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TA 4458

AGREEMENT

Between

the

SUPERINTENDENT

of the

ALEXANDER CENTRAL SCHOOL

DISTRICT

and the

ALEXANDER UNITED TEACHERS

July 1, 2006 - June 30, 2010

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

94

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BOARD OF EDUCATION FOR THE ALEXANDER SCHOOL DISTRICT

AND

ALEXANDER UNITED TEACHERS

ARTICLE I **PREAMBLE**

In accordance with the provisions of the Public Employees' Fair Employment Act; This Agreement is made and entered into by and between the superintendent of the Alexander Central School District (hereinafter referred to as the "District"), the agent authorized by law to enter into a collective bargaining agreement with employees on behalf of the school district; hereinafter referred to as the "Superintendent" and the Alexander United Teachers (hereinafter referred to as the "Association").

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.

ARTICLE II **PHILOSOPHY**

The Board of Education of the District (hereinafter referred to as the "Board") and the Association firmly believe that the primary function of the Board and its professional staff is to provide each boy and girl attending the District the highest level of educational opportunities obtainable. The Board recognizes that teaching is a profession; the Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and its professional staff.

ARTICLE III **RECOGNITION**

1. The District recognizes the Association as being the exclusive negotiating representative for all full and part-time teachers, occupational therapists, physical therapists, nurses, teacher assistants and case workers employed by the District, excluding Principals, Superintendent, and all other employees of the District. Employees covered by this Agreement shall herein be referred to as "unit members".
2. Regular substitutes in the bargaining unit are defined as:
 - A. Those teachers who replace a unit member who is on a leave of absence for a definite period of time of at least twenty (20) days; or
 - B. Those teachers who replace a unit member who is to be absent for an unknown period of time but whose absence is of at least twenty (20) days.

The substitute replacing such unit member on the twentieth day of absence or thereafter becomes a unit member and shall be deemed to be such retroactively to the start of the absence or the start of his assignment, whichever is later, and the benefits of the Agreement will be granted retroactively to that time.

3. Regular substitutes will not be eligible for the extended health insurance coverage defined in Section 2C of Article XII, the sabbatical leave defined in Article XI, the sick leave bank as defined in Section 2 of Article XV, or the child care leave as defined in Section 2 of Article XVII. In addition, notwithstanding any language to the contrary, regular substitutes will be advanced on the salary schedule by moving one (1) step upon the completion of each one hundred eighty (180) days of service.

ARTICLE IV PRINCIPLES

1. Professional Teaching Personnel

It is recognized that unit members require specialized qualifications and that the success of the educational program in the District depends upon the maximum utilization of the abilities of unit members who are reasonably well satisfied with the conditions under which their services are rendered.

2. Right to Join Or Not To Join

It is further recognized that unit members have the right to join, or not to join the Association. Membership shall not be prerequisite for employment of any employee.

3. Rights Of Minorities And Individuals

The District and the Association agree that no unit member shall be discriminated against on the basis of race, creed, color, national origin or sex.

ARTICLE V EDUCATIONAL PROGRAM COMMITTEE (EPC)

The Superintendent and the Association recognize that the planning and advising of basic educational policies, curriculum revisions and other matters related to the improvement of the educational programs are a joint concern of the Board, Administration, and unit members. The majority of such activity is routinely handled with all parties participating. Whenever a major program concern is not being addressed, an Educational Program Committee shall be established at the request of the Association.

1. The Committee shall have as its purpose to suggest, review and/or evaluate various phases of the educational program in question and receive and issue reports to the Board and to the Association. Such Committee reports shall be advisory in nature with the decision and final action being made solely by the Board.

2. The Superintendent shall be provided the opportunity to discuss said reports and proposals with the Committee prior to the final Committee report and to comment on same prior to and after transmitting said proposals, recommendations, suggestions, and reports to the Board.
3. The Board shall issue formal response to Committee report as soon as possible. The Board response to any Committee report shall be final and no recourse may be had to the grievance procedure of this Agreement.
4. The Committee shall have as members the following:
 - A. Four (4) unit members appointed by the Association, representing the various grade levels in the District;
 - B. A Chairperson appointed by the Association;
 - C. The Association President and the Superintendent or his designee, as ex-officio members.
5. The Committee members may appoint a subcommittee to study particular problems. Such subcommittee shall be directly accountable to the MAIN COMMITTEE.
6. The Committee members may utilize their visiting days for the purpose of carrying out the Committee's functions. Applicable rules that apply to visiting days shall apply to this clause. Additional days may be requested from the Board.

ARTICLE VI GRIEVANCE PROCEDURES

DECLARATION OF POLICY

In order to establish a more harmonious and cooperative relationship between unit members, administrators, and members of the Board which will enhance the educational program of the District, it is hereby declared to be the purpose of these procedures to provide for orderly settlement of certain differences promptly and fairly as they arise and to assure equitable and proper treatment of unit members pursuant to established policies, rules, and regulations of the District. The provisions of these shall be liberally construed for the accomplishment of this purpose.

BASIC PRINCIPLES

1. It is the intent of these procedures to provide for the settlement of differences at the earliest possible stage of the procedures in a fair and equitable manner. The resolution of a grievance at the earliest stage is encouraged.
2. Every unit member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal either directly or indirectly.

3. Every unit member shall have the right to be represented at any stage of the procedures by one (1) person of his choice. An aggrieved unit member may represent himself at any and all stages of the grievance procedure without any other representative whatsoever acting on his behalf. An Association representative shall be present at all stages of every grievance.
4. Each administrator shall have the responsibility to consider each grievance presented to him and make a written determination within the authority delegated to him and within the time specified in these procedures.
5. Each party to a grievance shall have access to all written statements and records pertaining to such case.
6. All hearings shall be confidential.
7. The Association may file a grievance on behalf of a unit member so long as the concerned and/or affected unit member or unit members' names are indicated in the grievance description.
8. The function of these procedures is to assure equitable and proper treatment under the policies and rules of the District.
9. If an aggrieved unit member makes a written appeal to Stage 2 of this grievance procedure, the Association shall thereafter become a party to the grievance with the right to appeal any subsequent decision.
10. Each unit member will be provided with the building rules and regulations in the building or buildings in which the unit member works. In addition, the District personnel rules and regulations which are included in the policy manual will be made readily available in each building upon the final completion of the policy book. Rules or regulations of the Superintendent will be included in the building rules and regulations or the policy manual.

DEFINITIONS

1. Administrator shall mean any professional employee, not within the bargaining unit, responsible for or exercising any degree of supervision or authority over a unit member.
2. Unit Members shall mean any employee included in the bargaining unit.
3. Immediate Supervisor shall mean the Building Principal to whom the unit member is directly responsible.
4. Representative shall mean the person or persons designated by the aggrieved unit member as his counsel or to act on his behalf.
5. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the terms and conditions of this contract.

6. Day as used in these procedures shall be a day in which school is legally in session.
7. The definitions contained under this section DEFINITIONS apply only to this Article.

TIME LIMITATIONS

1. No grievance will be entertained according to the procedures described below, and such grievance will be deemed waived unless the grievance is presented at the first stage within the twenty (20) school days after the unit member knew or should have known of the facts on which the grievance is based.
2. If a decision at one stage is not appealed to the next stage within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

PROCEDURES

1. Stage 1

The aggrieved unit member shall present his grievance in writing to his immediate supervisor who shall discuss the grievance with the aggrieved unit member or with the unit member and his representative(s) if any. If no mutual time for a meeting can be arranged within three (3) school days after receipt of the written grievance, then arrangements shall be made to relieve the unit member of duties in order to meet with the person involved at each stage where applicable. The immediate supervisor shall render his determination in writing to the aggrieved unit member within three (3) school days after the grievance has been discussed by the parties concerned.

Failure to adhere to the stipulated time limit at each stage may result in the grievance proceeding immediately to the next stage.

2. Superintendent Stage

- A. Within six (6) school days after a determination has been made at Stage 1, the aggrieved unit member may make a written appeal to the Superintendent.
- B. The Superintendent shall within two (2) school days notify the aggrieved unit member, immediate supervisor, and any other administrator previously rendering a determination in the case to submit written statements to him within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
- C. If such is requested in the written statement of either party pursuant to paragraph (B) above, the Superintendent shall notify all parties concerned in the case, of the time and place when a hearing will be held, where such parties may appear and present oral, and written statements supplementing their position in the case. Such

hearing shall be held within five (5) school days of receipt of the written statements pursuant to paragraph (B).

- D. The Superintendent shall render his determination in written form within ten (10) school days after the written statements pursuant to paragraph (B) and/or (C) have been presented to him.
- E. If the grievance is not satisfactorily resolved at this stage, the aggrieved unit member may proceed to the Board Stage. Appeal to the next stage must be taken within ten (10) school days after the written determination is received by the aggrieved unit member and must be filed with the Clerk of the Board.

3. Board Stage

All written statements and records of the case shall be submitted to the President of the Board by the Superintendent.

The Board may hold a hearing to obtain further information regarding the case. If the Board decided to hold a hearing, it shall be held within ten (10) school days after the grievance has been submitted at this stage and the Board shall render its decision within ten (10) school days following the hearing or not later than the next regular Board meeting thereafter. If no hearing is to be held, the Superintendent and the aggrieved unit member must submit all evidence to the Board within five (5) school days after the unit member has submitted notice to appear. The Board shall render a final decision within ten (10) school days following the receipt of such evidence or not later than the next regular Board meeting thereafter.

4. Arbitration

- A. After such hearing, if the unit member and/or the Association are not satisfied with the decision at the Board's stage, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) school days of the decision at the Board Stage.
- B. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will make a request to the American Arbitration Association for a list of arbitrators. The parties will then be bound by the rules and procedures of the American Arbitration Association.
- C. The arbitrator shall have no power of authority to make any decision, which requires the commission of any act prohibited by law or which is violative of the terms of the grievance procedures.
- D. The decision of the arbitrator shall be binding upon all the parties.
- E. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

ARTICLE VII DISCIPLINE AND DISCHARGE OF STAFF MEMBERS

1. Disciplining of a unit member shall normally take place in private and shall not take place in front of the students or other non-supervisory personnel unless immediate or emergency corrective action is reasonably required.
2. The Board or its agent may suspend or otherwise discipline a unit member for neglect of duty, insubordination or other good and sufficient reasons in accordance with existing law, directives or regulations.
3. Just Cause
Unit members who have completed three (3) years of employment as a unit member in the District shall not be terminated without just cause.
4. Election of Remedy
If any unit member elects to utilize this clause and the arbitration remedy of this contract, it shall constitute an election of remedies and constitute a waiver to the procedures of the Education and Civil Service Law.

ARTICLE VIII PROFESSIONAL RESPONSIBILITY

1. Staff Growth Activities
 - A. Additional study at an approved college/university or workshop shall be required in cases where the unit member is experiencing difficulty in subject area.
 - B. Preparation for Program Change

When curriculum changes require District-sponsored teacher workshops to re-educate teachers in order to strengthen them in the presentation of new concepts and materials; unit members are expected to attend these sessions as part of the teaching responsibility.
 - C. In-Service Activities

Planned programs to promote staff growth will be sponsored by the District during the school year. Unit members input is desired for such programs and attendance will be required.
2. Program Evaluation and Change
 - A. Department or grade-level meeting attendance is necessary not only for logistical considerations, but for unit member input for program direction.
 - B. Other committee participation is essential for program change plus selection and development of materials.

3. Student Assistance

- A. Individual counseling conferences on student progress shall be scheduled as needed.
- B. Special tutoring of individuals or small groups shall be provided when needed.
- C. Home study assignments and materials should be prepared as necessary.

4. Parental Contact

- A. When needed, parent conferences should be scheduled at a mutually convenient time.
- B. When pertinent, student classroom records and progress should be evaluated and interpreted for parents.
- C. Unusual pupil problems should be reported to parents and the Administration with recommendations for special help or attention when advisable.
- D. Scheduled open house programs and parent-teacher conferences beyond the school day are part of a unit member's responsibility.

5. Preparation For Instruction

- A. Unit members shall be responsible for maintaining their plan books on a weekly basis. A copy of such plans is to be submitted to the Building Principal or his designated representative at least by the last day of the work week prior to the week that such material shall be taught.
- B. Lesson plans shall be reviewed with the supervisor when required. The unit member should be prepared to evaluate effectiveness of planning as well as the curriculum assignments.
- C. When needed, a unit member may request or give assistance to others in instructional planning.
- D. Voluntary acceptance of student teachers by unit members does not relieve the unit member of the obligation of assuring proper lesson preparation and educational experience.

6. Non-Teaching Duties

- A. Supervision of homerooms, study halls, detention sessions, corridors and assemblies plus bus and cafeteria duty can be assigned to unit members as part of the total responsibility.

- B. Although after-school hour supervision of extra-curricular activities shall be on a voluntary basis, unit members are encouraged to assist with and advise student clubs, help coach athletic and academic teams, conduct class or school trips, and to supervise social activities and other after-school programs; with compensation for those items where stipends are provided.

7. Other Unit Member Responsibilities

- A. Interpret and apply Board and Administrative policies to pupils.
- B. Maintain discipline and report infractions of rules or standards.
- C. Observe and encourage high standards of dress, manners, conduct, plus promptness.
- D. Maintain accurate attendance, evaluation, and other records plus meet deadlines on time.
- E. Assist other unit members by taking on part of their responsibilities in emergencies.

ARTICLE IX SALARIES

1. Unit Members' Salary Schedule

The unit members' salary schedule, effective July 1, 2006 is shown in Appendix A.

2. Extra-Curricular Schedule

When a unit member is assigned certain extra-curricular activities, which utilizes time beyond that of the school day, compensation shall be granted. The schedule which is set forth in Appendix B is made part of this Agreement.

3. Graduate Hours

Each graduate hour shall be paid at the rate of fifty (\$50) dollars starting July 1, 2007 and will continue at this rate. There shall be a maximum limit of one hundred (100) paid graduate hours. Adjustments shall be made in the first paycheck in each semester. Graduate hours must be functionally related to the curricular area of the unit member.

4. Masters Degree

An additional \$460 will be given for a Masters Degree when proof is submitted for a degree in the field in which the unit member is teaching.

5. Stipends For Department and Grade Level Chairpersons

Number of People <u>Supervised</u>	year			
	06-07	07-08	08-09	09-10
1-2	\$1363.23	1404.12	1446.24	1489.63
3-4	\$1522.88	1568.56	1615.62	1664.09
5+	\$1862.78	1918.66	1976.22	2035.51

The number of people supervised does not include the Chairperson.

6. Career Increment

Any unit member who has completed the required years of service in the District and will be fifty-five (55) years of age or older at the time they retire, may elect during any one year thereafter, and for one year only, to receive a Career Increment.

Election of a Career Increment (and subsequent irrevocable written notice of retirement) shall be submitted in writing to the Superintendent of schools prior to the first of February in the year preceding the final year of employment.

When a unit member finds it necessary to resign as a result of illness or disability, the Career Increment may be paid at the conclusion of the year of election since said member will not be employed the following year.

Payment of the Career Increment is as follows:

A unit member who has completed at least fifteen (15) but less than twenty-six (26) years of full-time service with the District will receive an amount equal to 15% of his/her final year's salary (base salary plus longevity, graduate hours and masters degree compensation).

A unit member who has completed twenty-six or more years of full-time service with the District will receive an amount equal to 18% of his/her final year's salary (base salary plus longevity, graduate hours and masters degree compensation).

Payment of the Career Increment shall be made in the form of a Non-elective Employer Contribution to the unit member's Internal Revenue Code section 403(b) account, or, a unit member's 105 health savings account. No cash or other form of compensation is available to the unit member in lieu of or as an alternative to these two forms of contributions. The District will pay all administrative fees associated with the 105 plan.

Payment will be made in the following manner: 50% of the Career Increment will be deposited in the unit member's selected account on or before June 30th of the year they submitted their notice to receive a Career Increment; the remaining 50% will be deposited in the unit member's selected account on or before June 30th of the year they retire.

7. Retirement

Upon retirement from the District, at age 55 or older, a unit member's accumulated leave shall be converted in the following manner:

15-26 years of full time service \$50.00 per day to a maximum of 175 days
26 + years of full time service \$60.00 per day to a maximum of 195 days

Payment will be made along with the final Career Increment payment.

8. Summer Curriculum Development

Unit members working for the District during the summer months for curriculum development will be paid at the rate of \$17.00 per hour. Effective July 1, 2008 this rate will increase to \$20.00 per hour.

9. In-Service Credit

The District will pay the sum of one hundred (\$100.00) dollars for each 15 clock hours of contact for courses taken by the faculty on a non-renewable annual basis. This one hundred (\$100.00) dollar stipend per fifteen (15) clock contact hours of approved coursework must be earned each year and will not accumulate from year to year. Excluded from eligibility for the payment of in-service coursework credit are courses taken by teachers on school time which require the hiring of a District substitute. Also excluded from eligibility for payment of the one hundred (\$100.00) dollar non-renewable stipend is any course which is paid for by the school board and for which attendance is required by the school board.

10. Distance Learning

Teachers who teach a distance learning course, Advanced Study College Level courses and/or A. P. College Level courses shall receive \$400 per course.

11. Mentorship Program

Each mentor will receive \$800 for the first year of the mentoring program and \$500 during the second year of this program. Each mentor and mentee will receive four half days during the mentoring program.

ARTICLE X **BENEFITS**

1. Physical Examinations

A. Each unit member is required to file with the District Clerk a completed physical examination form by September 15 of the first year of employment. New unit members employed after September 1, shall be required to have a physical exam

within thirty days (30) after initial appointment.. Unit members found to have a health problem that has the potential to interfere with the performance of the member's professional responsibility shall be subject to further examination as provided for in Section 913 of New York State Education Law.

- B. The unit member will have the physical by his own doctor and the District will reimburse the member upon receipt of the results of such examination and the receipted doctor's bill. The District will pay the actual expense of such examination up to fifty dollars (\$50.00) if the bill is presented and attached to a school claim voucher within forty-five (45) days of the date of the physical.

2. Health Insurance

A. Coverage

- 1. The District shall provide health insurance coverage for all full time fiscal and school year unit members, with such coverage to extend to the following:
 - a. Spouse of employees, while resident with employees.
 - b. Unmarried children under 19 years of age.
 - c. Stepchildren, foster children, and legally adopted children who are dependent for support upon such employee.
 - d. Children (including those categorized in (c.) above who are full time students until attaining age 26).
 - e. Children who are physically or mentally incapable of self support, while remaining unmarried and incapacitated while the dependent of such employee.
- 2. The Board shall provide insurance coverage for all eligible unit members. The District shall have the Genesee Area Health group insurance PPO plan or a plan equal to or better than the coverage of the Genesee Area Health Care PPO Plan which includes:
 - a. Unlimited major medical and hospital services.
 - b. Prescription drug rider with \$5/\$10/\$15 co-pays.
 - c. Rider extending coverage to unit members' dependents ages 18 to 26 years in all areas.
 - d. Smile Saver I dental plan at an employee cost of 40% of the annual premium. Employees may also elect to participate in the Dental GAH Dental II plan. The District contribution amount to the Smile Saver I plan will be applied to the Dental II plan.
 - e. \$15.00 office co-pay.
 - f. 80%/20% out of network co-insurance.
 - g. \$2,000.00 single OOP (out-of pocket) maximum, \$4,000.00 OOP maximum out of network.
 - h. Each employee will contribute the following amounts toward their health insurance premium each year:

2006-2007	5%
2007-2008	7%
2008-2009	8%
2009-2010	10%

3. The Excellus Vision Plan is also provided in this PPO (Preferred Provider Organization) and if changed will be of equal value to the 2006 plan.
 4. All retirees will be able to stay in the plan or return to the plan even after their District contribution from accumulated sick day buyout is exhausted. At this time it will be at the retirees' expense. The retiree may return to the plan at any open enrollment time or immediately upon a qualifying event.
- B. A new unit member must submit to the Business office, within thirty (30) days of employment, his declaration of intention to enroll. The form to comply with this regulation may be secured at the Business office.
 - C. Change of marital status, change of eligibility of dependents or death of a spouse must be reported to the Business office within thirty (30) calendar days so the insurance company may be notified.
 - D. Three (3) months before the month of the sixty-fifth (65th) birthday of the unit member or the spouse, any required forms for age 65 coverage must be filed with the Business office to go along with Medicare.
 - E. A unit member whose service may terminate during or at the end of a school year is entitled to insurance coverage through the last month of active employment.
 - F. Insurance premiums, pursuant to paragraph A, will be paid by the Board for the months of July and August on all unit members who plan to return the coming school year.
 - G. If medical and/or dental insurance benefits are available to a unit member through the family plan coverage available to a spouse or other family member, the unit member may waive District coverage. If these benefits are waived, the unit member will receive an annual salary bonus of \$1000.00 for waived medical benefits and \$200.00 for waived dental benefits. Waivers must be filed with the Business Office on an annual basis not later than June 30th of each year.
 - H. New unit members joining the District September 1 must indicate their desire of becoming members of the group policy by completing the necessary application by August 1; and should be covered by September 1.
 - I. A unit member who is covered by a spouse's insurance plan that provides coverage equivalent to or better than the District's plan shall not be eligible for

coverage under this Article. Unit members will annually sign a statement, supplied by the District, indicating that such double coverage does not exist.

- J. Unit members on unpaid leave may continue enrollment in the insurance program at the unit member's own expense provided that the unit member pays the District no later than thirty (30) days prior to the premium due date. If the payment is not in at that time, the unit member's insurance will be canceled.
- K. Any unit member who retires will be eligible to continue as a participant in any and all group insurance programs, until age sixty-five (65), provided that the retiree submits premium payment to the District on a monthly basis, either directly or as a result of other benefits contained in this Agreement.
- L. A joint committee will be established to study ways to provide comparable health insurance coverage at a savings to the District. The District and the Association will each appoint three (3) members to the committee who shall be provided with all relevant and necessary information from both sides to accomplish its goals. The committee shall report biannually to the Superintendent and Association President jointly with its recommendations. The study of flex benefit plans shall be undertaken by the committee.
- M. The District will provide a 125 Flex Plan. Three hundred dollars (\$300) will be placed into each member's Flex Plan by the District. A unit member will not be eligible for this flex benefit if he/she has waived the health insurance coverage.

ARTICLE XI SABBATICAL LEAVE

Sabbatical Leave may be granted for the purpose of advanced educational study to only one (1) unit member per year with seven (7) or more years of service in the District. Selection to be made on the recommendation of the Association and the Board, and that such leave to be compensated by one-half (1/2) pay for the full school year leave or one-half (1/2) year at full pay.

The recipient shall agree in writing to return to the District for a minimum of two (2) years after such leave and if the agreement is broken, the recipient shall return all money received.

ARTICLE XII SENIORITY, LAYOFF AND RECALL

1. Seniority

- A. For the purpose of this contract, the seniority date for each unit member shall be established as beginning with his most recent date of hire as a unit member.
- B. In the event that the choice is between two (2) or more unit members who have the same most recent date of hire as a unit member of the bargaining unit,

seniority shall be established as beginning with the date of his letter of application at the time of his most recent date of hire.

C. Unpaid leave time will not count for seniority purposes.

2. Layoff and Recall

A. In the event that a reduction in the number of positions in a tenure area becomes necessary, unit members in such tenure areas will be laid off in a reverse order of seniority.

B. Such unit members shall be placed on a recall list and recalled to any position for which they are legally qualified in the order of seniority with the person with the greatest seniority being recalled first.

C. In the event of a layoff, the District shall provide the health insurance coverage provided in this contract to the laid off unit member for a period of three (3) months. During this period of time, the unit member shall be subject to call as a substitute. If a laid-off unit member is unavailable for substitute duties for reasons other than illness or bereavement, the paid health insurance coverage shall be terminated.

D. In the event that unit members are laid off, they will be utilized as substitutes. No other person will be hired as a substitute until all laid-off unit members have been given first refusal in their area of appointment certification. Laid-off unit members will also be given consideration as a per diem substitute in areas outside of their appointment certification, providing they demonstrate the ability to handle such situations.

E. If a unit member is recalled to full-time service, the unit member will return with the seniority and schedule placement accrued up to the time of layoff.

F. A laid-off unit member may continue enrollment in the health insurance program at the unit member's own expense provided that the unit member pays the District fifteen (15) days prior to due date for a maximum period of twelve (12) months. If the unit member can obtain health insurance coverage through another employer, coverage under the District's plan shall cease.

ARTICLE XIII STUDENT TEACHERS

1. The Policy of Assignment of the use of student teachers will adhere to policies of the sponsoring college with the approval of the Administration.

2. No unit member shall be involuntarily assigned a student teacher.

ARTICLE XIV PAY PERIODS AND PAYROLL DEDUCTIONS

1. Pay Periods and Dates

- A. All full-time unit members; or twelve (12) month unit members covered hereunder, shall be paid in full, bi-weekly.
- B. Ten (10) month employees may elect to receive their annual salary in the twenty-one (21) or twenty-five (25) paychecks during the fiscal year. The first check will be issued the Friday of the second work week in September. Ten month employees shall notify the District of their election by June 15 for the following school year. Employees not notifying the District shall automatically receive their salary in twenty one (21) paychecks.
- C. In the event of paycheck falling due on a non-school day, it shall be made available in accordance with the following procedures:
 - 1. If the paycheck is to fall due within three (3) days after the last school day, the paycheck shall be payable on the last school day; or
 - 2. If the paycheck is to fall due four (4) or more days after the last school day, the paycheck will be payable on the scheduled pay date. Paychecks shall be available for pick-up during regular business hours or mailed providing the unit member furnishes a stamped self-addressed envelope. If the scheduled pay date is a holiday, paychecks will be made available the last business day before a holiday.
- D. The District shall distribute a copy of the scheduled payday each year to each unit member during the first week of school in September.
- E. Unit members may elect to have direct deposit of their paychecks to their bank upon submission of a signed authorization by the unit member to the payroll office not later than the first Friday after Labor Day. Upon submission of a signed authorization by the unit member to the payroll office, deductions may be made from the unit member's paycheck for VOTE/COPE, United Way, NYSUT Benefit Trust or any other mutually acceptable agency. Such signed authorization may be discontinued at the end of its term upon written notice by the unit member to the District.

2. Check Availability

Paychecks shall be issued by the Building Principal or other person so designated, between the hours of 12 noon and 3 p.m.

3. Credit Union Deductions

- A. Amounts deducted shall be transmitted to the Credit Union on each pay date.
- B. The District shall be held save-harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of any actions taken

or not taken with respect to deduction of monies made pursuant to provisions of this section.

4. Tax-sheltered Annuities

- A. The District agrees to make payroll deductions for tax-sheltered annuities provided that the Business Office is notified in writing of the amount to be deducted. Changes and additions to an annuity plan will be accommodated if notification is made by September 1, December 1 or March 1. A unit member may withdraw from the plan at any time provided proper notification is received by the Business' Office and contractor of the plan.
- B. The District agrees to match an amount up to \$200 per year into a teacher's 403(b) account for three years for each teacher having received tenure after July 1, 2006. Non-teaching unit members finishing their third year of employment after July 1, 2006 will also receive a \$200 matching contribution for a period of three years. In both cases, the three years shall be the three consecutive years following the first day of eligibility.
- C. The parties agree that the District shall be saved harmless for mistakes made by the disbursing agent. This is agreed to on the basis that one (1) company will act as disbursing agent in order that the District's workload is not increased.

5. Dues Deduction

- A. The District hereby agrees to deduct dues for the Association from the salaries of the unit members covered by this Agreement who voluntarily execute a dues deduction authorization form.
- B. Authorization forms are obtainable from the Association President or his designee and filed with the Business Office by the Association Treasurer. A unit member's Dues Deduction Authorization shall be honored by the District until it has been revoked or amended pursuant to the terms and conditions of the authorization and by written notice received by the District. The District will deduct an Agency Fee from the salaries of those members of the bargaining unit who are not members of the Association, in an amount equivalent to the dues levied by the Association. All such dues and fees collected shall be promptly transmitted by the District to the Association.
- C. The Association shall notify the Business administrator the current rate of membership dues in writing.
- D. If the rate of membership dues changes, the Association shall give the Business Administrator thirty (30) days written notice prior to the effective date of such change.
- E. A copy of the dues deduction authorization form is attached to this Agreement as Appendix D.

- F. Amounts thus deducted shall be transmitted to the Association no later than two (2) weeks following the end of the pay period in which the deduction was made.
- G. Amounts thus deducted shall be transmitted to the Association no later than two (2) weeks following the end of the pay period in which the deduction was made. All dues deduction authorization forms shall be transmitted to the Business Office no later than the first Monday after Labor Day or subsequently no later than three (3) weeks prior to the effective date the individual deductions are to start. Deductions shall be made on twenty (20) payroll dates beginning with the second paycheck of the school year and shall be equal installments. Deduction forms currently on file will continue to be honored.
- H. The Association agrees to indemnify and save the Board and the Superintendent harmless against any and all claims, demands, suits, or other forms of liability that might arise out of or by reason of any action taken or not taken in respect to deduction of dues made pursuant to provisions of this section.

6. Faculty Salary Adjustments

Salary to be paid unit members shall be pursuant to Section 3101 of the Education Law.

7. Cashing Checks

All checks shall be cashed within sixty (60) days from the date of issuance. Checks held for a longer period will not be accepted at the bank designated as the school depository. Thus checks cashed at other banks after the expiration date will be returned to the unit member.

ARTICLE XV LEAVE OF ABSENCE

1. Annual Paid Leave

- A. All unit members covered by this contract shall be entitled to fifteen (15) days of leave per year accumulative to a total of two hundred (200) days.
- B. Leave time may be used for personal or serious family illness or disability, bereavement, personal or Association business subject to the limitations set forth below.
- C. The unit member shall notify the Building Principal of the need to use paid leave as soon as practicable, but normally no later than 6:30 a.m. of the morning of the absence. In no event shall leave days be used for income-related, recreation or leisure activities.
- D. Family for the purpose of sick leave is defined as husband, wife, children, mother, father, brother, sister, and relatives living in the household of the unit member.

- E. Association business leave shall be limited to no more than two (2) Association officials at the same time.

2. Sick Leave Bank

- A. A sick leave bank shall be established by deducting one (1) accumulated annual paid leave day from each unit member and placing such days in a pool which shall be available to unit members who have exhausted their annual leave allowance.
- B. When the pool is depleted to ten (10) days, the District will again deduct one (1) accumulated annual paid leave day from each unit member and place such days into the pool.
- C. Any unit member may apply to the Sick Leave Bank Committee and request additional sick leave from the bank after such unit member's accumulated annual paid leave is used up. A unit member will be eligible for a maximum of one hundred eighty (180) days from the bank pursuant to committee policy, for any SINGLE CONDITION. Also, regardless of when the sick leave bank days are used (e.g. over two (2) years or over twenty (20) years), a unit member shall, after using one hundred eighty (180) sick leave bank days for a single OR multiple conditions, be required to wait ninety (90) calendar days with such days falling during the teacher work year, and work at least eighty-five percent (85 %) of the scheduled work days occurring during the waiting period, before he/she may again apply to the Sick Leave Bank Committee for additional sick leave.
- D. All requests for help from the bank must be in writing and addressed to the President of the Association with a copy being sent to the Superintendent. All requests shall be substantiated with documentation from a medical physician of the unit member's inability to work.
- E. The President of the Association will convey the results of the Sick Leave Bank Committee's decision to the Superintendent's Office within two (2) school days after the Committee has met.
- F. The Association shall have the full responsibility in forming, convening, and naming members to the Sick Leave Bank Committee.
- G. The Committee shall not discriminate because of membership or non-membership in the Association.
- H. The decision of the Sick Leave Bank Committee will not be subject to the grievance procedure.

3. Court or Jury Duty

In case of absence from school by reason of subpoena by court or because a unit member has been required to perform jury duty, no deductions in salary will be made, provided that the subpoena or notice of jury duty is filed with the Clerk and the unit member is not a party in the suit. Any fee or payment, other than reimbursement for travel or parking expenses, paid to a unit member shall be turned over to the District. The unit member will cooperate with the District in a request for a deferral of jury duty when such time exceeds thirty (30) days in the school year.

4. Visiting Days

Unit members upon written request to the Building Principal and the approval of the Superintendent, shall be granted one (1) day per year to visit schools other than their own, without loss of salary, providing a written report on specified forms of the visit is made to the Board.

5. Leave Time For NYSUT Delegates Convention and Retirement Fund Meeting

- A. Two (2) unit members shall be allowed up to two (2) paid leave days, in order to attend the annual NYSUT Delegates Convention.
- B. A unit member selected as delegate to the annual retirement fund meeting shall be allowed one (1) paid leave day for the purpose of attendance.

6. Unpaid Leave of Absence

- A. Unpaid leave of up to five (5) days may be granted by the Superintendent. Unpaid leave in excess of five (5) days may be granted by the Board for a limited and definite period. The Board will give consideration to special cases, which extend beyond the accumulated annual paid leave. Special consideration will be given to unit members who request unpaid leave for bona fide conditions of job-related stress.
- B. All requests for leave for a definite term shall be addressed to the Clerk, in writing, and should indicate the reason for the contemplated absence and the date on which the unit member intends to return to duty.

7. Unit members are encouraged to assist the Building principal in suggesting qualified substitutes. A unit member who is going to be absent may recommend the person to substitute for the unit member.

8. Each unit member will be provided by the District a record of the unit member's annual leave during the first week of school in September.

ARTICLE XVI REQUEST TO ATTEND CONVENTIONS OR MEETINGS

1. A request to attend a particular convention is to be submitted on designated form to Building Principal in advance of the convention date and in time for the Board meeting preceding the convention date.
2. In the Junior and Senior high school, no more than TWO (2) unit members of any department are to be in attendance at conventions at any one time, unless special permission is obtained from the Superintendent. In the ELEMENTARY GRADES, no more than one (1) unit member from each GRADE shall be in attendance at any one (1) time, unless special permission is obtained from the Superintendent.
3. The Superintendent may recommend other forms of transportation than the one listed on the original request.
4. Authorized expenses shall include meals, transportation, registration and lodging, parking expense, and bridge tolls.
5. Unit members may travel to workshops and/or conventions within New York State, permitted funds are available in the budget. Attendance to workshops or conventions outside of New York State will only be granted by the Board of Education. A maximum of \$400 will be allowed on expenses for attending these conventions, unless special consideration is given by the Board.
6. The reimbursement rate for mileage is at the IRS rate as of July 1 of each school year.
7. Upon receipt of the receipted bills from the unit member, the Board agrees to pay the approved expenses if the bill is presented and attached to a claim voucher.

ARTICLE XVII PARENTING LEAVE

1. Pregnancy Disability
 - A. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are temporary disabilities and shall be treated as such under the health insurance and sick leave plan.
2. Child Care
 - A. Unit members, upon written request to the Board, shall be granted unpaid leave for child care purposes. The leave must be taken immediately after the pregnancy disability period, or in the case of adoption, when the child begins residence with the unit member. The termination date of such leave must be included in the written request of the unit member and is restricted to the first day of any of the three (3) semesters following the semester in which the leave begins.

- B. Requests to the Board for child care leaves should be made sixty (60) days prior to the desired date for commencing the leave. In the case of adoption, the unit member shall advise the Superintendent that adoption is a possibility. Requests for child care leave in the case of adoption shall be made as soon as possible.
- C. The duration of any such leave of absence shall not be credited for advancement on the salary schedule, toward completion of the probationary period, or for seniority purposes.
- D. In the event that an opening occurs in the appointment certification area of a unit member on child care leave, such member may upon written request to the Board ask for a premature termination of the leave to fill the opening.
- E. If due to unforeseen personal circumstances, a unit member on child care leave wishes to request an earlier termination date, he/she must request such change in writing to the Board at least seventy-five (75) calendar days prior to the newly requested date of return.

ARTICLE XVIII ABSENCE UNDER WORKER'S COMPENSATION

- 1. When a unit member is absent from work because of illness or injury covered by Worker's Compensation Insurance carried by the Board:
 - A. Such absence shall not be deducted from sick leave.
 - B. The unit member shall receive full pay from the District for the first forty (40) working days and compensation earned by unit member for such absence shall be paid by the insurer directly to the District and the insurance company shall be directed at the time of filing claim. However, the amount paid to the District shall in no case exceed the amount paid by the District to the unit member.
 - C. The unit member shall receive no pay from the District for "lost time" beyond the forty (40) days and compensation earned for this period shall be paid by the insurer directly to the unit member. The insurance company shall be so directed at the time of filing the claim.
- 2. When a unit member is absent from work because he has been requested by the District, the insurer, the COMPENSATION BOARD, or their agents to report for hearings or examinations necessary because of illness or injury to him covered by Worker's Compensation Insurance carried by the Board, full pay shall be paid by the Board.

ARTICLE XIX DEPARTMENT AND GRADE LEVEL CHAIRPERSON POSITIONS

1. Purpose: To provide instructional leadership and guidance in the respective curriculum and grade level area and assist Building Administration to insure correlation of teaching and learning with New York State Educational Standards, Parts 100 and 200 of the Commissioners Regulations and the educational policies of the Alexander Board of Education.

2. Qualifications: The qualities the District would look for in hiring a Department or Grade Level Chairperson are:
 - be an effective communicator
 - be creative and innovative
 - be capable of assuming leadership responsibilities
 - be knowledgeable of the curriculum of the respective department and/or grade level
 - be open to new ideas and ways to make improvements
 - be able to interpret student assessment data
 - be enthusiastic about wanting to help students achieve success at a high level

3. Responsibilities:
 - to provide instructional leadership and guidance to their respective department or grade level
 - to monitor the interpretation of department or grade level curriculum with the Standards, Commissioners Regulations and Board Policies
 - to facilitate the establishment of departmental and grade level goals that coincide with building and district goals
 - to assist the Building Administration in the analysis of student assessment data
 - to provide assistance in the organization and coordination of State and local tests
 - to provide input, when necessary, in the development of the Master Schedule and assists in the assigning of teacher schedules for the upcoming school year
 - to provide assistance in the organization of elementary field trips and the fund raising necessary to conduct such a trip
 - to provide recommendations for needed equipment, supplies and other similar budget requests
 - to conduct department or grade level meetings on a regular basis (at the very least, once every month)
 - to provide written minutes of each department or grade level meeting

- to become an active member of the Curriculum Assessment Council

4. Positions:

The Elementary Building –

- Kindergarten Grade Level Chairperson
- First Grade Level Chairperson
- Second Grade Level Chairperson
- Third Grade Level Chairperson
- Fourth Grade Level Chairperson
- Fifth Grade Level Chairperson
- Special Education Chairperson
- Reading

The Secondary Building –

- Math, Science and Technology, Co-Chairpersons
- English Language Arts Chairperson (includes the Library Media Teacher)
- Social Studies Chairperson
- Health and Physical Education
- Languages Other Than English Chairperson
- Arts and Humanities Chairperson
- Career Development, Occupational Studies and Home and Careers
- Special Education Chairperson

5. Organizational Relationship and Evaluation:

- Chairpersons will be supervised by the Building Principal and/or one of the Assistant Principals
- Chairpersons will be evaluated in writing once a year. This evaluation will be completed no later than May 30th.

ARTICLE XX CONDITIONS OF EMPLOYMENT

1. Work Year

- A. The work year for unit members shall be no more than one hundred eighty-five (185) days.
- B. In the event of mild winter weather, the Board will give consideration to utilizing unused emergency (snow) days to shorten the last week of school for elementary students and/or possibly lengthening the Memorial Day Weekend Student Vacation. Some emergency days must be maintained between Memorial Day and

Regents Week to cover the possibility of closing school because of other unforeseen circumstances i.e. water and sewage problems, etc.

2. Work Day

- A. The work day shall be seven (7) hours and thirty (30) minutes long, including lunch and including the time between the first and second bus runs. Unit members' schedules will be determined by the Building Principals.
- B. Unit members shall fulfill professional duties which require attendance outside the school day.
- C. Each unit member will be provided a duty-free lunch period of at least thirty (30) minutes in length.

3. Faculty Meetings

- A. Unit members shall be required to attend scheduled meetings unless excused by the Building Principal.
- B. Said meetings shall last no more than one (1) hour.
- C. Said meetings shall begin within at least ten (10) minutes of student dismissal time or be held during the period of time between the first and second bus runs.
- D. Unit members who during the school year attend more than thirty (30) meetings outside of the regular work day shall be granted compensatory time for all such meeting attendance to be utilized at the unit member's discretion during the period of time between the first and second bus runs, upon arrangement with the Building Principal.

4. Additional Conditions

- A. Junior High School unit members will be assigned to five (5) academic teaching periods, one (1) supervision period and two (2) preparation periods within the regular student day except that this shall not prohibit any unit member from voluntarily teaching in lieu of a supervision period nor from voluntarily supervising in lieu of a preparation period.

Senior High School unit members will be assigned to three (3) full academic teaching blocks or their equivalent, and one (1) full preparation block or its equivalent within the regular student day. This shall not prohibit any unit member from voluntarily supervising, within the teacher work day, in lieu of an equivalent amount of academic or preparation time during the regular student day.

- B. Unit members in the Elementary School shall be provided with at least one (1) preparation period of at least forty-five (45) minutes per day, within the student day, which is currently 8:45 a.m. to 3:30 p.m.
- C. No class shall contain more than thirty (30) students unless approved by the Curricular Chairperson or Building Principal in consultation with the unit member involved.
- D. Two (2) supervisors are to be provided for the supervision of any study hall which exceeds sixty (60) assigned pupils.
- E. The cafeteria shall be supervised by non-teaching personnel whenever possible. In the event a unit member is assigned to cafeteria duty, such assignment shall be considered as a period of supervision. In the event that more than sixty (60) students are assigned to a lunch period, the District shall make reasonable effort to assign two (2) staff members to cafeteria duty for that lunch period.
- F. When a unit member is absent, the Building Principal will make a reasonable effort to find a qualified substitute prior to the commencement of the day, if such a substitute is reasonably available.
- G. Those teaching duties which directly involve the instruction and education of students shall be performed only by a certified teacher or four-year college graduate, except in an emergency.
- H. Elementary planning time shall be 1/2 day every other month.

5. Vacancies

- A. Whenever any vacancy occurs or is known to be forthcoming in any professional position in the District, the Superintendent shall give written notice of such vacancy to the Association and shall post a copy of said notice on the teachers bulletin board in each school as soon as possible, ordinarily at least fourteen (14) school days before the final date when application must be submitted and in no event less than ten (10) school days before such date. This notice shall clearly set forth the minimum qualifications for the position, the duties, the salary range, the filing date for applications, and the procedure to be used for filling the position. The District shall not be required to transfer any teacher during the school year.
- B. Unit members who desire to apply for vacancies which may be created during the summer vacation period shall submit their names to the Superintendent together with the position or positions they desire to apply for and an address where they can be reached during the summer vacation period. The superintendent shall notify such unit members of any vacancies in any position for which they have desire to apply and such notification shall set forth a description of and qualifications for the position including the duties and the salary. Such notice shall be sent as far in advance as is practical. In addition, the Superintendent shall post a list of vacancies that have been created during the summer vacation period

on a bulletin board at the Administrative Office and shall send such a list of positions to the Association President or his designee.

- C. Whenever any vacancies shall occur in any extra-curricular activities for which there is compensation, the Superintendent shall cause notice of such vacancy to be posted in all schools not less than six (6) days prior to the filling of the vacancy.

ARTICLE XXI PERSONNEL FILE

1. The District will maintain a personnel file which shall contain copies of all filed information pertaining to a unit member.
2. Building Principals will maintain a separate supervisory file on all unit members assigned to their building. The supervisory file will contain copies of all observation reports and of all memoranda of a supervisory nature forwarded to the unit member. A separate copy of observation reports will be placed in the District Personnel File after signature by both the Building Principal and the unit member.
3. Any determinations regarding the granting or denial of tenure or dismissal may encompass all aspects of the unit member's total job performance provided that such determinations can be substantiated by the file.
4. Before any material other than routine non-evaluative material is added to the unit member's file, the unit member will be given a copy of the material and will acknowledge in writing that he has received it by signing the file copy thereof. The unit member will have the right to submit a written answer to such material to be attached thereto in the file.
5. Whenever any incident or action has taken place which the District may later use as a cause for disciplinary action, the District shall notify the unit member in writing of such possibility within thirty (30) days from the time the District became or should have become aware of such incident or action.
6. The unit member shall have the right to examine his or her personnel file, with the exception of confidential pre-employment information by appointment with the Superintendent/designee. The unit member may have an Association representative present during the review if he or she so desires.

ARTICLE XXII UNIT MEMBER EVALUATION

1. Purpose of Performance Review
 - A. The purpose of the performance review of Instructional and Pupil Personnel Staff is to promote the improvement and effectiveness of instruction in the Alexander Central School District. Non-tenured teachers shall use the Traditional model. Tenured teachers shall choose from one of the following observation methods:

1. Self-evaluation model
2. Collaborative model
3. Traditional model

Building administrators will have forms and criteria for each of the models. The Traditional model is described below.

2. Criteria for Evaluation of Instructional Staff

- A. The criteria for the evaluation of instructional staff shall be based on the utilization of and attempts to master the Principles of the Elements of Instruction and also the demonstration of high Teacher Expectation for Student Achievement. In this regard, the evaluator will attempt to determine if staff members:
1. Teach to an Objective.
 - a. Formulate an instructional objective.
 - b. Generate teacher behaviors relevant to an objective.
 - c. Generate student activities relevant to an objective.
 2. Select an Objective at the Current Level of Difficulty for Students.
 - a. Select a terminal objective.
 - b. Write a task analysis.
 - c. Use the task analysis as the basis for the diagnostic process.
 3. Monitor the Students and Adjust the Teaching.
 - a. Elicit overt behavior of students.
 - b. Check the overt behavior.
 - c. Use an analysis of the learning and/or knowledge of the principles of learning to interpret the overt behavior of students.
 - d. Act on the interpretation.
 4. Use of Principles of Learning (some of which are listed below).
 - a. Active participation.
 - b. Anticipatory set.
 - c. Motivation.
 - d. Closure.
 - e. Practice.
 - f. Modeling.
 - g. Meaning.
 - h. Reinforcement.

5. Demonstrate a real attitude that all students can learn and that learning experiences can be provided that will result in the successful mastery of basic skills.
6. Demonstrate other Professional Responsibilities inherent in the proper performance of the overall job.

3. Criteria for Evaluation of Pupil Personnel Staff

- A. The criteria for the evaluation of Pupil Personnel Staff may be partially based on criteria in Section B only when the staff member has assigned teaching duties. The major portion of the criteria for these staff members will be based on their individual job expectations. Such job expectations must be in writing and made available to each individual upon initial hiring and after any revision of the written job description.

4. Description of Review Procedures and Expectations

- A. All staff members will be made aware of the performance review procedures at the inception or revision of such procedures. Newly hired staff members will be informed of the procedures within the first month of actual employment.
- B. All formal observation of the performance of a staff member will be conducted openly and with full knowledge of such individual.
- C. An observation for purpose of evaluation shall consist of at least one complete lesson, whenever possible.
- D. Formal observations will be conducted according to the following minimum schedule:
 - a. First year staff - three observations
 - b. Second year staff -two observations
 - c. Third year staff -two observations
 - d. Beyond third year - one observation for Traditional only
- E. A follow-up conference shall be held. It should be scheduled within three (3) school days following the observation.
- F. A copy of the observation report will be provided to the teacher at the conference.
- G. The main purpose of the conference shall be to provide the reviewer with an opportunity to commend strengths of performance and need for improvement, if necessary, with the staff person being reviewed.
- H. The staff member shall be furnished with a copy of the formal observation report no later than two (2) school days after the initial follow-up conference. This formal report shall be signed by both parties. The latter action is to attest only to

the fact that both parties have read the document and does not signify approval. The staff member shall have the right to request and be granted a conference with the evaluator following the receipt of the formal observation report and/or to submit a written reaction to be attached to the report.

- I. The formal report shall include a statement noting any known deficiencies and the progress or lack of progress regarding any previously noted deficiencies. The staff member will be given an opportunity and assistance to overcome any noted deficiency. This is not to be construed to mean that any given formal observation report will be all inclusive of information available for the total evaluation of the staff member.
- J. Future revisions to these procedures may be necessary and may be recommended by either group. Any change in these procedures will take place only by mutual agreement of both parties and, by Regents Regulation, must have the approval of the Board of Education.

ARTICLE XXIII ASSOCIATION RIGHTS

1. Right To Use

- A. If the Association desires to use school buildings, facilities and equipment, a request shall be made following normal District procedure.
- B. Such use will not interfere with the regular school program.
- C. Permission shall not be unreasonably denied.

2. Transacting Business

- A. Duly authorized representatives of the Association and its affiliates shall be permitted to transact official organization business on school property at all reasonable times.
- B. Such business transactions shall not interfere with or interrupt normal school operations.
- C. Outside personnel shall report their presence to the Building Principal.
- D. The Building Principal shall make a reasonable effort to arrange the teaching schedule of the Association President so that the President may have the opportunity to take care of Association business during his scheduled free periods. The Building Principal may, in his discretion, grant additional time for Association business.

3. Special Meetings

The Association shall be given an opportunity after adjournment of faculty meetings, including the orientation program for new unit members, to present brief report and announcements.

4. Communications

- A. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards at least one (1) of which shall be provided in each school building.
- B. The Association shall have the right to use the interoffice service and teacher mail boxes for communication to unit members.

5. Board Meetings

- A. The Association shall be given an agenda of the Board Meetings at the same time it is received by the public.
- B. The Association shall receive a copy of the minutes of each Board Meeting as soon as they are available.

6. Released Time

Whenever representatives of the Association are mutually scheduled by the parties to participate during working hours in conferences, meetings, or negotiations, they shall suffer no loss in pay and there shall be no cost to the Association.

7. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

ARTICLE XXIV DURATION AND CHANGES

The provisions of this Agreement shall be effective as of July 1, 2006, except as otherwise provided herein, and shall continue in full force and effect through and including June 30, 2010, except as otherwise specifically indicated in the various clauses of this Agreement. Unless written notice is given by March 1, 2010 but not before February 1, 2010, by either party requesting change or termination of this Agreement, then it shall continue in effect from year to year until such notice is given before March 1, but not before February 1 of any subsequent year.

This agreement shall constitute the full and complete Agreement between the parties and may be changed only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

IN WITNESS WHEREOF, the parties have agreed to the terms and provisions contained in the foregoing Agreement on this 27th day of June, 2008.

For the District

For the Association

Dick Young
Dick Young, Superintendent

Paul Janes
Paul Janes, President

Dated 6-27-08

Dated 6-27-08

APPENDIX A

Salary Schedules

<u>Step</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1	31,800	32,500	33,200	33,900
2	32,650	33,300	33,800	34,300
3	33,550	34,000	34,400	34,900
4	34,500	34,900	35,300	35,600
5	35,400	35,800	36,200	36,500
6	36,400	36,800	37,200	37,500
7	37,400	37,800	38,200	38,500
8	38,500	38,900	39,200	39,500
9	39,700	40,100	40,400	40,500
10	41,100	41,300	41,500	41,700
11	43,100	43,400	43,600	43,600
12	45,000	45,200	45,400	45,400
13	47,300	47,500	47,700	47,700
14	51,000	51,200	51,400	51,400
15	54,000	54,200	54,400	54,400
16	58,000	58,200	58,400	58,400
17	63,000	63,200	63,400	64,000
18	66,000	67,000	68,000	69,000

Off-step stipends are for continuous completed years of service at Alexander Central School.

18-19	2,500	3,000	3,500	4,000
20-24	3,600	4,100	4,600	5,100
25-29	4,100	4,600	5,100	5,600
30+	4,850	5,500	6,400	7,000

Non-teaching unit members will receive a 3.8% increase each year of the contract.

The Longevity stipends for non-teaching unit members shall be as follows:

\$1000	18-24 years of completed service
\$1500	25 years or more of completed service

Explanation: Continuous completed years of service will include those unit members who take a contractual leave of absence, are placed on the Preferred Eligibility List (for the legal extent possible) or have performed a long term substitution at ACS that follows *Jarema* credit guidelines.

APPENDIX B

I. SALARY SCHEDULE FOR INTERSCHOLASTIC ATHLETIC DUTIES

- A. Effective July 1, 2008 the following rates shall be paid. There shall be a 3% annual increase for each of these rates for the life of this contract.

	<u>First Year</u>	<u>Fifth Year</u>	<u>Tenth Year</u>
Varsity Coaches	\$239.31/week	\$253.51/week	\$264.44/week
Assistant Coaches	203.25/week	209.80/week	219.64/week
Junior High Coaches	182.49/week	190.13/week	198.88/week
Cheerleading Advisor	203.25/week	209.80/week	219.64/week
Supervisor	\$12.66 per hour		

A unit member will advance on the above pay schedule, where advancement is available, at the beginning of the fifth year (Column B) and tenth year (column C), of experience in that sport. Payment in Column B or C is restricted to certified teachers who have completed the New York State Coaching Course Requirement. All other individuals will be paid according to the above schedule.

- B. Weekly pay starts with the opening practice session and concludes with the end of the regular season as determined by the New York State Public High School Association except if a team qualifies and participates in the sectional, inter-sectional, and/or state championship programs. There is no extra for any other postseason activities.
- C. Supervisors include: Timer, scorer, Ticket Sellers, Bus and Game Supervisors, etc.
- D. The District will pay the cost of tuition for courses taken by a unit member assigned to a coaching position if the unit member is required to complete such courses. Unit members who agree to accept tuition payment by the District for the required courses will agree to continue coaching for at least two (2) school years following completion of the coaching sequence if their regular employment in the District is continued.

2. A.

CO-CURRICULAR ACTIVITIES

	2006-07	2007-08
A.N.T.S.	396.55	408.45
Art Club – HS	837.39	862.51
Art Club – MS	618.00	636.54
Builders Club	614.91	633.36
College & Careers	837.39	862.51
College & Careers	837.39	862.51
Color Guard	1,926.10	1,983.88
Drama Club	1,052.66	1,084.24
Elementary Drama	1,052.66	1,084.24
Elementary Art Club	396.55	408.45
Elementary Band	1,283.38	1,321.88
Elementary Chorus	1,283.38	1,321.88
Elementary Yearbook	623.15	641.84
Freshman Class	837.39	862.51
HS Yearbook Co-Advisor	764.26	787.19
HS Yearbook Co-Advisor	764.26	787.19
Jr. High Academic Team	614.91	633.36
Jr. Honor Society	692.16	712.92
Jr. High Science Club	837.39	862.51
Junior Class	914.64	942.08
Marching Band	2,042.49	2,103.76
Marching Band Assistant	1,590.32	1,638.03
Middle School Drama	1,052.66	1,084.24
MS Student Council Co-Advisor	457.32	471.04
MS Student Council Co-Advisor	457.32	471.04
MS Yearbook	623.15	641.84
Musical – Choreography	919.79	947.38
Musical – Director	1,688.17	1,738.82
Musical – Co-Director	1,688.17	1,738.82
Musical – Pit Band	919.79	947.38
National Honor Society	692.16	712.92
Odyssey of the Mind	614.91	633.36
Pageturners – Elementary	630.36	649.27
Pageturners – Secondary	630.36	649.27
SADD	837.39	862.51
Secondary Choral	1,283.38	1,321.88
Secondary Instrumental	1,283.38	1,321.88
Senior Class Advisor	1,322.52	1,362.20
Ski Co-Advisor	614.91	633.36
Ski Co-Advisor	614.91	633.36
Social Studies Club	837.39	862.51
Sophomore Class Advisor	837.39	862.51
Sr. Class Assist. Advisor	1,052.66	1,084.24
Sr. High Academic Team	614.91	633.36
Sr. High Science Club Advisor	837.39	862.51
Sr. High Student Council	1,322.52	1,362.20

- B. Unit members responsible for students at county or state music events will be given mileage if a school vehicle is not available and will be reimbursed for meals. If a unit member uses a school vehicle, he/she will be reimbursed the cost of gas, tolls, and repairs in lieu of mileage.
- C. Reports shall be required before Appendix B compensation shall be paid.
- D. Committee for Extra Classroom Activities – This committee will commence in July 2008 and report to the Superintendent and the AUT President by January 2009. The Superintendent and the AUT President will appoint an equal amount of members to this committee. This time table may be amended by mutual agreement of both parties. Stipend increases for Extra Classroom Activities shall be per committee review effective July 1, 2008 through the end of this contract. There shall be an average increase of 3% per year.
- E. A faculty member who is not a member of the Music Department will be paid \$100 per performance as an accompanist for elementary, middle and high school concerts.
- F. Dance and fun night chaperones shall receive the same hourly rate as the Athletics Supervisor. The number of chaperones will be determined by the hosting advisor and the principal.

EXTRACLASSROOM ACTIVITY MATRIX

Salary Schedule for 2008-2009 and 2009-2010

	0-50 hrs	51-100 hrs	101-150 hrs	151-200 hrs	201+ hrs
C a t e g o r y A	08-09 650.00	875.00	1,100.00	1,275.00	1,575.00
	09-10 670.00	901.00	1,133.00	1,313.00	1,622.00
	A.N.T.S. Builders Club Elem. Art Club Elem. Yearbook MS Academic Team	HS Academic Team HS Science Club Odyssey of the Mind S.A.D.D. Ski Club Co-Advisor Ski Club Co-Advisor	HS Yearbook Musical Choreography	Marching Band Assistant MS Student Council Senior Class Assistant	
C a t e g o r y B	08-09 750.00	975.00	1,150.00	1,375.00	1,675.00
	09-10 773.00	1,004.00	1,185.00	1,416.00	1,725.00
	Elem. Pageturners MS Pageturners MS Art Club MS Yearbook HS Art Club	College & Careers Club Elem. Drama Club MS Drama Club Natl. Honor Society	Junior Class Advisor Natl. Junior Honor Society Pit Band	Musical Co-Director Senior Class Advisor	Social Studies Club
C a t e g o r y C	08-09 850.00	1,075.00	1,200.00	1,425.00	1,775.00
	09-10 876.00	1,107.00	1,236.00	1,468.00	1,828.00
	Freshman Class Advisor Sophomore Class Advisor MS Science Club	Colorguard	Elem. Choral HS Drama Club	Elem. Instrumental Secondary Instrumental Secondary Choral	Marching Band Director Musical Director HS Student Council

Category A

1. Advisor Only
2. Small groups of students
3. Occasional fund raising
4. Usually seasonal

Category B

1. Advisory/ some teaching
2. Size could be entire class
3. Fund raising
4. Usually year long

Category C

1. Advisory/ some teaching
2. Size will vary
3. Fund raising
4. Mostly year long

APPENDIX C

GRADUATE HOUR APPROVAL FORM

TO: The Board of Education
Alexander Central School
Alexander, New York 14005

I hereby make application for approved graduate hours as follows:

COURSE & NUMBER	HOURS PER	COLLEGE	DATE TO BE TAKEN
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PURPOSE FOR WHICH COURSES ARE TAKEN _____

DATE _____ SIGNATURE _____

PROOF MUST BE SUBMITTED BY SEPTEMBER BEFORE PAYMENT CAN BE MADE.

DO NOT WRITE BELOW

PROOF RECEIVED FOR _____ HOURS AMOUNT APPROVED \$ _____

DATED _____ SIGNED _____
Board Official

REMARKS

APPENDIX D

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number _____

Last Name	First	M.I.
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Association _____

TO THE BOARD OF EDUCATION:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transfer to said Association, dues as certified by said Association. I hereby waive all rights and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes which I am employed in this school system or until revoked by me in writing.

Member Signature

Date

APPENDIX E

PERSONAL BUSINESS LEAVE MEMORANDUM

The Agreement between the District and the AUT provides annual paid leave for all unit members under Article XV, "Leave of Absences." Section 1 of Article XV refers to annual paid leave: Paragraph B identifies six categories for paid leave, including personal business; Paragraph C provides some guidance for the use of paid leave by stating, "In no event shall leave days be used for income-related, recreation, or leisure activities."

This Memorandum clarifies the intent of the provision of paid leave for personal business within the spirit of the professional environment encouraged by the Agreement.

1. The provision of paid leave for personal business recognizes compelling commercial or professional dealings and matters that cannot be taken care of outside the regular school day.
2. Personal business shall exclude income-related work, and vacations, leisure and recreational activities. Income-related work means any activity that generates personal income, or money, not defined in the Agreement. Vacation, leisure, and recreational activities mean a period of time used primarily for personal relaxation, amusement or rest.
3. Examples of appropriate use of paid leave for personal business include, but are not limited to the following:
 - ♦ fire, accident, or emergency situations directly affecting the teacher.
 - ♦ special legal matters that cannot be scheduled outside the regular school day.
 - ♦ subpoenaed as a witness in legal proceedings (excluding jury duty and subpoenas issued by the District).
 - ♦ fulfilling family responsibilities by accompanying child(ren) or elderly parents to honors, competitions, or college visitations.
 - ♦ accompanying spouse to extraordinary and special career or educational honors or awards (excluding activities that are primarily income-related, recreational, or leisure activities).

For the District:

/s/ John Lutz

Dated: January 15 1998

For the Association:

/s/ James Neider

Dated: January 15, 1998