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AGREEMENT

between

**GLOVERSVILLE ENLARGED
CITY SCHOOL DISTRICT**

and

GLOVERSVILLE TEACHERS ASSOCIATION

July 1, 2004 - June 30, 2009

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



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PREAMBLE

Recognizing that providing a high quality education for the children of Gloversville is the paramount aim of this school district, and that good morale in the teaching staff is necessary for the best education of the children, we do hereby declare that:

- A. The Board of Education, under law, has the final responsibility for establishing policies for the district.
- B. The superintendent and staff have the responsibility for carrying out the policies established.
- C. The professional teaching personnel have responsibility for providing the best possible education in the classroom.

The Board believes that these responsibilities can best be discharged through discussion and negotiation with members of the education profession speaking through their organization. It shall, therefore, be the policy of this Board that teachers and administrators shall have the right, through a representative of their own choosing, to participate through negotiation with the Board on matters relating to salaries and terms and conditions of employment.

The following principles and procedures are adopted in order to implement this policy.

This agreement is made and entered into on the 26th day of August by and between the Board of Education of the Gloversville Enlarged City School District (hereinafter referred to as the "Board") and the Gloversville Teachers Association (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

- 1.1 The Board has recognized the Association pursuant to the Public Employees' Fair Employment Act, as the exclusive representative of a unit consisting of all probationary and permanent teaching personnel,

except the superintendent and assistant superintendents, principals, assistant and/or vice principals, licensed practical nurses and registered nurses, where all such personnel excluded hereunder spend less than one-half of their time in classroom instruction. Unless otherwise indicated, employees in this unit hereinafter will be referred to as “teachers.”

Note: It is understood and agreed by the parties that the school nurse teacher currently employed by the District (Carol Edwards) shall remain a part of the bargaining unit. At such time that Ms. Edwards is no longer employed as a school nurse teacher with the District, then the District shall not be obligated to employ school nurse teachers.

ARTICLE 2

PRINCIPLES AND PROCEDURES

- 2.1 Teachers shall have the right, freely and without fear of penalty or reprisal, to form, join or assist teacher organizations and to participate through representatives of their own choosing in decisions concerning salaries, terms and conditions of work.
- 2.2 The Association shall have the following rights subject to reasonable regulations:
 - 2.2.1 To use building facilities for the purpose of meetings concerned with the exercise of the rights established by this statement.
 - 2.2.2 To hold such meetings without the presence of the Board and those excluded from the unit.
 - 2.2.3 Further, the Association shall be entitled to utilize designated bulletin boards and other communication media for legitimate Association business.

2.3 **Negotiation Procedures**

2.3.1 The Board and the Association shall negotiate in a good faith effort to reach agreement over the establishment or modification of policies dealing with salaries, terms and conditions of employment. Any agreement so negotiated shall apply to all teachers employed in the district regardless of membership or lack thereof in a teacher organization.

2.3.2 The initial meeting between the negotiating committees shall be held at some mutually convenient time prior to or during the first full week of February. At such meeting, there will be a discussion of specific procedures to be followed in negotiating. Arrangements will be made to designate a specific date not later than the first full week of March.

2.3.3 If the teams are unable to reach agreement, either party may request the State Public Employment Relations Board to implement the provisions of Section 209 of the Civil Service Law.

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

2.5 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. Before the Board adopts a change in policy which affects salaries, terms and conditions of employment which are not covered by the terms of this Agreement, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to advise the Board on such items, provided that it files such a request with the Board within five calendar days after receipt of said notice.

2.6 If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law by a tribunal of competent jurisdiction, then such provision or application shall not be deemed valid and the parties shall attempt to revise the provision to the extent permitted by law, and all other provisions or applications shall continue in full force and effect.

- 2.7 Copies of this Agreement shall be printed at the expense of the Board and open to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.

ARTICLE 3

TEACHING CONDITIONS

3.1 Teaching Hours

3.1.1 Elementary School

- 3.1.1.1 The work day for all teachers shall be seven hours, including a 30-minute duty-free lunch period. The work day shall begin no earlier than 7:30 a.m. and end no later than 3:00 p.m. All teachers will be in the school building 45 minutes prior to the commencement of the student school day for the purpose of team planning.

3.1.2 Middle/High Schools

- 3.1.2.1 The work day shall be seven hours and five minutes, including a 30-minute duty-free lunch period. The work day shall begin no earlier than 7:30 a.m. and end no later than 3:05 p.m.
- 3.1.2.2 Scheduling of preparation and professional periods shall be done in accordance with the procedures used during the 1988-89 school year.
- 3.1.2.3 Definition of Professional Period. The equivalent of three of the professional periods per week shall be available for the purpose of the performance of activities which support and maintain the individual classroom instructional programs. Teachers are responsible on an individual basis for determining what these activities shall be without requiring prior approval from a department chairperson or administrator.

During the equivalent of two of the professional periods per week, teachers shall devote themselves to the performance of professional activities coordinated through department chairpersons. It is expected these activities will be part of a departmental long-range plan which has been approved by the building administrator. Activities to be carried on during this time shall include, but not be limited to, pass team planning, peer coaching, student teacher supervision, testing and screening (special education, remedial programs), laboratory preparations (science) and library activities.

3.1.2.4 Teachers shall be available for thirty (30) minutes at the close of the student school day for the purpose of performing professional duties.

3.2 Class Size

3.2.1 The ultimate goal for the district will be to maintain a manageable and realistic class size, consistent with available classroom facilities and willingness of the taxpayer to support the program tax wise. With this in mind, it is agreed that the following class size goals be established:

	<u>Goal</u>
Kindergarten	22
Pre-First	12
Grades 1-3	24
Grades 4-5	27
Middle School: Regular Academic Classes	28
School Credit	18
Senior High: Regular Academic Classes	28
School Credit	18
Pass	15
Industrial Technology: Shops	15
Mechanical Drawing	28
Physical Education	40
Home Economics/Home & Careers	15
Music - Art	
Vocal: Elementary	27
Middle School	28
Senior High (elective)	28
Instrumental: Elementary	6
Middle School	110
Senior High	110
Art: High School	28
Study Halls: Middle School	60 per teacher
Senior High	60 per teacher
Emotionally Disturbed	10
Educable Mentally Retarded	15
Trainable Mentally Retarded	10
Learning Disabled: Self Contained	11
Resource Room	18
Remedial Classes	7

- 3.2.2 It is further agreed the Board may exceed the above expressed goals by 10% or three students, whichever is greater, before remedial action need be taken; provided, however, that with respect to School Credit, Pass, Emotionally Disturbed, EMR, TMR and Remedial classes, the Board may exceed the above expressed goals with respect to such classes only by 10% before remedial action need be taken.
- 3.2.3 Effective July 1, 1990, the number of students assigned to any study hall shall not exceed the number of seats available in the room to which the study hall is assigned.
- 3.2.4 Effective July 1, 1990, when it is necessary for the Board to place students in a traditional classroom setting who are enrolled under an Individualized Educational Plan (IEP) through the Committee on Special Education (CSE) and who are assigned to a self-contained classroom, the Board will make all reasonable efforts to distribute such students fairly and equitably among all the teachers.

3.3 Teaching Load

3.3.1 Kindergarten/Elementary

- 3.3.1.1 Kindergarten preparation time shall be continued as in the past so long as half-day kindergartens are operated. At such time as full-day kindergartens are instituted, 3.3.1.2 shall apply to the full-day kindergartens.
- 3.3.1.2 Elementary teachers shall be assigned a planning period of at least thirty (30) consecutive minutes, five times each week. Good faith efforts will be made to schedule preparation periods in a manner which will provide one preparation period each day. In making such efforts the Board may not be required to add additional staff.
- 3.3.1.3 An elementary teacher shall have the option of leaving the classroom with a special teacher in charge of the class; however, that teacher shall remain in the classroom for the introduction of the lesson and return to the classroom for the conclusion of the lesson. Where the instruction is carried on in another classroom, the classroom teacher shall be responsible for escorting the class to and from the special area classroom at the times designated in the schedule.

3.3.1.4 The elementary special subject teacher shall have, as nearly as possible, the same instructional working day as regular elementary teachers. This will mean that special teachers will have the same arrival and dismissal times and whenever possible may be utilized by the building principal for noon hour activities.

3.3.1.5 On each day an elementary teacher supervises the lunchroom, he/she shall be entitled to a free lunch.

3.3.2 Secondary

3.3.2.1 Secondary teachers will, in addition to their lunch period, have at least one preparation period each day equivalent to a regular class period during which they will not be assigned to any other duties.

3.3.2.2 Except as provided in 3.3.2.3, secondary school teachers will not be assigned more than five teaching periods each day, unless it is mutually agreeable.

3.3.2.3 (a) Effective with the 1998-99 school year, the District shall post "openings" for extra period assignments.

(b) Tenured secondary level teachers and department chairpersons may volunteer for such extra period assignments. If not enough volunteers are forthcoming or, if in the sole discretion of the District, the volunteers are not appropriate for the assignments, then the District may assign any tenured secondary teacher, including department chairpersons, to teach an additional class period.

(c) A maximum of ten (10) secondary teachers, including department chairpersons, may be assigned by the District to teach an extra period each year. Once assigned, those teachers will not be assigned by the District again for the next four (4) school years; however, teachers may volunteer to teach an extra period at any time.

(d) Secondary teachers, except high school department chairpersons, assigned to an extra teaching period will not be assigned to a supervisory duty.

(e) The number of students assigned to a teacher who teaches an extra period will not exceed the maximum number of students which such teacher could have been assigned under a normal teaching load.

(f) Secondary teachers who teach an extra class for a full school year will be paid according to Appendix D.

3.3.2.4 Secondary teachers will not be required to teach more than two subjects and no more than a total of three teaching preparations within said subjects at any one time unless it is mutually agreeable between the administration, teacher and Association.

3.3.3 Middle School

3.3.3.1 Provisions of this article, specifically 3.3.2.1, 3.3.2.2, 3.3.2.3 and 3.3.2.4 shall apply to 7th and 8th grade teachers in the middle school.

3.3.3.2 As long as the middle school maintains the current interdisciplinary team configuration, the provisions of 3.3.2.1, 3.3.2.2 and 3.3.2.3 and 3.3.2.4 shall apply to 6th grade teachers in the middle school. In the event the Board returns to the self-contained classroom configuration for the 6th grade, the provisions of 3.3.1.2, 3.3.1.3 and 3.3.1.4 shall apply.

3.3.3.3 The practice with regard to parent conferences at the middle school shall not change for the duration of the Agreement.

3.4 Miscellaneous

3.4.1 By June 15 all teachers shall be advised of their teaching schedules, including the pupil day, building, grade level, and discipline for the following year. Special area teachers also shall be advised of the location of classes. If a change is made after the above date, the teacher shall be notified in writing as soon as possible.

3.4.1.1 A committee will be formed to study the implications of assigning K-12 teachers to classes at both the elementary and the secondary levels. The purpose of this committee will be to work collaboratively to decrease any negative impact of such assignments on the teacher and the students.

- 3.4.2 All teachers will report to the office upon entering and/or leaving the building to designate presence in and absence from the building.
- 3.4.3 Any dispute which may arise between a teacher and a principal or immediate supervisor as to whether it is necessary for the teacher to remain after the stipulated time period in order to carry out professional responsibilities shall be referred directly to Stage Two of the grievance procedure.
- 3.4.4 Teachers and administrators of experimental programs will mutually decide the amount of extra time needed beyond the school day to properly conduct their program.
 - 3.4.4.1 Insofar as possible, teachers with assignments in two different buildings will be given 30 minutes for the sole purpose of traveling between such buildings.
- 3.4.5 Teachers shall not be required to attend more than two building meetings per month, except for emergencies, and such meetings shall not normally exceed one hour in length.
- 3.4.6 Teachers shall be required to attend one evening assignment or meeting each school year, which is not related to the supervision of students. Teachers may be required to attend one additional meeting each school year which is not related to the supervision of students and that is scheduled outside of the normal teaching day.

Insofar as possible:

- 3.4.7 Teachers shall meet their classes in a single designated classroom and shall not have classes scheduled in other rooms.
 - 3.4.7.1 Teachers will be assigned to only one building.
- 3.4.8 Special professional personnel, i.e., reading teachers and speech teachers, shall have an appropriate room and/or other facilities which permit the effective discharge of their responsibilities to their pupils.
- 3.4.9 Assignments of Regents credit courses shall be distributed among staff in the specific subject matter area in as equitable a manner as possible. This provision shall not be applied in a manner to prohibit a teacher from requesting an assignment at variance with the above.

- 3.4.10 Effective January 1, 1998, a committee shall be formed to consider inclusionary strategies for the District. The committee shall consist of a minimum of three administrators, including the CSE chairperson, and six teacher representatives. The committee shall meet at least twice each semester.

ARTICLE 4

WORK YEAR AND LAST WEEK OF SCHOOL

4.1 The Length of Work Year

- 4.1.1 The work year for all teachers in the 1997-98 school year shall not exceed 183 days. Effective with the 1998-99 school year, the work year for all teachers shall not exceed 184 days.
- 4.1.2 The final (184th) day of school shall not be scheduled after the date on which graduation ceremonies are held.
- 4.1.3 If any of the emergency closing days designated in the school calendar in excess of 184 days are not used, these days will be added immediately preceding the Memorial Day vacation.
- 4.1.4 The school calendar shall include, but not be limited to one Superintendent's Conference Day and one Staff Development Day.

4.2 Parent Conferences

- 4.2.1 The District shall schedule, for all elementary teachers, and may schedule for all secondary teachers, the following sessions for parent teacher conferences.
- 4.2.1.1 Fall semester: Three ½ days and
- 4.2.1.2 Spring semester: Two ½ days

- 4.3 **End of School Year**
- 4.3.1 **High School.** The school calendar shall contain eight days for the purpose of Regents exams.
- 4.3.2 **Middle School**
- 4.3.2.1 During the last week of school, sixth, seventh and eighth grade students shall follow the same schedule as students in the high school (4.3.1 above).
- 4.3.3 **Elementary (K-5)**
- 4.3.3.1 Students shall be released early (1/2 day) on the last two days of the final week of school.

ARTICLE 5

TEACHER OBSERVATION

- 5.1 **Observation Committees**
- 5.1.1 **Elementary Schools.** Observations of teachers shall be conducted by the principal, assistant principal and/or the superintendent or assistant superintendent for curriculum and instruction.
- 5.1.2 **Secondary Schools.** Observations of teachers shall be conducted by the principal or the assistant principal, department chair, coordinator, and/or the superintendent or assistant superintendent for curriculum and instruction.
- 5.2 **Teacher Evaluation**
- 5.2.1 **Non-Tenured Teachers**
- 5.2.1.1 All observations should be for help and evaluation. These observations should occur at a rate of at least four times or more annually for each new teacher. Of these observations, two shall be made by the principal; the other two may be made by the assistant

principal, department head, or other observation committee members as provided in 5.1.1 and 5.1.2 above. Teachers transferred into new tenure areas shall be evaluated at the administrator's discretion.

5.2.1.2 Probationary teachers employed as of September 1, for a full school year, will be notified of termination of employment not later than March 1, except that for the final year, the teacher will be notified no later than the end of the first semester.

5.2.1.3 Probationary teachers, whose beginning employment dates are other than September 1, in a given school year, shall be notified of termination of employment four months in advance, except that for the final year, the teacher will be notified 90 days in advance of the anniversary date of employment.

5.2.2 Tenured and Non-Tenured Teachers

5.2.2.1 All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher as per existing policy.

5.2.2.2 A final written report of a classroom observation shall be preceded by a conference between the observer and the teacher observed, during which the observation will be discussed. Such conference to discuss the observation shall, in the absence of extenuating circumstances, occur no later than seven(7) working days after the observation. If the teacher chooses to answer any part of the written evaluation, he/she may do so by submitting written comments on the evaluation form. All the evaluation forms should be signed by both teacher and evaluator.

5.2.2.3 Sincere attempts at inservice correction of teaching faults shall be on file with the superintendent.

5.2.2.4 No teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, terminated, or otherwise deprived of any professional advantage without just cause. In no case shall this be done publicly unless so requested by the teacher. The operation of this clause will in no way diminish the rights of the Board to grant or deny tenure as provided under Education Law.

5.2.2.5 A yearly summative evaluation of the teacher's work performance shall be conducted.

5.2.2.6 Tenured teachers shall have the option of completing a professional growth plan instead of a formal observation in accordance with the process outlined in the document entitled, Gloversville Enlarged School District's Professional Growth Plan.

5.3 Personnel Folders

5.3.1 Inspection of Personnel Folders

5.3.1.1 Each teacher will have the right to review and copy the contents of his/her personnel file, except those confidential documents originating outside the district. A teacher is further entitled to have a representative of the Association accompany him/her during such review. The Board reserved the right to have such review conducted in the presence of an administrator. Unless directed by an award of an arbitrator or by agreement between the parties, no material relating to a teacher's performance, conduct, service, character or personality shall be removed from the teacher's personnel file.

5.3.1.2 No material derogatory to a teacher's conduct, service, character, or personality, shall be placed in his/her personnel file unless the teacher has had an opportunity to review and respond to the contents if so desired. The teacher will acknowledge such review has taken place by affixing his/her signature thereto, which shall not indicate agreement with its contents.

5.3.2 Updating Personnel Folders

5.3.2.1 An up-to-date personnel folder is advantageous to both the teacher and the administration. Such items as recent courses completed, new certificates received, change of address/telephone number, etc., would make the individual personnel folder of a teacher a more functional tool and would improve the record keeping and staffing of the school system. A form to collect such information will be distributed periodically by the superintendent.

ARTICLE 6

VACANCIES/TRANSFERS

6.1 Vacancies

- 6.1.1 The superintendent will post all vacancies in each school building as such vacancies arise.
- 6.1.2 The term “vacant position” as referred to in this section shall mean any position which is unencumbered.
- 6.1.3 All applications for announced vacancies will be reviewed without regard to race, religion, creed, color, national origin or sex, except where such is a bona fide occupational qualification.
- 6.1.4 In the case of any vacancy which arises during the month of July, the superintendent shall notify the Association President or his/her designee and shall post a notice of such vacancy in the Leader Herald on at least two days.
- 6.1.5 A teacher who wishes to be considered for any posted vacancy shall apply to the superintendent in writing no later than 10 working days following the posting.
- 6.1.6 In the case of any vacancy which becomes effective subsequent to August 1, the posting requirement of 6.1.1 and the 10-day application period provided for in 6.1.5 shall be waived, and the Board may fill the position immediately.
- 6.1.7 Teachers newly hired for work at the start of the next school year shall not be assigned until all requests from members of the incumbent professional staff have been considered.

6.2 Transfers

- 6.2.1 When the Board reduces the number of teachers at any grade level of an elementary school, the teacher who shall be transferred out of said grade level to another position as a result of said reduction shall be the teacher with the fewest years of service as a teacher in the district (hereinafter the “transferree”).

- 6.2.2 The transferee shall have the right to choose the position to which he/she will be transferred from any vacant elementary position(s) available in his/her tenure area for which he/she is certified. If there are two or more transferees, the transferee with the most years of service in the district shall have the first choice in selecting from any vacant positions. The second most senior teacher will have the second choice and so on.
- 6.2.3 If there are elementary teachers returning from a paid or unpaid leave at the same time as there are elementary teachers being transferred pursuant to this section, the teacher with the most years of service in the district of all such teachers will have the first choice in electing from any vacant position. The second most senior teacher will have the second choice and so on.
- 6.2.4 Nothing contained in this section shall prevent the Board from abolishing positions in accordance with Section 2510 of the Education Law.
- 6.3 The following principles shall be applied in the reassignment or transfer of teachers:
- 6.3.1 Individual academic and personal qualifications.
- 6.3.2 Instructional requirements.
- 6.3.3 Where the foregoing factors are substantially equal, preference in assignment or transfer shall be given to the incumbent applicant with the greatest number of years of service in the Gloversville Enlarged School District.
- 6.4 **Involuntary Transfers**
- 6.4.1 When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance and length of service in the district will be considered, together with instructional requirements and staff availability, in determining which teacher is to be transferred.

- 6.4.2 An involuntary transfer will be made only after a meeting between the teacher and the superintendent at which time the teacher will be notified of the reasons for the proposed transfer.
- 6.4.3 Teachers who are involuntarily transferred will be transferred only to a comparable position in the same tenure area.
- 6.4.4 No teacher who is transferred into the same area of certification shall, by reason thereof, lose tenure status or be deprived of any other professional advantage.

6.5 **Voluntary Transfers, Probationary Period, and Tenure**

- 6.5.1 If a teacher is transferred to a position in the tenure area in which he/she is teaching, there will be no probationary period and he/she will maintain tenure.
- 6.5.2 If a teacher voluntarily transfers, he/she does not lose the tenure acquired in the former area.
- 6.5.3 Teachers on leave who have not received tenure will be extended credit for the probationary period prior to said leave.
- 6.5.4 A summer school teacher will not lose seniority on the summer salary schedule when he/she does not teach during the summer if offered a position, providing he/she teaches three out of each five years that the position is available to him/her.
- 6.5.5 A teacher declared in excess in one school shall have preference in filing a vacancy in a comparable position in another school. If an applicant for such a position who is not selected requests the reasons, such reasons shall be given orally or in writing, as the teacher specifies.

ARTICLE 7

SALARY AGREEMENTS

7.1 The Salary Schedules for the 2002-2003, 2003-2004, 2004-2005 and 2005-2006 school years are attached hereto and made a part hereof as Appendix "A".

7.2 Pay Periods

7.2.1 All teachers shall be paid at least two regular payments during the month of September.

7.2.2 Each teacher shall elect in writing at the time he/she executes his/her individual salary agreement whether he or she wishes to be paid on a twenty-two or twenty-six payment schedule of relatively equal installments. Such election cannot be changed for the duration of the annual salary agreement.

7.3 Athletic Coordinator, Coaches and Assistant Coaches

7.3.1 The base salaries for the athletic coordinator, coaches and intramurals are set forth in Appendix B.

7.3.2 In each of the forthcoming years, the athletic coordinator shall receive 150% of the base salary.

7.3.3 Any teacher who has served five (5) years in the same coaching position shall receive a longevity payment of 10% of the base stipend. Any teacher who has served ten (10) years in the same coaching position shall receive a longevity payment of 20% of the base stipend.

7.4 Head Coaches

7.4.1 In each of the forthcoming years head coaches shall receive:

- Group 1 - 100% of base salary
- Group 2 - 90% of base salary
- Group 3 - 80% of base salary
- Group 4 - 70% of base salary
- Group 5 - 60% of base salary
- Group 6 - 50% of base salary

7.5 Assistant Coaches shall receive 80% of the stipend of the head coaches (7.4.1).

7.6 Extra Curricular Activities

7.6.1 The stipends set forth in Appendix C shall be the stipends paid to teachers who perform the duties of these positions.

7.6.2 Any teacher who has served five or more years in the same activity shall receive a longevity payment of 10% of the stipend for each year beyond five years in which he/she continues to serve in the activity. Any teacher who has served ten or more years in the same activity shall receive a longevity payment of 20% of the stipend for each year beyond ten years in which he/she continues to serve in the activity.

7.6.3 Parades. The stipend for four-hour minimum attendance, on regular holidays, shall be the hourly rate set forth in Appendix D.

7.6.4 Music Festivals. The stipend per hour shall be the hourly rate set forth in Appendix D.

7.6.5 Tutoring. The stipend for tutoring students outside of normal school hours shall be the hourly rate set forth in Appendix D.

7.6.6 Curriculum Writing, Summer Projects and Staff Development held outside normal working hours. Any teacher who participates in curriculum writing outside of normal working hours, summer projects or staff development outside of normal working hours shall be paid at the hourly rate set forth in Appendix D.

- 7.6.7 **Presentations at Staff Development Events.** A teacher who presents at a staff development event held during normal working hours will be paid for 1.5 hours of planning for each hour, or fraction of an hour, of presentation. For each hour that a teacher presents at a staff development event held outside of normal working hours, he or she will be paid for 1.5 hours of planning in addition to being paid for each hour of presentation. The hourly stipend is set forth in Appendix D.

ARTICLE 8

PAYROLL DEDUCTIONS

- 8.1 **Dues – GTA, NYSUT**
- 8.1.1 The Board agrees to deduct from the salaries of teachers dues for the Association and its affiliate organizations as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association. The teachers' authorizations will be in writing.
- 8.1.2 The Association will certify to the school business administrator, in writing, the current rate of its membership dues. If the Association changes the rate of its membership dues, it will give the Board written notice prior to the start of any school year.
- 8.1.3 The Board will continue the program of continuous deduction for dues. Professional staff members presently employed will submit their request for dues deductions, along with their salary notice. Any new teachers starting at the beginning of the school year, or during the course of any year thereafter, will be permitted to request dues deduction at the time of employment.
- 8.1.4 The dues deduction form, Appendix E, must be signed by the teacher. Only this form signed by the teacher will be considered valid for authorizing the Board to deduct dues.

8.1.5 When a deduction form is signed and submitted, it commits the teacher to a continuing and complete deduction of all dues listed on the form. Once a deduction is processed by the business office, the entire amount of dues will be deducted even though a teacher may leave service in the district during the school year. Since dues deduction is continuous, any change in authorization of the Board to discontinue such deduction must be made during the summer, but no later than the third Friday in September, at 5:00 p.m., in the school district business office.

8.2 Service Fee

8.2.1 The Association warrants that it has established and maintains and will continue to maintain a refund procedure as required by Section 208(3)(b) of the Civil Service Law and that such procedure complies in all respects with the provisions of that section.

8.2.2 The Board shall deduct from the salary of each teacher who is not a member of the Association a service fee equivalent to the per capita dues the Association levies upon its members. Such fee shall be deducted in the same manner as payroll deduction dues and shall be remitted promptly to the Association unless the Association has certified, in writing, to the Board by September 15 of each school year that the non-member has paid the fee directly to the Association.

8.2.3 In the event an action or proceeding is commenced in a court of competent jurisdiction before an administrative agency regarding such fee, the Association agrees to provide counsel, and to indemnify and save harmless the Board from and against the cost of such action or proceeding and to pay any judgment entered against the Board in any such action or proceeding and to pay any judgment entered against the Board in any such action or proceeding and to defray the costs of complying with any interim order or final judgment that may be entered therein. Such costs of compliance shall include the cost of re-computation of the salaries of teachers and any interest ordered on any such judgment.

8.3 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

8.4 **Credit Union**

8.4.1 The district business office will honor teacher authorization requests for payroll deductions for the local teachers' credit union.

8.5 **Tax Sheltered Annuities**

8.5.1 Tax-sheltered annuities are available for any professional staff member upon written application to the Board prior to November 1 of each school year. Payment for these annuities will be deducted by the Board from each paycheck.

8.5.2 The number of companies approved to participate in this program will be limited to four. The four companies are to be selected by the Association and approved by the Board. The companies must meet the following criteria:

8.5.2.1 The company must be licensed to do business in New York State by the State Insurance Department.

8.5.2.2 The company must have a tax-sheltered annuity plan which meets the criteria of the Department of Treasury Internal Revenue Service as outlined in publication 571 (11-69) "Tax Sheltered Annuity Plans for Employees of Public Schools and Certain Tax Exempt Organizations."

8.5.2.3 The Board will approve transfers of tax sheltered annuity programs for companies other than the four designated by the Association provided the company has a plan which meets the described criteria.

8.6 **Change in Withholding Exemptions**

8.6.1 Teachers desiring to change the number of exemptions on their withholding form (W-4) may do so any time.

9.1.6 The Board shall determine, on an annual basis, what unit leader, team leader and department chairperson positions are necessary for the subsequent school year. The Board shall, on an annual basis, solicit applications for each such position which it determines will be necessary in the subsequent school year. In the event two or more people apply for the same position, the superintendent shall interview each applicant and, in his/her sole discretion, determine who shall be appointed to such position.

9.2 **Teachers on a Ratio Salary Schedule**

9.2.1 All teachers on a ratio are required to work from September 1 to June 30.

9.2.2 Secondary guidance personnel, school psychologists and all social workers will work 20 days between July 1 and August 31.

9.2.3 Elementary guidance personnel shall be obligated to work during the summer months at the sole discretion of the District. The number of days, if any, that such employee may be required to work shall not exceed 20 days. The District shall notify elementary guidance personnel by June 1 if it anticipates a need for their services during the summer months, including the specific number of days of work anticipated. Elementary guidance personnel shall not be entitled to pay for services provided during the summer months unless such services were requested by the District.

9.3 **Job Description – Teacher**

9.3.1 All job descriptions will appear in the “Job Description Handbook” Policy Manual (they represent the policy of the Board of Education), and the application and interpretation of the individual description shall be grievable as part of the agreement. Copies of all revised or new job descriptions shall be given to the Association as soon as approved by Board action.

9.3.2 A job description manual will be placed in the media center of each building.

ARTICLE 9

PERSONNEL

- 9.1 Unit Leaders, Team Leaders, Department Chairpersons
- 9.1.1 In addition to an annual salary, any elementary teacher who performs the duties of elementary Unit Leader shall receive an annual stipend as set forth in Appendix D.
- 9.1.2 In addition to an annual salary, any teacher in the middle school who performs the duties of Team Leader shall receive an annual stipend as set forth in Appendix D.
- 9.1.3 Teachers in both the middle school and the high school who perform the duties of department chairperson shall, in addition to their annual salary, receive an annual stipend as set forth in Appendix D. For each teacher in the department in excess of four, exclusive of the department chairperson, each department chair shall receive an additional stipend, as set forth in Appendix D.
- 9.1.4 Each department chair shall be given two preparation periods. Effective with the 1998-99 school year, department chairpersons may, on an as needed basis, be assigned to teach one additional class period, in lieu of one of the two preparation periods, in accordance with Article 3.3.2.3 of this Agreement. It is recommended that this person be utilized by the building principal for direct supervisory duties in as many different capacities as possible and to the ultimate availability of time permissible.
- 9.1.5 A committee consisting of members of the administration and teachers (teachers to be selected by the Association) will be established for the purpose of determining the respective duties of the Math, Social Studies, Science, Language Arts, Special Education and Physical Education Department Chairpersons and Team Leaders in the middle school. The committee's determination shall be made no later than June 1, 1990.

9.4 **In-Service Courses**

9.4.1 The administration, department chairs and members of the departments will mutually determine which in-service programs shall be taken by the department chairpersons.

9.4.2 Teachers shall receive no additional pay or compensation for their participation in in-service courses provided by the District or otherwise taken where the District pays the cost of attendance at such in-service and/or where such courses are taken in compliance with the requirements of Part 80-3.6 of the Regulations of the Commissioner.

9.4.3 All in-service courses must be approved by the Superintendent prior to enrollment.

9.5 **Department Chairpersons**

9.5.1 Effective July 1, 1990 all current Music, Art, Technology, Home and Careers/Home Economics, Library, and Foreign Language chair positions in the District shall be reorganized into the following five department chairperson positions:

9.5.1.1 Art: K-12 (2 days/month release time shall be provided when the chair is an elementary teacher.)

9.5.1.2 Music: K-12 (2 days/month release time shall be provided when the chair is an elementary teacher)

9.5.1.3 Technology: 6-12

9.5.1.4 Home and Careers/Home Economics: 6-12

9.5.1.5 Foreign Language: 7-12

9.5.1.6 Library (K-12) (2 days/month release time shall be provided when the chair is an elementary teacher)

9.6 **Paraprofessional/Personnel**

9.6.1 It shall be the responsibility of the Board to relieve the professional teaching staff of clerical and non-teaching duties to the extent

consistent with sound educational practices and available financial and personnel resources as determined by the Board.

9.6.2 The Board agrees to continue its current practice with regard to the assignment of clerical aides in the IGE format. (One aide per unit as in previous agreement.)

9.6.3 Teachers will not be held accountable or legally liable for the performance of any non-teaching personnel. Paraprofessionals will be under the immediate supervision of the teacher in the instructional area where services are being rendered.

9.6.4 No aide will be used to replace a teacher.

9.7 Protection of Professional Personnel

9.7.1 Teachers shall report in writing to their principal and to the central office all cases of assault involving them in connection with their employment. Where a teacher is requested to submit an incident report, the teacher should be expected to submit the report by the end of the school day in which the incident occurs. If necessary, the teacher will be given adequate time to regain composure before writing the report.

9.7.2 Such report shall be forwarded through the superintendent to the Board which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.

9.7.3 The Board agrees to provide legal counsel to defend any teacher in any action arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, providing such teacher, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of duties within the scope of his/her employment or under the direction of the board.

9.7.4 If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Board shall furnish its legal counsel to defend

him/her in such proceeding.

9.7.5 Whenever a teacher is absent from school as a result of a personal injury compensable under New York State Workers Compensation Laws, caused by an assault arising out of and in the course of his/her employment, the Board shall have the right to have the teacher examined by a physician to determine the length of time the teacher will be temporarily disabled from his/her duties. Compensation will be based on the disabled teacher's full annual salary and will be paid for the period of such absence for up to one calendar year without having such absence charged to annual or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any worker's compensation award for temporary disability due to the said assault injury for the period for which such salary is paid.

9.7.6 The Board shall have the right in its discretion to determine what payments it shall make to a teacher in excess of a worker's compensation award and each case shall be determined on an individual basis.

9.8 **Committee for Student Discipline**

9.8.1 A committee consisting of teachers (selected by GTA) and administrators, chaired by the Superintendent, shall be created for the purpose of exploring ways and means by which teachers and administrators will mutually support one another in matters involving student discipline. The committee will report its findings to the Board and the Association within 120 days of contract ratification. The procedure ultimately adopted by the committee will be reviewed annually by the committee and recommendations will be presented to the superintendent by May 1 of each year.

9.9 **Mileage for Itinerant Teachers**

9.9.1 Provision shall be made to reimburse all teachers for travel in the performance of their regularly assigned duties. If this assignment requires them to serve at more than one teaching station, payment will be made at the IRS rate and at the option of the person involved.

ARTICLE 10
CONDITIONS OF EMPLOYMENT AND
SEPARATION

10.1 **Credit for Previous Teaching/Military Experience**

10.1.1 Each teacher appointed by the Board whose employment commences subsequent to July 1, 1989 shall be given salary credit for all prior teaching experience of a semester or more. Each teacher appointed by the Board whose employment commences subsequent to July 1, 1989 with prior military service shall be given one year of salary credit for each full year of military experience, up to a maximum of two years.

10.2 **Notification If Intent to Leave**

10.2.1 All teachers who plan to leave the school system should inform the Board of this intent through the Superintendent's office, in writing, not later than June 1 of the school year prior to their intended severance.

10.2.2 A teacher who submits a resignation, effective June 30 of a school year, shall receive the following resignation incentive payment based upon the date the resignation is submitted:

Resignation Submitted by Amount of Incentive Pay

January 1	\$500
March 1	325
April 1	250
After April 1	-0-

10.2.3 **Retirement Incentive.**

10.2.3.1 **Retirement Incentive for the 2003-2004 school year.** A teacher who submits a letter of intent to retire to the Board of Education, through the Superintendent's office, no later than August 1, 2004,

shall receive a payment of \$25,000 provided that the teacher has completed an entire year of teaching on step 23, 24, or 25 of the salary schedule. Payment will be made no later than October 1, 2004.

10.2.3.2 **Retirement Incentive.** A teacher who submits a letter of intent to retire to the Board of Education, through the Superintendent's office, shall receive a payment of \$25,000 provided that one of the following conditions is met:

(1) It is the first year, or prior to the first year that the teacher is eligible to retire without penalty according to the rules and regulations of the Teachers' Retirement System and the teacher has also completed an entire year of teaching at step 23, 24, or 25.

(2) The teacher has previously been eligible to retire without penalty according to the rules and regulations of the Teachers' Retirement System but it is the first year that the teacher has completed an entire year of teaching at step 25.

The teacher must submit an irrevocable letter of intent to resign to the Superintendent's office no later than February 1 of the school year prior to the intended resignation. The District will make the payment no later than the October 1st following the resignation.

10.2.3.3 The retirement incentive described in 10.2.3.2 will only pertain to the duration of this contract and is subject to negotiations upon expiration of this Agreement.

10.3 **Secondary Part-Time Teachers**

10.3.1 Before hiring part-time teachers to teach excess classes in the secondary level, regular certified teachers will be given the opportunity to take on a seventh assignment for an additional 20% of salary and compensation. If, however, the Board is unable to obtain a sufficient number of volunteers to cover an entire part-time assignment (i.e., one to four classes), the Board will reserve the right to hire a part-time teacher, thus rejecting all volunteers.

- 10.3.2 Provision will be made for preparation time for secondary part-time teachers who are employed 60 percent of a regular teaching assignment (three classes or more); that is, within the 60 percent time allotment, preparation time will be made available on a prorated basis.
- 10.3.3 Fringe benefits will be provided on a prorated basis to part-time teachers who are employed 60 percent or more of the workday and/or for 60 percent of a secondary teaching load (three periods).

ARTICLE 11

SUPPLEMENTAL SALARIES

11.1 Extra Duty Compensation

- 11.1.1 The salary schedules for personnel performing extra duties beyond the normal school day are attached as Appendix B, Appendix C, and Appendix D.
- 11.1.2 Any additional extra-curricular activities approved by the administration and the Board shall be included in the extra-duty compensation schedule and will be paid at the appropriate rate.

11.2 Payment of Increments for Additional Preparation

- 11.2.1 Payment for additional preparation will be made during September and February of each school year. Payment will be made for each credit of training completed. A statement by the college or the instructor will be acceptable for immediate consideration but official transcripts must be filed with the superintendent.

11.3 Summer School Salary Schedule

- 11.3.1 The salary schedule of personnel teaching in summer school is attached as Appendix D.

11.4 **Home Teachers**

11.4.1 Personnel performing home-teaching duties will be paid a stipend as set forth in Appendix D.

11.5 **Substitute Teachers**

11.5.1 Itinerant substitute teachers shall be paid at a daily rate determined by the Board and State Education Department regulations.

11.5.2 Regular substitute teachers employed for a semester or more may be given a contract at a salary determined in accordance with provisions for training and experience of other beginning teachers. All substitute teachers shall be given annual salary increments to their basic rate in accordance with provisions of the teachers' salary schedule.

11.6 **Guidance Personnel Salary Schedule**

11.6.1 Guidance personnel and school psychologist shall be awarded a differential of 1.05 of the teachers' salary schedule.

11.7 **Bus Supervision**

11.7.1 Paraprofessionals will be used for bus supervisory duties when those positions are not voluntarily filled by teachers.

11.7.2 The building principal will be responsible for properly defining and supervising bus supervision. He/she will convey, in writing, the scope and delineation of duties to the person or persons performing such duties.

11.7.3 In the absence of the individual performing bus supervision, the building principal may assign, as a substitute, someone on a temporary basis to assure the position being covered and the safety of the children involved. This assignment will be made on an equitable and rotating basis from the following personnel: paraprofessionals, head teachers, teachers.

11.7.4 Teachers who perform bus supervision duty prior to and beyond the pupil school day shall be paid an annual stipend as set forth in Appendix D.

11.8 **Mentoring**

11.8.1 The mentor will perform his or her duties in accordance with the GTA/GESD Mentoring Program.

11.8.2 The mentor shall be paid an annual stipend as set forth in Appendix D.

11.8.3 The mentor program coordinator shall be paid an annual stipend as set forth in Appendix D. In addition, the mentor coordinator shall be relieved of one period of supervisory duty, or the equivalent thereof, per day.

11.8.4 Teachers who serve as members of the Mentor Program Committee shall be compensated as set forth in Appendix D.

11.8.5 Teachers who attend summer sessions to be trained as mentors will be compensated as set forth in Appendix D. Teachers who are actually hired as mentors will receive this compensation in addition to the annual stipend as set forth in 11.8.2.

11.9 **Substituting for Colleague**

11.9.1 The District will pay a teacher to cover a class when a substitute cannot be obtained. This is voluntary on the part of the teacher. A \$20.00 stipend will be paid per class. See Appendix D.

ARTICLE 12

PAID LEAVE DAYS

12.1 **Entitlements**

12.1.1 Full-time teachers will be entitled to 20 paid leave days each school year to be used for the purpose of personal leave, personal illness or illness in the teacher's immediate family. Said 20 days will be credited to each teacher on the first day of school each year.

- 12.1.2 Part-time teachers will be entitled to paid leave days on a prorated basis.
- 12.1.3 Immediate family is defined as wife, husband, parents, parents-in-law, son, daughter, sister, brother, grandparents, grandchildren, any relation who resides in the teacher's home or a relative of whom the teacher is the sole surviving family member.
- 12.1.4 Paid leave days shall not be taken immediately before or after any holiday or vacation period for the purpose of extending the holiday or vacation period. Paid leave days shall not be used for vacation, recreation, and/or leisure activities.
- 12.1.5 Teachers shall inform the BOCES Substitute Service or building principal, as applicable, when taking any leave, pursuant to this article and state the general reason for such leave (i.e., personal leave, personal/family illness.)
- 12.1.6 Paid leave days may be accumulated from year-to-year up to a maximum of 210 days.
- 12.1.7 Payment for unused leave days remaining above 210 shall be \$45 per day.

12.2 Sick Leave

- 12.2.1 A certificate from a physician may be required of any teacher absent five or more consecutive school days. A certificate may be required from the teacher's physician at any time the superintendent has reason to believe an abuse of the benefit is occurring.
- 12.2.2 A new teacher becomes eligible for sick leave when all employment requirements as enumerated by the Board have been completed.
- 12.2.3 A yearly statement of accumulated sick leave days shall be received by each teacher in September of each school year. A teacher shall notify the business office within 30 days of the receipt of such notice if he/she believes the statement is incorrect. In the absence of such notification, the amount shown on the statement shall conclusively be presumed to be correct.

12.3 Sick Leave Bank

12.3.1 A sick leave bank has been established for teachers who are disabled for an extended period during the school year. Such bank shall be created by the teachers contributing paid leave days provided pursuant to 12.1.1 and shall consist at all times of at least 200 such days. (There are 320 days in the bank as of the date of execution of this Memorandum.) If the number of days in the bank falls below 200 during any school year, it shall be replenished by a contribution of one day from each teacher's paid leave days provided for in 12.1.1.

12.3.2 A teacher will be eligible to draw sick leave days from the sick leave bank provided he/she has accumulated at least 30 paid leave days at some time in his/her service to the district.

12.3.3 The granting of such an extended leave benefit shall be subject to the following conditions:

12.3.3.1 The teacher's accumulated leave is exhausted.

12.3.3.2 The teacher satisfies a five working day waiting period after exhaustion of the accumulated sick leave.

12.3.3.3 The teacher provides acceptable medical evidence of the extended nature of the disability. The Board may require an examination by another physician.

12.3.4 The Board reserves the right to withhold an extended leave benefit when:

12.3.4.1 The teacher cannot continue to provide acceptable medical evidence of the continuation of the disability when requested to do so by the Board.

12.3.4.2 The teacher may qualify for disability retirement under either the teacher retirement system or social security.

12.4 Bereavement Leave

12.4.1 A teacher shall be granted 3 days for a death in the immediate family. These days shall not accumulate.

12.5 Additional Leaves

12.5.1 Visitation

12.5.1.1 At least one day each semester will be granted for the purpose of visiting other schools to observe good educational practices which are directly related to the professional position of the visitor provided, however, that no more than 2% of the teachers assigned to a school shall be granted such leave on any given day.

12.5.2 Conferences

12.5.2.1 Teachers who are delegates designated by the Association to attend conferences of the New York State United Teachers or its affiliates, and other conferences of recognized professional value, shall be granted time off up to a maximum of eight paid days per school year and two unpaid days. An additional six paid days shall be made available with reimbursement to the Board by the Association of the per diem substitutes' pay for such days.

12.5.3 Legal Leave

12.5.3.1 Time off as necessary will be granted for appearances in any legal proceeding connected with the teacher's employment or on behalf of the school system without loss of pay or leave time.

12.5.4 Jury Duty

12.5.4.1 Teachers serving as jurors shall receive their regular salary less that compensation received for those services performed on such jury duty.

12.5.5 Military Leave

12.5.5.1 A maximum of ten days per school year shall be granted for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the state or federal government.

12.5.6 **Expenses**

12.5.6.1 Educational visitations, conferences, trips or meetings for which teachers expect reimbursement for necessary expenses must be approved in advance by the superintendent. Written application for such approval shall be made on forms prescribed by the Board. Request for reimbursement shall be filed with the superintendent on forms prescribed by the Board. Mileage reimbursement for transportation by personal automobile will be made at the IRS rate.

12.5.7 Leaves taken pursuant to Section 12.5 will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his/her own substitutes. A teacher taking leave under this article shall be obligated to notify the person who arranges for substitute teachers.

12.5.8 **Resumption of Work**

12.5.8.1 Teachers who have been granted leaves of absence shall notify the superintendent in writing by registered or certified mail on or before the first day of November or April preceding the opening of the semester following the expiration of leave of their intention to resume work at the beginning of the school semester. Failure to give notice by the stipulated dates, after the teacher has been reminded in writing by the Board of the need to provide such notice, shall constitute a resignation from Board service.

12.5.8.2 If a teacher who has been granted an extended sick leave, child rearing leave or personal leave wishes to return before the expiration date of the leave, the superintendent, at his/her discretion, may study and evaluate each request in terms of the availability of the position. If no position is available, the teacher may pursue employment elsewhere.

12.5.8.3 Teachers who have been granted an extended sick leave, child rearing leave or personal leave shall be considered to have resigned if they accept a position and become actively employed in another school system during the effective date of the leave without the written consent of the Board.

ARTICLE 13

UNPAID LEAVES

13.1 Long Term

13.1.1 Tenured teachers who make application with reasonable notice to the Board shall be granted an unpaid personal leave of absence for up to one year. Such leave request may be made at anytime before or during the school year, but such leave shall terminate at the beginning of a semester (or school year). Subsequent request for such leave on a continuing basis by the same teacher shall be at the discretion of the Board.

13.1.2 Teachers who are on unpaid leave shall not be entitled to benefits hereunder nor accrue any rights beyond those held at the time the leave was granted; however, such a teacher may continue to participate in group insurance programs provided by the Board under this Agreement by paying to the Board, in advance, the entire premium cost for such program. If such leave commences or terminates during the employment year, such teacher shall be entitled to a pro-rata share of said benefits.

13.1.3 Teachers commencing an unpaid leave who have already used annual sick leave entitlement where such entitlement should have been prorated and where that teacher does not have sufficient accumulated sick leave to repay the Board for such proration, that teacher need not repay the Board for the use of such days. Instead, such teachers shall be given the option of having the number of days improperly used deducted from their next year's entitlement.

13.2 Short Term

13.2.1 Any teacher may request that the superintendent grant a short term unpaid leave of absence of from 1 to 10 school days. Such request must be in writing and state the date(s) and purpose for which the leave will be used if granted.

- 13.2.2 The superintendent shall consider the foregoing leave request and shall fully approve, partially approve or completely deny the teacher's request within 10 calendar days of receipt.
- 13.2.3 No approval, partial approval or denial of any particular leave request by the superintendent shall have precedential value of any kind.
- 13.2.4 The effect which the foregoing unpaid leave shall have upon the teacher's statutory seniority, if any, shall be determined in accordance with external law.
- 13.2.5 For each day of unpaid leave granted pursuant to this agreement, the Board shall deduct 1/200 of the teacher's annual salary schedule in effect at the time the unpaid leave is taken. The Board will not make retirement and social security contributions for such days of unpaid leave granted.
- 13.2.6 Unpaid leave granted shall not result in any reduction in the Board's contribution for health insurance benefits, nor shall there be any reduction in sick or personal leave or reduction in any other CBA created benefits.

13.3 Child Care

- 13.3.1 Child rearing leave will be granted to a member of the professional staff upon written application at least 30 days before the leave will begin.
- 13.3.2 The leave may not extend beyond the second September or second February following the birth of the child, with such leave not to exceed two years.
- 13.3.3 Upon application to the superintendent, an extension may be granted.

13.2.7

GLOVERSVILLE ENLARGED SCHOOL DISTRICT
VARIANCE AGREEMENT ON LEAVES OF ABSENCE

I have requested a leave of absence which varies in some particular way from the leaves authorized by the 1989-93 collective bargaining agreement between the GLOVERSVILLE ENLARGED CITY SCHOOL DISTRICT and the GLOVERSVILLE TEACHERS ASSOCIATION. I hereby agree that if this leave is granted, it will not serve as a precedent for the granting of other leaves or as a past practice. I understand that the granting of my request is in the sole and unreviewable discretion of the District and will not be used by either party against the other in the future.

Specifically, I am requesting the following variance from the contract:

Dates Requested: _____

Teacher

The above conditions are acceptable to the Gloversville Teachers Association.

GTA President

Date: _____

Approved by the Superintendent

Date: _____

ARTICLE 14

SABBATICAL LEAVES

- 14.1 Regularly appointed teachers who have served for 7 years in the District may, upon recommendation of the superintendent and with the approval of the Board, be granted a sabbatical leave of absence for study at an accredited institution or travel for professional improvement under the following conditions:
- 14.1.1 Applicants must file with the superintendent a statement of request which defines the purpose of such leave. If the leave is for study, it must be in the subject area(s) directly related to the teacher's teaching assignment or to some specific area in publicly supported education. The statement will include the institute to be attended and the course to be pursued (12 credits/half year, 24 credits/full year, or equivalent as stated in writing by graduate advisor). If the leave is for travel, the statement will include areas to be visited, intended time (four months/half year, eight months/one year) to be spent in each area and the relevance of the visit in terms of present or future professional teaching assignments.
- 14.1.2 Teachers granted a leave of absence for study must request the university to transmit a certificate of enrollment at the time of registration. Teachers granted a leave for travel shall prepare a brief summary at the conclusion of the travel which will become a part of the teacher's personnel file.
- 14.1.3 Any teacher accepting a sabbatical leave shall enter into a written agreement with the Board which shall provide that, in the event the teacher resigns from district service before the completion of two years of service after expiration of the sabbatical leave, the teacher shall reimburse the Board for that amount of money the unfulfilled two year period bears to the full amount granted during such leave.
- 14.1.4 Such leave shall be granted for not less than one full semester nor more than one school year. A teacher will not be eligible for another sabbatical leave until he/she has completed seven years of service in the District following termination of the first leave.

- 14.1.5 The teacher will receive three-fourths of the eligible contract salary for a semester or a full year's leave pro-rated on the teacher's choice of either a semester or a full year. Payments will be prorated over the period of the leave.
- 14.1.6 Not more than 2% of the total number of the professional staff regularly employed shall be on sabbatical leave of absence at any one time. In the event the number of applications submitted exceeds 2%, the superintendent shall make the selection in accordance with the following guidelines:
 - 14.1.6.1 Nature of service, based primarily on the greatest return to the professional well-being of the District.
 - 14.1.6.2 All the teacher's fringe benefits will continue during the sabbatical leave.
- 14.1.7 Any teacher on sabbatical leave shall be entitled to his/her regular salary increments, for regular service, in accordance with the teacher's salary schedule in effect for the year the teacher is on leave.
- 14.1.8 The Board shall act on all applications for leave at its first regular meeting in March of the preceding school year. Exceptions to the above may be recommended by the superintendent.
- 14.1.9 Teachers who have been granted leaves of absence shall notify the superintendent in writing on or before the first day of November or March preceding the opening of the semester following the expiration of leave, of their intention to resume work at the beginning of the school semester.
- 14.1.10 All teachers returning from leave shall, upon request, be restored to the same or equivalent position they held at the time the leave was granted.

ARTICLE 15

HEALTH INSURANCE

15.1 Each member of the bargaining unit shall be entitled to receive health insurance coverage under a plan selected by the Board. The Board shall have the right to change health insurance carriers or plans provided any plan selected provides benefits equal to or better than those provided under the plan in effect on June 30, 1989.

15.2 Premium Payment

15.2.1 The Board will pay a percentage of the cost of the health insurance premium for a single, two-person or family plan for each bargaining unit member who requests health insurance coverage, as is appropriate to each bargaining unit member's family situation. Effective July 1, 1995 until June 30, 2006, the percentage paid by the Board will be 85% and the percentage paid by the bargaining unit member will be 15%. Effective July 1, 2006, the percentage paid by the Board will be 84% and the percentage paid by the bargaining unit member will be 16%. Effective January 1, 1998, the annual extended medical deductible shall increase from \$50 per individual/\$150 per family to \$100 per individual/\$300 per family.

15.2.2 The District shall implement the pre-tax dollar benefits provided pursuant to Section 125 of the U.S. Internal Revenue Code (IRS 125) effective July 1, 1995. The 15% contribution by bargaining unit members represents an increase from 10% in prior years. The IRS 125 is being implemented for the purpose of offsetting the actual dollar cost of the 5% contribution increase to bargaining unit members. Therefore, bargaining unit members shall be saved harmless to the extent that implementation of the IRS 125 does not offset the cost of their additional 5% contribution.

15.3 In the event the Board enters into an agreement with a health maintenance organization (HMO) to offer health services to District personnel, individual teachers shall have the option of enrolling in the HMO and discontinuing participation in the board health insurance plan. The Board's contribution towards the cost of such coverage shall not exceed the contribution otherwise made on account of such teacher under this paragraph.

15.4 All teachers hired prior to October 1, 2004 will have the option of enrolling at any time in any of the health plans that were available to the bargaining unit members as of June 30, 1989. All teachers hired after October 1, 2004 may enroll in any of the health plans that were available to the bargaining unit members as of June 30, 1989 except for the indemnity plan offered by the Board.

15.5 **Retirees.** Retirees shall be entitled to receive health insurance coverage under a plan selected by the Board. The Board shall have the right to change health insurance carriers or plans provided any plan selected provides benefits equal to or better than those provided under the plan in effect on June 30, 1989.

15.5.1 The following formula will be used to compute the retired teacher's entitlement:

Daily rate at retirement x 1/10 of unused accumulated paid leave days up to 210 days – total allotment toward teacher's cost of health insurance.

15.5.2 Example:

Daily rate at retirement = \$50 (\$10,000 ÷ 210 school days)
1/10 of 210 unused accumulated paid leave days = 21
21 X \$50 = \$1,050
Yearly Contribution = \$10.49 Single 5% of current
 27.51 2 – Party Blue Cross –
 29.54 Family Shield rate)

15.5.3 The Board reserves the right to contract for the benefits provided under 15.1 through an insurance carrier other than the one currently designated. In the event of a change of carrier, the hospitalization, medical-surgical and major medical benefits provided by the new carrier shall, in all respects, be at least equal to the Blue Cross/Blue Shield Plan C that was in effect June 30, 1983.

15.6 A District Health Insurance Advisory Committee will be established. This committee will consist of representatives from the District and from the Association. The purpose of the committee will be to investigate ways that health insurance costs can be contained.

15.7 **Health Insurance Buyout**

- 15.7.1 A member of the bargaining unit who elects not to receive District provided health insurance coverage will receive an alternate, annual benefit of \$2,000 provided that the bargaining unit member received District provided health insurance coverage for a full year in the prior year, or that the member is newly hired.
- 15.7.2 Each teacher who elects not to receive District provided health insurance will provide the District with proof of alternate health insurance.

ARTICLE 16

DENTAL INSURANCE

- 16.1 Effective April 1, 1990 each member of the bargaining unit shall be entitled to receive dental insurance coverage. The dental insurance plan shall initially be selected by both the Board and the Association. Thereafter, the Board may change dental insurance plans or carriers provided the plan selected provides benefits equal to or better than that provided under the mutually selected plan in effect on April 1, 1990.
- 16.2 The Board shall pay 90% of the cost of the dental insurance premium for a single, two-person or family plan for each bargaining unit member who requests dental insurance coverage as is appropriate to his/her family situation. Each bargaining unit member shall pay the remaining 10% of the cost of the dental insurance premium.

ARTICLE 17

INSERVICE EDUCATION

- 17.1 The Board has taken the position that a continuous program of inservice education is both mandatory and beneficial to quality education. Such a program shall cover methodology, updating curriculum and improvement of teaching skills. The Board feels that the expenditures for inservice training is a fundamental and basic cost which should receive top priority in fiscal planning. However, a truly effective program requires comprehensive study and projected planning; therefore, it is the Board's recommendation that the District Advisory Council, along with the central administrative staff, make a yearly study of inservice needs and report its findings to the Board not later than the October meeting.
- 17.2 It is agreed that the nomination and election of faculty delegates to the District Advisory Council shall be by their peers free of participation by or interference of the administration.
- 17.3 The study should include inservice programs on a regular basis during the school year, provide, if possible, a professional inservice day each school year, and provide for summer curriculum workshop(s) for the improvement of instruction.
- 17.4 The Board may provide for the release of school time for teacher attendance at any inservice training programs provided by the school system. If an inservice training program is scheduled on school time, supervision will be provided for the classes of each participant.
- 17.5 The Board shall make available funds for curriculum studies and workshops leading to compilation of courses of study on a calendar year basis. Stipends for such work on an individual basis shall be a matter of discussion between the Association representatives and representatives of the administration.

ARTICLE 18

GRIEVANCE PROCEDURE

18.1 Purpose

18.1.1 It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure, as with all provisions of this contract, must be available without coercion, reprisal, restraint or discrimination because of their use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

18.2 Definitions

18.2.1 "Grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.

18.2.2 "Teacher" is any person in the unit covered by this Agreement.

18.2.3 "Aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf the Association submits a grievance. Any aggrieved party shall have the right to be represented on all steps of the grievance procedure.

18.3 Submission of Grievances

18.3.1 Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

18.3.2 Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

- 18.3.3 A grievance shall be deemed waived unless it is submitted within 30 school days after the aggrieved party knew or should have known of the events or conditions of which it is based.
- 18.3.4 A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the building principal.
- 18.3.5 The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal. Otherwise, it shall be submitted directly to the superintendent.
- 18.3.6 From the last day of school in June to the first day in September, "days" shall mean calendar days.
- 18.3.7 Except as may be approved by the administration, preparation and processing of grievances shall be conducted at a time which will not interfere with regular school operations.
- 18.3.8 The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material, relevant documents, communications and records concerning the alleged grievance; provided, however, that neither party shall be required to compile data on behalf of the other, nor shall either party, in a proceeding involving the alleged discipline of an employee under a 3020-a procedure, be required to identify the names of witnesses or to produce witness statements or reports of investigations.
- 18.3.9 An aggrieved party and any party-in-interest shall have the right at all stages of a 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.
- 18.3.10 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

18.4 **Grievance Procedure**

18.4.1 **Stage I**

18.4.1.1 The building principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the building principal, or if no response is received within five (5) school days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent within five (5) school days thereafter.

18.4.2 **Stage II**

18.4.2.1 The superintendent, or designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of position no later than two school weeks after receipt.

18.4.3 **Stage III**

18.4.3.1 If the aggrieved parties are not satisfied with the response at Stage II, or if no response is received within two school weeks after receipt at Stage II, the Association may submit a copy of the grievance within five school days thereafter to the Board.

18.4.3.2 Within 15 school days after receipt of the grievance at Stage III the Board will meet in executive session with the aggrieved and the Association representatives and shall render a decision in writing on said grievance.

18.4.3.3 The arbitrator's decision will be in writing and will set forth findings, reasonings and conclusions on the issues submitted and will be binding on both parties. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

18.4.4 **Stage IV**

18.4.4.1 In the event the Association is not satisfied with the statement of the Board with respect to a grievance, it may, within 15 days after

receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association (AAA) propose the names of seven arbitrators. A copy of such request shall be forwarded to the superintendent.

18.4.4.2 Upon receipt of names of the proposed arbitrators, and in accordance with the selection procedures of AAA, the parties shall strike names from the list(s) submitted until one ultimately is designated as the arbitrator.

18.4.4.3 The cost for the services of the arbitrator will be borne equally by the Board and the Association.

18.5 **No Strike Pledge**

18.5.1 The Association agrees that its members shall not engage in any strike, work stoppage, slow down, refusal to work, cause, instigate, encourage, or condone a strike, because of any dispute or disagreement between the Board and the Association during the term of this Agreement.

ARTICLE 19

ASSOCIATION MEETINGS

19.1 A period of 60 minutes shall be reserved in the morning on the Superintendent's Conference Day held in September for the purpose of allowing a meeting of the Association.

19.2 In the event the Board schedules a second Superintendent's Conference Day, a period of 45 minutes shall be reserved in the morning on such day for the purpose of allowing a meeting of the Association.

ARTICLE 20

DISTRICT HEALTH SERVICES

- 20.1 A minimum of one health care professional will be maintained at the elementary level, one at the middle school or junior high school and one at the senior high school.

ARTICLE 21

403(b) AGREEMENT

MEMORANDUM OF AGREEMENT (hereinafter ("MOA"))

THIS AGREEMENT is entered into as of the 22nd day of May 2003, by and between the Gloversville Enlarged School District ("Employer") and the Gloversville Teachers Association (the "Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective July 1, 2003, the Employer and Association agree to the following:

Employer Non-Elective Contribution to 403(b) Plan

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

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

For all members, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. **403(b) Accounts** Employer Non-Elective contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life and Annuity Company, in the name of the employee.
4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

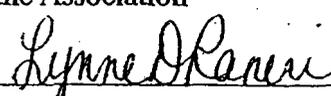
5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
7. The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.
8. **Employer Non-Elective Contribution Equal to Longevity Increment** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution in accordance with Article 21 of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

For Employer

By: 

Dated: May 22, 03

For the Association

By: 

Dated: 5/22/03

APPENDIX A
SALARY SCHEDULES
BACHELORS DEGREE

Step	2004-05	2005-06	2006-07	2007-08	2008-09
1	\$32,773	\$33,428	\$33,714	\$34,000	\$35,250
2	\$33,813	\$34,489	\$34,974	\$35,358	\$36,692
3	\$34,853	\$35,550	\$36,233	\$36,816	\$38,233
4	\$35,894	\$36,612	\$37,493	\$38,274	\$39,775
5	\$36,934	\$37,673	\$38,752	\$39,732	\$41,317
6	\$38,183	\$38,946	\$40,118	\$41,190	\$42,858
7	\$39,223	\$40,008	\$41,378	\$42,648	\$44,400
8	\$40,263	\$41,069	\$42,637	\$44,105	\$45,942
9	\$41,304	\$42,130	\$43,897	\$45,563	\$47,483
10	\$42,344	\$43,191	\$45,156	\$47,021	\$49,025
11	\$43,489	\$44,358	\$46,469	\$48,479	\$50,567
12	\$45,257	\$46,163	\$48,100	\$50,000	\$52,108
13	\$45,882	\$46,799	\$49,147	\$51,395	\$53,650
14	\$46,402	\$47,330	\$50,141	\$52,853	\$55,192
15	\$47,442	\$48,391	\$51,401	\$54,311	\$56,733
16	\$48,483	\$49,452	\$52,661	\$55,769	\$58,275
17	\$49,419	\$50,407	\$53,867	\$57,227	\$59,817
18	\$50,355	\$51,362	\$55,074	\$58,685	\$61,358
19	\$51,292	\$52,318	\$56,280	\$60,143	\$62,900
20	\$52,332	\$53,379	\$57,540	\$61,600	\$64,442
21	\$53,268	\$54,334	\$58,746	\$63,058	\$65,983
22	\$55,661	\$56,775	\$60,695	\$64,516	\$67,525
23	\$58,262	\$59,428	\$62,751	\$66,000	\$69,067
24	\$61,071	\$62,293	\$64,913	\$67,432	\$70,608
25	\$64,609	\$65,901	\$67,946	\$69,990	\$72,250

Increases are completely automatic. Each teacher hired by the Board after September 1, 1989 shall be given salary credit for all prior teaching experience of a semester or more; military service up to two years. Salary increases for additional professional training will become effective on September 1 and February 1 of each school year. Payment will be made for each credit or training completed at a rate of \$35 for 2003-04; \$45 for 2004-05 and \$50 for 2005-06 through 2008-09. A statement by the college or instructor will be acceptable for immediate consideration but official transcripts will be filed with the Superintendent. The Master's Degree stipend will be an additional \$700 for 2003-04; \$850 for 2004-05 and \$1000 for 2005-06 through 2008-09.

ARTICLE 22

DURATION OF CONTRACT

- 21.1 This contract shall be effective as of July 1, 2004 and shall continue in effect through June 30, 2009.
- 21.2 In the event either party wishes to amend this contract, notice may be given by November 1 of the year preceding the expiration date of this contract. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of procedures of this agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1, or at such other time as may be mutually agreeable to the parties.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 26 day of August, 2004.

Board of Education of the Gloversville Enlarged School District

By: Kathleen A. Hillak
President

Gloversville Teachers Association

By: Lynne D. Raneri
President

Daniel T. Carr

APPENDIX B
SALARY SCHEDULES
ATHLETIC COORDINATOR AND COACHES

	2004-05	2005-06	2006-07	2007-08	2008-09
The base salary shall be:	\$4,547	\$4,637	\$4,650	\$4,675	\$4,700
Athletic Coordinator (150%)	\$6,820	\$6,956	\$6,975	\$7,013	\$7,050
Group 1 (100% x base salary)	\$4,547	\$4,637	\$4,650	\$4,675	\$4,700
Basketball (boys)		\$4,637	\$4,650	\$4,675	\$4,700
Basketball (girls)		\$4,637	\$4,650	\$4,675	\$4,700
Football		\$4,637	\$4,650	\$4,675	\$4,700
* Assistant Coaches	\$3,637	\$3,710			
Group 2 (90% x base salary)	\$4,092	\$4,174	\$4,185		
Baseball		\$4,174			
Softball		\$4,174			
Skiing		\$4,174			
Soccer (Boys)		\$4,174			
Soccer (Girls)		\$4,174			
Field Hockey		\$4,174			
Indoor Track		\$4,174			
Swimming		\$4,174			
Spring Track		\$4,174			
*Assistant Coaches	\$3,274	\$3,339			
Group 3 (80% x base salary)	\$3,637	\$3,710			
Cross Country					
*Assistant Coaches	\$2,910	\$2,968			
Group 4 (70% x base salary)	\$3,183	\$3,246			
Volleyball					
Assistant Coaches	\$2,546	\$2,597			
Group 5 (60% x base salary)	\$2,728	\$2,782			
Bowling					
Tennis					
Cheerleading (fall & winter)					
Group 6 (50% x base salary)	\$2,273	\$2,319			
Golf					
INTRAMURALS (per hour) 1,560 hours	\$15	\$16	\$17	\$17	\$18

- * Assistant Coaches are paid 80% of the head coach's stipend.
- ** Coaches of teams that are involved in section play will be compensated at the rate of \$50 for each week that the season is extended.

APPENDIX C
SALARY SCHEDULES
EXTRA CURRICULAR ACTIVITIES

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
The base salary shall be:		\$3,672	\$3,700	\$3,725	\$3,750
Group 1 (100% x base salary)		\$3,672	\$3,700	\$3,725	\$3,750
HS Student Government					
HS Play Director(s)					
Oracle					
Group 2 (75% x base salary)		\$2,754			
Sr. Class Advisor					
Jr. Class Advisor					
HS Play Tech Director(s)					
HS Play Choreographer					
HS Music Director					
MS Play Director(s)					
Group 3 (50% x base salary)		\$1,836			
Football Show					
Majorettes					
Field Band & Music Directors					
Marching & Maneuver					
Asst. Marching & Maneuver					
Percussion					
Asst. Percussion					
Color Guard					
Assistant Color Guard					
MS Student Government					
Sophomore Class Advisor					
Freshman Class Advisor					
HS Decca Club					
HS SADD					
MS Assistant Play Director(s)					
Husky Growl					
MS Yearbook					
Group 4 (25% x base salary)		\$918			
HS Band Club					
HS Biology Club					
HS Choir Club					

HS Language Club					
HS Technology Club					
Group 4 (25% x base salary)		\$918			
HS National Honor Society					
HS Ski Club					
HS Rapid Recall Club					
HS Track Club					
HS Key Club					
HS Mock Trial					
MS Computer Club					
MS Dramatic Club					
MS Technology Club					
MS Science Club					
MS Girls Athletic					
MS Newspaper					
Auditorium Advisor					
Jazz Director					
MS Choreographer (fall/spring)					
MS Library Club					
MS Adventure Club					
MS Ski Club					
MS Builders' Club					
Group 5 (Elementary Clubs) 200 hours per school total: 800 hours (per hour)		\$16	\$17	\$17	\$18

APPENDIX D

OTHER COMPENSATION

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
The base salary shall be:	\$3,600	\$3,672	\$3,700	\$3,725	\$3,750
Summer school (per class)	\$1,178	\$1,201	\$1,240	\$1,275	\$1,310
Teaching an extra class	\$5,202	\$5,306	\$5,466	\$5,630	\$5,799
Parades (per hour)	\$15	\$16	\$17	\$17	\$18
Music Festivals (per hour)	\$15	\$16	\$17	\$17	\$18
Team/Unit Leader	\$1,332	\$1,359	\$1,359	\$1,359	\$1,359
Department Chairperson	\$1,332	\$1,471	\$1,600	\$1,800	\$2,000
Department Chairperson – payment per additional teachers	\$26	\$27	\$28	\$30	\$32
Home Teachers (per hour)	\$15	\$16	\$17	\$17	\$18
Bus Duty	\$810	\$827	\$827	\$827	\$827
Tutoring (per hour)	\$26	\$27	\$28	\$30	\$32
Curriculum Writing (per hour)	\$26	\$27	\$28	\$30	\$32
Presenting/staff development (per hour outside of regular work day)	\$26	\$27	\$28	\$30	\$32
Mentoring	\$1,040 3,000	\$3,000	\$3,000	\$3,000	\$3,000
Subbing for Colleague (per class)	\$20	\$20	\$20	\$20	\$20

- * In addition, each bargaining unit member who teaches summer school shall receive an additional \$15 for each year of prior summer school teaching experience with the District, up to a maximum of 15 years or \$225.