



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Roscoe Central School District and Roscoe Teachers Association (2006) (MOA)**

Employer Name: **Roscoe Central School District**

Union: **Roscoe Teachers Association**

Local:

Effective Date: **07/01/2006**

Expiration Date: **06/30/2010**

PERB ID Number: **6076**

Unit Size:

Number of Pages: **62**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

7A | 6076

**ROSCOE CENTRAL SCHOOL
BOARD OF EDUCATION**

AND

**ROSCOE TEACHERS ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT**

July 1, 2006 through June 30, 2010



Mid-Hudson Regional Office

201 Stockade Drive

Kingston, NY 12401-3867

Phone: (845) 339-4450 ■ Fax: (845) 339-1840

Richard C. Iannuzzi, *President*

Alan B. Lubin, *Executive Vice President*

Maria Neira, *Vice President*

Kathleen M. Donahue, *Vice President*

Robin D. Rapaport, *Vice President*

Ivan Tiger, *Secretary-Treasurer*

June 21, 2007

Kathy Fries, President
Roscoe TA
586 Stump Pond Road
Livingston Manor, NY 12758

Dear Kathy:

Enclosed is a draft of the 2006-2010 Collective Bargaining Agreement between the District and the Association for your review. Copies of this are also being sent to District Superintendent Carmine Giangreco and District Attorney David Shaw. The Table of Contents will have to be updated once the parties have agreed to the make up of the final contract.

New changes to the 2006-2010 contract are noted in **boldface**. Also, language that is being removed is noted with a ~~strikethrough~~.

The signed Memorandum of Agreement is attached to be used as a reference guide. Revisions to Appendix A (APPR), Appendix B (Salary Schedule), and Appendix C (Interscholastic and Extracurricular Activity/Advisor Stipend Schedule) are located at the back of the contract. I have added the stipends for preparation periods and the CSE Chair under the 30 year Longevity for Teaching Assistants. Beyond Appendix C you will find the Side Letter regarding the Athletic Director and CSE Chair positions in addition to the two Memorandum of Agreements executed on September 29th clarifying the intent of the retirement incentive and retiree health insurance.

Should you have any comments regarding this draft, please contact me.

Sincerely,

Robert M. Ringwood

Robert M. Ringwood

Labor Relations Specialist

RMR/pc
cwa 1141
Enclosures

cc: Carmine Giangreco, Superintendent
David Shaw, Esq.

www.nysut.org

New York State United Teachers
Affiliated with • AFT • NEA • AFL-CIO



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NO.</u>
I Recognition	1
II Definitions	1
III Principles	2
IV Negotiation Procedure	3
V Grievance Procedure	4
VI Teacher-Administrator Liaison Committee	7
VII Teaching Dates and Hours	7
VIII Teaching Conditions	8
IX Class Size and Teaching Load	9
X Teacher Evaluation	10
XI Personnel Files	16
XII Teacher Assignments	18
XIII Student Discipline and Protection of Teachers	18
XIV Leaves of Absence	20
XV Summer Enrichment Program	25
XVI Professional Improvement	26
XVII Health and Dental Insurance	27
XVIII Dues Deductions and Reimbursements	29
XIX Salary Schedule Conditions	30
XX Attendant Salary Provisions	30
XXI Mentor-Intern Program	32
XXII Maintenance of Standards/Zipper Clause	34
XXIII Savings Clause	35
XXIV Management Rights	35
Duration of Agreement	36
Appendix A Annual Professional Review	
Appendix B Salary Schedule	
Appendix C Extra-Curricular Schedule	

ARTICLE I - RECOGNITION

The Roscoe Central School Board of Education having determined that the Roscoe Teachers' Association is supported by a majority of the teachers in a unit comprised of all professional, certified personnel except the Chief Executive Officer, Assistant Superintendent, Principal, Assistant Principal (and BO-CES) hereby recognizes the Roscoe Teachers' Association as the exclusive negotiating agent for the personnel in such unit. Such recognition shall be for the maximum period allowable under Section 208b(2) of the Civil Service Law.

ARTICLE II - DEFINITIONS

A. The term "teachers" for the purpose of this document means classroom teachers and others on the teachers' salary schedule and shall include:

- Classroom Teachers (including part-time)
- Librarians
- School Nurse-Teachers
- School Psychologist
- Guidance Counselor
- Teacher of Speech and Hearing Impaired
- Social Worker

The term "Teacher Assistant" for the purpose of this document means an employee so employed in accordance with C.R.R. Part 80.33.

B. The term teacher organization shall mean the Roscoe Teachers' Association which exists for the purpose of representing both member and non-member teachers in their relationships with respect to their terms and conditions of employment to and with the Superintendent and the Board of Education of the Roscoe Central School District.

C. The term negotiating unit shall mean all employees within the "A"

definition who are represented by the Roscoe Teachers' Association for the purpose of collective bargaining with the Roscoe Central School District.

ARTICLE III - PRINCIPLES

A. Attainment of the educational program of this district requires mutual understanding and cooperation among the Board of Education, Superintendent, the professional staff, and the community. To this end, free exchange of views is desirable, proper and necessary.

B. Teachers shall have the right, freely and without fear of penalty or reprisal to form, join, or assist teacher organizations, to negotiate through their chosen representatives concerning salaries, terms and conditions of work, and related matters, and to engage in other activities for the purpose of establishing, maintaining or improving educational standards in Roscoe Central School.

C. Teacher organization shall have the right to use of bulletin boards or other communication media and to the use of the building facilities for the purpose of meetings concerned with the exercise of the rights established by this statement; such meetings should be scheduled through the administrator. The Association's use of the public address system shall be limited to that time which follows the end of the student instructional day. The Association shall be responsible for custodial compensation if no custodian is regularly scheduled during the hours of the meeting and the Association shall be further responsible for the expense of any materials, supplies or telephone costs used in connection with their organizational activities.

D. The Teachers Association shall have access to available budgetary information, as well as other information necessary to carry out their legal responsibilities. Prior to the Board of Education meeting, the District shall provide the Association with the Board meeting agenda and, as soon as possi-

ble after the Board meeting, the District will provide the Association with the Board minutes.

ARTICLE IV - NEGOTIATION PROCEDURE

A. A notice of intent to bargain shall be sent to the District by the Association no later than January 15th of the year in which the agreement terminates. The parties agree to enter into negotiations in accordance with the procedures set forth herein and as required pursuant to the Public Employment Relations Act and Section 208(b)2 of the Civil Service Law in an effort to reach agreement on all matters raised by either party concerning the terms and conditions of unit members' employment. Such negotiations may be preceded by preliminary informational meetings between the Board of Education or their representative(s) and the representative(s) of the Association.

B. Agreements reached by the negotiating committees shall be submitted in writing to the Board of Education and to the Association for ratification.

C. Upon ratification, the agreement shall be signed by the President of the Teachers' Association, the Superintendent, and the President of the Board of Education.

D. The School District agrees not to negotiate with any teachers' group or individual teachers other than the Association in regard to terms and conditions of employment of teachers during the term of this agreement. The Board of Education reserves the right to pay over and above the salary schedule on step to teachers beginning the first year in the system.

ARTICLE V - GRIEVANCE PROCEDURE

A. General Provisions

1. Definition - Grievance shall mean a claim by an employee or group of employees or the Roscoe Teachers Association that there has been a mis-interpretation or misapplication of the terms of this agreement and/or existing terms and conditions of employment as determined by PERB or N.Y.S. Court of Appeals decisions.
2. All grievances shall include the name and position of the aggrieved party, the time and place of the grievance, the contract provision allegedly violated, a general statement of the nature of the grievance and the redress sought.
3. A grievance shall be deemed waived unless it is submitted within thirty school days after the aggrieved party knew or should have known of the events or conditions on which it is based. During the summer recess, work days shall be considered as school days.
 - a. Continuing alleged violations may be grieved at any time, provided that any redress may not be retroactive prior to the date the grievance was filed.
4. The District and the Association will facilitate any investigation which may be required and to make available any and all materials and relevant documents, communications and records concerning the grievance.
5. The grievant shall have the right of representation at all stages of the grievance procedure and to confront and cross-examine all witnesses called against him or her, and to testify and call witnesses on his or her own behalf.

6. In any grievance brought by an employee or group of employees, the Association shall be notified of all hearing dates, given copies of all exhibits and decisions, and have the opportunity to cross-examine all witnesses.

7. No interference, coercion, restraint, discrimination or reprisal of any kind at any time will be taken by the District or by any member of the administration against the Association or any other participant in the grievance procedure.

8. Failure by the District to hold a hearing or submit decisions within the time limits set forth herein, shall be construed as a denial of the grievance and the grievance may be appealed to the next stage.

9. Grievances shall be submitted at the lowest possible stage where relief may be granted.

10. The time limits may be extended at the request of either party. Requests shall not be unreasonably denied.

B. Procedures

1. Stage I: The grievance shall be presented, in writing, to the **immediate supervisor** within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions giving rise to the grievance. The **immediate supervisor** shall hold a hearing within five (5) school days of the submission of the grievance and render a written decision within five (5) school days thereafter.

2. Stage II: Within ten (10) school days following the disposition of the grievance at Stage I, the grievant may appeal in writing to the **Superintendent**. The **Superintendent** shall hold a hearing within ten (10) days of

the submission of the appeal and render a written decision within five (5) school days thereafter.

3. Stage III: Within ten (10) school days following the disposition of the grievance at Stage II, the grievant may appeal in writing to the **Board of Education**. The **Board of Education** shall hold a hearing within ten {10} days of the submission of the appeal and render a written decision within five {5} school days thereafter.

4. Stage IV: **Within ten {10} school days following the disposition of the grievance at Stage III, the Association may file with the Clerk of the Board, a Demand for Arbitration.**

a. Following the submission of the Demand for Arbitration to the Clerk of the Board, the Association shall file the Demand with the American Arbitration Association. The parties shall select an arbitrator from the American Arbitration Association's Labor Panel.

b. All Demands for Arbitration and all arbitrations shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

c. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which violates the terms of this agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement.

d. The cost of the services of the arbitrator will be divided equally between the Board and the Association.

e. The decision of the arbitrator shall be final and binding on the parties.

ARTICLE VI
TEACHER-ADMINISTRATOR LIAISON COMMITTEE

A. The Association shall select three (3) teachers who will meet with three (3) members from the District. The District representatives shall be one Board member, one administrator and one other member as selected by the Board of Education. Meetings may be called by either group, with the time and place to be agreed upon by mutual consent and may be canceled or adjourned by mutual consent.

ARTICLE VII - TEACHING DATES AND HOURS

A. The teacher year may not begin prior to the Tuesday following Labor Day, or extend past Regents Rating Day in June unless the state mandated minimum number of days has not been met.

B. The School Calendar shall be developed cooperatively by the Superintendent and the faculty Association Executive Committee with the final approval of the Board of Education.

C. If there is to be any permanent alteration in the school day, it should be agreed upon by the Association and the Board of Education. Changes in major schedule time for academic classes and activities should be developed cooperatively by the Administration and the Teachers Association with the final determination by the Board of Education.

D. Effective January 1, 1999, the teaching day will be seven hours and twenty minutes with five minutes added at the beginning of the work day and

fifteen minutes added at the end of the work day. The parties agree that the twenty minutes added to the teacher work day, effective January 1, 1999, will be non-contact time. At that time a teacher will be free to leave if he or she has no additional or assigned duties.

E. The District shall schedule no more than 190 days per school year, inclusive of emergency closing days. Teachers shall work a minimum of 180 days and a maximum of 182 days regardless of how many emergency closings are used during the school year.

F. All teachers may be required to attend no more than **four (4)** evening programs per school year. Each program shall be no more than three (3) hours in length.

G. Teachers may be required to attend one faculty meeting per month which shall not be longer than one (1) hour in length. In the 1998-99 school year, teachers will be required to attend three additional faculty meetings beyond the one faculty meeting per month requirement. In the 1999-2000 school year and all years thereafter, teachers may be required to attend one additional faculty meeting every other month in addition to the monthly faculty meeting.

ARTICLE VIII - TEACHING CONDITIONS

A. All teachers (Pre-K-12) will have at least one period daily free from assigned duties to be used for planning daily class activities. Study hall and homeroom are to be considered assigned duties.

B. Extra-Curricular Assignment

1. All teachers performing extra-curricular assignments shall be entitled to continued employment in their respective assignments for the following school year as long as performance is deemed satisfactory by **administrative evaluation.**

2. All open extra-curricular positions will be advertised in areas frequented by teachers for ten (10) school days. Teachers shall be given preference in filling these positions.

3. Teachers shall receive written notification, by mail, of extra-curricular openings which occur during the summer recess.

4. A class advisor for grades 7 - 12 will be expected to remain as advisor to that specific class, as the class is promoted, unless the teacher is removed from the position by the administration, or the teacher resigns from the position.

C. All teachers shall have a duty free lunch period every day of at least 30 minutes.

D. The District shall provide at least one secure area from which unit members can make telephone calls.

ARTICLE IX - CLASS SIZE AND TEACHING LOAD

A. Because changing educational requirements dictate revision of traditional size to meet the needs of modern education, the following recommendations shall be implemented in Roscoe Central School District whenever practical: Elementary:

- | | |
|-----------------|-------------------------|
| 1. Kindergarten | 30 students per teacher |
| 2. Grades 1 - 3 | 30 students per teacher |
| 3. Grades 4 - 6 | 30 students per teacher |

B. The Board agrees to utilize existing aides, if practical, to:

1. Supervise Bus Detention
2. Supervise Cafeteria ~~during elementary lunch.~~

C. High school teachers shall, whenever practical, teach a maximum of five classes a day.

D. The Board of Education will guarantee a minimum of two full time teaching assistants to assist teachers with instruction. **This provision shall apply only to the two permanent teaching assistants employed upon the date of the ratification of the July 1, 2006 through June 30, 2010 Agreement.**

Teacher assistant time will be used to assist teachers with activities related to the instructional program. The chief school Administrator or his designee will meet with teachers PreK-6 as a group to discuss the assignment of teacher assistant and/or aide time. Each elementary class in excess of 15 enrolled students will be assigned a minimum of one hour of assistant or aide time per day, unless the teacher, in consultation with the administration determines to not need the assistant or aide time. Time beyond one hour may be assigned regardless of class size based upon teacher requests and/or the needs of the class. In classes of 15 or less students, an aide or assistant may be assigned based upon teacher requests or the needs of the class. Final determination for assignment of assistant or aide time beyond the one hour per elementary class will be made by the administration. Any assistant or aide time scheduled for elementary classes will be separate from any one-on-one assistant or aide time required by IEP's and 504 plans **in the 2006-2007 School Year only. After the 2006-2007 School Year, the Association and the District agree to establish a review committee to consider the use of aides or assistants for elementary classes with more than 15 students. Starting at the commencement of the 2007-2008 School Year and thereafter, as covered by this Agreement, any assistant or aide time scheduled for elementary classes will be separate from any one-on-one assistant or aide time required by IEP's, 504 plans and remediation.**

E. No teaching assistant or teacher will be required to clean or maintain the cafeteria area, collect garbage or serve food.

ARTICLE X - TEACHER EVALUATION

A. Purpose:

1. The primary purpose of teacher observation is for the improvement of instruction.

2. Observation shall be defined as the procedure of observing the classroom performance of the teacher within the teacher's area of assigned instruction. If a teacher is observed teaching in an area for which he/she is not certified, the teacher will have the option of requesting that the administration conduct another observation. The observation will be in the teacher's area of certification. If the teacher makes such a request, the request will be granted.

3. Evaluation shall be defined as the written document which is produced by the evaluator and presented to the teacher.

B. Procedure

1. All observations of the teacher's performance shall be conducted only by a certified administrator holding a New York State Certificate and employed by the District in an administrative capacity.

2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

3. Observations of a teacher will not be made by more than one person in the classroom at the same time unless the teacher requests it. No electronic, audio or video devices shall be used.

4. Untenured teachers shall be observed a minimum of three times per school year as follows:

One prior to November 1, if employed at the beginning of a school year.

One will be completed in the months of November, December or January and one will be completed in February or March.

Observations shall not occur prior to the completion of the first three weeks of school. If the initial employment date is other than the beginning of the school year, then observations will not be started prior to the completion of the first three weeks of employment and the schedule above will be modified accordingly (e.g. the first observation in the first two months, the second observation in the third, fourth or fifth month, and the third evaluation in the sixth or seventh month).

5. Tenured teachers shall be observed at least once each school year.

Observations shall not occur prior to the completion of the first three weeks of school. If the initial employment date is other than the beginning of the school year, then observations will not be started prior to the completion of the first three weeks of employment.

6. All observations will be completed prior to June 15.

7. No later than **fifteen {15}** school days following the observation, a post observation conference will be held.

8. At the beginning, or prior to, the post hearing conference, a written evaluation report shall be given to the teacher. The content of the report shall form the basis of the conference discussion.

9. The report shall provide the time the observation began and the time the observation ended.

10. The report may contain suggestions regarding areas of improvement.

11. The teacher shall be given twenty (20) school days in which to respond to the written report. The report shall not be placed in the teacher's personnel file until a response is attached thereto, provided that the response, is submitted within the twenty (20) day period. In lieu of a written response a teacher may sign the observation report above the following statement: "The teacher's signature indicates that a copy of this report has been received and does not constitute agreement with the contents of the report in whole or in part".

12. The signature line will be for the purpose of acknowledging receipt of the observation report and will take the following form:

NOTE: Your signature above indicates that you have received a copy of this observation report. If you wish to attach a response to this observation - do so within 20 school days.

C. Dismissal

1. Termination of a teacher's services due to abolition of positions.

Should the District abolish a position within the bargaining unit pursuant to Education Law §2510, the person whose position is being abolished shall receive written notice of the District's intent to abolish his/her position at least **thirty (30)** days prior to the date on which the abolition will become effective.

2. Discontinuance of a probationary teacher's services prior to expiration of probationary period.

a. The District shall observe the requirements of Sections 3012, 3019-a and 3031 of the Education Law in discontinuing the services of a probationary teacher.

b. The District will not initiate any of the foregoing statutory procedures to discontinue the services of a probationary teacher for unsatisfactory classroom performance without first providing a written warning setting forth the nature of the unsatisfactory performance and the District's expectations for improvement of the teacher's performance. The District will provide a probationary teacher who receives such written warning with at least thirty (30) school days within which to improve his/her performance. Thereafter, the District may initiate the statutory procedures referred to hereinabove. Should the teacher so request, the Board of Education will provide the teacher with a conference (not an evidentiary hearing) in executive session at the Board Meeting at which said Board considers the Superintendent's recommendation to discontinue his/her services, provided, however, that the teacher has invoked his/her rights pursuant to Education Law §3031.

3. Notice of Superintendent's intention not to recommend for tenure.

Notice of the Superintendent's intention to recommend to the Board of Education that a probationary teacher not be appointed to tenure shall be given at least sixty (60) calendar days prior to the expiration of said teacher's probationary appointment. ~~Should the teacher so request, the Board of Education will provide the teacher with a conference (not an evidentiary hearing) in executive session at the Board Meeting at which it considers the Superintendent's recommendation that the teacher not be appointed to tenure; provided, however, that the teacher has invoked his/her rights pursuant to Education Law §3031.~~

4. A probationary teacher whose services are being terminated must, upon request, be given a statement of reasons and shall have the right to respond to this statement pursuant to the provision of Section 3031 (Fair Dismissal) of the New York State Education Law.

D. Annual Professional Performance Review (APPR)

1. The APPR procedure has been developed jointly by the Superintendent and his/her designee and two (2) RTA appointees. Said procedure is attached hereto as Appendix A.

2. The APPR procedure will not commence prior to April 1 and will end by June 15.

3. APPR procedure may not commence until the observation procedure is completed for an individual.

4. Each teacher, after reading his/her APPR report, shall acknowledge he/she has read it by affixing his/her signature thereto. Such signatures shall not signify agreement with the contents.

5. The APPR will include an indication of probationary status with respect to the possibility of continued employment.

6. All APPRs of teachers will be conducted openly with the full knowledge of the teacher.

7. The APPR report shall use the phrase "will strive for" in reference to goal setting. In addition, the District may also establish quantifiable goals with regard to Regents results, State Assessments, etc. These goals shall be reasonable and based on data. The data will be made available to the teacher prior to the goal-setting meeting. These goals shall be developed in collaboration between the administrator and the professional staff member, with final authority vested in the administration.

ARTICLE XI - PERSONNEL FILES

A. The District shall maintain one (1) official personnel file for each employee, which file will be located in the District's central office.

1. The teacher shall have the right, upon request, to review the contents of his personnel file and shall be allowed to make copies of any documents therein at his own expense.

2. The teacher shall be entitled to have a representative of the Association accompany him during such review.

B. The employee's file shall contain routine financial information, confidential references and all material relating to the job performance of the employee.

C. No material derogatory to a teacher's conduct, service, character, personality, job performance, or an observation report shall be placed in the employee's file unless the employee is given a copy thereof and notified in writing that it is to be placed in the file. The employee shall sign and return such copy to the Superintendent's office within ten (10) days of the date it was received. Such signature shall not be understood as agreement with any statements contained in such document and shall indicate only that the employee has read the document and is familiar with its contents. The original of the document shall not be placed in the employee's file until the signed document is returned. If it is not returned within the ten day period, then the document may be placed in the file.

D. The employee shall have the right to reply in writing to any material to be placed in the personnel file. This reply shall be attached to the material prior to its placement in the official District personnel file. Failure to reply shall not be interpreted as a waiver of defense in any case.

E. An employee who wishes to examine his/her personnel file shall have his/her request honored within five (5) school days of the time such request is made. The employee shall be entitled to have an Association representative present during such review.

F. Upon receipt of a written request, the employee shall be furnished with a reproduction of any file material, excluding confidential references pertaining to hiring or promotion. In the event the file material is required for the prosecution of a grievance of the defense of an employee in a disciplinary proceeding, the material shall be furnished at no cost to the employee. In all other cases, the employees shall pay the cost specified by the District for release of public documents under New York law.

G. No written complaints or other derogatory material received by the District from parents, teachers, students or from anyone other than certified administrative or supervisory personnel of the District shall be placed in an employee's personnel file unless verified by a qualified administrator.

H. Employee personnel files shall be deemed to be of a confidential nature. Review of the file shall be limited to the employee, administrative and supervisory personnel, the Board of Education or their legal representatives. In no event shall any employee's personnel file or any other the documents contained therein be turned over to anyone else except under legal compulsion or with the consent of the employee.

ARTICLE XII - TEACHER ASSIGNMENTS

A. Teachers will be notified in writing of their specific teaching assignments for the following year no later than June 1. Teachers shall be notified as soon as possible of proposed changes which occur after June 1st.

B. Teachers employed by the school district shall have a reasonable expectation of continued employment, provided that their services are competent, efficient and satisfactory.

C. Any vacancies/new positions must be posted on faculty bulletin boards and a copy sent to the RTA President, at least fifteen (15) days prior to the date applications are due. This paragraph shall apply in all instances where appropriate notice has been given to the District regarding employment severance.

D. Teachers who desire a change in subject and/or grade level shall submit a request to the Superintendent prior to May 1st.

E. Involuntary transfer/assignment will be made only after a meeting between the teacher involved and/or his/her representative and the Superintendent at which time the teacher will be notified, in writing, of the reasons for the involuntary transfer/assignment.

ARTICLE XIII
STUDENT DISCIPLINE AND PROTECTION OF TEACHERS

A. Teachers will be protected by all sections of the New York Education Law including Section 3028, and all other laws added thereto.

~~B. No teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, threats or acts of violence and deliberate insubordination. Disruptive students who behave in a manner as outlined above, shall be temporarily removed from the class. The teacher involved shall report the incident to the office of the respective principal for investigation and disciplinary action if appropriate.~~

~~1. In the event a student is removed from a classroom for an act or acts as stated in paragraph B, the student shall not be readmitted until the teacher and the principal have had an opportunity to discuss the problem and a course of action is determined by the principal.~~

B. Principals and teachers shall be required to report in writing to the Superintendent all cases of assault suffered by teachers in connection with their employment. (Assault shall be defined as a violent physical or verbal attack.)

~~D. — If criminal or civil proceedings are brought against a teacher (other than by the District and the Board) alleging that (1) he was neglectful of performing his duty, or (2) he committed a verbal or physical assault connected with his employment, such teacher shall be furnished legal counsel by the Board, provided that the teacher shall, within ten days of the time he or she is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to the Board.~~

C. Whenever an employee is summoned for an interview for the record and/or for the purpose of imposing a disciplinary penalty and/or to obtain a statement to be used in a disciplinary proceeding, he or she shall be advised of the right to have an Association representative present and shall be entitled to an adjournment of at least one day to obtain such representation.

ARTICLE XIV - LEAVES OF ABSENCE

A. Sick Leave

1. Teachers shall be granted thirteen (13) days of personal sick leave per year without loss of pay and accumulative to 250 days. These days may be used for emergency family leave dealing with illness in the family **and intermittent leave to accompany a family member to treatment sessions when critically ill.**

B. Bereavement Leave

All employees shall be entitled to five (5) consecutive days absence from employment with pay, commencing with the date of death, not chargeable to sick leave, for a death in the family, i.e. parents, grandparents,

children, brother, sister, spouse, in-laws **and domestic partner**. Employees may be granted one day of bereavement leave for the purpose of attending the funeral of a former spouse provided there are living minor children.

C. Sick Leave Bank

1. A sick leave bank shall be established for the purpose of providing sick days to any participating member of the Roscoe Teachers Association who has exhausted all of his/her sick time. Withdrawals from the sick leave bank shall only be used for catastrophic, prolonged or disabling conditions.

2. A participant may use up to ten (10) days in accordance with the criteria set forth in Section 14.C.1 for their spouse or children.

3. The bank will be established no later than the second Friday of the first semester of the current school year. A committee of three faculty members will administer the sick leave bank using the following guidelines.

4. Initially, every teacher wishing to belong to the sick leave bank will contribute one (1) day of sick leave.

5. When sick leave bank is diminished to five days, each teacher will contribute another one (1) day of sick leave to the bank.

6. Teachers will not be allowed to take back a day that is contributed to the sick leave bank, but may elect not to re-contribute to the sick leave bank and therefore terminate their membership in the sick leave bank.

7. A doctor's (M.D.) statement will be required as proof of disability.
8. No member of the bank would be allowed to draw more than thirty (30) days from the sick leave bank per request.
9. All unused sick leave bank days shall be carried over into the following school year.
10. The committee's decision will be final and binding.
- 11. Members of the Sick Bank who have accumulated more than 250 sick leave days may contribute up to five (5) days in excess of 250 to the Sick Bank upon their retirement from the District.**

D. Personal Leave

1. Teachers may be absent for personal reasons for three days per year by notification only, without loss of salary. Personal leave may be used only for business which cannot be accomplished other than during the school day. Effective July 1, 2003, unused personal days will be added to accumulated sick time at the end of each school year. Days currently accumulated in excess of the three (3) will be added to unused sick time.
2. Personal leave may not be taken to extend a holiday unless circumstances warrant use of such leave and approval of the Superintendent is received.
3. Teachers serving as delegates to NYSUT Representative Assembly and/or as delegates to NYS Retirement System Board, shall not be penalized for days away from school. They shall not lose either sick or per-

sonal days when serving in the above capacity. This shall be limited to one teacher for two days.

4. On proof of the necessity of jury service, an employee shall be granted leave for that purpose without charge to other leave credits. All fees paid to such employee for such jury service shall be given to the school district. Mileage reimbursements are not considered "fees."

E. Child Rearing Leave

1. Teachers shall be granted child rearing leave upon the following conditions:

a. The teacher shall be required to give 30 days advance notice of the commencement of leave. The notice shall state the date of termination of such leave. Normally such leave shall be for a period of a year but may be for two years. A teacher on child rearing leave must return to the District no later than the beginning of the next semester following the termination of such leave.

b. The leave shall be extended for one or two semesters upon written notice to the District at least sixty days prior to the end of the leave originally requested.

2. Notwithstanding the foregoing, the leave may be terminated sooner upon request of the teacher and approval of the District upon availability of a position. However, where the pregnancy is terminated prior to birth, the leave may be terminated by the teacher on 60 days notice, such termination and return to duty to commence at the beginning of the next succeeding semester after receipt of the aforementioned notice from the teacher. In every case no teacher shall return to duty without presenting

a medical certificate establishing that the teacher is physically capable of performing the usual duties.

3. The use of sick leave benefits as otherwise provided for in this agreement shall be allowed by reason of the physical disability caused by pregnancy or maternity, upon verification from the teacher's physician or, at the option of the District, a physician designated by the District.

4. No teacher on child rearing leave shall be denied the opportunity to substitute in the school district in the area of competence after termination of pregnancy.

5. **The teacher, during a child rearing leave shall be entitled to the same medical benefits provided in the District health insurance plan for a period not to exceed twenty (20) weeks.**

6. All the above is applicable for males and females in the event of adoption.

F. Extended Leaves

1. The Board may grant, upon a teacher's request, a leave of absence of one school year without pay. If approved, such leave may be granted for service as an exchange teacher, or for study related to the licensed field, or study research, or for other fields of endeavor. Such teacher, upon return, may be afforded his normal increments. Effective June 30, 1981, those returning from leaves pursuant to this paragraph shall not be entitled to step advancement nor seniority credit for the period of the leave.

2. Upon return to work the Superintendent will assign the teacher to his/her original or similar position.

3. Teachers' Health Insurance, at the payment of 100% of the premium by the teacher to the Board may be continued by the teacher on extended leave.
4. No compensation shall be paid and no benefits shall accrue, including step advancement or seniority accrual for any leave of absence without pay, except as otherwise expressly stated in this agreement.
5. One (1) professional leave day for school visitation shall be granted. This day is to be elected on an individual choice basis and must be approved by the Superintendent. This is not to be charged to any other type of leave.
6. Other leaves of absence may be granted by the Board of Education at their discretion.
7. The terms of Section **F** hereinabove are not applicable to teacher assistant unit positions.

ARTICLE XV - SUMMER ENRICHMENT PROGRAM

- A. Purposes for which Summer Enrichment Program may be granted:
 1. At a university or college to increase knowledge and/or enrich the background in a teacher's academic or related areas.
 2. Participation in local, state or national programs, workshops, seminars or curriculum development. This will include such programs

as those sponsored by or under the auspices of the National Science Foundation or the National Defense Act.

B. Participants

1. Permanently certified personnel will be eligible for programs described in A.1 and 2. Provisionally certified or uncertified personnel will be eligible for non-credit programs as described in A.2.

C. Payment for Summer Enrichment Program

1. **Compensation shall be at a rate of \$36 per hour in 2006-07, \$38 per hour in 2007-08, \$40 per hour in 2008-09 and \$42.00 per hour in 2009-2010.**

2. A teacher compensated under the above must serve the following year at the Roscoe Central School, **or return the stipend paid within thirty (30) days after resignation.**

D. Selection of Participants

1. Participants will be selected and recommended by the Superintendent to the Board of Education for approval.

E. Deadlines

1. Applicants will submit by May 31, a letter of intent to apply for that year's Summer Enrichment Program to the Superintendent.

2. Final proposals will be submitted by June 13.

3. Participants will be notified of the results of the selection process by June 17.

ARTICLE XVI - PROFESSIONAL IMPROVEMENT

A. In-Service Courses and Credit

1. **The Superintendent of Schools or his/her administrative designee, shall be required to give prior approval for all in-service course work. Members of the educational staff shall apply in writing using the appropriate form.**

2. Each professional employee attending such courses shall receive one credit for every fifteen hours of in-service course work.

3. Salary credit will be given for the satisfactory completion of such courses in accordance with the provisions set forth in the salary agreement.

4. Effective July 1, 1991, compensation for all credits shall be up to a maximum of ninety (90) credits.

5. If any employee as of June 30, 1991 was receiving compensation for more than ninety (90) credits, the employee shall continue to receive said compensation.

6. If requested by the District to take an inservice and/or graduate course, the employee shall be compensated at the current rate of payment regardless of their total number of credits.

B. District Improvement Programs

1. Teacher initiated projects which are approved by the Superintendent to be done other than during normal work hours, i.e., after school, summer work, shall be compensated at a rate of **\$36 per hour in 2006-**

07, \$38 per hour in 2007-08, \$40 per hour in 2008-09 and \$42 per hour in 2009-2010.

The Superintendent and the teacher shall discuss the activity and agree upon a fixed number of days for performance. Payment shall be made upon the completion and acceptance of the work product by the district. Such acceptance shall not unreasonably be withheld. Prior to fixing the number of days, the Superintendent, with the teacher's input, shall determine the scope of the project and establish the criteria for acceptance of the project in terms of the performance expectations.

- a. For District initiated projects, a list of proposed projects shall be posted in accordance with Article XII.C. Teachers wishing to apply shall do so in writing to the District.

For the purpose of calculating payment for Sections B.1 and B.1.a., one day shall equal seven hours.

ARTICLE XVII - HEALTH AND DENTAL INSURANCE

A. Health Insurance

1. a. The Board agrees to assume Health Insurance payments at the rate of 100% for the teacher and 100% for the dependents, using the present Health Insurance Program. **Effective July 1, 2006 the Board agrees to pay 94.75% of the cost of the monthly health insurance premiums of the individual and family health insurance plan, using the DEHIC PPO Alternate Plan as the maximum Board monthly contribution. Employees will contribute 5.25% toward the monthly health insurance premium costs to participate in the plan. Effective July 1, 2008 the Board agrees to pay 94.5% of the cost of the monthly health insurance premiums of the individual and family**

health insurance plan, using the DEHIC PPO Alternate Plan as the maximum Board monthly contribution. Employees will contribute 5.5% toward the monthly health insurance premium costs to participate in the plan.

Teaching assistants will pay one-half of the amount that teachers contribute toward health insurance. A Section 125 Plan will be implemented effective July 1, 2004 for premium contributions.

b. Effective July 1, 2003 health insurance will be provided under the DEHIC Alternate PPO Plan.

2. The Board agrees to continue the present policy of Health Insurance for retired teachers.

3. The Board retains the right to change carriers and programs provided that the identical coverage or superior coverages are provided by such carriers and programs. Any change to be made shall only be after the concurrence of the Association.

4. The provisions of Article 17 shall apply to teacher assistants so long as he/she is employed thirty or more hours per week.

B. Dental Insurance

1. The Roscoe Central School District shall contribute \$250 per unit member in the 2002-03 school year, \$350 per unit member in the 2003-04 school year, and \$450 per unit member per year in the 2004-05 and 2005-06 school years towards the purchase of a dental plan selected by union membership. Costs over District contribution shall be the sole responsibility of the participating member.

Step @ \$450

C. Health Insurance Buy-Out

1. Employees eligible for health insurance who submit proof of alternate insurance may, at their option, cancel their school health insurance coverage and receive payment of fifty percent (50%) of the premium cost for individual coverage of the DEHIC PPO Plan. Effective July 1, 2003 payment shall be calculated as fifty percent (50%) of the premium cost for individual coverage of the DEHIC Alternate PPO Plan.

2. This cash reimbursement will be paid in June. To qualify for this benefit in its entirety, the Superintendent must be notified by July 1 in order to receive the 50% cash payment the following June.

3. Employees who become eligible for this benefit during the school year and wish to cancel their health insurance shall receive a pro-rated cash payment.

4. Employees may re-enter the District Plans at any time but they will only qualify for cash reimbursement on the pro-rated portion of the year that they were not covered by the school plan.

5. Re-entry in the District Plans will be controlled by the procedures and stipulations of the health plan for which enrollment is made.

D. Retiree Health Insurance

1. Unit members who retire on or after June 30, 2007 shall be entitled to District funding of health insurance premiums under the District's health insurance plan as follows:

**Years of Service
in District**

**District Contribution Toward
Individual/Family Health
Premiums**

10-15 years	50% I/35% F
16-20 years	60% I/50% F
21 or more years	70% I/50% F

2. In determining the dollar amount of the District contribution towards family premiums, the amount paid shall be based upon paying the percentage indicated towards the cost of individual coverage and the percent x the difference in cost between 100% Individual coverage and 100% family coverage, as the family coverage base contribution (i.e. 50% towards the cost of individual coverage plus 35% towards the difference in costs between individual coverage and family coverage. Thus, if individual coverage costs \$4,000.00 and family coverage costs \$10,000.00, in this example, the District would contribute \$2,000.00 plus \$2,100.00 for a total of \$4,100.00 of the \$10,000.00 cost of family coverage.)

ARTICLE XVIII
DUES DEDUCTIONS AND REIMBURSEMENTS

A. Dues deductions shall be made in twenty (20) bi-weekly payments with the written permission of each teacher.

B. The District will pay all reasonable expenses (including fees, meals, lodging and transportation) incurred by unit members who attend workshops, seminars, conferences and other professional improvement sessions or who travel on District business. Advance approval of the Superintendent will be required for all of these activities. Reasonable expenses are considered as \$50/day for meals and the actual hotel/motel expenses for lodging.

C. Teachers required in the course of their work to drive personal automobiles shall be reimbursed at the current IRS rate.

D. Deductions shall be permitted for NYSUT VOTE/COPE.

ARTICLE XIX - SALARY SCHEDULE CONDITIONS

A. Pay periods shall be every other Friday, or as close thereto as practical.

B. Salaries shall be paid either on a ten month or twelve month basis. If on a twelve month basis, the July and August payments shall be included in the final check issued in June.

C. The District agrees to implement a payroll deduction plan whereby a unit member may direct the payment of money from each paycheck to be placed in a credit union. The employee's election of this deduction may not be changed until the school year following the election. However, an employee may vary the amount of his/her deduction at any time.

D. Enrollment in a Tax Sheltered Annuity shall be during the months of September to February.

ARTICLE XX - ATTENDANT SALARY PROVISIONS

A. Each teacher shall be placed on step according to the current salary schedule. (See Appendix B)

B. Compensation for unused sick days: A teacher who has been employed in the Roscoe Central School system for at least ten (10) years, and who is retiring under the provisions of the New York Teachers Retirement System will receive an adjustment in salary at the end of the final year of service for

each unused sick day accumulated in the Roscoe Central School System up to a maximum of **210 days**. **This adjustment will be computed at the rate of 1/1200 of the final year of the base salary (defined as step on salary schedule including longevity, credits and master's degree, but not extra-curricular or stipend pay) of the teacher retiring times the number of unused sick days not exceeding 210 days.**

C. Extra curricular activities shall be paid according to the attached extra curricular schedule. (See Appendix C)

D. Extra curricular salaries shall be paid in a separate check.

E. Career increments shall be paid in accordance with Appendix A and are payable for years of service at Roscoe Central School only. Employees whose eligibility date is in the months of September, October, November, December or January shall be paid the career increment as of September 1. Employees whose eligibility date is in the months of February, March, April, May or June shall be paid the career increment as of February 1. All amounts shall be cumulative and paid during the eligibility school fiscal years (beginning July 1 of each year as part of the yearly salary.)

F. The guidance position is a ten (10) month position. Additional days will be worked within the following guidelines:

1. Five (5) days within the two (2) week period immediately following the last week of school. Compensation shall be 1/200 of the total salary per day. The actual days to be worked shall be chosen by the guidance counselor.

2. Five (5) days within the two (2) week period prior to the commencement of the school year. Compensation shall be 1/200 of the total

salary per day. The actual days to be worked shall be chosen by the guidance counselor.

3. If additional days are needed (other than #1 and #2 above) the District may request the services and, if mutually agreed to, payment for such days shall be 1/200 of their salary per day.

G. Retirement Incentive

Any bargaining unit member who retires from District service in 2003-04 pursuant to the Rules and Regulations of the New York State Teachers' Retirement System shall be eligible to receive a retirement incentive payment in the amount of \$30,000. Any bargaining unit member who retires from District service in 2004-05 and 2005-06 pursuant to the Rules and Regulations of the New York State Teachers' Retirement System shall be eligible to receive a retirement incentive payment in the amount of \$20,000.

In order to be eligible for the incentive, the unit member must submit to the District in writing, a notice of intent to retire by January 15 prior to the year of retirement. Additionally, the unit member must submit to the District, in writing, a commitment to retire no later than one year prior to the retirement date which must be on June 30.

This provision shall expire on June 30, 2006.

Notwithstanding any other provision in the Agreement, and in lieu thereof, the District will offer an incentive to an individual eligible to retire from the New York State Teachers' Retirement System, without penalty. Such incentive shall be health insurance contributions for the employee at the percentage rate which the employee was receiving at the time of retirement (i.e.: District contribution of 94.75%/employee contribution of 5.25% in 2006-2007). For individuals who are eligible for a buy-out, the incentive would be for

\$35,000.00 for the year of eligibility only. This provision will sunset becoming null and void in all regards effective close of business June 30, 2010.

ARTICLE XXI
MENTOR-INTERN PROGRAM

- A. The mentor shall provide a minimum of 25 hours of assistance to the intern assigned to him/her. The mentor shall meet with the intern for one hour per week for the first ten weeks of the school year and two times per month for the remainder of the school year. Should the mentor and intern agree that additional time would be beneficial, the mentor shall not refuse to provide a reasonable amount of additional time.
- B. The mentor teacher shall receive a stipend of \$1,000 per intern mentored for the 2006-07 school year. The stipend shall be increased by 4% in each of the following years.** It is the intent that the mentor be paired with one new teacher, however, if there is a lack of mentors, a mentor may volunteer to mentor two new teachers.
- C. Teachers employed by the District who are interested in serving as a mentor shall submit a letter of interest to the superintendent by June 1st. A list will be compiled. The selection of mentors and their pairings shall be made from this list. The Superintendent or his/her designee and the RTA President or his/her designee shall mutually agree upon the choice of mentors and their pairings.
- D. It is preferred that a teacher serve as a mentor for no more than two consecutive years.
- E. Interns shall be those unit members who are in their first year of employment with the District. While it is not the intention of the parties to require that an intern be part of the mentoring program, and while it

may not become a condition of employment, the parties mutually agree to strongly recommend and encourage participation in this program.

F. No part of this program shall be used in determining the future employment status of an intern.

G. An intern's decision not to participate in this program shall not be used in the District's determination to continue a unit member's employment nor the granting or denial of tenure.

H. Information shared between the mentor and the new teacher shall remain confidential; **provided, however, that the mentor shall be expected to share information consistent with that permissible under Commissioner's Regulations to assure the health and safety of students and others in the school environment.**

I. Mentors should possess these qualifications:

- Desire to participate
- Knowledge of District policies/expectations
- Knowledge of the subject area of the new teacher
- Knowledge of pedagogical skills
- Tenured
- Employed by the District for a minimum of four years
- Maintain a high level of confidentiality
- Model professional qualities for the new teacher
- Friendly and approachable
- Preferably with permanent certification in the same area of certificate title as the intern.

J. Suggested topics of mentoring:

- Review of District policies and procedures
- Review of student and teacher handbook
- Review discipline protocols
- Develop homework guidelines and policies

- Grading
- Report card and progress report procedures
- Review student folders
- Special education procedures and protocols
- Prepare behavior management system
- Substitute plans
- Open House preparation
- Parent Conference preparation

ARTICLE XXII
MAINTENANCE OF STANDARDS / ZIPPER CLAUSE

A. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior consultation with the Association President.

B. Terms and conditions of employment may not be changed except by mutual agreement. New terms and conditions of employment shall be negotiated with the Association as required by PERB.

C. For the purposes of arbitral review, terms and conditions of employment shall be considered those recognized by the Court of Appeals or PERB. The arbitration shall be without power to find subjects to be terms and conditions of employment where precedent referred to above is to the contrary.

D. The Association agrees that all negotiable items have been discussed during the negotiations leading to this agreement and agrees that negotiations will not be reopened on any item contained herein during the life of this agreement unless mutually agreed.

E. All terms of this Agreement shall apply to teacher assistants except as otherwise indicated.

ARTICLE XXIII - SAVINGS CLAUSE

A. If any part of this Agreement is declared invalid by a court of competent jurisdiction or by the determination of an authorized governmental agency, and such decision shall have become final, the invalidity shall relate only to the specific provision declared invalid and shall not affect any other provision of this agreement.

ARTICLE XXIV - MANAGEMENT RIGHTS

A. The Association recognizes that the Board has the power and duty for the superintendence, direction, management and control of the educational and fiscal affairs of the District, physical properties of the District and professional staff pursuant to the rights guaranteed to the employees in the Public Employees Fair Employment Act (Chapter 392 of the laws of 1967 of New York State). The Board shall have the rights, powers, functions, privileges and authority that it possessed prior to entering into this agreement with the Association, excepting such as are relinquished by the terms of this Agreement.

DURATION OF AGREEMENT

This Agreement will be of four (4) years duration commencing July 1, 2006 and will terminate June 30, 2010.

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.

**BOARD OF EDUCATION OF THE ROSCOE
CENTRAL SCHOOL DISTRICT**

BY: _____
PRESIDENT

SUPERINTENDENT
ROSCOE TEACHERS ASSOCIATION

BY: _____
PRESIDENT

APPENDIX A

SECTION 6

Roscoe Central School Annual Professional Performance Review Plan (Revision Date 12/06/00)

6.1) Compliance with the Existing Collective Bargaining Agreement

All items in this section of the CDEP document shall be consistent with existing language in the current collective bargaining agreement between the Roscoe Central School Board of Education (BOE) and the Roscoe Teachers Association (RTA). Any negotiable item or process outlined in this section that is not addressed in the current collective bargaining agreement shall be resolved using the appropriate provisions of the aforementioned agreement and/or applicable law.

6.2) CDEP Designation and Overview

The CDEP Committee for Roscoe Central School shall be designated as the Annual Professional Performance Review (APPR) Committee. Effective 12/06/2000, the committee completed its recommendations for an APPR plan to be incorporated with the CDEP plan for the Roscoe Central School. The plan has five basic elements applicable to all professional staff, including pupil personnel service staff. The specific elements are as follows:

- a) The criteria for the evaluation of all professional personnel.
- b) A format for summative evaluations for all professional personnel.
- c) Provisions for the establishment of professional goals for all professional personnel.
- d) A format for developing remedial plans of assistance for those professional staff members identified as having less than satisfactory job performance and
- e) Issues related to evaluating all probationary staff for tenure.

6.3) Discussion of the Basic Elements of the APPR Plan.

6.31) Evaluation Criteria

Any and all of the following criteria shall be used in all evaluation activities, observations, and summative evaluations for all probationary and tenured staff:

- 6.311) Content knowledge appropriate to the position.
- 6.312) Preparation employing appropriate knowledge, strategies and skills.

- 6.313) Strategies and skills that result in active student involvement and student learning.
- 6.314) Student management, supportive of diverse student needs, that creates a supportive environment conducive to learning.
- 6.315) Knowledge of student development and appreciation of diversity.
- 6.316) Student assessment techniques based on appropriate learning standards.
- 6.317) Collaborative relationships that are effective with students, parents (or other caregivers), support personnel and administrators.
- 6.318) Reflective and responsive practice that demonstrates that adjustments can be made on a continuing basis to meet the needs of individual students.

6.32) Annual Summative Evaluations

Annually, each teacher shall receive a summative evaluation. The summative evaluation for all professional staff shall consist of a written narrative. The narrative will contain a statement assessing the overall quality of the professional staff member's job performance. Three types of summative evaluations are recognized and will be employed, one each for: tenured, returning non-tenured and first year professional staff members. The format for the summative evaluation will vary depending upon evaluation type. A general synopsis for each type is as follows:

6.321) Summative Evaluation for Tenured Professional Staff

A summative evaluation section shall be added to the last observation/evaluation prepared on behalf of the professional staff member. The content of the evaluation shall be consistent with established practices for such evaluations.

For the 2001-2002 academic year, and all subsequent years, summative evaluations shall additionally include a review of the mutually agreed upon professional goal(s) (and accompanying objectives as deemed appropriate) established between the tenured professional staff member and the evaluator.

6.322) Summative Evaluation for Returning Non-tenured Professional Staff

A summative evaluation for returning non-tenured professional staff members shall be effected in a manner similar to that described for tenured professional staff members. Obviously, the goals (and accompanying objectives as deemed appropriate) that will be reviewed as part of that process will be structured to comply with the needs of a non-tenured professional staff member

6.323) Summative Evaluation for First Year Professional Staff Members

For first year professional staff members, the process is different. Inasmuch as they did not have the benefit of a meeting with the evaluator in the preceding year to establish professional goals and objectives, a special meeting will be arranged for that purpose as part of a pre-conferencing process in advance of the teacher's first observation. From a practical standpoint, goals and objectives for new professional staff members shall usually include those items related to general organization, classroom management and effective instructional practices.

At the end of a professional staff member's first year, a summative evaluation section shall be added to the last observation/evaluation. As part of the final observation/evaluation procedure, goal and objective setting for the following year shall occur.

6.33) Establishment of Professional Goals

Prior to, or at the beginning of, each school year, every staff member will be expected to identify one or more professional goals to be accomplished during the upcoming academic year. These goals may incorporate elements of peer review, a professional project, and/or an individually guided professional development activity. At the end of the school year, as part of the summative evaluation process, the staff member will report on the status of his/her goals to his/her supervisor.

The establishment of professional goals for all teaching staff shall occur as follows:

6.331) Professional goals will annually be developed in collaboration between the evaluator and the professional staff member as part of the above-referenced summative evaluation process.

6.332) Professional goals will be established in advance of each professional staff member's annual evaluation cycle.

6.333) For the purposes of initiating the goal setting process for academic year 2001-02, the first goal setting meeting for existing staff shall occur as part of the last observation/evaluation/summative evaluation during the 2000-2001 academic year. If this last evaluation occurs prior to the opportunity for the establishment of professional goals, a special goal setting meeting will be arranged with an appropriate evaluator for that purpose. The meeting shall occur between the effective period of 4/1/2001 and 6/15/2001.

6.34) Remedial Plans of Assistance

Each staff member, identified through the summative evaluation as having less than satisfactory job performance, shall collaboratively develop an intensive assistance plan prior to the start of the succeeding school years. This plan will include performance goals related to the areas of concern noted in the summative evaluation. The plan will contain activities that focus on improving the areas of concern. Such activities may include but not be limited to workshops, in-service training, mentoring, and observing other teachers both within and outside of the district, etc.

6.35) Issues Relating to Tenure for Probationary Staff Members

Every probationary teacher shall be afforded every opportunity to achieve tenure. Assistance will be provided to the probationary teacher throughout the process. An outline of the process follows:

6.351 **Hiring** – Each candidate for a professional position will undergo a thorough screening and interview process prior to employment. Qualifications will be closely matched with the requirements of each vacant professional position.

6.352 **Orientation** – Each newly employed professional staff member will undergo a one-day orientation with another experienced professional staff member.

6.353 **Mentoring** – The CDEP Committee believes that the concept of mentoring is an appropriate method for indoctrinating new staff into the culture of the school district. Each newly employed professional staff

member will be assigned a mentor. Mentoring will consist of supportive coaching, modeling and other strategies. The specific contact hours with the mentor will be arranged through mutual discussion with the mentor, professional staff member to receive mentoring service and the supervising administrator.

6.354 **Professional Development** – A minimum of thirty-six hours of training opportunities per year will be offered to each probationary teacher.

The administrative staff will make reemployment/tenure decisions each year for the appropriate staff members. Subsequently, the administrative staff will communicate that decision to the probationary professional staff member. Performance evaluations will be conducted by fully certified administrative staff. The district's administration will have access to, and, as needed, participate in any training offered at local, regional, or state level relative to established best practices for conducting performance evaluations.

6.4) Supplemental Items

The following supplemental times are included in the APPR Section of the CDEP to reiterate previously recognized issues of importance. They are as follows:

6.41) Statement Regarding Administrator's Ability to Reflect on Performance

The above criteria do not restrict the administrator's ability to reflect on issues that may positively or negatively impact on the staff members' ability to provide effective instruction.

6.42) Statement Regarding the Incorporation of Pupil Personnel Staff

The criteria outlined in the APPR section of the CDEP are modifications of specific mandates from the New York State Education Department. These modifications were necessary to allow for their use with pupil personnel services staff as well as classroom teachers.

Appendix B
Roscoe Central School
Salary Schedule

Step					4%	4%	4%	4%				
	2002-03	2003-04	2004-05	2005-06	2006-2007	2007-2008	2008-2009	2009-2010				
1	33,851	34,935	36,052	37,206	38694	40242	41852	43526				
2	34,768	35,881	37,029	38,214	39743	41332	42986	44705				
3	35,690	36,832	38,011	39,227	40796	42428	44125	45890				
4	36,605	37,776	38,985	40,233	41842	43516	45257	47067				
5	37,526	38,727	39,966	41,245	42895	44611	46395	48251				
6	38,442	39,672	40,941	42,252	43942	45700	47528	49429				
7	39,361	40,620	41,920	43,262	44992	46792	48664	50610				
8	40,279	41,568	42,898	44,270	46041	47882	49798	51790				
9	41,199	42,517	43,878	45,282	47093	48977	50936	52974				
10	42,115	43,463	44,854	46,289	48141	50066	52069	54152				
11	43,201	44,756	46,367	48,036	49957	51956	54034	56195				
12	44,121	45,709	47,355	49,060	51022	53063	55186	57393				
13	45,044	46,666	48,346	50,087	52090	54174	56341	58595				
14	45,964	47,619	49,333	51,109	53153	55279	57491	59790				
15	46,889	48,577	50,326	52,138	54224	56392	58648	60994				
16	47,808	49,529	51,312	53,159	55285	57497	59797	62189				
17	48,733	50,488	52,305	54,188	56356	58610	60954	63392				
18	50,131	52,387	54,745	57,208	59496	61876	64351	66925				
Longevity						4%	4%	4%				
New 10 yr					1000	1040	1082	1125				
15 yr	2,000	2,250	2,500	2,750	2750	2860	2974	3093				
20 yr	2,500	2,750	3,000	3,250	3250	3380	3515	3656				
25 yr	3,000	3,250	3,500	3,750	3750	3900	4056	4218				
30 yr	3,500	3,750	4,000	4,250	4250	4420	4597	4781				
Credits per hour					65	65	67.50	70	73	76	79	82
Masters					1,000	1,000	1,000	1,000	1040	1082	1125	1170
Teacher Assistants												
Step 1(40% BA step 1)	13,540	13,974	14,421	14,882								
Step 2(45% BA step 1)	15,233	15,721	16,223	16,743	17412	18109	18833	19587				
Step 3(50% BA step 1)	16,926	17,468	18,026	18,603	19347	20121	20926	21763				
New Step 3 (55% of BA step1)					21282	22133	23018	23939				
Longevity Teachers Assistants												
New 10					500	520	541	562				
15 yr.	1,000	1,125	1,250	1,375	1375	1430	1487	1547				
20 yr.	1,250	1,375	1,500	1,625	1625	1690	1758	1828				
25 yr	1,500	1,625	1,750	1,875	1875	1950	2028	2109				
30 yr	1,750	1,875	2,000	2,125	2125	2210	2298	2390				

*9/2/06
K F 9/17/06*

Under 30 Year Longevity for Teacher Assistant (Appendix B – Salary Schedule) add the following:

Career increments shall be paid in accordance with the above schedules and are payable for years of service at Roscoe Central School only. Employees whose eligibility date is the months of September, October, November, December or January shall be paid the career increments as of September 1. Employees whose eligibility date is in the months of February, March, April, May or June shall be paid the career increments as of February 1. All amounts shall be cumulative and paid during the eligibility school fiscal year (beginning July 1 of each year) as part of the yearly salary.

Stipend for Covering/Losing Preparation Period

1. A stipend for a teacher who loses a prep period for covering for another teacher during said prep period shall be paid at $1/1800^{\text{th}}$ ($1/9$ times $1/200$) of teacher's salary, if the work is assigned by the Administration.

Compensation for Committee on Special Education (CSE) Chair

1. When a bargaining unit member serves as Committee on Special education Chair during the summer months, compensation shall be paid at the per diem rate of $1/200^{\text{th}}$ of the unit member's teaching salary for a work day equal in length to a regular teaching work day. During the regular school year, a stipend equal to the Athletic Director stipend shall be paid for services as a Committee on Special Education Chair.

Appendix C
Interscholastic and Extra Curricular Activity
Advisor Stipend Schedule

	2002-03	2003-04	2004-05	2005-06	4% 2006-2007	4% 2007-2008	4% 2008-2009	4% 2009-2010
Varsity Football	2,403	2,917	3,022	3,131	3256	3386	3522	3663
1st Assistant	1,929	2,225	2,305	2,388	2484	2583	2686	2794
2nd Assistant	1,181	1,835	1,901	1,969	2048	2130	2215	2303
Varsity Soccer	2,146	2,786	2,886	2,990	3110	3234	3363	3498
Assistant Soccer	1,285	1,776	1,840	1,906	1982	2062	2144	2230
Varsity Basketball	2,829	3,263	3,380	3,502	3642	3788	3939	4097
JV Basketball	2,445	2,493	2,583	2,676	2783	2894	3010	3131
Modified Basketball	1,134	1,547	1,603	1,660	1726	1795	1867	1942
Varsity Baseball	2,146	2,519	2,610	2,704	2812	2925	3042	3163
Assistant Baseball	1,285	1,807	1,872	1,939	2017	2097	2181	2268
Varsity Softball	2,146	2,519	2,610	2,704	2812	2925	3042	3163
Assistant Softball	1,285	1,807	1,872	1,939	2017	2097	2181	2268
Varsity Track	2,125	2,519	2,610	2,704	2812	2925	3042	3163
Assistant Track	1,275	1,807	1,872	1,939	2017	2097	2181	2268
Cross Country	1,805	2,278	2,360	2,445	2543	2645	2750	2860
Golf	1,072	1,855	1,922	1,991	2071	2153	2240	2329
Assistant Golf	750	1,250	1,295	1,342	1396	1452	1510	1570
Cheerleading Football	1,855	1,089	1,128	1,169	1216	1264	1315	1368
Cheerleading Basket.		1,508	1,562	1,619	1684	1751	1821	1894
Athletic Director	1,716	2,450	2,538	2,630	2735	2845	2958	3077
Pep Band	645	668	692	717	746	776	807	839
Adult Recreation [†]	10.74	11.13	11.53	11.95	12.43	12.93	13.44	13.98
Timekeeper - Basket.**	29.82	56.00	58.02	60.10	62.50	65.00	67.60	70.31
Shot Clock**		40.00	41.44	42.93	44.65	46.43	48.29	50.22
Ticket Sales Basket.**	38.72	50.00	51.80	53.66	55.81	58.04	60.36	62.77
Scorekeeper Home**	29.82	56.00	58.02	60.10	62.50	65.00	67.60	70.31
Scorekeeper Away **	36.22	70.00	72.52	75.13	78.14	81.26	84.51	87.89
Saturday Gym*	14.32	15.00	15.54	16.10	16.74	17.41	18.11	18.83

*Per Hour
**Per Event

When a coach is appointed to two positions in a sport, where the second position is incorporated by time and schedule with the first, the coach will receive one-half (1/2) of the lower paying position in addition to the higher paying schedule.

9/7/06
an
KF 9/7/06

Interscholastic and Extra Curricular Activity
Advisor Stipend Schedule

					4%	4%	4%	4%
	2002-03	2003-04	2004-05	2005-06	2006-2007	2007-2008	2008-2009	2009-2010
Sr. Class Advisor	688	1315	1362	1411	1467	1526	1587	1651
Jr. Class Advisor	688	1315	1362	1411	1467	1526	1587	1651
Grade 10 Advisor	255	631	654	677	704	732	762	792
Grade 9 Advisor	255	631	654	677	704	732	762	792
Grade 8 Advisor	255	500	518	537	558	581	604	628
Grade 7 Advisor	255	500	518	537	558	581	604	628
Music Activities Director	688	1000	1036	1073	1116	1161	1207	1255
Drama	545	850	881	912	948	986	1026	1067
Fest Arts Coordinator	545	700	725	751	781	812	845	879
Student Council Advisor	514	1000	1036	1073	1116	1161	1207	1255
Yearbook	1823	2554	2646	2741	2851	2965	3083	3207
Assistant Yearbook	753	1050	1088	1127	1172	1219	1268	1318
Audio-Visual Coordinator	1119	1375	1425	1476	1535	1596	1660	1727
Gifted/Talented Coord.	718	900	932	966	1005	1045	1087	1130
Ski Club Advisor	449	450+50/trip	466+50/trip	483+50/trip	502+52/trip	522+54/trip	543+56/trip	565+58/trip
Music Drama Director	688	850	881	912	948	986	1026	1067
Music Drama Assist.	180	425	440	456	474	493	513	533
Club Advisor	255	450	466	483	502	522	543	565
Dean of Students	2845	2947	3054	3164	3291	3422	3559	3701
Senior Quiz Bowl	695	800	829	859	893	929	966	1005
Junior Quiz Bowl	695	800	829	859	893	929	966	1005
Senior Honor Society	579	849	880	911	947	985	1025	1066
Junior Honor Society	522	643	666	690	718	746	776	807
SCIL Sr.	695	1200	1243	1288	1340	1393	1449	1507
SCIL Jr.	695	800	829	859	893	929	966	1005
Detention Monitor	27.04	32.00	33.15	34.35	35.72	37.15	38.64	40.18
CSE meetings after sch. *	33.28	34.48	35.72	37.00	38.48	40.02	41.62	43.28
Chaperone*	12.26	15.00	15.54	16.10	16.74	17.41	18.11	18.83
Home Tutor*	23.23	36.00	37.30	38.64	40.19	41.79	43.46	45.20

*Per Hour

**Per Event

9/7/06
cc
KF 9/7/06

Side Letter

Between the Superintendent of Schools and the Board of Education of the Roscoe Central School District , hereinafter referred to as “the District” and the Roscoe Teachers’ Association, hereinafter referred to as “the Association” that there is an understanding that under Article II (Definitions) of the 2006-2010 Collective Bargaining Agreement between the parties, provides the District with the right to assign the positions of Athletic Director and Chairperson of the Committee on Special Education to administrative personnel.

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND THE BOARD OF EDUCATION OF THE ROSCOE CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and the **ROSCOE TEACHERS ASSOCIATION** hereinafter referred to as "the Association";

Whereby, the parties agree to clarify the intent of the retirement incentive as outlined in item No. 15 in the four year successor agreement (2006-2010) executed by both parties on September 7, 2006 **and scheduled to sunset effective close of business June 30, 2010;**

Whereas, a unit member is eligible to receive the incentive in his/her first year of eligibility to retire from the New York State Teachers' Retirement System, with or without penalty, **and subject to the limitations of the September 7, 2006 Memorandum of Agreement;**

Whereas, a unit member may apply for and receive the incentive without being subject to the restrictions set forth herein;

Whereas, such unit member must submit to the District in writing an irrevocable letter of resignation, with intent to retire, by January 15th in the year of retirement; and,

Whereas, such unit member will be deemed eligible to retire, apply for retirement and be retired to receive the \$35,000 health insurance buyout or health insurance at retirement provided the unit member has reached the age of 55 and has 25 years of credited service. In addition, the unit member must have completed a minimum of 15 years of service in the school district.

So agreed this 29 day of September, 2006, subject to ratification by both parties.

The District:

By: Carmine C. Prampieri

Date: 9/29/06

The Association

By: Kathy Lueis

Date: 9/29/06

C/29/29/0
KF 0129/0

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND THE BOARD OF EDUCATION OF THE ROSCOE CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and the **ROSCOE TEACHERS ASSOCIATION** hereinafter referred to as "the Association";

Whereby, the parties agree to clarify the intent of the retiree health insurance provision as outlined in item No. 35 in the four year successor agreement (2006-2010) executed by both parties on September 7, 2006;

Whereas, the Union and the Association have agreed to increase the District funding of health insurance premiums for unit members who retire on or after June 30, 2007; and

Whereas, the District contribution towards individual and dependent health premiums is based upon years of service in the District; and

Whereas, unit members who have 10 to 15 years of such service shall be entitled to a District contribution of 50% towards individual coverage and 35% towards dependent coverage; and

Whereas, unit members who have 16 to 20 years of such service shall be entitled to a District contribution of 60% towards individual coverage and 50% towards dependent coverage; and

Whereas, unit members who have 21 or more years of such service shall be entitled to a District contribution of 70% towards individual coverage and 50% towards dependent coverage; and,

*CC 9/29/13
KF 9/29*

Whereas, the parties agree that the District contribution towards dependent coverage shall be based upon paying the percentage indicated towards the cost of individual coverage and, for the family coverage portion, the District shall contribute the dollar amount equal to the District's percentage contribution towards the difference in cost between a family and an individual coverage; and

Whereas, notwithstanding the above, should a retiree, who at the time of retirement, is eligible for health insurance coverage through the District as per the above; and

Whereas such retiree declines such coverage due to the proof of alternate insurance; and

Whereas, should such retiree have a qualifying event whereby such retiree is no longer covered under the alternate insurance; and,

Whereas, such retiree shall be entitled to re-enter the District's plan at the District funding level to which he/she would have been entitled to had he/she participated in the District's health plan at all times since retirement.

So agreed this 29 day of September, 2006, subject to ratification by both parties.

The District:

The Association

By: Carmine C. Franjea

By: Kathy Luis

Date: 9/29/06

Date: 9/29/06

cc 9/29/06
KF 9/29/06

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE ROSCOE CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and THE ROSCOE TEACHERS ASSOCIATION, hereinafter referred to as "the Association";

WHEREBY, the parties agree to revive and incorporate the provisions of the Collectively Negotiated Agreement between them that expired on June 30, 2006 into a four year successor agreement effective July 1, 2006 and terminating on June 30, 2010, except as modified by the following provisions:

1. Article II - Definitions (A) - Add a notation to the Article stating that:

"It is understood that the District has the right to assign the positions of Athletic Director and Chairperson of the Committee on Special Education to administrative personnel."

THE ABOVE AS A SEPARATE SIDE LETTER

2. Article V(B) - Grievance Procedure - Add a new stage that would become the first stage and require the submission, in writing, of a grievance to the immediate supervisor within thirty (30) school days after the aggrieved knew or should have known of the event or condition giving rise to the grievance. Then renumber Stages 1, 2 and 3 as 2, 3 and 4, constituting the Superintendent's Stage, the Board Stage and Arbitration (at page 5-6).
3. Article VII(F) - Evening Program Activities: Change from 3 to 4 evening school programs per school year (at page 8).
4. Article VIII(B)(1) - Last phrase, change the last words to: "... as long as performance is deemed satisfactory by administrative evaluation."
5. Article IX(D) - Employment of Full-Time Teaching Assistants - Modify the provision to indicate that the only teaching assistants who shall be assured full-time employment in the District are the two ^{permanently} currently employed upon the date of the ratification of the July 1, 2006 through June 30, 2010 Agreement (at page 9).

9/7/06
W
KF 9/7/06

6. With respect to the use of aides or assistants for elementary classes with more than 15 students, there will be a review committee to consider changes for school years after the 2006-2007 school year. For the 2006-2007 school year only, the words "and remediation" will be removed from Article 9, Section D.
7. Article X(C) - Dismissal - Modify paragraph 1 by changing the reference from 60 days to 30 days notice of abolition of positions (at page 13).
8. Article X(C)(3) - Superintendent's Negative Tenure Recommendation - Delete the second sentence in its entirety (at page 14).
9. Article XIII(B) - Teacher Authority to Remove Students From Class - Delete in its entirety (at pages 18-19).
10. Article XIII(D) - Legal Defense In Criminal Proceedings or Civil Proceedings - Delete in its entirety (at page 19).
11. Article XIV(A) - Sick Leave - Change the second sentence of paragraph 1 to read:

"These dates may be used for emergency family leave dealing with illness in the family and intermittent leave to accompany a family member to treatment sessions when critically ill." (At page 20)
12. Article XIV(E) - Child Care Leave - Change paragraph "5" to read:

"The teacher, during a child-rearing leave shall be entitled to the same medical benefits provided in the District health insurance plan for the period not to exceed twenty (20) weeks." (At page 23)
13. Article XVI(A) - In-Service Courses and Credit - Change paragraph "1" to read:

"The Superintendent of Schools or his/her administrative designee, shall be required to give prior approval for all in-service course work. Members of the educational staff shall apply in writing using the appropriate form." (At page 26)
14. Article XVII(A)(1)(a) - Health Premium Contribution - Change the employee premium contribution requirement from 5% to 5.25% effective July 1, 2006, and to 5.5% effective July 1, 2008 (at page 27).

9/2/06
KF 9/7/06
C

15. Article XX(G) - Notwithstanding any other provision in the Agreement, and in lieu thereof, the District will offer an incentive to an individual eligible to retire from the New York State Teachers' Retirement System, without penalty. Such incentive shall be health insurance contributions for the employee at the percentage rate which the employee was receiving at the time of retirement (i.e.: District contribution of 94.75%/employee contribution of 5.25% in 2006-2007). For individuals who are eligible for a buy-out, the incentive would be for \$35,000.00 for the year of eligibility only. This provision will sunset becoming null and void in all regards effective close of business June 30, 2010 (at page 32).

16. Article XXI(H) - Mentor Intern Program - Add at the end of the sentence, the following:

 " ; provided, however, that the mentor shall be expected to share information consistent with that permissible under Commissioner's Regulations to assure the health and safety of students and others in the school environment." (At page 33)

17. Article IX(B)(2) - Revise to read as follows: "Supervise Cafeteria".

18. Article X(B)(7) - Change to read as follows:

 "No later than fifteen (15) school days following the observation, a post-observation conference will be held."

19. Appendix A - Annual Professional Performance Review Plan (6.322) - Last sentence, second to last line - revised to read as follows:

 "Will be structured to comply with . . ."

20. Article XIV(B) - First sentence, revise to read as follows:

 "Sister, spouse, in-laws and domestic partner."

21. Article XIV(C)(2) - Reference to Section 14.1.1 - revise to reflect reference to Section 14(C)(1).

22. Article XIV(C)(11) - To read as follows:

 "Members of the Sick Bank who have accumulated more than 250 sick leave days may contribute up to five (5) days in excess of 250 to the sick bank upon their retirement from the District."

9/7/06
aw

KF 9/7/06

23. Article XIV(F)(7) - Revise to read as follows:
“The terms of Section E [F] hereinabove, are not . . .”
24. Article XV(C) - Revise to read as follows:
“Compensation shall be at the rate of \$36.00 per hour in 2006-2007; \$38.00 per hour in 2007-2008; \$40.00 per hour in 2008-2009 and \$42.00 per hour in 2009-2010.”
25. Article XV(C)(2) - Revise to read as follows:
“Or return the stipend paid within thirty (30) days after resignation.”
26. Article XVI(B)(1) - Revise the rates to read as follows:
“\$36.00 per hour in 2006-2007; \$38.00 per hour in 2007-2008; \$40.00 per hour in 2008-2009 and \$42.00 per hour in 2009-2010.”
27. Article XX(B) - Revise to reflect a maximum of 210 days paid at the rate of 1/1200th of final year base salary defined as including longevity, credits and master’s degree, but not extra-curricular or stipend pay.
28. Article XXI(B) - Revise to reflect stipend payment of \$1,000.00 in the 2006-2007 school year and percentage increases applied to the salary schedules in subsequent years.
29. Appendix B - Credits Per Hour - Increase by 4% each year commencing with the 2006-2007 school year through the 2009-2010 school year.
30. Appendix B - Masters - Increase by 4% each year commencing with the 2006-2007 school year through the 2009-2010 school year.
31. Appendix C - Inter-Scholastic and Extra-Curricular Activity Advisor Stipend Schedules: Increase by 4% per year effective with the 2006-2007 school year through the 2009-2010 school year.

9/7/06
aw

KP 9/7/06

32. Teacher Salary Schedule - Increase by 4% each year effective with the 2006-2007 school year through the 2009-2010 school year. In addition to the above, all eligible bargaining unit members will advance one step on the salary schedule in each year of the agreement. Also, add a new longevity step after ten (10) years of service in the District of \$1,000.00 with all other longevity steps remaining the same in 2006-2007, but increasing by 4% during each of the school years 2007-2008 through 2009-2010.

Teacher Assistants Salary Schedule - Effective with the 2006-2007 school year, step 1 of the schedule is eliminated. Steps 2 and 3 are renumbered 1 and 2 and a new step 3 (55% of BA step 1) is created. Also, add a new longevity step after ten (10) years of service in the District of \$500 with all other steps remaining the same in 2006-2007, but increasing by 4% during each of the school years 2007-2008 through 2009-2010.

33. Stipend for Covering/Losing Preparation Period - To read as follows:

“A stipend for a teacher who loses a prep period for covering for another teacher during said prep period shall be paid at 1/1800th (1/9 times 1/200) of teacher’s salary, if the work is assigned by the administration.”

34. [NEW] Compensation for CSE Chair - To read as follows:

“When a bargaining unit member serves as Committee on Special Education Chair during the Summer months, compensation shall be paid at the per diem rate of 1/200th of the unit member’s teaching salary for a work day equal in length to a regular teaching work day. During the regular school year, a stipend equal to the Athletic Director Stipend shall be paid for services as a Committee on Special Education Chair.”

9/7/06
mr

KF 9/7/06

35. [NEW] Retiree Health Insurance - To read as follows:

“Unit members who retire on or after June 30, 2007 shall be entitled to District funding of health insurance premiums under the District’s health insurance plan as follows:

Years of Service in District	District Contribution Toward Individual/Family Health Premiums
10-15 years	50%I/35%F
16-20 years	60%I/50% F
21 or more years	70%I/50% F

In determining the dollar amount of the District contribution towards family premiums, the amount paid shall be based upon paying the percentage indicated towards the cost of individual coverage and the percent x the difference in cost between 100% individual coverage and 100% family coverage, as the family coverage base contribution (i.e.: 50% towards the cost of individual coverage plus 35% towards the difference in costs between individual coverage and family coverage. Thus, if individual coverage costs \$4,000.00 and family coverage costs 10,000.00, in this example, the District would contribute \$2,000.00 plus \$2,100.00 for a total of \$4,100.00 of the \$10,000.00 cost of family coverage.)

SO AGREED this 7th day of September 2006, subject to ratification by the respective constituencies.

THE DISTRICT

BY: *Carminé C. [Signature]*

THE ASSOCIATION

BY: *Kathryn M. [Signature]*

