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**Contract Database Metadata Elements**

Title: **Eden Central School District and Eden Teachers Association (2011)**

Employer Name: **Eden Central School District**

Union: **Eden Teachers Association**

Local:

Effective Date: **07/01/2011**

Expiration Date: **06/30/2014**

PERB ID Number: **4966**

Unit Size:

Number of Pages: **51**

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AGREEMENT ON RECOGNITION  
AND NEGOTIATION PROCEDURES

*and*

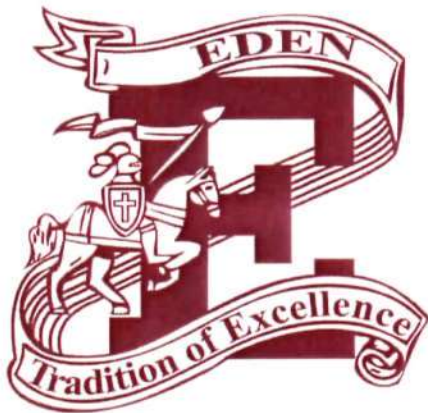
AGREEMENT RESPECTING  
TERMS AND CONDITIONS OF EMPLOYMENT

*between*

**Eden Central School District**

*and*

**Eden Teachers' Association**



**Begins: July 1, 2011**

**Ends: June 30, 2014**

**A.**  
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## A. AGREEMENT ON RECOGNITION AND NEGOTIATION PROCEDURES

This Agreement is entered into as of July 1, 2011 between Eden Central School District (hereinafter "District") and Eden Teachers' Association (hereinafter "Association").

### ARTICLE 1. RECOGNITION

#### Section 11 Negotiating Unit

- 1.1.1. Description: Pursuant to the New York State Public Employees' Fair Employment Act, the Board of Education (hereinafter "Board") of the District has recognized the Association as the exclusive negotiating representative for a negotiating unit consisting of all the District's professional teaching staff and teaching assistants except the Superintendent, the Director of Finance, Itinerant Substitutes, Regular Substitutes, and employees in positions in the Eden Administrative/Supervisory Negotiating Unit.

### ARTICLE 2. NEGOTIATION PROCEDURES

#### Section 2.1 Negotiation Meetings

- 2.1.1. Place: Negotiation meetings will be held in a mutually agreed upon location.
- 2.1.2. Succeeding Meetings: Before the close of each negotiation meeting, the parties shall agree on the date and time for the next negotiation meeting, but this shall not preclude the parties from agreeing at any time in advance upon several meeting dates and times.
- 2.1.3. Changes: Meeting dates, times and places may be changed by mutual consent of the parties; principal spokesperson.
- 2.1.4. Observers or Consultants: Each party may have present at a negotiation meeting a reasonable number of observers or consultants with prior notification to the other party.

#### Section 2.2. Tentative Agreement

- 2.2.1. Evidence: When the parties have tentatively agreed upon an item under negotiation that item shall be reduced to writing promptly and two copies thereof, (one for each party) shall be marked "Agreed", dated and initialed by the principal spokesperson of each party as evidence of such tentative agreement.
- 2.2.2. Effect: A tentatively agreed item shall not become binding on the parties until all items under negotiation have been disposed of and the terms of a new agreement have been approved by vote of the membership of the Association, by the Superintendent, and by vote of the Board.
- 2.2.3. Reports and Consultation: The Association representatives may report to and consult with the Association's Executive Board and/or membership and the District representatives may report to and consult with the Superintendent or the Board at any time.

## B. CONTRACT RESPECTING TERMS AND CONDITIONS OF EMPLOYMENT

This Contract is entered into between Eden Central School District (hereinafter "District") and the Eden Teachers' Association (hereinafter "Association").

### ARTICLE 1. CONCERNING THIS AGREEMENT

#### Section 11 Term

- 1.1.1. Defined: This Contract shall take effect on July 1, 2011 and shall continue in effect at least until June 30, 2014 and thereafter until it is replaced by a new Contract negotiated between the parties.

- 1.1.2. Complete Agreement and Amendments: All the agreements which the parties have reached during negotiations are recorded in this Contract or in Memoranda of Understanding which bear the same date as the Execution Date. This Contract, together with such Memoranda of Understanding, constitutes the entire and complete record of the binding commitments between the parties. From and after the Execution Date, no other document or course of conduct shall constitute a binding commitment between the parties unless it is (a) dated on or after such Execution Date and (b) signed by a duly authorized representative of each party. As used in this paragraph 1.1.2, "Execution Date" means the date which appears in the final paragraph of this Contract. In the event both parties wish to amend this Contract, notice may be given and negotiations concerning such proposed amendments shall then proceed. Amendments resulting from such negotiations shall take effect at a time as may be mutually agreeable to the parties.
- 1.1.3. Negotiation of Successor Contract: If either party desires to negotiate a successor to this Contract, it shall so notify in writing the other party not later than December 10th of the final school year of this Contract. At the first meeting, each party shall present to the other, specific proposals, which it desires to negotiate. Each party's proposals shall be in the form of an addition to, or deletions from, the language of this Contract. Thereafter, the parties shall set ground rules for negotiations and negotiations shall proceed in accordance with the provisions of the then current Agreement on Recognition and Negotiation Procedures.
- 1.1.4. Use of Gender Terms: The use of a gender specific term in this Contract is not intended to exclude the other gender.
- 1.1.5. Amendment to Current Contract: During the term of this Agreement, either party may propose an amendment, but neither party shall have the right to insist on negotiating any matter whether or not referred to in this Agreement; however, this shall not preclude negotiating a successor to this Agreement, or negotiation of any issue arising during the term of this Agreement which the parties mutually agree to negotiate.

**Section 12. Definitions**: Whenever a term set forth in this Section 1.2 is used in this Agreement, it has the meaning set forth in the paragraph of this Section 1.2 which begins with that term.

- 1) "District" means the Eden Central School District and is intended to refer to it as the employing entity. It applies to all persons (e.g., the Superintendent of Schools and administrators) and bodies (e.g., the Board of Education) properly authorized to act on behalf of the District.
- 2) "Association" means the Eden Teachers' Association and applies to all persons and bodies properly authorized by the Association to act on its behalf.
- 3) "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 4) "Superintendent" means the person appointed by the Board to serve on a regular or acting basis as the District's Superintendent of Schools. Anything which this Agreement requires or permits the Superintendent to do may be done by a person designated by the Superintendent to do it.
- 5) "Teacher" and "Teaching Assistant" means a person in a position included in the unit described in paragraph 1.1.1 of the separate Agreement on Recognition and Negotiation Procedures between the District and the Association.
- 6) "Party" means the District or the Association.
- 7) "Parties" means the District and the Association.
- 8) "Amendment" means a change in the provisions of this Agreement which: (1) is made during the term of the Agreement by mutual consent of the parties, (2) is in writing, (3) is designated therein as an Amendment and (4) is signed and dated by authorized representatives of the parties.



- 9) "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
  - 10) "Execution Date" means the date identified as such under the heading "SUBSCRIPTION" of this Agreement which shall be the date on which representatives of both parties sign this Agreement or, if the representatives sign on different dates, then the latest date on which a party signs.
  - 11) "Unit" means the negotiating unit set forth in paragraph 1.1.1 of the separate Agreement on Recognition and Negotiation Procedures between the parties.
  - 12) "Notice" and "Notify" mean that:
    - a) If notice is to be given to the District, it must be done in writing delivered to the Superintendent in person (in which case the Superintendent shall sign a receipt therefore) or by sending it to the Superintendent by registered or certified mail at the District Office.
    - b) If notice is to be given to the Association, it must be done in writing delivered to the President of the Association in person (in which case the President shall sign a receipt therefore) or by sending it to the President by registered or certified mail at the President's home address as shown on the books of the District.
- 1.2.1. "Active Payroll" means only the time when the teacher or teaching assistant is being paid for working, or is on paid leave, holiday or recess time, as opposed to the time when the teacher or teaching assistant is on unpaid status such as absent without leave, on unpaid leave and on layoff.

### **Section 13. Effect**

- 1.3.1. Comments by Board and Superintendent: The Board and the Superintendent shall have the right to comment verbally or in writing to the Association and/or to any of the employees it represents, on any part of these agreements or contracts.
- 1.3.2. Copies of Contract: The cost of reproducing this Contract shall be on a pro-rated basis according to the number of copies needed. The format of the Contract reproduction will be typewritten on 8 ½" by 11" paper. The Association shall distribute it to all teachers and teaching assistants in the unit. At the time of any new hire, the District will supply a contract to the person hired.
- 1.3.3. Conflict with Law: If any provision of the Contract or any application of the Contract 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.
- 1.3.4. Commitments: The Board, the Superintendent and the Association will carry out the commitments contained herein and give them full force and effect.
- 1.3.5. Board Policy: If this Contract does not contain in its written provisions, benefits, privileges or duties previously regarded as part of the Board policy, those provisions not included shall continue in effect unless otherwise changed by future Board policy.

## **ARTICLE 2. DISTRICT-ASSOCIATION RELATIONS**

### **Section 2.1 Dues Deductions**

- 2.1.1. Associations Involved: Teachers and teaching assistants shall have the right to have their membership dues deducted from their paychecks for ETA and its affiliates. Dues shall be deducted according to a plan agreed upon by the District and the Association as set forth in succeeding paragraphs of this Section 2.1.



- 2.1.2. Authorizations: The president of the Association or his/her designee is to obtain signed authorizations from each member of the Association requesting payroll deductions for Association dues. These authorizations will remain in effect during the term of employment unless the teacher or teaching assistant notifies the business office of the District of his/her intention to discontinue the dues deduction privilege. The business office shall notify the president of the Association and/or his/her designee of the discontinuance. The president of the Association shall notify the Business Office of the designee.
- 2.1.3. List: The original copy of these requests is to be sent to the Business Office, together with a master list, in duplicate, of all teachers and teaching assistants participating in the payroll deduction plan, and the amount to be deducted from each teacher's or teaching assistant's salary. In addition to the above referenced lists of membership and Association dues, the Association will also provide the business office with a list of teachers and teaching assistants for whom an agency fee is to be deducted and the amount to be so deducted from each teachers' or teaching assistants' payroll check.
- 2.1.4. Period: Deductions for payment of dues will start no later than the first check in October and run through a mutually agreed upon date by the ETA treasurer and the Business Office/ Payroll clerk. If a teacher or teaching assistant is terminated for any reason before all of his/her dues for the school year have been deducted, the unpaid dues balance shall be deducted from his/her final paycheck. A deduction of an agency fee in the same account as specified for the foregoing deduction of dues will be made from the salaries of all negotiating unit members who are not members of the Association.
- 2.1.5. Remission: Not later than the seventh calendar day after the end of each month, the Business Office shall remit to an account designated by the Eden Teachers' Association an amount equal to the total of all deductions made during the preceding month.
- 2.1.6. Sample Request for Payroll Deductions:  
 "I hereby request the Eden Central School to deduct \$ \_\_\_\_\_ dues for ETA and its affiliates.  
 Signature \_\_\_\_\_ Date \_\_\_\_\_."
- 2.1.7. NYSUT Member Benefits: The District shall check-off and remit payments to the NYSUT Member Benefits upon submission of a signed authorization to the payroll office for anyone within the Negotiating Unit. Such signed authorization may be discontinued at the end of its term upon written notice by the teacher or teaching assistant to the District. The District shall remit to the NYSUT Member Benefits the payments deducted.
- 2.1.8. Hold Harmless: The Association will hold the District harmless against any and all suits, claims, demands and liabilities arising out of an action of the District in connection with Section 2.1.

**Section 2.2. Communications and Use of Facilities**

- 2.2.1. Faculty Meetings: The Association shall be given an opportunity at building faculty meetings, or at general faculty meetings, to present brief reports and announcements.
- 2.2.2. Orientation: The Association shall be given a place on the agenda of the orientation program for new teachers and teaching assistants.
- 2.2.3. Federal and State Programs: The Association shall be notified through copies of the appropriate Board minutes of any scheduled federal and state programs and may submit recommendations to the designated school authority.
- 2.2.4. Board Minutes, Rules & Regulations: The Association will be provided with an electronic copy of minutes of official Board meetings as soon as possible after such meetings. The Association will be provided with an electronic copy of the Board's personnel policies and Rules and Regulations, when completed and approved by the Board.
- 2.2.5. Board, Mail and Bulletins: The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards accessible to teachers and teaching assistants.

The Association may use inter-school mail service, teacher and teaching assistant mailboxes and the District's internal e-mail system for communications to teachers and teaching assistants in accordance with present policy. Announcements of meetings may be listed in school activity bulletins and the public address system may be used for announcing the date, time and place of the meetings. The Association shall provide one copy each to the Superintendent and to each Building Principal of each notice posted and each communication (except those sent in sealed envelopes) sent through the inter-school mail, teacher and teaching assistant mailboxes or e-mail.

- 2.2.6 School Property: Duly authorized representatives of the Association and its affiliates shall be permitted to transact official organization business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation as per New York State Education Law. Application shall be made to the Superintendent via the building principal.

### **Section 2.3. Association Business Time**

- 2.3.1. Negotiation and Grievance Meetings: If negotiation meetings between the District and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. When it is necessary for a Building Representative, a member of the Association Committee (as defined in paragraph 3.1.2 of this Contract), or other representative designated by the Association, to attend a grievance meeting or hearing during a school day, he will, upon request to the Superintendent or immediate supervisor, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher or teaching assistant whose appearance in such meetings or hearings, as a witness, is necessary will be accorded the same right. The Association agrees that those rights will not be abused.
- 2.3.2. Other: Duly authorized representatives of the Association and its affiliates who desire to be absent from their regularly assigned duties to transact official organization business, shall provide notification, via the building principal, to the Superintendent. The Association shall have up to a maximum of eight (8) person-days, which shall be at no loss of pay, in any one school year for duly authorized organization business.
- 2.3.3. President Time: Time will be granted to the President of the ETA in addition to the other time already stated in the current agreement, upon agreement by the Association President and his/her Principal with the approval of the Superintendent. Examples to include hall duty, bus duty, chaperone duty, or other extra duties.

## **ARTICLE 3. GRIEVANCES**

### **Section 3.1 General**

- 3.1.1. Purpose: The purpose of this grievance procedure shall be to afford teachers and teaching assistants an adequate opportunity to dispose of their differences and to settle equitably and informally, if possible, at the lowest possible level, disputes which may arise from time to time with respect to claims that a specific provision of this Agreement has been violated by the District.
- 3.1.2. Definitions: The following definitions shall apply to Article 3 of this Contract:
- 1) "Immediate Supervisor" refers to the principal of the building in which alleged grievance occurred. The building principal may direct the grievance to a supervisory staff member (provided he is not a member of the negotiating unit) responsible for the area in which the alleged grievance arose. If said grievance involves more than one building, such grievance shall be directed to the Superintendent as immediate supervisor.
  - 2) "Superintendent" shall mean the Superintendent of the District.

- 3) "Building Committee" shall consist of a minimum of three (3) members, elected by the faculty of said building with an election run by the Association. This committee, upon request of the grievant from its building, may assist in Levels I and II of the grievance.
  - 4) "Association Committee" shall refer to the Association Committee as established by the constitution of the Association.
  - 5) "School day" shall mean a day when teachers and teaching assistants are scheduled to be in school except that during the summer recess, it shall mean any calendar day except Saturday, Sunday, Independence Day or Labor Day. For Article 3 of this Contract, emergency closing days shall not be considered "school days".
  - 6) "Informal presentation" shall mean an oral statement by the teacher/teaching assistant and/or the Building Committee to the immediate supervisor. It must be clearly stated that this is an informal discussion of a grievance.
  - 7) "Formal presentation" shall mean a signed written statement by the teacher or teaching assistant of his/her grievance. The statement shall set forth the alleged facts upon which the grievance is based and the particular provisions of this Contract claimed to have been violated, misapplied, or misinterpreted.
  - 8) "Grievant" shall mean an aggrieved member of the negotiating unit; however, if the grievance involves all or a substantial number of members of the negotiating unit in a department, building or grade level, "grievant" shall mean the Association.
- 3.1.3. Reprisal: No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- 3.1.4. Participation/Counsel: At Levels I, II and III, only those persons and parties shall participate in meetings on grievances as are specifically referred to in the provisions of Section 3.2 "Grievance Procedure". At Level IV and Level V, the Association and the District may each be represented by a duly authorized representative.
- 3.1.5. Time Limits: The time limits set forth in Section 3.2 "Grievance Procedure" must be strictly adhered to by the parties, the teachers and/or teaching assistants. However, the District and the Association may mutually agree in writing to modify any such time limit and consent to a modification must not be withheld unreasonably by either party. If a grievance is not taken to the next available Level within the time limit permitted by this Contract, it shall be deemed to have been settled as provided in the decision at the Level at which it was last presented.

### **Section 3.2. Grievance Procedure**

- 3.2.1 Level I - Informal presentation to Supervisor:  
A grievant presenting a grievance must initiate this procedure within 20 school days of the date of the incident by the following steps:
- 1) The grievant must approach his/her immediate supervisor and request a meeting, clearly stating that this meeting concerns an alleged grievance.
  - 2) This meeting will take place within five (5) school days from the time of the request. The grievant may not be compelled to discuss the grievance prior to any scheduled meeting.
  - 3) The grievant will discuss the grievance with his/her immediate supervisor.
  - 4) After the meeting, the immediate supervisor will issue a verbal decision within two (2) school days.
- 3.2.2 Level II - Formal presentation to immediate supervisor:  
If the grievance is not resolved at Level I, a formal written presentation shall be made to the immediate supervisor within five (5) school days from date of meeting described in paragraph 3.2.1(2) of this Contract. Upon request of the grievant, the immediate supervisor will meet with the grievant and a representative designated by the Association concerning the written submission. Within five (5) school days after receipt of the written grievance or the meeting with



the grievant and Association representative, whichever shall later occur, the supervisor shall render a written decision thereon in writing and present it to the Building Committee, the grievant and the Chairman of the Association Committee.

3.2.3 Level III -Superintendent:

- 1) If the grievant and the Association Committee are not satisfied with the written decision at the conclusion of Level II and wish to proceed further under this grievance procedure, within five (5) school days following the receipt of decision the grievant and the Association Committee shall file the grievance and a copy of the written decision at Level II with the office of the Superintendent.
- 2) Within five (5) school days after receipt of the appeal, the Superintendent, or his/her duly authorized representative, shall hold a meeting with the grievant and the Association Committee.
- 3) The Superintendent shall render a decision in writing to the grievant and the Association Committee within five (5) school days after the conclusion of the meeting.

3.2.4 Level IV - Board of Education:

- 1) If the grievant and the Association Committee are not satisfied with the decision at Level III, the grievant and the Association Committee will file an appeal in writing with the Board within five (5) school days after receiving the decision at Level III. The written grievance and the written decisions at Levels II and III shall be available for use of the Board and the grievant or the Association Committee.
- 2) The Board shall hold a special meeting in executive session on the grievance with the grievant, the Association Committee, and the Superintendent within ten (10) school days after the next regular Board meeting after receipt of the written appeal.
- 3) Within ten (10) school days after the conclusion of the meeting, the Board shall reply in writing on the grievance to the grievant, Superintendent, and the Association Committee.

3.2.5 Level V- Arbitration:

- 1) After such meeting, if the grievant and the Association Committee are not satisfied with the decision at Level IV, and the Association Committee determines that the grievance is meritorious and that appealing it is in the best interest of the grievant, it may submit the grievance to arbitration by written notice to the Board within ten (10) school days of the decision at Level IV.
- 2) Upon receipt of such written notice, the Superintendent and the Chairman of the Association Committee shall jointly send a letter to the American Arbitration Association ("AAA") which:
  - i. requests arbitration of one specifically identified grievance, and
  - ii. requests the AAA to send to each party a list of twenty (20) names of arbitrators.Each party, not later than the tenth school day after receipt of its copy of the list, must mail its copy to the AAA with any names thereon which are unacceptable to it crossed out and all other names numbered in order to show the party's preference. The AAA shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of ten (10) names and the same procedure will be followed with respect to it. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator.
- 3) The decision of the arbitrator, which shall be rendered to the Board, the Superintendent, and the Association Committee, shall be binding on the grievant and all other parties.
- 4) All the expenses of the arbitrator, including per diem costs, shall be paid jointly and equally by the District and the Association.



## ARTICLE 4. COMPENSATION

### Section 4.1 Salary Schedules

- 4.1.1. Applicability: The salaries of teachers and teaching assistants employed by the District, within the negotiating unit, for 2011-12, 2012-13, 2013-14 , and the rules relating to the same are set forth in this Section 4.1.
- 4.1.2. Teaching Assistant Salary Schedule: For each year of this Agreement, the Teaching Assistant salary schedule shall be determined by subtracting \$12,750 from each of the first (10) ten steps of the Bachelors Degree column of the Teacher Schedule.
- 4.1.3. Annual Stipend: The District will provide the ETA with an annual stipend of \$60,000. This stipend will be paid in accordance with the number of paychecks requested by each employee.
- 4.1.4. Top Step- For each of the 2011-12, 2012-2013, 2013-2014 school years, a full-time teacher on Step 20 who did not move there at the start of the school year shall receive a stipend payment of \$500. The stipend payment shall be made to the teacher in each subsequent school year that the teacher is engaged in full-time employment with the District.

4.1.5. 2011-2012 Teacher Schedule: Following is the salary schedule for the school year 2011-2012 to take effect as of July 1, 2011:

<u>Step</u>	<u>Bachelors Degree</u>	<u>Bachelors +30</u>	<u>Masters Degree</u>	<u>Masters +30</u>
1	\$34,500	\$36,750	\$39,500	\$41,750
2	\$35,000	\$37,250	\$40,000	\$42,250
3	\$35,000	\$37,250	\$40,000	\$42,250
4	\$35,300	\$37,550	\$40,300	\$42,550
5	\$36,000	\$38,250	\$41,000	\$43,250
6	\$37,000	\$39,250	\$42,000	\$44,250
7	\$38,000	\$40,250	\$43,000	\$45,250
8	\$39,500	\$41,750	\$44,500	\$46,750
9	\$40,000	\$42,250	\$45,000	\$47,250
10	\$41,100	\$43,350	\$46,100	\$48,350
11	\$43,200	\$45,450	\$48,200	\$50,450
12	\$45,000	\$47,250	\$50,000	\$52,250
13	\$47,100	\$49,350	\$52,100	\$54,350
14	\$50,000	\$52,250	\$55,000	\$57,250
15	\$53,000	\$55,250	\$58,000	\$60,250
16	\$58,000	\$60,250	\$63,000	\$65,250
17	\$66,000	\$68,260	\$71,000	\$73,250
18	\$68,000	\$70,250	\$73,000	\$75,250
19	\$76,000	\$78,250	\$81,000	\$83,250
20	\$76,000	\$78,250	\$81,000	\$83,250

2011-2012 Teaching Assistant Schedule: Following is the salary schedule for the school year 2011-2012 to take effect as of July 1, 2011:

<u>Step</u>	
1	\$21,750
2	\$22,250
3	\$22,250
4	\$22,550
5	\$23,250
6	\$24,250
7	\$25,250
8	\$26,750
9	\$27,250
10	\$28,350

4.1.6. 2012-2013 Teacher Schedule: Following is the salary schedule for the school year 2012-2013 to take effect as of July 1, 2012:

<u>Step</u>	<u>Bachelors</u>	<u>Bachelors</u>	<u>Masters</u>	<u>Masters</u>
	<u>Degree</u>	<u>+30</u>	<u>Degree</u>	<u>+30</u>
1	\$34,500	\$36,750	\$39,500	\$41,750
2	\$34,750	\$37,000	\$39,750	\$42,000
3	\$35,000	\$37,250	\$40,000	\$42,250
4	\$35,150	\$37,400	\$40,150	\$42,400
5	\$35,650	\$37,900	\$40,650	\$42,900
6	\$36,500	\$38,750	\$41,500	\$43,750
7	\$37,500	\$39,750	\$42,500	\$44,750
8	\$38,750	\$41,000	\$43,750	\$46,000
9	\$39,750	\$42,000	\$44,750	\$47,000
10	\$40,550	\$42,800	\$45,550	\$47,800
11	\$42,150	\$44,400	\$47,150	\$49,400
12	\$44,100	\$46,350	\$49,100	\$51,350
13	\$46,050	\$48,300	\$51,050	\$53,300
14	\$48,550	\$50,800	\$53,550	\$55,800
15	\$51,500	\$53,750	\$56,500	\$58,750
16	\$55,500	\$57,750	\$60,500	\$62,750
17	\$62,000	\$64,255	\$67,000	\$69,250
18	\$67,000	\$69,255	\$72,000	\$74,250
19	\$72,000	\$74,250	\$77,000	\$79,250
20	\$76,000	\$78,250	\$81,000	\$83,250

2012-2013 Teaching Assistant Schedule: Following is the salary schedule for the school year 2012-2013 to take effect as of July 1, 2012:

1	\$21,750
2	\$22,000
3	\$22,250
4	\$22,400
5	\$22,900
6	\$23,750
7	\$24,750
8	\$26,000
9	\$27,000
10	\$27,800

4.1.7. 2013-2014 Teacher Schedule: Following is the salary schedule for the school year 2013-2014 to take effect as of July 1, 2013:

<u>Step</u>	<u>Bachelors Degree</u>	<u>Bachelors +30</u>	<u>Masters Degree</u>	<u>Masters +30</u>
1	\$34,500	\$36,750	\$39,500	\$41,750
2	\$35,000	\$37,250	\$40,000	\$42,250
3	\$35,000	\$37,250	\$40,000	\$42,250
4	\$35,300	\$37,550	\$40,300	\$42,550
5	\$36,000	\$38,250	\$41,000	\$43,250
6	\$37,000	\$39,250	\$42,000	\$44,250
7	\$38,000	\$40,250	\$43,000	\$45,250
8	\$39,500	\$41,750	\$44,500	\$46,750
9	\$40,000	\$42,250	\$45,000	\$47,250
10	\$41,100	\$43,350	\$46,100	\$48,350
11	\$43,200	\$45,450	\$48,200	\$50,450
12	\$45,000	\$47,250	\$50,000	\$52,250
13	\$47,100	\$49,350	\$52,100	\$54,350
14	\$50,000	\$52,250	\$55,000	\$57,250
15	\$53,000	\$55,250	\$58,000	\$60,250
16	\$58,000	\$60,250	\$63,000	\$65,250
17	\$66,000	\$68,260	\$71,000	\$73,250
18	\$68,000	\$70,250	\$73,000	\$75,250
19	\$76,000	\$78,250	\$81,000	\$83,250
20	\$76,000	\$78,250	\$81,000	\$83,250

2013-2014 Teaching Assistant Schedule: Following is the salary schedule for the school year 2013-2014 to take effect as of July 1, 2013:

<u>Step</u>	
1	\$21,750
2	\$22,250
3	\$22,250
4	\$22,550
5	\$23,250
6	\$24,250
7	\$25,250
8	\$26,750
9	\$27,250
10	\$28,350



- 4.1.8. Experience Credit: Teachers or teaching assistants with prior teaching experience or related experience who are hired for positions in the school system may be allowed full credit for full years of teaching experience. A year of teaching experience shall include a minimum of 150 days of service during a school year or calendar year. Prescribed increments shall be effective July 1 of each year.
- 4.1.9. \*Teacher Within Schedule: Any teacher who falls within the schedule will be paid according to the schedule with graduate hours payment in compliance with Section 4.2.  
\*Does not pertain to Teaching Assistants
- 4.1.10. Sick Leave Days Conversion: Any teacher or teaching assistant who has submitted in writing his/her resignation for retirement under the NYSTRS to the Board of Education on or before December 31 to be effective July 1 of the following calendar year may convert the teacher's or teaching assistant's accrued sick leave days (not to exceed 200 for 10 month employees or 220 for 11 month employees) at the rate of \$55 per day. It is understood that this benefit will be used to make a District contribution into an account established for the unit member under an Internal Revenue Code 105(h) medical expense reimbursement plan ("105(h) Account"), or to make a non-elective employer contribution into the member's designated Internal Revenue Code Section 403(b) account ("Section 403(b) Account"). If, as of the June 1 preceding the effective date of the unit member's retirement, the retiring unit member is covered by another (i.e., a non-District provided) health insurance plan, the member will receive the benefit described in this Section in the form of a non-elective employer contribution into the member's Section 403(b) Account. If the member is not so covered, the member will receive the benefit described in this Section in the form of a District contribution into the member's 105(h) Account, from which the member may make claims for reimbursements of eligible medical expenses. If the retiring member is married to another unit member employed by the District who is eligible for benefits under this Section, and either the retiring member is a dependent on his or her spouse's family insurance plan or the spouse is a dependent on the retiring member's family insurance plan, the first of the two unit members to retire will receive the benefit described in this Section in the form of a non-elective employer contribution into the Section 403(b) Account and the second of them to retire will receive the benefit described in this Section in the form of a District contribution into the member's 105(h) Account. Any unit member who is eligible for the benefit described in this Section in the form of a non-elective employer contribution into the Section 403(b) Account must provide the District with proof of their coverage under a non-District health plan (other than the employee married to another unit member who is a dependent on that unit member's family insurance plan) not later than June 1 preceding the effective date of the unit member's retirement. Any member not providing this proof will be eligible solely for the benefit described in this Section in the form of a District contribution into the member's 105(h) Account.

Section 403(b) Account/105(h) Account Payment Procedures.

- (a) If the member is entitled to receive the benefit described in this Section in the form of a District contribution into the member's 105(h) Account, the District will deposit that benefit into the member's 105(h) Account within thirty (30) days of the date on which the member becomes so entitled.
- (b) If the member is entitled to receive the benefit described in this Section in the form of a non-elective employer contribution into the Section 403(b) Account, the District will deposit that benefit into the member's Section 403(b) Account within thirty (30) days of the date on which the member becomes so entitled. The District shall have no obligation to make any non-elective employer contribution in accordance with the terms of these procedures unless and until the member designates to the District, in writing and prior to the date of the contribution, a Section 403(b) Account that will accept the payment.

- (c) The amount deposited into the member's Section 403(b) Account pursuant to these procedures, when combined with other amounts deposited by the District or any other employer for the member into any 403(b) account in that calendar year, shall not exceed the applicable contribution limit under Internal Revenue Code Section 415(c)(1), as adjusted for cost-of-living increases (the "Contribution Limit"). If the amount to which the member is entitled, when combined with other amounts deposited by the District or any other employer for the member into any 403(b) account in that calendar year, exceeds the Contribution Limit, the District shall deposit such excess amount into the member's designated Section 403(b) Account in the next calendar year, provided that the deposit of the excess amount does not cause the aggregate 403(b) contributions in that next calendar year to exceed the Contribution Limit for that next calendar year; should there be any such excess amounts after such payment in the second calendar year, the remaining amount shall be deposited into the member's designated Section 403(b) Account in the next succeeding calendar year, until such time as the non-elective employer contribution is fully deposited into the member's 403(b) account. For non-elective employer contributions made post-employment to the member's Internal Revenue Code Section 403(b) account, the Contribution Limit will be determined under Internal Revenue Code Section 403(b)(3), and in any event, no non-elective employer contribution will be made on behalf of a former member after the fifth taxable year following the taxable year in which that member terminated employment.
- (d) No member may receive cash in lieu of or as an alternative to any of the non-elective employer contributions described in this Agreement.

4.1.11. Summer Education Schedule: Summer education teachers will be paid according to the following schedule:

For the summers of 2011-2014:

\$35.73	per hour-	with 6 or more years of experience in the District
\$35.73	per hour-	with 3 or more years of experience in the District
\$35.73	per hour-	for less than 3 years of experience in the District

The Director of Driver Education:

\$491	2011-2014	school years
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Note: Teaching Assistants who possess the appropriate certification and/or qualifications may apply for and be considered for these positions.

## **Section 4.2. Progression for Advanced Training**

- 4.2.1. \*Credit Hour Amount and Limits: For each additional credit hour \*\*received by the Superintendent on or prior to September 21st and approved on or prior to October 1st (first semester), or \*\*received by the Superintendent on or prior to February 5th and approved on or prior to February 15th (second semester), the District will pay \$75 per hour effective July 1, 2005 up to a maximum of:
- 1) 60 hours in excess of the Bachelor's Degree for teachers holding only a Bachelor's Degree.
  - 2) 90 hours in excess of the Bachelor's Degree for teachers holding a Master's or Doctor's Degree.
- Any credit for hours taken after July 1, 1996 will only be paid in blocks of 3 hours. Any credit for hours taken after July 1, 1998 will only be paid in blocks of 6 hours. Changes in the above referenced blocks may be made at the Superintendent's discretion.
- \*Does not pertain to Teaching Assistants.
- \*\*Forms for payment are to be submitted directly to the Superintendent. They no longer require approval by the Building Principal.
- 4.2.2. \*Credit Allowed: Credit will be given for undergraduate courses approved in advance by the Superintendent. Credit will not be given for courses taken to make up certification deficiencies. A teacher who does not hold a Bachelor Degree but who has certification may receive credit for courses approved in advance by the Superintendent.
- \*Does not pertain to Teaching Assistants.
- 4.2.3. \*Masters Degree: A teacher at the Bachelors +30 column who holds a Masters Degree shall move to the Masters Degree column.
- \*Does not pertain to Teaching Assistants.
- 4.2.4. \*Credit Hours Maximums: Effective October 2, 1973 and thereafter, no payment will be made (i) to a teacher holding only a Bachelors Degree for any credit hour beyond Bachelors +30, and (ii) to a teacher holding a Masters Degree for any credit hour beyond Masters +30; provided, however, that payment will be made if the Superintendent, in his/her sole discretion, has approved such payment prior to the time when the teacher began the course for which credit is claimed. Application for the Superintendent's approval shall be made on a District-provided form and the Superintendent shall respond thereto within five school days.
- \*Does not pertain to Teaching Assistants.
- 4.2.5. \*In-service Credit Reimbursement: Teachers are encouraged to take in-service courses during non-duty hours. If the in-service course has been approved by the Superintendent in advance of the teacher's registration therein, the District will (i) reimburse the teacher for the tuition, if any, up to a maximum of \$125, for the course on presentation of a receipt/canceled check, showing that the teacher has paid the same (ii) The Superintendent may approve in-service coursework for less than 15 hours. For each block of 5 accumulated approved hours of instruction time, the teacher will be paid a one-time stipend of \$66, up to \$200 on presentation of satisfactory evidence that the teacher attended at least ninety percent of the sessions required for the course and that the teacher has satisfactorily completed the course.
- \*Does not pertain to Teaching Assistants.

**Section 4.3. Supplemental Activities**

**4.3.1. Salary Schedule:**

Following is the salary schedule for supplemental activities for the school years 2011-14, effective July 1, 2011:

<u>Levels</u>	<u>*Years of Service</u>				
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>7th Year</u>
I	3,972	4,376	4,763	5,162	5,562
II	3,572	3,774	4,068	4,376	4,776
III	2,980	3,176	3,377	3,572	3,972
IV	2,184	2,382	2,581	2,781	3,181
V	1,786	1,986	2,184	2,382	2,782
VI	1,486	1,592	1,696	1,786	2,186
VII	897	992	1,092	1,190	1,590

**VIII INTRAMURALS**

8-10 Sessions \$361

16-20 Sessions \$710

(Minimum of 25 students required) (Also Cross Country Varsity Assistant)

IX Flat fee as indicated in Paragraph 4.3.4

X Flat fee as indicated in Paragraph 4.3.4

Any teacher or teaching assistant appointed to monitor weight training will be paid at these levels for each of the three (3) seasons involved.

**\*Years of Service.** "Years of service" is defined as years of service to the District in the same or identical Supplemental Activities position. Initial placement on Salary Schedules not in compliance with this definition shall be at the sole discretion of the Superintendent of Schools.

**4.3.2. Salary Schedule Musical Positions:**

Following is the salary schedule for supplemental activities for the school years 2011-14, effective July 1, 2011:

<u>Levels</u>	<u>*Years of Service</u>				
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>7th Year</u>
I	4,273	4,708	5,123	5,554	5,954
II	3,842	4,058	4,375	4,708	5,108
III	3,206	3,416	3,633	3,842	4,242
IV	2,350	2,562	2,773	2,992	3,392
V	1,921	2,136	2,350	2,562	2,962
VI	1,598	1,713	1,825	1,921	2,321
VII	964	1,068	1,175	1,281	1,681

**\*Years of Service.** "Years of service" is defined as years of service to the District in the same or identical Supplemental Activities position. Initial placement on Salary Schedules not in compliance with this definition shall be at the sole discretion of the Superintendent of Schools.



4.3.3. Step Advancement: Advancement to a higher step on the supplemental activities salary schedule will be subject to the recommendation of the building principal and the approval of the Superintendent. Supplemental activities personnel who return as coaches or advisors to the same extracurricular activity previously held, after not performing this duty during the previous year, will move to the new Level at the Step which would create a raise over the next step of the 2011-14 Contract supplemental salary schedule. Supplemental activities personnel who are promoted will be moved to the new schedule by the following procedure: if the employee was at Step 1, 2, 3, or 4 of the old classification (job title and level), that employee shall be placed at the lowest step of the new classification (Job Title and Level) which results in an increase for that employee.

Example: Football Assistant Coach	Level II	Step 3	2011-14	\$4,068
Promoted to Football Varsity =				
Football Varsity	Level I	Step 2	2011-14	\$4,376
Example: Baseball Assistant Coach	Level III	Step 1	2011-14	\$2,980
Promoted to Baseball Varsity =				
Baseball Varsity	Level II	Step 1	2011-14	\$3,572

4.3.4. Activity Levels: The activities compensated at each level are as follows:

Level I

Girls Varsity Basketball

① Interscholastic Sports Coordinator

\*Jr./Sr. High Musical/Play Director

Varsity Basketball

Varsity Cross Country (would remain at Level II if a Girl's coaching position is established and filled)

Varsity Football

Varsity Swimming

Varsity Volleyball (would remain at Level II if a J.V. coaching position is established and filled)

Varsity Wrestling

Yearbook Advisor (High School)

\*See salary schedule-Musical Positions 4.3.2

① This position is an 11-month position, which is compensated as an FTE of 1.1. If at the discretion of the District, this position reverts to a 10-month appointment, an additional stipend shall be paid as follows:

2011-2014
\$1,181

Level II

Basketball Assistants  
Boys Swimming Assistant  
Boys Varsity Lacrosse  
Boys Varsity Soccer  
Boys Varsity Tennis  
Boys Varsity Track  
Girls Varsity Field Hockey  
Girls Varsity Lacrosse  
Girls Varsity Soccer  
Girls Varsity Softball  
Girls Varsity Swimming  
Girls Varsity Track  
Girls Varsity Tennis  
Girls Varsity Volleyball  
Football Assistants  
Senior Class Advisor  
Varsity Baseball

Level III

Baseball Assistant  
Boys Soccer Assistant  
Boys Varsity Bowling  
Boys Varsity Volleyball Assistant  
Cheerleading Advisor (Fall)  
Cheerleading Advisor (Winter)  
\*Elementary Musical/Play Director  
Girls Field Hockey Assistant  
Girls Soccer Assistant  
Girls Softball Assistant  
Girls Swimming Assistant  
Girls Volleyball Assistant  
Girls Varsity Bowling  
Lacrosse Assistants (2)  
\*Orchestra Director -- Musical (Jr./Sr. High School)  
Track Assistants  
Varsity Golf  
Wrestling Assistant

\*See Salary Schedule--Musical Positions 4.3.2

Level IV

Assistant Cheerleading Advisor (Fall)  
Assistant Cheerleading Advisor (Winter)  
Boys Modified Basketball  
Boys Modified Soccer  
Boys Modified Track  
Boys Modified Volleyball  
Girls Modified Basketball  
Girls Modified Field Hockey  
Girls Modified Soccer  
Girls Modified Softball  
Girls Modified Track  
Girls Modified Volleyball  
Family Support Counselors (3)  
Modified Football

Level V

Diving Coach (Boys and Girls)  
FBLA  
School Store  
Jazz Ensemble Director  
Swing Choir Director  
Technology Club

Level VI

\*Choral Director-Musical (Jr./Sr. High School)  
High School Student Council Advisor  
Junior Class Advisor  
Jr./Sr. High School Newspaper Co-Advisors  
\*Orchestra Director-Musical (Elementary School)  
7th and 8th Grade Student Council

\*See Salary Schedule-Musical Positions 4.3.2

Level VII

AFS

Audio-Visual Coordinator (Elementary School)

Audio-Visual Coordinator (Jr./Sr. High School)

Elementary Computer Club

Elementary Newspaper

Elementary Store

F.F.A.

Girls Club Field Hockey

Girls Club Lacrosse

Grade 8 Class Advisor

Graphic Artist/School Photographer

\*Jr./Sr. High Accompanist

\*Jr./Sr. High Choreographer

\*Jr./Sr. High Costumes

\*Jr./Sr. High Lights

\*Jr./Sr. High Sets

\*\*Mentoring of Teachers with Initial Certification

Mock Trial

Model UN

Web-Site Coordinator (G.L.P. Primary School)

Web-Site Coordinator (Elementary School)

Web-Site Coordinator (Jr./Sr. High School)

Yearbook Advisor (Middle School)

\*See Salary Schedule-Musical Positions 4.3.2

\*\*In accordance with the provisions and definitions in Section 100.2(dd) of the Commissioner's Regulations and the Eden Central District Mentoring Plan for New Teachers



Level VIII  
Intramurals

Boys & Girls Weight Training 8 - 12  
Boys Basketball 7  
Boys Basketball 8  
Boys Basketball High School  
Boys Bowling High School  
Boys Cross Country 6 - 8  
Boys Football 7 & 8  
Boys Football High School  
Boys Soccer High School  
Boys Softball 7 & 8  
Boys Tennis High School  
Boys Track & Field 7 & 8  
Boys Volleyball 7 & 8  
Boys Volleyball High School  
Cross Country Varsity Assistant  
Elementary 3-6  
Girls Badminton High School  
Girls Basketball 7 & 8  
Girls Basketball High School  
Girls Bowling 7 & 8  
Girls Bowling 9 & 10  
Girls Field Hockey 7 & 8  
Girls Field Hockey High School  
Girls Soccer 7 & 8  
Girls Soccer High School  
Girls Softball 7 & 8  
Girls Softball High School  
Girls Tennis 7 & 8  
Girls Tennis High School  
Girls Track & Field 7 & 8  
Girls Volleyball 7 & 8  
Girls Volleyball High School  
Splash Dancing (each of 2 persons at the 16-20 sessions rate)

Level IX

2011-2014
\$61

Announcing	Varsity Football, Varsity Track (B&G), Modified Track (B&G)
Piano Accompanist	Concerts
Picture Taking	Home (Football)
PSAT Proctor	Eden Jr./Sr. High School
Scoring	Varsity Volleyball (B&G), JV Volleyball (B&G), Varsity Basketball (B&G), Modified Basketball (B&G)
Security Guards-	Varsity Basketball Home (B&G), Modified Basketball Home (B&G), Varsity Football Home (B&G), JV Football Home, Modified Football Home, Varsity Swimming (B&G), Varsity Soccer (B&G), Varsity Volleyball (B&G), JV Volleyball (B&G), Modified Volleyball (B&G) Home, Varsity Wrestling Home, *Away Sporting Events-As Needed (Add \$5/event)
Timing	Varsity Basketball Home (B&G), JV Basketball Home (B&G), Varsity Field Hockey Home, JV Field Hockey Home, Modified Basketball Home (B&G), Varsity Football Home, JV Football Home, Modified Football Home, Varsity Swimming (B&G), Varsity Soccer (B&G), JV Soccer Home (B&G), Varsity Wrestling Home, Varsity Track Home (B&G), JV Track Home (B&G), *Away Sporting Events-As Needed (Add \$5/event)

Music Competition Chaperones -- Compensate Chaperones as follows:

<u>School Years</u>	<u>Per Hour</u>	<u>Per Event</u>	<u>Maximum Per Fiscal Year</u>
2011-14	\$18.37	\$55.12	\$1,689.22

<u>Jr./Sr. High All-County</u>	<u>2011-14</u>
All-County Band	\$300
All-County Orchestra	\$300
All-County Chorus	\$300

<u>Elementary All-County</u>	<u>2011-14</u>
All-County Band	\$300
All-County Orchestra	\$300
All-County Chorus	\$300

Level X

	<u>2011-14</u>
Elementary Homework Club Advisor	\$542
Freshmen Class Advisor	\$542
G.A.A.	\$542
Grade 7 Class Advisor	\$542
Junior HS National Honor Society Advisor	\$542
Junior/Senior High Homework Club Advisor	\$542
Math Olympiad	\$542
National Honor Society	\$542
Peer Listening Advisor	\$542
S.A.D.D. Advisor	\$542
S.A.F.E. Advisor	\$542
Senior Class Co-Advisor	\$542
Sophomore Class Advisor	\$542
Varsity Club	\$542

4.3.5. \*Department Chairman: In addition to his/her other compensation, a Department Chairperson shall receive annually as follows:

	<u>*Years of Service</u>				
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>7th Year</u>
For the 2011-14 school years, effective July 1, 2011:					
6 or less teachers	\$2,184	\$2,382	\$2,581	\$2,777	\$3,077
7 or more teachers	\$2,382	\$2,581	\$2,777	\$2,977	\$3,277

\*Years of Service. "Years of service" is defined as years of service to the District in the same or identical Supplemental Activities position. Initial placement on Salary Schedules not in compliance with this definition shall be at the sole discretion of the Superintendent of Schools.

The department members served by the Department Chairperson shall each year hold an advisory election for the Department Chairperson for the following term. The results of this election shall be forwarded to the building principals who shall consider the election results prior to making their recommendations to the Superintendent. The Board of Education shall make the final appointments.

\*Does not pertain to Teaching Assistants.

- 4.3.6. \*Guidance Counselor: In addition to his/her other compensations, a full time guidance counselor shall receive an additional stipend as follows:

2011-14
\$1,181

\*Does not pertain to Teaching Assistants

- 4.3.7. \*Department Associate: In addition to his/her other compensation, a Department Associate shall receive an annual stipend as follows:

	*Years of Service				
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>7th Year</u>
For the 2011-14 school years, effective July 1, 2011:					
6 or less teachers	\$1,374	\$1,473	\$1,574	\$1,673	\$1,973
7 or more teachers	\$1,539	\$1,637	\$1,740	\$1,843	\$2,143

\*Years of Service. "Years of service" is defined as years of service to the District in the same or identical Supplemental Activities position. Initial placement on Salary Schedules not in compliance with this definition shall be at the sole discretion of the Superintendent of Schools.

\*Does not pertain to Teaching Assistants

- 4.3.8. Music Director: In addition to his/her other compensation, the Music Director shall receive a stipend as follows for directing the School Band during Memorial Day ceremonies:

2011-14
\$74

Note: Teaching Assistants who possess the appropriate certification and/or qualifications may apply for and be considered for this position.

- 4.3.9. Positions for Musical: Teachers and Teaching Assistants appointed to the following positions for the annual High School musical production will receive the additional compensation indicated opposite each position:

A. Jr./Sr. High School	2011-14
Adult Musician (4)	\$240
Make-up Person 1	\$153
Make-up Person 2	\$153
Producer	\$758
Program	\$153
Publicity	\$153
Sound	\$455
Stage Manager	\$758
String Advisor	\$153
Tickets	\$153



B. Elementary School

2011-14

Choral Director	\$371
Costumes	\$583
Choreographer	\$464
Lights	\$278
Sets	\$464
Stage Manager	\$464

- 4.3.10. Filling Vacancies: The Superintendent shall post all vacancies for supplemental activities except per diem responsibilities (Example-Security Guards, Scorekeepers, etc.) in each building as early as practicable after a determination that they are going to be filled. Teachers or teaching assistants who have applied for such posted positions will be notified of the action taken regarding their applications as soon as practicable after the selection has been approved. Application for a vacant position shall not mean automatic placement and the Superintendent shall have sole discretion regarding selection.
- 4.3.11. Chaperoning Assignments: For chaperoning activities other than described in this Section 4.3, the District will, by the end of the second week in September of each year, list available District-sponsored evening chaperoning assignments for each building. Each teacher or teaching assistant in the District shall, by the end of September, sign up for and ultimately perform one of the available assignments on that list from that teacher's or teaching assistant's building. Such assignments shall not carry any additional remuneration beyond the teacher's or teaching assistant's annual salary pursuant to Section 4.1 of this Agreement. The District will provide the Association with a copy of the list, as completed by the teachers or teaching assistants, not later than October 15. If for any reason, a scheduled activity is canceled, it will be considered that the teacher has fulfilled their chaperoning obligation. If however, the activity is rescheduled, the teacher or teaching assistant shall have the option of chaperoning the rescheduled activity or signing up for a later activity that is deficient of chaperones. Music teachers supervising at least one concert outside normal working hours during the school year shall be exempt from their chaperoning duty stated herein.
- 4.3.12. Payment for Shared Supplemental Positions: In the event that a supplemental position is appointed by the Board of Education as a shared position, the salary for such positions shall be divided equally.

**Section 4.4. Miscellaneous**

- 4.4.1. Payroll Calendar: After the Board of Education approves the school calendar but before May 15<sup>th</sup> of any given year, the ETA Treasurer/Representative and the Business Office shall mutually agree to a payroll calendar for the following school year. This calendar will be shared with ETA members before June 30<sup>th</sup>.
- 4.4.2. Payment: Payroll checks shall be issued bi-weekly to all ETA members according to the mutually agreed upon payroll calendar in 4.4.1.
- 4.4.3. Excess Days - 10 month Staff: Pay for assigned teachers and teaching assistants outside the ten month work year (other than 11 month staff) shall be at a rate of 1/200 of the 10 month employee's school year salary. All additional assigned days shall be made by the immediate supervisor and approved in advance by the Superintendent.

- 4.4.4. \*Excess Days - 11 month Staff: Eleven month staff shall work 20 school days in addition to their usual 10-month schedule. This time shall be any 20 school days assigned by the immediate supervisor. Any work exceeding the above shall be compensated at 1/220 of the 11-month employee's school year salary. All additional assigned days shall be made by the immediate supervisor and approved in advance by the Superintendent. \*Does not pertain to Teaching Assistants.

## ARTICLE 5. BENEFITS AND WORKING CONDITIONS

### Section 5.1 Health Insurance

#### 5.1.1. Health Benefit Plans-General

- a) Primary Plans- The District shall establish a group medical insurance plan that will be the "Primary Plan". This plan will include prescription riders, which will be \$5/\$15/\$35, \$10 office visit co-pays.
- b) Optional 105(h) Plans- The District shall also offer a lower cost coverage option.
- c) \*Other Optional Plans- In addition to the primary plan and the 105H plan, the District shall offer the option of participating in the following plans provided that each employee shall be responsible for and pay 100% of the difference in the District's cost between the following optional plans and the primary plan: 1) Traditional Plan; 2) PPO Plan; 3) (HMO) Original.
- d) The hospitalization co-pay under all of the insurance programs offered by the District shall be \$0.00 to the employee. The District may meet this component of the coverage either by electing a hospitalization plan with no co-pay, or by elective coverage with a co-pay, which the District shall self-insure through payments to the affected employees pursuant to the Section 105(h) Plan. The District may make this election with respect to any one or more of the coverages offered under any one of the plans.
- e) If a coverage provider changes or discontinues any coverage or any part of any coverage described in this paragraph 5.1.1, the District shall then offer the most comparable form of coverage available without incurring any additional expense, which shall be determined upon consultation with the Association.
- f) In the event federal or state law regarding the provision of group medical insurance changes during the term of this Agreement, the parties agree that Section 5.1 shall be reopened for further negotiations between parties.
- g) The Labor Management Oversight Committee:
  - (a) The parties agree to form a Labor Management Committee with the express charge of biannually reviewing the insurance offering of the District. An agenda will be provided to the ETA President one week in advance of the meeting dates.
  - (b) The committee will also meet when the topics of premiums, benefits, savings, 105H, and 125 plans are to be discussed.

- 5.1.2. District Premium Contribution: For each employee who participates in a District health benefits plan as provided in 5.1.1(a), 5.1.1(b), or 5.1.1(c) the District shall contribute to the monthly premium an amount equal to 90% of the monthly premium of the primary plan, 85% beginning July 1, 2013. The employee shall pay the amount of the monthly premium in excess of the District's contribution by payroll deduction, for which the District will make available the Section 125 Plan, to the extent allowed by law and the Plan Document.



The District's foregoing premium contributions will be prorated for a part-time teacher or teaching assistant in direct proportion to his or her schedule as it bears upon that of a full-time teacher or teaching assistant. However, this proration will not apply to any teacher or teaching assistant appointed before October 1, 1999 or to any teacher or teaching assistant who is reduced from full-time to part-time unilaterally by the District.

5.1.3. Section 105(h) Plan:

- a) The District shall make available for all unit employees a medical reimbursement plan as defined in Section 105(h) of the Internal Revenue Code (the "105(h) Plan"), the purpose of which shall be to reimburse an eligible member for health care expenses, including those of any spouse or dependents he/she may have, that are not covered by health insurance or HMO coverage. For each unit employee, the District shall make the following annual contributions:

School Year	2011-2012	2012-2013	2013-2014
Amount	\$300	\$300	\$300

Additional amounts will also be deposited into the 105(h) account for those employees who elect to change their health coverage to one of the lower cost HMO coverage options described in paragraph 5.1.1(b), above, utilizing the formula in paragraph 5.1.3(b), below, and those members who receive a payment for an in-hospital deductible under paragraph 5.1.1(d), above.

a.1) Section 105(h): Long term substitutes will not be eligible for a 105H account.

- Teachers on leaves of absence would not be eligible for the 105(h) account until they return to active service in a school year. Official requests for the 105(h) account deposit to be made must be done within thirty days of return from leave. This must be done in writing to the Director of Finance.
- Part-time ETA members and new hires shall have the 105(h) prorated based on FTE and hire date respectively.

- b) Each year, there shall be credited to an account under the 105(h) Plan for each eligible member electing one of the lower cost HMO coverage options under paragraph 5.1.1(b), above, an amount equal to one-half of the net savings. This amount, if any, shall be determined by the difference between the annual District contribution toward the premiums for the HMO plans offered under 5.1.1(a) and (b), above, for that year. The amount of benefits available to an eligible member at any time shall be the amount then credited to his/her account. The amount credited shall not exceed \$1,200 in any single year, except as provided in (d), below. Any amount that is credited to an eligible member's account for a period shall not be forfeited but shall continue to be credited to the eligible member's account for subsequent periods until used to reimburse the member for eligible expenses, or until the employee ceases employment. The district and employee shall share the administrative charge equally. The 105 (h) funds shall be deposited once annually by October 15<sup>th</sup>, although they shall only accrue to the employee monthly based upon actual savings to the District under this paragraph. Following the distribution of funds within an employee's 105(h) account, if any employee has a deficit balance in his account from savings which do not materialize, or should the employee cease to be employed in advance of accruing the savings to the District or with a deficit balance on such account, such employee shall be obligated to restore to the District any overpayment or deficit balance, which may be deducted by the District from the employee's next pay check or the next year's 105(h) deposit.

- c) When a teacher or teaching assistant separates service from the District for purposes of retirement, and there is a balance in that employee's 105(h) account, the retired employee may continue to submit non-reimbursed medical expenses to the account until the fund is exhausted. In the event of the employee's death, remaining funds will be available for use by the employee's spouse or dependent children.
  - d) The payment of an in-hospital deductible benefit, as described in paragraph 5.1.1(d), above, for any member, covered spouse or dependent shall be made by a payment into the member's 105(h) plan, but shall not otherwise reduce the account balance of the employee's 105(h) plan.
  - e) A swipe card shall be made available for unit members to access their 105(h) plan benefits. The administrative fee for this service shall be at the employee's expense.
  - f) The District shall provide a Section 105(h) Plan Document and a Summary Plan Document for distribution to all eligible members.
  - g) The Association and District will mutually agree to an administrator for the 105(h) Plan.
- 5.1.4. Declaration of Intent: A new teacher or teaching assistant must submit to the Business Office within thirty (30) days of the first day of employment his/her application to enroll. Failure to apply within thirty (30) days of employment may jeopardize enrollment in the plan desired.
- 5.1.5. Coverage After 30 Days: After thirty (30) days of employment a teacher or teaching assistant may apply for coverage by submitting to the Business Office his/her application to enroll, and by conforming with the rules for admittance to the plan desired.
- 5.1.6. Marital Status Change: Change in the marital status or death of a spouse must be reported to the business office immediately (no later than three weeks after the event) so that the insurance carriers may be notified.
- 5.1.7. Health Insurance for Retirees: The teacher or teaching assistant is entitled to health insurance coverage through the last month of active employment. The retired teacher or teaching assistant may assume full premium costs after retirement.
- 5.1.8. Coverage While on Leave: The teacher or teaching assistant assumes full premium cost while on leave without pay.
- 5.1.9. Coverage/Preferred Eligibility List: An excessed teacher or teaching assistant who is on the preferred eligibility list may continue his/her health insurance at the group rate through the school by assuming all costs involved for a period not to exceed eighteen (18) months from the last date of employment after being placed on the preferred eligibility list.
- 5.1.10. Insurance Buyout: Any teacher or teaching assistant who annually elects not later than June 30, to opt out of the above referenced health insurance programs will receive, under the terms of the District's 105(h) Plan, \$500 per year, \$1000 if 35-40 teachers or teaching assistants participate, or \$1,500 if 41 or more teachers or teaching assistants participate, provided that the teacher or teaching assistant executes a waiver of health insurance form provided by the District, following which, the District will remove the teacher or teaching assistant from its health insurance enrollment as soon as feasible, and that the teacher or teaching assistant remains out of the District's health insurance program for the entire Plan Year (July 1<sup>st</sup> through June 30<sup>th</sup>). The deposit will be made into the employee's 105(h) Plan on July 1 of the following year. Should circumstances of an individual teacher or teaching assistant who elects not to participate change during a given plan year per IRS 105(h) regulations (marriage, death, childbirth, divorce), the teacher or teaching assistant may rejoin the health insurance program, in which event he or she will not be eligible for payment under this paragraph for that plan year.

Any newly hired teacher or teaching assistant may opt for the Insurance buyout no later than ten (10) days from the date of hire. If the newly hired teacher or teaching assistant selects the buyout option, the buyout payment shall be prorated from the date of hire for the first school year only.



## **Section 5.2. Facilities for Teachers and Teaching Assistants**

- 5.2.1. Facilities in Buildings: The District agrees that all reasonable attempts will be made to provide:
- 1) A teacher or teaching assistant with space in each building in which he or she teaches to safely store instructional materials and supplies.
  - 2) A teacher or teaching assistant work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  - 3) An adequately furnished room to be used as a faculty-lounge dining area. Said room will be in addition to the aforementioned teacher and teaching assistant work area.
  - 4) A serviceable desk with lock and key per teacher and teaching assistant.
  - 5) Separate adequate ladies' and mens' restrooms which will not be an integral part of a student's facility.
  - 6) Teachers and teaching assistants in all buildings with sufficient dining facilities.
  - 7) A telephone in an enclosed area in each school for teachers' and teaching assistants' use in conducting private school communications,
  - 8) Adequate parking space, reserved for teachers and teaching assistants at each school.
- 5.2.2. Preferential Parking/Travel Time: Teachers and teaching assistants traveling from building to building in pursuance of their teaching duties shall, on their days of traveling teaching duties, have preferential parking spaces when possible. Necessary time for such travel shall be taken into account when planning such teachers' and teaching assistants' schedules.

## **Section 5.3. Protection of Teachers and Teaching Assistants**

- 5.3.1. Personnel File: All basic information about the teacher or teaching assistant, with the exception of letters of reference, shall be filed in the Superintendent's office under the following circumstances:
- 1) No material derogatory to a teacher's or teaching assistant's conduct, service, character, or personality shall be placed in the files unless the teacher or teaching assistant has had an opportunity to read the material. The teacher or teaching assistant must acknowledge that he/she has read such material and must affix his/her signature on the actual copy to be filed. The teacher or teaching assistant may affix the following statement: "This signature does not necessarily indicate agreement with the contents of this material." A stamp containing the above quoted statement will be made available to the teacher or teaching assistant by the Association.
  - 2) The teacher or teaching assistant shall have the right to answer any material filed and his/her answer shall be reviewed by the immediate supervisor and Superintendent and attached to the file copy.
  - 3) Upon request by the teacher or teaching assistant, he/she shall be given access to his/her file at the earliest convenience of the Superintendent. Files will not be taken from the Superintendent's Office, nor will anything in the files be removed from them.
  - 4) Upon receipt of a written request, the teacher or teaching assistant shall be furnished a reproduction of his/her transcripts, any material which bears the teacher's or teaching assistant's signature, and any other material which the Superintendent makes available to the teacher or teaching assistant.

A document which the teacher or teaching assistant has not had an opportunity to read may not be used against the teacher or teaching assistant in any disciplinary or dismissal proceeding.

- 5.3.2. Assaults: Any case of assault on a teacher or teaching assistant shall be promptly reported by the teacher or teaching assistant to the immediate supervisor who shall immediately notify the Superintendent. When necessary, legal assistance shall be provided to the teacher or teaching assistant by the District in connection with the handling of the incident with law enforcement and judicial authorities.
- 5.3.3. Legal Actions: If any teacher or teaching assistant is sued as a result of any action taken by the teacher or teaching assistant while acting in the discharge of his/her duties within the scope of his/her employment, the District will provide legal counsel, as per New York State Education Law - Sections 3023 and 3028, to the teacher or teaching assistant in his/her defense. The teacher or teaching assistant shall notify the Superintendent of such action within ten (10) days after the action is brought against him/her. In the event action is submitted to the District concerning a teacher or teaching assistant, the teacher or teaching assistant will be notified by the Superintendent.

#### **Section 5.4. Teacher and Teaching Assistant Evaluation**

- 5.4.1. Monitoring and Evaluation Reports: All monitoring or observation of the work performance of a teacher or teaching assistant will be conducted openly and with the knowledge of the teacher or teaching assistant. The use of eavesdropping, public address system or audio systems and similar surveillance devices shall be strictly prohibited. Teachers and teaching assistants will be shown a copy of any evaluation report prepared by their superiors and will have the right to discuss such a report with their superiors before it is submitted to the Superintendent or put into their personnel files, which are kept in the Superintendent's office. A teacher or teaching assistant shall have the right to affix and make a permanent part of his/her personnel file comments in rebuttal to any monitoring or observation of his/her work performance.
- 5.4.2. Complaints: Any complaints regarding a teacher or teaching assistant made to the administration by any parent, student or other person will be promptly called to the teacher's or teaching assistant's attention if such complaints are to be included in the teacher's or teaching assistant's file. At the earliest practicable date, a meeting shall be arranged between the complaining party or parties and the teacher or teaching assistant and, if the complaining party or parties appear, then the teacher or teaching assistant shall also appear.
- 5.4.3. Extra-Curricular Activities: Teacher or teaching assistant participation in extra-curricular activities shall be voluntary and non-participation in such activities shall not be a valid consideration for evaluating teacher or teaching assistant classroom performance. When there are insufficient qualified volunteers, the Association will assist the District to obtain teacher or teaching assistant participants in such activities.
- 5.4.4. Observation and Conference: During the probationary period, a teacher or teaching assistant shall be observed a minimum of two (2) times per year. There shall be a personal conference with the teacher or teaching assistant following each observation.
- 5.4.5. Comprehensive Report: During the probationary period, the teacher or teaching assistant shall be given a comprehensive report 90 days prior to the end of the probationary period.

#### **Section 5.5. Dismissal**

- 5.5.1. Conditions: A teacher (i) who is in his/her fourth or later year of continuous service with the District and (ii) who has attained his/her Permanent Certification and Tenure, and a teaching assistant who is in his/her fourth or later year of continuous service with the District who has attained Continuing Certification and Tenure, shall not be dismissed without just cause. If an individual covered by this paragraph or the Association submits a grievance which claims a violation of this paragraph, the right of the individual to pursue any other remedy before any administrative agency, court or other tribunal is automatically waived by such submission.



**ARTICLE 6. LEAVES FOR PERMANENT PROBATIONARY TEACHERS AND  
TEACHING ASSISTANTS POSSESSING A CONTINUING CERTIFICATE.**

**Section 6.1 Sick Leave**

- 6.1.1. Accumulation: Sick leave will accumulate to a maximum of 200 days for 10 month teachers or teaching assistants, 220 days for 11 month teachers or teaching assistants, and 240 days for 12 month teachers or teaching assistants. Sick days will accumulate at the rate of 6 days for each school semester and one for each additional month of service. In anticipation of a year's service, and in recognition that illness or accident may occur early in the year, the District will advance 12 sick days at the beginning of the year. If a teacher leaves the employ of the District before he has earned all of the days he has used, the amount that has been paid for the unearned leave will be subtracted from his/her final check or reimbursed to the District. Teachers or teaching assistants shall be notified of the number of sick days deducted from their accumulated total and the balance remaining at the end of each semester.
- 6.1.2. Personal or Family Illness: Accumulated sick time may be used for personal illness or illness in the immediate family. However, a teacher or teaching assistant may use no more than twelve sick leave days in one school year for illness in the teacher's or teaching assistant's immediate family; provided that, nevertheless, a teacher may use up to thirty sick leave days in a continuous absence in one school year in order to provide care to a member of the immediate family who is confined to the teacher's or teaching assistant's home because of a serious and prolonged illness and that if that family member needs additional care by the teacher or teaching assistant, the teacher or teaching assistant may have unpaid leave until the end of the school year or until the family member no longer requires the teacher's or teaching assistant's care, whichever comes first. The immediate family, for purpose of this paragraph, shall include a parent, child, husband, wife or any relative permanently residing in the personal household in which the teacher or teaching assistant himself/herself resides. Exceptions to this definition shall be permitted at the discretion of the Superintendent. Such exceptions shall not unreasonably be denied.
- 6.1.3. Workers' Compensation Absence: When an employee is absent from work because of illness or injury covered by Workmen's Compensation Insurance carried by the District:
- 1) Such absence may be considered sick leave at the option of the employee.
  - 2) In the event a compensation award is made for the lost time and sick leave payments are selected by the employee, such sick leave payments shall be reduced by the amount of compensation awarded during the period of sick leave payment. However, the amount paid to the District shall in no case exceed the amount paid by the District to the teacher or teaching assistant.
- 6.1.4. Notice of Absence: Except in cases of extreme emergency, a teacher or teaching assistant shall notify his/her immediate supervisor or other designated personnel at least one hour before school starting time if he will be absent.
- 6.1.5. Notice of Return: If, at the end of two consecutive weeks of illness, the teacher or teaching assistant anticipates a longer period of absence, he shall notify his/her immediate supervisor verbally. A written confirmation from a physician shall follow in regard to the approximate length of a continuing absence. At least one day notification shall be given to the immediate supervisor in cases where the teacher's or teaching assistant's return is in advance of the previously designated day of return; failure to do so may result in the loss of a day's pay.

- 6.1.6. Sick Leave Exhausted: Whenever an employee exhausts his/her sick time allowance and any extension thereof, he shall immediately apply to the Superintendent for sick leave without pay for a definite period of time, not to exceed the end of the current school year, subject to renewal upon further application for an additional year, or he may apply for retirement, or he may submit a letter of resignation. Teacher's or teaching assistant's day of return, after a long sick leave, may be delayed for the best interests of the pupils, but not beyond the commencement of the next succeeding semester.

**Section 6.2. Sick Leave Bank (SLB)**

- 6.2.1. 300 Day Sick Leave Bank: A sick leave bank (SLB) shall be established for use by any employee whose accumulated sick leave has been exhausted as a result of a personal long-term catastrophic illness or injury. Although it is possible for the total number of days in the SLB to temporarily exceed 300, the total number of days available for use in any given school year, July 1st through June 30th, shall not exceed 300.
- 6.2.2. SLB Review Committee: A SLB Review Committee, consisting of the Superintendent, the Director of Finance, the Association President, one Pre-K through 6 teacher or teaching assistant and one 7 through 12 teacher or teaching assistant, shall be established to review and approve or disapprove requests for withdrawal from the SLB. Approval/disapproval shall be by consensus. If consensus cannot be reached, the decision to approve/disapprove may then be made by a super-majority vote, i.e. four of the five available votes. Additionally, this committee shall keep records of membership, and maintain an appropriate level of days for use in the SLB.
- 6.2.3. Membership: Membership in the SLB shall be available to all employees hired on or after October 1, 1999, regardless of their classification as of October 1<sup>st</sup> following the completion of 3 years and 1 day of employment by the District, provided the employee has accumulated 30 sick leave days at that time. Employees hired before October 1, 1999 shall be eligible for membership after 1 year and 1 day of employment. The form attached as Appendix F of this Agreement must be submitted to the Superintendent's Office on or before October 1<sup>st</sup> of the year an employee wishes to join the SLB.
- 6.2.4. Sick Leave Days and Contributions: Each eligible member shall initially contribute five (5) sick leave days from his/her sick leave accumulation. Thereafter, each eligible member must contribute one (1) day from his/her sick leave accumulation as required by the provisions of this Section and/or the SLB Review Committee. Members of the SLB will have the required contribution automatically deducted after written notification by the Association when the SLB falls below 300 days. When necessary and appropriate, this notification shall take place during the first two weeks of the new school year. When the SLB accumulation reaches 300 days, only new members may contribute to the SLB during the school year.

For the purpose of the SLB provision of this Agreement, sick leave days shall be defined and calculated on a pro-rated basis, commensurate with the employee's full time equivalent (FTE), rounded to the nearest whole day. For example, the five (5) day initial contribution and subsequent required contribution(s) shall be calculated in the following manner:

Example #1: A full-time (1.0 FTE) member shall be required to contribute as follows:

**5 sick leave days x 1.0 (FTE) = 5.0 total days, which will be added to the SLB**

Example #2: A part-time (.28 FTE) member shall be required to contribute as follows:

**5 sick leave days x 0.28 (FTE) = 1.4 total days, which will be added to the SLB**

Example #3: A part-time (.50 FTE) member shall be required to contribute as follows:

**5 sick leave days x 0.50 (FTE) = 2.5 total day, which will be added to the SLB**



- 6.2.5. Voluntary Removal from the SLB: Employees that wish to be removed from the SLB must inform the SLB Review Committee of that decision, in writing, prior to October 1<sup>st</sup>. Failure to do so, will ensure their continuation in the SLB and the required days will be deducted from their sick leave accumulation and contributed to the SLB as outlined in this Section.
- 6.2.6. Employees on Leave: Employees on leave shall be addressed as follows:
- Full Year Leaves. Employees on leave from their duties for the entire school year, July 1st through June 30th, are not required to contribute to the SLB, nor are they eligible to collect from the SLB during that period of time.
  - Partial Year Leaves. Employees on leave from their duties for less than the entire school year are required to contribute to the SLB. The actual date of contribution shall be dependent on the dates of the leave. Employees shall be eligible to collect from the SLB upon their return to work. Failure to contribute as required shall necessitate removal of the employee from the SLB. Also, see Sub-Section 6.2.9, Reinstatement.
- 6.2.7. Member Contribution in Excess of One (1) Day/Year: When the SLB Review Committee, as a whole, determines a need, the committee may require all members to contribute up to two (2) additional days of accumulated sick leave.
- 6.2.8. Withdrawals: Members may request a withdrawal from the SLB Review Committee upon exhausting all leave accruals (including the balance of their accumulated sick leave) and upon having been absent due to a long-term catastrophic illness for at least thirty (30) consecutive work days. Withdrawals may only be made in connection with a long-term illness or injury of a member and where the member's accumulated sick leave has been exhausted as a result of long-term illness or injury. This shall not include the illness or injury of a family member or time taken to assist such other family members.

In the event a member is incapacitated and unable to request a withdrawal for himself/herself, a family representative or other duly authorized person acceptable to the SLB Review Committee may prepare a sick leave withdrawal request.

Each withdrawal request must be accompanied by a statement signed by a physician, confirming the nature of the illness and the anticipated duration of the disability.

A member may be requested to undergo medical review by a physician, selected by the SLB Review Committee, at the expense of the member. Failure to comply with such a request shall result in disapproval of the withdrawal.

A member may not withdraw more than thirty (30) days at one time. Additional leave requests may be made by a member after the thirty (30) day grant, but they must be resubmitted to the SLB Review Committee for review. The maximum number of days an employee may withdraw from the SLB during his/her career as an employee of the District may not exceed 180. The maximum number of days per employee per year may not exceed 60 days.

Once a withdrawal has been made, the member must remain a contributing member of the SLB until an equal number of days are returned to the SLB, or upon the member's termination of employment with the District.

The SLB Review Committee has the right to disapprove a sick leave withdrawal request for appropriate reasons, including improper use of accumulated sick leave by the member.

An employee's membership in the SLB shall terminate upon the employee's termination of employment, or a failure to contribute to the SLB as required. Any days contributed by the employee to this point shall remain the property of the SLB.

- 6.2.9. Reinstatement: Once an employee has been removed from the SLB, he/she may rejoin the bank by the October 1<sup>st</sup> deadline of any school year by contributing five (5) days from his/her accumulated sick leave. Also, see Sub-Section 6.2.3, Membership.

**Section 6.3. Personal Days**

- 6.3.1. Number and Purpose: Each teacher and teaching assistant shall have available three (3) Personal Days leave without loss of pay each year. Personal Days shall only be used for matters which are of a pressing and immediate nature and which cannot be taken care of during non-school hours or days, such as:

- 1) serious illness or death of persons other than members of the immediate family or relatives,
- 2) legal or business transaction,
- 3) graduation of spouse, son or daughter,
- 4) transportation of son or daughter to college,
- 5) attendance at wedding party which involves one of the immediate family (i.e., brother, sister, parents, children),
- 6) household emergency (i.e., flooded basement, furnace breakdown), and
- 7) transportation failure.

In no case shall Personal Days be used for shopping, recreational, or avocational activities.

No reason is required for such Personal Days leave except:

- a) A reason must be given to receive authorization for a Personal Day to be taken the day before or the day after a holiday, and
- b) A reason must be given to receive authorization for a Personal Day to be taken the day before or the day after a vacation period.

At the end of each school year, a teacher's or teaching assistant's unused Personal Days shall be added to his or her accumulated sick leave provided that this does not cause his/her accumulated sick leave to exceed the maximum permitted by this contract.

- 6.3.2. Requests: Written notification for use of Personal Days shall be submitted to the Payroll Department by the Supervisor, on the specific form provided for such notification, at least two (2) days in advance of the day the teacher or teaching assistant will be on Personal Day leave, but in an emergency, the building principal shall be notified by telephone and the completed form submitted to the Payroll Department after the fact.

Specific Form:

NOTIFICATION OF PERSONAL DAY LEAVE

This is to notify you that I will be taking a Personal Day on \_\_\_\_\_, \_\_\_\_\_, and  
day date

and that this Personal Day is in compliance with all provisions of Section 6.3.

\_\_\_\_\_  
Teacher's/Teaching Assistant's Signature

\_\_\_\_\_  
Date



#### **Section 6.4. Pregnancy and Child-Rearing Leave**

- 6.4.1. **Notice**: When a teacher or teaching assistant becomes aware of the fact that she is pregnant, she will so notify the Superintendent's office in writing. This notice must be accompanied by a certificate from the teacher's or teaching assistant's attending physician which attests to her pregnancy and states the expected date of delivery. By the end of the second trimester, the teacher or teaching assistant will notify the Superintendent's office in writing whether she desires to be absent only during that period when her pregnancy disables her from teaching or whether she desires to be absent for additional time for child-rearing purposes. If the teacher or teaching assistant desires child-rearing leave, she will specify the time when she intends to return.
- 6.4.2. **Duration Pregnancy Leave**: The teacher or teaching assistant shall be on pregnancy leave from the date when her pregnancy first disables her from teaching until the date after her pregnancy terminates when she is no longer disabled from teaching. These dates must be attested to in a written certificate from the teacher's or teaching assistant's attending physician.
- 6.4.3. **Duration Child-Rearing Leave**: The teacher or teaching assistant shall be on child-rearing leave if:
- 1) The teacher or teaching assistant has so requested pursuant to paragraph 6.4.1 of this Contract from the day after pregnancy leave ended until the beginning of the school year, following the expiration of a two year period.
  - 2) A teacher or teaching assistant requests such leave and it is granted by the Board for the purposes of child-rearing occurring due to the teacher or teaching assistant assuming the responsibilities of rearing a child. The dates for this leave shall be requested in writing to the Superintendent and shall not extend beyond the remaining part of the school year, plus two more years.
- 6.4.4. **Benefits Restoration**: When a teacher or teaching assistant returns from a pregnancy or child-rearing leave, all benefits the teacher or teaching assistant had accumulated on a time basis (e.g., sick leave) as of the last day prior to the first day of the leave shall be restored to the teacher or teaching assistant less any such benefits used during the leave.
- 6.4.5. **Adoption**: A teacher or teaching assistant who has adopted a pre-school age child shall be entitled to an adoption leave without pay, but if both adopting parents are employed by the District, only one of them shall be entitled to such a leave. As soon as the teacher or teaching assistant has been accepted by an agency for adoption, he/she shall so notify the Superintendent's office in writing. The leave shall begin when a child has been placed in the teacher's or teaching assistant's home for adoption. The teacher or teaching assistant shall notify the Superintendent's office in writing that a child has been so placed as soon as possible after the teacher or teaching assistant is informed of the placement. The leave shall continue until the beginning of the school year following the expiration of a two (2) year period, unless the teacher's or teaching assistant's request to return to duty sooner is approved by action of the Board. When a teacher or teaching assistant returns from an adoption leave, all benefits which the teacher or teaching assistant had accumulated on a time basis (e.g., sick leave) as of the teacher's or teaching assistant's last day prior to the first day of the teacher's or teaching assistant's leave shall be restored to the teacher or teaching assistant.

#### **Section 6.5. Sabbatical Leave (Moratorium)**

There will be a moratorium on all sabbatical leaves, and the District will have no obligations under this Section 6.5, until such time as the parties expressly agree in writing to reinstitute them.

- 6.5.1. **Eligibility**: A full time certified teacher or teaching assistant must have completed seven (7) years in the Eden Central School System before a sabbatical leave may begin. He may submit his/her request for the leave during his/her seventh year of service or any time thereafter.

- 6.5.2. Purpose: Sabbatical leave is given to professional employees to permit them to improve their ability to render educational service. In the District, several types of leaves have been approved:
- 1) Study at a full-accredited university or college to increase knowledge and/or to enrich the background in a teacher's or teaching assistant's academic area or related area.
  - 2) Research and/or writing in preparation for a thesis or dissertation for an advanced degree or for a special diploma such as the six year professional certificate.
  - 3) Research and/or writing in preparation for a textbook or other materials which have been approved by the Screening Committee and the Board.
  - 4) In some instances a "special" sabbatical leave may be granted for other reasons.
- 6.5.3. Routing of Application: Applications for sabbatical leave will be routed as follows:
- 1) Applications will be given to the teacher's or teaching assistant's immediate supervisor who will forward it to the Screening Committee with his/her comments.
  - 2) The Screening Committee will be composed of two administrators appointed by the Superintendent and two secondary, and two elementary teachers or teaching assistants selected by the Association. The Screening Committee will evaluate all applications and forward them to the Superintendent with priority recommendations for granting the leaves.
  - 3) The Superintendent will review the recommendations and forward them, along with his/her recommendations, to the Board for consideration.
- 6.5.4. Contents of Application: It shall be the duty of the applicant to include with his/her application the following as evidence that he/she is sincere in his/her request and will fulfill the purposes of the leave:
- 1) For Formal Study - A program of work or of recognized courses which the applicant will participate in and which will qualify him/her for higher credentials in the profession.
  - 2) Research and/or Writing - An outline of the proposed project with such approval as is necessary to indicate value of the project to the present or future service of the applicant in the profession and specifically to the Eden Central School District.
  - 3) Other Reasons - A plan shall be submitted which will state the professional objectives to be gained or sought by such leave, the specific means of attaining these objectives, and proposed benefits of such leave to the school district. Application forms are available from immediate supervisors.
- 6.5.5. Time Schedule: The time schedule for processing sabbatical leave applications is:
- 1) Applications shall be submitted to the immediate supervisor no later than November 15.
  - 2) The Screening Committee shall complete their list of recommendations by January 15.
  - 3) All applicants shall receive a tentative answer by February 15 but that answer shall not be binding on the District. A final answer shall be given to all applicants by April 15.
- 6.5.6. Criteria for Selection: In considering applications, all involved parties shall give consideration to the following criteria for selection:
- 1) Most benefit to the school system.
  - 2) Potential personal growth.
  - 3) Availability of qualified substitutes.
  - 4) Comprehensiveness and specificity of the application.
  - 5) Length and quality of service.
  - 6) Number of previous sabbatical leaves by applicant.
  - 7) When applicants represent both elementary and secondary levels, consideration should be given to awarding leaves equally between the two levels.



- 6.5.7. Types and Number of Leaves: Full year leaves and half year leaves will be considered. The maximum number of leaves to be granted in any one year will not exceed one. If selected applicant is unable to accept the sabbatical, a replacement, if made, shall be chosen from those applications already on file.
- 6.5.8. Compensation: The following compensation rules apply to sabbatical leave:
- 1) Professional personnel, on other than "special" sabbatical leaves, shall receive 50% for full year leaves, 75% for half year leaves, of the pay they would have received if on duty during the period of the leave.
  - 2) Compensation received from other sources, along with the sabbatical leave pay, shall not exceed the salary which the person would have received if he/she had remained in the District.
  - 3) Individuals shall be placed on the appropriate salary step upon returning to the system. There shall be no loss of increments. Credit shall be given for one service step during the term of a year's sabbatical leave.
- 6.5.9. Return to Service: Within six months after return to service, the teacher/teaching assistant and/or supervisor shall forward to the Superintendent a written evaluation of the improvement in instruction brought about by the sabbatical leave. Each candidate shall agree in his/her application to continue in the employ of the District for a period of four (4) years subsequent to the expiration of his/her leave of absence. In default of completing such service, he shall refund to the District an amount equal to the money paid him by the District while on sabbatical leave. Extenuating circumstances to be considered by the Board on an individual basis.

#### **Section 6.6. Government Service Leave**

- 6.6.1. Jury Duty: Teachers or teaching assistants shall be granted leave for jury duty beyond the control of the individual and necessitating absence from duty. Such leave shall be with full pay and not deducted from sick leave or personal leave, upon the condition that during such service the teacher or teaching assistant shall be required, when feasible, to perform the duties of his/her position. The teacher or teaching assistant shall notify the Superintendent as soon as is practicable after the date of receipt of notification of jury duty and the Superintendent shall have the discretion to request postponement of jury duty.
- 6.6.2. Military Training: A teacher or teaching assistant who is ordered to perform military training duty in a federal military reserve unit or a state military guard unit shall be allowed a maximum of 10 school days paid leave per year for that purpose provided that he/she meets the following conditions:
- 1) He/she has given the Superintendent at least 30 school days notice in advance of the first day of the leave, and
  - 2) It is impracticable for him/her to perform such military training duty during the summer recess.
- 6.6.3. Court Subpoena: Teachers or teaching assistants subpoenaed by court shall have such time deducted from personal leave; if personal leave is exhausted, such time shall be deducted from sick leave. Cases directly related to job duties and/or responsibilities as an employee of Eden Central Schools will not have such time deducted from personal/sick time.

#### **Section 6.7. Personal and Family Occasions**

- 6.7.1. Health or Hardship: Upon recommendation of the Superintendent, the Board may permit members of the professional staff to take leaves without pay, not in excess of one (1) year in length, for restoration of health or alleviation of hardship involving himself/herself or his/her immediate family.

- 6.7.2. Religious Holidays: Teachers or teaching assistants shall be allowed up to three days' leave of absence with pay, granted annually, to observe his or her own traditional and customary religious holidays where absence from work is required or customary and is authorized by the Commissioner's list.
- 6.7.3. Death in Family: In cases of death in immediate family, teachers and teaching assistants shall be allowed four working days without loss of pay. (The immediate family for the purpose of this paragraph shall include a parent, child, spouse, brother, sister, father-in-law, mother-in-law, grandparent, grandchild or any relative permanently residing in the personal household in which the teacher or teaching assistant himself/herself resides.) These days are not to be deducted from sick or personal days. The Superintendent has the right, at the request of a teacher or teaching assistant, to expand this list to include others due to special circumstances and to modify, in these instances, the number of allowable bereavement days.
- 6.7.4. Relatives' Funerals: For funerals of relatives, teachers and teaching assistants shall be allowed one day with pay to be deducted from sick or personal leave. These leaves must have approval from the Superintendent. Additional days may be approved by the Superintendent.
- 6.7.5. Graduation, Honors Ceremonies: If attending his/her own graduation, or ceremonies at which he/she is the recipient of an award or special honor, the teacher or teaching assistant shall be allowed one day with pay to be deducted from personal leave. These days must have prior approval of the Superintendent.

#### **Section 6.8. Other Leaves**

- 6.8.1. Conferences, Workshops: Teachers and teaching assistants may be granted leave with pay for attendance at conferences, workshops, and other professional meetings which are for professional improvement. These leaves must be approved in advance by the Superintendent. These days shall be with pay and shall not be deducted from accumulated sick leave or from personal leave.
- 6.8.2. Severe Weather, Emergencies: On days when school is in session, teachers and teaching assistants who are absent because of severe weather and/or other emergency conditions, shall have such absence deducted from personal leave, but if personal leave has been exhausted, then from sick leave, when certified by the immediate supervisor and the Superintendent. When an absence occurs under this section and a publicly announced driving ban is in effect in the community in which the teacher or teaching assistant resides, no deduction will be made.
- 6.8.3. Other: Other leaves, both short and long, may be allowed at the discretion of the Board and Superintendent. The terms and conditions of such leave shall be agreed on by the teacher or teaching assistant and the District, shall be reduced to writing, and a copy thereof given to the teacher or teaching assistant and the president of the Association.

#### **Section 6.9. Miscellaneous Leave Rules**

- 6.9.1. School Closing: The official closing of schools by the Superintendent because of severe weather or other emergency conditions shall not result in a loss of pay or leave time for teachers or teaching assistants.
- 6.9.2. Absent When School Closed: Absence of teachers or teaching assistants who are on sick time allowance or short term leaves on days schools are closed due to severe weather or other emergency conditions shall not result in a loss of pay nor shall absence on such days be deducted from sick leave allowance if a substitute has not been paid for those days.
- 6.9.3. Attendance for Part of Day: Attendance for the major portion of either the morning or afternoon shall be allowed as attendance for half of a working day. That portion of the day when the teacher or teaching assistant is absent shall count as a half day for purposes of deduction from sick leave, personal leave, or other leave, or deduction in pay depending upon the reason for the absence.



- 6.9.4. Return from Leave: A teacher or teaching assistant on leave shall notify the Superintendent of his/her intent to return to duty not later than April 1 of the school year prior to the year of return.

## ARTICLE 7. SCHEDULES

### Section 7.1 Teaching Day

- 7.1.1. Minimum Length: The school day for teachers and teaching assistants (not receiving a salary differential) shall be a minimum of seven hours and 10 minutes per day inclusive of the 30-minute lunch period. Teachers and teaching assistants shall be at their assignments at least 15 minutes prior to the start of the pupils' school day and shall remain at least 10 minutes after the close of the pupils' day.
- 7.1.2. Additional Duties and Responsibilities: Recognizing their responsibilities to their students and their profession, the working day for teachers and teaching assistants shall include time for additional duties and responsibilities. Among these are the following:
- 1) Daily preparation for effective teaching.
  - 2) Constructive criticism of student work.
  - 3) Attending faculty meetings at the building, department, grade or district level.
  - 4) Counseling of students who need extra help.
  - 5) Pre-arranged conferences with parents. Exceptions to this schedule shall be by permission of the building principal.
- 7.1.3. Relief Period: It is recognized that it is necessary for all teachers and teaching assistants to be provided with a minimum of two fifteen minute relief periods in addition to lunch period each day. Such a relief period shall be instituted on days when said teachers and teaching assistants do not have planning periods.
- 7.1.4. Substitute During Planning Period: In an extreme emergency, when a teacher or teaching assistant is asked and he/she agrees to act as a substitute during his/her planning period, every effort shall be made to give such teacher or teaching assistant compensatory time off provided such time off shall not interfere with classroom instruction.
- 7.1.5. Additional Children in Lieu of Substitute: A teacher or teaching assistant shall not be requested to accept additional children in his/her regular classes because a substitute teacher was not used, except in the case of a genuine emergency. Before making such a request of a teacher or teaching assistant, every effort shall be made to arrange for a qualified substitute.
- 7.1.6. Travel Time: In arranging schedules for teachers or teaching assistants who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers or teaching assistants will be notified of any change in their schedules as soon as practicable.
- 7.1.7. \*Extracurricular Activities: Since it is agreed that teacher participation in extra-curricular activities for which no additional compensation is paid shall be voluntary, the Association will, therefore, continue to encourage the voluntary participation by teachers in extra-curricular activities for students. \*Does not pertain to Teaching Assistants.
- 7.1.8. Activities Such as Parent Orientation: Recognizing their responsibilities to their students and their professions, the Association shall encourage its members to support/participate in activities such as Sixth Grade Parent Orientation and Eighth Grade Parent Orientation.
- 7.1.9. Special Teachers Between Classes: The administration will ensure that Art and Music teachers in grades K-6 will have sufficient time between classes as individual circumstances dictate.

7.1.10. Elementary Planning Time: A Committee shall be formed to develop a plan that allows for 45 continuous minutes of planning time for Elementary Teachers and teaching assistants on a daily basis, beginning in the 2000/2001 school year. The Committee will attempt to make the best possible use of special area classes (physical education, music, art, etc.) in accomplishing its goal. The composition of the Committee shall be determined by the ETA President and the Superintendent.

**Section 7.2. Other Schedule Matters**

7.2.1. Open House: All teachers and teaching assistants shall attend one Open House per school year. At the Junior-Senior High school, teachers and teaching assistants shall attend a second Open House for as long as Semestering/Block Scheduling is utilized by the District.

7.2.2. Closing Checkouts: A teacher or teaching assistant whose work is not satisfactorily completed (in accordance with the administration's closing checkout list applicable to him) at the accepted closing day of school will be required to be at work until such time as all required work is satisfactorily completed.

7.2.3. Required Teacher and Teaching Assistant Attendance: There shall be a maximum of 186 days (plus the day after Labor Day, the last day of Regents Week and one additional day which may be divided by agreement between the Superintendent and the Association President) of required teacher and teaching assistant attendance, the first of which shall not be earlier than the day after Labor Day and the last of which shall not be later than June 30th; provided, however, that nothing in this paragraph shall preclude: (i) required attendance of new teachers and teaching assistants for orientation prior to the day after Labor Day and in addition to the 186 days; (ii) eleven month employment for agriculture teachers, guidance counselors and librarians; (iii) summer employment; or (iv) attendance by teachers or teaching assistants on the minimum number of days during a school year necessary to prevent loss of state aid.

7.2.4. \*Staff Development: The District will make available a minimum of 75 person days on which teachers will be scheduled for purposes of staff development. These days will be in addition to those days on which all teachers are scheduled for staff development. On two (2) of the annual District staff development days, a one (1) hour time block will be designated for grade level and department meetings. These staff development days will be selected by the District. An agenda for these meetings will be set by department head or grade level designee.

\*Does not pertain to Teaching Assistants.

7.2.5. Release Time for Grading: At the end of each marking period elementary teachers and teaching assistants will be free from student contact responsibilities for one-half (½) day for grading responsibilities. This time is in addition to time elsewhere in this Agreement.

**ARTICLE 8. ASSIGNMENTS AND POSITIONS**

**Section 8.1 Assignments**

8.1.1. Notification: Teachers and teaching assistants will be notified in writing of their salary, the school(s) to which they will be assigned, and as far as possible, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable, and under normal circumstances, not later than 3 days before the first day of June high school examinations. Included will be the contracts for extra-duty assignments.



- 8.1.2. Outside Certification: Except as provided by law, teachers and teaching assistants will not be assigned, except temporarily and for good cause, outside the scope of their teaching certifications and/or their major or minor fields of study. The Association shall be promptly notified of any non-certified teacher or teaching assistant who teaches more than thirty-five (35) days in any school year.

### **Section 8.2. Voluntary Transfers**

- 8.2.1. Statement of Desire: Teachers and teaching assistants who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than January 1. Such statement shall include the grade and/or subject to which the teacher or teaching assistant desires to be assigned and the school or schools to which he desires to be transferred in order to preference.
- 8.2.2. Posting of Known Vacancies: No later than March 1 of each school year, the Superintendent shall post a memorandum to all teachers and teaching assistants listing the known vacancies which will occur during the following school year. A supplemental list of new vacancies shall be posted in all buildings by the Superintendent by April 1 and five (5) copies of the memorandum will be sent to the Association president. Vacancies occurring during the school year shall be posted as they occur.
- 8.2.3. Application for Vacancies: No later than April 15 teachers and teaching assistants may file an application for reassignment or transfer to positions listed on the supplemental list of vacancies.
- 8.2.4. Consideration: All pending requests for reassignment or transfer will be considered prior to the assignment of new teachers and teaching assistants in the school system.
- 8.2.5. No Guarantee: Application for a transfer does not assure automatic procurement of a new position.
- 8.2.6. \*Outside Tenure Area: Teachers transferred out of their tenure area, with mutual consent, shall retain such original tenure as prescribed by law. However, if prior to the time the teacher is granted tenure in the new area, his/her new position is eliminated or he/she is not granted tenure, he/she shall be returned to a position in his/her former tenure area. \*Does not pertain to Teaching Assistants.

### **Section 8.3. Involuntary Transfers and Reassignments**

- 8.3.1. Notice: Notice of an involuntary transfer or reassignment shall be given to teachers and teaching assistants not later than June 1st when reasonable and practicable.
- 8.3.2. Preference: Teachers and teaching assistants being involuntarily transferred shall be notified of the positions available in their tenure area. Such teachers and teaching assistants may request the positions, in order of preference, to which they desire to be transferred. Their preference will be one of the factors considered in making the transfer.
- 8.3.3. Consultation: An involuntary transfer or reassignment shall be made only after a meeting with the teacher or teaching assistant involved and the principal in charge, at which time the teacher or teaching assistant will be notified of the reason therefor. In the event that a teacher or teaching assistant objects to the transfer or reassignment at this meeting, upon the request of the teacher or teaching assistant, he/she may meet with the Superintendent and, at the teacher's or teaching assistant's option, the teacher or teaching assistant may have a summary of the meeting with the Superintendent placed in his/her personnel file.
- 8.3.4. Selection: In the event transfers of teachers or teaching assistants are deemed appropriate, volunteers will be solicited. Due consideration will be given volunteers and the seniority of teachers or teaching assistants whenever transfers are necessary. The final selection will be the province of the District.

#### **Section 8.4. Summer School**

- 8.4.1. Summer School Openings: All openings for summer school positions shall be adequately publicized by the Superintendent in each school building as early as possible and teachers or teaching assistants who have applied for such positions will be notified of the action taken regarding their applications as early as possible. Applications for a position shall not mean automatic placement on the summer school faculty.

#### **Section 8.5. Seniority**

- 8.5.1. Reduction or Increase in Force: If there is to be a reduction in force or the abolition of a position in a given tenure area, probationary teachers and teaching assistants in that tenure area will be laid off in reverse order of their seniority. If there is to be an increase in force or the creation of a new position in a given tenure area, teachers and teaching assistants who are on layoff from that tenure area shall be recalled to the available positions in order of their seniority, provided that this shall not apply to any teacher or teaching assistant who has been on layoff for more than seven years (or for the balance of the term of the Contract in effect at the time he/she went on layoff, whichever period is longer).
- 8.5.2. Filling Position or Vacancy: If a new position or vacancy is to be filled in a given tenure area and no one is entitled to be recalled in that tenure area, other teachers or teaching assistants then on staff in any tenure area and teachers or teaching assistants then on preferred eligible lists in other tenure areas may apply for the new position or vacancy provided that they have the certification required for the new position or vacancy. Such teachers or teaching assistants who apply will be considered along with outside applicants, if any.
- 8.5.3. Definitions: As used in this Section 8.5, "seniority" means the length of a teacher's or teaching assistant's continuous service with the District calculated from his/her most recent date of hire provided that any leave of absence for a full school year or more shall not be counted in the calculation. As used in this Section 8.5, "tenure area" shall have the meaning given to it by applicable law (including, without limitation, statutes, court decisions, Regents Regulations, and decisions of the Commissioner of Education) at the time in question.
- 8.5.4. Waiver: If a teacher or teaching assistant or the Association submits a grievance which claims a violation of this Section 8.5, the right of the teacher or teaching assistant to pursue any other remedy before any administrative agency, court or other tribunal is automatically waived by such submission.
- 8.5.5. Refusal of Recall: Notwithstanding any other provision of this Contract or of the New York State Education Law, if a teacher or teaching assistant on a preferred eligibility list refuses to recall to a full-time position for which the teacher or teaching assistant is certified, the teacher or teaching assistant shall lose all further rights under this Contract and the New York State Education Law to be recalled to any other position of employment with the District. It shall be the duty of the teacher or teaching assistant on the preferred eligibility list to keep the District informed of his/her current address and telephone number. An offer of recall may be made orally, but it must be confirmed in writing directed to the teacher or teaching assistant at the address given by the teacher or teaching assistant. A failure by the teacher or teaching assistant to respond to such a written notice of recall by accepting the position offered within fourteen consecutive calendar days of the date of delivery of the notice of recall shall be treated as, and have the same consequences as, a refusal of the position. If the teacher or teaching assistant accepts the recall, the teacher or teaching assistant shall be allowed up to thirty consecutive calendar days from the date of acceptance before returning to work for the District if that is necessary to give notice to the teacher's or teaching assistant's then current employer.



**ARTICLE 9. MISCELLANEOUS**


- 9.1.1. Notice of Voluntary Termination: Under the provisions of New York Education Law Section 3019a, any teacher or teaching assistant who desires to terminate his/her services must file a written notice of termination with the Superintendent at least thirty (30) days prior to the date of such termination of service.
- 9.1.2. Equipment and Supplies: The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, standard tests and questionnaires, and similar supplies and equipment are the tools of the teaching profession. The appropriate head will consult with members of the unit for the purpose of making recommendations in the selection of educational materials and/or teaching tools to the building principal for Board approval.
- 9.1.3. Medical Examination: All new teachers and teaching assistants shall have a medical examination within thirty (30) days of their appointment.
- 9.1.4. Non-professional Auxiliary Services: The work in the classroom of teacher aides, teaching assistants and practice student teachers shall be done under the supervision of a certified teacher who is not an administrator.
- 9.1.5. Evaluation of Tenure Candidates: No member of the negotiating unit shall be required to evaluate or recommend candidates for tenure.

**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.**

SUBSCRIPTION

In witness of all the foregoing, the duly authorized representatives of the parties have signed their names below this 2<sup>nd</sup> day of April 2012.

EDEN CENTRAL SCHOOL DISTRICT

By   
Ronald K. Buggs, Superintendent

EDEN TEACHERS' ASSOCIATION

By   
Colleen Kot, President



SICK LEAVE BANK PARTICIPATION FORM

I, \_\_\_\_\_, desire to participate in the  
(print name)  
sick leave bank program and authorize the Personnel Office to deduct from my accumulated sick leave \_\_\_\_\*  
sick day(s) which is to be deposited in the Eden Central School/ETA Sick Leave Bank.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Number required by Paragraph 6.2.4

**OR**

I, \_\_\_\_\_, do not wish to participate  
(print name)  
in the Sick Leave Bank Program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date