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AGREEMENT

Between The

SUPERINTENDENT

Of the

STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT

And the

STOCKBRIDGE VALLEY TEACHERS' ASSOCIATION

July 1, 2002 to June 30, 2006

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article I</td>
<td>Preamble</td>
<td>1</td>
</tr>
<tr>
<td>Article II</td>
<td>Recognition</td>
<td>2</td>
</tr>
<tr>
<td>Article III</td>
<td>Definition</td>
<td>2</td>
</tr>
<tr>
<td>Article IV</td>
<td>Negotiation Procedure</td>
<td>3</td>
</tr>
<tr>
<td>Article V</td>
<td>Professional Practices Committee</td>
<td>4</td>
</tr>
<tr>
<td>Article VI</td>
<td>Professional Development &amp; Educational Improvement</td>
<td>5</td>
</tr>
<tr>
<td>Article VII</td>
<td>Teacher Assignment, Transfer and Vacancies</td>
<td>6-8</td>
</tr>
<tr>
<td>Article VIII</td>
<td>School Facilities</td>
<td>9</td>
</tr>
<tr>
<td>Article IX</td>
<td>Teaching Hours, Teaching Load and Class Size</td>
<td>10-11</td>
</tr>
<tr>
<td>Article X</td>
<td>Luncheon Supervision</td>
<td>12</td>
</tr>
<tr>
<td>Article XI</td>
<td>Instructional Materials</td>
<td>13</td>
</tr>
<tr>
<td>Article XII</td>
<td>Teacher Evaluation</td>
<td>14-20</td>
</tr>
<tr>
<td>Article XIII</td>
<td>Sick Leave and Personal Days</td>
<td>21-25</td>
</tr>
<tr>
<td>Article XIV</td>
<td>Maternity/Parental Leave</td>
<td>26</td>
</tr>
<tr>
<td>Article XV</td>
<td>Sick Leave Bank</td>
<td>27-28</td>
</tr>
<tr>
<td>Article XVI</td>
<td>Grievance Procedure</td>
<td>29-32</td>
</tr>
<tr>
<td>Article XVII</td>
<td>Miscellaneous</td>
<td>33-34</td>
</tr>
<tr>
<td>Article XVIII</td>
<td>Retirement Notification</td>
<td>35</td>
</tr>
<tr>
<td>Article XIX</td>
<td>Salaries and Other Compensation</td>
<td>36-38</td>
</tr>
<tr>
<td>Article XX</td>
<td>Health/Dental/Vision Insurance</td>
<td>39-40</td>
</tr>
<tr>
<td>Article XXI</td>
<td>Licensed Teaching Assistants/Nurses</td>
<td>41</td>
</tr>
<tr>
<td>Article XXII</td>
<td>Legislative Action</td>
<td>42</td>
</tr>
<tr>
<td>Article XXIII</td>
<td>Savings Article</td>
<td>42</td>
</tr>
<tr>
<td>Article XXIV</td>
<td>Agreement for Distance Learning</td>
<td>43-45</td>
</tr>
<tr>
<td>Article XXV</td>
<td>Duration of Agreement</td>
<td>46</td>
</tr>
<tr>
<td>Appendix A</td>
<td>2002-2003 Salary Schedule for Teachers</td>
<td>47</td>
</tr>
<tr>
<td>Appendix B</td>
<td>2003-2004 Salary Schedule for Teachers</td>
<td>48</td>
</tr>
<tr>
<td>Appendix C</td>
<td>2004-2005 Salary Schedule for Teachers</td>
<td>49</td>
</tr>
<tr>
<td>Appendix D</td>
<td>2005-2006 Salary Schedule for Teachers</td>
<td>50</td>
</tr>
<tr>
<td>Appendix E</td>
<td>Salary Schedule for Licensed Teaching Assistants</td>
<td>51</td>
</tr>
<tr>
<td>Appendix F</td>
<td>Salary Schedule for Registered Nurse</td>
<td>52</td>
</tr>
<tr>
<td>Appendix G</td>
<td>Extra-Curricular Activities</td>
<td>53</td>
</tr>
<tr>
<td>Appendix H</td>
<td>Extra-Curricular Activities (Coaching)</td>
<td>54</td>
</tr>
<tr>
<td>Appendix I</td>
<td>Extra-Curricular Activities (Modified Coaching)</td>
<td>55</td>
</tr>
<tr>
<td>Appendix J</td>
<td>Extra-Curricular Activities (Club Advisorships/Other Duties)</td>
<td>56-57</td>
</tr>
<tr>
<td>Appendix K</td>
<td>Longevities</td>
<td>58</td>
</tr>
</tbody>
</table>
ARTICLE I

PREAMBLE

The Board of Education of the Stockbridge Valley Central School District #1, the Administrators and the Stockbridge Valley Teachers' Association recognize that the highest quality of education consistent with community, state and national resources is a common responsibility. Relationships must therefore be established which are on this goal and on the concept of education as a public trust.

The Board, the Administrators and the Association firmly believe that the primary function of the Board, the Administrators and the Association is to assure each boy and girl attending the Stockbridge Valley Central School District the highest level of educational opportunities attainable. The Board recognizes that teaching is a profession; the Board, the Administrators and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation and effective communications exist between the Board, the Administrators and the Association.

The parties do, therefore, mutually covenant and agree as follows:
ARTICLE II

RECOGNITION

A. Nature and Terms

The Stockbridge Valley Board of Education, having determined that the Stockbridge Valley Teachers' Association is supported by a majority of the employees in the unit consisting of all full-time/part-time regular, probationary or tenured professional teaching employees, registered nurses, and licensed teaching assistants; retired teaching employees, registered nurses, licensed teaching assistants and long term substitutes; but excluding all administrative employees, hereby recognizes the Stockbridge Valley Teachers' Association as an exclusive representative of the personnel in such unit. Such recognition shall extend until June 30, 2006 and for successive three years periods thereafter, unless there appears a legitimate challenge.

B. Dues Deduction

The Board agrees to deduct from the salaries of its teachers dues for the Stockbridge Valley Teachers' Association and the NEA-NY, as said teachers individually and voluntarily authorize the Board to deduct. Teacher authorization will be in writing on the form provided by the Stockbridge Valley Teachers' Association.

1. Deductions referred to in the above section will be made in equal payroll installments during the school year beginning with the first pay period in October.

2. No later than September 30th each year the Association will provide the Board the dues authorization cards for each new member and a list of all present members in the Association.

3. Payroll deducted dues for the Stockbridge Valley Teachers' Association and the NEA-NY shall be transmitted to the Stockbridge Valley Teachers' Association the first of each month beginning with November 1st.

ARTICLE III

DEFINITION

A. The terms "Board of Education" or "Board" mean the Board of Education of the Stockbridge Valley Central School District.

B. "Association" and "SVTA" means the Stockbridge Valley Teachers' Association.

C. The term "teacher" shall refer to all employees represented in the negotiation unit.
ARTICLE IV

NEGOTIATION PROCEDURE

A. Negotiation Teams

The designated representatives of the Superintendent will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

B. Dates

No later than February 1st of the final year of the present agreement, the parties will enter into good faith negotiations over a successor agreement covering an agreed upon length of time. Proposals to be negotiated by the Association and the Superintendent's designated representative(s) shall be submitted in writing at the first meeting. Once this exchange of proposals has been completed, no new demands may be submitted to either party, unless mutually agreed by the two (2) parties. Additional meetings shall be held as may be required to reach understandings on the issues or until an impasse is reached.

C. Representatives

Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counterproposals and reach agreements in the course of negotiations.

D. Exchange of Information

Both parties shall furnish each other, upon reasonable request, all available, non-confidential information pertinent to the issue(s) under consideration.

E. Reporting

The parties agree that the procedure of all negotiation meetings shall not be publicly released, except under the following conditions:

1. If an impasse, as defined in Section 209 of the Taylor Law, is reached and the procedures are implemented, the parties are free to release statements to the public.
2. When the Association and the Board have ratified the agreement, the President of the Association and the Superintendent will meet and jointly release the contents of the agreement to the general public.
The Board, The Superintendent and the Association agree to establish a permanent Professional Practices Committee for the study of conditions relating to the Stockbridge Valley Central School System.

1. The Professional Practices Committee shall be composed of four (4) members (one of whom is designated "co-chairperson") chosen by the Board President and four (4) members (one of whom is designated "co-chairperson") chosen by the President of the Association. Committee members shall be appointed by September 15th of each year.

2. This committee shall meet whenever deemed necessary by either the Administrators or the Association, but in no case any more frequently than once per month. An agenda of items shall be exchanged by the District and faculty members of the committee in advance of the meeting.

3. Members of this committee may invite consultants to participate in the discussions of these meetings.

4. The Professional Practices Committee may establish ad-hoc committees (including additional members) to discuss specific concerns.

5. These committees shall consult with the Administrators and personnel of a department or of a grade level in which the study is concerned. These Administrators and personnel shall offer assistance, recommendations and evaluations of the proposals from the committee.

6. The written recommendations of the committees shall be forwarded to the Superintendent and the Board for evaluation and/or establishment of Board policy.
ARTICLE VI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. A continuing policy of the District is to encourage staff members to grow professionally. To this end, the District will continue to support staff attendance at teachers' meetings and conferences.

B. Requests to attend professional meetings must be submitted to the Superintendent at least two (2) weeks in advance of the meeting, if possible.

C. Each teacher attending a meeting or conference shall be reimbursed for reasonable expenses (meals, fees, lodging and transportation when no school vehicle is provided), provided that the payment of such expenses has been approved by the Superintendent.

D. Approved mileage will be reimbursed at the rate of thirty-one cents ($.31) per mile.

E. Any teacher who has been authorized to attend such sessions shall do so without loss of salary, sick leave or personal leave time.

F. The Association shall be provided with a total of six (6) days per year without loss of pay to attend NEA-NY meetings/conferences, conferences or conventions. No more than two (2) teachers may be absent at any one time to attend such conferences or conventions upon application to the Superintendent. Such leave will not be charged against personal or sick leave. The Association will bear all expenses for the conference(s).
ARTICLE VII

TEACHER ASSIGNMENT, TRANSFER AND VACANCIES

A. The Assignment of Teachers

1. The Superintendent and/or his/her designated representative shall assign all personnel to their specific positions, which shall be reduced to writing and shall indicate specifically all major responsibilities which such assignment requires.

2. No later than March 15th, all teachers will be notified in writing of their tentative teaching assignment for the following year. If a change should occur in this tentative assignment, the teacher will be notified of the change as soon as possible. Upon request by the teacher, a consultation shall be held which shall include the Superintendent, the teacher, and if the teacher so desires, a representative of his/her choice. All good-faith efforts should be used to resolve any objections of the teacher in this assignment.

3. No regular, special or other assigned teacher shall be used as a substitute teacher, except in cases of emergency and only after every effort has been made to employ a substitute teacher.

B. Transfers

1. No later than March 1st of each school year, any teacher desiring a change in grade and/or subject assignment for the following year shall file a written statement requesting such change with the Superintendent or his/her designated representative. Such desires shall be honored to the extent that they do not conflict with qualifications, certification or the best interests of the School District and to the extent that such vacancies are available.

2. No teacher shall be transferred or reassigned out of his/her tenure area.

C. Vacancies

When an existing position, a new position or a substantial change of duties in an existing position (including extra-curricular positions) is contemplated, the Superintendent shall first offer qualified employees any position covered by this contract. If qualified employees refuse any position, the District shall make every effort to hire certified personnel. Notification of vacancies shall be given to the Association President at the same time as, or prior to, public advertisement of the position.
ARTICLE VII

TEACHER ASSIGNMENT, TRANSFER AND VACANCIES

(continued)

D. Summer Employment

In the event money is available and the Superintendent feels a need exists for summer employment, a committee of three (3) teachers selected by the Association President, an Administrator and the Superintendent shall be formed to develop criteria for such employment and make recommendations as to which teachers should be employed.

Summer employment may be provided for curriculum development and/or revision, graduate work, study, travel or other educationally sound purposes.

E. Volunteers to Cover Classes

In order to fill an ever-increasing need for substitute teachers, the District and the Association agree to seek volunteers to cover the classes of the absent teachers. By agreeing to volunteer to cover a class, the teacher agrees to give up their planning period to teach and cover the required material that has been provided by the absent teacher.

In the elementary, the compensation for volunteering to give up a planning period will be $35.00 (Length of period 40 minutes), Maximum payment of $100, if the situation calls for extended coverage. In the high school the compensation for volunteering to give up a planning period will be $50.00 (length of period 77 minutes). If classes are split up, then the compensation will be prorated depending on the percentage of students with each teacher.

F. Retired Substitute Teachers

Retired certified teachers and licensed teaching assistants will be offered the opportunity to substitute in the District at the rate of $90.00 per day for certified teachers and $65.00 per day for teaching assistants.

G. Substitute Teacher Salary Schedule

Daily Substitute:

Daily substitutes are those serving on a daily and/or occasional basis. They shall be paid on the following basis:

Uncertified: $60.00
Certified: $65.00
ARTICLE VII

TEACHER ASSIGNMENT, TRANSFER AND VACANCIES

(continued)

Regular Substitute:

Regular substitutes are those substitute assigned to continuous teaching service in a teaching position for twenty (20) teaching days or more. A Regular Substitute shall receive daily substitute pay for the first twenty (20) teaching days of continuous service in a teaching position. Commencing with the twenty-first (21st) teaching day of continuous service in a teaching position, a Regular Substitute shall:

1. Be placed on Step 1 (BA Level) of the Teachers’ Salary Schedules, and
2. Have the option to receive Medical Insurance Benefits on the same terms and conditions as the Teacher he/she is temporarily replacing only if the Teacher he/she is temporarily replacing is not receiving such Medical Insurance Benefits.

Term Substitute:

Term substitutes are those substitutes assigned to replace teachers who have requested a leave of absence for one (1) semester or longer. Term substitutes shall be employed on step* on the Teachers’ Salary Schedule.

Step:

The salary after the 20th day for regular substitutes, and for all term substitutes, will be established by the Superintendent. The teacher will be placed on the schedule between Step I and Step V with credit given for hours beyond a bachelor’s degree. Days spent teaching in the District, as a substitute shall accumulate. When one hundred sixty (160) days are accumulated, it would enable the substitute to the placement on the next step of the Teachers’ Salary Schedule should a regular or term position be offered. Substitutes will not be placed above Step V of the Teachers’ Salary Schedule under any circumstances.
ARTICLE VIII

SCHOOL FACILITIES

A. Members of the Stockbridge Valley Teachers' Association will have the privilege of using the school building, equipment and other facilities at reasonable times for meetings, events or other school connected activities, provided such activities do not interfere with pre-scheduled school functions and have proper clearance from the Superintendent. The Association is to purchase its own supplies and pay for postage.

B. Bulletin Boards shall be provided in each faculty lounge for announcement of vacancies, meetings or other business. The Association may use the bulletin boards for its announcements and its business, as well.

C. The Association may use the faculty lounge for maintaining files, holding conferences, etc.

D. Transportation

Teachers will not be required to use their personal automobiles to drive pupils to or from activities which occur away from or on school premises.

E. Parking Facilities

The Superintendent or his/her designee shall be responsible for all parking assignments.
ARTICLE IX

TEACHING HOURS, TEACHING LOAD AND CLASS SIZE

A. The length of the regular school day for all members covered by this Agreement will be from 8:00 a.m. to 3:16 p.m.

B. The length of the regular school day for the last working day of each week or the day immediately preceding a vacation period will be from 8:00 a.m. until the completion of the last regularly scheduled period (2:34 p.m.) for that day.

C. All members covered by this Agreement shall have a duty-free lunch period of not less than thirty (30) minutes scheduled between the hours of 11:00 a.m. and 1:00 p.m.

D. Each elementary teacher shall have at least one preparation period per day which may coincide with the time that a special teacher is in charge of his or her class. If possible, unassigned time will be consecutive.

E. Each teacher in Grades 7-12 shall have at least one unassigned period each day. If possible, unassigned time will be consecutive.

F. Class size in both the elementary and secondary levels shall be such as to foster a sound learning environment for all District students.

G. Wherever grouping of students for instruction and/or supervision is found to be detrimental to the total educational program of the District, corrective measures should be undertaken to improve this condition.

H. The class size for each elementary teacher should not exceed twenty-five (25) pupils per class. If the average class size for an elementary grade level exceed twenty-five (25), an aide will be made available to assist those classroom teachers affected for a period of time deemed reasonable by those teachers.

I. The class size for each instructional period in Grades 7-12 should not exceed thirty (30) pupils with supervisory periods limited to forty (40) pupils per teacher. The District realizes these numbers to be excessive for optimum educational achievement, and will strive to keep the classes below these levels.

J. All staff members covered by this Agreement will not be required to serve as a faculty advisor to more than one (1) student group.

K. Teachers who volunteer to coach, advise, or chaperone activities will receive remuneration for time spent in such activity according to the Extra-curricular Appendices.
ARTICLE IX
TEACHING HOURS, TEACHING LOAD AND CLASS SIZE

(continued)

L. The District will provide someone to do clerical work for teachers in Grades K-12.

M. Each teacher in Grades 7-12 will have a maximum of three (3) teaching classes or two (2) teaching classes and a study hall each semester. The number of classes taught shall be evenly distributed among members of a department.

N. Any variance, on a scheduled basis, in the length of the regular school day for unit members will be arranged jointly between the Association officers and the Administration.

O. Subject to the approval of the Superintendent, teachers in Grades K-12 may be granted four (4) one-half (1/2) days per year, as schedule permits by the school District, for the purpose of staff development, grade level planning and/or curriculum development.

P. Unique Circumstances in Assignments
1. A teacher or teachers shall receive an additional stipend when scheduling denies them their appropriate preparation period.
2. The teacher or teachers will receive a stipend of $2,000.00 per semester.
3. Individual teacher’s participation in this plan is voluntary.
4. No current teacher in a tenure area shall be subject to a reduction in force, in whole or part, as a result of this method of alleviating such scheduling difficulties.

Q. If curriculum revision, home instruction, or attendance at BOCES meetings is required outside of the normal workday or work year, it shall be compensated for at the rate of twenty-five ($25.00) per hour. Unit members must have prior approval from the superintendent to receive said compensation.

R. Teachers currently employed within the District shall be offered the first opportunity to teach summer school, offer home instruction, or develop curriculum if offered by the home District.

S. In order to provide the academic intervention services for the students of SVCS, the District will seek volunteers from the membership who are qualified to offer instruction in the mandated academic areas. The volunteers will be paid $900.00 per semester. Instruction will be provided from 2:40 PM until 3:16 PM. Three (3) days per week or five (5) days during S-block (10:55 to 11:25) Payment for volunteers will be provided in a separate check from the regular payroll check.
ARTICLE X

LUNCHEON SUPERVISION

A. 1. If it is necessary, as determined by the Superintendent, to have teachers supervise the lunchroom, volunteers will be requested by the Superintendent.

2. The people who volunteer for lunchroom supervision will be compensated $500.00 per semester with an increase of $25.00 per semester for each additional semester that they continue to volunteer.

3. Lunchroom supervision by volunteers will not be considered as part of the teacher's normal daily duties.

B. If there are not enough volunteers, the Superintendent may assign teachers to supervise the lunchroom as part of their daily duties, provided such assignment is not in violation of any other provisions of this Agreement.

C. The limitation of forty (40) pupils per teacher does not apply to lunchroom supervision, provided that a minimum of four (4) teachers are supervising the lunchroom at any given period.

D. Lunchroom supervision will not appear on the Master Schedule nor will it control the scheduling of teachers.
ARTICLE XI

INSTRUCTIONAL MATERIALS

A. All instructional personnel covered by this Agreement will submit their annual budget requests in accordance with the school budget calendar. A copy of the requests will be retained by the teacher.

B. All requests will be reviewed by the administration and the teacher prior to rejection of any budget requests.

C. Approved budget request forms will be returned to the staff by June 1st.
ARTICLE XII

TEACHER EVALUATION

A. All monitoring or observation of the work of a teacher shall be conducted openly.

B. During the probationary period, a teacher shall be observed at least two (2) times during each year. The observation reports will be placed into the teacher’s personnel folder. A minimum of one (1) formal observation will be made during the first semester; a second during the second semester. For each one of the two (2) required formal observations, a pre and post conference will be held. Pre-conferences are not required for additional observations. A post-conference will be held for all observations.

C. After obtaining tenure status, each teacher will be observed at least once each year and/or will have the option to participate in a Personalized Professional Development Plan. (see Option B) The observation reports will be placed into the teacher’s personnel folder. All classroom observations will be made using the agreed upon observation instrument.

D. All observations shall be reduced to writing. A copy of the observation will be given to the teacher within seven (7) school days after the observation. The teacher shall sign the observation and may add any comments to the file copy of the observation that he/she desires. The teacher’s signature on the observation does not necessarily indicate his/her agreement thereto.

E. Each formal observation of a teacher in a teaching situation shall be for a reasonable length of time and shall be more than just a casual visit to the classroom.

F. A teacher shall have the right to review and duplicate the contents of his/her personnel file originating after original employment, and if the teacher so desires, to have a representative of his/her own choice accompany him/her in such review.

G. A teacher may submit a written notification regarding any material placed in his/her personnel file and the notation shall be attached to the file copy of the material in question.

H. If the performance of a teacher is less than satisfactory, then said teacher must be advised along with recommendations for improvement.

I. A teacher shall have a reasonable expectation of continued employment provided that his/her service is competent, efficient and satisfactory.
ARTICLE XII

TEACHER EVALUATION

(continued)

J. If dismissal is being considered, on or before March 15th a written warning will be issued delineating specific problems with areas of improvements to be indicated. A copy of this written notice will be sent to the President of the Association.

K. If the administration is considering dismissal of a teacher, a meeting will be held between the appropriate Administrator and the teacher no later than April 30th of the school year. At that meeting, the teacher will be advised that dismissal is being contemplated.

L. No teacher, except for a first year teacher, shall be reduced in rank, discharged or otherwise penalized without just cause.

M. Anonymous material shall not be placed in a teacher’s personnel file.

N. Starting in 2004 to comply with state regulations, All teachers hired after that date will be required to receive 125 hours of approved staff development training. It is the responsibility of the teacher to follow State regulations.

O. The responsibility for tracing the approved hours is the responsibility of the Teachers, Administration and Union. Forms will be available in the District Office.

OPTION B – Personalized Professional Development Plan

Option B can be selected in two consecutive years by tenured teachers who have successfully met all district standards outlined on their previous annual evaluation. All teachers must participate in the traditional model once every three years. The annual observation is based on observation and/or goals and accomplishments collaboratively developed with teacher and administrator input.

- The teacher identifies his/her instructional goals for the year and submits goals to Principal by October 10th.

- The principal reviews the instructional plan/goals and accepts or requests a revision for resubmission. The Principal may provide guidelines to adjust professional goals for consideration by the teacher.

- The teacher takes actions to address goals. A cumulative portfolio/journal will be developed on an on-going basis throughout the year.
ARTICLE XII

TEACHER EVALUATION

(continued)

OPTION B – Personalized Professional Development Plan (Cont.)

- The summative evaluation will be completed by the teacher and the principal at least 15 days prior to the completion of the annual evaluation.

TYPICAL SEQUENCE

STEP 1 – SETTING GOALS
- Collaboratively Written
  (Teacher, & Principal)
- Small in Number
- Content, Management, Instruction

STEP 2 – INTERACTION, PORTFOLIO DEVELOPMENT
- Flexible Feedback: written, verbal, video, etc.
- Artifact Collection

STEP 3 – MID-YEAR REVIEW
- Second or Third Quarter
- “How’s it Going?”
- Adjust Goals, Interaction

STEP 4 – DATA COLLECTION/PROCUREMENT

STEP 5 – ANNUAL SUMMATIVE EVALUATION
- Written Teacher Self-Reflection
- Written Administrator and Reflection

CRITICAL CONSIDERATIONS
FOR GOAL SETTING AND EVALUATION

- Establishment of realistic/achievable targets/goals.

- Identify measurable individual efforts, skills, abilities, and accomplishments, i.e., teacher portfolios, videotapes, and student performance exemplars.

- Analysis and consideration of extraneous factors which may impact goal achievement.
ARTICLE XII

TEACHER EVALUATION

(continued)

Proposed Remedial Action Plan:
Designed to assist in developing a specific plan of action that will help identified teachers improve their teaching:

Stated Need(s):

Strategies:

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

Resource Materials:

Desired Outcomes:

Time Line:
Observer’s Summary Statement:

Teacher’s Summary Statement:

Date:
Observer’s Signature:
Teacher’s Signature:
ARTICLE XII

TEACHER EVALUATION

(continued)

MENTOR/INTERN PROGRAM

The Stockbridge Valley Teachers Association and the Stockbridge Valley School District hereby agree that the in-district preparation and training of new teachers are essential for providing quality educational opportunity for all students. To that end the parties will institute a jointly administered Mentor/Intern Program (M/IP) for that purpose.

A. The Mentor/Intern Program will provide non-tenured teachers with the support, advice and direction necessary for a successful beginning teaching experience.

This program is designed to:

Provide beginning teachers with an immediate resource to orient them to the school.

Provide beginning teachers with an immediate resource who is available to help them develop classroom situations that provide student achievement.

Develop an atmosphere of trust and rapport between the beginning teachers and their mentors so that the new teachers feel comfortable divulging his/her real concerns and problems and so that mentors can assist their peers in exploring and implementing possible solutions.

Retain new teachers beyond the first year.

B. The Mentor/Intern Program shall be administered by an M/IP Steering Committee composed of three (3) members: The Superintendent or an administrative designee, the Association President, and one other member of the bargaining unit.

C. All meetings of the M/IP Steering Committee shall take place during the normal school day.

D. The M/IP Committee shall do the following:

1. Conduct reviews of the program.
ARTICLE XII

TEACHER EVALUATION

(continued)

MENTOR/INTERN PROGRAM

2. Act as a facilitator in response to the expressed needs of mentors and/or interns. Design, implement and conduct training programs for mentors. Establish all guidelines and operations of the M/IP in a manner consistent with the provisions of this agreement.

5. Mentoring shall be voluntary.

E. Mentors shall not conduct either a summative or formative evaluation of any intern.

F. Mentor and intern interaction and communication shall be considered privileged communication.

G. No mentor shall be evaluated or subjected to discipline by the District for activities connected to his/her responsibilities as a mentor.

H. Work Load/Compensation:

1. No mentor shall be assigned more than one intern at any given time during the school year.

2. Mentors will be compensated with an additional "no reason" personal day; which if unused, will be credited to their sick day total.

Mentors

Qualifications:

1. All mentors shall be full-time, actively assigned members of the bargaining unit covered by this Agreement.

2. All mentors shall be permanently certified.

3. All mentors shall have a minimum of five (5) years of teaching experience.
ARTICLE XII

TEACHER EVALUATION
(continued)

MENTOR/INTERN PROGRAM

4. All mentors shall have outstanding classroom teaching ability as judged by evaluations.

5. All mentors shall have the ability to work cooperatively and effectively with other professional staff members;

6. All members shall have extensive knowledge of a variety of classroom management and instructional techniques.

Selection

Teachers wishing to become mentors will apply to the Mentor Selection Committee. The Committee will be composed of the Superintendent or an Administrative designee, the President of the Association, and one other member of the bargaining unit.

1. Applicants will be screened by the Committee.

2. Mentoring shall be voluntary.
ARTICLE XIII

SICK LEAVE AND PERSONAL DAYS

A. Sick Leave

1. Regularly employed teachers will be entitled to sick leave for reasons of personal illness, injury or medical examinations. Teachers shall report their absence due to illness at least one (1) hour prior to duty and shall so state the reason for the absence.

2. A teacher may use up to fifty percent (50%) of his/her accumulated sick leave or thirty (30) days of such per year, whichever is greater, for family illness.

3. For the duration of this contract, all teachers covered by this Agreement shall be allowed twelve (12) sick leave days per year, all of which if unused shall be allowed to accumulate to a total of two hundred fifteen (215) full days.

4. Teachers will be entitled to accumulate sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day, provided the teacher(s) notifies the appropriate Principal that he/she will be unable to report because of illness, death or serious illness in the family, or for any other reason for which he/she is entitled to be absent from duty.

5. Any teacher employed on an eleven (11) or twelve (12) month basis shall have his/her sick leave pro-rated accordingly, with twelve (12) days allowed to accumulate as in Section "3", above.

6. Continuous sick leave in excess of three (3) days may require submission of a doctor's certificate stating that the teacher is able to return to work.

7. A statement shall be furnished each teacher in the first month of the school year of the amount of accumulated sick leave that teacher has acquired.

B. Medical Examination

Any medical examination or test which the Board shall require of its employees under Section 913 of the New York State Education Law will be conducted at the expense of the Board and performed by the Board's designated doctor. If the employee elects to use his/her own physician for such required medical examination or test, expenses incurred by such election will be borne by the District up to a maximum of fifty dollars ($50.00). However, the Board reserves the right to request a re-examination, at the District's expense, by the Board's designated doctor.
ARTICLE XIII

SICK LEAVE AND PERSONAL DAYS

(continued)

C. Personal Leave

1. Each teacher shall be allowed up to three (3) days of personal leave for the purpose of transacting or attending to personal or legal business, or household matters which require absence during school hours. One (1) of the days will require no reason and may be used at the discretion of the teacher. The District reserves the right to limit the use of the discretionary days. If the Superintendent feels the number of requests for a given day is excessive, or is continually requested by the same individuals, the Superintendent reserves the right to deny the request. Teachers, Teacher Assistants and Nurse requesting a discretionary day must complete the form dated September 1, 2002, indicating that this is a discretionary day. The District requests that every effort be made not to request the day before or the day after a vacation. The District encourages attendance at all Superintendent Conferences in order to meet mandated in-service hours. All personal days will require the approval of the Superintendent.

2. Social events, vacation trips, recreation, routine household matters or shopping excursions will not be allowed under this provision.

3. All personal leave days are subject to the prior approval of the Superintendent. A written request with stated reason(s) for the personal days should be presented to the Superintendent at least two (2) days in advance of the day being requested. In the event of an emergency, the two (2) days prior notice for approval shall be waived; however, the teacher requesting such leave shall be required to notify the Superintendent by phone that such emergency exists.

4. After all other options have been exercised with regard to personal leave days, the Superintendent may, at his/her discretion, approve additional leave days.

5. Unused personal leave time shall be accumulated as sick leave time.

D. Death in the Family

An additional five (5) days per occurrence will be allowed without loss of pay for death in the immediate family. In the event that the staff member is unable to return to work at the end of the fifth day, an additional numbers of days, up to three (3), may be used from his/her accumulated sick leave with the prior approval of the Superintendent. Immediate family shall include blood relatives or related by marriage.
ARTICLE XII

SICK LEAVE AND PERSONAL DAYS

(continued)

E. Religious Observances

Teachers will be allowed up to three (3) days per school year without loss of pay for days of religious observance of their faith when school is in session. Such days must appear on the Commissioner of Education's calendar as possible days of Religious Observance. Such days shall not be charged against personal or sick leave time.

F. Association Leave

Leave without loss of pay for representatives to attend Association or other affiliated conferences and conventions may be granted, upon application to the Board of Education. All costs involved will be borne by the Association or by the individual teacher(s). Such leave time will not be charged against personal or sick leave time.

G. Temporary Leave Due to Work Related Injury

Whenever a teacher is temporarily absent from school and temporarily unable to perform his/her duties as a result of personal injury incurred in the scope or course of his/her employment and not the result of his/her own negligence, he/she will be paid his/her full salary less the amount of any Workers' Compensation payments or award made for temporary disability due to said injury for the period of thirty (30) days from the date of such injury, or the remainder of the school year, whichever comes first. No part of such temporary absence, not in excess of a total of thirty (30) days from the date of such injury, will be charged against the teacher's sick leave benefits. The Board shall have the right to have the teacher examined by a physician designated by the Board to assist it in determining the length of time during which the teacher is temporarily unable to perform his/her duties, and that the disability is attributable to the injury involved.
ARTICLE XIII

SICK LEAVE AND PERSONAL DAYS

(continued)

H. Jury Duty

1. Any employee serving on jury duty during a regular school day shall be allowed time off without loss of pay. Proper advanced notice will be given to the Superintendent so as to obtain a replacement.

2. An employee released from jury duty, at or before the school lunch recess, will return to school for the balance of the workday.

3. All fees received for service as a juror, excluding mileage, will be returned to the school payroll department.

4. The above, notwithstanding, jury duty shall not apply in those instances where an employee is the defendant or plaintiff, except when subpoenaed as a witness by or for the School District.

5. An employee subpoenaed as a witness will be released without loss of pay.

I. Family and Medical Leave Act

The benefits of the Family and Medical Leave Act shall be made available to Stockbridge Valley teachers as required by the Act.

J. Leave of Absence Without Pay

1. A certified teacher with tenure may request, in writing, a leave without pay. Such request must be directed to the Superintendent and shall include the reasons and the dates for the leave.

2. The Board of Education shall have the sole and exclusive discretion to grant or deny the requested leave and the right to establish the conditions under which such leave is granted.

3. Such leaves of absence shall not exceed one (1) year in duration and will begin at the end of the semester. Requests for leaves must be made by March 15th of the year prior to the year in which the leave is to occur, except under extenuating circumstances.
ARTICLE XIII

SICK LEAVE, PERSONAL DAYS, ETC.

(Continued)

J. Leave of Absence Without Pay

4. The teacher on leave must notify the Superintendent of his/her intent to return, in writing, no later than March 15th prior to the beginning of the next school year. Unpaid leave shall terminate at the beginning of a semester.

5. The time on leave will not count for service in the District.

6. The maximum leave time that may be granted to a teacher under this provision is two (2) years.

7. Insurance coverage will be available to the teacher at his/her own expense.
ARTICLE XIV

MATERNITY/PARENTAL LEAVE

A. A parental leave of absence without pay shall be granted to a teacher for the purpose of childbearing and/or child rearing, as follows:

1. A teacher who is pregnant shall be entitled, upon request, to a leave of a maximum of two (2) years at any time between the commencement of her pregnancy and one year after a child is born to her. Said teacher shall notify the Superintendent in writing of her desire to take such a leave and, except in case of emergency, shall give notice at least thirty (30) days prior to the date on which her leave is to begin. Upon knowledge of her pregnancy, the teacher shall notify the Superintendent with a written physician's statement that she is able to continue her full duties as a teacher until such date as she wishes her maternity leave to begin. A teacher may use accumulated sick leave for such period of time as her physician determines in writing that a medical disability exists.

2. A teacher adopting a child shall be entitled, upon request, to a parental leave of a maximum of two (2) years.

3. Child rearing leave will be granted for either parent, regardless of the age of the child.

B. A teacher who is granted a parental leave of absence pursuant to Section "A" above shall have the following re-employment rights:

1. A teacher returning after the expiration of a parental leave of absence shall be assigned to the same position which was held at the time the leave commenced, or if that position is no longer in existence, to a substantially-equivalent position.

2. A teacher on a parental leave of absence shall not be denied the opportunity to substitute in the School District by reason of the fact that she or he is on such a leave of absence.
ARTICLE XV

SICK LEAVE BANK

A. A Sick Leave Bank is hereby established. The purpose of this Bank is to provide for continuation of sick leave benefits for a teacher after all of his/her individual leave is exhausted. To become a member of the Sick Leave Bank, a teacher will contribute one (1) of his/her individual sick days to the Bank. If the total number of sick days in the Bank drops below thirty (30) days, the District will deduct one (1) additional day from each member in September of the following school year to be contributed to the Bank. At no time will the total number of days in the Bank exceed the number of teachers employed by the District multiplied by two (2). Any unused sick leave days that are in the Bank on June 30th will be carried over into the next year and allowed to accumulate up to the maximum.

B. 1. Newly hired teachers will have thirty (30) days from the date of hire to join the Sick Leave Bank. Upon entry into the Bank, benefits will be available immediately.

2. Contributing teachers (other than newly hired teachers) who did not join the Bank at inception, but joined later, will have to wait thirty (30) days after the date of their membership to receive benefits.

C. The use of leave days in the Sick Leave Bank will be governed by a Sick Leave Bank Committee consisting of the Association President or his/her designee and the Superintendent or his/her designee.

D. Seven (7) days of absence must occur following exhausting of all accumulated sick leave time before the teacher shall be eligible to draw upon days from the Bank. The committee may grant up to thirty (30) days of sick leave from the Bank. Additional days may be requested. The teacher requesting additional days shall be notified in writing within two (2) school days of the committee's meeting of its decision.

E. Applicable for use of days from the Sick Leave Bank will be in writing, on forms designated by the Sick Leave Bank Committee. Disabilities covered by Workers' Compensation are excluded from application. Other rules and regulations will be provided yearly by the committee.
ARTICLE XV

SICK LEAVE BANK

(Continued)

F. To draw from the Sick Leave Bank, a teacher must:

1. Have made a contribution to the Bank from his/her own available sick leave days.

2. Have utilized all current and accumulated sick leave time available to him/her.

3. Have had seven (7) days of absence after exhaustion of accumulated sick leave time.

4. Submit a request to and receive approval from the Sick Leave Bank Committee.
ARTICLE XVI

GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean any claimed violation, misinterpretation or inequitable application of laws, rules or regulations relating to such matters as employee's health or safety, physical facilities, equipment, supervision of employees and other terms and conditions of employment.

B. Purpose

The primary purpose of the procedures set forth in this Article is to secure, at the lowest possible administrative level, solutions to the problems which may arise.

C. Procedure

1. Stage 1

A teacher having a grievance will first discuss it with his/her Superintendent with the objective of resolving the matter informally.

2. Stage 2

a. If the teacher initiating the grievance is not satisfied with the disposition of his/her grievance at Stage 1, the teacher shall within five (5) days present the grievance in writing to the Superintendent.

b. Within five (5) days after receipt of the written grievance, the Superintendent will render a decision in writing to the teacher.
C. Procedure (continued)

3. Stage 3

If the grievance is not resolved to the satisfaction of the aggrieved party at step 2, the Association may within ten (10) days submit a written request to the superintendent that an arbitrator hear the case. The advisory arbitrator shall be selected by mutual consent of the Superintendent and the President of the Teacher's Association. The costs of the services of the arbitrator will be borne equally by the Board and the Association, and any other expenses incurred shall be borne by the party so incurring them.

The arbitrator shall make a judgment on the merits of the written grievance. The arbitrator shall have only the power to interpret what the parties to the agreement intended, and he/she shall have no power or authority to add to, subtract from, modify, change or alter any provision of this agreement; nor require the commission of an act prohibited by law or violative of the terms of this Agreement.

The arbitrator shall forward his/her written decision to the Board of Education and the Association as soon as possible. The arbitrator's decision will be advisory only.

4. Stage 4

The Board will investigate the dispute and render a decision within twenty (20) days of receipt of the arbitrator's decision. The decision of the Board is final at the local level.
ARTICLE XVI

GRIEVANCE PROCEDURE

(continued)

D. Provisions

1. No grievance will be considered unless the grievance is recorded at the first step within fifteen (15) days after the teacher knew of the act or condition on which the grievance is based.

2. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and/or the Association within the specified time limits shall permit the lodging of an appeal at the next stage of the procedure. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step.

3. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

4. The preparation and processing of a grievance, insofar as is practicable, shall be conducted after normal school hours.

5. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all non-confidential material concerning the alleged grievance.

6. At all stages of a grievance, an aggrieved party shall have the right to counsel, confront and cross-examine all witnesses called against him/her, to testify, to call witnesses on his/her own behalf, and to be furnished with a copy of the minutes of the proceedings.
ARTICLE XVI

GRIEVANCE PROCEDURE

(continued)

D. Provisions (continued)

7. The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record, which shall consist of the written grievance and all other pertinent materials. A copy of all such materials will be made available to the aggrieved party and the Grievance Record shall be filed separately from the personnel files of the participants. The decision shall be included in the personnel file.

8. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly to the Superintendent at Stage 2.

9. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District against any teacher for participation in the Grievance Procedure.

10. Where the word "day(s)" is used in this Article, it shall mean days when school is in session. When time limits extend into the summer recess, the parties will attempt to agree on a mutually satisfactory schedule. If the parties are unable to agree as to a schedule, then time limits will progress into the subsequent school year.
ARTICLE XVII

MISCELLANEOUS

A. Interruptions
   1. Regular routine school announcements will be made twice each day when needed. Announcements will be made prior to the first period in the morning and again during the last four (4) minutes of the 4th period. Announcements made at other times must have the written approval of an administrator.

   2. Teachers shall not be requested to leave classes to answer telephones, meet with parents and/or administrators, or other faculty members, except in emergencies.

   3. Salespersons and other visitors will register with the Superintendent's Office and after securing permission may contact a teacher who is not conducting a class.

   4. Janitorial services within the classroom will be performed only when the room is not in use for educational purposes, except in emergencies.

   5. Teachers will be notified of any phone calls by the end of the period in which the call was received.

B. Free Admission
   All Board members and their spouses and all teachers of the District and their spouses are entitled to attend all school functions without charge.

C. Emergency Conditions
   Teachers shall receive pay for absences due to school closings. When school is closed early and/or when 5th period is cancelled (2:34 p.m. to 3:16 p.m.) due to emergency conditions, faculty members may leave after the last regular bus leaves.

D. Any individual arrangement, agreement or contract between the Board and an individual teacher heretofore executed shall be subject to, and consistent with, the terms and conditions of this agreement, and any individual agreement, arrangement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

E. Copies of this Agreement shall be printed with work jointly shared by the Board and the Association, and shall be given to all unit members now employed or hereafter employed by the Board.
ARTICLE XVII

MISCELLANEOUS

(continued)

F. This Agreement shall constitute the full and complete agreements between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the parties in a written and signed amendment to this Agreement.

G. Academic Freedom

1. Teachers should have the opportunity of working on educational problems of concern to them.

2. Academic freedom is a teacher’s right to express and advocate his/her point of view, including the right to evaluate and criticize the policies and programs of the schools.

Any action by a teacher under this Article shall not be disruptive to the educational process of the school.

H. Payments to a credit union endorsed by the Association may be made through payroll deductions. The Association will supply the form to be used.

I. A teacher may opt to have his/her pay directly deposited into any bank that has a Direct Deposit available. Money will be deposited on the scheduled pay date.
ARTICLE XVIII

RETIREMENT NOTIFICATION

Any teacher who notifies the District by the first day of school in December that he/she will retire at the end of the school year will be awarded a $5,000 retirement bonus.

* 20 Years of service to the District required
* Irrevocable letter of resignation due when notification is made
* Payable in July

The retiree has the option of taking the bonus in cash or in the form of a separate check.

Any TA, Nurse who notifies the District by the first day of school in December that he/she will retire at the end of the school year will be awarded a $2,500 retirement bonus.

* 20 Years of service to the District required
* Irrevocable letter of resignation due when notification is made
* Payable in July

The retiree has the option of taking the bonus in cash or in the form of a separate check.
ARTICLE XIX

SALARIES AND OTHER COMPENSATION

A. 1. The salary schedules for the 2002-2003 school year is found in Appendix A.

2. Additionally, each person achieving tenure, new hours, a new graduate degree or a new longevity shall have his/her salary increased by the amount listed in Appendix A.

B. 1. The salary schedule for the 2003-2004 school year is found in Appendix B.

2. Additionally, each person achieving tenure, new hours, a new graduate degree or a new longevity shall have his/her salary increased by the amount listed in Appendix B.

C. 1. The salary schedule for the 2004-2005 school year is found in Appendix C.

2. Additionally, each person achieving tenure, new hours, a new graduate degree or a new longevity shall have his/her salary increased by the amount listed in Appendix C.

D. 1. The salary schedule for the 2005-2006 school year is found in Appendix D.

2. Additionally, each person achieving tenure, new hours, a new graduate degree or a new longevity shall have his/her salary increased by the amount listed in Appendix D.

E. All teachers presently employed in the District shall be placed on their appropriate step of any newly-adopted salary schedule. As a condition for step movement and placement, a teacher must have worked a minimum of a semester (or its equivalent) during the preceding school year. If a teacher failed to do so because of scheduling problems, and such failure was due to the written request of the District, he or she shall not be penalized for the same and shall instead be entitled to step movement.

F. All newly-employed teachers shall be placed on the proper step of the salary schedule based on the following requirements:

1. All newly-employed teachers shall be properly certified and placed on the salary schedule based on accredited schooling.
ARTICLE XIX

SALARIES AND OTHER COMPENSATION

(continued)

F. 2. Satisfactory military service credit may be granted up to a maximum of
two (2) steps on the present salary schedule.

3. Permanently and provisionally certified teachers with appropriate public
or private school teaching experience shall be placed on the appropriate
salary step. Upon initial employment, a teacher shall be granted up to ten
(10) years of teaching experience. A year of teaching shall include a
minimum of one hundred sixty (160) days of service during a school year
or a calendar year.

4. Experience with the Peace Corps, State Department of Education, Vista,
Military Service Dependent Schools, and the National Teaching Corps
shall be considered for placement for one (1) step on the salary schedule.

G. Salary statements shall be issued no later than June 15th or thirty (30) days after a
negotiated contract settlement, whichever is later.

H. All teachers covered by this Agreement shall be paid every other Friday. Teachers
shall have the option of being paid on a twenty-one (21) paycheck basis with
equal distribution of full salary being covered during the ten month school year,
or being paid on a twenty-six (26) paycheck basis with the final checks being paid
in June which would cover the two month summer installments.

I. When school is not in session due to vacations or a holiday occurring on the pay
date, every attempt should be made to have the paychecks available on the last
day in which school is in session prior to the established date.

J. Members of the Unit will be given preference for employment in summer school.
The Board shall notify all staff members of summer school positions by May 1st
of the current school year. All interested teachers shall give the Superintendent
notification of their intent to teach summer school no later than June of the current
school year.

K. Graduate course work completed in either the spring semester or the summer will
receive payment effective the following September. Graduate course work
completed at the end of the fall semester will receive payment beginning in
February on a pro-rated basis. Payment for graduate credit hours shall be granted
for course work toward permanent certification or graduate course work toward a
Master's Degree in Education, CAS, Ph.D. or Ed.D
ARTICLE XIX

SALARIES AND OTHER COMPENSATION

(continued)

K. (continued) . Salary credit for all other graduate course work shall require notification to the Superintendent of Schools of intended course work no later than two (2) days prior to registration for the graduate course on the appropriate form.

L. Fifteen (15) approved in-service credit hours is equivalent to one graduate hour.

M. Conversion of Accumulated Sick Days:

Upon retirement from the District, a member shall have the option of one of the following plans, if the retiree has a minimum of 50 sick days, to a maximum of 215 sick days.

1. Teacher members of this unit may convert unused sick leave days to cash at the rate of $40./day. Teaching Assistants, Nurse may convert days at $20./day. Payment will be made in cash to the member by June 30 of the retirement year. Teacher maximum payment $8,600.00 minimum payment $2,000.00. Teacher Assistant/Nurse maximum payment of $4,300.00, minimum payment $1,000.00.

2. The retiree has the option of taking the bonus in cash or in the form of a separate check.

3. Retired Teachers, Teaching Assistants, and Nurse, will be able to rejoin the insurance plan at the cost stated in the contract, if they at any time had withdrawn from the plan.
ARTICLE XX

HEALTH/DENTAL/VISION INSURANCE

A. Effective July 1, 2002 – June 30, 2006
The District will pay 90% of the Individual Health insurance premium. The District will pay 90% of the Family health insurance premium with the employee paying 10% of the difference between the individual and family premium.

B. The District and the Association agree for the duration of the contract, to a cap for the cost that the employee must contribute towards the health insurance premium.
   Cap on the Individual premium - $450.00
   Cap on the Family premium - $675.00

C. Dental/Vision
   Effective July 1, 2002 and for the duration of the contract.
   The District agrees to pay 100% of the individual and family vision and individual dental plan A insurance premiums. Dental Plus is available for unit members, cost to the employee, is the difference between Dental Plan A and Dental Plus. The Family Insurance premium for Dental Plan A insurance will be paid by the District at the individual premium rate.

D. The Association will be given the opportunity to review and make recommendations on any new insurance plan or carrier. The final decision on the plan or carrier rests solely with the Board of Education. However, the District shall assure that the benefits provided through any new plan or carrier are equal to or greater than the benefits provided to teachers as of July 1, 2002.

E. The District will pay 80% of the individual health insurance premium for retirees. The retiree will pay 20% of the cost of the plan. For the family plan, the District will provide the plan with the retiree paying 45% of the difference between the cost of the individual plan and family plan.

Dental/Vision: District and retiree costs for dental and vision will be determined in the same manner as the individual and Family Health Plan coverage.

If the retired insured Teachers, Teacher Assistants and Nurse dies, the surviving insured dependents may continue their health insurance coverage through the District.
ARTICLE XX

HEALTH/DENTAL/VISION INSURANCE

(Continued)

F. A committee will be established to make sure the transition to the new health plan is as smooth as possible. This committee will also be the "search committee", if it is necessary to find a new plan. This committee will consist of the District Superintendent and the Association President.

G. Any unit member who meets all of the eligibility requirements for coverage in the Madison-Oneida-Herkimer Consortium Insurance Plan and chooses one of the following options will receive a cash stipend under the following conditions:

Option 1 Eligible for Madison-Oneida-Herkimer Consortium Insurance plan for individual coverage but elects not to participate in any District Health Insurance Plan. Employee must show proof of other coverage.

Option 2 Eligible for Madison-Oneida-Herkimer Consortium Insurance plan family coverage but elects not to participate in any District Health Insurance Plan. Employee must show proof of other coverage.

1. A unit member may select Option 1 or Option 2 at any time by submitting the appropriate form and proof of other insurance. Members selecting Option 1 or Option 2 after September 1 of the current school year will be pro-rated accordingly. Buyout eligibility will be limited to no more than one health insurance plan change per year. Stipends will be paid on the anniversary date of plan withdrawal.

2. Stipends (to be paid annually in a lump sum with a separate check)

<table>
<thead>
<tr>
<th>Option 1</th>
<th>$950.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option 2</td>
<td>$1,800.00</td>
</tr>
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</table>

H. The District shall continue to implement a flexible spending plan (IRS Section 125 Caption Type Plan).
ARTICLE XXI

LICENSED TEACHING ASSISTANTS/NURSES

A. This Article shall only apply to Licensed Teaching Assistants/Nurses and shall be the only Article which applies to Licensed Teaching Assistants/Nurses except as provided for below.

B. 1. The length of the regular school day for all Teaching Assistants/Nurses shall be from 8:00 a.m. to 3:16 p.m. All teaching assistants will have a minimum of 15 minute break in the morning and 15 minute break in the afternoon.

2. The length of the regular school day for the last working day of each week or the day immediately preceding a vacation period will be form 8:00 a.m. until the completion of the last regularly scheduled period (2:34 p.m.) for that day.

3. Teaching Assistants/Nurses shall have a duty free lunch period of not less than thirty (30) minutes.

4. Any variance, on a scheduled basis, in the length of the regular school day for Teaching Assistants/Nurses will be arranged jointly between the Association officers and the Administration.

C. Licensed Teaching Assistants/Nurses shall work the school calendar, including all days on which teachers are required to work.

D. There shall be a separate salary schedule for Teaching Assistants and a separate salary schedule for Nurses (Appendices D and E).

E. All other Articles in this collective bargaining agreement shall also apply to Licensed Teaching Assistants/Nurses, except for the following Articles, which do not apply:

Article VI, Professional Development and Educational Improvement
Article VII, Teaching Assignment, Transfer and Vacancies
Article IX, Teaching Hours, Teaching Load and Class Size
Article X, Lunchroom Supervision, paragraphs A and D
Article XI, Instructional Materials
Article XVII, Miscellaneous, paragraph G, Academic Freedom
Article XIX, Salaries and Other Compensation, paragraphs A-E, I-K
Appendices A-C
ARTICLE XXII

LEGISLATIVE ACTION

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

ARTICLE XXIII

SAVINGS ARTICLE

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
ARTICLE XXIV

AGREEMENT FOR DISTANCE LEARNING

To the 2002-2006 Agreement between the Stockbridge Valley Central District and the Stockbridge Valley Teachers Association concerning participation in a Program for Distance Learning.

It is agreed that the Stockbridge Valley Teachers Association and the Stockbridge Valley School District may participate in a Distance Learning Program under the following conditions:

I. General

A. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the district to argue that the association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the district.

B. No current teacher in a tenure area shall be subject to a reduction in force, in whole or in part as a result of the district sending/receiving courses in that tenure area through a Distance Learning Program.

C. The parties agree that training for participants will be provided. The cost(s) of appropriate training shall be established and borne by the district.

II. Transmitting

A. Any program delivered from this school district for the purpose of educating children, shall be taught by a volunteer from the bargaining unit. Bargaining unit members will be given first preference for these positions. If no volunteer is available, then the host district may utilize the staff from other than the bargaining unit. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of the live transmission must be for the purpose of current student review of participating students and/or makeup.

B. The time of transmission will be determined by the district, within the normal confines (starting and ending time) of the daily schedule of classes.

C. The teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training provided.
II. Transmitting

D. The number of students in a class, including those at the receiving sites, shall not exceed that which is specified in the collective bargaining agreement.

E. All grading of school work and tests shall be done by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the transmitting teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the host district.

F. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be able to receive students and their parents in the same manner that he/she is available to host school students and parents. The teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.

G. In the event of the transmitting teacher's absence, the host district shall be expected to provide a trained substitute when it elects to transmit.

H. Evaluation of the transmitting teacher will be done in accordance with the provisions of the collective bargaining agreement. Any complaint with respect to the teacher's performance originating in a receiving district will be made known to the teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.

I. Any audio-visual of the classes made in the host district are the property of the host district and the district shall make such tapes available for the teacher's personal, professional, non-commercial use.

J. The calendar of the Stockbridge Valley Central School District shall be used for each course being taught.

K. Textbooks for Distance Learning courses are determined by the Stockbridge Valley Central School District in conformity with normal practice.
II. Transmitting
L. The Superintendent of Schools and the President of the Stockbridge Valley Teachers Association, or their designees, and other members as they shall agree, shall monitor and evaluate the progress of this program for the duration of this memorandum. Issues monitored and evaluated shall include but not limited to the number of on-site visitation, the facilitator, and teacher release time.

III. Receiving
A. The introduction and continuation of Distance Learning in the district shall not replace a course being currently taught. The sole purpose of introducing courses via interactive television broadcasts, herein called Distance Learning, is to enhance the offerings which can be made available to students without engaging in subcontracting which eliminates or reduces bargaining unit work.

B. The district shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning of any received classes.

C. A district employee may be assigned to the receiving class to provide assistance to the students and be available to operate cameras or their equipment and be available to liaison with the sending teacher. However, if the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility. If the unit member assigned is a teaching assistant and is required to attend meetings in the sending school, the district shall be responsible for mileage and meals when appropriate. If the person assigned is requested to attend meetings outside of normal work time, the meetings must be mutually agreeable times. The district shall compensate such employee.

D. If the district assigns a teacher to a receiving class, such assignment shall count in the teacher's normal load in accordance with the provisions of the collective bargaining agreement.

E. The district shall not make any audio/visual tapes without the knowledge and consent of the sending teacher. It is expected that the teacher will consent to making of tapes for the sole purpose of aiding students enrolled in the course. All the tapes shall be erased or destroyed at the end of the school year.

F. Unless otherwise agreed, College courses which give no high school credit may not be received during the day.
ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2002 and shall continue in effect through June 30, 2006. In witness whereof, the parties have hereunto set their hand and seals this 24th day of June, 2002.

TEACHERS' ASSOCIATION       STOCKBRIDGE VALLEY CENTRAL SCHOOL

[Signatures]
President         [Signature]
Superintendent
APPENDIX A

2002-2003 SALARY SCHEDULE FOR TEACHERS

STOCKBRIDGE VALLEY CENTRAL SCHOOL

<table>
<thead>
<tr>
<th>STEP</th>
<th>BA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$28,400</td>
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<td>2</td>
<td>$28,800</td>
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<tr>
<td>3</td>
<td>$29,200</td>
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<td>$30,200</td>
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<tr>
<td>8</td>
<td>$31,900</td>
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<tr>
<td>9</td>
<td>$32,300</td>
</tr>
<tr>
<td>10</td>
<td>$32,800</td>
</tr>
</tbody>
</table>

Additional Stipends

$70 per graduate hour in blocks of six (6) to a maximum of 72 hours. This shall constitute a separate stipend for individuals on the step salary schedule; for individual off or beyond the step salary schedule this amount shall be paid in the first year the new hours are earned; thereafter the stipend shall become part of the base salary.

$600.00 for a Master's Degree (limit of one)

$400.00 for teachers attaining tenure in the SVCS system

Longevities: (See Appendix J)

$475 after seven (7) years of service in SVCS system

$525 after ten (10) years of service in SVCS system

$525 after fifteen (15) years of service in SVCS system

$575 after twenty (20) years of service in SVCS system

$650 after twenty-five (25) years of service in SVCS system

$1,300 after thirty (30) years of service in SVCS system

$4,500 after thirty-three (33) years of service in SVCS system

Will revert back to what it should be for the thirty-fourth (34th) year

All teachers who are beyond the step schedule in 2002-2003 will receive an increase of two and one-half percent (2.5%) on their base salary after adjustment for graduate hour increase with a minimum increase of one thousand dollars ($1,000).
APPENDIX B

2003-2004 SALARY SCHEDULE FOR TEACHERS

STOCKBRIDGE VALLEY CENTRAL SCHOOL

<table>
<thead>
<tr>
<th>STEP</th>
<th>BA</th>
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</thead>
<tbody>
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<td>1</td>
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<td>2</td>
<td>$29,200</td>
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<td>6</td>
<td>$31,400</td>
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<td>7</td>
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<tr>
<td>8</td>
<td>$32,300</td>
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<tr>
<td>9</td>
<td>$32,800</td>
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<tr>
<td>10</td>
<td>$33,300</td>
</tr>
</tbody>
</table>

Additional Stipends

$70 per graduate hour in blocks of six (6) to a maximum of 72 hours. This shall constitute a separate stipend for individuals on the step salary schedule; for individual off or beyond the step salary schedule this amount shall be paid in the first year the new hours are earned; thereafter the stipend shall become part of the base salary.

$600.00 for a Master's Degree (limit of one)

$400.00 for teachers attaining tenure in the SVCS system

Longevities: (See Appendix J)
- $475 after seven (7) years of service in SVCS system
- $525 after ten (10) years of service in SVCS system
- $525 after fifteen (15) years of service in SVCS system
- $575 after twenty (20) years of service in SVCS system
- $650 after twenty-five (25) years of service in SVCS system
- $1,300 after thirty (30) years of service in SVCS system
- $4,500 after thirty-three (33) years of service in SVCS system

Will revert back to what it should be for the thirty-fourth (34th) year

All teachers who are beyond the step schedule in 2003-2004 will receive an increase of two and one-half percent (2.5%) on their base salary after adjustment for graduate hour increase with a minimum increase of one thousand, one hundred dollars ($1,100).
APPENDIX C

2004-2005 SALARY SCHEDULE FOR TEACHERS
STOCKBRIDGE VALLEY CENTRAL SCHOOL

<table>
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<th>BA</th>
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<tbody>
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<tr>
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<td>5</td>
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<td>7</td>
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<tr>
<td>8</td>
<td>$32,800</td>
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<tr>
<td>9</td>
<td>$33,300</td>
</tr>
<tr>
<td>10</td>
<td>$33,800</td>
</tr>
</tbody>
</table>

Additional Stipends

$70 per graduate hour in blocks of six (6) to a maximum of 72 hours. This shall constitute a separate stipend for individuals on the step salary schedule; for individual off or beyond the step salary schedule this amount shall be paid in the first year the new hours are earned; thereafter the stipend shall become part of the base salary.

$600.00 for a Master's Degree (limit of one)

$400.00 for teachers attaining tenure in the SVCS system

Longevities: (See Appendix J)
$475 after seven (7) years of service in SVCS system
$525 after ten (10) years of service in SVCS system
$575 after fifteen (15) years of service in SVCS system
$650 after twenty (20) years of service in SVCS system
$1,300 after thirty (30) years of service in SVCS system
$4,500 after thirty-three (33) years of service in SVCS system
Will revert back to what it should be for the thirty-fourth (34th) year

All teachers who are beyond the step schedule in 2004-2005 will receive an increase of two and one-half percent (2.5%) on their base salary after adjustment for graduate hour increase with a minimum increase of one thousand, two hundred dollars ($1,200).
APPENDIX D

2005-2006 SALARY SCHEDULE FOR TEACHERS

STOCKBRIDGE VALLEY CENTRAL SCHOOL

<table>
<thead>
<tr>
<th>STEP</th>
<th>BA</th>
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</thead>
<tbody>
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<td>1</td>
<td>$29,700</td>
</tr>
<tr>
<td>2</td>
<td>$30,200</td>
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<td>4</td>
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<tr>
<td>8</td>
<td>$33,300</td>
</tr>
<tr>
<td>9</td>
<td>$33,800</td>
</tr>
<tr>
<td>10</td>
<td>$34,300</td>
</tr>
</tbody>
</table>

Additional Stipends

$70 per graduate hour in blocks of six (6) to a maximum of 72 hours. This shall constitute a separate stipend for individuals on the step salary schedule; for individual off or beyond the step salary schedule this amount shall be paid in the first year the new hours are earned; thereafter the stipend shall become part of the base salary.

$600.00 for a Master's Degree (limit of one)

$400.00 for teachers attaining tenure in the SVCS system

Longevities: (See Appendix J)

$475 after seven (7) years of service in SVCS system
$525 after ten (10) years of service in SVCS system
$525 after fifteen (15) years of service in SVCS system
$575 after twenty (20) years of service in SVCS system
$650 after twenty-five (25) years of service in SVCS system
$1,300 after thirty (30) years of service in SVCS system
$4,500 after thirty-three (33) years of service in SVCS system

Will revert back to what it should be for the thirty-fourth (34th) year

All teachers who are beyond the step schedule in 2005-2006 will receive an increase of two and one-half percent (2.5%) on their base salary after adjustment for graduate hour increase with a minimum increase of one thousand, three dollars ($1,300).
APPENDIX E

LICENSED TEACHING ASSISTANTS

SALARY SCHEDULE

STOCKBRIDGE VALLEY CENTRAL SCHOOL

<table>
<thead>
<tr>
<th>STEP</th>
<th>2002-2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$10,900</td>
</tr>
<tr>
<td>2</td>
<td>$11,150</td>
</tr>
<tr>
<td>3</td>
<td>$11,400</td>
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<tr>
<td>4</td>
<td>$11,650   + (Tenure $400)</td>
</tr>
<tr>
<td>5</td>
<td>$11,900</td>
</tr>
<tr>
<td>6</td>
<td>$12,200</td>
</tr>
<tr>
<td>7</td>
<td>$12,500   + (Longevity $475.)</td>
</tr>
<tr>
<td>8</td>
<td>$12,800</td>
</tr>
<tr>
<td>9</td>
<td>$13,100</td>
</tr>
<tr>
<td>10</td>
<td>$13,400</td>
</tr>
</tbody>
</table>

Any Teaching Assistant who is beyond the step schedule shall receive an increase of one thousand dollars ($1,000) over his/her previous year's base salary for the 2002-03 school year, one thousand, one hundred dollars ($1,100) for the 2003-04 school year, one thousand two hundred dollars ($1,200) for the 2004-05 school year and one thousand, three hundred dollars ($1,300) for the 2005-06 school year.

Longevities: (See Appendix J) 2002-06

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>After seven (7) years in the SVCS system</td>
<td>$475</td>
</tr>
<tr>
<td>After ten (10) years in the SVCS system</td>
<td>$525</td>
</tr>
<tr>
<td>After fifteen (15) years in the SVCS system</td>
<td>$525</td>
</tr>
<tr>
<td>After twenty (20) years in the SVCS system</td>
<td>$575</td>
</tr>
<tr>
<td>After twenty-five (25) years in the SVCS system</td>
<td>$650</td>
</tr>
<tr>
<td>After thirty (30) years in the SVCS system</td>
<td>$1,300</td>
</tr>
</tbody>
</table>
APPENDIX F

SALARY SCHEDULE FOR REGISTERED NURSE

STOCKBRIDGE VALLEY CENTRAL SCHOOL

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
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<td>$21,525</td>
<td>$21,825</td>
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<tr>
<td>2</td>
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<td>$21,525</td>
<td>$21,825</td>
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<td>3</td>
<td>$21,525</td>
<td>$21,825</td>
<td>$22,125</td>
<td>$22,500</td>
</tr>
<tr>
<td>4</td>
<td>$21,825</td>
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<td>$22,500</td>
<td>$22,875</td>
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<td>5</td>
<td>$22,125</td>
<td>$22,500</td>
<td>$22,875</td>
<td>$23,250</td>
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<tr>
<td>6</td>
<td>$22,500</td>
<td>$22,875</td>
<td>$23,250</td>
<td>$23,625</td>
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<tr>
<td>7</td>
<td>$22,875</td>
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<td>8</td>
<td>$23,250</td>
<td>$23,625</td>
<td>$24,000</td>
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<td>$24,375</td>
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<tr>
<td>10</td>
<td>$24,000</td>
<td>$24,375</td>
<td>$24,750</td>
<td>$25,125</td>
</tr>
</tbody>
</table>

Any Nurse who is beyond the step schedule shall receive an increase of one thousand dollars ($1,000) over his/her previous year's base salary for the 2002-03 school year, one thousand, one hundred dollars ($1,100) for the 2003-04 school year, one thousand two hundred dollars ($1,200) for the 2004-05 school year and one thousand, three hundred dollars ($1,300) for the 2005-06 school year.

Longevities: (See Appendix J)

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>2002-06</th>
</tr>
</thead>
<tbody>
<tr>
<td>After seven (7)</td>
<td>$475</td>
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<tr>
<td>After ten (10)</td>
<td>$525</td>
</tr>
<tr>
<td>After fifteen (15)</td>
<td>$525</td>
</tr>
<tr>
<td>After twenty (20)</td>
<td>$575</td>
</tr>
<tr>
<td>After twenty-five (25)</td>
<td>$1,300</td>
</tr>
<tr>
<td>After thirty (30)</td>
<td></td>
</tr>
</tbody>
</table>
1. The Extra-Curricular Salary Schedules are based on years of experience in this District and in the sport. Coaches or advisors shall be placed on their appropriate step.

2. The number of intramurals and the grade level of each will be decided by the Superintendent upon the recommendation of the Athletic Director.

3. If the District adds any new extra-curricular activities, the Superintendent and the Association President shall meet to decide the group placement of such new activities.

4. If at any time a coach or advisor finds it necessary to coach or advise a group that had been two (2) separate activities, said advisor or coach will receive the salary for the higher level position plus one-half the salary for the lower level position. This will be done only if two (2) different advisors or coaches are not available and the person involved agrees to these terms.

5. Chaperones for sporting events (including ticket sellers and adult timers) will receive thirty dollars ($30.00) for home events during the term of this Agreement, and fifty dollars ($50.00) during the term of this Agreement for participation in away events. The number of chaperones needed for each event will be determined by the Superintendent upon the recommendation of the Athletic Director.
## 2002-2006 COACHING SALARY SCHEDULE

### Varsity and JV Sports

<table>
<thead>
<tr>
<th>Sport</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Varsity Soccer</td>
<td>$1,900</td>
<td>$2,350</td>
<td>$2,800</td>
<td>$3,050</td>
</tr>
<tr>
<td>JV Soccer</td>
<td>$1,300</td>
<td>$1,650</td>
<td>$2,000</td>
<td>$2,250</td>
</tr>
<tr>
<td>Varsity Basketball</td>
<td>$2,200</td>
<td>$2,550</td>
<td>$2,900</td>
<td>$3,150</td>
</tr>
<tr>
<td>JV Basketball</td>
<td>$1,600</td>
<td>$1,950</td>
<td>$2,300</td>
<td>$2,550</td>
</tr>
<tr>
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<td>$2,200</td>
<td>$2,550</td>
<td>$2,900</td>
<td>$3,150</td>
</tr>
<tr>
<td>JV Volleyball</td>
<td>$1,600</td>
<td>$1,950</td>
<td>$2,300</td>
<td>$2,750</td>
</tr>
<tr>
<td>Varsity Baseball</td>
<td>$1,900</td>
<td>$2,350</td>
<td>$2,800</td>
<td>$3,050</td>
</tr>
<tr>
<td>JV Baseball</td>
<td>$1,300</td>
<td>$1,650</td>
<td>$2,000</td>
<td>$2,250</td>
</tr>
<tr>
<td>Varsity Softball</td>
<td>$1,900</td>
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<td>$2,800</td>
<td>$3,050</td>
</tr>
<tr>
<td>JV Softball</td>
<td>$1,300</td>
<td>$1,650</td>
<td>$2,000</td>
<td>$2,250</td>
</tr>
<tr>
<td>Cheerleading</td>
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<tr>
<td>Golf</td>
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<td>$1,650</td>
<td>$2,000</td>
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APPENDIX I

EXTRA-CURRICULAR ACTIVITIES

STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT

2002-2006

MODIFIED COACHING SALARY SCHEDULE

<table>
<thead>
<tr>
<th>Activity</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soccer</td>
<td>$1,000</td>
<td>$1,250</td>
<td>$1,500</td>
<td>$1,750</td>
</tr>
<tr>
<td>Basketball -- A Team</td>
<td>$1,200</td>
<td>$1,450</td>
<td>$1,700</td>
<td>$1,950</td>
</tr>
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<td>Basketball -- B Team</td>
<td>$1,000</td>
<td>$1,250</td>
<td>$1,500</td>
<td>$1,750</td>
</tr>
<tr>
<td>Volleyball -- A Team</td>
<td>$1,200</td>
<td>$1,450</td>
<td>$1,700</td>
<td>$1,950</td>
</tr>
<tr>
<td>Volleyball -- B Team</td>
<td>$1,000</td>
<td>$1,250</td>
<td>$1,500</td>
<td>$1,750</td>
</tr>
<tr>
<td>Baseball</td>
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<td>$1,250</td>
<td>$1,500</td>
<td>$1,750</td>
</tr>
<tr>
<td>Softball</td>
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<tr>
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<tr>
<td>Bowling</td>
<td>$900</td>
<td>$1,050</td>
<td>$1,200</td>
<td>$1,450</td>
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</tbody>
</table>

### APPENDIX J

**EXTRA-CURRICULAR ACTIVITIES**

**STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT**

**2002-2006**

**CLUB ADVISORSHIPS/OTHER DUTIES**

<table>
<thead>
<tr>
<th>ADVISORSHIPS</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Group I:</strong></td>
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<tr>
<td>FFA</td>
<td>$1,900</td>
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<tr>
<td>Yearbook</td>
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<tr>
<td>Drama</td>
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<td>$2,350</td>
<td>$2,800</td>
<td>$3,050</td>
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<td><strong>Group II:</strong></td>
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<td>$1,950</td>
<td>$2,300</td>
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<tr>
<td><strong>Group III:</strong></td>
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</tr>
<tr>
<td>Senior Class</td>
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<tr>
<td>Computer/Tech Club</td>
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<td>$ 900</td>
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APPENDIX J

EXTRA-CURRICULAR ACTIVITIES
STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT

2002-2006
CLUB ADVISORSHIPS/OTHER DUTIES
(Continued)

Other Duties

<table>
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<tr>
<th>Intramurals</th>
<th>$250.00 per Intramural</th>
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</thead>
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<tr>
<td>Lunchroom Supervision</td>
<td>$500.00 per semester (See Article X) with an increase of $25.00/semester for each additional semester that they continue to volunteer.</td>
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