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## *AGREEMENT*

between

The Superintendent of Schools of the  
VICTOR CENTRAL SCHOOL DISTRICT

and the

VICTOR TEACHERS' ASSOCIATION

*Effective July 1, 2018 through June 30, 2021*

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## ARTICLE I

### Recognition

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

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

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

## ARTICLE II

### Administrative Rights

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

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

## ARTICLE III

### Professional Discipline

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

The Association, through the building tenure committees, may submit a recommendation as to tenure to the Building Principals, who in turn shall submit such recommendation to the Superintendent, said recommendation to be advisory only. The Building Principals and the teachers of each building shall

determine tenure committee guidelines. The Administration will provide a list of probationary teachers who are being considered for tenure.

The parties agree that the District may exercise its right to postpone tenure appointments for new teachers hired before July 1, 2015, until the 4<sup>th</sup> year of that teacher's probationary appointment. The District may exercise its right to postpone tenure appointments for new teachers hired on or after July 1, 2015, until the 5<sup>th</sup> year of that teachers' probationary appointment. Jarema Credit, if appropriate, shall be awarded in accordance with New York State Law.

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

In the event a recommendation is to be made that a probationary teacher not be granted tenure or that the services of a probationary teacher be discontinued, the teacher shall be notified of the intended recommendation at least thirty (30) days in advance of the Board meeting at which the recommendation will be considered, and shall also be notified of the date of that Board meeting. If the teacher makes a written request not later than twenty-one (21) days prior to that meeting for a written statement setting forth the reasons for the recommendation, he/she shall be furnished with such a written statement within seven (7) days thereafter. The teacher may file a written response to such statement with the District Clerk no later than seven (7) days prior to the date of the Board meeting.

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

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

#### ARTICLE IV Association Representation

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

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

B. The Association will be granted ten (10) days or 1/2 day equivalents during each of the contract years for Association activities. The use of these days will be determined by the President of the

Association. The Association is to give prior notice to the Superintendent, and the time is not to interfere with the teacher's responsibilities. The cost of the substitute will be borne by the Association.

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

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

E. Grievance Committee Building Representatives: A Grievance Committee Building Representative's activities during work hours shall include the following functions:

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

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

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

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

H. The Superintendent or designee will meet at least monthly with the VTA President or designee to discuss matters pertaining to employment of unit members. These meetings shall not consider grievances and shall in no way abrogate or modify Article II, Administrative Rights, or the provisions of Article XXIII, Complete Agreement.

## ARTICLE V Grievance Procedure

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

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

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

### Grievance Steps:

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

Step 2: If a satisfactory settlement is not reached in Step 1, a Joint Committee will meet within 20 business days from notice that Step 1 did not resolve the issue and review the matter at hand to determine whether or not the matter can be resolved. A decision from the Committee will be rendered within ten business days from the initial Committee meeting. The Committee shall consist of up to 2 Superintendent designees and up to 2 VTA President designees.

Step 3: If a satisfactory settlement is not reached in Step 1 or Step 2, the Association Grievance Committee Chairperson may submit the grievance in writing to the Superintendent within ten regular work days from the date of the Joint Leadership Committee Decision. A discussion of the written grievance will be held among the aggrieved teacher, the Grievance Committee Chairperson, the aggrieved teacher's Building Principal and the Superintendent. This discussion will take place as soon as possible, and in all events no later than three regular work days after presentation of the written grievance to the Superintendent. The Superintendent will give his/her written answer to the grievance within three regular work days after this discussion.

Step 4: If the written answer in Step 3 does not resolve the grievance, the Association Grievance Committee Chairperson may request in writing a hearing before the Board. This request will be made to the President of the Board within ten regular working days following receipt of the written answer

provided in Step 3 above. The Board shall answer the request in writing, giving the time and place of the subsequent meeting. The Chairperson of the Association Grievance Committee shall acknowledge this communiqué in writing.

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

Administration Grievance: If the Administration desires to file a grievance against the Association, such grievance will be presented in writing, signed by the Superintendent, and submitted to the Association President within five regular working days from the date of the action upon which the grievance is based. The Association will give the Board its written answer to the grievance within five regular working days after adjournment of the Step 4 meeting.

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

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

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

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

It is recognized that grievances may arise which involve Board or administration actions relative to the application of the provisions of this Agreement which are not under the direct jurisdiction of the Building Principal; and in such instances, the grievance will be reduced to writing, signed by the Chairperson of the Grievance Committee, and submitted in Step 3 of the grievance procedure to the Superintendent. All other grievances must be submitted in Step 1 of the grievance procedure.

The Administration and the Association shall be responsible for taking their own notes during each step of the grievance procedure and maintaining their own individual grievance records. Both parties shall be entitled to a copy of all written documents submitted during any step of the grievance procedure.

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

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

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

## ARTICLE VI Arbitration

### A. Contract Grievances

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

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

The party requesting arbitration shall notify the other party in writing of its desire to submit a grievance to arbitration within ten (10) regular working days following the receipt of the written reply, as provided in Article V, Grievance Procedure, last sentence, Step 4.

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

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

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



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

B. 3020-a Option

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

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

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

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

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

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

ARTICLE VII  
Leaves of Absence

A. Sick Leave

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

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

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

B. Bereavement, Family Illness, or Emergency Leave

A maximum of three paid days during any one school year shall be allowed for illness in the family or the death of someone in the family or a close friend of the staff member. These days will accumulate as sick leave. Additional days may be allowed subject to the discretion of the Superintendent.

C. Personal Leave

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

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

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

D. Visitation Days

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

E. Leaves Without Pay

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

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

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

2. Other Discretionary Leaves -- Leave of absences without pay may be granted upon written request at the discretion of the Superintendent. The Association may make recommendations to the Superintendent concerning such requests, but the granting or disallowance of leaves of absence without pay or the return to active employment of teachers after leaves in excess of one year shall not be a matter subject to the grievance procedure. A teacher returning from a leave of absence without pay after the start of a new semester may be assigned to another position in his/her tenure area at the discretion of the Superintendent. A teacher returning from a leave of absence without pay before the start of a new semester shall be reinstated to his/her former position, if available, or, if not, a position in his/her tenure area.
3. Leave for Armed Forces -- An employee serving active military duty shall be entitled to such leave of absence, reinstatement, and other rights as are provided under the New York State Military Law, including but not limited to Sections 242 and 243 thereof, and the Federal Selective Service Act of 1967, as amended.
4. Child Care Leave -- A teacher will be granted a child care leave provided that the teacher gives at least 90 days' notice prior to the commencement of the leave. Such notice is to be given so that the District will have the opportunity to obtain a qualified substitute teacher. The request for child care leave shall include the date when the teacher wishes to commence the leave, as well as the anticipated date of return from the leave.

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

5. Adoption Leave -- A leave of absence shall be available on request for a period not to exceed two years to a teacher adopting a child up to ten years of age or younger, or a child with a disability. This leave shall be available for the first year after the adoption of the child or the leave shall commence prior to receiving such custody, if it is necessary to fulfill the requirements for adoption. A written request for such leave shall be submitted as soon as is reasonable under all of the circumstances, but in no event later than 90 days prior to

the commencement of the leave, except in case of emergency, in order to afford the District the greatest opportunity to obtain a qualified substitute. However, it is understood that a teacher adopting a child may commence the leave sooner than the 90 days provided for above in case of an emergency.

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

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

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

7. FMLA

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

F. Job Share

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

- a. Job Sharing shall be defined as two (2) Association members sharing one (1) full-time position. Job sharing assignments shall be filled only by Association members who have agreed to work together under a mutually developed plan.

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

## ARTICLE VIII

### Sabbatical Leave and Teacher Awards

#### A. Sabbatical Leave

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

- 1. At the discretion of the Board of Education, not more than one full year or two half years' sabbatical leave may be granted during one school year.
- 2. A permanently certified teacher who has served the District for seven years may, upon recommendation of the Superintendent, and with the approval of the Board of Education, be granted a leave of absence for study or travel.

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

B. Once Sabbatical Leave Has Been Granted

1. A teacher granted sabbatical leave shall be required to submit a report to the Superintendent each semester of leave, indicating the extent to which the stated objectives have been realized. If such reports are unsatisfactory, the leave may be terminated by the Board at the recommendation of the Superintendent.
2. Sabbatical leave shall be granted for one person for one full year or two persons for a half year each. A teacher on sabbatical leave will receive half salary in accordance with his/her position on the District's salary schedule during the year or half year for which the leave is granted, exclusive of remuneration paid for extra classroom assignments. In addition, an allowance of 5% of the recipient's annual salary shall be paid for each dependent up to a total of three (3). Dependent shall mean spouse and children.
3. A teacher on sabbatical leave shall be awarded annual salary increments, any general salary increases which may accrue in his/her absence, and all benefits accorded the rest of the professional staff during this period of absence.

4. The recipient of a sabbatical leave shall be required to file a written agreement to return to the School District for one full year following the expiration of the leave. If the recipient does not do this, he/she shall be required to repay the District in full the salary that has been paid to him/her while on sabbatical leave.

C. Teacher Awards

For each year of the contract, an allocation of \$20,000 will be requested for teacher awards in the annual budget. Unit members may submit teacher award applications two times during the school year. Applications for projects that can be completed by June 30<sup>th</sup> of that school year shall be submitted by November 15<sup>th</sup>. Applicants for projects undertaken in the summer shall submit application by April 15<sup>th</sup>, whenever possible. Waiver of the submission dates shall be at the discretion of the Awards Committee.

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

1. Awards may be made to teachers for the following purposes:
  - a. To encourage the teacher as a lifelong learner and/or in professional enrichment;
  - b. To coordinate curriculum beyond normal planning and preparation;
  - c. To allow for educational research and/or support experimental approaches;
  - d. To allow teachers to create a resource base that supports the curriculum and students' needs;
  - e. To provide for teachers authoring their own materials/texts.
2. Awards shall be made by the Awards Committee composed of five teachers (one from each building: ECS, Primary, Intermediate, Junior High and Senior High) appointed by the Victor Teachers' Association and two administrators appointed by the Superintendent. Membership on the Committee shall not bar members from applying for awards.
3. Awards shall be made on the basis of a written application filed at least 30 days before the start of the award, and the Awards Committee may require interviews with the applicant. Teacher award applications will be co-signed by the applicant's Building Principal.
4. Awards may not be used to fulfill requirements for certification, either provisional or permanent.
5. Recipients of awards shall return to their position in the District for at least one full semester or forfeit the award, and a written agreement to return to the District for the one full semester shall be required prior to the award.



6. Awards will be given for projects which will not interfere with the usual instructional time or school year, unless the participant receives permission from the Superintendent.
7. The Awards Committee may vary the above guidelines if unusual circumstances so warrant, except that the Committee may not excuse people during the required school days.
8. All awards will be granted for projects taking place during one fiscal school year and must be completed and reimbursed prior to June 30<sup>th</sup> of that year with the exception of teachers who embark on the National Certification project which requires two consecutive years of commitment. No other monies will be carried forward to the succeeding school year, and the Committee will not consider any other multi-year commitments.
9. A written report of all teacher award proposals and their allocations shall be submitted to the Teacher Awards Committee by September 30<sup>th</sup> of the school year following the granting of such awards.

## ARTICLE IX

### Professional Improvement

#### A. In-service Program

Teachers are urged to take advantage of the opportunities to participate in professional development to include but not limited to graduate coursework, professional conferences, and other similar opportunities for professional growth. The purpose of this is to provide a framework within which teachers may have the opportunity to keep abreast of changes and best practices within their subject matter field or in the profession. Costs of Professional Development may be covered by the District, the Victor Teacher Center or an outside group or the employee. An in-service credit system shall be instituted whereby the Board and the Association weigh the time consumed, work involved, institution, and programs undertaken for the purpose of allotting credits earned to compensate unit members for professional development as applicable. In-service credit will be granted for all **approved** in-service completed outside of contractual school hours.

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

#### **Approval process, reimbursement for PD and earning of in-service credit:**

Process and procedures for professional development shall be found in Frontline Professional Growth (formerly My Learning Plan).

Special attention shall be paid to the following terms of MLP:

- Substitute coverage
- Estimated expenses
- Application and processing deadlines
- Attendance verifications and travel expenses/receipts

For approved professional development, budgeted and allowable expenses for conferences and workshops, such as rooms, meals, tolls, travel and registration may be paid in full by the District. If more than one teacher from the District attends a conference, every attempt shall be made to consolidate travel so that mileage will be paid for only one vehicle. Transportation shall be pooled with neighboring school districts when possible. School-owned vehicles shall be driven when available.

Initial approvals in Frontline Professional Growth (formally My Learning Plan) will occur within 30 business days or as soon as practical after submission of the request.

Verification of Attendance and all other pertinent materials are submitted through to the Professional Development/In-Service Drop Box and necessary expense vouchers, receipts, etc. are forwarded to the Business Office as soon as practical after the conference or workshop.

Final approval for Professional Staff Development hours will be granted within 30 business days or as soon as practical, after said workshop/conference has been attended, given the aforementioned submissions are complete.

Unit members may appeal decisions regarding professional development matters as outlined in the faculty manual.

**B. Graduate Courses**

Teachers will receive in-service/graduate credit for graduate coursework related to their current assignment and/or certification in their tenure area. Unit members seeking to earn graduate credits must seek prior approval from the Associate Superintendent for Educational Services in order to receive in-service credit. Failure to obtain approval may mean that no credit will be awarded on the salary schedule.

Workshops such as DASA & Mandated Reporting are required for certificate holders. As such, the District will not grant in-service credit for these types of requirements.

**C. Curriculum**

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

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

	<b>2018/2019</b>	<b>2019/2020</b>	<b>2020/2021</b>
Staff Developers*	\$39.75/hour	\$39.75/hour	\$40.00/hour
Summer Student Instruction Curriculum Writing Teacher Awards *(minimum or negotiate)	\$39.75/hour	\$39.75/hour	\$40.00/hour

Attending training	\$29.25/hour	\$29.25/hour	\$29.25/hour
Participation Stipend	\$22.50/hour	\$22.50/hour	\$22.50/hour

(Examples include but are not limited to attendance and participation at meetings, grading exams without data analysis)

*\*Staff developers will negotiate terms and conditions of employment.*

Unit members will be paid for a minimum of one hour for attending and/or participating in meetings occurring during summer break.

Superintendent Conference Days are part of the work year and not included in this clause.

#### D. Conferences

Approval for the attendance of teachers at conferences shall be the final responsibility of the Associate Superintendent for Educational Services as delegated by the Superintendent.

The Associate Superintendent for Educational Services may reserve the right to make exceptions to the following rules and regulations when teachers are requested to serve on committees, asked to speak, or are officers of an Association.

#### In-service and Graduate Credit Remuneration:

- Each graduate course credit shall be recognized as such (1.0 credit).
- Every fifteen (15) in-service clock hours equals one (1) in-service credit.
- Each in-service credit is recognized as such (1.0 credit).
- There will be no cap on graduate/in-service credit for salary purposes for the duration of the Agreement.
- Any additional salary increase for six (6) completed in-service/graduate credits shall be adjusted in October and February of each school year.

#### Salary Adjustments for Graduate and/or In-service Credits

All graduate in-service credits completed between February 1, 2001, and February 1, 2018, shall be paid at the rate of \$300 per set of 6 credits.

All graduate in-service credits post February 1, 2018, shall be paid at the rate of \$400 per set of 6 credits.

E. Administrative Interviewing

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

ARTICLE X  
Right to Know

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

Any complaint of substance regarding a teacher who is a member of the negotiating unit made by an Administrator or to the Administration by a parent, student or other person will be called to the attention of the subject teacher. Prior to the inclusion in a teacher's file of any statement or correspondence the subject teacher will be provided an opportunity to see and read such material. Such teacher shall initial the material indicating that he/she has observed same, which initialing shall not necessarily mean that he/she agrees with its contents.

ARTICLE XI  
Observation and Evaluation

The District and VTA will maintain a collectively bargained stand-alone document that will be aligned with NYS Education Law and NYSED guidelines regarding the APPR process. This document will govern all aspects of teacher observation and evaluation, support and improvement plans and the appeal process as applicable. Language specific to VTA members who are not subject to the NYS APPR process will be included in this mutually developed document.

ARTICLE XII  
Intervention and Support Program

The District and VTA will maintain a collectively bargained stand-alone document that will be aligned with NYS Education Law and NYSED guidelines regarding the APPR process. This document will govern all aspects of teacher observation and evaluation, support and improvement plans and the appeal process as applicable. Language specific to VTA members who are not subject to the NYS APPR process will be included in this mutually developed document.

## ARTICLE XIII

### Jury Duty Pay

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

## ARTICLE XIV

### Retirement

#### A. Retirement Plan

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

#### B. Retirement Incentive

When a teacher first becomes eligible for retirement without penalty under the New York State Teachers' Retirement System and meets the following eligibility requirements, that teacher shall be permitted to elect early retirement effective June 30<sup>th</sup> and receive retirement incentive benefits.

#### Eligibility

1. Fifteen (15) years of full-time service in the Victor Central School District immediately prior to retirement.

2. The unit member must retire in the school year in which the unit member is first eligible for retirement without penalty under the provisions of the New York State Teachers' Retirement System, or in the school year immediately following. A unit member who will meet the eligibility criteria for retirement on or before August 31<sup>st</sup> shall be eligible to retire at the end of the immediately preceding school semester, June 30<sup>th</sup>.

3. Submit an irrevocable written letter of resignation to the Board by January 15<sup>th</sup> for retirement at the end of the school year in which unit member is retiring. An exception to this deadline may be granted by the Superintendent of Schools.

#### Benefits

The retirement incentive benefit shall be the teacher's daily rate of pay multiplied by the number sick days he/she has accumulated, the total not to exceed \$30,000 or 37% of his/her final salary, whichever is lower. In the event that 37% of the teacher's final salary (base, masters, and hours) exceeds the teacher's daily rate of pay multiplied by the number of sick days he/she has accumulated, the teacher may choose in writing to compute the benefit at 37% of his/her final salary (base, masters, and hours), not to exceed \$30,000. (Teaching Assistants are entitled to 70% of this benefit).

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

C. Health Insurance

1. For teachers who retire from this District between July 1, 2018, and June 30, 2021, and who have at least fifteen (15) years of credited service in the Victor Central School District, the Board will pay the same premium percentage as was in effect at the time of their retirement. Retirement health insurance benefits are governed by the terms of the Agreement in effect at the time of retirement. Teaching Assistants are entitled to 80% of this benefit.

2. The above benefit will continue for a maximum of 15 years. For each year the retiree does not take insurance from the District under this provision, the retiree can extend the benefit at and beyond age 70 for an equal number of years. Should the retiree die prior to the expiration of the retiree's paid health insurance, the surviving spouse may elect to continue health insurance coverage through the District's group plan at his/her expense.

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

4. A VTA retiree who moves out of the coverage area for his/her health maintenance organization, at retirement or at any point during retirement, may elect to carry Healthy Blue 25/40 with the school District paying health insurance benefits according to the terms of the Agreement in effect at the time of retirement.

5. An eligible retiree who moves out of the coverage area for a Victor health maintenance organization, at retirement or at any point during their coverage period for retirement health insurance, may request reimbursement of the premium he/she paid for another health insurance plan under which he/she is covered. The retiree must notify the Victor School District Business Office in writing, with proof of insurance coverage, of his/her intent to file such a claim for premium reimbursement within one month of the start of the period for which reimbursement will be sought. Claims must be submitted by June 1<sup>st</sup> and will be paid once annually, in July. Retirees must submit a copy of the premium bill for each month during the prior twelve month period for which they are seeking reimbursement. Reimbursement will not exceed the value of the lesser of the District payment for which the retiree would be eligible if still residing in the District coverage area, or the actual cost of the retiree's coverage.

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

E. Retirees age sixty-five (65) and over or who become Medicare eligible will convert to a FLASHP experience rated MedicareAdvantage HMO or PPO Product offered through Excellus. The District will continue coverage not exceeding terms in paragraphs 1 and 2 of Section C. Health Insurance above. When the retiree reaches the age of eligibility for Medicare he/she may enroll in a Medicare product supported by the FLASHP consortium.

**ARTICLE XV**  
**Health Insurance**

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

A. The hospital/medical insurance plans in effect for this Agreement will be the Blue Cross/Blue Shield Finger Lakes Area School Health Plan (FLASHP), FLASP Blue Point 2 Select, Blue Point 2 Value, Healthy Blue PPO 25/40 and Healthy Blue HDHP \$1500/\$3000.

B. Effective July 1, 2018, the base health insurance plan for all unit members is the FLASHP Healthy Blue PPO 25/40 managed care plan. The District will pay 90% of the premium for the Healthy Blue PPO25/40 for the 18/19 school year. Effective July 1, 2019, the School District will pay 89% of the Healthy Blue PPO 25/40 premium and the District's contribution to all other health insurance programs will be pegged at 90% in 2018/2019 and 89% on July 1, 2019, of the Healthy Blue 25/40 premium. Unit members already enrolled or enrolling in Blue Point 2 Select, Blue Point 2 Value, Healthy Blue 25/40 for the 2018/2019 school year will receive \$400 in a 105 plan, half of which will be paid in January and half paid in June. Effective July 1, 2019, unit members already enrolled or enrolling in Healthy Blue 25/40 for the 2018/2019 school year will receive \$400 in a 105 plan, half of which will be paid in January and half paid in June.

Effective January 1, 2019, unit members will have the option to enroll in a HDHP through FLASHP called the Healthy Blue HDHP \$1500/\$3000 medical plan.

The District's contribution toward the base Healthy Blue HDHP premium will be 100%.

\*If the annual premium cost of the Healthy Blue HDHP Family Plan exceeds \$18,000, or \$7,000 for a Single Plan, the District's annual contribution will be 85% and the unit member's contribution will be 15%.

For unit members enrolling in the Healthy Blue HDHP through FLASHP who are eligible to make or receive HSA contributions, the District will contribute the following amounts annually to an HSA account in the corresponding years. All general purpose HRA accounts held by such unit members that are still active will be automatically converted to a limited purpose & post-deductible HRA when the PPO HDHP coverage begins. The District's HSA contribution will be made in two equal installments, half in January and half in June of each calendar year, as follows:

First Calendar Year of Enrollment	Second Calendar Year of Enrollment	Third Calendar Year of Enrollment
Family Plan 100% of In-Network Deductible	Family Plan 100% of In-Network Deductible	Family Plan 100% of In-Network Deductible
Single Plan 100% of In-Network Deductible	Single Plan 100% of In-Network Deductible	Single Plan 100% of In-Network Deductible

For both the copay and HDHP options, the plan/policy year is defined as July 1<sup>st</sup> – June 30<sup>th</sup>. However, the HDHP benefits are based upon a calendar year unless and until the plan/policy year or deductible year is changed by FLASHP or the carrier in the future.

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

D. The Board will pay 65% of the dental plan. Unit members will pay 35%.

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

F. Unit members not enrolled in the HDHP will have the opportunity to participate in the District's Flexible Spending Plan.

G. In the event that the health insurance plans, costs, or benefits provided for in this Agreement will result in a penalty or tax or are otherwise impacted by the federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act, the Health Care and Education Reconciliation Act of 2010, and/or any other legislation, rule or regulation, either party may re-open negotiations on the issues of wages and health care, upon ten (10) calendar days prior notice. If after 90 days from the notice to re-open an agreement is not reached, the District and employees impacted will be responsible for equally sharing the cost of any resulting excise tax or penalty that is imposed upon the plan, the plan sponsor and/or plan administration or the District.

H. All unit members not otherwise eligible for coverage pursuant to Article XV, shall be eligible to enroll in coverage under an alternate District-offered plan, Unit members electing to enroll in coverage under such plan shall be responsible for 100% of all applicable premium contributions and costs. The District shall have sole discretion regarding which plan shall be offered to unit members under this section.

#### ARTICLE XVI Death Benefit Insurance

A five thousand dollar term death benefit insurance policy will be provided by the District.

#### ARTICLE XVII Dues Deduction

A. The District agrees to deduct from the salaries of its employees dues which individual employees authorize the Board to deduct and to transmit the monies promptly to the Victor Teachers Association.

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



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

C. The District shall check off and remit payments to the NYSUT Benefit Trust and VOTE/COPE upon the submission of a signed authorization to the Payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust and VOTE/COPE the payments deducted and shall furnish the plan and the bargaining unit with a list of all employees from whose salaries such deductions have been made.

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

## ARTICLE XVIII

### General Conditions of Employment

#### A. Hours of Work

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

#### B. Supervision of School-Sponsored Events

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

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

2018/2019    \$36.23 per contest  
2019/2020    \$36.23 per contest  
2020/2021    \$36.23 per contest

2. Chaperones:

	2018/2019	2019/2020	2020/2021
Home Events	\$20.55	\$20.55	\$20.55
Away Events	\$22.11	\$22.11	\$22.11

(maximum of 5.5 hours)

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

3. Coordinator of Night Activities

2018/2019	\$20.55 plus \$17.95 per event for additional responsibilities
2019/2020	\$20.55 plus \$17.95 per event for additional responsibilities
2020/2021	\$20.55 plus \$17.95 per event for additional responsibilities

C. Teacher Aides

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

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

D. Clerical Assistance

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

E. Assignments and Transfers

1. Vacancies. The Board and the Association agree that if and when vacancies in the District occur, written notification of the vacancy will be posted in each building for ten (10) calendar days prior to the closing date for the submission of applications. A vacancy shall be defined as a position for which the District has received a letter of resignation, notice of retirement, an incumbent has been granted an unpaid leave of absence for at least one semester, a unit member has been transferred, or there is a newly-created position. No vacancy will be filled until current unit members interested in such a position have first been interviewed. The District will provide the Association President with copies of vacancies as they occur.
2. Voluntary Transfer. Any unit member who wishes to be considered for a transfer in grade level, subject, or building assignment will file with the Superintendent or designee a written statement indicating his/her desire to change. This statement shall include the individual's preference of grade level, subject and/or building. The Superintendent or designee will notify the unit member when a vacancy occurs. Within ten (10) calendar days of the mailing of such notice, the unit member shall signify in writing his/her intention to become an active applicant for the position. If the request involves a building transfer, the

Superintendent or designee shall solicit recommendations in writing from both building principals prior to further consideration of the request to change. Applications from currently employed members who are tenured in the same subject area as the vacancy shall be given preference over applications of new hires. Such voluntary requests will be honored if they do not conflict with the instructional requirements and best interests of the District. The determination of the appointment will be made on a basis of sound educational policy by the administration. Where two or more internal applications from currently employed members who are tenured in the same subject area as the vacancy are received, and the District determines that the applicants are evenly qualified by the standards set forth above, the most senior applicant shall be appointed to the position. This section shall not apply to vacancies occurring from August 1<sup>st</sup> through Labor Day; however, the Superintendent or designee shall notify the Association President or designee whenever such vacancies occur. If requested, the reason for denying transfer will be provided in writing to the denied teacher within thirty (30) days of the teacher's request.

3. Involuntary Transfer. Transfers from one building to another will be accomplished by considering the needs of the educational program including the grade level, certification, subject matter and background experience of the staff. The least senior staff unit member shall be transferred, these factors being equal. No transfer from one building to another, or from one subject or grade level to another, will be made without prior consultation with the staff unit member involved by the teacher's direct administrator or supervisor. Consultation involving buildings or subject transfers will be made not less than sixty (60) calendar days prior to the effective date of the transfer. Transfers involving grade levels will require consultation with the staff member by the teacher's direct administrator or supervisor at the time when the decision for such a transfer is known. If the number of classes or sections decreases within the sixty (60) day time limit, members may accept the option of transfer upon fewer than sixty (60) days prior consultation. Consultation shall mean a face-to-face meeting with the staff member during which the view of the staff member shall be heard and considered. Each staff member shall also be entitled to an explanation of why the transfer is necessary and why he/she was selected for transfer. Transfers will not be made for the purpose of discrimination or discipline of any unit member, unless directed pursuant to a disciplinary hearing.
4. When changes in grade or room assignments are made, the Principal and the teacher will review the impact of such change. The Principal will make appropriate efforts to provide reasonable resources to facilitate the change.
5. The District is responsible for moving District-owned property.
6. This section is not applicable to Teaching Assistants.

F. School Year

The work year for returning unit members shall not exceed 187 days and one (1) day shall be utilized by unit members for new-year preparations (188 Total Work Days.) Two (2) half days (student days with early dismissal) will be scheduled at the discretion of the Superintendent for the purposes of work on NYSED initiatives during the subsequent school years.

*Scheduling Superintendent Conference/Staff Development Days*

The Professional Development Committee will work in a collaborative manner to develop the ongoing professional development on campus including Conference Day planning. The Committee will make every attempt to release information and schedules for Conference Days in a timely manner but no later than two weeks in advance of the Conference Day. Amended topics and agendas may be released up to and including the day of the Conference.

Staff members participating in curriculum development projects (District Curriculum Council, District Curriculum Steering Committees, Curriculum writing and other District Level Committees) or participation in District/Building Councils will be granted fifteen in-service clock hours for each committee they serve on during the course of a school year. Regular and predictable attendance at all committee meetings is an expectation in addition to the performance of any assigned tasks related to the committee's charge.

If the District is compliant with NYSED guidelines for state aid purposes for instructional hours at the K-6 level, accounting for five professional development conference days and three school closings/snow days, the District will schedule one day without K-6 students on the last day of regularly scheduled classes for K-6 students.

The Superintendent of Schools or his/her designee will meet with the President of the Association or his/her designee to discuss the Association's role in the New Teachers Orientation Program.

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

The VTA President and the Superintendent or their designee(s) will after reviewing the recommendations of BOCES and other organizational calendars, shall discuss, recommend, and submit the tentative school calendar during February of the current school year for the subsequent school year's calendar. To the extent possible Board shall give final approval to the calendar by March 31<sup>st</sup> of the current school year.

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

G. Remuneration

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

The District will reimburse for the cost of the New York State license for Speech Pathologists, Registered Nurses, Occupational Therapists, and Physical Therapists.

## H. Pay Day Schedule

The schedule of pay days for teachers will begin twice a month commencing on or about the 15<sup>th</sup> of September, in each school year. The second pay in each month during the school year will be on or about the 30<sup>th</sup> of each month. The exact schedule of pay days for each school year will be included in the Faculty Manual.

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

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

Unit members will receive payment via direct deposit only and all pay stubs and W2 Forms will be available in electronic format through WinCap Employee Self Serve (ESS) only.

## I. General Conditions

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

The normal teaching assignments for teachers in grades 7-8 will be either; (1.) 5 Sections (A full section meets 4 hours in a 6 day cycle) and 2 supervisory assignments (A teacher who falls into this category can be assigned a combination of 1 period lunch duty daily and 4 hours of study hall in a 6 day cycle.) (2.) 6 Sections that contain 3 or more preps with no supervisory assignments. (3.) 6 Sections with 2 or fewer preps and 1 supervisory assignment. Supervisory assignments are defined as: Study Hall: 1 Study Hall equates 4 hours in a 6 day cycle. 2 Study Halls equates to 8 hours, or Lunch Duty: 1 supervisory assignment equals 1 period of lunch duty daily in a 6 day cycle. The normal teaching assignments for teachers in grades 9-12 will be ten instructional periods and two advisory periods in a four-day cycle.

All other matters relating to teaching assignments are found in the Faculty Manual.

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

Faculty meetings can be held as often as twice monthly.

## J. Workload

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

K. Workload - Special Education

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

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

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

L. Injury Under Certain Circumstances

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

M. Parent Conferences

1. Grades K-6 - If the District is compliant with NYSED guidelines for state aid purposes for instructional hours at the K-6 level, accounting for five professional development conference days and three school closing/snow days, the District shall:

In the 2018/2019 school year, schedule one (1) full day and two (2) half (.5) day K-6 parent conferences in the Fall. One (1) full day and one (1) half (.5) day K-6 parent conferences in the Spring. K-6 students will not report to school on these days. PreK and 7-12 students will be in attendance for these days. Teachers will make themselves available for evening conferences on the half day in the Fall and Spring.

Beginning in the 2019/2020 school year, schedule one (1) full day and two (2) half (.5) day K-6 parent conferences in the Fall. One (1) full day K-6 parent conferences in the Spring. K-6 students will not report to school on these days. PreK and 7-12 students will be in attendance for these days. Teachers will make themselves available for evening conferences on the half day in the Fall and as needed in the Spring.

2. Grades 7-12 - Following the first and third marking periods, parent conference opportunities shall be available from 6:30 p.m. to 8:30 p.m. (2 hours per semester). Teachers are expected to be in attendance if they have conferences scheduled during these evenings.

N. Release Time for Chairpersons

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

O. Part-Time Teachers

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

- One period of instruction per day, or one full day per week: .2
  - no health benefits
  - no assigned supervisory responsibility
- Two periods of instruction per day, or two full days per week: .4
  - no health benefits
  - no assigned supervisory responsibility
- Three periods of instruction per day, or three full days per week: .6
  - District will pay .8 of health costs (teacher will pay .2)
  - One supervisory responsibility
  - One planning period
- Four periods of instruction per day, or four full days per week: .8
  - District will pay same health insurance as for full-time members
  - One supervisory responsibility
  - One planning period

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

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

Part-time teachers are encouraged to attend one faculty meeting each month in their primary assigned building, workshops, staff development programs, and must attend Open Houses as scheduled by the School Principal. If the parties agree, any teacher may be hired on a basis other than .2, .4, .6, or .8.

## ARTICLE XIX

### Seniority

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

## ARTICLE XX

### Equal Employment Opportunity

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

ARTICLE XXI  
Terms Subject to Governmental Ruling

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

ARTICLE XXII  
Notification of Policy Changes

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

ARTICLE XXIII  
Complete Agreement

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

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

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

ARTICLE XXIV  
Duration of Agreement

This Agreement shall be effective July 1, 2018, and shall continue in full force and effect through June 30, 2021 except as otherwise noted herein and from year to year thereafter, unless either party hereto gives to the other party notice in writing of a desire to terminate or modify said Agreement no sooner than December 13, 2020, and at least by January 12, 2021, which dates are no sooner than 200 days and at least 170 days prior to the expiration of this Agreement or any anniversary thereof.



Termination


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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 10<sup>th</sup> day of October, 2018.

VICTOR CENTRAL SCHOOL DISTRICT



Superintendent of Schools



President, Victor Teachers Association



**MAUREEN A. GOODBERLET**

Notary Public - State of New York

No. 01GO6237860

Qualified in Ontario County

My Commission Expires March 28, 2019

### **BACHELOR'S SALARY SCHEDULE**

<b><u>Step</u></b>	<b>2018/2019</b>	<b>2019/2020</b>	<b>2020/2021</b>
1	\$40,000	\$41,500	\$41,300
2	\$40,700	\$41,750	\$42,300
3	\$41,350	\$42,000	\$42,800
4	\$42,325	\$42,800	\$43,450
5	\$43,600	\$43,650	\$44,250
6	\$44,550	\$45,000	\$45,150
7	\$45,300	\$46,075	\$46,550
8	\$45,950	\$46,900	\$47,750
9	\$47,150	\$47,650	\$48,700
10	\$48,400	\$49,030	\$49,700
11	\$49,700	\$50,450	\$50,600
12	\$51,400	\$52,100	\$53,000
13	\$53,215	\$54,050	\$54,900

Off Step increases are as set forth in the distribution of salary increases agreed to by the District and the VTA

2018-2019 3.3% on base salary  
2019-2020 3.7% on base salary  
2020-2021 2% + \$991

Career Incentive: Effective July 1, 2018, for those reaching the credited years of service.  
15 credited years of service, effective at the employee's anniversary date \$500  
20 credited years of service, effective at the employee's anniversary date \$900  
25 credited years of service, effective at the employee's anniversary date \$1,100  
30 credited years of service, effective at the employee's anniversary date \$1,300

## **MASTER'S SALARY SCHEDULE**

<b><u>Step</u></b>	<b>2018/2019</b>	<b>2019/2020</b>	<b>2020/2021</b>
1	\$43,000	\$43,500	\$43,700
2	\$43,075	\$44,200	\$44,300
3	\$43,832	\$44,400	\$45,100
4	\$44,602	\$45,200	\$45,350
5	\$45,804	\$46,050	\$46,400
6	\$46,750	\$47,250	\$47,300
7	\$47,514	\$48,475	\$48,625
8	\$48,213	\$49,300	\$49,890
9	\$49,575	\$50,050	\$50,810
10	\$50,925	\$51,480	\$51,610
11	\$52,470	\$52,900	\$53,000
12	\$54,280	\$54,550	\$54,560
13	\$56,335	\$56,500	\$56,510

Off Step increases are as set forth in the distribution of salary increases agreed to by the District and the VTA.

2018-2019 3.3% on base salary

2019-2020 3.7% on base salary

2020-2021 2% + \$991

Career Incentive: Effective July 1, 2018, for those reaching the credited years of service.

15 credited years of service, effective at the employee's anniversary date \$500

20 credited years of service, effective at the employee's anniversary date \$900

25 credited years of service, effective at the employee's anniversary date \$1,100

30 credited years of service, effective at the employee's anniversary date \$1,300

### **Irregular Hire Dates**

Any unit member originally hired mid-year to a full or part time assignment, and did not move forward in the salary schedule on July 1<sup>st</sup> of the subsequent school year, will be credited with a one year salary step July 1, 2018. The five unit members affected will no longer have to wait until February to move up on the salary schedule.

### **National Board Certification**

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

In the event the District and Unit mutually agree to comparable certification for unit members not eligible for National Board Certification, the parties will agree on an appropriate stipend.

## Graduate Credits

All graduate in-service credits completed between February 1, 2001, and February 1, 2018, shall be paid at the rate of \$300 per set of 6 credits.

All graduate in-service credits post February 1, 2018, shall be paid at the rate of \$400 per set of 6 credits.

## **Guidance Counselors/School Psychologists/Social Worker**

I. Guidance counselors', school psychologists' and social worker's salaries for ten months of service, based on the annual school calendar for teachers shall be computed as follows:

- A. The base salary will be the same as for teachers, in accordance with the counselor's/psychologist's/social worker's current placement on appropriate schedules during the contract period.
- B. In addition, each counselor, psychologist, and social worker will receive 5.0% of his or her salary for ten months of service in each year of the contract.
- C. Working in collaboration with the Building Principal, each counselor, psychologist and social worker will be required to participate in twenty (20) hours of professional development, attendance at conferences or after school workshops, facilitation of group presentations, or facilitation of individual parent meetings. This work will occur throughout the course of the school year, and accounts for additional time beyond the contractual day which is already compensated for with a pay differential. Any professional development during these arranged times will not be eligible for in-service credit as this work will be considered part of the employees' duties.

II. Remuneration for summer work shall be in accordance with the following procedures:

- A. The summer work schedule for counselors/psychologists/social worker will be determined in conjunction with the Building Principal involved.
- B. Counselors/psychologists/social workers will be paid for summer work at the rate of 10% per month of their salary for the current ten months of service as computed in paragraphs A and B above.
- C. In recognition of the differential and additional professional responsibilities, employees covered by this section will be eligible for coaching positions, provided the position does not interfere with those additional responsibilities. A meeting will take place between the Director of Health, Physical Education and Athletics, the Building Principal, the Head Coach of the sport, and the coaching applicant to discuss the specific responsibilities of the coaching positions.

### **Registered Nurses' Salary Schedule**

Step	2018/2019	2019/2020	2020/2021
1	\$29,600	\$29,800	\$30,100
2	\$30,415	\$30,518	\$30,724
3	\$30,858	\$31,357	\$31,464
4	\$31,304	\$31,814	\$32,329
5	\$31,599	\$32,275	\$32,801
6	\$32,403	\$32,579	\$33,275
7	\$33,285	\$33,408	\$33,589
8	\$34,218	\$34,317	\$34,443
9	\$35,167	\$35,279	\$35,380
10	\$35,965	\$36,258	\$36,372

Off Step increases are as set forth in the distribution of salary increases agreed to by the District and the VTA.

2018-2019 3.3% on base salary

2019-2020 3.7% on base salary

2020-2021 3.3% on base salary

Career Incentive: Effective July 1, 2018, for those reaching the credited years of service.

15 credited years of service, effective at the employee's anniversary date \$500

20 credited years of service, effective at the employee's anniversary date \$900

25 credited years of service, effective at the employee's anniversary date \$1,100

30 credited years of service, effective at the employee's anniversary date \$1,300

1. Registered nurses will receive the same fringe benefits as teachers, with the exception of sabbatical and teacher award participation.
2. Registered nurses are excluded from the tenure and probationary law provisions which apply to teachers. Registered nurses are appointed to a one year probationary period and may be dismissed or disciplined for cause.
3. Registered nurses will be evaluated a minimum of once per school year, no later than April 15<sup>th</sup>. Whenever possible, the written evaluation will be given to the nurse within ten working days following the evaluation conference. Registered nurses will be evaluated with a standard District evaluation.
4. The District will pay for approved courses.
5. All nurses will have a 30 minute duty-free lunch. Each office will be supervised by an appropriate aide or clerical staff member during this time.

6. Effective July 1, 2018, with prior approval, nurses will be paid \$20.80 per hour for work required beyond the contractual work day to complete State and local required health forms. This rate will increase 2% in each subsequent school year, 2019-2020 & 2020-2021.
7. Nurses attending overnight trips in order to perform nursing type services will be compensated at their daily rate of pay for every night of the trip.

### **Teaching Assistant Salary Schedule**

<b><u>Step</u></b>	<b>2018/2019</b>	<b>2019/2020</b>	<b>2020/2021</b>
1	\$24,200	\$24,400	\$24,700
2	\$24,847	\$24,950	\$25,156
3	\$25,310	\$25,617	\$25,724
4	\$25,780	\$26,095	\$26,411
5	\$26,130	\$26,579	\$26,904
6	\$26,773	\$26,940	\$27,403
7	\$27,539	\$27,603	\$27,775
8	\$28,285	\$28,393	\$28,459
9	\$29,045	\$29,162	\$29,273
10	\$29,994	\$29,946	\$30,066
11	\$30,853	\$30,924	\$30,874
12	\$31,679	\$31,809	\$31,882
13	\$32,495	\$32,661	\$32,795
14	\$33,194	\$33,502	\$33,673

Off Step increases are as set forth in the distribution of salary increases agreed to by the District and the VTA.

2018-2019 3.3% on base salary  
2019-2020 3.7% on base salary  
2020-2021 3.3% on base salary

Career Incentive: Effective July 1, 2018, for those reaching the credited years of service.

15 credited years of service, effective at the employee's anniversary date \$500  
20 credited years of service, effective at the employee's anniversary date \$900  
25 credited years of service, effective at the employee's anniversary date \$1,100  
30 credited years of service, effective at the employee's anniversary date \$1,300

Additional work beyond the contractual requirements for Teaching Assistants will be compensated at \$20.40 hourly except that Teaching Assistants who earned a higher hourly rate in the school year shall continue at that higher hourly rate.

**Co-Curricular Pay Scale: (Schedule H)**

<u>Group</u>	<b>2018/2019</b>	<b>2019/2020</b>	<b>2020/2021</b>
I	\$1136	\$1153	\$1165
II	\$1458	\$1480	\$1495
III	\$1852	\$1880	\$1899
IV	\$2915	\$2959	\$2988

	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>	<b>Group 4</b>
H	Academic Teams Asst.	Junior Class Advisor (2)	Dollars for Scholars	Academic Teams
I	Aquatics Leaders	Medical Explorers	Global Compt. Club	Yearbook
G	Art Club	National Honor Society	Key Club (2)	
H	Chess Club	Outdoor Activities Club	Math Academic Team	
	Drama Club	SEAS Club	Senior Class Advisor	
S	FIRST Robotics Asst.	Yearbook Asst.	(2)	
C	French Club	Victor Cares (2)	Student Council (2)	
H	Freshman Class Adv.		DECA (Business Club)	
O	Global Comp. Asst.		(2)	
O	International Club		Link Crew (2)	
L	Literary Magazine			
	Spanish Club			
	Soph. Class Advisor			
	Tri-M Honor Society			
	Quiddich			
J	Big Time Friends	Challenge Bowl	Student Council (2)	
R	Culinary Club	Garden Club	Yearbook	
	French Club			
H	Jazz Band			
I	Math Olympiad			
G	Young Men's			
H	Leadership			
	Young Women's			
	Leadership			
I	Math Olympiad (2)			
N	Student Council (2)			
T				

These following allocations will be made to address movement between categories or bands listed above:  
2018/2019 Up to \$1600, 2019/2020 Up to \$1800, 2020/2021 Up to \$2000

Stipends for co-curricular clubs and advisors will increase 2.0% July 1, 2018, 1.5% on July 1, 2019, and 1.0% on July 1, 2020.



Criteria established at the building levels will determine appropriate scope of work involved in each band. A building committee of two administrators and two unit members will review each club annually and propose changes between bands within the financial limits stated above. Annual recommendations will be sent to Human Resources prior to March 1<sup>st</sup> for changes in the subsequent year.

### **Music and Robotics Pay Scale**

<u>Group</u>	<b>2018/2019</b>	<b>2019/2020</b>	<b>2020/2021</b>
I	\$1385	\$1427	\$1470
II	\$2002	\$2062	\$2124
III	\$3001	\$3091	\$3184
IV	\$3337	\$3437	\$3540
V	\$4172	\$4297	\$4426

<b>Group I</b>	<b>Group II</b>	<b>Group III</b>	<b>Group IV</b>	<b>Group V</b>
Marching Band - Summer Asst.	Marching Band Asst. (2)	Fall Color guard	Play Director	Marching Band Director
Drill Instructor	Musical Asst. SH (9)	Percussion Instructor	Winter Color guard	SH Musical Director
Jazz Ensemble	Brass Instructor		Marching Band Drill Designer	JH Musical Director
Stage Technician Fall Play	Percussion Ensemble Technician (Drum line)		Percussion Ensemble Director (Drum line)	FIRST Robotics
Play Asst.(4)	Musical Asst. (Play) JH (9)			
Cadet Guard Director				
Color Guard – Technician				

In the event a unit member's salary would be less under this Agreement than the prior year's schedule, the unit member will not be harmed by this Agreement with a reduction in pay.

### **Music/Robotics Service Credit**

Beginning July 1, 2018, an annual service credit of \$350 will be awarded to those who have achieved the following experience level below as of 7/1/2018.

10 years of credited service to the District in a specific position

### **Payment For Co-Curricular Activities**

#### **Other Activities**

Concerts/Musical Festival/Art Exhibit      \$221.72

#### **Music Teachers**

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

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

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

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

Commencement will be a paid assignment.

Stipends for music and robotics co-curricular positions will increase 3.0% in each year of the contract.

#### **Festivals**

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

#### **Art Teachers**

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

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

#### **Pep Band**

\$71.08 per game.

## **PROCEDURES**

### **Formation of New Clubs**

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

B. A club may be approved for a trial school year following the above procedure, and such a trial year shall be without compensation. After the trial year, the advisor for the club may apply for compensation as the advisor for the club on an on-going basis. If the club is then approved following the procedure above, the Association and the School will negotiate the amount of the stipend. The total number of compensated clubs shall not increase in any single year by more than two.

C. Club advisors for activities at the Intermediate School will be compensated at the rate of \$250 per semester for up to four activities annually. These advisor positions are to be determined by the Building Principal and approved by the Assistant Superintendent for Personnel.

## **YEAR-END PROCEDURES**

### **All Clubs/Activities**

Prior to the end of each school year, the club advisor will submit to the Building Principal a brief summary of the club's activities during that year and any recommendations for improvement of such organization club during the following year. The Association and the District may agree to replace listed clubs based on a review of club activity, student participation, relevance, and duration.

## **Teacher Leader (T.L.) Positions**

Effective July 1, 2019: The following structure will be established for the teacher leader positions.

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

### **Strand 1 \$3800**

Bilingual Education & World Languages T.L. (K-12)	(1)
Career Occupational Studies T.L.	(1)
ELA Building Level T.L. (K-3)	(2)
English/Language Arts T.L. (9-12)	(1)
Library/Media T.L.	(1)
Math Building Level T.L. (K-3)	(2)
Math T.L. (9-12)	(1)
Music T.L. (K-12)	(1)
PE & Health T.L. (K-6)	(1)
PE & Health T.L. (7-12)	(1)
School Counseling (K-12)	(1)
School Psychologist (K-12)	(1)
Science T.L. (9-12)	(1)
Social Studies T.L. (9-12)	(1)
Special Education (K-12)	(1)
Theater Arts T.L. (K-12)	(1)
Visual Arts T.L. (K-12)	(1)

### **Strand 2 \$3300**

Elementary Grade T.L. (K-3)	(4)
Science & Social Studies T.L. (K-3)	(2)
Special Education T.L. (PreK, Int, JH, HS)	(4)

### **Strand 3 \$2900**

Chemical Hygiene Officer T.L.	(1)
Instructional Technology/Computer T.L.	(4)
Nursing T.L. (K-12)	(1)
Math AIS T.L. (K-6)	(1)
ELA AIS T.L. (K-6)	(1)
Social Studies T.L. (4-6)	(1)
Science T.L. (4-6)	(1)
ELA Building Level T.L. (4-6)	(1)
Math Building Level T.L. (4-6)	(1)
Intermediate ELA T.L. (Grade Levels 4-6)	(3)
Intermediate Math T.L. (Grade Levels 4-6)	(3)
Bilingual Education & World Languages T.L. (6-8)	(1)
English/Language Arts T.L. (7-8)	(1)
Math T.L. (7-8)	(1)

Science T.L. (7-8)	(1)
Social Studies T.L. (7-8)	(1)

**Strand 4 \$1500**

Intermediate Elementary Grade T.L. (4-6)	(3)
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Aquatics Director  
3 Stipends per school year \$1400

## INTERSCHOLASTIC ATHLETICS

### Coaches' Evaluations

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

### Coaches' Salaries

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

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

Stipends in Athletics will increase 2.0% July 1, 2018, 1.5% July 1, 2019, and 1.0% July 1, 2020.

### COACHING - GROUPS

#### Group I

Head Basketball (2) - 1 Boys, 1 Girls  
Head Football  
Head Swimming - Boys  
Head Wrestling  
Head Hockey

#### Group II

Head Baseball  
Head Swimming - Girls  
Head Track (2) - 1 Boys, 1 Girls  
Head Softball  
Head Soccer (2) - 1 Boys, 1 Girls  
Head Volleyball (2) - 1 Boys, 1 Girls  
Head Lacrosse (2) - 1 Boys, 1 Girls  
Head Cross Country  
Head Winter Cheerleading  
Asst. Varsity Football  
Strength and Conditioning

### Group III

Head Tennis (2) - 1 Boys, 1 Girls  
Head Winter Track  
Head Fall Cheerleading

### Group IV

Alpine Ski  
Asst. Basketball (5) - Boys (3): Varsity Assistant, JV, Freshman. Girls (2): Varsity Assistant, JV.  
Asst. Football (9) - Includes Varsity, JV Freshmen and Modified  
Asst. Swimming - Boys  
Asst. Winter Cheerleading – 1 JV  
Asst. Wrestling (2) - 1 Varsity Assist, 1 JV  
Head Golf  
Head Bowling  
Asst. Hockey  
Modified Basketball  
Modified Wrestling  
Modified Swimming  
Modified Cheerleading  
Unified Basketball

### Group V

Asst. Baseball- (1) Varsity Assistant, (1) JV Coach  
Asst. Softball- (1) Varsity Assistant, (1) JV Coach  
Asst. Cross County (2)  
Asst. Soccer (4) - Boys (2): Varsity Assistant, JV. Girls (2): Varsity Assistant, JV.  
Asst. Volleyball (2) 1 Boys, 1 Girls  
Asst. Lacrosse (4) - Boys (2): Varsity Assistant, JV. Girls (2): Varsity Assistant, JV.  
Asst. Track (3)  
Asst. Tennis (2) - 1 Boys, 1 Girls  
Asst. Winter Track  
Asst. Swimming (G)  
Asst. Fall Cheerleading (2) – 1 Varsity Assistant, 1 JV  
Asst. Golf – (1) JV

### Group VI

Modified Soccer (4) - 2 Boys, 2 Girls  
Modified Softball (2)  
Modified Baseball (2)  
Modified Tennis (2) - 1 Boys, 1 Girls  
Modified Track (2) - 1 Boys, 1 Girls  
Modified Lacrosse (3) - 2 Boys, 1 Girls  
Modified Volleyball (2) - 1 Boys, 1 Girls



### Coaches' Pay Schedule

1 – 4 Years			
Group	2018/2019	2019/2020	2020/2021
1	\$5504	\$5587	\$5643
2	\$4876	\$4949	\$4998
3	\$4245	\$4309	\$4352
4	\$4088	\$4149	\$4190
5	\$3460	\$3512	\$3547
6	\$2989	\$3034	\$3064

5 - 8 Years			
Group	2018/2019	2019/2020	2020/2021
1	\$6918	\$7022	\$7092
2	\$6291	\$6385	\$6449
3	\$5661	\$5746	\$5803
4	\$5504	\$5587	\$5643
5	\$4876	\$4949	\$4998
6	\$4403	\$4469	\$4514

9 and Up Years			
Group	2018/2019	2019/2020	2020/2021
1	\$8493	\$8620	\$8706
2	\$7862	\$7980	\$8060
3	\$7241	\$7350	\$7424
4	\$7076	\$7182	\$7254
5	\$6447	\$6544	\$6609
6	\$5975	\$6065	\$6126

### COACHING SERVICE CREDIT

1. Beginning July 1, 2015, an annual service credit of \$350 will be awarded to coaches who have achieved one of the experience levels below as of 7/1/2015:
  - 10 years of credited coaching service to the District in one sport
  - 15 years of credited coaching service to the District in one sport
  - 20 years of credited coaching service to the District in one sport
  - 25 years of credited coaching service to the District in one sport
  
2. In the event a unit member's salary would be less under this Agreement than the prior year's salary, the unit member will not be harmed by this Agreement with a reduction in pay.

**MEMORANDUM OF AGREEMENT**  
("hereinafter "MOA")

**THIS AGREEMENT** is entered into as of the 31<sup>st</sup> day of March, 2004, by and between the Victor Central School District ("Employer") and the Victor Teachers' Association ("Association") and does hereby amend the terms of the existing 2003-2007 collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective March 31, 2004, the Employer and Association agree to the following:

1. The Employer agrees to make an Employer Non-elective Contribution to the 403b account of each covered employee who is eligible for the retirement incentive as provided for in Article XV, Section B of the existing Collective Bargaining Agreement, which contribution shall be remitted, in accordance with all of the terms of this Memorandum of Agreement, by no later than the first payroll in July of the calendar year in which the Employee retires. The amount of that Employer Non-elective Contribution shall be based upon the retirement incentive sum, and shall be subject to the remaining terms and conditions of this MOA.
2. **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.
3. **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.

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:

For all members in the New York State Teachers' Retirement System ("TRS") and the New York State & Local Employees' Retirement System ("ERS") the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution.

4. **403(b) Accounts.** Employer contributions shall be deposited into the 403(b) account through the designated provider as selected by the parties.

5. **Tier I Adjustments.** For Tier I members with membership dates prior to June 17, 1971<sup>1</sup>, the Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
6. 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.
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.

For Employer

By: *Richard McElhannon*

Dated: 4-5-04

For the Association

By: *Babette M. Haber*

Dated: 4/8/04

<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 member.

## LETTER OF UNDERSTANDING – Employee Assistance Program

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

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

The Committee will meet for the following purposes:

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

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

Approved by:

VICTOR CENTRAL SCHOOL DISTRICT

By: \_\_\_\_\_  
*Timothy McElheran*  
*Superintendent of Schools*

Dated: September 11, 2003

VICTOR TEACHERS ASSOCIATION

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

Dated: September 11, 2003

## Professional Courtesy/Attendance Policy

A unit member residing outside the Victor Central School District will be allowed to enroll his/her children in the District under the following circumstances:

- A. Transportation to and from school is provided by the unit member;
- B. Space is available (no additional cost to the District); and
- C. 50% tuition is paid by the unit member prior to enrollment of the child.
- D. A maximum of six (6) students will be permitted to attend the Victor Schools during the term of this agreement.

It is expressly agreed that this agreement will expire on June 30, 2009, unless extended by both parties.

\_\_\_\_\_  
For the Victor Teachers' Association

\_\_\_\_\_  
For the Victor Central School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

