

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Jamestown City School District and Jamestown Teachers Association (JTA) (2000)**

Employer Name: **Jamestown City School District**

Union: **Jamestown Teachers Association (JTA)**

Local:

Effective Date: **07/01/00**

Expiration Date: **06/30/03**

Number of Pages: **80**

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

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

5366_06302003

SD
TA

Jamestown City School District And
Jamestown Teachers Assn

Agreement
between
Superintendent of
the Jamestown Public Schools
and
Jamestown Teachers Association

July 1, 2000-June 30, 2003

RECEIVED

DEC 22 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

548 members

Final approval March 23, 2001

JTA 2000/2003 Contract Table of Contents

1.	RECOGNITION AGREEMENT.....	1
	1.1 Recognition	1
	1.11 Nature of Terms	
	1.12 Members of Unit	
	1.13 Definitions	
	1.2 Dues Deduction	2
	1.21 Fair Share	
	1.22 Certification of Dues	
	1.23 Deduction Process	
	1.24 No Reprisals	
	1.3 Association Rights	2
	1.31 Association's Use of Buildings	
	1.32 Faculty Bulletin Boards for Association Use	
	1.33 Association Use of Interschool Mail and Mail Boxes	
	1.34 Association Office	
	1.35 Release Time for Association President	
	1.36 Use of Equipment	
	1.37 Copies of Board Agenda and Minutes	
	1.38 Copies of Board Policies and Rules	
	1.4 Miscellaneous	3
	1.41 Copies of Agreement	
	1.42 Saving Clause	
	1.43 Agreement Constitutes Board Policy	
	1.44 Management Rights	
	1.45 Duration and Continuation	
	1.46 Amendment	
	1.47 Forms	
	1.5 Negotiation Procedures	4
	1.51 Time and Scope of Negotiations	
	1.52 Availability of Budgetary and Financial Information	
2	TEACHER-ADMINISTRATION LIAISON.....	4
	2.1 Teacher-Principal Liaison	4
	2.11 Meetings	
	2.12 Association Meetings	
	2.13 Time After Faculty Meetings	
	2.14 Association Duties	
	2.2 Teacher-Administrative Liaison Committee	5
	2.21 Purpose, Agenda, and Meetings	
	2.22 Composition	
	2.23 Special Meetings	
	2.3 Curriculum Development	5
	2.31 Curriculum and Instructional Development	
	2.32 Innovation and Experimentation	
	2.33 Changes in Curriculum or Materials	
	2.34 Voluntary Program Assignment	
3	GRIEVANCE PROCEDURE.....	6
	3.1 Definition	6
	3.2 Stage 1	6
	3.3 Stage 2	6
	3.4 Stage 3	6
	3.5 Stage 4	6
	3.6 Mediation	7
	3.7 Election of Forum	7
	3.8 Arbitration	7
	3.9 Time Limits	7
	3.10 Released Time	8
	3.11 Participation During School Day	8

JTA 2000/2003 Contract Table of Contents

4	PROFESSIONAL DEVELOPMENT.....	8
	4.1 Expenses of Professional Workshops and Conferences	8
	4.10 Governing Document	
	4.11 Budget	
	4.12 Apportionment Plan	
	4.13 Conference Money Chairperson	
	4.14 Department Apportionment	
	4.15 Reimbursement	
	4.2 Academic Freedom Responsibilities	9
	4.3 Individual Freedom	9
	4.4 Professional Development	9
5	SUPPLIES AND MATERIALS.....	9
	5.1 Annual Requests	9
	5.2 Supplies	10
	5.21 Review of Request	
	5.22 Distribution of Supplies and Equipment	
	5.3 Petty Cash	10
6	SCHOOL BUILDING FACILITIES.....	10
	6.1 Repairs	10
	6.2 Classroom and School Building Facilities	10
	6.3 Traveling Teachers	11
	6.31 Facilities	
	6.32 Travel Allowance	
7	TEACHER EMPLOYMENT.....	11
	7.1 Teacher Recruitment	11
	7.11 New Teacher	
	7.12 Certified Personnel	
	7.13 Assignment	
	7.2 The Names of All New Staff Members	11
	7.3 Orientation of Staff	11
	7.4 Prior Service Credit	11
	7.41 Initial Placement	
	7.42 Education and Experience	
	7.43 Military Credit	
	7.44 Related Work	
	7.45 Maintenance of Credit	
	7.46 Recall	
	7.47 Re-Employment of Teachers	
	7.48 Health Professionals and Long-Term Substitutes	
	7.5 Seniority	12
	7.51 Definition	
	7.52 Seniority List	
8	ASSIGNMENT AND TRANSFERS.....	12
	8.1 Assignment of Teaching Faculty	12
	8.11 Notice	
	8.12 Adjustments	
	8.2 Appointments and Assignments	12
	8.3 Positions	13
	8.4 Teacher Transfer	13
	8.41 Announcement of Vacancies	
	8.42 Voluntary Transfers	
	8.43 Involuntary Transfers and Reassignments	

JTA 2000/2003 Contract Table of Contents

8.44	Rights and Probationary Service of Transferred Teachers	
8.45	Filling of Vacancies	
8.46	Transfer outside Tenure Area	
8.6	Summer and Evening Schools	14
8.61	Appointment	
8.62	Application	
8.63	Tentative Status	

9 LEAVES OF ABSENCE15

9.1	Sick Leave	15
9.11	Basic Sick Leave Plan	
9.12	Sick Leave Bank	
9.13	Supplemental Sick Leave	
9.14	Extended Sick Leave	
9.15	Doctor's Certificate	
9.2	Probationary Status Extended	16
9.3	Short Terms of Absence	16
9.31	Religious Days	
9.32	Visitation Days	
9.33	Association Days	
9.34	Legal Days	
9.35	Military Days	
9.4	Personal Days	17
9.41	Allowance	
9.42	Request	
9.43	Restrictions	
9.44	Emergency	
9.5	Obtaining Substitutes	17
9.51	Teacher Notice to District	
9.52	Obtaining Substitutes	
9.53	Extra Coverage	
9.54	Compensation for Extra Coverage	

10 EXTENDED LEAVES OF ABSENCE17

10.1	Leave of Absence for Professional Association Officers	17
10.2	Peace Corps, Exchange Teacher, and Similar Leaves	18
10.3	Military Leaves	18
10.4	Child Rearing Leave	18
10.41	Application	
10.42	Benefits	
10.43	Substituting	
10.44	Insurance	
10.5	Public Leave of Absence	18
10.6	Sabbatical Leave	19
10.61	Eligibility	
10.62	Purpose	
10.63	Number	
10.64	Application	
10.65	Sabbatical Salary	
10.66	Disability	
10.67	Employment Status	
10.68	Commitment	
10.7	Personal Leave Without Pay	20
10.8	Resumption of Benefits after Leave	20

JTA 2000/2003 Contract Table of Contents

11	TEACHING LOADS AND CONDITIONS.....	20
	11.1 K-4 Class Size	20
	11.2 Middle and High Schools	21
	11.21a Limits High School	
	11.21b Limits Middle School	
	11.22 Physical Limits	
	11.23 Exceptions, Applicable to Grades 5-12	
	11.24 Student Load Limits	
	11.3 Classroom Capacities Not to be Exceeded	21
	11.4 Specialists and Special Programs	22
	11.41 Art	
	11.42 Music	
	11.43 Physical Education	
	11.44 Library	
	11.5 Enumeration of Specialists	22
	11.6 Preparation Time in K-4 Education	22
	11.61 Special Teacher Time	
	11.62 Teacher Presence Not Required	
	11.63 Minimum Duty-Free Period	
	11.64 Grade Level Meetings	
	11.65 Preparation Days	
	11.7 Preparation and Subject Areas in Secondary	23
	11.71 Preparation Limits	
	11.72 Scheduling	
	11.8 Teaching Periods in Grades 5-12	23
	11.9 Music Teacher Schedule and Overload Pay	23
12	HOURS, DAYS, AND DUTIES.....	24
	12.1 School Calendar	24
	12.2 The School Year	24
	12.21 Day Limit	
	12.22 Orientation and Professional Development Days	
	12.23 In-Service Days	
	12.24 Parent Conferences	
	12.25 Final Week	
	12.26 Counselors	
	12.27 Commencement	
	12.28 First Student Day - Elementary	
	12.3 Teachers' Work Day	25
	12.31 Professional Responsibilities	
	12.32 Limitations	
	12.33 Flexible Schedules	
	12.34 Work Day	
	12.4 School Closings Because of Weather or Emergency Conditions	26
	12.41 School Closings	
	12.42 Responsibilities of Employees	
	12.43 Personnel Procedures	
	12.44 Make-Up Time	
	12.5 Lunch Period	26
	12.6 Non-Professional Assignments	26
	12.7 After School Meetings	27
	12.71 Notice	
	12.72 Department Meetings	
	12.73 Evening Assignments	
	12.8 Extra Classroom Activities	27

JTA 2000/2003 Contract Table of Contents

12.9 Non-Professional Duties Eliminated	27
12.91 Clerical Duties	
12.92 Scoring	
12.10 Transportation of Pupils	27
12.11 Registers	27

13 TEACHER PROTECTION28

13.1 Harassment, Assault and Battery (H.A.B.)	28
13.11 Reporting Harassment, Assault and Battery	
13.12 Written Report	
13.13 Legal Options	
13.14 Information	
13.15 Investigation	
13.2 Insurance Against Prosecutions	28
13.3 Save Harmless	28
13.4 Building Evacuations	28

14 STUDENT DISCIPLINE29

14.1 Student Discipline	29
14.11 Necessary Measures	
14.2 Disciplinary Direction	29
14.3 Disruptive Pupils	30
14.31 Notification/Pre-Assignment Conference	
14.32 Report and Referral	
14.4 Suspension of Pupils	30
14.41 Teacher Recommendation	
14.42 Reinstatement Conference	
14.5 Parent Cooperation in Discipline	30

15 EVALUATION31

15.1 Procedure	31
15.11 Purpose	
15.12 Review	
15.13 Response	
15.14 Open Observation	
15.2 Probationary Status	31
15.21 Dismissal/Denial of Tenure	
15.22 Health Professionals	
15.3 Teacher Discipline	31
15.4 Fair Dismissal	32
15.41 Schedule of Probationary Teachers	
15.42 Reasons and Hearing	
15.43 Recourse	

16 TEACHER PERSONNEL FILE32

16.1 Review of Personnel File	32
16.2 Obsolete Data	32
16.3 Anonymous Materials	32
16.4 Response to Derogatory Materials	32
16.5 Parent-Student Complaints	32

17 SALARY33

17.1 Teacher Salary	33
17.2 Advancement Through Teacher's Salary Schedule	33
17.21 Step Movement	

JTA 2000/2003 Contract Table of Contents

17.22 Course Work	34
17.23 Professional Advancement Approval	
17.24 Course and Step Movement	
17.25 Longevity Award	
17.26 Add Ons	
17.27 Long-Term Substitutes	
17.3 Paychecks	34
17.4 Pay Periods	34
17.5 Differentials	34
17.51 Special Education, Speech and Reading Teacher Differential	
17.52 Guidance Counselor's Differential	
17.53 Existing Salary Differential Guaranteed	
17.54 Department Chairpeople	
17.55 School Psychologists	
17.6 Extra-Classroom Duty Pay	34
17.61 Compensation	
17.62 First Preference	
17.7 Schedules for Special Services	35
17.8 Home Teaching Schedule	35
17.9 Proctoring Special Examinations	35
17.10 Curriculum and Instructional Development	36
17.11 Salary of Temporary Appointments	36
17.12 Voluntary Participation in Workshop and Training Sessions	36
18 INSURANCE AND ANNUITIES	36
18.1 Medical Insurance Agreement	36
18.11 Section 125 Plan	
18.12 Supplemental Life Insurance	
18.2 Payroll Deduction for Group Life Insurance	38
18.3 Tax Sheltered Annuity Program	38
19 TERMINAL LEAVE	38
19.1 Requirements to Receive Terminal Leave Payments	38
19.2 Computing Terminal Leave Payment	38
19.3 Application of Section 19	38
19.4 Future Negotiations Concerning Terminal Leave	39
19.5 Health Insurance Option	39
20 SHARED DECISION MAKING	39
20.1 Teacher Volunteers	39
20.2 Contract Waivers	39
20.3 Length of Waivers	39
21 MENTOR TEACHER	39
21.1 Purpose	39
21.2 Release Time	39
21.3 Mentor Observations	39
21.4 Participation of Mentor in Teacher Evaluations	39
21.5 Selection of Mentors	39

1. RECOGNITION AGREEMENT

1.1 Recognition

1.11 Nature of Terms

The Board recognizes the Association as the exclusive representative of the employees in a unit composed of all professionally certificated employees and all non-certificated employees filling positions for which certification by the New York State Education Department is normally required, whether such positions presently exist or are hereafter created, for the purpose of negotiations regarding wages, hours and terms and conditions of employment and in the settlement of grievances under the laws of the State of New York. Such negotiations shall be in accordance with applicable State Law and all Amendments and interpretations thereto.

1.12 Members of Unit

Members of the Unit are those whose positions require that forty percent (40%) of their service shall be performed in classroom instruction, shop or laboratory instruction, counseling and home teaching, specifically including classroom teachers, guidance counselors, school psychologists, school nurse teachers, school nurse practitioners, registered professional school nurses, occupational therapists, certified occupational therapy assistants, physical therapists, librarians, department chairpersons, teacher assistants, long-term substitutes, teachers on special assignment, and all other employees in such positions.

Only the following positions shall be excluded from the unit: Superintendent of Schools; Assistant to the Superintendent; Coordinators; Directors; Supervisors; Principals; Assistant Principals; Administrative Assistants and any other such administrative or supervisory personnel as later may be added.

1.13 Definitions

Administration - The Superintendent of Schools, the central office staff, and all other professional employees who are excluded from the negotiating unit represented by the Association.

Association President - Chief Executive Officer of the Association or his designee.

Building Representatives - The duly designated representatives of the Association for each school building.

Negotiating Unit - The group of employees of the City School District of the City of Jamestown represented by the Association.

Special Assignment: Any assignment not otherwise identified in section 1.12. Before the creation of, or the placement of a member in, any such assignment, the Superintendent, Association President, and the affected teacher will agree to negotiate mutually acceptable job duties and salary.

Superintendent - Chief Executive Officer of the Board, or his designee.

Teachers - All employees of the District in the negotiating unit except where the language of the provision plainly indicates otherwise (e.g. by the use of such phrases as "traveling teacher", "special teacher" or "health professionals".)

Health Professionals - All employees in the following positions: registered professional school nurse, occupational therapist, certified occupational therapy assistant, and physical therapist.

Long-Term Substitutes - Long-Term substitutes shall be defined and shall receive benefits pursuant to Board Policy #6220 except that where the substitute is appointed for a full school year (sometimes referred to as a one-year appointment), he/she shall also receive health insurance, life insurance and Section 125 benefits pursuant to Section 18.1 of this Agreement.

Grade-level Organization - Unless specifically designated otherwise, the following terms are defined as follows:

Elementary means Kindergarten and Grades 1, 2, 3 and 4.

Middle School means Grades 5, 6, 7, and 8.

High School means grades 9, 10, 11 and 12.

1.2 Dues Deduction

1.21 Fair Share

The District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association an agency fee in an amount equivalent to the dues of the Association including dues of the National Education Association and the National Education Association of New York and to promptly transmit the sums so deducted to the Association.

1.22 Certification of Dues

The Association will certify to the Administration in writing the current rate of its total and pro rata membership dues. When there are changes in the rate of membership dues, the Association will give the Administration thirty (30) days written notice prior to the effective date of such change.

1.23 Deduction Process

Dues will be deducted in equal installments for each payday on a pro-rata basis, commencing with the first available pay date.

For members actively employed at the end of the previous school year, their deductions will be continuous and shall resume with the first check in September.

For those who begin their employment at the beginning of the school year, their deductions will start with the first check in October. For teachers employed after the beginning of the school year, their deductions will start with the first available payday.

The Association shall hold the District harmless from any and all suits, claims and liabilities of any kind that may arise out of, or by reason of, any action taken or not taken by the District pursuant to this paragraph.

1.24 No Reprisals

There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its legal activities. Notwithstanding resolution of the claim during informal discussions, the sole and exclusive method of review of any and all alleged violations of this section shall be to the Public Employment Relations Board under its rules.

1.3 Association Rights

1.31 Association's Use of Buildings

a) The Association will have the right to use school buildings without cost at reasonable times before or after the school day or in the evening for meetings and other business provided that such use will not conflict with previously scheduled school events. The principal of the building in question will be notified in advance of the time and place of all such meetings. Such notice shall be given not later than the close of school of the date of any such meeting.

b) The Association agrees to abide by whatever rules and regulations are established by the Board for all groups who utilize the school property after school hours. Specifically, the Association agrees to limit its meetings to custodial employees' normal working time.

1.32 Faculty Bulletin Boards for Association Use

There will be faculty bulletin boards in each building of the school system for the exclusive use of the Association. The present number and location of said bulletin boards shall not be changed except by mutual consent. At least one faculty bulletin board shall be installed in each new building at a location to be agreed upon by the parties hereto. No organization representing or purporting to represent employees in the employer-employee unit represented by the Association shall have the use of the bulletin boards and/or the school internal communication facilities except by the Association and its affiliates.

1.33 Association Use of Interschool Mail and Mail Boxes

The Association shall have the use of interschool mail facilities and faculty mail boxes for its affairs. The placement of such materials shall be limited to before and after school hours, the lunch period, and the preparation period provided, however, that the preparation period shall be used only to the extent that unavoidable circumstances make it necessary to do so.

1.34 Association Office

The Association shall be allowed to install a telephone at its own expense. The Board shall make every effort to provide space for desk and phone for Association use in the building of the Association president.

1.35 Release Time for Association President

High School: The president shall be assigned no more than two and one half (2 ½) blocks of instruction or supervision in the A.M. per day.

Elementary and Middle School - the president shall be given two (2) one-half days or its equivalent per week as release time. Assignments shall be made by the building principal.

1.36 Use of Equipment

The Association will be allowed to use the mimeograph, thermofax and ditto machines after arrangements have been cleared with the building principal. There shall be no charge for the use of the equipment. However, the use of the equipment shall be limited to hours outside of the school day. All supplies shall be paid for by the Association. Requests for the use of other equipment shall be made to the Superintendent.

1.37 Copies of Board Agenda and Minutes

The Association president and the Association secretary shall be provided with a copy of the minutes of official Board meetings. A copy of the official agenda for each Board meeting, and any attached documents, will be given to the Association representative at each Board meeting.

1.38 Copies of Board Policies and Rules

The Association and each Senior Building Representative will be provided with a copy of the Board's policies and Rules and Regulations and with changes as adopted.

1.4 Miscellaneous

1.41 Copies of Agreement

The cost of printing and publishing about 800 copies of this Agreement shall be shared equally by the Board and the Association.

1.42 Saving Clause

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

1.43 Agreement Constitutes Board Policy

This Agreement constitutes Board policy for the term of said agreement, and the Board will carry out the commitments contained herein and give them full force and effect as board policy. The Board will take such other actions as may be necessary in order to give full force and effect to this Agreement.

1.44 Management Rights

Except as expressly limited by other provisions of this Agreement or the T.O.E. Agreement all of the authority, rights and responsibilities possessed by the District are retained by it, including, but not limited to, the right to determine the facilities, methods, means and number of personnel required for conduct of District programs; to administer the personnel operations of the District, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion assignment, or transfer of unit members pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions in accordance with law and the provisions of the Agreement.

1.45 Duration and Continuation

The provisions of the Agreement shall be effective from July 1, 2000 through June 30, 2003. All provisions will remain in full force and effect until a successor Agreement is negotiated.

1.46 Amendment

The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

1.47 Forms

Applicable forms shall be placed in the Appendices of this Agreement.

1.5 Negotiation Procedures

1.51 Time and Scope of Negotiations

a) On or about January 15 and not later than January 31 of the last year of this Agreement, the parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning hours, wages, terms and conditions of teachers' employment. Any agreement so negotiated shall apply to all members of the employer-employee unit represented by the Association, be reduced to writing, be signed by the Superintendent and by the Association.

b) Time for negotiations in mediation and fact-finding: The time of the hearing and/or meetings shall be determined by the mediator, fact-finder and arbitrator. When negotiation meetings are scheduled by a mediator or fact-finder, the members of the negotiation team of the Association (7) shall be permitted to attend with no salary loss to the individuals involved.

1.52 Availability of Budgetary and Financial Information

The Administration will provide for review and/or copying those materials prescribed by New York State Law and/or Federal Law. The Administration will also make available to the Association for inspection and copying all information which is necessary in formulating their proposal in accordance with the Taylor Act.

2. TEACHER-ADMINISTRATION LIAISON

2.1 Teacher-Principal Liaison

2.11 Meetings

The Association shall select building representatives from among its members in each building for such school building, and the Senior Building Representative, or, in his absence, his designee, shall meet with the principal at least once every two weeks during the school year to discuss the written agenda (time, length and place of meeting) of any after-school meetings to be held, as well as local school problems and practices. Any such meeting may be canceled or adjourned by mutual consent. In the event of a pressing current problem, either party, by mutual consent, may call an additional meeting.

Building Liaison Committees, when meeting with building principals regarding agenda, should address any legitimate issues regarding the need for release time or compensation for attendance. The criteria for this determination is whether the agenda requires attendance beyond the normally practiced duration or frequency of meetings. The subject or mode of the agenda presentation would not be a determinant factor regarding the need for release time or compensation.

2.12 Association Meetings

Each Senior Building Representative, or his designee, after notifying the Building Principal, shall have the right to schedule Association meetings before or after school or during the lunch period in his or her building.

2.13 Time After Faculty Meetings

The Senior Building Representative, or his designee, shall be provided time after all building faculty meetings to report on matters involving representation of the teachers by the Association.

2.14 Association Duties

The Senior Building Representative, or in his absence, his designated alternate, shall be allowed to perform a part of his duties under this Agreement in the school day provided such time does not infringe on his assigned school duties, or involve other members of the Association during school hours.

2.2 Teacher-Administrative Liaison Committee

2.21 Purpose, Agenda & Meetings

A Teacher-Administrative Liaison Committee shall meet monthly for the purpose of discussing District problems, practices, and the administration of this Agreement. The Friday preceding the meeting, each group will submit items for the agenda. Any items not in the agenda, but mutually agreed upon at the beginning of each meeting, may be added to the agenda. In practice, the Committee will take up, alternately, items from the administrative and teacher groups, with the purpose of resolution of the problems and harmonious relations.

If any item on the agenda of the Committee appears to pertain primarily to a single school building, it will not be taken up by the Committee unless it has first been considered at a meeting pursuant to paragraph 2.11 of this Agreement and that meeting has certified in writing that the matter has not been successfully resolved at that level.

2.22 Composition

A permanent nucleus of the Committee will consist of four (4) persons for the teachers and four (4) persons for the administration. According to the topics of the agenda, and by mutual agreement, the teachers' group may be expanded to a maximum of eight (8) persons, and the administrative group of the Committee may be expanded to a maximum of eight (8) persons.

2.23 Special Meetings

Upon the Committee's written request and submission of majority and/or minority reports to the Superintendent, a special meeting with the Board shall be scheduled to discuss such matters of mutual concern.

2.3 Curriculum Development

2.31 Curriculum and Instructional Development

During the school year, it is the professional responsibility of people in the unit to assist in the development of Curriculum (including but not limited to research, evaluation, material development, etc.). Such activities are to be conducted at reasonable and convenient times.

2.32 Innovation and Experimentation

Changes in curriculum will be made only after consultation with the Curriculum Council and a committee of the teachers involved. The Curriculum Council shall be composed of individuals mutually selected by the Superintendent and the President of the Association or their designees. A committee will include individuals selected from the instructional unit(s) affected. The Curriculum Council shall consist of four (4) teachers and four (4) administrators. No persons may serve more than three (3) consecutive years on the Council. Curriculum Council is a body of Jamestown educators and administrators whose purpose is to review anticipated curriculum improvements for the benefit of our children. The Council does not function to approve or disapprove curriculum innovations, but to enhance communication within the district concerning changes and improvements in the content of instructional programs. A focus of the Council will be to examine issues relevant to the subject matter of instructional programs which may include the scope, sequence and primary and supplemental instructional materials. Following consultation with representative groups affected by an innovation, the Curriculum Council

shall forward to the Superintendent all curriculum proposals, including majority and minority reports, and the Council's recommendation. The Superintendent shall make his recommendation and if requested by the Council, forward all reports and recommendations to the Board.

In order to handle matters of special interest, ad hoc committees may be formed by action of the Curriculum Council or by joint action of the Association President and the Superintendent. The Curriculum Council shall meet on a regular basis of at least eight half days per school year. Teacher members of the Council shall be released from other duties to attend such meetings. If additional meetings are scheduled by the Council, they shall be outside the regular teaching day.

2.33 Changes in Curriculum or Materials

The Curriculum Council will be consulted on changes in the scope, sequence, or content of any areas of the curriculum, the selection of all textbooks and other instructional materials, the introduction of new materials, and the introduction of supplemental materials and experimental programs.

2.34 Voluntary Program Assignment

Experimental programs shall be assigned only to staff members who voluntarily assume the assignment.

3. GRIEVANCE PROCEDURE

3.1 Definition

A grievance is a claim by either an employee or the Association representing the employee(s) or the Administration that there has been a violation, misinterpretation or inequitable application of this Agreement and/or other terms and conditions of employment which are mandatory subjects of bargaining.

3.2 Stage 1

The aggrieved will first discuss the matter with his immediate supervisor or the Human Resources Director, either directly or through the Association representative, with the objective of resolving the matter informally. If a resolution cannot be reached on an informal level, the aggrieved will reduce his grievance to writing, on the mutually agreed upon form, and take it up with his immediate supervisor, or with the Human Resources Director, if appropriate. The aggrieved may be accompanied and/or represented by a designee of the Association.

3.3 Stage 2

The immediate supervisor or Human Resources Director shall schedule a meeting to consider the grievance with the aggrieved person(s) and the designated Association representative within ten (10) days after receipt of the grievance. The immediate supervisor or Human Resources Director shall respond in writing to the grievance within five (5) days after the Stage 2 meeting is held.

3.4 Stage 3

If the aggrieved person(s) and the Association is/are not satisfied with the response of the immediate supervisor or Human Resources Director, the Association shall notify the office of the Superintendent in writing within ten (10) days after receipt of the Stage 2 response. The Superintendent or the Superintendent's designee shall schedule a meeting to consider the grievance with the aggrieved person and the designated Association representative within ten (10) days after receipt of the notice. The Superintendent shall respond to the grievance within ten (10) days after the Stage 3 meeting is held.

3.5 Stage 4

If the Association is not satisfied with the response of the Superintendent, the Association shall so notify the office of the Clerk of the Board in writing within ten (10) days after receipt of the Stage 3 response requesting a Board hearing. The Clerk of the Board shall schedule a meeting with the Board or a committee of the Board to consider the grievance with the aggrieved person and the designated Association representative within twenty (20) days after receipt of the notice. The Board shall respond to the grievance within five (5) days after the Stage 4 meeting is held. Should the Board elect not to hear the grievance, they shall notify the Association within ten (days) of the receipt of the Association's notification to the Clerk of the Board.

3.6 Mediation

The parties may mutually agree to secure the services of a qualified mediator to assist them in an effort to resolve the grievance. All cost for mediation shall be shared equally by the parties.

3.7 Election of Forum

a) If a grievance is submitted to arbitration, such submission shall constitute an election of forum by the grievant and by the Association and constitutes a waiver and a bar to any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution of review to any judicial or other administrative forum.

b) If a teacher and/or the Association submits an issue to any judicial or administrative forum for resolution and review of an issue which might also constitute an alleged violation of the Agreement, then both the teacher and the Association waive their right to submit said issue to arbitration.

3.8 Arbitration

a) If the Association is not satisfied with the response of the Board, the grievance may be sent by the Association to binding arbitration for resolution. To do so, the Association shall send a demand to the American Arbitration Association ("AAA") and shall simultaneously send a copy of the demand to the office of the Superintendent. The copy must be received in the office of the Superintendent not later than the thirtieth day following the day on which the Board's response is sent to the Association.

b) The demand shall request arbitration of no more than one specifically identified grievance unless both parties have expressly agreed in writing to the submission of more than one grievance to a single arbitrator. The demand shall request that the AAA supply to the District and to the Association a list of seven (7) potential arbitrators. Each party shall strike from its copy of the list all those who are unacceptable to it and number the remaining ones in order of the party's preference. The AAA shall compare the two lists and name as arbitrator the person who has the highest degree of acceptability to both parties. If there is no person who is acceptable to both parties, the AAA shall send a second list of twenty names and the parties will repeat the foregoing process. If a comparison of the second list does not reveal a person that is acceptable to both parties, the AAA will name the arbitrator.

c) The arbitration will be conducted according to the voluntary Labor Arbitration Rules of the AAA to the extent that they are consistent with this Agreement. The fees and the expenses of the arbitrator will be shared equally by the District and by the Association. All other expenses will be borne by the party which incurred them, but if the adjournment of an arbitration hearing results in a fee being charged by the arbitrator, the party which requested the adjournment shall pay the entire fee.

d) The arbitrator shall hear the grievance presented, if it is properly before the arbitrator, and determine whether this Agreement has been violated as alleged in the grievance. The arbitrator may award an appropriate remedy for any such violation. The arbitrator may not consider any substantive issue raised for the first time in arbitration, but an issue of arbitrability may be considered by the arbitrator unless that issue has been previously decided by a court. The arbitrator shall have the right to interpret, apply or determine compliance with the provisions of the Agreement. The arbitrator shall have no power to award back pay prior to the 20th working day immediately preceding the date on which the grievance is submitted in writing at Stage 2. The decision of the arbitrator shall be final and binding on the District, the Association and the teachers.

3.9 Time Limits

a) It is the intent of the parties that grievances be resolved as quickly as possible while the facts of the matter are as fresh as can be in the minds of those involved. Accordingly, the time limits set forth in this Article 3 are of primary importance, must be observed strictly, and only be extended by mutual consent of authorized representatives of the District and the Association. To be binding on the parties, any such extension must be in writing.

b) The "days" referred to in all time limits in this Article 3 are teacher work days. If grievances occur at the end of the school year which would have an effect on the opening of school on the following September, every effort will be made to resolve said grievance prior to the opening of school.

c) To be a valid grievance to which the District must respond, the grievance must be submitted in writing at Stage 2 not later than the fortieth working day after the occurrence out of which the grievance arose or after the teacher first learned or should have known of that occurrence.

d) If the District does not respond to a grievance within the applicable time limit, the Association may submit the grievance to the next stage within the time which would apply if the response had been given on the last day of the time limit. If the aggrieved person does not appeal the grievance to the next stage within the applicable time limit, the grievance shall be deemed to have been settled by the last response of the District, the District need not consider the grievance further, and further appeal is barred.

e) The District may waive or agree to an adjustment in the time lines for submitting the demand for arbitration.

3.10 Released Time

When it is necessary, pursuant to the arbitration procedure, for the aggrieved, a building representative, member of the Grievance Committee, or other representative designated by the Association to participate in a procedure, time for such participation shall be given with no salary loss to the individuals.

3.11 Participation During School Day

During the school day, the teachers' time shall be devoted to their regular instructional, supervisory, and extra classroom duties. Members of the Association shall not participate in any business of the Association except where participation may be necessary in the informal stage of a grievance.

4. PROFESSIONAL DEVELOPMENT

4.1 Expenses of Professional Workshops and Conferences

4.10 Governing Document

The Professional Development Plan (PDP) is the governing document for professional development and is attached to this contract.

4.11 Budget

The Board will pay the reasonable expenses, including fees, meals, lodging, and transportation incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions. The Board shall budget \$5,200.00 per year for this purpose, exclusive of the cost of substitutes and salaries.

4.12 Apportionment Plan

The apportionment plan is as follows:

a) Conference money shall be pro-rated among all members of the unit on a department basis.

b) Departments are:

1) A K-4 Building

2) A 5-8 Building

3) A 9-12 Building

4) Special subject areas, K-12, i.e., Art; Music; Library; Physical Education; Special

Education; Reading; Math; Bilingual; School Nurse; Speech and School/Community Worker.

4.13 Conference Money Chairperson

The Association President shall appoint a Conference Money Chairperson whose job will be to administer the procedure for funds allocation developed by the Jamestown Teachers' Association in cooperation with the District and subject to the approval of the Superintendent.

The Conference Money Chairperson shall receive an annual stipend of \$300.00 (\$200.00 per year after the first year) to be deducted from the \$5,200.00 Conference Budget.

4.14 Department Apportionment

Conference requests are subject to the Superintendent's approval in accordance with section 9.32.

4.15 Reimbursement

Expense vouchers accompanied by proper receipts shall be submitted to the District for approval by the Conference Money Chairperson.

Money not allocated by May 1 shall be pooled and apportioned on a percentage basis after all vouchers have been submitted and paid.

4.2 Academic Freedom Responsibilities

It is the duty of parties to educate the youth in the democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the value of individual rights, personality, and property. It is recognized that these democratic values can best be transmitted by free inquiry and learning in an atmosphere which is free from censorship and artificial restraints in which academic freedom for teacher and student is encouraged.

In studying, investigating, presenting and interpreting facts or ideas concerning man, human society, the physical and biological worlds and other branches of learning, the teacher will be subject to the provisions of Education Law and accepted professional standards as are related to the age and maturity of the pupil.

School psychologists, school nurse practitioners, school nurse teachers and health professionals shall maintain confidentiality with respect to student/patient/client matters as required by the ethics of their professions, the laws and regulations of the United States and New York State and the policies of the Board.

Freedom of individual conscience, association, and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society. However, the teacher will refrain from pressing his own individual political and religious views or other ideologies and will exhibit by appropriate example that which is valued in our democratic society.

4.3 Individual Freedom

Except as it may interfere with the teacher's responsibilities and relationships with students and/or the school system and/or impair his ability to fulfill his teaching duties, the private and personal life of a teacher is appropriately his own concern.

4.4 Professional Development

The parties recognize the Commissioner's Regulations regarding Professional Development Plans (PDP) and as such agree to establish a committee to recommend appropriate governing plans. Recommendations of the PDP Committee must be mutually agreed upon by the Superintendent and the Association President before enactment.

5. SUPPLIES AND MATERIALS

5.1 Annual Requests

Teachers will annually request instructional supplies and equipment which they feel are needed to fulfill their teaching responsibilities.

5.2 Supplies

5.21 Review of Request

Following review of such requests by the immediate supervisor, any reductions/deletions will be communicated to the teacher. The teacher should have the opportunity to prioritize these requests before budgetary decisions are finalized.

5.22 Distribution of Supplies and Equipment

Individual schools through Liaison Committees shall develop a system for the distribution of supplies and equipment.

5.3 Petty Cash Fund

A petty cash fund will be available in each school. This fund is to be used by teachers, with prior approval of the building principal, to purchase supply items, tax free, on an emergency basis or when cash is required upon delivery of a purchase.

The normal purchasing procedures are to be used at all other times.

6. SCHOOL BUILDING FACILITIES

6.1 Repairs

All of the provisions of this Agreement are applicable to all buildings of the Jamestown School System whether presently existing or hereafter erected or acquired. Any buildings and grounds repairs needed in buildings at the time of the execution of this Agreement will be corrected as soon as practical.

6.2 Classroom and School Building Facilities

- 6.21 All classroom facilities will be reasonably heated, lighted, and ventilated and appropriate seating and writing facility for each pupil and teacher will be provided;
- 6.22 Reasonable closet, cabinet space and/or room where teachers may safely store instructional materials and supplies;
- 6.23 Reasonable seating for all assemblies, and when practical, reasonable playground facilities which are not also utilized for parking.
- 6.24 A furnished teacher work area containing reasonable equipment and supplies to aid in the preparation of instructional materials;
- 6.25 A communication system so that teachers can communicate with the principal's office from their classroom;
- 6.26 A room with telephone, to be reserved for the use of the professional staff as a lounge, said room to be in addition to the aforementioned teacher work area where practical;
- 6.27 Teacher rest room, separate from students' rest rooms, and separate for each sex where possible;
- 6.28 A separate and private dining area designated during the lunch period for the use of the staff;
- 6.29 A parking area reserved for the professional staff;
- 6.30 When not needed for school purposes, homerooms will be available to teachers during their preparation period.

6.3 Traveling Teachers

6.31 Facilities

Each traveling teacher shall be provided with adequate facilities, have a desk assigned for his/her use, and a place for storing personal and/or instructional materials in each building where possible.

6.32 Travel Allowance

Members of the unit who are assigned to more than one school per day shall be entitled to a travel allowance per Appendix D. The schedule of traveling teachers shall be established by the Superintendent on an annual or semester basis.

7. TEACHER EMPLOYMENT

7.1 Teacher Recruitment

7.11 New Teacher

The Board and the Association recognize that the recruitment of new teachers is of importance to both the Board and the Association.

7.12 Certified Personnel

The Board shall hire certified personnel only in accordance with the Rules and Regulations of the Commissioner of Education of New York State.

7.13 Assignment

The Superintendent shall assign all newly hired personnel to their specific positions which shall be in the type of service for which the teacher has been hired. The Superintendent shall give notice of assignments to new teachers as soon after hiring as possible.

7.2 The Names of All New Staff Members

No later than August 31, the Human Resources Director shall provide the Association a list showing the names and addresses of all teachers who have been hired, as well as the names of all those reassigned, transferred or promoted, and their assignments where possible.

7.3 Orientation of Staff

The Board and the Association recognize the need to properly orient new staff members to the unique requirements of the Jamestown School District. Therefore, it is agreed that the Association shall participate in the orientation of new staff.

7.4 Prior Service Credit

7.41 Initial Placement

All newly employed or re-employed teachers may be given credit in initial placement on the salary schedule for all credit for previous service, according to the following:

7.42 Education and Experience

Full credit for educational credits from recognized colleges and previous regular continuous service in generally similar public or private school service. A year of service for new employees shall be equated as one hundred ten (110) days during a given school year.

7.43 Military Credit

Credit for military service may be granted on the basis of one step of credit for each two years of military service not to exceed two years or steps for military service.

7.44 Related Work

Full credit up to two years of teaching service credit shall be given to Peace Corps, Vista or National Teaching Corps work related to the teaching field.

7.45 Maintenance of Credit

Once credit has been granted locally, it can later be adjusted only during the school year in which an error is discovered and no such adjustment shall be retroactive to a point earlier than the first day of that school year.

7.46 Recall

Those who are re-employed after having been laid off from the system shall receive full credit for experience in placement on the salary schedule and all accrued benefits.

7.47 Re-Employment of Teachers

Teachers who resign from the system will, upon rehire, be placed on the salary schedule as outlined in Article 7. of the Agreement.

Previously accumulated and unused leave days to a maximum of twenty (20) will be restored to all returning teachers.

A teacher who has resigned from the system while on tenure and who is rehired to the system shall be placed on probation for a period not to exceed two (2) years.

7.48 Health Professionals and Long-Term Substitutes

Nothing in Section 7.4 applies to health professionals or long-term substitutes.

7.5 Seniority

7.51 Definition

Seniority is defined as the length of service with the Jamestown City Schools with proper and legal attention to applicable tenure areas, decisions of the Commissioner of Education and rulings of courts of competent jurisdiction.

7.52 Seniority List

Prior to any decision regarding staff reduction, the District shall produce and submit to the Association, a seniority list.

8. ASSIGNMENT & TRANSFERS

8.1 Assignment of Teaching Faculty

8.11 Notice

Teachers, after declaring their intent to remain in the system, will be notified in writing by the school principal of their proposed schedule of the grades and/or subjects they will teach; special or unusual classes they will have; the assignment for any teacher who is to be excessed from the current building; any extra-curricular activities they will have; and their salary as soon as practicable, and under normal circumstances, not later than June 15.

8.12 Adjustments

If necessary adjustments occur after June 15, Administration will immediately notify those affected and apprise them of the contemplated changes.

8.2 Appointments and Assignments

All changes in employment status referred to in Article 8 shall be made on the basis of seniority, qualifications, certification, experience and good educational practices.

Reasons for changes in employment status shall be neither arbitrary nor capricious and will be accompanied by adequate and pertinent documentation. The documentation may include previous service and the meeting process.

8.3 Positions

The provisions herein shall apply to new positions created within the unit as well as vacancies occurring in existing positions. A vacancy is any newly created position as well as openings occurring in existing positions. However, if a teacher's position is filled with a long-term substitute while on leave and the position is retained for the following year, the teacher can return to the same position.

8.4 Teacher Transfer

8.41 Announcement of Vacancies

a) All vacancies for any positions will be announced in the Superintendent's Bulletin and posted listing special qualifications and requirements, if required for such position. The announcements shall appear as far in advance as practicable. Periodic announcements of known vacancies for the following school year will be made beginning March 15. A job description shall be furnished to those interested, upon request.

b) In the case of vacancies occurring during the summer vacation, an announcement shall be posted in the administration offices with a copy sent to the Association. Notification will also be made of such vacancy to each candidate who has applied for that position since the start of the immediate preceding school year.

c) Announcements need not be made of vacancies to which excessed teachers are assigned.

8.42 Voluntary Transfers

a) Tenured Teachers desiring to apply for vacancies or for future transfer for which there has not been an announcement may file a written statement of such desire with the Human Resources Director. Application for vacancies shall be made within the time limit specified in the announcement. These will be kept on current file for a period of one school year and must be renewed yearly.

b) In the determining of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher will be fairly considered to the extent that they do not conflict with the instructional requirements and best interests of the school system.

c) Unsuccessful candidates will be notified within two weeks after the filling of the vacancy. Upon request, an explanation as to why they did not receive the appointment shall be provided.

8.43 Involuntary Transfers and Reassignments

a) It is recognized that some involuntary transfers or reassignments within a tenure area may be unavoidable, but the parties agree that such transfers or reassignments should be held to a minimum.

b) Notice of any such involuntary transfer shall be given to teachers as soon as practicable and, under normal circumstances, not later than the end of the school year, except in cases of emergency.

c) If necessary transfers or reassignments occur, Administration will immediately notify those affected and apprise them of the contemplated changes. Those receiving involuntary transfers will be advised of current vacancies at the time notice is given.

d) When involuntary transfers or reassignments are necessary, the transfer will only be made after the following procedure.

1. A meeting will be held with the teacher, the teacher's principal, and an Association representative. The reasons for such transfer or reassignment shall be given to the teacher.

2. Should the teacher desire a meeting with the Superintendent to discuss the transfer or reassignment, he/she shall request such a meeting in writing within 10 days after the meeting with the principal. The Superintendent shall establish a meeting within ten (10) days of the teacher's request. These time limits may be extended by mutual agreement.

8.44 Rights and Probationary Service of Transferred Teachers

All transferred or reassigned teachers will retain all rights and privileges they have accrued unless otherwise specified in this contract.

Any tenured member of the unit, transferred or reassigned to a position outside of his existing tenure area, shall serve a probationary period of two (2) years in such new position.

8.45 Filling of Vacancies

In making assignments for teachers for a school year, the District shall consider and place the teachers in Group A before the teachers in Group B, as set forth below.

Group A - teachers excessed from their building, involuntary transfers, teachers returning from leaves of absence, and teachers being placed from preferred eligibility list.

Group B - voluntary transfers and new hires.

It is recognized that in taking the above actions, the District can act only on the information it has available at that time as to the teacher's needing or wanting to be placed in any of the above categories. The above process shall be completed by June 15, based on the information known to that point. The parties recognize, however, that final information impacting transfers and assignments may not be known by that date. Therefore, the District has the right to make transfers and assignments after the above deadlines. If an acceptable position cannot be agreed upon, other than those applying for voluntary transfer, administration will assign the teacher to a position.

Unsuccessful candidates will be notified within 2 weeks after the filling of vacancy. Upon request, an explanation as to why they did not receive the appointment shall be provided.

8.46 Transfer Outside Tenure Area

Any teacher wishing a position in a different tenure area will be treated as an outside applicant for the new appointment.

8.5 Voluntary Exchanges

Teacher exchanges within the school system may be affected subject to the mutual agreement of teachers and the Superintendent.

8.6 Summer and Evening Schools

8.61 Appointment

The selection of teachers for summer school and for evening school shall be based upon length of service, experience, and sound educational policy. (Refer to Board of Education Rules and Regulations 6221 in regard to length of service.)

8.62 Application

Applications for summer school positions shall be made available no later than March 15 of each school year. Teachers interested in such positions shall apply to the Personnel Office by April 1st of that school year. All teachers shall be notified of the action taken with regard to their application by May 30th. Teachers not hired will be placed on a waiting list.

Additional teachers will be hired as needed from the waiting list.

Henceforth, all summer school applications received subsequent to April 1st of each year shall not be considered for a summer school position unless an opening is posted subsequent to May 1 and the rejected applicant submits a new application.

8.63 Tentative Status

The Board will advise appointees to summer school that appointments must be tentative.

9. LEAVES OF ABSENCE

9.1 Sick Leave

9.11 Basic Sick Leave Plan

a) Each tenured teacher and each health professional who has completed probation will be allowed seventeen (17) days and each probationary teacher and each health professional who has not completed probation will be allowed twelve (12) days (except as noted below) of leave of absence (sick leave) with full pay for each full year of service, provided such absence is due to illness of the teacher, or sickness, or death in the teacher's immediate family (immediate family includes husband, wife, mother, father, son, daughter, brother, sister, in-laws, or other relatives living in the home). Sick leave shall be accumulative up to 170 days. For the purpose of this 9.11, a), "service" shall include those days on which the employee is on the payroll and receiving compensation from the District from the use of his/her basic sick leave or from the sick leave bank.

b) Upon application to the Superintendent and with his approval each teacher shall be allowed to use his sick leave allowance up to a maximum of five (5) days to attend a funeral not defined above.

c) Whenever a teacher knows in advance that it will be necessary to be absent because of illness or injury (i.e., pregnancy, scheduled surgery) the teacher will notify the District thereof as far in advance of the first day of absence as possible. The notice will be in writing, will state the expected dates of absence so far as is then known, and will be accompanied by a physician's statement supporting the need for and probable duration of the absence.

9.12 Sick Leave Bank

On July 1 of each school year a revolving fund of 100 days of sick leave shall be set up in the following manner:

a) A teacher who has exhausted his/her regular sick leave accumulation may, upon application to the Superintendent and with his approval, withdraw up to 15 days per school year from the fund, provided the 100 days maximum is not exceeded.

b) Sick leave days withdrawn from the fund will have to be repaid by the individual using them as soon as possible.

c) Before the start of the use of this sick leave program, an attending physician will certify that the individual is unable to perform duties normally associated with his employment.

d) Sick leave days may be withdrawn from the fund for personal illness only.

e) Days withdrawn from the fund during the previous school year shall be restored to the fund on each July 1 so that at the beginning of each school year the fund shall consist of 100 sick leave days.

These provisions do not extend from one school year to another.

9.13 Supplemental Sick Leave

In addition, provision is made for a 90-day sick leave at half salary to take effect after a five day waiting period without pay, after the person's individual sick leave has been exhausted. Before the start of this supplemental sick leave payment, the attending physician will certify that the individual is unable to perform duties normally associated with his employment. These provisions do not extend from one school year to another.

9.14 Extended Sick Leave

Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to a maximum of three (3) years, subject to filing proper medical reports.

9.15 Doctor's Certificate

If a doctor's certificate is required by the Superintendent following a sick leave absence, the cost of the examination or visit to the physician of the District's choice shall be borne by the District.

9.2 Probationary Status Extended

A leave (whether or not the teacher receives sick leave with pay) of ten (10) consecutive teacher days or more because of a probationary teacher's illness or disability shall not be counted toward satisfactory completion of probationary service and the end of the teacher's probationary period shall automatically be moved forward by the same number of days as the period of such consecutive absence.

9.3 Short Terms of Absence

Short terms of absence will be extended to certain temporary leaves of absence with pay. These absences will not be charged to sick leave. Such leaves are:

9.31 Religious Days

Three (3) days shall be available to use for religious reasons which require absence during the school hours on established days of religious observance. Approved days shall be those established by the State Education Department as religious days.

Such leave will be subject to the approval of the Superintendent.

9.32 Visitation Days

Visiting or conference days up to a maximum of four (4) per year (two days for classroom visitations) without loss of pay may be granted by the Superintendent upon ten (10) days prior application, if requested for use between October 1 and May 31, and a written report of the visit is filed afterwards with the Superintendent.

9.33 Association Days

Time necessary for Association representatives to attend County, State and National Conferences and Conventions:

- a) There will be per teacher maximum of sixteen (16) days and total representative maximum of 35 days;
- b) Request for attendance for such meetings shall be made as far in advance as possible;
- c) The Superintendent will be advised of officers, delegates and committee members as soon as they have been duly elected or appointed.

9.34 Legal Days

Time necessary for jury duty and/or appearances in any legal proceedings connected with the teacher's employment or with the school system. Salary, not expenses, for jury duty will be returned to the Board of Education.

9.35 Military Days

Time necessary for persons called into temporary or emergency active duty with any unit of the United States Military Reserves or National Guard, provided such obligations cannot be fulfilled on days when school is not in session, will be granted as ordered.

9.4 Personal Days

9.41 Allowance

Each teacher will be allowed up to four (4) personal days with full pay each full year of teaching. Those days will be charged to sick leave. Said days will be provided at the discretion of the teacher under the stipulations below. Unused personal days will remain as unused sick days for the purpose of sick leave accumulation.

9.42 Request

Application to the employee's Principal or Supervisor for personal days must be made as early as possible and not later than noon of the workday previous to the personal absence. Request will be made on the form provided.

9.43 Restrictions

Teachers may use personal days on no more than three (3) consecutive school days. Personal days shall not be utilized on any day consecutive with a school holiday or vacation. Waiver of this restriction shall be at the sole discretion of the Superintendent of Schools.

9.44 Emergency

Emergency use (e.g., caught out of town by a weekend storm) may be made, provided the employee arranges for coverage of his assignment by telephoning the electronic secretary.

9.5 Obtaining Substitutes

9.51 Teacher Notice to District

Teachers unable to attend to their school duties for any of the above stated reasons, or otherwise, shall notify the Superintendent as promptly as possible, stating the probable duration of their absence, so that arrangements may be made to obtain a substitute.

9.52 Obtaining Substitutes

The Administration shall make every effort to obtain satisfactory substitute teachers as necessary.

9.53 Extra Coverage

When the Administration is unable to obtain a substitute, the Principal will seek volunteers to cover the absent teacher's class(es). If after a diligent attempt he is unable to obtain volunteers, he may assign teachers to cover them. No teacher shall be so assigned more than five (5) periods, three (3) blocks or their elementary equivalent, per school year, and each teacher shall have each year the right to refuse preemptorily two (2) of these. Nothing in this paragraph shall be construed to limit the number of periods a teacher may cover voluntarily.

9.54 Compensation for Extra Coverage

In the event that a regular teacher voluntarily or involuntarily supervises an extra class, or part of an extra class, because of the inability of the Administration to obtain a substitute, such teacher shall be compensated at the rate which appears in Appendix D.

10. EXTENDED LEAVES OF ABSENCES

10.1 Leave of Absence for Professional Association Officers

The Board agrees that one (1) teacher designated by the Association will, upon request, be granted a leave of absence for a maximum of two (2) years without pay for the purpose of engaging in Association (local, state, or national) activities. (Such time shall be credited as local service time in determining salary step placement upon return from this leave.)

10.2 Peace Corps, Exchange Teacher, and Similar Leaves

A leave of absence without pay for up to two (2) years will be granted to any teacher who joins the Peace Corps, Vista, National Teacher Corps, the Agency of International Development of the Department of State, or serves as an exchange teacher, and is a full-time participant in such programs. (Such time shall be credited as local service time in determining salary step placement upon return from this leave.) For the non-tenured teacher such leave will be an interruption of the probationary period and is not to be used in lieu of service in the local school as a requirement for tenure.

10.3 Military Leaves

Military leave and all benefits attendant thereto under the several statutes in such cases made and provided will be granted to any teacher who is inducted into or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system.

10.4 Child Rearing Leave

10.41 Application

Upon application, an unpaid child-rearing leave may be taken to care for a newborn or newly adopted infant. Such leave shall be granted to take effect either on the end of the mother's disability following birth or at birth in the case of leave by the father (as the case may be) or on the placement of the infant in the adopting teacher's home. It shall be granted until a date no later than the September 1st following the infant's second birthday, but the end of the leave must fall at the end of a semester. The teacher must notify the District of the intended date of return within one month after the start of the childrearing leave, and that date may be altered only by mutual agreement of the teacher and the Human Resources Director. Failure of the teacher to meet this requirement of notice of the ending date of the leave shall result in the leave ending at the end of the semester in which the leave begins.

Should another birth or adoption occur during a child rearing leave, the teacher shall be granted another child rearing leave upon request.

10.42 Benefits

Time spent on child rearing leave does not count as probationary service or as service creditable for seniority, salary credit, leave credit or any other benefit. When a teacher returns from child rearing leave, all probationary service, seniority, salary credit, leave credit and service for other purposes accumulated by the teacher as of the last day of work or paid leave preceding commencement of the leave shall be restored to the teacher.

10.43 Substituting

Teachers on child rearing leave may be permitted to serve as per-diem and long-term substitutes.

10.44 Insurance

The teacher on child rearing leave shall have the option to participate in any insurance policy, currently in force, at their own expense.

10.5 Public Leave of Absence

The Board will grant, with a 60-day notice, a leave of absence without pay or increment to any teacher to campaign for or serve in a public office.

The minimum leave shall be one (1) semester, and the maximum leave shall be four (4) consecutive semesters. Should the teacher desire to return prior to the end of the leave, he/she shall be placed on a preferred substitute list.

10.6 Sabbatical Leaves

10.61 Eligibility

Any teacher employed in the Jamestown Public Schools who has completed seven (7) consecutive years of service and has met the necessary requirements may, upon recommendation of the Superintendent of Schools and with the approval of the Board of Education in conformity with the following regulations, be granted a leave of absence for a program of educational travel, formal study, or independent study which would be of some value to the school system.

10.62 Purpose

Sabbatical leave is intended to afford professional employees an opportunity to improve their ability to render education service. Such achievement is usually obtained by:

a) Formal Study - a program of study in residence in an institution of higher learning, including foreign universities;

b) Independent Study (Research and/or Writing) - a program of independent study which promises professional values to the school system equivalent to that derived from formal study.

c) Planned Educational Travel - travel is considered educational if it results in a significant contribution to professional growth by exposing the participant to new people, cultures, environments and experiences.

10.63 Number

The Board shall grant such leaves up to one percent (1%) of the total number of teachers in the system each year. The selection must be made from those requesting a leave by the Superintendent in accordance with the following principles:

a) Preference to those with the longest service and satisfactory ratings in the Jamestown Public Schools;

b) Desirability of purpose of leave.

10.64 Application

a) Request for sabbatical leave shall be for one or two full consecutive semesters or half years. An individual who has had a sabbatical leave may file subsequent requests not oftener than each seven year period of continuous service;

b) Requests for sabbatical leave are to be submitted directly to the Superintendent;

c) Each applicant for a sabbatical leave in the following year shall file an application by April 1;

d) Board action on all recommendations will be made in May;

e) Under normal conditions, May 30 will be the final date for candidates withdrawal. Any candidate on alternate status for fellowship or scholarship, who officially notifies the Superintendent prior to May 30 of such status, may be granted to June 15 for final teacher decision.

f) Applications for leave for study must include the name of the institutions at which the individual plans to study and the courses to be pursued. Such study should be related to applicants professional position or the general field of education or proposed growth. Applications for travel or educational experience must state the specific educational objectives in direct relation to the applicant's field of endeavor.

g) Each applicant must execute an agreement to make a written report to the Superintendent once each semester during such leave.

h) Every person on sabbatical leave who is already a member of the New York State Retirement System shall retain the right to continue his membership and to make contributions on the basis of his salary.

10.65 Sabbatical Salary

Sabbatical leaves for formal study or independent study for one (1) year shall be at three-quarters (3/4) of the salary the teacher would have received during the period of such leave and for one-half (1/2) of a year at three-quarters (3/4) salary the teacher would have received. Sabbatical leave for planned educational travel will be one-half (1/2) salary.

10.66 Disability

If a teacher on sabbatical leave is unable to fulfill the purpose thereof by reasons of illness as substantiated by proper medical statements or other acceptable legitimate reasons beyond his control, said sabbatical shall continue for its full term, and, when the disability is removed, the teacher shall continue with the fulfillment of the sabbatical purpose, if possible. In the event that the sabbatical purpose cannot be continued after the removal of such disability, the teacher shall be available for appropriate one-half (1/2) professional assignment by the Superintendent for the duration of said sabbatical.

10.67 Employment Status

The staff member, while on sabbatical leave, retains his status as an employee of the Board of Education and will experience the salary deductions for social security, income taxes, and health insurances (if any), and is credited with pension contributions (on the basis of salary received) by the Board of Education as are full time professional employees. The employee on sabbatical leave will not earn additional sick leave or personal days while on leave. Upon expiration of sabbatical leave, the employee shall be restored to his position or to a position of like nature and status. (Such time shall be credited as local service time in determining salary step placement upon return from this leave.)

10.68 Commitment

As a condition precedent to granting a sabbatical leave of absence, the teacher shall agree in writing that in the event of his failure to return to the employment of the Jamestown City School District or his voluntary resignation therefrom before one (1) year after the termination of such sabbatical leave, then, unless waived by the Board, the teacher will repay the amount of take home pay received by him while on said sabbatical over a period of not more than five (5) years' installments or lump sum at the teacher's discretion.

10.7 Personal Leave Without Pay

A leave of absence without pay or increment will be granted at the discretion of the Board. Insurance benefits may be continued at the individual's expense, provided prior arrangements are made through the Human Resources Coordinator. A teacher who does not perform all of the services required of teachers during a month shall be paid pursuant to State Education Law Section 1301.3.

10.8 Resumption of Benefits After Leave

All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical leave eligibility, will be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

11. TEACHING LOADS AND CONDITIONS

11.1 K-4 Class Size

The Board agrees to make every effort to keep elementary classes under thirty-four (34) students. If any class in a grade level in a school exceeds thirty (30) students, a teacher aide will be assigned to that grade level in said building.

11.2 Middle and High Schools

11.21a Limits

The following class size ranges shall apply to high school, grades 9 through 12:

	<u>Range</u>
AP	20-30
Regents 1-(excluding team teaching)	20-30
Regents 2-(excluding team teaching)	18-25
Regents 3	15-20
Regents 1/2	19-27
Regents 2/3	15-20

Driver Education - to be determined by State Education Department time requirements, facilities, the scheduling of classes, simulators and car groups.

11.21b The following class size limits shall apply to middle school, grades 5-8:

Team populations will be based on average class size of 24 students including mainstreamed special education students.

Unified Arts classes will average 1/5 of a team population including special education students.

Physical Education/Health/Music classes will average 1/4 of a team population including special education students.

11.22 Physical Limits

The following class sizes to be determined by physical facilities:

Language Laboratories, Science Laboratories, Business Education, Industrial Arts, Occupational Education, Technical Education, Art, Home Economics, Physical Education, Music Education and Study Halls.

11.23 Exceptions, Applicable to grades 5-12

The Association and the Board agree that 14% of all 5-12 classes in each building may exceed the contractual class size limits by up to three (3) students each.

11.24 Student Load Limits

The total regularly assigned teaching periods should not contain an excess of 135 students. The desirable goal is 125 students per teacher (physical education, music education and study halls excluded).

This limitation is not in any way to prohibit innovative teaching techniques such as large group instruction, team teaching, etc., as long as the basic ratios stated above are maintained overall.

English teachers (grades 7-12) whose student load exceeds 117 shall not be assigned a non-teaching supervision period (i.e., any period during which a teacher is responsible for supervising students) nor homeroom; this shall not apply to grades 7-8 English teachers who elect to team teach in such a way that student load exceeds 115.

11.3 Classroom Capacities Not to be Exceeded

Pupils shall in no event be assigned to any classroom in larger numbers than the capacity of the teaching facilities or stations available or for which such classroom was designed.

11.4 Specialists and Special Programs

The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program.

11.41 Art

Elementary Art teachers shall have no more than seven (7) 38-minute classes per day.

11.42 Music

Elementary Music teachers shall have no more than seven (7) 38-minute classes per day.

11.43 Physical Education

Elementary Physical Education teachers shall have no more than seven (7) 38-minute classes per day.

11.44 Library

Elementary Librarians shall have no more than seven (7) 38-minute classes per day.

11.5 Enumeration of Specialists

The foregoing enumeration of specialists is not intended to be complete, nor is it the intent of the Board to reduce presently employed specialists or their assistance below the specified levels.

11.6 Preparation Time in K-4 Education

11.61 Special Teacher Time

Special teachers in the K-4 area including physical education, music, art and library provide the leadership and a part of the basic skills teaching in their respective fields.

The regular classroom teacher must, however, give additional activity and practice in these fields, and, where practical, integrate these areas and activities within his/her academic programs.

11.62 Teacher Presence Not Required

Although it is not required that the classroom teacher remain throughout the period of the special teacher's presentation, the classroom teacher should observe sufficiently to be aware of the program and be able to supplement the work in the special fields.

11.63 Minimum Duty-Free Period

On the days on which an elementary (K-4) classroom teacher does not have the service of a special teacher, a 30-minute duty-free period will be provided. Each elementary (K-4) classroom teacher will be scheduled for a weekly thirty (30) minute Library/Literature extension/computer lab (formerly known as a book exchange) for personal planning and preparation time. This weekly thirty (30) minute period will occur at a time consecutive with another preparation or lunch period. The classroom teacher will not be responsible for the movement of children between the two consecutive activities. When schools are in session for a half day, teachers with a regularly scheduled duty-free period during the time when school is in session, shall receive their duty-free period.

11.64 Grade Level Meetings

Elementary (K-4) classroom teachers will be given forty (40) minutes during one regular school day once (1) each month to meet collectively for the purpose of additional planning and implementing grade level responsibility beyond current practice. Variations of the forty (40) minutes time block may be created with the Agreement of both the building Principal and the teachers.

At the request of either party, administrators, supervisors may participate in grade level meetings.

The building principal will be responsible for scheduling grade level meetings and for providing supervision of students at those times.

It is expected that students will be engaged in diverse, legitimate educational pursuits while their teachers are participating in grade level meetings. Teachers will assist in planning student activities in advance of their respective grade level planning times.

11.65 Preparation Days

The last day of the first, second, and third marking periods shall be one-half (1/2) early dismissal days. It is understood that these days will be used for personal planning and preparation.

11.7 Preparation and Subject Areas in Secondary

11.71 Preparation Limits

Secondary teachers who teach academic subjects will not be required to teach more than two areas nor more than three preparations within the said areas at any one time. Special occupation, technical, foreign language and trade teachers shall be excluded from the limit of three (3) teaching preparations. The District may assign up to 8% of high school teachers (grades 9-12) a fourth preparation within the area of the teacher's certification. In addition, with the agreement of the teacher, a fourth or fifth preparation within the area of a teacher's certification, which must be a remediation class, may be assigned. ?

11.72 Scheduling

Every effort shall be made to schedule preparations in the area of specialization. Placing two or more courses in the same period under the same teacher in the same classroom should only be done under extreme circumstances.

11.8 Teaching Periods in Grades 5-12

Teachers in grades 5 through 12 will not be assigned to instruct or supervise students for more than 280 minutes per day, including not more than 240 minutes of instruction and not more than five (5) instructional periods in the Middle School, or three (3) instructional blocks of time in the High School (science labs excluded). In addition, homeroom may be assigned.

Limitations of 280 minutes and six (6) instructional blocks of time may apply to teachers who teach occupational, technical, trade, special or pupil personnel service subject areas if it is determined by the Administration, after consultation with the Association, to be necessary or required in place of a homeroom or study hall and/or cafeteria. Definitions of above subject areas are those shown in Part 80.1 of the Commissioner's Regulations.

The District and the Association may waive contractual limits for alternative schedules and programs.

11.9 Music Teacher Schedule and Overload Pay

Because they come from diverse grades or class schedules, it is not possible to schedule students in some of the volunteer music performing groups within the normal school day or its elementary equivalent. Therefore, music teachers are permitted to vary their duty hours to provide for these situations. Where necessary, group rehearsals and/or sectionals may be scheduled in an alternative time period. In these situations where there is a possibility of overload, the following shall govern:

- a) The Board approves the extent of all programs.
- b) The music teacher's schedule has exceeded the acceptable standard maximum teaching load if the schedule exceeds thirty (30) 45-minute periods of instruction per week or spreads over more than eight consecutive periods in any day excluding lunch periods.
- c) If the Board approves a regular weekly program of instruction and/or rehearsals which exceeds the above described 30 periods per week, or an equivalent time at the elementary level, the additional work will be compensated at the agreed upon rate found in Appendix D.

12. HOURS, DAYS AND DUTIES

12.1 School Calendar

The construction of the yearly school calendar shall be based upon the suggested calendar as issued by the Commissioner of Education. Prior to the adoption of the school calendar, the Jamestown Teachers' Association will have an opportunity to recommend a proposed calendar. In addition, the Superintendent will consult with the Association prior to any commitment to a calendar.

12.2 The School Year

The length of the teacher work year shall occur during the period from September 1 through June 30 for all teachers in accordance with the following:

12.21 Day Limit

The work year for teachers may exceed the pupil school year by one (1) day; however, in no case shall the teachers' work year exceed 186 days.

12.22 Orientation and Professional Development Days

A. Orientation: As a condition of employment, any first year teacher shall be required to attend up to five (5) days of orientation or training during the summer or the earliest convenient time for the District.

B. The District may identify a required staff development workshop. The District will schedule this workshop a minimum of three (3) times during the school year and two (2) of these will be during the school day for the convenience of participants.

C. The time and duration of orientation or training days shall not exceed the typical school day.

D. Compensation for such days shall be at the agreed upon rate set forth in Appendix D.

12.23 In-Service Days

At least two (2) In-service days shall be provided annually which shall be mutually scheduled and mutually planned subject to the approval and/or final determination of the Superintendent. The two (2) In-service days shall be designated in the calendar. Two (2) one-half days may be used for parent-teacher conferences, workshops and/or seminars.

Teachers assigned by Administration to specific In-service programs can request to attend other programs through their building principal.

In addition to the present programs, the Board will authorize a fund of \$2,000.00 to be earmarked for local In-service training programs that are mutually agreed upon, thereby enabling additional staff members to participate.

12.24 Parent Conferences

Three (3) one-half days per school year shall be provided all elementary teachers for the purpose of parent-teacher conferences, workshops and/or seminars. Two (2) one-half days per school year will be provided all secondary teachers for the purpose of workshops and/or seminars. Time shall be provided by the early dismissal of students on pupil days to be designated in the school calendar. With the prior knowledge and approval of the principal, a teacher may schedule parent-teacher conference sessions during the evening rather than the afternoon of regularly scheduled parent-teacher conference days. Teachers who so schedule evening conferences are not required to be in their building during the regularly scheduled parent-teacher conference times. Additional time for kindergarten and special education teachers' parent-teacher conferences shall be determined and scheduled pursuant to the needs of each respective building.

12.25 Final Week

The last teacher attendance day shall be the last day of student attendance or the last day of regents week.

1) **Elementary Teachers**

The final week of school schedule for K-4 teachers will be composed of five (5) one-half (1/2) days, one of which is the report card distribution day.

2) **Middle School Teachers**

A) Comprehensive yearly final examinations for middle grades students are being curtailed. Teachers may still conduct unit and marking period exams in appropriate courses.

B) Two days of the final week of school should be dedicated to closure activities with students such as productions, field trips, or other activities that provide opportunity for evaluation, celebration or closure.

C) One day, or its equivalent, can be dedicated to teacher team designated activities such as planning, orientation with next year's student team, or other activities that help develop the instructional team.

D) One day, or its equivalent, can be dedicated to individual teacher planning, paper work, grading or other activities related to their assignment.

E) One day will be a Report Card distribution day, as has been traditional.

For those teachers whose checks require last minute adjustments, payment will be made as soon as possible thereafter. In matters beyond the District's control, checks will be made available as soon as possible.

12.26 Counselors

Guidance counselors hired prior to July 1, 1979, will continue to work from September 1 through June 30 under the negotiated differential.

Guidance counselors shall not be assigned any additional duties except a homeroom assignment if necessary.

Counselors shall be available from 7:00 - 9:00 p.m. three (3) evenings each school year (salary in accordance with Appendix D on a rotation basis. Scheduling will be established by the Administration.

No. one 8/1/79
① Freshman
② Freshman
③ Financial Aid

12.27 Commencement

Teachers involved in high school commencement activities will be available as required.

12.28 First Student Day - Elementary

The first student day for elementary schools should be a one-half day session.

12.3 Teachers' Work Day

12.31 Professional Responsibilities

The Board and the Association agree that the length of the teachers' day shall extend ten (10) minutes after the time students are dismissed. It is expected that teachers will be in the building such time before and after school as to adequately meet with such professional responsibilities, including but not limited to extra help, consulting with students and parents, attending committee, departmental and staff meetings.

A. Middle School: See Appendix G for Middle School schedule

B. High School: In addition to a homeroom, a teacher in grades 9-12 may be assigned to no more than three (3) blocks of instruction, and one-half (1/2) block, or its equivalent, of student supervision per day. Supervision may include cafeteria duty, study hall, activity supervision, or other non-academic responsibilities.

A teacher in lieu of supervision may voluntarily take an Academic Intervention Services period.

12.32 Limitations

No teachers shall be required to remain after the pupil day to perform any unreasonable, inequitable or unprofessional services. Teachers shall sign out in the principal's office when leaving the building during a preparation period.

The Administration shall inform the Association when a particular teacher is not meeting his/her responsibilities.

12.33 Flexible schedules.

With the teacher's agreement, a teacher's schedule may begin and end at a time other than the beginning and ending times of the schedule for other teachers in the building, so long as the total work day for the teacher does not exceed the total work day for the other teachers in the building. If deemed warranted after review by an ad hoc committee composed of an equal number of members appointed by the Association President and the Superintendent of Schools, such schedules may be assigned to non-volunteers for the period recommended by the ad hoc committee.

12.34 Work Day

The total work day for teachers shall consist of a minimum of 6 hours 40 minutes in the Elementary School, 7 hours 5 minutes in the Middle School, and 7 hours 10 minutes in the High School.

12.4 School Closings Because of Weather or Emergency Conditions

12.41 School Closings

The official closing of schools by the Superintendent due to severe weather or other emergency conditions shall not result in the loss of pay.

12.42 Responsibilities of Employees

If pupils are dismissed early, all members of the unit will also be dismissed.

12.43 Personnel Procedures

If schools are closed all day, in which case a public announcement is made prior to the scheduled opening in the morning, all members of the unit will not be required to report to work.

12.44 Make-up Time

The dates when time lost by reason of school closings shall be made up shall be determined upon the advice or orders of the Commissioner of Education (not in excess of 180 days).

12.5 Lunch Period

All teachers shall have a duty-free lunch period at least equal to the length of, and taken at the same time as, the pupils' lunch period. In no event shall the duty-free lunch period of any teacher be less than thirty (30) minutes. A duty-free lunch period shall not require the teacher to supervise students or perform any duty whatsoever, and teachers are free to leave the school premises during their duty-free lunch period.

12.6 Non-Professional Assignments

Elementary teachers will not be required to perform non-professional assignments such as milk distribution, and supervision of playground and cafeterias during the lunch period. However, at least one certified person shall remain in the building during the lunch period.

12.7 After School Meetings

12.71 Notice

Notices of after school meetings will be announced and posted at least four (4) days in advance, and no such meeting will be held on Friday or any day preceding any day on which school will not be held.

12.72 Department Meetings

Departmental meetings will be called by the academic supervisors and/or chairmen. The same conditions, as described in paragraph one above, shall prevail with regard to departmental meetings. It is the teacher's professional responsibility to attend department and staff meetings. An agenda will be provided.

Teachers will expect that said meetings will be reasonable in number and professional in nature.

For meetings called on less than four (4) days' notice, the teacher may be excused from attendance.

In the case of department meetings, each department shall have a committee which will serve the function of a Building Liaison Committee described in paragraph number one of this Agreement. This Committee shall be formed in the same manner as the Building Liaison Committee.

12.73 Evening Assignments

All teachers must attend the open house or back-to-school night. All teachers, except for emergencies, must attend one (1) additional function during the year.

12.8 Extra Classroom Activities

Teacher participation in extra classroom activities will be on a voluntary basis and teachers will be compensated for all such participation outside of regular school hours in accordance with the provisions of the Extra Classroom Activities Pay Schedule which is attached to this Agreement and made a part thereof. Filling of these positions will be based upon the District's needs and economics.

12.9 Non-Professional Duties Eliminated

Teachers will not be required to perform the following duties:

12.91 Clerical Duties

Deliver class sets of books to classrooms, keep cumulative record cards, and other similar clerical functions except where the professional judgment of a teacher is required to properly carry out the clerical functions. Nothing in this paragraph applies to school psychologists, school nurse practitioners, school nurse teachers or health professionals.

12.92 Scoring

Score and record standardized tests. However, they may score their tests if they prefer. The results of such tests shall be reported to the interested teachers at the earliest practical time.

12.10 Transportation of Pupils

Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers must receive authorization in advance, from the building principal for in-city trips, and from the Superintendent for out-of-city trips. By meeting the requirements of the Board Rules and Regulations, teachers will be protected by insurance carried by the Board in addition to their personal insurance coverage.

12.11 Registers

Teachers will be responsible for daily attendance which may be required to be placed on State Registers in their own homerooms. Computation of State Registers of Attendance will be done by non-teaching personnel.

add data entry

13. TEACHER PROTECTION

13.1 Harassment, Assault and Battery (H.A.B.)

13.11 Reporting Harassment, Assault and Battery

Teachers will immediately report all alleged cases of Harassment, Assault and Battery sustained by them in connection with their employment, to their principal who shall immediately notify the Administration.

13.12 Written Report

The teacher shall submit a written report upon a form provided by the Administration to his or her principal by the end of the school day the assault occurred, if not physically incapacitated.

13.13 Legal Options

The Administration will work with the teacher to explore responses to H.A.B. which may include but not be limited to possible legal recourse by the teacher, permanent/temporary removal of the student, a restraining order, or internal district discipline.

13.14 Information

The Administration will comply with any request of the teacher and the teacher with any request of the Administration for information in their possession relating to the incident or persons involved.

13.15 Investigation

The District shall conduct an investigation of any reported alleged H.A.B. with all due speed.

13.2 Insurance Against Prosecutions

The Board shall provide liability insurance protection for teachers as provided in Section 3028 of the State Education Law:

Section 3028 reads: Liability of school district for cost and attorney's fees of action against, or prosecution of teachers, members of supervisory and administrative staff or employees.

13.3 Save Harmless

Pursuant to Section 3023, State Education Law (Liability of a Board of Education):

Any teacher, practice or cadet teacher, shall, within ten days of the time he is served with any summons, complaint, process, notice demand or pleading, deliver the original or copy of the same to such Board of Education.

13.4 Building Evacuations

In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire or other lethal instrument or incident, teachers will "scan" their classrooms for obviously suspicious objects and report them as per the building emergency plan. No teacher will be required to participate in any search for such lethal or destructive instrument.

14. STUDENT DISCIPLINE

14.1 Student Discipline

The District shall give full support and assistance to teachers with respect to discipline in, and concerning, the classroom. The District shall insure that clear and uniform procedures for such support and assistance shall be established, and furnished to each teacher in writing.

The Board shall also instruct each building principal to meet with a committee of teachers appointed by the president of the Association to review annually discipline policy for their particular school and to implement any changes mutually agreed upon.

14.11 Necessary Measures

Teachers shall have the authority to apply restraining measures on a pupil or pupils engaged in actions which might be harmful to teachers or other students, or, when necessary, forcibly to remove a student from class, or any area of the building in accordance with Commissioner's Regulations and Regent's Regulations which are herein delineated. (The Commissioner's regulations and Regent's regulations are not subject to the grievance procedure).

19.5 Prohibition of corporal punishment. (a) No teacher, administrator, officer, employee or agent of a school district in this State, or of a board of cooperative educational services in this State, shall use corporal punishment against a pupil.

100.2L (3) Corporal punishment. (i) The term "corporal punishment", as used in this section shall mean any act of physical force upon a pupil for the purpose of punishing that pupil. Such term, as used in this section shall not mean the use of reasonable physical force for any of the following purposes:

- (a) to protect oneself from physical injury;
- (b) to protect another pupil or teacher or any other person from physical injury;
- (c) to protect the property of the school or of others; or
- (d) to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions, powers or duties, if that pupil has refused to comply with a request to refrain from further disruptive acts; provided that alternative procedures and methods not involving the use of physical force cannot reasonably be employed to achieve the purposes set forth in clauses (a) through (d) of this subparagraph.

(ii) In every school district and supervisory district, the trustee, trustees, board of education or board of cooperative educational services, shall submit a written semiannual report to the Commissioner of Education, January 15th and July 15th of each year commencing July 1, 1985, setting forth the substance of each complaint about the use of corporal punishment received by the local school authorities during the reporting period, the results of each investigation, and the action, if any, taken by the school authorities in each case.

14.2 Disciplinary Direction

Teachers shall receive instruction and directions relative to student discipline only from professional administrative and supervisory personnel. Student punishment and discipline referred to higher authority by a teacher shall be administered only by professional administrative and supervisory personnel.

14.3 Disruptive Pupils

14.31 Notification/Pre-Assignment Conference

The District recognizes the importance of notification of teachers regarding students who exhibit special behavior problems which might impair instructional procedures or those who have a prior history of behavior which endangered the safety or welfare of school personnel or other pupils. This information and strategies for response will be communicated by administrators as follows:

- A. At the end of each school year, a list of students in this category will be compiled based upon their behavior in that school year.
- B. All teachers and staff will be instructed in prevention and intervention measures during the opening faculty meeting.
- C. A schedule of follow-up meetings with school administrators will be established for faculty and staff members to review the list of students within the first two weeks of school, as described above, and to discuss proactive strategies.
- D. If there is a schedule change during the year for a student so described, or when a student with a known history of these behaviors transfers into the school, a pre-assignment conference with school administrators will be held for the receiving teacher(s). If a previously unknown history of such behaviors becomes known to the building principal, the affected teacher(s) will be informed as soon as possible, generally by the end of the next full school day.

14.32 Report and Referral

Teachers encountering such pupils in their classes are encouraged to make the facts known to the principal at the earliest practical time so that proper referrals can be made for necessary psychological and/or social work assistance, and such assistance shall be furnished as soon as practical. The principal, after referring the case to the Pupil Personnel Service, shall relay to the teacher any progress reports or information received from the Pupil Personnel Service concerning the case.

14.4 Suspension of Pupils

14.41 Teacher Recommendation

When it is the teacher's considered opinion that a pupil should be suspended from instruction for reasons of infraction of rules, discipline, or serious behavior problems, the teacher shall present in writing to the principal the facts supporting his opinion. In emergency situations, the teacher may present the facts orally to the principal with a follow-up written report within twenty-four hours.

14.42 Reinstatement Conference

Students may be suspended and reinstated in accordance with the New York State Education Law, and the procedures established by the Board of Education. In all cases, pupils suspended from school shall be reinstated to instruction by the principal. Where deemed necessary, a home-school relationship conference shall take place in which the interested teacher shall be involved whenever practical.

Following such conference, the suspending administrator shall forward a letter to the parent or guardian with a copy to the teacher or teachers involved setting forth any terms or conditions attached to such reinstatement.

14.5 Parent Cooperation in Discipline

After notifying the principal involved, teachers have the right, and are encouraged, to enlist the cooperation of parents in handling discipline problems. Teacher may also request attendance at a parent-teacher conference.

15. EVALUATION

15.1 Procedure

15.11 Purpose

It shall be the responsibility of administration and supervisors to evaluate the work of all teachers in conformance with Part 100 of the Commissioner's Regulations and the TOE Agreement. The TOE Agreement shall be revised, if necessary, in accordance with Part 100 of the Commissioner's Regulations.

1. The TOE Agreement is limited to the observation and evaluation of teachers' performance in the classroom. Should the building principal or supervising administrator deem a tenured teacher's teaching performance satisfactory, they can, at some point during the school year, offer a positive letter of evaluation no later than March 31, instead of the procedure of the TOE Agreement. If not deemed positive by the teacher, they can request a formal evaluation. Nothing therein is intended to limit the District's ability to evaluate other aspects of a teacher's service to the District.

2. The parties recognize the Commissioner's Regulations regarding Annual Performance Review (APR), and as such, agree to vest the TOE Committee with the authority to establish appropriate governing plans.

The evaluation of coaches and extra-curricular supervisors is not subject to the TOE Agreement. When coaches and extra-curricular supervisors are evaluated, the forms attached to the Agreement shall be completed by certified administrators and/or the athletic director only.

15.12 Review

Each teacher will receive a duplicate of his evaluation and will initial a copy for the evaluator. Initialing does not necessarily mean agreement with the evaluation. There shall be a review of this evaluation with his immediate supervisor.

15.13 Response

Each teacher shall have the right to have filed with the evaluation in his/her personnel file a letter answering an adverse evaluation. Upon request, he/she shall also have the right to have an additional evaluation by administrative or supervisory personnel mutually agreed upon, and to have all evaluations reviewed by the Superintendent, at which time he/she may be accompanied by a teacher representative of his/her choice.

15.14 Open Observation

All observation of the work performance of the teacher will be conducted openly, with the full knowledge of the teacher. Public address systems or other monitoring devices will not be used for evaluation.

15.2 Probationary Status

15.21 Dismissal/Denial of Tenure

If the Superintendent decided to recommend dismissal of or denial of tenure to a probationary teacher, the Superintendent shall notify the teacher thereof in writing not later than the sixtieth consecutive calendar day preceding the meeting at which the Board will consider that recommendation formally.

15.22 Health Professionals

All health professional positions are non-tenure bearing positions which are governed by applicable provisions of the Civil Service Law.

15.3 Teacher Discipline

No tenured teacher will be disciplined (i.e., reprimanded, reduced in rank or compensation, suspended or terminated) without good and proper cause. In no case will this be done publicly unless mutually agreed upon between the teacher and the administrator.

15.4 Fair Dismissal

15.41 Schedule of Probationary Teachers

Probationary teachers should have the same opportunity for a balanced schedule as other teachers. Every effort should be made within the boundaries of sound educational judgment and the perceived needs of the District to assign probationary teachers to schedules which are not exceptions to the standard within their tenure area.

15.42 Reasons and Hearing

If a third year teacher is dismissed, reasons must be given, and if the teacher requests a hearing before the Board, the teacher may be represented by whomever he/she chooses from the Association.

15.43 Recourse

A non-probationary teacher has the election to challenge his/her dismissal either through the grievance procedure including arbitration or through the State Education Department.

16. TEACHER PERSONNEL FILE

16.1 Review of Personnel File

Each teacher has the unrestricted right (personal references excepted) upon request, to review his personnel file maintained in the Human Resource Office or individual building in connection with his/her employment. Each teacher shall have the right to be accompanied by a representative of his/her own selection during such review. The teacher shall have the right to reproduce information within his/her file with the exception of confidential references. Except for review by the teacher and/or his/her representatives as above set forth, only those persons with an official legal right and reason for so doing may inspect a teacher's file.

16.2 Obsolete Data

At least every two (2) years, a teacher will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the Human Resource Office and if he/she agrees, they will be destroyed. A disagreement over the questions of obsolescence or inappropriateness will be subject to a hearing by the Superintendent for resolution.

16.3 Anonymous Materials

No anonymous material shall be placed in the teacher's personnel file at any time nor shall any anonymous communications be given any weight for any purpose whatsoever.

16.4 Response to Derogatory Materials

No material derogatory to a teacher's conduct, service, character or personality will be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.

16.5 Parent-Student Complaints

Any authenticated complaints by a student or by parents of a student that are directed toward a teacher shall be promptly called to the teacher's attention. If there is any intent to file such report in the teacher's folder, the teacher shall be afforded an opportunity to reply to the same and no derogatory complaint, letter, report, or other material shall be placed in the teacher's file without the teacher's knowledge and an opportunity to make a written statement of defense to be attached thereto and an opportunity to confront the complainants.

17. SALARY

17.1 Teacher Salary

Except as otherwise required by this Agreement or by law, all teachers, except health professionals and long-term substitutes, shall be paid under the provisions of the salary schedules contained herein.

17.2 Advancement Through Teacher's Salary Schedule

17.21 Step Movement

All movement shall be automatic on September 1 of each year, subject to the completion of 90 or more days of service in the previous year.

17.22 Course Work

All course work and degree work shall be from an accredited college offering approved and registered programs.

Credited courses must be approved prior to taking and must be distributed among liberal arts, social and behavioral sciences and professional study in education for teachers in early childhood, upper elementary grades and secondary grades. In addition to the above, special teachers must distribute graduate study in courses pertinent to the field of teaching service. (Refer to Section 207 of Education Law, Part 80, Teacher Certificates.)

17.23 Professional Advancement Approval

All members of the unit, except health professionals, may apply for professional advancement on the applicable application and forward directly to the Superintendent for approval. The Superintendent shall review and approve each application on an individual and equitable basis.

If approval is denied, the individual may request a meeting with the Superintendent to discuss the matter. The individual may be accompanied by a representative of the Association if desired by the individual.

17.24 Course and Step Movement

Course Movement and Masters Degree Credit: Teachers shall advance across level effective September 1 of each year provided official transcripts are submitted to the Human Resource Office prior to November 1.

17.25 Longevity Award

In September and February immediately following the completion of their 20, 25 and 30 years of service to the District, teachers will begin receiving an annual longevity award: See Appendix D.

17.26 Add Ons

Teachers who were on Step S in 1999-2000 and did not receive an Add On will receive the first Add On in 2000-01, the second Add On in 2001-02, and the third Add On in 2002-03.

Teachers on the first Add On in 1999-2000 will receive the second Add On in 2000-01, the third in 2001-02, and the fourth in 2002-03.

Teachers on the second Add On in 1999-2000 will receive the third Add On in 2000-01, the fourth in 2001-02, and the fifth in 2002-03.

Teachers on the third Add On in 1999-2000 will receive the fourth Add On in 2000-01, the fifth in 2001-02, and the sixth in 2002-03.

These amounts shall continue during the life of this Agreement.

17.27 Long-Term Substitutes

All long-term substitutes shall be paid at Step 1 of the BA or MA salary schedule (as applicable) for the entire period of their service in that capacity.

*No progress
with receiving
by end of 2001-02
longevity award*

17.3 Paychecks

Teachers shall receive their teaching salaries in a separate and distinct paycheck. Included with a paycheck in October will be a statement of accumulated sick leave.

Teacher's earnings other than their teaching salaries, shall be paid for the additional duties detailed on a separate pay stub line in equally prorated blocks, commencing on the first pay date of the month and being evenly dispersed over the time period the duty is to be performed. (Coaching, extra classroom activities, etc.) Except that such salaries less than \$800. shall be paid in lump sums consistent with the past practice.

17.4 Pay Periods

Teachers will have the choice of being paid in 22 installments during the 10-month period, or 1/26 of salary for each of 21 pay periods and a check equal to 5/26 of the annual salary on the final check of the school year.

Present teachers are to make requests before June 30 of each school year. New teachers will make their choice at the time they are employed. All changes are to be made before August 15 so that payroll records may be set up. Additional changes are not to be made during the school year.

In the event teachers' regular checks fall during vacation, to the extent feasible, checks shall be dated and delivered the last regularly scheduled duty day before vacation.

17.5 Differentials

17.51 Special Education, Speech and Reading Teacher Differential

Special education, speech and reading teachers with provisional or permanent certification hired prior to June 30, 1975 will be paid an annual differential of \$728 above the salary to which they would normally be entitled.

17.52 Guidance Counselor's Differential

Counselors employed prior to July 1, 1979 shall receive a differential of \$1,334. The work year for counselors hired after July 1, 1979 shall be the same as all other teachers, and counselors hired prior to July 1, 1979 shall suffer no increase of workload due to the variance in work year for the new counselors. Counselors hired after July 1, 1979 shall not receive a differential.

17.53 Existing Salary Differential Guaranteed

Under no circumstances will the salary differential being paid for any regular or extra-classroom duty be reduced below present levels, even though the same is not specifically mentioned in this Agreement.

17.54 Department Chairpeople

Department Chairpeople shall receive a differential of \$1,029 per year plus \$57 per teacher in their department. Department chairpersons shall have a class load of not less than two (2) nor more than four (4) periods per day as determined by the Administration. Department chairpersons shall not have any extra duties (i.e., study hall, homeroom, cafeteria, etc.). The job description of October 1994 shall be utilized for department chairpersons (see Appendix H).

17.55 School Psychologists

School Psychologists hired before June 30, 2000 shall receive an annual differential of \$4,852 above the salary to which they would normally be entitled.

17.6 Extra-Classroom Duty Pay

17.61 Compensation

Except as otherwise herein provided, teachers shall not be required to perform after-school services beyond their normal teaching load.

17.62 First Preference

Since each coaching and extra-curricular position is assigned annually, all individuals supervising any paid activity (including coaching) during any school year will have first preference in supervising such activity each following year unless their performance has been judged by the principal or supervisor to have been unsatisfactory or not to be in the best interest of the school system.

In the event of a contemplated change, written notice thereof will be given by the last day of school.

When an extra curricular vacancy exists, of the eligible applicants who are certified and deemed qualified pursuant to Article 8.2 of the negotiated agreement by the appropriate administrator, members of the bargaining unit will be given preference over other candidates.

The district has the obligation to explain the rationale for exclusion of a bargaining unit member.

Positions will be posted only when a vacancy exists.

17.7 Schedules for Special Services

Salaries are to be granted on a separate contract for additional work on an annual basis. The basic contract of these will be for 10 months. The service must be performed after school and in addition to a full, regular teaching assignment.

Special Coaching/Marching Band Salary Schedule - Appendix E, F

Other Services Beyond Classroom Assignment - Appendix D, E, F

Service for pool supervision for recreation, instruction in swimming extra hours, and special after school activities, with prior approval by the Superintendent, shall be compensated at the rate specified in Appendix D.

17.8 Home Teaching Schedule

The District shall utilize the following hierarchy when filling Home Teaching positions from a list which it shall establish and maintain on an on-going basis. (Individuals shall have the obligation to make their interests known to the District prior to establishing their eligibility for consideration for Home Teaching positions.)

1. Individual on Jamestown preferred eligibility list.
2. Current full-time or part-time staff.
3. Non-Bargaining unit members.

4. Notwithstanding the above list, the District may enter into contract with outside agencies to provide services for individuals on suspension. Every effort shall be made to insure the interests of individuals in categories 1 and 2 when establishing a relationship with an agency.

Home Teachers shall be compensated in the following manner:

1. Individuals in categories 1 and 2 shall receive the negotiated hourly amount.
2. Individuals/agencies in categories 3 & 4 shall receive an amount established by the district(Appendix D)

17.9 Proctoring Special Examinations

Preliminary Scholastic Aptitude Tests rates shall be set at the rate established in Appendix D per test.

17.10 Curriculum and Instructional Development

During the school year, it is the professional responsibility of people in the Unit to assist in the development of curriculum (including but not limited to research, evaluation, material development, etc.), such activities to be conducted at responsible and convenient times.

During the summer period (July 1 to August 31) where a person in the Unit is assigned by Administration to train to utilize instructional materials, curriculum, and instructional programs prepared by others, and to develop the implementation of these instructional materials, curriculum and instructional programs at a given school, the individual shall be paid at the rate listed in Appendix D.

During the summer period (July 1 to August 31) where a person in the Unit is assigned by the Administration to develop original curriculum, they shall be paid at the rate listed in Appendix D.

17.11 Salary of Temporary Appointments

Any temporary appointees for twenty (20) school days or more, to any and all promotional positions will receive the beginning salary normally paid for such positions.

17.12 Voluntary Participation in Workshop and Training Sessions

1. Workshops and training may become available for which teachers may volunteer.
2. Such workshops and training are subject to approval by the Superintendent.
3. Teachers may volunteer for participation in these workshops and training and, with the approval of the Superintendent, the District will pay expenses and may provide a stipend for attendance.
4. The number and amount of stipends will be set by the District and may vary from event to event depending upon the availability of funds.
5. Such expense will include: Registration, travel, and room and board as approved by the Superintendent.

18. INSURANCE AND ANNUITIES

18.1 Medical Insurance Agreement

- A. Hospitalization and surgical benefits along with major medical insurance (with a deductible of \$100/\$200) will be provided through the Chautauqua County School Districts' Medical Health Plan dated 1993.
- B. The District will offer the following health maintenance organization ("HMO") plans as options that may be selected by teachers after their first full year of employment instead of coverage under the Chautauqua County School Districts Medical Health Plan: (1) Independent Health (2) Univera 3) Community Blue.

All new hires will be enrolled in the Chautauqua County School Districts' Medical Health Plan for the first full year of their employment, after which they may select a different health care option.

- C. The percentage contribution rates for monthly premiums shall be as follows:
Family: District 85%, employee 15%
Single: District 94%, employee 6%

These contribution rates shall be applicable to both the Chautauqua County School Districts Medical Health Plan and the two HMOs, provided that if the monthly premium for HMO coverage exceeds the monthly premium for coverage under the Chautauqua County School Districts Medical Health Plan, the District's contribution toward the premium shall be 85% or 94%, as the case may be, of the monthly premium for the Chautauqua County School Districts Medical Health Plan, and the teacher shall be responsible for all additional premium amounts for the HMO coverage.

D. All bargaining unit members are eligible for health benefits coverage under this Agreement. However, the above schedule of premium payments is applicable only to full-time teachers. For part-time teachers (i.e., those working less than the equivalent of six (6) student supervision periods per day) hired prior to January 1, 1995, the District shall make a monthly premium contribution on a pro-rated basis consistent with the teacher's salary. Part-time teachers hired on or after January 1, 1995 shall not be eligible for a District contribution to insurance premiums (except for kindergarten teachers teaching half-time).

E. Any teacher receiving health insurance benefits on April 1, 1997 or any teacher who first becomes eligible to receive such benefits after that date, may submit to the District written notice that the teacher wishes to withdraw from the health insurance plan effective on July 1 of any fiscal year. A teacher who submits such a notification and who remains out of the insured group for the entire school year shall receive prior to June 30 of the fiscal year a payment of \$1,000 if the teacher previously had family or two-person coverage or \$500 if the teacher previously had single coverage. In order to receive the payment, the teacher must remain out of the plan for the entire year and must not be covered under any health benefits plan paid for by the District. The teacher must, however, annually submit evidence of alternative coverage by means of certificate of coverage or active enrollment card. Teachers shall be eligible to return to the plan during the course of the school year only upon a showing of a loss of alternative health insurance coverage, in which event the teacher may re-apply for admission into the District's health plan. However, re-entry into the plan at any time shall be governed by the determination of the carrier, and may subject the teacher to restriction(s) on coverage for pre-existing conditions.

F. The District shall assume 100% of the costs for the term life insurance (\$40,000)

G. All benefits shall be in accordance with the District Plan Document.

The District will distribute booklets summarizing the benefits to all eligible employees.

Teachers may use their insurance card or a letter from the Human Resource Office for admission to all sports activities and other non-fund raising events in the school district.

18.11 Section 125 Plan

(Internal Revenue Code of 1986, hereinafter referred to as the Plan) shall be established by the District to be effective upon acceptance of the plan document by the District.

A) Teachers may utilize the plan in accordance with the IRS rules for:

1. Accident and health plans including medical insurance, medical reimbursement, disability insurance, etc.
2. Group Term Life Insurance
3. Dependent Care Assistance

B) The plan year shall be from September 1 through August 31 of the succeeding year.

C) The District shall assume the administrative cost of the Plan. If and when the administrative costs for the Plan equals or exceeds \$37 per employee for the plan year, the District's contribution to the Plan shall be decreased by \$25 per teacher.

D) The District shall contribute \$450 to the Plan for each full-time, full school year employee*:

*The District shall contribute on a pro rata basis for part-time teachers and/or teachers employed less than ten (10) months.

Effective July 1, 1986, all part-time teachers (i.e. Those working less than the equivalent of six (6) student supervision periods per day) and/or teachers employed less than ten (10) months shall be eligible for a pro rata contribution from the District. Part-time teachers hired after January 1, 1995, shall not be eligible for flex plan benefits except kindergarten teachers teaching half time. All part-time teachers working prior to January 1, 1995, shall continue to be eligible for such benefits as specified above.

18.12 Supplemental Life Insurance

All employees who are eligible for term life insurance are also eligible to enroll in the District's supplemental life insurance program which provides an additional \$10,000. benefit at the employee's expense.

18.2 Payroll Deduction for Group-Life Insurance

The Board agrees to make appropriate arrangements, in cooperation with the Association negotiating unit, for the deduction from the salary of any member of the Association voluntarily applying for the NEA Life Insurance Program.

18.3 Tax Sheltered Annuity Program

The existing arrangements for payroll deduction from the wages of each teacher for tax shelter annuities will be continued provided that teachers enroll only in a program accepted by the Board.

19. TERMINAL LEAVE

19.1 Requirements to Receive Terminal Leave Payments

Any teacher employed on a 10-month per year basis who gives written notice to the Superintendent:

- (1) Eighteen months ahead of such teacher's INTENTION to retire in the next school year, and
- (2) Thirteen months ahead of such teacher's DECISION to retire in the next school year shall be paid during said year of retirement any sums which may be due the teacher pursuant to Section 19.2 of this agreement. (Example: If a teacher is retiring June of 1996, INTENTION must be January 1, 1995, and DECISION must be May 31, 1995). The teacher's decision shall be presented to the Board at its next regularly scheduled meeting. This amount shall be paid in 3 equal installments which shall be equal unless an adjustment is necessary because of absence, and be included in the last three regular salary payments prior to the close of the school year and be subject to the usual deductions chargeable during the final year of service.

Pending legal and actuarial approval and affirmative recommendation from the Terminal Leave Committee, which shall not be unreasonably withheld if the plan is mutually beneficial, the Association and the District shall enter into an agreement in order to administer the Terminal Leave benefit.

19.2 Computing Terminal Leave Payment

If a teacher has 225 days of unused sick leave accumulated as of the date of the teacher's retirement, the sum due to the teacher shall be the contract limit for that year. If a teacher has less than 225 days of unused sick days accumulated as of the date of the teacher's retirement, a percentage (sick days accumulated divided by 225) of the contract limit for that year shall be due the teacher. For retirements effective after June 30, 1999, the maximum accumulation of sick days for the calculation of the terminal leave payment shall be fixed for each teacher by the number of accumulated days each had as of June 30, 1999; if a teacher retires after that date, the teacher's terminal leave payment shall be calculated based on the number of accumulated days on the date of the teacher's retirement or on June 30, 1999, whichever is less.

For the 1996-97 school year, the contract limit shall be \$27,200. For the 1997-98 school year, the contract limit shall be \$28,100. For the 1998-99 school year and all school years thereafter, the contract limit shall be \$28,500.

19.3 Application of 19

This article 19 applies only to teachers who, on October 21, 1988, were either on the District's active payroll or who were on unpaid leave of absence, and who meet the eligibility requirements of Section 19.1 of this agreement.

19.4 Future Negotiations Concerning Terminal Leave

Unless the Association and the District both agree in writing, terminal leave shall not be a subject of negotiations until the parties are negotiating contract provisions to be effective after June 30, 2009.

19.5 Health Insurance Option

A teacher entitled to receive a payment of terminal leave benefits under this Article 19 may, at any time before such benefit is paid, elect in writing to have all or a portion of the benefit held by the District for the payment of premiums for health insurance benefits received through the District after retirement.

20. SHARED DECISION MAKING

20.1 The Association will use its best efforts to secure teacher volunteers to serve on the shared decision making committees of the District established pursuant to the Regulations of the Commissioner of Education, and such teacher volunteers will be approved by the Association President; provided that if the Association does not secure a volunteer for a committee position, the District may request a teacher to serve on the committee, and that teacher shall be subject to approval by the Association President. Approval of committee members by the Association President will not be unreasonably withheld.

20.2 Shared Decision Making plans which require a latitude which exceeds the parameters of the negotiated agreement must first obtain a waiver of the Contract from the Association and the District prior to implementation of said plan. Waivers must be reviewed for renewal on an annual basis.

20.3 Waivers from the contract for Shared projects shall be valid for one school year and shall apply to one site without precedence.

21. MENTOR TEACHER

21.1 The District shall create a position of Mentor-Teacher in each Discipline/Grade level on an as-needed basis. A Mentor-Teacher will assist probationary and/or teachers in need of formative assistance in developing sound pedagogical skills.

21.2 A teacher volunteer selected by the group to serve as a Mentor-Teacher may be provided release time from normal instructional duties as determined by the Superintendent.

21.3 The observations and/or critiques of the Mentor-Teacher shall be strictly confidential between the Mentor and Mentee.

21.4 The Mentor-Teacher shall not contribute to nor participate in any summative evaluation. They shall not participate in any proceedings dealing with the competence of their Mentee which might require that the Mentor disclose observations or opinions which were formed during the Mentor-Mentee relationship.

21.5 The Superintendent shall select Mentor-Teachers after consultation with the Association President.

JAMESTOWN TEACHERS' ASSOCIATION

by:

Thurgood R. Peters 3/26/2001
President Date

JAMESTOWN BOARD OF EDUCATION

by:

Raymond J. Fashaw 3/23/2001
Superintendent of Schools Date

APPENDICES

Appendix A

2000 - 2001 Salary Schedule

Level	I BA-	II BA	III BA+6	IV BA+12	V BA+18	VI BA+24	VII BA+30	VIII BA+36	IX BA+42	X BA+48	XI BA+54	XII BA+60
A	29,859	30,431	30,808	31,186	31,563	31,941	32,318	32,696	33,073	33,451	33,828	34,206
B	31,283	31,681	32,058	32,435	32,813	33,190	33,568	33,945	34,323	34,700	35,078	35,455
C	32,558	32,956	33,333	33,710	34,088	34,465	34,843	35,220	35,598	35,975	36,353	36,730
D	33,751	34,167	34,544	34,921	35,299	35,676	36,054	36,431	36,809	37,186	37,564	37,941
E	34,986	35,417	35,795	36,172	36,550	36,927	37,305	37,682	38,060	38,437	38,815	39,192
F	36,260	36,699	37,076	37,454	37,831	38,209	38,586	38,963	39,341	39,718	40,096	40,473
G	37,767	38,204	38,582	38,959	39,337	39,714	40,092	40,469	40,847	41,224	41,601	41,979
H	39,276	39,711	40,088	40,466	40,843	41,221	41,598	41,976	42,353	42,731	43,108	43,486
I	40,783	41,218	41,595	41,973	42,350	42,728	43,105	43,482	43,860	44,237	44,615	44,992
J	42,291	42,726	43,104	43,481	43,859	44,236	44,614	44,991	45,369	45,746	46,124	46,501
K	43,796	44,233	44,611	44,988	45,366	45,743	46,120	46,498	46,875	47,253	47,630	48,008
L	45,305	45,742	46,119	46,497	46,874	47,252	47,629	48,007	48,384	48,762	49,139	49,517
M	46,811	47,249	47,626	48,004	48,381	48,759	49,136	49,513	49,891	50,268	50,646	51,023
N	48,320	48,757	49,135	49,512	49,890	50,267	50,645	51,022	51,400	51,777	52,155	52,532
O	49,932	50,261	50,638	51,016	51,393	51,771	52,148	52,526	52,903	53,281	53,658	54,036
P	49,932	51,769	52,146	52,524	52,901	53,279	53,656	54,034	54,411	54,788	55,166	55,543
Q	49,932	53,424	53,802	54,179	54,557	54,934	55,312	55,689	56,067	56,444	56,821	57,199
R	49,932	55,081	55,458	55,836	56,213	56,591	56,968	57,346	57,723	58,101	58,478	58,856
S	51,755	56,904	57,282	57,659	58,037	58,414	58,792	59,169	59,547	59,924	60,301	60,679

Level	XIII MA	XIV MA+6	XV MA+12	XVI MA+18	XVII MA+24	XVIII MA+30	XIX MA+36	XX MA+42	XXI MA+48	XXII MA+54	XXIII MA+60
A	33,211	33,588	33,966	34,343	34,721	35,098	35,476	35,853	36,231	36,608	36,986
B	34,483	34,861	35,238	35,616	35,993	36,370	36,748	37,125	37,503	37,880	38,258
C	35,758	36,136	36,513	36,891	37,268	37,645	38,023	38,400	38,778	39,155	39,533
D	37,095	37,472	37,850	38,227	38,605	38,982	39,360	39,737	40,115	40,492	40,870
E	38,453	38,830	39,208	39,585	39,963	40,340	40,718	41,095	41,472	41,850	42,227
F	39,837	40,214	40,592	40,969	41,347	41,724	42,102	42,479	42,857	43,234	43,611
G	41,346	41,723	42,101	42,478	42,855	43,233	43,610	43,988	44,365	44,743	45,120
H	42,852	43,230	43,607	43,985	44,362	44,740	45,117	45,495	45,872	46,249	46,627
I	44,361	44,739	45,116	45,493	45,871	46,248	46,626	47,003	47,381	47,758	48,136
J	45,868	46,245	46,623	47,000	47,378	47,755	48,133	48,510	48,887	49,265	49,642
K	47,373	47,751	48,128	48,506	48,883	49,261	49,638	50,016	50,393	50,771	51,148
L	48,882	49,260	49,637	50,015	50,392	50,770	51,147	51,524	51,902	52,279	52,657
M	50,390	50,767	51,145	51,522	51,900	52,277	52,655	53,032	53,410	53,787	54,165
N	51,898	52,275	52,653	53,030	53,408	53,785	54,162	54,540	54,917	55,295	55,672
O	53,403	53,781	54,158	54,536	54,913	55,291	55,668	56,046	56,423	56,801	57,178
P	54,910	55,288	55,665	56,042	56,420	56,797	57,175	57,552	57,930	58,307	58,685
Q	56,625	57,003	57,380	57,758	58,135	58,513	58,890	59,268	59,645	60,023	60,400
R	58,341	58,718	59,096	59,473	59,851	60,228	60,606	60,983	61,360	61,738	62,115
S	60,164	60,542	60,919	61,296	61,674	62,051	62,429	62,806	63,184	63,561	63,939

Appendix A

2001 - 2002 Salary Schedule

Level	I BA-	II BA	III BA+6	IV BA+12	V BA+18	VI BA+24	VII BA+30	VIII BA+36	IX BA+42	X BA+48	XI BA+54	XII BA+60
A	29,859	31,438	31,815	32,193	32,570	32,948	33,325	33,703	34,080	34,458	34,835	35,213
B	32,146	32,718	33,095	33,473	33,850	34,228	34,605	34,983	35,360	35,738	36,115	36,493
C	33,570	33,968	34,345	34,722	35,100	35,477	35,855	36,232	36,610	36,987	37,365	37,742
D	34,845	35,243	35,620	35,997	36,375	36,752	37,130	37,507	37,885	38,262	38,640	39,017
E	36,038	36,454	36,831	37,208	37,586	37,963	38,341	38,718	39,096	39,473	39,851	40,228
F	37,273	37,704	38,082	38,459	38,837	39,214	39,592	39,969	40,347	40,724	41,102	41,479
G	38,547	38,986	39,363	39,741	40,118	40,496	40,873	41,250	41,628	42,005	42,383	42,760
H	40,054	40,491	40,869	41,246	41,624	42,001	42,379	42,756	43,134	43,511	43,888	44,266
I	41,563	41,998	42,375	42,753	43,130	43,508	43,885	44,263	44,640	45,018	45,395	45,773
J	43,070	43,505	43,882	44,260	44,637	45,015	45,392	45,769	46,147	46,524	46,902	47,279
K	44,578	45,013	45,391	45,768	46,146	46,523	46,901	47,278	47,656	48,033	48,411	48,788
L	46,083	46,520	46,898	47,275	47,653	48,030	48,407	48,785	49,162	49,540	49,917	50,295
M	47,592	48,029	48,406	48,784	49,161	49,539	49,916	50,294	50,671	51,049	51,426	51,804
N	49,098	49,536	49,913	50,291	50,668	51,046	51,423	51,800	52,178	52,555	52,933	53,310
O	50,607	51,044	51,422	51,799	52,177	52,554	52,932	53,309	53,687	54,064	54,442	54,819
P	52,219	52,548	52,925	53,303	53,680	54,058	54,435	54,813	55,190	55,568	55,945	56,323
Q	52,219	54,056	54,433	54,811	55,188	55,566	55,943	56,321	56,698	57,075	57,453	57,830
R	52,219	55,711	56,089	56,466	56,844	57,221	57,599	57,976	58,354	58,731	59,108	59,486
S	52,219	57,368	57,745	58,123	58,500	58,878	59,255	59,633	60,010	60,388	60,765	61,143

Level	XIII MA	XIV MA+6	XV MA+12	XVI MA+18	XVII MA+24	XVIII MA+30	XIX MA+36	XX MA+42	XXI MA+48	XXII MA+54	XXIII MA+60
A	34,211	34,588	34,966	35,343	35,721	36,098	36,476	36,853	37,231	37,608	37,986
B	35,498	35,875	36,253	36,630	37,008	37,385	37,763	38,140	38,518	38,895	39,273
C	36,770	37,148	37,525	37,903	38,280	38,657	39,035	39,412	39,790	40,167	40,545
D	38,045	38,423	38,800	39,178	39,555	39,932	40,310	40,687	41,065	41,442	41,820
E	39,382	39,759	40,137	40,514	40,892	41,269	41,647	42,024	42,402	42,779	43,157
F	40,740	41,117	41,495	41,872	42,250	42,627	43,005	43,382	43,759	44,137	44,514
G	42,124	42,501	42,879	43,256	43,634	44,011	44,389	44,766	45,144	45,521	45,898
H	43,633	44,010	44,388	44,765	45,142	45,520	45,897	46,275	46,652	47,030	47,407
I	45,139	45,517	45,894	46,272	46,649	47,027	47,404	47,782	48,159	48,536	48,914
J	46,648	47,026	47,403	47,780	48,158	48,535	48,913	49,290	49,668	50,045	50,423
K	48,155	48,532	48,910	49,287	49,665	50,042	50,420	50,797	51,174	51,552	51,929
L	49,660	50,038	50,415	50,793	51,170	51,548	51,925	52,303	52,680	53,058	53,435
M	51,169	51,547	51,924	52,302	52,679	53,057	53,434	53,811	54,189	54,566	54,944
N	52,677	53,054	53,432	53,809	54,187	54,564	54,942	55,319	55,697	56,074	56,452
O	54,185	54,562	54,940	55,317	55,695	56,072	56,449	56,827	57,204	57,582	57,959
P	55,690	56,068	56,445	56,823	57,200	57,578	57,955	58,333	58,710	59,088	59,465
Q	57,197	57,575	57,952	58,329	58,707	59,084	59,462	59,839	60,217	60,594	60,972
R	58,912	59,290	59,667	60,045	60,422	60,800	61,177	61,555	61,932	62,310	62,687
S	60,628	61,005	61,383	61,760	62,138	62,515	62,893	63,270	63,647	64,025	64,402

Appendix A

2002 - 2003 Salary Schedule

Level	I BA-	II BA	III BA+6	IV BA+12	V BA+18	VI BA+24	VII BA+30	VIII BA+36	IX BA+42	X BA+48	XI BA+54	XII BA+60
A 1	29,859	31,738	32,115	32,493	32,870	33,248	33,625	34,003	34,380	34,758	35,135	35,513
B 2	31,307	32,963	33,340	33,718	34,095	34,473	34,850	35,228	35,605	35,982	36,360	36,737
C 3	33,705	34,305	34,682	35,060	35,437	35,815	36,192	36,570	36,947	37,325	37,702	38,079
D 4	35,198	35,615	35,992	36,370	36,747	37,125	37,502	37,880	38,257	38,635	39,012	39,390
E 5	36,535	36,952	37,329	37,707	38,084	38,462	38,839	39,217	39,594	39,971	40,349	40,726
F 6	37,786	38,222	38,599	38,976	39,354	39,731	40,109	40,486	40,864	41,241	41,619	41,996
G 7	39,081	39,533	39,911	40,288	40,665	41,043	41,420	41,798	42,175	42,553	42,930	43,308
H 8	40,417	40,876	41,254	41,631	42,009	42,386	42,764	43,141	43,519	43,896	44,274	44,651
I 9	41,997	42,455	42,833	43,210	43,588	43,965	44,342	44,720	45,097	45,475	45,852	46,230
J 10	43,579	44,035	44,412	44,790	45,167	45,545	45,922	46,300	46,677	47,055	47,432	47,810
K 11	45,158	45,615	45,992	46,370	46,747	47,125	47,502	47,879	48,257	48,634	49,012	49,389
L 12	46,740	47,197	47,574	47,952	48,329	48,706	49,084	49,461	49,839	50,216	50,594	50,971
M 13	48,318	48,776	49,154	49,531	49,909	50,286	50,664	51,041	51,419	51,796	52,174	52,551
N 14	49,900	50,358	50,736	51,113	51,491	51,868	52,246	52,623	53,001	53,378	53,756	54,133
O 15	51,480	51,938	52,316	52,693	53,071	53,448	53,825	54,203	54,580	54,958	55,335	55,713
P 16	53,062	53,520	53,898	54,275	54,652	55,030	55,407	55,785	56,162	56,540	56,917	57,295
Q 17	54,751	55,097	55,474	55,852	56,229	56,606	56,984	57,361	57,739	58,116	58,494	58,871
R 18	54,751	56,677	57,055	57,432	57,810	58,187	58,565	58,942	59,320	59,697	60,075	60,452
S 19	54,751	58,413	58,791	59,168	59,546	59,923	60,301	60,678	61,056	61,433	61,810	62,188

Level	XIII MA	XIV MA+6	XV MA+12	XVI MA+18	XVII MA+24	XVIII MA+30	XIX MA+36	XX MA+42	XXI MA+48	XXII MA+54	XXIII MA+60
A 1	34,511	34,888	35,266	35,643	36,021	36,398	36,776	37,153	37,531	37,908	38,286
B 2	35,870	36,248	36,625	37,003	37,380	37,758	38,135	38,512	38,890	39,267	39,645
C 3	37,220	37,597	37,975	38,352	38,729	39,107	39,484	39,862	40,239	40,617	40,994
D 4	38,554	38,931	39,308	39,686	40,063	40,441	40,818	41,196	41,573	41,951	42,328
E 5	39,890	40,268	40,645	41,023	41,400	41,778	42,155	42,533	42,910	43,287	43,665
F 6	41,292	41,669	42,047	42,424	42,802	43,179	43,557	43,934	44,312	44,689	45,067
G 7	42,716	43,093	43,471	43,848	44,226	44,603	44,980	45,358	45,735	46,113	46,490
H 8	44,167	44,544	44,922	45,299	45,677	46,054	46,432	46,809	47,187	47,564	47,941
I 9	45,749	46,126	46,504	46,881	47,259	47,636	48,014	48,391	48,768	49,146	49,523
J 10	47,329	47,706	48,083	48,461	48,838	49,216	49,593	49,971	50,348	50,726	51,103
K 11	48,911	49,288	49,665	50,043	50,420	50,798	51,175	51,553	51,930	52,308	52,685
L 12	50,490	50,868	51,245	51,623	52,000	52,378	52,755	53,133	53,510	53,887	54,265
M 13	52,069	52,446	52,824	53,201	53,579	53,956	54,334	54,711	55,089	55,466	55,844
N 14	53,651	54,028	54,406	54,783	55,161	55,538	55,916	56,293	56,671	57,048	57,426
O 15	55,232	55,609	55,987	56,364	56,742	57,119	57,497	57,874	58,251	58,629	59,006
P 16	56,813	57,190	57,568	57,945	58,323	58,700	59,077	59,455	59,832	60,210	60,587
Q 17	58,391	58,769	59,146	59,524	59,901	60,279	60,656	61,034	61,411	61,788	62,166
R 18	59,971	60,349	60,726	61,103	61,481	61,858	62,236	62,613	62,991	63,368	63,746
S 19	61,770	62,147	62,525	62,902	63,279	63,657	64,034	64,412	64,789	65,167	65,544

Appendix B

Registered Nurse

2000 - 2001 Salary Schedule

<u>Level</u>	<u>Salary</u>
1	18,556
2	19,638
3	20,317
4	21,186
5	22,053
6	22,933
7	23,841
8	24,747
9	25,655
10	26,519
11	27,470
12	31,948

2001 - 2002 Salary Schedule

<u>Level</u>	<u>Salary</u>
1	18,556
2	19,456
3	20,590
4	21,302
5	22,213
6	23,123
7	24,046
8	24,997
9	25,947
10	26,900
11	27,805
12	28,802
13	33,497

2002 - 2003 Salary Schedule

<u>Level</u>	<u>Salary</u>
1	18,556
2	19,456
3	20,400
4	21,589
5	22,335
6	23,291
7	24,245
8	25,212
9	26,209
10	27,206
11	28,204
12	29,154
13	30,199
14	35,122

Appendix C

Certified Occupational
Therapist Assistants

2000 - 2001 Salary Schedule

<u>Level</u>	<u>Salary</u>
1	18,077
2	18,744
3	19,392
4	20,221
5	21,050
6	21,890
7	22,756
8	23,621
9	24,488
10	25,312
11	26,220
12	30,494

2001 - 2002 Salary Schedule

<u>Level</u>	<u>Salary</u>
1	18,177
2	18,954
3	19,653
4	20,333
5	21,202
6	22,071
7	22,951
8	23,859
9	24,766
10	25,675
11	26,539
12	27,492
13	31,972

2002 - 2003 Salary Schedule

<u>Level</u>	<u>Salary</u>
1	18,277
2	19,059
3	19,873
4	20,606
5	21,319
6	22,230
7	23,141
8	24,064
9	25,016
10	25,967
11	26,921
12	27,827
13	28,825
14	33,523

Longevity Schedule

Years of Service	2000-2001	2001-2002	2002-2003
20	956	1,003	1,051
25	1,912	2,005	2,102
30	2,869	3,008	3,154

Add On Schedule

	2000-2001	2001-2002	2002-2003
First	2,479	2,287	2,095
Second	3,435	4,304	4,200
Third	3,913	5,300	6,392
Fourth	4,388	5,797	7,399
Fifth		6,280	7,995
Sixth			8,444

Miscellaneous Rates

	2000-2001	2001-2002	2002-2003
Proctoring	27.39	28.72	30.11
Traveling Teacher: Per Change Maximum	51.00 305.00	54.00 320.00	56.00 335.00
Summer School	28.37	29.75	31.19
Evening School	28.37	29.75	31.19
Extra Coverage:			
Elementary per hour	28.37	29.75	31.19
Middle School per class	28.37	29.75	31.19
Block class	56.74	59.50	62.38
1/2 Block class	28.37	29.75	31.19
Music Teacher Overload	10.72	11.24	11.78
Orientation/Staff Development per day	100.00	105.00	110.00
Curriculum Development	22.70	23.80	24.96
After School Activities Maximum	14.17 3,002.00	14.85 3,147.00	15.57 3,300.00
Pool Supervision	14.17	14.85	15.57
Home Teaching	28.37	29.75	31.19
PSAT Rate	27.41	28.74	30.13
Technology Specialist per building	1,000.00	1,050.00	1,100.00

375 for chairs

220/hr yr
4 hrs full day

Coaching Salary Schedule
2000 - 2001 Salary Schedule

Coach	Step				
	1	2	3	4	5
HIGH SCHOOL:					
Head Baseball	3,350	3,512	3,617	3,722	4,091
Head Basketball	3,650	3,827	3,932	4,037	4,511
Head Bowling	1,250	1,311	1,363	1,415	1,680
Head Cheerleading Varsity	2,000	2,097	2,202	2,254	2,571
Head Cross Country	1,600	1,678	1,730	1,782	2,047
Head Football	4,350	4,561	4,666	4,771	5,140
Head Golf	1,550	1,625	1,678	1,730	1,994
Head Gymnastics	2,550	2,674	2,779	2,883	3,252
Head Indoor Track	2,000	2,097	2,202	2,254	2,571
Head Soccer	2,550	2,674	2,779	2,883	3,252
Head Softball	3,350	3,512	3,617	3,722	4,091
Head Swimming	2,550	2,674	2,779	2,883	3,252
Head Tennis	2,550	2,674	2,779	2,883	3,252
Head Track	2,750	2,883	2,988	3,093	3,462
Head Volleyball	2,000	2,097	2,202	2,254	2,571
Head Wrestling	3,650	3,827	3,932	4,037	4,511
Asst Basketball	2,850	2,988	3,093	3,198	3,567
Asst Football	3,200	3,355	3,460	3,565	3,986
Asst Soccer	1,900	1,992	2,097	2,202	2,571
Asst Swimming	1,900	1,992	2,097	2,202	2,571
Asst Track	1,550	1,625	1,678	1,730	1,994
Asst Wrestling	2,850	2,988	3,093	3,198	3,567
JV Head Baseball	2,561	2,685	2,782	2,877	3,228
JV Head Basketball	2,273	2,383	2,443	2,504	2,790
JV Head Cheerleading	1,028	1,078	1,109	1,145	1,384
JV Head Football	3,250	3,408	3,460	3,617	3,986
JV Head Soccer	1,570	1,646	1,694	1,745	2,018
JV Head Softball	2,561	2,685	2,782	2,877	3,228
JV Head Volleyball	1,330	1,395	1,436	1,479	1,743
JV Asst Football	2,800	2,936	3,041	3,146	3,619
Freshman Head Baseball	2,100	2,202	2,254	2,307	2,571
Freshman Head Basketball	2,273	2,383	2,443	2,504	2,790
Freshman Head Football	2,600	2,726	2,831	2,936	3,305
Freshman Asst -Football	2,200	2,307	2,359	2,412	2,676
Faculty Manager	4,406	4,620	4,757	4,899	5,396
MIDDLE SCHOOL s:					
Head Basketball	2,215	2,322	2,392	2,466	2,792
Head Cheerleading/Pep	911	955	986	1,018	1,245
Head Football	2,460	2,579	2,658	2,739	3,086
Head Track	1,639	1,718	1,773	1,826	2,111
Head Volleyball	1,639	1,718	1,773	1,826	2,111
Head Wrestling	2,440	2,558	2,622	2,685	2,974
Asst Football	1,639	1,718	1,773	1,826	2,111

Coaching Salary Schedule
2001 - 2002 Salary Schedule

Coach	Step				
	1	2	3	4	5
HIGH SCHOOL:					
Head Baseball	3,350	3,512	3,683	3,793	4,290
Head Basketball	3,650	3,827	4,013	4,123	4,729
Head Bowling	1,250	1,311	1,374	1,429	1,761
Head Cheerleading Varsity	2,000	2,097	2,199	2,309	2,696
Head Cross Country	1,600	1,678	1,759	1,814	2,146
Head Football	4,350	4,561	4,782	4,892	5,389
Head Golf	1,550	1,625	1,704	1,759	2,091
Head Gymnastics	2,550	2,674	2,803	2,913	3,410
Head Indoor Track	2,000	2,097	2,199	2,309	2,696
Head Soccer	2,550	2,674	2,803	2,913	3,410
Head Softball	3,350	3,512	3,683	3,793	4,290
Head Swimming	2,550	2,674	2,803	2,913	3,410
Head Tennis	2,550	2,674	2,803	2,913	3,410
Head Track	2,750	2,883	3,023	3,133	3,630
Head Volleyball	2,000	2,097	2,199	2,309	2,696
Head Wrestling	3,650	3,827	4,013	4,123	4,729
Asst Basketball	2,850	2,988	3,133	3,243	3,740
Asst Football	3,200	3,355	3,518	3,628	4,180
Asst Soccer	1,900	1,992	2,089	2,199	2,696
Asst Swimming	1,900	1,992	2,089	2,199	2,696
Asst Track	1,550	1,625	1,704	1,759	2,091
Asst Wrestling	2,850	2,988	3,133	3,243	3,740
JV Head Baseball	2,561	2,685	2,815	2,917	3,385
JV Head Basketball	2,273	2,383	2,499	2,561	2,925
JV Head Cheerleading	1,028	1,078	1,130	1,163	1,451
JV Head Football	3,250	3,408	3,573	3,628	4,180
JV Head Soccer	1,570	1,646	1,726	1,777	2,116
JV Head Softball	2,561	2,685	2,815	2,917	3,385
JV Head Volleyball	1,330	1,395	1,462	1,506	1,827
JV Asst Football	2,800	2,936	3,078	3,188	3,795
Freshman Head Baseball	2,100	2,202	2,309	2,364	2,696
Freshman Head Basketball	2,273	2,383	2,499	2,561	2,925
Freshman Head Football	2,600	2,726	2,858	2,968	3,465
Freshman Asst -Football	2,200	2,307	2,419	2,474	2,806
Faculty Manager	4,406	4,620	4,844	4,988	5,657
MIDDLE SCHOOLs:					
Head Basketball	2,215	2,322	2,435	2,508	2,928
Head Cheerleading/Pep	911	955	1,002	1,033	1,305
Head Football	2,460	2,579	2,704	2,787	3,235
Head Track	1,639	1,718	1,802	1,859	2,213
Head Volleyball	1,639	1,718	1,802	1,859	2,213
Head Wrestling	2,440	2,558	2,682	2,749	3,118
Asst Football	1,639	1,718	1,802	1,859	2,213

*All 5.64.11
1639*

Coaching Salary Schedule
2002 - 2003 Salary Schedule

Coach	Step				
	1	2	3	4	5
HIGH SCHOOL:					
Head Baseball	3,350	3,512	3,683	3,861	4,498
Head Basketball	3,650	3,827	4,013	4,207	4,959
Head Bowling	1,250	1,311	1,374	1,441	1,847
Head Cheerleading Varisity	2,000	2,097	2,199	2,305	2,826
Head Cross Country	1,600	1,678	1,759	1,844	2,250
Head Football	4,350	4,561	4,782	5,014	5,650
Head Golf	1,550	1,625	1,704	1,787	2,192
Head Gymnastics	2,550	2,674	2,803	2,939	3,576
Head Indoor Track	2,000	2,097	2,199	2,305	2,826
Head Soccer	2,550	2,674	2,803	2,939	3,576
Head Softball	3,350	3,512	3,683	3,861	4,498
Head Swimming	2,550	2,674	2,803	2,939	3,576
Head Tennis	2,550	2,674	2,803	2,939	3,576
Head Track	2,750	2,883	3,023	3,170	3,806
Head Volleyball	2,000	2,097	2,199	2,305	2,826
Head Wrestling	3,650	3,827	4,013	4,207	4,959
Asst Basketball	2,850	2,988	3,133	3,285	3,921
Asst Football	3,200	3,355	3,518	3,689	4,382
Asst Soccer	1,900	1,992	2,089	2,190	2,826
Asst Swimmng	1,900	1,992	2,089	2,190	2,826
Asst Track	1,550	1,625	1,704	1,787	2,192
Asst Wrestling	2,850	2,988	3,133	3,285	3,921
JV Head Baseball	2,561	2,685	2,815	2,952	3,549
JV Head Basketball	2,273	2,383	2,499	2,620	3,067
JV Head Cheerleading	1,028	1,078	1,130	1,185	1,522
JV Head Football	3,250	3,408	3,573	3,746	4,382
JV Head Soccer	1,570	1,646	1,726	1,810	2,219
JV Head Softball	2,561	2,685	2,815	2,952	3,549
JV Head Volleyball	1,330	1,395	1,462	1,533	1,916
JV Asst Football	2,800	2,936	3,078	3,227	3,979
Freshman Head Baseball	2,100	2,202	2,309	2,421	2,826
Freshman Head Basketball	2,273	2,383	2,499	2,620	3,067
Freshman Head Football	2,600	2,726	2,858	2,997	3,633
Freshman Asst -Football	2,200	2,307	2,419	2,536	2,942
Faculty Manager	4,406	4,620	4,844	5,079	5,932
MIDDLE SCHOOL s:					
Head Basketball	2,215	2,322	2,435	2,553	3,070
Head Cheerleading/Pep	911	955	1,002	1,050	1,368
Head Football	2,460	2,579	2,704	2,836	3,392
Head Track	1,639	1,718	1,802	1,889	2,320
Head Volleyball	1,639	1,718	1,802	1,889	2,320
Head Wrestling	2,440	2,558	2,682	2,813	3,269
Asst Football	1,639	1,718	1,802	1,889	2,320

Appendix F
 Extracurricular Salary Schedule
 2000 - 2001 Salary Schedule

Position	1	2	Step 3	4	5
MARCHING BAND:					
Director	4,482	4,699	4,844	4,989	5,326
Assistant Director	3,445	3,612	3,723	3,833	4,093
Marching Band Assistant	1,392	1,460	1,504	1,553	1,681
Color Guard Instructor	594	623	644	660	718
HIGH SCHOOL:					
Academic Quiz Team	778				
All School Musical					
Director	2,708				
Music Director	1,944				
Chorus Director	1,944				
Art Club	388				
Aspira Club	388				
Chess Club	499				
Color Guard-9th Grade	381				
Director-Spring Play	1,661				
Drill Team-9th Grade	381				
Environmental Awareness Club	478				
French Club	499				
Freshman Class Advisor	778				
Future Business Leaders	499				
German Club	499				
Hockey	3,030				
Honor Society	1,579				
International Relations Club	499				
Jazz Band	499				
Jazz Men	499				
Journalism Club	1,579				
Junior Class Advisor	1,001				
Key Club	499				
Latin Club	499				
Madrigal Singers	701				
Men of Tomorrow	499				
Mock Trial	1,001				
SADD	509				
Senior Class Advisor	1,498				
Ski Club	499				
Sophomore Class Advisor	778				
Spanish Club	499				
Script	499				
Stage Club	2,078				
Student Organization	558				
Synchronized Swimming	1,045				
Vegetarian Club	388				
Winter Club	1,943				
Year Book	3,327				
MIDDLE SCHOOL's:					
Academic Club	388				
Academic Quiz Team	71				
Art	388				
Audio Visual	558				
Broadcast/Communication Club	558				
Chess Club	388				
Color Guard	381				
Combined Orchestra	499				
Computer Club	388				
Drama	558				
Drill Team	279				
Environmental Club	417				
Foreign Language Club	388				
National Honor Society	478				
Newspaper	478				
Photography	388				
Pizzazz	499				
Red Cross	71				
Science	417				
Sewing	388				
Ski Club	222				
Spring Musical	558				
Student Council	1,001				
Tech Club	388				
Treasurer	1,196				
Weightlifting	648				
Year Book	1,001				
ELEMENTARY SCHOOL's:					
Ski Club	222				

5-2-8

Extracurricular Salary Schedule
2001 - 2002 Salary Schedule

Position	1	2	3	4	5
MARCHING BAND:					
Director	4,482	4,699	4,927	5,079	5,585
Assistant Director	3,445	3,612	3,787	3,904	4,292
Marching Band Assistant	1,392	1,460	1,530	1,576	1,762
Color Guard Instructor	594	623	653	675	753
HIGH SCHOOL:					
Academic Outz Team	816				
All School Musical					
Director	2,840				
Music Director	2,038				
Chorus Director	2,038				
Art Club	407				
Aspira Club	407				
Chess Club	523				
Color Guard-9th Grade	399				
Director-Spring Play	1,741				
Drill Team-9th Grade	399				
Environmental Awareness Club	501				
French Club	523				
Freshman Class Advisor	816				
Future Business Leaders	523				
German Club	523				
Hockey	3,177				
Honor Society	1,656				
International Relations Club	523				
Jazz Band	523				
Jazz Men	523				
Journalism Club	1,656				
Junior Class Advisor	1,050				
Key Club	523				
Latin Club	523				
Madrigal Singers	735				
Men of Tomorrow	523				
Mock Trial	1,050				
SADD	533				
Senior Class Advisor	1,571				
Skj Club	523				
Sophomore Class Advisor	816				
Spanish Club	523				
Sript	523				
Stage Club	2,179				
Student Organization	583				
Synchronized Swimming	1,096				
Vegetarian Club	407				
Winter Club	2,037				
Year Book	3,488				
MIDDLE SCHOOL s:					
Academic Club	407				
Academic Outz Team	75				
Art	407				
Audio Visual	583				
Broadcast/Communication Club	583				
Chess Club	407				
Color Guard	399				
Combined Orchestra	523				
Computer Club	407				
Drama	583				
Drill Team	292				
Environmental Club	438				
Foreign Language Club	407				
National Honor Society	501				
Newspaper	501				
Photography	407				
Pizzazz	523				
Red Cross	75				
Science	438				
Sewing	407				
Skj Club	233				
Spring Musical	583				
Student Council	1,050				
Tech Club	407				
Treasurer	1,254				
Weightlifting	679				
Year Book	1,050				
ELEMENTARY SCHOOL s:					
Skj Club	233				

12392

41235

Script

13618
x3
40,857

95882

x6 = 1398

Extracurricular Salary Schedule
2002 - 2003 Salary Schedule

Position	1	2	Step 3	4	5
MARCHING BAND:					
Director	4,482	4,699	4,927	5,166	5,856
Assistant Director	3,445	3,612	3,787	3,971	4,500
Marching Band Assistant	1,392	1,460	1,530	1,605	1,848
Color Guard Instructor	594	623	653	685	790
HIGH SCHOOL:					
Academic Outz Team	855				
All School Musical					
Director	2,977				
Music Director	2,137				
Chorus Director	2,137				
Art Club	426				
Aspira Club	426				
Chess Club	549				
Color Guard-9th Grade	418				
Director-Spring Play	1,826				
Drill Team-9th Grade	418				
Environmental Awareness Club	526				
French Club	549				
Freshman Class Advisor	855				
Future Business Leaders	549				
German Club	549				
Hockey	3,331				
Honor Society	1,738				
International Relations Club	549				
Jazz Band	549				
Jazz Men	549				
Journalism Club	1,738				
Junior Class Advisor	1,101				
Key Club	549				
Latin Club	549				
Madrigal Singers	771				
Men of Tomorrow	549				
Mock Trial	1,101				
SADD	559				
Senior Class Advisor	1,647				
SkI Club	549				
Sophomore Class Advisor	855				
Spanish Club	549				
Sript	549				
Stage Club	2,285				
Student Organization	611				
Synchronized Swimming	1,149				
Vegetarian Club	426				
Winter Club	2,138				
Year Book	3,657				
MIDDLE SCHOOL s:					
Academic Club	426				
Academic Outz Team	78				
Art	426				
Audio Visual	611				
Broadcast/Communication Club	611				
Chess Club	426				
Color Guard	418				
Combined Orchestra	549				
Computer Club	426				
Drama	611				
Drill Team	307				
Environmental Club	459				
Foreign Language Club	426				
National Honor Society	526				
Newspaper	526				
Photography	426				
Pizzazz	549				
Red Cross	78				
Science	459				
Sewing	426				
SkI Club	244				
Spring Musical	611				
Student Council	1,101				
Tech Club	426				
Treasurer	1,315				
Weightlifting	712				
Year Book	1,101				
ELEMENTARY SCHOOL s:					
SkI Club	244				

APPENDIX G

MIDDLE SCHOOL SCHEDULE

Premise:

8 period day. 44 minute periods

Team:

5 instructional blocks, 1 supervisor block, 1 team planning block, 1 individual planning block.
Retention of 20 Alpha block for the whole school for planning.

Supervisory block will provide team opportunity and responsibility to provide "extra help and assistance" such as remediation, enrichment, guided study time, student advisement. Any evolution of student advisement will be preceded by appropriate staff development.

Determination of time allocation and procedure for student movement from class to class will be made by each building.

Teams will be provided with 6 flexible blocks of time (5 classes, plus supervisory) and will have control and flexibility of how they wish to schedule course work within that time.

Unified Arts:

Course offerings will expand from 3 (Art, Technology, Home & Careers) to 5 (Art, Technology, Home & Careers, Computer Technology, Study Skills). See language in Section 11.8 for specifics on limitations.

Courses in these areas will meet daily 10 consecutive weeks (1/4 of the school year).

Students will be scheduled into 4 of the 5 offerings each. Each student during his middle school years will have each course at least 3 times, some 4 times. This meets or exceeds Regents Action Plan requirements for Art, Home and Careers, Technology, and provides additional opportunity for study skills and computer instruction.

Unified Arts Teachers will have a minimum of two planning periods per day. Depending on the size of the student population in the building they may have additional periods free some quarters.

Appendix H

Job Description of Department Chairperson

The Department Chairperson shall perform the following broad functions:

- 1) Serve as a liaison between the department and the District.
- 2) Provide resources to members of the department (supplies, materials, texts, budget prep., etc.)
- 3) Advance the curriculum of the department.
- 4) Nurture instruction within the department.
- 5) Assist with scheduling of department members.
- 6) Meet with department members on a regular basis.
- 7) Perform other related duties as deemed necessary by the Superintendent.
- 8) Department chairpersons shall not participate in any formal evaluations for unit members.

October 1994.

FORMS

Application for Leave of Absence

Conference Request and Conference Reimbursement Form

Dues Deduction Payroll Authorization

Grievance Form

Personal Day Form

Professional Credit Course Application

Sick Leave Bank Form

Summer School Application

**JAMESTOWN PUBLIC SCHOOLS
APPLICATION FOR LEAVE OF ABSENCE
FOR ILLNESS OR INJURY REASONS**

Application must be accompanied by a physician's statement indicating the probable duration of the disability.

Name _____ Date of application _____

School _____ Position _____

Expected dates of absence (total time): From _____ to _____

Do you wish to use your accumulated sick leave? Yes No
From _____ to _____

Sick Leave may be utilized only during your period of disability as indicated by the physician on the physician's statement.

If this leave is related to a pregnancy, do you also wish to apply for an unpaid child-rearing leave? Yes No

If yes, specify the approximate dates: From _____ to _____

Do you wish to continue your insurance in accordance with what you are now carrying?
 Yes.....If yes, contact the Human Resource Office for details.
 No.....If you drop your coverage, you MUST re-enroll when you return from leave.

Signature

Date

Principal's Signature

Date

Request Form for Conferences, Meetings, Workshops, Seminars, etc.

Revised 3/2001

Instructions

- 1) To request attendance at a conference, workshop, meeting, or etc. other than a district staff development program, or school improvement team meeting, complete this form, with necessary signatures (in the order in which they are listed) with the final request for approval from your governing Director. This must be done at least two weeks prior to the event.
- 2) Your form will be processed and a copy returned to you. You are responsible for making arrangements for a substitute teacher, if necessary.
- 3) When you return from the activity, complete the reverse side of this form to claim allowable reimbursement. Be sure receipts for all claims are attached. It is to be signed by your supervisor and sent by you to the Accounts Payable Office within 30 school days of your return from the activity.
- 4) Please be sure your form is complete, accurate, and timely to avoid processing delays or non-approval.

Section I. Employee Request

1. a. Name _____ b. Today's Date _____
c. Job Assignment (title, grade, subject, school, etc) _____
d. Conference Title _____
e. Sponsoring Organization _____
f. Conference Location _____ g. Inclusive Dates _____
2. Funding Requested (check one)
 Conference Money Fund
 District Reimbursement (per policy)
 Other Source _____
 No funding requested
3. Estimated Costs
a. Conference: \$ _____ b. Travel: \$ _____ Mode of Travel _____
c. Lodging: \$ _____ d. Meals: \$ _____ e. Other \$ _____ (for: _____)
f. Total estimated reimbursement requested \$ _____
4. Reason for Attendance _____
5. Substitute Needed? NO YES....Date, time, place for sub to report: _____
6. Employee's signature: _____

Section II Review/Approval

1. Initial Reimbursement \$ _____and/or.....Pool \$ _____
2. Conference Money Chairperson _____ Date: _____ Comments: _____
3. Supervisor signature _____ Date: _____ Comments: _____
4. Principal signature _____ Date: _____ Comments: _____
5. Director signature _____ Approved Not Approved Date: _____

Comments _____

Conference Expense Reimbursement Form

1. Employee's Name _____ Today's Date _____
Employee's Address _____
City _____ State and Zip _____

2. Name of Activity _____ Location of Activity _____
Date(s) of Activity _____

3. Auto mileage for activity _____ at \$0.26 per mile = \$ _____ mileage reimbursement

4. You MUST attach receipts for all other allowable expenses:

Expense Totals for Activity:

Meals	\$ _____	Lodging	\$ _____
Parking	\$ _____	Registration	\$ _____
Tolls	\$ _____	Transportation	\$ _____
Other	\$ _____	(other than auto)	

NOTE: Expenses for recreation, entertainment, alcoholic beverages, and sales tax for lodging do NOT qualify for reimbursement.

5. Grand Total of Claim \$ _____

6. Employee's Signature _____

7. Supervisor's Signature _____

Budget Account Number (if applicable): _____

Office Use Only:

Vendor # _____

JAMESTOWN PUBLIC SCHOOLS - DUES DEDUCTION PAYROLL AUTHORIZATION

Soc. Sec. # _____ Building _____

Last Name _____ First _____ Initial _____

Address _____

Organization: _____ JTA/NEA-NY/NEA/CCTA _____

I hereby authorize the Board of Education to deduct from my salary payment for membership dues of the Association(s) and to make any adjustment necessary for the purpose of payment of dues in the amount certified by the Association for the school year and for succeeding school years. I understand that the board of Education will discontinue such deductions for any school year only if I notify the Board and the Association in writing to do so no later than July 15 of each year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the board and all of its officers from any liability whatsoever. I revoke all instruments, if any, heretofore made by me for any of the purposes herein set forth. This instrument shall remain in full force and continuous force and effect while I am employed in the said school District or until revoked by written notice signed by me.

Member signature _____ Date _____

JAMESTOWN TEACHERS ASSOCIATION GRIEVANCE FORM

NOTE: It is desirable that matters of misunderstanding be adjusted informally. When a formal written grievance is necessary, this form will be used under the provisions of Section 3 of the Agreement between the Board of Education and the Jamestown Teachers Association.

Name of Grievant (please print)

Date

Page and section to which the aggrieved is contending to be violated _____

Nature of grievance _____

Settlement desired _____

Grievant's Signature

Date

Immediate supervisor's position on the grievance at Stage One: _____

To the best of my knowledge, all parties involved have been notified of the existence of the grievance.

Grievance Chairperson's Signature

Date



JAMESTOWN TEACHERS' ASSOCIATION
JAMESTOWN PUBLIC SCHOOLS

Personal Day Form

According to the rules and regulations established, I will be utilizing the following personal day(s): _____ (dates).

(Signature)

(Date)

(Position)

(Location)

(Principal/Supervisor's Signature)

(Date)

**Please forward to Bookkeeping Office,
Administration Building, upon receipt.
(DO NOT HOLD TO FORWARD WITH PAYROLL.)**

Revised: August 1997

Application for Professional Credit Course

Complete in DUPLICATE (one copy stays in HR and the other copy gets sent back to you as confirmation) and send BOTH copies to the Human Resources Office

Application MUST be approved prior to taking courses and credits will be given only upon completion of the course(s) and the submission of a transcript/grade report. Movement on the salary schedule will be completed only after meeting all requirements.

PRINT NAME _____ BUILDING _____

Department _____ Date _____

Current Certification Area _____ Provisional Permanent

Degree(s) Held Bachelor Masters Ph.D. Other _____

Course work is being applied toward:

Certification in _____ Degree in _____

****ALL COURSE WORK AND DEGREE WORK SHALL BE GRADUATE LEVEL COURSES FROM AN ACCREDITED COLLEGE OFFERING APPROVED AND REGISTERED PROGRAMS****

CREDIT COURSE(S): _____ Institution/College _____

Course(s) to be taken in 200__: (circle one) Fall Spring Summer #1 Summer #2

COURSE TITLE	COURSE NUMBER(S)	CREDITS

Subject to meeting all requirements, I request these credits to be used for Step and/or Level advancement from _____ to _____.

Signature _____ Date _____

To be completed by Superintendent or Designee:

____ Approved
 ____ Denied - _____

Signature _____ Date _____

Approval does not indicate that the course(s) are being approved for teacher certification or Masters' Degree

SICK LEAVE BANK FORM JAMESTOWN TEACHERS ASSOCIATION

Refer to Article 9.12 - Sick Leave Bank, page 14, of the current contract between Jamestown Teachers Association and Jamestown Board of Education.

I, _____, request the use of _____ days, to be withdrawn from the Sick Leave Bank. To the best of my knowledge my accumulated Sick Leave Days have been exhausted, and I testify that the use of the Sick Leave Bank is for personal illness only. It is my intention to repay the Sick Leave Bank as soon as available—these days to be deducted from my allotted sick leave days as stipulated by the current contract agreement.

Applicant's Signature

Date

NOTE: Before the start of the use of this sick leave program, an attending physician will certify that the individual is unable to perform duties normally associated with his/her employment.

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
_____ Superintendent's Signature	_____ Date

DISTRICT OFFICES
200 East Fourth Street
Jamestown, New York 14701



OFFICE OF HUMAN RESOURCES
716-483-4318
716-483-4419
FAX 716-483-4281

JAMESTOWN PUBLIC SCHOOLS

Summer School Application

PRINT NAME: _____ DATE: _____

SCHOOL: _____ HOME PHONE: _____

ADDRESS: _____

POSITION(S) APPLYING FOR: _____



Teaching Certificate Held: _____

For what grades and/or subjects: _____

Have you been employed in the Summer School program previous to this date? YES NO

If YES, please complete the following:

YEAR(S) EMPLOYED	SUBJECT(S) TAUGHT

 Applications must be submitted to the Human Resources Office by ****April 1**** 

SIGNATURE: _____

**** ALL APPOINTMENTS TO SUMMER SCHOOL POSITIONS ARE TENTATIVE ****

Section Index

Academic Freedom, Responsibilities (4.2).....	9
Add Ons (17.26).....	33
Administration - Definition (1.13).....	1
Advancement Through Teacher's Salary Schedule (17.2).....	33
After School Meetings - Notice (12.71).....	27
After School Meetings (12.7).....	27
Agreement Amendment (1.46).....	4
Agreement Constitutes Board Policy (1.43).....	3
Announcement of Vacancies (8.41).....	13
Application for Professional Credit Course.....	62
Appointments and Assignments (8.2).....	12
Arbitration.(3.8).....	7
Assignment of Teaching Faculty (8.1).....	12
Assignment of Teaching Faculty - Notice (8.11).....	12
Assignment of Teaching Faculty - Adjustments (8.12).....	12
Assignment and Transfers (8).....	12
Association Duties (2.14).....	5
Association Rights (1.3).....	2
Association Days (9.33).....	16
Association President - Definition (1.13).....	1
Association Use of Interschool Mail and Mail Boxes (1.33)	3
Association Office (1.34).....	3
Association Meetings (2.11).....	4
Association's Use of Buildings (1.31).....	2
Availability of Budgetary and Financial Information (1.52)	4
Basic Sick Leave Plan (9.11).....	15
Building Evacuations (13.4).....	28
Building Representatives - Definition (1.13).....	1
Certification of Dues (1.22).....	2
Certified Personnel (7.12).....	11
Changes in Curriculum or Materials (2.33).....	6
Child Rearing Leave - Application (10.41).....	18
Child Rearing Leave - Substituting (10.43).....	18
Child Rearing Leave - Benefits (10.42).....	18
Child Rearing Leave - Insurance (10.44).....	18
Child Rearing Leave - Adoption (10.41).....	18
Child Rearing Leave (10.4).....	18
Class Size, Middle and High Schools (11.2).....	21
Class Size, K-4 (11.1).....	20
Class Size, Exceptions, Applicable to grades 5-12 (11.23)	21
Class Size - Limits (11.21).....	21
Classroom Capacities Not to be Exceeded (11.3).....	21
Classroom and School Building Facilities (6.2).....	10
Clerical Duties (12.91).....	27
Coaching Salaries 2000-2001.....	47
Coaching Salaries 2001-2002.....	48
Coaching Salaries 2002-2003.....	49
Commencement (12.27).....	25
Conference Request Form.....	57
Conference Money Chairperson (4.13).....	8
Copies of Board Agenda and Minutes (1.37).....	3
Copies of Agreement (1.41).....	3
Copies of Board Policies and Rules (1.38).....	3
Course and Step Movement (17.24).....	33
Course Work (17.22).....	33

Section Index

Curriculum and Instructional Development (2.31).....	5
Curriculum and Instructional Development (17.10).....	36
Curriculum Development (2.3).....	5
Day Limit (12.21).....	24
Definitions (1.13).....	1
Department Meetings (12.72).....	27
Differentials - Department Chairpeople (17.54).....	34
Differentials - Special Education, Speech, Reading (17.51)	34
Differentials - Guidance Counselor (17.52).....	34
Differentials - School Psychologists (17.56).....	34
Differentials (17.5).....	34
Disruptive Pupils (14.3).....	30
Disruptive Pupils - Report and Referral (14.32).....	30
Disruptive Pupils - Pre-Assignment Conference (14.31)....	30
Doctor's Certificate (9.15).....	16
Dues Deduction (1.2).....	2
Dues Deduction (Payroll Authorization)	59
Dues Deduction Process (1.23).....	2
Duration and Continuation (1.45).....	4
Education and Experience (7.42).....	11
Elementary - Definition (1.13).....	1
Enumeration of Specialists (11.5).....	22
Evaluation - Open Observation (15.14).....	31
Evaluation - Review (15.12).....	31
Evaluation - Procedure (15.1).....	31
Evaluation - Response (15.13).....	31
Evaluation - Purpose (15.11).....	31
Evaluation (15).....	31
Evening Assignments (12.73).....	27
Existing Salary Differential Guaranteed (17.53).....	34
Expenses of Professional Workshops and Conferences (4.1).	8
Extended Leaves of Absence (10.).....	17
Extended Sick Leave (9.14).....	16
Extra Coverage - Compensation (9.54).....	17
Extra Coverage (9.53).....	17
Extra Classroom Activities (12.8).....	27
Extra Curricular Activities Schedule 2000-01 (Appendix F)	50
Extra Curricular Activities Salaries 2001-02 (Appendix F)	51
Extra Curricular Activities Salaries 2002-03 (Appendix F)	52
Extra-Classroom Duty Pay (17.6).....	34
Extra-Classroom - First Preference (17.62).....	35
Extra-Classroom - Compensation (17.61).....	34
Faculty Bulletin Boards for Association Use (1.32).....	2
Fair Share (1.21).....	2
Fair Dismissal (15.4).....	32
Final Week - Elementary Teachers (12.3).....	25
Final Week - Middle School Teachers (12.3).....	25
Final Week (12.25).....	25
First Student Day - Elementary (12.28).....	25
Formative Evaluation Instrument..... In TOE agreement	
Forms (1.47).....	4
Grade Level Meetings (11.64).....	22
Grade-level Organization - Definition (1.13).....	1
Grievance Procedure - Stage 1 (3.2).....	6
Grievance Procedure (3.).....	6
Grievance Procedure - Definition (3.1).....	6
Grievance Procedure - Stage 3 (3.4).....	6
Grievance Procedure - Election of Forum (3.7).....	7

Section Index

Grievance Procedure - Stage 2 (3.3).....	6
Grievance Procedure - Mediation (3.6).....	7
Grievance Procedure - Stage 4 (3.5).....	6
Grievance Form.....	60
Grievance - Time Limits (3.9).....	7
Harassment, Assault and Battery - Investigation (13.15)..	28
Harassment, Assault and Battery - Written Report (13.12)..	28
Harassment, Assault and Battery (H.A.B.) (13.1).....	28
Harassment, Assault and Battery - Legal Options (13.13)..	28
Harassment, Assault and Battery - Information (13.14)....	28
Health Professionals' Salaries (Appendix B).....	44, 45
Health Professionals - Definition (1.13).....	1
High School - Definition (1.13).....	1
Home Teaching Schedule (17.8).....	35
Hourly Rate Schedule (Appendix D).....	46
Hours, Days and Duties (12.).....	24
Hours, Days and Duties - Counselors (12.26).....	25
In-Service Days (12.23).....	24
Individual Freedom (4.3).....	9
Initial Placement (7.41).....	11
Innovation and Experimentation (2.32).....	5
Insurance and Annuities (18.).....	36
Insurance Agreement (18.1).....	36
Insurance Against Prosecutions (13.2).....	28
Involuntary Transfers and Reassignments (8.43).....	13
Leave of Absence Form (Illness or Injury).....	56
Leave of Absence/Professional Association Officers (10.1)	17
Leaves of Absence (9.).....	15
Legal Days (9.34).....	16
Liaison Committee - Composition of (2.22).....	5
Liaison Committee - Special Meetings (2.23).....	5
Longevity Award.....	46
Lunch Period (12.5).....	26
Maintenance of Credit (7.45).....	12
Management Rights (1.44).....	4
Meetings (2.11).....	4
Members of Unit (1.12).....	1
Mentor-Teacher (21.1).....	39
Middle School - Definition (1.13).....	1
Military Credit (7.43).....	11
Military Leaves (10.3).....	18
Military Days (9.35).....	16
Minimum Duty-Free Period (11.63).....	22
Miscellaneous (1.4).....	3
Music Teacher Schedule and Overload Pay (11.9).....	23
Names of All New Staff Members (7.2).....	11
Nature of Terms (1.11).....	1
Negotiating Unit - Definition (1.13).....	1
Negotiation Procedures (1.5).....	4
New Teacher (7.11).....	11
New Teacher - Assignment (7.13).....	11
No Reprisals (1.24).....	2
Non-Professional Duties Eliminated (12.9).....	27
Non-Professional Assignments (12.6).....	26
Obtaining Substitutes - Teacher Notice to District (9.51)	17
Obtaining Substitutes (9.52).....	17
Orientation Days (12.22).....	24
Orientation of Staff (7.3).....	11

Section Index

Parent Conferences (12.24).....	24
Parent Cooperation in Discipline (14.5).....	30
Parent-Student Complaints (16.5).....	32
Participation During School Day (3.11).....	8
Pay Periods (17.4).....	34
Paychecks (17.3).....	34
Payroll Deduction for Group-Life Insurance (18.2).....	38
Peace Corps, Exchange Teacher, and Similar Leaves (10.2).....	18
Personal Day Form.....	61
Personal Days (9.4).....	17
Personal Days - Accumulation (9.41).....	17
Personal Days - Allowance (9.41).....	17
Personal Days - Emergency (9.44).....	17
Personal Days - Request (9.42).....	17
Personal Days - Restrictions (9.43).....	17
Personal Days - Waiver (9.43).....	17
Personal Leave Without Pay (10.7).....	20
Petty Cash Fund (5.3).....	10
Positions (8.3).....	13
Preparation and Subject Areas in Secondary (11.7).....	23
Preparation Limits (11.71).....	23
Preparation Time in K-4 Education (11.6).....	22
Prior Service Credit - Health Professionals (7.48).....	12
Prior Service Credit (7.4).....	11
Probationary Status Extended (9.2).....	16
Probationary Status - Dismissal/Denial of Tenure (15.21).....	31
Probationary Status (15.2).....	31
Probationary Status - Health Professionals (15.22).....	31
Proctoring Special Examinations (17.9).....	35
Professional Responsibilities - Middle School (12.31).....	25
Professional Development (4.).....	8
Professional Responsibilities - Limitations (12.32).....	26
Professional Responsibilities - High School (12.31).....	25
Professional Workshops and Conferences - Budget (4.11).....	8
Professional Workshops/Conferences-Dept. Apportion (4.14).....	9
Professional Workshops & Conferences-Reimbursement (4.15).....	9
Professional Advancement Approval (17.23).....	33
Professional Workshops & Conferences - Apportionment(4.12).....	8
Professional Responsibilities (12.31).....	25
Public Leave of Absence (10.5).....	18
Purpose, Agenda & Meetings - Liaison Committee (2.21).....	5
Re-Employment of Teachers (7.47).....	12
Reasons and Hearing (third year teachers) (15.42).....	32
Recall (7.46).....	12
Recognition (1.1).....	1
Recourse (non-probationary teacher dismissal) 15.43).....	32
Registers (12.11).....	27
Related Work (7.44).....	12
Release Time for Association President (1.35).....	3
Released Time - Arbitration (3.10).....	8
Religious Days (9.31).....	16
Reporting Harassment, Assault and Battery (13.11).....	28
Resumption of Benefits After Leave (10.8).....	20
Rights & Probationary Service/Transferred Teachers (8.44).....	14
Sabbatical Salary (10.65).....	20
Sabbatical Leaves - Application (10.64).....	19
Sabbatical Leaves - Number (10.63).....	19
Sabbatical Leaves - Disability (10.66).....	20

Section Index

Sabbatical Leaves - Employment Status (10.67).....	20
Sabbatical Leaves (10.6).....	19
Sabbatical Leaves - Commitment (10.68).....	20
Sabbatical Leaves - Purpose (10.62).....	19
Sabbatical Leaves - Eligibility (10.61).....	19
Salary of Temporary Appointments (17.11).....	36
Salary Schedule - 2000-2001 (Appendix A).....	41
Salary Schedule - 2001-2002 (Appendix A).....	42
Salary Schedule - 2002-2003 (Appendix A).....	43
Salary (17.).....	33
Save Harmless (13.3).....	28
Saving Clause (1.42).....	3
Schedule of Probationary Teachers (15.41).....	32
Schedules for Special Services (17.7).....	35
Scheduling (11.72).....	23
School Closings - Make-up Time (12.44).....	26
School Closings - Personnel Procedures (12.43).....	26
School Building Facilities (6.).....	10
School Calendar (12.1).....	24
School Closings - Responsibilities of Employees (12.42).....	26
School Building - Repairs (6.1).....	10
School Year (12.2).....	24
School Closings Because of Weather or Emergency (12.4).....	26
Scoring (12.92).....	27
Section 125 Plan (18.11).....	37
Seniority - Definition (7.51).....	12
Seniority List (7.52).....	12
Seniority (7.5).....	12
Shared Decision Making (20.).....	39
Short Terms of Absence (9.3).....	16
Sick Leave (9.1).....	15
Sick Leave Bank Form.....	63
Sick Leave Bank (9.12).....	15
Special Teacher Time (11.61).....	22
Specialists and Special Programs - Art (11.41).....	22
Specialists and Special Programs - Library (11.44).....	22
Specialists and Special Programs - Music (11.42).....	22
Specialists and Special Programs-Physical Education (11.43).....	22
Specialists and Special Programs (11.4).....	22
Step Movement (17.21).....	33
Student Discipline - Necessary Measures (14.11).....	29
Student Discipline (14.).....	29
Student Discipline - Disciplinary Direction (14.2).....	29
Student Load Limits (11.24).....	21
Subject Areas (and Preparation) in Secondary (11.7).....	23
Summer and Evening Schools - Appointment (8.61).....	14
Summer and Evening Schools (8.6).....	14
Summer and Evening Schools - Application (8.62).....	14
Summer School Application.....	64
Summer and Evening Schools - Tentative Status (8.63).....	15
Superintendent - Definition (1.13).....	1
Supplemental Life Insurance (18.12).....	38
Supplemental Sick Leave (9.13).....	38
Supplies and Equipment - Distribution of (5.22).....	10
Supplies and Materials (5.).....	9
Supplies and Materials - Annual Requests (5.1).....	9
Supplies (5.2).....	10
Suspension of Pupils - Teacher Recommendation (14.41).....	30

Section Index

Suspension of Pupils - Reinstatement Conference (14.42) ..	30
Suspension of Pupils (14.4)	30
Tax Sheltered Annuity Program (18.3)	38
Teacher Personnel File - Anonymous Materials (16.3)	32
Teacher Personnel File-Response Derogatory Materials (16.4)	32
Teacher Recruitment (7.1)	11
Teacher Transfer (8.4)	13
Teacher Presence Not Required (11.62)	22
Teacher Employment (7.)	11
Teacher Personnel File, Review of (16.1)	32
Teacher Personnel File - Obsolete Data (16.2)	32
Teacher Discipline (15.3)	31
Teacher Personnel File (16.)	32
Teacher Protection (13.)	28
Teacher-Administrative Liaison Committee (2.2)	5
Teacher-Administration Liaison (2.)	4
Teacher-Principal Liaison (2.1)	4
Teachers - Definition (1.13)	1
Teachers' Work Day (12.3)	25
Teaching Periods in Grades 5-12 (11.8)	23
Teaching Loads and Conditions (11.)	20
Terminal Leave Financing, Committee on (19.4)	39
Terminal Leave (19.)	38
Terminal Leave - Requirements to Receive Payment (19.1) ..	38
Terminal Leave Payment - Computing (19.2)	38
Time and Scope of Negotiations (1.51)	4
Time After Faculty Meetings (2.13)	5
Transportation of Pupils (12.10)	27
Traveling Teachers - Facilities (6.31)	11
Traveling Teachers (6.3)	11
Traveling Teachers - Travel Allowance 6.32)	11
Use of Equipment (1.36)	3
Vacancies, Filling of (8.45)	14
Visitation Days (9.32)	16
Voluntary Exchanges (8.5)	14
Voluntary Program Assignment (2.34)	6
Voluntary Transfers (8.42)	13
Voluntary Participation/Workshop/Training Sessions (17.12)	36

Subject Index

403b Plan	38	Classroom Facilities	10	Excluded titles	1
Academic Freedom	9	Clerical Duties	27	Exclusive Representative	1
Accredited Course Work	33	Closing of School	26	Excuse for absence	16
Activities, Extra Classroom	27	Coaching Assignments	35	Experimentation	5
Add Ons	33	Commencement	25	Extended Leaves	17
Additions to Salary	33	Compensation for Extra Coverage	17	Extended Probationary Period	16
Adjustment of Assignment	12	Complaints by Parent-Student	32	Extended Sick Leave	16
Administration	1	Composition of Liaison	5	Extra Classroom Activities	27
Admission to Sports Activities	37	Computing Terminal Leave	38	Extra Classroom Duty Pay	34
After School Meetings	27	Conference for Reinstatement	30	Extra Coverage	17
Agreement Constitutes Board Policy	3	Conference Money	8	Extra Curricular Assignments	35
Agreement Copies	3	Conference Money Chairperson	8	Facility Repairs	10
Amendment of agreement	4	Conference Reimbursement	9	Fair Share	2
Announcement of Vacancies	13	Conference Requests	9	Filling of Vacancies	14
Anonymous Materials	32	Conference with Parents	24	Final Week	25
Appointments, Temporary	36	Conference, Disruptive Pupils	30	Financial Information	4
Application for Child Rearing Leave	18	Continuation of agreement	4	First Day	25
Application for Sabbatical Leave	19	Contribution to Flex Plan	37	First Preference for Extra Duties	35
Application for Terminal Leave	38	Contributions for Medical Insurance	36	Flex Plan	37
Appointment	12	Copies of Agreement	3	Flexible Schedules	26
Appointment to Evening School	14	Counselors	25	Flexible Spending Plan	37
Appointment to Summer School	14	Course Movement	33	Forms	4
Approval of Professional Advancement	33	Course Work	33	Free Period	22
Arbitration	7	Credit for Prior Service	11	Freedom, Academic	9
Art Classes	22	Credit for Related Work	12	Freedom, Individual	9
Assault	28	Credit Maintenance	12	Grade Level Meetings	22
Assignment Adjustment	12	Curriculum Changes	6	Grade Level Organization	1
Assignment and Transfer	12	Curriculum Development	5	Grades 5-12, Teaching Periods	23
Assignment Notice	12	Curriculum Development	36	Graduate Courses	33
Assignment of Teachers	11	Curriculum Development Committee	5	Grievance Procedure	6
Assignment to Programs	6	Day Limit to School Year	24	Grievance Release Time	8
Assignments for Coaching	35	Decision Making, Shared	39	Grievance Time Limits	7
Assignments for Extra Curricular Activities	35	Deduction of Dues	2	Guidance Counselor Differential	34
Assignments, Evening	27	Definitions	1	Guidance Counselors	25
Assignments, Non-Professional	26	Denial of Tenure	31	Harassment	28
Association Days	16	Department Meetings	27	Health Insurance	36
Association Duties	5	Derogatory Materials	32	Health Insurance Buyout	37
Association Leave	17	Development, Professional	8	Health Insurance Eligibility	37
Association Meetings	5	Differential for Guidance Counselors	34	Health Insurance Options	36
Association Office	3	Differential Guarantee	34	Health Insurance Waiver	37
Association President	1	Differentials	34	Health Professional Tenure	31
Attendance Registers	27	Differentials for Chairpersons	34	Health Professionals	1
Battery	28	Differentials for Reading Teachers	34	Health Professionals	12
Behavior Problems	30	Differentials for School Psychologists	34	HMOs	36
Benefits after Leave	20	Differentials for Special Education	34	Home Teaching	35
Benefits for Long Term Substitutes	1	Differentials for Speech Teachers	34	Hours of Work	26
Benefits on Child Rearing Leave	18	Disciplinary Direction	29	Incident Investigation	28
Board Agenda Copies	3	Discipline of Students	29	Incident Reporting	28
Board Minutes Copies	3	Discipline of Teachers	31	Individual Freedom	9
Board Policies & Rules	3	Discipline, Parent Cooperation	30	Initial Placement	11
Bomb threat procedure	28	Dismissal	31	Innovation and Experimentation	5
Budgetary Information	4	Dismissal Challenge	32	Inservice Days	24
Building Evacuation	28	Dismissal of Third Year Teacher	32	Instructional Development	5
Building Representatives	1	Disruptive Pupils	30	Instructional Development	36
Building Search	28	Distribution of Supplies	10	Insurance against Prosecution	28
Buildings Use	2	Doctor's Excuse	16	Insurance, Medical	36
Bulletin Board Use	2	Driver Education Class Size	21	Insurance, Life	37
Buyout of Health Insurance	37	Dues Deduction	2	Interschool Mail	3
Calendar, School	24	Duration of agreement	4	Investigation of incidents	28
Calling in procedure	17	Duty Pay, Extra Classroom	34	Involuntary Transfer	13
Capacity, Classroom	21	Duty-Free Period	22	Job Posting	13
Certification of Dues	2	Election of Forum	7	Leave for Association Officers	17
Certified Personnel	11	Elementary First Day	25	Leave of Absence	15
Chairperson Differentials	34	Eligibility for Health Insurance	37	Leave without Pay	20
Challenge of Dismissal	32	Eligibility for Sabbatical Leave	19	Legal Days	16
Change in Employment Status	12	Emergency use of Personal Days	17	Legal Options/Action	28
Changes in Curriculum	6	Employment Status	12	Liability Insurance	28
Child Rearing Leave	18	Employment Status while on Sabbatical	20	Liaison Agenda	5
Class Size Exceptions	21	Equipment Use	3	Liaison Meetings	5
Class Size, Driver Education	21	Evacuation of Building	28	Library Classes	22
Class Size, High School	21	Evaluation of Teachers	31	Life Insurance	37
Class Size, K-4	20	Evening Assignments	27	Life Insurance, NEA	38
Class Size, Middle School	21	Evening School	14	Life Insurance, Supplemental	38
Class Size, Physical Limits	21	Examination Proctoring	35	Limits for Preparation	23
Classroom Capacities	21	Exchange Teacher	18	Limits to Work Day	26

Subject Index

Liaison Composition	5	Prior Service Credit	11	Staff Orientation	11
Liaison Purpose	5	Probationary Status	16	Standardized Testing	27
List by Seniority	12	Probationary Status	31	Step Movement	33
List of Teachers	11	Probationary Teacher Schedules	32	Student Discipline	29
Load Limits	21	Problems with Students	30	Student Load Limits	21
Long Term Substitute Benefits	1	Procedure for Bomb Threat	28	Substitutes	17
Long Term Substitute Salary	33	Proctoring Special Examinations	35	Substituting while on Leave	18
Long Term Substitutes	1	Professional Advancement	33	Summary Plan Document	37
Longevity Award	33	Professional Development	8	Summer Assignments	36
Lunch Period	26	Professional Development Days	24	Summer School	14
Mail Boxes	3	Professional Development Plan	9	Summer School Appointment	15
Maintenance of Credit	12	Professional Leave	18	Superintendent	1
Make-up Time	26	Professional Responsibilities	25	Supplemental Life Insurance	38
Management Rights	4	Prosecution Insurance	28	Supplemental Sick Leave	15
Materials and Supplies	9	Public Leave of Absence	18	Supplements to Salary	33
Mediation	7	Pupil Suspension	30	Supplies and Materials	9
Medical Insurance Agreement	36	Pupil Transportation	27	Supply Distribution	10
Medical Insurance Options	36	Reading Teacher Differentials	34	Supply Requests	9
Meetings	4	Recall	12	Suspension of Pupils	30
Meetings, After School	27	Recognition	1	Tax Sheltered Annuity	38
Meetings, Department	27	Recommendation for Suspension	30	Teacher Assignment	11
Meetings, Grade Level	22	Reemployment of Teachers	12	Teacher Discipline	31
Meetings, Special	5	Referral of Disruptive Pupils	30	Teacher Evaluation	31
Members	1	Registers	27	Teacher Exchange	14
Mentor Teacher	39	Reinstatement Conference	30	Teacher Lists	11
Military Credit	11	Release Time for Grievance	8	Teacher Mentor	39
Military Days	16	Release Time for President	3	Teacher Personnel File	32
Military Leave	18	Religious Days	16	Teacher Presence	22
Movement on Steps	33	Removal of Material from Personnel File	32	Teacher Protection	28
Music Classes	22	Repair of Facilities	10	Teacher Recruitment	11
Music Overload Pay	23	Reprisals	2	Teacher Reemployment	12
Music Teacher Schedule	23	Request for Personal Day	17	Teacher Salary	33
NEA Life Insurance	38	Requests for Supplies	9	Teacher-Administrative Liaison	5
Necessary Measures	29	Restraining Students	29	Teacher-Principal Liaison	4
Negotiating Unit	1	Restrictions on Personal Days	17	Teachers	1
Negotiations	4	Review of Personnel File	32	Teaching Loads	20
New Positions	12	Rights of Transferred Teachers	14	Teaching Periods	23
Non-Professional Assignments	26	Sabbatical Leave	19	Team Populations	21
Non-Professional Duties	27	Sabbatical Salary	20	Temporary Appointments	36
Notice of Assignment	12	Salary	33	Tentative appointment to Summer School	15
Notice to District	17	Salary Placement	11	Tenure Denial	31
Notification of Disruptive Pupils	30	Salary Supplements	33	Term Life Insurance	37
Number of Paychecks	34	Salary while on Sabbatical	20	Terminal Leave	38
Obsolete Data in Personnel File	32	Save Harmless	28	Termination of Probationary Teacher	31
Options for Health Insurance	36	Saving Clause	3	Third Year Teacher Dismissal	32
Orientation Days	24	Schedule Flexibility	26	Time after Faculty Meetings	5
Orientation of Staff	11	Schedule for Music Teachers	23	Time for Preparation	22
Overload Pay for Music	23	Schedule of Probationary Teachers	32	Time Limits for Grievance	7
Paid Leave	16	Schedules for Special Services	35	Total Work Day	26
Parent Conferences	24	Scheduling of Preparation	23	Training Session Participation	36
Parent Cooperation	30	School Calendar	24	Transfer and Assignment	12
Parent-Student Complaints	32	School Closings	26	Transferred Teacher Rights	14
Participation during School Day	8	School Day Participation	8	Transportation of Pupils	27
Participation in Training Sessions	36	School Facilities	10	Travel Allowance	11
Participation in Workshops	36	School Psychologist Differentials	34	Travelling Teachers	11
Pay Differentials	34	School Year	24	TSA	38
Pay during Vacations	34	Scoring	27	Unit members	1
Pay for Extra Classroom Duty	34	Search within Building	28	Unpaid Leave	20
Pay Periods	34	Section 125 Plan	37	Use of Buildings	2
Paychecks	34	Seniority	12	Use of Bulletin Boards	2
Payment in lieu of Health Insurance	37	Seniority List	12	Use of Equipment	3
Peace Corps	18	Shared Decision Making	39	Use of Interschool Mail	3
Periods of Teaching	23	Short Term Absence	16	Vacancy Announcement	13
Personal Allowance	17	Sick Leave	15	Vacancy Filling	14
Personal Days	17	Sick Leave Bank	15	Vacation Pay	34
Personnel File	32	Sick Leave Excuse	16	Visitation Days	16
Petty Cash	10	Sick Leave, Extended	16	Voluntary Exchanges	14
Physical Education Classes	22	Special Assignment	1	Voluntary Program Assignment	6
Placement, Salary	11	Special Education Differentials	34	Voluntary Transfer	13
Posting	13	Special Meetings	5	Work Day	25
Pre-assignment Conference	30	Special Services Schedules	35	Work Day Limits	26
Preference for Extra Duties	35	Specialists	22	Workshop Participation	36
Preparation Limits	23	Specialized Classes	22	Year, School	24
Preparation Scheduling	23	Speech Teacher Differentials	34		
Preparation Time	22	Sports Activity Admission	37		

Memorandum of Agreement

between

Jamestown Public Schools

and

Jamestown Teachers Association

The Jamestown Public School and the Jamestown teachers Association agree to accept the Annual Performance Review Plan (copy attached). This document shall have the full force of contract.

Raymond J. Furlow
Jamestown Public Schools

Jeff Kuyper
Jamestown Teachers Assoc.

12/18/2000
Date

12/6/00
Date