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Contract Database Metadata Elements

Title: **Jefferson Central School District and Jefferson Teachers Association (2004)**

Employer Name: **Jefferson Central School District**

Union: **Jefferson Teachers Association**

Local:

Effective Date: **07/01/2004**

Expiration Date: **06/30/2008**

PERB ID Number: **5371**

Unit Size:

Number of Pages: **36**

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AGREEMENT

Between The

JEFFERSON CENTRAL SCHOOL DISTRICT

And The

JEFFERSON TEACHERS' ASSOCIATION

July 1, 2004 to June 30, 2008

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ARTICLE I – PREAMBLE

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

ARTICLE II – RECOGNITION

The Board, having determined that the Association is supported by a majority of the teachers in a unit composed of all professional, certified personnel, except the Chief Executive Officer, hereby recognizes the Jefferson Central School Teachers' Association as the exclusive negotiating agent for the teachers in such unit. Such recognition shall continue until such a time as a successful opposition is mounted against it. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.

ARTICLE III – NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final Agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.
- C. All provisions of the current Agreement, although negotiated in good faith to meet the demands of a certain time and condition may be modified, added to, or deleted from, by these negotiations, in relation to our current times and conditions by mutual consent of the parties.

- D. No later than February 1 of the last year of any current contract, the parties will enter into good faith negotiations over a successor Agreement covering the following school year.
- E. Negotiations shall be completed by May 15 of that year or an impasse will be declared.

ARTICLE IV – INSURANCE

A. Health Insurance

Starting in the 1995-1996 school year, new hires shall receive individual coverage or the equivalent amount of dollars towards a Family Plan until tenured (or three [3] years) when they shall become eligible for family coverage at the same rate as other tenured staff.

The School District will provide health insurance for all eligible bargaining unit members at the following rate:

Individual, Family or Supplemental:

<u>School Year</u>	<u>District will pay</u>	<u>Employee will pay</u>
2004-2005	95%	5%
2005-2006	94%	6%
2006-2007	93%	7%
2007-2008	92%	8%

- B. The teachers’ responsibility shall not exceed one thousand dollars (\$1,000) per year for their plan.

The identity of the plan will be: Catskill Area School Employee Benefit Plan.

Premiums for retirees will be paid by the Board at the same rate as paid for active members of the faculty, at the time of one’s retirement.

C. Dental Insurance

Dental insurance will be Prime Blue 1234 provided by Blue Cross/Blue Shield of Central New York. Individual coverage will be paid in full by the Board of Education. If a member desires family coverage, the member will pick up the remainder of the Plan’s cost. If two (2) individuals are from the same family, the Board of Education will contribute the amount equaling two (2) individual plans. Retired unit members may continue in the District’s Dental Plan at their own expense.

D. Cafeteria Plan - IRS 125 Account

A full three (3) part Cafeteria Plan (IRS-125) shall be adopted by the District with the cost being equally divided by the parties.

ARTICLE V – DRUG CO-PAY

The drug co-pays will be for the following amounts:

- Generic drugs five dollars (\$5)
- Name brand drugs ten dollars (\$10)
- Mail order drugs..... zero dollars (\$0)
- Name brand if no generic brand or if Physician will not dispense generic..... five dollars (\$5)

ARTICLE VI – HEALTH INSURANCE BUY-OUT

Employees declining health care coverage, who by written waiver show proof of other health insurance coverage, shall receive a payment of one-half (.5) / fifty percent (50%) of the District’s cost of annual saving. A waiver of health care coverage shall be filed in the employee’s personnel file. Any employee taking the buy-out incentive will be ineligible to change health insurance coverage until the following school year.

Employees who wish to change their status during the school year shall be subject to the enrollment restrictions of the carrier and the payment shall be prorated.

Any employee, currently under the Jefferson Central School District health plan, that reduces their coverage, shall share equally the savings of the reduction with the District. Employees may not upgrade their coverage with the intent of changing later to achieve this shared savings.

The payment for the health insurance buy-out shall be made in the last pay period of the school year.

ARTICLE VII – DENTAL INSURANCE BUY-OUT

Any individual employee currently covered under the District’s dental insurance program, who declines coverage shall share equally in the savings of the reduction with the District.

The payment for the dental insurance buy-out shall be in the last pay period of the school year.

ARTICLE VIII – TEACHER OBSERVATION, EVALUATION AND TENURE

A. Every teacher who is new in this system shall be required to serve a probationary period of not more than three (3) years.

- B. Within three (3) weeks after the beginning of each school year, the Chief School Officer will acquaint each employee directly under his/her supervision with the observation and evaluation procedure, standards, and instruments he/she will utilize. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No observation or evaluation will take place until such orientation has been completed. A new employee or an employee reassigned after the beginning of the school year shall be notified by the Chief School Officer of the evaluation procedures in effect. Such notification shall be within three (3) weeks of the first day of the new assignment.
- C. Probationary teachers shall be observed in the classroom by the Chief School Officer at least three (3) times per year. At least one (1) such observation will take place by the first of December (December 1). The exact time and date of at least one (1) such observation will be made known to the teacher one (1) week in advance.

Tenured teachers shall be observed at least two (2) times a year. All observations shall be conducted openly with full knowledge of the teacher. The use of public address or audio systems or similar devices shall not be used for classroom observation unless agreed to by both the teacher and observer, in advance and in writing. A teacher will be observed up to two (2) extra times at his/her request.

- D. Within five (5) school days following a classroom observation, except in extreme circumstances, the teacher and the observer shall meet to discuss the observation. If any derogatory comments are made either orally, on the form by the observer, or if the observer indicates that improvement is needed in any areas, the teacher and observer shall discuss the problem. If after discussion, the observer still feels that a problem exists, the observer will suggest ways to resolve the problem and improve performance. At the conclusion of the conference, or within five (5) school days after the conference, except in extreme circumstances, the teacher will have the opportunity to respond, in writing, on the form, to the observer's comments. The teacher's signature on the form does not indicate that the teacher necessarily agrees with the observer's comments; only that the teacher has read the observation report and discussed it with the observer. The teacher will be given a copy of the completed form.
- E. Teachers will have the right, upon request, to review the contents of their personnel files and to make copies of any documents contained therein. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
- F. No materials derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Chief School Officer and attached to the file copy.

- G. Any probationary teacher who will not receive tenure will be notified verbally of the situation six (6) months prior to the end of his/her probationary period. Written notification of said denial will be given to that teacher four (4) months prior to the end of his/her probationary period.

ARTICLE IX – SABBATICAL LEAVE

Any teacher who has taught in the system for seven (7) years shall be eligible for sabbatical leave. Leave shall be for one-half (.5) year with full pay or one (1) full year with half pay. Leaves will be granted under established guidelines and at the discretion of the Board and Chief School Officer with input from the Association. These guidelines are stated in the policy book.

ARTICLE X – TEMPORARY LEAVES

A. Sick Leave

Each teacher will be entitled to fifteen (15) days sick leave, except first year teachers who will be granted one and one-half (1.5) sick days per month. Adjustments will be made at severance or at the close of the school year. Such days not used shall have unlimited accumulation. The “Board” reserves the right to require a physician’s certification after five (5) days of continuous absence. If the illness is prolonged, the “Board” may again require a physician’s certificate after thirty (30) days of illness. In the event that the second certification shows a terminal or total disability case, the “Board” may require that the person accept disability retirement, after he/she has used up his/her accumulated sick leave.

B. Family Leave

Each teacher will be allowed ten (10) days per school year for illness in the immediate family. These days will be deducted from his/her sick leave.

C. Bereavement Leave

Each teacher will be granted three (3) days per instance for death in the immediate family. (Additional days may be granted at the discretion of the Chief School Officer.)

D. Personal Leave

The Board will grant each teacher five (5) days of leave per year to be used for personal absence with full pay. The teacher must fill out a request for such absence on a form to be provided by the Board. In the event such absence is of an emergency nature and would prohibit filing of a form, the teacher may contact the Chief School Officer for permission to be absent from his/her duties.

Any unused personal leave at the end of the school year, shall be converted into sick leave.

E. Miscellaneous

Teachers will be entitled to the following absences with pay in addition to the leaves specified above. Such leaves are not to be deducted from sick leave or personal leave.

1. Professional Leave

Not exceeding three (3) professional days for the purpose of visiting other schools or attending meetings of an educational nature upon the approval of the Chief School Officer. Additional days may be granted at the discretion of the Chief School Officer.

The Board will pay the teachers for all approved expenses incurred during attendance at approved conferences. If the school car is not available, the attendee will be reimbursed at the current IRS rate.

2. Legal Obligations

Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the teacher's School System, or for the performance of jury duty will be granted. A teacher taking such leave shall reimburse the School District for any fees he/she receives as a juror or witness.

F. Sick Bank

A Sick Leave Bank will be established and operated by the following regulations:

1. There will be a Board of Directors in charge of executing all business of the Sick Leave Bank.
2. The Board of Directors will consist of two (2) members of the Association, one (1) Board of Education member and one (1) administrator.
3. All Association members will be eligible to participate starting their second (2nd) year of continuing service to the District. Eligible Association members may also choose not to participate in the Sick Leave Bank.
4. Association members who choose to participate must join the Sick Leave Bank by September 30 or by special permission of the Board of Directors. New unit members may join one (1) year after their initial employment date.
5. Voluntary deposits of two (2) days from each Association member's sick leave will be deducted as they enter the Sick Leave Bank. One (1) day per year will be

deducted from the Association member's sick leave until the Sick Leave Bank has a maximum of two hundred (200) days, except as mentioned in number 6 below.

6. If the Sick Leave Bank reaches two hundred (200) days, no Association member who has been a member of the Sick Leave Bank for five (5) years or more shall contribute any more days unless the Sick Leave Bank falls below one hundred fifty (150) days at which time all members will contribute. New members will continue to contribute sick leave days even if the Sick Leave Bank is at two hundred (200) days until they have been members for five (5) years.
7. Any Association member leaving the District will forfeit any days he/she has contributed. If a member of the Sick Leave Bank decides to stop participating, any days contributed shall be forfeited.
8. The Sick Leave Bank will be restricted to illness or injury requiring medical attention and/or hospital care.
9. The Sick Leave Bank will not apply to the situation where Worker's Compensation is applicable.
10. Participating members may only borrow days after their own sick leave time has been depleted.
11. Applications for use of sick days should be submitted as soon as the need becomes apparent, and be signed by the Association member. The application must be accompanied by a Doctor's statement. The Board of Directors may request verification of need for Sick Leave Bank days through its own School Physician.
12. The Board of Directors must reach a decision on a member's application within ten (10) days. All decisions are final.
13. A Sick Leave Bank member may borrow a maximum of sixty (60) days in any one (1) school year (July 1 through June 30). Until such time that the Sick Leave Bank has reached one hundred fifty (150) days, the maximum withdrawal may be limited to twenty-five percent (25%) of the number of days in the Sick Leave Bank.
14. An individual whose illness extends into a second (2nd) year must reapply to the Sick Leave Bank, as per number 13 above – only sixty (60) days in any one (1) school year.
15. All days that remain in the Sick Leave Bank at the end of the year will be carried over into the following school year.
16. Any changes in the rules must be jointly agreed upon by the Association and the Board of Education after submission by the Sick Leave Bank Board of Directors.

17. The Association shall maintain Sick Leave Bank totals and furnish a report to the Superintendent of Schools upon his/her request. An accounting of the number of days in the Sick Leave Bank will be conducted jointly by the Association and the District by July 31 of each year.

G. Leave of Absence

Subject to the approval of the Board, teachers shall be allowed to take a leave of absence without pay or salary increment for a period of up to two (2) years for any reason, provided those reasons are presented in writing to the Board at least ninety (90) days prior to the commencement of such leave. It is understood that a leave of absence may not be refused for pregnancy or child care.

A teacher on leave shall notify the Chief School Officer as to his/her intentions to return to service at least four (4) months prior to the expiration date of the leave. Failure to respond in writing will mean the teacher does not wish to return to service.

H. Benefits

Any unit member on temporary leave will continue to participate in the fringe benefit program at the expense of the employee.

ARTICLE XI – JEFFERSON CENTRAL SCHOOL EXTRA-CURRICULAR ACTIVITIES

JEFFERSON CENTRAL SCHOOL EXTRA-CURRICULAR PAY SCHEDULE

Teachers shall be paid for supervising the extra-curricular activities according to the following schedule. This schedule may change as a result of a Committee which shall be formed, with both parties determining their own members, to make any adjustments needed to the schedule.

ACTIVITY	2004-05	2005-06	2006-07	2007-08
Grade 7 Advisor	507	527	548	570
Grade 8 Advisor	507	527	548	570
Freshman Class Advisor	507	527	548	570
Sophomore Class Advisor	546	567	590	614
Junior Class Advisor	712	740	770	801
Senior Class Advisor	863	898	934	971
Community Service/Senior Class Advisor	1872	1947	2025	2100
Junior Honor Society Advisor	510	531	552	575
Honor Society Advisor	670	698	725	755
Student Senate Advisor	760	789	821	854
Yearbook Advisor	2430	2527	2628	2733
Cheer Leading Advisor	1305	1357	1412	1469
Athletic Director	2200	2289	2380	2471

Play Director	1342	1395	1451	1509
Band Director	1864	1934	2015	2096
Varsity Baseball	2335	2428	2525	2626
Modified Boys Baseball	1511	1572	1634	1700
Softball	2335	2428	2525	2626
Modified Girls Softball	1511	1572	1634	1700
Varsity Soccer	2475	2574	2677	2784
Modified Boys Soccer	1615	1680	1747	1817
Modified Girls Soccer	1615	1680	1747	1817
Varsity Boys Basketball	3214	3342	3476	3615
Junior Varsity Boys Basketball	2530	2632	2737	2846
Modified Boys Basketball	1946	2024	2105	2189
Varsity Girls Basketball	3214	3342	3476	3615
Junior Varsity Girls Basketball	2530	2632	2737	2846
Modified Girls Basketball	1946	2024	2105	2189
Varsity Golf	1008	1048	1090	1134
Internal Fund	1415	1472	1531	1592
Scorers	\$15.60/game	\$16.22/game	\$16.87/game	\$17.55/game
Ticket Taker	\$15.60/game	\$16.22/game	\$16.87/game	\$17.55/game
Detention Monitor	\$14.58/hr	\$15.16/hr	\$16.87/hr	\$16.40/hr
Timers	\$15.60/game	\$16.22/game	\$16.87/game	\$17.55/game
Shot Clock Timer	\$15.60/game	\$16.22/game	\$16.87/game	\$17.55/game
* Chaperone	\$23.35/hr	\$24.28/hr	\$25.25/hr	\$26.26/hr

* Chaperones will be paid at the hourly rate shown for a maximum of three (3) hours.

Coaching Longevity

Unit members who have coached for seven (7) or more years shall receive two hundred dollars (\$200) added to their regular coaching salary. Longevities shall be paid each year.

The activities listed above will be paid according to the pay scale shown. These jobs will be offered first to members of the (bargaining unit) but if no member of the (bargaining unit) volunteers to perform the activity, the position may be filled by a member of the community. These jobs are to be offered to qualified personnel, if available. The Board may choose to negotiate any extra-curricular activity position not filled by a current professional teaching staff member.

There shall be a Committee established to adjust the number of points given to each activity. The Committee shall only move points from one activity to another, it may not add more points. The Superintendent shall have final approval on any and all changes to the Activity Schedule.

ARTICLE XII – COMMUNITY SERVICE / SENIOR CLASS ADVISOR

The Community Service/Senior Class Advisor shall be paid according to the chart above. This position may be divided equally by two (2) teachers. Or it can be classified as one (1) Community Service Advisor (78% pay) and a Senior Class Advisor (22% pay).

A job description will be made by the current Community Service/Senior Class Advisor and approved by the Superintendent of Schools.

ARTICLE XIII – SALARY PROVISIONS

A. Appointment

New appointed teachers shall be placed anywhere on the salary scale, but in no event shall be hired at a higher rate than a current member of the unit based on experience and graduate credit.

B. In-Service Courses

Teachers shall be paid for in-service courses on the same basis as college courses. The teacher must have prior approval from the Chief School Officer.

C. Graduate Credit

Graduate credit will be at the rate of twenty-five dollars (\$25) per credit hour submitted prior to July 1, 1983, and at the rate of thirty-five dollars (\$35) per credit hour for courses submitted after July 1, 1983 up to a maximum of sixty (60) hours. Credit hours submitted after July 1, 1983 must have administrative approval for reimbursement. Salary adjustments for graduate credit will be made in September of each year only. For all new credits obtained after the 2000-2001 school year, the graduate credit will be at the rate of forty dollars (\$40) per credit hour.

D. Increments

Each teacher will automatically advance one (1) step on the schedule for each year of service to the District.

E. Master's Degree

Teachers holding a Master's Degree will be paid three hundred dollars (\$300) in addition to graduate hour payments. Any teacher that holds a Master's Degree obtained after the 2000-2001 school year shall be paid five hundred dollars (\$500) in addition to graduate hour payment.

F. Longevity Increment

In addition to their salaries, unit members shall receive the following longevities added to their base salaries:

At the start of:

Eight (8) years of service – six hundred dollars (\$600).

Sixteen (16) years of service – six hundred dollars (\$600).

Twenty-four (24) years of service – six hundred dollars (\$600).

Thirty-two (32) years of service – six hundred dollars (\$600).

Longevities are cumulative, but shall be removed prior to a salary increase and then added back in.

The District shall pay a longevity increment of .33% (.0033) of the yearly salary multiplied by the number of years of service in the District based upon the following provisions. The following is an additional non-cumulative longevity increment to those stated above:

1. The amount shall be paid only once during the teacher's career.
2. The teacher must have completed at least nineteen (19) years of service in the District.
3. The teacher and the Chief School Officer shall agree by May 1, one (1) year prior to when the increment is to be made.

G. Retirement Incentive

A retirement incentive shall be available to teachers who have at least fifteen (15) years of full-time career service in the Jefferson Central School District, subject to the following conditions:

1. The employee must notify the Chief School Officer of his/her election to exercise the early retirement option in writing. Notice must be made by April 1 of his/her final year of service.

Should New York State offer a Statewide retirement incentive and the District implements the incentive, the employee shall have his/her option of which incentive to take. The employee may utilize either the local or State (if available) but not both. Should the State offer, and the District accepts, a retirement incentive, the date of April 1 shall be waived to correspond to the New York State incentive.

2. The employee may retire any time he/she is eligible to retire under the New York State Teacher's Retirement System, as long as the above conditions have been met.

3. The retirement incentive shall be ten thousand dollars (\$10,000) plus twenty-five (25) per sick day up to a maximum of two hundred (200) days.
4. The retiree shall have the option of receiving their retirement incentive upon retirement or receiving the incentive the first week in January following their retirement.

H. Coordinators

All District appointed Coordinators will receive an annual stipend of the following:

Coordinators	2004-05	2005-06	2006-07	2007-08
Grades K-4 Math	\$520	\$540	\$562	\$585
Grades 5-12 Math	520	540	562	585
Grades K-4 Science/Computer	520	540	562	585
Grades 5-12 Science/Computer	520	540	562	585
Grades K-4 ELA	520	540	562	585
Grades 5-12 ELA	520	540	562	585
Grades K-4 Social Studies	520	540	562	585
Grades 5-12 Social Studies	520	540	562	585
Grades K-12 CDEP	1,000	1,040	1,082	1,125
Arts in Education	520	540	562	585
Minds Over Matter	520	540	562	585
504	520	540	562	585
Mentors	520	540	562	585

The CDEP Coordinator shall request, through the Superintendent of Schools, professional curriculum days when needed for the above Coordinators or Teachers.

An outline of the Coordinator's Yearly Activities shall be attached to the stipend requisition form. Stipend to be paid in the last check of the year.

I. Instructional Duties

Teachers volunteering or assigned to instructional duties will be paid at the rate of twenty dollars (\$20) per hour.

JEFFERSON CENTRAL SCHOOL SALARY SCHEDULE 2004-2008

Step	2004 - 05	2005 - 06	2006-07	2007 - 08
1	\$32,220	\$33,178	\$34,359	\$35,571
2	\$32,669	\$33,640	\$34,834	\$36,060
3	\$33,118	\$34,102	\$35,309	\$36,549
4	\$33,566	\$34,563	\$35,784	\$37,038
5	\$34,016	\$35,025	\$36,259	\$37,526
6	\$34,465	\$35,487	\$36,733	\$38,015
7	\$34,992	\$35,949	\$37,209	\$38,504
8	\$35,550	\$36,516	\$37,684	\$38,993
9	\$36,138	\$37,190	\$38,317	\$39,482
10	\$36,673	\$37,895	\$39,008	\$40,056
11	\$37,257	\$38,445	\$39,730	\$40,764
12	\$37,856	\$39,096	\$40,296	\$41,504
13	\$38,479	\$39,762	\$40,964	\$42,087
14	\$39,059	\$40,452	\$41,697	\$42,773
15	\$39,541	\$41,049	\$42,357	\$43,525
16	\$40,347	\$41,645	\$42,971	\$44,204
17	\$41,224	\$42,474	\$43,580	\$44,836
18	\$41,988	\$43,476	\$44,433	\$45,460
19	\$42,767	\$44,262	\$45,461	\$46,338
20	\$43,571	\$45,063	\$46,270	\$47,393
21	\$45,603	\$45,790	\$47,094	\$48,225
22	\$46,584	\$47,880	\$47,845	\$49,073
23	\$48,556	\$48,789	\$49,996	\$49,849
24	\$49,245	\$50,818	\$50,934	\$52,062
25	\$50,137	\$51,526	\$53,021	\$53,031
26	\$51,562	\$52,444	\$53,749	\$55,178
27	\$54,288	\$53,534	\$54,693	\$55,928
28	\$55,398	\$56,338	\$55,776	\$56,900
29	\$56,507	\$57,479	\$58,660	\$58,101
30	\$57,619	\$58,620	\$59,835	\$61,069
31	\$58,727	\$59,764	\$61,008	\$62,278
32	\$59,835	\$60,903	\$62,185	\$63,486
33	\$60,948	\$62,044	\$63,357	\$64,697
34	\$61,260	\$63,188	\$64,531	\$65,904
35	\$62,355	\$63,509	\$65,708	\$67,111
36	\$63,013	\$64,636	\$66,038	\$68,323
37	\$63,221	\$65,312	\$67,197	\$68,662
38	\$64,293	\$65,526	\$67,893	\$69,855
39	\$65,365	\$66,628	\$68,113	\$70,571
40	\$66,437	\$67,731	\$69,247	\$70,798

It should be understood that these are base salaries and do not include longevity increments.

J. Mentors

1. Mentors shall be paid their per diem rate for their attendance at all required training, and the initial orientation for all new teachers.
2. Mentors shall be compensated as indicated on the “Coordinators Chart” found on Page 12 of this contract.
3. Any other required attendance outside of the school day shall be paid at the per diem rate.

ARTICLE XIV – TAX SHELTERED ANNUITY

The District shall allow payroll deductions for Tax Sheltered Annuities. The parties agree to a limit of five (5) different institutions for such purposes. At any point, when one (1) or more of the institutions are not being used by the current staff, additional institutions may be added, as long as the total number does not exceed five (5).

ARTICLE XV – RETIREMENT BENEFIT FORM

The District will provide a Retirement Benefit Form (Appendix 1). This form shall be filled out and signed by both parties prior to the employee’s retirement. To be eligible for the retirement benefit form, an employee must have fifteen (15) years of continuous service to the Jefferson Central School District.

ARTICLE XVI – GRIEVANCE PROCEDURE

A. Section I – Declaration of Purpose

Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board of Education (hereinafter referred to as “The Board”) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the Courts.

B. Section II – Definitions

1. A Grievance is a claim by any teacher or group of teachers based upon any event or condition affecting their welfare and/or terms and conditions of employment.

2. The Chief School Officer is the Superintendent of the School District and is therefore responsible for the area in which an alleged grievance arises.
3. Association shall mean the Jefferson Central School Teachers' Association.
4. Aggrieved Party shall mean any person or group of persons filing a grievance.
5. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
6. Grievance Committee is the Committee created and constituted by the Association.
7. Days shall mean school days as designated on the current school calendar.

C. Section III – Procedures

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of the law, this Agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events of conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievances and the redress sought by the aggrieved party.
2. Except for informal decisions at Stages 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of facts, conclusions, and supporting reasons thereof. Each decision shall be promptly transmitted to the teacher and Association.
3. The preparation and processing of grievances, insofar as practical, shall be conducted after the hours of employment. All reasonable effort will be made to avoid involvement of students in any phase of the grievance procedure.
4. The Board and Association agree to facilitate any investigation which may be required and to make available any and all public material and relevant documents, communications, and records concerning the alleged grievance.
5. Except as otherwise provided in this Article; Section IV, paragraphs 5 (a) and 5 (b), an aggrieved party and any party in interest shall have the right at all Stages of grievance to confront and cross examine all witnesses called against him/her to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every Stage of this grievance procedure.
6. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the Grievance

Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

7. Forms for filing grievances, serving notices, taking appeals and making reports and recommendations, and other necessary documents will be developed by the Association, approved by the Board. The Association shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants in the Central Office.
9. Nothing contained herein will be construed as limiting the rights of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
10. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers shall be finally determined by any Court to be contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
11. The Chief School Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communication, minutes and/or notes of testimony as the case may be written arguments and briefs considered at all levels other than Stage 1A and all written decisions of all Stages. Official minutes will be kept at shared expense of all proceedings in Stages 2 and 3, and a copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two (2) days after the conclusion of hearings at Stages 2 and 3, and advise the Chief School Officer of any error in said minutes. Any such claim of error in the minutes shall become a part of Official Grievance Record and the Chief School Officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board but shall not be deemed a public record.
12. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any matter, impair or limit the right of any teacher to pursue any other remedies available in any other form.

D. Section IV – Time Limits

1. 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 voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in policy which affects wages, hours, or any other conditions of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association in writing at least two (2) weeks in advance that it is considering such a change. The Association will have the right to respond to the proposed change and present their views to the Board prior to Board action on the proposed change.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available Stage within twenty (20) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one Stage is not appealed to the next Stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any Stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives or the Association within the specified time limit shall permit the lodging of an appeal at the next Stage. The time limit for this appeal starts one (1) day after the last day the respondent had to provide a timely decision.
5. Stage 1 – Chief School Officer
 - a) A teacher having a grievance will discuss it with his/her Chief School Officer directly with the objective of resolving the matter informally.
 - b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the Chief School Officer. Within five (5) school days after the written grievance is presented to him, the Chief School Officer shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher.
 - c) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Part B and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration. If deemed meritorious by the Association, the grievance shall be moved to the appeal stage within twenty (20) school days.

- d) Within ten (10) school days after receipt of the appeal, the Chief School Officer, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representatives and all other parties in interest.
- e) The Chief School Officer shall render a decision in writing to the teacher, the Grievance Committee or its representative, and all other parties in interest within five (5) school days.

Stage 2 – Board of Education

- a) If the teacher and the Association are not satisfied with the decision at Stage 1, the Grievance Committee will file an appeal in writing with the Board of Education within five (5) school days after receiving the decision at Stage 1. The Official Grievance Record maintained by the Chief School Officer shall be available for the use of the Board of Education.
- b) Within ten (10) days after the receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session.
- c) Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

Stage 3 – Arbitration Board

- a) After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the School System, it may submit the grievance to an arbitration board. The board is to be formed from one (1) person designated by the Association, one (1) person designated by the Board, and one (1) person chosen by the two (2) people so designated by the interested parties. If within ten (10) days, the two (2) people selected cannot agree upon the third person, the PERB will be asked to appoint the third person. Written notice of such an appeal shall be presented to the Board in writing within five (5) school days of the decision of Stage 2.
- b) The cost of services for the arbitration board, including expenses, if any, will be borne equally by the Board and the Association.
- c) Both parties agree that the decision of the arbitration board shall be final.

ARTICLE XVII – MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practice of the Board which shall be contrary or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Any individual arrangement, agreement, or contract between the Board and any individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If any individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling. Should the Board deem it necessary to hire above Step, the Association shall be notified thereof with reasons for same.
- C. If any provision of the Agreement or any application of the Agreement to any teacher or group of teachers shall be contrary to law, then such provision or application shall be deemed not valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of the Agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within three (3) weeks after its execution or employment if that occurs later.
- E.
 - 1. Any work presently being done by members of our bargaining unit will not be subcontracted to anyone who is not a member of the bargaining unit.
 - 2. The Board will not endeavor to diminish the scope of the school program. However, in the event of a substantial drop in enrollment and/or extreme economic conditions the Board will confer with the Association on any proposed program cutbacks and/or staff reductions in the bargaining unit.
 - 3. No later than July 15, any teachers affected will be notified of any course changes from the previous year's curriculum.
- F. Unit members will not normally be assigned to cover study halls or other supervisory duties. If a clear need arises the Chief School Officer may assign teachers to such duties after consultation with the affected unit members.
- G. The District will honor a request for a specific substitute when possible. No teachers will be asked to assume the students of an absent teacher except in an emergency.
- H. Tuition shall not be charged to any unit member wishing to have their children attend the Jefferson Central School District. Children of teachers will be able to attend the Jefferson Central School District tuition free, providing that they do not displace any Jefferson Central School District resident students. The District shall not provide transportation.

ARTICLE XVIII – CLASSROOM VISITATIONS

In order to establish and maintain a professional teaching and learning atmosphere, classroom visitations by non-certified, non-school personnel will be formatted as follows:

- A. Be arranged through the Chief School Officer's office forty-eight (48) hours prior to the proposed visitation.
- B. Be arranged with prior approval by the teacher granting the visitation.
- C. A teacher option will be a conference prior to and following the visitation, to be attended by teacher, Chief School Officer, and visitor.
- D. The teacher reserves the right to invite a third party (Jefferson Teachers' Association member, Chief School Officer) to participate in classroom visitation.
- E. The above can be waived by the individual teacher.


ARTICLE XIX – ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)

See Appendix 2.

DURATION OF AGREEMENT

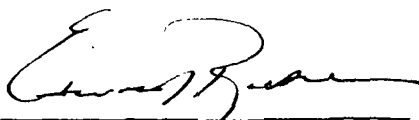
This Agreement shall be effective as of July 1, 2004 and shall continue in effect through June 30, 2008.

FOR THE ASSOCIATION

By: 
Chairperson, Negotiations Committee
Jefferson Teachers' Association

8-16-05
Date

FOR THE BOARD

By: 
Superintendent of Schools
Jefferson Central School District

8/15/05
Date

APPENDIX 1 – RETIREMENT BENEFIT FORM

**JEFFERSON CENTRAL SCHOOL DISTRICT
RETIREMENT BENEFIT FORM**

The following benefits shall be provided to employees upon retirement.

Employee Name _____

Letter of retirement on file Yes | No

Date of Letter ____ / ____ / ____
Month Day Year

HEALTH INSURANCE COVERAGE (Check One)

____ Individual ____ Family ____ Supplemental

Your health insurance premium cost will be:

____ % Paid by the District ____ % Paid by the Retiree

These premiums may change from year to year but the percentage paid by the District and Retiree shall not change.

RETIREMENT ALLOWANCE

This allowance will be paid as part of the final fiscal year prior to retirement and shall be ten thousand dollars (\$10,000) plus sick days at twenty dollars (\$20) per day (up to a maximum of two hundred [200] days) = \$ _____.

Should the Jefferson Central School District merge, be absorbed, consolidate or dissolve this document will remain in place.

I have received the above information and agree with its contents.

Employee

District

Date

Date

APPENDIX 2 - APPR ANNUAL EVALUATION FORM FOR TEACHERS

Teacher: _____

Grade: _____ Date: _____

<p>Instructional Delivery — The teacher shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans that result in student learning.</p>	Exceeds Standard	Meets Standard	Needs Improvement (Teacher Improvement Plan not needed.)	Create a Teacher Improvement Plan
<p>Indicators:</p> <ul style="list-style-type: none"> ▪ Implements effective teaching strategies; ▪ Uses instructional time effectively; ▪ Promotes high expectations for students and demonstrates enthusiasm for teaching and learning. 	<p>Comments:</p>			

<p>Preparation — The teacher shall demonstrate appropriate preparation employing necessary pedagogical practices to support instruction.</p>	Exceeds Standard	Meets Standard	Needs Improvement (Teacher Improvement Plan not needed.)	Create a Teacher Improvement Plan
<p>Indicators:</p> <ul style="list-style-type: none"> ▪ Demonstrates appropriate preparation for classroom instruction incorporating NYS learning standards; ▪ Utilizes varied resources effectively; ▪ Sets clear goals and objectives with sequential steps for their attainment. 	<p>Comments:</p>			

Teacher: _____

Grade: _____ Date: _____

Content Knowledge — The teacher shall demonstrate a thorough knowledge of subject matter and curriculum.	Exceeds Standard	Meets Standard	Needs Improvement (Teacher Improvement Plan not needed.)	Create a Teacher Improvement Plan
Indicators: <ul style="list-style-type: none">▪ Demonstrates current, accurate knowledge of curriculum subject matter;▪ Helps students understand a broader knowledge base (presents multiple points of view, integrates learning with other subject area content, etc.)	Comments:			

Classroom Management — The teacher shall demonstrate classroom management skills supportive of diverse student learning needs, which create an environment conducive to student learning.	Exceeds Standard	Meets Standard	Needs Improvement (Teacher Improvement Plan not needed.)	Create a Teacher Improvement Plan
Indicators: <ul style="list-style-type: none">▪ Manages student behavior in an appropriate manner;▪ Organizes classroom environment to promote learning.	Comments:			

Teacher: _____

Grade: _____ Date: _____

Student Assessment — The teacher shall demonstrate that he or she implements assessment techniques that are based on appropriate learning standards.	Exceeds Standard	Meets Standard	Needs Improvement (Teacher Improvement Plan not needed.)	Create a Teacher Improvement Plan
---	-------------------------	-----------------------	--	--

Indicators: <ul style="list-style-type: none">▪ Provides students with timely evaluative feedback;▪ Uses varied forms of assessment including those that prepare students for state mandated tests;▪ Keeps accurate records of student progress and shares information with students, parents, and administrators as appropriate.	Comments:
--	------------------

Collaboration — The teacher shall demonstrate that he or she develops effective collaborative relationships with students, parents and caregivers as needed, and appropriate support personnel to meet the learning needs of students.	Exceeds Standard	Meets Standard	Needs Improvement (Teacher Improvement Plan not needed.)	Create a Teacher Improvement Plan
---	-------------------------	-----------------------	--	--

Indicators: <ul style="list-style-type: none">▪ Demonstrates positive interpersonal relations with students;▪ Demonstrates positive interpersonal relations with staff;▪ Demonstrates positive interpersonal relations with parents;▪ Assumes responsibilities outside the classroom as related to school;▪ Follows the policies and procedures of the school district.	Comments:
--	------------------

Teacher: _____

Grade: _____ Date: _____

Student Development — The teacher shall demonstrate knowledge of student development and appreciation of diversity and regular application of developmentally appropriate instructional strategies.	Exceeds Standard	Meets Standard	Needs Improvement (Teacher Improvement Plan not needed)	Create a Teacher Improvement Plan
Indicators: <ul style="list-style-type: none">▪ Provides opportunities for individual differences;▪ Motivates students appropriately;▪ Provides instruction that is developmentally appropriate, challenging and accurately paced.	Comments:			

Reflective and Responsive Practice — The teacher shall demonstrate that practice is reviewed and effectively assessed and appropriate adjustments are made on a continuing basis.	Exceeds Standard	Meets Standard	Needs Improvement (Teacher Improvement Plan not needed)	Create a Teacher Improvement Plan
Indicators: <ul style="list-style-type: none">▪ Demonstrates a commitment to professional growth;▪ Acknowledges a need for improvement;▪ Considers educational initiatives and methodologies professionally.	Comments:			

APPR EVALUATION FORM FOR TEACHERS

EVALUATOR: _____ DATE: _____

SIGNATURE: _____

TEACHER COMMENTS:

(Signature implies only that document has been read.)

TEACHER'S SIGNATURE: _____ DATE: _____

TYPED AND PRINTED BY . . .



NATIONAL EDUCATION ASSOCIATION OF NEW YORK

Vestal Service Center
400 Plaza Drive, Suite D
Vestal, New York 13850
607-729-6375 or 800-479-6375