



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: **Eden Central School District and Eden Teachers Association (1995)**

Employer Name: **Eden Central School District**

Union: **Eden Teachers Association**

Local:

Effective Date: **07/01/95**

Expiration Date: **06/30/99**

Number of Pages: **53**

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/>

173
5370

SD
TA

AGREEMENT ON RECOGNITION
AND NEGOTIATION PROCEDURES
and
CONTRACT RESPECTING
TERMS AND CONDITIONS OF EMPLOYMENT
between
EDEN CENTRAL SCHOOL DISTRICT
and
EDEN TEACHERS' ASSOCIATION

EDEN CENTRAL SCHOOL DISTRICT
RELATIONS BOARD
RECEIVED
OCT 2 11 1996
BUFFALO OFFICE

IT IS AGREED BY AND BETWEEN THE PARTIES
THAT ANY PROVISION OF THIS AGREEMENT
REQUIRING LEGISLATIVE ACTION TO PERMIT
ITS IMPLEMENTATION BY AMENDMENT OF
LAW OR BY PROVIDING THE ADDITIONAL
FUNDS THEREFOR, SHALL NOT BECOME
EFFECTIVE UNTIL THE APPROPRIATE
LEGISLATIVE BODY HAS GIVEN APPROVAL.

Begins: July 1, 1995

Ends: June 30, 1999

OCT 24 1995
EDEN CENTRAL SCHOOL DISTRICT

TABLE OF CONTENTS

	<u>Page</u>
<u>AGREEMENT ON RECOGNITION AND NEGOTIATION PROCEDURES</u>	1
1. RECOGNITION	1
1.1 <u>Negotiating Unit</u>	1
1.1.1 Description	1
2. NEGOTIATION PROCEDURES	1
2.1 <u>Negotiation Meetings</u>	1
2.1.1 Place	1
2.1.2 Succeeding Meetings	1
2.1.3 Changes	1
2.1.4 Observers or Consultants	1
2.2 <u>Tentative Agreements</u>	2
2.2.1 Evidence	2
2.2.2 Effect	2
2.2.3 Public Statement	2
2.2.4 Reports and Consultation	2
SUBSCRIPTION	2

**AGREEMENT ON RECOGNITION
AND NEGOTIATION PROCEDURES**

This Agreement is entered into as of July 1, 1995 between Eden Central School District (hereinafter "District") and Eden Teachers' Association (hereinafter "Association").

ARTICLE 1. RECOGNITION

Section 1.1 Negotiating Unit

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

ARTICLE 2. NEGOTIATION PROCEDURES

Section 2.1 Negotiation Meetings

- 2.1.1 **Place:** Negotiation meetings will normally be held in the Conference Room at the Junior-Senior High School, but if that room has already been scheduled for another event at the time when a negotiation meeting date is being set, then the negotiating meeting will be held in the Conference Room in the Elementary School.
- 2.1.2 **Succeeding Meetings:** Before the close of each negotiation meeting, the parties shall agree on the date and time for the next negotiation meeting, but this shall not preclude the parties from agreeing at any time in advance upon several meeting dates and times.
- 2.1.3 **Changes:** Meeting dates, times and places may be changed by mutual consent of the parties' principal spokesmen.
- 2.1.4 **Observers or Consultants:** Each party may have present at a negotiation meeting a reasonable number of observers or consultants with prior notification to the other party.

Section 2.2 Tentative Agreements

- 2.2.1 Evidence: When the parties have tentatively agreed upon an item under negotiation, that item shall be reduced to writing promptly and two copies thereof (one for each party) shall be marked "Agreed", dated and initialed by the principal spokesman of each party as evidence of such tentative agreement.
- 2.2.2 Effect: A tentatively agreed item shall not become binding on the parties until all items under negotiation have been disposed of and the terms of a new agreement have been approved by vote of the membership of the Association, by the Superintendent, and by vote of the Board.
- 2.2.3 Public Statement: No public statement (except a public statement mutually agreed to by the parties) shall be made concerning any matter under negotiation or tentatively agreed to until either (i) the terms of a new agreement have been presented to the membership of the Association and the Board for approval as provided under paragraph 2.2.2 above, or (ii) the parties have completed mediation and one or both parties have requested the Public Employment Relations Board to render fact-finding assistance pursuant to Section 209(3)(b) of the New York State Public Employees' Fair Employment Act, whichever event occurs first.
- 2.2.4 Reports and Consultation: Notwithstanding the provisions of paragraph 2.2.3 above, the Association representatives may report to and consult with the Association's Executive Board and/or membership and the District representatives may report to and consult with the Superintendent or the Board at any time provided that the members of such boards and the membership of the Association are made aware of and agree to abide by the provisions of paragraph 2.2.3 above.

In witness of all the foregoing, the duly authorized representatives of the parties have signed their names below this 21st day of June, 1996

Roman Christy
Superintendent

Rouma Mae Witman
President, Eden Teachers' Association

TABLE OF CONTENTS

	<u>Page</u>
CONTRACT RESPECTING TERMS AND CONDITIONS OF EMPLOYMENT	1
1. CONCERNING THIS AGREEMENT	1
1.1 <u>Term</u>	1
1.1.1 Defined	1
1.1.2 Complete Agreement and Amendments	1
1.1.3 Negotiation of Successor Contract	1
1.1.4 Use of Gender Terms	1
1.2 <u>Effect</u>	1
1.2.1 Comments by Board and Superintendent	1
1.2.2 Copies of Contract	2
1.2.3 Conflict with Law	2
1.2.4 Commitments	2
1.2.5 Board Policy	2
2. DISTRICT-ASSOCIATION RELATIONS	2
2.1 <u>Dues Deductions</u>	2
2.1.1 Associations Involved	2
2.1.2 Authorizations	2
2.1.3 List	2
2.1.4 Period	2
2.1.5 Remission	3
2.1.6 Sample Request for Payroll Deductions	3
2.1.7 NYSUT Benefit Trust	3
2.2 <u>Communications and Use of Facilities</u>	3
2.2.1 Faculty Meetings	3
2.2.2 Orientation	3
2.2.3 Federal and State Programs	3
2.2.4 Board Minutes, Rules & Regulations	3
2.2.5 Board, Mail and Bulletins	3
2.2.6 School Property	4
2.3 <u>Association Business Time</u>	4
2.3.1 Negotiation and Grievance Meetings	4
2.3.2 Other	4

	<u>Page</u>
3. GRIEVANCES	4
3.1 <u>General</u>	4
3.1.1 Purpose	4
3.1.2 Definitions	4
3.1.3 Reprisal	5
3.1.4 Participation/Counsel	5
3.1.5 Time Limits	5
3.2 <u>Grievance Procedure</u>	6
3.2.1 Level I	6
3.2.2 Level II	6
3.2.3 Level III	6
3.2.4 Level IV	6
3.2.5 Level V	7
4. COMPENSATION	8
4.1 <u>Salary Schedules</u>	8
4.1.1 Applicability	8
4.1.2 1995-96 Schedule	8
4.1.3 1996-97 Schedule	9
4.1.4 1997-98 Schedule	10
4.1.5 1998-99 Schedule	11
4.1.6 Experience Credit	11
4.1.7 Teacher Within Schedule	11
4.1.8 Sick Leave Days Conversion	12
4.1.9 Summer Driver Education Schedule	12
4.2 <u>Progression for Advanced Training</u>	13
4.2.1 Credit Hour Amount and Limits	13
4.2.2 Credit Allowed	13
4.2.3 Masters Degree	13
4.2.4 Credit Hours Maximums	13
4.2.5 Inservice Credit Reimbursement	13
4.3 <u>Supplemental Activities</u>	14
4.3.1 Salary Schedule	14
4.3.2 Step Advancement	16
4.3.3 Activity Levels	16
4.3.4 Department Chairman	20

	<u>Page</u>
4.3.5 Guidance Counselor	20
4.3.6 Department Associate	21
4.3.7 Music Director	21
4.3.8 Positions for Musical	21
4.3.9 Filling Vacancies	22
4.3.10 Chaperoning Assignments	22
4.4 <u>Miscellaneous</u>	22
4.4.1 Payment	22
4.4.2 Excess Days - 10 month Staff	22
4.4.3 Excess Days - 11 month Staff	22
5. BENEFITS AND WORKING CONDITIONS	22
5.1 <u>Health Insurance</u>	22
5.1.1 Coverage and Eligibility	22
5.1.2 Declaration of Intent	23
5.1.3 Coverage After 30 Days	23
5.1.4 Marital Status Change	23
5.1.5 District Contributions	23
5.1.6 Section 125 Plan	23
5.1.7 Health Insurance for Retirees	23
5.1.8 Coverage While on Leave	23
5.1.9 Coverage/Preferred Eligibility List	23
5.2 <u>Facilities for Teachers</u>	24
5.2.1 Facilities in Buildings	24
5.2.2 Preferential Parking/Travel Time	24
5.3 <u>Protection of Teachers</u>	24
5.3.1 Personnel File	24
5.3.2 Assaults	25
5.3.3 Legal Actions	25
5.4 <u>Teacher Evaluation</u>	25
5.4.1 Monitoring and Evaluation Reports	25
5.4.2 Complaints	25
5.4.3 Extra-Curricular Activities	25
5.4.4 Observation and Conference	26
5.4.5 Comprehensive Report	26

	<u>Page</u>
5.5 <u>Dismissal</u>	26
5.5.1 Conditions	26
6. LEAVES FOR PERMANENT PROBATIONARY TEACHERS	26
6.1 <u>Sick Leave</u>	26
6.1.1 Accumulation	26
6.1.2 Personal or Family Illness	26
6.1.3 Workers' Compensation Absence	27
6.1.4 Notice of Absence	27
6.1.5 Notice of Return	27
6.1.6 Request for Sick Leave	27
6.1.7 Sick Leave Exhausted	27
6.2 <u>Other Paid Leaves</u>	27
6.2.1 Sick Leave Bank	27
6.3 <u>Personal Days</u>	29
6.3.1 Number and Purpose	29
6.3.2 Requests	29
6.4 <u>Pregnancy and Child-Rearing Leave</u>	30
6.4.1 Notice	30
6.4.2 Duration Pregnancy Leave	30
6.4.3 Duration Child-Rearing Leave	30
6.4.4 Benefits Restoration	30
6.4.5 Adoption	30
6.5 <u>Sabbatical Leave</u>	31
6.5.1 Eligibility	31
6.5.2 Purpose	31
6.5.3 Routing of Application	31
6.5.4 Contents of Application	32
6.5.5 Time Schedule	32
6.5.6 Criteria for Selection	32
6.5.7 Types and Number of Leaves	33
6.5.8 Compensation	33
6.5.9 Return to Service	33

	<u>Page</u>
6.6 <u>Government Service Leave</u>	33
6.6.1 Jury Duty	33
6.6.2 Military Training	33
6.6.3 Court Subpoena	34
6.7 <u>Personal and Family Occasions</u>	34
6.7.1 Health or Hardship	34
6.7.2 Religious Holidays	34
6.7.3 Death in Family	34
6.7.4 Relatives' Funerals	34
6.7.5 Graduation, Honors Ceremonies	34
6.8 <u>Other Leaves</u>	34
6.8.1 Conferences, Workshops	34
6.8.2 Severe Weather, Emergencies	34
6.8.3 Other	35
6.9 <u>Miscellaneous Leave Rules</u>	35
6.9.1 School Closing	35
6.9.2 Absent When School Closed	35
6.9.3 Attendance for Part of Day	35
6.9.4 Return from Leave	35
7. SCHEDULES	35
7.1 <u>Teaching Day</u>	35
7.1.1 Minimum Length	35
7.1.2 Additional Duties and Responsibilities	35
7.1.3 Relief Period	36
7.1.4 Substitute During Planning Period	36
7.1.5 Additional Children in Lieu of Substitute	36
7.1.6 Travel Time	36
7.1.7 Extracurricular Activities	36
7.1.8 Activities Such as Parent Orientation	36
7.1.9 Special Teachers Between Classes	36
7.2 <u>Other Schedule Matters</u>	36
7.2.1 Open House	36
7.2.2 Closing Checkouts	36
7.2.3 Required Teacher Attendance	36

	<u>Page</u>
7.2.4 Staff Development	37
7.2.5 Release time for Grading	37
8. ASSIGNMENTS AND POSITIONS	37
8.1 <u>Assignments</u>	37
8.1.1 Notification	37
8.1.2 Outside Certification	37
8.2 <u>Voluntary Transfers</u>	37
8.2.1 Statement of Desire	37
8.2.2 Posting of Known Vacancies	37
8.2.3 Application for Vacancies	38
8.2.4 Consideration	38
8.2.5 No Guarantee	38
8.2.6 Outside Tenure Area	38
8.3 <u>Involuntary Transfers and Reassignments</u>	38
8.3.1 Notice	38
8.3.2 Preference	38
8.3.3 Consultation	38
8.3.4 Selection	38
8.4 <u>Summer School and Adult Education</u>	38
8.4.1 Summer School Openings	38
8.4.2 Adult Education Meeting	39
8.5 <u>Seniority</u>	39
8.5.1 Reduction or Increase in Force	39
8.5.2 Filling Position or Vacancy	39
8.5.3 Definitions	39
8.5.4 Waiver	39
8.5.5 Refusal of Recall	39
9. MISCELLANEOUS	40
9.0.1 Notice of Voluntary Termination	40
9.0.2 Equipment and Supplies	40
9.0.3 Medical Examination	40
9.0.4 Non-professional Auxiliary Services	40
9.0.5 Evaluation of Tenure Candidates	40

	<u>Page</u>
SUBSCRIPTION	40
APPENDIX A - SICK LEAVE BANK PARTICIPATION FORM	41

**CONTRACT RESPECTING TERMS
AND CONDITIONS OF EMPLOYMENT**

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

ARTICLE 1. CONCERNING THIS AGREEMENT

Section 1.1 Term

- 1.1.1 **Defined:** This Contract shall take effect on July 1, 1995 and shall continue in effect at least until June 30, 1999 and thereafter until it is replaced by a new Contract negotiated between the parties.
- 1.1.2 **Complete Agreement and Amendments:** All the agreements which the parties have reached during negotiations are recorded in this Contract or in Memoranda of Understanding which bear the same date as the Execution Date. This Contract, together with such Memoranda of Understanding, constitutes the entire and complete record of the binding commitments between the parties. From and after the Execution Date, no other document or course of conduct shall constitute a binding commitment between the parties unless it is (a) dated on or after such Execution Date and (b) signed by a duly authorized representative of each party. As used in this paragraph 1.1.2, "Execution Date" means the date which appears in the final paragraph of this Contract. In the event both parties wish to amend this Contract, notice may be given and negotiations concerning such proposed amendments shall then proceed. Amendments resulting from such negotiations shall take effect at a time as may be mutually agreeable to the parties.
- 1.1.3 **Negotiation of Successor Contract:** If either party desires to negotiate a successor to this Contract, it shall so notify in writing the other party not later than December 10th of the final school year of this Contract. The first negotiation meeting shall take place not later than the following April 15th. At that meeting each party shall present to the other all specific proposals which it desires to negotiate. Each such proposal shall be in the form of an addition to or deletion from the language of this Contract. Thereafter, negotiations shall proceed in accordance with the provisions of the then current Agreement on Recognition and Negotiation Procedures.
- 1.1.4 **Use of Gender Terms:** The use of a gender specific term in this Contract is not intended to exclude the other gender.

Section 1.2 Effect

- 1.2.1 **Comments by Board and Superintendent:** The Board and the Superintendent shall have the right to comment verbally or in writing to the Association and/or to any of the employees it represents, on any part of these agreements or contracts, except during the progress of negotiations, provided that no statement issued in conformance with paragraph 2.2.3 of the Agreement on Recognition and Negotiation Procedures shall be considered to be a violation of this paragraph.

- 1.2.2 **Copies of Contract**: The cost of reproducing this Contract shall be on a pro-rated basis according to the number of copies needed. The format of the Contract reproduction will be typewritten on 8 1/2" by 11" paper. The Association shall distribute it to all teachers in the unit.
- 1.2.3 **Conflict with Law**: If any provision of the Contract or any application of the Contract to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 1.2.4 **Commitments**: The Board, the Superintendent and the Association will carry out the commitments contained herein and give them full force and effect.
- 1.2.5 **Board Policy**: If this Contract does not contain in its written provisions, benefits, privileges or duties previously regarded as part of the Board policy, those provisions not included shall continue in effect unless otherwise changed by future Board policy.

ARTICLE 2. DISTRICT-ASSOCIATION RELATIONS

Section 2.1 Dues Deductions

- 2.1.1 **Associations Involved**: Teachers shall have the right to have their membership dues deducted from their pay checks for ETA and its affiliates. Dues shall be deducted according to a plan agreed upon by the District and the Association as set forth in succeeding paragraphs of this section 2.1.
- 2.1.2 **Authorizations**: The president of the Association or his/her designee is to obtain signed authorizations from each member of the Association requesting payroll deductions for Association dues. These authorizations will remain in effect during the term of employment unless the teacher notifies the business office of the District of his intention to discontinue the dues deduction privilege. The business office shall notify the president of the Association and/or his/her designee of the discontinuance. The president of the Association shall notify the Business Office of the designee.
- 2.1.3 **List**: The original copy of these requests is to be sent to the Business Office, together with a master list, in duplicate, of all teachers participating in the payroll deduction plan, and the amount to be deducted from each teacher's salary.
- 2.1.4 **Period**: Deductions for payment of dues will be made in installments beginning with the fourth payday after September 1st for employees for whom signed authorizations have been received by the Business Office by the third payday after September 1st, and terminating with the twenty-first payday after September 1st, which installments shall be as nearly equal to one another as possible with the final deduction being adjusted, if necessary, so that all dues will have been paid by the twenty-first payday. If a teacher is terminated for any reason before all of his dues

for the school year have been deducted, the unpaid dues balance shall be deducted from his final paycheck.

2.1.5 **Remission:** Not later than the seventh calendar day after each payday, the Business Office shall remit to the treasurer of the Eden Teachers' Association one check for the total of all deductions made during the preceding payday. The Association treasurer will then issue a check to each of the organizations for whom collections were made.

2.1.6 **Sample Request for Payroll Deductions:**

"I hereby request the Eden Central School to deduct
\$ _____ dues for ETA and its affiliates.

Signature _____
Date _____"

2.1.7 **NYSUT Benefit Trust:** The District shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the Negotiating Unit. Such signed authorization may be discontinued at the end of its term upon written notice by the teacher to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the Association with a list of all Employees from whose salaries such deductions have been made.

Section 2.2 **Communications and Use of Facilities**

2.2.1 **Faculty Meetings:** The Association shall be given an opportunity at building faculty meetings, or at general faculty meetings, to present brief reports and announcements.

2.2.2 **Orientation:** The Association shall be given a place on the agenda of the orientation program for new teachers.

2.2.3 **Federal and State Programs:** The Association shall be notified through copies of the appropriate Board minutes of any scheduled federal and state programs and may submit recommendations to the designated school authority.

2.2.4 **Board Minutes, Rules & Regulations:** The Association will be provided with five (5) copies of minutes of official Board meetings as soon as possible after such meetings. The Association will be provided with a copy of the Board's personnel policies and Rules and Regulations, when completed and approved by the Board.

2.2.5 **Board, Mail and Bulletins:** The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards. The Association may use inter-school mail service and teacher mail boxes for communications to teachers in accordance with present policy. Announcements of meetings may be listed in school activity bulletins and the public address system may be used for announcing the date, time and place of the meetings. The Association shall provide one copy each to the Superintendent and to each Building

Principal of each notice posted and each communication (except those sent in sealed envelopes) sent through the inter-school mail or teacher mail boxes.

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

Section 2.3 Association Business Time

- 2.3.1 **Negotiation and Grievance Meetings**: If negotiation meetings between the District and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. When it is necessary for a Building Representative, a member of the Association Committee (as defined in paragraph 3.1.2 of this Contract), or other representative designated by the Association, to attend a grievance meeting or hearing during a school day, he will, upon request to the Superintendent or immediate supervisor, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such meetings or hearings, as a witness, is necessary will be accorded the same right. The Association agrees that those rights will not be abused.
- 2.3.2 **Other**: Duly authorized representatives of the Association and its affiliates who desire to be absent from their regularly assigned duties to transact official organization business, shall provide notification, via the building principal, to the Superintendent. The Association shall have up to a maximum of six (6) man days, which shall be at no loss of pay, in any one school year for duly authorized organization business.

ARTICLE 3. GRIEVANCES

Section 3.1 General

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

- (2) "Superintendent" shall mean the Superintendent of the District.
- (3) "Building Committee" shall consist of a minimum of three (3) members, elected by the faculty of said building with an election run by the Association. This committee, upon request of the grievant from its building, may assist in Levels I and II of the grievance.
- (4) "Association Committee" shall refer to the Association Committee as established by the constitution of the Association.
- (5) "School day" shall mean a day when teachers are scheduled to be in school except that during the summer recess, it shall mean any calendar day except Saturday, Sunday, Independence Day or Labor Day. For Article 3 of this Contract, emergency closing days shall not be considered "school days".
- (6) "Informal presentation" shall mean an oral statement by the teacher and/or the Building Committee to the immediate supervisor. It must be clearly stated that this is an informal discussion of a grievance.
- (7) "Formal presentation" shall mean a signed written statement by the teacher of his grievance. The statement shall set forth the alleged facts upon which the grievance is based and the particular provisions of this Contract claimed to have been violated, misapplied or misinterpreted.
- (8) "Grievant" shall mean an aggrieved member of the negotiating unit; however, if the grievance involves all or a substantial number of members of the negotiating unit in a department, building or grade level, "grievant" shall mean the Association.

3.1.3 Reprisal: No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

3.1.4 Participation/Counsel: At Levels I, II and III, only those persons and parties shall participate in meetings on grievances as are specifically referred to in the provisions of Section 3.2 "Grievance Procedure". At Level IV and Level V, the Association and the District may each be represented by a duly authorized representative.

3.1.5 Time Limits: The time limits set forth in Section 3.2 "Grievance Procedure" must be strictly adhered to by the parties and the teachers. However, the District and the Association may mutually agree in writing to modify any such time limit and consent to a modification must not be withheld unreasonably by either party. If a grievance is not taken to the next available Level within the time limit permitted by this Contract, it shall be deemed to have been settled as provided in the decision at the Level at which it was last presented.

Section 3.2 Grievance Procedure

3.2.1 Level I - Informal presentation to Supervisor:

A grievant presenting a grievance must initiate this procedure within 20 school days of the date of the incident by the following steps:

- (1) The grievant must approach his immediate supervisor and request a meeting, clearly stating that this meeting concerns an alleged grievance.
- (2) This meeting will take place within five (5) school days from the time of the request. The grievant may not be compelled to discuss the grievance prior to any scheduled meeting.
- (3) The grievant will discuss the grievance with his immediate supervisor.
- (4) After the meeting, the immediate supervisor will issue a verbal decision within two (2) school days.

3.2.2 Level II - Formal presentation to immediate supervisor:

If the grievance is not resolved at Level I, a formal written presentation shall be made to the immediate supervisor within five (5) school days from date of meeting described in paragraph 3.2.1(2) of this Contract. Within five (5) school days after receipt of the written grievance, the supervisor shall render a written decision thereon in writing and present it to the Building Committee, the grievant and the Chairman of the Association Committee.

3.2.3 Level III - Superintendent:

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

3.2.4 Level IV - Board of Education:

- (1) If the grievant and the Association Committee are not satisfied with the decision at Level III, the grievant and the Association Committee will file an appeal in writing with the Board within five (5) school days after receiving

the decision at Level III. The written grievance and the written decisions at Levels II and III shall be available for use of the Board and the grievant or the Association Committee.

- (2) The Board shall hold a special meeting in executive session on the grievance with the grievant, the Association Committee, and the Superintendent within ten (10) school days after the next regular Board meeting after receipt of the written appeal.
- (3) Within ten (10) school days after the conclusion of the meeting, the Board shall reply in writing on the grievance to the grievant, Superintendent, and the Association Committee.

3.2.5 Level V - Arbitration:

- (1) After such meeting, if the grievant and the Association Committee are not satisfied with the decision at Level IV, and the Association Committee determines that the grievance is meritorious and that appealing it is in the best interest of the grievant, it may submit the grievance to arbitration by written notice to the Board within ten (10) school days of the decision at Level IV.
- (2) Upon receipt of such written notice, the Superintendent and the Chairman of the Association Committee shall jointly send a letter to the American Arbitration Association ("AAA") which:
 - (i) requests arbitration of one specifically identified grievance, and
 - (ii) requests the AAA to send to each party a list of twenty (20) names of arbitrators.

Each party, not later than the tenth school day after receipt of its copy of the list, must mail its copy to the AAA with any names thereon which are unacceptable to it crossed out and all other names numbered in order to show the party's preference. The AAA shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of ten (10) names and the same procedure will be followed with respect to it. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator.

- (3) The decision of the arbitrator, which shall be rendered to the Board, the Superintendent, and the Association Committee, shall be binding on the grievant and all other parties.
- (4) All the expenses of the arbitrator, including per diem costs, shall be paid jointly and equally by the District and the Association.

ARTICLE 4. COMPENSATION

Section 4.1 Salary Schedules

4.1.1 Applicability: The salaries of teachers employed by the District, within the negotiating unit, for 1995-96; 1996-97; 1997-98; and 1998-99 and the rules relating to the same are set forth in this Section 4.1.

4.1.2 1995-96 Schedule: Following is the salary schedule for the school year 1995-96 to take effect as of July 1, 1995:

<u>Step</u>	<u>Bachelors Degree</u>	<u>Bachelors + 30</u>	<u>Masters Degree</u>	<u>Masters + 30</u>	
1	27,250	29,200	32,250	34,200	A
2	28,000	29,950	33,000	34,950	B
3	29,000	30,950	34,000	35,950	C
4	30,500	32,450	35,500	37,450	D
5	32,000	33,950	37,000	38,950	E
6	33,500	35,450	38,500	40,450	F
7	35,000	36,950	40,000	41,950	G
8	35,000	36,950	40,000	41,950	G
9	35,000	36,950	40,000	41,950	G
10	35,000	36,950	40,000	41,950	G
11	36,900	38,850	41,900	43,850	H
12	38,900	40,850	43,900	45,850	I
13	40,400	42,350	45,400	47,350	J
14	41,600	43,550	46,600	48,550	K
15	43,200	45,150	48,200	50,150	L
16	44,400	46,350	49,400	51,350	M
17	45,400	47,350	50,400	52,350	N
18	46,900	48,850	51,900	53,850	O
19	48,100	50,050	53,100	55,050	P
20	49,400	51,350	54,400	56,350	Q
21	51,600	53,550	56,600	58,550	R
22	52,500	54,450	57,500	59,450	S
23	56,420	58,370	61,420	63,370	T
24	56,420	58,370	61,420	63,370	T

4.1.3 1996-97 Schedule: Following is the salary schedule for the school year 1996-97 to take effect July 1, 1996:

<u>Step</u>	<u>Bachelors Degree</u>	<u>Bachelors + 30</u>	<u>Masters Degree</u>	<u>Masters + 30</u>	
1	28,000	29,950	33,000	34,950	A
2	29,000	30,950	34,000	35,950	B
3	30,000	31,950	35,000	36,950	C
4	30,700	32,650	35,700	37,650	D
5	32,400	34,350	37,400	39,350	E
6	34,000	35,950	39,000	40,950	F
7	35,500	37,450	40,500	42,450	G
8	37,000	38,950	42,000	43,950	H
9	37,000	38,950	42,000	43,950	H
10	37,000	38,950	42,000	43,950	H
11	37,000	38,950	42,000	43,950	H
12	38,950	40,900	43,950	45,900	I
13	40,900	42,850	45,900	47,850	J
14	42,400	44,350	47,400	49,350	K
15	43,600	45,550	48,600	50,550	L
16	45,200	47,150	50,200	52,150	M
17	46,400	48,350	51,400	53,350	N
18	47,400	49,350	52,400	54,350	O
19	48,900	50,850	53,900	55,850	P
20	50,100	52,050	55,100	57,050	Q
21	51,800	53,750	56,800	58,750	R
22	58,420	60,370	63,420	65,370	S
23	58,420	60,370	63,420	65,370	S
24	58,420	60,370	63,420	65,370	S

4.1.4 1997-98 Schedule: Following is the salary schedule for the school year 1997-98 to take effect July 1, 1997.

<u>Step</u>	<u>Bachelors Degree</u>	<u>Bachelors + 30</u>	<u>Masters Degree</u>	<u>Masters + 30</u>	
1	28,750	30,700	33,750	35,700	A
2	29,100	31,050	34,100	36,050	B
3	30,800	32,750	35,800	37,750	C
4	31,800	33,750	36,800	38,750	D
5	32,500	34,450	37,500	39,450	E
6	34,300	36,250	39,300	41,250	F
7	35,800	37,750	40,800	42,750	G
8	37,200	39,150	42,200	44,150	H
9	39,000	40,950	44,000	45,950	I
10	39,000	40,950	44,000	45,950	I
11	39,000	40,950	44,000	45,950	I
12	39,000	40,950	44,000	45,950	I
13	40,950	42,900	45,950	47,900	J
14	42,600	44,550	47,600	49,550	K
15	44,800	46,750	49,800	51,750	L
16	47,400	49,350	52,400	54,350	M
17	49,400	51,350	54,400	56,350	N
18	51,000	52,950	56,000	57,950	O
19	53,000	54,950	58,000	59,950	P
20	55,000	56,950	60,000	61,950	Q
21	57,400	59,350	62,400	64,350	R
22	60,300	62,250	65,300	67,250	S
23	60,300	62,250	65,300	67,250	S
24	60,300	62,250	65,300	67,250	S

4.1.5 1998-99 Schedule: Following is the salary schedule for the school year 1998-99 to take effect July 1, 1998.

<u>Step</u>	<u>Bachelors Degree</u>	<u>Bachelors + 30</u>	<u>Masters Degree</u>	<u>Masters + 30</u>	
1	29,500	31,450	34,500	36,450	A
2	30,000	31,950	35,000	36,950	B
3	30,850	32,800	35,850	37,800	C
4	32,250	34,200	37,250	39,200	D
5	33,750	35,700	38,750	40,700	E
6	34,450	36,400	39,450	41,400	F
7	36,250	38,200	41,250	43,200	G
8	37,750	39,700	42,750	44,700	H
9	39,150	41,100	44,150	46,100	I
10	41,000	42,950	46,000	47,950	J
11	41,000	42,950	46,000	47,950	J
12	41,000	42,950	46,000	47,950	J
13	41,000	42,950	46,000	47,950	J
14	43,050	45,000	48,050	50,000	K
15	44,900	46,850	49,900	51,850	L
16	47,950	49,900	52,950	54,900	M
17	51,950	53,900	56,950	58,900	N
18	52,450	54,400	57,450	59,400	O
19	53,600	55,550	58,600	60,550	P
20	55,600	57,550	60,600	62,550	Q
21	59,450	61,400	64,450	66,400	R
22	62,250	64,200	67,250	69,200	S
23	62,250	64,200	67,250	69,200	S
24	62,250	64,200	67,250	69,200	S

4.1.6 Experience Credit: Teachers with prior teaching experience or related experience who are hired for positions in the school system may be allowed full credit for full years of teaching experience. A year of teaching experience shall include a minimum of 150 days of service during a school year or calendar year. Prescribed increments shall be effective July 1 of each year.

4.1.7 Teacher Within Schedule: Any teacher who falls within the schedule will be paid according to the schedule with graduate hours payment in compliance with Section 4.2.

4.1.8 Sick Leave Days Conversion:

Any teacher who has submitted in writing his/her resignation for retirement under the NYSTRS to the Board of Education on or before December 31 to be effective July 1 of the following calendar year may convert the teacher's accrued sick leave days (not to exceed 200) at the rate of \$40 per day. The teacher may elect to have the conversion payment remain in a District account for the purpose of continuing in the District's group health insurance plan (Section 5.1 of this Agreement) following retirement.

4.1.9 Summer Driver Education Schedule: Summer driver education teachers will be paid according to the following schedule:

For the summer of 1995:

- \$24.38 per hour - with 6 or more years of experience in the District
- \$23.78 per hour - with 3 or more years of experience in the District
- \$23.17 per hour - for less than 3 years of experience in the District

For the summer of 1996:

- \$25.36 per hour - with 6 or more years of experience in the District
- \$24.74 per hour - with 3 or more years of experience in the District
- \$24.11 per hour - for less than 3 years of experience in the District

For the summer of 1997:

- \$26.37 per hour - with 6 or more years of experience in the District
- \$25.73 per hour - with 3 or more years of experience in the District
- \$25.07 per hour - for less than 3 years of experience in the District

For the summer of 1998:

- \$27.35 per hour - with 6 or more years of experience in the District
- \$26.69 per hour - with 3 or more years of experience in the District
- \$26.00 per hour - for less than 3 years of experience in the District

The Director of Driver Education will be paid \$335 for the 1995-96 school year, \$349 for the 1996-97 school year, \$363 for the 1997-98 school year and \$377 for the 1998-99 school year.

Section 4.2 Progression for Advanced Training

4.2.1 Credit Hour Amount and Limits: For each additional credit hour registered prior to October 1 or, in the case of the second semester, prior to February 15, the District will pay \$65 per hour effective July 1, 1992 up to a maximum of:

- (1) 60 hours in excess of the Bachelors Degree for teachers holding only a Bachelors Degree.
- (2) 90 hours in excess of the Bachelors Degree for teachers holding a Masters or Doctors Degree.

Any credit for hours taken after July 1, 1996 will only be paid in blocks of 3 hours. Any credit for hours taken after July 1, 1998 will only be paid in blocks of 6 hours.

4.2.2 Credit Allowed: Credit will be given for undergraduate courses approved in advance by the Superintendent. Credit will not be given for courses taken to make up certification deficiencies. A teacher who does not hold a Bachelor Degree but who has certification may receive credit for courses approved in advance by the Superintendent.

4.2.3 Masters Degree: A teacher at the Bachelors + 30 column who holds a Masters Degree shall move to the Masters Degree column.

4.2.4 Credit Hours Maximums: Effective October 2, 1973 and thereafter, no payment will be made (i) to a teacher holding only a Bachelors Degree for any credit hour beyond Bachelors + 30, and (ii) to a teacher holding a Masters Degree for any credit hour beyond Masters + 30; provided, however, that payment will be made if the Superintendent, in his sole discretion, has approved such payment prior to the time when the teacher began the course for which credit is claimed. Application for the Superintendent's approval shall be made on a District-provided form and the Superintendent shall respond thereto within five school days.

4.2.5 Inservice Credit Reimbursement: Teachers are encouraged to take inservice courses during non-duty hours. If the inservice course has been approved by the Superintendent in advance of the teacher's registration therein, the District will (i) reimburse the teacher for the tuition, if any, for the course on presentation of a receipt showing that the teacher has paid the same and (ii) pay the teacher a one-time stipend of \$150 if the course involved at least fifteen clock hours in class on presentation of satisfactory evidence that the teacher attended at least ninety percent of the sessions required for the course and that the teacher has satisfactorily completed the course.

Section 4.3 Supplemental Activities

4.3.1 Salary Schedule: Following is the salary schedule for supplemental activities for the school year 1995-96, effective July 1, 1995:

<u>Levels</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
I	2709	2983	3248	3520
II	2437	2572	2775	2983
III	2032	2166	2302	2437
IV	1490	1624	1760	1896
V	1218	1354	1490	1624
VI	1013	1085	1155	1218
VII	612	677	744	812
VIII ['] INTRAMURALS				
8-10 Sessions	\$245			
16-20 Sessions	\$484			
	(Minimum of 25 students required)			
	(Also Cross Country Varsity Assistant)			

IX Flat fee as indicated in Paragraph 4.3.3

X Flat fee as indicated in Paragraph 4.3.3

Following is the salary schedule for supplemental activities for the school year 1996-97, effective July 1, 1996:

<u>Levels</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
I	2818	3104	3379	3662
II	2535	2676	2887	3104
III	2114	2254	2395	2535
IV	1550	1690	1831	1973
V	1267	1409	1550	1690
VI	1054	1129	1202	1267
VII	637	704	774	845
VIII ['] INTRAMURALS				
8-10 Sessions	\$255			
16-20 Sessions	\$504			
	(Minimum of 25 students required)			
	(Also Cross Country Varsity Assistant)			

IX Flat fee as indicated in Paragraph 4.3.3

X Flat fee as indicated in Paragraph 4.3.3

['] Any teacher appointed to monitor weight training will be paid at these levels for each season (3) involved.

Following is the salary schedule for supplemental activities for the school year 1997-98, effective July 1, 1998:

<u>Levels</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
I	2930	3228	3514	3808
II	2636	2783	3002	3228
III	2198	2344	2491	2636
IV	1612	1757	1904	2052
V	1318	1465	1612	1757
VI	1096	1174	1250	1318
VII	662	732	805	879
VIII ^{*/} INTRAMURALS				
8-10 Sessions	\$265			
16-20 Sessions	\$524			
	(Minimum of 25 students required)			
	(Also Cross Country Varsity Assistant)			
IX	Flat fee as indicated in Paragraph 4.3.3			
X	Flat fee as indicated in Paragraph 4.3.3			

Following is the salary schedule for supplemental activities for the school year 1998-99, effective July 1, 1998:

<u>Levels</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
I	3039	3348	3645	3950
II	2734	2887	3114	3348
III	2280	2431	2584	2734
IV	1672	1822	1975	2128
V	1367	1520	1672	1822
VI	1137	1218	1297	1367
VII	687	759	835	912
VIII ^{*/} INTRAMURALS				
8-10 Sessions	\$275			
16-20 Sessions	\$543			
	(Minimum of 25 students required)			
	(Also Cross Country Varsity Assistant)			
IX	Flat fee as indicated in Paragraph 4.3.3			
X	Flat fee as indicated in Paragraph 4.3.3			

^{*/} Any teacher appointed to monitor weight training will be paid at these levels for each season (3) involved.

4.3.2 Step Advancement: Advancement to a higher step on the supplemental activities salary schedule will be subject to the recommendation of the building principal and the approval of the Superintendent. Supplemental activities personnel who return as coaches or advisors to the same extra curricular activity previously held, after not performing this duty during the previous year, will move to the new Level at the Step which would create a raise over the next step of the 1995-99 Contract supplemental salary schedule. Supplemental activities personnel who are promoted will be moved to the new schedule by the following procedure: if the employee was at Step 1, 2, 3, or 4 of the old classification (job title and level), that employee shall be placed at the lowest step of the new classification (Job Title and Level) which results in an increase for that employee.

Example: Assistant Football
Coach Level II Step 3 1995-96 \$2775
Promoted to Varsity
Football =
Varsity Football Level I Step 2 1995-96 \$2983
Example: Assistant Baseball Coach Level III Step 1 1995-96 \$2032
Promoted to Varsity
Baseball =
Varsity Baseball Level II Step 1 1995-96 \$ 2437

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

Level I

Varsity Football
Varsity Basketball
Varsity Cross Country (would remain at Level II if a Girl's
coaching position is established and filled)
Varsity Swimming
Varsity Volleyball (would remain at Level II if a J.V.
coaching position is established and filled)
Varsity Wrestling
*Yearbook Advisor (High School)
Cheerleading (If only one advisor is appointed)
Interscholastic Sports Coordinator (plus 1995-96 stipend of \$805; 1996-97 of \$838;
1997-98 of \$871; 1998-99 of \$903)
Girls' Varsity Basketball

Level II

Varsity Baseball
Boys Varsity Track
Boys Varsity Tennis
Girls Varsity Swimming

Girls Varsity Track
Girls Varsity Field Hockey
Girls Varsity Softball
Girls Varsity Volleyball
Girls Varsity Tennis
Football Assistants
Basketball Assistants
Cheerleading Advisor (If assistant is hired)
Senior Class Advisor
Boys Varsity Soccer
Girls Varsity Soccer
School Play Director
Boys Swimming Assistant

- * The Yearbook Advisor (High School) was placed on Level I because the photography is coordinated by the present Advisor. The position will revert to Level III when a new advisor, not carrying the same responsibility, is appointed.

Level III

Track Assistants
Baseball Assistant
Cheerleading Assistant
Girls Volleyball Assistant
Varsity Golf
Girls Varsity Bowling
Boys Varsity Bowling
Orchestra Director - Musical
Girls Swimming Assistant
Girls Softball Assistant
Wrestling Assistant
Girls Field Hockey Assistant

Level IV

Level V

School Store
Stage Band Director
Swing Choir Director

Level VI

High School Student Council Advisor
7th and 8th Grade Student Council
Choral Director-Musical
Jr./Sr. High School Newspaper Co-Advisors

Level VII

AFS (Effective 7/1/96)
Audio-Visual Coordinator (Jr.-Sr. School)
Audio-Visual Coordinator (Elementary School)
F.F.A.
F.T.A.
F.H.A. (High School)
F.H.A. (Jr. High School)
Graphic Artist
Yorkers Co-Advisors (Jr. High School)
Yearbook Advisor (Middle School)
Elementary Store
Junior Class Advisor
Computer Club
Elementary Newspaper

Level VIII

Intramurals

Track & Field (B) 7 & 8
Volleyball (B) 7 & 8
Badminton (G) High School
Bowling (G) 9 - 10
Basketball (G) 7 & 8
Basketball (B) High School
Softball (G) 7 & 8
Cross Country (B) 6 - 8
Basketball (B) 7
Basketball (B) 8
Volleyball (B) High School
Track & Field (G) 7 & 8
Football (B) 7 & 8
Football (B) High School
Softball (B) 7 & 8
Field Hockey (G) 7 & 8
Soccer (G) 7 & 8
Bowling (G) 7 & 8
Tennis (G) 7 & 8
Soccer (G) High School
Soccer (B) High School
Volleyball (G) 7 & 8
Basketball (G) High School
Tennis (G) High School
Field Hockey (G) High School
Volleyball (G) High School
Tennis (B) High School
Softball (G) High School

Bowling (B) High School
 Weight Training - Boys and Girls Grades 8 - 12
 Cross Country Varsity Assistant
 Splash Dancing (each of 2 persons at the 16-20 sessions rate)

Level IX

		<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
Security Guards	Home Games (Basketball & Football)	40.00	42.00	44.00	46.00
Security Guards	Away Games (Basketball & Football)	45.00	47.00	49.00	51.00
Security Guards	Home Meets (Wrestling Meets)	40.00	42.00	44.00	46.00
Picture Taking	Home (Football)	40.00	42.00	44.00	46.00
Announcing	Home (Football)	40.00	42.00	44.00	46.00
Scoring	Home (Basketball)	40.00	42.00	44.00	46.00
Timing	Home (Basketball)	40.00	42.00	44.00	46.00

Music Competition Chaperones - Compensate Chaperones at \$12.52 per hour to a maximum of \$37.56 per event for 1995-96 with maximum per fiscal year for all such chaperone stipends to be \$1151.00; \$13.03 per hour to a maximum of \$39.09 per event for 1996-97 with maximum per fiscal year for all such chaperone stipends to be \$1198.00; \$13.55 per hour to a maximum of \$40.65 per event for 1997-98 with a maximum per fiscal year for all such chaperone stipends to be \$1246.00; \$14.05 per hour to a maximum of \$42.15 per event for 1998-99 with a maximum per fiscal year for all such chaperone stipends to be \$1292.00;

Level X

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
National Honor Society	\$370.00	\$385.00	\$400.00	\$415.00
Pep Band	\$370.00	\$385.00	\$400.00	\$415.00
Senior Class Co-Advisor	\$370.00	\$385.00	\$400.00	\$415.00
Sophomore Class Advisor	\$370.00	\$385.00	\$400.00	\$415.00
Freshmen Class Advisor	\$370.00	\$385.00	\$400.00	\$415.00
Varsity Club	\$370.00	\$385.00	\$400.00	\$415.00
G.A.A.	\$370.00	\$385.00	\$400.00	\$415.00
S.A.D.D. Advisor	\$370.00	\$385.00	\$400.00	\$415.00
Model U.N. Advisor	\$370.00	\$385.00	\$400.00	\$415.00
S.A.F.E. Advisor	\$370.00	\$385.00	\$400.00	\$415.00
Math Olympiad	\$370.00	\$385.00	\$400.00	\$415.00

4.3.4 Department Chairman: In addition to his/her other compensation, a Department Chairperson shall receive annually for the 1995-96 school year, effective July 1, 1995:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 or less teachers	\$1490	\$1624	\$1760	\$1894
7 or more teachers	\$1624	\$1760	\$1894	\$2030

For the 1996-97 school year, effective July 1, 1996:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 or less teachers	\$1550	\$1690	\$1831	\$1971
7 or more teachers	\$1690	\$1831	\$1971	\$2112

For the 1997-98 school year, effective July 1, 1997:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 or less teachers	\$1612	\$1757	\$1904	\$2050
7 or more teachers	\$1757	\$1904	\$2050	\$2196

For the 1998-99 school year, effective July 1, 1998:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 or less teachers	\$1672	\$1822	\$1975	\$2126
7 or more teachers	\$1822	\$1975	\$2126	\$2278

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

4.3.5 Guidance Counselor: In addition to his/her other compensations, a full time guidance counselor shall receive an additional \$805 in 1995-96; \$838 in 1996-97; \$871 in 1997-98 and \$903 in 1998-99.

4.3.6 Department Associate: In addition to his/her other compensation, a Department Associate shall receive annually for 1995-96:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 or less teachers	\$ 937	\$1005	\$1074	\$1141
7 or more teachers	\$1051	\$1118	\$1187	\$1256

for 1996-97:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 or less teachers	\$ 975	\$1046	\$1117	\$1187
7 or more teachers	\$1093	\$1163	\$1235	\$1307

for 1997-98:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 or less teachers	\$1014	\$1088	\$1162	\$1234
7 or more teachers	\$1137	\$1209	\$1284	\$1359

for 1998-99:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
6 or less teachers	\$1052	\$1128	\$1205	\$1280
7 or more teachers	\$1179	\$1254	\$1332	\$1410

4.3.7 Music Director: In addition to his/her other compensation, the Music Director shall receive \$52.00 during the 1995-96 school year, \$54.00 during the 1996-97 school year, \$56.00 during the 1997-98 school year and \$58.00 during the 1998-99 school year for directing the School Band during Memorial Day ceremonies.

4.3.8 Positions for Musical: Teachers appointed to the following positions for the annual High School musical production will receive the additional compensation indicated opposite each position:

	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
Producer	\$500	\$520	\$539
Choreographer	500	520	539
Sets	500	520	539
Lights	300	312	324
Sound	300	312	324
Costumes	400	416	431
Make-up Person 1	100	104	108
Make-up Person 2	100	104	108
Tickets	100	104	108
Publicity	100	104	108
String Advisor	100	104	108
Stage Manager	500	520	539
Accompanist	500	520	539

- 4.3.9 **Filling Vacancies:** The Superintendent shall post all vacancies for supplemental activities except per diem responsibilities (Example-Security Guards, Scorekeepers, etc.) in each building as early as practicable after a determination that they are going to be filled. Teachers who have applied for such posted positions will be notified of the action taken regarding their applications as soon as practicable after the selection has been approved. Application for a vacant position shall not mean automatic placement and the Superintendent shall have sole discretion regarding selection.
- 4.3.10 **Chaperoning Assignments:** For chaperoning activities other than described in this Section 4.3, the District will, by the end of the second week in September of each year, list available District-sponsored evening chaperoning assignments for each building. Each teacher in the District shall, by the end of September, sign up for and ultimately perform one of the available assignments on that list from that teacher's building. Such assignments shall not carry any additional remuneration beyond the teacher's annual salary pursuant to Section 4.1 of this Agreement.

Section 4.4 Miscellaneous

- 4.4.1 **Payment:** Payroll checks will be issued bi-weekly on Fridays to all teachers except: (i) the last payroll check of the school year shall be issued on the last day of teacher attendance in the school year, (ii) when a regular pay date falls during a recess where school is not in session, whenever possible, the teacher shall then receive the pay due on that date on the last day of school prior to recess, and (iii) in any school year in which there are 43 weeks, there shall be an extra payday (to cover one week only) either at the beginning or at the end of the school year as mutually agreed by the Superintendent and the Association President.
- 4.4.2 **Excess Days - 10 month Staff:** Pay for assigned teachers outside the ten month work year (other than 11 month staff) shall be at a rate mutually agreed on by the teacher and the Superintendent.
- 4.4.3 **Excess Days - 11 month Staff:** Eleven month staff shall work 20 school days in addition to their usual 10 month schedule. This time shall be any 20 school days assigned by the immediate supervisor. Any work exceeding the above shall be compensated at 1/220 of the 11 month employee's school year salary. All additional assigned days shall be made by the immediate supervisor and approved in advance by the Superintendent.

ARTICLE 5. BENEFITS AND WORKING CONDITIONS

Section 5.1 Health Insurance

- 5.1.1 **Coverage and Eligibility:** All regularly Board-appointed teachers shall be entitled to full coverage in either single or family coverage in the BOCES II Blue Cross health insurance plan including the following riders: 8 (Dependent Coverage to age 23), 9 (Ambulance Services), 21 (Psychiatric Care), 22 (Ambulatory Coverage - Lab and Pathology), prescription drug (\$1.00 generic/\$5.00 brand name co-pay) and

\$1,000,000.00 Major Medical (\$100/\$200 deductible). At the anniversary date of coverage, the carrier for Major Medical may be changed by mutual agreement of both the Association and the District. The premium paid by the District, regardless of such change, will not exceed the maximums per year as stated in paragraph 5.1.5.

- 5.1.2 **Declaration of Intent:** A new teacher must submit to the Business Office within thirty (30) days of the first day of employment his application to enroll. Failure to apply within thirty (30) days of employment may jeopardize enrollment in the plan desired.
- 5.1.3 **Coverage After 30 Days:** After thirty (30) days of employment a teacher may apply for coverage by submitting to the Business Office his application to enroll, and by conforming with the rules for admittance to the plan desired.
- 5.1.4 **Marital Status Change:** Change in the marital status or death of a spouse must be reported to the business office so that the insurance carriers may be notified. Blue Cross required that addition of spouse be made within sixty (60) days of date of marriage.
- 5.1.5 **District Contributions:** Effective July 1, 1994, the District will pay the following percentage amounts of the premiums of whatever health insurance plan (including any HMO) a teacher duly elects among those offered by the District; provided, however, that in no event will the dollar amount of the District's above premium contribution exceed 95% of the premium rates in effect for the Blue Cross coverage provided under paragraph 5.1.1 of this Agreement.

<u>Single</u>	<u>Family</u>
95%	90%

- 5.1.6 **Section 125 Plan:** Following the agreement of the parties upon a provider and the contract with said provider, the District will make available an employee benefits plan pursuant to Section 125 of the U.S. Internal Revenue Code. The District will pay both the provider's fee for initiation of the plan and the membership fee of any teacher electing to participate.
- 5.1.7 **Health Insurance for Retirees:** The teacher is entitled to health insurance coverage through the last month of active employment. The retired teacher may assume full premium costs after retirement.
- 5.1.8 **Coverage While on Leave:** The teacher assumes full premium cost while on leave without pay.
- 5.1.9 **Coverage/Preferred Eligibility List:** An excessed teacher who is on the preferred eligibility list may continue his/her health insurance at the group rate through the school by assuming all costs involved for a period not to exceed eighteen (18) months from the last date of employment after being placed on the preferred eligibility list.

Section 5.2 Facilities for Teachers

5.2.1 Facilities in Buildings: The District agrees that all reasonable attempts will be made to provide:

- (1) A teacher with space in each building in which he or she teaches to safely store instructional materials and supplies.
- (2) A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- (3) An adequately furnished room to be used as a faculty-lounge dining area. Said room will be in addition to the aforementioned teacher work area.
- (4) A serviceable desk with lock and key per teacher.
- (5) Separate adequate ladies' and mens' restrooms which will not be an integral part of a student's facility.
- (6) Teachers in all buildings with sufficient dining facilities.
- (7) A telephone in an enclosed area in each school for teachers' use in conducting private school communications.
- (8) Adequate parking space, reserved for teachers at each school.

5.2.2 Preferential Parking/Travel Time: Teachers traveling from building to building in pursuance of their teaching duties shall, on their days of traveling teaching duties, have preferential parking spaces when possible. Necessary time for such travel shall be taken into account when planning such teachers' schedules.

Section 5.3 Protection of Teachers

5.3.1 Personnel File: All basic information about the teacher, with the exception of letters of reference, shall be filed in the Superintendent's office under the following circumstances:

- (1) No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher must acknowledge that he/she has read such material and must affix his/her signature on the actual copy to be filed. The teacher may affix the following statement: "This signature does not necessarily indicate agreement with the contents of this material." A stamp containing the above quoted statement will be made available to the teacher by the Association.
- (2) The teacher shall have the right to answer any material filed and his answer shall be reviewed by the immediate supervisor and Superintendent and attached to the file copy.

- (3) Upon request by the teacher, he shall be given access to his file at the earliest convenience of the Superintendent. Files will not be taken from the Superintendent's Office, nor will anything in the files be removed from them.
- (4) Upon receipt of a written request, the teacher shall be furnished a reproduction of his transcripts, any material which bears the teacher's signature, and any other material which the Superintendent makes available to the teacher.

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

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

Section 5.4 Teacher Evaluation

- 5.4.1 **Monitoring and Evaluation Reports:** All monitoring or observation of the work performance of a teacher will be conducted openly and with the knowledge of the teacher. The use of eavesdropping, public address system or audio systems and similar surveillance devices shall be strictly prohibited. Teachers will be shown a copy of any evaluation report prepared by their superiors and will have the right to discuss such a report with their superiors before it is submitted to the Superintendent or put into their personnel files, which are kept in the Superintendent's office. A teacher shall have the right to affix and make a permanent part of his personnel file comments in rebuttal to any monitoring or observation of his work performance.
- 5.4.2 **Complaints:** Any complaints regarding a teacher made to the administration by any parent, student or other person will be promptly called to the teacher's attention if such complaints are to be included in the teacher's file. At the earliest practicable date, a meeting shall be arranged between the complaining party or parties and the teacher and, if the complaining party or parties appear, then the teacher shall also appear.
- 5.4.3 **Extra-Curricular Activities:** Teacher participation in extra-curricular activities shall be voluntary and non-participation in such activities shall not be a valid consideration for evaluating teacher classroom performance. When there are

insufficient qualified volunteers, the Association will assist the District to obtain teacher participants in such activities.

- 5.4.4 Observation and Conference: During the probationary period, a teacher shall be observed a minimum of two (2) times per year. There shall be a personal conference with the teacher following each observation.
- 5.4.5 Comprehensive Report: During the probationary period, the teacher shall be given a comprehensive report 90 days prior to the end of the probationary period.

Section 5.5 Dismissal

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

ARTICLE 6. LEAVES FOR PERMANENT PROBATIONARY TEACHERS

Section 6.1 Sick Leave

- 6.1.1 Accumulation: Sick leave will accumulate to a maximum of 200 days for 10 month teachers, 220 days for 11 month teachers, and 240 days for 12 month teachers. Sick days will accumulate at the rate of 6 days for each school semester and one for each additional month of service. In anticipation of a year's service, and in recognition that illness or accident may occur early in the year, the District will advance 12 sick days at the beginning of the year. If a teacher leaves the employ of the District before he has earned all of the days he has used, the amount that has been paid for the unearned leave will be subtracted from his final check or reimbursed to the District. Teachers shall be notified of the number of sick days deducted from their accumulated total and the balance remaining at the end of each semester.
- 6.1.2 Personal or Family Illness: Accumulated sick time may be used for personal illness or illness in the immediate family. However, a teacher may use no more than twelve sick leave days in one school year for illness in the teacher's immediate family; provided that, nevertheless, a teacher may use up to thirty sick leave days in a continuous absence in one school year in order to provide care to a member of the immediate family who is confined to the teacher's home because of a serious and prolonged illness and that if that family member needs additional care by the teacher, the teacher may have unpaid leave until the end of the school year or until the family member no longer requires the teacher's care, whichever comes first. The immediate family, for purpose of this paragraph, shall include a parent, child, husband, wife or any relative permanently residing in the personal household in which the teacher himself resides. Exceptions to this definition shall be permitted at the discretion of the Superintendent. Such exceptions shall not unreasonably be denied.

6.1.3 Workers' Compensation Absence: When an employee is absent from work because of illness or injury covered by Workmen's Compensation Insurance carried by the District:

- (1) Such absence may be considered sick leave at the option of the employee.
- (2) In the event a compensation award is made for the lost time and sick leave payments are selected by the employee, such sick leave payments shall be reduced by the amount of compensation awarded during the period of sick leave payment. However, the amount paid to the District shall in no case exceed the amount paid by the District to the teacher.

6.1.4 Notice of Absence: Except in cases of extreme emergency, a teacher shall notify his immediate supervisor or other designated personnel at least one hour before school starting time if he will be absent.

6.1.5 Notice of Return: If, at the end of two consecutive weeks of illness, the teacher anticipates a longer period of absence, he shall notify his immediate supervisor verbally. A written confirmation from a physician shall follow in regard to the approximate length of a continuing absence. At least one day notification shall be given to the immediate supervisor in cases where the teacher's return is in advance of the previously designated day of return; failure to do so may result in the loss of a day's pay.

6.1.6 Request for Sick Leave: Request for sick leave without pay may be made in writing to the immediate supervisor by a teacher who still has available accumulated sick days.

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

Section 6.2 Other Paid Leaves

6.2.1 Sick Leave Bank: A sick leave bank (SLB) shall be established for use by any employee whose accumulated sick leave has been exhausted as a result of a personal long-term catastrophic illness or injury.

Review Committee - A mutually representative committee shall be established to review and approve or disapprove requests for withdrawal from the bank, keep records of membership, and maintain an appropriate level of days (not to exceed 250 days) for use in the bank. The Review Committee shall require all members to contribute two (2) additional days whenever the Committee, as a whole, feels a need.

Membership - Membership in the bank shall be available to all employees, regardless of their classification. New employees shall be eligible for membership after one year and one day of employment.

Contributions - Each eligible member shall initially contribute two (2) sick leave days from his/her sick leave accumulation. Thereafter, each eligible member must annually contribute one (1) day from his/her sick leave accumulation to maintain his/her membership. The form attached as Appendix F of this Agreement must be submitted to the Superintendent's office on or before October 1st of each year by each employee. When the SLB accumulation reaches 250 leave days, only new employees may contribute to the Bank during the school year. If the SLB falls below 250 days, the Bank will require contributions from all members not to exceed 1 day from each member's accumulated sick leave. Where the number of days in the bank exceeds 250 during a given year following such employee contributions, only the contributions required of new employees who wish to join the SLB will be accepted until such time as the balance again falls below 250.

Withdrawals - Members may request a withdrawal from the Review Committee upon exhausting all leave accruals and upon having been absent due to a long-term catastrophic illness for at least thirty consecutive days, including the balance of their accumulated sick leave. Withdrawals may only be made in connection with a long-term illness or injury of a member and where the member's accumulated sick leave has been exhausted as a result of long-term illness or injury. This shall not include illness or injury of another member or a member's family or time taken to assist such other family members.

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

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

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

A member shall not receive a withdrawal of more than thirty (30) days at one time. Additional leave requests may be made by a member after the thirty (30) day grant, but they must be resubmitted to the Committee for review.

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

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

Section 6.3 Personal Days

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

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

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

No reason is required for such Personal Days leave except:

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

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

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

Specific Form:

NOTIFICATION OF PERSONAL DAY LEAVE

This is to notify you that I will be taking a Personal Day on _____,
_____, and that this
day date
Personal Day is in compliance with all provisions of Section 6.2.

Teacher's Signature

Date

Section 6.4 Pregnancy and Child-Rearing Leave

- 6.4.1 **Notice**: As soon as a teacher becomes aware of the fact that she is pregnant, she will so notify the Superintendent's office in writing. The notice will also state whether the teacher desires to be absent only during that period when her pregnancy disables her from teaching or whether she desires to be absent for additional time for child-rearing purposes. If the teacher desires child-rearing leave, she will specify the time when she intends to return. The notice must be accompanied by a certificate from the teacher's attending physician which attests to her pregnancy and states the expected date of delivery.
- 6.4.2 **Duration Pregnancy Leave**: The teacher shall be on pregnancy leave from the date when her pregnancy first disables her from teaching until the date after her pregnancy terminates when she is no longer disabled from teaching. These dates must be attested to in a written certificate from the teacher's attending physician.
- 6.4.3 **Duration Child-Rearing Leave**: The teacher shall be on child-rearing leave if:
- (1) The teacher has so requested pursuant to paragraph 6.3.1 of this Contract from the day after pregnancy leave ended until the beginning of the school year, following the expiration of a two year period.
 - (2) A teacher requests such leave and it is granted by the Board for the purposes of child-rearing occurring due to the teacher assuming the responsibilities of rearing a child. The dates for this leave shall be requested in writing to the Superintendent and shall not extend beyond the remaining part of the school year, plus two more years.
- 6.4.4 **Benefits Restoration**: When a teacher returns from a pregnancy or child-rearing leave, all benefits the teacher had accumulated on a time basis (e.g., sick leave) as of the last day prior to the first day of the leave shall be restored to the teacher less any such benefits used during the leave.
- 6.4.5 **Adoption**: A teacher who has adopted a pre-school age child shall be entitled to an adoption leave without pay, but if both adopting parents are employed by the

District, only one of them shall be entitled to such a leave. As soon as the teacher has been accepted by an agency for adoption, he/she shall so notify the Superintendent's office in writing. The leave shall begin when a child has been placed in the teacher's home for adoption. The teacher shall notify the Superintendent's office in writing that a child has been so placed as soon as possible after the teacher is informed of the placement. The leave shall continue until the beginning of the school year following the expiration of a two (2) year period, unless the teacher's request to return to duty sooner is approved by action of the Board. When a teacher returns from an adoption leave, all benefits which the teacher had accumulated on a time basis (e.g., sick leave) as of the teacher's last day prior to the first day of the teacher's leave shall be restored to the teacher.

Section 6.5 Sabbatical Leave (Moratorium)

There will be a moratorium on all sabbatical leaves, and the District will have no obligations under this Section 6.4, until such time as the parties expressly agree in writing to reinstitute them.

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

6.5.2 Purpose: Sabbatical leave is given to professional employees to permit them to improve their ability to render educational service. In the District, several types of leaves have been approved:

- (1) Study at a full accredited university or college to increase knowledge and/or to enrich the background in a teacher's academic area or related area.
- (2) Research and/or writing in preparation for a thesis or dissertation for an advanced degree or for a special diploma such as the six year professional certificate.
- (3) Research and/or writing in preparation for a textbook or other materials which have been approved by the Screening Committee and the Board.
- (4) In some instances a "special" sabbatical leave may be granted for other reasons.

6.5.3 Routing of Application: Applications for sabbatical leave will be routed as follows:

- (1) Applications will be given to the teacher's immediate supervisor who will forward it to the Screening Committee with his comments.
- (2) The Screening Committee will be composed of two administrators appointed by the Superintendent and two secondary, and two elementary teachers selected by the Association. The Screening Committee will evaluate all applications and forward them to the Superintendent with priority recommendations for granting the leaves.

- (3) The Superintendent will review the recommendations and forward them, along with his recommendations, to the Board for consideration.

6.5.4 Contents of Application: It shall be the duty of the applicant to include with his application the following as evidence that he is sincere in his request and will fulfill the purposes of the leave:

- (1) For Formal Study - A program of work or of recognized courses which the applicant will participate in and which will qualify him for higher credentials in the profession.
- (2) Research and/or Writing - An outline of the proposed project with such approval as is necessary to indicate value of the project to the present or future service of the applicant in the profession and specifically to the Eden Central School District.
- (3) Other Reasons - A plan shall be submitted which will state the professional objectives to be gained or sought by such leave, the specific means of attaining these objectives, and proposed benefits of such leave to the school district. Application forms are available from immediate supervisors.

6.5.5 Time Schedule: The time schedule for processing sabbatical leave applications is:

- (1) Applications shall be submitted to the immediate supervisor no later than November 15.
- (2) The Screening Committee shall complete their list of recommendations by January 15.
- (3) All applicants shall receive a tentative answer by February 15 but that answer shall not be binding on the District. A final answer shall be given to all applicants by April 15.

6.5.6 Criteria for Selection: In considering applications, all involved parties shall give consideration to the following criteria for selection:

- (1) Most benefit to the school system.
- (2) Potential personal growth.
- (3) Availability of qualified substitutes.
- (4) Comprehensiveness and specificity of the application.
- (5) Length and quality of service.
- (6) Number of previous sabbatical leaves by applicant.

- (7) When applicants represent both elementary and secondary levels, consideration should be given to awarding leaves equally between the two levels.

6.5.7 Types and Number of Leaves: Full year leaves and half year leaves will be considered. The maximum number of leaves to be granted in any one year will not exceed one. If selected applicant is unable to accept the sabbatical, a replacement, if made, shall be chosen from those applications already on file.

6.5.8 Compensation: The following compensation rules apply to sabbatical leave:

- (1) Professional personnel, on other than "special" sabbatical leaves, shall receive 50% for full year leaves, 75% for half year leaves, of the pay they would have received if on duty during the period of the leave.
- (2) Compensation received from other sources, along with the sabbatical leave pay, shall not exceed the salary which the person would have received if he had remained in the District.
- (3) Individuals shall be placed on the appropriate salary step upon returning to the system. There shall be no loss of increments. Credit shall be given for one service step during the term of a year's sabbatical leave.

6.5.9 Return to Service: Within six months after return to service, the teacher and/or supervisor shall forward to the Superintendent a written evaluation of the improvement in instruction brought about by the sabbatical leave. Each candidate shall agree in his application to continue in the employ of the District for a period of four (4) years subsequent to the expiration of his leave of absence. In default of completing such service, he shall refund to the District an amount equal to the money paid him by the District while on sabbatical leave. Extenuating circumstances to be considered by the Board on an individual basis.

Section 6.6 Government Service Leave

6.6.1 Jury Duty: Teachers shall be granted leave for jury duty beyond the control of the individual and necessitating absence from duty. Such leave shall be with full pay and not deducted from sick leave or personal leave, upon the condition that during such service the teacher shall be required, when feasible, to perform the duties of his position. The teacher shall notify the Superintendent as soon as is practicable after the date of receipt of notification of jury duty and the Superintendent shall have the discretion to request postponement of jury duty.

6.6.2 Military Training: A teacher who is ordered to perform military training duty in a federal military reserve unit or a state military guard unit shall be allowed a maximum of 10 school days paid leave per year for that purpose provided that he meets the following conditions:

- (1) he has given the Superintendent at least 30 school days notice in advance of the first day of the leave, and

(2) It is impracticable for him to perform such military training duty during the summer recess.

6.6.3 Court Subpoena: Teachers subpoenaed by court shall have such time deducted from personal leave; if personal leave is exhausted, such time shall be deducted from sick leave.

Section 6.7 Personal and Family Occasions

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

6.7.2 Religious Holidays: Teachers shall be allowed up to three days' leave of absence with pay, granted annually, to observe his or her own traditional and customary religious holidays where absence from work is required or customary and is authorized by the Commissioner's list.

6.7.3 Death in Family: In cases of death in immediate family, teachers shall be allowed four consecutive days without loss of pay. (The immediate family for purpose of this paragraph shall include a parent, child, spouse, brother, sister, father-in-law, mother-in-law, grandparent or any relative permanently residing in the personal household in which the teacher himself resides.) These days are not to be deducted from sick or personal days.

6.7.4 Relatives' Funerals: For funerals of relatives, teachers shall be allowed one day with pay to be deducted from sick or personal leave. These leaves must have approval from the Superintendent.

6.7.5 Graduation, Honors Ceremonies: If attending his own graduation, or ceremonies at which he is the recipient of an award or special honor, the teacher shall be allowed one day with pay to be deducted from personal leave. These days must have prior approval of the Superintendent.

Section 6.8 Other Leaves

6.8.1 Conferences, Workshops: Teachers may be granted leave with pay for attendance at conferences, workshops, and other professional meetings which are for professional improvement. These leaves must be approved in advance by the Superintendent. These days shall be with pay and shall not be deducted from accumulated sick leave or from personal leave.

6.8.2 Severe Weather, Emergencies: On days when school is in session, teachers who are absent because of severe weather and/or other emergency conditions, shall have such absence deducted from personal leave, but if personal leave has been exhausted, then from sick leave, when certified by the immediate supervisor and the Superintendent.

6.8.3 Other: Other leaves, both short and long, may be allowed at the discretion of the Board and Superintendent. The terms and conditions of such leave shall be agreed on by the teacher and the District, shall be reduced to writing, and a copy thereof given to the teacher and the president of the Association.

Section 6.9 Miscellaneous Leave Rules

6.9.1 School Closing: The official closing of schools by the Superintendent because of severe weather or other emergency conditions shall not result in a loss of pay or leave time for teachers.

6.9.2 Absent When School Closed: Absence of teachers who are on sick time allowance or short term leaves on days schools are closed due to severe weather or other emergency conditions shall not result in a loss of pay nor shall absence on such days be deducted from sick leave allowance if a substitute has not been paid for those days.

6.9.3 Attendance for Part of Day: Attendance for the major portion of either the morning or afternoon shall be allowed as attendance for half of a working day. That portion of the day when the teacher is absent shall count as a half day for purposes of deduction from sick leave, personal leave, or other leave, or deduction in pay depending upon the reason for the absence.

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

ARTICLE 7. SCHEDULES

Section 7.1 Teaching Day

7.1.1 Minimum Length: The school day for teachers (not receiving a salary differential) shall be a minimum of seven hours and 10 minutes per day inclusive of the 30-minute lunch period. Teachers shall be at their assignments at least 15 minutes prior to the start of the pupils' school day and shall remain at least 10 minutes after the close of the pupils' day.

7.1.2 Additional Duties and Responsibilities: Recognizing their responsibilities to their students and their profession, the working day for teachers shall include time for additional duties and responsibilities. Among these are the following:

- (1) Daily preparation for effective teaching.
- (2) Constructive criticism of student work.
- (3) Attending faculty meetings at the building, department, grade or district level.
- (4) Counseling of students who need extra help.

- (5) Pre-arranged conferences with parents. Exceptions to this schedule shall be by permission of the building principal.
- 7.1.3 Relief Period: It is recognized that it is necessary for all teachers to be provided with a minimum of two fifteen minute relief periods in addition to lunch period each day. Such a relief period shall be instituted on days when said teachers do not have planning periods.
- 7.1.4 Substitute During Planning Period: In an extreme emergency, when a teacher is asked and he agrees to act as a substitute during his planning period, every effort shall be made to give such teacher compensatory time off provided such time off shall not interfere with classroom instruction.
- 7.1.5 Additional Children in Lieu of Substitute: A teacher shall not be requested to accept additional children in his regular classes because a substitute teacher was not used, except in the case of a genuine emergency. Before making such a request of a teacher, every effort shall be made to arrange for a qualified substitute.
- 7.1.6 Travel Time: In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any change in their schedules as soon as practicable.
- 7.1.7 Extracurricular Activities: Since it is agreed that teacher participation in extra-curricular activities for which no additional compensation is paid shall be voluntary, the Association will, therefore, continue to encourage the voluntary participation by teachers in extra-curricular activities for students.
- 7.1.8 Activities Such as Parent Orientation: Recognizing their responsibilities to their students and their professions, the Association shall encourage its members to support/participate in activities such as Sixth Grade Parent Orientation and Eighth Grade Parent Orientation.
- 7.1.9 Special Teachers Between Classes: The administration will insure that art and music teachers in grades K-3 will have sufficient time between classes as individual circumstances dictate.

Section 7.2 Other Schedule Matters

- 7.2.1 Open House: Teachers shall attend the annual Open House.
- 7.2.2 Closing Checkouts: A teacher whose work is not satisfactorily completed (in accordance with the administration's closing checkout list applicable to him) at the accepted closing day of school will be required to be at work until such time as all required work is satisfactorily completed.
- 7.2.3 Required Teacher Attendance: There shall be a maximum of 186 days (plus the day after Labor Day and the last day of Regents Week) of required teacher attendance, the first of which shall not be earlier than the day after Labor Day and the last of which shall not be later than June 30th; provided, however, that nothing

in this paragraph shall preclude: (i) required attendance of new teachers for orientation prior to the day after Labor Day and in addition to the 186 days; (ii) eleven month employment for agriculture teachers, guidance counselors and librarians; (iii) summer employment; or (iv) attendance by teachers on the minimum number of days during a school year necessary to prevent loss of state aid.

- 7.2.4 **Staff Development** The District will make available a minimum of 75 person days on which teachers will be scheduled for purposes of staff development. These days will be in addition to those days on which all teachers are scheduled for staff development. In addition, students in grades K through 6 will be dismissed three hours early on one of the Regents days in January and elementary teachers will have staff development on those days with a program developed by the committee consisting of one elementary teacher from each grade level and the elementary principal.
- 7.2.5 **Release Time for Grading**: At the end of each marking period elementary teachers will be free from student contact responsibilities for one-half (1/2) day for grading responsibilities. This time is in addition to time elsewhere in this Agreement.

ARTICLE 8. ASSIGNMENTS AND POSITIONS

Section 8.1 Assignments

- 8.1.1 **Notification**: Teachers will be notified in writing of their salary, the school(s) to which they will be assigned, and as far as possible, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable, and under normal circumstances, not later than 3 days before the first day of June high school examinations. Included will be the contracts for extra-duty assignments.
- 8.1.2 **Outside Certification**: Except as provided by law, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certifications and/or their major or minor fields of study. The Association shall be promptly notified of any non-certified teacher who teaches more than thirty-five (35) days in any school year.

Section 8.2 Voluntary Transfers

- 8.2.1 **Statement of Desire**: Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than January 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred in order to preference.
- 8.2.2 **Posting of Known Vacancies**: No later than March 1 of each school year, the Superintendent shall post a memorandum to all teachers listing the known vacancies which will occur during the following school year. A supplemental list of new vacancies shall be posted in all buildings by the Superintendent by April 1 and

five (5) copies of the memorandum will be sent to the Association president. Vacancies occurring during the school year shall be posted as they occur.

- 8.2.3 **Application for Vacancies:** No later than April 15 teachers may file an application for reassignment or transfer to positions listed on the supplemental list of vacancies.
- 8.2.4 **Consideration:** All pending requests for reassignment or transfer will be considered prior to the assignment of new teachers in the school system.
- 8.2.5 **No Guarantee:** Application for a transfer does not assure automatic procurement of a new position.
- 8.2.6 **Outside Tenure Area:** Teachers transferred out of their tenure area, with mutual consent, shall retain such original tenure as prescribed by law. However, if prior to the time the teacher is granted tenure in the new area, his new position is eliminated or he is not granted tenure, he shall be returned to a position in his former tenure area.

Section 8.3 Involuntary Transfers and Reassignments

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

Section 8.4 Summer School and Adult Education

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

- 8.4.2 Adult Education Meeting: Teachers shall be notified of the initial meeting for the purpose of commencing the Adult Education program.

Section 8.5 Seniority

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

ARTICLE 9. MISCELLANEOUS

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

SUBSCRIPTION

In witness of all the foregoing, the duly authorized representatives of the parties have signed their names below this 21st day of June, 1996.

EDEN CENTRAL SCHOOL DISTRICT

By

Thomas Christopher
Superintendent

EDEN TEACHERS' ASSOCIATION

By

Ronna Mae Witman
President

SICK LEAVE BANK PARTICIPATION FORM

I, _____, desire to participate in the
(print name)

sick leave bank program and authorize the Personnel Office to deduct from my
accumulated sick leave _____ * sick day(s) which is to be deposited in the Eden Central
School/ETA Sick Leave Bank.

Signature

Date

Number required by Paragraph 6.2.1

OR

I, _____, do not wish to participate
(print name)

in the Sick Leave Bank Program.

Signature

Date

MEMORANDUM OF UNDERSTANDING

During the term of the 1995-99 Agreement, the following teachers, who were previously compensated for a doctorate or a second masters, will receive a salary calculated on the salary schedule plus the amount shown opposite his/her name for each year of the Agreement.

A. Georger \$2,100

J. Gillespie \$2,100

R. Bell \$2,100

Signed *Thomas Christy* Date *6/21/96*
Superintendent of Schools

Signed *Ronna Mae Witman* Date *6/21/96*
E.T.A. President