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

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TA/5860

**AGREEMENT**  
**BETWEEN THE**  
**ONTEORA CENTRAL SCHOOL DISTRICT**  
**BOARD OF EDUCATION**  
**AND THE**  
**ONTEORA TEACHERS ASSOCIATION**  
**JULY 1, 2012 - JUNE 30, 2015**

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## ARTICLE I

### Recognition

Resolved that the Onteora Board of Education has recognized the Onteora Teachers Association for the purposes of collective negotiations as the exclusive bargaining agent for all regular teaching personnel including school psychologists, school social workers, occupational and physical therapists and nurses, excluding school administrators, the Superintendent of Schools, Assistant Superintendents, Principals, and Assistant Principals. Regular teachers shall be defined as all teaching personnel except per diem substitutes.

## ARTICLE II

### Negotiations Procedures

This Agreement will be automatically renewed on an annual basis after the expiration date hereof, unless either party to this Agreement notifies the other in writing of its intention to modify or amend such Agreement no later than December 1 prior to the expiration date or annual renewal date thereafter. Any and all such amendments or modifications by either party must be presented in writing to the other party at a meeting to be held before February 1. Negotiations will begin promptly thereafter.

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party and each party may select its representative from within or outside the school district. The parties mutually pledge that their representative will be clothed with all necessary power to make proposals, consider proposals and reach compromises in the course of negotiations.

The District shall make available, upon reasonable request of the Association, non-confidential or publicly available information pertinent to the negotiation or administration of this Agreement. The Association shall reimburse the District the costs of expenses incurred. The Association shall share with the District information it may access through New York State United Teachers that is relevant to negotiations.

## ARTICLE III

### Grievance Procedure

- A. A grievance shall mean a complaint by an employee in the bargaining unit that:
1. There has been a misapplication, misinterpretation, or a violation of this Agreement.

2. There has been a violation, misapplication or misinterpretation of, or inequitable treatment under established past practice, policy or rules and regulations of the Board of Education affecting the terms and conditions of employment of members of the bargaining unit.

As used in this article, the term employee shall mean:

- (a) An individual employee, or
- (b) A group of employees, or
- (c) The Association.

B. Steps

Step 1: The employee shall discuss the matter with the employee's principal. The employee may be represented by a representative of the Association. The principal shall give the employee a written answer within four (4) school days. A copy of the answer shall be given to the Association.

Step 2: If the grievance is not resolved at Step 1, the employee, through the employee's Association representative, may, within five (5) school days submit the grievance, in writing, to the Superintendent or his/her designee. The Superintendent or his/her designee shall set up a conference to be held within ten (10) school days of the submission of the grievance. The employee and/or the employee's representative shall be present at the conference to meet with the Superintendent or his/her designee to discuss the grievance in an attempt to resolve it. The Superintendent or his/her designee shall furnish the employee and the Association with a decision, in writing, within ten (10) school days of the conference.

Step 3: In the event that the preceding steps have failed to resolve the dispute, the Association may submit the grievance to arbitration by filing with the Superintendent or his/her designee a written notice of intent to arbitrate at any time within ten (10) school days from the time a decision is rendered at the Superintendent's level at Step 2 above, or failing a written response from the Superintendent or his/her designee, within ten (10) school days from the time the decision was due. Both the Board of Education and the Association shall have the right to request a hearing of the grievance prior to arbitration. Request for such hearings shall be made in writing within five (5) school days after the intent to arbitrate is filed. Such hearing shall be held with the Board of Education or subcommittee thereof in executive session within fifteen (15) school days from the date of the request for Board Hearing. The Board shall reserve the right to waive such hearing. In the event the Board exercises its right to waive such hearing, the Association shall have the right to proceed immediately to arbitration as provided for in Step 4 below. In the event that no such request is made, the





grievance will proceed immediately to arbitration as provided in Step 4 below. Should a Board level hearing be elected, the Board of Education shall render its decision within five (5) school days of the hearing.

Step 4: Mr. Martin Scheinman shall be the sole arbitrator except in cases where he either declines to hear a matter or is unavailable. In the event that the contract arbitrator declines or is unavailable to hear a dispute, the parties shall have five (5) days within which to agree upon an alternate arbitrator. If no such agreement can be made, the matter shall be referred to the American Arbitration Association for designation. In either case, the Voluntary Labor Arbitration Rules of the American Arbitration Association shall be used.

C. Time Limits

1. A grievance shall be submitted at the first applicable step of the grievance procedure as outlined herein within thirty (30) school days of the date upon which the aggrieved party is aware of the alleged grievance or shall be deemed to be waived, null and void, and shall not be further processed.
2. Since it is important to good relationships that the grievance be processed as rapidly as possible, the number of days at each stage should be considered a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and to the Association within the specified time limits shall permit the lodging of an appeal at the next stage of the procedure within the time allotted, communicated by the final day.
4. In the event a grievance is filed at such time that it cannot be processed through all stages in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

D. Basic Principles

1. If, in the judgment of the Association, a grievance affects any group within the professional staff, the Association may submit such grievance in writing to the Superintendent of Schools or his/her designee directly, and process such grievance through levels two, three, and four of the grievance procedure.
2. Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the

Superintendent or his/her designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
4. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District or any member of the administration against the aggrieved party, any party of interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
5. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.

E. General-Arbitration

1. The arbitration hearing shall be held in the District Offices in the Ontario Central School District. The arbitrator shall hear and decide the case or cases that are brought to arbitration.
2. The arbitrator shall have the power to make awards, or to fix back pay and other compensations. The decision and award of the arbitrator shall be final and binding.
3. All fees and expenses of the American Arbitration Association and the arbitrator shall be shared equally by the District and the Association.

ARTICLE IV

Teacher Hours and Teacher Load

A. Workday

The teaching day shall in no instance exceed seven (7) consecutive hours, such seven-hour period to include at least thirty (30) minutes of duty-free lunch.

The teaching staff may change the length of class periods, the start and ending times of the school day, plan collaboratively and change the school calendar, as necessary, to enhance educational opportunity and any change in the above requires advance approval of the "Building Level Team," established by CR 100.11.

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B. Work Year

1. The teacher work year shall be 182 days which shall include both student attendance and staff development days. In any year in which Labor Day falls on the 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> or 7<sup>th</sup> of September, the District may open after September 1<sup>st</sup>, provided that the school year ends as of the last Regents Day (inclusive of rating day). New teachers may have one (1) additional day prior to Labor Day. Elementary teachers shall be granted two (2) half days at the end of the year, provided that one-half day is the last day of school. The other half-day may be scheduled to meet District needs. Under no circumstances will half-days be scheduled in any week that would result in non-conformance with the Commissioner's regulations dealing with number of hours of instruction or in such a way that would result in a loss of state aid.
2. Any day or portion thereof that a teacher is required to report for work will be considered a full day.
3. Unused snow days will be returned to teachers; one day of which will be reserved to be added to the Memorial Day vacation. The remainder will be scheduled at the District's discretion.

C. Preparation Periods

1. Elementary classroom and special teachers will have six (6) 30 minute planning periods per week to be free from assigned duties. Every reasonable effort will be made by the District to schedule these periods without interruption. In lieu of duties normally assigned during school lunch and recess periods, teachers may be assigned a professional period to be used on the same basis as secondary teachers.
2. Each secondary teacher shall maintain an eight period day consisting of five (5) teaching periods, one duty assignment, one preparation period and one professional period free from assigned duties, exclusive of lunchtime.

A professional period may be used for attendance at CSE meetings, professional staff meetings, parental conferences and to provide assistance to students identified as having failed or who are in danger of failing if those students or a teacher requests the assistance, provided it is within the teacher's tenure or certification area. This clause is not intended to create a sixth teaching assignment.

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Professional periods will be posted by teachers in their classroom(s) for student/parental utilization. Teachers shall be required by no later than the first school week to notify the high school and middle school principals of their specific location during their professional period. Teachers are required to be in that location during posted office hours. Should a teacher decide to be in a different location on a given day, he or she is required to notify the high school or middle school principal in advance and post the change on the office door.

Teachers recognize that they have a professional responsibility to assist students, upon student's request, during one preparation period per week.

3. Nurses shall have two (2) fifteen (15) minute blocks of time free from assigned work or duties.
4. Every effort shall be made to obtain substitutes for all teacher absences.
5. Except in the case of emergency, or by mutual consent of the parties, teachers may be required to attend CSE meetings during preparation periods.

Teachers may be required to attend CSE meetings during a preparation period up to a maximum of six (6) periods per year.

D. Workload

1. To provide for maximum effectiveness in the classroom, secondary teachers should be limited to three (3) subject preparations and five (5) teaching periods each day where administratively feasible. Secondary teachers who prefer to teach additional classes in lieu of above may volunteer to do so.
2. There will be no change in current elementary preparation time scheduling language and the District will endeavor to maintain preparation time schedules for as long as those schedules are feasible, within District discretionary limits on budget.
3. Non-administrator CSE chairs will be assigned no less than three student contact periods per day. CSE chairs, other than administrators, shall chair meetings of the CSE. Non administrator CSE chairs will not supervise teachers or act on behalf of or represent administrators. They will not create and/or implement directives or memos on behalf of supervisors or administrators to members of the bargaining unit. Pupils assigned to chairs shall be balanced within reason and based on the individual need of

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students and scheduling availability with due consideration to balancing students to the extent feasible.

4. Teachers may be required to attend CSE meetings during teaching periods. Elementary and secondary teachers may be assigned to CSE meetings during a professional period.

E. Calendar

The Onteora Teachers Association shall be granted the right to advise the Superintendent or his/her designee on its views on the calendar. Such advice shall be forwarded to the Superintendent or his/her designee no later than April 30, and in any event, the decision of the Board with regard to the construction of the calendar shall be final.

F. The District and the Association agree, that the contract language regarding secondary school teachers' assignments remains, irrespective of any prior agreements with regard to maximum student contact minutes.

Specifically:

- ...provisions of Article IV, Section A
- ...provisions of Article IV, Section C, paragraph (2)
- ...provisions of Article IV, Section D

Given this time schedule framework, all other time within the school day may be assigned for supervisory duties.

## ARTICLE V

### Additional Professional Duties

The teachers, the administration, and the Board of Education all recognize that teachers assume certain additional professional responsibilities which involve time spent outside the normal day. Such things as extra help sessions and special projects for interested students are left to the discretion of the individual teacher who may arrive earlier and remain later than the normal school day. In addition to these responsibilities voluntarily assumed by the teachers, there have been various other duties assigned to all teachers. Such duties have traditionally included professional meetings, Parents' Night, attendance at athletic events in order to supervise students and other functions which require a return to school at some time after the end of the normal school day.

The teachers, the administration, and the Board of Education agree to the following guidelines for such activities:

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1. Meetings held prior to or immediately after the normal school day shall be limited to six (6) meetings per month of no more than three-quarters of an hour in length, except that if an unforeseen problem of special significance arises, there may be an additional period of one-half hour available to the principal. Except for emergency meetings, a written agenda will be provided to each teacher at least one day in advance of faculty meetings. The administration will determine whether the content and number of those meetings are necessary. Meetings will be consolidated where possible to achieve the best use of faculty time.
2. All parent conferences will be scheduled at times mutually convenient to the parent and the teacher.
3. Two (2) parent/teacher conferences will be held in the evening. The day following the evening parent/teacher conference will be a Superintendent's Conference Day which will begin no earlier than 10:00 a.m. and end by 3:00 p.m.
4. Duties involving a return to school after the normal day has ended or a day when school is not in session will be limited in the following manner:
  - (a) Attendance at all other evening meetings with the public is voluntary. No record will be made of teacher attendance or nonattendance at such functions.
  - (b) Teachers may be required to attend two Parents' Nights and individual teachers may be additionally required to participate in the planning and presentation of one other school sponsored evening program.
  - (c) Teachers will not be required to drive pupils to activities which take place away from the school building.
  - (d) In order to guard against overburdening any individual teacher, the Board, Administration and Association agree to the scheduling of reasonable extra-curricular supervisory assignments with these guidelines:

...No teacher should be required to supervise children from schools other than the one to which they are regularly assigned.

...No teacher will be assigned more than one student home supervision assignment during the school year. No teacher shall be assigned more than one away assignment. (See Article XXII for amounts paid.)

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5. Newly hired professional staff will be required to participate in a maximum of five (5) core area teaching courses. These core area teaching courses may be a part of the respective teachers course of study progressing to his/her master's degree for permanent certification.
6. A sixth teaching assignment may only be assigned to a certified high school teacher when any of the following conditions exist:
  - Part-time vacancies within a department, for which no certified candidate can be found following reasonable district efforts to do so.
  - Emergency situations, such as a long-term illness for which no appropriate substitute can be found.
  - Emergency situations, such as the unavailability of substitutes, leaving students without appropriate instruction in the content area.
  - Significant increase or decrease in the number of students in core academic courses and special education areas.
  - For the purposes of economy, where the effect does not involve the reduction in the staffing of probationary and tenured teachers.

The following constraints will define the assigning of a teacher to a sixth period:

- a) No teacher will teach any class outside of his/her teaching area.
- b) Probationary teachers will not be assigned a sixth assignment. In departments without tenured teachers, a probationary teacher may be assigned a sixth assignment upon mutual agreement of the parties. The Association will not unreasonably withhold approval for such assignment.
- c) The assignment of a sixth (6<sup>th</sup>) instructional period shall be rotated within the affected departments by inverse order of seniority. However, volunteers will be selected based upon seniority. No teacher may be assigned two (2) consecutive sixth (6<sup>th</sup>) assignments.
- d) Two consecutive classes of science laboratory instruction shall be considered a single period of classroom instruction. Any split laboratory classes, e.g. not back-to-back, shall each be considered a single period of classroom instruction.

- e) The District shall have the right to solicit an unlimited number of volunteers to teach a sixth (6<sup>th</sup>) period.
- f) Teachers in (c) shall be compensated at the rate of \$7,568 per period during the 2012-2013 school year. This amount shall increase to \$7,606 during the 2013-2014 school year and \$7,644 during the 2014-2015 school year. This amount will be prorated if the course starts later in the school year.
- g) The maximum student load for a teacher assigned or volunteering for a sixth assignment in English, Math, Science, Social Studies, Foreign Language and Special Education will be no more than twenty-five students in that class. If any emergency condition arises, the twenty-five students per class load may be exceeded. Teachers having a class load beyond twenty-five students will receive additional compensation on a per-student, pro-rata basis commencing after October 15 each year.
- h) No more than six (6) teachers or two (2) per department as referenced in g) above may be assigned a sixth period of teaching, as long as it does not affect the number of FTE's in the department.
- i) As a result of implementation of this clause, no full-time unit member will be exceeded.
- j) Unit members who have a reduced teaching assignment due to contractual obligations (i.e. Association President, Cabinet Position, Coordinator, etc.) will not be assigned and/or volunteer and will not be entitled to additional compensation for an additional teaching assignment.
- k) Music teachers will have a maximum of five (5) instructional periods per day. If a music teacher has a sixth instructional period for the purpose of conducting lessons, such assignment will be at the teacher's option, but such teacher will not be entitled to the stipend set forth in (f). If the teacher has only five (5) instructional periods, he/she will be assigned a supervisory duty.
- l) If a teacher assumes or is assigned such sixth instructional period, there will be no scheduled assignments of any and all supervisory duties.

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## ARTICLE VI

### Assignments and Transfers

#### A. Assignments

1. Every reasonable effort will be made to notify teachers in writing of their schedules for the coming school year by June 30 so that adequate preparation can be made, including the schools to which they will be assigned, the grade and/or subjects they will teach, and special classes they will have.
2. Every reasonable effort will be made to assure that pupils are taught by teachers working within their area of competence. Teachers will be assigned only to those areas within the scope of their teaching certification or their major or minor fields.
3. Elementary teachers shall be excused from cafeteria duty except where the District has made every effort to obtain qualified employees to assume the duty and such effort has failed. Where qualified aides/teaching assistants can't be obtained, the duty shall be assumed by the teaching staff on a rotating basis. Teachers relieved of such duty shall not be given an alternate assignment. In addition, where aides/teaching assistants are obtained, teachers shall be assigned to assist should a genuine need arise. Teacher presence is always essential to maintain reasonable order with students outside the classroom. Such assignment shall be on a rotational basis.
4. Physical education staff assigned to the secondary school will have a maximum of six (6) student contact periods per day. Secondary physical education staff assigned six (6) teaching periods per day will not be assigned any duties. There will be no reduction in the total district physical education staff from the level of full-time equivalents currently in effect. When a physical education teacher terminates his/her employment with the District, that position may then be excessed.

#### B. Transfers or Reassignments

In the event of transfer or reassignment, length of service with the District shall be given consideration.

##### 1. Voluntary Transfers

- (a) Building principals shall assign all newly elected personnel to their specific positions which, except for regular substitutes, shall be

within the type of service for which the teacher has been elected by the Board of Education.

- (b) The Superintendent of Schools or his/her designee shall post in all school buildings a list of the known vacancies as they occur.
- (c) Teachers who desire a change in grade and/or subject assignment or desire to transfer to another building shall file a written statement of such desire and the reasons therefore with their building principal or Superintendent of Schools or his/her designee no later than May 1st or within the time limits set forth on the notice of vacancy pursuant to Article VI, Section A herein. No transfer need be made until September of any school year. Such statement shall include the grade and/or subject to which the teachers desire to be transferred, in order of preference. The Superintendent or a designee shall inform those teachers of the reasons for denial of such requests.

## 2. Involuntary Transfers

- (a) Except for the purpose of District-wide reorganization, one (1) teacher per building to a maximum of four (4) teachers per year may be involuntarily transferred once during their career in the District.
- (b) Involuntary transfers shall be made after the District has asked for volunteers and has failed to obtain acceptable volunteers. If no acceptable volunteer is found for transfer, teachers may be involuntarily transferred. Involuntary transfers will be made for coverage of additional sections, educational purposes, retirements, resignations, paid and unpaid leaves of absences and vacancies. If the teacher objects to an involuntary transfer, then any such dispute will be resolved by a committee of three (3) teachers and three (3) administrators taken from buildings other than the building in which the transfer is initiated. Any dispute with regard to involuntary transfer will be resolved by the Board of Education, whose decision shall be final.
- (c) When an involuntary transfer is to be made, every reasonable effort will be made to notify the teacher involved with at least thirty (30) calendar days' notice. If the transfer is made effective in September, every reasonable effort will be made to notify the teacher involved by the end of the current school year.

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- (d) Involuntary transfers shall not be used to impose disciplinary measures.
- (c) The voluntary and involuntary transfer clause criteria shall be deemed procedural only.

3. Abolition of Positions

- (a) If there is to be a reduction in the number of staff positions:
  - (1) The District shall make every effort to meet such reduction by attrition.
  - (2) If an employee is excessed, this shall be done only as of the end of the school year.
  - (3) Any employee to be excessed as a result of the abolition of a position covered by this Agreement shall be given notice in writing not less than forty-five (45) days prior to the time the employee's employment with the District is to terminate. If such notice is not provided, the employee shall be paid a full forty-five (45) days pay at the rate of 1/180th of their annual salary for each of the forty-five (45) days.
  - (4) Prior to adopting any resolution to terminate the employment of any employee pursuant to this provision, the District shall give the Association notice in writing that such a resolution will be voted upon by the Board and afford the Association an opportunity to present its views with respect to such proposed termination in advance of the time such is to be voted upon.
  - (5) The District shall continue to pay such excessed employee's health insurance premiums for a period of three months from the date the employee's employment terminates, or, until the employee shall accept other employment, whichever is sooner.
  - (6) The District shall furnish any excessed employee with information it may have regarding openings for employees in other districts.
  - (7) Excessed personnel shall have the first right to any substitute positions at the regular substitute rate.

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## ARTICLE VII

### Vacancies

#### A. Notice of and Application for Vacancies

1. All vacancies and newly created positions shall be posted in all District schools on all faculty bulletin boards within one week after they occur and in no event less than one week before applications are due. Posting shall include vacancies for current and following school years. Said notice shall clearly set forth a description of and qualifications for the position including the duties and salary.
2. In the event vacancies or positions occur during summer vacations, the notice thereof shall be posted in the administrative offices of the Onteora Central School District and a notice thereof shall be sent to the Association and to each teacher previously registering with the District. A stamped, self-addressed envelope shall be supplied to the District for each position.
3. Teachers who desire to apply for any such vacancy shall submit their application in writing to the Superintendent or his/her designee within the time limit specified.

#### B. Qualification for Assignment

1. All appointments and assignments to any and all vacancies and openings shall be based on qualifications and experience where due regard shall be given to seniority.
2. Each applicant who is not selected shall have an oral explanation and upon request a written explanation as to why the applicant did not receive the appointment to such vacancy.

#### C. Preferred Eligibility List Substitutes

Teachers on the preferred eligibility list who have not been otherwise recalled for employment will be given preference in the calling of per diem and regular substitute teachers.

ARTICLE VIII

Conferences and Travel Allowance

- A. Attendance at and participation in conferences, workshops, conventions, and similar meetings are a vital part of the professional person's development and progress in the field. All professional personnel should be encouraged to attend such gatherings. However, requests for attendance must be filed with the building principal one month in advance, when possible.
- B. The District shall bear the cost of travel to and from such meetings in a matter approved in advance by the Board of Education as follows:
1. Use of school vehicles.
  2. Use of such mass travel as may be considered most appropriate.
  3. Use of private vehicles may be allowed for conferences on consent of the Superintendent or his/her designee with mileage amount payment as approved by the Board of Education. The milcage reimbursement amount shall not be less than 21 cents per mile or Board rate, whichever is higher.
  4. The District shall pay all reasonable and necessary costs of rooms. If the cost of a hotel room is not approved in advance the total per diem rate will not exceed the schedule below:

Single Accommodation	\$74
Double Accommodation	\$66

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5. The per diem meal rate shall not exceed \$50 per day, and effective July 1, 2013, shall not exceed \$51 per day, except when attending a conference in New York City, in which case the per diem meal rate shall not exceed \$61 per day, inclusive of tip.
- C. To obtain reimbursement, participants shall procure the proper receipts and payment proofs to comply with the New York State Department of Audit and Control directives. Reimbursements for expenses shall be made upon presentation of such proofs of payment.

## ARTICLE IX

### Professional Facilities

- A. Each school will continue to have the following facilities:
1. Space in each elementary classroom for the classroom teacher to store instructional materials and supplies. Space in each building will be provided for special teachers to store instructional materials and supplies when not available in the classroom. At the secondary level, space in each building will be provided where each teacher may store instructional materials and supplies.
  2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  3. An appropriate furnished room apart from the students will be reserved for the use of school staff. A dining area apart from the students will be reserved for the use of the school staff.
  4. A serviceable desk and chair for the teacher in each classroom. Where two teachers share a classroom, provisions should be made for a desk or work area outside the classroom.
  5. Bulletin board space in each faculty room for the use of the Association.
- B. It shall be the objective of the Onteora School District to improve the professional library. The procedures to develop a unified professional library in the school district will continue.
- C. It is a goal of the Onteora School District to provide each school with the following:
1. Adequate and appropriate teaching stations for specialized instruction.

2. A private room for effective teaching of remedial reading and remedial speech.

## ARTICLE X

### Short Term Leaves of Absence

#### A. Sick Leave

1. Each professional staff member shall be granted seventeen (17) days per year for sick leave for personal illness and/or family illness in the immediate family. For the purposes of sick leave, immediate family shall be defined consistent with the Family and Medical Leave Act ("FMLA"). Teachers will not have to fill out any forms for family illness use. When teachers call the substitute service to indicate that they are going to be absent pursuant to the "sick leave" provision, they shall state whether such absence is for personal illness or family illness. Each year, the seventeen (17) sick leave days will be credited to each returning professional staff member. Any unused sick days will be accumulated, however, accumulated sick leave may only be used for personal illness. There will be no limitation on the number of accumulated sick days. Medical check-ups or annual physical examinations are not considered as "sick leave." Upon request, the District will provide a statement of the number of sick leave days credited to such teacher and the same shall be furnished orally or in writing at the teacher's election.
2. Each teacher may be allowed to contribute up to two days from their accumulated sick leave to the Bank. Only contributing teachers may be members of the Bank. The Bank shall be for use in case of catastrophic illness after accumulated sick leave has been exhausted. There shall be an automatic renewal at such time when the Bank is exhausted and use by an individual is limited to sixty days per year. Withdrawals, additions and general use shall be regulated by a committee of three administrators and three teachers.

#### B. Emergency Leave

Death: Staff members will be permitted five (5) days emergency leave with pay, per occurrence, for death in the immediate family. Immediate family shall include: husband, wife, child, father, mother, sister and brother, step-parent and grandchildren. A maximum of two emergency leave days per year with pay shall be granted for death of non-immediate family as follows: father-in-law, mother-in-law, sister-in-law, brother-in-law, and employee's grandparents, uncle and aunt.

C. Leave for Religious Holy Days

Up to three (3) days, non-cumulative religious days per year shall be granted with full pay, where absence from work is an obligation of the employee's faith, upon written request to the Superintendent or his/her designee at least ten (10) working days in advance of such leave.

D. Special Leave

Each professional staff member shall be granted two days with pay for conducting business that cannot be conducted at any other time. Special leave is not to be considered as vacation time. It implies that the situation warranting use of these days is considered to be more important than the professional's responsibility to the school district. In a year where a staff member does not use all or any part of the two (2) special leave days, he/she will be entitled to two (2) additional days only in the immediate succeeding year.

All personal and other short term conference leave shall be acted on by the administration no later than 72 hours after the request is received, or three (3) school days, whatever is later. Leave applications must be received one week in advance of the day on which the administration must act, where such notice is possible.

The following shall be used as a guideline for unacceptable reasons for the use of special leave days herein:

1. Shopping
2. Recreation (sports or entertainment)
3. Extension of a vacation, holiday or recess period
4. Job interviews
5. Lack of personal transportation (with the exception of interruption of public services)
6. Providing transportation for others

Should a teacher request a special leave day which falls on a Monday, Friday, or a day before or after a holiday the Superintendent or his/her designee may request a reason as to the nature of such request.

E. Jury Pay

Pay for jury duty shall be returned to the District in exchange for regular salary. Jury duty mileage, meals and parking shall accrue to the employee.



## ARTICLE XI

### Parental Leave of Absence

- A. An unpaid leave of absence shall be granted to a teacher for the purpose of child rearing as follows:
1. A teacher shall be entitled upon request to a leave to begin within one year upon delivery or adoption of a child. Said teacher shall notify the Superintendent or his/her designee in writing of intent to take such leave and, except in case of emergency, shall give notice at least thirty days prior to the date of which said leave is to begin.
- B. A teacher who is granted such leave of absence pursuant to Section A above, shall have the following re-employment rights:
1. Teachers shall be returned to the same position or a position similar and within their own tenure area upon sixty days notice to the District of intent of return. Said return shall be at the beginning of a semester unless by mutual agreement. Child care leave of up to one (1) year shall be allowed to all teachers with right to extend for one (1) more year.
  2. Upon return to service a teacher shall have restored the same benefits accrued at the time the leave commenced.
  3. All employees on long term leave shall notify the District of their return no later than 60 days prior to the expiration of the leave.

## ARTICLE XII

### Military Leaves of Absence

The District will grant employees paid leave while on ordered military duty in accordance with Section 242 of the New York State Military Law.

## ARTICLE XIII

### Other Leaves

- A. Professional personnel receiving an academic honor for study or research or enlisting in the Peace Corps shall be granted a leave of absence without pay for the term of such program, but not to exceed two (2) years. They shall be advanced on the salary schedule, as if they had remained in the District.

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- (1) All members of the bargaining unit are eligible.
- (2) Leave granted on a full-time basis for up to one year. District may extend for up to one additional year.
- (3) Purpose: Normally granted for academic honors, grants, research, academic or instructional programs. The Board may also grant leaves for any other reason specified herein. The decision of the Board shall be final.

B. General Leave Notification

All employees on long-term leave shall notify the District of their return no later than 60 days prior to the expiration of the leave.

## ARTICLE XIV

### Evaluation, Discharge, Discipline and Files

Article XIV, Section A and Appendices A and B shall only apply to any teacher and supplemental school personnel not covered by the District's APPR plan.

A. Evaluation

The purpose of evaluation is the improvement of instruction and assessment of teaching performance. Appendices A and B represents the jointly agreed to Annual Professional Performance Review and Teacher Improvement Plan, respectively.

1. All monitoring or observation of the work performance of a teacher will be conducted openly.
2. Four observations shall be completed annually for probationary teachers. All such observations shall be conducted by certified administrative personnel. In the event that a teacher's performance is deemed satisfactory, the above observations may be waived. Before probationary teachers are recommended for release, the District shall observe them a minimum of four (4) times in the school year of discharge. The first observation is to be conducted prior to December 1st, with a reasonable time between formal observations. Once a year, a teacher shall have the option to require that one observation be rescheduled to another date.

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3. Non-tenured teachers may, if they choose to, also participate in Peer Coaching or Self-directed Learning in addition to the classroom observations.
4. Tenured teachers may request, under normal circumstances, one of the following methods of evaluation:
  - a. Regular classroom observation
  - b. Peer Coaching
  - c. Self-directed Learning

Teachers who choose a classroom observation may be observed once each year. Teachers who choose Peer Coaching or Self-directed Learning are to submit their request to the building principal for approval according to the existing schedule. If approval is not granted the teacher will participate in a regular classroom observation.

Tenured teachers may, under usual circumstances, be evaluated once per year. The District shall make every reasonable effort to observe teachers at normal yearly times. The District may elect to waive an observation if the principal considers the teacher's performance to be satisfactory. An observation may be rescheduled a maximum of once per year.

5. Teachers will be given a personal copy of any evaluation report within ten (10) school days of an "observation," and will be required to sign the office copy to indicate that it has been received. Such signature merely signifies that they have examined the materials and shall not be deemed to be an admission to, or to signify agreement by the teacher for any matter therein.
6. Not more than ten (10) school days after the receipt of the report, there shall be a conference between the observer and the teacher. Such conference may be waived by mutual agreement if the Administration involved deems the performance of the evaluated teacher to be satisfactory or above.
7. If the performance of a teacher is less than satisfactory, the teacher must be so advised. The supervisor or evaluator shall have the responsibility to make recommendations in writing to the teacher to improve the teacher's performance. Such recommendation shall be part of the written evaluation which is placed in the teacher's personnel file. These recommendations shall be used as a basis for future observations and evaluations.

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B. Discharge and Discipline

1. Tenured teachers shall be entitled to binding arbitration if they are discharged or disciplined. Probationary teachers denied tenure shall be entitled only to procedural review of district compliance with the terms of the Agreement.
2. The Superintendent shall advise a teacher of whether or not the teacher is to be recommended to tenure by March 15, or sixty (60) working days if the tenure day is other than September 1. Once a teacher has been notified by the Superintendent, they shall not be discharged except for just cause.
3. In the event that a non-tenured teacher is released from the services of the District for performance inadequacies, the teacher shall be entitled to an interview with the Board of Education prior to the release, if the teacher so wishes.
4. Should an administrator conduct a conference wherein they have determined that disciplinary action may result, the teacher shall be advised of such and given an opportunity to have an Association representative present at such conference.

C. Teacher Personnel Files

1. Teacher files shall contain routine financial information and matters of a factual nature which relate to the job performance of the teacher.
2. There shall be one (1) official District teacher personnel file which shall be maintained in the central office. Teachers shall have the right, upon request to review the contents of their files excluding confidential references pertaining to hiring or promotion. Teachers shall be entitled to have a personally selected representative accompany them during such interview.
3. No material except confidential references pertaining to promotion shall be filed unless the teacher has had notification and an opportunity to examine the material. Teachers shall be given an opportunity to affix their signature on the actual copy to be kept with the understanding that such signature merely signifies that they examined the materials. Such signature does not necessarily indicate agreement with its content. The teacher shall have the right to reply in writing to any material placed in the personnel file. The reply shall be attached to the material and filed in the official District personnel file. While the failure to reply shall not be construed as a waiver of a defense in any case, teachers shall ordinarily be

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expected to reply in ten (10) days of the placement of any unusual material in a file.

4. Upon receipt of a written request, the teacher will be furnished a reproduction of any material at their expense, excluding confidential references pertaining to hiring or promotion.

## ARTICLE XV

### Dues Deduction

The District agrees to deduct from the salaries of its teachers and other professional staff members dues for the Ontario Teachers Association and its affiliates, as said teachers or other professional staff members, individually and voluntarily, authorize the District to deduct, and to transmit monies promptly to such Association.

The Association will certify to the Board in writing the current rate of the membership dues of the Association. The Association will give the District thirty (30) days written notice prior to the effective date of such change.

Deductions will be made in twenty (20) equal installments during the school year. The District will not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

No later than September 30 of each year, the District will provide the Association with a list of those teachers who have voluntarily authorized the Board to deduct dues. Any teacher desiring to have the Board discontinue deductions they have previously authorized must notify the District and the Association concerned in writing by September 15 of each year for that school year's dues.

The District will transmit the monies obtained from dues deduction to the Association as they are collected. The District agrees that it will not accord dues deduction or similar checkoff rights to any other organizations of professional staff members until and unless such organization has been duly recognized or certified according to law.

### Agency Fee

The District agrees to make an agency fee deduction for those individuals who are not members of the Association, such deduction to equal the amount deducted from those individuals who are members of the Association unless a lesser amount is established by the Association.

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ARTICLE XVI

Insurance and Annuities

- A. The District shall assume a share of the cost of individual and family coverage programs of the Dutchess Employees Health Insurance Consortium (DEHIC) Alternative PPO Plan and shall continue Group Health Insurance coverage for professional personnel and their dependents pursuant to existing practice, as follows:

Effective July 1, 2012:	90% (No Change)
Effective July 1, 2013:	89%
Effective July 1, 2014:	88%

The District will maintain the benefit in the DEHIC Alternative PPO Plan to a level generally the equivalent of the DEHIC Alternative B Plan in effect March 1, 1995.

- B. Health insurance coverage shall be extended to domestic partners subject to the limitations and restrictions and eligibility requirements provided by the Dutchess Employees Health Insurance Consortium.
- C. Employees hired after December 6, 1999 must be regularly scheduled to work .75 of the workweek to be eligible for a District contribution for health insurance benefits.
- D. The District's contribution to the individual or family cost for premium to an HMO shall be consistent with those percentages in Section A above.
- E. The District and the OTA will explore alternative health insurance options. If the OTA requests the District withdraw from the DEHIC plan and/or HMO options in order to provide alternative health insurance options, the District will not unreasonably withhold its permission.
- F. Except as otherwise provided in Section H below, it is agreed that members of the unit represented by the Onteora Teachers Association for all regular teaching personnel may direct the District to remove themselves from health insurance coverage in exchange for a pay-out under the following rules:
  - 1. All elections and requests for reinstatement shall be made in writing.
  - 2. Employees electing to waive insurance coverage shall demonstrate to the satisfaction of the Business Office that they have adequate alternate coverage.

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3. Except for married couples both working for the District (See Section G below), employees opting to waive coverage and receive a pay-out in lieu of insurance shall be entitled to an annual payment of Two Thousand Four Hundred Twenty-Two Dollars (\$2,422) if they were covered under the District's Family Plan. This amount shall increase to Two Thousand Four Hundred Thirty-Four Dollars (\$2,434) during the 2013-2014 school year, and Two Thousand Four Hundred Forty-Six Dollars (\$2,446) during the 2014-2015 school year. If an employee is covered under the District Individual Plan, the employee will be entitled to an annual payment of One Thousand Nine Hundred Seventeen Dollars (\$1,917). This amount shall increase to One Thousand Nine Hundred Twenty-Seven Dollars (\$1,927) during the 2013-2014 school year, and One Thousand Nine Hundred Thirty-Seven Dollars (\$1,937) during the 2014-2015 school year.
  4. Employees withdrawing for a full year as of July 1st will be paid half the amount in December and half the amount in the following June. Payments will be made in December and June following withdrawal. Employees withdrawing at other times will receive pro rata payment.
  5. Any individual electing this option may revert to the plan of previous enrollment subject to the provisions of each individual plan.
- G. Health insurance buyout will be mandatory for District employees whose spouse is also a District employee. The employee opting out of family coverage will receive Two Thousand Nine Hundred Twenty Six (\$2,926) Dollars during the 2012-2013 school year, Two Thousand Nine Hundred Forty One (\$2,941) Dollars during the 2013-2014 school year, and Two Thousand Nine Hundred Fifty Six (\$2,956) Dollars during the 2014-2015 school year. The employee will not be eligible for individual coverage. Employees who withdraw after the start of the school year in September will receive pro rata payments.
- Employees withdrawing for a full year as of July 1<sup>st</sup> will be paid one-third of the amount in December and the remaining two-thirds of the amount in the following June. Payments will be made in December and June following withdrawal. Employees withdrawing at other times will receive pro-rata payment.
- H. Retirees and employees who become ineligible for the buyout because of death or divorce will be immediately reinstated to the District health insurance plan or HMO option. The reinstatement of the retiree or employee will cause the buyout to be prorated for that year.
  - I. The District will implement an I.R.S. Code 125 flexible benefits plan for the purpose of health related expenditures. The IRS Code 125 plan will be expanded to provide for maximum coverage. The OTA will establish a committee to meet with the District for implementing this plan.

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- J. Health insurance coverage for employees resigning at the end of the school year shall be terminated as of August 31 of that school year.
- K. Tax sheltered annuities are available for any professional staff member upon request to the District prior to November 1. Payments for these annuities shall constitute a reduction in salaries as authorized by the staff members and will be deductible automatically by the school district from each paycheck. The Association will select one company to serve as a forwarding agent.
- L. Benefit Trust
1. The Ontario Teachers Association will maintain a Benefit Trust. In addition, the District will fund the Ontario Teachers' Association Benefit Trust at the rate of \$1,563.  
  
Employees hired after December 6, 1999 must be regularly scheduled to work 0.75 of the workweek to be eligible for a District Benefit Trust contribution.
  2. The fund shall be administered by Trustees appointed by the President of the Association. The fund shall provide adequate fiduciary safeguards.
  3. The District shall make payments to the funds semi-annually; one-half (50%) on October 1, and one-half (50%) on December 15, for the total amount.
  4. Financial reports, which shall be subject to audit, of the monies shall be made available to the District for periodic review. The Trustee shall forward to the Board copies of the fund's financial report, pursuant to the Agreement and Declaration of Trust.
  5. Monies shall be used solely to purchase or to provide benefits to participants of the fund. No fund monies can be used by any participant, or by the fund itself, in any litigation against the Ontario Central School District.
- M. Whenever teachers are absent from their employment and unable to perform their duties as a result of personal injury caused by an accident occurring in the course of their employment and are eligible to receive Workers' Compensation payments for such absence, they will be paid the difference between such weekly benefits and their full salary during their absence from their employment for a period equal to the equivalent dollar value of their accumulated sick leave.



- N. The IRC 403(b) is annexed as Appendix C and the IRC 457 Plan is annexed as Appendix D.

## ARTICLE XVII

### Retirement Incentive

Teachers are eligible for the retirement incentive benefit set forth in paragraph 1 OR paragraph 2 below.

1. Flat Dollar Retirement Incentive: Teachers will be eligible for the retirement incentive during the first year of eligibility only. Any teacher becoming fifty-five years of age or becoming first eligible for retirement without TRS penalty shall inform the district no later than March 1<sup>st</sup> of the school year in which they become eligible of their intent to apply for the retirement incentive. In order to be eligible for retirement incentive, the teacher must submit an irrevocable letter of resignation for retirement purposes no later than March 1<sup>st</sup> of the year of retirement. The retirement incentive bonus shall be established at \$26,000. The District will act on any retirement application no later than May of the year of retirement.
2. Salary Percentage Retirement Incentive: Any teacher who meets the retirement eligibility qualifications set forth in ¶1 above, who also has a minimum of twenty (20) years of district credited service (provided a minimum of four teachers apply) shall be eligible for an alternative retirement incentive at one percent (1%) of the final year's salary multiplied by the number of years of district credited service.

Under no circumstances will eligible teachers be entitled to the benefits of both incentives in paragraph 1 and paragraph 2 above.

3. Nurses will receive a retirement incentive in the amount of \$7,500 for anyone who retires in their first year of eligibility without penalty if the employee completed fifteen (15) years of credited service in the District

Additional benefits will be granted to members of the New York State Employees Retirement System through the provision of Section 41j and 34j allowing application for unused sick leave as additional service credit upon retirement.

## ARTICLE XVIII

### Retirees Health Insurance

The District will pay one hundred (100%) percent of the premiums for individual retirees health insurance and fifty (50%) percent of the premiums for retirees selecting family coverage

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who retire prior to or on June 30, 2000. For employees who retire after June 30, 2000, the District will pay one hundred percent (100%) of the premiums for individual retiree health insurance and sixty percent (60%) of the premium for retirees selecting family coverage. Employees hired on or after ratification of this agreement shall be required to be employees of the District for a period of not less than ten (10) years to be eligible for retirees' health insurance.

## ARTICLE XIX

### Payment for Unused Sick Leave

Any employee eligible for retirement shall be paid for all unused sick leave days upon retirement from the District according to the following formula. Such payment shall be considered in addition to any other incentive bonuses the employee might otherwise be eligible to receive pursuant to this Agreement.

#### Payment For Unused Sick Leave on Retirement

##### Number of Accumulated Days:

0-75	\$0
76-100	\$53
101-125	\$68
126-175	\$88
176-200	\$113
201 to maximum of 290 days	\$116

## ARTICLE XX

### Association Rights

- A. Upon reasonable prior notice to the Administrator assigned by the District, the Association may conduct meetings in District buildings at times which do not interfere with the instructional schedule and is subject to those Board regulations regarding the public use of District buildings.
- B. At the end of a faculty meeting, an Association representative may speak to professional personnel whose continued attendance shall not be required.
- C. The Association may distribute printed material via inter-school mail.
- D. The OTA President or his/her designee shall not be subject to assignment of supervisory duties during the course of the school day. The affected building principal shall schedule supervisory duties to maintain this provision. If the union president is a secondary teacher the union president shall be given a teaching load

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of a maximum of four (4) classes. If the union president is a secondary teacher, the union president shall be given a bank of seventeen (17) days (for union business) which may be used in full or half-day increments. If the union president is an elementary teacher, the union president shall be given a bank of seventeen (17) days (for union business) which may be used in full or half day increments. The Association agrees to reimburse the District at the current certified substitute teacher rate for each day or half day used. The union shall notify the District no later than June 1 of the identity of the union president. If the union president is an elementary teacher, leave days shall be taken on 72 hours notice for actual union business and scheduled to prevent absence during days when the District needs that person in attendance. The 2002-2003 school year shall be used as a basis for establishing presidents' release time as a maximum of three (3) student contact periods.

- E. The OTA President or designee shall be granted an additional five (5) days for Union assistance in implementing shared decision-making, teacher mentoring and other mutually agreed upon work. Such time off will be granted at the Superintendent's or his/her designee's discretion.

## ARTICLE XXI

### REMUNERATION

#### A. Salary

1. Current payments and other practices dealing with long term substitutes and others shall continue.
2. Longevity shall be paid in the 25<sup>th</sup> and 28<sup>th</sup> years of accredited service in education as set forth in schedules A-C and AA-CC.
3. Prior service credit for years in the Armed Forces of the United States of America shall be of one step only and shall be granted at the time of initial employment.
4. Credit may be given for all prior teaching service without consideration of prior salary. Credit may also be given for related experience at the discretion of the administration and the Board of Education.
5. It is required that teachers provide evidence of graduate record upon applying for advancement on the salary schedule.

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6. Guidance Counselors will be employed at a factor of 1.1 of their placement on the salary schedule. Guidance Counselors will work the regular teacher work year (182 days which shall include both student attendance and staff development days) and twenty (20) additional days between July 1 and June 30. In any year in which Labor Day falls on the 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> or 7<sup>th</sup> of September, the District may open after September 1<sup>st</sup>, provided that the school year ends as of the last Regents Day (inclusive of rating day). Counselors will have a total of seventeen (17) days sick leave per year. The administration shall consult with and consider the Guidance Chairperson's recommendations regarding days which individual Guidance Counselors shall work their additional twenty (20) days.

7. **Salary Schedules and Steps:**

The salary schedule shall be increased as follows:

Effective July 1, 2012:	.9%
Effective July 1, 2013:	.5%
(With the exception of Step 1 BA and Step 1 MA, which shall remain at the 2012-2013 amounts)	
Effective July 1, 2014:	.5%
(With the exception of Step 1 BA, Step 2 BA, Step 1 MA, and Step 2 MA, which shall remain at the 2013-2014 amounts)	

The Salary Schedules for 2012-2013 through 2014-2015—are attached hereto in schedules A- C.

8. Graduate and In-Service Credits

- (a) It is not possible for the credit criteria to cover all areas of request for course approval. While the administrative approval is required for all courses, the criteria set forth will be used as a guide for those areas listed below. Courses must be from an accredited degree granting institution on a graduate level.
- (b) In service courses shall not exceed 30 credits beyond the Master's Degree. No unit member shall be credited with more than 12 graduate credits in any one school year whether derived from course work or in-service work except where credits are earned towards permanent or professional certification and excess credits earned shall be carried forward to the next year(s) for recognition.

- (c) The Superintendent or his/her designee shall give authorization and salary credit shall be granted for courses in the following areas:
- (1) Courses in teaching methodology;
  - (2) Courses related to the applicant's assignment;
  - (3) Courses prescribed by permanent certification in teaching assignment currently held by the applicant;
  - (4) Courses prescribed by a college for a degree as by proof of matriculation where the degree or courses are in the approved field of education; and
  - (5) Courses requested by the administration for the improvement of the teacher.
- (d) Applications shall normally be submitted to the Superintendent or his/her designee for prior approval. Where registration difficulties develop, the Superintendent or his/her designee shall review the appropriateness of the substitute course(s) actually taken.
- (e) Salary credit will not be granted for the following unless prior approval is granted by the Superintendent or his/her designee:
- (1) Courses in adult or continuing education;
  - (2) Courses leading to a new profession outside the field of education;
  - (3) Courses previously approved but for which a passing grade is not received;
  - (4) Courses which duplicate previously taken courses;
  - (5) Courses which are not properly documented by official transcript;
  - (6) Undergraduate credits;
  - (7) Courses which are older than five (5) years at the time of application.
- (f) Employees who take in-service courses not otherwise eligible for graduate credit payments shall be reimbursed for the cost of such courses upon presentation of a paid bill. Approval shall be governed by the above criteria.
- (g) Any staff member having 42 approved hours of graduate credit beyond the Bachelor's Degree and who has accumulated at least twenty (20) hours of graduate credit in their teaching area or areas of appointment will be considered to have the equivalent of a Master's Degree in

placement on the salary schedule. Any staff member having sixty (60) approved hours of graduate credit beyond the Bachelor's Degree and who has accumulated at least twenty (20) hours of graduate credit in their teaching area or areas of appointment will be considered to have the equivalent of a Master's Degree +12 in placement on the salary schedule. This provision shall not be effective for those seeking its application on or after July 1, 2008.

- (h) Any teacher who obtains an earned doctorate degree from a university accredited by the National Council for Accreditation of Teacher Education, or Middle States Association of Colleges and Schools, or New England States Association of Colleges and Schools, or by the New York State Board of Regents shall receive an annual stipend, in addition to this step placement on the M+60 column of the salary schedule. (See salary schedule.)
- (i) One (1) in service credit will be awarded to teachers who are assigned a student teacher for each seven to ten week period.
- (j) Beginning in the 2012-2013 school year, unit members shall be given the choice of being remunerated for approved in-service courses at the hourly rate described as "Summer Curriculum" in Schedule "G" or receiving in-service credits until they have reached the maximum number of combined graduate and in-service credits.

Once unit members have reached either the maximum allowable in-service credits or the maximum reimbursable number of combined graduate and in-service credits, they shall be remunerated for approved in-service courses at the hourly rate described as "Summer Curriculum" in annexed Schedule "G".

## ARTICLE XXII

### Extra Pay for Extra Duties

- A. Definition: An "extra duty" is any service which a professional staff member will be required to perform above and beyond the educational responsibilities encountered during the school day such as coaching duties, advisory duties, and other duties which are to be carried on outside the school day. Extracurricular assignments shall be as shown on the

appended co-curricular, interscholastic and extracurricular schedules (See Schedules F-II).

B. The District shall, at its discretion, create, eliminate or modify positions listed as it deems is in the best interest of the school district.

C. Openings

1. Openings shall be posted in the appropriate buildings annually and all qualified personnel shall be eligible to fill these positions.

2. Applications shall be submitted to the building principal and shall be subject to the principal's approval and the Superintendent's or his/her designee's approval.

D. Teachers desiring assignment to a specified type of activity shall indicate their preference to the building principal before March 30 of each school year.

E. Teachers may be requested and/or volunteer to accept more than one extra assignment per year. These extra assignments will be compensated at the following rate if requested in advance:

Evening functions and home Saturdays:

Effective July 1, 2012:	\$26.00
Effective July 1, 2014:	\$27.00

Saturday functions away from school:

Effective July 1, 2012:	\$53.00
Effective July 1, 2013:	\$54.00

Music teachers assigned to supervise Saturday out-of-District events shall be paid 1/200 of BA 1 for the day of such assignment.

F. Team Teaching

Teachers who participate in "Team Teaching" for an individual grade level or specific discipline will be compensated for working up to a maximum of five (5) days on days when the professional staff is not required to be in school. Staff members participating in this program will decide what day or days to work. However, day(s) of team work requiring remuneration must be approved, in advance, by the appropriate chief building administrator. The District and the OTA will annually review and modify this clause to meet the educational needs of the District.

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- G. Nurse coordinators shall receive a stipend as listed in the salary schedule.
- H. A longevity stipend will be granted after ten (10) years of service at the following rates:

Effective July 1, 2012:	\$154.00
Effective July 1, 2013:	\$155.00
Effective July 1, 2014:	\$156.00

A longevity stipend will be granted after fifteen (15) years of service at the following rates:

Effective July 1, 2012:	\$206.00
Effective July 1, 2013:	\$207.00
Effective July 1, 2014:	\$208.00

A longevity stipend will be granted after twenty (20) years of service at the following rates:

Effective July 1, 2012:	\$309.00
Effective July 1, 2013:	\$311.00
Effective July 1, 2014:	\$313.00

## ARTICLE XXIII

### Speech Teachers

Speech Teachers required to maintain a license for District Medicaid reimbursement will be compensated \$303 per year. Effective July 1, 2013, this amount shall increase to \$305. Effective July 1, 2014, this amount shall increase to \$307.

## ARTICLE XXIV

### Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policy of the Board.



- B. Any individual arrangement, agreement, or contract between the District and an individual professional staff member, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If any individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. If any provision of this Agreement or any application of this Agreement to any professional staff member or group of professional staff members 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 applications shall continue in full force and effect.
- D. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- E. Any District policies affecting wages, hours, or other terms and conditions of employment unaltered and unchanged by this Agreement shall remain in force.
- F. This clause shall not be construed as limiting the prerogative of the District to establish new programs.
- G. The Board of Education shall provide one (1) copy of this Agreement to each professional staff member employed for the school years covered by this agreement. Copies are to be provided within thirty (30) days of ratification by the Association and the Board.
- H. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

## ARTICLE XXV

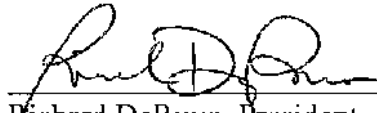
### DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012 and continue in full force and effect through June 30, 2015.

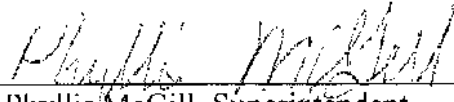
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ONTEORA TEACHERS' ASSOCIATION

ONTEORA CENTRAL SCHOOL  
DISTRICT



Richard DeRuvo, President



Dr. Phyllis McGill, Superintendent

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## APPENDIX "A"

### ONTEORA ANNUAL PROFESSIONAL PERFORMANCE REVIEW (PLAN)

A. The Ontario APPR was developed by a committee of teachers, pupil personnel professionals, and administrators in 1991 and has been included in the Ontario Teachers Association contract starting in 1993.

B. Evaluation of teacher personnel

The purpose of evaluation is the improvement of instruction and assessment of teaching performance.

1. All monitoring or observation of the work performance of a teacher will be conducted openly.
2. Four observations shall be completed annually for probationary teachers. Certified administrative personnel shall conduct all such observations. In the event that a teacher's performance is deemed satisfactory, the above observation may be waived. Before probationary teachers are recommended for release, the District shall observe them a minimum of four (4) times in the school year of discharge. The first observation is to be conducted prior to December 1<sup>st</sup>, with a reasonable time between formal observations. Once a year, a teacher shall have the option to require that one observation be rescheduled to another date. Attachment 1 is the classroom *rubric* to be used.
3. Non-tenured teachers may, if they choose to, also participate in Peer coaching or Self-directed learning in addition to the classroom observation. Attachment 2 is for Peer Coaching and Attachment 3 is for Self-Directed Development.
4. Tenured teachers may request, under normal circumstances, one of the following methods of evaluation:
  - a. Regular classroom observation
  - b. Peer coaching
  - c. Self-directed learning (*study groups – attachment B, action research plans – attachment A, National Teacher Certification, etc.*)

Teachers who choose a classroom observation may be observed once each year. Teachers who choose Peer coaching or self-directed learning are to submit their request to the building principal for approval according to the existing schedule. If approval is not granted, the teacher will participate in a regular classroom observation. *Approval of this request assumes the accomplishment of the nine (9) criteria from the observation form.*

Tenured teachers may, under usual circumstances, be evaluated once per year. The District shall make every reasonable effort to observe teachers at normal yearly times. The district may elect to

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waive an observation if the principal considers the teacher's performance to be satisfactory. An observation may be rescheduled a maximum of once per year.

5. Teachers will be given a personal copy of any evaluation report within ten (10) school days of an "observation", and will be required to sign the office copy to indicate that it has been received. Such signature merely signifies that they have examined the materials and shall not be deemed to be an admission to, or to signify agreement by the teacher for any matter therein.
  6. Not more than ten (10) school days after the receipt of the report, there shall be a conference between the observer and the teacher. Such conference may be waived by mutual Agreement if the Administration involved deems the performance of the evaluated teacher to be satisfactory or above.
  7. ***If a teacher has not accomplished or is not progressing toward attainment of a goal as described in the Observation form of the APPR, an improvement plan will be devised by the teacher and the administrator. Dates for a review of the plan will be established. The administrator will complete a formal evaluation of the completion of the plan, and this will be placed in the teacher's file. This work will be the basis for future observations and evaluations.***
- C. The teacher evaluation on the District Classroom Evaluation form is to be based on specific decisions/activities that promote learning. These decisions/activities may include, but are not limited to such things as:
1. ***Content Knowledge***
  2. ***Preparation***
  3. ***Instructional Delivery***
  4. ***Classroom Management***
  5. ***Knowledge of Student Development***
  6. ***Application of Assessments***
  7. ***Collaboration Skills***
  8. ***Reflective Responsive Practice***
  9. ***Technology***
- D. ***Summative Evaluation: All professional staff will receive a summative evaluation, completed by the end of the year. The summative report will take one of the following forms: an observation evaluation (and follow-up improvement plan and evaluation, if necessary), an evaluation of the self-directed development plan, an evaluation of the peer-coaching plan.***
- E. **Training in Performance Evaluation:** Administrators at Ontario Central Schools who are responsible for conducting performance evaluations shall receive training in good practice on a yearly basis through Administrative Council Meetings and by participating in

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training in this discipline that is offered by Ulster BOCES Principals' Center

Administrative Council training to include, but not limited to:

- On-going collegial dialogue about the use of the observation instruments.
- Discussion of teachers in need of intense supervision will assist administrators in developing the skills for identifying the behaviors that are not conducive to the teaching/learning process. Likewise these reflective conversations will enable administrators to develop a repertoire of strategies that can be used to correct these behaviors.
- Share resources from all sources (i.e. Education Research Service, ASCD) on current research on supervisory practice as it relates to strategies and techniques that improve teaching.
- Peer review of the process of writing effective observations.

Principals' Center Workshops on:

- Facilitating reflective practice and effective conferencing techniques.
  - The use of a rubric to assess performance with interrater reliability.
  - The use and analysis of individual student/classroom data.
  - Effective teaching practices.
- F. The superintendent or his designee will review all observations and summative evaluations. In the event of an unsatisfactory performance, the superintendent or his designee will work closely with the Principal to insure the process is followed.
- G. The Plan will be in the district office and available for review no later than September 10<sup>th</sup> of each year. All changes or modifications to the Plan will be developed using the guidelines in A. above.

## PEER COACHING

### Definition –

Peer coaching is a process whereby a small group of educators works together toward the goal of instructional improvement by visiting each others' classes and discussing what they have seen.

### Eligibility –

Educators who wish to refine and develop their teaching strategies are eligible for this option. Teams should consist of two or three educators, one of whom must be tenured. There are no subject area or grade level restrictions in the composition of teams. Building principals and directors will determine final eligibility.

### Procedures –

1. Teachers who are interested in peer coaching are to notify their building principal by October 1 that they would like to pursue this option, to allow time for an orientation meeting on peer coaching before October 15. An optional in-service course will also be provided if the number of participants warrants it.
2. Teachers who decide to work together as a peer coaching team will meet with their building principal/director before November 1 to submit and discuss their team plan. The plan should include at least two cycles. Each cycle will consist of a pre-visit discussion, the visit itself, and a post-visit discussion for each participant.
3. Approval or disapproval of the plan is to be given by the building principal/director by November 15, as indicated on the attached form.
4. The first observation cycle will be completed by February 1, and the second by May 15.
5. The results of the peer coaching effort will be provided to the principal/director in a conference with the teachers involved by June 1. The final *administrative evaluation* will be provided to the teachers by June 15.

## SELF-DIRECTED DEVELOPMENT

### Definition --

Self-directed development is a process in which a tenured teacher develops and carries out a plan for professional growth over the course of a school year, with the approval and supervision of his or her building principal/director. Plans may be highly individualized and may reflect personal objectives, but each plan will have the same general goal: to enhance the teacher's classroom performance. *Examples: action research plan, study groups, etc.*

### Eligibility --

Tenured teachers are eligible for this option. Final eligibility is to be determined by the building principal/director.

### Procedures --

1. A teacher who wishes to participate in self-directed development will present a summary of his/her plan to the building principal/director before October 1.
2. Once the teacher is given preliminary approval, a conference will be held with the building principal/director before October 15.
3. During this conference the "Self-Directed Development Plan" is to be completed; final approval or disapproval of the plan is to be completed by the building principal/director by November 1.
4. At least one conference regarding progress on the plan is to be held before December 15, with a second by March 1.
5. The results of the self-directed development effort will be provided to the principal/director in a conference with the teacher involved and the building principal/director by June 1. The final *administrative evaluation* will be provided to the teacher by June 15.



## ***Attachment A***

### ***Action Research Plan***

"Action Research" is a process of improving student performance based on the formal identification of a question/problem. It will include the gathering of data/information to generate possible solutions. This model is especially useful to support a new program or instructional strategy and can be undertaken individually or in groups. The group will be expected to share information with colleagues from the learning experience.

## ***Attachment B***

### ***Study Group Learning***

"Study Group Learning" is a model of learning for study groups that identifies a goal, problem or issue. This model is an effective means of improving student achievement through such activities as the development and/or revision of curriculum, the design of assessment or programs, involvement in school improvement planning, and/or identification of strategies to implement "best practice" instruction. The individual will be expected to share information with colleagues from the learning experience.

CLASSROOM OBSERVATION/EVALUATION

ONTEORA CENTRAL SCHOOLS

SCHOOL YEAR \_\_\_\_\_

DATE \_\_\_\_\_

TEACHER'S NAME \_\_\_\_\_

SCHOOL \_\_\_\_\_

GRADE/SUBJECT \_\_\_\_\_

TIME/PERIOD \_\_\_\_\_

EVALUATOR \_\_\_\_\_

APPENDIX "B"

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# TEACHER

<b>1. Content Knowledge</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Demonstrates thorough knowledge of subject matter & state & local curriculum.			
B. Plans, designs, & delivers instruction based on the NYS Learning Standards.			
Comments (optional):			
<b>2. Preparation</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Utilizes short & long term planning.			
B. Demonstrates adequate preparation.			
C. Provides planning documentation in a timely manner.			
Comments (optional):			
<b>3. Instructional Delivery</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Utilizes accepted techniques for group instruction including motivation & demonstration.			
B. Encourages active student interaction.			
C. Interacts appropriately with students.			
D. Varies instructional techniques to accommodate a variety of student learning styles.			
Comments (optional):			
<b>4. Classroom Management</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Provides a positive & safe environment for all students.			
B. Provides an environment conducive to learning.			
C. Provides an environment that promotes fairness & mutual respect.			
D. Provides clear, consistent expectations for behavior for all students.			
Comments (optional):			
<b>5. Knowledge of Student Development</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Provides for individual differences.			
B. Demonstrates knowledge of & utilizes a variety of instructional strategies to address student needs.			
C. Demonstrates knowledge of individual student plans & impact on instruction.			
Comments (optional):			

6. Application of Assessments	Accomplished	In Progress	Improvement Plan
A. Utilizes a variation of state & local assessment techniques based upon appropriate learning standards.			
B. Appropriately monitors student progress.			
C. Applies results of assessment to classroom planning.			
Comments (optional):			
7. Collaboration Skills	Accomplished	In Progress	Improvement Plan
A. Develops cooperative relationships with colleagues.			
B. Develops effective collaboration with parents/caregivers.			
Comments (optional):			
8. Reflective Responsive Practice	Accomplished	In Progress	Improvement Plan
A. Reviews instruction practices & makes appropriate adjustments.			
B. Effectively assesses instructional practices.			
C. Seeks out opportunities for professional development & applies new skills in the classroom.			
Comments (optional):			
9. Technology	Accomplished	In Progress	Improvement Plan
A. Demonstrates knowledge & skills to use technology as a teaching & learning tool.			
B. Facilitates the student use of technology to further the learning process.			
C. Integrates technology in teaching, learning, & reporting.			
Comments (optional):			

*Accomplished: Performs at a satisfactory level.*

*In Progress: Successfully working towards accomplished performance.*

*Improvement Plan: A plan established by administrator & unit member to address identified areas.*

# SPEECH, OCCUPATIONAL THERAPIST, PHYSICAL THERAPIST

1. Content Knowledge	Accomplished	In Progress	Improvement Plan
A. Demonstrates thorough knowledge of licensed area.			
Comments (optional)			
2. Preparation	Accomplished	In Progress	Improvement Plan
A. Utilizes short and long term planning.			
B. Demonstrates adequate preparation.			
C. Provides planning documentation in a timely manner.			
Comments (optional)			
3. Delivery	Accomplished	In Progress	Improvement Plan
A. Utilizes accepted techniques of group and/or individual instruction including motivation and demonstration.			
B. Encourages active student interaction.			
C. Interacts appropriately with students.			
Comments (optional)			
4. Management	Accomplished	In Progress	Improvement Plan
A. Provides a positive and safe environment for all students.			
B. Provides an environment conducive to active student participation			
C. Provides an environment that promotes fairness and mutual respect.			
D. Provides clear, consistent expectations for behavior for all students.			
Comments (optional)			
5. Knowledge of Student Development	Accomplished	In Progress	Improvement Plan
A. Provides for individual differences.			
B. Demonstrates knowledge of and utilizes a variety of instructional strategies to address student needs.			
C. Demonstrates knowledge of individual student plans and impact on instruction.			
Comments (optional)			

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<b>6. Application of Assessments</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Utilizes a variety of assessment techniques based upon appropriate standards.			
B. Appropriately monitors student progress.			
C. Applies results of assessment to student planning.			
Comments (optional)			
<b>7. Collaboration Skills</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Develops cooperative relationships with fellow professional staff.			
B. Develops effective collaboration with parents/caregivers.			
Comments (optional)			
<b>8. Reflective Responsive Practice</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Reviews practices and makes appropriate adjustments.			
B. Effectively assesses professional practices.			
C. Seeks out opportunities for professional development and applies new skills in student planning.			
Comments (optional)			
<b>9. Technology</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Demonstrates knowledge and skills to use technology as a teaching and learning tool.			
B. Facilitates the student use of technology to further the learning process.			
C. Integrates technology in data collection and reporting.			
Comments (optional)			

**Accomplished:** Performs at a satisfactory level.  
**In Progress:** Successfully working towards accomplished performance.  
**Improvement Plan:** A plan established by administrator and unit member to address identified areas.

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# SOCIAL WORKER

	Accomplished	In Progress	Improvement Plan
<b>1. Knowledge</b> A. Demonstrates thorough knowledge of professional duties and state regulations. <i>Comments (optional)</i>			
<b>2. Preparation</b> A. Utilizes short and long term planning. B. Adequately maintains records. C. Provides planning documentation in a timely manner. <i>Comments (optional)</i>			
<b>3. Delivery</b> A. Utilizes accepted professional techniques for therapy. B. Encourages active student interaction. C. Interacts appropriately with students. <i>Comments (optional)</i>			
<b>4. Management</b> A. Provides a positive and safe environment for all students. B. Provides an environment conducive to participation <i>Comments (optional)</i>			
<b>5. Knowledge of Student Development</b> A. Provides for individual differences. B. Demonstrates knowledge of and utilizes a variety of instructional strategies to address student needs. <i>Comments (optional)</i>			

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<b>6. Application of Assessments</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Utilizes a variety of professionally accepted techniques.			
B. Appropriately monitors student progress.			
Comments (optional)			
<b>7. Collaboration Skills</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Develops cooperative relationships with fellow professional staff.			
B. Develops effective collaboration with parents/caregivers.			
C. Works collaboratively with other members of assessment team.			
Comments (optional)			
<b>8. Reflective Responsive Practice</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Reviews professional practices and makes appropriate adjustments.			
B. Effectively assesses professional practices.			
Comments (optional)			
<b>9. Technology</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Demonstrates knowledge & skills to use technology as a teaching & learning tool.			
B. Facilitates the student use of technology to further the learning process.			
C. Integrates technology in teaching, learning, & reporting.			
Comments (optional)			

**Accomplished:** Performs at a satisfactory level.  
**In Progress:** Successfully working towards accomplished performance.  
**Improvement Plan:** A plan established by administrator and unit member to address identified areas.

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# GUIDANCE

1. Content Knowledge	Accomplished	In Progress	Improvement Plan
A. Demonstrates thorough knowledge of subject matter and state and local curriculum.			
B. Demonstrates knowledge of post-secondary educational career opportunities.			
Comments (optional)			
2. Preparation	Accomplished	In Progress	Improvement Plan
A. Utilizes short and long term planning.			
B. Demonstrates adequate preparation.			
C. Provides planning documentation in a timely manner.			
Comments (optional)			
3. Delivery	Accomplished	In Progress	Improvement Plan
A. Utilizes professional techniques for academic and inter-personal counseling.			
B. Encourages active student interaction.			
C. Interacts appropriately with students.			
Comments (optional)			
4. Management	Accomplished	In Progress	Improvement Plan
A. Provides a positive and safe environment for all students.			
B. Provides an environment conducive to active student participation			
C. Demonstrates adequate scheduling skills			
D. Provides an environment that promotes fairness and mutual respect.			
E. Provides clear, consistent expectations for behavior for all students.			
Comments (optional)			
5. Knowledge of Student Development	Accomplished	In Progress	Improvement Plan
A. Provides for individual differences.			
B. Demonstrates knowledge of and utilizes a variety of instructional strategies to address student needs.			
C. Demonstrates knowledge of individual student plans and impact on instruction.			
Comments (optional)			

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<b>6. Application of Assessments</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Utilizes a variety of professional techniques based upon state and local requirements.			
B. Appropriately monitors student progress.			
C. Applies results of assessment to student planning.			
Comments (optional)			
<b>7. Collaboration Skills</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Develops cooperative relationships with fellow professional staff.			
B. Develops effective collaboration with parents/caregivers.			
Comments (optional)			
<b>8. Reflective Responsive Practice</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Reviews practices and makes appropriate adjustments.			
B. Effectively assesses professional practices.			
C. Seeks out opportunities for professional development and applies new skills in student planning.			
Comments (optional)			
<b>9. Technology</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Demonstrates knowledge and skills to use technology as a teaching and learning tool.			
B. Facilitates the student use of technology to further the learning process.			
C. Integrates technology in data collection and reporting.			
Comments (optional)			

**Accomplished:** Performs at a satisfactory level.

**In Progress:** Successfully working towards accomplished performance.

**Improvement Plan:** A plan established by administrator & unit member to address identified areas.

# PSYCHOLOGIST

1. Knowledge	Accomplished	In Progress	Improvement Plan
A. Demonstrates thorough knowledge of professional duties and state regulations.			
Comments (optional)			
2. Preparation	Accomplished	In Progress	Improvement Plan
A. Utilizes short and long term planning.			
B. Adequately maintains records.			
C. Provides planning documentation in a timely manner.			
Comments (optional)			
3. Delivery	Accomplished	In Progress	Improvement Plan
A. Utilizes accepted professional techniques for testing and therapy.			
B. Encourages active student interaction.			
C. Interacts appropriately with students.			
Comments (optional)			
4. Management	Accomplished	In Progress	Improvement Plan
A. Provides a positive and safe environment for all students.			
B. Provides an environment conducive to participation.			
Comments (optional)			
5. Knowledge of Student Development	Accomplished	In Progress	Improvement Plan
A. Provides for individual differences.			
B. Demonstrates knowledge of and utilizes a variety of instructional strategies to address student needs.			
Comments (optional)			

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<b>6. Application of Assessments</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Utilizes a variety of professionally accepted assessment techniques.			
B. Appropriately monitors student progress.			
Comments (optional)			
<b>7. Collaboration Skills</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Develops cooperative relationships with fellow professional staff.			
B. Develops effective collaboration with parents/caregivers.			
C. Works collaboratively with other members of assessment team.			
Comments (optional)			
<b>8. Reflective Responsive Practice</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Reviews professional practices and makes appropriate adjustments.			
B. Effectively assesses professional practices.			
Comments (optional)			
<b>9. Technology</b>	<b>Accomplished</b>	<b>In Progress</b>	<b>Improvement Plan</b>
A. Demonstrates knowledge & skills to use technology as a teaching & learning tool.			
B. Facilitates the student use of technology to further the learning process.			
C. Integrates technology in teaching, learning, & reporting.			
Comments (optional)			

**Accomplished:** Performs at a satisfactory level.  
**In Progress:** Successfully working towards accomplished performance.  
**Improvement Plan:** A plan established by administrator & unit member to address identified areas.

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CLASSROOM OBSERVATION/EVALUATION

ONTEORA CENTRAL SCHOOLS

SCHOOL YEAR \_\_\_\_\_ DATE \_\_\_\_\_

TEACHER'S NAME \_\_\_\_\_

SCHOOL \_\_\_\_\_

SIGNATURES:

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

Observer Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal/Director Signature \_\_\_\_\_ Date \_\_\_\_\_

Superintendent of Schools Signature \_\_\_\_\_ Date \_\_\_\_\_

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MEMORANDUM OF AGREEMENT ("hereinafter "MOA")

THIS AGREEMENT is entered into as of the 10<sup>th</sup> day of June, 2003, by and between Onteora Central School District ("Employer") and the Onteora Teachers Association (the Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective June 10, 2003, the Employer and Association agree to the following:

MANDATORY CLAUSES

1. No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971<sup>1</sup>, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and

<sup>1</sup> Explanation for TRS Categories: Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31<sup>st</sup> of the year of retirement. Thus, each a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay, therefore, the Employer's post-retirement payment into the employer's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
3. 403(b) Accounts Employer contributions shall be deposited into the ING Life Insurance and Annuity Company ("ING") 403(b) account of each recipient employee. If the employee does not have an ING 403(b) account, the Employer shall deposit the employer contributions, in the name of the employee, into an ING account established in the employee's name. Agents from ING will be allowed reasonable access to the School District's facilities in order to assist the employees and District's representatives in fulfilling applicable 403(b) legal requirements. Upon the request of the District, the ING agents will assist District's representatives in calculating the annual maximum allowable 403(b) contribution under the *Internal Revenue Code*, based upon salary and payroll information provided to the ING representative by the District. Upon the request of the District, ING agrees to provide the Employer with their standard hold harmless agreement.
  4. Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
  5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
  6. This MOA shall further be subject to the approval of ING, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*.
  7. The Employer is responsible for providing accurate information to ING. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. Before releasing such information to ING, the District will provide the relevant information to the Employee who shall notify the District if the



information is incorrect. The District shall not be liable for any penalties, losses or damages which result from the transmission of information to ING unless the Employee has provided a timely objection to the transmission of such information.

8. Employer Non-Elective Contribution Equal to Termination Pay The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with Article XIX of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than July 15<sup>th</sup>, following the employee's severance date.
9. Early Retirement Incentive The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire no later than March 1<sup>st</sup>. The total amount of Employer's Non-Elective Contribution for each eligible employee shall equal the greater of \$23,000 or one percent (1%) of the final year's salary multiplied by the number of years of District credited service pursuant to Article XVII, Section 1 or 2 of the Collective Bargaining Agreement and shall be made in installments over a period of one year following the year in which the employee severed their employment. The first Employer contribution shall be made in July and the last in December of the year in which the employee's severance occurred. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended.

For Employer

For the Association

By: *Helene R...*

By: *George A. McFarlane*

Dated: *6/18/03*

Dated: *6/10/03*

HOLD HARMLESS AGREEMENT

WHEREAS, the Ontario Central School District (the "Employer") wishes to make available to its employees a program (the "Program") in accordance with the provisions of Section 403(b) the United States Internal Revenue Code of 1986, as amended ("Code") which permits the making of participant elective deferrals, to the extent the participant is employed by the Employer, and employer non-elective contributions ,

WHEREAS, the Employer wishes to make post-retirement employer non-elective contributions to the Program as permitted by the Code for eligible employees, and

WHEREAS, ING Life Insurance and Annuity Company (the "Company") has offered to provide a tax deferred annuity contract intended to satisfy the requirements of Code Section 403(b) for purchase by the Employer on behalf of eligible employees for the Program.

IT IS AGREED AS FOLLOWS (THE "AGREEMENT"):

1. The Company shall provide for purchase by the Employer an annuity contract that meets the definition of an "annuity contract" pursuant to the provisions of Code Section 403(b) and any pertinent federal laws relating to the purchase of such annuity contract(s). Such annuity contract shall be available for purchase by the Employer for any employee, whose eligibility has been determined by the Employer and who participates in the Program.
2. Except as limited by the annuity contract and applicable law, the Company, its agents and representatives shall comply with all pertinent written directives of the Employer regarding the solicitation and enrollment of employees and the purchase of the annuity contract.
3. The Company warrants that it shall perform its duties as the issuer of the annuity contract in a careful, diligent and professional manner and that it will promptly correct any and all errors made by the Company unless such error was a result of the Company's reliance on any information or omission of information provided by the Employer, the employee, or an authorized representative of either of the foregoing. The Company shall hold harmless and indemnify the Employer, its agents, officers and employees when acting on behalf of the Employer, from every claim and demand to the proportionate extent that it results from the negligence or wrongdoing of the Company or any of its representatives acting in that capacity, which may be made by reason of the purchase from the Company of an annuity contract by the Employer on behalf of an employee as authorized by Code Section 403(b).
4. With the exception of any maximum allowable contribution calculations calculated on the basis of inaccurate or inappropriate information provided by the Employer or the employee, the Company shall hold harmless and indemnify the Employer, its agents, officers and employees, from every claim and demand for penalties (including penalties based on State and/or Federal withholding taxes otherwise due) and interest, including reasonable attorney's fees, which may be made by reason of a challenge to the maximum allowable contribution calculation computed by the Company at the direction of either the

employees or the Employer for any employee participating in the Program. The Company's obligation to indemnify and hold the Employer harmless under this Paragraph 4 is not conditioned upon and shall not require a showing of the Company's negligence or wrongdoing.

5. In performing the maximum allowable contribution calculations in connection with the Program, the Company may rely on information provided by the Employer and employee. This information shall include but not be limited to whether the contributions to the Program are elective or non-elective employer contributions, the employee's elective deferrals to all eligible plans (whether or not sponsored by the Employer) in that tax year pursuant to Code Section 402(g), and the employee's includible compensation as defined under Code Sections 403(b)(3) and 415(c).
6. Anything in this Agreement to the contrary notwithstanding, the Company shall neither hold harmless nor indemnify the Employer, its officers, agents, or employees from any claim and demand based upon the negligence, fraud or wrongdoing of the Employer, its officers, agents or employees, nor from any situation where the claim or demand is due to the failure of the Employer to properly discharge its obligations under the Memorandum of Agreement between the Employer and the Teachers' Association.
7. The Company, at its own cost and expense and as allowed by law, shall hold harmless and indemnify the Employer by defending any legal proceeding brought against the Employer or satisfying any legal judgment rendered against the Employer based on any claim or demand allowed under this Agreement as described above. Any liability of the Company under any provision of this Agreement to hold harmless and indemnify the Employer is subject to discharge by the Employer of the conditions precedent that the Employer shall immediately notify the Company in writing within thirty (30) days upon receipt of any such claim or demand and shall permit the Company, at its option, to direct the defense against such claim or demand. It is understood that the Company's liability hereunder shall be limited to actual damage only.
8. The Company reserves the right, upon sixty (60) days' written notice to the Employer to terminate serving as the 403(b) provider and to simultaneously terminate this Agreement. Such termination shall in no manner affect any liability of the Company incurred under this Agreement for acts taken prior to the effective date of such termination.

Date June 26, 2003

Date 6/18/03

[Signature]  
Authorized Officer for Company  
Title: Vice President  
Print Name: Carl D. Stankelber

[Signature]  
Authorized Officer for Employer  
Title:  
Print Name:

DM  
①

APPENDIX "D"

**Ontario Central School District Adoption of  
The State of New York Deferred Compensation Plan**

WHEREAS, the Ontario Central School District wishes to adopt the Deferred Compensation Plan for Employees of the State of New York and Other Participating Public Jurisdictions for the voluntary participation of all eligible employees; and

WHEREAS, the Ontario Central School District is a local public employer eligible to adopt the Plan pursuant to Section 5 of the State Finance Law and

WHEREAS, the Ontario Central School District has reviewed the Plan established in accordance with Section 457 of the Internal Revenue Code and Section 5 of the State Finance Law of the State of New York; and

WHEREAS, the purpose of the Plan is to encourage employees to make and continue career with the Ontario Central School District by providing eligible employees with a convenient and tax-favored method of saving on a regular and long-term basis and thereby provide for their retirement;

NOW, THEREFORE, it is hereby:

**RESOLVED**, that the Ontario Central School District hereby adopts the Plan for the voluntary participation of all eligible employees; and it is further

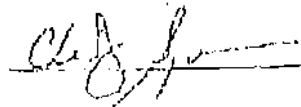
**RESOLVED**, that the appropriate officials of the Ontario Central School District are hereby authorized to take such actions and enter such agreements as are required or necessary for the adoption, implementation, and maintenance of the Plan; and it is further

**RESOLVED**, that the Administrative Services Agency is hereby authorized to file copies of these resolutions and other required documents with the President of the State of New York Civil Service Commission.

Adopted the Third day of November, 2003 at a meeting of the Ontario Central School District Board of Education.

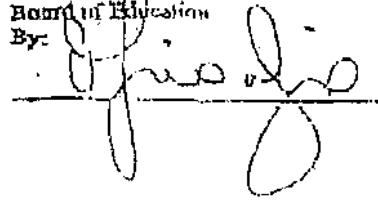
I hereby certify that the Ontario Central School District is a local public employer within the meaning of Section 2 of the State Finance Law and that the adoption of the Plan has received all required approvals of any local governing body or officers and otherwise complies with local law.

Witnessed by:



Ontario Central School District,  
Board of Education

By:



Consent of the Deferred  
Compensation Board of the State of New York  
State of New York to  
Local Public Employer's  
Participation

by: Brenda P. Anderson  
ASA Program Director  
NYS Deferred Compensation Plan

UM  
RD

ONTEORA CENTRAL SCHOOL DISTRICT

0.9%

2012-2013 Salary Schedule A  
Effective Retroactive to 7/1/2012

<u>STEP</u>	<u>BA</u>	<u>MA</u>
1	\$58,109	\$61,264
2	\$59,524	\$62,771
3	\$61,059	\$64,413
4	\$62,592	\$66,054
5	\$64,140	\$67,753
6		\$69,506
7		\$71,250
8		\$72,995
9		\$74,734
10		\$76,486
11		\$78,206
12		\$79,841
13		\$81,483
14		\$83,317
15	\$79,908	\$85,193
16		\$87,285
17		\$89,174
18		\$90,743
19		\$92,405
20		\$96,408
21		\$100,415
22	\$98,793	\$104,419

MAXIMUM SCHEDULE:      BA CREDITS = \$68.00      MA CREDITS = \$131.00  
    BA +36     MA +60  
    INCREMENTS OF 6

Longevity Increment at Step 25 and an additional at Step 28	\$3,619 \$3,619
Bonus for earned Doctorate	\$1,523
Annual stipend for School Psychologist	\$2,331
BA +42 equivalent to MA Schedule	
BA +60 equivalent to MA +12	

*Handwritten initials/signature*

ONTEORA CENTRAL SCHOOL DISTRICT

0.9%

2012-2013 Salary Schedule AA  
 Effective Retroactive to 7/1/2012

<u>STEP</u>	<u>NURSE</u>
1	\$44,515
2	\$45,665
3	\$46,812
4	\$47,958
5	\$49,099
6	\$50,251
7	\$51,383
8	\$52,456
9	\$53,536
10	\$54,740
11	\$55,972
12	\$57,347
13	\$58,588
14	\$59,618

MAXIMUM SCHEDULE: BA CREDITS = \$68.00  
 BA +38  
 INCREMENTS OF 6

BA Degree	\$1,295
Longevity After 15 Years	\$2,345
Longevity After 17 Years	\$1,812
Longevity After 20 Years	\$582
Longevity After 25 Years	\$582

*DM*  
*RD*

ONTEORA CENTRAL SCHOOL DISTRICT

0.5%

2013-2014 Salary Schedule B  
Effective 7/1/2013

<u>STEP</u>		<u>BA</u>		<u>MA</u>
1	Frz	\$58,109	Frz	\$61,264
2		\$59,822		\$63,085
3		\$61,364		\$64,735
4		\$62,905		\$66,384
5		\$64,461		\$68,092
6				\$69,854
7				\$71,606
8				\$73,380
9				\$75,108
10				\$76,868
11				\$78,597
12				\$80,240
13				\$81,890
14				\$83,734
15		\$80,308		\$85,619
16				\$87,721
17				\$89,620
18				\$91,197
19				\$92,867
20				\$96,890
21				\$100,917
22		\$99,287		\$104,941

BA CREDITS = \$68.00

MA CREDITS = \$132.00

MAXIMUM SCHEDULE.

BA +36

MA +60

INCREMENTS OF 6

Longevity Increment at Step 25  
and an additional at Step 28

\$3,637  
\$3,637

Bonus for earned Doctorate

\$1,531

Annual stipend for School Psychologist

\$2,343

BA +42 equivalent to MA Schedule

BA +60 equivalent to MA +12

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ONTEORA CENTRAL SCHOOL DISTRICT

0.5%

2013-2014 Salary Schedule BB  
Effective 7/1/2013

<u>STEP</u>	<u>NURSE</u>
1	\$44,738
2	\$45,893
3	\$47,046
4	\$48,198
5	\$49,344
6	\$50,502
7	\$51,640
8	\$52,718
9	\$53,804
10	\$55,014
11	\$56,252
12	\$57,634
13	\$58,881
14	\$59,916

MAXIMUM SCHEDULE: BA CREDITS = \$68.00  
BA +36  
INCREMENTS OF 6

BA Degree	\$1,301
Longevity After 15 Years	\$2,357
Longevity After 17 Years	\$1,821
Longevity After 20 Years	\$585
Longevity After 25 Years	\$585

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ONTEORA CENTRAL SCHOOL DISTRICT

0.5%

2014-2015 Salary Schedule C  
Effective 7/1/2014

<u>STEP</u>		<u>BA</u>		<u>MA</u>
1	Frz	\$58,109	Frz	\$61,264
2	Frz	\$59,822	Frz	\$63,085
3		\$61,671		\$65,059
4		\$63,220		\$66,716
5		\$64,783		\$68,432
6				\$70,203
7				\$71,964
8				\$73,727
9				\$75,484
10				\$77,252
11				\$78,990
12				\$80,641
13				\$82,299
14				\$84,153
15		\$80,710		\$86,047
16				\$88,160
17				\$90,068
18				\$91,653
19				\$93,331
20				\$97,374
21				\$101,422
22		\$99,783		\$105,466

MAXIMUM SCHEDULE:            BA CREDITS = \$69.00            MA CREDITS = \$133.00  
    BA +36     MA +60  
    INCREMENTS OF 6

Longevity Increment at Step 25 and an additional at Step 28	\$3,655 \$3,655
Bonus for earned Doctorate	\$1,539
Annual stipend for School Psychologist	\$2,355
BA +42 equivalent to MA Schedule	
BA +60 equivalent to MA +12	

*Handwritten initials/signature*

ONTEORA CENTRAL SCHOOL DISTRICT

0.5%

2014-2015 Salary Schedule CC  
Effective 7/1/2014

<u>STEP</u>	<u>NURSE</u>
1	\$44,962
2	\$46,122
3	\$47,281
4	\$48,439
5	\$49,591
6	\$50,755
7	\$51,898
8	\$52,982
9	\$54,073
10	\$55,289
11	\$56,533
12	\$57,922
13	\$59,175
14	\$60,216

MAXIMUM SCHEDULE: BA CREDITS = \$69.00  
BA +36  
INCREMENTS OF 6

BA Degree	\$1,308
Longevity After 15 Years	\$2,369
Longevity After 17 Years	\$1,830
Longevity After 20 Years	\$588
Longevity After 25 Years	\$588

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## SCHEDULE F

<u>ATHLETICS</u>	0.9% <u>2012-13</u>	0.5% <u>2013-14</u>	0.5% <u>2014-15</u>
Baseball - Varsity - Head Coach	\$3,935	\$3,955	\$3,975
Baseball - JV - Head Coach	\$2,953	\$2,968	\$2,983
Baseball - Modified - Head Coach	\$1,196	\$1,202	\$1,208
Basketball - Varsity - Head Coach (Boys)	\$4,779	\$4,803	\$4,827
Basketball - Varsity - Head Coach (Girls)	\$4,779	\$4,803	\$4,827
Basketball - JV - Head Coach (Boys)	\$3,652	\$3,670	\$3,688
Basketball - JV - Head Coach (Girls)	\$3,652	\$3,670	\$3,688
Basketball - Modified - Head Coach (Boys)	\$2,428	\$2,440	\$2,452
Basketball - Modified - Head Coach (Girls)	\$2,428	\$2,440	\$2,452
Field Hockey - Varsity - Head Coach	\$4,078	\$4,098	\$4,118
Field Hockey - JV - Assistant Coach	\$2,953	\$2,968	\$2,983
Field Hockey - Modified - Assistant Coach	\$1,870	\$1,879	\$1,888
Football Varsity - Head Coach	\$5,481	\$5,508	\$5,536
Football Varsity - Assistant Coach	\$4,078	\$4,098	\$4,118
Football Varsity - Assistant Coach	\$4,078	\$4,098	\$4,118
Football JV - Head Coach	\$3,652	\$3,670	\$3,688
Football JV - Assistant Coach	\$3,375	\$3,392	\$3,409
Football JV - Assistant Coach	\$3,375	\$3,392	\$3,409
Football Modified - Head Coach	\$3,163	\$3,179	\$3,195
Football Modified - Assistant Coach	\$2,304	\$2,316	\$2,328
Football Modified - Assistant Coach	\$2,304	\$2,316	\$2,328
Golf - Varsity - Head Coach	\$2,953	\$2,968	\$2,983
Skiing - Varsity - Head Coach (Boys)	\$2,953	\$2,968	\$2,983
Skiing - Varsity - Head Coach (Girls)	\$2,953	\$2,968	\$2,983
Soccer Varsity - Head Coach (Boys)	\$4,498	\$4,520	\$4,543
Soccer Varsity - Head Coach (Girls)	\$4,498	\$4,520	\$4,543
Soccer JV - Head Coach (Boys)	\$3,375	\$3,392	\$3,409
Soccer JV - Head Coach (Girls)	\$3,375	\$3,392	\$3,409
Soccer Modified - Head Coach (Boys)	\$1,870	\$1,879	\$1,888
Soccer Modified - Head Coach (Girls)	\$1,870	\$1,879	\$1,888
Softball - Varsity - Head Coach	\$3,935	\$3,955	\$3,975
Softball - JV - Head Coach	\$2,953	\$2,968	\$2,983
Softball - Modified - Head Coach	\$1,196	\$1,202	\$1,208
Tennis - Varsity - Head Coach (Boys)	\$2,638	\$2,651	\$2,664
Tennis - Varsity - Head Coach (Girls)	\$2,638	\$2,651	\$2,664
Track - Cross Country - Head Coach	\$3,796	\$3,815	\$3,834
Track - Cross Country - Assistant Coach	\$1,438	\$1,445	\$1,452
Track - Modified - Head Coach	\$2,304	\$2,316	\$2,328
Track - Modified - Head Coach	\$2,304	\$2,316	\$2,328
Track - Modified - Assistant Coach	\$1,438	\$1,445	\$1,452
Track - Modified - Assistant Coach	\$1,438	\$1,445	\$1,452
Track - Spring - Head Coach (Boys)	\$4,779	\$4,803	\$4,827
Track - Spring - Head Coach (Girls)	\$4,779	\$4,803	\$4,827
Track - Spring - Assistant Coach	\$3,234	\$3,250	\$3,266
Track - Spring - Assistant Coach	\$3,234	\$3,250	\$3,266
Track - Spring - Assistant Coach	\$3,234	\$3,250	\$3,266
Track - Winter - Head Coach	\$2,953	\$2,968	\$2,983
Track - Winter - Assistant Coach	\$2,638	\$2,651	\$2,664

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Volleyball - Varsity - Head Coach	\$3,652	\$3,670	\$3,688
Volleyball - JV - Assistant Coach	\$2,812	\$2,826	\$2,840
Wrestling - Varsity - Head Coach	\$4,779	\$4,803	\$4,827
Wrestling - JV - Assistant Coach	\$3,375	\$3,392	\$3,409
Wrestling - Modified - Assistant Coach	\$1,940	\$1,950	\$1,960
Cheerleading Advisor - Fall	\$1,726	\$1,735	\$1,744
Cheerleading Advisor - Winter	\$1,726	\$1,735	\$1,744
Weightlifting Advisor	\$2,005	\$2,015	\$2,025

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SCHEDULE G

<u>MISC. SALARY EXPENSES</u>	0.9% <u>2012-13</u>	0.5% <u>2013-14</u>	0.5% <u>2014-15</u>
Announcer	\$71	\$71	\$72
Film/Video	\$71	\$71	\$72
Score Keeper	\$71	\$71	\$72
Ticket Seller	\$71	\$71	\$72
Time Keeper	\$71	\$71	\$72
Detention	\$44	\$45	\$45
In-Service Instructor	\$44	\$45	\$45
Summer Regents	\$44	\$45	\$45
Gifted/Talented	\$36	\$37	\$37
Home Teaching	\$36	\$37	\$37
Summer Curriculum	\$36	\$37	\$37
Athletic Event Nursing Services	\$98	\$98	\$99
Quiz Bowl Matches	\$88	\$88	\$89
School Initiated Overnight Trips	\$101	\$102	\$103

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SCHEDULE H

	0.9%	0.5%	0.5%
	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Class Advisor - Senior	\$2,641	\$2,654	\$2,667
Class Advisor - Junior	\$2,641	\$2,654	\$2,667
Class Advisor - Sophomore	\$832	\$836	\$840
Class Advisor - Freshman	\$832	\$836	\$840
Class Advisor - Eighth	\$832	\$836	\$840
Class Advisor - Seventh	\$832	\$836	\$840
AIS/Chemistry (After School) 1	\$1,894	\$1,903	\$1,913
AIS/HS Regents Scienco (After School) 1	\$1,894	\$1,903	\$1,913
AIS/Earth Science (After School)	\$1,894	\$1,903	\$1,913
AIS/Living Environment (After School)	\$1,894	\$1,903	\$1,913
AIS/Instructor (After School) 1	\$1,894	\$1,903	\$1,913
AIS/Instructor (After School) 2	\$1,894	\$1,903	\$1,913
AIS/Regents Prep (After School) 1	\$1,894	\$1,903	\$1,913
AIS/Regents Prep (After School) 2	\$1,894	\$1,903	\$1,913
AIS/Regents Prep (After School) 3	\$1,894	\$1,903	\$1,913
SAT Prep (After School)	\$1,894	\$1,903	\$1,913
US History Regents Prep (After School)	\$1,894	\$1,903	\$1,913
Musical - Director	\$3,764	\$3,783	\$3,802
Musical - Vocal Coach	\$1,098	\$1,103	\$1,109
Musical - Orchestra Director	\$784	\$788	\$792
Musical - Coordinator	\$471	\$473	\$475
Chamber Ensemble Director	\$1,726	\$1,735	\$1,744
Commencement Orchestra Director	\$315	\$317	\$319
Jazz Ensemble Director	\$1,412	\$1,419	\$1,426
Sound of Jazz - Director	\$1,412	\$1,419	\$1,426
Musical Play Production - Elementary - Bennett	\$784	\$788	\$792
Musical Play Production - Elementary - Phoenicia	\$784	\$788	\$792
Musical Play Production - Elementary - Woodstock	\$784	\$788	\$792
Marching Band Advisor	\$4,674	\$4,697	\$4,720
Marching Band Drill Instructor	\$1,855	\$1,864	\$1,873
Marching Band Color Guard Instructor	\$1,855	\$1,864	\$1,873
Marching Band Percussion Instructor	\$1,855	\$1,864	\$1,873
Art Club Advisor - HS	\$1,659	\$1,667	\$1,675
Art Club Advisor - MS	\$1,121	\$1,127	\$1,133
Belleayre Bash Advisor	\$1,894	\$1,903	\$1,913
Belleayre Bash Assistant Advisor	\$632	\$635	\$638
Computer Advisor - HS	\$4,950	\$4,975	\$5,000
Computer Advisor - MS	\$4,950	\$4,975	\$5,000
Computer Advisor - Bennett	\$4,950	\$4,975	\$5,000
Computer Advisor - Phoenicia	\$4,950	\$4,975	\$5,000
Computer Advisor - Woodstock	\$4,950	\$4,975	\$5,000
Computer Club Advisor	\$1,898	\$1,907	\$1,917
Debating Club - Model Congress Advisor	\$1,309	\$1,316	\$1,323
DECA Advisor	\$4,216	\$4,237	\$4,258
DECA Assistant Advisor	\$1,160	\$1,166	\$1,172
Diversity Club Advisor 1	\$632	\$635	\$638
Diversity Club Advisor 2	\$632	\$635	\$638
Diversity Club Advisor 3	\$632	\$635	\$638
* Drama Club Advisor - MS/HS	\$1,500	\$1,508	\$1,516

*DM*  
*AD*

SCHEDULE H (Cont'd)

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Elementary Resource - Bennett 1	\$1,995	\$2,005	\$2,015
Elementary Resource - Bennett 2	\$1,995	\$2,005	\$2,015
Elementary Resource - Phoenicia 1	\$1,985	\$2,005	\$2,015
Elementary Resource - Phoenicia 2	\$1,995	\$2,005	\$2,015
Elementary Resource - Woodstock 1	\$1,995	\$2,005	\$2,015
Elementary Resource - Woodstock 2	\$1,995	\$2,005	\$2,015
* Elementary Resource - Additional 1	\$1,995	\$2,005	\$2,015
* Elementary Resource - Additional 2	\$1,995	\$2,005	\$2,015
* Elementary Resource - Additional 3	\$1,995	\$2,005	\$2,015
Elementary Rec - Bennett	\$3,328	\$3,345	\$3,362
Elementary Rec - Phoenicia	\$3,328	\$3,345	\$3,362
Elementary Rec - Woodstock	\$3,328	\$3,345	\$3,362
Foreign Language Trip/Exchange Coordinator	\$471	\$473	\$475
Franch Club Advisor - HS	\$1,659	\$1,667	\$1,675
Future Homemakers Advisor	\$1,006	\$1,011	\$1,016
Gay-Straight Alliance Club Advisor 1	\$946	\$951	\$956
Gay-Straight Alliance Club Advisor 2	\$946	\$951	\$956
Gifted/Talented Advisor - HS	\$2,236	\$2,247	\$2,258
Gifted/Talented Advisor - MS	\$2,236	\$2,247	\$2,258
Gifted/Talented Advisor - Bennett	\$2,236	\$2,247	\$2,258
Gifted/Talented Advisor - Phoenicia	\$2,236	\$2,247	\$2,258
Gifted/Talented Advisor - Woodstock	\$2,236	\$2,247	\$2,258
Junior Olympics Coach 1	\$203	\$204	\$205
Junior Olympics Coach 2	\$203	\$204	\$205
Junior Olympics Coach 3	\$203	\$204	\$205
Junior Olympics Coach 4	\$203	\$204	\$205
Math Club Advisor - HS	\$1,659	\$1,667	\$1,675
Math Club Advisor - MS	\$1,121	\$1,127	\$1,133
Math Honor Society Advisor	\$832	\$836	\$840
Mock Trial Advisor A	\$537	\$540	\$543
Mock Trial Advisor B	\$537	\$540	\$543
National Honor Society Advisor 1	\$659	\$662	\$665
National Honor Society Advisor 2	\$659	\$662	\$665
Peer Mediation Advisor 1	\$2,772	\$2,786	\$2,800
Peer Mediation Advisor 2	\$2,772	\$2,786	\$2,800
Quiz Bowl Advisor	\$1,628	\$1,636	\$1,644
SAAD Advisor 1	\$792	\$796	\$800
SAAD Advisor 2	\$792	\$796	\$800
SAVI Club Advisor	\$1,894	\$1,903	\$1,913
SAVI Club Assistant Advisor	\$1,136	\$1,142	\$1,148
School Newspaper Advisor	\$1,211	\$1,217	\$1,223
Science Fair Coordinator - MS	\$537	\$540	\$543
Science Olympiad Coach - HS	\$1,812	\$1,821	\$1,830
Science Olympiad Asst. Coach - HS	\$1,295	\$1,301	\$1,308
Science Olympiad Coach - MS	\$1,812	\$1,821	\$1,830
Science Olympiad Asst. Coach - MS	\$1,295	\$1,301	\$1,308
Senior Citizen Brunch Advisor	\$315	\$317	\$319
Senior Class Play Director	\$2,641	\$2,654	\$2,667
Seventh Grade Trip Coordinator	\$471	\$473	\$475
Spanish Club Advisor - HS	\$1,659	\$1,667	\$1,675
STEP Advisor	\$2,334	\$2,346	\$2,358
Student Affairs Council Advisor - HS	\$1,901	\$1,911	\$1,921
Student Affairs Council Advisor - MS	\$1,901	\$1,911	\$1,921
Student Support Group Advisor	\$1,008	\$1,013	\$1,018

P/M  
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SCHEDULE H (Cont'd)

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Yearbook Advisor - HS	\$2,388	\$2,380	\$2,392
Yearbook Business Manager	\$1,697	\$1,705	\$1,714
Yearbook Advisor - MS	\$1,616	\$1,624	\$1,632
Liaison - Art	\$1,941	\$1,951	\$1,961
Liaison - English	\$3,235	\$3,251	\$3,267
Liaison - Foreign Language	\$3,235	\$3,251	\$3,267
Liaison - Math	\$3,235	\$3,251	\$3,267
Liaison - Music	\$1,941	\$1,951	\$1,961
Liaison - Occup. Ed.	\$1,941	\$1,951	\$1,961
Liaison - PPS	\$3,235	\$3,251	\$3,267
Liaison - Science	\$3,235	\$3,251	\$3,267
Liaison - Social Studies	\$3,235	\$3,251	\$3,267
Dept. Chairs - District Health Coordinator	\$5,048	\$5,073	\$5,098
Dept. Chairs - Music (K-12)	\$6,742	\$6,776	\$6,810
Dept. Chairs - Guidance	\$6,742	\$6,776	\$6,810
Dept. Chairs - Guidance per counselor	\$64	\$64	\$65
** CSE Coordinator - Elementary	\$0	\$0	\$0
** CSE Coordinator - Secondary	\$0	\$0	\$0
District Nursing Coordinator	\$2,439	\$2,451	\$2,463
District Web Master	\$5,941	\$5,971	\$6,001
* ELA Coordinator	\$4,500	\$4,523	\$4,546
Job Coach	\$1,894	\$1,903	\$1,913
Grant Writer	\$3,882	\$3,901	\$3,921
* Math Coordinator	\$4,500	\$4,523	\$4,546
Mentor Coordinator	\$2,523	\$2,536	\$2,549
Middle School Cabinet 1	\$3,235	\$3,251	\$3,267
Middle School Cabinet 2	\$3,235	\$3,251	\$3,267
Middle School Cabinet 3	\$3,235	\$3,251	\$3,267
Middle School Cabinet 4	\$3,235	\$3,251	\$3,267
Middle School Cabinet 5	\$3,235	\$3,251	\$3,267
Middle School Cabinet 6	\$3,235	\$3,251	\$3,267
PPS Coordinator - HS	\$3,882	\$3,901	\$3,921
PPS Coordinator - MS	\$3,882	\$3,901	\$3,921
* Production Account Manager	\$500	\$503	\$506
Theatre Technical Director	\$3,149	\$3,165	\$3,181
* TUFS Advisor	\$1,200	\$1,206	\$1,212

\* Nothing herein requires the District to fill these positions.

\*\* The Association agrees not to challenge the assignment of work formerly done by CSE Coordinators to non-bargaining unit members

*PJM*  
*RD*