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6008_06302005

Prattsburg Central School District And
Prattsburg Teachers Assn

THE

2001-02

2002-03

2003-04

2004-05

PROFESSIONAL AGREEMENT

BETWEEN

THE PRATTSBURGH TEACHERS' ASSOCIATION

AND

THE SUPERINTENDENT

FOR

THE PRATTSBURGH CENTRAL SCHOOL DISTRICT

RECEIVED

SEP 12 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

WITNESSETH

WHEREAS, the Prattsburgh Teachers' Association, hereinafter referred to as "The Association", and the Superintendent for Prattsburgh Central School, hereinafter referred to as "Executive Officer", have through negotiations arrived at certain agreed terms and conditions of employment and desire to reduce the same to writing and to be bound thereto for the terms set forth in this contract.

TERM OF CONTRACT

This contract shall be for the 2001-2005 school years and remains in effect until a new Agreement is negotiated to replace it.

TAYLOR LAW #204

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

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PROFESSIONAL AGREEMENT

PART 1

SALARY and BENEFITS

I. SALARY

- A. Any teacher hereafter employed upon first entering employment in this system may be granted up to ten (10) years' credit for prior teaching experience, but not tenure purposes.
- B. Credit for military service may be given not to exceed two (2) years and will be in addition to any credits allowed under ONE (A).
- C. Teachers new to the district with no prior experience shall be hired at a salary equivalent to year one (1) according to the following schedule: Credit for graduate hours and/or Master's Degree shall be added to this base in increments of three. Teachers hired as of July 1, 2001 or thereafter who are granted previous teaching experience shall be hired at a base salary computed on their years of experience as follows: (Schedule A)

(SCHEDULE A)

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Step 1	31,756	*32,867	* 34,017	*35,208
2	32,063	33,185	34,346	35,548
3	32,376	33,506	34,678	35,892
4	32,692	33,833	35,014	36,239
5	32,852	34,163	35,355	36,590
6	33,171	34,330	35,700	36,946
7	33,495	34,664	35,875	37,307
8	34,052	35,002	36,224	37,489
9	34,630	35,584	36,577	37,854
10	35,015	36,188	37,185	38,223
11	36,125	36,591	37,816	38,858
12	37,321	37,751	38,238	39,518
13	38,440	39,000	39,450	39,959

*Step 1 for years 2001-02, 2002-03, 2003-04, 2004-05 is a 3.5% increase from previous year's step 1.

1. The 2001-02, 2002-03, 2003-04, and 2004-05 salaries will respectively be the 2000-01, 2001-02, 2002-03, 2003-04 base salary (line J of the salary agreement) plus a 4.5% respectively for each year with exception of Step 1.
 2. Base pay for 2001-02 shall be \$31,756 per schedule A, step 1. Base pay for 2002-03 shall be \$32,867. Base pay for 2003-04 shall be \$34,017. Base pay for 2004-05 shall be \$35,208. If applicable, adjustments to resolve potential inequities will be made as they arise.
 3. All determinations of above will be based on the step schedule and personnel schedule dated June, 2001.
- D. Persons presently employed with twenty (20) years or more of service to this district shall be given the Master's Degree differential if they hold a Bachelor's Degree plus thirty (30) hours.
- E. Hours beyond a Bachelor's Degree must be graduate level courses leading to certification, a Master's Degree or Doctorate in the field in which the person is teaching or courses approved with prior permission from the Superintendent.
- F. February 15th and September 15th shall be the only points at which payment for extra hours commences.
- G. A six hundred dollar (\$600.00) stipend for a Master's Degree will be paid for a Masters in the field in which the person is teaching in 2001-02, 2002-03, 2003-04, 2004-05.
- H. Burden of proof for prior teaching experience, military service and extra hours shall be the responsibility of the individual teacher
- I. All teachers now employed shall receive no less than their present salary for their current teaching position.
- J. All full-time ten month teachers that were employed at this school district during the year 2000-01 shall have their salaries increased for the school years 2001-02, 2002-03, 2003-04, and 2004-05 by 4.5% for each school year

respectively of their base salary including hours for each year. These increases will not apply to the Master's Degree, if any, held by a teacher. Teachers teaching less than full-time or more than ten months will have their salary pro-rated on a ten (10) month basis.

K. The amount to be paid per new credit hour in increments of three (3) credit hours shall be the previous year's rate increased by the same percentage as negotiated for salary. (2001-02 rate \$58.27; 2002-03 rate \$60.89; 2003-04 rate \$63.63; 2004-05 rate \$66.49).

L. **Staff Development Instructor:** A \$20.00 per hour stipend will be paid to the Instructor for in-service programs taught outside of the normal school hours.

M. Credit shall be given for participation in in-service programs offered through the Teacher Center, Prattsburgh Central School, and others with prior approval of the Superintendent.

1. Credit shall be awarded using the formula of 15 hours of class time equals one graduate credit.
2. For the purposes of compensation, these credits shall be treated as regular graduate hours.
3. In-service programs must relate to the teacher's classroom performance and/or academic area(s).
4. Any question concerning the relevancy of a given course to a teacher's curriculum shall be determined by the administration prior to taking the course.

II. **EXTRA-CURRICULAR PAY**

- A. A contract for extra-curricular assignments and a detailed job description shall be issued with the teacher's statement of extra-curricular pay.
- B. The selection of extra-curricular assignments shall be solely the prerogative of the administration. Neither seniority nor tenure apply to these positions. (exception as noted in article E).

C. All faculty members shall have priority before extra duties are assigned to persons outside the school.

EXTRA-CURRICULAR ACTIVITIES

	2001-02	2002-03	2003-04	2004-05
<i>DRAMA CLUB</i>	<i>8500</i>	<i>900</i>	<i>1000</i>	<i>1100</i>
<i>Chess Club</i>	<i>300</i>	<i>300</i>	<i>350</i>	<i>350</i>
Director of Athletics	\$1200.	\$1300.	\$1400	\$1500
Director of Music/Band	1200.	1300	1400	1500
Colorguard (street director)	600.	650	700	750
Yearbook	1200	1300	1400	1500
Class Play (Seniors)	800	900	1000	1100
Academic All Stars	800	900	900	1000
National Honor Society	375	375	425	425
Student Council	1200	1300	1400	1500
Yorkers	125	125	125	125
FBLA	125.	125	125.	125
Computer Club	175	175	225	225
Varsity Club	250	250	300	300
Viking Press	300	300	350	350
Jr. High Math Counts	275	275	325	325
Class Advisor (each advisor)				
Grade 7	300	300	350	350
Grade 8	300	300	350	350
Freshman	300	300	350	350
Sophomore	300	300	350	350
Junior	450	450	500	500
Senior	725	725	775	775

ATHLETICS (SECTION V)

Group A, Base + \$70 per week

- Boys' Basketball
- Boys' Baseball
- Boys' Soccer
- Girls' Basketball
- Girls' Softball
- Girls' Volleyball
- Girls' Soccer
- Boys' Tennis
- Girls' Tennis
- Cheerleading

Group B, Base + \$65 per week

- JV Boys' Basketball
- JV Girls' Basketball
- Modified Boys' Basketball
- Modified Girls' Basketball
- Modified Boys' Soccer

Modified Girls' Soccer
 Golf
 Track

Group C, Base + \$45 per event
 Boys' Volleyball
 Ski club
 Badminton
 Gymnastics
 5th and 6th grade Basketball

The base salary for athletic coaches will be figured on a step system. Step 1 will be for year 1-3. Step 2 will be for years 4-7. Step 3 will be for years 8+.

	Step 1				Step 2			
	01-02	02-03	03-04	04-05	01-02	02-03	03-04	04-05
Group A	861	900	941	983	955	998	1043	1099
Group B	526	549	574	600	575	601	628	656
Group C	230	240	251	262	259	271	283	296

	Step 3			
	01-02	02-03	03-04	04-05
Group A	1049	1096	1146	1198
Group B	594	620	648	677
Group C	No Step	No Step	No Step	No Step

1. Base will increase with salary as per the negotiated contract settlement 4.5%, for each year effective with the 2001-02, 2002-03, 2003-04, 2204-05 contract years.
2. Any new sport will be categorized in the appropriate group by the Director of Athletics and the Administration by giving consideration to the following prerequisites:
 - a. Length of recognized season
 - b. Number of practices
 - c. Number of students involved
 - d. Number of events
3. Salaries shall be calculated on the basis of the number of weeks in the season. The time period shall include the first day of the Section V recognized practice through the last regularly scheduled contest. Additional time shall be granted for any sectional competition in which a coach has a team participating. A partial week shall be counted as a full week.
4. Upon approval of the Administration, JV coaches will be compensated as per weekly JV stipend for assisting in practice and for participation in sectional events.

5. The cost of an individual to secure a coaching certificate will be paid by the Board of Education. Prior approval must be obtained from the Administration.

D. Compensation for the following extra-curricular duties will be made according to the schedule below. Assignments for these positions are subject to administrative approval and in accordance with Article E which follows:

Scorers, Timekeepers, Chaperones, Supervisors and Ticket takers	\$15.00 per game at home
Scorers, Timekeepers, chaperones Supervisors, Ticket takers	\$17.00 per game away
Supervisors for Band/Music events and other extra curricular activities or athletic events.	\$30.00 per event

E. Extra duties will be voluntary except when extra curricular duty is assigned as a condition of employment upon being hired to a specific teaching position (i.e. coaching, band director, senior play director, etc.). If there are no volunteers for an activity, a list will be made up of those employees who have not volunteered for any extra duties. The list will place those employees who have not volunteered for an extra duty on the list in reverse order of seniority. Employees who have volunteered for extra duties will only be involuntarily assigned to an extra duty as a last resort. An involuntary assignment will require at least forty-eight (48) hours notification.

PAYROLL DEDUCTIONS FOR DUES

A. The Board of Education of Prattsburgh Central School shall deduct, upon request of the association, from the salaries of its employees dues for the Prattsburgh Central School Teachers' Association in accordance with the Taylor Law and hereinafter specified. Dues deduction will be made from each employee's check, and the Board shall transmit the monies after each deduction to such association or associations. Teacher authorizations may be at any time and shall be in writing in the form set forth by the Prattsburgh

Teachers' Association or on forms supplied by the Prattsburgh Board of Education.

B. AGENCY FEE

1. On and after the date of this agreement any agreement between the Board and any individual member of the teacher's unit regarding the terms and conditions of their employment shall be expressly subject to this agreement.
2. Membership in the Association shall at all times be open to all members of the bargaining unit regardless of race, creed, gender, marital status, color, political affiliation or national origin.
3. Membership in the Association shall not be, a condition of employment or a preference in employment nor a condition of, or a preference in, the continuation of employment of any person.
4. It is recognized that the proper negotiation and administration of collective bargaining agreements on behalf of public employees entails expense to the Association, the exclusive representative of the employees in the bargaining unit and that said expense should be shared by all employees in the unit benefiting from such agreements.
5. To provide for the fair and equal distribution of the financial burden of negotiation for the members of the teachers' unit and administering the agreement so negotiated and providing the supportive services necessary therewith, it is agreed that no employee in the bargaining unit shall be permitted to continue in such employment beyond the 30th calendar day after the date of his employment or the effective date of this Agreement, whichever is later, unless by then he has become and thereafter during the term of his employment in the faculty unit shall remain a member of

the Association as exclusive recognized representative, or in the alternative, shall execute and maintain in full force and effect during the term of his employment in the faculty unit, an authorization for the deduction from his or her salary and payment to the Association of an amount equivalent to the local dues only from time to time set and specified by the Association.

IV. HEALTH and LIFE INSURANCE

A. The Board of Education will provide the full cost of health insurance coverage under either the Blue Cross/Blue Shield Regional plan or another Plan equivalent to or better than the benefits of the new York State Blue Cross/Blue Shield Regional Plan, of the Board's selection, (hereinafter referred to as the Equivalent Plan) with one hundred percent (100%) of both the individual and family plan premiums being paid by the District for bargaining unit employees hired before July 1, 2001. Only employees hired July 1, 2001 and after must contribute 5% co-pay of the total premium for their health. If the employee opts to not be covered under the health insurance benefit plan, a waiver needs to be filed by the employee no later than August 1 of the present school year. Coverage will then be discontinued from September 1 to the following August 31. A \$700 reimbursement will be paid to the non-covered employee during June of that present school year. Evaluation of the family policies regarding the waiver option will be the sole responsibility of the individual faculty member(s) involved. The employee has an option to re-enroll into the district's health insurance plan at any time forfeiting any claim to the \$700 fee waiver.

- B. The District will provide a district reimbursement dental plan through Blue Cross/Blue Shield for employees. Employees are responsible to pay the dentist for services rendered and then submit to the administrator of the plan a claim for partial reimbursement in accordance with Schedule B
- C. When a teacher has exhausted his/her accumulated sick leave as a result of an extended illness, and where all paid leave benefits under the Family Medical Leave Policy have been exhausted, he/she may request a leave of absence so that he/she can pay his/her own full premium during the leave of absence.
- D. Life Insurance – The Board of Education will provide full cost of a five thousand dollar (\$5,000.00) life insurance policy with double indemnity.
- E. If the board elects to participate in the Equivalent Plan rather than the Regional Blue Cross/Blue Shield program, the following shall apply.
- a. There shall be no loss of benefits, coverage or enrollment eligibility for any person as a result of the change from the Regional Plan to the Equivalent Plan.
 - b. If the Equivalent Plan, rather than the regional Plan is selected, any Complaints under the Equivalent Plan with respect to its interpretation or application shall be subject to the contractual grievance procedure. An alleged improper claim payment, however, can only be grieved after the claimant has used the redress procedure in the Plan document. The Equivalent Plan will not be implemented until the Plan document is Finalized and reviewed by the Association. If there is disagreement between the Association and the District as to equivalency of the coverage, the questions may be submitted directly to Arbitration for an expedited interpretation.
- F. Upon retirement from the district and having served a minimum of ten (10) Years in the district, and having been hired before July 1, 2001 the District will provide health insurance and dental coverage at no premium to the retired teacher. Teachers hired after July 1, 2001 will co-pay 5% of the district's insurance plan premium. When the retired teacher reaches Medicare eligible age he or she is required to participate in Medicare part (A) and has an option to participate in Medicare part B coverage. The District Retiree Plan (see Exhibit 1) becomes secondary coverage. In the event of the death of a retiree, his/her spouse is entitled to continue Health Insurance coverage under the district's plan at his/her own expense (single plan only).

G. Notification to Retirees: The district will notify retirees and explain all negotiated changes in medical insurance coverage, when applicable.

V. TEACHER PERSONAL LOSS

A. The Board agrees to save harmless from any financial loss including reasonable attorney's fees arising out of any claim, demand, suit, or judgment by reason of any act or omission to act, by such teacher within or without the school building, provided such teacher at the time of the act or omission complained of was serving within the scope of his employment or under the direction of the Board and/or its agents.

B. The Board and the Association shall each periodically contribute to maintain a balance of \$600 in a fund for the purpose of reimbursing any teacher for personal loss or damage occurs within the normal scope of his employment. No one claim shall exceed the sum of fifty dollars (\$50.00). A designated representative of the Association and a member of the administration shall administer the payments from this fund and shall determine the validity of any and all claims made and the amounts up to fifty Dollars (\$50.00) to be paid for any such claim.

VI. PAYROLL DEDUCTIONS FOR CREDIT UNION

The Board of Prattsburgh Central School shall deduct upon request in writing from the salaries of its employees specified sums (amount specified by each employee) to be deposited in the Credit Union. Such deductions will be made from each employees' check and the board shall transmit the monies after each deduction to the Credit Union. The request may be withdrawn at any time upon written notification by the employee

Exhibit 1

DISTRICT RETIREE PLAN:

Benefits include:

Blue Cross:

70 Day Hospital,
Outpatient Diagnostic,
\$2 Generic / \$10 Brand Drug Card

Blue Shield:

Select Blue

Master Medical: \$50 Deductible

Blue Cross/Blue Shield: Dental

Benefits not included:

The benefits which would be deleted from the present plan include:

Elective Sterilization,
Nursery Care,
Student to age 25,
Chiropractic Care

PART II

GENERAL TERMS and CONDITIONS OF EMPLOYMENT

I. TEACHING HOURS OF EMPLOYMENT

- A. Each teacher shall be present at 8:00 a.m. and in his or her teaching station (homeroom, office, etc.) and remain until dismissal time 3:10 p.m. Upon advance notice faculty meetings will be scheduled for a thirty (30) minute period after school, not to run past 3:30 p.m.
- B. Each elementary teacher will be scheduled by the administration at least 41 minutes for lunch. The time is to be scheduled during the normal serving time in the cafeteria (10:45 a.m. through 1:15 p.m.) Also each elementary teacher will be scheduled an additional forty-one (41) minutes free of teaching supervision each day.
- C. Each secondary teacher (full-time) will be given the following teaching schedule approved by the administration:
1. Six 41 minute teaching periods including laboratory periods. A study hall or other alternative learning setting may be assigned in place of one of the six 41 minute teaching periods.
 2. One 41-minute period for lunch during normal cafeteria serving time will be provided.
 3. One 41-minute period free of teaching supervision shall be provided to each teacher during each teaching day.
 4. The remainder of the time in each teacher's schedule is to be considered as a non-teaching period of time to be used for conferences with students, parents, administration, teacher planning and evaluations in the classroom.
- D. No teacher shall have playground or cafeteria duty.
- E. Participation in a Professional Development Program outside normal teaching hours as described in Part II Section A will be voluntary. Effective February 2, 2004 and thereafter, teachers receiving a provisional certificate

must complete 175 hours of professional development training every five years to maintain their teaching certificate in good standing.

II. TEACHER ASSIGNMENT

A. Tentative course assignment for the new school year will be made prior to the last day of the present school year. In the event of a need for a change in course assignment the teacher involved will be notified and called in for consultation prior to thirty-one (31) days before the first day of the new school year.

B. A non-teaching period is a preparation, conference, planning, and remedial instruction period. Therefore, a regular teacher will not be asked to take over a class for a teacher who is absent for the day. Permissible exceptions to the required lunch period and free period shall be only when an emergency arises such as no substitute being available. Each teacher shall be free to leave the school building during his lunch period and on his free period and each teacher so leaving shall advise the office of his intended whereabouts.

C. Planning

1. All teachers shall have available lesson plans for one (1) substitute to cover a period of one week.

2. An overview or course outline of each class taught may be requested by the Principal to be on file in the school office.

III. DISTANCE LEARNING PROGRAM: For those teachers involved with the distance learning project, the following shall apply:

a) DLP classes shall be taught by teachers certified in the areas they will be teaching or in an approved incidental teaching assignment.

b) Assignments to DLP classes shall be mutually agreed upon between the administration and the teacher who may be assigned to teach a DLP class.

- c) No teacher will be assigned to teach a DLP course without proper in-service training. The in-service credit will be awarded under the terms of this contract.
- d) There shall be no additional compensation for teaching a DLP class unless it is taught outside of the seven (7) hour ten (10) minute workday.
- e) The DLP program shall not adversely affect the preparation time or workload of the DLP instructor or the rest of the unit members.
- f) Evaluations of teachers teaching DLP classes shall be in accordance with the contract provision of the district where the course originates. Tapes of lessons shall not be used for evaluating. Evaluators shall observe the teacher's class, rather than monitoring the television.
- g) The district will provide someone to operate the transmitting equipment for the teacher transmitting the lesson when requested by the teacher.
- h) The district receiving the transmitted lesson shall assume full responsibility and liability for the supervision of students in the receiving school.

IV. SUBSTITUTES

The Board shall make every effort to hire a substitute teacher for every teacher absent and also to provide a substitute qualified to teach the subject area for the absent teacher. The absent teacher shall be personally responsible for the provision of a lesson plan, and class lists for the first day of each absence.

V. TEACHER EVALUATION AND RECORDS

The chief purpose of the evaluation of the teaching staff shall be (a) to maintain a highly qualified, competent staff, (b) to promote its continuing development, and (c) to determine continuation of employment. To further these purposes, the Administration responsible for the evaluation of teachers shall acknowledge the right of the teacher to:

1. Know how well he/she is performing the duties and responsibilities of his/her position.
2. Know the areas in which improvement is needed.
3. Have candid appraisal of his/her work.
4. Discuss his/her evaluation reports with his/her supervisor.

5. Seek and receive supervisory assistance where needed.

6. Be given the opportunity to improve his/her performance in accordance with positive, reasonable suggestions by the Administrator to improve said performance.

A. Non-tenured teachers shall be evaluated at least two (2) times per year.

Teachers new to the district shall have at least one (1) of those evaluations completed during the first twenty (20) weeks of their employment.

B. Tenured teachers shall be evaluated at least once every two (2) years.

C. Teachers may request additional evaluations for specific problems or needs.

D. 1. Each written evaluation must be based on an observation of at least twenty minute duration. After each evaluation a conference with the teacher will be held within ten (10) school days. At these conferences the evaluator will discuss the completed evaluation with the teacher. The teacher will receive a copy of the evaluation. Teachers will be allowed to be accompanied at these conferences by a representative of his or her choice.

3. Teachers are required to sign the evaluation. The teacher's signature does not constitute either approval or disapproval of the evaluation. Teachers may, if they wish, add their comments in the appropriate place on the evaluation form.

4. A teacher will have ten (10) school days after a conference to respond to an evaluation. Evaluator has four (4) school days to respond to the teachers' response. These days can only be extended in the event that either party is absent from work. After the teacher has had the opportunity to make a second response, no written communication will be allowed on the evaluation in question.

E. All formal monitoring or observation of the work performance of a teacher will be conducted openly with full knowledge of the teacher as defined in "D-1".

F. Notification of a ten (10) school day period in which an observation will take place shall be given each non-tenured teacher prior to his/her formal evaluation.

G. Formal evaluation of the teacher shall be done only by the individual certified in either supervision or administration.

- H. Any information used to evaluate a teacher's performance other than the above formal evaluations must be fully documented and must be handled consistent with V-J-K.
- I. Review of Performance file —There will be only one official teacher performance file on each teacher. A teacher will have the right, upon twenty-four (24) hours notice, to review the contents of his performance file and to make copies of any documents therein. A teacher will be entitled to have a representative of the Association accompany him during such review. Only those personnel who have an official right and reason for so doing may inspect a teacher's file and said file shall not be open to public inspection except upon specific consent by the teacher and the Association. Excluded from the teacher's review will be pre-hiring and confidential material.
- J. No material derogatory to a teacher's contract, service, character or personality, will be placed in his/her performance file unless the teacher has had an opportunity to review the material and unless fully documented. The teacher will acknowledge he/she has had the opportunity to review such materials by signing the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher also has the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent and attached to the file copy.
- K. No teacher will be disciplined, nor for disciplinary purposes, reduced in rank, compensation, or deprived of any professional advantage without just cause or due process of law.

VI. LEAVE OF ABSENCE / SICK LEAVE

- A. Under the provisions of the Family and Medical Leave Act of 1993 and district policy, an employee may use personal/sick leave to care for an ill spouse, child or immediate parent, subject to the approval of the Superintendent.
- B. Each teacher will be granted 1.5 days per month for illness with full pay.* Any unused balance will be cumulative in case of illness of the teacher up to 200 days. Fully accumulated leave shall be retroactive as of July 1, 1959, in this school system. Any teacher accumulating sick days in multiples of five (5) during the school year will be given one (1) extra sick day for every five (5) days not used up to a maximum of three (3) days. When a teacher has accumulated 200 days unused sick leave a stipend of \$30 per day for any days unused over the 200 day requirement (contract 15 sick days, 3 bonus days and 3 personal days totaling 21 maximum days per year) will be paid to the teacher during the following school year on/or before October 1.
- C. Sick Leave Buy Out: A teacher accumulating a minimum of 180 days and up to a maximum of 200 days will be paid \$25.00 for each sick day prior to December 31st of the year he/she retires. The employee may elect to divert a portion or all of the buy-out monies to cover his/her co-pay insurance obligations, if applicable.
- D. The Board reserves the right to request a medical certificate.
- E. The use of personal leave (paid or unpaid) of one (1) to three (3) days for purposes of extending a vacation period or holiday weekend is limited to one (1) occurrence per year, and is subject to the approval of the Superintendent.
- F. A total of three (3) days with pay for illness in the family, bereavement, court appearances and personal business will not be deducted from sick time.

Personal days not used during the school year shall be added to the teachers' sick days at the year's end. The granting of additional days for bereavement is subject to approval of the Superintendent.

- G. Written notice for personal leave shall be submitted to the Superintendent three (3) days in advance except in case of emergency where advance notice cannot be given.
- H. On the job injuries – any teacher injured while on the job is entitled to his/her full salary for the duration of the contract period. This is not to be deducted from regular sick leave. *

*In any school year an employee may use up to his 15 days in advance, subject however to having the same deducted from his/her final paycheck if he/she terminates employment prior to the end of the school year.

- I. A one-year leave of absence without compensation shall be granted any tenured teacher at the discretion of the Superintendent. District Health insurance benefits may be continued at the employee's own discretion and expense while on leave.
- J. A leave of absence without pay shall be granted when requested for a period not to exceed two years for maternity leave at the discretion of the Superintendent. District Health insurance benefits may be continued at the employee's own discretion and expense while on leave.
- K. No deduction shall be made because of attendance by authorized delegates to any national or state representative assemblies held by National or State affiliates of the Prattsburgh Teachers' Association or to the House of Delegates of the New York State Teachers' Retirement System.
- L. The Board of Education reserves the right to decide all other cases of leave on their individual merit.

M. The District will provide an annual notification of sick leave day accumulation upon presentation of individual annual salary agreement.

N. Visitation days may be granted to teachers for the purpose of developing further knowledge and teacher skills. These will be granted by the Superintendent under the following circumstances:

1. Submit written request by teacher three (3) days in advance stating place of visitation and reasons for requesting visitation:
or
request made by administration for a teacher to visit a certain school for the purpose of developing and learning skills related to present program. Teacher should be notified three (3) days in advance.
2. Area of visitation has to relate directly to the teacher's own progress.
3. Visitation days will be granted upon the approval of the Superintendent. It is to be understood that approval will be made only when substitutes are available and when visiting schools have been contacted and arrangements have been cleared with the administrator of the school to be visited.
4. No visitation days are to be subtracted from accumulated sick leave.
5. A written report giving a summary of the visitation is to be prepared by the teacher and given to the Superintendent within five (5) days from the visitation day.

O. Salary placement for a teacher returning from an unpaid leave shall be as follows:

1. A teacher returning from an unpaid leave who was on leave for the equivalent of a semester or less shall be treated for salary purposes as if he/she had taught the entire year.
2. A teacher returning from an unpaid leave who was on leave for more than the equivalent of a semester shall be paid a returning salary equivalent to that which a teacher with the same number of years' experience and educational preparations is paid.
 - a) Example: A teacher on leave for one semester who is on "step 8" when he/she leaves will return on "step 9" at a salary equal to that which a teacher on "step 9" would earn. A teacher who is out two (2) full years who was on "step 10" when he/she leaves will return at a salary equal to that which a teacher on "step 11" would earn.

VII. SABBATICAL LEAVE

The Board of Education may grant Sabbatical Leave of Absence to members of the Professional Staff of the Prattsburgh Central School District upon recommendation of the Superintendent. Such leave shall be predicated upon the assurance that the professional qualifications and competence of the staff member in this assignment in this District will be improved.

A. Conditions and Requirements for Qualification

1. Applicant must have been in the employ of the Prattsburgh Central School District for at least seven (7) years, not necessarily consecutive, during which full-time service must have been rendered.
2. A sabbatical leave may be granted for not less than one (1) full semester nor more than two (2) consecutive semesters.
3. Upon request the applicant shall file with the Superintendent a written agreement stating that he will remain in the service of the Prattsburgh Central School District for a period of one year after termination of the Sabbatical Leave.

B. Purpose of Sabbatical Leave

Sabbatical Leave is given to allow a professional employee time to engage in activities designed to improve his/her ability to render educational services.

Such improvement will be achieved by formal study, research or travel through only recognized and accredited colleges and universities.

C. Applications

1. The application form used for a Sabbatical Leave shall be supplied by the Prattsburgh Board of Education after it has been approved by the Prattsburgh Teachers' Association.
2. The applicant shall include with his applications:

FOR FORMAL STUDY --

A program of work or of recognized courses in which the applicant will participate.

RESEARCH and WRITING

An outline of the proposed project with a statement indicating its value.

TRAVEL

The proposed itinerary together with the professional objectives.

3. All applications for Sabbatical Leave must be filed with the Superintendent not later than January 1 of the school year proceeding the year during which the leave would begin.

D. Approval

1. The total number of staff members on leave at any one time shall not exceed one.
2. If more than one teacher applies for a Sabbatical Leave in any one-year, preference shall be given to the teacher with the most full-time service in the District.

E. Compensation

1. The compensation of the staff member on Sabbatical Leave shall be on the following basis:
One Semester - Full Salary Rate
Two Semesters - One-half Salary Rate
2. The compensation of the staff member on Sabbatical Leave will be made in accordance with the regular provisions for payment of salaries to members of the professional staff. Recipients will keep the Superintendent informed about his current address.
3. Any teacher granted leave, who during such leave engages in employment not approved by the Superintendent shall be deemed to have resigned.

F. Reports to the Superintendent

1. A report containing such information as will enable the Superintendent to determine that the leave is being used in the proper manner shall be filed at the midpoint of the leave.
2. A final report shall be filed with the Superintendent at the completion of the leave.

G. Failure to Complete Requirements

1. In the event that the Superintendent finds that an employee is not fulfilling the agreement the entire sum paid by the Board shall become due for refund to the District and future payment shall cease.

2. If the employee completes the program satisfactorily, but does not return to the Prattsburgh Central School as agreed, he shall repay within two (2) years the entire sum received by him during the leave. The Board will waive this condition if the employee becomes incapacitated and cannot work.

H. Return to Service

Upon expiration of the leave, the employee shall be restored to his position or a position of like nature, seniority, status and pay, providing the employee remains eligible under the rules and regulations of the Board of Education.

VIII. PRIMACY OF INSTRUCTIONAL PROGRAM

- A. The parties agree that optimum school facilities for both the student and the teacher are desirable to insure that high quality of education to which each is committed. Further, the responsibility of the teacher is to teach and the organization of the school, the school day and the teachers' assignments will be directed towards insuring that the energy of the teacher is utilized to this end.
- B. The learning process is the primary function of the school and supportive personnel will reasonably arrange their work so as to avoid interruption or disturbances of classes in session.

IX. TEACHER RECRUITMENT

- A. All professional classroom staff openings must be filled by persons certified in the area in which they will be teaching.
- B. The Chief Executive Officer hereby declares his support of a policy of filling vacancies from the existing teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and solicit applications from interested teachers. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district and other relevant factors. A teacher may file an application for a position at any time whether a vacancy exists or not and

such application shall be kept in the Superintendent's office and shall constitute an application at any time a vacancy occurs. It shall be the Association's duty to provide the Superintendent at all times with a representative of the Association whom the Superintendent can contact to advise of a vacancy and who shall thereupon be responsible to advise all interested teachers in the Association of the occurrence of such vacancy. All members of the Association shall have the right to apply and be considered for the vacant position, for a period of thirty (30) days upon receipt by the Association of notification of such vacancy unless the same occurs less than thirty (30) days prior to the commencement of school on September first. In such event members of the Association shall have a time limit of the number of days from notification to the beginning of the semester or fourteen (14) days, whichever is greater.

X. TEACHERS RIGHTS OF CITIZENSHIP AND PERSONAL FREEDOM

- A. Teachers shall be entitled to their full legal rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher so long as such activities are legally authorized by law and so long as the same does not concern the education of the students. Consistent with the Code of Ethics of the Education Profession the private and personal life of any teacher is not within the appropriate concern or attention of the Board insofar as the same does not adversely concern the education of the students.
- B. The Board hereby agrees that every teaching employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual

aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by the statutes and Constitutions of the State of New York and the United States; that it will not discriminate against any teacher with respect to hours, wages or any other terms of conditions of employment by reason of his membership in the Association of negotiations with the Board or his participation in any grievance, complaint or proceeding under this agreement.

C. Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning study subjects only to accepted standards of professional educational responsibility and as allowed by law.

XI. USE OF SCHOOL FACILITIES

Teachers and Teachers' Association shall have the rights to use school buildings without cost at reasonable times of the day or evening for meetings and other business provided that such use will not conflict with previously scheduled school events. The Superintendent will be notified in advance of the time and place of all such meetings. Such notice shall be given not later than the close of school on the date of any such meetings. Such notice shall be upon the form request presently used and shall be submitted in the manner presently followed.

There are presently faculty bulletin boards in each school building in the school system for the exclusive use of the teachers and the same shall be continued. Their number and location shall not be changed except by mutual consent. At least one faculty bulletin board will be installed in any new building at a location agreed upon by the parties hereto. Teachers may use intraschool mail facilities and faculty mailboxes subject to administrative approval. The Prattsburgh

Teachers' Association shall be permitted, at its own cost and expense, to maintain a telephone for its own private use in the building. The superintendent agrees to cooperate with the Association in providing an area for the installation of such telephone. It is understood between the parties that access to this area may be restricted to prevent abuse of the telephone, but it is agreed that legally access to this area cannot be exclusive to Association members.

The Association shall be allotted at least ten (10) minutes at the end of any scheduled faculty meeting to conduct its business with members of the bargaining unit.

Teachers will be allowed to use the photocopying and printing equipment of the school without charge except for supplies. Teachers shall have the right to sign out and use in accordance with district procedures calculating equipment and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use and when the use by them will not be detrimental to the educational program. The Board shall provide separate lunchroom, restrooms, lounge and lavatory facilities for the teachers.

XII. RETIREMENT INCENTIVE

- A. Any member of the bargaining unit who retires and who meets the eligibility requirements specified in this article shall be paid a lump sum payment of fifteen thousand dollars (\$15,000.00). The district shall report the fifteen thousand dollars (\$15,000.00) as earnings for the last school year worked by the teacher and shall make payment to the teacher on or before December 1st of the calendar year in which he/she retires.
- B. In order to be eligible for this benefit a bargaining unit member must:
 - 1. Have served in this district for at least twenty (20) years and must have obtained the age of 55 years.

2. The teacher must have notified the district of his intention to take the retirement benefit not later than June 15th of the year preceding the year in which the teacher becomes eligible for such retirement that the teacher will, in fact, take such retirement.

XIII. SCHOOL CALENDAR

- A. The Administration and representatives from the Association will meet prior to the month of June for the purpose of reviewing the school calendar for the next school year.

XIV. TEACHER ASSOCIATION and BOARD RIGHTS

- A. The Superintendent or his designee shall meet at a time designated by him once in each month with a committee designated as the Professional Committee consisting of not more than three (3) teachers from the school selected or appointed by the Association to discuss school operations and questions relating to the implementation of this contract. Proposed changes in existing policies and procedures and new policies and procedures for each school may be discussed at such meetings including plans relating to any new construction of school facilities, for the purpose of obtaining suggestions and recommendations in an orderly manner from teachers involved. It is understood that changes in existing policies and implementation of new policies shall not be in violation of the terms of this contract.
- B. By ratifying this agreement the Board shall take no action in violation of the terms of this contract and the Board's refusal to submit such violation to all provisions of the Grievance Procedure as noted in this Contract and to abide by the results thereof shall be considered a breach of contract by the Board and shall allow any teacher to terminate his contract at any time thereafter without penalty. This remedy in no way limits the use of any further remedy by individual teachers or the Association.

- C. The Board shall make available to the Association upon request any and all information, statistics and records which the Association may deem relevant to negotiations or necessary for the proper administration or enforcement of this contract.
- D. Whenever the Board is considering a proposed School Budget it will give notice to the Association prior to any decision with respect thereto and will give the Association the opportunity to meet with either the Financial Committee of the Board or such other representatives as the Board may select to discuss the Board's contemplated proposed budget.
- E. The Board shall permit the President of the Association or his designate, four (4) paid teaching days of his choice, per semester, to carry out Association business. However, the Association will pay for the salary of the substitute who replaces the President or designate attending such activities. The President of the Association shall be allowed to visit schools to investigate working conditions, teacher complaints or problems or for purposes relating to Association affairs.
- F. Whenever members of the negotiating unit, including Association representatives, are mutually scheduled by the parties to participate during working hours in conferences, meetings or in negotiations they shall suffer no loss in pay or leave.

XV. GRIEVANCE PROCEDURE

Section 1 – Purpose

It is the purpose of this procedure to secure at the lowest possible administrative level equitable solutions to alleged grievances through procedures under which a teacher with or without the assistance of the Association may present grievances free from coercion, interference,

restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section 2 – Definitions

2.1 -- A Grievance is a claim by any teacher based upon any event or condition which is claimed to individually adversely affect that teacher and which is not properly the subject of negotiation pursuant to the Taylor Law. Such condition or event may include, but is not necessarily limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations, this agreement, school policy, regulations, directions, orders, work rules, procedures and practices and customs of the district.

2.2 -- The term Supervisor shall mean any department chairman, principal, assistant principal, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.

2.3 -- The Chief Executive Officer is the Superintendent of the district.

2.4 -- Association shall mean Prattsburgh Teachers' Association

2.5 -- Aggrieved Party shall mean any person in the negotiation unit qualified to file a grievance. The Association may assist an aggrieved party at any stage of the proceedings, including appearing with him/her at all proceedings, but shall not itself be considered an aggrieved party so as to carry on grievance procedure without the participation of the original grievant except where the Association has initiated a grievance claiming

that a negotiated term of this contract has been violated by the Administration or the Board to the equal detriment of all teachers in the negotiating unit.

2.6 -- Party in interest shall mean any party named in a grievance who is not the aggrieved party.

2.7 -- Hearing Officer shall mean any individual or board charged with the duty of rendering decision at any stage on grievances hereunder.

Section 3 – Procedures

3.1 -- Except at the informal stage all grievances shall be written and shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc. involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2 -- Except for the informal decisions at Stage 1A all decisions shall be rendered in writing at each step of the grievance procedures setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the teacher and the Association if requested by the aggrieved party.

3.3 -- If the Association is a grievant according to Section 2.5, above its grievance may be submitted directly at Stage 2 described below.

3.4 -- Classes will not be interrupted and students will not be involved in any grievance unless essential witnesses and only upon agreement of the Administration, the Board and the Association.

3.5 -- The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

3.6 -- Except as otherwise provided in Articles 5.1A and 5.1B an aggrieved party and any party in interest shall have the right at all stage of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf of the proceedings made at each and every state of this grievance procedure. The method of taking minutes and the hiring of any person to take such minutes shall be by mutual agreement of the Association and the Board. The cost of any minutes taken shall be borne equally by the Board and the Association.

3.7 -- No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any members of the administration against the aggrieved party, any party in interest, and representative, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

3.8 -- Forms for filing grievances, serving notices, taking appeals and making reports and recommendations and other necessary documents will be developed by the Association and approved by the Superintendent. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

3.9 -- All documents, communications and records dealing with the procession of a grievance shall be filed separately from the personnel files of the participants.

3.10 -- Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate members of the administration and having said matter informally adjusted. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

3.11 The grievant may have legal counsel of his own choosing or may request the Association to provide a representative to represent him at Stages I, II and III of this procedure.

3.12 -- If any provisions of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force effect.

3.13 -- The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievances Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may then Stage IA and all written decisions at all stages. Official minutes

will be kept at Board and Association expense equally of all proceedings in Stages 2,3,and 4. A copy of such minutes will be made available to the aggrieved party and his representative within five (5) days after the conclusion of hearings at Stages 2,3, and 4. The aggrieved party will advise the appropriate hearing officer of any claimed errors in said minutes in writing within three (3) days after receipt of the minutes. Any such claim of error in the minutes shall become part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Association and the Board, but shall not be deemed a public record.

- 3.14 - The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not in any manner impair or limit the right of any teacher to pursue any other remedies available in any other form.
- 3.15 - A detailed outline delineating the line and staff chain of command affecting those who could use this grievance procedure will be attached to and made a part of this grievance procedure.
- 3.16 - Any teacher to whom Level I does not apply shall have immediate recourse at Level 2 of the Grievance Procedure.

Section 4 - Time Limits

- 4.1 - Since it is important to good relationships that grievance be processed as rapidly as possible every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

4.2 -- No written grievance will be entertained as described below and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty-five (25) school days including summer after the teacher knew or should have known of the act or condition on which the grievance is based, school days to be considered as actual working days and exclusive of vacation periods.

4.3 -- If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

4.4 -- Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

Section 5 -- Stages of Grievance

5.1 -- Stage 1: Supervisor

- a. A teacher having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but in arriving at his decision will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the aggrieved party submits the grievance through a representative, the aggrieved party must be present during the discussion of the grievance.

- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor within three (3) school days. After the written grievance is presented to him the supervisor shall without any further consultation with the aggrieved party or any party in interest render a decision thereon, in writing, and present it to the aggrieved party and his representative.

5.2 – Stage 2: Chief Executive Officer

- a. If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage I may be filed with the Chief Executive Officer within five (5) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- b. Within five (5) school days after receipt of the appeal the Chief Executive Officer or his duly authorized representative shall hold a hearing with the aggrieved party, his/her representative and all other parties in interest.
- c. The Chief Executive Officer shall render a decision in writing to the aggrieved party and his representative within ten (10) school days after the conclusion of the hearing.

5.3 – Stage 3: Board of Education

- a. If the aggrieved party is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained

by the Chief Executive Officer may be available for the use of the Board of Education.

- b. Within fifteen (15) school days after receipt of an appeal the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within ten (10) school days after the conclusion of the hearing the Board of Education shall render a decision in writing on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

5.4 -- Stage 4: Arbitration

- a. After such hearing if the aggrieved party is not satisfied with the decision at Stage 3 he may submit the grievance to arbitration.
- b. Within five (5) school days after such written notice of submission to arbitration the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the seven (7) days, a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and

proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association

XVI. GENERAL PROVISIONS

- A. The provision of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Any individual arrangement, agreement or contract between the Board and an individual teacher, heretofore executive, shall be subject to and consistent with the terms and conditions of this agreement, and an individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- C. If any provision of this Agreement or any application of this Agreement to any teachers or group of teachers shall be found illegal or contrary to the law, the negotiating parties shall sit down and attempt to renegotiate that

portion in the original intent of the contract so as to comply with State Law.

- D. The Prattsburgh Central School Board of Education having determined that the Prattsburgh Teachers' Association is supported by a majority of the teachers in the unit described in Appendix A attached hereto, hereby recognized the Prattsburgh Teachers' Association as the exclusive negotiating agent for the teachers in such unit. Such recognition shall extend for the maximum period allowed by law.

XVII. IMPLEMENTATION AND AMENDMENT

This Agreement shall become effective upon its approval by a majority of the Association members and the Chief Executive Officer. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other. Copies of this agreement shall be printed at District expense. Each teacher shall be given a copy of the agreement by the Association. The Association shall be given one (1) copy for each faculty member.