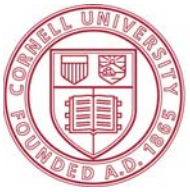

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Mexico Academy & Central School District And Mexico Academy & Cs Faculty Assn

Agreement

between the

Mexico Academy and Central School District

and the

Mexico Academy and Central School Faculty Association

APR 2 5 2002

July 1, 2001 - June 30, 2005

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ARTICLE 1

Preamble and Duration

1.1 Parties to the Agreement

This is an Agreement between the Mexico Academy and Central School District by its Board of Education (herein called, respectively, the "District" and the "Board") and the Mexico Academy Central School Faculty Association (herein called the "Association"). The Agreement is entered into under the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act).

1.2 Duration of Agreement

This Agreement shall become effective as of July 1, 2001 and shall terminate on June 30, 2005.

ARTICLE 2

Recognition and Application

2.1 Recognition and Unit Definition

The Board recognizes the Association as the exclusive collective bargaining agent for all professional employees who are certified by the New York State Department of Education and who are employed on a regular employee basis of at least two full school days per week, or its equivalent, by the District in one of the following job classifications:

1. Elementary, Secondary, and all other Certified Teachers
2. Permanent Substitute School Teachers (i.e., those hired upon initial employment for a specific full-time substitute position for a period of three months or more.)
3. School Nurses
4. School Psychologists
5. School Guidance Counselors
6. School Nurse Teachers
7. Library and Teacher Assistants
8. Attendance Officer
9. Social Worker
10. Licensed Practical Nurse

Article 2.1 (continued)

Excluded from this unit are all administrative employees, principals, assistant principals, athletic director, director of pupil services, teacher aides, all substitutes except those listed in subparagraph 2 above, and all other employees.

2.2 Application of Agreement

This Agreement shall apply to the terms and conditions of employment of the personnel within the negotiating unit defined in Section 2.1; except that in the case of permanent substitute teachers, school nurses, licensed practical nurses, social workers, school psychologists, school guidance counselors, and persons employed on less than a full time basis only the following Articles of the Agreement shall apply: Articles 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 15, 27, 28, and 29. All benefits applicable to persons employed within the defined unit on a regular basis of at least two full school days per week, or its equivalent, but less than full time will be reduced pro rata to conform with the proportion of time such part time employment bears to full time employment.

2.3 Successors and Assigns

This Agreement shall be binding upon the parties hereto and to their successors and assigns, including any other employee organization with whom the employees covered by this Agreement may become affiliated.

ARTICLE 3

Rights of Parties

3.1 Association Rights

During the term of this Agreement, the Association shall have the following rights:

(a.) to exclusively represent the teachers in the unit in negotiations regarding wages, hours, and terms and conditions of employment;

(b.) to represent teachers in the settlement of grievances;

(c.) to membership dues deduction as specified in Article 5, upon presentation of dues deduction and authorization cards signed by individual employees; and

(d.) to unchallenged representation as provided by law. Should a challenge to representation occur, the Taylor Act procedures will be followed.

Article 3 (continued)

3.2 Board Rights

Except as expressly abridged, deleted or modified by a specific term of this Agreement, the Board shall retain all rights, powers, and discretionary authority granted by Law or otherwise residing in the Board as an employer.

ARTICLE 4

Obligations of the Parties

4.1 Obligations of the Association

The Association and the teachers agree that during the term of this Agreement there shall be no strikes, refusals to perform contractual or professional services, or other concerted action which is designed to disrupt the normal operations of the District or the schools; nor shall the Association cause, instigate, or condone any such action.

4.2 Obligations of the District

The District agrees that during the term of this Agreement it shall not engage in an unlawful lockout (including this Agreement) nor shall it discriminate against any teacher with respect to terms and conditions of employment because of that teacher's membership or non-membership in the Association or because of his participation in collective negotiation or because of his/her participation in collective negotiations with the District or because of his/her institution of any grievance under the provisions of this Agreement. During the period of unchallenged representation status, the District further agrees that it will not negotiate with any other organization representing or claiming to represent employees within the negotiations unit covered by this Agreement.

ARTICLE 5

Check-Off of Dues

5.1 Form of Dues Deduction

The Board agrees to deduct from the salaries of teachers within this negotiating unit, membership dues for the Association as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to Mexico Academy and Central School Faculty Association. Teacher authorizations shall be in writing in the form set forth below:

Article 5.1 (continued)

Designation and Payroll Deduction Authorization

(Print) Last Name	First	M.I.	Building

Street	City	State	Zip

TO: Board of Education of_____
School District

Pursuant to Chapter 392, Laws of 1967, I hereby request and authorize you to deduct from my salary and transmit to the Mexico Academy and Central School Faculty Association the dues as certified below: I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice as specified in Section 5.5.

_____ Mexico Academy and Central School Faculty Association

Employee Signature	Date

5.2 Certification of Dues to be Checked-Off

The Association shall certify to the Board in writing the current rate of its membership dues. Any change in the rate of the above membership dues shall be given to the Board thirty (30) days prior to the effective date of such change in dues deduction.

5.3 Time of Deduction

The total annual membership dues for the above designated professional associations, certified as mentioned above, shall be deducted in nineteen (19) equal installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Board with a list of the original signed dues authorization cards of those teachers who have voluntarily authorized the Board to deduct dues for the designated associations.

5.4 Transmittal

The Board of Education shall, following each pay period from which dues deduction is made, transmit the amount so deducted to the Association. Each transmittal shall be accompanied by a list of those members who withdrew payroll deduction authorizations.

5.5 Withdrawal of Authorization

An employee may withdraw his authorization at any time by written notice received by the Board of Education at least two (2) weeks prior to the effective pay period.

5.6 NYSUT Benefit Trust

When authorized in writing by the employee, the school district will deduct from the employee's paycheck an amount designated by the employee for NYSUT Benefit Trust. The District will transmit these monies to NYSUT Benefit Trust.

ARTICLE 6

General Employment Provisions

6.1 Employment Provisions

A. Days of Employment

Teachers covered by this Agreement shall be engaged to serve on a school year basis. School year employment shall start at the opening of school in September and shall continue on school days until the official close of the school year for summer recess.

B. Teacher Work Year

The scheduled teacher work year shall not exceed 186 days. Teachers shall not be required to report to work or to make up lost days in which schools are closed due to an emergency or inclement weather unless the total number of days in any school year fails to meet the State minimum (180) for aidable purposes. Should any emergency or inclement weather days remain unused prior to the Memorial Day recess period, such days shall be used to extend the Memorial Day recess period. The scheduling of the days shall be determined by the Superintendent. The days used to extend the Memorial Day recess period shall not exceed two (2) in number.

Article 6.1 (continued)

C. Teacher Work Day

The teacher work day shall not exceed 7 1/4 hours. Teachers shall continue to provide necessary remedial assistance to students and/or to meet with parents regarding students.

6.2 Termination of Employment or Unpaid Leaves of Absence

A teacher who does not perform all of the services required of teachers during a month shall be reimbursed as follows: if the teacher provides service for half or fewer of the working days in the month, he/she shall be reimbursed at the rate of 1/200th of his/her annual salary for each day he/she works. Similarly if a teacher works more than half of the required working days in a given month, but is absent on other than a paid leave status for the remainder of such working days, a deduction of 1/200th of his/her annual salary shall be made for each day of absence. Proration shall be used for absences of less than a full day.

6.3 New Teacher Workshops

Teachers during their period of probationary appointment with the District shall be available, up to five (5) times during the course of the probationary period on days designated in advance by the District, for staff development training after the conclusion of the regular school day. Such sessions shall last no more than seventy-five (75) minutes.

ARTICLE 7

Professional Rights and Responsibilities

7.1 Private and Personal Rights of a Teacher

It is not the intent of the Board to interfere with the private or personal life of a teacher where such conduct has no effect on the teacher's professional responsibilities to the students or the school system. The Board shall concern itself and take action based on the private and personal life of a teacher only where such private or personal conduct adversely affects the teacher's performance or his relationships with students or the school system.

7.2 Religious or Political Activities

No religious or political activities of any teacher (provided such activities do not take place during working hours, are of a lawful nature, and are not in breach of this Agreement), or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment or promotion of such teacher.

Article 7 (continued)

7.3 Professional Responsibilities

It shall be the direct responsibility of teachers, being the recipients of stated rights under this Agreement to return to the District a thoroughly professional performance of duties. The teacher must constantly be aware of his professional responsibility in all areas directly related to his profession and duties inherent therein.

7.4 Conferences with Administrators

If a conference is to be of a disciplinary or dismissal nature, a teacher shall have the right to have two (2) representatives present at any such conference with any District Administrator.

ARTICLE 8

Professional Salaries

8.1 School Years 2002 - 2005

A. Base salaries for 2001-02 through 2004-05 are as follows. Payment for any graduate hours, longevity, and advanced degrees must be added to the base salary listed on the schedule.

Step	2001-02	2002-03	2003-04	2004-05
1	34,200	35,750	37,500	39,250
2	35,587	37,281	38,874	40,295
3	37,323	38,813	40,068	41,341
4	39,060	40,037	41,037	42,063
5	39,565	40,752	41,975	43,234
6	40,091	41,374	42,698	44,064
7	40,339	41,630	42,962	44,337
8	40,626	41,967	43,352	44,782
9	40,914	42,305	43,743	45,231
10	41,203	42,645	44,138	45,683
11	41,483	42,914	44,395	45,926
12	41,762	43,182	44,650	46,168
13	42,241	43,656	45,119	46,630
14	42,520	44,123	45,779	47,290
15	42,820	44,433	46,099	47,821
16	43,179	44,804	46,482	48,216
17	43,539	45,176	46,867	48,613
18	43,899	45,548	47,251	49,010
19	44,259	45,920	47,635	49,407
20	44,619	46,291	48,019	49,804
21	45,826	47,292	48,806	50,368
22	47,230	48,694	50,204	51,760
23	48,608	50,042	51,518	53,038
24	49,981	51,380	52,819	54,298
25	51,326	52,660	54,030	55,434
26	52,664	53,928	55,222	56,548
27	53,997	55,185	56,399	57,640

Article 8.1 (continued)

B. Graduate hours will be paid at the following rates:

2001-02	Hours 1-48 @ $180/ block of three
	Hours 49-99 @ $255/ block of three
2002-03	Hours 1-48 @ $187/block of three
and	Hours 49-99 @ $265/block of three
2003-04	
2004-05	Hours 1-48 @ $194/block of three
	Hours 49-99 @ $276/block of three

C. All off-step teachers shall receive a salary increase of $2,500 in each year of the agreement.

D. If no new contract has been settled by July 1, 2005, each off step association member shall receive an annual increase of $120 until the contract is settled.

E. Teachers employed as permanent substitutes (i.e. 3 months or longer) for a specific teaching assignment shall receive the beginning teacher's salary plus credit for their applicable credit hours: if so employed for two consecutive years, they shall receive the same raise as a second year teacher. This note does not apply to teachers hired as full time permanent substitutes.

F. Each Guidance Counselor shall be guaranteed a minimum of five (5) days of summer work.

G. Longevity - Teachers who attain twenty (20) or twenty-five (25) years experience credit with the District shall receive a longevity add-on to the applicable base salary as follows:

2001-02	Twenty years	$1,320
	Twenty-five years	$1,320
2002-03 and	Twenty years	$1,373
2003-04	Twenty-five years	$1,373
2004-05	Twenty years	$1,428
	Twenty-five years	$1,428

H. Advanced Degrees - Those teachers who possess Masters degrees shall receive an add-on to their applicable base salary of the following:

2001-02	$1,320
2002-03 and 2003-04	$1,373
2004-05	$1,428

8.2 Guidance Counselors and Speech Pathologists

The annual salaries of guidance counselors and speech pathologists shall be for the period of the regularly scheduled work year of 186 days. Should any days of employment be required of guidance counselors or speech pathologists beyond the regularly scheduled teacher work year they shall be compensated at a rate of 1/186th of their annual salaries for each day worked, with any salary deductions for guidance counselors or speech pathologists at the rate of 186th of their annual salaries. ASHA and licensure dues for Speech Pathologists shall be paid by the District for the duration of this Agreement so long as Speech Pathologists sign-off on their own Medicaid forms.

8.3 Newly Hired Teachers who are granted Experience Credits

Teachers hired by the District with public school teaching experience on or after July 1, 2001, will be granted 1 year of credit for each year of the first ten years of such service. Further, such teachers will be granted one year of service for every two years of public school teaching experience beyond the tenth year of such service. The total years to be granted will not exceed 20.

Credit may also be given for Honorable Military Service (not to exceed two (2) years credit) and related vocational experience (not to exceed five (5) years credit). Whether any, or what amount, credit shall be given for prior military and related vocational experience shall be determined by the Board within its discretion. However, if such experience credit is granted in writing by the Board, the teacher shall retain the experience credit granted for the remainder of the teacher's employment in the District for Longevity pay purposes. Present teachers who are now receiving such experience credit shall continue to receive such credit.

8.4 Salary Credit for Advanced Preparation

Recognition of advanced training shall be granted only upon the presentation of satisfactory evidence in the form of official transcripts for permanent record in accordance with the following rules:

A. Hours taken at an accredited college or university and applied towards a recognized degree in the Teacher's field of employment shall be credited towards salary.

B. Other hours are applicable toward salary only upon prior approval of the Board of Education

C. A teacher lacking certification will be granted salary credit for hours applicable toward certification but not for hours which are not applicable toward certification.

Article 8.4 (continued).

D. Additional educational credit hours above degree shall be credited at the completion of each three (3) hours to a maximum of one hundred (100) hours.

The good of the District will be the guiding factor in granting approval for courses (hours) not in the teacher's assigned field of employment.

E. Salary adjustments for the advanced training shall be made as of October 1 and February 15. Such adjustments shall be prospective only. Adjustments shall be made on the next adjustment date following submission of satisfactory proof of successful completion of the course(s).

8.5 Salary Payments

A. A tentative payday schedule, based on every two weeks, will be completed by the District Clerk prior to April 1 of each year and submitted to the Association's Executive Committee for their suggestions and/or revisions.

B. By teacher option, teachers covered by this Agreement may elect to be paid on a ten or twelve month basis. The twelve month pay adjustment will be paid on the last payday in June. Election must be made before June 30 for the ensuing year.

C. All salary payments shall be delivered to the administrative office of each building for distribution. In case of absence, the payment shall be forwarded to the teacher's place of residence.

8.6 Special Positions and Extra Duties

A. Those teachers who are designated to hold Special Positions or perform Extra Duties shall receive, in addition to their applicable base pay, the amounts shown in the applicable schedule.

B. This payment may be divided by the number of paychecks due the employee for the duration of the extra duty and be paid to the employee in each paycheck during the duty, or paid in its entirety at the conclusion of the responsibility at the discretion of the employee.

C. Any teacher designated by the District as a Child Study Team Leader shall receive an annual one hundred ($100) dollar stipend.

Article 8 (continued)

8.7 Library Assistants/ Teaching Assistants

A. Salary

Teaching and Library Assistants and Attendance Officer shall receive a four percent (4%) salary increase for 2001-02, a four percent (4%) salary increase for 2002-03, a four percent (4%) salary increase for 2003-04, and a four percent (4%) salary increase for 2004-05.

1. Teaching and Library Assistants with a four-year degree and Attendance Officer shall receive a starting salary of $23,722 in 2001-2002; $24,671 in 2002-2003; $25,658 in 2003-2004 and $26,684 in 2004-2005.

and

2. Teaching and Library Assistants without a four year degree shall receive a starting salary of $21,642 in 2001-2002; $22,508 in 2002-2003; $23,408 in 2003-2004; $24,344 in 2004-2005.

Years of accumulated seniority will continue when transferred from other bargaining units. Library Assistants, Teaching Assistants and Attendance Officer shall receive a longevity stipend of $800 in 2001-02, $832 in 2002-03 and 2003-04, and $865 in 2004-05 at 10 years of experience and $1,200 in 2001-02, $1,248 in 2002-03 and 2003-04 and $1,298 in 2004-05 at 20 years of experience in addition to their applicable base salary.

B. Employment Specification - Basic Responsibilities

1. Assistants provide direct instructional service to students in the school setting under the general supervision and guidance of a certified teacher.

2. On occasion Assistants will be required to assist in areas outside the regular domain of their particular job (e.g., bus duty, exam proctoring, etc.). It is agreed that such duties shall be assigned to Assistants on a fair and equitable basis, taking into consideration the availability of <u>all</u> staff members to fill the need. Such duties should not regularly or severely interfere with the employee's primary responsibilities.

3. The District agrees, in principle, that substituting shall not be defined as a primary duty of Assistants. Assistants shall be called upon to substitute for another employee only on an emergency basis when no other substitute is available and when there is sufficient coverage in the primary area of responsibility. If an Assistant substitutes in another area, that Assistant will receive wages based on whatever rate is higher.

Article 8.7.B. (continued)

4. Working Hours - Each Assistant employee will work a seven and one-half hour work day including a lunch break of one-half hour per day for the ten-month period.

   Employees who work eleven-month schedules shall work a seven hour day including lunch during July and August consistent with the other clerical employees. Assistants are entitled to at least two fifteen-minute breaks per day

C. Credit for Advanced Preparation

Recognition of advanced training shall be granted only upon the presentation of satisfactory evidence in the form of official transcripts for permanent records in accordance with the following rules:

1. In-Service Credit shall be given at a rate of $78 for each in-service course. This applies not only to Library Assistants but also to Teaching Assistants without a four (4) year degree.

2. Such courses shall be subject to approval by the Superintendent of Schools before the course is taken.

D. Grievance Procedures

Assistants are eligible for the Grievance Procedure as outlined in Article 25. However, Section 25.3 (Decision and Expenses) shall be changed so that the decision of the arbitrator shall be advisory, not final and binding. The fees and expenses of the arbitrator shall be shared equally by the District and the Association.

8.8 Registered Nurses

A. All Registered Nurses currently employed shall receive a four percent (4%) salary increase for 2001-02, a four percent (4%) salary increase for 2002-03, a four percent (4%) salary increase for 2003-04 and a four percent (4%) salary increase for 2004-05. The new hiring rate for nurses will be 75% of the starting teachers base plus one hundred twenty ($120) dollars for each year of nursing experience. Any nurses currently making less than this starting rate will have their salary improved to this new starting rate.

Article 8.8.A (continued)

Nurses currently employed by the District will each receive five hundred dollars ($500) added to their base in each year of the contract in addition to their annual salary increases. This does not apply to nurses hired after July 1, 1998.

B. All Licensed Practical Nurses shall receive a salary of $14,355 in 2001-02, $14,929 in 2002-03, $15,526 in 2003-04, $16,147 in 2004-05.

C. Longevity - Registered School Nurses and Licensed Practical Nurses shall receive a longevity stipend of $800 in 2001-02, $832 in 2002-03 and 2003-04, and $865 in 2004-05 at 10 years of experience and $1,200 in 2001-02, $1,248 in 2002-03 and 2003-04 and $1,298 in 2004-05 at 20 years of experience in addition to their applicable base salary.

D. School Nurses will be laid off in accordance with their seniority as a School Nurse with the least senior School Nurse to be laid off first. The order of layoff shall be in accordance with the following employment status: Temporary laid off first, Probationary, Permanent laid off last.

Seniority shall be defined as the length of continuous, uninterrupted employment as a School Nurse and/or School Nurse-Teacher. Unpaid leave will not be considered interrupted employment. However, time spent on unpaid leave of absence shall not be credited to seniority. Part-time employment shall be credited on a prorated basis of full-time employment.

A School Nurse who is laid off will be placed on a preferred eligible list and entitled to recall to a permanent part-time, full-time or temporary vacancy in order of seniority with the most senior School Nurse to be recalled first. Preferred list status shall expire seven (7) years from the effective date of layoff.

8.9 Miscellaneous

A. Service of Less than a Full Year

Should a teacher be employed by the Board for a period less than ten (10) months, the salary rate and the service credit of the teacher who has been regularly assigned or who has returned to service, or who has stopped teaching after the opening of the school year, shall be granted one year's service credit for five (5) or more months of regular employment.

B. Allowance for Transportation

An allowance of not less than twenty eight (28) cents per mile for approved travel shall be paid any employee except when traveling in a District vehicle.

Article 8.9.B (continued)

Reimbursement shall be made monthly on a regular voucher check and when available school vehicles must be used for transportation. The District will not pay when a personal car is used by personal choice. Toll charges verified by a receipt will be honored for payment.

ARTICLE 9

Insurance

9.1 Insurance Plan and Premium Payment

A. For those eligible employees as described in the recognition clause, the District shall provide Life Insurance ($5,000.00 per teacher) and Accidental Death and Dismemberment, and Disability Income Benefits plans at benefit levels no less than those in effect during the 1976-77 school year except that the Disability Income Benefit Plan shall be as follows:

1. Monthly maximum income earnings: 60%
2. Length of benefit: age 65
3. Maximum monthly benefit: $3,000

B. Basic Health Insurance

1. The Basic Health Insurance program in effect will be Central New York Health Insurance Trust (or equivalent plan thereto) with the $2,000,000 lifetime master medical limit and the 20% (after meeting annual deductible) prescription drug card.

2. All teachers shall pay 7% of the premium cost of health insurance. All other bargaining unit members shall pay $14 per month for individual coverage and $28 per month for dependent coverage. All employee contributions shall be made through a pre-tax flexible spending (IRS-125) plan.

C. Retirement Health Insurance

1. Effective July 1, 1996 the District will pay 60% of the health insurance premium for individual coverage or it will pay 60% of the health insurance premium for family coverage for 10 years following retirement, for all unit members with a minimum of twenty (20) years of service in the District.

2. For bargaining unit members retiring on or after June 1, 2001, the District will pay 60% of the health insurance premium for individual coverage and for family coverage in retirement for the life of the retiree for all unit members with a minimum of twenty (20) years of service in the District.

9.2 Inactive Employees

The District will cease making premium contributions on behalf of employees (other than those off on accrued sick leave) who are off the active payroll for thirty (30) consecutive school days or more. Subject to the terms and conditions of the policy, such employees may continue their coverage by assuming the full cost of their applicable premium.

9.3 Change of Insurance

The insurance coverage and/or carrier may be changed during the term of this Agreement by the written, mutual agreement of the Board and the Association.

9.4 Retiring Teachers

An employee who retires under provision of the New York State Retirement Program may receive a continuation of the group health insurance plan as described in Section 9.1. If an Association member predeceases his/her spouse, the spouse will be able to continue purchasing health insurance through the District at his/her own expense.

Such retiring employee who is enrolled in the District's health insurance plan may continue such insurance in accordance with Section 9.1.C. of this article. Additionally such employee may also elect to pay the remaining portion of premiums not paid by the District by converting his/her unused sick days to a maximum of 285 days at a rate of $125.00 per day.

If a unit member desires to take such days in cash, in lieu of the health insurance itself and in lieu of utilizing the credit for health insurance purposes, the value of the sick days shall be $40.00 per day.

9.5 Dental Insurance

The District will contribute 100% of the cost of the individual employee's plan for each participating member. Members wishing to participate in family coverage will pay the difference between the family plan cost and the individual plan cost. Retirees may retain coverage in the dental insurance program at their own expense.

The insurance plan and/or carrier may be changed during the term of this Agreement by the written, mutual agreement of the Board and the Association.

9.6 Optional Payment in Lieu of District Coverage

Employees who have health insurance coverage through his/her spouse and elect to opt out of the District's health insurance plan will receive a one time payment equal to 1/3 of one year's annual cost of the premium for the plan in which the employee was enrolled. The employee shall not be

able to join the plan for three years unless there is a death, divorce, or loss of insurance coverage by the spouse in which case the employee can re-enroll without loss of penalty. If the employee elects to rejoin for any other reason, the employee must reimburse the District for the opt out stipend previously paid. This provision is renewable each three (3) year period when the employee shall be eligible for another opt-out bonus payment of 1/3 of one year's annual premium payment.

ARTICLE 10

Tax Sheltered Annuities

Teachers shall be entitled to participate, by individual election, in a tax sheltered annuity plan, payable by salary deduction with a company of the teachers' choice. It is understood that the Business Office will write one summary check per payroll payable to a distributing company for distribution to the annuitant's company. Tax sheltered annuity companies are limited to 15 unless there is a deletion. The number 15 will be constant.

ARTICLE 11

Paid Leaves of Absence

11.1 General

Salary deductions (as defined in Section 6.3) shall not be made when a teacher is absent from work and such absence qualifies as a paid leave of absence under one of the following sections of this Article. This Article applies only to teachers covered by this Agreement who have signed a salary agreement for at least one semester.

11.2 Sick Leave

A teacher shall accumulate sick leave, without salary deduction, at the rate of ten (10) work days per school year. This accumulation shall be credited to the teacher's sick leave account on the first day of the school year. Sick leave shall be subject to the following conditions:

A. Maximum Accumulation

If a teacher does not use the full amount of sick leave accumulated in a given year, the excess shall be carried over and credited to his sick leave account on the first day of the next school year; provided that the total accumulated sick leave credited to a teacher's account shall not exceed 285 days.

Article 11.2 (continued)

B. Sick Leave Credit

An experienced teacher hired by the District may, with the written approval of the Superintendent, receive credit for sick days accumulated in another school in New York State up to 100 days.

C. Use of Sick Leave

Sick leave may be used where the teacher is unable to work for one of the following reasons:

1. Personal illness. A doctor's certificate may be required by the Board as proof of any personal illness in cases of obvious abuse of sick leave; or

2. Leave for illness or death of the teacher's own father, mother, sister, brother, husband, wife, son or daughter or for the death of the respective in-laws, grandparents, grandchildren, aunts and uncles will be taken from personal leave or sick leave, at the discretion of the teacher. Use of leave for family illness shall be limited to three (3) days per occurrence. More days may be granted by the Superintendent.

D. Sick Leave Bank

There shall be established a Sick Leave Bank available to all Instructional Employees. The intention of this Sick Leave Bank is to protect the members from financial burden due to serious illness or injury. It is not intended to be a solution to the problem of exhaustion of a member's sick days. (Note: For the provisions of this article, "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession.)

This bank shall be administered by a committee consisting of two teachers, appointed by the President of the Association, and two administrators, appointed by the Superintendent. This committee shall review and pass upon applications to draw additional sick leave days from the bank that are submitted by the members of the bank. The decisions of this committee shall be final, binding, and not subject to the Grievance Procedure set forth in this Agreement. In the event that the committee cannot reach a decision, they shall confer with the Superintendent, who shall cast the decisive vote based on all available information. Members drawing days from the bank shall provide the committee with a doctor's statement on a monthly basis.

Each member of the staff covered by this Agreement shall have the opportunity to elect to participate in the Sick Leave Bank by filing a signed authorization

Article 11.2.D. (continued)

statement no later than October 1 of each year. A teacher who begins teaching after September 1 will have 30 days from the beginning date of employment in which to sign such authorization.

Each teacher who elects to participate in the Sick Leave Bank shall contribute two days of accrued sick leave during their first year of participation. In subsequent years of participation,. a teacher shall donate those days necessary to maintain the bank above the minimum of one day for each bank member. New participants shall contribute two days initially to join. If, during the school year, the contribution from all other participants would not result in exceeding the maximum of 300 days, each participating teacher shall contribute one day. The number of accumulated days in the Sick Leave Bank shall not exceed 300 days regardless of contributions made by new participants.

A member will not withdraw days from the Bank until his own accumulated sick leave is depleted. In any case, at least the first 30 days of serious illness or injury must be covered by the person's own accumulated sick leave or absence without pay.

Concurrently, with the submission of a written request for additional sick leave, the teacher shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work, and the date of initial incapacitation. In addition, the member shall supply a written report stating the number of accumulated sick days they have remaining on the date the request is submitted, and the number of additional sick days they are requesting. All such forms shall be submitted to the Superintendent, who shall, within five (5) school days, call the Committee into session.

A member shall not be eligible to draw from the bank unless he/she had at least 50% of his/her potential accumulated sick leave available at the time of the occurrence of the illness or injury. This restriction shall not apply to persons who had previously suffered a serious illness or injury, or who used accrued sick leave for child bearing purposes.

A teacher may request any or all of the ninety (90) day maximum offered by the Bank per illness or injury. Necessary additional days up to a total combined request of ninety (90) days may be requested when the original request is for less than the full amount. An employee may again draw days from the Bank for a different illness or injury.

Persons withdrawing from the Bank or leaving the system must leave contributed days in the Bank.

11.3 Personal Leave

A. As of Right of Teacher

A teacher shall be entitled to three (3) personal leave days per school year without salary deduction, without regard to the requirement of a reason provided only that whenever possible notification is given in writing at least two or more school days in advance of the day to be taken and that the taking of such day is consistent with the reasonable manning requirement of the District. Personal leave shall not be used to effect the extension of a recess or holiday period. Therefore, a personal leave day cannot be taken the day immediately before or the day immediately following a recess or holiday period nor may it be taken in any other form of absence whereby the effect would be the same. However, the Superintendent, at his sole discretion, may grant the use of personal leave on the day immediately prior to, or subsequent to recess or holiday period.

B. Personal leave shall not be deducted from sick leave, but personal leave which is not used by a teacher during the school year will be credited to that teacher's accumulated sick leave account.

C. Employees agree that personal leave days are to be used for personal or professional business that cannot be conducted outside regular school hours.

11.4 Job Related Court Procedures

There will be no salary deduction for working time lost because a teacher is required to appear in a court of law in connection with a matter directly related to the professional duties performed by the teacher on behalf of the District. If released from such court while the school day is still in session, the teacher will return to perform assigned duties per the applicable rules and regulations set forth in the Teacher's Handbook. For non-work related court subpoenas the teacher may use personal days and has the option, if personal days are exhausted, of using sick days or taking leave without pay. The Association member will inform the Business Administrator in writing of his/her decision to use sick days or days without pay for this purpose.

11.5 Jury Duty

Teachers who are required to be absent from work to serve as jurors shall be paid for the time actually lost from work. If released while the school day is still in session, the teacher will return to perform assigned duties per the applicable rules and regulations set forth in the Teacher's Handbook. Upon request, the teacher must provide the administration with the statement filed by an official of the court certifying as to the teacher's service as a juror, or appearance in court for that purpose, and the date or dates and hours of attendance. When a teacher receives a notice of call to jury duty, he shall notify the Superintendent, or his designees, on the first school day

following receipt of such notice. Any daily fees or expense allowance provided the teacher shall be retained by the teacher.

11.6 Association Activities

A. The District shall grant leaves of absence, without salary deduction, up to a maximum negotiating unit aggregate of fifteen (15) teacher workdays (this may be increased subject to the prior written approval of the Superintendent and the Board) in any one school year for any Association related meeting or activity with the Superintendent's approval.

B. To qualify for such leave, the Association must give written notification to the Superintendent at least two (2) weeks prior to the event, listing the teacher(s) involved and the school day(s) which will be missed.

C. The Association President shall be relieved of lunch, bus, and detention duty for the purpose of performing the duties of his or her office. In addition, the President shall be relieved during the planning period (and may leave the building) unless other duties are required by the Building Principal.

11.7 Leaves for Educational Conferences, etc.

A. Teachers may be granted leaves of absence, with no salary deductions, for attendance at educational conferences or conventions and visits to other schools or clinics where, in the opinion of the Superintendent, such attendance or visit will benefit the educational programs of this District. It is the Superintendent's prerogative to approve, disapprove, or set conditions on, any request for a leave under this Article as he/she deems in the best interests of the District.

B. Requests for leaves under this Section will be made in writing to the Superintendent. Approvals and disapprovals shall be made to interested parties within a reasonable time after Board action has been taken.

11.8 Bereavement Leave

The District shall grant up to three (3) days per occurrence for death of the teacher's own father, mother, sister, brother, husband, wife, son or daughter, grandfather, grandmother, grandchildren or for the death of the respective in-laws.

ARTICLE 12

Unpaid Leaves of Absence

12.1 Military Leave

Teachers entering military service will be granted those job rights and protection as are required by law for Districts of this size. Any teacher, regardless of his tenure status, who is drafted into military service, will receive from the District a lump sum equal to ten (10) days' pay; provided that such amount shall be deducted from any other like payment that may be required by law. To be eligible for such lump sum payment, the teacher must make written application to the board within six (6) weeks after he is so drafted.

12.2 Peace Corps, VISTA, or Exchange Teacher Programs

A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps, VISTA, or serves as an exchange teacher, and is a full time teacher, will be placed on the salary schedule at the level he would have achieved had he not been on leave. To qualify for return, the teacher must notify the District in writing by March 31st of the school year prior to his scheduled return.

12.3 Election to Public Office

Any teacher duly elected to a full time, paid public office or full time, elected office of New York State United Teachers or National Education Association will be granted, upon written request, a leave of absence up to two (2) years without pay, credit for step increment purposes, and/or other benefits. To qualify for return, the teacher must notify the District, in writing, by March 31st of the school year prior to his scheduled return.

12.4 Child Care and Maternity Leave

A. Any teacher shall be granted, upon written application, an infant child care leave up to two (2) years. Such leave will be granted without pay or increment and shall be granted for a period of up to one year at a time.

B. Child care leave provided for in this subsection shall also be available in cases of adoption and foster care of an infant child.

C. A teacher who becomes pregnant shall be entitled to a leave of absence of up to two (2) years, without pay or increments, up to one year at a time. Application for said leave shall be accompanied by a statement from the teacher's physician confirming her pregnancy. The leave may be for a period of less than one or two years duration so as to conform to the individual circumstances of each case.

Article 12.4 (continued)

D. A pregnant teacher may continue her employment until such time as she is unable to do so without endangering or impairing her physical condition as evidenced by a written statement from the teacher's personal physician. The teacher shall be entitled to use any accumulated sick leave for the period during which she is physically/medically unable to continue her teaching duties because of her pregnancy before she commences her personal leave of absence. In connection therewith, and in order to become eligible for said accumulated sick leave benefits, she may be requested to file with the Superintendent, or his designee, any and all necessary medical evidence establishing the period of medical disability.

Any teachers utilizing an unpaid leave of absence for child care or pregnancy will return to their positions with the District at the beginning of a ten (10) week marking period. Exceptions to the above may be made at the discretion of the Superintendent of Schools.

E. If a teacher has taught at least five (5) consecutive months during the school year in question prior to going on a leave of absence under this section, there will be no pro rate reduction in the ten (10) sick leave days credited to her account for the year at the beginning of the school year. If a teacher has taught less than five (5) months during the school year in question prior to going on maternity leave, then there will be a pro rata reduction in the ten (10) sick leave days credited to her account at the beginning of the year.

12.5 Extended Sickness or Personal Reasons

A teacher, upon written request to the Superintendent, may be granted, subject to the discretionary approval of the Board and upon such terms and conditions as it may set, a leave of absence, without pay, one year at a time, up to a maximum of two (2) consecutive years.

12.6 Placement Upon Return

Upon return from a leave set forth in this Article, a tenured teacher, where practicable and to the extent not inconsistent with the law or applicable rules and regulations, shall be placed in a position comparable to the position held by that teacher prior to the leave. It is understood that this may require displacement of teacher(s) who were moved to fill vacancies caused by the leave.

12.7 Educational Leave

A teacher, upon written request to the Board prior to May 1, will be entitled to an unpaid leave of absence for a period of one full school year for the purpose of advanced education or professional activities or travel, where in each such case, the activity is directly related to their teaching area. No more than four (4) teachers may be on leave under this Section at any one time and no one

Article 12.7 (continued)

teacher may take more than one leave under this Section during any period of ten (10) consecutive years. The terms and conditions relating to insurance and other benefits, including whether or not step movement will be granted, are subject to the discretionary approval of the Board prior to the commencement of the leave.

12.8 Limitation

Excepting military leave, no teacher will be allowed to be on an unpaid leave of absence, or any combination of unpaid leaves of absence, which aggregate in excess of forty percent (40%) of the scheduled school days in any period of ten (10) consecutive school years. At the discretion of the Board, the forty percent (40%) limitation may be exceeded.

12.9 Unpaid Leave and Recess and Holiday Periods

Unpaid leave days cannot be taken the day immediately before or the day immediately following a recess or holiday period except at the discretion of the Superintendent of Schools.

ARTICLE 13

Sabbatical Leaves

13.1 Purposes

A teacher may be granted a sabbatical leave of absence, with or without pay, for a period not to exceed two (2) years for purposes of advanced education, travel, or other professional activities.

13.2 Requests and Review

A teacher desiring such a leave shall file, by March 1st prior to the year in which the sabbatical is to be requested, a written request setting forth information pertinent to the request with the Superintendent. Applications will be reviewed, and a recommendation made by a committee, composed as follows:

1. The President or representative of the Board of Education.
2. The Superintendent or Assistant Superintendent.
3. The President or representative of the MACS Teacher's Association.
4. The Building Principal of the applicant involved.
5. Two teachers appointed by the Superintendent from a list of seven teachers selected by the MACS Teacher's Association.

The committee shall be authorized to consult with administrative and supervisory personnel, and others who might be able to contribute information relative to the applicant's qualifications.

13.3 Board Action

Evaluation of applications for leave under this Article shall be according to the following criteria:

1. Educational value to the school system;
2. Educational value to the individual concerned;
3. Type of research, study, project, program, or travel planned;
4. In cases of equally meritorious applications, length of service in the school system shall be the deciding factor;
5. The teacher should have at least seven (7) years service with the District prior to being granted a sabbatical;
6. The work, project, program, research, study, or travel planned should be within a field, or an allied field in which the teacher has served the District or a field or potential benefit to the District.

It is understood that all decisions and determinations made under this Article shall be within the discretion of the Board as it deems in the best interest of the District.

13.4 Miscellaneous

Applicants shall be notified of the Board's decision within sixty (60) days after the request has been made. In cases where sabbatical leave is denied, the Board at the time of the decision, shall transmit to the applicant, in writing, the reason(s) for the denial. While on sabbatical leave, teachers shall retain full coverage of all fringe benefits and receive credit for credit hours. Salary shall be one-half (1/2) the annual contract salary the teacher would normally receive for the year during which he/she will be on leave for a full year's sabbatical or full salary for a half (1/2) year sabbatical. At the conclusion of a sabbatical leave, a teacher shall return to service with the school system for a minimum period equal to the duration of the leave, and in the event of the teacher's failure to meet this obligation, such monies as have been paid to the teacher by the District while on sabbatical leave shall be repaid to the District on a pro-rata basis, unless the Board waives repayment. This provision shall not apply when, for physical or other reasons beyond his/her control, the teacher is incapable of further service. The number of leaves to be granted simultaneously shall not exceed three percent (3%) of the total teaching staff.

ARTICLE 14

Curriculum Development and Additional Days Worked

14.1 Additional Days Worked

Teachers employed by the District beyond their normal assignment for comparable work of a professional nature, **excluding** summer school, summer reading, curriculum work, and tutoring shall be paid 1/200th of their annual salary for the actual full days assigned and worked beyond their normal work year

14.2 Program and Pay for Summer Curriculum Work

A. It is recognized that K - 12 curriculum development is a continuous process to be carried out at departmental and grade meetings throughout the entire school year. To further develop curriculum proposals outlined during the regular school year, it may be necessary for selected teachers to be employed during the summer months at a rate of $124 per day unless some other rate is agreed to by the President of the Association and the Superintendent. The Board will give consideration to such summer curriculum development work upon the written recommendation of the subject area supervisor, Department Head, or a committee of teachers in the subject area or grades involved. Teachers may apply for such summer curriculum work in writing prior to June 1st of the given year and such application, together with the recommendations of the subject area or immediate supervisor, will be forwarded to the Board for final Board determination.

B. Participation by Unit Personnel. Curriculum planning and development is primarily the responsibility of the District. While, in such respect, the District should seek to obtain teacher involvement and participation, it is not contractually required to do so.

14.3 Summer Reading

Teachers and Assistants hired for the summer reading program shall be paid at the following rate:

Teachers	$500 per week
Assistants certified as teachers	$350 per week
Assistants not certified as teachers	$300 per week

14.4 Tutoring

Tutoring will be paid at the rate of $20.67 per hour.

14.5 Curriculum Rate

Daily	$124.00
Hourly	$20.67

ARTICLE 15

Teaching Conditions

15.1 Grades 9 - 12 Level

High School teachers shall teach no more than three blocks and have one block for planning each day. Teachers will be relieved of hall, lunch, study hall, detention and in-house supervision duties.

Teachers of English, Social Studies, Math, and Science shall have no more than three preparations per semester. High School staff shall not be reduced for the duration of this contract. Modification of this plan may be agreed upon between the Association and the District

15.2 Grades 7 - 8 Level

A. Teachers of Social Studies, English, Science, and Mathematics shall be expected to have no more than three preparations for a school day. In all subject areas, preparation shall be determined by the teacher, department, and administrative decision.

B. No teachers of Social Studies, English, Science, and Mathematics will be expected to teach more than five (5) classes per day. A teacher required to teach a load above this standard shall be paid 1/6 of 1/200th per day of his annual salary for the extra teaching assignment.

C. Should the Middle School modify its schedule to a block or other system, the above conditions may be adjusted with agreement between the building representative and the building principal.

15.3 Elementary School

At the elementary level, no teacher shall have more than the regularly scheduled hours of instruction. During the time when special teachers, such as music, art, physical education, and library, are working with a given class, the regular teacher of that class shall be released except for the time necessary to cooperate with the special teacher. In addition to their 30 minute duty free lunch period, all elementary teachers shall have at least a 30 minute planning period within the student day.

15.4 Supplies

A. Items for every day use, such as tape, staples and stapler, clips, chalk, rubber bands and paper shall be distributed by the office staff upon the request of the individual teacher. Other supplies, such as those for making transparencies, film, filmstrips, and bulletin board materials, must be arranged for through departmental budgeting.

Article 15.4 (continued)

B. Within reasonable limits and conditions, teachers shall have readily accessible, up to date audio visual equipment as well as duplicating and copying facilities and these shall be properly serviced and organized for efficient use. Guidelines for the efficient use of duplicating and copying facilities shall be issued to the teachers.

15.5 General

At the elementary level, teachers shall be relieved of keeping pupil health records, lunchroom supervision, and census checking. They shall be responsible for pupil accounting and reporting attendance to the attendance supervisor by the method established by the Board of Education. At the secondary level, teachers shall be relieved from keeping pupil health records, marking report cards and census checking. Those teachers assigned to homerooms shall be responsible for pupil accounting and reporting attendance to the attendance supervisor by the method established by the Board of Education.

15.6 Class Size and Class Load

While recognizing that final determination of class size and class load is vested in the sole discretion of the Board, the Association and District mutually subscribe to the principle that unduly large classes and unduly heavy class loads are educationally undesirable and should be avoided to the extent consistent with the economic means of the District.

15.7 Parent Conference

The District will provide the equivalent of at least one full day per semester for parent conferences.

15.8 Records Day

The District shall provide elementary and middle school unit members with one half day free from all regular instructional duties during each Regents week (winter, spring) for the purpose of maintaining records, grades, attendance reports, and the like. However, should that day be canceled due to inclement weather or other emergency conditions, the District shall not be required to make up the day.

ARTICLE 16

Personnel Assignment

16.1 Placement

Grade or departmental placement for the following school year shall be tentatively decided upon in conferences between teachers and their school principals or department chairmen during the spring semester, subject to subsequent Board approval. Each teacher will be given a written statement before the end of the school year stating his salary and assignment for the following year. If unforeseen developments arise, teachers shall be notified of any change in assignment, at least thirty (30) days prior to the opening of school. If such unforeseen developments arise within thirty (30) days of the opening of school or during the school year, notification of assignment change will be made as soon as possible. In either of the last two cases involving "unforeseen developments", the Building Principal or Department Chairman shall have a conference with the teacher affected, and if the teacher desires, an Association Representative shall be present. Such a conference shall take place where practicable, prior to any change in a teacher's assignment.

16.2 Vacancies

A. Prior to filling a vacancy which occurs during the school year within a position covered by this Agreement (but including the positions enumerated in Section 2.1), the District shall advise teachers that the Board is considering filling such vacancy either by notifying the President of the Association or by publication in the staff newsletter. Teachers employed by the District who desire to be considered for such vacancies will make written request to be the Superintendent within five (5) school days after the publication or notification. Teachers desiring consideration for a position that might become vacant during summer recess shall make their desires known to the Superintendent prior to the recess in writing.

B. Unsuccessful applicants from present staff, upon written request, shall be granted a personal interview concerning reasons they were not appointed.

C. Nothing in this Article is to be construed as prohibiting the hiring of a qualified person outside the regular staff to fill a vacancy.

16.3 Non-Discrimination

All professional appointments shall be made without regard to age, sex, race, color, religion, nationality or marital status.

16.4 Tenure

A. Tenure areas are defined by part 30 of the Rules of the Board of Regents and such rules shall govern all appointments. Should a unit employee's original appointment list his position as a combination of two (2) or more tenure areas (each constituting at least 40% or more of his/her assignment), the unit employee may acquire tenure in a non-administrative position without having served the probationary period therein of thirty (30) months, unless such employee received tenure in another school district. If he/she requests transfer to a different tenure area, the non-tenured unit employee begins a new probationary period in the new tenure area. Tenured unit employees requesting a transfer to a new tenure area begin a probationary period of two (2) years in the new tenure area.

B. Unit employees shall not suffer loss of tenure or any loss of credit toward tenure in the event the unit employee is reassigned by the Board within a certified area. Unit employees similarly shall not suffer any loss of credit toward tenure because of an approved leave of absence; however, the period of the leave itself shall not be credited towards tenure.

16.5 Transfer to an Administrative Position

In the event that a unit employee requests, and is given a position outside of this bargaining unit, the salary and terms and conditions of employment shall be as determined by the Board.

16.6 Notices

Notice of teachers hired and/or transferred shall be posted in all buildings, and a copy of such a list shall also be forwarded to the President of the Association. The list shall be posted for ten (10) consecutive school days when school is in session, and for fourteen (14) calendar days during vacations. Alternatively, the Board at its discretion, may publish such information no less frequently than once a month during the school year.

ARTICLE 17

Academic Freedom

17.1 Teachers

To the extent that it is consistent with the law, academic freedom for teachers is guaranteed, providing that the orderly operation of the District continues and that the responsible, professional conduct of teachers is not diminished.

17.2 Board

It is understood, however, that the Board must concern itself with the welfare of the pupils, residents, and taxpayers as well as the interests of teachers; and that nothing contained in this Article 17 shall limit the Board in the exercise of its judgment and discretion.

ARTICLE 18

Teacher Evaluation

18.1 Evaluatory Conferences

Teachers shall receive evaluatory conferences with the District Superintendent or his designee according to the following minimum schedule:

A. Tenured Teachers - At least one (1) conference per year preceded by classroom observation by the Superintendent or his designee.

B. Probationary Teachers - At least three (3) conferences per year preceded by classroom observation by the Superintendent or his designee.

The first observation for all teachers shall occur prior to June 1st if at all possible.

18.2 Evaluatory Device(s)

The evaluation form will be reviewed annually by both parties involved, through the Advisory Council, before being used. When a teacher is evaluated by multiple supervisors, the same form shall be used to insure consistency of observation.

18.3 Reports of Evaluatory Conferences

Classroom observations shall be followed by an evaluatory conference within five (5) days of the observation. A report of the evaluatory conference shall be written and placed in the teacher's personnel file within five (5) days of the conference. A duplicate copy shall be given to the teacher at the same time it is sent to his/her personnel file. Any teacher being evaluated shall have an equal opportunity to record a written statement of his/her professional opinion concerning the evaluation itself, or any provision or judgment of said evaluation. Such statement must be filed within five (5) days of receipt of the evaluation (otherwise the right to respond shall be waived) and shall be placed on file with the evaluation in the teacher's professional folder.

18.4 Teacher's Professional Folder

Upon prior request and within a reasonable period of time, the teacher can examine his professional folder to make copies of the materials contained therein and to insert written comments concerning any such materials (except for reference information supplied to the District for the purpose of obtaining employment or promotion; which information will be held confidential). The teacher may make written comment within ten (10) days concerning such information.

18.5 Classroom Visitation

A. The District agrees that classroom interruptions should be kept to a minimum. All staff will attempt to refrain from disturbing classes in session.

B. Teachers welcome classroom visitors, but feel there should be certain guidelines to insure that children's education is not disrupted:

Whenever possible, for classroom visitors:

1. The teacher should be notified in advance of expected visit.
2. Visits should be at least twenty (20) minutes duration.
3. Visitation should be limited to no more than two (2) people per visit.

C. This Article does not apply to school district administrators.

18.6 Just Cause for Tenured Teacher

No tenured teacher will be discharged without just cause. A teacher claiming a violation of this Section may have his or her claim treated as a grievance and processed in accordance with the provisions of Article 27 of this Agreement including binding arbitration pursuant to that Article. It is understood, however, that a teacher electing this option shall have such arbitration in lieu of any other hearing or related rights under the Education Law or other applicable New York State Law.

The foregoing shall not be operative until and unless Section 3020A of the Education law subsequent to July 1, 1978 is repealed or modified in any manner to decrease the protection of a teacher.

18.7 Dismissal of Non-Tenured (Probationary) Teachers

A. Probationary (non-tenured) teachers will be advised as to whether they will be recommended by the Superintendent for re-hire for the next school year by May 1st of the preceding school year.

Article 18.7 (continued)

B. The Superintendent shall notify, in writing, each probationary teacher who he is recommending for termination, at least thirty (30) days prior to the Board meeting at which the recommendation is to be considered.

C. Such teacher shall have until twenty one (21) days prior to the Board meeting at which the Superintendent's recommendation is to be considered, to request, in writing, the reasons for dismissal or termination.

D. The Superintendent shall have until fourteen (14) days prior to the Board meeting at which the Superintendent's recommendation is to be considered, to state the reasons, in writing, for dismissal or termination.

E. The teacher shall have until seven (7) days prior to said Board meeting to file a reply to the Superintendent's reasons with the clerk of the Board of Education who will deliver the reply to the Board at the meeting at which the Superintendent's recommendation is to be considered.

F. It is the intent of the above paragraph to summarize existing provisions of applicable State Law. In the event of a dismissal of a probationary teacher, State Law, as then in effect, shall apply with respect to questions that may arise.

G. It is understood, however, that the Board shall retain sole and exclusive discretion to determine whether a probationary or non-tenured teacher will be terminated or not granted tenure.

18.8 Remediation

When the supervising administrator becomes aware of significant pedagogical inadequacies in a bargaining unit member's performance, e.g. instructional techniques, curricular knowledge, or management abilities during the regular observation procedure, or of other substantiated performance deficiencies, he/she may implement interventions to attempt to correct such deficiencies. Teachers receiving more than one unsatisfactory evaluation by an evaluator may be recommended to the Superintendent for remediation.

For probationary bargaining unit members, intervention, remediation and continued employment shall be at the discretion of the Superintendent or designee.

Once the Superintendent has made the decision to place the bargaining unit member in remediation, the following steps will take place:

A. The supervising administrator shall provide the bargaining unit member with written notice of a conference to be held to place the bargaining unit member in remediation. The bargaining unit member may request the presence of an Association-designated representative, if he/she so chooses.

Article 18.8 (continued)

B. At the conference, the administrator will cite, in writing, the weakness(es) identified, and review the intervention procedure(s) to date, allowing the bargaining unit member to participate in an exchange of information or request clarification where necessary.

C. A four (4) member support team will be established to provide the bargaining unit member with help to overcome the stated weakness(es). The support team shall consist of two members appointed by the Superintendent. The bargaining unit member may select two members from the bargaining unit or two may be appointed by the Association, one of which may be an Association representative if requested by the bargaining unit member. The evaluator may not be on the support team. All recommendations and decisions of the remediation team will be by consensus.

D. After the conference, the support team will initially meet with the bargaining unit member to review the areas of concern and the intervention strategies to date. At this point the support team will identify those areas of concern, based upon information provided by the supervising administrator and the bargaining unit member, so the support team may plan an effective role in remediation efforts.

E. Based on the review identified in subparagraph 4. the team shall develop strategies for the remediation of the problem(s) which may include, but not be limited to, observations by member(s) of the support team, participation in specified staff development activities or workshops, visitations to other classrooms, buildings or districts, or the use of outside consultants. Any additional District expenditures required by the plan must have the approval of the Superintendent.

F. Within ten (10) school days of the initial support team meeting, the remedial action plan will be completed. It will list the strategies to remediate the weakness(es), reasonable timeliness to complete the strategies, and any other resources or personnel needed to accomplish the strategies. When scheduling support team activities, maintaining student contact time shall be a priority.

G. One or more members of the support team should meet at least once each week with the bargaining unit member to review the progress of the remedial action plan.

H. The entire support team will meet at least once each three (3) to four (4) weeks with the bargaining unit member to assess progress and determine other strategies which may be needed. If new strategies are established, they must be written into the remedial action plan, and the procedures outlined in subparagraph 6 above followed.

I. If after three (3) months from the date the first written remedial plan was completed, the bargaining unit member's progress has been insignificant, the Superintendent or designee will require that a new remedial action plan be established. If there is no significant progress after the second remediation the Superintendent reserves the right to freeze the member's salary for the next school year.

J. While the bargaining unit member is in remediation the supervising administrator may make informal observations and make recommendations to the remediation team. After a bargaining unit member completes remediation he or she can be formally observed by an administrator who was on the support team.

K. The supervising administrator or designee may determine at any time that the bargaining unit member should be returned to the normal evaluation process if there has been adequate improvement.

L. This subdivision (18.8) shall be reviewed by Advisory acting upon recommendations made by remediation team members after April of each year of the contract and it may be modified by mutual agreement of the Association and the Board of Education.

ARTICLE 19

Teacher Employment and Recruitment

19.1 Cooperation

Recruitment of teachers, certified where practicable, shall be conducted within the financial and personnel limitations of the District as determined by the Board. The Association shall cooperate and assist the Board in attracting applicants of the highest quality available.

19.2 Interview of Job Candidates

In filling new or vacant teaching positions, the Superintendent shall forward a list of the job applicants to the Department Chairman or School Principal involved and, where practicable, such supervisory personnel shall be given the opportunity of interviewing the applicant and reviewing the applicant's academic or professional records.

19.3 Recommendations and Board Action

The recommendations of the Department Chairman and/or School Principal involved, together with the recommendations of the Superintendent, shall be forwarded to the Board for its consideration prior to final Board action.

ARTICLE 20

Discipline

20.1 Superintendent and the Board

The Superintendent and the Board shall uphold and support legitimate and lawful disciplinary actions taken by teachers acting within the discharge of their duties and within the scope of their employment.

20.2 General Discipline

Discipline is primarily the responsibility of the classroom teacher. A teacher's jurisdiction refers to all Board property. Extreme discipline problems will be referred to the immediate designated supervisor when the classroom teacher has exhausted all reasonable approaches to the problem.

20.3 Extreme Discipline Cases

Reasonable and lawful restraint may be used by a classroom teacher where such restraint is necessary in an extreme case to uphold and maintain proper school order.

20.4 Assault and Battery

A. Reports

Teachers will immediately report, in writing, all cases of assault suffered by them in connection with their employment to their Superintendent. This report will be forwarded to the Board which will comply with any reasonable request from the teacher. The Board will act in appropriate ways as a liaison between the teacher, the police, and the Courts.

B. Defense of Teachers

The Board, to the extent required by law, shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a teacher in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of his duties

Article 20.4 (continued)

within the scope of his employment; provided that the Board shall not be subject to this duty unless such teacher shall, within ten (10) days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original copy of the same to the Board.

ARTICLE 21

Workshops

21.1 Workshop Program

Workshop themes and sessions reflecting the educational needs of the District will be scheduled during the school year to coincide with current educational programs. These workshops, if instituted on a District basis, will be planned and executed by a workshop (Professional Development) committee at both the elementary and secondary levels. The committee shall include up to three (3) Administrators and up to six (6) designees of the Association. During the month of January the Association Executive Committee shall organize the Workshop Committee.

21.2 Half Day Planning

The District will provide one (1) day each semester for elementary planning and District workshops; on a District-wide basis in the morning and elementary planning in the afternoon, with at least one-half (1/2) of each day set aside for elementary planning.

One (1) hour of each one-half (1/2) day for elementary planning shall be set aside solely for the study, discussion and recommendations of teacher concerns at each elementary grade level. The agenda shall be developed by the elementary teachers involved and submitted to the Superintendent of Schools for approval. A written report of the hourly meetings shall be submitted to the Superintendent of Schools by the respective grade level teacher within five (5) days of the meeting.

The planning days shall be exclusive of co-op (county) or BOCES Workshops.

ARTICLE 22

School Calendar

A tentative draft of the annual school calendar shall be submitted to the President of the Association for review and comment; the final determination of the school calendar shall rest with the Board of Education.

ARTICLE 23

Textbook Selection

Textbook changes shall be considered when a majority of the teachers at a given grade level or in a given department deem a change necessary. In order to determine this, sufficient departmental or grade meetings shall be held each year to evaluate textbooks currently in use and to consider whether or not a change is desirable. Requests for changes in textbooks shall be submitted to the Superintendent, or his designee, for his/her recommendation. The Superintendent shall then forward the request to the Board for their consideration and final determination as to whether such change should be affected.

ARTICLE 24

Advisory Committee

24.1 Membership and Meetings

An Advisory Committee shall be formed consisting of up to six (6) teachers designated by the Association, up to three (3) designees for the Superintendent, and up to three (3) designees for the Board. The Advisory Committee shall meet two (2) times each semester during the school year and at such other times as are mutually agreeable.

24.2 Purpose of the Committee

The Advisory Committee shall be for the purpose of allowing the parties to discuss educational and professional issues of mutual concern during the term of this Agreement. At Committee meetings, the Association, through its representatives, may make recommendations orally, or in writing, for transmittal, the Board will notify the Advisory Committee in advance of significant changes in policy it is contemplating which would affect major conditions of employment such as the place of performance of work, and any extension, limitation or curtailment of its schools, staff, or programs, the intent being to allow the Association to make its recommendations to the Board prior to final Board action.

24.3 Chairperson

A Chairperson shall be elected annually by the Committee members at the first meeting of each school year. The Chairperson shall have the responsibility for developing an agenda for each meeting. The agenda shall include any and all items submitted by any one of the Committee members plus any other items the Chairperson feels are appropriate. Should a deadlock develop in the election of a Chairperson, that person shall be selected by a lottery process.

ARTICLE 25

Professional Development

25.1 Mutual Understanding of the District's Professional Development Intent

The District and Association are committed to professional development that targets student achievement and the development of instructional skills that support student learning. In this regard, the District's professional development program and activities will strive to:

- Address individual and organizational development.
- Meet district and school-focused goals.
- Present a clear, coherent plan for the district.
- Focus on student needs and learning outcomes.
- Encourage study of the teaching and learning process.
- Focus on a combination of content-specific skills and adult roles.
- Provide staff with consultation, planning, facilitation and training.
- Create an environment that values professional growth.

The District's Professional Development Plan will acknowledge and support professional development as a regular, ongoing activity for all who work with students. It will be a flexible tool that is subject to revision due to external influences, technological advances, and changing priorities. The Superintendent, in recognition of the fact that improving teachers knowledge and teaching skills results in raising student performance, will allow teachers options, flexibility, and opportunities to take advantage of training offered at various times. In addition to days planned by the building professional development team or other building level groups, the Superintendent will also consider individual alternative proposals.

25.2 Professional Development Contractual Agreements

A. Professional Development Committee: General Purpose, Composition & Decision Making Structure

A Professional Development Committee (PDC) shall be established for the purpose of overseeing professional development activities in the district.

The committee shall be comprised of a maximum of 16 members:

1-2	Board of Education Members
3	Administrators (at least one from the building level appointed by the Superintendent)
10	Instructional Staff (appointed by the Association)

Article 25.2 (continued).

2	High School
2	Middle School
3	Elementary School (one from each building)
1	Special Education
1	Special Area
1	Teaching Assistant
1	Superintendent (ex-officio)

The PDC will establish the operating procedures of the Committee. These procedures may include, but are not limited to, identifying a chairperson, the frequency of meetings, attendance, quorum, timeframes, etc. The PDC will report to the Superintendent.

The PDC will follow a consensus decision-making process, with "consensus" referring to individual PDC decisions that best represent the thinking of all PDC members present. It is a decision acceptable enough for all PDC members to support it and the group facilitator needs to strive for this acceptance level during issue deliberation. It means that all PDC members will support committee decisions completely after a decision has been made. It also means any PDC member can block the decision at the meeting but only by offering a reasonable alternative and that members who habitually block decisions without offering alternatives will be confronted by the group for the good of the group. Consensus does not mean there needs to be a unanimous vote, a majority vote or that everyone has to agree 100 percent during the deliberation process.

B. District-Wide Professional Development

Incorporated in the professional development activities will be state requirements, district priorities, department/grade level needs and other priorities determined through analysis of the annual needs assessment. The Superintendent will apprise the PDC of any mandated professional development topics and the PDC will survey the staff and administration to ascertain other topics for professional development on an annual basis. Included in the plan will be schedules for Superintendents' Conference Days and other professional development activities provided by the district.

C. Independent Professional Development

1. During the Work Day

Professional development is an ongoing process for all members of the professional staff and professional development opportunities will be offered throughout the year. The PDC will create guidelines for what constitutes appropriate independent professional development activities to guide staff members in selecting independent professional development activities. Additionally, these guidelines will provide assistance to the Superintendent and/or

Article 25.2.C (continued).

designee(s) in approving credit/payment for independent professional development activities of the staff, as defined in paragraph D below.

Staff members seeking independent professional development activities that take place during school hours such as workshops, conferences, school visitations, in-service classes, etc., shall seek prior approval at the building level. Staff members participating in such activities shall not receive additional compensation.

2. Outside the Work Day

Staff members may seek prior approval from the Superintendent to participate in professional development activities beyond the regular workday and work year as specified in the following paragraph. In the event that a staff member participates in such an approved activity beyond the required workday or work year, she/he shall be paid at the curriculum writing rate.

To encourage continuing professional development of its staff members, each school year the District will pay for up to 12 hours of independent professional development activities by members at the hourly rate of 1/6 of the daily curriculum rate. To be eligible for payment, the professional development activity must be pre-approved by the Superintendent and/or her/his designee whose decisions will be based upon the guidelines created by the PDC. Hours may be earned in blocks of less than 12, but payment will be made only after the staff member accumulates 6 or 12 hours, or at the end of the year for accumulations fewer than 6 hours. Hours must be completed and requests for payment made before the end of the school's fiscal year (June 30th). Submission of any hours taken between June 15th and June 30th must be made by July 15th. Hours earned in one school year will not carry over to the next year.

D. Professional Development Incentive Program

The PDC will be charged with researching and recommending additional professional development programs that will be incentives for staff members to engage in continuing independent professional development. The PDC will make its recommendations to the Association leadership and to the Superintendent no later than April 1, 2002. The PDC's recommendations will be the basis for negotiating a memorandum of agreement that would place any additional independent professional development incentive program(s) mutually agreed upon by the Association and the District into the Agreement.

ARTICLE 26

Academic Intervention Services

26.1 The District and the Association recognize the importance of Academic Intervention Services (AIS) in the educational program of the Districts' students. Regular classroom teachers will strive to maintain contact with the teacher(s) providing AIS instruction to their students. In order to provide the quality programs that the students need, it is agreed that AIS shall be provided by District teachers certified in the appropriate subject area.

26.2 Teaching Assistants may provide AIS when under the direct supervision of a certified teacher assigned to AIS.

26.3 The District should make every effort to seek teacher volunteers to provide AIS during the school day.

26.4 Any teacher providing AIS during the regular day as a separate assignment shall have that assignment counted as a regular teaching assignment.

26.5 An AIS assignment shall be considered a separate preparation for teachers.

26.6 The District and Association recognize the importance of maintaining a low student/teacher ratio in AIS. The District will strive to maintain student loads of 50 students for a full-time elementary (K-4) assignment, 60 students for a full time Middle School (5-8) assignment and 16 students per block at the high school (9-12) with the opportunity of splitting the block in half if the schedule permits.

26.7 In the event that the District offers AIS outside of the regular workday, no teacher will be assigned without his/her consent.

26.8 Any teacher who does provide AIS outside of the regular workday will be compensated at the rate of $30.00/hour.

26.9 Any teaching assistant who provides AIS outside of the regular workday will be compensated at the rate of $19.50 per hour.

26.10 There shall be an annual review of the AIS program by a joint committee comprised of an equal number of representatives appointed by the Superintendent and by the Association President. Any recommendations from this committee shall be made to the Superintendent.

ARTICLE 27

Grievance and Arbitration Procedure

27.1 Definition of Grievance

A grievance shall be defined as a claim that the District violated an express term of this Agreement.

27.2 Procedure

A grievance may be raised by the Association or by a teacher within the negotiating unit covered by this Agreement. Once raised, the grievance will be resolved by the following procedure:

Step 1 - Informal Stage

A. The grievance shall be first orally discussed between the grievant, who may be accompanied by one elected officer of the Association, and the grievant's immediate supervisor (Department Head or Superintendent). The grievant may also discuss the matter with the Superintendent or his designee.

B. If a grievance affects a group of teachers or appears to the Association to be associated with system-wide policies, it may be submitted by the Association directly at Step 2.

Step 2 - Formal Stage

A grievance which is not resolved in Step 1 shall be submitted in writing on the form set forth in Schedule G to the Superintendent or his designee. The written grievance must be signed by the grievant and set forth the specific claim being made together with a statement of the facts surrounding the grievance. Within two weeks after the submission of the written grievance there shall be a meeting between up to four representatives designated by the Superintendent and up to four representatives designated by the Association for the purpose of resolving the grievance.

Step 3 - Appeal Stage

If the grievance remains unresolved after the Step 2 meeting, the Association may appeal the grievance, in writing, to the Board within two weeks after the Step 2 meeting. The Board shall render a final decision within three weeks after receiving the appeal with, or without, a hearing as it may deem advisable.

Step 4 - Arbitration Stage

If the grievance remains unresolved after the Step 3 decision and if the grievance involves an alleged violation by the District of an express provision of this Agreement, the Association may

submit the grievance, in writing, to the American Arbitration Association (copy to the Superintendent) for arbitration of the grievance in accordance with its Voluntary Labor Arbitration Rules.

27.3 Decision and Expenses

The decision of the arbitrator shall be submitted to the Board and the Association within thirty days after the Hearing and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the proper exercise of the Board's rights and discretion under Law and this Agreement. The fees and expenses of the arbitrator shall be shared equally by the District and the Association.

27.4 Powers of the Arbitrator

The arbitrator shall have no power to add to, subtract from, or change, any of the provisions of this Agreement; nor to render any decision which conflicts with a law, regulation, directive, or other obligation binding upon the District; nor to imply any obligation which is not specifically set forth in this Agreement. Awards may not be retroactive beyond one week prior to the service of the Step 2 written grievance upon the District.

27.5 Time Limits

If a written copy of the grievance was not served on the District within four (4) weeks of the act, occurrence, or event giving rise to the grievance, or if the grievance was not submitted, in writing, to the American Arbitration Association within seventy (70) calendar days after the date of the Step 2 service of the written grievance, the grievance will be deemed waived and there shall be no right to arbitration. The time limits set forth in this Section may be extended only upon the written consent of both parties. Should the Board not adhere to the time limits set in Section 27.2, the Association may proceed to the following Step.

27.6 General Principles

The presentation of grievances by a teacher in accordance with these procedures shall be free from coercion or reprisals; provided that a grievance may not be filed on behalf of a non-tenured teacher under this Section 27.6 concerning dismissal or other Board action taken.

ARTICLE 28

Contract Provisions

28.1 Entire Agreement

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.

28.2 Other Board and Association Rules and Regulations

The provisions of this Agreement shall be incorporated into and considered part of the established policies of both the Board and the Association. It supersedes any rules, regulations or practices of the Board or Association which shall be contrary to or inconsistent with its terms.

28.3 Individual Contracts

Any individual arrangement, agreement or contract made during the period of this Agreement between the Board and individual teacher shall be expressly made subject to and consistent with the terms of this Agreement.

28.4 Savings Clause

Should any term or provision of this Agreement be in conflict with any State or Federal statute or other rule or regulation which is legally binding upon the Board, then such law or rule or regulation shall prevail, and the conflicting term or provision of this Agreement shall be deemed null and void. In such event, however, all other terms and conditions of this Agreement shall continue in full force and effect.

28.5 Copies of Agreement

Copies of this Agreement shall be reproduced at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within one month after its execution or employment if that occurs later.

28.6 Major Changes in Working Conditions

Prior to implementing major changes in working conditions, the District will notify the Association of such intended change and afford the Association the right to discuss such changes and to present its recommendation.

ARTICLE 29

Miscellaneous Provisions

29.1 Teacher Performance

Teachers will perform their assigned duties in a competent and highly professional manner. In addition, teachers will:

A. Continue with course work and keep up to date on new programs, techniques, and research. Teachers should undertake additional training over a period of years: e.g., every three (3) years at least two (2) hours of college credit.

B. Give attendance for reasonable periods of time at District sponsored workshops and faculty meetings. Such meetings or workshops will be mutually planned and pre-scheduled. It is recommended that whenever feasible, teachers will participate in in-service training programs.

C. Be available at least two (2) night a year for parent-teacher conferences.

29.2 General

A. The middle school and senior high school faculties will each develop teacher pools from which chaperones are drawn to supervise all extra-curricular activities for each school.

B. Each department will prepare regular reports of activities, innovations, successful practices, services to the District or children. Such reports will be submitted to appropriate principals.

29.3 Teachers Handbook

The Superintendent, or his designee, shall promulgate, and make available to teachers, a Teachers Handbook which will set forth the rules, regulations and procedures to be followed by teachers in the performance of their duties and for the orderly and efficient operation of the schools. Any changes made by the Superintendent to such Handbook will also be communicated to the teachers.

29.4 Lunch Periods

All unit members shall receive a thirty (30) minute duty free lunch during the course of the school day. Unit members are free to leave the school building during such time but must check in and out of the main office of each building upon departure and return.

Article 29 (continued)

29.5 Credit Union

Teachers, by individual choice, shall be allowed to participate in a Credit Union upon reasonable conditions as determined by the Superintendent after consultation with the Advisory Committee. Payments to the designated credit union may be made by payroll deduction. It is understood that the business office will transmit such monies to the designated credit union.

29.6 Statutory Clause

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.

SCHEDULE F

Extra Duties

All stipends/salaries in this section will be increased by 3% in 2002-03, 3% in 2003-04 and 3% in 2004-05.

	2001-02	2002-03	2003-04	2004-05
Level One:	$4,305	$4,434	$4,567	$4,704
Varsity Football				
Boys & Girls Varsity Basketball				
Varsity Wrestling				
Girls Varsity Volleyball				
Weight Trainer				
Level Two:	$3,499	$3,604	$3,712	$3,823
Boys & Girls Varsity Soccer				
Boys & Girls Varsity Track				
Girls Varsity Softball				
Varsity Baseball				
Assistant Varsity Football				
Varsity Cross Country				
Varsity Swimming				
Level Three:	$2,960	$3,049	$3,140	$3,234
Junior Varsity Football				
Boys & Girls Junior Varsity Soccer				
Boys & Girls Junior Varsity Basketball				
Junior Varsity Wrestling				
Girls Junior Varsity Volleyball				
Assistant Varsity Track				
Junior Varsity Baseball				
Girls Junior Varsity Softball				
Tennis				
Golf				
Diving Coach				
Level Four:	$2,543	$2,619	$2,698	$2,779
Boys & Girls Varsity Bowling				
Junior High Sports				
Cheerleader Coach				

Master Coach

Varsity Coaches and the Athletic Director will reach consensus on the criteria for a Master Coach. The Athletic Director will use that criteria to name Master Coaches. Each Master Coach will receive an additional stipend of $200 in 2001-02, $206 in 2002-03, $212 in 2003-04, and $219 in 2004-05.

	2001-02	2002-03	2003-04	2004-05
Pre-Season pay (weekly)	$185	$191	$197	$203
Post-Season pay (seasonal)	$150	$155	$160	$165

The coaches not eligible for Pre-season pay shall be paid the above Post-season amounts provided that the Post-season extends the season. Post-season shall mean those events where players and/or teams must qualify in order to participate.

The District shall post all coaching vacancies and prior to filing such vacancies shall give first opportunity to certified bargaining unit members.

Other Extra Duty Positions

	2001-02	2002-03	2003-04	2004-05
Department Chairman	$3,708	$3,819	$3,934	$4,052
Department Coordinator	$3,178	$3,273	$3,372	$3,473
Department Leaders	$1,487	$1,532	$1,578	$1,625
Electronic Grading Coor.	$1,800	$1,854	$1,910	$1,967
SYSOP	$2,333	$2,403	$2,475	$2,549

Co-Curricular Activity Stipends

	2001-02	2002-03	2003-04	2004-05
Level One				
High School Band Director	$4,885	$5,032	$5,183	$5,338
Middle School Band Director	$3,500	$3,605	$3,713	$3,824
Yearbook Advisor (High School)	$4,200	$4,326	$4,456	$4,590
Level Two	$2,000	$2,060	$2,122	$2,186
Senior Class Advisor				
High School Chorus Director				
Middle School Chorus Director				
High School Play Director/Drama				
High School Play Director/Musical				
Middle School Play Director				
GAPP Coordinator				
Level Three	$1,200	$1,236	$1,273	$1,311
High School Student Council Advisor				
Middle School Student Council Advisor				
Assistant Band Director-Middle School				
High School Play Assistant Musical Director				
Assistant Play Director (Middle School)				
French Club Advisor				
German Club Advisor				
Spanish Club Advisor				
Winter Guard Director				
Business Leader Advisor (2)				
Junior Class Advisor				
National Honor Society Advisor				
Yearbook Advisor (Middle School)				
High School Newspaper Advisor				
Color Guard Advisor				
Field Band Percussion Director				
Field Band Color Guard Director				
Field Band Color Guard Instructor				
Field Band Dramatics Instructor				
Madrigal Director				

Co-Curricular Activity Stipends (continued)

	2001-02	2002-03	2003-04	2004-05
Level Four	**$700**	**$721**	**$743**	**$765**
Yearbook Assistant				
Freshman Class Advisor				
Sophomore Class Advisor				
Winter Guard Assistants (2.5)				
Assistant Newspaper Advisor				
Assistant Student Council Advisor				
Brass Choir Instructor				
Academic Honor Societies[1]				
Other				
Chaperones (Home and Away)[2]	**$58/69**	**$59.74/ $71.07**	**$61.53/ $73.20**	**$63.38/ $75.40**
Ticket Seller	**$58**	**$59.74**	**$61.53**	**$63.38**
Timer	**$59**	**$60.77**	**$62.59**	**$64.47**
Elementary Chorus	**$300 (one building)**	**$450 (two buildings)**		

[1] Criteria to be developed to allow for payment for 2001-02.

[2] District will pay for chaperones required at major events. The District and Association will develop a list by September 1, 2002.

APPENDIX A

Block Scheduling

A Committee will be established for the purpose of studying Block Scheduling and its implementation in the Mexico School District. There will be an equal number of participants appointed by the District and the Association. The Committee will provide recommendations for the resolution of identified concerns to the Superintendent and Association President by April 1, 2002.

Elementary Teacher/Teaching Assistant Planning Time:

A joint committee will be established that will investigate how to increase elementary teacher planning time and maximize joint planning time between teachers and teaching assistants. This committee will investigate options including, but not limited to, additional staff, additional specials, and increased use of teaching assistants and/or teacher aides. The committee will report to the Superintendent and to the Association by January 1, 2002

Health Insurance Study Committee

The District agrees to facilitate a district-wide task force to investigate changes to insurance coverage. The Association will appoint representatives to the task force. No change will be made without mutual agreement of the parties. The committee may include representatives from other bargaining units in the District. The task force shall provide annual updates to the parties. Recommendations from the task force shall be made to the parties on or before June 30, 2004.

GRIEVANCE FORM

Mexico Academy & Central School Faculty Association

Grievant:

School:

Date:

Statement of complaint of grievant:

Section of contract alleged to be violated:

Statement of facts:

Remedy sought:

_____

Grievant's Signature

_____

Association Representative's Signature

***In Witness Whereof,* the Association and the District, by their duly authorized representative, have executed this Agreement on this 10th day of April, 2002 at Mexico, New York.**

Dated: 4/10, 2002 Mexico Academy and Central School District

By: _____

By: _____

Dated: 4/10, 2002 Mexico Academy and Central School Faculty Association

By: Kathryn E. Perkins

By: Mary Lou Zeiglen

Memorandum of Understanding

Concerning Articles 21 and 25 of the 2002-2005 *Agreement between the Mexico Academy & Central School District and the Mexico Academy & Central School Faculty Association*

This memorandum of agreement is between the Mexico Academy & Central School District by its Board of Education (herein called, respectively, the *District* and the *Board*, and the Mexico Academy & Central School Faculty Association (herein called the *Association*.)

The parties hereby agree that throughout the term of the *Agreement between the Mexico Academy & Central School District and the Mexico Academy & Central School Faculty Association* that runs from July 1, 2001 until June 30, 2005, the language in Article 21.1, *Workshop Program*, will be superseded by the language of Article 25, *Professional Development.*

Additionally, the parties hereby agree that if an elementary grade level chooses to take advantage of the one hour of "study, discussion and recommendations of teacher concerns" provided for in Article 21.2, *Half Day Planning*, the required agenda must be developed by the teachers involved and submitted to the Superintendent of Schools at least 30 days prior to the date of the scheduled professional development day.

This Memorandum of Understanding shall become effective March 22, 2002 and will be effective until the conflict between these articles is resolved through negotiations.

In witness whereof, the Association and the District, by their duly authorized representatives, have executed this Memorandum of Understanding on this 10th day of April 2002.

Dated: 4/10/02

Mexico Academy & Central School District

By: D. Scott Smith

By: [signature]

Dated: 4/10/02

Mexico Academy & Central School Faculty Association

By: Kathryn E. Perkins

By: Mary Lou Zeiger