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AGREEMENT

between the

SUSQUEHANNA VALLEY CENTRAL SCHOOL DISTRICT

and the

SUSQUEHANNA VALLEY TEACHERS' ASSOCIATION

July 1, 1997 through June 30, 2000
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ARTICLE 1 - AGREEMENT

AGREEMENT made between the SUSQUEHANNA VALLEY CENTRAL SCHOOL DISTRICT, BROOME COUNTY, NEW YORK, hereinafter called “the District” and the SUSQUEHANNA VALLEY TEACHERS’ ASSOCIATION, hereinafter called “the Association”.

The parties have bargained and agree as follows:

ARTICLE 2 - NEGOTIATIONS PROCEDURE

The District agrees to negotiate or deal only with the officially recognized Teachers’ Association.

If negotiations meetings between the Association and the District are scheduled by mutual agreement during the normal working hours of a school day, not more than seven (7) nor less than three (3) representatives of the Association shall be relieved from all regular duties without loss of pay as necessary in order to permit their attendance at such meetings.

ARTICLE 3 - COMMITTEES

Teacher - Administration Liaison

Agreed that the Association be represented by the elected building representatives of each school who shall meet with the principal of that school at least once a month, after school hours, during the school year to review and discuss local school problems and practices. Any such meeting may be canceled by mutual consent.

ARTICLE 4 - PROFESSIONAL DEVELOPMENT, EDUCATION IMPROVEMENT

A. Agreed that the practice of releasing a teacher for other teacher observation become standard policy.

1. Teachers may be allowed to observe other teachers in their own school building at the discretion of the building principal.

2. Teachers may be allowed to observe other teachers in other school buildings at the discretion of the Superintendent and the approval of the building principal. (Limited to five [5] days per year.)

B. Summer Work

For the purposes of this Article, Summer work means: a) approved curriculum projects and b) designated in-service programs as determined by the Committee for Professional Advancement (see below).

Teachers will be paid ninety dollars ($90) for each day of work during the Summer of 1998 and ninety-two dollars ($92) for each day of work during the Summers of 1999 and 2000.

A total of fifteen thousand dollars ($15,000) will be set aside each Summer (1998, 1999 and 2000) to cover the costs of teacher stipends for both completion of approved curriculum projects and attendance at designated in-service programs.
An additional sum of three thousand dollars ($3,000) will be set aside each Summer (1998, 1999 and 2000) for any expenses relating to the delivery of any designated in-service programs (e.g. consultant fees, materials and supplies, travel expenses, etc.). If any or all of this sum is not spent, it will not be used for additional stipends but will go back into the District general fund.

A Committee for Professional Advancement will be established each year to determine what in-service programs will be offered and which teacher curriculum projects will be approved. The Committee, consisting of two (2) administrators (one [1] elementary and one [1] secondary) appointed by the Superintendent or his/her designee, two (2) teachers (one [1] elementary and one [1] secondary) appointed by the Susquehanna Valley Teachers Association and the Superintendent of Schools or his/her designee, will meet in March and April of each year to carry out its charge.

Teachers may submit curriculum project proposals to the Committee by the deadline date determined by the Committee each year. Each approved curriculum project will be funded at the requested amount or at a lesser amount as determined by the Committee.

The Committee will also offer in-service programs (based on the needs of the teachers). Teachers will register for these programs according to procedures established by the Committee.

At least forty percent (40%) of the fifteen thousand dollars ($15,000) must be used for staff development while at least forty percent (40%) must be used for curriculum development projects.

ARTICLE 5 - TEACHER ASSIGNMENT, TRANSFER & POSTING OF VACANCIES

A. Building Transfer

Any teacher will be granted a transfer from one building to another upon written request to the Superintendent if the opportunity for transfer is available.

1. Length of service will be one of the major factors considered in all cases of building transfers.

2. An opening alone does not constitute an opportunity for transfer.

B. Professional Advancement

The Board of Education, recognizing the interest of members of the Association in information relating to opportunities for professional advancement within the District, adopts the following policy and procedure which is designated to give all employees information relating to promotional postings.

1. Postings for Vacancies

The Board retains the right to appoint any qualified individual to fill any position. When vacancies occur, the Board will give qualified employees an opportunity to apply for the positions that are open. Whenever any vacancy occurs, it will be posted on the faculty room bulletin boards in each school location, and as far in
advance of the date of appointment as reasonably possible. Such postings will advise interested candidates of the proper procedure to be followed in advising the Board of their desire for consideration.

2. Postings for Summer School, Evening School and Other Positions
   a. Openings for summer school and evening positions and for positions under special programs, will be adequately publicized at each school building as early as reasonably possible.
   b. The Board retains the right to appoint any qualified individual to fill any position. It is the desire of the Board that qualified employees within the system shall be given primary consideration in filling summer school, evening school and other positions.
   c. In filling such positions, consideration will be given, among other relevant criteria, to an applying teacher's area of competence, major and minor fields of study, quality of teaching performance, and the requirements of the specific educational program.

ARTICLE 6 - TEACHER PROTECTION AND DISCIPLINE

A. No tenured teacher will be disciplined, reprimanded, dismissed, reduced in rank or compensation or deprived of any professional advantage without just cause.

B. In any situation in which a Supervisor, Administrator, or the Board may choose to confront a teacher for the purpose of formal discipline or reprimand, the teacher shall be advised prior to such conference as to the nature of the meeting and shall be given the opportunity to have an Association representative at that meeting.

C. Any such action, including but not limited to adverse evaluation or teacher performance or the asserted violation of professional ethics, shall be subject to the grievance procedures set forth in this Agreement.

D. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault or was negligent in the performance of his/her duties in connection with his/her employment, the District will, pursuant to Section 3023 and 3028 of the Education Law and its contract of insurance, save harmless the teacher.

E. Teachers will immediately report all cases of assault, accident, injury or illness suffered by them in connection with their employment to their principal or immediate supervisor. This report will then be forwarded to the Chief Executive Officer of the District and the Association President.

F. Personal Injury Benefits
   1. Whenever a teacher is absent from his/her employment and/or unable to perform his/her duties as a result of accident, injury or assault occurring in the course of his/her employment, he/she will be paid full salary (less the amount of any Worker's Compensation Award made in lieu of salary for temporary disability due to said accident, injury or assault) for the period of such absence, and no part of such absence will be charged to his/her annual or accumulated sick leave.
2. The District will provide the benefits required by the New York State Worker's Compensation Law concerning medical, surgical, hospital, prescription and therapeutic services necessitated by any injury sustained by a teacher while acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board or its agents.

G. The District will maintain one (1) personnel file for each teacher which is located in the District's central office. A teacher has the right:

1. To review the entire, unrestricted contents of his/her personnel file except as provided in Subdivision 4 herein with a representative of his/her own choice accompanying him/her if he/she so desires, in the presence of the Superintendent or his/her representative.

2. That he/she be able to make copies of anything reviewed at the teacher's expense. (Twenty-five cents ($.25) per page for use of District's copier.)

3. That he/she be allowed to enter into the file a written answer to such material reviewed.

4. That the School District will honor any requests from colleges or previous employers that information from them be kept confidential.

H. Fair Dismissal

In addition to the current number of performance evaluations now being given to non-tenured teachers, we recommend that the following steps be included:

1. Yearly Summary Performance Evaluation
   a. Suggestions for improvement by administrator.
   b. Teacher's comments.
   c. Overall performance rating which should include summary of all previous evaluations for one (1) year.
   d. This summary will be reviewed by the Board of Education.

The purpose of this addition is to let the teachers know their strengths and weaknesses, and to inform the Board of Education of the teacher's progress for use as basic information toward evaluation for tenure.

I. Education Law Section 3020-a Alternative Procedure

1. Selection of Options
   a. The provisions of this Article shall constitute a negotiated alternative procedure to Section 3020-a of the Education Law. (It is understood that any reference to statutory sections shall also include any amendments to those sections in the future). The negotiated alternative shall be available to a tenured teacher in the bargaining unit who has been charged with one of the grounds set forth in Education Law Section 3012 and upon a finding of probable cause by the Board of Education pursuant to Education Law
Section 3020-a.

b. Upon a finding of probable cause by the Board of Education, Section 3020-a requires that a written statement specifying the charges in detail be immediately forwarded to the accused employee by certified mail or by personal delivery. Simultaneously with that statement, the Board of Education shall also set forth in writing, the penalty the Board would render in the event the employee waives the right to a hearing.

c. Within ten (10) calendar days of the receipt of the statement of charges and proposed penalty, the employee shall notify the Clerk of the Board of Education, using the form annexed as Appendix A, that he/she wishes to proceed with one of the following options:

1. A waiver of any hearing and an acceptance of the penalty proposed by the Board;

2. A request for a hearing as provided by Section 3020-a of the Education Law;

3. A request for a hearing by a single arbitrator as provided by the negotiated alternative procedure set forth herein.

d. The unexcused failure of the employee to notify the Clerk of the selected option shall be deemed to be a waiver of any hearing and an acceptance of the charges and the penalty originally recommended by the Board of Education.

e. Once an employee has filed a selected option with the Clerk, the election shall be irrevocable.

f. It is understood that the Board of Education retains the right to suspend a teacher at the time the Board makes a finding of probable cause, regardless of the hearing option selected by the teacher. However, the District may suspend without pay only in accordance with the law in effect at the time of suspension.

g. The time limitation for the filing of any charges under this Article shall be the same as provided in Education Law Section 3020-a.

2. The Negotiated 3020-a Alternative Proceeding

a. If a tenured teacher elects to have a hearing as provided under this Section 3020-a alternative proceeding, a hearing before a sole arbitrator will be held, in accordance with the rules of the American Arbitration Association.

b. The District and the Association will, within ten (10) days of the filing of a request for a hearing, make every effort to mutually agree upon an arbitrator to conduct the hearing.

c. In the event an arbitrator cannot be mutually agreed upon, the District shall request that the American Arbitration Association provide a single list of qualified arbitrators. The Association may first strike a name from the list, followed by the District. The striking of names shall continue by this
process until a single arbitrator's name remains. Said arbitrator shall then act as the hearing officer. An arbitrator must be selected by the parties within ten (10) days of the receipt of the list. This period will be extended for an additional fifteen (15) day period in the event the arbitrator first selected is unable to serve and another arbitrator is necessary.

d. It is the intent of the District and the Association to have the arbitration hearing scheduled and concluded as expeditiously as possible. The parties, therefore, agree that a selected arbitrator must be available to conduct the hearing within forty-five (45) days of the selection of the arbitrator and have available within that forty-five (45) days at least three (3) consecutive days for the hearing. A decision by the arbitrator should be rendered within thirty (30) days of the conclusion of the hearing. These time periods may be waived upon the mutual agreement of the District and the Association.

e. In the event the selected arbitrator cannot commit to meeting the timetables set forth at the time of selection, and there is no waiver by the parties, that arbitrator shall be excused and the arbitrator last struck from the list shall conduct the hearing. This process of returning to those arbitrators last struck from the list provided by the American Arbitration Association shall continue until an arbitrator has been selected from that list.

f. The arbitrator has the right to impose any penalty or punishment deemed appropriate by the arbitrator which may include or be different from those set forth in Education Law Section 3020-a. The Board of Education shall implement the decision of the arbitrator within thirty (30) days of its receipt of the arbitrator’s decision.

g. If the arbitrator finds that there is not just cause for any action against the teacher, the teacher’s sole recompense will be an award of back pay for any period of unpaid suspension which occurred during the school year. All references to the charges and the hearing shall be deleted from the employee’s personal file.

h. The fees and expenses of the arbitrator, the American Arbitration Association and the stenographer and transcript shall be paid equally by the parties to the Arbitration. All other expenses shall be paid by the party incurring those expenses.

i. The findings and penalty determined by the arbitrator shall be final and binding on all parties. No review of the arbitrator’s decision or the implementation of the specified penalty will be undertaken before the Commissioner of Education or the courts, except as provided in Article 75 of the Civil Practice Law and Rules.

ARTICLE 7 - TEACHING HOURS AND LOAD

A. Class Load

Agreed that:

1. If at the time of scheduling it appears that a teacher will have more than two (2) different preparations, special attention will be given to the possibility of alleviating
the situation by releasing the teacher from homeroom or study hall duty.

2. The number of daily periods of class instruction for a secondary teacher should not exceed five (5), nor a daily teaching load of more than one hundred fifty (150) pupils in accordance with the philosophy of the Commissioner of Education.

For secondary Science teachers whose regular schedules include thirty (30) to thirty-three (33) instructional assignments (classes and/or labs) in a six (6) day cycle, the following shall apply: on days when teachers have six (6) or more classes (including labs), they will have no other coverages during the instructional day; on days when teachers have fewer than six (6) classes (including labs), they may be given one (1) coverage. In all cases efforts will be made to solicit input from affected teachers regarding the distribution of these instructional assignments across the six (6) day cycle.

3. Where curriculum changes are being dictated by the State or the Board, an effort will be made to lower the limit of the number of daily periods of classroom instruction to four (4).

4. Physical Education

It is mutually agreed that insofar as it is possible and in accordance with scheduling and availability of physical facilities, every effort will be made to distribute class load for physical education teachers as evenly as possible in grades 7 - 12.

B. Preparation Time

The District will make an effort to schedule one (1) preparation period per day for all elementary teachers.

C. Lunch

All teachers shall be entitled to a duty-free lunch period of at least thirty (30) consecutive minutes.

D. Memorial Day Weekend

If there is an excess emergency closing day which has not been used, a non-instructional day shall be scheduled by the Superintendent for the Friday of the Memorial Day weekend. Teachers will not be required to work this day.

ARTICLE 8 - LEAVES OF ABSENCE

A. Requests for Leaves

All requests for leaves or extensions or renewals of leaves will be applied for and granted or denied in writing.

B. Tenure Teacher Benefits

Agreed that all benefits to which a tenure teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon return, and he/she will be assigned to the same position which he/she held at the time...
said leave commenced, if available, or if not, to a substantially equivalent position. A teacher who returns from such leave will be placed on at least the same level of salary he/she was on when the leave commenced, except that a teacher having served at least five (5) months in a school year in which the leave commenced shall receive the salary increase applicable to the first school year following the commencement of the leave.

C. Sick Leave

Agreed that:

1. Sick leave will remain at ten (10) days per year with unlimited accumulation for personal sickness.

2. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide extended sick leave for the employee.

a. Joining the Bank

To join the Bank an employee must fill out the Susquehanna Valley Teachers’ Association Sick Bank Enrollment Form (see Appendix B) and initially donate two (2) sick days. Thereafter, the employee will donate one (1) day per year until the Bank reaches a balance exceeding seven hundred twenty (720) days. An employee who chooses not to join at the first opportunity will be allowed to join any September and will be required to donate a number of sick days equal to that which would have been placed in the Bank had the employee joined at his/her first opportunity to join. Additionally, this employee will not be eligible to access the Bank for one (1) year after joining.

Once the number of days in the Bank exceeds seven hundred twenty (720) days, donations will be limited to new employees or “second opportunity” employees.

If as a result of usage, the total number of days falls below three hundred sixty (360) days on September of any year, then members will donate a day that September and each September thereafter until the Bank once again exceeds a balance of seven hundred twenty (720) days.

b. Eligibility to Use the Bank

The employee must have worked in the District for a period of one (1) year to be eligible to use the Bank.

The employee must first exhaust all personal sick leave days.

The employee must be out of work for a period of at least twenty (20) continuous days, paid or unpaid. In cases where there is a chronic illness or where ongoing treatment cause continuing absence after the person returns to work, the twenty (20) consecutive day rule can be waived.

The employee will be paid retroactive to the first day of unpaid absence.
The employee must present the District with a note from his/her Doctor as to the reason for the absence and the anticipated return date.

The District may, at its expense, ask the employee to see a District-appointed Doctor.

The maximum number of days that can be used by any teacher is one hundred eighty (180) days in a career.

The Bank may not be used for elective surgery which could be performed at a time when school is not in session.

c. Applications to the Bank

All applications to withdraw days from the Bank should be on the appropriate Sick Bank Request Form (see Appendix C) which can be obtained from the office of the Superintendent. All applications will be reviewed by the Superintendent and the President of the Susquehanna Valley Teachers' Association and they will process all approved applications to payroll.

D. Personal Leave

Teachers may be granted three (3) days of personal leave per year with the prior approval of the Superintendent of Schools. No reason for using these days need be given if the Superintendent of Schools is notified one (1) week prior to the date the teacher will be absent. Not more than five (5) percent of the teaching staff will be granted personal leave on the same day. Such days shall not be used for vacation purposes.

1. If it is not possible to give one (1) week's notice, the personal day or days will be given upon notification, with reason, to the Superintendent of Schools.

2. If a person has used all sick leave, he/she may then use his/her personal days as sick leave.

3. Unused personal days to a maximum of three (3) each year will be considered as sick days and will be cumulative.

4. If a teacher does not use three (3) days of personal leave during one (1) year, a maximum of two (2) unused personal days may be carried over, but in no event will a teacher have more than five (5) days of personal leave per school year.

5. The Superintendent will inform the Association President of any apparent abuses in personal leave. Upon notification of abuses of personal leave, the Association will take appropriate action. The Association will furnish a report to the Board regarding the outcome of these abuses during the negotiating session for the next Contract.

E. Temporary Leaves

1. Jury Duty

A teacher serving on Jury Duty will be granted leave without any financial, longevity, personal or sick day loss, and his/her entire status be treated as though
he/she had been present for his/her normal duties.

2. Military Service Preparations

A teacher absent because of obligatory medical examinations or obligatory hearings concerning military service, will be granted leave without any financial, longevity, personal or sick day loss, and his/her entire status be treated as though he/she had been present for his/her normal duties.

3. School Business

A teacher will not suffer financial loss for days not in attendance for school business, when authorized by the Superintendent.

4. Bereavement

To allow necessary time to a maximum of four (4) days for death in the immediate family (husband, wife, parents, children, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law and grandparents). Additional days, or days for other than the defined immediate family may be granted at the sole discretion of the Superintendent.

F. Extended Leaves

1. Military Service

Teachers who are drafted, who volunteer for military service, the Peace Corps, Volunteers in Service to America (VISTA), and the Teacher Corps constitute a service to the Nation and that such teachers be granted Contract renewals and continued tenure. Salary increments will be given if drafted.

G. Other Leaves

1. Personal Reasons

A leave of absence without pay of up to one (1) year may be granted to a teacher on tenure for the purpose of other employment. For other personal reasons a leave of absence without pay of up to one (1) year will be granted to teachers on tenure. Additional leave may be granted at the discretion of the Board. On leaves of absence of less than five (5) months, the teacher on leave of absence will notify the Superintendent in writing no later than thirty (30) days prior to the expiration of the leave as to whether or not the teacher will return to employment after the expiration of the leave. On leaves of five (5) months or more the teacher on leave of absence will notify the Superintendent in writing no later than sixty (60) days prior to the expiration of the leave as to whether or not the teacher will return to employment after the expiration of the leave. The District will notify the teacher in writing by certified mail "Return Receipt Requested" at least two (2) weeks prior to this due date that the notice from the teacher is due.

2. Personal Illness

Any teacher whose personal illness extends beyond the period of his/her own accumulated sick leave will be granted a leave of absence for such time as is necessary for complete recovery from such illness up to a maximum of two (2)
H. Sabbatical Leave

1. Sabbatical Leave I - Full Year

Permanently certified teachers who have served Susquehanna Valley Central School District for seven (7) years may, upon recommendation of the Superintendent of Schools, and with the approval of the Board of Education, be granted a leave of absence for advanced study.

   a. All leaves shall be granted for one (1) school year.

   b. Two-thirds (2/3) of the base salary shall be paid during the two (2) semesters of absence.

   c. In any school year not more than two (2) teachers regularly employed may be granted leave of absence. Selection shall be made in accordance with the following rules:

      1. Preference being given to those longest in service and to those requests that would best benefit the School District.

      2. Provision being made that the benefits of such leave of absence shall be distributed as fairly as possible among all teachers including supervisory personnel.

   d. Application for such sabbatical leave shall be acted on by the Board of Education at its regular March meeting preceding the year for which the sabbatical leave is to be granted. Persons whose applications are to be acted on by the Board of Education must be present and available for questioning at said meeting. The President of the Teachers’ Association shall be notified in advance that this action will take place.

   e. As a condition precedent to the granting of such sabbatical leave, each applicant shall sign a written Agreement, Appendix F, in this Contract.

   f. No teacher on sabbatical leave shall engage in study for a profession other than education.

   g. A written report periodically during leave and a summary report to the Superintendent of Schools due within three (3) months upon return from leave shall be made.

   h. The Board of Education reserves the right to reject any and all request for sabbatical leave.

   i. During the sabbatical leave the teacher’s insurance will be in effect as if he or she were teaching.
2. Sabbatical Leave II - Summer

a. In addition to Sabbaticals I, Summer sabbaticals shall be granted each year to three (3) teachers who are permanently certified and tenured at Susquehanna Valley School District. More Summer sabbaticals may be granted in any one (1) year based on the recommendation of the Superintendent and approval of the Board of Education. Course work must further the District educational program and be sponsored by an accredited institution, or recommended by the Superintendent. Selection shall be made in accordance with the following rules:

1. Preference being given to those longest in service and to those requests that would best benefit the School District.

2. Provisions being made that the benefits of such sabbatical shall be distributed as fairly as possible among all teachers including supervisory personnel.

b. Application for such Summer sabbatical leave shall be acted on by the Board of Education at its regular April meeting preceding the Summer for which the sabbatical leave is to be granted. The President of the Teachers’ Association shall be notified in advance that this action will take place.

c. Teachers who are granted Summer sabbaticals shall be paid on the basis of one two-hundredths (1/200) of their current salary in effect on July 1 for every Summer school day including orientation and registration. One hundred eighty (180) minutes of class attendance is one (1) Summer school day, pro-rated for less by day based on time listed on teacher’s student program.

Example:

<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>60 min.</td>
<td>240 min.</td>
<td>120 min.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(1/3 day)</td>
<td>(1 day)</td>
<td>(2/3 day)</td>
<td>(0)</td>
<td>(0)</td>
</tr>
</tbody>
</table>

d. Maximum Summer school pay will be thirty (30) days salary per recipient. The first payment will be made in the first available payroll after the start of the course. Subsequent payments will be on two (2) week intervals based on payroll dates, the last payment will be made after the teacher provides evidence of successful completion of the course or workshop.

e. As a condition precedent to the granting of such Summer sabbatical leave, each applicant shall sign a written Agreement as noted in Appendix G of this Contract.

f. No teacher on Summer sabbatical shall engage in study for a profession other than education. Granting of Summer sabbaticals will be based on those courses and/or workshops offered by accredited educational institutions. Other types of educational experiences would require the approval and recommendation of the Superintendent.
ARTICLE 9 - ASSOCIATION RIGHTS

The Association recognizes that it is the legal right and responsibility of the Board to make the final decisions concerning the granting of tenure to teaching personnel. However, the Board recognizes the desirability of having the professional advice of the Association regarding the professional aptitude of any teacher being considered for tenure. Therefore, the Association agrees that it will independently review the qualifications of a candidate for tenure and make recommendation to the Board together with all other relevant criteria and recommendations.

The Superintendent will work with the Association Committee in formulating procedures to implement this paragraph.

A. Association Business

1. The Association shall have the right to have four (4) meetings per year where teachers are released from their regular duties to attend these meetings. The time determination will be by mutual agreement between the Association and the Superintendent.

2. The Association business will be conducted in a manner and at times which will not interfere with any regular school functions.

3. Time off without loss of pay will be granted to two (2) delegates to the Association's State affiliate's meetings and one (1) Retirement System delegate.

   Officers and members of the Executive Committee of the Association, or their designees, upon approval of the Superintendent will be granted professional leave to attend meetings and workshops sponsored by the Association's National and State affiliate and the New York State Teachers' Retirement System without loss of pay. Total time not to exceed ten (10) days.

4. The Association be given reasonable time for Association business during any faculty meeting in any building.

B. Orientation Meetings

The Association may appear and speak to new teachers and to the entire faculty at the Superintendent's meeting on the first day of school with the approval of the Superintendent of Schools.

C. Board Meetings

The President or his/her representative may represent the Association at all Board meetings. The President or his/her representative shall receive the agenda of the Board meetings at the same time it is received by all Board members. Time will be allotted on the official agenda of regular Board meetings for the Association President or his/her representative to speak to the Board.

Two (2) copies of the Board Policy Manual shall be given to the Association. These files shall be kept up to date by sending two (2) copies of additions and revisions to this Policy Manual to the Association as they are adopted.
D. Building Visitations

The President or his/her representative shall be allowed to visit District Schools to investigate working conditions, teacher’s complaints, problems, or for other purposes relating to the proper administration of this Contract. Upon the arrival of the President or his/her representative at any school, the Principal or his/her representative shall confer with the President in order to facilitate the purpose of the visit. Whenever possible, advance notice shall be given. Upon arrival he/she will report his/her presence to the school office.

E. Representation Status

The Association shall have exclusive representation rights for all employees in the unit and unchallenged status for the maximum period permitted by law.

F. Use of Facilities

1. The local Association has the right to use building facilities upon request to, and approval of, the Superintendent.

2. The local Association has the right to use appropriate school communication systems.

G. Access to Data

The District shall make available to the Association, upon request, statistics and records relevant to negotiations, or necessary for the proper administration of the Contract. No information of a personal nature which could be considered an invasion of privacy will be released.

H. Non-Discrimination

The District shall not discriminate against any teachers with respect to hours, wages, or other terms or conditions of employment by reason of his/her membership in the Association, participation in the activities of the Association including collective negotiations with the Board, or initiating or processing of any grievance, complaint, or any proceedings under this Agreement.

I. School Calendar

The Association recognizes the right of the Board to determine the school calendar in cooperation with other Broome County Schools. The Board, however, agrees to make available the proposed calendar to the Association at least one (1) week prior to Board approval, and the Association shall have the right to make suggestions directly or by letter to the Board on the proposed calendar prior to its approval by the Board.

J. For elementary teachers to complete year end duties, elementary students will be dismissed no later than 12:00 noon on three (3) days during Regents week, subject to one hundred eighty (180) instructional days in the year.

ARTICLE 10 - CONTRACT WAIVER PROCESS

Any official Building Leadership Team or a building can request a waiver of a contractual requirement so long as the waiver has the support (taken by a “home school” building vote) of
eighty percent (80%) of the faculty.

All waivers must be requested on the Contract Waiver Request Form (Appendix D) which will be filed with the Contract Waiver Committee (CWC) composed of the Superintendent and another person selected by her/him plus the Association President and another person selected by her/him.

The Contract Waiver Committee (CWC) can approve or deny any waiver request. A majority vote is needed for approval. All waivers are for a period not to exceed one (1) year. Waiver requests can be renewed but they must go through the same process as the original request.

ARTICLE 11 - GRIEVANCE POLICY

A. Procedure

Section I - Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education, its administrators and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education, (hereinafter referred to as the Board) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the Courts.

Section II - Definitions

2.1 A grievance is a claim by any teacher or group of teachers in the negotiating unit relating to the meaning and application of, or compliance with, the provisions of this Agreement. All provisions of this Agreement are subject to the grievance procedure.

2.2 The term Administrator shall mean any teacher responsible for or exercising any degree of supervision or authority over another teacher.

a. Chief Administrator shall mean the principal of the District or building.

b. Immediate Supervisor shall mean the administrator to whom the teacher is directly responsible.

2.3 The Chief Executive Officer is the Superintendent of Schools.

2.4 Association shall mean the Susquehanna Valley Teachers' Association.

2.5 Aggrieved Party shall mean any teacher, group of teachers, or the Association filing a grievance.

2.6 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.

2.7 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.
2.8 **Teacher** shall mean any employee whose position requires certification by the State Education Department or any group of such employees.

2.9 **Representative** shall mean the person or persons designated by the aggrieved teacher as his/her counsel or to act in his/her behalf.

Section III - Procedures

3.1 Except at the informal Stage, all grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party, and must be signed by the aggrieved, the group of teachers and/or the President of the Association or his/her delegated representative.

3.2 Except for the informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and his/her representative, if any, and the Association.

3.3 If a grievance affects a group of teachers or appears to the Association to be associated with this Agreement, it may be submitted by the Association directly at Stage 2 described below.

3.4 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.

3.5 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

3.6 Except as otherwise provided in informal Stage an aggrieved party and any party in interest shall have the right at all Stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every Stage of this grievance procedure if same is requested in writing.

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

3.8 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents, will be developed by the Association and Chief Executive Officer. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
3.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and said hearing shall be kept confidential by the Board of Education.

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

3.11 The grievant may choose whomever he/she wishes to represent him/her at Stages I, II, and III of this procedure.

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

3.13 The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievances, all exhibits, transcripts, communications, minutes and/or notes of testimony as the case may be, written arguments and briefs considered by all levels other than Stage 1A and all written decisions at all Stages. Official minutes will be kept at Board expense of all proceedings in Stage 2, 3, and 4. A copy of such minutes will be made available to the aggrieved party (his/her representative) and the Association as soon as possible or within ten (10) days after the conclusion of hearings at Stages 2, 3, and 4 who will advise the appropriate Hearing Officer of any errors in said minutes. Any such claim or error in the minutes shall become a part of the Official Grievance Record and the Hearing Officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, (his/her representative), the Association and the Board but shall not be deemed a public record.

3.14 The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

3.15 Any teacher to whom Stage I does not apply shall have immediate recourse to Stage II of the grievance procedure.

Section IV - Time Limits

4.1 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.

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

4.3 Failure at any Stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next Stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4.4 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro-rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section V - Stages of Grievance

5.1 Stage 1: Immediate Supervisor

(a) A teacher having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative with the objective of resolving the matter informally. This step must be instituted by the teacher within twenty-five (25) school days after the teacher knew or should have known of the act or condition on which the grievance is based. The supervisor will confer with all parties in interest, but, in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance. This step shall be regarded as concluded on the date that the immediate supervisor informs the teacher of the disposition of the grievance, or ten (10) school days after this step was instituted, whichever occurs first.

(b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor within ten (10) school days after the conclusion of step (a). Within five (5) school days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing and present it to the teacher, his/her representative and the Association.

5.2 Stage 2: Chief Executive Officer

(a) If the teacher initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 may be filed with the Chief Executive Officer within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

(b) As soon as the Chief Executive Officer has received said appeal, he will notify all parties involved or interested in said proceeding who shall submit to said Chief Executive Officer within ten (10) school days any or all additional facts in connection with said grievance.
Within two (2) school days after the expiration of the ten (10) school days described in 5.2 (b), the Chief Executive Officer, or his duly authorized representative, shall notify the aggrieved party and his/her representative of the date of the hearing to be held by the Chief Executive Officer or his duly authorized representative. Such hearing should be held no sooner than five (5) days and no later than fifteen (15) days after such notice of hearing.

The Chief Executive Officer shall render a decision in writing to the teacher, his/her representative and the Association within ten (10) school days after the conclusion of the hearing.

5.3 Stage 3: Board of Education

(a) If the teacher and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the President of the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The Official Grievance Record maintained by the Chief Executive Officer may be available for use by the Board of Education.

(b) Within twenty (20) school days after receipt of an appeal, the Board of Education or a committee of the Board or one (1) of its members shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session.

(c) Within seventeen (17) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

5.4 Stage 4: Arbitration

(a) If the teacher and/or the Association are not satisfied with the decision at Stage 3 and the Association Council by formal vote determines that the grievance is valid and that appealing it is in the best interest of the school system, the aggrieved may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of notification of the decision at Stage 3.

(b) Within ten (10) school days after such written notice of submission to arbitration the Board of Education and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by this rule and procedure of the American Arbitration Association in the selection of an arbitrator.

(c) The selected arbitrator will hear the matter promptly and will issue his/her decision in a reasonable length of time after the hearing.

(d) The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

The arbitrator shall have no power or authority to make any decision which
required the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

(e) The decision of the arbitrator shall be final and binding upon all parties.

(f) The cost for the services of the arbitrator including expenses, if any, will be borne equally by the Board of Education and the Association.

(g) A permanent panel of arbitrators will be established, subject to mutual agreement by the parties. Absent such agreement the above selection provisions will apply.

ARTICLE 12 - INSURANCE, ANNUITIES, PAYROLL SAVINGS

A. Health Insurance

The District agrees to continue the employees’ insurance to Blue Cross/Blue Shield Select Blue Surgical and Medical Program (Option 2 with Drug Rider) as underwritten by Blue Cross/Blue Shield of Central New York and agrees to pay one hundred (100) percent of the employees’ and ninety-five (95) percent of the dependents’ premium. The prescription co-pay for brand names will be five dollars ($5.00) and the prescription co-pay for generic brands will be zero. Mail order prescription service will be available at zero co-pay for all prescriptions.

Each year of the Agreement two-tenths percent (.2%) of the gross dollars available for salary increases will be used to reduce the health insurance premium cost.

B. Credit Union, Annuity

The Business Office will continue the Credit Union deduction and the annuity plan. When twenty (20) percent of the Association members request and participate in a savings bond plan it will be put into effect.

C. Dental Insurance

The District will provide a Blue Shield Dental Plan consisting of Basic and Supplemental Basic Option A. In addition, the plan will provide Option I periodontics, prosthetics, and orthodontics. The individual premium will be paid at the rate of one hundred (100) percent. The family premium will be paid at the rate of ninety-five (95) percent.

D. IRS Section 125 - Insurance Premiums

The District will continue a pretax plan for payment by the employees of their share of insurance premiums as allowed by IRS code.

E. Certain teachers who have dual coverage for health insurance may elect to participate in the health coverage program maintained by the District in accordance with Paragraph A of this Article, or receive cash compensation, known as the “alternative buy-out program” in lieu of participation in such health coverage program.

The alternative buy-out program will be offered through the pre-tax plan maintained by the District in accordance with Paragraph D of this Article. All teachers eligible to participate in the alternative buy-out program will be deemed to have elected to participate in the health
coverage program unless they affirmatively decline such coverage and elect the alternative buy-out option by completing the appropriate election form before the beginning of each new Plan Year of the pre-tax plan in accordance with the procedures set forth in the plan.

Teachers electing the alternative buy-out program will receive eighty-five percent (85%) of the individual premium amount of the health and prescription insurance for which coverage is waived. One-half (1/2) (or the appropriate pro-rata portion) of that amount will be paid to the teacher in December. The remaining one-half (1/2) (or the appropriate pro-rata portion) shall be paid to the teacher in June. All cash compensation paid pursuant to the alternative buy-out program will be subject to any applicable Federal, State, and/or local taxes.

A teacher may change his/her election with respect to participation in the health coverage program or alternative buy-out program for the balance of a Plan Year only to the extent permitted under the provisions of the pre-tax plan. Any payment to the teacher under the alternative buy-out program will be reduced, on a pro-rata basis, to reflect the part of the Plan Year during which the teacher received coverage under the health coverage program.

A teacher will be deemed to have dual coverage for health insurance and to be eligible for the alternative buy-out program if he or she represents to the District, in writing, that he or she has alternative health care coverage in effect. In order to elect the alternative buy-out program, a teacher will have to decline all of the health insurance and prescription coverage under Paragraph A of this Article.

ARTICLE 13 - SUBSTITUTES

The District will hire the best qualified substitute available to replace an absent teacher.

ARTICLE 14 - EMPLOYMENT ASSISTANCE

A. If the District determines that reductions are appropriate, the Association will be advised immediately following the District's decision and the impact of such reductions on the teachers affected will be subject to and governed by good faith bargaining as required by the Taylor Law and the Charter for Impact-Bargaining agreed to between the parties dated May, 1978.

B. Upon receipt of written notice by a tenured teacher or probationary teacher that the teacher will be excessed because a position will be abolished, the District at its option will:

1. In the case of a tenured teacher either:
   a. Pay to the tenured teacher as an "abolition allowance" (in addition to salary and benefits due under the Contract) equal to two (2) months' salary. This means gross salary if regulations and law permit, otherwise net after deducting payroll taxes. Pension contribution will not be paid on this allowance unless required by law or regulations. The teacher may additionally request that pro-rated health insurance costs be deducted from this amount for a period determined by the teacher subject to the maximum period of time permitted by law or regulations; or
   b. In the alternative, the District may give to the tenured teacher the same "abolition allowance", a portion or all, to be used by the teacher for
purposes of obtaining courses necessary for re-certification. If the District
selects this alternative, the tenured teacher will be appointed to a position in
the new certification area, and where necessary, a joint waiver of
certification during the period of retraining will be requested.

c. If the tenured teacher, within ten (10) days of notification of being selected
for re-certification with a position appointment, advises the District in
writing that the teacher does not accept the offer, then the teacher will
instead receive the amount set out in paragraph "a", subject to the provisions
of "d".

d. This allowance will not be paid until on or about September 15 except that
pro-rated health premiums, if applicable, and any tuition costs and/or related
book costs actually incurred by the teacher will be paid on submission of a
District expense voucher. Said sum so paid will be credited against the total
payable under this Article.

2. In the case of a probationary teacher the same provisions set forth above shall apply
except that the "abolition allowance" shall be equal to "one (1) month" instead of
"two (2) months" of salary as defined in paragraph "a".

C. Upon receipt of written notice by a tenured teacher or probationary teacher that the teacher
will be excessed because a position will be abolished, the teacher may:

1. Request and receive a letter from the building principal and/or Superintendent
concerning the teacher's services.

2. Use school copy machines, typewriters, stationery and postage to prepare and
distribute not more than ten (10) (in addition to paragraph 4 requirements)
applications for new employment.

3. Convert up to five (5) sick days (if available) to "job interview days". Only two (2)
of these "job interview days" may be taken in any one (1) month unless otherwise
agreed to by the District administration.

4. Request the Superintendent to notify all Broome/Tioga BOCES constituent Districts
of the teachers that are available as a result of layoffs. Additionally, the
Superintendent will accompany the notification with brief documentation explaining
the teacher's experience, certification held and the present teaching position(s).

D. These provisions shall not apply to a teacher who has previously received such benefits in
full. Any teacher who has received part of such benefits shall be entitled to the balance
thereof if excessed more than once until he/she has received such benefits in full.

ARTICLE 15 - MAINTENANCE OF STANDARDS / EFFECT ON FUTURE
CHANGES

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

Before the District changes terms and conditions of employment, the District shall notify the
Association in writing that it is considering such a change. The Association will have the right to
negotiate such terms with the District.

Except as otherwise provided by this Agreement, professional and/or employment advantages and/or benefits heretofore enjoyed by teachers will continue.

ARTICLE 16 - SALARIES AND COMPENSATION

A. Salary Notice

Agreed that the "salary notice" contain a minimum of the following items concerning the teacher's working conditions for the following year:

1. Salary;
2. Teacher Assignment - both level and school building;
3. Number of classes and estimate of size of classes (7-12);

In addition, it is agreed that there will be a two-week (14 days) time lapse between the issuing of the notice and the deadline for returning the notice to the building principal.

Should conditions change after the notice is signed, the teacher will be consulted.

B. Teachers' Salary

1. For 1997-1998:
   a. There will be a minimum salary of twenty-seven thousand five hundred dollars ($27,500).
   b. Each returning teacher will receive a one thousand four hundred sixty-five dollars ($1,465) increase in his/her 1996-97 salary.

* Salary shall include career pay and pay for academic training as in the past. It does not include pay for coaching, etc.

2. Career Steps

For 1997-1998:

Tenure Step: Teachers granted tenure will receive three hundred dollars ($300). It is understood that to receive tenure a teacher must have accumulated fifteen (15) hours toward permanent certification.

A career step at the tenth (10th) year of service will be four hundred fifty dollars ($450).

A career step at the fifteenth (15th) year of service will be four hundred fifty dollars ($450).
A career step at the twentieth (20th) year of service will be five hundred dollars ($500).

A career step at the twenty-fifth (25th) year of service will be five hundred dollars ($500).

A career step at the thirtieth (30th) year of service will be five hundred dollars ($500).

In computing years of service, full credit will be granted for years of teaching service in the District and one-half (1/2) credit for years of teaching service outside the District.

3. Graduate Hours

For 1997-1998:

a. BA plus fifteen (15) graduate hours - the employee will receive five hundred fifty dollars ($550).

b. BA plus thirty (30) graduate hours - the employee will receive one thousand two hundred fifty dollars ($1,250). When an employee moves from BA + 15 to BA + 30 she/he will receive the difference between the two levels.

c. MA - the employee will receive one thousand five hundred dollars ($1,500). When an employee moves from BA + 15 or BA + 30 to MA she/he will receive the difference between the two levels.

d. After BA plus thirty (30) graduate hours or MA, no limit to the accumulation of six (6) hours at two hundred seventy dollars ($270) in graduate courses in the area of the teacher's employment responsibilities.

C. Teachers' Salary

1. For 1998-1999:

a. There will be a minimum salary of twenty-seven thousand nine hundred dollars ($27,900).

b. Each returning teacher will receive a three and three-tenths percent (3.3%) increase in his/her 1997-98 salary.*

* Salary shall include career pay and pay for academic training as in the past. It does not include pay for coaching, etc.

2. Career Steps

For 1998-1999:

Tenure Step: Teachers granted tenure will receive three hundred dollars ($300). It is understood that to receive tenure a teacher must have accumulated fifteen (15) hours toward permanent certification.

A career step at the tenth (10th) year of service will be five hundred dollars ($500).
A career step at the fifteenth (15th) year of service will be five hundred dollars ($500).

A career step at the twentieth (20th) year of service will be five hundred fifty dollars ($550).

A career step at the twenty-fifth (25th) year of service will be five hundred fifty dollars ($550).

A career step at the thirtieth (30th) year of service will be five hundred fifty dollars ($550).

In computing years of service, full credit will be granted for years of teaching service in the District and one-half (1/2) credit for years of teaching service outside the District.

3. Graduate Hours

For 1998-1999:

a. BA plus fifteen (15) graduate hours - the employee will receive five hundred fifty dollars ($550).

b. BA plus thirty (30) graduate hours - the employee will receive one thousand two hundred fifty dollars ($1,250). When an employee moves from BA + 15 to BA + 30 she/he will receive the difference between the two levels.

c. MA - the employee will receive one thousand five hundred dollars ($1,500). When an employee moves from BA + 15 or BA + 30 to MA she/he will receive the difference between the two levels.

d. After BA plus thirty (30) graduate hours or MA, no limit to the accumulation of six (6) hours at two hundred seventy dollars ($270) in graduate courses in the area of the teacher's employment responsibilities.

D. Teachers' Salary

1. For 1999-2000:

a. There will be a minimum salary of twenty-eight thousand three hundred dollars ($28,300).

b. Each returning teacher will receive an across the board dollar increase in his/her 1998-99 salary based on a three and two-tenths percent (3.2%) increase in the previous years salary pool.*

* Salary shall include career pay and pay for academic training as in the past. It does not include pay for coaching, etc.
2. Career Steps

For 1999-2000:

Tenure Step: Teachers granted tenure will receive three hundred dollars ($300). It is understood that to receive tenure a teacher must have accumulated fifteen (15) hours toward permanent certification.

A career step* at the tenth (10th) year of service will be five hundred fifty dollars ($550).

A career step at the fifteenth (15th) year of service will be five hundred fifty dollars ($550).

A career step at the twentieth (20th) year of service will be six hundred dollars ($600).

A career step at the twenty-fifth (25th) year of service will be six hundred dollars ($600).

A career step at the thirtieth (30th) year of service will be six hundred dollars ($600).

A career step at the thirty-fifth (35th) year of service will be six hundred dollars ($600). This step will be given to all teachers with thirty-five (35) years of service or more.

In computing years of service, full credit will be granted for years of teaching service in the District and one-half (1/2) credit for years of teaching service outside the District.

* Unless negotiated otherwise, only teachers reaching the career step service level for the first time will receive the newly negotiated increase.

3. Graduate Hours

For 1999-2000:

a. BA plus fifteen (15) graduate hours - the employee will receive five hundred fifty dollars ($550).

b. BA plus thirty (30) graduate hours - the employee will receive one thousand two hundred fifty dollars ($1,250). When an employee moves from BA + 15 to BA + 30 she/he will receive the difference between the two levels.

c. MA - the employee will receive one thousand eight hundred fifty dollars ($1,850). When an employee moves from BA + 15 or BA + 30 to MA she/he will receive the difference between the two levels.

d. After BA plus thirty (30) graduate hours or MA, no limit to the accumulation of six (6) hours at two hundred seventy dollars ($270) in graduate courses in the area of the teacher's employment responsibilities.
E. Coaches’ Salary

1. Each new head coach will be paid a set rate for the category his/her sport is in. The salary of each assistant coach in the program will be a percentage of the base varsity salary as specifically set forth in this Article:

<table>
<thead>
<tr>
<th>Head Coaches</th>
<th>BASE SALARY - VARSITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td></td>
</tr>
<tr>
<td>Basketball (Boys)</td>
<td>$3,897</td>
</tr>
<tr>
<td>Basketball (Girls)</td>
<td></td>
</tr>
<tr>
<td>Football</td>
<td></td>
</tr>
<tr>
<td>Wrestling</td>
<td></td>
</tr>
<tr>
<td>Group 2</td>
<td></td>
</tr>
<tr>
<td>Baseball</td>
<td>$3,410</td>
</tr>
<tr>
<td>Soccer (Boys)</td>
<td></td>
</tr>
<tr>
<td>Soccer (Girls)</td>
<td></td>
</tr>
<tr>
<td>Softball</td>
<td></td>
</tr>
<tr>
<td>Track (Boys)</td>
<td></td>
</tr>
<tr>
<td>Track (Girls)</td>
<td></td>
</tr>
<tr>
<td>Volleyball</td>
<td></td>
</tr>
<tr>
<td>Group 3</td>
<td></td>
</tr>
<tr>
<td>Bowling (Boys and Girls)</td>
<td>$2,740</td>
</tr>
<tr>
<td>Cheerleading</td>
<td></td>
</tr>
<tr>
<td>Cross Country (Boys and Girls)</td>
<td></td>
</tr>
<tr>
<td>Golf</td>
<td></td>
</tr>
<tr>
<td>Tennis (Boys)</td>
<td></td>
</tr>
<tr>
<td>Tennis (Girls)</td>
<td></td>
</tr>
</tbody>
</table>

All returning head coaches will receive the following amounts added to their coach’s salary for the previous year:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$150</td>
<td>$100</td>
<td>$100</td>
</tr>
<tr>
<td>Group 2</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Group 3</td>
<td>54</td>
<td>100</td>
<td>100</td>
</tr>
</tbody>
</table>

2. Salaries of new assistant coaches are determined as follows, using the figures in Paragraph 1 of this Article:

First year coaching the sport - fifty percent (50%) of the varsity base for that sport, that year.

Second year coaching the sport - fifty-five percent (55%) of the varsity base for that sport, that year.

Third year coaching the sport - sixty percent (60%) of the varsity base for that sport, that year.
Fifth year coaching the sport - seventy percent (70%) of the varsity base for that sport, that year.

A coach who coaches a sport; stops coaching that sport, and then returns to coaching that same sport shall, as determined by the District, be given credit for that past experience if it was gained coaching at Susquehanna Valley. A first year coach at Susquehanna Valley may, as determined by the District, be given credit for past experience in another School District coaching the sport for which he or she is hired at Susquehanna Valley.

A coach who coaches one sport and moves over to coach another sport may, as determined by the District, be given credit for experience in the original sport.

All assistant coaches will be required to begin their coaching duties on the official varsity starting date.

3. Longevity Pay

Beginning with the 1998-1999 year, coaches who have devoted continuous years of coaching service to a particular sport at Susquehanna Valley, at any recognized level of interscholastic competition, shall be entitled to an additional annual sum as follows:

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Amount Added to Coaches’ Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>$50.00</td>
</tr>
<tr>
<td>15</td>
<td>50.00*</td>
</tr>
<tr>
<td>20</td>
<td>50.00*</td>
</tr>
<tr>
<td>25</td>
<td>50.00*</td>
</tr>
</tbody>
</table>

* Additional to prior coaching longevity sums received, if any.

The provisions for longevity pay shall not be retroactive and shall be effective only as each coach reaches the next applicable level. For example, a fourteen (14) year coach in 1998-1999 is not eligible for the ten (10) year longevity pay increment, and must wait until the following year to receive the fifty dollars ($50) increment for fifteen (15) year coaches.

If a coach interrupts his/her continuous service period due to an approved leave for Family Medical Leave Act purposes, approved graduate work towards permanent certification or as a result of extraordinary circumstances as approved by the Athletic Director and the Superintendent, such interruption shall not affect that coach’s accumulation of consecutive years of service upon his/her return to coaching duties.

4. Length of Season

The length of season begins from the first starting date as set forth by the NYSPHSAA Handbook, the Section IV Handbook and the STAC Handbook and concludes at the end of the day of the first scheduled sectional game or match for that team, if any.
5. **Extended Season**

If a coach’s season extends beyond the first scheduled sectional game or match for his/her team, then the coach shall be compensated for additional work at the pro-rated stipend rate of one hundred ten dollars ($110) per week for head coaches and fifty-five dollars ($55) per week for assistant coaches who have received approval of the Athletic Director, for each week or part of a week in which the team is practicing or playing. It is agreed that for purposes of this Paragraph, the week starts on Monday.

For purposes of Paragraph 4 and 5 of this Article, if a team draws a bye for the first round of sectional play, that bye will be considered as the first scheduled sectional game for that team and will be deemed to have occurred on the day that sectional play begins for that sport.

6. **The Howard Formula** was used to compare jobs and determine appropriate groupings. Requests and/or recommendations for changes and/or adjustments will be made through the Athletic Director who will forward them to the Coaches’ Committee. A Coaches’ Committee will meet each June to review any requests for changes and/or adjustments. This Committee will consist of four (4) teachers and two (2) administrators. These will then be submitted to the negotiating teams for the Susquehanna Valley Teachers Association and the District. The negotiating teams may accept or reject the requests and/or recommendations. A copy of the report of the Committee will be sent to the Association President and the Superintendent.

7. It is recognized that all coaching appointments are made on an annual basis only with no assurance or requirement that any coach will be appointed in any succeeding year by the Board of Education. Additionally, it is recognized that all appointments shall be contingent on budgeting considerations. However, no coach shall be relieved of his/her duties as a coach during a season unless the Athletic Director has just cause to do so and the Board of Education has approved the action of the Athletic Director.

F. **Travel**

Any teacher required to travel between schools or from a school designated as the home school to any other school and return as part of his/her job requirement, shall either be furnished a school car or be paid at the rate of not less than twenty-seven cents ($0.27) a mile for the trip and a return trip to the home school when this is necessary or desirable.

G. **Part-Time Teacher**

A part-time position is a position that is for less than a full school year or less than a full day. This does not include substitute teachers.

Salary will be calculated in accordance with Education Law and Commissioner’s Regulations.

H. **Retirement Incentive**

A teacher who reaches the age of retirement eligibility without penalty from the retirement system shall be eligible for the retirement incentive as herein defined, provided that the
following conditions are satisfied:

1. The individual who has been a teacher with the Susquehanna Valley School District for at least ten (10) full years performing the functions of a teacher in Susquehanna Valley School District. Excluded from the computation of years of service would be any period when the teacher was on leave of absence without pay.

2. The eligible teacher shall provide the Board of Education with written notice of intent to retire no later than the March 1 preceding the June 30 of his/her retirement.

3. A teacher who exercises his/her rights under this Article shall receive payment of the retirement incentive no later than the December 31 following the date of retirement.

4. The incentive shall consist of the following matrix, plus twenty dollars ($20) for each accumulated sick day:

<table>
<thead>
<tr>
<th>Year of Eligibility</th>
<th>Base Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$15,000</td>
</tr>
<tr>
<td>2</td>
<td>$12,000</td>
</tr>
<tr>
<td>3</td>
<td>$9,000</td>
</tr>
<tr>
<td>4</td>
<td>$6,000</td>
</tr>
<tr>
<td>5</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

In no instance can the total of the above exceed twenty thousand dollars ($20,000)

5. A teacher who reaches his/her first year of non-penalty retirement eligibility between school years and satisfies the other eligibility conditions must select step one (1) of the above matrix so that his/her retirement becomes effective on the June 30 prior to his/her birthday or the June 30 following his/her birthday. For all subsequent steps the teacher with a Summer birthday who is electing the incentive must retire effective June 30 following his/her birthday.

A teacher who does not elect retirement under the preceding conditions forfeits the retirement incentive.

ARTICLE 17 - DURATION OF AGREEMENT

This Agreement shall continue in effect from July 1, 1997 through June 30, 2000. It is agreed that no provisions of this Agreement will be effective after June 30, 2000. After this Agreement terminates, both parties will be subject to good faith bargaining as required by the Taylor Law.

ARTICLE 18 - INDIVIDUAL AGREEMENTS

Any individual arrangement, agreement, or contract heretofore or hereafter executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of the Agreement, and subsequent Agreements hereinafter executed by the parties. During its duration, this Agreement shall be controlling.
ARTICLE 19 - SAVINGS CLAUSE

If any provision of the Agreement or any application of the Agreement to any employee or group of employees 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 will continue in full force and effect.

ARTICLE 20 - MISCELLANEOUS

A. Certified Teachers

1. Only fully certified teachers, or those provisionally certified or holding certificates of qualification, shall be hired by the Board. It is also agreed that they shall be certified or provisionally certified in the field or subject area for which they are hired.

2. No teacher will be hired without a BS, BA or higher degree from a four (4) year college. All present and temporary employees and substitutes will be excepted from this provision.

3. The Superintendent will notify the President of the Teachers’ Association regarding the degree and certification status for each new teacher within thirty (30) days of his/her hiring.

4. For the purpose of this Contract, part-time teachers will not be considered to have probationary or tenure status unless so declared by Education Law, the New York State Court, or the Commissioner of Education. The grievance procedure cannot be used to arbitrate the issue of probationary or tenure status for part-time teachers.

Sick leave, personal leave and salary will be pro-rated for part-time teachers. Pro-ration will be to the nearest half (1/2) day.
ARTICLE 21 - LEGAL STATEMENT

Statement is required by the provisions of Section 204-a of the Civil Service Law:

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

SUSQUEHANNA VALLEY TEACHERS' ASSOCIATION

Barbara McGoldrick, SVTA President

Thomas Malloy, SVTA Chief Negotiator

SUSQUEHANNA VALLEY CENTRAL SCHOOL DISTRICT

Sandra Ruffo, Board of Education President

John Paske, Chief Executive Officer

Diane Kalmen, School District Clerk

Susquehanna Valley Teachers' Association Contract -- 1997-2000
Clerk of the Board of Education  
Susquehanna Valley Central School District  
P.O. Box 225  
Conklin, NY 13748  

RE: Education Law Section 3020-a  
Alternative Procedure  
Teacher Choice of Options Form  

Dear Clerk of the Board:  

I have received your letter regarding the Education Law Section 3020-a Alternative Procedure. I understand that I have ten (10) days after receipt of it to respond to the Clerk of the Board of Education with my choice of the options available to me.  

I have reviewed my options listed below and have marked my choice with an “X”.  

OPTIONS: (Please mark your choice with an “X”.)  

_____ a) A waiver of any hearing and an acceptance of the penalty proposed by the Board.  

_____ b) A request for a hearing as provided by Section 3020-a of the Education Law.  

_____ c) A request for a hearing by a single arbitrator as provided by the negotiated Alternative Procedure set forth herein.  

________________________  
Signature  

________________________  
Date
APPENDIX B
SUSQUEHANNA VALLEY TEACHERS' ASSOCIATION
SICK BANK ENROLLMENT FORM

In order to fulfill the requirement to join the Susquehanna Valley Teachers' Association (SVTA) Sick Leave Bank, I hereby authorize the District to deduct two (2) days of sick leave from my accumulation this year and one (1) day each year thereafter, as provided under the Agreement, unless I withdraw from the Bank in writing during the month of September of any year.

I understand that if I do not join now I will be subject to future waiting periods and deduction of sick days as required by the Agreement.

Name

Date

Return to Payroll by November 1
APPENDIX C
SUSQUEHANNA VALLEY TEACHERS’ ASSOCIATION
SICK LEAVE BANK REQUEST FORM

Name ______________________________________
Building ______________________________________
Date ______________________________________

I am requesting ________ days from the Sick Leave Bank. Please find attached a letter from my
doctor explaining my medical situation, prognosis, and an estimated or anticipated date of return (if
possible to give at this time).

__________________________________________
Signature

PLEASE RETURN TO THE OFFICE OF THE SUPERINTENDENT
DO NOT WRITE BELOW THIS LINE

=======================================================================

--- FOR OFFICE USE ONLY ---

Date of last sick day ____________________________________________
Number of days of continuous absence ______________________________
(or same illness if chronic)

Notes of any action needed:
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________

Approved: ____________________________ ____________________________
Superintendent President of SVTA

Susquehanna Valley Teachers' Association Contract -- 1997-2000
APPENDIX D
CONTRACT WAIVER REQUEST FORM

Date Filed: ___________________________ School: ________________________________

ALL SECTIONS OF THE FORM MUST BE COMPLETED

Nature of the waiver:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Provisions of the Contract to be waived:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Reasons for the waiver:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Description of the staff decision process:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Description of how unit members may be affected:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

________________________________________________________________________

Signature of Principal __________________________________ Signature of Building Representative __________________________________

Maintain a copy in file of Principal and Building Representative. Send request form to Superintendent and Association President for formal agreement.
APPENDIX E
SABBATICAL LEAVE APPLICATION

PLEASE TYPE OR PRINT

I. BACKGROUND
   1. Name

   ____________________________
   (Last) (First) (Middle)

   ____________________________
   (School Assigned) (Subject/Grade)

   3. Type of Sabbatical Leave requested
      I. Full Year ________ II. Summer ________

   4. Number of years of full service completed in the School District
      _________ full years of service

II. PROPOSED PROGRAM
   1. Field, type of study, and courses to be taken.

   2. Description of the proposed study in two hundred (200) words or less. The Description may be in your own words or you may submit materials that substantiate your plans for study.
3. Describe the relationship of your proposed study/research to the education of boys and girls in the Susquehanna Valley Central School District in the years following the sabbatical leave should it be granted.

4. The District will ask for tangible evidence of the progress and the successful completion of the project. All conditions of the Agreement will be met by teachers.

**********

I submit this application for sabbatical leave and state my intentions to teacher in the District per Contract upon return from the sabbatical.

_____________________________  _________________________
Signature                      Date

Susquehanna Valley Teachers' Association Contract -- 1997-2000
APPENDIX F
SABBATICAL LEAVE I - FULL YEAR

"I, __________________________, agree to return to Susquehanna Valley Central School District for a period of two (2) years upon completion of sabbatical leave in return for two-thirds (2/3) of the salary that I would have received if I were teaching in the School District.

If I cannot meet the obligations of the two (2) year commitment to return to the District, I will be expected to reimburse the District a pro-rated amount of any moneys I received for the sabbatical. Thus, if I still had a year’s obligation, I would repay one-half (1/2) the amount received. If I had a half year’s obligation remaining I would repay one-quarter (1/4) the amount received.

The sabbatical leave shall count as service in the Susquehanna Valley Central School District.

Upon returning to the Susquehanna Valley Central School District, I understand that I will be assigned to a position at the same level and in the same instructional area unless a change is made with the mutual consent of the teacher and the Superintendent of Schools.

If I receive additional certification as a result of the sabbatical and a position opens within that area of certification, I will be considered as a candidate for that position upon submission of an application.”

This Agreement may be terminated upon written mutual agreement between the Board of Education and the applicant signed below.

_________________________________________                      ________________
Applicant’s Signature                                                Date

_________________________________________
Witnessed by:

_________________________________________
President, Board of Education                                          Date

_________________________________________
Witnessed by:

Susquehanna Valley Teachers' Association Contract -- 1997-2000
APPENDIX G
SABBATICAL LEAVE II - SUMMER SABBATICAL

"I, __________________________, agree to return to Susquehanna Valley Central School District for a period of one (1) year upon completion of sabbatical leave in return for the salary received during the Summer sabbatical.

If I cannot meet the obligations of the one (1) year commitment to return to the District, I will be expected to reimburse the District a pro-rated amount of any moneys I received for the Summer sabbatical. Thus, if I still had a half year's obligation, I would repay one-half (1/2) the amount received.

If I receive additional certification as a result of the sabbatical and a position opens within that area of certification, I will be considered as a candidate for that position upon submission of an application."

This Agreement may be terminated upon written mutual agreement between the Board of Education and the applicant signed below.

__________________________________________  __________________________
Applicant's Signature                      Date

__________________________________________  __________________________
Witnessed by:

__________________________________________  __________________________
President, Board of Education

__________________________________________  __________________________
Witnessed by:
MEMORANDUM OF UNDERSTANDING #1
MIDDLE SCHOOL STAFFING PROCEDURE

Prior Year - The year before a change occurs
Year 1 - The year of the change
Year 2 - The year after the change

SIXTH GRADE STAFFING PROCEDURE

1. Any teacher assigned to 6th grade during the year prior to the start of a Middle School will be permitted to transfer to the SV Middle School and teach 6th grade during the Year 1 school year. Teachers assigned to 6th grade during the Prior Year will be given preference over all other staff.

2. In the event that the number of 6th grade teachers exceeds the number of 6th grade positions available, the least senior teacher(s) in the building will be placed on a transfer list.

3. Any teacher assigned to 6th grade during the Prior school year wishing to remain in the K-5 program, will be placed in her/his building based on seniority.

4. Any teacher assigned to grades K-5 during the Prior school year wishing to transfer to 6th grade at the Susquehanna Valley Middle School will be permitted to transfer, provided that a position is available. She/he should write a letter to the Superintendent of Schools in order to express this interest.

5. In the event that the number of K-5 teachers exceeds the number of 6th grade positions available, the final determination of transfers will be at the discretion of the Superintendent of Schools.

6. In the event that the number of 6th grade positions exceeds the number of interested teachers, the unfilled positions will appear as internal vacancies in May of the Prior Year.

7. During the Spring of Year 1, 6th grade teachers wishing to return to the K-5 program will notify the Superintendent. Sixth grade teachers will have an opportunity to return to their former Prior Year buildings for the second school year. Those 6th grade teachers who elect to return would replace the least senior teacher in the building who would then go on a transfer list.

8. In the event a staffing issue or a transfer issue arises which is not specifically addressed by the procedure set forth herein, the Superintendent of Schools has the sole discretion to transfer and assign staff members as she/he deems appropriate.

Furthermore, any staff member in the Susquehanna Valley Central School District assigned to a tenure area other than the Elementary Tenure Area, may request consideration for transfer to the 6th grade. Interested staff members must hold the appropriate certification and submit a letter to the Superintendent of Schools. Teachers outside of the Elementary Tenure Area would not be considered in the event that their reassignment to the 6th grade would result in the displacement of any other teacher in the Elementary Tenure Area.
NINTH GRADE STAFFING PROCEDURE

1. Staffing procedure in the 9th grade will be based upon the various areas of certification on the secondary level, i.e., English, Social Studies, Technology, etc.

2. Any teacher assigned to 9th grade during the Prior school year will be permitted to transfer to the Senior High School and teach 9th grade during the Year 1 school year. Teachers assigned to 9th grade during the Prior school year will be given preference over all other staff who are in their certification area.

3. In the event that the 9th grade teacher in the specific certification area does not request the transfer to the Senior High School, the position will then be open to all others in that certification area, with the most senior teacher having first choice.

4. In the event that no teacher in that certification area requests transfer to the Senior High School, the least senior teacher in the Middle School will be transferred to the Senior High School.

5. In the event a staffing issue or a transfer issue arises which is not specifically addressed by the procedure set forth herein, the Superintendent of Schools has the sole discretion to transfer and assign staff members as he/she deems appropriate.

For the Association
Barbara McGoldrick
Date 9/18/97

For the District
John Parker
Date 9/18/97
MEMORANDUM OF UNDERSTANDING #2
DISTANCE LEARNING

The parties to this Agreement wish to have a general understanding as to how the Distance Learning program will include participation by the teaching staff. It is, therefore, agreed as follows:

1. Teacher participation in a Distance Learning Program shall be on a voluntary basis only.

2. It is the intent of the District to offer Distance Learning courses for supplemental course studies. A Distance Learning Program shall not be used to reduce the number of full-time positions within the bargaining unit.

3. Distance Learning equipment shall not be used to monitor teacher performance. Teachers who participate in the Distance Learning Program shall continue to be evaluated in the same manner as all other teachers.

4. The District will be responsible for the proper functioning of all Distance Learning equipment required for each class.

5. Taped copies of lessons which are broadcast as part of a Distance Learning Program shall be made for the purpose of review and remediation only. The contents of any tapes shall remain the property of the sending teacher.

6. This Memorandum of Understanding is specifically limited to the Distance Learning Program. It does not change or impact any other past practice on the part of the Association or the District. No past practice will be established relating to Distance Learning during the duration of this Agreement.

7. This Memorandum shall remain in effect for the duration of the current Agreement and any extension thereof.

For the Association

For the District

Date 9/18/97
Date 9/18/97

Susquehanna Valley Teachers' Association Contract -- 1997-2000
MEMORANDUM OF UNDERSTANDING #3
USE OF INSTRUCTIONAL TIME

During the process of negotiations one of the topics discussed at length was finding ways to allow teachers to spend more time on instructional programs and less time on non-instructional monitoring such as study hall duty, cafeteria, bus duty, suspension room, detention (2:30 - 3:25), sports study hall, computer room, lunch detention, etc.

In an effort to address the question of freeing staff to enable them to work on instructionally related issues, the parties make the following suggestion.

Building Teams can investigate how they could improve the utilization of teacher “in school” time. Some of the concerns expressed by the parties in negotiations were:

1. Improve utilization of teacher “in school” time
2. End non-instructional monitoring
3. Provide adequate supervision by qualified people
4. Provide more time for serving on committees during the school day (includes team and outgrowth committees)
5. Improve morale
6. Consider monetary implications
7. More time for parental contact
8. Time for meeting Building and District goals and initiatives
9. Time for collaborative planning
10. Time to observe colleagues

By addressing this issue early in the school year any monetary/budgetary elements could be addressed during the Building and District budgetary process.

For the Association

[Signature]

Date: 9/18/97

For the District

[Signature]

Date: 9/18/97
MEMORANDUM OF UNDERSTANDING #4
ELEMENTARY CLASSROOM REVIEW PANEL

1. Any elementary classroom teacher has the right to request a review of his/her class size based upon one (1) or more of the following criteria:

   A student enrollment in that class that exceeds the average class size for the building. An inequitable class size for grade level within the building. By inequitable is meant that one (1) class has at least three (3) students more than another class on the same grade level. A placement of children with special needs into the classroom which impacts one (1) or more of the following:

   a. Overall student achievement;
   b. Classroom climate;
   c. Student dynamics;
   d. Willingness of teacher to use innovative techniques and involve students in non-traditional learning activities.

2. A written request for a classroom review will be made by the teacher to the building principal citing one (1) or more of the criteria above. The request may be a collaborative effort of the teacher and other concerned adults. Upon receipt of the request, the building principal shall convene a meeting of the classroom review panel. The building principal will also forward a copy of the request to the Superintendent, the Susquehanna Valley Teachers' Association President, and to the President of the Board of Education for their information.

3. Each elementary building will form a classroom review panel at the beginning of each school year. The members of the classroom review panel will comprise:

   Two (2) tenured teacher volunteers who would serve on the panel for one (1) school year in each elementary building.

   The principal of the school in which the teacher teaches.

   When appropriate, others may be asked by the review panel to serve on the panel including, but not limited to:

   The Director of Special Services
   A School Psychologist
   Grade Level Colleagues of the Teacher
   Special Area Teachers
   Parents

4. At the completion of the review, which must occur within ten (10) calendar days of the submittal of the request for review, the panel will make a recommendation by consensus which shall be implemented, or if necessary, forwarded to the Superintendent. This recommendation may include but is not limited to one (1) or more of the following remedies:

   The hiring of either a part-time or full-time aide
   A reduction in class size
   The hiring of additional teaching staff
The equalization of classroom enrollments on grade level
An intra-grade exchange of students
Assistance with student testing and evaluation
Teacher training to enhance classroom skills

The panel may also recommend that no change or remedy is warranted based upon the results of the review.

5. It is recognized that depending upon the nature of the recommendation, the approval of the Superintendent of Schools or both the Superintendent of Schools and the Board of Education may be required.

Barbara M. goldrick
For the Association

9/18/97
Date

John Parce
For the District

9/18/97
Date
MEMORANDUM OF UNDERSTANDING #5
MODIFICATIONS TO BUILDING SCHEDULES

Modifications to individual building schedules as determined by a building level team must consider impacts to transportation costs and scheduling constraints. The following procedures must be followed before any changes can be made by a building level team to the starting and ending times of a particular school day:

1. Transportation schedules are the ruling force;
2. A request by a building level team to change an existing building schedule must be accompanied by an Agreement of seventy-five percent (75%) of the Susquehanna Valley Teachers’ Association membership in that building and the approval of the Susquehanna Valley Teachers’ Association President and the Superintendent of Schools;
3. Input from other negotiating units should be solicited and impacts on other units may need to be first resolved.

It is acknowledged by the parties hereto that a joint recommendation was made to the Board of Education to amend existing Board policy concerning the workday. It is expressly understood that this recommendation does not constitute a waiver by the Susquehanna Valley Teachers’ Association of its rights to demand that alterations to the existing beginning and ending workday hours for the faculty be negotiated, not does this statement constitute an acknowledgment by the District that any alterations to the scheduled workday are necessarily an item for mandatory negotiations.

For the Association

For the District

Date

Date
MEMORANDUM OF UNDERSTANDING #6
COMPENSATORY TIME (for the 1997-1998 School Year*)

By mutual consent of the administrator and the teacher in an elementary school building, the teacher will receive compensatory time if he/she, at his/her administrator’s request, volunteers for any school related activity that occurs before or after the teacher’s regular workday. Compensatory time:

1. Can be accrued;
2. Can only be taken outside the student instructional day (one[1] hour per day maximum);
3. Cannot be taken when a faculty meeting or committee on which the teacher serves has been previously scheduled;
4. Must be taken by the end of the current school year during which the compensatory time was accrued.

* This Memorandum of Understanding will be reviewed at the end of the 1997-1998 school year by both parties to assess its implementation. Based on this assessment, both parties, the Susquehanna Valley School District and the Susquehanna Valley Teachers’ Association, agree to take one (1) of three (3) actions for implementation during the 1998-1999 school year:

1. The Memorandum of Understanding will be continued as written;
2. A revised Memorandum of Understanding will be implemented;
3. The Memorandum of Understanding will be discontinued.

For the Association  
For the District

9/18/97  
9/18/97

Date  
Date

Susquehanna Valley Teachers' Association Contract -- 1997-2000  
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MEMORANDUM OF UNDERSTANDING #7  
PERSONAL INJURY BENEFITS COMMITTEE

The parties agree to form a Committee (three [3] representatives from each party) to address concerns centered around Personal Injury Benefits (Article 6, Section F.1. of the 1997-2000 Collective Bargaining Agreement).

The Committee is to report back to the parties by November 1, 1997.

Barbara H. Goldrick  
For the Association  
Date 9/18/97

John Cash  
For the District  
Date 9/18/97