

# Tentative Agreement Between The Superintendent of Schools and the Vestal Teachers' Association Final 5-26-21

## ARTICLE 14 – LEAVES (Changes effective July 1, 2021)

### C. Extension to Sick Leave - Sick Leave Bank

#### 2. Sick Leave Bank

- c. If the Bank is exhausted, each member shall be required to contribute one additional day to maintain his/her membership. ~~The District will match each of these days.~~ Members of the Bank who receive only 10 sick leave days will automatically be given one day from the Bank if they exhaust their accumulation.

### D. Family Illness (Only change is lettering of paragraph)

Absence because of illness in the immediate family shall be allowed for a period of up to five (5) working days in each school year without loss of salary. These days are not to be deducted from sick leave.

Should any member of the bargaining unit use all of the available family illness days of the above paragraph and have additional family illness, he or she shall be granted up to an additional five (5) days per annum chargeable to his or her accumulated sick leave subject to providing satisfactory proof of necessity to the Superintendent for approval.

Should any member of the bargaining unit use all of the available family illness days of the preceding paragraphs and have additional family illness, he or she may apply for additional days from the Superintendent. The Superintendent may grant more family illness days which would be chargeable to the employee's accumulated sick leave. The Superintendent may ask for medical verification of the family illness. This paragraph is not subject to the grievance procedures established pursuant to this contract.

### E. Definition - Family Illness

Immediate family includes the spouse, children and parents of the employee. Further included are parents of the employee's spouse, step-children, step-parents, ~~and those listed by the employee as exemptions for income tax purposes~~ **sibling, domestic partner and the child or parent of a domestic partner.** ~~Under special circumstances, also included are individuals with whom the member of the bargaining unit has had a long and unusually close relationship.~~

### F. Approval

All sick ~~and family~~ leave is subject to the approval of the Superintendent, and satisfactory proof of illness must be submitted when requested

## ~~J. Legal Commitments and Transactions~~

~~The Building Principal may permit an employee an absence of not more than three (3) days per year to transact any commercial or court business (see form on next page). Any additional absence for these reasons may be approved by the Building Principal but will be considered an absence without pay.~~

~~An employee who desires to register, or attend classes, seminars, or meetings at a college or university approved by the State Education Department to offer courses for certification for the purpose of taking a course(s) for provisional or permanent certification appropriate to the field in which he or she is teaching may use up three (3) days paid leave under this section. Other activities necessary for such certification shall require prior approval by the Superintendent or designee.~~

~~An employee who is taking a family member (see 14.F.1) back to an institution of higher learning, providing that the event for which time off has been claimed cannot be accomplished during non-school time, may be granted with pay up to a maximum of three (3) days provided under this section. This provision shall also apply for other college transactions and activities, including registration, graduation, and other activities as approved by the Superintendent or designee. Leave granted for these purposes or contained herein may not be extended by any other provision of the contract whether that leave be paid or not.~~

~~The parties understand and agree that leave under this section of the agreement shall not be used for employee participation in activities which would result in additional remuneration or economic gain for the employee. Examples of prohibited activities include conferences, conventions, and seminars during which the employee receives direct compensation, honorariums, or any other form of economic gain.~~

## ~~K. Religious Observance~~

~~Two (2) days with pay will be granted for religious observance each year.~~

## L. Personal Leave Day

1. A teacher may be granted ~~one (1)~~ **four (4)** days of personal leave each school year to meet pressing personal obligations without suffering loss of pay provided that the teacher gives written notice to the ~~Building Principal~~ **the District** or a designee two school days prior to the requested day of absence.
2. In an emergency situation the two (2) day time requirement may be waived by the granting authority provided that the teacher gives a valid reason why two (2) days' notice could not be given and later specifies in writing such valid reason.
3. Under no circumstances may a teacher receive more than ~~one (1)~~ **four (4)** days of personal leave each school year whether it be designated as "personal leave" under paragraph 1 or designated as "emergency personal leave" under paragraph 2 herein.
4. Leave granted under this paragraph shall not include, among other things, leaves for recreational activities, vacation time, or any other activity or item that could be accomplished during non-working time, **and shall not be used to extend a vacation or holiday, except for religious observance. The Superintendent of Schools may approve exceptions to this paragraph and his/her decision is not subject to the grievance procedures.**

5. ~~The Building Principal~~ **The District** will have an opportunity to make "educational" judgments as to the time and circumstances within the school context under which days off are to be granted.
6. Personal leave **days** shall not be deducted from sick leave.
7. If the personal leave ~~day is~~ **days are** not used, ~~it~~ **they** will be added to the accumulated sick leave provided the maximum number of days allowed for accumulation has not been reached.

## ARTICLE 5 - WORK LOAD CONDITIONS

### A. General

#### 1. Work Year

The work year of teachers shall begin no earlier than ~~one day~~ **two days** prior to the first day that students are required to report at the opening of school and it shall not total more than one hundred eighty-seven (187) days.

Student attendance in the elementary schools and grades six, seven, and eight will not be required the last two (2) days of Regents Week unless such attendance is necessary to ensure that the District meets the State mandate of a minimum of one hundred eighty (180) days of instruction and provided that such attendance is not in violation of the Regulations of the Commissioner of Education.

2. The work day **for elementary teachers** shall be established at 7 hours and 10 minutes per day. **Effective July 1, 2021, the work day for middle and high school teachers shall be established at 7 hours and 16 minutes per day.**

### B. Elementary

#### 1. Preparation Time - Classroom/Non-Classroom

Classroom teachers may use for preparation all time during which their classes are receiving instruction from teaching specialists. Students in grades K-5 shall have sixty (60) minutes of art, sixty (60) minutes of music, and one hundred forty-four (144) minutes of physical education in each six (6) day cycle. Non-classroom teachers shall be provided with relief and preparation time.

**Effective July 1, 2021 all elementary, middle and high school teachers (nurses, OT, PT) shall receive four (4) one half (1/2) days of professional time to be used for preparation and planning where students will be released early after a half day. Any professional days canceled as a result of an emergency closing will not be rescheduled.**

**NOTE: WILL MOVE SECONDARY TO APPROPRIATE AREAS OF CBA**

In addition to the preparation time outlined above, elementary classroom teachers and elementary special education teachers assigned to 15:1 or 12:1:1 programs (or other programs in accordance with 200.6 (h) Special classes, of the Commissioner's regulations) shall be provided **four (4)** one-half (1/2) days of release time each school year to be used as preparation time.

Effective September 7, 2010, students in grades K-5 and in 15:1 and 12:1:1 (or other programs in accordance with 200.6 (h) Special classes, of the Commissioner's regulations) programs shall also receive 45 minutes of library in each six day cycle. Classroom teachers for students in those grades/programs will collaborate with librarians for 15 minutes of this time; the remaining 30 minutes will be preparation time for K-5 elementary classroom teachers and special education teachers assigned to 15:1 or 12:1:1 programs (or other programs in accordance with 200.6 (h) Special classes, of the Commissioner's regulations).

Elementary classroom teachers and elementary special education teachers assigned to 15:1 or 12:1:1 (or other programs in accordance with 200.6 (h) Special classes, of the Commissioner’s regulations) programs directed by the administration to perform work that interferes with their scheduled preparation time as outlined above shall be compensated for said time. (The parties have agreed upon those administrative directives, which are applicable to this provision. The activities are: CSE Meeting, CPSE Meeting, Test Scoring, Facilitator Scoring Training, Curriculum Writing/Curriculum Mapper, Balanced Literacy (excludes 1st & 2nd year teachers), Vestal Elementary Literacy Profile (VELP training), Data Analysis, and Benchmark Assessment. In addition, the parties agree to return to the negotiating table regarding this list should the District propose to modify the items. Affected teachers shall submit a voucher for payment and shall be paid at the curriculum rate.

**EXHIBIT A. I. ABOVE CONTRACT**

1. Attendance, minutes of each meeting, year end summary. **Mutual agreement.**
2. When a teacher is on an extended leave (beyond 5 consecutive work days) or when the duties are split with another individual, the stipend will be pro-rated. **Mutual agreement.**
3. Consolidate any department chair positions with 3 or fewer staff members. **Agree consolidate FACS, Health, Business.**

	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>
Salary Returning Teachers	3.0%	3.15%	3.2%
Starting Teacher Salary	1.5%	1.55%	1.6%
Exhibit A	Frozen	3.15%	Frozen *
Nurses	\$5,000	\$3,000	\$3,000
Nurse Starting Salary	\$40,000	\$43,000	\$46,000

\*Eliminate Science Distribution in **2023-2024(last year paid out 2022-23)**

**Retiree Health Insurance**

1. Bargaining unit members who retire on or after July 1, 2021, shall **have the option to purchase health insurance in accordance with Addendum VII VTA Retiree Insurance Options.**

**Active Health Insurance**

The employee share of the health insurance premium, Classic Blue or PPO shall be:

2021-2022	12.5%
2022-2023	13.0%
2023-2024	13.5%

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Jeffrey J. Ahearn                      Date

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Joseph E. Herringshaw                      Date

Addendum VII		VTA Retiree Insurance Options July 1, 2021		Blue Cross Blue Shield Classic/PPO or Equivalent		Medicare Advantage or Medicare Supplement		
		Individual	Retiree	Individual	Spouse	Family w/Dependent	Individual	Spouse
	District Contribution ----->	70%	50%	50%	50%		70%	50%
								0%
Retiree	Single	Retired NOT Medicare Eligible	X					
	w/ spouse	Retired NOT Medicare Eligible		X				
	w/ dependent				X			
Retiree	Single	Medicare Eligible	X				X	
	w/ spouse	NOT Medicare Eligible		X				
	w/ dependent				X			
Retiree	Single	NOT Medicare Eligible	X					
	w/ spouse	Medicare Eligible						X
	w/ dependent					X		
Retiree	Single	Medicare Eligible	X				X	
	w/ spouse	Medicare Eligible						X
	w/ dependent					X		