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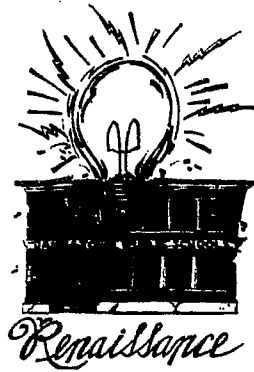
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TA/5366



Agreement between the
Superintendent
of the Jamestown Public Schools
and
the Jamestown Teachers Association

July 1, 2008 – June 30, 2012

Final Approval Date _____

2/22/11

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2008 - 2012

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1. RECOGNITION AGREEMENT

1.1 Recognition

1.11 Nature of Terms

The Board recognizes the Association as the exclusive representative of the employees in a unit composed of all professional certificated employees and all non-certificated employees filling positions for which certification by the New York State Education Department is normally required, whether such positions presently exist or are hereafter created, for the purpose of negotiations regarding wages, hours and terms and conditions of employment and in the settlement of grievances under the laws of the State of New York. Such negotiations shall be in accordance with applicable State Law and all Amendments and interpretations thereto.

1.12 Members of Unit

Members of the Unit are those whose positions require that forty percent (40%) of their service shall be performed in classroom instruction, shop or laboratory instruction, counseling and home teaching, specifically including classroom teachers, guidance counselors, school psychologists, school nurse teachers, school nurse practitioners, registered professional school nurses, occupational therapists, certified occupational therapy assistants, physical therapists, librarians, department chairpersons, teacher assistants, long-term substitutes, teachers on special assignment, and all other employees in such positions.

The following positions shall be excluded from the unit: Superintendent of Schools; Assistant to the Superintendent; Coordinators; Directors; Supervisors; Principals; Assistant Principals; Administrative Assistants and any other such administrative or supervisory personnel as later may be added.

1.13 Definitions

Administration - The Superintendent of Schools, the central office staff, and all other professional employees who are excluded from the negotiation unit represented by the Association.

Association President - Chief Executive Officer of the Association or his designee.

Building Representatives - The duly designated representatives of the Association for each school building.

Negotiating Unit - The group of employees of the City School District of the city of Jamestown represented by the Association.

Special Assignment - Any assignment not otherwise identified in section 1.12. Before the creation of, or the placement of a member in, any such assignment, the Superintendent, Association President, and the affected teacher will agree to negotiate mutually acceptable job duties and salary.

Superintendent - Chief Executive Officer of the Board, or his designee.

Teachers - All employees of the District in the negotiation unit except where the language of the provision plainly indicates otherwise (e.g. by the use of such phrases as "traveling teacher", "special teacher" or "health professionals.")

Health Professionals - All employees in the following positions: registered professional school nurse, occupational therapist, certified occupational therapy assistant, and physical therapist.

Long-Term Substitutes - Long-term substitutes shall be defined and shall receive benefits pursuant to Appendix J except that where the substitute is appointed for a full school year (sometimes referred to as a one-year appointment); he/she shall also receive health insurance, life insurance and Section 125 benefits pursuant to Section 18.1 of this Agreement.

Teacher on Special Assignment - In the first year the TOSA serves in the position, the TOSA's replacement will be designated as a Long Term Substitute (LTS). All of the contractual language which typically applies to an LTS will apply during this time.

Following the first year in the position and by March 1 of that year, the TOSA will have the opportunity to notify the District that he/she wishes to return to his/her teaching position. If the TOSA returns, the LTS no longer holds a position with the District.

If the TOSA does not return to his/her teaching position by July 1 and the work of the LTS has been deemed satisfactory, the LTS will return to the position as a probationary teacher. The former LTS will be placed on step 2 of the appropriate salary schedule, will have one year of seniority credit, and one year earned toward teacher tenure.

It will be the responsibility of the Association to notify a TOSA who returns to that position for a second year, that he/she can no longer choose to return to his/her teaching position in the future. And, in the event that the District at some future point eliminates the TOSA's position, he/she will have the opportunity to return to his/her teaching tenure area only if the TOSA's accumulated seniority exceeds the accumulated seniority of the least senior member in the tenure area.

Grade-level Organization - Unless specifically designated otherwise, the following terms are defined as follows:

Elementary means Kindergarten and Grades 1,2,3 and 4.

Middle School - means Grades 5, 6, 7 and 8.

High School - means grades 9, 10, 11 and 12.

1.2 Dues Deduction

1.21 Fair Share

The District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association an agency fee in an amount equivalent to the dues of the Association including dues of the National Education Association and the National Education Association of New York and to promptly transmit the sums so deducted to the Association.

1.22 Certification of Dues

The Association will certify to the Administration in writing the current rate of its total and pro rata membership dues. When there are changes in the rate of membership dues, the Association will give the Administration thirty (30) days written notice prior to the effective date of such change.

1.23 Deduction Process

Dues will be deducted in equal installments for each payday on a pro rata basis, commencing with the first available pay date.

For members actively employed at the end of the previous school year, their deductions will be continuous and shall resume with the first check in September.

For those who begin their employment at the beginning of the school year, their deductions will start with the first check in October. For teachers employed after the beginning of the school year, their deductions will start with the first available payday.

The Association shall hold the District harmless from any and all suits, claims and liabilities of any kind that may arise out of, or by reason of, any action taken or not taken by the District pursuant to this paragraph.

1.24 No Reprisals

There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its legal activities. Notwithstanding resolution of the claim during informal discussions, the sole and exclusive method of review of any and all alleged violations of this section shall be to the Public Employment Relations Board under its rules.

1.3 Association Rights

1.31 Association's Use of Buildings

a) The Association will have the right to use school buildings without cost at reasonable times before or after the school day or in the evening for meetings on other business provided that such use will not conflict with previously scheduled school events. The principal of the building in question will be notified in advance of the time and place of all such meetings. Such notice shall be given not later than the close of school of the date of any such meetings.

b) The Association agrees to abide by whatever rules and regulations are established by the Board for all groups who utilize the school property after school hours. Specifically, the Association agrees to limit its meetings to custodial employees' normal working time.

1.32 Faculty Bulletin Boards for Association Use

There will be faculty bulletin boards in each building of the school system for the exclusive use of the Association. The present number and location of said bulletin boards shall not be exchanged except by mutual consent. At least one faculty bulleting board shall be installed in each new building at a location to be agreed upon by the parties hereto. No organization representing or purporting to represent employees in the employer-employee unit represented by the Association shall have the use of the bulletin boards and/or the school internal communication facilities except by the Association and its affiliates.

1.33 Association Use of Interschool Mail and Mailboxes

The Association shall have the use of interschool mail facilities and faculty mailboxes for its affairs. The placement of such materials shall be limited to before and after school hours, the lunch period, and the preparation period provided, however, that the preparation period shall be used only to the extent that unavoidable circumstances make it necessary to do so.

1.34 Association Office

The Association shall be allowed to install a telephone at its own expense. The Board shall make every effort to provide space for desk and phone for Association use in the building of the Association president.

1.35 Release Time for Association President

High School: The president shall be assigned no more than two and one half (2 1/2) blocks of instruction or supervision in the A.M. per day.

Elementary and Middle School - the president shall be given two (2) one-half days or its equivalent per week as release time. Assignments shall be made by the building principal.

1.36 Use of Equipment

The Association will be allowed to use copy machines, computers, printers, and other technology i.e. Safari, e-mail) after arrangements have been cleared with the building principal. There shall be no charge for the use of the equipment. However, the use of the equipment shall be limited to hours outside of the school day. All supplies shall be paid for by the Association.

1.37 Copies of Board Agenda and Minutes

The Association president and the Association secretary shall be provided with a copy of the minutes of official Board meetings through e-mail. A copy of the official agenda for each Board meeting, and any attached documents, will be given to the Association representative at each Board meeting.

1.4 Miscellaneous

1.41 Copies of Agreements

All copies of this contract will be provided in digital format except new teachers will be given a paper copy during new teacher orientation.

1.42 Saving Clause

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

1.43 Agreement Constitutes Board Policy

This Agreement constitutes Board policy for the term of said agreement, and the Board will carry out the commitments contained herein and give them all full force and effect as board policy. The Board will take such other actions as may be necessary in order to give full force and effect to this Agreement.

1.44 Management Rights

Except as expressly limited by other provisions of this Agreement or the T.O.E. Agreement all of the authority, rights and responsibilities possessed by the District are retained by it, including, but not limited to, the right to determine the facilities, methods, means and number of personnel required for conduct of District programs; to administer the personnel operations of the District, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion assignment, or transfer of unit members pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions in accordance with law and the provisions of the Agreement.

1.45 Duration and Continuation

The provisions of the Agreement shall be effective from July 1, 2008 through June 30, 2012. All provisions will remain in full force and effect until a successor Agreement is negotiated.

1.46 Amendment

The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

1.47 Forms

Applicable forms shall be placed in the Appendices of this Agreement.

1.5 Negotiation Procedures

1.51 Time and Scope of Negotiations

a) On or about January 15 and not later than January 31 of the last year of this agreement, the parties agree to enter into collective negotiations in accordance with the procedures set forth herein a good faith effort to reach agreement on all matters raised by either party concerning hours, wages, terms and conditions of teachers' employment. Any agreement so negotiated shall apply to all members of the employer-employee unit represented by the Association, be reduced to writing, be signed by the Superintendent and by the Association.

b) Time for negotiations in mediation and fact-finding: The time of the hearing and/or meetings shall be determined by the mediator, fact-finder and arbitrator. When negotiation meetings are scheduled by a mediator or fact-finder, the members of the negotiation team of the Association (7) shall be permitted to attend with no salary loss to the individuals involved.

1.52 Availability of Budgetary and Financial Information

The Administration will provide for review and/or copying those materials prescribed by New York State Law and/or Federal Law. The Administration will also make available to the Association for inspection and copying all information, which is necessary in formulating their proposal in accordance with the Taylor Act.

2. TEACHER-ADMINISTRATION LIAISON

2.1 Teacher-Principal Liaison

2.11 Meetings

The Association shall select building representatives from among its members in each building for such school building, and the Senior Building Representative, or, in his absence, his designee, shall meet with the principal at least once every two weeks during the school year to discuss the written agenda (time, length and place of meeting) of any after-school meetings to be held, as well as local school problems and practices. Any such meeting may be canceled or adjourned by mutual consent. In the event of a present current problem, either party, by mutual consent, may call an additional meeting.

Building Liaison Committees, when meeting with building principals regarding agenda, should address any legitimate issues regarding the need for release time or compensation for attendance. The criterion for this determination is whether the agenda requires attendance beyond the normally practiced duration or frequency of meetings. The subject or mode of the agenda presentation would not be a determining factor regarding the need for release time or compensation.

2.12 Association Meetings

Each Senior Building Representative, or his designee, after notifying the Building Principal, shall have the right to schedule Association meetings before or after school or during the lunch period in his or her building.

2.13 Time After Faculty Meetings

The Senior Building Representative, or his designee, shall be provided time after all building faculty meetings to report on matters involving representation of the teachers by the Association.

2.14 Association Duties

The Senior Building Representative, or in his absence, his designated alternate, shall be allowed to perform a part of his duties under this Agreement in the school day provided such time does not infringe on his assigned school duties, or involve other members of the Association during school hours.

2.2 Teacher-Administrative Liaison Committee

2.21 Purpose, Agenda & Meetings

A Teacher-Administrative Liaison Committee shall meet monthly for the purpose of discussing District problems, practices, and the administration of this Agreement. The Friday preceding the meeting, each group will submit items for the agenda. Any items not in the agenda, but mutually agreed upon at the beginning or each meeting, may be added to the agenda. In practice, the Committee will take up, alternately, items from the administrative and teacher groups, with the purpose of resolution of the problems and harmonious relations.

If any item on the agenda of the Committee appears to pertain primarily to a single school building, it will not be taken up by the Committee, unless it has first been considered at a meeting pursuant to paragraph 2.11 of this Agreement and that meeting has certified in writing that the matter has not been successfully resolved at that level.

2.22 Composition

A permanent nucleus of the Committee will consist of four (4) persons for the teachers and four (4) persons for the administration. According to the topics of the agenda, and by mutual agreement, the teachers' group may be expanded to a maximum of eight (8) persons, and the administrative group of the Committee may be expanded to a maximum of eight (8) persons.

2.23 Special Meetings

Upon the Committee's written request and submission of majority and/or minority reports to the Superintendent, a special meeting with the Board shall be scheduled to discuss such matters of mutual concern.

2.3 Curriculum Development

2.31 Curriculum and Instructional Development

During the school year, it is the professional responsibility of people in the unit to assist in the development of Curriculum (including but not limited to research, evaluation, material development, etc.). Such activities are to be conducted at reasonable and convenient times.

2.32 Innovation and Experimentation

Changes in curriculum will be made only after consultation with the Curriculum Council and a committee of the teachers involved. The Curriculum Council shall be composed of individuals mutually selected by the Superintendent and the President of the Association or their designees. A committee will include individuals selected from the instruction unit(s) affected. The Curriculum Council shall consist of four (4) teachers and four (4) administrators. No persons may serve more than three (3) consecutive years on the Council. Curriculum Council is a body of Jamestown educators and administrators whose purpose is to review anticipated curriculum improvements for the benefit of our children. The Council does not function to approve or disapprove curriculum innovations, but to enhance communication within the district concerning changes and improvements in the content of instructional programs. A focus of the Council will be to examine issues relevant to the subject matter of instructional programs, which may include the scope, sequence, and primary and supplemental instructional materials. Following consultation with representative groups affected by an innovation, the Curriculum Council shall forward to the Superintendent all curriculum proposals, including majority and minority reports, and the Council's recommendation. The Superintendent shall make his recommendation and if requested by the Council, forward all reports and recommendations to the Board.

In order to handle matters of special interest, ad hoc committees may be formed by action of the Curriculum Council or by joint action of the Association President and the Superintendent. The Curriculum Council

may meet on a regular basis of at least eight half days per school year. Teacher members of the Council shall be released from other duties to attend such meetings. If additional meetings are scheduled by the Council, they shall be outside the regular teaching day.

2.33 Changes in Curriculum or Materials

The Curriculum Council will be consulted on changes in the scope, sequence, or content of any areas of the curriculum, the selection of all textbooks and other instructional materials, the introduction of new materials, and the introduction of supplemental materials and experimental programs.

2.34 Voluntary Program Assignment

Experimental programs shall be assigned only to staff members who voluntarily assume this assignment.

3. GRIEVANCE PROCEDURE

3.1 Definition

A grievance is a claim by either an employee or the Association representing the employee(s) or the Administration that there has been a violation, misinterpretation or inequitable application of this Agreement and/or other terms and conditional of employment which are mandatory subjects of bargaining.

3.2 Stage 1

The aggrieved will first discuss the matter with his immediate supervisor or the Human Resources Director, either directly or through the Association representative, with the objective of resolving the matter informally. If a resolution cannot be reached on an informal level, the aggrieved will reduce his grievance to writing, on the mutually agreed upon form, and take it up with his immediate supervisor, or with the Human Resources Director, if appropriate. The aggrieved may be accompanied and/or represented by a designee of the Association.

3.3 Stage 2

The immediate supervisor or Human Resources Director shall schedule a meeting to consider the grievance with the aggrieved person(s) and the designated Association representative, within ten (10) days after receipt of the grievance. The immediate supervisor or Human Resource Director shall respond in writing to the grievance within five (5) days after the Stage 2 meeting is held.

3.4 Stage 3

If the aggrieved person(s) and the Association is/are not satisfied with the response of the immediate supervisor or Human Resource Director, the Association shall notify the office of the Superintendent in writing within ten (10) days after receipt of the Stage 2 response. The Superintendent or the Superintendent's designee shall schedule a meeting to consider the grievance with the aggrieved person and the designated Association representative within ten (10) days after receipt of the notice. The Superintendent shall respond to the grievance within ten (10) days after the Stage 3 meeting is held.

3.5 Stage 4

If the Association is not satisfied with the response of the Superintendent, the Association shall so notify the office of the Clerk of the Board in writing within ten (10) days after receipt of the Stage 3 response requesting a Board hearing. The Clerk of the Board shall schedule a meeting with the Board or a committee of the Board to consider the grievance with the aggrieved person and the designated Association representative within twenty (20) days after receipt of the notice. The Board shall respond to the grievance within five (5) days after the Stage 4 meeting is held. Should the Board elect not to hear the grievance, they shall notify the Association within ten (10) days of the receipt of the Association's notification to the Clerk of the Board.

3.6 Mediation

The parties may mutually agree to secure the services of a qualified mediator to assist them in an effort to resolve the grievance. The parties shall share all cost for mediation equally.

3.7 Election of Forum

a) If a grievance is submitted to arbitration, such submission shall constitute an election of forum by the grievant and by the Association and constitutes a waiver and a bar to any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution of review to any judicial or other administrative forum.

b) If a teacher and/or the Association submit an issue to any judicial or administrative forum for resolution and review of an issue which might also constitute an alleged violation of the Agreement, then both the teacher and the Association waive their right to submit said issue to arbitration.

3.8 Arbitration

a) If the Association is not satisfied with the response of the Board, the grievance may be sent by the Association to binding arbitration for resolution. To do so, the Association shall send a demand to the American Arbitration Association ("AAA") and shall simultaneously send a copy of the demand to the office of the Superintendent. The copy must be received in the office of the Superintendent no later than the thirtieth day following the day on which the Board's response is sent to the Association.

b) The demand shall request arbitration of no more than one specifically identified grievance unless both parties have expressly agreed in writing to the submission of more than one grievance to a single arbitrator. The demand shall request that the AAA supply to the District and to the Association a list of seven (7) potential arbitrators. Each party shall strike from its copy of the list all those who are unacceptable to it and number the remaining ones in order of the party's preference. The AAA shall compare the two lists and name as arbitrator the person who has the highest degree of acceptability to both parties. If there is no person who is acceptable to both parties, the AAA shall send a second list of twenty names and the parties will repeat the foregoing process. If a comparison of the second list does not reveal a person that is acceptable to both parties, the AAA will name the arbitrator.

c) The arbitration will be conducted according to the voluntary Labor Arbitration Rules of the AAA to the extent that they are consistent with this Agreement. The fees and the expenses of the arbitrator will be shared equally by the District and by the Association. All other expenses will be borne by the party, which incurred them, but if the adjournment of an arbitration hearing results in a fee being charged by the arbitrator, the party which requested the adjournment shall pay the entire fee.

d) The arbitrator shall hear the grievance presented, if it is properly before the arbitrator, and determine whether this Agreement has been violated as alleged in the grievance. The arbitrator may award an appropriate remedy for any such violation. The arbitrator may not consider any substantive issue raised for the first time in arbitration, but an issue of arbitrability may be considered by the arbitrator unless that issue has been previously decided by a court. The arbitrator shall have the right to interpret, apply or determine compliance with the provisions of the Agreement. The arbitrator shall have no power to award back pay prior to the 20th working day immediately preceding the date on which the grievance is submitted in writing at Stage 2. The decision of the arbitrator shall be final and binding on the District, the Association and the teachers.

3.9 Time Limits

a) It is the intent of the parties that grievances be resolved as quickly as possible while the facts of the matter are as fresh as can be in the minds of those involved. Accordingly, the time limits set forth in this Article 3 are of primary importance, must be observed strictly, and only be extended by mutual consent of authorized representatives of the District and the Association. To be binding on the parties, any such extension must be in writing.

b) The "days" referred to in all time limits in this Article 3 are teacher workdays. If grievances occur at the end of the school year which would have an effect on the opening of school on the following September, every effort will be made to resolve said grievance prior to the opening of school.

c) To be a valid grievance to which the District must respond, the grievance must be submitted in writing at Stage 2 not later than the fortieth (40) working day after the occurrence out of which the grievance arose or after the teacher first learned or should have known of that occurrence.

d) If the District does not respond to a grievance within the applicable time limit, the Association may submit the grievance to the next stage within the time which would apply if the response had been given on the last day of the time limit. If the aggrieved person does not appeal the grievance to the next stage within the applicable time limit, the grievance shall be deemed to have been settled by the last response of the District, the District need not consider the grievance further, and further appeal is barred.

e) The District may waive or agree to an adjustment in the time lines for submitting the demand for arbitration.

3.10 Released Time

When it is necessary, pursuant to the arbitration procedure, for the aggrieved, a building representative, member of the Grievance Committee, or other representative designated by the Association to participate in a procedure, time for such participation shall be given with no salary loss to the individuals.

3.11 Participation During School Day

During the school day, the teachers' time shall be devoted to their regular instructional, supervisory, and extra classroom duties. Members of the Association shall not participate in any business of the Association except where participation may be necessary in the informal stage of a grievance.

4. PROFESSIONAL DEVELOPMENT

4.1 Expenses of Professional Workshops and Conferences

4.10 Governing Document

The Professional Development Plan (PDP) is the governing document for professional development and is attached to this contract.

4.11 Budget

The Board will pay the reasonable expenses, including fees, meals, lodging, and transportation incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions. The Board shall budget \$12,000.00 per year for this purpose, exclusive of the cost of substitutes and salaries.

4.12 Apportionment Plan

The apportionment plan is as follows:

a) Conference money shall be pro-rated among all members of the unit on a department basis.

1. A Elementary Building
2. A Middle School Building
3. A High School Building
4. Special subject areas, K-12, i.e., Art; Music; Library; Physical Education; Special Education; Reading; Math; Bilingual; School Nurse; Speech and School/Community Worker.

4.13 Conference Money Chairperson

The Association President shall appoint a Conference Money Chairperson whose job will be to administer the procedure for funds allocation developed by the Jamestown Teachers' Association in cooperation with the District and subject to the approval of the Superintendent.

The Conference Money Chairperson shall receive an annual stipend of \$425.00 to be deducted from the \$12,000.00 Conference Budget.

4.14 Department Apportionment

Conference requests are subject to the Superintendent's approval in accordance with section 9.32.

4.15 Reimbursement

Expense vouchers accompanied by proper receipts shall be submitted to the District for approval by the Conference Money Chairperson.

Money not allocated by May 1 shall be pooled and apportioned on a percentage basis after all vouchers have been submitted and paid.

4.16 Inservice Day Requirements

Two of the inservice days taken from July 1 to June 30th will count for the full professional development requirement of the District.

Any teacher who does not fulfill the two-day requirement as outlined above will be required to take another Jamestown inservice training day from the District for each day they miss. District offered training and other outside training offered (i.e., RTPI, Teacher Center, etc.) will count toward this requirement.

The contractual rates of pay will be paid for any made up workshops that occur outside the school day or during the summer.

The District shall set a budget for Professional Development (P.D.P.) stated in #4.11 as \$12,000.

Both the District and the Association must approve the final PDP document.

4.2 Academic Freedom Responsibilities

It is the duty of parties to educate the youth in the democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the value of individual rights, personality and property. It is recognized that these democratic values can best be transmitted by free inquiry and learning in an atmosphere which is free from censorship and artificial restraints in which academic freedom for teacher and student is encouraged.

In studying, investigating, presenting and interpreting facts or ideas concerning man, human society, the physical and biological worlds and other branches of learning, the teacher will be subject to the provisions of Education law and accepted professional standards as are related to the age and maturity of the pupil.

School psychologists, school nurse practitioners, school nurse teachers and health professionals shall maintain confidentiality with respect to student/patient/client matters as required by the ethics of their professions, the laws and regulations of the United States and New York State and the policies of the Board.

Freedom of individual conscience, association, and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society. However, the teacher will refrain from pressing his own individual political and religious views or other ideologies and will exhibit by appropriate example that which is valued in our democratic society.

4.3 Individual Freedom

Except as it may interfere with the teacher's responsibilities and relationships with students and/or the school system and/or impair his ability to fulfill his teaching duties, the private and personal life of a teacher is appropriately his/her own concern.

4.4 Professional Development

The parties recognize the Commissioner's Regulations regarding Professional Development Plans (PDP) and as such agree to establish a committee to recommend appropriate governing plans. Recommendations of the PDP Committee must be mutually agreed upon by the Superintendent and the Association President before enactment.

5. SUPPLIES AND MATERIALS

5.1 Annual Requests

Teachers will annually request instructional supplies and equipment which they feel are needed to fulfill their teaching responsibilities.

5.2 Supplies

5.21 Review of Request

Following review of such requests by the immediate supervisor, any reductions/deletions will be communicated to the teacher. The teacher should have the opportunity to prioritize these requests before budgetary decisions are finalized.

5.22 Distribution of Supplies and Equipment

Individual schools through Liaison Committees shall develop a system for the distribution of supplies and equipment.

5.3 Petty Cash Fund

A petty cash fund will be available in each school. This fund is to be used by teachers, with prior approval of the building principal, to purchase supply items, tax free, on an emergency basis or when cash is required upon delivery of a purchase.

The normal purchasing procedures are to be used at all other times.

6. SCHOOL BUILDING FACILITIES

6.1 Repairs

All of the provisions of this Agreement are applicable to all buildings of the Jamestown School System whether presently existing or hereafter erected or acquired. Any buildings and grounds repairs needed in buildings at the time of the execution of this Agreement will be corrected as soon as practical.

6.2 Classroom and School Building Facilities

6.21 All classroom facilities will be reasonably heated, lighted, and ventilated and appropriate seating and writing facility for each pupil and teacher will be provided;

6.22 Reasonable closet, cabinet space and/or room where teachers may safely store instructional materials and supplies;

6.23 Reasonable seating for all assemblies, and when, practical reasonable playground facilities which are not also utilized for parking.

6.24 A furnished teacher work area containing reasonable equipment and supplies to aid in the preparation of instructional materials;

6.25 A communication system so that teachers can communicate with the principal's office from their classroom;

6.26 A room with telephone, to be reserved for the use of the professional staff as a lounge, said room to be in addition to the aforementioned teacher work area where practical;

6.27 Teacher restroom, separate from students' rest rooms, separate for each sex where possible;

6.28 A separate and private dining area designated during the lunch period for the use of the staff;

6.29 A parking area reserved for the professional staff;

6.30 When not needed for school purposes, homeroom will be available to teachers during their preparation period.

6.3 Traveling Teachers

6.31 Facilities

Each traveling teacher shall be provided with adequate facilities, have a desk assigned for his/her use, and a place for storing personal and/or instructional materials in each building where possible.

6.32 Travel Allowance

Members of the unit who are assigned to more than one school per day shall be entitled to a travel allowance per Appendix D. The schedule of traveling teachers shall be established by the Superintendent on an annual or semester basis.

7. TEACHER EMPLOYMENT

7.1 Teacher Recruitment

7.11 New Teacher

The Board and the Association recognize that the recruitment of new teachers is of importance to both the Board and the Association.

7.12 Certified Personnel

The Board shall hire certified personnel only in accordance with the Rules and Regulations of the Commissioner of Education of New York State.

7.13 Assignment

The Superintendent shall assign all newly hired personnel to their specific positions which shall be in the type of service for which the teacher has been hired. The Superintendent shall give notice of assignments to new teachers as soon after hiring as possible.

7.2 The Names of All New Staff Members

No later than August 31, the Human Resources Director shall provide the Association a list showing the names and addresses of all teachers who have been hired, as well as the names of all those reassigned, transferred or promoted, and their assignments where possible.

7.3 Orientation of Staff

The Board and the Association recognize the need to properly orient new staff members to the unique requirements of the Jamestown School District. Therefore, it is agreed that the Association shall participate in the orientation of new staff.

7.4 Prior Service Credit

7.41 Initial Placement

All newly employed teachers or re-employed teachers shall be apprised of possible credit they can receive under Article 7 prior to hiring, according to the following:

7.42 Education and Experience

Full credit for educational credits from recognized colleges and previous regular continuous service in generally similar public or private school service. A year of service for new employees shall be equated as one hundred ten (110) days during a given school year.

7.43 Military Credit

Credit for military service may be granted on the basis of one step of credit for each two years of military service not to exceed two years or steps for military service.

7.44 Related Work

Full credit up to two years of teaching service credit shall be given to Peace Corps, Vista or National Teaching Corps work related to the teaching field.

7.45 Maintenance of Credit

Once credit has been granted locally, it can later be adjusted only during the school year in which an error is discovered and no such adjustment shall be retroactive to a point earlier than the first day of that school year.

7.46 Recall

Those who are re-employed after having been laid off from the system shall receive full credit for experience in placement on the salary schedule and all accrued benefits.

7.47 Re-Employment of Teachers

Teachers who resign from the system will, upon rehire, be placed on the salary schedule as outlined in Article 7 of the Agreement.

Previously accumulated and unused leave days to a maximum of twenty (20) will be restored to all returning teachers.

A teacher who has resigned from the system while on tenure and who is rehired to the system shall be placed on probation for a period not to exceed two (2) years.

7.5 Seniority

7.51 Definition

Seniority is defined as the length of service with the Jamestown City Schools with proper and legal attention to applicable tenure areas, decisions of the Commissioner of Education and rulings of courts of competent jurisdiction.

7.52 Seniority List

Prior to any decision regarding staff reduction, the District shall produce and submit to the Association, a seniority list.

8. ASSIGNMENT & TRANSFERS

8.1 Assignment of Teaching Faculty

8.11 Notice

Teachers, after declaring their intent to remain in the system, will be notified in writing by the school principal of their proposed schedule of the grades and/or subjects they will teach; special or unusual classes they will have; the assignment for any teacher who is to be excessed from the current building; any extra-curricular activities they will have; and their salary as soon as practicable, and under normal circumstances, not later than June 15.

8.12 Adjustments

If necessary, adjustments occur after June 15; Administration will immediately notify those affected and apprise them of the contemplated changes.

8.2 Appointments and Assignments

All changes in employment status referred to in Article 8 shall be made on the basis of seniority, qualifications, certification, experience and good educational practices.

Reasons for changes in employment status shall be neither arbitrary nor capricious and will be accompanied by adequate and pertinent documentation. The documentation may include previous service and the meeting process.

8.3 Positions

The provisions herein shall apply to new positions created within the unit as well as vacancies occurring in existing positions. A vacancy is any newly created position as well as openings occurring in existing positions. However, if a teacher's position is filled with a long-term substitute while on leave and the position is retained for the following year, the teacher can return to the same position.

8.4 Teacher Transfer

8.41 Announcement of Vacancies

a) All vacancies for any positions will be posted, listing special qualifications and requirements, if required for such position. The announcements shall appear as far in advance as practicable. Periodic announcements of known vacancies for the following school year will be made beginning March 15. A job description shall be furnished to those interested, upon request.

b) In the case of vacancies occurring during the summer vacation, an announcement shall be posted in the administration offices with a copy sent to the Association. Notification will also be made of such vacancy to each candidate who has applied for that position since the start of the immediate preceding school year.

c) Announcements need not be made of vacancies to which excessed teachers are assigned.

8.42 Voluntary Transfers

a) Tenured Teachers desiring to apply for vacancies or for future transfer for which there has not been an announcement may file a written statement of such desire with the Human Resources Director. Application for vacancies shall be made within the time limit specified in the announcement. These will be kept on current file for a period of one school year and must be renewed yearly.

b) In the determining of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher will be fairly considered to the extent that they do not conflict with the instructional requirements and best interests of the school system.

c) Unsuccessful candidates will be notified within two weeks after the filling of the vacancy. Upon request, an explanation as to why they did not receive the appointment shall be provided.

8.43 Involuntary Transfers and Reassignments

a) It is recognized that some involuntary transfers or reassignments within a tenure area may be unavoidable, but the parties agree that such transfers or reassignments should be held to a minimum.

b) Notice of any such involuntary transfer shall be given to teachers as soon as practicable and, under normal circumstances, not later than the end of the school year, except in cases of emergency.

c) If necessary transfers or reassignments occur, Administration will immediately notify those affected and apprise them of the contemplated changes. Those receiving involuntary transfers will be advised of current vacancies at the time notice is given.

d) When involuntary transfers or reassignments are necessary, the transfer will only be made after the following procedure.

1. A meeting will be held with the teacher, the teacher's principal, and an Association representative. The reasons for such transfer or reassignment shall be given to the teacher.

2. Should the teacher desire a meeting with the Superintendent to discuss the transfer or reassignment, he/she shall request such a meeting in writing within 10 days after the meeting with the principal. The Superintendent shall establish a meeting within ten (10) days of the teacher's request. These time limits may be extended by mutual agreement.

8.44 Rights and Probationary Service of Transferred Teachers

All transferred or reassigned teachers will retain all rights and privileges they have accrued unless otherwise specified in this contract.

Any tenured member of the unit, transferred or reassigned to a position outside of his existing tenure area, shall serve a probationary period of two (2) years in such new position.

8.45 Filling of Vacancies

In making assignments for teachers for a school year, the District shall consider and place the teachers in Group A before the teachers in group B, as set forth below.

Group A - teachers excessed from their building, involuntary transfers, teachers returning from leaves of absence, and teachers being placed from preferred eligibility list.

Group B - voluntary transfers and new hires.

It is recognized that in taking the above actions, the District can act only on the information it has available at that time as to the teacher's needing or wanting to be placed in any of the above categories. The above process shall be completed by June 15, based on the information known to that point. The parties recognize, however, that final information impacting transfers and assignments may not be known by that date. Therefore, the District has the right to make transfers and assignments after the above deadlines. If an acceptable position cannot be agreed upon, other than those applying for voluntary transfer, administration will assign the teacher to a position.

Unsuccessful candidates will be notified within 2 weeks after the filling of vacancy. Upon request, an explanation as to why they did not receive the appointment shall be provided.

8.46 Transfer Outside Tenure Area

Any teacher wishing a position in a different tenure area will be treated as an outside applicant for the new appointment.

8.5 Voluntary Exchanges

Teacher exchanges within the school system may be affected subject to the mutual agreement of teachers and the Superintendent.

8.6 Summer and Evening Schools

8.61 Appointment

The selection of teachers for summer school and for evening school shall be based upon length of service, experience, and sound educational policy. (Refer to Appendix K)

8.62 Application

Applications for summer school positions shall be made available no later than March 15 of each school year. Teachers interested in such positions shall apply to the Personnel Office by April 1st of that school year. All teachers shall be notified of the action taken with regard to their application by May 30th. Teachers not hired will be placed on a waiting list.

Additional teachers will be hired as needed from the waiting list.

Henceforth, all summer school applications received subsequent to April 1st of each year shall not be considered for a summer school position unless an opening is posted subsequent to May 1 and the rejected applicant submits a new application.

8.63 Tentative Status

The Board will advise appointees to summer school that appointments must be tentative.

9. LEAVES OF ABSENCE

9.1 Sick Leave

9.11 Basic Sick Leave Plan

a) Each tenured teacher and each health professional who has completed probation will be allowed seventeen (17) days and each probationary teacher and each health professional who has not completed probation will be allowed twelve (12) days (except as noted below) of leave of absence (sick leave) with full pay for each full year of service, provided such absence is due to illness of the teacher, or sickness, or death in the teacher's immediate family (immediate family includes husband, wife, mother, father, son, daughter, brother, sister, grandparents, grandchildren, aunt, uncle, in-laws) or others living in the home. Sick leave shall be accumulative up to 170 days. For the purpose of this 9.11 a) "service" shall include those days on which the employee is on the payroll and receiving compensation from the District from the use of his/her basic sick leave or from the sick leave bank.

b) Upon application to the Superintendent and with his approval each teacher shall be allowed to use his sick leave allowance up to a maximum of five (5) days to attend a funeral not defined above.

c) Whenever a teacher knows in advance that it will be necessary to be absent because of illness or injury (i.e., pregnancy, scheduled surgery) the teacher will notify the District thereof as far in advance of the first day of absence as possible. The notice will be in writing, will state the expected dates of absence so far as is then known, and will be accompanied by a physician's statement supporting the need for and probable duration of the absence.

9.12 Sick Leave Bank

On July 1 of each school year a revolving fund of 100 days sick leave shall be set up in the following manner:

a) A teacher who has exhausted his/her regular sick leave accumulation may, upon application to the Superintendent and with his approval, withdraw up to 15 days per school year from the fund, provided the 100 days maximum is not exceeded.

b) Sick leave days withdrawn from the fund will have to be repaid by the individual using them as soon as possible.

c) Before the start of the use of this sick leave program, an attending physician will certify that the individual is unable to perform duties normally associated with his employment.

d) Sick leave days may be withdrawn from the fund for personal illness only.

e) Days withdrawn from the fund during the previous school year shall be restored to the fund on each July 1 so that at the beginning of each school year the fund shall consist of 100 sick leave days.

The provisions do not extend from one school year to another.

9.13 Supplemental Sick Leave

In addition, provision is made for a 90-day sick leave at half salary to take effect after a five-day waiting period without pay, after the person's individual sick leave has been exhausted. Before the start of this supplemental sick leave payment, the attending physician will certify that the individual is unable to perform duties normally associated with his employment. These provisions do not extend from one school year to another.

9.14 Extended Sick Leave

Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to a maximum of three (3) years, subject to filing proper medical reports.

9.15 Doctor's Certificate

If a doctor's certificate is required by the Superintendent following a sick leave absence, the cost of the examination or visit to the physician of the District's choice shall be borne by the District.

9.2 Probationary Status Extended

A leave (whether or not the teacher receives sick leave with pay) of ten (10) consecutive teacher days or more because of a probationary teacher's illness or disability shall not be counted toward satisfactory completion of probationary service and the end of the teacher's probationary period shall automatically be moved forward by the same number of days as the period of such consecutive absences.

9.3 Short Term of Absence

Short terms of absence will be extended to certain temporary leaves of absence with pay. These absences will not be charged to sick leave. Such leaves are:

9.31 Visitation Days

Visiting or conference days up to a maximum of four (4) per year (two days for classroom visitations) without loss of pay may be granted by the Superintendent upon ten (10) days prior application, if requested for use between October 1 and May 31, and a written report of the visit is filed afterwards with the Superintendent.

9.32 Association Days

Time necessary for Association representatives to attend County, State and National Conferences and Conventions:

- a) There will be per teacher maximum of sixteen (16) days and total representative maximum of (35) days.
- b) Request for attendance for such meetings shall be made as far in advance as possible.
- c) The Superintendent will be advised of officers, delegates and committee members as soon as they have been duly elected or appointed.

9.33 Legal Days

Time necessary for jury duty and/or appearances in any legal proceedings connected with the teacher's employment or with the school system. Salary, not expenses, for jury duty will be returned to the Board of Education.

9.34 Military Days

Time necessary for persons called into temporary or emergency active duty with any unit of the United States Military Reserves or National Guard, provided such obligations cannot be fulfilled on days when school is not in session, will be granted as ordered.

9.4 Personal Days

9.41 Allowance

Each teacher will be allowed up to four (4) personal days with full pay each full year of teaching. Those days will be charged to sick leave. Said days will be provided at the discretion of the teacher under the stipulations below. Unused personal days will remain as unused sick days for the purpose of sick leave accumulation.

9.42 Request

Request to the employee's principal or supervisor for personal days must be made as early as possible and not later than noon on the work day previous to the personal absence.

9.43 Restrictions

Teachers may use personal days on no more than three(3) consecutive school days. Personal days shall not be utilized on any day consecutive with a school holiday or vacation. Waiver of this restriction shall be at the sole discretion of the Superintendent of Schools. The teacher requesting such a waiver shall write a letter of request to the Superintendent a minimum of five (5) workdays in advance, stating reasons for the request. The Superintendent will give the teacher a faxed and/or emailed reply at their school.

9.44 Emergency

Emergency use (e.g., caught out of town by a weekend storm) may be made, provided the employee arranges for coverage of his/her assignment.

9.5 Obtaining Substitutes

9.51 Teacher Notice to District

Teachers unable to attend to their school duties for any of the above stated reason, or otherwise, shall notify the District per the system in place (e.g. electronic secretary/subfinder) as far in advance as possible stating the probable duration of their absence so that a substitute can be obtained.

9.52 Obtaining Substitutes

The Administration shall make every effort to obtain satisfactory substitute teachers as necessary.

9.53 Extra Coverage

When the Administration is unable to obtain a substitute, the Principal will seek volunteers to cover the absent teacher's class(es). If after a diligent attempt he is unable to obtain volunteers, he may assign teachers to cover them. No teacher shall be so assigned more than five (5) periods, three (3) blocks per school year, and each teacher shall have each year the right to refuse peremptorily two (2) of these. Nothing in this paragraph shall be construed to limit the number of periods a teacher may cover voluntarily. Refer to Appendix D for compensation.

9.54 Elementary Extra Coverage

In cases of elementary extra coverage, regular classroom teachers will be asked at the beginning of each school year, of their willingness to cover additional class(es) at their grade level by the building principal. All of the following conditions will apply:

- a. Barring unforeseen circumstances (i.e.-The volunteering teacher's class is scheduled for a field trip), said teacher cannot refuse the extra coverage assignment.
- b. A time sheet must be filled out to document the extra coverage.
- c. The two classes will follow their assigned special area schedules.
- d. If special area schedules do not line up, the teacher may not receive a preparation period that day.
- e. Compensation for actual instruction time per Appendix D.

9.55 Middle and High School Extra Coverage

A. In the event that a regular teacher voluntarily or involuntarily supervises an extra class, or part of an extra class, because of the inability of the Administration to obtain a substitute, such teacher shall be compensated at the rate which appears in Appendix D.

B. If a teacher voluntarily accepts to fill in during their preparation period on a long term basis (longer than one week) they will be compensated by the following formula:

(extra teaching time (in minutes) divided by total contractual regular teaching time (240 minutes) multiplied by the current salary for the teacher).

Commissioner's regulations will be followed when a partial month is worked.

For example $38\text{minutes}/240\text{ minutes} = 15.83\% \times (\$50,000)\text{ Salary} = \7916.67 for year

If a semester: $\$7916.67 / 2 = \3958.33

The selection of teachers for these assignments will be based upon Section 8.2 "Appointments and Assignments".

10. EXTENDED LEAVES OF ABSENCE

10.1 Leave of Absence for Professional Association Officers

The Board agrees that one (1) teacher designated by the Association will, upon request, be granted a leave of absence for a maximum of two (2) years without pay for the purpose of engaging in Association (local, state, or national) activities. (Such time shall be credited as local service time in determining salary step placement upon return from this leave.)

10.2 Peace Corps, Exchange Teacher, and Similar Leaves

A leave of absence without pay for up to two (2) years will be granted to any teacher who joins the Peace Corps, Vista, National Teacher Corps, the Agency of International Development of the Department of State, or serves as an exchange teacher, and is a full-time participant in such programs. (Such time shall be credited as local service time in determining salary step placement upon return from this leave.) For the non-tenured teacher such leave will be an interruption of the probationary period and is not to be used in lieu of service in the local school as a requirement for tenure.

10.3 Military Leaves

Military leave and all benefits attendant thereto under the several statutes in such cases made and provided will be granted to any teacher who is inducted into or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system.

10.4 Child Rearing Leave

10.41 Application

Upon application, an unpaid child-rearing leave may be taken to care for a newborn or newly adopted infant. Such leave shall be granted to take effect either on the end of the mother's disability following birth or at birth in the case of leave by the father (as the case may be) or on the placement of the infant in the adopting teacher's home. It shall be granted until a date no later than the September 1st following the infant's second birthday, but the end of the leave must fall at the end of a semester. The teacher must notify the District of the intended date of return within one month after the start of the childrearing leave, and that date may be altered only by mutual agreement of the teacher and the Human Resource Director. Failure of the teacher to meet this requirement of notice of the ending date of the leave shall result in the leave ending at the end of the semester in which the leave begins.

Should another birth or adoption occur during a child rearing leave, the teacher shall be granted another childrearing leave upon request.

10.42 Benefits

Time spent on child rearing leave does not count as probationary service or as service creditable for seniority, salary credit, leave credit or any other benefit. When a teacher returns from child rearing leave, all probationary service, seniority, salary credit, leave credit and service for other purposes accumulated by the teacher as of the last day of work or paid leave preceding commencement of the leave shall be restored to the teacher.

10.43 Substituting

Teachers on child rearing leave may be permitted to serve as per-diem and long-term substitutes.

10.44 Insurance

The teacher on child rearing leave shall have the option to participate in any insurance policy, currently in force, at their own expense.

10.5 Public Leave of Absence

The Board will grant, with a 60-day notice, a leave of absence without pay or increment to any teacher to campaign for or serve in a public office.

The minimum leave shall be one (1) semester, and the maximum leave shall be four (4) consecutive semesters. Should the teacher desire to return prior to the end of the leave, he/she shall be placed on a preferred substitute list.

10.6 Sabbatical Leave

10.61 Eligibility

Any teacher employed in the Jamestown Public school who has completed seven (7) consecutive years of service and has met the necessary requirements may, upon recommendation of the Superintendent of Schools and with the approval of the Board of Education in conformity with the following regulations, be granted a leave of absence for a program of educational travel, formal study, or independent study which would be of some value to the school system.

10.62 Purpose

Sabbatical leave is intended to afford professional employees an opportunity to improve their ability to render education service. Such achievement is usually obtained by:

- a) Formal Study - a program of study in residence in an institution of higher learning, including foreign universities;
- b) Independent Study (Research and/or Writing) - a program of independent study which promises professional values to the school system equivalent to that derived from formal study.
- c) Planned Educational Travel - travel is considered educational if it results in a significant contribution to professional growth by exposing the participant to new people, culture, environments and experiences.

10.63 Number

The Board shall grant such leaves up to one percent (1%) of the total number of teachers in the system each year. The selection must be made from those requesting a leave by the Superintendent in accordance with the following principles:

- a) Preference to those with the longest service and satisfactory ratings in the Jamestown Public Schools;
- b) Desirability of purpose of leave.

10.64 Application

- a) Request for sabbatical leave shall be for one or two full consecutive semesters of half years. An individual who has had a sabbatical leave may file subsequent requests not oftener than each seven-year period of continuous service;
- b) Requests for sabbatical leave are to be submitted directly to the Superintendent;

- c) Each applicant for a sabbatical leave in the following year shall file an application by April 1;
- d) Board action on all recommendations will be made in May;
- e) Under normal conditions, May 30 will be the final date for candidates' withdrawal. Any candidate on alternate status for fellowship or scholarship, who officially notifies the Superintendent prior to May 30 of such status, may be granted to June 15 for final teacher decision.
- f) Applications for leave for study must include the name of the institutions at which the individual plans to study and the courses to be pursued. Such study should be related to applicants' professional position or the general field of education or proposed growth. Applications for travel or educational experience must state the specific educational objectives in direct relation to the applicant's field of endeavor.
- g) Each applicant must execute an agreement to make a written report to the Superintendent once each semester during such leave.
- h) Every person on sabbatical leave who is already a member of the New York State Retirement System shall retain the right to continue his membership and to make contributions on the basis of his salary.

10.65 Sabbatical Salary

Sabbatical leaves for formal study or independent study for one (1) year shall be at three-quarters (3/4) of the salary the teacher would have received during the period of such leave and for one-half (1/2) of a year at three-quarters (3/4) salary the teacher would have received. Sabbatical leave for planned educational travel will be one-half (1/2) salary.

10.66 Disability

If a teacher on sabbatical leave is unable to fulfill the purpose thereof by reasons of illness as substantiated by proper medical statements or other acceptable legitimate reasons beyond his control, said sabbatical shall continue for its full term, and, when the disability is removed, the teacher shall continue with the fulfillment of the sabbatical purpose, if possible. In the event that the sabbatical purpose cannot be continued after the removal of such disability, the teacher shall be available for appropriate one-half (1/2) professional assignment by the Superintendent for the duration of said sabbatical.

10.67 Employment Status

The staff member, while on sabbatical leave, retains his status as an employee of the Board of Education and will experience the salary deductions for social security, income taxes, and health insurances (if any), and is credited with pension contributions (on the basis of salary received) by the Board of Education as are full time professional employees. The employee on sabbatical leave will not earn additional sick leave or personal days while on leave. Upon expiration of sabbatical leave, the employee shall be restored to his position or to a position of like nature and status. (Such time shall be credited as local service time in determining salary step placement upon return from this leave.)

10.68 Commitment

As a condition precedent to granting a sabbatical leave of absence, the teacher shall agree in writing that in the event of his failure to return to the employment of the Jamestown City School District or his voluntary resignation there from before one (1) year after the termination of such sabbatical leave, then, unless waived by the Board, the teacher will repay the amount of take home pay received by him while on said sabbatical over a period of not more than five (5) years' installments or lump sum at the teacher's discretion.

10.7 Personal Leave Without Pay

A leave of absence without pay or increment will be granted at the discretion of the Board. Insurance benefits may be continued at the individual's expense, provided prior arrangements are made through the Human Resources Director. A teacher who does not perform all of the services required of teachers during a month shall be paid pursuant to State Education law Section 1301.3.

10.8 Resumption of Benefits after Leave

All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical leave eligibility, will be restored to him upon his return, and he will be assigned to the same positions which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

10.9 Notification of Return from Leave of Absence

All employees on a leave of absence (except child rearing leave, refer #10.41) shall give the District a 60 school day notification of the date the employee plans to return to work. This provision excludes summer vacation. If no notification is received by the District, the employee's job may be considered abandoned.

11. TEACHING LOADS AND CONDITIONS

11.1 Elementary Class Size

The Board agrees to make every effort to keep elementary classes under thirty-four (34) students. If any class in a grade level in a school exceeds thirty (30) students, a teacher aide will be assigned to that grade level in said building.

11.2 Middle and High Schools

11.21 a Limits

The following class size ranges shall apply to high school, grades 9 through 12.

	<u>Range</u>
AP	20-30
Regents 1 - (excluding team teaching)	20-30

Driver Education - to be determined by State Education Department time requirements, facilities, the scheduling of classes, simulators and car groups.

11.21 b The following class size limits shall apply to middle school

Team populations will be based on average class size of 25 students including mainstreamed special education students.

All middle school classes shall have a limit of 28 students per class. An overage occurs when class size reaches 29 or more students except for physical education. Physical Education class limit is 31 students and an overage occurs when class size reaches 32 or more students. If chorus, orchestra, or band is ever included within the regular school day (excluding Alpha block) for whole-group ensembles no overage will be paid for that class.

Unified Arts classes will average 1/5 of a team population including special education students.

Physical Education/Health/Music classes will average 1/4 of a team population including special education students.

11.21 c Calculation of Overages

Team populations are based on an average class size of 24 students for Health/Music/PE.

One quarter (1/4) of the team total derives the maximum students per class. Example: "six teams" times 24 students equal 144 total times 1/4 which equals 36 students. If any class exceeds 36 students, an overage exists per Section 11.21b. Payment for each Health, Music, or PE class that exceeds 36 students shall be \$500.00 per semester.

11.22 Physical Limits

The following class sizes are to be determined by physical facilities:

Language Laboratories, Science Laboratories, Business Education, Industrial Arts, Occupational Education, Technical Education, Art, Home Economics, Physical Education, Music Education and Study Halls. If an overage occurs, administration will exhibit good faith in attempting to rectify the overage. i.e. additional equipment.

11.23 Exceptions, Applicable to Middle School and High School

The Association and the Board agree that 14% of all 5-12 Middle School and High School classes in each building may exceed the contractual class size limits by up to three (3) students each.

11.23a Calculation of Overages – Middle Schools

An overage occurs when class size limits are exceeded as established in section #11.21b.

Payment for this classroom overage shall be:

\$400 per class per year (for a year long class)

\$200 per class per semester (for a semester class or year long class that meets every other day)

\$135 per class per trimester (for a trimester class)

Since the average class size was defined as 24 students per Section 11.21b, then actual class size can be 27 students (24 + 3) before an overage occurs. Fourteen percent of all 5-12 classes is unquestionably a large number of classes which means a large number of individual teaching classes can be as large as 27 students. Payment for each such class that exceeds 27 students shall be \$200.00 per class per semester.

11.24 Student Load Limits

The total regularly assigned teaching period should not contain an excess of 135 students. The desirable goal is 125 students per teacher (physical education, music education ensembles and study halls supervisory excluded).

11.24a Calculation of Overages

This language excludes PE, music ensembles and supervisories. Payment shall be made to each teacher whose student load exceeds 135 students according to the following schedule:

\$1000	-every day overage – full year
\$500	-every other day – full year
\$500	-every day – half year – semester
\$250	-every other day – half year – semester
\$335	-every day – trimester
\$170	-every other day – trimester

Since this language excludes PE and Music, the only issue is whether Health exceeds 135 students in a given day. Payment for each Health class that exceeds 135 students will be \$500.00 for an every other day situation and \$1000.00 for an everyday overage.

This limitation is not meant in any way to prohibit innovative teaching techniques such as large group instruction, team teaching, etc., as long as the basic ratios stated above are maintained overall.

English teachers (grades 7-12) whose student load exceeds 117 shall not be assigned a non-teaching supervision period (i.e., any period during which a teacher is responsible for supervising students) nor homeroom; this shall not apply to grades 7-8 English teachers who elect to team teach in such a way that student load exceeds 117.

11.25 English Classroom Limits

Based upon the instructional schedule, English teachers (grades 7-12 Middle and High School) whose student load exceeds 117 yearly shall not be assigned a non-teaching supervision period (i.e. any period during which a teacher is responsible for supervising students) nor homeroom; this shall not apply to grades 7-8 English teachers who elect to team teach in such a way that student load exceeds 117.

11.26 Middle School Extra Coverage Rate

When a middle school teacher covers an entire class that is up to 45 minutes in length, then he/she shall be compensated for one middle school block. (See Appendix D) If a teacher only covers a portion of that class time, he/she will be paid for the fractional portion covered.

The current practice of voluntarily covering at no pay up to 15 minutes for a teacher who has to leave early, is late, etc., will continue.

After the first 45 minutes teachers will be compensated in ten-minute increments.

46 to 55 minutes	One block plus one-sixth of another block. (e.g. $\$32.42 + 1/6 (\$32.42 + \$5.40 = \$37.82)$)
56 to 65 minutes	One block plus one-third of another block. (currently \$43.23)
66 minutes or more	One block plus one-half of another block. (currently \$48.63)

11.3 Classroom Capacities Not to be Exceeded

Pupils shall in no event be assigned to any classroom in larger numbers than the capacity of the teaching facilities or stations available or for which such classroom was designed.

11.4 Enumeration of Specialists

The foregoing enumeration of specialists is not intended to be complete, nor is it the intent of the Board to reduce presently employed specialists or their assistance below the specified levels.

11.5 Preparation Time in Elementary Education

11.51 Special Teacher Time

Special teachers in the Elementary area including physical education, music, art and library provide the leadership and a part of the basic skills teaching in their respective fields.

The regular classroom teacher must, however, give additional activity and practice in these fields, and, where practical, integrate these areas and activities within his/her academic programs.

11.52 Teacher Presence Not Required

Although it is not required that the classroom teacher remain throughout the period of the special teacher's presentation, the classroom teacher should observe sufficiently to be aware of the program and be able to supplement the work in the special fields.

11.53 Minimum Duty-Free Period

a) Elementary Classroom Teacher: Classroom teachers will be scheduled with a minimum of 250 minutes of preparation time per week. Every effort will be made to provide classroom teachers with fifty (50) minutes of continuous preparation per day. In instances where this cannot be done, teachers will be scheduled a minimum of thirty (30) minutes of continuous preparation per day. b) Special Area Teachers: Special area teachers will be scheduled with a minimum of 250 minutes of preparation per week. Every effort will be made to schedule (6) 50 minute classes per special area teacher. In instances where this cannot be done, teachers will be scheduled to a maximum of 300 minutes of instruction per day and a maximum of eight (8) classes per day. Five (5) minutes or less of "passing time" will not count toward total preparation time. This is to allow maximum flexibility for District scheduling. Preparation time will not be allotted in any time blocks below 5 minutes to meet the 50 prep or 250 minute weekly allotment.

Each elementary (K-4) classroom teacher will be scheduled for a weekly thirty (30) minute Library/Literature extension/computer lab (formerly known as book exchange) for personal planning and preparation time. If the weekly thirty (30) minute period is attached to lunch or special area class then the classroom teacher will not be responsible for the movement of children between the two consecutive activities. When schools are in session for a half day, teachers with a regularly scheduled duty-free period during the time when school is in session, shall receive their duty-free period.

11.54 Grade Level Meetings

Elementary (K-4) classroom teachers will be given forty (40) minutes during one regular school day once (1) each month to meet collectively for the purpose of additional planning and implementing grade level responsibility beyond current practice. Variations of the forty (40) minute time block may be created with the agreement of both the building principal and the teachers.

At the request of either party, administrators, supervisors may participate in grade level meetings.

The building principal will be responsible for scheduling grade level meetings and for providing supervision of students at those times.

It is expected that students will be engaged in diverse, legitimate educational pursuits while their teachers are participating in grade level meetings. Teachers will assist in planning student activities in advance of their respective grade level planning times.

11.55 Early Literacy Profile

The twice annual formal assessment process known as the "Early Literacy Profile" (a.k.a. E.L.P. and associated components) will no longer be done. The ELP elimination will not limit a teacher's use nor the District's future use of any effective assessment strategies (ex. running records, draft writing samples, etc.).

11.6 Preparation and Subject Areas in Secondary

11.61 Preparation Limits

Secondary teachers who teach academic subjects will not be required to teach more than two areas nor more than three preparations within the said areas at any one time. Special occupation, technical, foreign language and trade teachers shall be excluded from the limit of three (3) teaching preparations. The District may assign up to 8% of high school teachers (grades 9-12) a fourth preparation within the area of a teacher's certification, which must be a remediation class, may be assigned. In addition, with the agreement of the teacher, a fourth or fifth preparation within the area of a teacher's certification, which must be a remediation class, may be assigned.

11.62 Scheduling

Every effort shall be made to schedule preparations in the area of specialization. Placing two or more courses in the same period under the same teacher in the same classroom should only be done under extreme circumstances.

11.7 Teaching Periods in Middle and High School

11.7a Middle School

Middle School teachers will not be assigned to instruct and/or supervise students for more than an average of 280 minutes per day or 1400 minutes per week, whichever allows for greater schedule flexibility. Teachers will not be assigned to instruct students for more than an average of 240 minutes per day or 1200 minutes per week, whichever allows for the greater schedule flexibility. The schedule will determine how many instructional periods can be used. The District will follow the Commissioner's Rules and Regulations. In addition, a homeroom may be assigned. If teachers are assigned an instructional homeroom, this time will count toward daily minutes of instruction (i.e. special education and Title I teachers).

Limitations of 280 minutes may apply to teachers who teach occupational, technical, trade, special or pupil personnel services subject areas if it is determined by the Administration, after consultation, with the Association, to be necessary or required in place of a homeroom or study hall and/or cafeteria. Definitions of the above subject areas are those shown in Part 80.1 of the Commissioner's Regulations.

Teachers who are assigned supervision duties may work with their respective principals to determine the best schedule for supervision keeping in mind their academic responsibilities.

Teachers in grades 5 through 12 will not be assigned to instruct or supervise students for more than 280 minutes per day, including not more than 240 minutes of instruction. (science labs excluded). In addition, homeroom may be assigned. In addition, teachers in middle school may be assigned no more than 1800 minutes over any two marking periods to perform non-credit bearing academic intervention services for students in lieu of an

extra duty. With the mutual agreement of administration and the teacher, schedules may be increased before state exams (ELA, math) as long as time does not exceed the 1800 minute limit.

Encore and physical education teachers may be assigned no more than 1800 minutes over any two marking periods to perform non-credit bearing academic intervention services for students excluding alpha block.

11.7 b High School

High School teachers will not be assigned to instruct or supervise for more than 280 minutes per day, including not more than 240 minutes of instruction and not more than three (3) instructional blocks of time (science labs excluded). In addition, homeroom may be assigned. In addition, teachers in high school may be assigned no more than 1800 minutes over the school year to perform non-credit bearing academic intervention services for students in lieu of an extra duty.

Limitations of 280 minutes may apply to teachers who teach occupational, technical, trade, special or pupil personnel services subject areas if it is determined by the Administration, after consultation, with the Association, to be necessary or required in place of a homeroom or study hall and/or cafeteria. Definitions of above subject areas are those shown in Part 80.1 of the Commissioner's Regulations.

The District and the Association may waive contractual limits for alternative schedules and programs.

11.8 Music Teacher Schedule and Overload Pay

Because they come from diverse grades or class schedules, it is not possible to schedule students in some of the volunteer music performing groups within the normal school day or its elementary equivalent. Therefore, music teachers are permitted to vary their duty hours to provide for these situations. Where necessary, group rehearsals and/or sectionals may be scheduled in an alternative time period. In these situations where there is a possibility of overload, the following shall govern:

- a) The Board approves the extent of all programs.
- b) The music teacher's schedule has exceeded the acceptable standard maximum teaching load if the schedule exceeds thirty (30) 45-minute periods of instruction per week or spreads over more than eight consecutive periods in any day excluding lunch periods.
- c) If the Board approves a regular weekly program of instruction and/or rehearsals which exceeds the above described 30 periods per week, or an equivalent time at the elementary level, the additional work will be compensated at the agreed upon rate found in Appendix D.

11.9 Committee on Special Education Chairpersons and Compensation

A differential rate per Appendix D will be paid to those teachers hired for the equivalent of 30 days during the school year for CSE/CPSE meeting coverage and a maximum of one CSE/CPSE Chairperson meeting per month. Those hired for less than the equivalent of a full year (30 days) or those providing additional days of CSE/CPSE meeting coverage over 30 days will be paid at the Appendix D rate.

Contractual rates of pay will be paid for any district staff development offerings that occur outside of the school day or during the summer.

The number of positions will be determined annually based on the need for CSE/CPSE meeting coverage. In the event of a reduction in the number of positions needed or a change in appointments, a written notice will be provided by the last day of school. Positions will be posted only when a vacancy exists.

The selection of teachers for these assignments shall be based on Section 8.2 entitled "Appointments and Assignments."

12. HOURS, DAYS AND DUTIES

12.1 School Calendar

The length of the teacher work year shall occur during the period from September 1 through June 30 for all teachers in accordance with the following:

12.2 Nurses – Extra Coverage

Nurses within the Jamestown School System are sometimes asked to cover emergency situations at another building as part of their job. The District recognizes the valuable job that nurses play within our schools and therefore agree to abide by the following provisions in paying for extra duties:

A. Nurses will be paid for extra coverage per Appendix D Miscellaneous Rate Schedule.

B. Nurses will be paid for actual time worked to the nearest minute.

C. Nurses recognize that the deployment of the workforce is a management right.

D. Nurses will be paid for the loss of their fifteen minute morning break, their lunch hour (30 minutes) and the fifteen minute afternoon break when an emergency situation occurs or when they are deployed to another building and lose these breaks or lunch. Nurses can flex time for breaks and lunch if possible but this will be done without compensation.

E. Nurse will be paid for extra coverage before or after school.

F. Nurses may be assigned this extra coverage by any supervisor or district designee.

G. Nurses will be compensated for mileage per the standard district policy on travel for all employees.

12.3 Health Clinic – Nurse Practitioner.

A. School Base Health Clinic will be staffed by a Nurse Practitioner and paid a per diem rate per appendix D.

B. Malpractice insurance for the nurse practitioner will be paid by the nurse practitioner.

12.4 Day Limit –Per Year

The work year for teachers may exceed the pupil school year by one (1) day; however, in no case shall the teachers' work year exceed 186 days.

12.5 Orientation and Professional Development Days

A. **District New Teacher Orientation:** As a condition of employment, any first year teacher shall be required to attend up to five (5) days of orientation training during the summer or the earliest convenient time for the District.

B. **New Teacher Orientation: (See Section #7.3)**

The Association will be given a minimum of one (1) hour but no more than two (2) hours during new teacher orientation. The Superintendent will need to approve the second hour of time for payment and its curriculum before the Association may proceed with this session.

The Association will give the Superintendent a copy of the curriculum that will be covered with new teachers.

The administration has the right to sit in all Association directed sessions on this stated curriculum.

The Association agrees that all new teachers will commit to a voluntary, non-paid day by the District so that new teachers may fill out all required paperwork for employment in Jamestown Public Schools and listen to presentations about health insurance, credit union, tax-sheltered annuities, etc.

C. The District may identify a required staff development workshop. The District will schedule this workshop a minimum of three (3) times during the school year and two (2) of these will be during the school day for the convenience of participants.

D. The time and duration of orientation or training days shall not exceed the typical school day.

E. Compensation for such days shall be at the agreed upon rate set forth in Appendix D. The rate per hour or any portion of an hour for all orientation and staff development workshops, up to four hours, throughout the school year will be applied.

F. The length of all workshops, both as to days and hours, will be posted, as well as notification that they will be paid at the negotiated rate.

G. Voluntary participation in Workshop and Training Sessions

1. Workshops and training may become available for which teachers may volunteer.

2. Such workshops and training are subject to approval by the Superintendent.

3. Teachers may volunteer for participation in these workshops and training and, with the approval of the Superintendent; the District will pay expenses and may provide a stipend for attendance.

4. The number and amount of stipends will be set by the District and may vary from event to event depending upon the availability of funds.

5. Such expenses will include: Registration, travel, and room and board as approved by the Superintendent.

12.6 Half-Day Dismissals:

"The District will provide half-day dismissals through out the school year in accordance with applicable Commissioner's Rules and Regulations (Section 175), applicable education law (3604) or other New York State laws. The District will grant the following number of half-days each year for the purpose of parent conferences, in-service, data analysis, program planning, etc.

Elementary (10) – two of which are equivalent to one Superintendent Conference Day.

Middle School (7)

High School (0)

12.7 In-Service Days

At least two (2) Inservice days shall be provided annually which shall be mutually scheduled and mutually planned subject to the approval and/or final determination of the Superintendent. The two (2) inservice days shall be designated on the calendar.

Teachers assigned by Administration to specific Inservice programs can request to attend other programs through their building principal.

In addition to the present programs, the Board will authorize a fund of \$2,000.00 to be earmarked for local inservice training programs that are mutually agreed upon, thereby enabling additional staff members to participate.

12.8 Parent Conferences

Time shall be provided by the early dismissal of students on pupil days to be designated in the school calendar. With the prior knowledge and approval of the principal, a teacher may schedule parent-teacher conference sessions during the evening rather than the afternoon of regularly scheduled parent-teacher conference days. Teachers who so schedule evening conferences are not required to be in their building during the regularly scheduled parent-teacher conference times. Additional time for kindergarten and special education teachers' parent-teacher conferences shall be determined and scheduled pursuant to the needs of each respective building.

12.9 Final Week

The last teacher attendance day shall be the last day of student attendance or the last day of Regents week.

1) Elementary Teachers The final day of the school schedule for Elementary teachers will be the report card distribution day.

2) Middle School Teachers

A) Teachers may still conduct unit, marking period, and final exams in appropriate courses.

B) Two days of the final week of school should be dedicated to closure activities with students such as productions, field trips, or other activities that provide opportunity for evaluation, celebration or closure.

C) One day will be a Report Card distribution day, as has been traditional.

For those teachers whose checks require last minute adjustments, payments will be made as soon as possible thereafter. In matters beyond the District's control, checks will be made available as soon as possible.

12.10 Counselors

Guidance Counselors that are requested to work over the summer months will be paid at their individual per diem rate of 1/200th of their salary. The number of days worked will be dependent upon budgeted funds and prior administrative approval. Work day will be 7 hours excluding lunch. Half days may be worked at 50% of the per diem rate. Time sheets are to be submitted for payment.

Guidance counselors shall not be assigned any additional duties except a homeroom assignment if necessary

Counselors shall be available from 7:00 - 9:00 p.m. three (3) evenings each school year (salary in accordance with Appendix D on a rotation basis. Scheduling will be established by the Administration.

12.11 Commencement

Teachers involved in high school commencement activities will be available as required.

12.12 First Student Day - Elementary

The first student day for elementary schools should be a one-half day session.

12.13 Teachers' Work Day

12.14 Professional Responsibilities

The Board and the Association agree that the length of the teachers' day shall extend ten (10) minutes after the time students are dismissed. It is expected that teachers will be in the building such time before and after school as to adequately meet with such professional responsibilities, including but not limited to extra help, consulting with students and parents, attending committee, departmental and staff meetings.

A. Middle School:

In addition to homeroom, a middle school teacher may be assigned instructional time per section #11.8. In addition to the instructional minutes, a middle school teacher's day shall also include supervision, team and individual planning time (totaling an average of 90 minutes per day or an average of 450 minutes per week) and alpha block.

Supervisory block will provide team opportunity and responsibility to provide extra help and assistance such as remediation, enrichment, guided study time and student advisement. Any evolution of student advisement will be preceded by appropriate staff development.

Team planning may include but not be limited to the following activities: cross curricular/integrated project planning, discussion of upcoming team/school events, adjustment of team schedules for upcoming testing, field trips, etc., discussion of student performance-individual/group, conferences with students/parents/teachers/administrators, professional staff development on occasion, participation in activities that build/solidify team relationships/identity, and resolution of conflicts among team members.

Alpha block may include but not be limited to the following: an opportunity for music teachers to see their entire ensembles, time for teachers to help students with homework, time for teachers to schedule conferences with parents, shared decision making time, an opportunity for teachers to meet with other teachers about common educational concerns, committee meetings, extra planning time, and technology help time.

Additional course offerings may include music, health, art, technology, family and consumer science, computers and other courses deemed necessary by the administration. (See section #11.8 for specifics and limitations). Students will be scheduled to these courses on a rotating basis. Any schedule will meet or exceed the state education department requirements for middle school courses.

A teacher in lieu of supervision may voluntarily take an Academic Intervention Services period.

B. High School: In addition to a homeroom, a teacher in grades 9-12 High School may be assigned per 11.8b. to no more than three (3) blocks of instruction, and one-half (1/2) block, or its equivalent, of student supervision per day. Supervision may include cafeteria duty, study hall, activity supervision, or other non-academic responsibilities.

A teacher in lieu of supervision may voluntarily take an Academic Intervention Services period.

12.15 Limitations

No teachers shall be required to remain after the pupil day to perform any unreasonable, inequitable or unprofessional services.

12.16 Sign In/Sign Out Procedure

Teachers shall sign out in the principal's office when leaving the building during a preparation period. Teachers shall sign in at the principal's office when arriving back to the building during a preparation period

The Administration shall inform the Association when a particular teacher is not meeting his/her responsibilities.

12.17 Flexible schedules

With the teacher's agreement, a teacher's schedule may begin and end at a time other than the beginning and ending times of the schedule for other teachers in the building, so long as the total work day for the teacher does not exceed the total work day for the other teachers in the building. If deemed warranted after review by an ad hoc committee composed of an equal number of members appointed by the Association President and the Superintendent of Schools, such schedules may be assigned to non-volunteers for the period recommended by the ad hoc committee.

12.18 Work Day

The total workday for teachers shall consist of 6 hours 50 minutes in the Elementary School, 7 hours 5 minutes in the Middle School, and 7 hours 10 minutes in the High School.

12.19 School Closings Because of Weather or Emergency Conditions

12.20 School Closings

The official closing of schools by the Superintendent due to severe weather or other emergency conditions shall not result in the loss of pay.

12.21 Responsibilities of Employees

If pupils are dismissed early, all members of the unit will also be dismissed.

12.22 Personnel Procedures

If schools are closed all day, in which case a public announcement is made prior to the scheduled opening in the morning, all members of the unit will not be required to report to work.

12.23 Make-up Time

The dates when time lost by reason of school closings shall be made up shall be determined upon the advice or orders of the Commissioner of Education (not in excess of 180 days).

12.24 Lunch Period

All teachers shall have a duty-free lunch period at least equal to the length of, and taken at the same time as, the pupils' lunch period. In no event shall the duty-free lunch period of any teacher be less than thirty (30) minutes. A duty-free lunch period shall not require the teacher to supervise students or perform any duty whatsoever, and teachers are free to leave the school premises during their duty-free lunch period.

12.25 Non-Professional Assignments

Elementary teachers will not be required to perform non-professional assignments such as milk distribution, and supervision of playground and cafeterias during the lunch period. However, at least one certified person shall remain in the building during the lunch period.

12.26 After School Meetings

12.27 Notice

Notice of after school meetings will be announced and posted at least four (4) days in advance, and no such meeting will be held on Friday or any day preceding any day on which school will not be held.

12.28 Departmental Meetings

Departmental meetings will be called by the academic supervisors and/or chairpersons. The same conditions, as described in paragraph one above, shall prevail with regard to departmental meetings. It is the teacher's professional responsibility to attend department and staff meetings. An agenda will be provided.

Teachers will expect that said meetings will be reasonable in number and professional in nature.

For meetings called on less than four (4) days' notice, the teacher may be excused from attendance.

In the case of department meetings, each department shall have a committee which will serve the function of a Building Liaison Committee. This Committee shall be formed in the same manner as the Building Liaison Committee.

12.29 Evening Assignments

All teachers must attend the open house or back-to-school night. All teachers, except for emergencies, must attend one (1) additional function during the year.

12.30 Extra Classroom Activities

Teacher participation in extra classroom activities will be on a voluntary basis and teachers will be compensated for all such participation outside of regular school hours in accordance with the provisions of the Extra Classroom Activities Pay Schedule **Appendix C** which is attached to this Agreement and made a part thereof. Filling of these positions will be based upon the District's needs and economics.

12.31 Non-Professional Duties Eliminated

Teachers will not be required to perform the following duties:

12.32 Clerical Duties

Deliver class sets of books to classrooms, keep cumulative record cards, and other similar clerical functions except where the professional judgment of a teacher is required to properly carry out the clerical functions. Nothing in this paragraph applies to school psychologists, school nurse practitioners, school nurse teachers or health professionals.

12.33 Scoring

Score and record standardized tests. However, they may score their tests if they prefer. The results of such tests shall be reported to the interested teachers at the earliest practical time.

12.34 Transportation of Pupils

Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers must receive authorization in advance, from the building principal for in-city trips, and from the Superintendent for out-of-city trips. By meeting the requirements of the Board Rules and Regulations, teachers will be protected by insurance carried by the Board in addition to their personal insurance coverage.

12.35 Registers

Teachers will be responsible for daily attendance which may be required to be placed on State Registers in their own homerooms. Computation of State Registers of Attendance will be done by non-teaching personnel.

12.36 Academic Intervention Services

Teachers may volunteer to perform academic intervention services both before and after school. Teachers will be paid per Appendix D. The rate of pay shall include preparation for the academic intervention services provided to the students.

12.37 Lesson Plans

1. All teachers should plan their teaching
2. All teachers should prepare plans for each day's lesson. (The word should does not mean that a teacher does not have to plan)
3. All teachers should plan on a longer-term basis e.g. weekly, marking period, semester, and year. Some teachers do this planning in plan books. Teachers may use other forms, including computer-generated documentation.
4. The plan for a lesson which is to be observed by an administrator pursuant to the TOE Agreement should ~~be reviewed and discussed in the pre-observation conference for an announced observation.~~
5. Plan books or longer-term planning documents should not be evaluated as part of an observation pursuant to the TOE Agreement.
6. Observation reports prepared under the TOE Agreement should not contain assessments of the teacher's plan books and/or other long-term planning documents.
7. THE TOE Committee should meet per the contract and in a reasonable time period to review this and any other outstanding issue(s).
8. In Sections #1.44 and #15.11(1), the Agreement recognizes the authority of the District to evaluate teachers on grounds other than those addressed through the TOE Agreement. These provisions, as well as other legal authorities not based in the Agreement authorize the administration to examine planning documents at times other than in connection with an observation pursuant to the TOE Agreement.
9. A teacher will have an individual planning system available for display, or discussion upon request. An individual teacher planning system will be mutually agreeable with the Principal. Teachers shall have adequate projected lesson plans for one (1) week, in advance, commencing on the Monday of each week available in the teacher's classroom. If an administrator finds a teacher's planning to be inadequate, they will follow the APPR plan.
10. If an administrator reviews a teacher's planning documents, the administrator should not write on the document(s). Any comments that need to be made should be placed on post-it notes or in some matter that does not involve writing on the teacher's document.
11. Any Jamestown Public School teacher who is absent due to sickness, bereavement, conference, and the like will provide adequate lesson plans so that the substitute called may use them the day that the teacher is absent.

13. TEACHER PROTECTION

13.1 Harassment, Assault and Battery (H.A.B.)

13.11 Reporting Harassment, Assault and Battery

Teachers will immediately report all alleged cases of Harassment, Assault and Battery sustained by them in connection with their employment, to their principal who shall immediately notify the Administration.

13.12 Written Report

The teacher shall submit a written report upon a form provided by the Administration to his or her principal by the end of the school day the assault occurred, if not physically incapacitated.

13.13 Legal Options

The Administration will work with the teacher to explore responses to H.A.B. which may include but not be limited to possible legal recourse by the teacher, permanent/temporary removal of the student, a restraining order, or internal district discipline.

13.14 Information

The Administration will comply with any request of the teacher and the teacher with any request of the Administration for information in their possession relating to the incident or persons involved.

13.15 Investigation

The District shall conduct an investigation of any reported alleged H.A.B. with all due speed.

13.2 Insurance Against Prosecutions

The Board shall provide liability protection for teachers as provided in Section 3028 of the State Education Law.

Section 3028 reads: Liability of school district for cost and attorney's fees of action against, or prosecution of teachers, members of supervisory and administrative staff or employees.

13.3 Save Harmless

Pursuant to section 3023, State Education law (Liability of a Board of Education):

Any teacher, practice or cadet teacher, shall, within ten days of the time he is served with any summons, complaint, process, notice demand or pleading, deliver the original or copy of the same to - **District Clerk**.

13.4 Building Evacuations

In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire or other lethal instrument or incident, teachers will "scan" their classrooms for obviously suspicious objects and report them as per the building emergency plan. No teacher will be required to participate in any search for such lethal or destructive instrument.

14. STUDENT DISCIPLINE

14.1 Student Discipline

The District shall give full support and assistance to teachers with respect to discipline in, and concerning, the classroom. The District shall insure that clear and uniform procedures for such support and assistance shall be established, and furnished to each teacher in writing.

The Board shall also instruct each building principal to meet with a committee of teachers appointed by the president of the Association to review annually discipline policy for their particular school and to implement any changes mutually agreed upon.

14.11 Necessary Measures

Teachers shall have the authority to apply restraining measures on a pupil or pupils engaged in actions which might be harmful to teachers or other students, or, when necessary, forcibly to remove a student from class, or any areas of the building in accordance with Commissioner's Regulations and Regent's Regulations which are herein delineated. (The Commissioner's regulations and Regent's regulations are not subject to the grievance procedure.)

19.5 Prohibition of corporal punishment. (a) No teacher, administrator, officer, employee or agent of a school district in this State, or of a board of cooperative educational services in this State, shall use corporal punishment against a pupil.

100.2L (3) Corporal Punishment. (1) The term "corporal punishment", as used in this section shall mean any act of physical force upon a pupil for the purpose of punishing that pupil. Such term, as used in this section shall not mean the use of reasonable physical force for any of the following purposes:

- a) to protect oneself from physical injury;
- b) to protect another pupil or teacher or any other person from physical injury;
- c) to protect the property of the school or of others; or
- d) to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions, powers or duties, if that pupil has refused to comply with a request to refrain from further disruptive acts; provided that alternative procedures and methods not involving the use of physical force cannot reasonably be employed to achieve the purposes set forth in clauses (a) through (d) of this subparagraph.

- (ii) In every school district and supervisory district, the trustee, trustees, board of education or board of cooperative educational services, shall submit a written semiannual report to the

Commissioner of Education, January 15th and July 15th of each year commencing July 1, 1985, setting forth the substance of each complaint about the use of corporal punishment received by the local school authorities during the reporting period, the results of each investigation, and the action, if any, taken by the school authorities in each case.

14.2 Disciplinary Direction

Teachers shall receive instruction and directions relative to student discipline only from professional administrative and supervisory personnel. Only professional administrative and supervisory personnel shall administer student punishment and discipline referred to higher authority by a teacher.

14.3 Disruptive Pupils

14.31 Notification/Pre-Assignment Conference

The District recognizes the importance of notification of teachers regarding students who exhibit special behavior problems which might impair instructional procedures or those who have a prior history of behavior which endangered the safety or welfare of school personnel or other pupils. Administrators will communicate this information and strategies for response as follows:

- A. At the end of each school year, a list of students in this category will be compiled based upon their behavior in that school year.
- B. All teachers and staff will be instructed in prevention and intervention measures during the opening faculty meeting.
- C. A schedule of follow-up meetings with school administrators will be established for faculty and staff members to review the list of students within the first two weeks of school, as described above, and to discuss proactive strategies.
- D. If there is a schedule change during the year for a student so described, or when a student with a known history of these behaviors transfers into the school, a pre-assignment conference with school administrators will be held for the receiving teacher(s). If a previously unknown history of such behaviors becomes known to the building principal, the affected teacher(s) will be informed as soon as possible, generally by the end of the next full school day.

14.32 Report and Referral

Teachers encountering such pupils in their classes are encouraged to make the facts known to the principal at the earliest practical time so that proper referrals can be made for necessary psychological and/or social work assistance, and such assistance shall be furnished as soon as practical. The principal, after referring the case to the Pupil Personnel Service, shall relay to the teacher any progress reports or information received from the Pupil Personnel Service concerning the case.

14.4 Suspension of Pupils

14.41 Teacher Recommendation

When it is the teacher's considered opinion that a pupil be suspended from instruction for reasons of infraction rules, discipline, or serious behavior problems, the teacher shall present in writing to the principal the facts supporting his opinion. In emergency situations, the teacher may present the facts orally to the principal with a follow-up written report within twenty-four hours.

14.42 Reinstatement Conference

Students may be suspended and reinstated in accordance with the New York State Education Law, and the procedures established by the Board of Education. In all cases, pupils suspended from school shall be reinstated to instruction by the principal. Where deemed necessary, a home-school relationship conference shall take place in which the interested teacher shall be involved whenever practical.

Following such conference, the suspending administrator shall forward a letter to the parent or guardian with a copy to the teacher or teachers involved setting forth any terms or conditions attached to such reinstatement.

14.5 Parent Cooperation in Discipline

After notifying the principal involved, teachers have the right, and are encouraged, to enlist the cooperation of parents in handling discipline problems. Teacher may also request attendance at a parent-teacher conference.

15. EVALUATION

15.1 Procedure

15.11 Purpose

It shall be the responsibility of administration and supervisors to evaluate the work of all teachers in conformance with Part 100 of the Commissioner's Regulations and the TOE Agreement. The TOE Agreement shall be revised, if necessary, in accordance with Part 100 of the Commissioner's Regulations.

1. The TOE Agreement is limited to the observation and evaluation of teachers' performance in the classroom. Should the building principal or supervising administrator deem a tenured teacher's teaching performance satisfactory, they can, at some point during the school year, offer a positive letter of evaluation no later than March 31, instead of the procedure of the TOE Agreement. If no deemed positive by the teacher, they can request a formal evaluation. Nothing therein is intended to limit the District's ability to evaluate other aspects of a teacher's service to the District.

2. The parties recognize the Commissioner's Regulations regarding Annual Performance Review (APR), and as such, agree to vest the TOE Committee with the authority to establish appropriate governing plans.

The evaluation of coaches and extra-curricular supervisors is not subject to the TOE Agreement. When coaches and extra-curricular supervisors are evaluated, the forms attached to the Agreement shall be completed by certified administrators and/or the athletic director only.

15.12 Review

Each teacher will receive a duplicate of his evaluation and will initial a copy for the evaluator. Initialing does not necessarily mean agreement with the evaluation. There shall be a review of this evaluation with his immediate supervisor.

15.13 Response

Each teacher shall have the right to have filed with the evaluation in his/her personnel file a letter answering an adverse evaluation. Upon request he/she shall also have the right to have an additional evaluation by administrative or supervisory personnel mutually agreed upon, and to have all evaluations reviewed by the Superintendent, at which time he/she may be accompanied by a teacher representative of his/her choice.

15.14 Open Observation

All observation of the work performance of the teacher will be conducted openly, with the full knowledge of the teacher. Public address systems or other monitoring devices will not be used for evaluation. **The exception to this provision would be that a security camera recording could be used to verify the occurrence for facts in instances of legal action(s) or anticipated legal action(s) taken against the District and/or the teacher by a third party.**

15.2 Probationary Status

15.21 Dismissal/Denial of Tenure

If the Superintendent decided to recommend dismissal of or denial of tenure to a probationary teacher, the Superintendent shall notify the teacher thereof in writing not later than the sixtieth consecutive calendar day preceding the meeting at which the Board will consider that recommendation formally.

15.22 Health Professionals

All health professional positions are non-tenure bearing positions which are governed by applicable provisions of the Civil Service Law. All nurses, COTAs, physical therapists and occupational therapists are to work in accordance with the job description in Appendix I.

15.3 Teacher Discipline

No tenured teacher will be disciplined (i.e., reprimanded, reduced in rank or compensation, suspended or terminated) without good and proper cause. In no case will this be done publicly unless mutually agreed upon between the teacher and the administrator.

15.4 Fair Dismissal

15.41 Schedule of Probationary Teachers

Probationary teachers should have the same opportunity for a balanced schedule as other teachers. Every effort should be made within the boundaries of sound educational judgment and the perceived needs of the District to assign probationary teachers to schedules which are not exceptions to the standard within their tenure area.

15.42 Reasons and Hearing

If a third year teacher is dismissed, reasons must be given, and if the teacher requests a hearing before the Board, the teacher may be represented by whomever he/she chooses from the Association.

15.43 Recourse

A non-probationary teacher has the election to challenge his/her dismissal either through the grievance procedure including arbitration or through the State Education Department.

16. TEACHER PERSONNEL FILE

16.1 Review of Personnel File

Each teacher has the unrestricted right (personal references excepted) upon request, to review his personnel file maintained in the Human Resources Office or individual building in connection with his/her employment. Each teacher shall have the right to be accompanied by a representative of his/her own selection during such review. The teacher shall have the right to reproduce information within his/her file with the exception of confidential references. Except for review by the teacher and/or his/her representatives as above set forth, only those persons with an official legal right and reason for so doing may inspect a teacher's file.

16.2 Obsolete Data

At least every two (2) years, a teacher will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the Human Resources Office and if he/she agrees, they will be destroyed. A disagreement over the questions of obsolescence or inappropriateness will be subject to a hearing by the Superintendent for resolution.

16.3 Anonymous Materials

No anonymous material shall be placed in the teacher's personnel file at any time nor shall any anonymous communications be given any weight for any purpose whatsoever.

16.4 Response to Derogatory Materials

No material derogatory to a teacher's conduct, service, character or personality will be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that he/she has had the opportunity to review the 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 attached to the file copy.

16.5 Parent-Student Complaints

Any authenticated complaints by a student or by parents of a student that are directed toward a teacher shall be promptly called to the teacher's attention. If there is any intent to file such report in the teacher's folder, the teacher shall be afforded an opportunity to reply to the same and no derogatory complaint, letter, report, or other material shall be placed in the teacher's file without the teacher's knowledge and an opportunity to make a written statement of defense to be attached thereto and an opportunity to confront the complainants.

17. SALARY

17.1 Teacher Salary

Except as otherwise required by this Agreement or by law, all teachers, except long-term substitutes, shall be paid under the provisions of the salary schedules contained herein.

17.2 Advancement Through Teacher's Salary Schedule

17.21 Step Movement

All movement shall be automatic on September 1 of each year, subject to the completion of 90 or more days of service in this previous year.

17.22 Course Work

All course work and degree work shall be from an accredited college offering approved and registered programs.

Credited courses must be approved prior to taking and must be distributed among liberal arts, social and behavioral sciences and professional study in education for teachers in early childhood, upper elementary grades and secondary grades. In addition to the above, special teachers must distribute graduate study in courses pertinent to the field of teaching service. (Refer to Section 207 of Education Law, Part 80 Teacher Certificates.)

17.23 Professional and Advancement Approval

All members of the unit may apply for professional advancement on the applicable application and forward directly to the Superintendent for approval. The Superintendent shall review and approve each application on an individual and equitable basis.

If approval is denied, the individual may request a meeting with the Superintendent to discuss the matter. The individual may be accompanied by a representative of the Association if desired by the individual.

17.24 Course and Step Movement

Course Movement and Masters Degree Credit Teachers shall advance across level effective September 1 of each year provided official transcripts are submitted to the Human Resources Office prior to November 1.

Employees who are enrolling in graduate school will be required to complete the Notification of Master's Degree Plan form, attached herein, and have the form reviewed and signed by the employee's academic advisor or dean. This form must also be signed by the employee and returned to the Human Resources Department prior to beginning the graduate school program.

Employees who have already begun a graduate program must complete the Notification of Master's Degree Plan form for those courses they do not currently have approved Graduate Credit Application Request forms for.

The collective bargaining agreement language requiring official transcripts and establishing a deadline of November 1 in each year pursuant to Section 17.24 remains unchanged.

This Notification of Master's Degree Plan is only for those employees who are obtaining a Master's Degree. Employees who already hold a Master's Degree and are completing approved coursework while receiving increases on the salary schedule must still complete the Application for Graduate Course Approval form.

17.25 Longevity Award

In September and February immediately following the completion of their 20, 25 and 30 years of service to the District, teachers will begin receiving an annual longevity award: See Appendix D.

Teachers with an effective date of hire from 9-1 to 1-31 will receive their first longevity in full beginning in September of the school year they finish that milestone. (Example- hire date 11-1-83—on November 1, 2003 the teacher finishes year 20. The next day they begin year 21. They receive longevity in full beginning September 2003)

Teachers with an effective date of hire from 2-1 to 6-30 will receive their first longevity (half) in February of the school year they finish that milestone. All future payments will be in September.

If continuous service is interrupted by leaves of absence without pay, the above provisions could be altered.

17.26 Long-Term Substitutes

All long-term substitutes shall be paid at Step 1 of the BA or MA salary schedule (as applicable) for the entire period of their service in that capacity.

17.27 Attendance Award:

A. Employees will be eligible for the following attendance incentive. This is based on no or minimal use of sick time for personal/family illness during a school year. Use of bereavement days for immediate family as defined in #9.11, association days, workers' compensation and personal days do not apply when calculating sick leave award.

- 0 days of sick leave used in a school year = \$ 600
- 1 day of sick leave used in a school year = \$ 400
- 2 days of sick leave used in a school year = \$ 200
- 3 days of sick leave used in a school year = \$ 100

B. Unused personal days may be sold back to the District at the rate of \$85 per day. A maximum of 2 days may be sold back. The employee must submit in writing to the District payroll office by June 1 their intent to sell back days and include the number of days.

C. Payment. Payment for accumulating sick days (part A) and unused personal days (part B) will be paid to the employee by August 30th of each year.

17.3 Paychecks

Teachers shall receive their teaching salaries in a separate and distinct paycheck. Included with a paycheck in October will be a statement of accumulated sick leave.

Teacher's earnings other than their teaching salaries, shall be paid for the additional duties detailed on a separate pay stub line in equally prorated blocks, commencing on the first pay date of the month and being evenly dispersed over the time period the duty is to be performed. (Coaching, extra classroom activities, etc.) Except that such salaries less than \$800. shall be paid in lump sums consistent with the past practice.

All teacher paychecks will be paid electronically to the financial institution of the unit member's choice.

Teachers have the option to voluntarily contribute via payroll deduction for NYSUT political action reasons. Deductions to be taken over a ten pay period timeline.

17.4 Pay Periods

Teachers will have the choice of being paid in 22 installments during the 10-month period, or 1/26 of salary for each of 21 pay periods and a check equal to 5/26 of the annual salary on the final check of the school year.

Present teachers are to make requests before June 30 of each school year. New teachers will make their choice at the time they are employed. All changes are to be made before August 15 so that payroll records may be set up. Additional changes are not to be made during the school year.

17.5 Differentials

17.51 Special education, Speech and Reading Teacher Differential

Special education, speech and reading teachers with provisional or permanent certification hired prior to June 30, 1975 will be paid an annual differential of \$728 above the salary to which they would normally be entitled.

17.52 Existing Salary Differential Guaranteed

Under no circumstances will the salary differential being paid for any regular or extra-classroom duty be reduced below present levels, even though the same is not specifically mentioned in this Agreement.

17.53 Department Chairpeople

Department chairpersons shall receive a differential per year, plus a set amount per teacher (FTE) in their department per Appendix D. For the purpose of this calculation, each non-departmental teacher in grades K-6 shall count as one-fifth (1/5) FTE.

Department chairpersons are also entitled to the maximum travel allowance listed in Appendix D as per section #6.32 of this agreement.

Additionally, Department Chairpersons should be paid at the appropriate rate listed in Appendix D for curriculum and instructional development during the summer period as described in section #17.10 of this agreement.

They shall be paid 1/200th of their salary per day worked during the summer period for orchestrating special projects and/or workshops as directed by the administration with prior Superintendent's approval.

Department Chairpersons shall teach a minimum of 40% of the regular assigned yearly load. They shall not be assigned extra duties (i.e. study hall, homeroom, cafeteria, etc.) They shall work under the job description which appears in Appendix H.

17.54 School Psychologists

School Psychologists hired before June 30, 2000 shall receive an annual differential of \$4,852 above the salary to which they would normally be entitled.

17.6 Extra-Classroom Duty Pay

17.61 Compensation

Except as otherwise herein provided, teachers shall not be required to perform after-school services beyond their normal teaching load.

17.62 First Preference – Coaching and Extracurricular Positions

Since each coaching and extra-curricular position is assigned annually, all individuals supervising any paid activity (including coaching) during any school year will have first preference in supervising such activity each following year unless their performance has been judged by the principal or supervisor to have been unsatisfactory or not to be in the best interest of the school system.

In the event of a contemplated change, written notice thereof will be given by the last day of school.

When an extra curricular vacancy exists, of the eligible applicants who are certified and deemed qualified pursuant to Article 8.2 of the negotiated agreement by the appropriate administrator, members of the bargaining unit will be given preference over other candidates.

The district has the obligation to explain the rationale for exclusion of a bargaining unit member.

Positions will be posted only when a vacancy exists. Hiring for coaching positions will be done in accordance with Commissioners Regulations 135.4 (see Appendix I)

17.63 Coaching and Extracurricular Evaluations

A. The Athletic Director or other administrator will observe each coach at least one time per season at either a practice or a competition.

B. If a coach is deemed not to be meeting the district's expectations, the administrator will include in the season-ending evaluation a sentence similar to the following sentence:

"Your coaching performance does not meet the expectations and/or standards of the Jamestown Public Schools."

The preceding sentence or one like it is meant as a warning that the coach must take action to improve his/her performance or be in jeopardy of losing the coaching position following the next season.

C. If an occurrence occurs that is egregious in nature then management reserves its right to dismiss the coach at its will.

17.7 Schedules for Special Services

Salaries are to be granted on a separate contract for additional work on an annual basis. The basic contract of these will be for 10 months. The service must be performed after school and in addition to a full, regular teaching assignment.

Special Coaching/Marching Band Salary Schedule - Appendix E,F

Other Services Beyond Classroom Assignment - Appendix D, E, F

Service for pool supervisors for recreation, instruction in swimming extra hours, and special after school activities, with prior approval by the Superintendent, shall be compensated at the rate specified in Appendix D.

17.8 Home Teaching Schedule

The District shall utilize the following hierarchy when filling Home Teaching positions from a list which it shall establish and maintain on an on-going basis. (Individuals shall have the obligation to make their interests known to the district prior to establishing their eligibility for consideration for Home Teaching positions.)

1. Individual on Jamestown preferred teaching list.
2. Current full-time or part-time staff.
3. Non-Bargaining unit members.

4. Notwithstanding the above list, the District may enter into contract with outside agencies to provide services for individuals on suspension. Every effort shall be made to insure the interests of individuals in categories 1 and 2 when establishing a relationship with an agency.

Home Teachers shall be compensated in the following manner:

1. Individuals in categories 1 and 2 shall receive the negotiated hourly amount.
2. Individuals/agencies in categories 3 & 4 shall receive an amount established by the Board of Education.

17.9 Proctoring Special Examinations

Preliminary Scholastic Aptitude Tests rates shall be set at the rate established in Appendix D per test.

17.10 Curriculum and Instructional Development

During the school year, it is the professional responsibility of employees to assist in the development of curriculum (including but not limited to research, evaluation, material development, etc.), such activities to be conducted at responsible and convenient times.

During the summer period (July 1 to August 31) where the employees are assigned by Administration to train to utilize instructional materials, curriculum, and instructional programs prepared by others, and to develop the implementation of these instructional materials, curriculum and instructional programs at a given school, the individual shall be paid at the rate listed in Appendix D.

17.11 Salary of Temporary Appointments

Any temporary appointments for twenty (20) school days or more, to any and all promotional positions will receive the beginning salary normally paid for such positions.

18. INSURANCE AND ANNUITIES

18.1 Medical Insurance Agreement

A. Hospitalization and surgical benefits along with major medical insurance (with a deductible of \$200/\$400) will be provided through the Chautauqua County School Districts' Medical Health Plan dated 2001. Dental coverage will be covered commencing July 1, 2008 through the Chautauqua County School District Consortium.

B. The District will only offer the medical plans available through the Chautauqua County School Districts Medical Health Plan.

C. **Contribution Rates:** The percentage contribution rates for monthly premiums shall be as follows:

Family: District 85%, employee 15%

Single: ~~District 94%, employee 6%~~

These percentages are in effect July 1, 2008 through June 30, 2011. Beginning with school year 2011-2012, the percentage contribution rates for monthly premiums shall be as follows:

Family: District 84%, employee 16%

Single: District 92%, employee 8%.

D. All bargaining unit members are eligible for health benefits coverage under this Agreement. However, the above schedule of premium payments is applicable only to full-time teachers. For part-time teachers (i.e., those working less than the equivalent of six (6) student supervision periods per day) hired prior to January 1, 1995, the District shall make a monthly premium contribution on a pro-rated basis consistent with the teacher's salary. Part-time teachers hired on or after January 1, 1995 shall not be eligible for a District contribution to insurance premiums (except for kindergarten teachers teaching half-time).

E. Dental Insurance costs will be paid in full by the employees.

F. **Married Buy-Out Clause:** Any teacher receiving health insurance benefits on April 1, 1997 or any teacher who first becomes eligible to receive such benefits after that date, may submit to the District written notice that the teacher wishes to withdraw from the health insurance plan effective on July 1 of any fiscal year. A teacher who submits such a notification and who remains out of the insured group for the entire school year shall receive prior to June 30 of the fiscal year a payment of \$1,000 if the teacher previously had family or two-person coverage or \$500 if the teacher previously had single coverage. In order to receive the payment, the teacher must remain out of the plan for the entire year and must not be covered under any health benefits plan paid for by the District. The teacher must, however, annually submit evidence of alternative coverage by means of certificate of coverage or active enrollment card. Teachers shall be eligible to return to the plan during the course of the school year only upon a showing of a loss of alternative health insurance coverage, in which even the teacher may re-apply for admission into the District's health plan. However, re-entry into the plan at any time shall be governed by the determination of the carrier, and may subject the teacher to restrictions(s) on coverage for pre-existing conditions.

G. Release Time for Breast and Prostate Screening

1) When registering a leave of absence from his or her duties for the purpose of undertaking a screening for breast cancer or prostate cancer, members of the JTA will register a 1/2 of a sick day either by calling the AESOP system or by registering the absence online. The duration of the absence will not exceed 4 (four) hours.

2) Upon return from the screening, members of the JTA will provide the District's Human Resources Department a medical notice of proof that a screening was performed within five (5) school days following the date of the absence.

3) Following the submission of the medical notice of proof that a screening was performed, the ½ sick day will be restored to the total allotment of the member.

4) Prostate/Breast Screening Form -- found in Form Section.

H. The District shall assume 100% of the costs for the term life insurance (\$40,000)

I. All benefits shall be in accordance with the District Plan Document.

J. Critical Illness Insurance

1) The employee may, at the employee's expense, purchase critical illness insurance with limitations as established by the insurance carrier.

2) The District shall facilitate the enrollment for those employees interested in participating in this insurance offering by holding an open enrollment period and by allowing the employees' payment of premiums made through payroll deduction.

3) The employee may, at the employee's expense, purchase critical illness insurance for the employee's spouse in amounts and within the limitations as established by the insurance carrier.

4) All critical illness insurance purchases will be on an after tax basis.

5) In offering the ability to obtain critical illness insurance, the District does not guarantee any time periods of coverage, payouts by the insurance company, or rates.

The District will distribute booklets summarizing the benefits to all eligible employees.

Teachers may use their insurance card or a letter from the Human Resources Office for admission to all sports activities and other non-fund raising events in the school district.

18.11 Section 125 Plan

(Internal Revenue Code of 1986, hereinafter referred to as the Plan) shall be established by the District to be effective upon acceptance of the plan document by the District.

A. Teachers may utilize the plan in accordance with the IRS rules for:

1. Accident and health plans including medical insurance, medical reimbursement, disability insurance, etc.
2. Group Term Life Insurance
3. Dependent Care Assistance

B. The plan year shall be from September 1 through August 31 of the succeeding year.

C. The District shall assume the administrative cost of the Plan. If and when the administrative costs for the Plan equals or exceeds \$37 per employee for the plan year, the District's contribution to the Plan shall be decreased by \$25 per teacher.

D. The District shall contribute \$450 to the Plan for each full-time, full school year employee*:

In year 2011-12, the District shall contribute \$525 to the Plan for each full-time, full school year employee.*

* The District shall contribute on a pro rata basis for part-time teachers and/or teachers employed less than ten (10) months.

Effective July 1, 1986, all part-time teachers (i.e. Those working less than the equivalent of six (6) student supervision periods per day) and/or teachers employed less than ten (10) months shall be eligible for a pro rata contribution from the District. Part-time teachers hired after January 1, 1995, shall not be eligible for flex plan benefits except kindergarten teachers teaching half time. All part-time teachers working prior to January 1, 1995, shall continue to be eligible for such benefits as specified above.

18.12 Supplemental Life Insurance

The employee may, at the employee's expense, purchase additional life insurance in amounts and with limitations as established by the life insurance carrier. The employee's ability to purchase additional life insurance does not impact on the Section 18.10H provision requiring the District to pay for \$40,000 in life insurance.

The employee may, at the employee's expense, purchase life insurance for the employee's spouse and child or children in amounts and with limitations as established by the life insurance carrier.

All supplemental life insurance purchases will be on an after tax basis.

18.2 Payroll Deduction for Group-Life Insurance

The Board agrees to make appropriate arrangements, in cooperation with the Association negotiating unit, for the deduction from the salary of any member of the Association voluntarily applying for the NEA Life Insurance Program.

18.3 Tax Sheltered Annuity Program

The existing arrangements for payroll deduction from the wages of each teacher for tax shelter annuities will be continued provided that teachers enroll only in a program accepted by the Board.

Section 19 Terminal Leave

This article 19 applies only to teachers who, on October 21, 1988, were either on the District's active payroll or who were on unpaid leave of absence, and who meet the eligibility requirements of 19.1 of this agreement.

19.1 Requirements to Receive Terminal Leave Payments

Any teacher employed on a 10-month per year basis who gives written notice to the Superintendent:

- 1) Thirteen months ahead of such teacher's proposed retirement date, their notice of CONSIDERATION to retire with the proposed effective date of retirement, and
- 2) Six months ahead of such teacher's actual retirement date, their DECISION to retire with the actual date of retirement, shall be paid subsequent to said year of retirement any sums which may be due the teacher pursuant to Section 19.2 of this agreement. (Example: If a teacher is retiring June of 2009, CONSIDERATION must be provided by May 31, 2008, and DECISION must be provided by December 31, 2008). The teacher's decision shall be presented to the Board at its next regularly scheduled meeting.

All retiring teachers subject to terminal leave, shall have said incentive paid into the Districts 403(b) governmental discriminatory plan. Such contributions will be paid as unearned income into the teacher's selected 403(b) discriminatory plan.

PAYMENT: Terminal leave benefit calculation is the teacher's number of "frozen" terminal leave days divided by 225 days time \$28,500 with a maximum benefit of \$28,500. Payment into the discriminatory fund shall occur between July 1st and September 30th after the teacher's retirement date.

19.2 Computing Terminal Leave Payment

If a teacher has 225 days or more of "frozen" terminal leave days accumulated as of the date of the teacher's retirement, the sum due to the teacher shall be \$28,500. If a teacher has less than 225 days of "frozen" terminal leave days accumulated as of the date of the teacher's retirement, a percentage ("frozen" terminal leave days accumulated divided by 225) of \$28,500 shall be due the teacher. For retirements effective after June 30, 1999, the maximum accumulation of terminal leave days for the calculation of the terminal leave payment shall be fixed for each teacher by the number of accumulated terminal leave days each has as of June 30, 1999, if a teacher retires after that date, the teacher's terminal leave payment shall be calculated based on the balance of terminal leave days accumulated on that date of the teacher's retirement or on June 30, 1999, whichever is less.

For clarification purposes, each school year seventeen (17) sick leave days are added to both accumulated sick leave and terminal leave balances. Sick leave days used throughout the school year are deducted from both the accumulated sick leave balance and terminal leave balance. If less than 17 days are used during the year, the terminal leave balance will remain "frozen" at the June 30, 1999 level. If more than seventeen (17) days are used during the school year, the terminal leave balance will reduce by the number of sick days used above seventeen (17) days. In the following school year, the new allocation of 17 days will be added which may restore all or a portion of the terminal leave days used. Effective each June 30th, the terminal leave days cannot exceed the amount "frozen"

as of June 30, 1999. This section pertains to terminal leave accumulation, sick leave accumulation is detailed under Section 9.

For the 1998-99 school year and all school years thereafter, the contract limit shall be \$28,500.

19.3 Future Negotiations Concerning Terminal Leave

Unless the Association and the District both agree in writing, terminal leave shall not be a subject of negotiations until the parties are negotiating contract provisions to be effective after June 30, 2009.

19.4 Special Exceptions

If in the final year of employment, if a terminal leave eligible teacher suffers a catastrophic event and if said catastrophic event results in excessive absences by the teacher which in turn results in a reduction in the amount of terminal leave benefit that the teacher would otherwise have received, then at the sole discretion of the Superintendent of Schools, an exception to the regular terminal leave calculation may be considered for said individual. Special exceptions will not be subject to the grievance procedure nor will any instance be considered "precedent setting".

20. SHARED DECISION MAKING

20.1 The Association will use its best efforts to secure teacher volunteers to serve on the shared decision making committees of the District established pursuant to the Regulation of the Commissioner of Education, and such teacher volunteers will be approved by the Association President; provided that if the Association does not secure a volunteer for a committee position, the District may request a teacher to serve on the committee, and that teacher shall be subject to approval by the Association President. Approval of committee members by the Association President will not be unreasonably withheld.

20.2 Shared Decision Making plans which require a latitude which exceeds the parameters of the negotiated agreement must first obtain a waiver of the Contract from the Association and the District prior to implementation of said plan. Waivers must be reviewed for renewal on an annual basis.

20.3 Waivers from the contract for Shared projects shall be valid for one school year and shall apply to one site without precedence.

20.4 The SDM model is named the Student Achievement Improvement Process and includes setting of goals, establishing critical indicators of students' progress, analyzing student and pedagogical data, go forward plans, action plans, marking period reports, and the documentation thereof. The following items have been agreed to so that the SDM model is implemented;

All Association leadership will fully cooperate and collaborate among themselves and with respective administrators to accomplish the objectives of the SDM model.

The Association leadership also agree to give the District complete flexibility at three (3) faculty meetings or three (3) elementary grade level meetings or three (3) team planning meetings or three (3) department meetings to carry out the analysis of student achievement data and related SDM model initiatives. Additional meetings may be necessary in a school of need and these will be jointly scheduled between the Association building representatives and their respective principals.

The Association leadership agrees to cooperate, encourage membership on a rotating basis, and collaborate in good faith to ensure that a Shared Decision Making Team be established that is practicing the Student Achievement Improvement Process (SAIP) at Jamestown High School.

21. MENTOR TEACHER

21.1 The District shall create a position of Mentor-Teacher in each Discipline/Grade level on an as-needed basis. A Mentor-Teacher will assist a probationary and/or teachers in need of formative assistance in developing sound pedagogical skills.

21.2 A teacher volunteer selected by the group to serve as a Mentor-Teacher may be provided release time from normal instructional duties as determined by the Superintendent.

21.3 The observations and/or critiques of the Mentor-Teacher shall be strictly confidential between the Mentor and Mentee.

21.4 The Mentor-Teacher shall not contribute to nor participate in any summative evaluation. They shall not participate in any proceedings dealing with the competence of their Mentee which might require that the Mentor disclose observations or opinions which were formed during the Mentor-Mentee relationship.

21.5 The Superintendent shall select Mentor-Teachers after consultation with the Association President.

JAMESTOWN TEACHERS' ASSOCIATION

by:

President

Date

JAMESTOWN BOARD OF EDUCATION

by:

Superintendent of Schools

Date

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Board Agenda Copies	3	Differential for Guidance Counselors	32	Grievance Procedure	5
Board Minute Copies	3	Differentials	32	Grievance Release Time	7
Board Policies & Rules	3	Differentials for Chairpersons	33	Grievance Time Limits	7
Bomb Threat Procedure	27	Differentials for Reading Teachers	32	Guidance Counselor Differential	32
Budgetary Information	3	Differentials for School Psychologists	33	Guidance Counselors	24
Building Evacuation	28	Differentials for Special Education	32	Harassment	27
Building Representatives	1	Differentials for Speech Teachers	32	Health Insurance	34
Building Search	27	Disciplinary Direction	28	Health Insurance Buyout	35
Building Use	2	Discipline of Students	28	Health Insurance Eligibility	35
Bulletin Board Use	2	Discipline of Teachers	30	Health Insurance Options	37
Buyout of Health Insurance	35	Discipline, Parent Cooperation	28	Health Insurance Waiver	37
Calendar, School	22	Dismissal	30	Health Professional Tenure	30
Calling in procedure	15	Dismissal Challenge	30	Home Teaching	34
Capacity, Classroom	20	Dismissal of Third Year Teacher	30	Hours of Work	25
Certification of Dues	2	Disruptive Pupils	28	Incident Investigation	28
Chairperson Differentials	33	Distribution of Supplies	9	Incident Reporting	28
Challenge of Dismissal	30	Doctor's Excuse	16	Individual Freedom	9
Change in Employment Status	11	Driver Education Class Size	19	Initial Placement	10
Changes in Curriculum	5	Dues Deduction	2	Innovation and Experimentation	5
Child Rearing Leave	17	Duration of Agreement	3	Inservice Days	23
Class Size, Driver Education	16	Duty Pay, Extra Classroom	33	Instructional Development	5
Class Size Exceptions	20	Duty-Free Period	21		

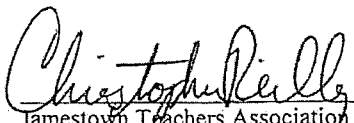
Instructional Development	34	Participation During School Day	7	School Calendar	22
Insurance against Prosecution	27	Participation in Training Sessions	34	School Closings	25
Insurance, Medical	34	Participation in Workshops	34	School Day Participation	7
Insurance, Life	35	Pay Differentials	32	School Facilities	9
Interschool Mail	2	Pay during Vacations	32	School Psychologist Differential	33
Investigation of Incidents	27	Pay for Extra Classroom Duty	33	School Year	22
Involuntary Transfer	12	Pay Periods	32	Scoring	26
Job Posting	12	Paychecks	32	Search within Building	27
Leave for Association Officers	16	Payment in lieu of Health Insurance	37	Section 125 Plan	35
Leave of Absence	16	Peace Corps	16	Seniority	11
Leave without Pay	19	Periods of Teaching	21	Seniority List	11
Legal Days	15	Personal Allowance	15	Service, Academic Intervention	26
Legal Options/Actions	27	Personal Days	15	Shared Decision Making	37
Liability Insurance	27	Personnel File	30	Short Term Absence	15
Liaison Agenda	4	Petty Cash	9	Sick Leave	14
Liaison Meetings	4	Physical Education Classes	20	Sick Leave Bank	14
Library Classes	20	Placement, Salary	31	Sick Leave Excuse	14
Life Insurance	35	Posting	12	Sick Leave, Extended	14
Life Insurance, NEA	36	Pre-assignment Conference	28	Sign In/Sign Out Procedure	24
Life Insurance, Supplemental	35	Preference for Extra Duties	33	Special Assignment	1
Limits for Preparation	21	Preparation Limits	21	Special Education Differentials	32
Limits to Work Day	24	Preparation Scheduling	21	Special Meetings	4
Liaison Composition	5	Preparation Time	20	Special Services Schedules	33
Liaison Purpose	4	Prior Service Credit	10	Specialists	20
List by Seniority	11	Probationary Status	30	Specialized Classes	20
List of Teachers	10	Probationary Status	15	Speech Teacher Differentials	32
Load Limits	20	Probationary Teacher Schedules	30	Staff Orientation	10
Long Term Substitute Benefits	1	Problems with Students	28	Standardized Testing	26
Long Term Substitute Salary	32	Procedure for Bomb Threat	27	Step Movement	32
Long Term Substitutes	1	Proctoring Special Examinations	34	Student Discipline	28
Longevity Award	32	Professional Advancement	31	Student Load Limits	19
Lunch Period	25	Professional Development	7	Substitutes	16
Mail Boxes	2	Professional Development Days	23	Substituting while on Leave	17
Maintenance of Credit	11	Professional Development Plan	7	Summary Plan Document	
Make Up Time	25	Professional Leave	16	Summer Assignments	34
Management Rights	3	Professional Responsibilities	24	Summer School	13
Materials and Supplies	9	Prosecution Insurance	27	Summer School Appointments	13
Mediation	6	Public Leave of Absence	17	Superintendent	1
Medical Insurance Agreement	34	Pupil Suspension	29	Supplemental Life Insurance	36
Medical Insurance Options	34	Pupil Transportation	26	Supplemental Sick Leave	14
Meetings	4	Reading Teacher Differentials	32	Supplements to Salary	33
Meetings, After School	25	Recall	11	Supplies and Materials	9
Meetings, Department	25	Recognition	1	Supply Distribution	9
Meetings, Grade Level	21	Recommendation for Suspension	29	Supply Requests	9
Meetings, Special	4	Reemployment of Teachers	11	Suspension of Pupils	29
Members	1	Referral of Disruptive Pupils	28	Tax Sheltered Annuity	36
Mentor Teacher	38	Registers	26	Teacher Assignment	11

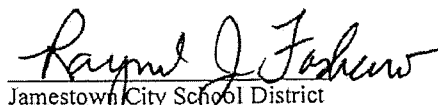
Military Credit	11	Reinstatement Conference	29	Teacher Discipline	30
Military Days	15	Release Time for Grievance	7	Teacher Evaluation	29
Military Leave	16	Release Time for President	3	Teacher Exchange	13
Movement on Steps	32	Remove Material from Personnel File	31	Teacher Lists	10
Music Classes	20	Repair of Facilities	9	Teacher Mentor	37
Music Overload Pay	19	Reprisals	2	Teacher Personnel File	31
Music Teacher Schedule	20	Request for Personal Day	15	Teacher Presence	21
NEA Life Insurance	36	Request for Supplies	9	Teacher Protection	27
Necessary Measures	28	Restraining Students	28	Teacher Recruitment	10
Negotiating Unit	1	Restrictions on Personal Days	15	Teacher Reemployment	11
Negotiations	4	Review of Personnel File	31	Teacher Salary	31
New Positions	10	Rights of Transferred Teachers	13	Teacher-Administrative Liaison	4
Non-Professional Assignments	25	Sabbatical Leave	17	Teacher-Principal Liaison	4
Notice of Assignment	11	Sabbatical Salary	18	Teachers	1
Notice to District	15	Salary	31	Teaching Loads	19
Notification of Disruptive Pupils	28	Salary Placement	11	Teaching Periods	21
Number of Paychecks	32	Salary Supplements	33	Team Populations	19
Obsolete Data in Personnel File	31	Salary while on Sabbatical	18	Temporary Appointments	19
Options for Health Insurance	34	Save Harmless	27	Tentative appointment to Summer Schl	34
Orientation Days	22	Saving Clause	3	Tenure Denial	13
Orientation of Staff	10	Schedule Flexibility	25	Term Life Insurance	30
Overload Pay for Music	19	Schedule for Music Teachers	22	Terminal Leave	36
Paid Leave	18	Schedule for Probationary Teachers	30	Termination of Probationary Teacher	30
Parent Conferences	23	Schedules for Special Services	33	Third Year Teacher Dismissal	30
Parent Cooperation	29	Scheduling of Preparation	20	Time after Faculty Meetings	4

Time for Preparation	20	
Time Limits for Grievance	7	
TOE Agreement	29	
Total Work Day	25	
Training Session Participation		
Transfer and Assignment	11	
Transferred Teacher Rights	13	
Transportation of Pupils	26	
Travel Allowance	10	
Traveling Teachers	10	
TSA	36	
Unit members	1	
Unpaid Leave	18	
Use of Buildings	2	
Use of Bulletin Boards	2	
Use of Equipment	3	
Use of Interschool Mail	2	
Vacancy Announcement	12	
Vacancy Filling	13	
Visitation Days	15	
Voluntary Exchange	13	
Voluntary Program Assignment	25	
Voluntary Transfer	25	
Work Day	25	
Work Day Limits	24	
Workshop Participation	34	
Year, School		

Teachers Retirement Incentive
2008 - 2011

- 1) This retirement incentive agreement is entered into by and between the Jamestown City School District (District) and the Jamestown Teachers Association (Association).
- 2) The terms of this retirement incentive agreement are applicable to all Association members who are employed by the District on February 14, 2008.
- 3) In order to qualify for this retirement incentive, a teacher (a) must hold a full time position, (b) be tenured, (c) be in active service or on an approved leave of absence under the terms of the Collective Negotiations Agreement at the time that the letter of retirement is submitted and remain in either such status through the effective date of the retirement, and (d) actually retire in accordance with the terms of this Agreement.
- 4) Retirement incentive is for teachers that are 55 or more years of age on their retirement date and who have actively served the District as a full time teacher for a minimum of fifteen years and who qualify under their retirement tier of service without a significant reduction in benefits (20 years of service for tier 1 and 2; 30 years of service for tier 3 and 4). However, Association members that are eligible to retire in June 2008 may participate in this incentive without consideration to the fifteen years of service to the District.
- 5) Any teacher that elects to participate in the retirement incentive must submit, to the District, an irrevocable letter of resignation for retirement purposes (attached form) effective on the date after the last day of teacher service for the 2007-08 school year or effective any date during the 2008-11 school years. Decision of retirement notice (attached form) must be received by the Human Resource Office by March 1, 2008 for any teacher electing to retire under this incentive effective June 27, 2008. Teachers already retiring in June 2008 under the previous incentive offering \$3,500 per year towards health insurance will receive the greater amount of \$3,750 as per this agreement. Teachers electing to retire in June of years 2009, 2010, or 2011 must submit the attached decision to retire form twelve months prior to their retirement date. Election to participate in this incentive requires member to retire in the first year of eligibility as per conditions stated in #4 above.
- 6) District will pay the lesser of \$3,750 per year towards District provided health insurance or the actual cost of the individuals District provided health insurance premium. The benefit of this retirement incentive will last from the date of retirement through obtaining the age of 65. Health insurance option will remain in force as the member currently subscribes, i.e. family/single plan under traditional County Healthcare or family, two person, single coverage under County POS or PPO. Should an employee retire under this incentive package, his/her health insurance package cannot change to another plan of more cost without a change in family status. Should a retiree encounter a change of family status justifying reduced coverage (i.e. family policy to single policy) then the retirees policy will be adjusted accordingly. Should the retiree pass away prior to becoming Medicare eligible, all District paid health insurance shall cease and COBRA law benefits will be offered. After obtaining the age of 65, all health insurance paid by the District shall cease. The retiree may continue to receive health insurance benefits through the Districts plan for eligible dependants with 100% of the premium cost paid by the retiree.
- 7) Terminal leave benefits as calculated per the existing District and Association contract for employees electing to participate in this retirement incentive will be paid between July 1 and September 30 following the effective retirement date. All terminal leave funds will be issued via an IRS 403-b discriminatory contribution.
- 8) This agreement shall continue only through June 30, 2011 and shall fully expire at midnight on that date. The parties further agree that the failure or refusal of the District to continue any provision of the Agreement beyond that date will not constitute an improper practice pursuant to Section 209-a(1)(e) or any other provision of Article 14 of the New York State Civil Service Law and therefore the Association agrees that it will not file or pursue an improper practice charge before the New York State Public Employment Relations Board, or any other form of claim in any form, which alleges that the District's failure or refusal to continue any provision of the Agreement beyond June 30, 2011 violates that law.


Christopher Keilly
Jamestown Teachers Association
February 14, 2008


Raymond J. Fashew
Jamestown City School District
February 14, 2008

Decision of Retirement Notice for Jamestown Teachers Association

I, _____, am electing to retire under the terms of the Teachers Retirement Incentive Agreement dated February 14, 2008 which provides a maximum of \$3,750 per year towards District provided health insurance. I fully understand the provisions of this incentive agreement and agree to the terms and conditions.

I will be retiring from service from the Jamestown City School District effective _____.

My current health insurance is provided through:

Traditional County Healthcare

County PPO

County POS

My current level of participation is:

Single

Two Person

Family

Name _____

Address _____

Phone _____

Date of Birth _____

Signature _____ Date _____

(Please notify the District of any change in family status or change of address.)
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Received at Human Resource Office on _____

Approved by Board of Education on _____