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#### **Contract Database Metadata Elements**

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Duanesburg Central School District  
And Duanesburg Central School  
Teachers Assn

**AGREEMENT  
BETWEEN**

**THE SUPERINTENDENT OF  
THE DUANESBURG CENTRAL SCHOOL**

**AND**

**THE DUANESBURG CENTRAL SCHOOL  
TEACHERS' ASSOCIATION**

**July 1, 2003 – June 30, 2005**

**RECEIVED**

DEC 15 2003



NYS PUBLIC EMPLOYMENT

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ARTICLE I  
RECOGNITION

The Duanesburg Central School Board of Education having determined that the Duanesburg Central School Teacher's Association is supported by the majority of the teachers in a unit which comprises all professionally certified teachers, librarians, school nurse-teachers, School Speech Therapists, School Psychologists, and Social Workers, both full and part-time, excluding all other employees including the Superintendent of Schools, School Business Administrator, Junior-Senior High School Principal, Assistant to the Junior-Senior High School Principal, Elementary School Principal, Guidance Director, Guidance Counselors and per diem substitutes, hereby recognizes the Duanesburg Central School Teachers' Association as the exclusive negotiating representative for such employees.

The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.

ARTICLE II  
NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters. When a situation arises involving a negotiable item, it is hereby agreed that negotiations will be entered into by both parties.
- B. No later than February 1 of each year that the contract expires the parties will enter into good faith negotiations over a successor Agreement covering the following school year. If such an Agreement is not concluded by May 1 or other agreeable date, either party may request the State Public Employment Relations Board to assist the parties to reach agreement. Such procedures will be governed by the Civil Service Law.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE III  
AGREEMENT STATUS

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in policy which affects wages, hours, or any other conditions of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) calendar days after receipt of said notice.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any 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 agreement, arrangement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. The cost for printing this Agreement shall be shared on a volume basis between the Board of Education and the Duanesburg Teachers Association. Copies of the Agreement shall be provided to all teachers now employed or hereafter employed by the Board of Education within a reasonable time after execution of the Agreement.

ARTICLE IV  
GRIEVANCE PROCEDURE

A. Definition

1. The parties of this Agreement declare their joint intent to promptly resolve complaints through the procedure below.
2. A grievance is a complaint based on an event or condition of employment of teachers or group of teachers and the provisions of this Agreement.

B. Procedures

1. No action or matter shall be considered the subject of a grievance unless it is presented at the appropriate step in the grievance procedure within forty-two (42) calendar days after the teacher or group of teachers know or should have known of the act or condition on which the grievance is based. Parties may mutually agree in writing to extend the time limits contained in Paragraph C below.
2. If the aggrieved teacher does not appeal a grievance to the next level of this procedure within the time limits specified below, then the issue shall be considered resolved.

C. Steps

Level I

1. An employee shall present a complaint in writing to the immediate supervisor. The grievance shall state specifically the provision or policy that has been violated.
2. Within seven (7) calendar days the immediate supervisor shall present to the employee a written decision.

Level II

1. If the decision at Level I is not acceptable to the employee, the employee may file a written request for review within fourteen (14) calendar days after receiving the written decision.
2. The request for review shall be filed with the Superintendent and the Teachers' Association President. The Superintendent shall conduct a review of all pertinent material and shall render a written decision within fourteen (14) calendar days.

### Level III

1. If the aggrieved employee is not satisfied with the above procedures, the aggrieved person may file a request for review within fourteen (14) calendar days, with the Board of Education. Within fourteen (14) calendar days, the Board of Education shall render a written report which shall be forwarded to the aggrieved teacher and the Teachers' Association President.

### Level IV

1. If the aggrieved party or the Association is not satisfied with a determination of the Board, the aggrieved and/or the Association may request arbitration by notifying the Board and by filing within twenty-eight (28) calendar days of the Board's decision at Level III, with the American Arbitration Association. All such requests shall be submitted to arbitration under the Voluntary Arbitration Rules of the American Arbitration Association.
2. The cost of the services of the arbitration, including expenses, if any, will be shared equally by the Board of Education and the Association.
3. The decision of the arbitrator shall be final and binding on the parties.

## ARTICLE V TENURE APPOINTMENT

- A. Teachers who complete satisfactory probationary service in one tenure area shall be eligible for tenure appointment.
- B. Probationary teachers shall be informed by the Superintendent in writing, of the Board's action regarding their appointment to tenure no later than April 1.
- C. If a probationary teacher is denied tenure, the reason for such denial shall be given orally if requested by the probationary teacher.
- D. No teacher shall be suspended, discharged, or non-renewed, without just or sufficient cause.

ARTICLE VI  
TEACHING CONDITIONS

A. Class Size and Pupil Load

The following class size goals shall be established to provide maximum educational efficiency for teachers in the bargaining unit:

Kindergarten:	No more than 22 students
First Grade:	No more than 25 students
Elementary:	No more than 28 students
Secondary:	No more than 135 students

Excluding Special Areas, Physical Education, Art,  
Music, and Industrial Arts.

B. Elementary School Teacher Load, Hours and Duties

1. The professional teaching day of all elementary school teachers shall be seven and one-half (7 1/2) hours. The parties agree that all unit members shall remain on duty at the school for the full 7 1/2 hour day, beginning with the time unit members are required to be in attendance.
2. Each elementary teacher will be provided with not less than thirty (30) minutes planning time per regular student day.
3. Elementary school teachers will be free for planning and preparation whenever a special teacher assumes responsibility for the class.
4. Elementary teachers shall be provided a thirty (30) minute duty-free lunch period.
5. During the school day, elementary teachers may be assigned duties including maintenance of attendance records, assembly supervision, and other homeroom-related functions, as well as supervision of bus loading, and other miscellaneous duties on a rotating basis.
6. It will be the responsibility of the teacher to organize lessons or activities to ensure the continuous progress of lessons in the teacher's absence.
7. If an outside of school hour extra-curricular duty, not covered by Article X, is instituted by the District and continued into a school year beyond that of its inception, bargaining to establish compensation rates and other terms shall commence upon written demand of the Association. No further assignment shall



be made to such a continued position until the rate of compensation has been so determined and the duty has been added to Article X through a signed Memorandum.

C. Secondary School Grades 7 through 12 - Teacher Load, Hours and Duties

1. The teaching day for all teachers will be seven and one-half (7 1/2) hours. The parties agree that all unit members shall remain on duty at the school for the full 7 1/2 hour day, beginning with the time unit members are required to be in attendance.
2. Each teacher will be assigned not less than one planning period per day, the length of which shall equal one teaching period.
3. A copy of prescribed operational procedures will be distributed to each teacher.
4. Teachers will be provided a thirty (30) minute duty-free lunch period.
5. All teachers are expected to assume one extra-curricular duty, said duty to be assigned by the administration and to be exclusive of the duties as enumerated in Article X. Effort will be made to enumerate such duties on the annual salary notices.
6. If an outside of school hour extra-curricular duty, not covered by Article X, is instituted by the District and continued into a school year beyond that of its inception, bargaining to establish compensation rates and other terms shall commence upon written demand of the Association. No further assignment shall be made to such a continued position until the rate of compensation has been so determined and the duty has been added to Article X through a signed Memorandum.
7. The parties agree that the high school library may be open from 8:00 a.m. to 5:00 p.m. except on days before holidays and recesses, with the librarian required to work 7 1/2 hours per day, beginning with the time the librarian is required to be in attendance. The library staffing schedule will be developed by the high school principal and the high school librarian with any unresolved problems to be resolved by the Superintendent. Coverage for any additional time may be supervised by a teacher aide.

D. Major changes in the schedule will be discussed by the administrator and with the high school representatives on the Association's negotiating team.

E. Curriculum Development

The District and the Association agree that development of sound educational curriculum and programs are essential to quality education. The parties also agree that input from teachers and administrators is desirable for quality education. It is, therefore, agreed that committees shall be established to study specific areas of the present curriculum structure and to work in committee towards the goal of implementing new programs which would enhance the educational opportunities for all students within the District. Curriculum development will encompass Grades K-12.

When changes are to be made in any given area (e.g., special education, elementary by grade level, secondary by subject area), teachers from those areas shall have equal input at committee meetings.

Approved curriculum work shall be paid at the rate of \$125 per day.

F. Notification of Assignment

A tentative notification for the upcoming school year shall be provided to teachers no later than the last week of the school year. Upon written request by the teacher, the district shall provide the firmed schedule including the school to which they will be assigned, the grade(s) and subject(s) they will teach, and any special classes. It is understood that schedules should be firmed for each teacher on or about August 15 of any year. In the event that a change in the assignment or schedule is necessary after the tentative notification, the District shall notify the affected teacher(s) as soon as possible.

G. Textbook Selection

Teachers shall continue to participate in the evaluation and selection of all textbooks and other instructional material.

H. Consumable Books and Workbooks

All approved paperback workbooks and books with provisions for pupils to write therein which are deemed to be consumable by teachers and administrators shall be renewed as needed.

I. Teacher Aides and Teacher Assistants

In classes where students with special educational needs are assigned, the District agrees to comply with the regulations of the Commissioner of Education.

J. Faculty Meetings

1. Except in bona fide emergency situations, faculty meetings shall be held no more than once every two (2) weeks from September 30 to June 1 of each year. Two additional faculty meetings may be scheduled each semester if necessary.
2. It is understood that teachers will reserve Monday afternoons for regularly scheduled faculty meetings. Emergency absences from a meeting shall be cleared with the building administrators. These meetings will start no more than ten (10) minutes following student dismissal. Building administrators shall make every effort to follow a set agenda and keep meetings within a one (1) hour time frame.

K. Pay Periods

1. Teachers shall receive their paychecks every other Friday. Said checks shall be calculated on a ten (10) month basis.
2. Each teacher shall have the option of a twelve (12) month pay period.
3. Teachers who would like checks mailed when a payday falls during a vacation week shall notify the Central Office in writing two weeks in advance, making their desire known.
4. Checks will be mailed the day before payday.
5. The Central Office will be open for two hours during the vacation so employees may pick up their checks.
6. Any remaining checks will be available when school resumes.

L. Permanent Staff Members' Service as Substitute Teacher

Regular staff members who serve as substitutes will be compensated at the rate of 1/6 of the daily pay of a substitute teacher for each period of such service.

ARTICLE VII  
ASSOCIATION RIGHTS

A. Release Time

The Association shall be granted an aggregate of six (6) days per year, non-accumulative, for Association business.

B. Board Communications

The Association shall be informed of all Board of Education meetings. The Association President will be forwarded a copy of the agenda for such meetings and a copy of the minutes after they are approved.

ARTICLE VIII  
RIGHTS AND RESPONSIBILITIES OF THE BOARD

The Board of Education is responsible for the operation of the school system and its personnel as set forth in the Education Law of the State of New York. Except as expressly limited by other provisions of this Agreement, this includes the right to determine the mission, purposes, objectives and policies of the School District, to determine the facilities, methods and number of personnel required for conduct of School District programs as set forth in the aforesaid Education Law of the State of New York.

ARTICLE IX  
SALARY SCHEDULE

A. (See attached salary schedules and application to existing staff members.)

1. Salary steps and years of service are not equivalent.
2. Longevity payments are based on years of service in the District, not step placement. Employees who are employed half-time or more will receive a full year's credit for longevity purposes. Full-time employees who work more than half the school year will receive a full year's credit for longevity purposes.
3. Longevity payments will be paid annually at the end of the 10<sup>th</sup>, 18<sup>th</sup> and 23<sup>rd</sup> year. Longevity shall be \$500 at the end of the 10<sup>th</sup> year, \$1,000 at the end of the 18<sup>th</sup> year, and \$1,500 at the end of the 23<sup>rd</sup> year. These longevity payments shall be non-cumulative.

4. Longevity payments will be included in the final paycheck in June of each year.
5. An employee must be employed the entire year to warrant the longevity payment.

The attached schedule is the base on which the following are added to determine the individual contractual salary:

- a. Effective July 1, 1998, all graduate and inservice hours will be paid at \$35.00 per hour.
- b. \$400 first Masters; effective July 1, 1999, \$600
- c. \$220 second Masters
- d. Maximum Credit Hours - 65: Teachers required to go above the 65 credit hour maximum will be paid only for those additional hours required for step advancement.
- e. Effective July 1, 1999, all graduate credit hours earned on or after July 1, 1998 will be paid at \$40.00 per hour.

B. Professional Development Committee

The District shall continue to support the concept of professional development. This support is not intended to replace an individual staff member's responsibility for professional development.

1. A Professional Development Committee exists for the purpose of developing and recommending implementation of staff development opportunities and programs. This Committee will have the following duties:
  - a. Define the needs and goals of staff development.
  - b. Collaborate with the Regional Teacher Center.
  - c. Recommend appropriate teacher inservice activities.
  - d. Develop and implement specific plans for staff development.
2. The Professional Development Committee will be composed of the Superintendent, Elementary Principal, Secondary Principal, DTA President or his/her designee, and two staff members selected jointly by the DTA President and building administrators.
  - a. Through mutual agreement, the Committee shall annually determine a

calendar of monthly meetings for the purpose of reviewing staff members' requests for professional development, and to fulfill the responsibilities delineated in B(1).

- b. The full Committee must be present before approval can be granted.
3. All full time teachers are required to complete five (5) credit hours of approved in-service or graduate credit during any given five (5) year period of employment beginning July 1, 1988. Only those teachers who complete the five (5) hour requirement are eligible for step advancement in the succeeding year. Teachers on the top step not meeting this requirement will not make a horizontal advancement onto the succeeding year's salary scale. Upon completion of the required hours, the individual shall advance to the next salary step in September of the succeeding year.
4. The District will plan to offer a minimum of three (3) credits of in-service opportunities annually. (A minimum enrollment, based on cost of each in-service offering, will be required.)
5. Fifteen (15) clock hours of approved in-service instruction will be recorded as one in-service unit. Partial credit will not be awarded for courses under 15 clock hours. Partial credit in .5 increments of at least 7.5 clock hours will be awarded for courses which exceed 15 clock hours. To receive credit for payment, unit members must produce evidence of this completion through an official transcript or official certification of satisfactory course completion by submitting such evidence to the Superintendent for verification prior to school district recognition of credit. Only in-service programs attended beyond regular school hours will receive consideration for credited time and monetary compensation. The parties agree that in-service courses that take place during a Superintendent's Conference Day or during a faculty meeting shall not count toward approved in-service credit.
6. On a yearly basis the Professional Development Committee will prepare a brochure listing a variety of professional development opportunities.
7. Funds are budgeted for conferences. Use of these funds is to be consistent with the probable benefits to the educational needs of the school. Requests for conferences during school time will be approved or denied by the building principal. A teacher may elect to bring a denied request to the Professional Development Committee for resolution.

ARTICLE X  
EXTRA-CURRICULAR ACTIVITY

Compensation for services shall be determined by applying the indices shown to Step #1 of the Bachelor Salary Schedule.

A. Class Advisors

Grades 7 & 8	.01
Grades 9 & 10 & 11	.02
Grade 12 (2)	.03

B. Department Heads

Each school year, prior to a department head accepting that year's annual appointment, a job description will be made available.

Department heads will be compensated on the basis of the following formula.

$$\$500 + (\text{F.T.E.} * \$175)$$

\* F.T.E. = total number of classes taught within the department divided by 5.

C. Chaperones

1. Chaperones shall be paid \$75.00 per two games (approximately 4.5 to 5 hours). Where only one game is chaperoned, this amount shall be prorated.
2. Chaperones for a music concert event shall be paid \$37.50.
3. The District shall pay employees who chaperone, on a non-school day, the NYSSMA, the All-County Music Festival and the Area All-State, the two-game chaperone rate of \$75.00 for the day. The District shall also pay the \$75.00 chaperone rate for other all-day music events that occur on a non school day and which have been previously approved by the Superintendent.

Athletic Event Chaperone:

Duty hours: approximately one-half hour before the start of the event until the building is secured and closed.

D. Club Activities

A/V Coordinator	.0178
Chess Club	.0178
Coin Club	.0118
Color Guard	.0250
Computer Coordinator	.0300
Drama	.0713
Elementary Musical	.0350
Elementary School Service Club	.0200
Elementary Student Council	.0200
Extended Art	.0450
High School Student Council	.0200
Leo Club Advisor	.0178
Math Club	.0118
Middle School Council	.0200
Multi-Cultural Club	.0534
Musical Assistant	.0297
National Honor Society	.0297
Newspaper	.0594
Odyssey of the Mind 7-12	.0415
Odyssey of the Mind K-6	.0415
Photography Club	.0118
School Store	.0178
Shakespeare Festival	.0150
Ski Club - One Only	.0118
Soccer - Elementary School	.0150
International Relations Club	.0297
Volleyball - Elementary School	.0150
Yearbook	.0950

E. Athletic Activities

Athletic Director	.0900
Varsity Soccer (Boys)	.0713
Jr. Varsity Soccer (Boys)	.0500
Modified Soccer (Boys)	.0297
Varsity Soccer (Girls)	.0713
Jr. Varsity Soccer (Girls)	.0500
Modified Soccer (Girls)	.0297
Varsity Cross Country (Coed)	.0713
Varsity Baseball	.0713
Junior Varsity Baseball	.0500
Modified Baseball	.0297



Junior Varsity Softball	.0500	
Varsity Softball	.0713	
Modified Softball	.0297	
Varsity Track & Field (Boys)	.0713	
Varsity Track & Field (Girls)	.0713	
Modified Track & Field	.0297	
Varsity Wrestling	.0950	
Junior Varsity Basketball (Boys)	.0653	
Junior Varsity Wrestling	.0653	
Modified Wrestling	.0297	
Varsity Basketball (Boys)	.0950	
Modified Basketball (Boys)	.0297	
Varsity Basketball (Girls)	.0950	
*Jr. Varsity Basketball (Girls)	.0653	
Modified Basketball (Girls)	.0297	
Volleyball	.0713	
Cheerleading	.0713	
Cheerleading Assistant	.0297	
Boys Volleyball	.0439	(At least six competitions will be scheduled.)

F. Coaching

For physical education teachers hired after July 1, 1988, where no acceptable coach is available for a coaching vacancy, physical education teachers may be assigned to no more than two coaching assignments per year.

Excluded Parties

Physical Education teachers employed prior to September 1, 1986 will not be required to accept coaching assignments.

G. Should there be a considerable change in the length of an assignment from the accepted norm, the stipend may be adjusted upon negotiation (that assignment only) between the Superintendent and the Association.

H. Extra-curricular activities are conducted in other than regular school hours. Appointments are approved by the Board of Education.

I. Driver Education  
Summer \$2,500

J. Building Mentor Coordinator (2) - \$500 (and one duty waived)

ARTICLE XI  
LEAVES OF ABSENCE  
(Sick, Personal, Sabbatical, Child Care)

A. Sick Leave:

1. At the beginning of each work year, each member of the bargaining unit will be credited with thirteen (13) days of paid sick leave. Unused sick leave shall accumulate and be carried over from year to year to a maximum of two hundred eighty (280) days, as long as the teacher remains continuously in the service of the District. Only 200 of these days may be used for sick leave purposes. (See Art. XI.A.4). Teachers employed less than a full year shall receive sick leave benefits on a pro rata basis.
2. Teachers newly employed in this District are entitled to use no more than six and one-half (6.5) days sick leave during the first semester of employment.
3. When requested by the Superintendent, written sick leave verification will be provided within seventy-two (72) hours of the teacher's return.
4. Sick Leave Bonus: Upon retirement in the New York State Teachers Retirement System, accumulated sick days in excess of 180 days will be compensated at the rate of \$50.00 per day up to a maximum of 100 days.

B. Personal Leave:

Five (5) days per year, non-cumulative, under the following stipulations:

Personal Leave, General Policy

It is understood that teachers are employed for a minimum of one hundred eighty (180) teaching days. The school calendar will be followed wherever feasible, but it is not necessarily the final schedule. It is expected that personal days will be used solely for emergency personal use to a maximum of five (5) days per year non-cumulative.

1. Written notice for personal leave must be delivered to the Superintendent seventy-two (72) hours in advance (whenever possible) of the requested leave or upon return whenever immediacy demands.
2. Personal leave will not be granted for days or consecutive days preceding or following a holiday except in emergencies, with the Superintendent's approval.
3. Religious observances will count as a personal day.

4. Teachers agree to make every reasonable effort to schedule personal business at times when school is not in session.
  5. Reasons for personal leave may include death in the family, family sickness, legal appointments, home and auto emergencies, job interviews and extraordinary family obligations. It is understood that all effort should be made to take care of personal business outside of school hours; when that cannot possibly be accomplished, personal leave time may be expended. The Teachers' Association agrees to emphasize responsibility in personal leave usage and to work with the Superintendent in dealing with any possible abuses.
- C. A leave of absence without compensation may be granted to certified tenured teachers under the following conditions:
1. A notification of intention specifying the reason for said request.
  2. Approval of the request by a committee consisting of two teachers and two members of the School Board. The teacher members will be appointed by President of the local Teachers' Association.
  3. Teachers on leave shall notify the district by April 1 of their intention to return.
  4. The committee should consider the following factors in approving/disapproving a request for a leave of absence:
    - a. the likelihood that the teacher plans to return to the District upon conclusion of the leave.
    - b. the significance of the circumstances as adjudged by the committee that requires a leave of absence. The committee may request documentation in making its final determination.
- D. Child Care leave shall be granted to a teacher for a maximum period of one year without pay. Applicants for said leave must apply in writing at least sixty (60) days prior to the beginning of the leave. Such application must include the intended date of return to active teaching duty. Extensions for an additional year can be granted.
- E. Sabbatical leave may be granted to a teacher under the following conditions.
1. Leave may be granted to tenured teachers who have a record of seven (7) consecutive years of teaching service in the Duanesburg District.
  2. A guarantee from the teacher receiving leave that he or she will return to the Duanesburg Central School District.

3. Sabbatical leave may be granted only for the purpose of seeking further education in the profession of teaching.
  4. Teachers on sabbatical leave for one-half (1/2) year shall be granted full pay and teachers on sabbatical leave for a full year shall be granted half pay.
  5. A sabbatical leave may be granted only at two year intervals.
  6. The request for a sabbatical leave must be in writing to the Board of Education by March 1.
- F. All benefits to which a teacher was entitled at the time of his/her child care, sabbatical, or unpaid leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon return. A teacher who returns from such leave will be placed on at least the same level of the salary schedule he/she was on when the leave commenced. A teacher having served at least one (1) day more than five (5) months in the school year in which the leave commenced shall be placed on the next higher level of the salary schedule.

## ARTICLE XII SICK BANK

It is hereby agreed that a "Sick Bank" shall be established for the purpose of providing financial assistance to teachers in the event of a prolonged illness. Said "Sick Bank" will provide a maximum total of one hundred fifty (150) days to be distributed to applicants in the proportion determined by Directors. The District will contribute one hundred twenty-three (123) days. Each Sick Bank member will contribute one-half (1/2) day.

The "Sick Bank" will operate in the following manner:

- A. The Superintendent of Schools, his designee, and the President of the Teachers' Association, and his designee, will serve as Directors of the bank. All decisions relating to applications for withdrawal will be made by them. All decisions for withdrawal from the bank shall be unanimous: decisions which are not unanimous shall be subject to the grievance procedure.
- B. The Directors will consider and recommend payment from the fund guided by these regulations:
  1. Application must be made to a Director one week in advance of payment.
  2. Sick Bank pay will begin one week after personal sick leave has been exhausted. No compensation may be received for the interim week.
  3. Sick Bank pay will be paid at the teacher's normal salary schedule as per

salary contract agreement.

4. Elective surgery that can be postponed until July or August will not be considered an emergency by the Directors.
- C. Whenever the difference between 150 days and the number of days in the Sick Leave Bank in September exceeds one-half the number of teachers on the staff, each teacher will contribute one-half of a sick leave day for that year.

ARTICLE XIII  
NO STRIKE PLEDGE

There shall be no strike or work stoppage for any reason whatsoever during the life of this Agreement.

ARTICLE XIV  
HEALTH INSURANCE

- A. The District agrees to offer the following health care and prescription drug plans or the equivalents to employees.
1. Blue Cross Blue Shield Matrix One Health Plan with the following provisions and or riders:
    - a. Deductible: \$50 individual, \$150 family per year
    - b. Managed Care Benefit
    - c. Prescription Drug Plan with a \$7 Copay
    - d. Student to age 25
    - e. Eyeglass coverage
    - f. Four tiers - Individual, 2 Party, Family, Medicare
  2. Mohawk Valley Physician Health Plan with the following provisions and or riders:
    - a. CoPlan 10
    - b. Prescription Drug Rider \$5 CoPay
    - c. Student to age 25
    - d. Three tiers - Individual, 2 Party, Family (Medicare is covered under the Individual tier)
  3. Capital District Physicians Health Plan - Emerald Plan with the following provisions and or riders:
    - a. CoPlan 10
    - b. Prescription Drug Rider \$2 Generic Copay, \$7 Brand-name Copay  
Effective July 1, 2003, \$5.00 Generic Copay, \$20.00 Brand-name Copay.
    - c. Student to age 25
    - d. Four tiers - Individual, 2 party, Family, Medicare

4. Empire Deluxe PPO Benefit

The District agrees to pay 100% of the Health Insurance premium for Individual coverage and 50% of the premium for Family coverage for one of the above plans.

B. In order to be eligible for health insurance payment upon retirement, unit members hired after December 12, 1984 must render 10 years of continuous service to the Duanesburg Central School District and must have retired from teaching under the definition of the New York State Teachers' Retirement System.

C. For teachers retiring effective September 1, 1993 or before, health insurance premium payments during retirement shall continue as in the past.

Teachers hired before June 30, 1994 will receive 100% Individual Health Insurance upon retirement. Teachers hired after June 30, 1994 will receive 100% of the cost of the HMO of their choice upon retirement. The retiree can exercise the option to apply that cost toward another plan with any difference in cost to be paid by the retiree.

Members of the retiree's family may be covered under any of the district's plans at the expense of the retiree.

Teachers retiring after September 1, 1993 will continue with the health insurance coverage level under which they retired.

D. Surviving Dependent. If a retired employee dies and carried Family or 2 Party health coverage, or a dependent is covered by a Medicare supplement, then the surviving dependent(s) may continue on a District health plan but must pay the total cost of coverage.

E. The District will contribute \$12,000 toward payment of premiums for a Dental Plan.

F. The DTA and the District shall each appoint two members to the District Dental Committee.

G. The current premium only IRC 125 Plan will expand to a full "cafeteria" plan. The plan will be selected by and administrative costs will be paid by the District. The unreimbursed medical expense component will be capped at \$3,000 annually.

H. Payment for Declining Health Insurance

Employees who notify the District by July 1<sup>st</sup> of each year that they will decline their current health insurance for the following school year will receive an annual payment of \$800. This payment shall be made as follows: \$400 in the last payroll check of December and, if the teacher finishes the remainder of the school year, a second payment of \$400 in the first paycheck in June.

The District must realize an overall savings as calculated on July 1 for this payment to take effect.

ARTICLE XV  
PAYROLL DEDUCTIONS

A. Tax Sheltered Annuities

Tax sheltered annuity amount changes shall be limited to once per school year.

The maximum number of TSA companies authorized to have contracts with District employees shall be eighteen (18).

B. Dues Deduction

The District agrees to deduct dues for Association members of an equal amount each pay period. Such deductions shall be transmitted to the Treasurer of the Association.

C. Credit Union Payroll Deductions

The District shall provide the teaching staff with payroll deduction rights for the First Teachers' Federal Credit Union. Teachers will have the option to change or alter the deduction amounts to be effective in July, September, January and/or April of any school year.

D. NYSUT Benefit Trust

Payroll deductions will be provided for the NYSUT Benefit Trust.

- E. An employee may authorize the District in writing to directly deposit his or her payroll check to the bank of his or her choice. This will become effective on or about September 1, 2001, pending coordination with payroll service and Central National Bank.

ARTICLE XVI  
TEACHER EVALUATIONS

The following procedure shall govern all formal classroom teacher observation and evaluation.

1. All formal classroom observations of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. Such observations shall be conducted in such manner so as not to impede or interfere with the normal progress of a class.
2. A minimum of three (3) formal classroom observations will be made during the first year of a probationary appointment and a minimum of one (1) during each succeeding year of probation. A conference relative to the observation shall be held within a reasonable period of time, which under normal circumstances shall be considered to be seven (7) calendar days after the observation unless waived or postponed by mutual agreement of the teacher and the observer.
3. Teachers will be given a copy of any class visit or evaluation report prepared by their superiors at least one (1) day before the conference to discuss it. No such report shall be submitted to the School Superintendent's office, placed in a teacher's file, or otherwise acted upon without prior conference with the teacher.
4. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his personal file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer will be reviewed by the Superintendent or other evaluating administrator and attached to the file copy within fourteen (14) calendar days. These personnel files will be opened within a reasonable time for inspection by the individual teacher at his request without withdrawal of any items from these files except confidential items received in relation to the employment of the teacher.



5. Teachers will have the right, upon reasonable request, to review the contents of their personnel files and to make copies of any non-confidential documents in it. A teacher will be entitled to have a representative of the Association accompany him during such review.

ARTICLE XVII  
AGENCY FEE

1. The Duanesburg Central School District shall deduct from the salaries of employees in the bargaining unit who are not members of the D.T.A. an amount equivalent to the dues levied by the D.T.A. and shall transmit the sum so deducted to the D.T.A., in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The D.T.A. affirms that it has adopted such procedures for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. The provision for agency fee deduction shall continue in effect so long as the D.T.A. maintains such procedure.
2. The agency fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

ARTICLE XVIII  
MISCELLANEOUS

1. Non-Resident Staff

Children of members of the teaching staff who are not residents of the Duanesburg Central School District will be allowed to attend Duanesburg Central School on a tuition-free basis.

ARTICLE XIX  
DURATION OF AGREEMENT

This contract shall be in effect for the school years July 1, 2003 through June 30, 2005.

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.

ASSOCIATION

DISTRICT

By: Beth A. DeDuke  
President

By: [Signature]  
Superintendent

Karen L. Bruhn  
Chairperson, Negotiations Committee

Dated: May 16<sup>th</sup>, 2003

Sworn to before me this 16<sup>th</sup> day of May

[Signature]  
Notary Public

MARIA LONGO  
Notary Public, State of New York  
Qualified in Schenectady County  
No. 4987597  
Commission Expires 10/21/05

APPENDIX A  
SALARY SCHEDULE

2003-2004		2004-2005	
1	32,000	1	32,500
2	33,000	2	33,120
3	34,000	3	34,155
4	35,000	4	35,190
5	36,000	5	36,225
6	37,200	6	37,260
7	38,400	7	38,502
8	39,600	8	39,744
9	40,800	9	40,986
10	42,300	10	42,228
11	43,800	11	43,781
12	45,300	12	45,333
13	46,800	13	46,886
14	48,300	14	48,438
15	49,800	15	49,991
16	51,300	16	51,543
17	52,800	17	53,096
18	54,300	18	54,648
19	56,000	19	56,201
20	57,700	20	57,960
21	59,400	21	59,720
22	61,200	22	61,479
23	63,100	23	63,342
24	65,000	24	65,309
25	66,900	25	67,275
25a	68,400	25 a	69,242
		25b	70,794