



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Sharon Springs Central School District and Sharon Springs Teachers Association (2003) (MOA)**

Employer Name: **Sharon Springs Central School District**

Union: **Sharon Springs Teachers Association**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/07**

PERB ID Number: **8098**

Unit Size: **44**

Number of Pages: **40**

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

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

TA
8098

AGREEMENT

Between

SHARON SPRINGS TEACHERS ASSOCIATION

AND

THE

SHARON SPRINGS CENTRAL SCHOOL DISTRICT

JEH 9-1-04

July 1, 2003 – June 30, 2007

RECEIVED

DEC 06 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

44

INDEX

	<u>PAGE</u>
Preamble	1
Recognition	Article I 2
Negotiation Procedures	Article II 3
Association Rights	Article III 4
Salary Schedules	Article IV 6
Extra Pay For Extra Duties	Article V 11
Insurance	Article VI 13
Leave Policies	Article VII 15
Sick Leave Bank	Article VIII 19
Teacher Employment	Article IX 21
Teacher Workload	Article X 24
Teacher Protection	Article XI 25
Educational Improvement	Article XII 27
Tax Sheltered Annuities	Article XIII 28
Credit Union	Article XIV 29
Miscellaneous Provisions	Article XV 30
Grievance Procedures	Article XVI 32
Teacher Evaluation	Article XVII 34
Terms Related to Education Of The Handicapped	Article XVIII 36
Duration of Agreement	Article XIX 37

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), as amended to encourage and increase effective and harmonious working relationships between the Sharon Springs Central School District (hereinafter referred to as the District), and its professional employees represented by the Sharon Springs Teachers Association (hereinafter referred to as the Association), and to enable the professional employees more fully to participate in and contribute to the development of policies for the School District so that the cause of public education may best be served in Sharon Springs, the parties enter into this Agreement.

ARTICLE I
RECOGNITION

The Sharon Springs Board of Education, having determined that the Sharon Springs Teachers Association is supported by a majority of the teachers in a unit composed of all full-time certified professional personnel employed by the school district except the Superintendent, Business Manager and Principal, hereby recognizes the Sharon Springs Teachers Association as the negotiating agent for all teachers in such unit. It is further recognized that the teachers have the right to join, or not to join the Association, but membership shall not be a condition precedent for employment or continuation of employment of any employee. In accordance with the provisions of Section 208, Chapter 392 of the Laws of 1967 as amended, such recognition shall extend for the maximum length of time permissible.

ARTICLE II
NEGOTIATION PROCEDURES

- A. Negotiations for a successor to this agreement shall commence by January 15 prior to expiration of this Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the District, 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 within the limits of the authority granted by the District and the Association.
- C. The parties agree, upon request, to exchange relevant data and information to expedite the negotiation process.
- D. When agreement on the proposed contract is reached, the proposed contract should be reduced to writing by the District. Within ten (10) school days after the contract has been approved by both committees, it shall be forwarded to the District and the Association for final approval. The District and the Association shall obtain final approval within ten (10) school days, after which the authorized officers shall sign the agreement.

ARTICLE III

ASSOCIATION RIGHTS

A. Dues Deduction

1. The District agrees to deduct from the salaries of each teacher (as per written authorization from each teacher) dues for the Sharon Springs Teachers Association and its affiliates and to transmit the monies so promptly to the Association when collected.

PAYROLL DEDUCTION AUTHORIZATION

Soc. Security Number _____

Last Name First Name M.I.

District Name _____

Organization _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right 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 therefore. 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 while I am employed in this school system, or until revoked by me in writing.

Member Signature _____ Date _____

2. Deduction referred to in Section 1 above will be made in 17 equal installments plus one adjustment installment beginning with the first payroll in October.
3. Dues deduction authorization must be presented to the Clerk of the District fifteen days prior to the payroll date at which such authorization is to take effect.

Association Rights (continued)

4. The Association will notify the Clerk of the District in writing of the amount of annual dues by September 15.
- B. The District will provide the Association with fifty copies of this agreement. The Association will distribute copies to each member of the bargaining unit.
- C. The Association will receive a copy of the agenda of regular Board of Education meetings, five school days in advance of the meeting. Upon written request, the President of the Association will be provided with a copy of the approved minutes of each Board of Education meeting.

2003-2004											TOTAL BASE SALARY	
STEP	A+1440		B+585		A+2880		C+1440		TOTALS	PER STEP		
"A"	B	C	D	E								
1	33,778	3	35,274	0	35,883	2	36,771	0	37,379	0	5.00	173,098
2	34,257	1	35,754	0	36,362	2	37,250	0	37,859	0	3.00	106,980
3	35,115	2	36,612	0	37,220	0	38,109	0	38,717	0	2.00	70,231
4	35,813		37,310	0	37,918	0	38,807	0	39,415	0	0.00	0
5	36,987	1	38,484	0	39,092	1	39,981	0	40,589	0	2.00	76,080
6	38,169	0	39,666	0	40,274	1	41,163	0	41,771	0	1.00	40,274
7	39,349	1	40,846	0	41,454	2	42,343	1	42,951	0	4.00	164,601
8	40,530	0	42,027	0	42,635	1	43,524	0	44,132	0	1.00	42,635
9	41,715	0	43,212	0	43,820	1	44,709	0	45,317	0	1.00	43,820
10	42,888	0	44,385	0	44,993	2	45,881	0	46,490	0	2.00	89,985
11	44,104	0	45,601	0	46,209	0	47,098	0	47,706	1	1.00	47,706
12	45,359	0	46,855	0	47,464	3	48,352	0	48,960	1	4.00	191,351
13	46,650	0	48,147	0	48,755	2	49,643	0	50,252	0	2.00	97,509
14	48,901	0	50,398	0	51,006	1	51,895		52,503	0	1.00	51,006
15	48,901	0	50,398	0	51,006	0	51,895		52,503	0	0.00	0
16	51,354	0	52,851	0	53,459	0	54,348	0	54,956	0	0.00	0
17	51,354	0	52,851	0	53,459	3	54,348	0	54,956	0	3.00	160,378
18	52,313	0	53,810	0	54,418	2	55,307	0	55,915	0	2.00	108,836
19	52,313	0	53,810	0	54,418	0	55,307	0	55,915	0	0.00	0
20	52,313	0	53,810	0	54,418	1	55,307	0	55,915	0	1.00	54,418
21	54,951	0	56,448	0	57,056	0	57,945	0	58,553	0	0.00	0
22	54,951	0	56,448	0	57,056	1	57,945	0	58,835	0	1.00	57,056
23	56,618	0	58,123	0	58,735	0	59,629		60,240	0	0.00	0
24	56,618	0	58,123	0	58,735	0	59,629	0	60,240	0	0.00	0
25	56,618	0	58,123	0	58,735	0	59,629		60,240	0	0.00	0
26	58,174	0	59,680	0	60,291	0	61,185	0	61,797	0	0.00	0
27	58,174	0	59,680	1	60,291	0	61,185	0	61,797	0	1.00	59,680
28	59,372	0	60,878	0	61,489	0	62,383	0	62,995	1	1.00	62,995
29	59,372	0	60,878	0	61,489	0	62,383	0	62,995	0	0.00	0
30	60,269	0	61,775	0	62,386	1	63,280	0	63,892	0	1.00	62,386
31	60,269	0	61,775	0	62,386	0	63,280		63,892	0	0.00	0
32	60,269	0	61,775	0	62,386	0	63,280	0	63,892	0	0.00	0
33	61,053	0	62,559	0	63,170	0	64,064	0	64,676	0	0.00	0
34	61,053	0	62,559	0	63,170	0	64,064	0	64,676	0	0.00	0
35	61,053	0	62,559	0	63,170	0	64,064		64,676	1	1.00	64,676
CREDIT HOURS		8.0	1.0		26.0		1.0		4.0		40.00	1,825,701
@ \$48 PER HOUR		36	0		137		15		11		199	9,552
											0	0
											0	1,835,253
NOTES:												3,725
Guidance summer hours												1,838,978
												Total Salaries

2004-2005											TOTAL BASE SALARY	
STEP	A+1440		B+585		A+2880		C+1440		TOTALS	PER STEP		
	"A"	B	C	D	E							
1	34,330	0	35,851	0	36,470	0	37,373	0	37,991	0	0.00	0
2	34,817	3	36,339	0	36,957	2	37,860	0	38,478	0	5.00	178,365
3	35,690	1	37,211	0	37,829	2	38,733	0	39,351	0	3.00	111,348
4	36,399	2	37,920	0	38,538	0	39,441	0	40,060	0	2.00	72,798
5	37,593		39,114	0	39,732	0	40,635	0	41,253	0	0.00	0
6	38,794	1	40,315	0	40,933	1	41,837	0	42,455	0	2.00	79,727
7	39,993	0	41,514	0	42,132	1	43,036	0	43,654	0	1.00	42,132
8	41,193	1	42,715	0	43,333	2	44,236	1	44,854	0	4.00	172,094
9	42,398	0	43,919	0	44,537	1	45,440	0	46,058	0	1.00	44,537
10	43,589	0	45,111	0	45,729	1	46,632	0	47,250	0	1.00	45,729
11	44,825	0	46,347	0	46,965	2	47,868	0	48,486	0	2.00	93,930
12	46,101	0	47,622	0	48,240	0	49,143	0	49,761	1	1.00	49,761
13	47,413	0	48,934	0	49,552	3	50,456	0	51,074	1	4.00	199,730
14	49,701	0	51,223	0	51,841	2	52,744	0	53,362	0	2.00	103,681
15	49,701	0	51,223	0	51,841	1	52,744		53,362	0	1.00	51,841
16	52,195	0	53,716	0	54,334	0	55,237		55,855	0	0.00	0
17	52,195	0	53,716	0	54,334	0	55,237	0	55,855	0	0.00	0
18	53,169	0	54,690	0	55,308	3	56,211	0	56,829	0	3.00	165,924
19	53,169	0	54,690	0	55,308	2	56,211	0	56,829	0	2.00	110,616
20	53,169	0	54,690	0	55,308	0	56,211	0	56,829	0	0.00	0
21	55,850	0	57,371	0	57,990	1	58,893	0	59,511	0	1.00	57,990
22	55,850	0	57,371	0	57,990	0	58,893	0	59,797	0	0.00	0
23	58,334	0	59,885	0	60,515	1	61,436	0	62,066	0	1.00	60,515
24	58,334	0	59,885	0	60,515	0	61,436		62,066	0	0.00	0
25	58,334	0	59,885	0	60,515	0	61,436	0	62,066	0	0.00	0
26	59,938	0	61,489	0	62,119	0	63,040		63,670	0	0.00	0
27	59,938	0	61,489	0	62,119	0	63,040	0	63,670	0	0.00	0
28	61,172	0	62,723	1	63,353	0	64,274	0	64,904	0	1.00	62,723
29	61,172	0	62,723	0	63,353	0	64,274	0	64,904	1	1.00	64,904
30	62,096	0	63,647	0	64,277	0	65,198	0	65,828	0	0.00	0
31	62,096	0	63,647	0	64,277	1	65,198	0	65,828	0	1.00	64,277
32	62,096	0	63,647	0	64,277	0	65,198		65,828	0	0.00	0
33	62,904	0	64,455	0	65,085	0	66,006	0	66,636	0	0.00	0
34	62,904	0	64,455	0	65,085	0	66,006	0	66,636	0	0.00	0
35	62,904	0	64,455	0	65,085	0	66,006	0	66,636	1	1.00	66,636
		8.0		1.0		26.0		1.0		4.0	40.00	
CREDIT HOURS @ \$48 PER HOUR		36		0		137		15		11	199	1,899,259
												9,552
												0
												0
												1,908,811
NOTES:						Guidance summer hours						3,725
											Total Salaries	1,912,536

2005-2006											TOTAL BASE SALARY	
STEP	A+1440		B+585		A+2880		C+1440		TOTALS	PER STEP		
	"A"	B	C	D	E							
1	34,959	0	36,509	0	37,138	0	38,058	0	38,687	0	0.00	0
2	35,455	0	37,005	0	37,634	0	38,554	0	39,183	0	0.00	0
3	36,344	3	37,893	0	38,523	2	39,443	0	40,072	0	5.00	186,077
4	37,066	1	38,615	0	39,245	2	40,164	0	40,794	0	3.00	115,555
5	38,282	2	39,831	0	40,460	0	41,380	0	42,010	0	2.00	76,563
6	39,505		41,054	0	41,684	0	42,603	0	43,233	0	0.00	0
7	40,726	1	42,275	0	42,905	1	43,825	0	44,454	0	2.00	83,631
8	41,948	0	43,498	0	44,127	1	45,047	0	45,676	0	1.00	44,127
9	43,175	1	44,724	0	45,353	2	46,273	1	46,903	0	4.00	180,155
10	44,388	0	45,938	0	46,567	1	47,487	0	48,116	0	1.00	46,567
11	45,647	0	47,196	0	47,826	1	48,746	0	49,375	0	1.00	47,826
12	46,946	0	48,495	0	49,124	2	50,044	0	50,674	0	2.00	98,249
13	48,282	0	49,831	0	50,461	0	51,380	0	52,010	1	1.00	52,010
14	50,612	0	52,162	0	52,791	3	53,711	0	54,340	1	4.00	212,713
15	50,612	0	52,162	0	52,791	2	53,711	0	54,340	0	2.00	105,582
16	53,151	0	54,701	0	55,330	1	56,250		56,879	0	1.00	55,330
17	53,151	0	54,701	0	55,330	0	56,250		56,879	0	0.00	0
18	54,143	0	55,693	0	56,322	0	57,242	0	57,871	0	0.00	0
19	54,143	0	55,693	0	56,322	3	57,242	0	57,871	0	3.00	168,966
20	54,143	0	55,693	0	56,322	2	57,242	0	57,871	0	2.00	112,644
21	56,874	0	58,423	0	59,052	0	59,972	0	60,602	0	0.00	0
22	56,874	0	58,423	0	59,052	1	59,972	0	60,602	0	1.00	59,052
23	60,290	0	61,893	0	62,544	0	63,496	0	64,147	0	0.00	0
24	60,290	0	61,893	0	62,544	1	63,496	0	64,147	0	1.00	62,544
25	60,290	0	61,893	0	62,544	0	63,496		64,147	0	0.00	0
26	61,947	0	63,550	0	64,202	0	65,153	0	65,805	0	0.00	0
27	61,947	0	63,550	0	64,202	0	65,153		65,805	0	0.00	0
28	63,223	0	64,826	0	65,477	0	66,429	0	67,080	0	0.00	0
29	63,223	0	64,826	1	65,477	0	66,429	0	67,080	0	1.00	64,826
30	64,178	0	65,781	0	66,432	0	67,384	0	68,035	1	1.00	68,035
31	64,178	0	65,781	0	66,432	0	67,384	0	68,035	0	0.00	0
32	64,178	0	65,781	0	66,432	1	67,384	0	68,035	0	1.00	66,432
33	65,013	0	66,616	0	67,267	0	68,219		68,870	0	0.00	0
34	65,013	0	66,616	0	67,267	0	68,219	0	68,870	0	0.00	0
35	65,013	0	66,616	0	67,267	0	68,219	0	68,870	1	1.00	68,870
		8.0	1.0	26.0	1.0	4.0			40.00			
CREDIT HOURS @ \$48 PER HOUR		36	0	137	15	11			199			1,975,754
												9,552
												0
												0
												1,985,306
NOTES:												
Guidance summer hours												3,725
											Total Salaries	1,989,031

2006-2007												TOTAL BASE SALARY	
STEP	A+1440		B+585		A+2880		C+1440				TOTALS	PER STEP	
"A"	B	C	D	E									
1	35,600	0	37,178	0	37,819	0	38,755	0	39,396	0	0.00	0	
2	36,105	0	37,683	0	38,324	0	39,261	0	39,901	0	0.00	0	
3	37,010	0	38,588	0	39,229	0	40,166	0	40,806	0	0.00	0	
4	37,745	3	39,323	0	39,964	2	40,901	0	41,542	0	5.00	193,164	
5	38,983	1	40,561	0	41,202	2	42,139	0	42,780	0	3.00	121,387	
6	40,229	2	41,807	0	42,448	0	43,384	0	44,025	0	2.00	80,458	
7	41,473		43,050	0	43,691	0	44,628	0	45,269	0	0.00	0	
8	42,717	1	44,295	0	44,936	1	45,872	0	46,513	0	2.00	87,653	
9	43,966	0	45,544	0	46,185	1	47,121	0	47,762	0	1.00	46,185	
10	45,202	1	46,780	0	47,421	2	48,357	1	48,998	0	4.00	188,400	
11	46,484	0	48,061	0	48,702	1	49,639	0	50,280	0	1.00	48,702	
12	47,806	0	49,384	0	50,025	1	50,961	0	51,602	0	1.00	50,025	
13	49,167	0	50,745	0	51,385	2	52,322	0	52,963	0	2.00	102,771	
14	51,540	0	53,118	0	53,759	0	54,695	0	55,336	1	1.00	55,336	
15	51,540	0	53,118	0	53,759	3	54,695	0	55,336	1	4.00	216,612	
16	54,126	0	55,703	0	56,344	2	57,281	0	57,922	0	2.00	112,688	
17	54,126	0	55,703	0	56,344	1	57,281		57,922	0	1.00	56,344	
18	55,136	0	56,713	0	57,354	0	58,291		58,932	0	0.00	0	
19	55,136	0	56,713	0	57,354	0	58,291	0	58,932	0	0.00	0	
20	55,136	0	56,713	0	57,354	3	58,291	0	58,932	0	3.00	172,063	
21	57,916	0	59,494	0	60,135	2	61,072	0	61,713	0	2.00	120,270	
22	57,916	0	59,494	0	60,135	0	61,072	0	62,009	0	0.00	0	
23	61,546	0	63,182	0	63,847	1	64,818	0	65,483	0	1.00	63,847	
24	61,546	0	63,182	0	63,847	0	64,818	0	65,483	0	0.00	0	
25	61,546	0	63,182	0	63,847	1	64,818	0	65,483	0	1.00	63,847	
26	63,238	0	64,874	0	65,539	0	66,511		67,175	0	0.00	0	
27	63,238	0	64,874	0	65,539	0	66,511	0	67,175	0	0.00	0	
28	64,540	0	66,176	0	66,841	0	67,813		68,478	0	0.00	0	
29	64,540	0	66,176	0	66,841	0	67,813	0	68,478	0	0.00	0	
30	65,515	0	67,151	1	67,816	0	68,788	0	69,453	0	1.00	67,151	
31	65,515	0	67,151	0	67,816	0	68,788	0	69,453	1	1.00	69,453	
32	65,515	0	67,151	0	67,816	0	68,788	0	69,453	0	0.00	0	
33	66,367	0	68,004	0	68,669	1	69,640	0	70,305	0	1.00	68,669	
34	66,367	0	68,004	0	68,669	0	69,640		70,305	0	0.00	0	
35	66,367	0	68,004	0	68,669	0	69,640	0	70,305	1	1.00	70,305	
		8.0	1.0		26.0		1.0		4.0		40.00		
CREDIT HOURS @ \$48 PER HOUR		36	0		137		15		11		199	2,055,330	
												9,552	
												0	
												0	
												2,064,882	
NOTES:					Guidance summer hours							3,725	
											Total Salaries	2,068,607	

Graduate Credit Compensation

- A. Graduate hours shall be compensated at the rate of \$48.00 per graduate credit earned. Notification in writing in credits earned shall be by the close of the first day of school.
- B. Masters differential shall be \$585.00.
- C. When a pay date falls on a holiday or recess, paychecks will be mailed if a self-addressed envelope is left in the school office prior to the holiday or recess. The final paychecks will be issued during the last week of school.
- D. The daily maximum salary of substitutes shall not exceed 1/180 of Step 1, Schedule A.
- E. Teachers shall have the option of receiving salary checks at either 1/22 or 1/26 of the annual salary, such checks to be issued every two weeks on Thursday during the months of September through June inclusive. Those choosing the 1/26 plan must file written authorization not later than 3:30 p.m. the first instructional day of school. The last check in June for those choosing the 1/26 option shall be for the balance of annual salary. The last check shall be issued no later than during the last week of school.

Sharon Springs Central School
Extra Pay for Extra Duties

Code	Description	2002/2003	2003/2004	2004/2005	2005/2006	2006/2007
A2850.150	Book Store	417	434	451	469	488
A2850.150	Central Treasurer	1,216	1,265	1,315	1,368	1,423
A2850.150	FBLA	579	602	626	651	677
A2850.150	FFA	579	602	626	651	677
A2850.150	FHA	579	602	626	651	677
A2850.150	Freshman Class	579	602	626	651	677
A2850.150	High School Select Chorus	686	713	742	772	803
A2850.150	Jazz Band Director	686	713	742	772	803
A2850.150	Junior Class	1,084	1,127	1,172	1,219	1,268
A2850.150	Marching Band Color Guard	686	713	742	772	803
A2850.150	Marching Band Director	183	190	198	206	214
A2850.150	Mentoring	800	800	800	800	800
A2850.150	Middle School Activity Committee	417	434	451	469	488
A2850.150	Music Director	2,463	2,562	2,664	2,771	2,881
A2850.150	National Honor Society	417	434	451	469	488
A2850.150	Odyssey of the Mind	417	434	451	469	488
A2850.150	Poster Club	417	434	451	469	488
A2850.150	SADD	579	602	626	651	677
A2850.150	Science Club	579	602	626	651	677
A2850.150	Senior Class	1,088	1,132	1,177	1,224	1,273
A2850.150	Sophomore Class	579	602	626	651	677
A2850.150	Spanish Club	579	602	626	651	677
A2850.150	Student Council	806	838	872	907	943
A2850.150	Varsity Club	417	434	451	469	488
A2850.150	Yearbook	1,546	1,608	1,672	1,739	1,809
		18,378	19,081	19,812	20,573	21,364
A2855.150	Athletic Director	3,492	3,632	3,777	3,928	4,085
A2855.150	Baseball- Boys Modified	1,211	1,259	1,310	1,362	1,417
A2855.150	Baseball- Boys Varsity	2,621	2,726	2,835	2,948	3,066
A2855.150	Basketball- Boys JV	2,417	2,514	2,614	2,719	2,828
A2855.150	Basketball- Boys Modified	1,343	1,397	1,453	1,511	1,571
A2855.150	Basketball- Boys Varsity	3,225	3,354	3,488	3,628	3,773
A2855.150	Basketball- Girls JV	2,417	2,514	2,614	2,719	2,828
A2855.150	Basketball- Girls Modified	1,343	1,397	1,453	1,511	1,571
A2855.150	Basketball- Girls Varsity	3,225	3,354	3,488	3,628	3,773
A2855.150	Cheerleading- JV & Varsity	1,813	1,886	1,961	2,039	2,121
A2855.150	Soccer- Boys Modified	1,211	1,259	1,310	1,362	1,417
A2855.150	Soccer- Boys Varsity	2,621	2,726	2,835	2,948	3,066
A2855.150	Soccer- Girls JV	1,613	1,678	1,745	1,814	1,887
A2855.150	Soccer- Girls Modified	1,211	1,259	1,310	1,362	1,417
A2855.150	Soccer- Girls Varsity	2,621	2,726	2,835	2,948	3,066
A2855.150	Softball- Girls Modified	1,211	1,259	1,310	1,362	1,417
A2855.150	Softball- Girls Varsity	2,621	2,726	2,835	2,948	3,066
		36,216	37,665	39,171	40,738	42,368

Scorekeepers and time keepers \$25 per game.

Extra Pay For Extra Duties (continued)

1. Any new activity need not be considered for extra pay until it has been in existence for one year and has been proven to fill a need in the total school program.
2. Teachers who are assigned to be on duty at extra-curricular activities (other than those that they may already be getting paid for) should receive \$15.00 per hour.
3. "In-home" teaching duties (tutoring) shall be compensated at the rate of \$25.00 per hour.
4. Coaches and advisors who have coached/worked in the same sport/activity in the District will receive longevity increments for each five years they have been a coach or advisor in that activity. They will receive for: five or more total years in the same activity, an additional 10% of their current stipend; ten or more years in the same activity, an additional 20% of their current stipend; and fifteen or more years in the same activity, an additional 30% of their current stipend. The years are cumulative but do not have to be continuous and the longevity also applies to modified sports.
5. Teachers who have been given prior approval by the administration for participation in Curriculum Writing Projects, Committee Work, and Workshop Presentations (other than those for which they may already be getting paid), shall be compensated at the rate of \$25.00 per hour unless the pay is stipulated by a specific grant. This does not preclude teachers from volunteering for other committees/projects.
6. Teachers will be selected pursuant to the Mentor/Mentee Policy to serve as mentors for 1st year teachers. The stipend for this position is \$800 per year for the duration of the contract.

ARTICLE VI

INSURANCE

- A. The School District shall make available to the members of the bargaining unit the Empire Blue Cross Matrix, Empire Blue Cross PPO, MVP HMO, CDPHP HMO, or an equivalent plan.

The rate of contribution of the District shall be 100 percent of the charge on account of individual coverage and 75 percent of the charge for dependent coverage.

- B. Prescription Insurance

The district will provide prescription plan insurance with the health insurance plan selected by each participant. The premium cost from each member's plan will accumulate to a contractual ceiling. The District will increase the ceiling for prescriptions to \$53,434 (2003-2004), \$76,570 (2004-2005), \$79,630 (2005-2006), \$82,815 (2006-2007). Any difference beyond the above stated amounts shall be paid by the plan participants.

- C. Dental and Optical Insurance

1. The Delta Dental Plan and Davis Vision Plan or equivalent shall be provided to teachers. The District's rate of contribution will be \$35,395 (2003-2004), \$36,811 (2004-2005), \$38,283 (2005-2006), \$39,814 (2006-2007). Any difference beyond the above stated amounts shall be paid for by the plan participants.
2. The District's responsibility is solely to administer the program and it shall have no liability beyond the above listed figures, in so administering the program, to any employee or group of employees or any third party.
3. This program shall not cover any past, present, or future retired members of the professional staff.

- D. Bargaining unit members who are eligible for immediate retirement pursuant to the rules and regulation of the New York State Teachers' Retirement System and who retire from the District pursuant to those rules and regulations, with a minimum of 10 years of total full-time services equivalent with the district, shall receive health insurance benefits in retirement of 100% Individual and 50% Family.

F. Health Insurance Buy-Out (Optional)

1. Unit members enrolled in the District's health insurance plans who are otherwise health insured, may opt out of the District's health insurance program and receive a payment of 25% of the premium costs to the District for that year for the plan the individual teacher is eligible for. Such payment shall be made by the District in two installments, the first to be made on or before November 1st and the second to be made on or before May 1st of each year of buy-out.
2. The application and proof of alternative health care coverage shall be provided to the Superintendent in writing each year by June 1st in order to opt out as of July 1st.
3. Re-entry into the District's health insurance program shall be allowed at any time, subject only to waiting period or open period, if any, of the District's health insurance program rules and regulations.
4. Re-entry into the District's health insurance program shall be conditional upon the unit member's repaying the portion of the amount applicable for the remaining month(s) in the school year, as well as any penalties imposed by the insurance company. In the event that the employee's services are terminated for whatever reason or the employee is granted an unpaid leave, the employee shall be required to repay the portion of the amount applicable for the remaining months in the school year as well as any penalties imposed by the insurance company.
5. The District shall survey the bargaining unit members by April 1 of each year to determine if the Buy-out option will be cost effective and will be offered for the next year by May 1. The decision to offer the Buy-out option will be made exclusively by the District.

- G. The parties agree to establish a joint committee for the purpose of reviewing health insurance plans, providers and premium costs. The Committee shall be comprised of an equal number of representatives from each party, but no more than three members per side.

ARTICLE VII
LEAVE POLICIES

A. Short Term Leaves

1. Sixteen days of leave per year will be allowed for all employees, accumulative to 180 days. These days may be used for personal sickness. When cumulative personal sick leave has been used up, and additional thirty (30) working days will be granted and only the cost of a substitute's pay will be deducted from the teacher's salary.

2. Illness or Death in Family and Personal Business

From the appropriate sick leave credit granted (as defined in A-1) each member of this negotiating unit will be allowed ten (10) days "working days" of absence in any one school year for reason of serious illness requiring bedside or household attention by the employee or death in the immediate family (immediate family being parent, grandparent, parent-in-law, sister or sister-in-law, brother or brother-in-law, wife, husband, child, step-child, daughter-in-law, son-in-law, grandchild or guardian) or in the immediate household (including any person who has established a home with such staff member). Four (4) days of "working days" fall within the following guidelines.

"Personal business days" are a privilege extended by contractual agreement to the teaching staff, to enable a staff member to accomplish business which, through no fault of his own, falls on a scheduled school day, without resultant monetary loss. The use of these days shall not extend to the following:

- a. to accomplish business of a nature that could be accomplished or scheduled at another time.

- b. to extend or be used as a vacation period.

- c. to follow a vocational interest.

Request for personal leave shall be made 48 hours in advance, when possible.

3. A doctor's certificate may be required for three consecutive days or more of absence and when more than 25% of the teachers are absent on one day, a doctor's certificate is required for the next day except when the administration deems such certification unnecessary.
4. All sick pay shall terminate upon exhausting the aforesaid benefits. Any deductions in a pay period for which the teacher has a benefit due shall be deducted on a basis of 1/200 of annual salary for each day no benefit is due.
5. Time necessary for the appearance in any legal proceeding connected with the teacher's employment or with the school system or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved, a teacher taking such leave shall reimburse the school district for any fees he/she receives as a witness.
6. A teacher absent because of disability due to injury suffered while in the discharge of school duties shall not suffer loss of pay nor shall deduction be made against such leave up to six (6) months.
7. The Superintendent shall, at the beginning of the school year file with the clerk of the school district and deliver to each teacher a statement of the sick leave used and also the unused accumulated sick leave.

B. Sabbatical Leave

1. The Board of Education may grant sabbatical leaves to applicants who meet the following eligibility requirements:
 - a. Applicant is a tenured teacher who has served six consecutive years of full-time service in the Sharon Springs Central School District by the time the written application is submitted for consideration by the Board of Education.
 - b. Applicant agrees to return to employment in the District for at least one school year immediately following the sabbatical leave, or repay the pay received during the sabbatical leave.
 - c. Applicant submits a request for sabbatical leave by December 1 prior to the school year for which the leave is requested.

2. Sabbatical leave may be granted for the sole purpose of further education in the teaching profession or in any related field specifically approved by the Board of Education.
3. Sabbatical leave pay shall be at the rate of full pay for half year or half pay for full year.

C. Maternity or Child Rearing Leave

1. The first request for a maternity or child rearing leave shall be granted upon written request for a period of up to two (2) years for the purpose of caring for a child. Upon expecting another child, a one year extension may be granted. A teacher, then, must return for at least one semester prior to being eligible for additional maternity/child rearing leave. Maternity/child rearing leaves shall be limited to not more than one year for each additional pregnancy. Said leave shall be without pay, and shall end at the beginning of either semester during a given school year or following a 30 day written notice to the District expressing desire to return to work other than at the beginning of a semester. A teacher shall notify the District of the intention to take a maternity or child rearing leave at least ninety (90) days in advance of the date the leave is to commence, and of the anticipated return date, consistent with the first sentence herein. If the pregnancy is interrupted, the leave may be terminated upon written request accompanied by a physician's certification that the teacher is physically fit to resume work. Consistent with N.Y.S. Education Law, a school district may require a confirming opinion by a school physician. Child rearing leave shall be granted to a male or female employee who is the primary care giver in rearing the child. In the case of adoption, the teacher shall notify the District at least ninety (90) days in advance of the date an adoptive child is expected to be available, his or her intent to take this leave, and the anticipated return date consistent with the first sentence herein. The ninety (90) day notice may be waived in an emergency. An adopting parent shall notify the District immediately upon receipt of notification that a child is available for him or her to adopt on a specific date. After an interrupted pregnancy or in the event an adoption agreement is revoked, a minimum of thirty (30) days notice to the District must be given in order for the teacher to return to or remain in his or her position of employment.

2. For non-tenured teachers, maternity or child rearing leave shall not serve in lieu of service in meeting the requirements for serving the full probationary period. A teacher will not accumulate additional leave days during the maternity or child rearing leave.

D. Additional Leave

1. Additional leave may be granted at the discretion of the Board.
2. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same tenure area, which he/she held at the time said leave commenced. A teacher who returned from such leave will be placed on the same level of the salary schedule to which he/she was entitled when the leave commenced, except that a teacher having served at least five (5) consecutive months in the school year in which the leave commenced shall also be placed on the next higher level of the salary schedule.
3. All requests for leaves, extensions, or renewals of leave shall be applied for in writing.

ARTICLE VIII

SICK LEAVE BANK

A Sick Leave Bank is hereby established to operate by the following regulations:

1. There will be a Board of Directors in charge of executing all business of the bank.
2. The Board of Directors will consist of two members of the Association and one member appointed by the Superintendent.
3. Each teacher will be eligible to participate after two years of continuing service in the District. Eligible teachers may also choose not to participate in the sick bank.
4. Teachers will be accepted into the Bank only in the month of September, or within thirty days of the completion of the second year of service.
5. Voluntary deposits of three days from each teacher's sick leave will be requested as they enter the bank. One day will be deposited from the teacher's sick leave for each of the next three consecutive years.
6. Any participating member wishing to withdraw will forfeit any days he has contributed.
7. The Sick Leave Bank will be restricted to extended catastrophic illness requiring medical attention and hospital care.
8. Participating members may only borrow days after their own sick leave time has been depleted as defined in Article VII, A-1.
9. Applications for use of sick bank days should be submitted as soon as the need becomes apparent, and be signed by the teacher and physician. The District may request verification of need for sick leave bank days through its own school physician.
10. As a sick bank member, one may borrow a maximum of 90 days during one school year.
11. An individual whose illness extends into a second year must reapply to the bank.

12. Members borrowing days will be requested to repay the bank at the rate of 3 days per year.
13. All days that remain in the bank at the end of the year shall be carried over into the following school year.
14. Annual reports from the Board of Directors must be submitted to both the Association and the District.
15. Decisions of the sick leave bank Board of Directors shall not be subject to the Grievance Procedure.

ARTICLE IX

TEACHER EMPLOYMENT

A. Newly employed Personnel

1. Newly employed personnel shall not be hired on a salary step greater than that step placement for presently employed teachers with similar service credit.
2. Teachers shall attend a "preschool" opening orientation day at the discretion of the administration. Association representatives shall be permitted to attend, be given time to speak, and distribute dues deduction forms.
3. Within ten (10) working days following the official District action to hire, the Association President shall be given the appointee's name, address and telephone number together with notification of number of prior service credit by category (teaching, military, work experience, etc.), step placement, degrees claimed and the title of the position.

B. Teachers shall not be required to perform the tasks of absent teachers. The school district shall have the responsibility of obtaining substitutes.

C. Notification of the intent to terminate probationary teachers shall be given by the first school day in April prior to the termination. Dismissals to be valid must be consistent with the provisions of this Agreement.

D. Transfers

1. Teachers who desire a change in level and/or subject assignment may inquire at any time to ascertain the possibility of such a vacancy in the following year and may file a written statement of such desire with the Superintendent. Such statement shall include level and/or subject to which he/she desired to be transferred, in order of preference. Whenever the Superintendent knows of a vacancy, he/she will notify the teacher(s) who has (have) filed a notification of interest. A copy of the notification of vacancy simultaneously shall be delivered to the President of the Association.
2. As soon as practicable, each applicant shall be notified as to who has

been appointed to each position. A copy of the notification shall be delivered to the President of the Association.

3. In the determination of requests for voluntary reassignments and/or transfers, the wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements. The determination as to which teacher is to receive the appointment shall be made on the basis of sound educational policy.
 4. Promotional positions are defined as follows:
 - a. Positions not on the basic salary schedule for teachers and/or positions on the administrator supervisory level including but not limited to positions as supervisor, director, principal, assistant principal, department head, counselor, coordinator, coach, business manager, etc.
 - b. All vacancies in promotional positions as defined in 4 (a) above shall be posted in all faculty rooms, clearly setting forth a description of and the qualifications for the position.
 - c. Copies of all notices of posting as required in this section shall be delivered to the President of the Association at or before the time of posting. Vacancies shall not be filled until ten (10) working days have elapsed following posting.
 - d. When vacancies develop during the months of July and August or during holiday periods extending more than five consecutive days, posting may be implemented by delivering the posting notice to the President of the Association or a person designated by him.
- E.
1. Teaching salary notices are to be issued to the faculty on or before April 15, or promptly after negotiations are complete, whichever is later. These shall include step and salary. Notification of tentative subjects and grade level assignment shall be forwarded to the teacher in writing by June 30.
 2. Assignment of extra pay duties shall be made on or before the first day of school in October.
 3. When a teaching vacancy occurs or a new position is created within the schoolsystem, a notice of opening shall be posted in the teachers' room giving opportunity to apply for the position.

A notice of summer school positions shall be posted in the teachers' room. A copy of the summer program will be available to the Association. These positions shall be open to application from any staff member qualified in the area of instruction being offered. Application forms will be made available.

- F. All conditions of employment and general working conditions shall be maintained at not less than the highest minimum standards in effect in the school at the time this agreement is executed, provided that such conditions shall be improved for the benefit of teachers as required by this agreement. This agreement shall not be interpreted or applied in any manner which will in any way deprive teachers of professional and/or employment benefits and/or advantages heretofore enjoyed, except as required by this agreement.
- G. The District will finance the cost, for each teacher, of a physical exam conducted by the school physician once every three years.

ARTICLE X

TEACHER WORKLOAD

A. Work Day

1. a. Teacher work day shall commence at 8:00 a.m. and end at 3:00 p.m., provided that the hours of work required do not exceed seven (7) hours. All teachers shall be available for one hour after dismissal for consultation by appointment with parents or guardians of students under their supervision.
- b. Each member of the bargaining unit shall make every effort to attend special events applicable to his or her grade level. Examples: Elementary Open House, 8th Grade Parent Orientation, Parent/Teacher Conferences.
2. Each member of the bargaining unit shall have at least 30 continuous minutes for lunch free from assigned duties. Such lunch period shall fall within the time frame schedule for student lunches.
3. Each member of the bargaining unit will have a planning period of 40 minutes per day free from other assigned duties.

B. Work Year

1. The Superintendent will review the proposed school calendar with a designee of the Association before adoption by the Board.
2. The work year shall not exceed 183 days and shall include five (5) Superintendent's Conference days.
3. Unused snow days will be returned as extensions of weekends or holidays.

ARTICLE XI

TEACHER PROTECTION

Inasmuch as it is recognized that teachers are most essential to the educational progress of students, teachers shall be afforded all rights and protection necessary to maintain their status and role in the educational process.

In particular this shall mean:

1. No teacher shall suffer any professional disadvantage of inconvenience by reason of his/her membership in the Association or participation in its activities.
2. Any complaints by parents or a student that are directed toward a teacher which becomes a matter of record shall be brought to the attention of the teacher concerned. No derogatory letters or reports will be placed in a teacher's file without the teacher's knowledge and an opportunity to make a written statement of defense to be attached to the derogatory statement or report.
3. No tenured teacher shall be discharged or otherwise disciplined, reduced in rank or compensation, deprived of any professional advantage, or have an adverse evaluation placed in their personnel file, except for just cause.
4. Each teacher shall, at all times, be given the opportunity of having a representative of the Association present (and shall be so informed), at formal meetings or hearings where he/she may be reprimanded, dismissed, warned, disciplined, or deprived of monetary or professional advantages.
5. When a complaint is lodged against a teacher, the teacher shall be notified of the complaint immediately and thereafter shall have the right to confront the complainant.
6. No teacher shall be disciplined or reprimanded in the presence of students.
7. At the end of the probationary period, a teacher shall be notified in writing by the District of his/her appointment to the tenure status and of the area in which tenure is granted. If a teacher, having attained tenure, accepts a position within the system outside of his/her tenure area, he/she shall be granted tenure in the new position at the end of two (2) years. A teacher shall retain the right to return to his/her former tenure area during the probationary period.

8. School authorities shall protect all teachers, student teachers, and members of the supervisory and administrative staffs or employees from financial loss arising out of claims, demands, suits or judgments, because of alleged or actual negligence providing such persons were, at the time in question, acting within the scope and period of employment or as authorized by the school authorities.

ARTICLE XII
EDUCATIONAL IMPROVEMENT

- A. In order to continue existing policy to maintain and improve professional standards, time to attend Retirement Board, NYSUT or other professional conferences, workshops and committee meetings to which any teacher has been duly elected or appointed may be granted without loss of pay or deduction from the time allotted for other leaves. Reimbursement of expenses for attendance at such conferences or meeting shall be in accordance with District policy.

- B. Teachers shall be consulted concerning texts or other materials pertinent to their subject areas.

- C. Teachers shall be notified concerning any reduction in their yearly requisitions and allowed to designate priorities.

ARTICLE XIII

TAX SHELTERED ANNUITIES

- A. The District shall purchase annuities for employees in accordance with the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended.
- B. The District shall approve applications from employees for agreements with the school system for reductions in contract salary, the amount of such reduction to be remitted to the company specified by the employee. The number of companies will be limited to eight (8), namely Prudential, Aetna, Variable Annuity Life Insurance Company, Metropolitan Life Insurance Company, Lincoln, Confidential Planning, Fam Value, Cadaret & Grant, and Nationwide.
- C. Annuities shall be purchased from companies selected by the Association, but teachers new to the District can continue previously contracted plans. When new companies are so added, other teachers shall be entitled to purchase annuity plans from the added company or companies.
- D. Employees may elect to purchase, discontinue or change amounts of annuities effective September 1 and/or January 1 of each year with form complete and to the Treasurer of the Board by the end of the first day of instruction in September or January.

ARTICLE XIV

CREDIT UNION

- A. The District shall participate in the First Teachers' Federal Credit Union.
- B. The District shall approve applications from employees for agreements with the school system for reductions in contract salary, the amount of such reduction to be remitted to the First Teachers' Federal Credit Union.
- C. Employees may elect to purchase, discontinue or change amounts of deductions effective September 1 and/or January 1 or each year with the form complete and to the Treasurer by the end of the first day of instruction in September or January.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. The parties recognize this agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Negotiations shall immediately commence to preserve the intent of the provision within statutory limits.

- B. The District agrees that instructional duties or other related professional duties requiring New York State certification currently being performed by members of the bargaining unit shall not be performed by anyone outside said unit and, furthermore, new educational programs established by the District which require certification shall be performed only by members of said bargaining unit.

- C. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employee shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

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.

- D. Either party proposing changing the terms of this agreement shall present to the other party written changes identified by article and paragraph number corresponding with the article and paragraph number of this agreement. The party proposing such change shall provide the other party with ten (10) copies of such proposals.

- E. Upon leaving the District, bargaining unit members will be reimbursed according to the following schedule:
1. After ten (10) years of service at Sharon Springs Central School, \$4.00 per day of accumulated unused sick leave.
 2. After twenty (20) years of service at Sharon Springs Central School, \$8.00 per day of accumulated unused sick leave.
 3. Upon retirement as defined by the New York State Teachers' Retirement System, and after twenty (20) years of service at Sharon Springs Central School District, \$25.00 per day of accumulated unused sick leave. If the retirement is a disability retirement, the twenty (20) year requirement is waived.
 4. In the event a teacher, who has at least 20 years of service at SSCS, wishes to "retire" and does not meet the NYSTRS criteria, he/she may elect either the \$8.00 option or may apply to the Board, within 2 years of leaving, to claim the \$25.00 stipend, if:
 - a. They earned less than 40% of their final SSCS academic year salary as determined by the IRA Federal Tax Form.
 - b. Earned income does not include IRA, TSA, or other tax deferred pension instruments.

ARTICLE XVI

GRIEVANCE PROCEDURE

1. Should a teacher or the Association claim that there has been a violation, misinterpretation or inequitable application of any of the provisions of this contract, then such claim shall be presented within twenty (20) school days and settled in the following manner:
 - a. Between Principal and teacher or teachers by oral discussion of the claim. The Principal shall render a written decision within three (3) school days after the informal oral conference with the teacher or teachers. If the claim is not settled informally, then the teacher or teachers shall furnish a written statement of the grievance to the Principal, within ten (10) school days for automatic referral to Step b.
 - b. Between the Superintendent and Association: The Superintendent shall hear and decide the matter within ten (10) school days. If the Association is not satisfied it may proceed to Step c within thirty (30) school days after the Superintendent has rendered his/her decision.
 - c. Between the Board of Education and the Association: The Board of Education shall hear and decide the matter within ten (10) school days. If the Association is not satisfied, it may proceed to Step d within thirty (30) school days after the Board of Education has rendered its decision. A copy of such request shall be forwarded to the Superintendent and the President of the Association. Costs of arbitration shall be borne equally by the Association and the District.
 - d. In the event the Association is not satisfied, it may refer the grievance to binding arbitration by requesting that the American Arbitration Association submit a panel of names from which an arbitrator may be chosen. In the selection of an arbitrator and the conduct of hearings, the Voluntary Labor Rules of the American Arbitration Association shall control.
2. The arbitrator's decision will be in writing and will set forth his findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement.

3. Any of the time intervals provided for in this Article XIV may be changed by mutual consent.
4. All grievances may be presented in accordance with these procedures without coercion, interference, restraint, discrimination or reprisal.
5. The district shall designate a representative to keep and maintain an official grievance record of all grievances, which shall be available for inspection and/or copying by either party, but shall not be deemed a public record to such extent that it does not conflict with the requirement that the Board's minutes shall be public records. The official grievance record shall be kept separately from teacher's personnel folders.

ARTICLE XVII

TEACHER EVALUATION

1. The evaluation of educational personnel is undertaken for administrative purposes and in order to improve the instruction of all professional staff. Evaluations made for the purpose of improving instruction are the responsibility of all members of the professional staff. The Sharon Springs School Teachers Association and the Board of Education recognize the ultimate desirability of increased teacher involvement in evaluation.
2. There shall be a minimum of three observations (at least one scheduled) per school year of non-tenured teachers by the Superintendent (or his designee). Observations which are to be followed by an evaluation report will be made with the knowledge of the teacher.
3. The implement for reporting observations (at least one scheduled) per school year of non-tenured teachers by the Superintendent (or his designee). Observations which are to be followed by an evaluation report will be made with the knowledge of the teacher.
4. The use of the public address or audio systems and similar devices for teacher evaluation is not permitted.
5. A conference shall be held between teacher and observer within five (5) school days of the observation. Teachers will be given a copy of any written evaluation at least one day before a conference. No such report shall be submitted to Central Administration, placed in a teacher's file or otherwise acted upon without a prior conference with the teacher. Evaluations will be stored in the teacher's personnel file.
6. Teachers will have the right, upon request, to review the contents of their personnel files and to make copies of any documents in it. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
7. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE XVIII

TERMS RELATED TO EDUCATION OF THE HANDICAPPED

- A. The Sharon Springs Central School Committee on Special Education will include a District teacher.
- B. Where such a Parent Planning Conference takes place during the work day, associated duties shall not be in excess of the normal daily work load of the teacher. If the teacher is relieved of classroom duties or to take part in a Parent Planning Conference, a qualified substitute will be employed and no teacher will be required to assume the duties of the conference/teacher so relieved.
- C. The Association will be informed when any variance of regulation relative to programs for the handicapped is requested.

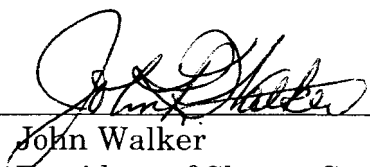
ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2007 or replaced by a successor agreement, but in no way shall the duration be for less than two years.

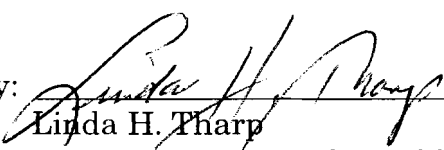
This Agreement is made and entered into on the _____ day of June, 2004.

FOR THE ASSOCIATION:

By: 

John Walker
President of Sharon Springs T.A.

FOR THE SCHOOL DISTRICT:

By: 

Linda H. Tharp
Interim Superintendent of Schools

June 30, 2004

MEMORANDUM OF AGREEMENT

BETWEEN

SHARON SPRINGS CENTRAL SCHOOL

And the

SHARON SPRINGS CENTRAL SCHOOL TEACHERS' ASSOCIATION

In the spirit of settling the contract, the Teachers' Association acknowledges that the District will change the co-pay on MVP HMO and CPHP HMO from \$10.00 to \$15.00. Prescription plan coverage will be added to individual plans as soon as it is administratively feasible to the District. The co-pays will follow the available plans from the individual plans as defined during negotiations. The current plans will remain in force until that time.

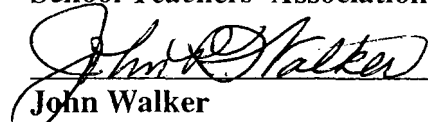
Entered into this 30th Day of June, 2004

For Sharon Springs Central School



Linda H. Tharp
Interim Superintendent of School

For the Sharon Springs Central
School Teachers' Association



John Walker
President, Teachers' Association