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TA ✓
4893

Agreement

between the


SUPERINTENDENT OF SCHOOLS

of the

DUNDEE CENTRAL SCHOOL DISTRICT

and the

DUNDEE TEACHERS' ASSOCIATION

7/1 
2004-2005
2005-2006
2006-2007
2007-2008 6/30

RECEIVED

JAN 24 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

87 employees

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ARTICLE I
Recognition

The School District recognizes the Dundee Teachers' Association for purposes of collective negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representatives of a negotiating unit consisting of all members of the teaching staff and other certified employees of the School District during the regular school year, on tenure or probationary appointment, except administration personnel, which includes Director of Guidance.

A long term substitute, meaning a member of the teaching staff or other certified employee who is employed by the District for a full semester or more, shall be included in the bargaining unit.

ARTICLE II

Definitions

As used in this agreement, the following terms shall have the respective meanings set forth below:

- A. School District refers to the Dundee Central School District.
- B. Board of Education or Board refers to the Board of Education of the Dundee Central School District.
- C. Association refers to the Dundee Teachers' Association.
- D. Teacher and/or teachers refers to employees in this unit.
- E. Academic subject refers to and includes academic subjects such as mathematics, English, foreign languages, science, social studies.
- F. Special areas of instruction refers to subjects such as art, music, reading, speech, physical education, technology education, driver education, students with disabilities, guidance counseling, librarian, business, and home and careers.
- G. Long Term Substitute

The term "long term substitute" as used in the contract refers to and is interchangeable with the term "regular" substitute as used in the District Teacher Appointment Form.

ARTICLE III

Negotiations Procedure

A. Negotiations

By February 15th of the year in which the agreement expires, the parties agree to enter into collective negotiations, in good faith, to reach agreement on terms and conditions of employment for the following year.

Such negotiations may include, but shall not be limited to, the handling of grievances, salaries, fringe benefits, class size, teaching, facilities, use of school facilities, teaching assignments, transfers, methods of teacher evaluation, protection of teachers against claims for monetary damages, sick leave, leaves of absence, sabbatical leaves. Association proposals which concern terms and conditions of employment shall be negotiable even though the funds may be provided in whole or in part from the State of New York or the United States. Any agreement so negotiated shall apply to all teachers and become a part of the agreement.

During this agreement, the School District and the Association will present relevant data, exchange points of view and make proposals. The School District shall provide the Association with the Board's complete tentative budget for the next fiscal year. The parties agree to make available to each other for inspection all pertinent records, data, and information in their possession. If either party desires to utilize outside consultants, they shall have the opportunity to call upon professionals to assist in the negotiations.

The School District agrees to provide the Association upon request with records, data and information according to and in conformity with the Freedom of Information Law. The Association will pay \$.10 per copy for copies of any given material requested.

B. Changes in Board Policy

Before the Board of Education knowingly adopts a change in Board of Education policy not covered by this agreement but which specifically affects teachers' terms or conditions of employment, the School District will notify the Association in writing of such a change. The Association will have the right to negotiate with the School District over such changes.

C. Negotiations with Association Only

The School District agrees not to negotiate with any teachers' group or organization other than the Association in regard to terms and conditions of employment of teachers during the term of this agreement.

D. Copies of the Agreement

Copies of this agreement shall be printed at the joint expense of the school district and the Association and a copy given to each teacher.

E. Public Employee Fair Employment Act (Taylor Law)

The parties recognize that this agreement has been entered into pursuant to the Public Employees' Fair Employment Act.

Taylor Law, Section 204-A: 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.

F. District Policy

This agreement constitutes school district policy for the term of said agreement and the school district will carry out the commitments contained herein and give them full force and effect as school district policy.

G. Contract Continuation

In the case of an impasse, continuation of the rights and privileges of the previous contract shall not be abridged. Continuation of School Board-Teachers' Association relationship shall be maintained.

H. Conformity to Law

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

ARTICLE IV
Teaching Hours and Teaching Load

A. Teachers' Work Day

1. Kindergarten teachers 7:55 a.m. to 3:15 p.m.
2. Elementary teachers 7:55 a.m. to 3:15 p.m.
3. Secondary teachers 7:50 a.m. to 3:10 p.m.

B. Kindergarten Schedule

1. Kindergarten and first grade teachers shall have on each regular school day a half-hour duty free lunch period between the hours of 10:20 a.m. and 1:00 p.m.
2. In addition to the above, on each regular school day each teacher shall have approximately forty (40) student free minutes for professional preparation between 7:55 a.m. and 2:30 p.m.

C. Elementary School Periods

1. Elementary school teachers shall have on each regular school day a half-hour duty free lunch period between the hours of 11:00 a.m. and 1:00 p.m.
2. In addition to the above on each regular school week, each teacher shall have a minimum of two hundred forty (240) student free minutes for professional preparation between 7:55 a.m. and 2:30 p.m. In addition to the foregoing on each regular school week, a teacher may have up to an additional maximum of forty (40) student free minutes for professional preparation where a certified teacher assistant has responsibility for the class.
3. Elementary school teachers will be available to provide assistance to students of a study or tutoring nature and attend departmental, principal's and curriculum meetings between 2:30 and 3:15 p.m.
4. On regent days in June, elementary students shall be dismissed no later than 1:30 p.m.

D. Secondary School Periods (effective July 1, 1993)

The intent of the adoption of the 93-94 high school schedule will be to provide more course offerings and increase educational opportunities, and reduce the number of large classes for Dundee Central School students.

1. 7:50 a.m. to 2:33 p.m. on each regular school week each full-time teacher shall have eighteen (18) instructional periods and five (5) supervisory periods.
2. Those teachers whose assignments include both elementary and junior-senior high instructional periods shall be subject to the terms and conditions of the school in which 51% of their instructional duties take place.

3. On each regular school week, as an alternative to the schedule set forth in subsection one above, a full-time teacher may volunteer to accept an assignment of twenty-one (21) instructional periods and a maximum of one (1) supervisory period. However, no disciplinary recrimination will result from refusal.

In the event there is no volunteer, the District has the right to assign the least senior full-time teacher within that department to twenty-one (21) instructional periods plus a maximum of one (1) supervisory period. A maximum of one (1) teacher in each department will be required to teach twenty-one (21) instructional periods and one (1) supervisory period. A maximum of five (5) teachers in all departments will be required to teach twenty-one (21) instructional periods and one (1) supervisory period.

If more than one teacher is available during a supervisory period, the duty will be rotated.

4. On each regular school week, a teacher who serves as departmental chairperson shall have eighteen (18) instructional periods and one (1) supervisory period.
5. On each regular school week, the athletic director and the CSE chairperson shall have fifteen (15) instructional periods and one (1) supervisory period.
6. On one regular school week, a part-time teacher shall have nine (9) instructional periods and three (3) supervisory periods. On the next regular school week, the part-time teacher shall have nine (9) instructional periods and two (2) supervisory periods.
7. In addition to the schedules set forth in 1, 2, 3, 4, and 5 above, each teacher shall have at least one (1) preparation period each day. Such preparation period shall equal the length of a regular school period.
8. In addition to the schedules set forth in 1, 2, 3, 4, and 5 above, each teacher shall have one duty-free lunch period per day of one-half (1/2) hour between 10:57 a.m. and 1:02 p.m.
9. 2:33 p.m. to 3:10 p.m. Secondary school teachers will be available to provide assistance to students of a study or tutoring nature, and attend departmental, principal's and curriculum meetings. Teachers may be assigned a supervisory duty for a period of no more than one week per school year.
10. Homeroom duties and duties assigned during the extra assignment period should be equitably distributed among all the teachers, as far as possible.
11. It is the intent of the Dundee Central School District ("District") to provide more academic courses and thereby increase educational opportunities and reduce large class sizes. In an effort to achieve the foregoing, the District can establish a study committee which may consider teacher suggestions. After a minimum of six months study, the committee will issue its recommendations pertaining to the potential adoption of a new high school instructional schedule.

If a new high school instructional schedule is adopted, the District will provide the Dundee Teachers' Association ("Association") with at least two months advance notice prior to implementation. Implementation will occur with the commencement of the fall or winter semester. Any new high school instructional schedule will provide at least forty-five (45) minutes of continuous preparation time each day in a one block period. The District will provide the necessary in-service to successfully implement the new instructional schedule.

The new instructional schedule shall be utilized for the equivalent of two academic school years (four semesters). Thereafter, the study committee, which will consider teacher suggestions, will assess the effectiveness of the new instructional schedule and issue recommendations.

Notwithstanding section 209-a.1 (e) or any other provision of the Taylor Law, the terms herein shall fully expire on June 30, 2008 and therefore, the District's failure to carry the terms herein forward after June 30, 2008 shall not constitute an improper labor practice.

E. Evening Obligation

Each unit member will participate in two (2) evening obligations as scheduled by the District. The Superintendent shall notify the Association President of the date of the evening obligation for 1997-98 upon ratification of the contract. In succeeding years, the Superintendent shall notify the Association President of the date of the evening obligation by September 1. Such obligation may be for an open house, curriculum program, parent-teacher conference, or any other activity as determined by the employer.

F. Teacher Work Year

The work year for teachers in 2000-01 will be 183 days (179 teaching, 4 in-service). The work year for teachers in 2001-02 and beyond will be 184 days (180 teaching, 4 in-service). Any days over and above the days established in the student calendar and not required to be used during the school year for emergency closings will be deleted from the calendar and used to extend vacation time. (Vacation time as used herein includes the summer recess period.) The selection and designation of those days to be done jointly between the Superintendent and the President of the Association.

The President of the Association shall, prior to January 15, consult with and make recommendations to the Superintendent in regard to any suggestions the Association might have in the development of a calendar for the following school year. These recommendations will be forwarded to the District Superintendent for consideration by the Chief School Officers in their calendar development process.

G. Give Back Days

Prior to January 31 of each year, the Superintendent and President shall exchange written proposals on the designation of the give back days and the order they are deleted for emergency closing(s) for the following year. The Superintendent and the President will attempt to finalize an agreement on the foregoing by May 1 of each year for the following

school year. If, however, the Superintendent and President cannot reach total agreement on the designation of the give back days and the order they are deleted for emergency closing(s) by June 1, the Superintendent or President will, on an alternating basis, make a final determination.

H. After School Staff Meetings

The Building Principal/Superintendent may reserve up to one and one-half (1 1/2) hours per month for eight months for after school staff meetings. The foregoing time may be used for one meeting or taken in blocks of thirty minutes for three meetings. The meetings will be scheduled two weeks in advance by the Building Principal/Superintendent or teacher team/committee with the approval of the Building Principal/Superintendent. The parties may mutually agree to waive the two-week advance notice.

I. Individual Educational Program (I.E.P.)

Special education teachers who do not work in self-contained classrooms will be given one day during the academic school year for writing IEPs on school premises. The scheduling of the day will require the Building Principal's approval.

ARTICLE V
Class Size

- A. The maximum class size shall be 31 pupils.
- B. Deviation from this maximum is allowed only for the following:
 - 1. In band and chorus where increased class size is a major objective of a successful program.
 - 2. During physical education classes where students are separated for more than one activity and where the original student/teacher maximum has not been exceeded for those teachers.
 - 3. Assignment of students to study halls may exceed 31 where all of the students in excess of 31 possess Honor's passes.
- C. The maximum student population in a cafeteria study hall or the public meeting room study hall shall be thirty-four (34) students. In the event the District exceeds the cafeteria or public meeting room study hall maximum population of thirty-four (34) students, the District agrees to provide one (1) additional person to help supervise such study hall. In no event, however, will a cafeteria study hall or a study hall held in the public meeting room exceed fifty-five (55) students.

ARTICLE VI
Teacher Employment

A. New Hires

All new teachers, newly employed, or reinstated shall be placed on the salary schedule in accordance with their teaching and educational experience as follows:

1. Teachers shall be given full credit for prior teaching experience up to five years.
2. Teachers shall be given half credit rounded downwards for prior teaching in excess of five years.

For example: A teacher with twelve (12) years prior teaching experience would automatically be credited with five (5) years. The remaining seven (7) years would be divided by two which result in three and one half (3 1/2) rounded down to three (3).

5 Plus 3 = Eight years credited experience

The District may, however, grant more outside experience credit for recruitment purposes. The Superintendent shall share with the Association the rationale for the granting of outside experience credit prior to board action on the appointment.

B. Financial Loss and Liability from Employment

The School District agrees to hold teachers harmless from any financial loss, including attorney's fees, arising out of any claim, demand, suit, criminal prosecution or judgment while acting in the discharge of his duties within the scope of his employment.

The School District will reimburse teachers for the cost of replacing or repairing dentures, eye glasses, hearing aids or similar bodily injuries as a result of the discharge of their duties within the scope of their employment.

The School District will reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of any assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment.

Whenever a regularly employed teacher is absent from his employment and unable to perform his duties as a result of personal injury caused by an accident or an assault occurring in the course of his employment, he will be paid his full salary during his absence from his employment. in accordance with the Compensation Law.

C. Performance Contracts

Performance Contracts or their equivalent shall not be instituted in this school district.

D. Preference in Hiring

Preference in hiring of permanent staff shall be given to certified personnel over non-certified or retired personnel.

E. Surveillance

Use of the public address or audio system, or electronic devices for monitoring purposes shall be considered unethical and, therefore, not allowed.

ARTICLE VII

Teacher Assignment

A. Notification of Assignment

Teachers will be notified by June 1 if there are any changes in their program for the following school year. In the event of unusual circumstances, the teacher will be notified as soon as possible.

Newly hired teachers and teachers whose programs have been changed subsequent to final date for submission of requisitions, should inventory available books, materials, and equipment, determine deficiencies and consult with their principal to properly requisition items necessary to maintain their program or programs.

B. Incidental Teaching

In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not, except temporarily and with the mutual consent of the affected teacher(s) (as permitted by §80.2(7) of the Commissioner's Regulations) be assigned outside the scope of their teaching certificates and/or major fields of study. Such assignment shall not be made for the purpose of reducing currently employed unit members.

C. Non-Discrimination

Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, age, or marital status.

D. Involuntary Transfers

The parties agree that any involuntary transfers or reassignments will be made only in the best interest of the school system and only after a meeting between the teacher involved, the principal and the Superintendent.

E. Assigned Homeroom and Duty

All teachers are to be in their assigned homerooms and duty assignments each regular school day at the prescribed times announced by the chief school administrator.

F. Professional Responsibility

Teachers are to perform their duties in a professional manner and are not to leave the pupils unsupervised during a specific assignment period. (Example - class instruction period, study halls, homeroom).

G. Lesson Plans

Teachers are to leave in the office on the last regular school day of each week a copy of their lesson plans for the following week.

ARTICLE VIII

Teachers' Rights

A. Private Life

The private and personal life of any teacher when not representing the School District is not within the purview of the Board of Education. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no legal religious or legal political activities of any teacher or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such teacher.

B. Personnel File

No material shall be placed in a teacher's personnel file unless the teacher has had the opportunity to review such material. The foregoing does not apply to routine material which is placed in the teacher's personnel file. The District will use a form which states: that "this will be placed into your personnel file and you are hereby afforded an opportunity to sign and respond. Such response will be due no later than ten (10) days after post mark of this letter to you or receipt if forwarded by personal service." The teacher shall affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material. His/her answer shall be considered by the Superintendent and attached to the file copy.

The teacher shall have the right upon request, to review the contents of his/her personnel file, wherever maintained and shall be allowed to make copies of any documents therein. The file shall be reviewed in the office in which it is maintained. The teacher shall be entitled to have a representative of the Association accompany him/her during such review.

C. Complaints and Accusations

Teachers shall be advised, as promptly as possible, in a confidential manner, of any significant complaint or accusation reported to the administration which may be used in an action against the teacher. The teacher shall be afforded an opportunity to answer such complaints and to confer with the appropriate administrator about it. Should the administration decide to make the complaint a matter of record, it shall be done in accordance with Section B. above. Time lost by a teacher in connection with any incident mentioned in the preceding section shall not be charged against the teacher.

D. Evaluation Program

Teachers will be evaluated according to the following Evaluation Program. Prior to the onset of an evaluation, the teacher shall be given an explanation of the system to be utilized.

An Evaluation Program Committee will consist of three (3) members of the DTA, who will meet periodically with the Superintendent of Schools and/or his/her designee at mutually scheduled times to review the program.

The chief purpose of the evaluation of the teaching staff shall be to improve instruction, thus (a) promoting the staff's continuing development, (b) maintaining a highly qualified, competent staff, and (c) promoting the profession in the community.

Within the available limits of personnel and time, the supervisory personnel responsible for the evaluation of teachers shall acknowledge the right of the teacher to: (a) know how well he/she is performing his/her duties and responsibilities of his/her position; (b) know the areas in which improvement is needed; (c) have candid appraisal of his/her work; (d) discuss his/her evaluation with his/her supervisor; and (e) receive specific recommendations for improvement.

Supervisory Help

Guidance will be made available to teachers in aiding them to become more proficient in the system, especially during their probationary years.

Should any deficiency exist, the specific deficiency will be pointed out both in writing and during a conference with the teacher. Specific recommendations, demonstrations, and/or models will be made available to the teacher by the Administration.

Observations

All monitoring or observations of the work of a teacher shall be conducted openly and with the knowledge of the teacher. Use of the public address or audio systems for monitoring purposes shall be considered unethical, and therefore not allowed.

Evaluations shall consist of: a pre-visitation conference; a minimum of two (2) evaluative visits, with a maximum of five (5) evaluative visits, as close together as possible; a post-visitation conference with a written report within ten (10) school days and a final written report within ten (10) school days following the post-visitation conference. With mutual teacher and administrative written agreement, additional visitations may be made for each evaluation. This shall be completed for each year of the probationary period and at least once every four (4) years for a tenured teacher by the District's administrative staff.

Based upon the result of the evaluation as described above, the administrator may elect to evaluate a tenured teacher pursuant to the foregoing more frequently than once every four years. In a school year when the teacher is not being evaluated pursuant to the foregoing, the teacher must elect one of the following evaluation options in June for the following school year. The options are:

- a. The teacher may elect to participate in an abbreviated evaluation with a minimum of one evaluation visit (classroom observation) instead of the minimum of two evaluations visits.
- b. The teacher may elect to participate in a goal setting project. If the teacher elects to participate in a goal setting project, the teacher will identify his/her area of interest and how it relates to at least one component of the Commissioner's Regulations at §100.2 (content knowledge, preparation, instructional delivery, classroom management, student development, student assessment, development of collaborative relationships, reflective and responsive practice). Such identification may be made on the exit interview form.

The principal and the teacher will meet in June and discuss the nature of the proposed goal for the following year. Prior to the end of the following school year, the principal in consultation with the teacher shall dialog about the goal.

Note: For file purposes only. The principal and teacher will jointly sign a statement indicating that the performance review took place in that school year.

The provision of this section will end June 30, 2008.

The district may use one unannounced observation (classroom visit) in each of the two specified two-week periods (total of two unannounced observations in each school year) for probationary faculty. Unannounced observation reports will become part of the formal evaluation for non-tenured teachers.

Formal Observation Report

The written report shall consist of the administrator's appraisal of the teacher's work. This will be reviewed in the post-visitation conference and finalized after that conference. The teacher may attach a written response to the report, within ten (10) school days of signing the report.

Three (3) copies of the evaluation shall be prepared: one for the teacher, one for the administrator, and one for the teacher's personnel file.

GUIDELINES: KEYS TO QUALITY PERFORMANCE

Productive Teaching Techniques

1. Clarity in presentation and direction
2. Variability in materials, activities
3. Use of student ideas
4. Probing questions used for concepts, relationship and feedback
5. Language usage, spelling, diction, voice, logic (thought processes and subject presentation sequence), handwriting, ability to remain on the subject
6. Clearness and construction of printed materials - black line masters, tests, and handouts
7. Utilizes community resources

Positive Interpersonal Relations

1. Shows respect for his/her pupils
2. Criticism - positive, encouraging, supportive
3. Availability
4. Provides opportunities for all pupils to experience success
5. Personality - fairness, friendly, courteous, respectful toward students, use of praise, common sense, patience, warmth, enthusiasm
6. Discipline - individual, awareness of home problems, learning disabilities as a cause
7. Self-motivation - initiative, follow through
8. Reports to parents effectively

Organized, Structured, Class Management

1. Planning - introduction, body, conclusion
2. Curriculum - does the subject matter, presentation, activity, fit into accepted curriculum for that level, grade or course?
3. Task oriented behavior
4. Level of instruction in relation to class composition
5. Efficient use of class time
6. Adjustment of pace in accord with progress of the pupil(s)
7. Amount of work in class, and at home, in relation to maturation of students.

Intellectual Stimulation

1. The teacher is an exciting, vibrant person
2. The teacher inspires students to seek more knowledge
3. The teacher attempts to be creative
4. Tests - are they predicated on teacher objectives?
5. Grades - are they reasonable in relation to student ability?
6. Homework - does the assignment allow for review and/or expansion of subject matter? Is it relevant?

PERFORMANCE EVALUATION

Narrative: Improvement of Instruction

Heading

Name of Teacher:

Date of Employment:

Date of Pre-Evaluation Conference:

Date of Post Evaluation Conference:

Observations: Date Time/Period Subject

- 1.
- 2.
- 3.
- 4.

Performance Strengths:

(narrative)

Performance Areas of Concern:

(narrative)

Recommendation for Improvement:

(Job Targets = goals with time, how and role obligations)

(narrative)

Where a problem is cited, the teacher will be given a reasonable period of time to correct the deficiency.

Plaudits (optional)

I have received and been given an opportunity to reply in writing to this evaluation.

Teacher: _____

Date: _____

Evaluator: _____

Title: _____

Date: _____

3 copies - all signed - administrator's, teacher's, and district office

- E. The District shall, in addition to what is currently provided in the collective bargaining agreement, evaluate probationary teachers using the following form.

**EVALUATION FORM
for
Probationary Teachers**

Rating

- _____ 3 - exceeds expectations
- _____ 2 - meets expectations
- _____ 1 - below expectations (an administrative explanation must accompany this)
- _____ not observed
- _____ not applicable

Name: _____ Probationary 1/1 1/2
 Position: _____ Probationary 2/1 2/2
 School Year: _____ Probationary 3/1 3/2
 Attendance: _____ Comments: _____

I. Professional Competence and Curriculum Enrichment

- _____ A. Demonstrates knowledge of subject matter
- _____ B. Demonstrates adequate instructional planning
- _____ C. Demonstrates ability to plan and structure instruction to meet the needs of individual students
- _____ D. Demonstrates teaching techniques which show direction in terms of goals and objectives that students can understand
- _____ E. Participates in grade level, department, and curriculum meetings
- _____ F. Demonstrates adequate curriculum planning
- _____ G. Seeks professional development and keeps abreast of educational trends
- _____ H. Demonstrates appropriate use of instructional materials

II. Professional Responsibilities

- _____ A. Arrives promptly for all responsibilities
- _____ B. Carries out routine duties thoroughly
- _____ C. Monitors hallways and bathrooms
- _____ D. Maintains coordinated and purposeful lesson plan books
- _____ E. Follows administrative procedures
- _____ F. Follows administrative directives
- _____ G. Relates positively to members of the professional and support staff
- _____ H. Makes appropriate professional decisions

III. General Management

- _____ A. Motivates students
- _____ B. Maintains effective pupil relations
- _____ C. Maintains effective student control techniques
- _____ D. Maintains effective student record keeping
- _____ E. Follows Board of Education policies as they relate to duties

- _____ F. Communicates effectively with parents and community members, *i.e.* conferences, open house, newsletter articles, etc.
- _____ G. Demonstrates sensitivity to the needs of all students
- _____ H. Demonstrates sensitivity to hazardous situations
- _____ I. Supports general school-wide behavior expectations

GENERAL NARRATIVE

(The narration is not limited to the space provided hereafter)

I. Performance Areas in which teacher excels (school service, instructional, etc.):

II. Performance areas in which the teacher can improve:

A. Strategies for improvement:

III. Goals for the upcoming semester:

F. Academic Freedom

The Board and the Association recognize that the maintenance of a climate of intellectual freedom is fundamental to the learning process. Furthermore, the Board and the Association agree to take appropriate action to defend academic freedom whenever it is threatened in the district.

G. Job Security

No employee shall be dismissed, reprimanded, or deprived of any other professional advantage except for just cause. This section shall not apply to long term substitutes.

H. Vacancies

Any vacancies in unit positions and/or new positions will be posted in the three teachers' rooms in the district's buildings as soon as practicable and in no case less than two weeks prior to the initial screening.

I. Representation for Disciplinary Action

Teachers will have the right to have a local officer or representative of the Teachers' Association present in any meeting with an administrator which may lead to disciplinary action.

ARTICLE IX
Teachers' Salaries and Benefits

A. Salary Schedule

1. Teachers will be paid in accordance with the salaries set forth on Schedule A.
2. Extra duty assignments will be reflected in Schedule B and C. Placement and movement on the steps in Schedule B and C will be determined by total years of experience in a given sport in the Dundee Central School District.

B. Advanced Degrees

All teachers that hold Master's and/or Doctor's degree will receive \$600 for each above their basic salary.

C. Graduate and Inservice Hour Notification and Payment

1. Effective with the commencement of the 2004-05 school year, teachers shall receive above their base salary level \$40.00 per approved credit hour for graduate study and \$40.00 for fifteen (15) approved in-service credit hours (fifteen seat hours equals one in-service credit hour).
2. Notice of intent to take graduate hours or courses and application for salary credit will be made to the Superintendent prior to the first class session of that course. In the event a course change is necessary after the first day of the course or at the time of registration, the Superintendent shall be notified immediately of the new course and the reason for the change.
3. Credit shall be given for all graduate courses successfully completed at an accredited institution upon the notification as in 2 above. Except credit shall not be given for courses taken in areas of study other than the academic subject areas of math, English, foreign languages, science, social studies and the special subject areas of art, music, reading, speech, physical education, industrial arts, driver education, the disadvantaged, guidance counseling, nurse teaching, dental hygiene, library science, business, home economics, health education, education, and psychology.
4. An application for salary change is to be submitted to the chief school administrator at the end of the course and an original grade report must be on file within 90 days.
5. Credit shall be given for in-service courses at the discretion of the Board of Education or its representative.

D. Pay Day

Teachers pay day shall be every other Friday, or the last working day before date due when possible. The teacher shall have the option of being paid on a ten (10) month or twelve (12)

month basis. Teachers must notify the payroll clerk of their option by August 30 of each year.

E. Payment Method

Method of payment for Schedule B and C shall be pro-rated during the activity period.

F. Health Insurance

The teacher may select health insurance through: Blue Cross/Blue Shield Blue Million coverage plus full outpatient and 80-20 x-ray and \$5/\$10 drug riders or Blue Point Select coverage with a \$5/\$15/\$30 drug rider. The Board of Education will pay eighty-five percent (85%) of the Blue Cross/Blue Shield Blue Million premium or ninety percent (90%) of the Blue Point Select premium and teachers will pay fifteen percent (15%) of the Blue Cross/Blue Shield Blue Million premium or ten percent (10%) of the Blue Point Select premium. The District may consider alternate insurance programs for the employees and, with prior approval of the Association, change to such new coverage as long as the coverage is substantially equivalent to that presently provided.

G. Dental Insurance

Effective on or about September 1, 1982, the District will offer a dental insurance program equivalent to or better than the Blue Shield Smile Saver dental program, Option I (in effect as of October 28, 1981), and contribute four dollars and sixty cents (\$4.60) in 1989-90; five dollars and seventy five cents (\$5.75) in 1990-91; and seven dollars forty four cents (\$7.44) in 1991-92 per month towards the cost of an individual plan and twelve dollars (\$12.00) in 1989-90; seventeen dollars (\$17.00) in 1990-91; and twenty two dollars (\$22.00) in 1991-92 per month towards the cost of a family plan. Effective with the commencement of the 1990-91 school year, the District will offer a dental insurance program equivalent to or better than the Blue Shield Smile Saver Option IV Plan.

The District reserves the right to select the insurance carrier and/or plan.

H. Less Than Full Time Employment

Those hired on or after July 1, 1993 on a less than full time basis shall be eligible to receive proportionate supplemental benefits. The proportionate supplemental benefit shall be determined based on the unit member's working time as compared to the working time of a full time employee. Any unit member hired prior to July 1, 1993 who voluntarily seeks to have his/her working hours reduced shall be eligible to receive proportionate supplemental benefits. Teachers working on a part-time basis prior to July 1, 1993 (and receiving full time benefits) shall not suffer a loss of benefits.

I. Flexible Spending Plan

The District shall within a reasonable period of time (if practicable by April 1, 1994, or sooner) establish a flexible spending plan. The District shall pay the monthly service and start fees so long as the savings generated by the flexible spending plan to the District is equal to or greater than the total cost of the service and start up fees. The calculation for discerning such savings and costs will be made on December 31 for the following

September. Accordingly, it is understood and agreed that such plan will be of no cost to the District.

J. Direct Deposit

The Board agrees to make available direct deposit by payroll deduction for United States Savings Bonds, payroll savings plan, two credit unions, three banks, and a maximum of seven tax-sheltered annuity companies. The credit unions, banks, and tax-sheltered annuity companies shall be agreed upon within 30 days of the signing of this agreement. The Association and individual unit members agree to indemnify and hold the District and all of its agents completely harmless from any and all claims which may result from the implementation of this clause.

K. Salary Notices

Within one month of the signing of this agreement and on or before the first day of the school year, notices of expected salaries for the ensuing year will be given to all teachers.

L. Approved Summer Work

Approved summer work shall be for a full day or half day (four hours or less). Payment for a full day is one hundred twenty-five dollars (\$125.00). Payment for a half day is sixty-two and one-half dollars (\$62.50).

ARTICLE X

Association Rights

A. Use of Facilities

The Association shall have the right to use school equipment, including duplicating equipment, providing the Association reimburses the District for all supplies used. An agreement on the time, use and rate of reimbursement shall be reached by the chief school administrator and the President of the Association. A memorandum of agreement will be filed with the Secretary of the Association.

The Association may have the right to use school buildings for the purpose of conducting business. The use of such buildings will be coordinated with the Superintendent.

B. Release Time for Official Hearings and Investigations

Members of the Association who are required to appear as witnesses and petitioners for officially called hearings and investigations pertaining to negotiations, grievance processing, and/or any official business arising under the Taylor Law shall be permitted release time with full compensation.

C. Board Minutes

Three (3) copies of the minutes of the Board of Education meetings shall be distributed to the Association representative for posting as soon as prepared, typed and duplicated.

D. Professional Practices Group

Five (5) members of the Dundee Teachers' Association shall be selected by the Executive Committee of the Dundee Teachers' Association with the Superintendent and shall have the right to meet at regular intervals (and in emergency situations) with the High School or Elementary Principal and Superintendent to discuss, and act upon, matters of mutual concern.

E. Dues Deduction

The Board of Education agrees to deduct monies from the salary of employees who have authorized the payment of dues to the Dundee Teachers' Association, and to transmit such monies thus deducted to the treasurer of the Dundee Teachers' Association.

Authorization for such deductions shall be in writing on a form provided by the Association, signed by the individual and placed on file. This authorization shall be considered a permanent authorization for the deduction of Association dues for the duration of the individual's employment in the District unless the individual notifies the Board in writing between September 1 and September 15 that he/she no longer wishes dues to be deducted. The authorization shall provide for the fluctuation of the total amount to be deducted in subsequent years because of dues increases or decreases. The Association shall submit a list of members, in alphabetical order by High School, Elementary, and Kindergarten, for whom dues shall be deducted and authorization cards for those who do

not have cards on file. Deductions will commence with the second paycheck and shall continue in equal installments for 20 payrolls coinciding with the remaining pay periods in the fiscal year.

Employees new to the district and those employees currently employed in the district who sign dues deduction authorization cards after the beginning of the school year shall have said dues deducted from their salaries in equal installments coinciding with the remaining pay periods in the fiscal year commencing with a pay period which falls within twenty-one (21) calendar days from the date of the signed authorization (General Municipal Law, Ch. 93-B).

F. Non-Discrimination for Association Membership

No teacher shall suffer any professional disadvantage by reason of his/her membership in the Association or participation in its lawful activities.

G. District Personnel Policies

The Association will be provided with copies of the school district personnel policies, rules and regulations.

H. Notification of Association Officers

As soon as possible after their election, the Association will notify the Administration of the names of the incoming officers.

ARTICLE XI
Leaves of Absence

A. Sick Leave

Teachers shall be entitled to twelve (12) days of sick leave for the school year with full pay for the illness of the teacher, or immediate family.

1. Accrued days of sick leave shall be cumulative to 220 days (2004-05 cumulative to 222 days, 2005-06 cumulative to 224 days, 2006-07 cumulative to 226 days, and 2007-08 cumulative to 228 days).
2. The Board of Education agrees to pay at the rate of 1/200th of the final year's salary up to the full value of unused sick leave to pay the cost of the hospitalization plan of the teacher upon retirement.

In case of the death of a teacher with a remaining value of unused sick days, the Board of Education agrees to continue to pay the cost of the hospitalization plan of the teacher's surviving spouse until the full value of the deceased's unused sick leave is exhausted.

In a case where both spouses are employed by the Dundee Central School District and have accrued sick leave accounts, each will use their account separately. In the event of a spouse's death, the survivor shall have the right to 100% of the deceased's remaining value of unused sick days.

3. Teachers who have accumulated 220 unused sick days (2004-05 – 222 unused sick days; 2005-06 – 224 unused sick days; 2006-07 – 226 unused sick days; 2007-08 – 228 unused sick days) toward the cost of the hospitalization plan upon retirement may accumulate up to an additional 22 unused sick days for absence and the payment for unused sick days purposes only. The maximum accumulation of 228 unused sick days (2004-05 – 222 unused sick days; 2005-06 – 224 unused sick days; 2006-07 – 226 unused sick days; 2007-08 – 228 unused sick days) toward the cost of the hospitalization plan upon retirement remains at 228 unused sick days.

B. Sick Leave Bank

Effective as of September 1, 1980, the District shall establish a sick leave bank with the intent of protecting bargaining unit members from financial burden due to serious illness, injury or hardship.

Each member of the bargaining unit shall have the opportunity to elect to participate in the sick leave bank by filing a signed authorization statement with the Business Office no later than October 1 of each year.

At no time will the number of days held in the bank exceed a total of 150. A teacher who elects to participate shall contribute two (2) days during their first year of participation. In

subsequent years, teachers may be asked to contribute those days necessary to bring the number of days to the maximum allowable. Days not used will be carried to the following year.

Only active members of the bank may withdraw days. A member may not withdraw days from the bank until his/her own accumulated sick leave is depleted. In any case, the participant must have been absent for 20 consecutive days prior to the commencement of sick leave bank benefits.

Upon retirement or withdrawal of the sick leave bank, a bargaining unit employee shall forfeit sick leave days previously contributed to the sick leave bank.

A committee consisting of two (2) teachers appointed by the Dundee Teachers' Association's President and two (2) members appointed by the Superintendent shall administer the bank. The committee shall establish procedures for application and administration of the sick leave bank. The sick leave bank committee may convene after a unit member has used ninety (90) sick leave bank days to review the unit member's continued use of sick leave bank days.

The committee may in unusual circumstances request additional voluntary contributions during the school year.

C. Maternity Leave

1. The exit date for unit members taking a childbearing leave shall be determined solely by the unit member's physical ability to perform her duties. Such date shall be made at the joint determination of the unit member and her physician. The District shall be given reasonable notice of such date. Childbearing leave shall be covered under the sick leave provisions of this agreement.
2. Notwithstanding the original term of the leave, the unit member may return to her employment duties after 30 days notice at her option after she has been judged physically able to so return. This determination shall be made jointly by the unit member and her physician.
3. All benefits, including but not limited to sick leave, which under the terms of this agreement, law, tradition, past practice, or school board policy shall accrue to members of the unit on childbearing leave.
4. If a unit member, as a result of a childbearing leave, desires a child rearing leave, application should be made at the same time as the childbearing leave.

D. Parental Leave

A leave of absence without pay shall be granted to a teacher for the purpose of rearing a child under the provisions of an extended leave. Increments on the salary schedule will not be allowed during this leave, but will resume upon reinstatement.

E. Sabbatical Leave

After seven (7) years or more of service, a one year leave of absence may be granted under the following guidelines:

1. Recipient to have permanent certification.
2. Requests for sabbatical leave must be submitted by January 30. If approved, the leave will commence the following July 1.
3. A sabbatical plan to be submitted, including course plan and number of hours.
4. A report of the leave to be given to the Board at the end of the semester and also upon return. If the report is not received within 30 days after the end of the semester, or if unacceptable, sabbatical will be canceled.
5. Salary to be figured on half pay for a full year.
6. The unit member who takes a sabbatical leave for one full year will be obligated to return and remain in active employment for the District for five full years. In the event the unit member resigns from employment prior to completion of five full years, he/she shall refund the salary paid during the sabbatical leave as the unexpired proportion relates to the two years.
7. Increments on the salary schedule will not accrue for the period the teacher is on a sabbatical leave. For salary purposes, the sabbatical leave shall be treated as an unpaid leave.
8. A Sabbatical Leave Committee will be established as soon as feasible. The Committee, which will consist of two teachers appointed by the Dundee Teachers' Association President and two individuals appointed by the Superintendent, may review sabbatical leave requests and make recommendations for approval/disapproval. Any recommendation for approval must be submitted to the Board of Education for final approval/disapproval.

F. Extended Sick Leave

Only teachers whose personal illness extended beyond the period of accumulated sick leave will be granted a leave of absence for such time as is necessary for complete recovery up to a maximum of three (3) years without loss of tenure rights or the rights of teachers in Article VIII.

G. Personal Leave

1. Each bargaining unit member shall be granted up to three (3) days personal leave per year. The teacher shall not be required to give a reason in order to use a personal day. Unused personal days will be transferred to accrued sick leave at the end of the year.

2. Up to three bargaining unit members from each building based upon a “first come, first served” basis will be allowed to use a personal day on the first day of deer hunting season, and directly before or directly after a holiday or vacation period.

H. Professional Leave

Each teacher is entitled with the approval of the chief administrator to leave with full pay for the following:

1. Visiting other schools.
2. As an Association representative, to attend the New York State United Teachers’ and/or American Federation of Teachers’ conferences and conventions and New York State Teachers’ Retirement Board and conventions.
3. Attending Board of Education approved educational meetings and conferences, expenses to be defrayed by the school district. The number of personnel attending shall be determined by the administration and departmental chairman. A report shall be submitted to the Board at the Board meeting next following the conference.

I. Legal Proceedings and Jury Duty

Appearance in any legal proceeding involving self, including jury duty; however, pay for jury duty is to be remitted to the District.

J. Bereavement Leave

Up to three days may be used for bereavement purposes to accommodate the death of an immediate family member. Immediate family is defined as a parent, grandparent, spouse, child or sibling. Up to two days of bereavement leave will be allowed for the death of a unit member’s mother-in-law or father-in-law. Extra bereavement leave may be taken out of the unit member’s available personal leave. Arrangements for such leave will be made through the unit member’s immediate supervisor.

K. Extended Leave

A leave of absence without pay up to two (2) years will be granted to any teacher who engages in Association activities (local, state, and national), political activities and educational activities, such as Exchange Teacher Programs (national or international), Peace Corps, VISTA or other programs. Request for an extended leave must be submitted by January 30. If approved, the leave will commence the following July 1. Notification to return to active employment must be made on or before May 1. Return shall be effective the following July 1.

L. Returning From Leave

All teachers returning from leave shall be reinstated with no reduction of rights or privileges.

M. Long Term Substitutes

Long term substitutes shall only be eligible to use on a pro-rated basis based upon the time they are employed personal leave and sick leave (excluding sick leave bank) during the duration of their employment. These days are not cumulative.

ARTICLE XII

Local Retirement Incentive

A. School Years

2004-2005

Age - 55 years by August 31, 2005.

Years of Service - at least 15 years for the Dundee Central School District.

2005-2006

Age - 55 years by August 31, 2006.

Years of Service - at least 15 years for the Dundee Central School District.

2006-2007

Age - 55 years by August 31, 2007.

Years of Service - at least 15 years for the Dundee Central School District.

2007-2008

Age - 55 years by August 31, 2008.

Years of Service - at least 15 years for the Dundee Central School District.

B. Irrevocable Letter of Resignation

All unit members who became eligible for the local retirement incentive during the 2004-05 school year and who wish to apply for the local retirement incentive, must submit an irrevocable letter of resignation to the Superintendent no later than the last Friday in January, 2005. If such unit member fails to submit an irrevocable letter of resignation, the unit member will no longer be eligible for the incentive.

If the unit member first becomes eligible for the incentive during the 2005-06 school year, he/she must submit an irrevocable letter of resignation to be received in the office of the Superintendent by the close of business on the last Friday in January 2006. If such unit member does not submit an irrevocable letter of resignation when first eligible, then he/she will no longer be eligible for the retirement incentive.

If the unit member first becomes eligible for the incentive during the 2006-07 school year, he/she must submit an irrevocable letter of resignation to be received in the office of the Superintendent by the close of business on the last Friday in January 2007. If such unit member does not submit an irrevocable letter of resignation when first eligible, then he/she will no longer be eligible for the retirement incentive.

If the unit member first becomes eligible for the incentive during the 2007-08 school year, he/she must submit an irrevocable letter of resignation to be received in the office of the Superintendent by the close of business on the last Friday in January 2008. If such unit member does not submit an irrevocable letter of resignation when first eligible, then he/she will no longer be eligible for the retirement incentive.

C. Effective Date of Resignation

The irrevocable letter of resignation as provided above shall state when such resignation shall be effective. A resigning employee may elect to work:

1. Three consecutive semesters (spring, fall, and spring); or
2. One more semester (spring)

D. Incentive

A five thousand dollar (\$5,000) balloon payment plus fifty dollars (\$50) per day for each accumulated, but unused sick day up to the maximum contractual cap of two hundred twenty-eight (228) unused sick days [2004-05 cap of two hundred twenty-two (222) unused sick days; 2005-06 cap of two hundred twenty-four (224) unused sick days; 2006-07 cap of two hundred twenty-six (226) unused sick days; 2007-08 cap of two hundred twenty-eight (228) unused sick days]. The calculation of sick days shall be made as of June 30 in the school year when the letter of resignation was received.

E. Options

1. If a unit member elects to resign pursuant to C. Effective Date of Resignation, subsection 1, the payment for unused sick days and the balloon payment will be incorporated into his/her final year's salary. The calculation of sick days shall be made as of June 30 in the school year when the letter of resignation was received. During the final year of employment, teachers are eligible to receive up to one half (1/2) sick day for each year of service in the Dundee Central School District. In no event, however, will the employee receive more than twelve sick days in his/her final year of employment. If the teacher uses more sick days than he or she is entitled to use in the final year of employment, the following will be implemented:
 - a. The District shall deduct fifty-dollars (\$50) for each sick day used in excess of the number of sick days appropriated for the final year of unemployment.
 - b. In the event a retiring unit member suffers a catastrophic illness in the final year of unemployment which requires him/her to use forty-five (45) sick days or more of accumulated sick days, then such loss in excess of forty-five (45) sick days will not be deducted pursuant to subsection 1.a. above.
 - c. The extra sick days allocated for the final year of employment will not be incorporated into the balloon payment.
2. If a unit member elects to resign pursuant to C. Effective Date of Resignation, subsection 2, he/she shall receive the balloon and sick day accumulation payment in

the month of November of the calendar year when the letter of resignation was received.

F. Other Retirement Incentive Plans

In the event the State of New York offers a retirement incentive which is approved by the Dundee Central School District Board of Education for implementation in the District, the unit member who elected to participate in the Local Retirement Incentive may choose to participate in the Local Retirement Incentive or the incentive plan offered by the State and approved by the Board of Education. In no event will the unit member be eligible to participate in both plans, and in no event will the unit member be allowed to withdraw his or her irrevocable letter of resignation.

ARTICLE XIII

Grievance Procedure

A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the school, it is the purpose of the procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers without coercion, interference, restraint, discrimination or reprisal which affect these terms and conditions of employment.

B. Definitions

1. A grievance shall mean any claim by a teacher or group of teachers in the negotiating unit based upon any event or condition affecting their terms and conditions of employment.
2. Association shall mean the Dundee Teachers' Association.
3. Aggrieved party shall mean any person or group of persons in the Dundee Teachers' Association or negotiating unit.
4. Grievance committee shall be designated by the Dundee Teachers' Association.
5. Supervisor shall mean the elementary principal and high school principal.

C. Procedure

1. **Time Limits:** A grievance shall not be initiated later than 30 school days after the grievant becomes aware of the event or should have known of the event constituting the alleged grievance.
 2. **Aggrieved Party:** All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement and its policies, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions and the general nature of the grievance and the redress sought by the aggrieved party.
- D. Before submission of a written grievance, there must be an attempt to resolve the problem informally with the immediate supervisor.
1. **Level One:** If the grievance cannot be resolved informally, the grievant or grievants will file the grievance in writing through the Association with the supervisor. The supervisor may request a meeting with the parties concerned before rendering a decision. A determination in writing shall be made by the supervisor within five (5) business days of receipt of the grievance with a copy of the determination being sent to the Association.

2. Level Two: If the aggrieved party and the Association are not satisfied with the disposition of the grievance at level one, the decision may be appealed by submitting it in writing to the Superintendent within ten (10) business days. The Superintendent shall meet with the grievant or grievants and make his/her determination in writing within ten (10) business days of said meeting.
3. Level Three: If the aggrieved and the Association are not satisfied with the decision at level two, the decision may be appealed by submitting an appeal in writing with the Board of Education within fifteen (15) business days of receipt of the level two decision. The Board of Education will meet with the aggrieved and the Association representative(s) within fifteen (15) business days. Within ten (10) business days after that meeting, the Board of Education will issue its determination in writing to the aggrieved and the Association.
4. Level Four: If the aggrieved and the Association are not satisfied with the decision at level three, the Association may notify the Board of Education within fifteen (15) business days that it plans to submit the grievance to arbitration. The Association must actually file for arbitration within the foregoing fifteen (15) business days if it desires to go to arbitration.
 - a. The parties will then be bound by the rules and procedures of the American Arbitration Association.
 - b. The selected arbitrator will hear the matter promptly and issue his/her decision not later than fourteen (14) business days from the close of hearings. The arbitrator's decision will be in writing, setting forth his findings, facts, reasoning, and conclusions on the issues. These copies will be given to the aggrieved parties, the Dundee Teachers' Association and the Board of Education.
 - c. The decisions of the arbitrator shall be final and binding upon all parties.
 - d. The costs of the service of the arbitrator shall be borne equally by the Board and the Association.

E. General Provisions

1. If in the judgment the grievance affects a group of teachers or the rights of the Association, the Association shall have the right to file the grievance on its own initiative.
2. If the grievance affects teachers at both elementary and secondary level, it may be filed at level two.
3. All documentation, communications and records resulting from the grievance will be filed separately from the personnel files of the participants.
4. The grievant or grievants may elect to have a representative present at all levels of the grievance procedure.

5. If a grievance proceeds into the summer vacation, the term business days shall be interpreted as work days.

ARTICLE XIV
Terms and Conditions of Employment for Teacher Assistants

1. The teacher assistants shall have the same work day (starting and quitting time) and work calendar as the teachers. The assistants shall have one fifteen (15) minute preparation period during each full work day.
2. Effective July 1, 1993 teacher assistants shall be hired at a wage rate equivalent to fifty percent (50%) of the starting rate for teachers. Teacher assistants shall for each year of completed working service move up on salary step on the teacher salary schedule and receive fifty percent (50%) of that step as compensation.
3. Number two above applies to teacher assistants hired prior to July 1, 2004. Teacher assistants hired on or after July 1, 2004 shall be compensated as follows in 2004-2005:

2004-2005

Level 1	\$12,150
Level 2	\$12,825
Level 3	\$13,000
Level 4	\$16,579

Level 1-3 based on 6 3/4 hours per day x 200 days = 1,350 hours per year. Level 1, \$9.00 per hour; Level 2, \$9.50 per hour; Level 3, \$10.00 per hour.

Level 1 (High School Diploma – passing examination score) \$9.00 per hour

Level 2 (High School Diploma – passing examination score – 6 completed course hours toward a baccalaureate degree) \$9.50 per hour

Level 3 (High School Diploma – passing examination score – 18 completed course hours toward a baccalaureate degree) \$10.00 per hour

Level 4 (High School Diploma – passing examination score – more than 18 course hours toward a baccalaureate degree) shall be hired at a wage rate equivalent to fifty percent (50%) of the starting rate for teachers. Level 4 Teaching Assistants shall for each year of completed working service move up on a salary step on the teacher salary schedule and receive fifty percent (50%) of that step as compensation.

The rates provided above for Levels 1, 2 and 3 shall be increased after 2004-05 commensurate with the general wage increases for teachers in each year of the contract.

4. The District's contribution to the health and dental insurance premiums for teacher assistants shall be sixty percent (60%) of such premium for any assistant who elects insurance coverage.
5. The District shall pay fifty percent (50%) of college courses or workshops which are related to the teacher assistant's instructional assignment. In order to be eligible for such payment, the assistant must make and receive prior approval from the Superintendent. The assistant must also successfully complete the workshop or college course.

DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2004 and shall continue in effect through June 30, 2008.

The parties agree that all items contained herein have been fully negotiated and cannot be changed, altered, added to, or amended without the written consent of both parties. If alteration is so desired, a meeting shall be called within a period of no more than ten (10) days after the mutual consent of both parties involved.

The parties further agree that all other terms and conditions of employment not contained herein or altered by this agreement shall remain in full force and effect.

ASSOCIATION

DISTRICT

Maurit Genevieve Wolvert

Joseph Zmar

Dated this 30th day of November, 2004.

Schedule A
July 1, 2004 - June 30, 2008

<u>Level</u>	<u>2004-05 Base Salary</u>	<u>2005-06 Base Salary</u>	<u>2006-07 Base Salary</u>	<u>2007-08 Base Salary</u>
1	33,157	To Be Determined	To Be Determined	To be Determined
2	33,837			
3	34,542			
4	35,628			
5	35,751			
6	36,253			
7	36,759			
8	37,283			
9	37,825			
10	38,386			
11	38,965			
12	39,566			
13	40,463			
14	41,238			

Notes:

1. Wages for 2005-06 (on base schedule determination)
Each returning teacher shall receive (including step increment) a base wage increase of three and one-half percent (3.5%) or FTE pro-ration thereof. (Newly hired teachers at Step 1 shall receive the compensation set forward in Step 1 in the year the teacher was hired). (Base wage as defined herein is exclusive of the payment for graduate hours and a Master's Degree).

If the average of the New York-Northeastern New Jersey and United States Cities Consumer Price Indices (CPI-U) for January 2004 to January 2005 exceeds three and one-half percent (3.5%), then an adjustment to the three and one-half percent (3.5%) base wage increase shall be made as follows:
 - a. If the January 2004 to January 2005 average of the New York-Northeastern New Jersey and United States Cities Consumer Price Indices (CPI-U) is more than three and one-half percent (3.5%), then an adjustment will be made providing for a base wage increase (including step increment) equivalent to the average Consumer Price Index.

2. Wages for 2006-07 (on base schedule determination)
Each returning teacher shall receive (including step increment) a base wage increase of three and one-half percent (3.5%) or FTE pro-ration thereof. (Newly hired teachers at Step 1 shall receive the compensation set forward in Step 1 in the year the teacher was

hired). (Base wage as defined herein is exclusive of the payment for graduate hours and a Master's Degree).

If the average of the New York-Northeastern New Jersey and United States Cities Consumer Price Indices (CPI-U) for January 2005 to January 2006 exceeds three and one-half percent (3.5%), then an adjustment to the three and one-half percent (3.5%) base wage increase shall be made as follows:

- a. If the January 2005 to January 2006 average of the New York-Northeastern New Jersey and United States Cities Consumer Price Indices (CPI-U) is more than three and one-half percent (3.5%), then an adjustment will be made providing for a base wage increase (including step increment) equivalent to the average Consumer Price Index.

3. Wages for 2007-08 (on base schedule determination)

Each returning teacher shall receive (including step increment) a base wage increase of three and one-half percent (3.5%) or FTE pro-ration thereof. (Newly hired teachers at Step 1 shall receive the compensation set forward in Step 1 in the year the teacher was hired). (Base wage as defined herein is exclusive of the payment for graduate hours and a Master's Degree).

If the average of the New York-Northeastern New Jersey and United States Cities Consumer Price Indices (CPI-U) for January 2006 to January 2007 exceeds three and one-half percent (3.5%), then an adjustment to the three and one-half percent (3.5%) base wage increase shall be made as follows:

- a. If the January 2006 to January 2007 average of the New York-Northeastern New Jersey and United States Cities Consumer Price Indices (CPI-U) is more than three and one-half percent (3.5%), then an adjustment will be made providing for a base wage increase (including step increment) equivalent to the average Consumer Price Index.

4. Earned Master's Degree: \$600

Added to Proper Level for each Master's earned. Doctorate degree shall also add \$600 to proper level.

5. Graduate Level

Effective with the commencement of the 2004-05 school year, teachers shall receive above their base salary level \$40.00 per approved credit hour for graduate study and approved in-service credit.

6. Off base schedule determination

2004-05; add 3.5% to the base salary of the previous year. Total salary to then be adjusted for credit hours and degrees.

2005-06; add (to be determined) to the base salary of the previous year. Total salary to then be adjusted for credit hours and degrees.

2006-07; add (to be determined) to the base salary of the previous year. Total salary to then be adjusted for credit hours and degrees.

2007-08; add (to be determined) to the base salary of the previous year. Total salary to then be adjusted for credit hours and degrees.

7. Payment for Unused Sick Days

Each teacher shall receive three dollars (\$3.00) for each accumulated unused sick day as of July 1, 2004 for the 2004-05 school year. Payment will be made through the regular paychecks.

Each teacher shall receive three dollars (\$3.00) for each accumulated unused sick day as of July 1, 2005 for the 2005-06 school year. Payment will be made through the regular paychecks.

Each teacher shall receive three dollars (\$3.00) for each accumulated unused sick day as of July 1, 2006 for the 2006-07 school year. Payment will be made through the regular paychecks.

Each teacher shall receive three dollars (\$3.00) for each accumulated unused sick day as of July 1, 2007 for the 2007-08 school year. Payment will be made through the regular paychecks.

The foregoing payment for unused sick days is not cumulative from school year to school year. For example, the payment for unused sick days in the 2006-07 school year is three dollars (\$3.00) per day not nine dollars (\$9.00) per day.

Unless negotiated otherwise, each teacher shall receive three dollars (\$3.00) for each accumulated unused sick day as of July 1, 2007 for the 2007-08 school year. Payment will be made through the regular paychecks.

The provisions of this section and the payment for accumulated unused sick days, unless negotiated otherwise, will end on June 30, 2008. Therefore, the failure of the District to continue the provisions of this section and continue the payment for accumulated unused sick days beyond June 30, 2008 shall not constitute an improper labor practice under section 209a.1(e) or any other section of the Taylor Law.

8. School Psychologists

School Psychologists to receive an additional salary premium of \$2,000 per year.

9. Guidance Counselors

Guidance Counselors shall work thirteen (13) days during the summer and be compensated at one two hundredth (1/200) of the regular compensation (base pay plus compensation for graduate hours) for each working day. Five (5) of the thirteen (13) working days will be scheduled immediately after the academic school year ends and before teachers return for the next academic school year. Three (3) of the thirteen (13) working days will be scheduled in consultation with the Junior/Senior High School Principal.

Schedule B
Extra Duty Assignments

After the 2004-05 school year, the rates in Schedule B shall be increased commensurate with the general wage increases for teachers in each year of the contract. The parties shall meet to discuss the possibility of making any future changes in the schedule.

**Schedule
B
2004-05 Extra Duty Assignments**

	2004-05 Step 1	2004-05 Step 2	2004-05 Step 3	2004-05 Step 4	2004-05 Step 5
Varsity Football	3760	3876	3995	4118	4245
Asst. Varsity Football	2715	2797	2881	2968	3057
JV Football	2381	2451	2524	2599	2677
Asst. JV Football	1965	2022	2081	2142	2205
Modified Football	2101	2163	2226	2292	2360
Asst. Modified Football	1739	1789	1840	1893	1948
Field Hockey	2368	2438	2511	2585	2663
Girls Tennis	1965	2022	2081	2142	2205
Boys Tennis	1965	2022	2081	2142	2205
Varsity Boys Soccer	3280	3380	3483	3590	3700
JV Boys Soccer	2013	2072	2132	2195	2259
Modified Boys Soccer	1482	1524	1566	1610	1656
Varsity Girls Soccer	3280	3380	3483	3590	3700
JV Girls Soccer	2013	2072	2132	2195	2259
Modified Girls Soccer	1482	1524	1566	1610	1656
Varsity Girls Volleyball	3280	3380	3483	3590	3700
JV Girls Volleyball	2013	2072	2132	2195	2259
Modified Volleyball	1482	1524	1566	1610	1656
Varsity Wrestling	3760	3876	3995	4118	4245
JV Wrestling	2668	2748	2831	2916	3004
Boys Bowling	1847	1901	1956	2013	2071
Girls Bowling	1847	1901	1956	2013	2071
Boys Varsity Basketball	3760	3876	3995	4118	4245
Boys JV Basketball	2668	2748	2831	2916	3004
Boys Modified Basketball	1482	1524	1566	1610	1656
Girls Varsity Basketball	3760	3876	3995	4118	4245
Girls JV Basketball	2668	2748	2831	2916	3004
Girls Modified Basketball	1482	1524	1566	1610	1656
Fall Cheerleading	2681	2948	3037	3129	3224
Winter Cheerleading	3105	3199	3297	3397	3501

BOYS TRACK	3280	3380	3483	3590	3700
GIRLS TRACK	3280	3380	3483	3590	3700
ASSISTANT TRACK	2013	2072	2132	2195	2259
MODIFIED TRACK	1482	1524	1566	1610	1656
VARSITY BASEBALL	3280	3380	3483	3590	3700
JV BASEBALL	2013	2072	2132	2195	2259
MODIFIED BASEBALL	1482	1524	1566	1610	1656
VARSITY SOFTBALL	3280	3380	3483	3590	3700
JV SOFTBALL	2013	2072	2132	2195	2259
MODIFIED SOFTBALL	1482	1524	1566	1610	1656

Schedule C
Extra Duty Assignments

After the 2004-05 school year, the rates in Schedule C shall be increased commensurate with the general wage increases for teachers in each year of the contract. The parties shall meet to discuss the possibility of making any future changes in the schedule.

Schedule C

Extra Duty Assignments

	2004-05
Class Advisor 12	2554
Class Advisor 11	2005
Class Advisor 10	1518
Class Advisor 9	1518
Class Advisor 8	470
Class Advisor 7	470
Yearbook - Literary	1518
Yearbook - Financial	1518
Marching Band	2743
Jazz Band	2004
Jr. High Jazz Band	1002
Symphonic Steel Band	4828
Color Guard	2253
Jr/Sr. High School Play	1915
Director of Musical	2588
Elem. Play Director	1915
Musical Director, Drama	677
Oratorical Coach	753
FHA Advisor	753
Director of Student Activities	1559
Coord. Of Pupil Services	1975
Elem. ELA Coordinator	1975
Adult Ed Coord. (per sem)	949
Chairperson:	
Math	1975
Music	1975
Social Studies	1975
Languages	1975
Science/Technology	1975
Physical Education	1975
Elementary Science	1975

Athletic Director	5149
National Honor Society	394
Student Council	394
Elem Student Council	263
Media Club	656
Little Lady Scots Bball Club	475
Morning Supervisors*	1030
Natural Helpers Coord.	736

*Morning Supervisors

The District may establish up to eight morning supervisors each school year. The positions will be filled by volunteers. If, however, there is an insufficient number of volunteers, the DTA will fill the remaining open positions by randomly drawing teacher names. The DTA will establish the method in which four elementary and four junior-senior high teachers are selected. The provisions of this section, unless negotiated otherwise, will end on June 30, 2008. Therefore, the failure to continue the provisions of this section beyond June 30, 2008, shall not constitute an improper labor practice under section 209a.1(e) or any other section of the Taylor Law.