Assistant Soccer  
 Assistant Field Hockey  
 H.S. Drama Club Director  
 Senior Class  
 Family, Career & Community Leaders of  
 America (FCCLA)  
 M.S. Team Coordinator  
 Jazz Band  
 Cross Country

### LEVEL 4

Junior Class  
 Assistant Track

### LEVEL 5

FFA  
 Assistant Football      Assistant Volleyball  
 Assistant Basketball      (Girls)  
 Assistant Baseball  
 Assistant Softball  
 Assistant Wrestling

### LEVEL 6

Sheveron Advisor  
 Marching/Pep Band  
 Head Volleyball (Boys)

### LEVEL 7

Head Baseball      Head Field Hockey  
 Head Softball  
 Head Track  
 Head Soccer (Boys and Girls)

2007-08 CO-CURRICULAR SCHEDULE (continued)

LEVEL 8  
Musical Theater Director

LEVEL 9  
Head Football  
Head Basketball  
Head Wrestling  
Head Volleyball - Girls

LEVEL 10  
Athletic Director

<b>LEVELS</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
Level 1	1404	1460	1518
Level 2	2129	2214	2303
Level 3	2611	2715	2824
Level 4	2855	2969	3088
Level 5	3100	3224	3353
Level 6	3448	3586	3729
Level 7	3986	4145	4311
Level 8	4522	4703	4891
Level 9	5054	5256	5466
Level 10	7183	7470	7769

NOTE 1: No individual shall hold more than one athletic position at any sport season.

NOTE 2: In the event personnel are not available to fill all athletic positions, a head coach may elect to run the activity of a vacant position for an additional \$100.

\*NOTE 3: For the tennis team: if there are 10-14 students participating, there will be \$100.00 added to the coach's pay. If there are 15 or more students participating, an assistant coach will be hired at the rate in the Co-Curricular Schedule.

ARTICLE 42  
2007-2008  
TEACHERS' SALARY SCHEDULE

	TA	NURSE	0	6	12	18	24	30	36	42	48	54	60	66	72	78	84	90
1	14,604	26,491	33,963	34,383	34,803	35,223	35,643	36,063	36,483	36,903	37,323	37,743	38,163	38,583	39,003	39,423	39,843	40,263
2	14,669	26,608	34,113	34,533	34,953	35,373	35,793	36,213	36,633	37,053	37,473	37,893	38,313	38,733	39,153	39,573	39,993	40,413
3	14,733	26,725	34,263	34,683	35,103	35,523	35,943	36,363	36,783	37,203	37,623	38,043	38,463	38,883	39,303	39,723	40,143	40,563
4	15,333	27,813	35,658	36,095	36,532	36,969	37,408	37,843	38,280	38,717	39,154	39,591	40,028	40,466	40,903	41,340	41,777	42,214
5	15,932	28,901	37,052	37,506	37,960	38,415	38,869	39,323	39,777	40,231	40,686	41,140	41,594	42,048	42,502	42,956	43,411	43,865
8	18,532	29,988	38,447	38,918	39,389	39,860	40,332	40,803	41,274	41,745	42,217	42,688	43,159	43,631	44,102	44,573	45,044	45,516
7	17,132	31,076	39,841	40,329	40,818	41,306	41,795	42,283	42,771	43,260	43,748	44,236	44,725	45,213	45,702	46,190	46,678	47,167
6	17,731	32,164	41,238	41,741	42,246	42,752	43,257	43,763	44,268	44,774	45,279	45,785	46,290	46,796	47,301	47,807	48,312	48,818
9	18,331	33,251	42,630	43,153	43,675	44,198	44,720	45,243	45,765	46,288	46,811	47,333	47,856	48,378	48,901	49,423	49,946	50,468
10	18,931	34,339	44,025	44,564	45,104	45,644	46,183	46,723	47,262	47,802	48,342	48,881	49,421	49,961	50,500	51,040	51,580	52,119
11	19,530	35,427	45,419	45,976	46,533	47,089	47,646	48,203	48,760	49,316	49,873	50,430	50,987	51,543	52,100	52,657	53,214	53,770
12	20,130	36,515	46,814	47,387	47,961	48,535	49,109	49,683	50,257	50,830	51,404	51,978	52,552	53,126	53,700	54,274	54,847	55,421
13	20,729	37,602	48,208	48,799	49,390	49,981	50,572	51,163	51,754	52,345	52,936	53,527	54,117	54,708	55,299	55,890	56,481	57,072
14	21,329	38,690	49,603	50,211	50,819	51,427	52,035	52,643	53,251	53,859	54,467	55,075	55,683	56,291	56,899	57,507	58,115	58,723
15	21,929	39,776	50,997	51,622	52,247	52,872	53,498	54,123	54,748	55,373	55,998	56,623	57,248	57,873	58,499	59,124	59,749	60,374
16	22,528	40,865	52,392	53,034	53,676	54,318	54,960	55,603	56,245	56,887	57,529	58,172	58,814	59,456	60,098	60,740	61,383	62,025
17	23,128	41,953	53,786	54,445	55,105	55,764	56,423	57,083	57,742	58,401	59,061	59,720	60,379	61,039	61,698	62,357	63,016	63,676
18	23,728	43,041	55,181	55,857	56,533	57,210	57,886	58,563	59,239	59,915	60,592	61,268	61,945	62,621	63,297	63,974	64,650	65,327
19	24,327	44,129	56,575	57,269	57,962	58,656	59,349	60,043	60,736	61,430	62,123	62,817	63,510	64,204	64,897	65,591	66,284	66,978
20	24,927	45,216	57,970	58,680	59,391	60,101	60,812	61,523	62,233	62,944	63,654	64,365	65,076	65,786	66,497	67,207	67,918	68,629
21	25,527	46,304	59,384	60,092	60,819	61,547	62,275	63,003	63,730	64,458	65,186	65,913	66,641	67,369	68,096	68,824	69,552	70,279
22	26,126	47,392	60,759	61,503	62,248	62,993	63,738	64,483	65,227	65,972	66,717	67,462	68,206	68,951	69,696	70,441	71,186	71,930
23	26,726	48,479	62,153	62,915	63,677	64,439	65,201	65,962	66,724	67,486	68,248	69,010	69,772	70,534	71,296	72,058	72,819	73,581

**ARTICLE 42**  
**2008-2009**  
**TEACHERS' SALARY SCHEDULE**

	TA	NURSE	0	6	12	18	24	30	36	42	48	54	60	66	72	78	84	90
1	14,924	27,072	34,706	35,126	35,546	35,966	36,386	36,806	37,226	37,646	38,066	38,486	38,906	39,326	39,746	40,166	40,586	41,006
2	14,969	27,169	34,858	35,278	35,698	36,118	36,538	36,958	37,378	37,798	38,218	38,638	39,058	39,478	39,898	40,318	40,738	41,158
3	15,053	27,306	35,008	35,428	35,848	36,268	36,688	37,108	37,528	37,948	38,368	38,788	39,208	39,628	40,048	40,468	40,888	41,308
4	15,666	28,418	36,433	36,870	37,307	37,744	38,181	38,618	39,055	39,492	39,930	40,367	40,804	41,241	41,678	42,115	42,552	42,989
5	16,279	29,529	37,858	38,312	38,766	39,220	39,674	40,129	40,583	41,037	41,491	41,945	42,400	42,854	43,308	43,762	44,218	44,670
6	16,891	30,640	39,282	39,754	40,225	40,696	41,168	41,639	42,110	42,581	43,053	43,524	43,995	44,467	44,938	45,409	45,880	46,352
7	17,504	31,752	40,707	41,196	41,684	42,172	42,661	43,149	43,638	44,126	44,614	45,103	45,591	46,079	46,568	47,056	47,545	48,033
8	18,117	32,863	42,132	42,638	43,143	43,649	44,154	44,659	45,165	45,670	46,176	46,681	47,187	47,692	48,198	48,703	49,209	49,714
9	18,729	33,974	43,557	44,080	44,602	45,125	45,647	46,170	46,692	47,215	47,737	48,260	48,783	49,305	49,828	50,350	50,873	51,395
10	19,342	35,086	44,982	45,521	46,061	46,601	47,140	47,680	48,220	48,759	49,299	49,839	50,378	50,918	51,458	51,997	52,537	53,077
11	19,955	36,197	46,407	46,963	47,520	48,077	48,634	49,190	49,747	50,304	50,861	51,417	51,974	52,531	53,088	53,644	54,201	54,758
12	20,568	37,309	47,831	48,405	48,979	49,553	50,127	50,701	51,275	51,848	52,422	52,996	53,570	54,144	54,718	55,291	55,865	56,439
13	21,180	38,420	49,256	49,847	50,438	51,029	51,620	52,211	52,802	53,393	53,984	54,575	55,166	55,757	56,348	56,938	57,529	58,120
14	21,793	39,531	50,681	51,289	51,897	52,505	53,113	53,721	54,329	54,937	55,545	56,153	56,761	57,369	57,977	58,586	59,194	59,802
15	22,406	40,643	52,106	52,731	53,356	53,981	54,606	55,232	55,857	56,482	57,107	57,732	58,357	58,982	59,607	60,233	60,858	61,483
16	23,016	41,754	53,531	54,173	54,815	55,457	56,100	56,742	57,384	58,026	58,669	59,311	59,953	60,595	61,237	61,880	62,522	63,164
17	23,631	42,865	54,956	55,615	56,274	56,934	57,593	58,252	58,911	59,571	60,230	60,889	61,549	62,208	62,867	63,527	64,186	64,845
18	24,244	43,977	56,380	57,057	57,733	58,410	59,088	59,762	60,439	61,115	61,792	62,468	63,144	63,821	64,497	65,174	65,850	66,527
19	24,856	45,088	57,805	58,499	59,192	59,888	60,579	61,273	61,966	62,660	63,353	64,047	64,740	65,434	66,127	66,821	67,514	68,208
20	25,469	46,199	59,230	59,941	60,651	61,362	62,072	62,783	63,494	64,204	64,915	65,625	66,336	67,047	67,757	68,468	69,178	69,889
21	26,082	47,311	60,655	61,383	62,110	62,838	63,566	64,293	65,021	65,749	66,478	67,204	67,932	68,659	69,387	70,115	70,843	71,570
22	26,694	48,422	62,080	62,824	63,569	64,314	65,059	65,804	66,548	67,293	68,038	68,783	69,528	70,272	71,017	71,762	72,507	73,251
23	27,307	49,534	63,505	64,266	65,028	65,790	66,552	67,314	68,076	68,838	69,600	70,361	71,123	71,885	72,647	73,409	74,171	74,933

ARTICLE 42  
2009-2010  
TEACHERS' SALARY SCHEDULE

	TA	NURSE	0	6	12	18	24	30	36	42	48	54	60	66	72	78	84	90
1	15,234	27,634	35,428	35,848	36,268	36,688	37,108	37,528	37,948	38,368	38,788	39,208	39,628	40,048	40,468	40,888	41,308	41,728
2	15,299	27,751	35,576	35,998	36,418	36,838	37,258	37,678	38,098	38,518	38,938	39,358	39,778	40,198	40,618	41,038	41,458	41,878
3	15,363	27,868	35,728	36,148	36,568	36,988	37,408	37,828	38,248	38,668	39,088	39,506	39,928	40,348	40,768	41,188	41,608	42,028
4	15,988	29,002	37,182	37,619	38,056	38,493	38,931	39,368	39,805	40,242	40,679	41,116	41,553	41,990	42,427	42,864	43,301	43,739
5	16,614	30,136	38,638	39,090	39,545	39,999	40,453	40,907	41,361	41,816	42,270	42,724	43,178	43,632	44,087	44,541	44,995	45,449
6	17,239	31,271	40,090	40,562	41,033	41,504	41,976	42,447	42,918	43,389	43,861	44,332	44,803	45,274	45,746	46,217	46,688	47,160
7	17,864	32,405	41,545	42,033	42,521	43,010	43,498	43,986	44,475	44,963	45,452	45,940	46,428	46,917	47,405	47,893	48,382	48,870
8	18,489	33,539	42,999	43,504	44,010	44,515	45,021	45,526	46,031	46,537	47,042	47,548	48,053	48,559	49,064	49,570	50,075	50,581
9	19,115	34,673	44,453	44,975	45,498	46,020	46,543	47,066	47,588	48,111	48,633	49,156	49,678	50,201	50,724	51,246	51,769	52,291
10	19,740	35,807	45,907	46,447	46,986	47,526	48,066	48,605	49,145	49,685	50,224	50,764	51,303	51,843	52,383	52,922	53,462	54,002
11	20,365	36,942	47,361	47,918	48,475	49,031	49,588	50,145	50,702	51,258	51,815	52,372	52,929	53,485	54,042	54,599	55,156	55,712
12	20,991	38,076	48,815	49,389	49,963	50,537	51,111	51,684	52,258	52,832	53,406	53,980	54,554	55,127	55,701	56,275	56,849	57,423
13	21,616	39,210	50,269	50,860	51,451	52,042	52,633	53,224	53,815	54,406	54,997	55,588	56,179	56,770	57,361	57,952	58,542	59,133
14	22,241	40,344	51,723	52,331	52,939	53,548	54,156	54,764	55,372	55,980	56,588	57,196	57,804	58,412	59,020	59,628	60,236	60,844
15	22,866	41,478	53,178	53,803	54,428	55,053	55,678	56,303	56,928	57,553	58,179	58,804	59,429	60,054	60,679	61,304	61,929	62,554
16	23,492	42,613	54,632	55,274	55,916	56,558	57,201	57,843	58,485	59,127	59,769	60,412	61,054	61,696	62,338	62,981	63,623	64,265
17	24,117	43,747	56,088	56,745	57,404	58,064	58,723	59,382	60,042	60,701	61,360	62,020	62,679	63,338	63,998	64,657	65,316	65,976
18	24,742	44,881	57,540	58,216	58,893	59,569	60,246	60,922	61,598	62,275	62,951	63,628	64,304	64,980	65,657	66,333	67,010	67,686
19	25,367	46,015	58,994	59,688	60,381	61,075	61,768	62,462	63,155	63,849	64,542	65,236	65,929	66,623	67,316	68,010	68,703	69,397
20	25,993	47,150	60,448	61,159	61,869	62,580	63,291	64,001	64,712	65,422	66,133	66,844	67,554	68,265	68,975	69,686	70,397	71,107
21	26,618	48,284	61,902	62,630	63,358	64,085	64,813	65,541	66,268	66,996	67,724	68,452	69,179	69,907	70,635	71,362	72,090	72,818
22	27,243	49,418	63,356	64,101	64,846	65,591	66,336	67,080	67,825	68,570	69,315	70,060	70,804	71,549	72,294	73,039	73,783	74,528
23	27,869	50,552	64,811	65,572	66,334	67,096	67,858	68,620	69,382	70,144	70,906	71,668	72,429	73,191	73,953	74,715	75,477	76,239



ARTICLE 42 (continued)

1. Longevity: Add \$600 following the completion of 5, 12, 16 years of actual teaching experience in the school district.

Longevity: Add \$1050 following the completion of 20 years of actual teaching experience in the school district.

Longevity: Add \$1450 following the completion of 24 years of actual teaching experience in the school district.

Longevity: Add \$1650 following the completion of 28 years of actual teaching experience in the school district.

2. Add \$700 for Masters Degree
3. Add \$800 for CAS Degree
4. Add \$800 for National Board Certification for the ten (10) year period during which the certification is valid.
5. Add \$850 to Masters for Doctorate Degree
6. Add \$750 for Guidance Counselors and Speech Therapist.
7. Add \$800 to the base schedule for School Psychologist.
8. Horizontal movement on the salary schedule can be accomplished only as follows:
  - a. Successful completion of courses in graduate degree program at a college or university apply automatically.
  - b. Successful completion of graduate courses in a non-degree program at a college or university must have the Superintendent's approval.
  - c. Successful completion of in-service courses which have prior Superintendent's approval.
9. To qualify for graduate hour salary increases first semester; notification of completed courses must be given no later than August 23<sup>rd</sup>; for second semester, no later than January 15<sup>th</sup>. Courses that are substantially finished by these dates and will be completed prior to the beginning of the semester will be accepted even if the final date of such course is later than the dates shown above. Notification

ARTICLE 42 (continued)

may consist of a transcript (or grade report) or a written statement by the teacher if a transcript is not yet available. If such statement alone is given, the transcript must be submitted when available and in no case later than the last pay period of the semester. Failure to submit this documentation will result in denial of the increase for the semester and any money already paid for the increase will be deducted from the last check of the semester.

10. No additional longevity raises will be granted unless, or until, the Teacher holds a permanent or professional Teacher certification. If such certification is not held, years of service will continue to be credited and such raises will be granted on September 1st of the calendar year in which certification is finally obtained.

ARTICLE 43  
NURSES' SALARY

The salary schedule below applies only to those Nurses who are not certified as School-Nurse Teachers by the State Education Department and who are classified Registered Professional Nurses by the appropriate Civil Service Commission.

Nurses' Schedule

Step	2007-2008	2008-2009	2009-2010
1	26,491	27,072	27,634
2	26,608	27,189	27,751
3	26,725	27,306	27,868
4	27,813	28,418	29,002
5	28,901	29,529	30,136
6	29,988	30,640	31,271
7	31,076	31,752	32,405
8	32,164	32,863	33,539
9	33,251	33,974	34,673
10	34,339	35,086	35,807
11	35,427	36,197	36,942
12	36,515	37,309	38,076
13	37,602	38,420	39,210
14	38,690	39,531	40,344
15	39,778	40,643	41,478
16	40,865	41,754	42,613
17	41,953	42,865	43,747
18	43,041	43,977	44,881
19	44,129	45,088	46,015
20	45,216	46,199	47,150
21	46,304	47,311	48,284
22	47,392	48,422	49,418
23	48,479	49,534	50,552

**ARTICLE 44  
CERTIFIED TEACHER ASSISTANTS**

The salary schedule below applies only to Certified Teacher Assistants employed in a Certified Teacher Assistant Position.

Certified Teacher Assistants' Schedule

Step	2007-2008	2008-2009	2009-2010
1	14,604	14,924	15,234
2	14,669	14,989	15,299
3	14,733	15,053	15,363
4	15,333	15,666	15,988
5	15,932	16,279	16,614
6	16,532	16,891	17,239
7	17,132	17,504	17,864
8	17,731	18,117	18,489
9	18,331	18,729	19,115
10	18,931	19,342	19,740
11	19,530	19,955	20,365
12	20,130	20,568	20,991
13	20,729	21,180	21,616
14	21,329	21,793	22,241
15	21,929	22,406	22,866
16	22,528	23,018	23,492
17	23,128	23,631	24,117
18	23,728	24,244	24,742
19	24,327	24,856	25,367
20	24,927	25,469	25,993
21	25,527	26,082	26,618
22	26,126	26,694	27,243
23	26,726	27,307	27,869

**ARTICLE 45  
LONG-TERM SUBSTITUTE AGREEMENT**

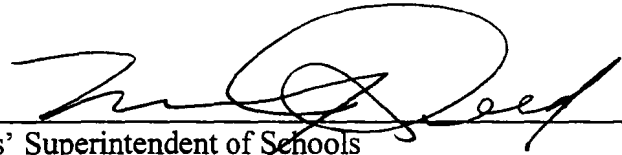
All long-term substitutes appointed for continuous service of more than five (5) months, or half of the school year, would receive pro-rated benefits equal to those identified in this agreement between the Association and the District, excluding in-service/graduate credit hours.

**ARTICLE 46  
AGENCY FEE**

The District will provide agency fee deduction in accordance with applicable law.

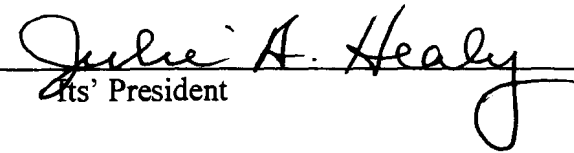
ARTICLE 47  
SIGNATURE PAGE

BOARD OF EDUCATION  
OF THE  
CITY SCHOOL DISTRICT OF THE CITY OF SHERRILL

By  (L.S.)  
Its' Superintendent of Schools

Date 12/4/2007

VERNON-VERONA-SHERRILL  
TEACHERS' ASSOCIATION

By  (L.S.)  
Its' President

Date Nov. 29, 2007

Appendix A

**DISTANCE LEARNING AGREEMENT BETWEEN  
THE SUPERINTENDENT AND THE  
VERNON-VERONA-SHERRILL TEACHERS' ASSOCIATION**

Agreement between the Superintendent and the Vernon-Verona-Sherrill Teachers' Association (V.V.S.T.A.) concerning participation in Distance Learning.

It is agreed that the V.V.S.T.A. and the district may participate in a Distance Learning Program under the following conditions.

**1. GENERAL PROVISIONS**

- A. The parties acknowledge and confirm that participation in the 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 Distance Learning, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the district.
- B. No current teacher in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the district sending/receiving courses in that tenure area through Distance Learning.
- C. The parties agree that training for participants will be provided. The cost(s) of training shall be established and borne by the district.
- D. The receiving or sending districts shall not make any audio/visual tapes without the knowledge and consent of the sending teacher. It is expected that the teacher will consent to making of tapes for the sole purpose of aiding students enrolled in the course. All the tapes shall be erased or destroyed at the end of the school year unless otherwise requested by the sending teacher.
- E. Unless otherwise agreed, college courses may not be received during the instructional day.

**2. TRANSMITTING (From Host School)**

- A. Any program delivered from the school district, for the purpose of educating children, shall be taught by a bargaining unit member. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of live transmissions will be solely for the purposes of student review and/or class makeup.
- B. The time of the transmission will be determined by the district, within the normal confines of the daily schedule of classes for the district or receiving districts.

- C. The teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training provided.
- D. The number of students in a class, including those at receiving sites, shall not exceed that which is traditional in the host district for teachers in the particular discipline being offered.
- E. All grading of school work and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the transmitting teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when they turn in grades in the host district.
- F. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that they are available to host school students and parents. The teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.
- G. In the event of the transmitting teacher's absence, the host district shall be expected to provide a suitable substitute when it elects to transmit.
- H. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement. Any complaint with respect to the host teacher performance originating in a receiving district will be made known to the host teacher in writing. No evaluation of the teacher will be made except in the normal manner in the classroom.
- I. Any audio-visual tapes of the classes are the property of the host district and the district may make such tapes available for the teacher's personal, professional, non-commercial use.
- J. The calendar of the V.V.S. district shall be used for each course being taught.
- K. Textbooks and student supplies for Distance Learning Courses are determined by the V.V.S. district in conformity with the normal practice.

### 3. RECEIVING

- A. The introduction and continuation of Distance Learning in the district shall not replace a course being currently taught. The sole purpose of introducing courses via Distance Learning is to enhance the offerings which can be made available to students without engaging in subcontracting which eliminates or reduces bargaining unit work.
- B. The receiving district shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning of any received classes.
- C. A district employee may be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and be available to liaison with the sending teacher.
- D. However, if a teacher is assigned, maintenance of equipment shall not be their responsibility.
- E. If the teacher assigned is required to attend meetings in the sending school, the teacher will be compensated by the district. If the person assigned is requested to attend meetings outside of normal work time, the meetings must be mutually agreeable times.
- F. If the district assigns a teacher to a receiving class, such assignment shall count in the teacher's normal load in accordance with the provisions of the collective bargaining agreement.

The effective date of this Addendum is October 1, 1998.

**FOR THE DISTRICT:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Appendix B

**DISTRICT OBSERVATION/EVALUATION  
COMMITTEE FINAL REPORT**

**JUNE 1998**

The District Committee for Classroom Observation and Evaluation, composed of eleven teachers and four administrators, met many times during the past two years. The Committee reviewed and revised a positive observation and evaluation process that a similar committee developed in 1984 and revised in 1987. The District has successfully used the existing plan for more than a decade.

Based on the most recent research and the NYS Standards and Assessment requirements, the Committee recommends an optional format for observation and evaluation designed to ensure that all teachers are provided pertinent information and a professionally valuable evaluation. Ultimately, students will benefit from the improved instructional strategies, practices, and methods.



# V.V.S. OBSERVATION/EVALUATION PROCESS

ALL TEACHERS

TRADITIONAL (OPTION A)

OR

PERSONALIZED PROFESSIONAL  
DEVELOPMENT PLAN  
(OPTION B)

All options include:

- . goal setting
- . summative evaluation
- . performance indicators/criteria

All non-tenured teachers will follow the Traditional Model (Option A). Option A may be selected at any time by tenured teachers.

By mutual agreement between the teacher and the Principal, Option B may be selected by tenured teachers who have successfully met all district standards outlined on their previous annual evaluation.

The annual evaluation is based on observations and/or goals and accomplishments collaboratively developed with teacher and principal input.

Option A is specifically outlined in this document. This process was originally developed in 1984 as a result of a shared decision-making team and revised in 1998 by this Committee.

Option B is a collaborative model developed by this Committee in 1997/98.

## **OBSERVATION/EVALUATION PROCEDURE**

- I. At the time of the teacher's annual evaluation, the observation/evaluation method to be utilized during the following year will be identified by the teacher.
- II. Final selection of observation method will be established by September 30th, or 30 days following annual evaluation.

The options will include:

- A. Option A (Traditional Method)
- B. Option B (Personalized Professional Development Plan) as described

### **TRADITIONAL METHOD – OPTION A**

Observations will be conducted for the purpose of improving K-12 instruction, providing the teacher with specific and general feedback relative to performance and evaluating the teaching process. Much of what was accomplished by this Committee is based on current educational research. Our aim is to promote the following characteristics that are found in effective schools:

1. High expectations for students
2. Consistent monitoring of results
3. Orderly climate
4. Appropriate degree of difficulty
5. Praise more than criticism
6. Strong and efficient classroom management
7. Opportunity for students to learn the expected content
8. Strong administrator/teacher leadership

Observers will conduct announced and unannounced observations. Administrators and Chairpersons will be observing. During the observations, observers will collect data relative to the lesson using the district form that identifies the elements of good teaching. It is not necessary for the observer to indicate a response to every item.

Teachers are encouraged to use the observation instrument as a self-evaluation tool on a regular basis. This is particularly desirable after an observation has taken place in order to increase teacher involvement during the post conference. Informal peer observations are encouraged.

During the post conference, a summary of the lesson will be developed; and, if a need is stated, a written remedial plan must be completed prior to a second unannounced observation.

The observation and evaluation process works best in an atmosphere of trust and cooperation that promotes an open dialogue between teacher and administrator. This committee will continue to function for the improvement of the teaching and learning process in the V.V.S. system.

## **DIRECTIONS FOR USING OBSERVATION FORM**

The observation form will be used for all formal classroom observations. The observer will collect data relative to the elements of good teaching. This data will be written under the headings:

**Planning and Preparation**

**Presentation of Lesson**

**Learning Environment**

The teacher is encouraged to bring to the post conference a self-evaluation using the same instrument. Dialogue between the teacher and administrator during the post conference will lead to the development of a meaningful summary.

Vernon-Verona-Sherrill School District  
Verona, NY

Classroom Observation Form

ANNOUNCED ( ) Clinical ( ) Non-Clinical  UNANNOUNCED

Teacher: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_ Date: \_\_\_\_\_ Time/Period: \_\_\_\_\_

---

PLANNING AND PREPARATION

The Lesson Plan

1. Is consistent with the district and/or the New York State Curriculum
2. Shows evidence of planning between and among teachers who share related responsibilities
3. Includes identifiable objectives, instructional methods, and activities
4. Is an integral part of observable lesson sequence
5. Provides for interdisciplinary integration of subject matter
6. Includes a provision for evaluation and/or an authentic assessment

DATA:

---

PRESENTATION OF LESSON

1. Continuity (related to yesterday and tomorrow)
2. Clear objectives related to lesson
3. Organized presentation closely tied to the lesson's objectives
4. Clear and proper written and verbal communication
5. Pace consistent with lesson objectives and class grouping
6. Accurate presentation of subject matter
7. Use of an evaluation strategy and/or an authentic assessment activity
8. Students actively engaged in the learning process
9. Opportunities for students to assess their personal performance
10. Utilization of questions to probe, clarify, elicit active student involvement and higher thinking skills
11. Teaching methods compatible with lesson content
12. Minimum loss of lesson time to confusion, transition, or disruption
13. Purposeful, challenging, task-oriented student activities
14. Employs a variety of teaching methods, strategies, and materials to accommodate student differences
15. Opportunities provided for students to practice what was taught in lesson
16. Includes opportunities for cooperative learning activities
17. Technology used as tool for teaching and learning
18. Closure reinforces the lesson content

DATA:

## **GUIDELINES FOR PERSONALIZED PROFESSIONAL DEVELOPMENT PLAN - OPTION B**

- The teacher identifies his/her instructional goals for the year and submits goals to Principal and Department Chairperson by October 10th.
- The principal reviews the instructional plan/goals and accepts or requests a revision for resubmission. The Principal may provide guidelines to adjust professional goals for consideration by the teacher.
- The teacher takes actions to address goals. A cumulative portfolio/journal will be developed on an on-going basis throughout the year.
- The summative evaluation will be completed by the teacher and the principal at least 15 days prior to the completion of the annual evaluation.

### **TYPICAL SEQUENCE**

#### **STEP 1 – SETTING GOALS**

- Collaboratively Written  
(Teacher, Department Chairperson, & Principal)
- Small in Number
- Content, Management, Instruction

#### **STEP 2 – INTERACTION, PORTFOLIO DEVELOPMENT**

- Flexible Feedback: written, verbal, video, etc.
- Artifact Collection

#### **STEP 3 – MID-YEAR REVIEW**

- Second or Third Quarter
- "How's it Going?"
- Adjust Goals, Interaction

#### **STEP 4 – DATA COLLECTION/ PROCUREMENT**

#### **STEP 5 – ANNUAL SUMMATIVE EVALUATION**

- Written Teacher Self-Reflection
- Written Administrator and/or Department Chairperson Reflection

## **CRITICAL CONSIDERATIONS FOR GOAL SETTING AND EVALUATION**

- Establishment of realistic/achievable targets/goals.
- Identify measurable individual efforts, skills, abilities, and accomplishments, i.e., teacher portfolios, videotapes, and student performance exemplars.
- Analysis and consideration of extraneous factors which may impact goal achievement.

### **REMEDIAL ACTION PLAN (RAP) PURPOSE AND PROCESS \***

#### **PURPOSE:**

The Remedial Action Plan has been designed to assist in developing a specific plan of action that will help identified teachers improve their teaching. This plan will normally be used following several observations in which a specific deficiency(ies) has been noted and prior evaluation procedures have had little or no positive effect upon the teaching process.

#### **PROCESS:**

When the observer determines a need for a R.A.P., a conference will be held between the observer and the teacher. The observer will indicate the stated need(s). It is preferable to concentrate on one major need for each R.A.P. The process of developing a R.A.P. should be done in a collegial manner. The establishment of strategies, the selection of resource people and resource materials, the creation of a workable time line, and the development of desired observable outcomes should be accomplished jointly.

If the observer and teacher cannot agree upon the above procedure, the building administrator will take the lead in completing all parts of the R.A.P.

At the conclusion of a R.A.P. implementation, the observer will complete a summary statement. The teacher is encouraged to complete a summary statement.

\* Applies to Option A only

**Vernon-Verona-Sherrill School District  
Verona, NY**

Remedial Action Plan - Relative to Classroom Observation of \_\_\_\_\_

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Stated Need(s):

Strategies:

Resource Person(s) - Administrators, Teachers, and/or Others:

Resource Materials:

Desired Outcome(s):

Time Line:

Observer's Summary Statement:

Teacher's Summary Statement:

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Date

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Observer's Signature

---

Teacher's Signature

## TEACHER ANNUAL EVALUATION

### I. PREAMBLE

The purpose of the evaluation is to judge annual performance. The first three categories address the characteristics of effective teaching. The remaining categories incorporate those elements that supplement the actual teaching/learning process.

The total evaluation is a measure of the teacher's professional performance.

### II. PLANNING AND PREPARATION

#### A. The Lesson Plan

1. Is consistent with the district and/or the New York State Curriculum
2. Shows evidence of planning between and among teachers who share related responsibilities
3. Includes identifiable objectives, instructional methods, and activities
4. Is an integral part of an observable lesson sequence
5. Provides for interdisciplinary integration and subject matter
6. Includes a provision for evaluation and/or an authentic assessment

### III. PRESENTATION OF LESSON

1. Continuity (related to yesterday and tomorrow)
2. Clear objectives related to lesson
3. Organized presentation closely tied to the lesson's objectives
4. Clear and proper written and verbal communication
5. Pace consistent with lesson objectives and class grouping
6. Accurate presentation of subject matter
7. Use of an evaluation strategy and/or an authentic assessment activity
8. Students actively engaged in the learning process
9. Opportunities for students to assess their personal performance
10. Utilization of questions to probe, clarify, elicit active student involvement, and higher thinking skills
11. Teaching methods compatible with lesson content
12. Minimum loss of lesson time to confusion, transition, or disruption
13. Purposeful, challenging, task-oriented student activities
14. Employs a variety of teaching methods, strategies, and materials to accommodate student differences



POLICY

PERSONNEL

6059  
(Cont'd)

TEACHER ANNUAL EVALUATION

VI. Continued

4. Work on curriculum-related projects for the purpose of developing district programs
5. Disseminate information and knowledge to colleagues about the teaching process, subject matter, and new programs
6. Assist fellow teachers in the performance of their duties and responsibilities when called upon to do so
7. Attend scheduled meetings regularly, and complete committee assignments in the required time period when serving on faculty committees
8. Cooperate in fostering a positive total school climate which may necessitate giving direct or indirect support to field trips, excursions, and co-curricular activities
9. In emergency situations, accept temporary, limited time extra assignments
10. Attend faculty meetings
11. Provide for student safety
12. Adhere to district policies

VII. PROFESSIONAL QUALITIES AND ATTITUDES OF THE TEACHER

A. Teacher meeting district standards will:

1. Implement strategies for improvement of instruction consistent with observation data
2. Be absent only for reasons of health or other reasons covered in the Agreement
3. Exercise sound judgement in dealing with children, parents, and colleagues
4. Improve his/her knowledge and teaching skills by participating in such activities as:
  - a. Graduate study
  - b. Undergraduate study
  - c. In-service training
  - d. Seminars
  - e. Workshops and conferences
  - f. Research for contributions to periodicals
  - g. Publication of articles or works

# Regulation

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PERSONNEL

6059.1

VERNON-VERONA-SHERRILL SCHOOL DISTRICT  
Verona, New York

Teacher's Annual Evaluation for School Year \_\_\_\_\_

Teacher: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Assignment: \_\_\_\_\_

Building: \_\_\_\_\_

Part I – To Be Completed by Teacher

A. Professional Improvements (list or briefly explain activities undertaken in the past year in the area of):

1. Self-improvement:

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2. Program improvement:

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3. District or school committee service:

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4. Professional organizations:

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## VERNON-VERONA-SHERRILL SCHOOL DISTRICT

### MEMORANDUM OF AGREEMENT (“hereinafter “MOA”)

THIS AGREEMENT is entered into as of this 1<sup>st</sup> day of January 2004, by and between the Vernon-Verona-Sherrill School District (“Employer”) and the Vernon-Verona-Sherrill Teachers’ Association (“the Association”).

The employer agrees to make an employer non-elective contribution to the 403(b) account of each covered employee who severs their employment with the District during the eligible period, is eligible to receive the contractually identified retirement incentive and/or contractually agreed upon rate for unused sick days and who is eligible for and commences retirement under the state-sponsored retirement system. The amount of the non-elective contribution shall be equal to the value of the benefit available to an employee, determined in accordance with the aforementioned policy and/or collective bargaining provision. This non-elective employer contribution shall be in lieu of cash compensation provided by the applicable policy and/or collective bargaining provision.

Effective January 1, 2004, the Employer and Association agree to the following:

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer’s Non-elective Contribution(s) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee’s 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees’ 403(b) account, the Contribution Limit shall be based on the employee’s compensation, as determined under Section 403(b) (3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers’ Retirement System (“TRS”) with a membership date before June 17, 1971<sup>1</sup>, the Employer shall first make an Employer

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<sup>1</sup> **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member’s last five years final average salary (upon which a member’s life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31<sup>st</sup> of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer’s post-retirement payment into the employee’s 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those members.

Memorandum of Agreement – 403(b)

Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and

- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
3. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
  4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971- Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
  5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
  6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
  7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.


Memorandum of Agreement – 403(b)

8. **Duration** The parties expressly agree that this Memorandum of Agreement shall become effective from the date of this signing of this Memorandum of Agreement and, notwithstanding Section 209(a) (1) (e) of the Civil Service Law (“Triborough Amendment”), shall expire on June 30, 2007 unless extended or modified by mutual written agreement between the parties.

For the Employer

By: \_\_\_\_\_

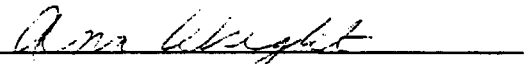
Dated: \_\_\_\_\_

  
\_\_\_\_\_  
2/11/2004

For the Association

By: \_\_\_\_\_

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

  
\_\_\_\_\_  
2/11/2004

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APPENDIX D

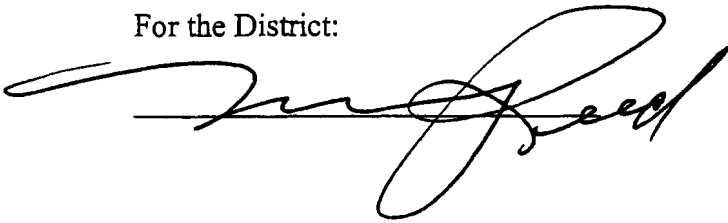
**Memorandum of Understanding  
Between the  
Vernon-Verona-Sherrill Teachers' Association  
And the  
Vernon-Verona-Sherrill Central School District**

The parties herein agree that the collective bargaining obligation imposed by Article XIV of the Civil Service Law ("Taylor Law") and Section 100.2(dd) of the Regulations of the Commissioner of Education relative to the completion of a mentored teaching experience pursuant to the revised teacher certification requirements effective February 2, 2003 have been satisfied.

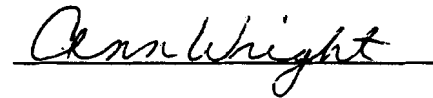
The terms and conditions incorporated in the District's Mentor Teacher Program, including the payment of a \$500.00 separate annual stipend, payment for summer work at the curriculum development rate (not included in the base salary) to selected mentors and the award of one hour of in-service credit to the new teacher interns for participation in the Summer New Teacher Orientation Program and up to one hour of in-service credit to the new teacher interns for participation in the New Teacher Induction Program, represent a satisfactory conclusion to the collective bargaining obligation imposed by NYS Civil Service Law and Regulations of the Commissioner.

(Such terms shall be reconsidered by the parties during the same timelines as the review of the professional development plan).

For the District:



For the Association:





# State of New York

## Executive Chamber

### APPENDIX E

No. 125

### EXECUTIVE ORDER

**DIRECTING STATE OFFICIALS TO ENSURE THAT THE APPROPRIATE PROTECTIONS AND BENEFITS ARE EXTENDED TO MEMBERS OF THE RESERVE ARMED FORCES OF THE UNITED STATES AND THE ORGANIZED MILITIA OF NEW YORK STATE**

WHEREAS, many citizens of the State of New York serve as members of the reserve armed forces of the United States and the organized militia of this state;

WHEREAS, these brave men and women have been, and will continue to be, called to active duty to fight the ongoing war on terrorism and the armed conflict with Iraq;

WHEREAS, the willingness of these men and women to leave behind their families, friends, and regular lives to keep our Nation safe, strong and free is truly heroic, and all New Yorkers owe them an enormous debt of gratitude;

WHEREAS, the sacrifices that these courageous men and women make while serving on active military duty should not be compounded by their families having to make additional sacrifices at home;

WHEREAS, New York State, local governments and the private sector should work together to ensure that our military personnel called to active duty and their families receive the support and protection they deserve;

WHEREAS, I have proposed the Patriot Plan -- a comprehensive package of benefits and protections for New York's citizen soldiers and their families;

WHEREAS, the Patriot Plan will assist troops and their families who face potential added expenses and disruptions caused by being called to active duty; and

WHEREAS, while many elements of the Patriot Plan require legislative action, certain measures can and should be implemented through administrative actions of the State of New York and its agencies and departments.

NOW, THEREFORE, I, GEORGE E. PATAKI, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and Laws of the State of New York, do hereby make the following orders to ensure that appropriate protections and benefits are extended to members of the reserve armed forces of the United States and the organized militia of this State:

1. I hereby order the Director of the Office of Employee Relations to negotiate appropriate extensions to current agreements regarding supplemental military leave benefits for New York State employees and order the Commissioner of the Department of Civil Service to amend the Attendance Rules for Employees in New York State Departments and Institutions in furtherance of those negotiated extensions to continue supplemental military leave benefits for New York State employees who are ordered to active military duty relating to the war on terrorism and military action in Iraq. In addition, I encourage all other public and private employers to recognize the sacrifices made by their employees who are called to active duty by extending paid leave, as well as other appropriate benefits, to these brave citizen soldiers.

2. I hereby order the Commissioner of the Department of Motor Vehicles to provide automatic extensions of driver's licenses and motor vehicle registrations that would otherwise expire for New Yorkers who have been ordered to active military duty relating to the war on terrorism and military action in Iraq.

3. I hereby order that the State University of New York and the City University of New York make available to family members of the reserve armed forces of the United States and the organized militia of this state called to active duty, computer facilities for the purpose of facilitating e-mail and, to the extent practicable, video-conferencing between military personnel and their loved ones for the duration of their deployment. In addition, I hereby encourage all public libraries, institutions of higher learning and any other public and private entities to also make such facilities and services available.

4. I hereby order the Commissioner of the Office of Parks, Recreation and Historic Preservation to provide Empire Passports to the families of reservists and members of the National Guard to allow the families of our military personnel to enjoy the State's parks, beaches and other natural resources free of charge.



G I V E N under my hand and the  
Privy Seal of the State  
in the City of Albany  
this twenty-fourth day of  
March in the year two  
thousand three.

BY THE GOVERNOR

/s/ George E. Pataki

/s/ John P. Cahill

Secretary to the Governor



APPENDIX F

Memorandum of Agreement  
between the  
Vernon-Verona-Sherrill Teachers' Association  
and the  
Vernon-Verona Sherrill Central School District

Whereas, the Vernon-Verona-Sherrill Teachers' Association (Association) and the Vernon-Verona Sherrill Central School District (District) are parties to a collective bargaining relationship; and

Whereas, the Association filed a grievance regarding the assignment of Academic Intervention Services (AIS) instruction to high school teachers during structured planning time, which grievance proceeded to the arbitration stage of the parties' collective bargaining agreement (CBA); and

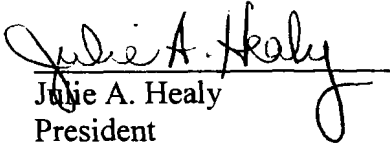
Whereas, the Association and the District have reached the following settlement agreement (Agreement), to take effect with the 2006-2007 school year, specific to the high school:

1. As to AIS instruction provided to high school students identified at Level I pursuant to the Commissioner's AIS Regulations, such AIS instruction will be deemed to be periods of regular academic instruction as defined under Article 10.B.1 of the current CBA . Teachers so assigned will be expected to prepare and maintain regular instructional records of such activities, provide parent notifications as per the AIS Regulations, and perform student evaluations, as per their obligations for regular class assignments.
2. As to students recommended for AIS services at Levels II and III, the District shall have the right to require high school teachers to deliver remedial instruction to such students during structured planning periods as identified in Article 10.B.1.d of the CBA.
3. The District and the Association agree to consult with each other as to future uses of the structured planning periods. However, the District shall have the right to make final decisions concerning those uses.
4. The District admits to no violation of the CBA and the Association agrees to withdraw this grievance, and the related demand for arbitration, with prejudice.
5. This Agreement constitutes the complete agreement between the Association and the District on the issues giving rise to the aforesaid grievance. The parties further acknowledge that they have been fully and fairly represented in this matter, that they have had the opportunity to propose the terms of this Agreement, and they that are entering into this Agreement knowingly, voluntarily and without duress.

6. This Agreement may be amended only in a writing by and between the parties.

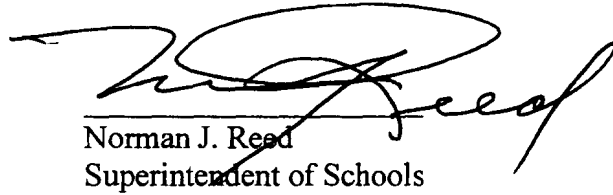
Now therefore this matter is deemed fully and finally settled under the terms above noted, as indicated by the signatures herein below.

FOR THE ASSOCIATION:

  
Julie A. Healy  
President

Dated: 5/19/2006

FOR THE DISTRICT:

  
Norman J. Reed  
Superintendent of Schools

Dated: 5/16/2006

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