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TA/4655

INSTRUCTIONAL NEGOTIATING UNIT AGREEMENT

BETWEEN

**BROCTON CENTRAL SCHOOL
SUPERINTENDENT OF SCHOOLS
BROCTON CENTRAL SCHOOL DISTRICT
BROCTON, NEW YORK**

AND

**THE BROCTON TEACHERS' ASSOCIATION
BROCTON CENTRAL SCHOOL DISTRICT
BROCTON, NEW YORK**

JULY 1, 2003 TO JUNE 30, 2008

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

DEC 28 2005

ADMINISTRATION

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ARTICLE 1—CONCERNING THIS AGREEMENT

1.1 Recognition Clause.

THIS AGREEMENT is effective the first day of July, 2003, by and between the Superintendent and Brocton Teachers' Association, #2521, duly recognized exclusive bargaining agent of the instructional negotiating unit, which unit includes all teaching personnel except administrators, hereinafter referred to as the Association.

1.2 **Definitions.** The term teacher, teaching assistant, or employee as used in the Agreement shall mean any member of the bargaining unit as defined above.

1.3 **Savings Clause.** This Agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

1.4 Approval by Legislative Body.

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.

1.5 **Supersede.** This Agreement supersedes any rules, regulations, and/or practices of the Board and the Administration, which shall be contrary to or inconsistent with its terms.

ARTICLE 2—COMPENSATION

2.1 **2003-2007 Salary Data.** For the year 2003-2004, the teachers shall be paid according to the salary schedule as shown in Appendix A, for 2004-2005 as shown in Appendix B, for 2005-2006 as shown in Appendix C, for 2006-2007 as shown in Appendix D and for 2007-2008 as shown in Appendix E. Teacher Assistants shall be paid according to the salary schedule as shown in Appendix I.

2.1.1 **Graduate Hours.** In the 2002-2003 school year and thereafter, additional hours will be paid at the rate of seventy dollars (\$70) per each credit hour and limited to a total of sixty (60) hours for each individual. Any hours for which payment is to be made shall be from an accredited institution of higher learning recognized by the State Education Department. Correspondence courses must have prior approval by the Superintendent.

2.1.2 **Masters Degree Stipend.** Effective July 1, 1991, teachers with a Masters Degree shall receive a stipend of six hundred (\$600.00) dollars.

2.1.3 **Driver Education & Guidance.** Driver education teachers, the guidance counselor and summer kindergarten screening teacher shall be paid at the rate of 1/200th of their teaching salary per day of summer school work.

2.1.4 Curriculum. Teachers hired with prior approval to engage in curriculum work, shall be paid according to Appendix K, for all such work done outside of the regular school day. The teacher shall submit a proposal of the work and maximum time involved.

2.1.5 In-service Credit. In-service credit which is received without cost to the District shall be paid as graduate credit hours in blocks of fifteen (15) class hours. In-service courses shall require prior approval from the Superintendent.

2.1.6 Proctoring and/or Grading Of NYS Mandated Exams.

This section is intended to enable the District to fulfill its commitments in implementing the new state standards and assessments in view of the work day and work year restrictions contained in this Agreement and shall apply only to meeting those commitments.

Selection of all unit members for the training and grading of state exams shall be done by the District, in consultation with the Association, and in accordance with NYS Education Department regulations.

If for the purpose of training and/or scoring of the new state assessments or other related exams, a bargaining unit member is required to work beyond his/her negotiated work day or work year, or is to travel by his/her own means to a designated training/scoring site, the following compensation shall be provided in addition to the member's normal salary.

Any bargaining unit member who is required to travel to a work site different than his/her normal work site will be offered transportation provided by the District. If such transportation is unavailable and the distance exceeds the employee's normal daily commuting distance, he/she shall be paid mileage commensurate with the current Board set rate for the use of his/her own vehicle for that distance.

The District shall be permitted to change the normally-scheduled start of the work day of any bargaining unit member who is required to proctor and/or grade New York State Mandated examinations in order to coordinate the unit member's schedule with the exam schedule. If, notwithstanding this schedule change, the unit member is required to work more than the normal number of total daily work hours, the member will be compensated at an hourly rate equal to 0.15 multiplied by the index value on Appendix K for each hour, or part of an hour, in excess of the normal workday.

Any bargaining unit member who is required to work beyond the normal work year shall be compensated at a rate equal to one/two-hundredth (1/200) of his/her current negotiated salary, for each day in excess of the work year. Hours worked in excess of a normal workday shall be paid at an hourly rate, as established in the preceding paragraph, for all hours or part of an hour worked.

A bargaining unit member shall not be required to work on Saturday, Sunday, a holiday or holiday period unless the member agrees to do so, at which time the preceding compensation formulas shall be used.

The Association and the District recognize that should modifications of these provisions become necessary in order to comply with the laws and regulations of New York State, they will be modified only to the extent necessary to bring them into compliance. All other provisions shall remain in effect until and unless mutually modified by the parties.

2.2 Payroll Schedule. Employees shall have the option of being paid in twenty-six (26) paychecks for the school year instead of the normal twenty-one (21) paychecks. Employees opting for twenty-six (26) paychecks shall set forth their designation in writing to the District's Business Office before August 1st of each school year. Failure to provide any documentation will result in no change from the prior year. New Hires will be provided the option of either system on a prorated basis if appropriate. At the beginning of each school year the District shall distribute to each employee in a manner of its choosing a schedule of payroll dates for the entire school year.

2.3 Chaperoning. Chaperoning of games/events shall be on a paid basis. A minimum of one (1) to three (3) identified teacher chaperones from a pool of at least ten (10) volunteers shall do games/events, as determined by the District. The Association shall submit this list of names to the Superintendent on or before August 1st. An attempt will be made to make assignments on an equal basis.

Chaperones shall be under the supervision of the principal that is responsible for that game/event.

Chaperones shall receive instruction from the principal responsible for the game/event.

Chaperones shall be paid according to the extra-curricular salary schedule.

2.3.1 Tutoring. Tutors in programs outside normal instructional time within the building shall consist of up to ten (10) teachers. The Association shall submit this list of names to the Superintendent on or before September 1. An attempt will be made to make assignments on an equal basis. People already in the program will be given first priority for the succeeding year. Any new programs will be negotiated and mutually agreed upon. The teachers shall be paid per hour for all work done outside the regular school day as per Appendix K.

2.3.2 After School Detention. The after school student detention program shall consist of a team of up to three (3) teachers. The Association shall submit the list of names to the Superintendent on or before September 1. An attempt will be made to make assignments on an equal basis. Those people already in such positions shall be given preference for filling positions for the succeeding year. The teachers shall be paid according to Appendix F (Extra Curricular) for each fifty-five (55) minute session.

2.3.3 Tutoring Outside School. Tutors of students who are disabled due to illness or injury and are helped outside the building shall consist of a group of up to ten (10) teachers. The Association shall submit the list of names to the Superintendent on or before September 1. An attempt will be made to make assignments on an equal basis. Those people already in such programs shall be given preference for filling positions for the succeeding year. The teachers shall be paid per hour for all work done outside the regular school day as per Appendix K.

2.4 Extracurricular Coach/Advisor. Appointments to fill the positions as advisor or coach for the various extra-curricular activities listed in the Appendices attached hereto shall be voluntary and made upon the recommendation of the High School Principal or Elementary Principal to the Superintendent with the approval of the Board. The District agrees that in the future, any qualified BTA member will be hired before any non-BTA member for any extra-curricular or coaching position.

Those teachers who filled the positions the previous year will have consideration in subsequent appointments to the same position.

Appointments and the distribution of notices for positions shall be made by October 1st of the current school year by the Board of Education, except for the athletic director, football coaches, assistants, and cheerleading advisor, whose appointments shall be made by August 1st. Persons filling the extra-curricular and coaching positions shall have the following payment options:

- (a.) lump sum payment following the completion of the duties involved; or
- (b.) one-half (1/2) payment at a point half-way through the performance of the duties involved, and one-half (1/2) payment following the completion of the duties.

Payment shall be made according to the Appendices attached hereto.

Duties of advisors shall include scheduling of events, supervision of social functions, transportation requests, where appropriate, supervision of the ticket sales, chaperones, classroom condition, all clerical work, including accounts, ordering, payment of dues, bills, awards, news releases, public relations subject to administrative approval, and all other pertinent details.

2.5 Retirement. Any teacher who retires from Brocton Central School with at least twelve (12) years of service to the District shall receive 1/200th of his/her annual salary times forty (40%) percent of the total accumulated sick days as of the last day of school. The payment shall be made during the month of December following the date of retirement.

2.5.1 Resignation/Retirement Incentive.

Eligibility:

Teachers with at least seven (7) years service to the Brocton Central School District, who have finished a minimum of twenty (20) years of credited service to the New York State Teacher's Retirement System, or are in their first year of eligibility to retire without penalty, who submit a letter of resignation on or before March 1 (waived in the case of medical disability) of the fiscal year prior to the fiscal year of retirement, are eligible to retire, under this Agreement. A teacher must be employed by the District at the time of retirement.

Effective Date of Resignation:

The effective date of resignation must be between the following dates:

July 1st and September 1st

December 1st and February 1st

The above dates shall be waived in the case of a medical retirement only for teachers who have not finished their first year of eligibility to retire.

Stipend: A teacher who resigns in accordance with the above stipulations will receive a twelve thousand (\$12,000.00) dollar stipend payable on either July 15th or January 31st, following the effective date of the resignation.

Incentive is not applicable to employees hired with an effective hire date after June 1, 2005.

2.6 Health Insurance/Prescription Co-Pay/HMO Option.

The medical plan will be the Chautauqua County School Districts Medical Benefits Plan #4000 (the "Traditional Plan") to include the basic plan, five (\$5.00) dollar for generic/ ten (\$10.00) dollars for brand-name drugs prescription co-pay drug plan, and dental plan. A vision plan, equivalent to COBRA, will also be included. The costs will be shared ninety (90%) percent by the District and ten (10%) percent by the employee for individual coverage, and eighty-five (85%) percent by the District and fifteen (15%) percent by the employee for family coverage.

All current employees (hired prior to June 1, 2005) in the HMO plan will be placed into either a POS or a PPO plan, whichever the employee desires. Their rate of contribution will be the same as that charged for the Traditional Plan. New employees (hired on or after June 1, 2005) will be placed into either a POS or PPO plan upon hire, whichever the employee desires. Current employees (hired prior to June 1, 2005) have the option to move into the Traditional Plan at any time an open window period occurs. Their rate of contribution shall be the same as that charged for other participants in the Traditional Plan.

New employees (hired on or after June 1, 2005) who are provided either the POS or PPO plan can at their option select to participate in the Traditional Plan as follows: current percentage of premium contribution as specified by the Agreement for the POS/PPO plans, plus the difference in premium between the POS/PPO plans and the Traditional Plan. The intent of this formula is that the District will contribute to the cost of coverage only the amount the District would have contributed had the employee remained in either the POS or PPO plan.

Effective December 31, 2005, the major medical deductible for the Traditional Plan shall be increased from \$50/\$100 to \$100/\$200. This deductible shall be further increased to \$200/\$400 effective December 31, 2007.

The rollback option for the Traditional Plan shall be eliminated upon execution of this Agreement, and the District shall self-insure such benefit until July 1, 2007.

In the event that a carrier of District health insurance coverage discontinues a portion of the coverage currently enjoyed by the Association, the Association and the District will meet to negotiate the impact of said change. The District in no case will have the responsibility to self-insure the portion of coverage so changed by the carrier.

By March 15th of each year, and every year thereafter, the employee shall be provided with an opportunity to choose in which plan to participate.

2.6.1 Group Life Insurance. The District shall also pay premiums for a ten thousand (\$10,000.00) dollar Group Life Insurance Policy for each covered employee.

2.6.2 Section 125. The District shall provide for instructional employees an IRS 125 Plan, to be effective on September 1, 1996. This plan may be utilized for premium payments, dependent care, and un-reimbursed medical expenses. The District shall not reduce the salary of the employee in excess of the teacher's share of the appropriate annual premium or pro rata share thereof and/or the amount designated by the employee for unreimbursed medical expenses, individual health and/or disability premiums, or dependent care. At the end of the plan year, all unexpended funds shall be forfeited to the District.

The District and the Association will work together to accept a mutually-agreeable third party administrator for the Flex 125 Plan.

The cost of the Plan will be handled as follows:

1. Installation and plan document fees: It is anticipated that the savings to the District in FICA payments will exceed any fees required to establish the above level of benefits. Should, however, the cost of the establishment of this program exceed the savings to be realized by the District in establishing this plan, the actual cost difference above and beyond the FICA savings realized will be shared by the District and the Association on a 50/50 basis.
2. Administration fee: The per monthly fee of participants in the "full" plan, will be computed annually. Should the cost be equal to or less than the anticipated savings to the District as a result of its savings on FICA, then there will be no charge to the individuals. However, if the cost is in excess of the savings to be realized by the District, then the excess cost will be evenly divided among those individuals who are participating in the "full" flex plan. In no case, however, shall the cost exceed three (\$3.00) dollars per month per participant.
3. The amount that any individual participant can have withheld will be limited to a maximum of three thousand (\$3,000.00) dollars per year.
4. Any individual wishing to participate in the Flex 125 Plan during the year will sign a promissory note, which shall be held by the District, indicating that should he/she leave the employ of the District and have a negative balance in his/her Flex 125 account he/she will continue to make payments to the District on a bi-weekly schedule until the amount is paid up.

2.6.3 Health Insurance Opt Out.

Any instructional employee who elects not to participate in the health insurance described in this Agreement shall be paid \$2,000. The employee must provide proof that he/she is covered by another health insurance plan to participate in this opt-out. Furthermore, at least eight unit members must exercise this option for the school year in order for the opt-out amount to be \$2,000. If less than eight teachers opt-out, the opt-out amount shall be \$200 times the number of teachers who have opted out of health insurance coverage for the school year.

An employee who elects to opt-out of health insurance coverage shall notify the District in writing no later than March 31 of any year. The opt-out option will take effect the following July 1.

Employees selecting the opt-out option shall have their choice of one of the following payment options:

1. A separate check on the last regular pay of each school year; or
2. Pro-rated as part of their regular payroll checks.

Re-entry into the health plan is permissible at any time upon written notice from employee to the District if circumstances beyond the control of the employee are present pursuant to the rules of the District's health insurance plan. Should an employee re-enter the health plan, the amount paid to the employee would be pro-rated for the part of the year insurance coverage was not provided, and the opt-out

amount paid to other teachers would similarly be pro-rated to the extent that less than eight teachers were on opt-out status during any portion of the school year.

An employee who opts-out of health insurance coverage pursuant to the above procedures may nonetheless elect to retain that portion of such coverage which provides dental and optical benefits, in which case the employee's opt-out amount shall be reduced by 12.5%. If an employee who otherwise entirely opts-out of health insurance coverage wishes to obtain dental and optical coverage at a time other than during open enrollment (which is permissible only if due to circumstances beyond the control of the employee and consistent with the rules of the plan), then the employee's opt-out amount will be subject to pro-rated adjustment.

2.7 Professional Service Increment (PSI).

Instructional employees will be eligible for PSI. The PSI will be the employee's accumulated sick days, with a maximum allowance of 190 credit days. The credited days will be multiplied by one one hundred eightieth (1/180) times the annual salary times forty percent (40%).

- 1) Any year after reaching the age of fifty (50), an employee may request PSI. This request shall be submitted to the District on or before January 15th for the upcoming school year. PSI shall be paid over a three (3) or five (5) year period commencing the September 1 of the year requested. The employee may choose either the three (3) or five (5) year period. Payments will be made for the designated number of days annually, prorated equally over the annual salary pay periods, with an adjustment made in the final year's payment for days accrued during the preceding years since payments initiated.

If a five year payment is selected, twenty-five percent (25%) of the initial balance of days shall be paid in each of the first four years, with the balance plus interim accrued days paid in the fifth year.

If a three year payment is selected, forty percent (40%) of the initial balance of days shall be paid in each of the first two years, with the balance plus interim accrued days paid in the third year.

- 2) Credit days allowed for PSI will be deducted from accumulated sick leave. The employee will continue to accrue sick leave during the period in which PSI is paid.
- 3) Sick days accumulated during the first four (4) years of the five year plan shall be prorated equally over the fifth year's salary together with the remaining credit days. Sick days accumulated during the first two (2) years of the three year plan shall be prorated equally over the third year's salary together with the remaining credit days.
- 4) If the instructional employee is absent for illness in excess of the remaining accumulated sick leave, there will be a waiting period of school days equal to the allowance of credit days paid before the employee is eligible for the sick bank.
- 5) Any situation which may occur, which either party believes to be an exception to, or not addressed here, shall be subject to negotiations between the District and the Association as the situations arise.

ARTICLE 3—ABSENCES

3.1 Sick Leave. The Board shall allow each instructional employee employed by the District sick leave and personal leave without loss of salary for at least fifteen (15) working days in any school year, three (3) of which may be used for personal business. Sick days may be used for personal sickness or physical disability of the teacher, up to ten (10) sick days per year may be used for "immediate" family as defined in 3.3 below, three (3) sick days per year may be used for "other" family; provided further that, if any teacher does not use the full amount of leave allowed in a school year, the amount not used shall be accumulative from year to year to a total of not more than one hundred ninety (190) working days. The Superintendent may request, and the teacher shall supply, a doctor's excuse for absences in excess of five (5) consecutive days. If an employee resigns or begins an unpaid leave of absence, such days will be prorated at one and one-half (1.5) days per month.

Should a teacher's annual allotment of fifteen (15) days cause the teacher's accumulation to exceed one hundred ninety (190) days on the last day of June of each school year, the District shall reimburse the teacher 1/400th for each of the days in excess of one hundred ninety (190).

A teacher cannot have more than one hundred ninety (190) accumulated sick leave days on 9/1/91 or any September 1st thereafter.

3.2 Personal Leave. A personal leave day is a day on which a teacher must transact necessary and essential business which cannot be transacted at a time when school is not in session and is not to be used as an extension of a holiday unless unusual circumstances arise. Teachers shall, unless in emergency situations, be required to complete a "Personal Leave Request" form, for administrative approval, at least three (3) days in advance of the days requested.

3.3 Bereavement Leave. Four (4) days of bereavement leave, not deducted from sick leave, shall be allowed for death in immediate family. "Immediate family" includes: spouse, mother, father, son, daughter, grandparents, aunts, uncles and grandchildren or people for whom the individual is legally responsible, brother, sister, or in-law of the same category.

3.3.1 Family Care.

The parties recognize the emerging need of employees to provide care for family members. Therefore, all articles of the Family and Medical Leave Act of 1993, and the B.C.S. Board of Education memo adopted 3/20/95 shall be in effect with the addition of the following:

1. The family is specifically defined as parent, child, sister, brother, spouse, in-laws, stepparent, and stepchild.
2. All employees who meet the applicable time-of-service requirements may be granted a total of one (1) year (2 semesters) of unpaid family leave.
3. Employees may not use sick bank days for Family and Medical Leave.
4. If the employee has completed one-half (1/2) year or one (1) semester or more of service prior to going on Family Medical Leave, the employee shall be credited with a full year of service upon returning to full time employment.

FAMILY AND MEDICAL LEAVE ACT

The Board of Education in accordance with the Family and Medical Leave Act of 1993 (FMLA) gives “eligible” employees of the District the right to take unpaid leave for a period of up to 12 work weeks in a 12-month period as determined by the District. The District will compute the 12 month period according to the following time frame: a “rolling” 12-month period will be used that is measured backward from the date an employee uses any FMLA leave.

Employees are “eligible” if they have been employed by the District for at least 12 months and for at least 1,250 hours of service during the previous 12-month period; and if there are 50 employees within 75-miles radius. Full-time teachers are deemed to meet the 1250-hour test. The law covers both full-time and part-time employees.

Qualified employees may be granted leave for one or more of the following reasons:

- a. The birth of a child and care for the infant;
- b. Adoption of a child and care for the infant;
- c. The placement with the employee of a child in foster care;
- d. To care for a spouse, child or parent who has serious health condition as defined by the FMLA;
- e. A serious health condition of the employee, as defined by the FMLA, that prevents the employee from performing his or her job.

At the Board of Education’s or employee option, certain types of paid leave may be substituted for unpaid leave.

An employee on FMLA leave is also entitled to have health benefits maintained while on leave. If an employee was paying all or part of the premium payments prior to leave, the employee will continue to pay his/her share during the leave period.

In most instances, an employee has the right to return to the same position or equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave.

The Board of Education has the right to:

- a. A 30-day advance notice from the employee where practicable.
- b. Require the employee to submit certification from a health care provider to substantiate that the leave is due to the serious health condition of the employee or the employee’s immediate family member.
- c. Require that the employee present a certification of fitness to return to work when the absence was caused by the employee’s serious health condition.
- d. Deny restoration to employment if the employee does not furnish the certificate of fitness.

Failure to comply with these requirements may result in denial of FMLA leave.

Administration is directed to inform employees of their rights and responsibilities under FMLA.

Family and Medical Leave Act of 1993
Public Law 103-3
29 Code of Federal Regulations (CFR)
Part 825

GENERAL

Employees, who have been employed for at least one year and have worked 1,250 hours during the preceding 12-month period, are eligible for family and medical leave. Employees will be returned to the same or to an equivalent position upon their return from leave.

Family or medical leave will be unpaid leave. If leave is requested for an employee's own serious health condition, the employee must use all of the employee's accrued paid vacation leave, sick leave or personal leave. If leave is requested for any of the other reasons listed below, an employee must use all of the employee's accrued paid vacation or personal leave. The remainder of the leave period will then consist of unpaid leave.

REASONS FOR LEAVE

All employees who meet the applicable time-of-service requirements may be granted a total of 12 weeks of unpaid family leave and paid sick, vacation, and personal leave combined during any school year (defined as July 1 to June 30) for the following reasons:

1. the birth of the employee's child and in order to care for the child;
2. the placement of a child with the employee for adoption or foster care;
3. to care for a spouse, child or parent who has a serious health condition; or
4. a serious health condition that renders the employee incapable of performing the functions of the employee's job.

The entitlement to leave for the birth or placement of a child for adoption or foster care will expire 12 months from the date of the birth or placement.

APPLICATION FOR LEAVE

In all cases, an employee requesting leave must complete a letter and return it to the business office. The completed letter must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave.

NOTICE OF LEAVE

An employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment, must submit a letter for leave at least 30 days before the leave is to begin. If leave is to begin within 30 days, an employee must give notice to the employee's immediate supervisor and to the business office as soon as the necessity for the leave arises.

MEDICAL CERTIFICATION OF LEAVE

A letter for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by the applicable health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If the employee is needed to care for a spouse, child or parent, the certification must so state along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of the job.

BENEFITS COVERAGE DURING LEAVE

During a period of family or medical leave, an employee will be retained on the district's health plan under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that the employee made to the plan before taking leave. Failure of the employee to pay such share of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the district for payment of the district's share of health insurance premiums during the family leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing the employee's job or to circumstances beyond the employee's control.

An employee is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for the taking of leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began.

RESTORATION TO EMPLOYMENT

An employee eligible for family and medical leave will be restored to the employee's former position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The district cannot guarantee that an employee will be returned to such person's original position. A determination as to whether a position is an "equivalent position" will be made by the district.

RETURN FROM LEAVE

An employee must complete a "Notice of Intention to Return From Family or Medical Leave" letter before the employee can be returned to active status. If an employee wishes to return to work before the expiration of a family or medical leave of absence, notification must be given to the business office at least 15 working days before the employee's planned return.

FAILURE TO RETURN FROM LEAVE

The failure of an employee to return to work upon the expiration of a family or medical leave of absence could be considered an abandonment of the employee's employment. An employee who requests an extension of family leave or medical leave due to the continuation, recurrence or onset of the employees own serious health condition, or of the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the business office for final consideration. This written request should be made as soon as the employee realizes that the employee will not be able to return at the expiration of the leave period.

INTERMITTENT LEAVE FOR "INSTRUCTIONAL EMPLOYEES"

Special rules apply if an employee employed "mainly in an instructional capacity" requests medical leave that is foreseeable based on a planned medical treatment and the employee would be gone for more than 20 percent of the working days during the period of leave. In such cases, the district may require the employee to do the following:

1. take leave for periods of a particular duration; or
2. transfer temporarily to another position offered by the employer for which the employee is qualified, as long as the new position has equivalent pay and benefits and better accommodates the recurring periods of leave.

Employees employed in an “instructional capacity” include teachers or other employees whose principal function is to directly provide educational services. This includes special education assistants (e.g., sign language interpreters) whose presence in the classroom is necessary. Teacher assistants, cafeteria workers and other primarily non-instructional employees are not “instructional employees.”

LEAVE REQUESTED NEAR THE END OF AN ACADEMIC YEAR

Special rules have been established to allow those persons employed in an “instructional capacity” to take needed family or medical leave without disrupting the classroom at a critical point in the year.

The district may require an instructional employee who begins family or medical leave more than five weeks before the end of an academic term to continue such leave until the next term if the employee takes any leave which begins more than five weeks before the end of the term and which will last at least three weeks and the return to work would occur during the three week period before the end of the term.

The district can also require the teacher to wait until the next term if the return to work would occur during the last weeks of the term and the leave will begin within the last five weeks of the term.

- 3.4 Jury Duty Leave.** If an instructional employee receives notification of selection for jury duty, the instructional employee will notify the Superintendent of such as soon as practicable.

If the instructional employee has notified the Superintendent (as in sentence #1 above), days of jury duty will not be deducted from sick or personal leave or from salary. The instructional employee will receive regular salary during the period of jury service.

Payment for jury duty, less mileage and meal allowance, will be paid to the District Business Office upon receipt by the instructional employee.

- 3.5 Sabbatical Leave.** A sabbatical leave may be requested for the purpose of study in the applicant's field when a teacher has at least achieved thirty (30) hours beyond the Bachelor's Degree.

The applicant must have been an employee of the District for at least seven (7) years prior to the school year in which sabbatical is to be taken, fully certified, and adjudged to possess outstanding competence in his/her field.

The applicant must make a request for leave, in writing, to the Superintendent stating purposes and objectives of such leave, not later than February 1st of any given school year, to be effective during the following school year.

The Board will act to approve or disapprove any applications that carry the endorsement of the Superintendent by March 1st. Not more than one elementary and one secondary professional staff member may be granted leave of absence in any one school year. Effective July 1, 1986, any approved applicant shall receive fifty (50%) percent of his/her base salary for the period of

his/her leave, such payment shall be made on the regular salary pay schedule of the District. A teacher who takes a sabbatical leave shall not voluntarily terminate his/her employment in the Brocton Central School District for a two-year period following the expiration of such leave. The teacher will sign twenty (20) promissory notes, each for 1/20th of the amount of the salary to be received while on sabbatical. This must be done so the teacher is paid while on the sabbatical. Should the teacher return to the Brocton Central School District, one promissory note will be destroyed for each month of service to the Brocton Central School District. If the employee does not return or resigns before completing the twenty (20) months of service, any outstanding money will be paid to the District at the rate of one promissory note per month.

If the recipient of the leave fails to fulfill his/her obligation to this Agreement, he/she shall forfeit any claim to remuneration he/she has not already received, and refund any remuneration paid on this Agreement.

The year of leave will be considered as a year of teaching for future salary purposes and the recipient shall be entitled to the position held prior to the leave unless otherwise mutually agreed upon.

- 3.6 Association Business.** The Association is authorized twelve (12) days annually for Association use. The President of the Association shall notify the Superintendent when, and by whom, such days will be used. Any unused days as of June 30, in any year, will be cumulative. Any unused days as of June 30 in any year will be capped at 24 days. Total Association days shall not exceed 36 days in any given year.

In any given school year the Association will have the ability to utilize up to 5 days beyond the regular 12 provided by the District. The 5 additional days will require the Association to reimburse the District for the cost of the substitutes hired by the District as a result of this Association leave (which shall include all per diem and related payroll costs).

3.7 Child-bearing/Child-rearing and Child-rearing Leave

3.7.1 Application to Members. The parties agree that the wording in this Article 3, Section 3.7 (Child-bearing/Child-rearing and Child-rearing Leave) shall apply to all members of the unit, both male and female.

3.7.2 Written Notice of Pregnancy. In the event an employee desires a child-bearing/child-rearing leave, the employee shall give written notice to the Superintendent no later than the thirtieth (30th) consecutive day (waived in emergency situations) prior to the date he/she wishes to commence the leave. The notice shall specify when the employee desires the child-rearing portion of the leave to end.

3.7.3 Child-rearing Leave. If the instructional employee takes a child-bearing/child-rearing or child-rearing leave, without pay, such leave shall commence when the employee's condition, as verified by a statement from her physician, is such that she is able to perform her duties, and the total maximum leave allowable for child-rearing purposes shall be a period of four (4) full semesters in addition to any partial semester during which the leave commences. The instructional employee can only return at the beginning of a semester. The instructional employee may terminate a child-care leave of more than one semester by giving written notice to the Board not less than thirty (30) calendar days before the beginning of any semester.

3.7.4 Leave Termination Request. An instructional employee wishing, for emergency reasons associated with the circumstances of termination of the pregnancy, to terminate a leave

previously requested for child-rearing purposes, shall be entitled to do so within thirty (30) days after the termination of the pregnancy.

- 3.7.5 Attending Physician's Statement.** This notice shall be accompanied by a statement from the attending physician which states the anticipated date of delivery and that the employee's condition will not interfere with the full performance of her duties.
- 3.7.6 Age Limit.** An employee may take either a child-bearing/child-rearing leave (3.7.2) or a child-rearing leave (3.7.3); but, may not take both for any one pregnancy provided that the child will not have passed its second (2nd) birthday on or before the first (1st) day of the requested leave.
- 3.7.7 Adoption Leave.** A child-rearing leave may be taken for the adoption of a child up to age five (5).
- 3.7.8 Utilization of Sick Leave.** An employee shall be permitted to utilize sick leave entitlements for temporary disability prior to the initiation of an unpaid child bearing/child-rearing leave or child-rearing leave.
- 3.7.9 Leave Return/Service Credit.** If the instructional employee takes a leave for adoption or child-bearing/child rearing or child-rearing purposes, he/she shall be entitled to return to his/her former position unless it has been abolished, in which case, he/she will be entitled to return to any vacant position for which he/she is fully qualified. The full semester or semesters while the instructional employee was on child-rearing leave will not be counted as service for salary credit, sick leave, or other benefits based on length of service. If an instructional employee has completed one-half (1/2) year or one semester or more before going on child-rearing leave, he/she shall be credited with a full year of service upon returning to teaching.

3.8 Sick Leave Bank. Any instructional employee with at least one year of experience at Brocton Central School and who has accumulated twelve (12) or more unused sick days must join the sick bank by contributing two (2) days of his/her accumulated sick days to the bank.

3.8.1 Days Deducted. These two (2) days shall be deducted from accumulated sick leave.

3.8.2 Extended Illness. A member of the sick bank who has suffered an extended illness or disability may apply to the sick bank after using thirty (30) days of personal sick days and/or unpaid leave. The member may initially apply for up to thirty (30) fully paid leave days from the sick bank.

At the end of this sixty (60) day period, the member will have an additional thirty (30) day waiting period before being eligible for additional sick bank days. This second thirty (30) day period may utilize personal sick days and/or unpaid leave. The member may then apply for up to another thirty (30) fully paid leave days from the sick bank.

After the above one hundred twenty (120) days, the member will have an additional thirty (30) day waiting period before being eligible for additional sick bank days. This third thirty (30) day period may utilize personal sick days and/or unpaid leave. The member may then apply for up to another thirty (30) fully paid leave days from the sick bank.

After the above one hundred eighty (180) days, the member will have an additional thirty (30) day waiting period before being eligible for additional sick bank days. This fourth thirty (30) day period may utilize personal sick days and/or unpaid leave. The member may then apply for up to another thirty (30) fully paid leave days from the sick bank.

The above procedure will be followed for the duration of the condition but not to exceed one hundred twenty (120) sick bank days.

3.8.3 Application for Use. Application(s) for the use of the sick bank shall be made to the Superintendent, who shall forward said application to the sick bank committee, composed of the Superintendent, the President of the Teachers' Association and one other teacher appointed by the President.

3.8.4 Committee Decision. Decisions of this committee shall be implemented by the District and not subject to the grievance procedure of this Agreement.

3.8.5 Unused Days at End of Year. Unused days remaining in the sick bank shall accumulate to the following year's sick bank, to a total accumulation of 500 days. The 500 days may be exceeded by the number of days required by second-year instructional employees to join the bank.

To avoid excess accumulation of days in the bank, contributions of members who have contributed the maximum number of days, shall be proportionately reduced or eliminated.

The District will provide the Association with an annual report by August 1st of each year. This report will list members who have contributed and/or used sick days during the previous school year.

3.8.6 Withdrawal from Bank. Beginning with the 1998-99 school year, an existing member of the sick bank shall not be required to contribute to the sick bank until every member has contributed a number of days equal to his/her days contributed

A sick bank member who does not have the necessary days to meet additional sick day requests will have until the first of the new school year to contribute.

3.9 Conference Days. Each teacher may apply for three (3) fully-paid conference days each year to participate in educational conferences or visit educational institutions. No more than three (3) days shall be approved for any such conference. The Board of Education shall act to approve or disapprove all conference requests after receiving the recommendation of the Superintendent.

3.10 Unpaid Leaves of Absence. Requests for unpaid leaves of absence shall be submitted to the Superintendent for recommendation to the Board of Education. The Board of Education shall make the final determination in granting a leave. The Board decision is final and not subject to grievance.

ARTICLE 4—DISTRICT-ASSOCIATION RELATIONS

4.1 Negotiating Committee. The District and the Association agree that they will each appoint their respective negotiating committees prior to, and that the negotiating committees will meet on or before, the fifteenth of March, the last year of the current collective bargaining agreement to commence negotiations unless otherwise mutually agreed upon.

4.2 Dues Deduction. The Board agrees to honor dues deduction authorizations delivered to the Clerk of the School District by a local teacher representative of the organization not later than two (2) weeks after the beginning of the school year unless employed after that date. Payroll deductions for the Brocton Teachers' Association and its affiliates shall commence with the second paycheck and continue for the remaining pay periods. The Board agrees to the payroll deduction of a Plan for Tax Sheltered Annuity when given written consent by an individual. One additional check-off shall be provided which use shall be determined by the Association.

4.2.1 Agency Fee. The Board agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Brocton Teachers Association, an agency fee in an amount equivalent to the dues of the Association and to promptly transmit the sums so deducted to the Association.

4.2.2 Agency Fee Deduction. Deduction of the agency fee provided for in 4.2.1 shall be made at the same rate and during the same period of time for which Association members' dues are deducted. The Board agrees to furnish the Association with an alphabetized list showing the names of all employees from whose salary such fees have been deducted. Deductions for employees in the unit who are hired after October 1 of any school year shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of the school year.

4.2.3 Access to Pertinent Data. The Board and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

The amount of dues shall be certified to the District by the Association no later than August 15 for purposes of the dues amount for the following school year. The Association may modify the initially-certified amount once during each school year, and the change shall be implemented as soon as practicable following notification by the Association.

The Association will hold the District harmless against any and all claims, demands and liabilities of whatever nature arising out of this Section concerning dues deductions and Agency Fee deductions.

4.3 Access to Data. The Brocton Central School Board of Education shall make available to the Brocton Teachers' Association all information, statistics, and records pertaining to negotiations or necessary for the administration of this Agreement.

4.3.1 Board of Education Minutes/Agenda. The President of the Brocton Teachers' Association shall be given a copy of the monthly Board of Education minutes after they have been approved by the Board. The Association President shall also be given a copy of the agenda for each Board meeting after it has been completed by the Superintendent. The District will provide to the Association materials routinely provided to members of the Board of Education excluding matters dealing with personnel or confidential nature. Such materials would include a copy of the proposed agenda, minutes of past meetings, warrants, financial statements, materials pertaining to educational programs, and other items which would be discussion items at the open meetings. Said materials to be provided to the Association at the same time they are provided to the Board of Education.

4.4 Self Discipline. The Brocton Teachers' Association accepts the responsibility for its members carrying out the terms of the negotiated agreement.

4.5 Association Representation. Instructional employees, upon request, shall be entitled to Association representation at any meeting dealing with discipline, reprimand, or dismissal. All such cases where the instructional employee requests representation shall be written up and inserted in the instructional employee's personnel file.

4.6 Building Permit Form. The use of the Brocton Central School Building shall be permitted for Association business upon the completion and submission of a "Building Permit" form.

4.7 No Strike Clause. The Brocton Teachers' Association will not cause, or permit its members to cause, nor will any member of the Association take part in a strike, or other similar job action, prohibited by the Taylor Law.

4.7.1 Reprisals. The Association will not take reprisals of any kind against a teacher who continues or attempts to continue the full performance of his/her contractual duties and obligations or who refuses to participate in any unlawful activity prohibited by this Article.

4.8 Grievance.

4.8.1 Definitions. A grievance is defined as a complaint by an employee(s), or group of employees, or the Association, based upon an alleged violation of, or variation from, the provisions of this Agreement or the interpretation or application thereof.

4.8.2 Procedure:

LEVEL 1: An employee or group of employees with the grievance must first attempt to resolve the matter with the immediate supervisor or principal. Such meeting(s) to be conducted within twenty (20) working days from the date the employee, or group of employees, had knowledge or should have knowledge of the occurrence. At this meeting(s), both parties may have outside representatives present.

LEVEL 2: In the event the employee or group of employees is unable to resolve the grievance with his/her immediate supervisor or principal, he/she shall certify the grievance, in writing, to the Superintendent, within ten (10) working days after the Level 1 time expires. The meeting with the Superintendent will be within five (5) working days of submission. The Superintendent will respond, in writing, within five (5) working days of the meeting.

LEVEL 3: If the Superintendent and the employee or group of employees are unable to successfully resolve the grievance, either the Superintendent or the employee or group of employees shall certify the grievance, in writing, to the Board within ten (10) working days of the Superintendent's answer or when the Superintendent should have answered. The Board will hear the grievance in an executive session immediately prior to the next regularly scheduled Board meeting or a meeting called specifically for this purpose within seven (7) working days of submission. The Board will issue a written decision within five (5) working days after the meeting.

LEVEL 4: In the event the employee or group of employees and the Board are unable to successfully resolve the grievance, the Brocton Teachers' Association may submit the grievance to the American Arbitration Association (AAA) no later than fifteen (15) working days after the Board's decision.

(1) To submit such a grievance to arbitration, the Association shall send a letter to the AAA and a copy to the Superintendent. The letter shall specifically identify the grievance to be submitted and shall request the AAA to send to the Association and to the Superintendent a list of ten (10) names of arbitrators. Within ten (10) school days of the day on which it receives its copy of the list, each party will return its copy to the AAA with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If the AAA determines that no mutually-acceptable arbitrator has been selected by the parties, the AAA shall send to each party a second list of ten (10) names and the foregoing procedure will be followed

with respect to that list. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, the AAA will name the arbitrator.

- (2) No more than one grievance may be appealed to a single arbitration proceeding, unless the parties expressly agree, in writing, the appeal of more than one grievance.
- (3) The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- (4) The arbitrator's decision shall be final and binding upon all parties and employees.

4.8.3 Representation. The Association, by and through its designated representatives, has the sole right and responsibility to represent any grievant.

4.8.4 Costs. The costs for the services of the arbitrator, including expenses, if any, will be borne by the losing party to the grievance.

4.8.5 Grievance Meetings. All meetings involving grievances will be held during either unassigned time during the school day or after school hours.

4.8.6 Privacy of Meetings. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private. Any preliminary disposition will not be made public without the agreement of all parties.

4.8.7 Time Limit Extension. All time limits above may be extended by mutual agreement of the parties.

ARTICLE 5—MISCELLANEOUS

5.1 Personnel File. No material shall be placed in any teacher's file(s) unless the teacher receives a copy of the same, with the exception of those materials relating to pre-employment data and references which shall be classified confidential and not subject to inspection.

A teacher may make a written reply to any material placed in the teacher's file(s).

A teacher shall sign any material which is to be placed in the teacher's file(s) upon request by the Administrator. Such signature does not necessarily indicate agreement with the contents of the material but does indicate the teacher has inspected and received a copy of the material.

A teacher and/or the teacher's Association representative shall have the right to review the teacher's file(s) during normal working hours, subject to the availability of an administrator to be present during such review. An Association representative must have the teacher's written authorization to review the teacher's file(s) in accordance with the conditions of this paragraph.

The teacher shall be informed by the school administration of any written or substantive comments and/or criticisms made by the parents, students or other relatives to his/her employment responsibilities in the District. If such could result in information being placed in the teacher's personnel file, the Superintendent or his designee will hold a hearing. The teacher may be accompanied by a representative of the Association.

5.2 Insurance Program Continuation. Any regularly-appointed teacher who is laid off shall continue in the current health/life insurance program for a period of two (2) months as per paragraph 2.6 and 2.6.1

5.3 Duty Free Lunch. All employees will be provided a minimum of thirty (30) minutes duty-free lunch period.

5.4 Observation Evaluation Practices (Subject to modification by the APPR).

A. OBJECTIVE OF OBSERVATION

The Primary objective of observing instructional employees is to improve the quality of instruction.

B. CRITERIA USED IN OBSERVATION AND EVALUATION

The criteria for instructional employee observation and evaluation shall be generally limited to and directed at the instructional employee's ability to teach in an effective manner. Effective teaching is not limited to or synonymous with any one particular method or technique of instruction. The observation and evaluation will be based primarily on those criteria set forth in the observation and evaluation forms contained herein (refer to Appendix H).

C. OUTSIDE ACTIVITY NOT A CRITERIA IN OBSERVATION

No outside activities shall be a criteria in the observation and evaluation.

D. OBSERVATION AND EVALUATION PRACTICES

For probationary employees, the completion of at least two (2) formal observations and two (2) resulting evaluations each school year; one observation to be completed before December 1 and the second to be completed by April 30.

For tenured employees, the completion of at least one (1) formal observation and evaluation conducted by an appointed administrator at least once every five (5) years by classroom visitation. If an administrative observation is not satisfactory to a tenured employee, he/she may request a second observation by another administrator.

All instructional employees shall be observed and evaluated by either the Superintendent of Schools or their respective Principal.

E. OBSERVATION AND EVALUATION REPORT FORM

No substitutions, additions, or any other modifications of the printed form, except to create additional space for comments, shall be given to the employee. In cases where an observation or evaluation indicates performance is unsatisfactory or in need of improvement, the employee will be advised in accordance with the following steps:

1. Why the particular phase of the teaching process was not reported to be satisfactory.
2. What specific supervisory assistance will be given to improve the phase of teaching that was not found to be satisfactory.
3. Suggest positive recommendations for further growth and development.

F. EVALUATION REPORT AND CONFERENCE

A written report will be made of each classroom observation/evaluation that is to form a part of the employee's personnel record. A copy of every report shall be given to the employee involved within ten (10) working days after such observation. Within ten (10) days of the delivery of a copy of such report to the employee, a conference shall be held between these parties to discuss the report, unless such conference is mutually dispensed

with. No report shall be submitted to central administration, placed in the employee's personnel file, or otherwise acted upon until the signature of both the evaluator and the employee involved have been affixed to the report, indicating complete knowledge of its content and acknowledging the opportunity for a conference. An employee's signature on the report shall not constitute approval. An employee shall have the right to include remarks, statements, etc. concerning said report. Such remarks may be made upon the original evaluation form and/or on attached sheets if necessary. Signature of both the employee and the evaluator will be affixed to these statements.

G. SPECIAL COMMENDATION FOR EMPLOYEES

Administrators are hereby encouraged to place in the employees' files information of a positive nature indicating special competencies, achievement, performances or contributions of an academic or professional nature. Any such material received from competent, responsible outside sources shall be included in the employee's file.

5.5 In-service. The Brocton School Board grants one (1) in-service day to the developmental need of its staff. This day will be developed by the instructional staff who will make available a tentative agenda three (3) working days prior to the in-service day. This date shall be determined by the District Superintendent, in cooperation with the Brocton Teachers Association President and a representative of the Elementary and Secondary Staff.

5.6 Errors and Omissions Insurance Protection. Teachers will be covered by the Errors and Omissions Insurance Protection as provided by the Board of Education.

5.7 Staffing Assignments.

5.7.1 Teaching Duties Assignments. The Administration and the Association recognize that pupils are entitled to be taught by teachers who are working within their area of competence. In order to assure that pupils are taught by teachers working in their areas of competence, teachers will not be assigned to teach classes outside the scope of their certificates and/or their major or minor fields of study, except in emergency situations.

Teachers will be notified in writing of their assignments for the coming school year no later than July 1. The notification will include the grades and/or subjects they will teach, and any special or unusual classes that will be assigned.

The school administration shall assign teaching duties in accordance with the recommendations of the Commissioner of Education. Unless notified by July 1, a teacher's class assignment for the next school year shall remain the same. However, in unforeseen circumstances only, a teaching assignment can be changed during that next school year following notification and consultation with the staff member being assigned, and written notice being provided to the Association.

5.7.1.1 Number of Students/Assignment of Students. The number of students in the primary grades K-2 will not exceed a reasonable number of students. In the Middle and High School, the number of students per class will be at a level to meet safety standards in Technology, Family and Consumer Science and Art. Students will be assigned on an even basis to the teachers of the subject or grade level with consultation of the teacher(s) involved.

5.7.2 Substitutes. Certified teachers will be employed as substitutes whenever possible and the teacher's recommendations for substitutes will be given consideration.

5.7.3 BOCES Transfer Procedures. The District agrees that if a position or program is to be transferred to BOCES and the teacher or teachers affected will not be offered a position with BOCES, the District will assign the affected tenured teacher or tenured teachers to any vacant position in the District for which he/she is certified.

5.7.4 Notice of Openings. If a vacancy occurs during the school year, and the District determines to fill the position, it will be posted on the faculty bulletin board for a period of at least five (5) days before notice goes to the public (posting for this purpose shall include an e-mail message to each unit member if the member has provided the District with an e-mail address as well as a hard copy placed in each unit member's mailbox). The vacancy shall also be posted in the elementary and high school offices and in the guidance office. It shall be the responsibility of teachers interested in potential summer openings to provide stamped self-addressed envelope(s) to the District so that a copy of said posting can be mailed during the months of July and August. The District will also post summer openings on the District-wide e-mail system as well as to each employee's e-mail address to the extent the address has been provided to the District. Should a situation arise in which the District cannot through no fault of its own be able to meet the necessary posting deadlines, the District will first notify the Association President and then post the position for whatever time is available

5.7.5 Work Year. The work year for employees covered by this Agreement shall be no greater than one hundred eighty-four (184) scheduled workdays, no less than one of which shall be an in-service day. Notwithstanding the above, the Association guarantees the district a minimum of one hundred eighty (180) aidable student attendance days and will meet with the District to reschedule days if it becomes necessary.

5.8 Length of Workday. The Teachers' workday shall be seven (7) hours that correlates with the arrival and departure of the buses. Exceptions to increasing the length of the school day will be for the following emergency reasons:

- a. Weather emergencies
- b. Chemical/biological/bomb threats emergencies
- c. Health emergencies

The District may hold a maximum of eight (8) faculty meetings in any school year. Said meetings are to be scheduled the first Wednesday of every month beginning with October. Each of these meetings may extend the workday by no more than 45 minutes.

5.9 Half-Day. There shall be a half (1/2) day at the end of the first semester for all teachers to complete records, record grades, prepare for conferences. This half (1/2) day shall be without students.

5.10 Open House/Parent Conferences. Each instructional employee shall attend a one (1) hour Open House during the second full week of school each fall.

Each instructional employee shall attend two (2) parent conferences during the school year. One-half day released time shall be granted to teachers to coincide with the established two (2) conference dates. These conferences shall be established to coincide within one (1) week following the first report card issue and five (5) weeks after the second report card issue. Evening conferences shall be two (2) hours in length and will be scheduled by the Superintendent.

5.11 Parental Contacts. All parents of students doing unsatisfactory work are to be contacted verbally during the school year by the teacher, whenever possible, and as many times as necessary.

5.12 Lesson Plans. Teachers shall be responsible to have a prepared lesson plan on hand for substitute use so continuity is maintained in the classroom.

5.13 Assemblies Attendance/Supervision. Every instructional employee shall be present at assemblies of the student body and supervise their respective groups unless assemblies are scheduled during an instructional employee's preparation or free time.

Instructional employees shall assume responsibility for conduct of students within the school during the teacher's respective school day, unless assigned to specific duty.

5.14 Faculty Meetings. Teachers shall be at all respective faculty meetings unless previously excused by their administrator.

5.15 Voluntary Transfer. Teachers who desire a change in position, grade level, subject assignment or transfer to another building shall file a written request with the Superintendent of Schools. Such request shall state the vacancy and the position, grade level, subject or building to which the teacher desires to be assigned, in order of preference.

The sole factor in filling vacancies by voluntary transfer will be the selection of the best qualified person.

Transfers shall normally be made effective as of September 1 of each school year. All such requests on file shall be closed out annually.

5.16 Involuntary Transfer. Although the Board and the Association recognize that some involuntary transfer of teachers from one school to another or reassignment within a school may be unavoidable, they also recognize that frequent transfer or reassignment of teachers is disruptive of the educational process and interferes with the optimum teacher performance. Therefore, they agree as follows:

A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

B. The Administrators shall continue to exercise concern for both the educational needs of the District and teacher qualifications and preferences in making transfers and reassignments.

5.17 Distance Learning Program. The Brocton Central School District and the Brocton Teacher's Association agree that a Distance Learning Program involves bargaining unit work and as such the impact is a negotiable item both parties agree to.

5.18 Pupil Discipline. The Superintendent and the Association recognize that discipline and pupil behavior are important in the learning situation and school environment. Discipline in the classroom should have as its objective the students' adherence to accepted rules of conduct, behavior, and order as set by the teacher.

A teacher is responsible for maintaining discipline of students assigned to his/her classroom. Student behavior in the classroom, except for a serious problem, that necessitates discipline, including actions that may involve parental contact, is the responsibility of the teacher. It should not be necessary to send students to the office for discipline of a minor or trivial nature

When a teacher encounters a serious problem such as, but not limited to, one in which a student's behavior is such as to:

- a) endanger himself/herself or others
- b) interferes with the learning of others
- c) makes him/her insubordinate or disorderly

the teacher may send the pupil from class to the principal. The teacher shall furnish the principal, as promptly as possible, full details of the incident, and the principal shall then have the responsibility for executing any discipline including any parental contact if necessary and any other action required in Section 5 of our Agreement.

No teacher or class shall be required to tolerate any acts of gross misconduct, including but not limited to flagrant discourtesy, abusive language, acts of violence, or deliberate insubordination. Persistent misbehavior may make the continued presence of the student in the classroom intolerable. In such cases, the well being of the class as a whole must be the prime responsibility.

Teachers shall practice such discipline in the school as would be exercised by a kind, judicious parent recognizing, however, that corporal punishment is prohibited by the policies of the Board of Education and the Board of Regents.

The teacher may use such measures with a student as are necessary and reasonable to protect himself/herself against attack or assault. Any case of assault on a teacher shall be promptly reported to the Superintendent or his/her representative. A teacher may send a pupil from the class to the principal when the student's behavior is such as to endanger himself/herself or others, interferes with the learning of others or makes him/her insubordinate or disorderly. In such cases, the teacher shall furnish the principal, as promptly as possible, full details of the incident. Such a student will not be permitted to return to his/her class until the matter has been reviewed by the proper administrator. The principal shall be required to discuss and review the matter with the teacher before re-admission of the student to class. In cases that involve harmful physical contact or the threat of physical harm to the teacher, other appropriate specialized personnel shall be consulted before a decision regarding re-admission to class. When it is determined that a child is so disruptive that proper classroom instruction cannot take place, the child shall be removed from the class to receive special services and instruction until such time as he/she can return to a regular classroom situation.

The principal shall be responsible for executing discipline for students sent to the office for inappropriate behavior in the cafeteria, in the hallways passing classes, and in general, any student on school grounds while not under direct supervision of a classroom teacher. While the teacher shall be responsible for any discipline resulting from tardiness to his/her class, the principal shall be responsible for executing any discipline as a result of tardiness to school or absenteeism.

ARTICLE 6—TEACHING ASSISTANTS

- 6.1 Non-Applicable Leaves.** While it is recognized that persons holding Teaching Assistant positions are represented by the Association, unless noted otherwise, the following are not applicable: sabbatical leave, teacher assignment, teacher work day. Teaching assistants will not be employed with the intention of replacing teaching positions. The duties and responsibilities of teaching assistants will not include acting as a primary instructor. The job description for teaching assistant is in Appendix J.
- 6.2 Teaching Assistants' Work Year.** Teaching Assistants' work year shall be September 1 to June 30 of the school year.

- 6.3 **Teaching Assistants' Workday.** The normal work day shall consist of not more than eight (8) consecutive hours including a thirty (30) minute duty free paid lunch, with starting and ending times to be determined by the assigned principal for each individual teaching assistant.
- 6.4 **Teaching Assistants' Assignments.** Assignments, duties and schedules which will include break time, are as determined by the building principal.
- 6.5 **Additional Credit Hours.** Additional credit hours earned after being employed in the District, will be paid at the same rate per credit hour as the teacher contract and limited to a total of sixty (60) hours for each individual. Any hours for which payment is made shall be from an accredited institution of higher learning recognized by SED. Correspondence courses must have prior approval by the Superintendent.

Teacher's assistants hired after January 1, 2004, shall receive only the SUNY tuition rate for the course completed provided that the Superintendent granted prior approval for the teacher's assistant to attend the course and that the teacher's assistant submits proof of successful completion of the course.
- 6.6 **Emergency/Snow Days.** Teacher Assistants will be entitled to all emergency/snow days off with pay.
- 6.7 **Compensation.** See Appendix I.

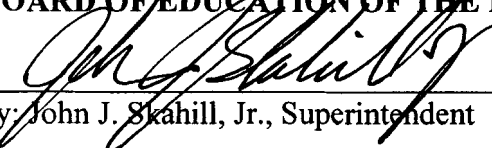
ARTICLE 7—SUBSCRIPTION

This Agreement is made and entered into by and between the Superintendent and the Teachers' Association and signed by the Superintendent, the President of the Board, the President of the Brocton Teachers' Association, and notarized by a certified Notary Public.


The signature shall thereby be notarized and dated and shall appear on all contractual copies that are made.

This Agreement shall be effective as of July 1, 2003, shall continue in full force and effect until June 30, 2008, except as specifically stated otherwise.

BOARD OF EDUCATION OF THE BROCTON CENTRAL SCHOOL DISTRICT

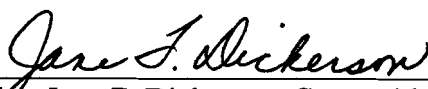

by: John J. Skahill, Jr., Superintendent

12/14/2005
Date

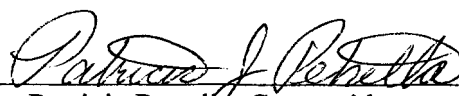

by: President of Brocton Board of Education

12/14/05
Date

BROCTON CENTRAL SCHOOL TEACHERS' ASSOCIATION


by: Jane F. Dickerson, Co-president

12-14-05
Date


by: Patricia Petrella, Co-president

12-14-05
Date

ACKNOWLEDGEMENT

(State of New York) (County of Chautauqua) ss

On this 14th day of December, 2005, before me personally came John J. Skahill Jr. to me known and known to be the Superintendent of the Brocton Central School District, and he executed the foregoing contract, with full authority to do so from the Board of Education, and he duly acknowledged to me that he executed the same.

Ann M. Ressler
Notary Public

Ann M. Ressler
Notary Public - State of New York
No. 01RE6095941
Qualified in Chautauqua County
My Commission Expires July 7, 2007

(State of New York) (County of Chautauqua) ss

On this 14th day of December, 2005, before me personally came Camile A. Belcher to me known and known to be the President of the Brocton Central School District Board of Education, and he executed the foregoing contract, with full authority to do so from the Board of Education, and he duly acknowledged to me that he executed the same.

Ann M. Ressler
Notary Public

Ann M. Ressler
Notary Public - State of New York
No. 01RE6095941
Qualified in Chautauqua County
My Commission Expires July 7, 2007

State of New York) (County of Chautauqua) ss

On this 14th day of December, 2005, before me personally came Jane F. Dickerson to me known and known to be the Co-president of the Brocton Central School District Teachers' Association, and she executed the foregoing contract, with full authority to do so from the Board of Education, and she duly acknowledged to me that she executed the same.

Ann M. Ressler
Notary Public

Ann M. Ressler
Notary Public - State of New York
No. 01RE6095941
Qualified in Chautauqua County
My Commission Expires July 7, 2007

State of New York) (County of Chautauqua) ss

On this 14th day of December, 2005, before me personally came Patricia J. Petrella to me known and known to be the Co-president of the Brocton Central School District Teachers' Association, and she executed the foregoing contract, with full authority to do so from the Board of Education, and she duly acknowledged to me that she executed the same.

Ann M. Ressler
Notary Public

Ann M. Ressler
Notary Public - State of New York
No. 01RE6095941
Qualified in Chautauqua County
My Commission Expires July 7, 2007

APPENDIX A—BROCTON 2003-2004 SALARY SCHEDULE

STEP	BA/MA
1	\$31,936
2	\$33,216
3	\$34,145
4	\$35,100
5	\$36,082
6	\$37,093
7	\$38,131
8	\$39,656
9	\$41,490
10	\$43,213
11	\$44,963
12	\$47,526
13	\$50,090
14	\$52,653
15	\$55,262
16	\$65,425

Teachers advance one step from 2002-03 to 2003-04
Masters Degree \$600
Graduate Hours at \$70

APPENDIX B—BROCTON 2004-2005 SALARY SCHEDULE

<u>STEP</u>	<u>BA/MA</u>
1	\$32,096
2	\$33,382
3	\$34,316
4	\$35,276
5	\$36,262
6	\$37,278
7	\$38,322
8	\$39,854
9	\$41,697
10	\$43,429
11	\$45,188
12	\$47,764
13	\$50,340
14	\$52,912
15	\$56,367
16	\$66,557

Teachers advance one step from 2003-2004 to 2004-2005

Masters Degree \$600

Graduate Hours at \$70

APPENDIX C—BROCTON 2005-2006 SALARY SCHEDULE

<u>STEP</u>	<u>BA/MA</u>
1	\$32,256
2	\$33,549
3	\$34,487
4	\$35,452
5	\$36,444
6	\$37,465
7	\$38,513
8	\$40,054
9	\$41,906
10	\$43,646
11	\$45,414
12	\$48,002
13	\$50,592
14	\$53,181
15	\$57,354
16	\$66,000
17	\$68,200

Teachers advance two steps from 2005-2006 to 2006-2007

Masters Degree \$600
Graduate Hours at \$70

APPENDIX D—BROCTON 2006-2007 SALARY SCHEDULE

<u>STEP</u>	<u>BA/MA</u>
1	\$32,675
2	\$33,330
3	\$33,985
4	\$34,935
5	\$35,913
6	\$36,808
7	\$37,840
8	\$38,898
9	\$40,454
10	\$42,325
11	\$44,082
12	\$45,868
13	\$48,482
14	\$51,098
15	\$53,713
16	\$58,357
17	\$66,000
18	\$68,000
19	\$69,999

Teachers advance one step from 2006-2007 to 2007-2008

Masters Degree \$600

Graduate Hours at \$70

APPENDIX E—BROCTON 2007-2008 SALARY SCHEDULE

STEP	BA/MA
1	\$33,175
2	\$33,830
3	\$34,485
4	\$35,435
5	\$36,413
6	\$37,308
7	\$38,340
8	\$39,398
9	\$41,954
10	\$43,825
11	\$45,582
12	\$47,368
13	\$49,982
14	\$52,598
15	\$55,213
16	\$58,857
17	\$66,500
18	\$68,500
19	\$70,999

Teachers advance one step from 2006-07 to 2007-08. Should the successor contract not be in place for the beginning of 2008-09 school year, individuals will move up one step as per Triborough.

Masters Degree \$600

Graduate Hours at \$70

APPENDIX F—EXTRA-CURRICULAR

The index value will be as follows:

03-04=\$340.70; 04-05=\$349.22; 05-06=\$357.95; 06-07=\$366.90; 07-08=\$376.07

<u>ACTIVITY</u>	<u>INDEX</u>
1. Senior Class Advisor	3.6
2. Junior Class Advisor	3.6
3. Musical Director	4.1
4. Assistant Director for Musical	2.4
5. Senior Play/Drama Director	2.8
6. Honor Society	2.6
7. Student Council - High School	3.0
8. Student Council - Middle School	2.74
9. Newspaper	4.5
10. Science Club (Photography)	3.0
11. Ski Club	3.0
12. Assistant Ski Club	2.0
13. FHA	3.0
14. Athletic and Pool Director	10.8
15. SADD Advisor	3.0
16. Ticket Taker	0.2
17. Trap Club	3.0
18. Intramural Sports/Sat. Basketball	1.4
19. Pep Band	2.0
20. Photography Club	3.0
21. French Club	3.0
22. Chaperones	0.2
23. Business Club	3.0
24. Sophomore Class Advisor	1.5
25. Freshman Class Advisor	1.5
26. Spanish Club	3.0
27. Technology Club	3.0
28. Middle School Advisor/Junior High Newspaper	1.5
29. Health Coordinator	3.0
30. Newspaper/Yearbook Business Manager	3.0
31. Detention	0.13
32. Student Court Advisor	2.56
33. Publication Production Advisor/Yearbook	2.74
34. Publication Copy Advisor/Year	2.74
35. School Store Advisor	2.5
36. School to Work Coordinator	6.0
37. Title I Coordinator	10.3
38. Power Lifting Club	3.5

APPENDIX G—ATHLETIC SALARIES

The index value will be as follows:

03-04=\$340.70; 04-05=\$349.22; 05-06=\$357.95; 06-07=\$366.90; 07-08=\$376.07

<u>Step</u>	<u>FOOTBALL</u>		<u>SOCCER</u>	<u>BASKETBALL</u>		
	Varsity	Assistant		Varsity	J.V.	Jr. High
1	8.4	6.4	6.4	8.4	6.3	4.8
2	8.8	6.8	6.6	8.8	6.7	5.2
3	9.2	7.2	7.0	9.2	7.1	5.6
4	9.6	7.6	7.4	9.6	7.5	6.0
5	10.0	8.0	7.8	10.0	7.9	6.4
6	10.4	8.4	8.2	10.4	8.3	6.8
7	10.8	8.8	8.6	10.8	8.7	7.2

<u>Step</u>	<u>BASEBALL</u>	<u>TRACK</u>	<u>SOFTBALL</u>	<u>GOLF</u>	<u>SWIMMING</u>	<u>BOWLING</u>
1	6.6	6.6	6.6	4.2	5.7	4.2
2	7.0	7.0	7.0	4.6	6.1	4.6
3	7.4	7.4	7.4	5.0	6.5	5.0
4	7.8	7.8	7.8	5.4	6.9	5.4
5	8.2	8.2	8.2	5.8	7.3	5.8
6	8.6	8.6	8.6	6.2	7.7	6.2
7	9.0	9.0	9.0	6.6	8.1	6.6

<u>Step</u>	<u>TENNIS</u>	<u>J. VOLLEYBALL</u>		<u>CHEERLEADING (BASKETBALL/FOOTBALL)</u>		
	Varsity	Varsity	J.V.	Varsity	JV	Junior High
1	4.2	6.4	4.4	4.4	2.6	2.2
2	4.6	6.8	4.8	4.8	3.0	2.3
3	5.0	7.2	5.2	5.2	3.4	2.5
4	5.4	7.6	5.6	5.6	3.8	2.7
5	5.8	8.0	6.0	6.0	4.2	3.0
6	6.2	8.4	6.4	6.4	4.6	3.2
7	6.6	8.8	6.8	6.8	5.0	3.4

<u>Step</u>	<u>B. VOLLEYBALL</u>		<u>JV BASEBALL/ SOFTBALL</u>
	Varsity	J.V.	
1	3.2	2.2	4.5
2	3.3	2.3	4.9
3	3.5	2.5	5.3
4	3.7	2.7	5.7
5	4.0	3.0	6.1
6	4.2	3.2	6.5
7	4.4	3.4	6.9

APPENDIX H—INSTRUCTIONAL EMPLOYEE OBSERVATION REPORT

**BROCTON CENTRAL SCHOOL DISTRICT
INSTRUCTIONAL EMPLOYEE OBSERVATION REPORT**

Name _____

Subject/Grade Level _____

Time/Period _____

Date of Observation _____

Number of Students _____

Years of Service: 1 2 3 Tenure

Date of Post Observation Conference _____

- I SUMMARY OF CLASSROOM OBSERVATION:
(Lesson Observed, Instructional Objectives, Procedure and
Instructional Activities, Criteria for Achievement of Goals/Objectives)
- II EVALUATION OF LESSON AND RECOMMENDATION(S)
- III SUMMARY OF POST OBSERVATION CONFERENCE AND
RECOMMENDATIONS:

Signature of both employee and evaluator will be affixed to this document. The signature hereto affixed indicates that the employee has reviewed this document. It does not necessarily imply agreement or disagreement with the observation. An employee's signature on this report shall not constitute approval. An employee shall have the right to include remarks, statements, etc. concerning said report. Such remarks may be made upon the original observation report and/or attached sheets if necessary.

The affixed signature or comments do not abrogate the employee's rights as outlined in the contract.

Signature of Employee _____ Date _____

Signature of Observer _____ Date _____

Initial if there are attached documents _____

APPENDIX I—TEACHER ASSISTANTS HOURLY SALARY SCHEDULE

<u>Step</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	\$9.10	\$9.46	\$9.84	\$10.24	\$10.65
2	\$9.41	\$9.79	\$10.18	\$10.59	\$11.01
3	\$9.71	\$10.10	\$10.51	\$10.93	\$11.36
4	\$10.02	\$10.42	\$10.83	\$11.27	\$11.72
5	\$10.33	\$10.74	\$11.17	\$11.62	\$12.08
6	\$10.63	\$11.05	\$11.50	\$11.96	\$12.43
7	\$10.93	\$11.37	\$11.82	\$12.30	\$12.79
8	\$11.23	\$11.68	\$12.15	\$12.63	\$13.14
9	\$11.53	\$11.99	\$12.47	\$12.97	\$13.49
10	\$11.85	\$12.32	\$12.81	\$13.32	\$13.86
11	\$12.15	\$12.63	\$13.14	\$13.66	\$14.21
12	\$12.45	\$12.95	\$13.46	\$14.00	\$14.56
13	\$12.75	\$13.26	\$13.79	\$14.34	\$14.92
14	\$13.70	\$14.24	\$14.81	\$15.41	\$16.02

Teaching assistants will be paid a salary equivalent to their hourly rate multiplied by their contracted daily hours multiplied by 200. This amount shall be prorated over the number of pay periods selected by the employee. Hours, or parts of hours, worked in excess of their contracted hours shall be paid according to their hourly rate.

APPENDIX J—JOB DESCRIPTION FOR TEACHER ASSISTANT

Teaching Assistant General Statement

Pursuant to Education Law 3009(2b) and 8NYCRR 80.33(b), the teaching assistant provides direct instructional services to students. The regulation requires that this instructional service be provided under the general supervision of a licensed or certified teacher. (When duties and responsibilities of teaching assistants were certified by the Commissioner of Education to the State Civil Service Commission pursuant to Civil Service Law 35(g), such duties and responsibilities did not include acting as a primary instructor.) Performs library clerical, management, and supervision under the direction of a Teacher.

Distinguishing Features of Position:

The teaching assistant is provided general (as contrasted with direct or personal) supervision by the licensed or certified teacher(s) who are responsible for the students' instruction. Regular teachers provide direction and guidance to teaching assistants concerning the direct instructional services they are providing to students.

Teaching assistants, unlike teacher aides, are members of the teaching staff and must be given a probationary appointment as a teaching assistant as described in 30.8(d) of the Rules of the Board of Regents. Recognizing that teaching assistants are not intended to replace licensed or certified teachers, it is not appropriate to assign primary instructional duties to a teaching assistant, regardless of any teaching license or credential the individual may possess. Such an assignment would be outside the teaching assistant's tenure area.

Teacher Assistant has either had prior training or experience in instruction operations or has a knowledge of them. Persons in this position work under supervision when beginning new procedures, but once the procedure has been established proceed with little or no additional direct supervision.

Preparation

The candidate shall have completed a four-year school program or its equivalent. Such study shall be supplemented by training and experience appropriate to the position in question. Any person employed as a teaching assistant shall hold one of the following credentials.

Temporary License

Upon application of a superintendent of schools a temporary license as a teaching assistant may be issued to a person having the qualifications defined in (a) below:

- (a) *Preparation.* The candidate shall have completed a four year high school program or its equivalent. Such study shall be supplemented by training and experience appropriate to the position in question.
- (b) The application for this license shall be filed on forms prescribed by the commissioner and shall include the following information: the name and address of the candidate; the

candidate's education, related teaching; administrative and/or supervisory experience; occupational and/or practical experience; and other unusual qualifications; a description of the teaching assistant's duties; a description of how the teaching assistant will be supervised; a description of the employing school district's in-service training program for teaching assistants and the professional staff utilizing such personnel and a description of the district's plan for using teaching assistants.

- (c) *Time validity.* The temporary license shall be valid for one year from the date of issuance. No more than two temporary licenses may be issued to the same individual.

Continuing Certificate

Upon application of a superintendent of schools a continuing certificate as a teaching assistant may be issued to a person having the qualifications defined in (a) below:

- (a) *Preparation.* The candidate shall have completed six semester hours of appropriate collegiate study in or related to the field of elementary and/or secondary school service at a regionally accredited institution of higher education or at an institution approved by the department. The commissioner may approve alternative preparation as required in this paragraph.
- (b) *Experience.* The candidate shall have completed one year of experience as a licensed teaching assistant or as a certified teacher in an approved school.
- (c) *Time validity.* The continuing certificate shall be valid continuously, except when the holder thereof has not been regularly employed as a teaching assistant in the public schools of New York for a period of five consecutive years, in which case the validity of the certificate shall lapse.

Required Knowledge, Skills and Abilities:

Good knowledge of office terminology, procedures, and equipment as applied to library operations is required. Ability to understand and carry out directions; accuracy; industry; mental alertness and physical stamina; neatness; tact; willingness to follow a prescribed routine; ability to get along with others; aptitude for library work and a interest in library work are necessary to the position. Ability to supervise and work with students a must.

Examples of Work (Illustrative Only)

Compile data for statistical reports. Maintain bulletin boards and physical arrangements for classroom.
Assist teachers with related class projects. Supervise students in the classroom
Assist Teacher with other duties as assigned.

Working with individual pupils or groups of pupils on special instructional projects providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning and behavioral experiences; assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials; utilizing their own special skills and abilities by assisting in

instructional programs in such areas as: foreign languages, arts, crafts, music and similar subjects; assisting in related instructional work as required; and assisting students with specific health related activities as appropriate.

Experience and Training:

Graduation from a standard high school or possession of a high school equivalency diploma, and one of the following:

- A. Two years of College
and
- B. One year library experience
or
- C. Two years general clerical or teacher assistant experience
or
- D. Any equivalent combination of experience and training sufficient to indicate ability to do the work.

APPENDIX K—OTHER PROFESSIONAL SALARIES

The following will be paid 1/200 of their teaching salary for each day worked during these summer programs.:

- Summer school driver education teachers
- Summer guidance counselor(s)
- Summer kindergarten-screening teacher
- Summer Elementary Reading Program Teacher(s)
- Summer Regents review teachers.

The following will be paid 0.075 times the extra-curricular index value per hour for all work done outside the regular school day:

- After school reading or math program
- Before school reading or math program
- Summer curriculum work
- Tutors

The following will be paid 0.15 times the extra-curricular index value per hour for all work done outside the teachers normal work day:

- Graders/Trainers at Regional Centers
- Teachers administering and/or grading summer Regents exams