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**AGREEMENT**  
**BETWEEN**  
**ALBION CENTRAL SCHOOL DISTRICT**  
**AND**  
**ALBION TEACHERS' ASSOCIATION**



**July 1, 2004 – June 30, 2008**

**RECEIVED**

DEC 09 2004

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

213

**ALBION CENTRAL SCHOOL DISTRICT**

**ALBION TEACHERS' ASSOCIATION  
CONTRACT NEGOTIATING TEAM**

**DISTRICT**

Shawn Liddle  
Dr. Ada Grabowski

**ATA**

Mark Parsons  
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ARTICLE I

PREAMBLE

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

THIS AGREEMENT is made and entered into on this 3<sup>rd</sup> day of February, 2004 by and between the Board and the Association.

ARTICLE II

APPRAISAL OF SERVICES, PERSONNEL RECORDS AND RETENTION

A. Appraisal of Services

The District, Association and staff members will continue to cooperate in developing, training for and implementing the Annual Professional Growth Plan ("the Plan") adopted by the District. Any changes to the Plan will be developed by a standing committee made up of four representatives appointed by the Association and four representatives appointed by the Superintendent. The Superintendent or his/her designee and the Association President or his/her designee will co-chair the committee. Any agreements reached by this committee will be set forth in a written document signed by the Superintendent and the President of the Association, will be binding on the District and Association, will not be subject to negotiation with the Association, and will supersede any inconsistent provisions of the bargaining agreement.

Staff performance reviews will be based on the Plan. First and second-year teachers will have four classroom observations each year. At least two of these observations will be announced. Third year teachers (including those whose probationary period is extended pursuant to a Juul agreement) will have two classroom observations. At least one of these observations will be announced. In addition, third year teachers will also choose one of the appraisal methods set forth below. A building principal may suggest a particular appraisal method, but the final decision will rest with the teacher.

Tenured staff will select one appraisal method from the list below every other year. A building principal may suggest a particular appraisal method, but the final decision will rest with the teacher. While it is expected that throughout a teacher's career each of the four domains will be evaluated, no teacher will be subject to disciplinary action because of his/her choice of appraisal method.

Appraisal methods: classroom observation, video, assessment portfolio, logs, integrated unit plan, samples of student work, or research project.

The teacher's choice for an appraisal method will be submitted in writing to the principal prior to October 15<sup>th</sup> of the school year in which appraisal is required. The teacher and principal will establish a mutually agreed upon completion date. Upon notice of the selected appraisal method, the building principal will provide the teacher with any forms necessary to complete the appraisal.

Once the selected appraisal method is completed, the teacher and building principal will schedule a meeting. The building principal will complete the Summary Form for the selected appraisal method and review it with the teacher during that meeting. No other form of formal evaluation will be conducted for any tenured staff member without mutual consent between the District and Association. However, this will not preclude the evaluator from commenting in the evaluation document about matters of concern regarding the teacher which are not related to the selected appraisal method and/or chosen components.

Copies of the formal evaluation report will be given to the teacher and placed in his/her personnel file. All reports and/or reviews of an unsatisfactory nature must be in writing and enumerate shortcomings and strengths in a specific manner. Staff members will have the right to submit written comments about their evaluations and reviews, which will be attached to the performance review or evaluation document.

No teacher will be evaluated under the Plan until he or she has been given sufficient training concerning the new criteria on which the appraisal will be based. The District will bear the full cost of the training.

Materials produced by a teacher for his/her evaluation will be returned to the teacher with the final observation report. Such materials will be used by the District only for evaluative purposes related to the teacher for which the evaluation is performed. Upon request of a teacher, the District will provide the teacher with the most recent New York State Standards for his/her content area(s) at the start of a school year.

B. Personnel Records

The District will maintain a personnel file which shall contain copies of all filed information pertaining to a teacher. Building Principals will maintain a Supervisory file on all teachers assigned to their building. This file will contain all observation reports and copies of all memoranda of a supervisory nature forwarded to the teacher. A teacher shall be entitled to review the District and Supervisory files upon request (with the exception of confidential reference material contained therein), and the teacher may have an Association representative present during this review if so desired.

A teacher shall be provided with a copy of any material added to his or her file which is critical of performance or conduct. The teacher shall acknowledge receipt of a copy of these materials and shall have the right to submit a written answer which will be attached to the critical materials and placed in the file.

C. Retention

1. Teachers new to the District are probationary, usually for a period of three years. During this time the teacher is expected to achieve and maintain professional teaching competence and exhibit high standards of conduct so that he or she will be considered favorably for tenured status in the District. Through the use of the Improvement in Instruction Program, the District will provide assistance to new teachers, including information on instructional meetings, workshops, and in-service opportunities, provisions for demonstration lessons and classroom visitations upon request, and the introduction of teacher reference materials.
2. Probationary teachers are entitled to the protections contained in the Education Law relating to the notice, timing and right to request written reasons in the event of a dismissal during the probationary period or a denial of tenure at the end of the probationary period. At such times as a recommendation has been prepared for the Board of Education pertaining to the denial of tenure or dismissal, the teacher shall be notified of such action, but not later than May 15th of any school year.
3. Where any teacher is being considered for dismissal or denial of tenure, it shall be based upon the data maintained on file in the District and the teacher shall be entitled to the following: (a) a review of any and all written materials upon which the termination is being considered; (b) an informal meeting with the

teacher's Building Principal to discuss the basis for the proposed action; (c) an informal inquiry by the Superintendent or designee to

further review the basis for the proposed termination. A summary will be made by the Superintendent (designee) of the inquiry and provided to the teacher and Association.

This summary, together with any responses thereto will be forwarded to the Board of Education. A teacher is entitled to an Association representative at any of the above stages.

4. The discipline or dismissal of a teacher with tenure in the District shall be commenced through the filing and service of charges under the Education Law (S3020-a). Within the time required by law to answer said charges, the tenured teacher may, with the approval of the Association, request in writing that the discipline or discharge be reviewed by an arbitrator pursuant to the grievance procedure contained in this Agreement, in lieu of proceeding under the Education Law. If the District agrees to this election, the matter will proceed directly to arbitration, and both parties will have been deemed to have waived the procedures of the Education Law. The standard for the arbitrator will be whether the District had just and sufficient cause to impose the discipline or discharge.

### ARTICLE III

#### TEACHING HOURS

##### A. Work Day

The work day for all teachers shall be seven (7) hours inclusive of a minimum one-half hour duty-free lunch, class periods, homeroom, preparation time, study halls, and administrative assignments, but not including open house (1-by semester at any building on block scheduling), faculty meetings, in-service training, parent conferences or other meetings. In addition, teachers recognize their professional responsibility to provide necessary and appropriate assistance to students before and/or after the workday. Beginning and ending times will be established by the District, provided that the school day for any staff or group of staff shall not begin earlier than 7:00 A.M. or end later than 4:00 P.M. and the hours worked are consecutive.

##### B. Daily Dismissal

Teacher's day may end five (5) minutes after the last child has left his or her room on:

1. All Fridays through the school year; however, no teacher may leave until the school day ends.
2. The last full or part day of school prior to a vacation; however no teacher may leave until the school day ends.
3. Days when arrangements have been made with the building principal.

C. Duty-Free Periods

Teachers are free to move from building to building on the campus during their non-classroom time. They must notify the principal, the assistant principal, or the principal's office of their whereabouts on the campus.

D. Authorized Absence from Campus

Teachers may leave the school campus during the school day when the building principal has authorized such absence.

E. Preparation Period

14% of the workday shall be assigned to preparation time with at least one forty (40) minute block per day.

F. Work Year

The total instructional work year for teachers shall be limited to one hundred eighty five (185) days, effective July 1, 2002. Teachers shall be required as part of their work year to participate in three (five hour) in-service days during June (after graduation day), July, August and/or September (prior to Labor Day) or on a Saturday during the year. In-service days shall be job related. Any additional in-service days, beyond 3 days, completed shall be paid at a rate of \$100 per five hour day. Each of the 3 required in-service days that are not completed will require a 1/200 salary reduction for each day not attending.

(Examples of Inservice could include in-service training, curriculum work, Kindergarten Day in August, CPR training, Lifeguard recertifications, etc.)

1. All in-service will be completed on campus, except for in-service opportunities covered in item (7) below.
2. In-service will be completed by March 1<sup>st</sup>.
3. The District will offer after March 2<sup>nd</sup>, one make-up session, should there be five (5) or more teachers requiring in-service days and CPR recertification for

coaches.

4. Make ups off campus may be approved by the Superintendent and ATA President when extenuating circumstances require a make-up after March 1<sup>st</sup>. Extenuating circumstances apply only to faculty members on paid sick leave, paid disability, and/or the staff using sick bank time.
5. Any new employee hired after December 1<sup>st</sup> is exempt from the in-service requirement during their first year.
6. Any long-term substitute placed on salary and hired before December 1<sup>st</sup> must complete the inservice requirement.
7. Any unit member wishing to attend an off campus in-service, will complete an off campus - in-service request form and obtain written approval by the Principal, Staff Development Chairperson and the Superintendent prior to participating in the requested in-service. Registration fees, mileage, lodging, meals, and other expenses for off campus in-service not initiated and required by the District will be at the expense of the unit member.

G. Faculty/In-Service Meetings

With the exception of the traditional open house program, teachers shall not be required to work beyond the normal work day for more than twenty (20) days per year, and never for more than one (1) hour beyond the normal work day or on Friday or the last day of school prior to a vacation or holiday period. Where practicable, teachers will be given at least twenty-four (24) hours advance notice of meetings.

H. Teaching Assignments

The following language shall be effective during the term of the current collective bargaining agreement:

1. The grade 9-12 staff teaching in a traditional day program will have five (5) teaching periods per day. The grade 9-12 staff teaching in semester block will have three (3) teaching periods per day.

Middle School (grades 6-8) core teachers (Math, Science, Social Studies, English and Reading) shall have five (5) teaching periods per day. Non-core (special) teachers who do not have a class assignment in grade 6 during the 2001-2002 school year shall also have five (5) teaching periods per day through the 2003-2004 school year. Non-core (special) teachers who have a class assignment in grade 6 during the 2001-2002 school year may be assigned more than five (5) teaching periods.

2. Middle School teachers who have a five (5) teaching period per day restriction under the provisions of Section H of Article III (Teaching Assignments) during the term of the current collective bargaining agreement (July 1, 2000 through June 30, 2004) may voluntarily elect to be assigned to more than (5) teaching periods per day by submitting a written request to the Superintendent, and that upon receipt of such a written request, the Superintendent may make such an assignment without negotiations with the Association. Such election shall be binding for the remainder of the school year in which the election is made.

The following language shall be effective July 1, 2004:

3. The grade 9-12 staff teaching in a traditional day program will have five (5) teaching periods per day. The grade 9-12 staff teaching in semester block will have three (3) teaching periods per day.

Middle School (grades 6 through 8) core teachers (Math, Science, Social Studies, English and Reading) shall have five (5) teaching periods per day.

4. The High School Faculty will be working their normal seven hour work day during examination weeks. The High School students will not be in attendance during the normal "Regents" Examination Periods in January and/or June while the District operates under Block.

#### ARTICLE IV

#### SALARY AND BENEFITS

- A. All employees covered by this Agreement will be paid every other Friday. Checks will be made available at teacher dismissal time on each appropriate payday. When the regular payday occurs less than four days within a vacation period during the school year, that payday shall be advanced to the last day prior to the beginning of the vacation period, provided that not more than one pay period shall be advanced with respect to any vacation period.
- B. All personnel covered by this Agreement shall be provided with two pay date options. Under the 22 pay option, employees would receive 1/22 of their total salary on each of their regularly scheduled pay dates. Under the 26 pay option, the employee will receive 1/26 of teacher pay on each of the regularly scheduled pay dates and 5/26 on the second pay date in June.

- C. This section reserved for future use.
- D. Credit for graduate hours will be granted for each hour taken at the following rates:
1. \$40 per graduate hour. All graduate hours beyond thirty (30) earned after September 1, 1972 must be in the assignment area and have prior approval by the Superintendent upon recommendation of the Building Principal. All graduate hours will be paid at the same rate.
  2. Teachers who begin employment on or after October 15th will have 45 days from the date of appointment, but no later than June 1st to submit such transcript in order to be paid for their graduate hours in the initial school year of their employment.
  3. Transcripts for salary credit must be received by the Superintendent no later than December 1st of any school year and shall be paid no later than the first January pay date.
  4. Payment for in-service shall be paid at the rate of \$5.00 for each block of three (3) hours of work taken at the direction of the principal or with the prior approval of Superintendent. Payment will be made in the same fashion as has been followed with graduate hour credit. Payment will be made for work taken after July 1, 1982.
- E. \$600 additional will be paid for each Master's Degree.
- F. A list of payroll dates will be provided to employees by the first day of September.
- G. Effective 7/1/90, a teacher who is required as part of his or her job on a regular basis to use his or her vehicle for transportation in order to perform his or her duties shall be reimbursed at the maximum allowable rate established by Internal Revenue Service. Reimbursement will be provided on the basis of travel to and from the original point of departure.
- H. The extra curricular/athletic salary schedule is attached. Teachers employed in these capacities will advance one step on the schedule for each year of experience in the particular sport or activity during the term of this agreement. After Step 5, each teacher will receive a 3% increase each year for each of the remaining years of the contract. (Effective July 1, 2004).

Extra-curricular duties, other than the above, assigned by the administration shall be paid at the rate of forty (40) dollars per teacher per home event and forty-five (45) dollars per teacher for away activities. This shall be for activity outside regular school duties. A teacher being paid for extra-curricular duties will remain in the area supervised until it is completely cleared of spectators.

- I. Unit members who teach summer school shall receive one sick day on the first day of summer school for use by teachers absent from duty on account of personal illness, injury, or any other approved illness (Article V Section A Item 3) during that summer. If this sick day is not used during the summer, it will not be added to the teacher's accumulated sick leave at the end of summer school.

Summer school teachers will receive written notification of their summer assignment and salary before June 15<sup>th</sup>.

Summer school remediation classes shall not exceed fifteen (15) students per section, with a goal of twelve (12) per section.

Summer school salary schedule:

Summer 2004-2007  
\$33 per hour

Summer guidance work shall be paid on an hourly basis by dividing 1/200 of annual salary (including graduate/masters) by seven (7) hours.

J. Career Programs

a. Professional Step Increment

1. A professional service step increment will be added to the base salary as follows:

(Effective July 1, 2004)

After 23 years of educational service as credited by NYSTR add \$2,000  
After 25 years of educational service as credited by NYSTR add \$4,000  
After 27 years of educational service as credited by NYSTR add \$6,000  
After 29 years of educational service as credited by NYSTR add \$8,000  
After 30 years of educational service as credited by NYSTR add \$10,000

2. The Professional Step Increment shall be added to the teacher's base salary the following September after completing the required years of service.

3. Staff members who have years of credit outside the Albion School District must provide a copy of their New York State Teachers Retirement Annual Statement Summary Account by July 1, as they approach the 23<sup>rd</sup> year of educational service as credited by NYSTRS. The District

will then maintain, and annually update, the educational service credit after the 23<sup>rd</sup> year of educational service. Failure of the employee to provide the NYSTRS Annual Statement Summary information shall not hold the District responsible for retroactive pay regarding missed professional step payments.

b. Early Notice Incentive

Unit members not participating in other local Retirement Incentives may qualify for an Early Notice Incentive. A unit member will receive a \$1,000 incentive payment if he or she submits in writing by September 30<sup>th</sup> that the member will be retiring on June 30<sup>th</sup> of the same school year. This applies to any teacher who is eligible to retire under the NYSTRS and who has at least 10 years of service with the Albion Central School District.

K. Residency Bonus

Each member of the bargaining unit who lives in the District or moves into the District as of July 1 shall receive an additional \$500 bonus in addition to step salary each year of the agreement. The stipend will be prorated for those members moving in or out of the District after July 1 of any given school year. The residency bonus will not be added to the unit member's base salary. (Effective July 1, 2002, first payment by July 15, 2003.)

L. Attendance Award

Each teacher who uses no sick or deduct time between September 1 and June 30 shall receive \$500. Each teacher who uses only one sick or deduct day between September 1 and June 30 shall receive \$300. Payment will be made by July 15. (Effective July 1, 2002, first payment by July 15, 2003.)

M. Insurance Benefits

1. Health Insurance

- a. For unit members enrolled on or before July 2, 2004 and remaining enrolled in the Orleans-Niagara Health Consortium Traditional Health Plan, the District will pay 90% of the cost of health insurance coverage for eligible unit members who hold a position of greater than .5 FTE in accordance with their family status (single, two-person or family). Such coverage will be that provided through the Orleans-Niagara Health Consortium (including all riders as of June 1993) or any successor organization, or if agreed to by the parties, the substantial equivalent, with a

\$200 deductible for single coverage and a \$400 deductible for two-person or family coverage. This health insurance coverage will include coverage under an Orleans-Niagara Health Consortium prescription plan with a \$10.00 employee co-payment for generic drugs and a \$20.00 employee co-payment for non-generic drugs and a \$30.00 co-payment for non-preferred drugs effective July 1, 2004.

For any new enrollee in the Orleans-Niagara Consortium Health Plan on or after July 3, 2004, the District will pay 100% of the cost of POS health insurance coverage for eligible unit members who hold a position of greater than .5 FTE in accordance with their family status (single, two-person or family). Such coverage will be that provided through the Orleans-Niagara Health Consortium (including all riders as of June 2002) or any successor organization, or if agreed to by the parties, the substantial equivalent.

A Unit member may elect coverage under traditional health insurance, if offered by the District, by paying the difference between the cost of the POS health insurance and the traditional health insurance plan. Such traditional coverage will be that provided through the Orleans-Niagara Health Consortium (including all riders as of June 1993) or any successor organization, or if agreed to by the parties, the substantial equivalent, with a \$200 deductible for single coverage and a \$400 deductible for two-person or family coverage. This health insurance coverage will include coverage under an Orleans-Niagara Health Consortium prescription plan with a \$10.00 employee co-payment for generic drugs and a \$20.00 employee co-payment for non-generic drugs and a \$30.00 co-payment for non-preferred drugs effective July 1, 2004.

For unit members actively on the payroll who have been appointed to a position of .5 FTE or less, the District will pay a percentage of the cost of such POS health insurance coverage equivalent to the employee's FTE. Such a unit member may elect coverage under traditional health insurance, if offered by the District, by paying the difference between the District contribution toward the POS health insurance and the full cost of the traditional health insurance plan.

- b. The coverage shall include one (1) full calendar year beginning on the anniversary date of the policy. For each month of employment the employee

shall be entitled to 1/10 of the year's coverage.  
(Example: 5 mos.= 6 mos.; 10 mos.= 12 mos.)

- c. Any unit member appointed to a position of greater than .5 FTE providing proof of other health insurance coverage by July 1 will annually receive additional compensation of \$500. In the event that at least twenty-five (25) unit members provide proof that they are covered by other health insurance by July 1, the compensation will be \$1500 per staff member. In the event that at least forty five (45) unit members provide proof that they are covered by other health insurance by July 1, the compensation will be \$2,000 per staff member.
- d. All new teacher employees hired during July, August or September (first Board Meeting) shall have the opportunity to not participate in health insurance and receive the full additional compensation as established on July 1.

Any new teacher employed after September (first Board Meeting) shall be eligible to receive the second semester health insurance compensation (1/2 amount established on July 1) providing they are employed through June 30.

There will be no prorating of the health insurance compensation for employees employed less than ten (10) months except as noted above.

- e. A unit member who receives comparable coverage under any other health insurance plan is not eligible to enroll in a health insurance plan offered by the District.

## 2. Retirement Health Insurance

- a. The District will make available to retirees health insurance through the Orleans-Niagara Health Consortium under the same conditions as active employees, excluding the prescription drug plan. (Effective January 1, 2002.)
- b. Unit members retiring on or after the ratification of the contract date may elect one of the following options within thirty (30) days of their retirement date (effective February 18, 2002):
  - 1) Employees electing to receive up to twelve (12) years of retirement health insurance must use fourteen (14) days of accumulated sick leave to purchase one (1) year of retirement health insurance.

- 2) Employees electing to receive more than twelve (12) years of retirement health insurance up to a maximum of fifteen (15) years of retirement health insurance must use sixteen (16) days of accumulated sick leave to purchase one (1) year of retirement health insurance.
- c. Retirees may vest their sick leave and may purchase as in 3 (b) at a future date should they not need health insurance at the time of retirement.
- d. Each retiree from the Albion School System shall be eligible for this Retirement Health Insurance according to the following conditions:
  - 1) If the retiree is at least fifty-five (55) years of age, this Retirement Health Insurance shall become effective immediately;
  - 2) If a person retires prior to age fifty-five (55) after at least fifteen (15) years of service in the Albion School System, he may vest this Retirement Health Insurance until age fifty-five (55).
  - 3) If a person retires prior to age fifty-five (55) and has had at least twenty (20) years of service in the Albion School System, this Retirement Health Insurance coverage is collectible immediately.
- e. Retirees may purchase the prescription plan at cost.
- f. Retirees may purchase the dental plan at cost.
3. Dental Insurance
  - a. The Board shall provide a single or family Dental Plan under Dental Pay, Inc., or its equivalent.
4. The District will create an Internal Revenue Code § 125 reimbursement plan for tax-deductible medical and vision expenses. The District will contribute \$200 per year on behalf of each unit member effective July 1, 2004 and \$300 per year effective July 1, 2006. Any part of the allotment not used by an employee during a school year will be forfeited.

N. Jury Duty Pay

1. Teachers serving on jury duty shall continue to receive their full pay and benefits. The teacher must provide a copy of the subpoena as soon as it is received.

Teachers on jury duty will report to work when their presence is not required by the court.

2. Upon payment for jury duty, the teacher shall reimburse the District the amount he/she was paid for the performance of jury duty excluding any expense reimbursement.

O. Long Term Substitutes

1. "Long-Term Substitutes" will be considered members of the ATA Bargaining Unit and covered by certain provisions of the labor agreement, as hereinafter defined.
  - a. The term "Long-Term Substitute" means any certified teacher employed full-time as a substitute for a regular teacher who is a member of the bargaining unit, where the anticipated term of employment for the long-term substitute is at least 30 consecutive teacher days. The term long-term substitute shall also include certified teachers whose full-time substitute service is not anticipated to be in excess of 30 consecutive teaching days, but whose actual service exceeds 30 consecutive teaching days.
  - b. Long-Term substitutes whose anticipated service is in excess of 30 days as defined above, shall be treated as bargaining unit members and given the contract benefits specified below beginning with their first day of long-term substitute service. Long-term substitute teachers whose service is not initially anticipated to exceed 30 days, but who do exceed the 30-day minimum, shall be considered as members of the bargaining unit and covered by the contract provisions specified below beginning with the 31<sup>st</sup> day of consecutive substitute service.
  - c. The District will not terminate substitute teachers for the purpose of avoiding the obligations to long-term substitutes. In case of a claimed violation, the burden of proof shall be on the District.
2. Any substitute teacher who does not meet the above definitions shall be considered a per diem or itinerant sub, shall not be considered a member of the bargaining unit, and his/her terms and conditions of employment shall continue to be the management prerogative of the District.
3. It is recognized by the parties that all substitutes hold encumbered positions and, as such, they are not entitled to seniority, probationary or tenure status, except in so far as a substitute is entitled to certain credit under the law

(Jarema Act) for prior substitute service after he/she receives a probationary appointment.

4. The following provisions of the labor agreement between the parties shall apply to those hereinbefore defined as long-term substitutes:
  - a. Article I, VII, IX through XVIII.
5. Article IIB. Also, the District will make an effort to observe long-term substitutes employed for a full semester or more.
6. Article III, but with respect to paragraph H, it is understood that the long-term substitute can be required to teach a 6<sup>th</sup> class if the regular teacher had so elected.
7. Article IV A; B; D; E; F; G; M 1 a, b, c, e, M 3, and M 4 during the term of actual employment only. Add the following to M 1, b "Notwithstanding the foregoing substitute teachers of less than one semester shall not receive prorated coverage at the end of their assignment."
8. Article V, paragraphs A, B, C, D, and E. It is further agreed that under A, long-term substitutes shall be credited in advance with 1.2 days per month sick leave; the number of credited days shall equal the anticipated number of months of employment and, in the case that the initial term is exceeded, long-term substitutes shall be credited with 1.2 days of sick leave per month of service (in advance), provided that long-term substitutes employed for a full year shall be credited with twelve (12) sick days. It is further agreed that under E, long-term substitutes shall receive one (1) personal day if employed for a full semester and two (2) days if employed for a full year.
9. The salary to be received by long-term substitutes shall be based upon the base salary for a regularly employed teacher at Step A, and the long-term substitute shall receive 1/200<sup>th</sup> for each day of service of 1/10<sup>th</sup> for each month of service, as required under the Education Law. The salary for a long-term substitute who has worked at least one full semester and who continues to be employed in the next consecutive school year shall be based on Step 2 of the schedule (third consecutive year, Step 3, etc.)

## ARTICLE V

### LEAVE

#### A. Sick Leave

1. All non-tenure teachers absent from duty on account of personal illness, injury, or any other approved illness, shall be allowed full pay for a total of twelve (12) days absence in any school year. All tenure teachers absent from duty on account of personal illness, injury or any other approved illness, shall be allowed full pay for a total of fifteen (15) days absence in any school year.
2. Accumulation - Each teacher shall be entitled to an unlimited accumulation of the unused portion of each year's sick leave which shall be made available to him or her in future years.
3. Other approved leaves of absence with pay but chargeable against a teacher's sick leave shall be granted for the following reasons:
  - a. Quarantine - Absence necessitated by exposure to contagious disease, as certified by a physician, in which the health of students or other employees would be impaired by his or her attendance on duty;
  - b. Family Illness - Cases of illness, serious injury, of a teacher's spouse or children or other members of the immediate household whose physical care he or she is principally responsible for, which necessitates his or her absence from work because of the need of the personal attention of the teacher.
  - c. Parent Illness - Up to three (3) days per year may be used in cases of illness or serious injury of a teacher's parents not otherwise covered.
4. Teacher sick time is awarded and accumulated by a pro-rated system based on pay periods (Article V) as presently shown on individual checks.

#### B. Compassionate Leave

A teacher absent from duty due to the death of a spouse, child, parent, parent-in-law, grandparent, grandchild, brother, sister, person residing in household, or immediate family member shall have a maximum of five (5) days of compassionate leave per occurrence. In the case of death of an immediate relative, time off may be granted by the

Superintendent of School to attend the funeral. This leave is not to be subtracted from any sick leave nor is it to be allowed to accumulate from year to year.

C. Physician's Verification

On those instances where a teacher is absent for illness for two (2) consecutive days or more, the teacher will confer with the school nurse upon the request of the building principal. The principal may request a physician's statement when the teacher has been absent for four (4) or more consecutive days.

D. Substitute Teacher List

Teachers shall be informed of a telephone number they must call before 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

Teachers agree that they will not willfully violate or misuse their sick leave or misrepresent any statement or condition under the same policy.

E. Personal Leave

Teachers shall be granted two (2) personal days per year. Personal leave shall accumulate up to 10 personal days. Twenty-four hour (24) notice will normally be given when these days are used and will not require administrative approval. Such days may not be used for the purpose of lengthening a holiday or vacation period, nor can more than two consecutive personal days be used, unless being used to conduct personal business as approved by the Superintendent.

Although personal days may be used for any personal reason, as professionals, teachers recognize personal leave days are normally used to conduct personal business which must be conducted during the work day.

F. Child-Bearing, Maternity, and Child-Rearing Leave

1. Definitions:

a. Child-Bearing Leave - An unpaid leave of absence granted to a teacher at any time between the date a teacher first notifies the District that said teacher is pregnant and the date the teacher is no longer physically able to work, as determined by her physician.

b. Maternity Leave - The period of time of the teacher's pregnancy-related disability. Such leave will begin on the date the teacher is no longer physically able to work, as determined by her

physician, and will end on the date the teacher's physician determines that said teacher is physically able to return to work.

- c. Child-Rearing Leave - An unpaid leave of absence granted to a teacher.
2. A teacher desiring a child-bearing leave may request in writing and shall be granted such leave commencing not later than thirty (30) days after such request is made and terminating at the time the teacher, as determined by said teacher's physician, is no longer physically able to work.
3. A teacher desiring a child-rearing leave may request in writing and shall be granted such leave. The teacher will normally return from a child-rearing leave at the beginning of a semester. Under no circumstances will the leave extend beyond two (2) calendar years.

G. Sick Leave Bank

1. A sick leave bank shall be established to assist unit members who have, as a result of an extended personal illness, exhausted their accumulated sick leave.
2. Upon termination with ten (10) or more years of District Service, a teacher's unused sick days will be used to restore the sick bank. Accumulated sick bank days are capped at a limitation of 800 days. In the event that the total number of days in the bank falls below 200 accumulated days after applying all unused days recovered from departing personnel, each unit member shall be assessed one day. The assessment will occur, and the bank will be replenished as of the first day of September of each year. Unused days in the bank shall accumulate each year.
3. A committee consisting of a building principal appointed by the Superintendent and two (2) teachers appointed by the Association shall review all sick bank requests. The granting of requests shall be contingent upon the approval of at least two (2) of the committee members.
4. Requesting days from the Bank:
  - a. The bank may grant no days in advance and teachers must use their accumulated total before applying. Application may be made to the bank when the accumulated time reaches 20 or fewer days and the teacher assumes that he/she will not be able to return to work before his/her accumulation expires.

- b. The teacher requesting sick bank time will submit a request to the Assistant Superintendent for Business on a standard request form (see appendix) with the documentation from a physician indicating the medical reason(s) for the requested continued sick time. The Assistant Superintendent for Business will forward all documentation to the committee within five (5) school days.
- c. The committee must meet together to review all documentation and other criteria submitted by the teacher. If needed, the committee may request the school doctor to review the documents and to consult with the employee's doctor for a clear understanding of the need for sick bank leave. Minutes of the meeting and vote must be kept on file and a copy will be submitted to the President of the ATA and the Superintendent of Schools. Minutes will append documentation for the request. A maximum of 45 school days may be granted by this first request.
- d. Sick bank time will be granted for documented personal illnesses ONLY.
- e. Long-term substitutes are not eligible for Sick bank leave.
- f. The committee must meet and review documentation from a doctor for additional use of the bank every 45 school days. It is the employee's responsibility to get proper documentation to the Assistant Superintendent for Business.
- g. After 90 consecutive Sick bank days have been used by a teacher, the Superintendent may request the teacher to apply for disability retirement under the New York State Teacher's Retirement System. If a teacher does not make application within ten (10) days of receipt of such a request, eligibility for the sick bank will terminate on the 11<sup>th</sup> day after receipt of such a request. If the teacher does make the application, his/her eligibility for sick bank time will terminate upon NYSTR's approval of such retirement.
- h. Employees who use the bank must repay the bank at the rate of one (1) day for every ten (10) days granted. Repayment will be reduced from a teacher's sick time and may be arranged to be made over a three-year period. Arrangements will be between the employee and the Payroll Office.

5. The number of days granted in any year shall not exceed the number of days in the bank.
6. All requests for leave and all actions of the committee shall be filed in writing with the Clerk of the District.
7. The committee will meet within five (5) school days of receipt of each request and act upon the request. The decision of the committee will be final and binding on all parties.

## ARTICLE VI

### SENIORITY, ASSIGNMENT, LAYOFFS AND RECALL

#### A. Seniority

1. Seniority shall mean the length of service with the Albion Central School District as a member of the bargaining unit.
2. Seniority shall accumulate only while the teacher is a member of the bargaining unit. A transfer outside of the unit shall cause seniority to be "frozen", not lost. Seniority accumulation resumes upon return to the unit.
3. Seniority shall be broken for the following reasons:
  - a. Discharge;
  - b. Resignation;
  - c. Retirement;
  - d. Death.
4. Transfer outside the unit or period of unpaid leave in excess of thirty (30) days after July 1, 1983, shall cause seniority to be frozen, not lost. Seniority accumulation resumes upon return to the unit.

#### B. Assignment

1. Notice of assignments for newly employed or reinstated personnel shall be given as soon after the appointment as is practicable.
2. Every reasonable effort will be made to notify teachers of their assignments for the coming year by June 1st of the preceding year.

C. Layoff and Recall

1. In the event that a reduction in staff should become necessary, layoffs will be based upon seniority by tenure area according to Education Law requirements.
2. The recall of teachers will be based upon Education Law requirements.
3. Before any instructional position other than an extra-curricular position is filed by a person with no seniority in the Albion Central School District, teachers with seniority will be provided with an opportunity to take the position.
4. In the event the teacher is not certified for the position, the teacher will be provided with an opportunity to work for the required certificate. Should the teacher so desire to work for certification, such teacher shall request and be granted a one-year unpaid leave of absence from the existing position in order to become certified and a substitute will be assigned to the position. Should the teacher fail to become fully certified during the one-year leave, the leave of absence shall terminate and the teacher shall be placed on the recall list for his/her original position.

D. Transfer

"Transfer" shall be defined as a change of assignment within a teacher's tenure area which does not require the teacher's approval under the Regulations of the Commissioner of Education and which has no effect on the teacher's tenure of certification status.

In making transfers to open (vacant or new) positions, the District will first solicit volunteers from among the staff members who are available due to excess staffing (first on an intra-building and then on an inter-building basis), subject to Education Law provisions relating to lay off and recall. The open positions will then be filled by assigning a volunteer available staff member to each open position, unless this would be inadvisable because of professional reasons.

Upon completion of these procedures, or if the immediately preceding paragraph does not apply, the District will post open positions in the office of every school describing the position, the basis for compensation and the date of posting. Staff members desiring to transfer into a posted open position shall notify the Superintendent within ten (10) calendar days of the posting. The open positions will than

be filled by assigning a volunteer to each position, unless this would be inadvisable because of professional reasons.

If, after utilizing the volunteer transfer procedures set forth above, transfers are still appropriate or necessary, teachers shall be selected for transfer based upon the following criteria: seniority, staff availability, professional qualifications (including certification and special training) and experience (including previous assignments and performance). In no case will transfers be made capriciously or arbitrarily. Present staff will be given first consideration for a position for which they are qualified by professional qualifications and experience before the district hires outside applicants.

## ARTICLE VII

### PAYROLL DEDUCTIONS

#### A. Agency Fee

1. District agrees to deduct from the salaries of its professional employees the dues and agency fee provided by law and to transmit the monies promptly to the Association.
2. The Association will notify the Business Office of the amount to be deducted by August 15th of each year.
3. Deduction will be made at a uniform rate over the period of the ten (10) month academic year.

#### B. Credit Union

1. The Board will deduct the salaries of its employees an amount individually and voluntarily authorized and transmit said amount to the Credit Union.
2. Amounts deducted in accordance with the terms of the paragraph shall be transmitted to the Credit Union on the pay date on which the deductions are made.

#### C. Retirement System Loans

The Board shall deduct from the salaries of its employees an amount individually and voluntarily authorized for loan payments to the Retirement System and forward such credit to the Retirement System.

D. Direct Deposit

All employees will participate in the District's direct deposit program, and compensation shall be delivered to them by direct payroll deposit into their designated individual bank accounts. Such accounts shall be located at banks which participate in employer's direct deposit program. Exceptions will be made for an employee in unusual circumstances to receive a District check in lieu of direct deposit for up to two pay periods upon recommendation of an ATA officer and approval of the Superintendent or Superintendent's designee.

E. Tax-Sheltered Annuity

The Board shall deduct from the salaries of its employees an amount individually and voluntarily authorized under a Tax-Sheltered Annuity Plan. Teachers must have a certified actuarial exclusion allowance calculation completed before such deduction can be authorized.

F. Association Payroll Deductions

The District agrees to implement up to three (3) payroll deduction items on behalf of the Association, for unit members who voluntarily authorize such deductions. Such deductions will begin upon written authorization by the employee and be terminated upon written authorization by the employee. It is understood that written authorization is required two (2) weeks prior to the implementation of such deductions.

## ARTICLE VIII

### EXTENDED LEAVES OF ABSENCE

A. Peace Corps Leave

A leave of absence without pay of up to two (2) years may be granted to any teacher on tenure who joins the Peace Corps or serves as an exchange teacher or an overseas teacher, and is a full-time participant in any such program. Upon return from such leave, a teacher will be considered as if they were actively employed by the Board during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent. A leave may not be taken under this section more than once every ten (10) years.

B. Military Leave

Military leave will be granted to any teacher who is inducted in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the

salary schedule at a level which they would have achieved in the system during the period of absence.

C. Personal Illness

Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as it is necessary for complete recovery from such illness. Requests for such leave will be supported by appropriate medical evidence.

D. Restoration of Benefits

All benefits to which a teacher was entitled at the time of a leave of absence commenced, including unused accumulated sick leave, will be restored upon request. Upon return from a leave of absence taken pursuant to Sections A., B. and/or C. above, a teacher may be assigned to the most nearly equivalent position which is available at the time of return and for which they qualify.

E. Extension

All requests for extension or renewals of leaves will be applied for and granted or denied in writing.

F. Sabbatical Leave

Sabbatical leave may be granted to any teacher who has served for seven or more consecutive successful teaching years in the Albion Central School District.

1. All applications, including a written proposal outlining in detail the purposes, plans and goals of the applicant's sabbatical program, must be submitted to the Superintendent via the Building Principal by January 2nd of the preceding school year.
2. The plan must present evidence of acceptance at an accredited college or university for a program of study related to the teacher's area of concentration.
3. The teacher will be paid one-half their normal salary (base salary plus graduate credit and hours).
4. Sabbatical leave will be granted for one year only.
5. Teachers receiving such leave will be required to return to the Albion Central School District for at least one year following such leave or reimburse the District for the amount of the stipend.
6. Only one sabbatical leave per year may be granted.

7. Recipients of sabbatical leave must present, to the Superintendent and the Board of Education, a comprehensive report of their studies within three (3) months of their return to regular school duties.
8. During a sabbatical leave, a teacher shall be entitled to participate in the following benefits:
  - a. Medical/Dental benefits
  - b. Tenure rights
  - c. Retirement rights according to laws of the system. Teachers must personally contact the retirement board to determine rights and obligations.
9. The School Board and its administrative staff will evaluate with care any proposed sabbatical leave in terms of actual potential of such leave for increasing the competence of the teacher, and also whether the potential of the teacher warrants further investment by the Board of Education.

As a result of this evaluation, the granting of any leave shall be at the discretion of the Board of Education upon recommendation of both the Building Principal and the Superintendent. In no way shall this article be interpreted to indicate that the Board must grant any sabbatical leave in any one year.

## ARTICLE IX

### TERMS AND CONDITIONS

#### A. Scoring of Test

Standardized tests, including Achievement Tests, IQ Tests, Personality Tests, NYS Readiness Tests, and Arithmetic Tests, and other administration-directed tests shall be scored by other than the teacher. Results of these tests shall be returned to the teacher within six (6) weeks of the testing date.

#### B. Faculty Lounges

Areas that have been designated as Faculty Lounges may be used as classrooms or for consultation rooms in an extreme emergency and at the discretion of the building principal.

C. Failing Students

1. Teachers with failing students shall have the responsibility of making personal contact with the parents suggesting a conference. Each teacher shall have the responsibility for insuring the parents are regularly and adequately notified of significant deviation from acceptable standards of achievement and/or classroom adjustment. Notification MUST BE GIVEN at the end of the fifth (5th), fifteenth (15th), twenty-fifth (25th) and thirty-fifth (35th) week.
2. A standard form letter for the five (5) week failing reports will be provided by the administration.

D. Compliance with Contract Provisions

Each party shall have the right to require compliance with the terms of this Agreement. Questions of construction or interpretation shall, if possible, be settled by each negotiating team subject to ratification by the Board and the Association.

E. Calendar

The Board agrees to consult with the Association President for recommendations pertaining to the school calendar prior to Board of Education action.

F. Sign-In

Teachers shall sign in when they enter the building by placing their initials in the sign-in register. Teachers shall be required to sign out only if they leave the building during the school day.

G. Non Resident Enrollment

Members of the bargaining unit who live outside the Albion School District may enroll their natural and adopted children in the Albion School District under the following conditions:

- 1) Enrollment is open to natural and adopted children in grades K - 12.
- 2) Intent to enroll a non-resident student shall be made to the Superintendent of Schools no later than June 30 preceding the year of enrollment and shall be for an entire academic year. Non-resident unit members hired between June 30 and August 31 shall notify the Superintendent of Schools of the intent to enroll a child as a non-resident student no later than seven (7) days after their hire date. Non-resident unit members hired after August 31 will be

eligible to enroll non-resident children starting in the school year following their date of hire.

- 3) Bargaining unit members hired on or before September 1, 2000 who do not live in the District as of the ratification date of the agreement February 19, 2002 may enroll their current and future children without charge in the District's schools subject to paragraph 8, 9 and 10 below.
- 4) All other bargaining unit members who do not live in the District may also enroll their children in the District's schools, but shall be charged 100% of the annually computed New York State Non-Resident tuition rate according to the New York State Education Department formula.
- 5) Non-resident children enrolled in the District's schools will not be entitled to transportation outside the District's boundaries, but may receive transportation services within the District's boundaries in accordance with the Board's approved transportation policy.
- 6) When tuition payment is required, tuition will be prorated and included as a payroll deduction over the period of September 1 to June 30.
- 7) Tuition will be prorated for children who are withdrawn from enrollment.
- 8) A non-resident unit member who has a child enrolled in the District's schools as of the 2002-2003 school year pursuant to paragraph 3, above, will lose his/her rights under paragraph 3 with respect to that child if the child ceases to be enrolled in the District's schools, with the exception that such right shall not be lost with respect to a child removed from the District's schools during an approved leave of absence for the unit member.
- 9) A non-resident unit member with school-age children who does not have children enrolled in the District's schools during the 2002-2003 school year will lose their rights under paragraph 3 for all current and future children if the unit member's school-age children are not enrolled in the District's schools for the 2003-2004 school year. A non-resident unit member who does not have school-age children as of the 2003-2004 school year will lose his/her rights under paragraph 3 for all future and current children if the unit member does not enroll his/her oldest child in the District's schools in the first year the child attains eligibility for enrollment in the District's schools.
10. In the event that 50 percent or more of the classes in a given grade or subject area are at overload, the non-resident teacher enrolling a child in that grade or

subject area on a tuition-free basis pursuant to paragraph 3 shall be responsible for reimbursing the District for 50% of the overload payment, not to exceed the applicable tuition reimbursement rate, with respect to that student through payroll deduction (in a case where the child is not in an overload class, the overload reimbursement for the child shall be the average of the overload payments for teachers in the grade or subject area).

## ARTICLE X

### SUPERVISION AND INSTRUCTION

#### A. Superintendent's Conference Days

There will be up to three (3) conference days per school year which shall be scheduled by the Superintendent after consultation with the Association in the calendar process.

#### B. Parent Conferences

During the life of this contract, all teachers (K-12) shall have scheduled parent conference hours. Two parent conference evenings shall be set aside by the District from 5:30 to 8:30 P.M. to meet parents (approximately 12 to 14 conferences per evening). Conferences may be scheduled by the teacher, by the parent, by the guidance staff or by the administration. In exchange the District will schedule the Wednesday before Thanksgiving as a school holiday. Upon mutual agreement between the ATA, the Building Principal and the Superintendent, the parent conference schedule will be changed to one afternoon and one evening conference in November for elementary teachers (K-5), in exchange for the Wednesday before Thanksgiving.

#### C. Student Supervision (Supervision in Addition to Regularly Assigned Supervision)

1. Lunch Time Supervision: Building Principals, with the approval of the Superintendent of Schools, may select up to four (4) teachers to assist in student supervision if such should be required during the period of time when lunches are being served. Teachers eligible to volunteer for such assignment will be teachers not scheduled during this period of time. They shall be remunerated on a lump sum contractual basis at the rate of four (4) dollars per period assigned.

2. Transportation Supervision: From four (4) to six (6) faculty and administrative staff members from each building shall participate on a regular basis with assignments being made in equitable fashion when volunteers are not available. Assignments will be rotated within the contract year.

D. Instructional Load for Teachers

1. The District shall establish as its goal that teachers shall normally be assigned no more than 135 weighted student units per week. A teacher may be assigned up to 150 weighted student units per week on a conditional basis with the reasons for such assignment being appropriately noted and filed. Teachers assigned (enrolled students) more than 150 weighted student units shall be provided with additional compensation. The additional compensation will be calculated in the following manner for each day that the teacher is assigned more than 150 weighted student units.
  - a. Number of weighted pupil units assigned - 150 divided by 150 = percentage of overload.
  - b. Percentage of overload x 1/100 of salary for each day of overload = daily payment for overload.
  - c. Payment for overload shall be in the last check of November, January, April and June.
2. Overload records will be maintained by the building principal filed with the Superintendent of the District. Reports will be made to the Board of Education on a monthly basis.
3. The following weights will be used for the determination of weighted student units:

Elementary students K-2 classroom assignment - 6.25  
Elementary students 3-6 classroom assignment - 5.55  
Physical Education and Music - 1/2  
All other students at the secondary level - 1

  - a. Primary Level (Kindergarten, First, Second and Third grades) A teacher will be assigned no more than 150\* weighted student units per week. The District will work toward an overall classroom ratio of 1/22.
  - b. Intermediate Level (Fourth, Fifth and Sixth Grades) A teacher will be assigned no more than 150\* weighted student units per week. The District will work toward an overall classroom ratio of 1/25

\* Overload language applies after 150 weighted student units assigned.

4. Teachers of the special areas (art, music, physical education, etc.) at the elementary level will normally be assigned no more than one teacher's class during any one instructional time period.
5. Band and Chorus will be excluded from the weighted student units.
6. The provisions of this article will apply only during the day school period.
7. At such time as the existing classes in a grade level or department are overloaded beyond 150 on a continuing basis, new sections will be created at the time there are 20 or more students involved.
8. In the event of a larger influx or increase in student population at a grade level, the District will have a reasonable period of time to seek staff members and implement the class size provisions of Section 7.
9. Any class containing three or more identified disabled students shall not exceed 27 students.
10. The District will pay overload payments when a teacher is out for an individual daily illness, individual conference and/or personal time used.

E. Coordinators, Department Chairs and 7/8 Team Leaders

1. Teachers designated for these positions will not be classified in either a supervisory or managerial category.
2. Although teachers designated for these positions will participate in curriculum development and the improvement of instruction, they will not participate in the appraisal of other teachers in the District.
3. A yearly stipend of:  
Coordinators and Department Chairs - \$2,000  
Team Leaders - \$1,000  
shall be provided the teachers designated for these positions.
4. Duties of coordinators and department chairs shall consist of:
  - a. Screening teacher applicants;

- b. Aiding and advising probationary teacher subject to the direction and supervision of the building principal;
- c. Ordering supplies and materials subject to the approval of the building administrative staff;
- d. Formulating recommendations and suggestions pertaining to curriculum and instruction within assigned subject areas.

F. Disciplinary Procedures

- 1. Disciplinary problems of a routine nature will be resolved by the individual teacher. In the event that the teacher is unable to correct the situation, or the pupil refuses to obey and cooperate with the teacher, the teacher will refer the matter to the building principal or assistant.
- 2. The principal will investigate the situation, contact the parents and take appropriate action to resolve the problem. In the event that the problem persists, the principal or the teacher may request a Superintendent's Hearing as specified by existing legislation.

G. Planbooks

Teachers shall be responsible for maintaining planbooks. Planbooks may be collected for review by the building principal on any day except the last school day of a week.

H. Lesson Preparation

The Board and the Association recognize that the nature and responsibilities of the assignments of a teacher in the Albion Central School District require a certain portion of preparatory work to be performed at home.

I. Supervisory Assignments

As a teacher's basic responsibility is to their assigned students, teachers will not be assigned to other activities during their scheduled classroom time.

J. Program Development

The Board shall provide for Association involvement in new or innovative programs, from planning through evaluation stages.

K. Substitute Teachers

The Board and Association recognize that, in the event

substitute teachers are employed, every effort must be made to insure that the effectiveness of the education program is not impaired. In the event adequate substitute teachers cannot be found, full-time teachers shall not be expected to acquire additional classes while pursuing their own schedule. This last sentence may be deleted in an extreme emergency of less than one-half (1/2) day duration.

L. Curriculum Changes

In the event any changes in curriculum are contemplated, all teachers involved shall have an opportunity to evaluate the changes and make recommendations to their immediate supervisor.

M. Protection of Teachers

1. Teachers shall immediately report all cases of assault suffered by them in connection with their employment to their building principal in writing, which shall contain a detailed written report of the incident.
2. This report shall be forwarded to the Superintendent and then to the Board, and the school attorney shall act in appropriate ways as liaison between the teacher, the police and courts.
3. The Board shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a teacher in any civil or criminal action or proceedings arising out of such incident occurring during the discharge of the teacher's duties within the scope of his employment. The school attorney may be selected by the Board to handle the case.
4. In the event legal charges are brought against a teacher as a result of the performance of his duties, the teacher must provide a copy of said legal charges to the Board within ten (10) days. Conditions as set forth in section 3 above shall be followed.
5. The Board shall pay for the reasonable cost of replacing or repairing dentures, eyeglasses, clothing or similar materials which are damaged, destroyed or lost as a result of an injury sustained in the course of the teacher's employment with reference to the incident. Recoveries by the teacher under Worker's Compensation or other insurance of the District for such items shall be credited toward the amounts due from the District.
6. Should a loss of time occur for a teacher as a result of the above incident in the line of duty, the teacher shall be paid his full salary for the period of such

absence and no part of such absences shall be charged against his personal leave, sick leave, nor deducted from any salary agreement. Recoveries by the teacher under Worker's Compensation or other insurance of the District for such loss of time shall be credited toward the amounts due from the District.

N. Study Hall Assignments

Study hall to which fifty (50) or more students are assigned shall have two (2) teachers if necessary as determined by the principal in consultation with the Association building representative.

O. Staff Development/School Improvement-Effective July 1, 1997

The District and ATA agree to participate in Shared Decision Making as outlined in the Albion Central School District plan submitted to the Commissioner of Education (as required under Regulation Part 100.11).

## ARTICLE XI

### COUNCILS AND CURRICULUM

A. Building Advisory Council

The Primary School, Middle School and High School shall establish Advisory Councils. Each Council shall consist of the building principal, the coordinators, team leaders or chairmen assigned to the building and two (2) teachers-at-large selected by a referendum of the Association membership assigned to the building. The Councils will meet at least once a month to review problems and discuss issues relating to the successful operation of the school.

B. Curriculum

1. The vertical organization in each curriculum area shall take into account the logical structure of the subjects, the difficulty of the materials as related to the pupil's intellectual maturity, and the relation of the field to other fields. Content shall be organized in such a way that pupils may progress towards increasingly mature utilization and organization of their knowledge. Elementary and secondary curriculum shall be closely coordinated so as to avoid unnecessary duplication and to insure adequate coverage of the subject matter, skills, attitudes, values and appreciations.

2. Available resource should be utilized in the continuing program of curriculum study and revision. Each curriculum area shall be reviewed and evaluated periodically for its logical progression through the grades and for its practical relationship to real life situations and the future of our society. These reviews shall be based on studies of social and economic trends and shall utilize the knowledge and skills of levels of professional staff. Whenever possible, assistance will be asked of college and university personnel and of informed citizens. The results and recommendations of various national curriculum projects shall be studied with a view to apply promising findings. Experimentation with a variety of methods or organizing the curriculum shall be encouraged.
3. In regard to the participation of teachers in programs for curriculum study and revision, it is recognized that the time must be made available for this work which does not detract from the effectiveness of the individual teacher who participates in such projects. Curriculum study may take place during non-school hours during the year or during the summer. In the event that programs are authorized by the Board of Education, teachers will be employed by the Board of Education at the rate of eighty-five (\$85) dollars per five (5) hour day or \$17.00 per hour for the purpose of curriculum study/revision.
4. Criteria for selection shall be interest, familiarity with educational objectives and trends, and familiarity with the philosophy, objectives and trends of the District, school and department.
5. The Superintendent shall give written notice to all teachers as to the potential positions that will be available and at the same time provide applications for these positions. This notification shall take place on or before March 1st of the year in question. Interested teachers will then submit their applications to the Superintendent. In the event that the teacher chosen for a particular position is later unable to participate or determined to be ineffective, the Superintendent shall choose another person from those who originally applied.
6. Written reports shall be required of all committees involved in said curriculum projects and such reports shall be submitted to the Superintendent. The conclusions and recommendations of such committees shall be then made known to all professional employees in the District.

C. Materials and Supplies

1. A supply fund of thirty-five dollars (\$35) per teacher shall be maintained each year to be used during the course of the school year for needed classroom materials at the discretion of the teacher. The District does not have to honor requests to use the \$35 account if the request is made after June 1st.
2. The District will make every possible effort to have all instructional supplies and equipment ordered and distributed for the first pupil session of the year.
3. The District will supply duplicated reading materials to teachers upon request and will gather needed materials when such are required for use in the instructional program.

ARTICLE XII

DISPUTE RESOLUTION

A. Grievance Procedure

1. A grievance is a claim by an employee covered by this Agreement, or by the Association that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement.
2. As a condition precedent to the use of this grievance procedure and the right to arbitration, a grievance must be filed in writing with the Superintendent of Schools, with a copy to the appropriate building principal, within sixty (60) calendar days after the acts or omissions giving rise to the grievance.
3. The grievant shall first take up the matter informally and verbally with the building administrator in an attempt to resolve the concern. If the grievant is not resolved within three (3) school days, it is reduced to writing and presented to the building principal.
4. Within fifteen (15) calendar days after receipt of a written grievance the building principal will convene a meeting with the grievant, his/her Association representative if the grievant is not the Association, and other appropriate persons in an effort to fully explore the facts and circumstances surrounding the grievance. Within seven (7) calendar days following this meeting the building principal will issue a written decision concerning the grievance, or will indicate in writing that it cannot be resolved at his/her stage.

5. Within seven (7) calendar days after receipt of the decision of the building principal, the grievant may appeal in writing to the Superintendent who shall review the matter and may convene a second meeting (within ten {10} days) if he/she deems it necessary or appropriate. The Superintendent shall render his/her decision in writing within ten (10) calendar days after the receipt of the written appeal, or the conclusion of a meeting, whichever is later.
6. If the grievant or the Association is not satisfied with the decision of the Superintendent, and the Association approves an appeal to arbitration, the grievance may be submitted to arbitration by written notice to the American Arbitration Association and the Superintendent within thirty (30) calendar days after the Superintendent's decision has been rendered. The parties will thereafter follow the rules of the American Arbitration Association with respect to the selection of an arbitrator and the conduct of a hearing.
7. The decision of the arbitrator shall be final and binding on the issues submitted, but the arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor to render any decision which is violative of substantive law. Each party shall bear its own expenses in the conduct of the arbitration, except that the fees and expenses of the arbitrator shall be shared equally by the District and the Association.

B. Administrative Review

1. Definition - Requests for Administrative Review shall be initiated whenever a teacher wishes to request a review of an administrative practice or decision having to do with the determination of compensation, assigned duties, or working condition.
2. Procedures
  - a. The aggrieved party will first take up the matter informally or verbally with the appropriate building principal.
  - b. If the matter is not resolved informally within five (5) school days, it is to be reduced to writing and presented to the building principal. The building principal shall render a written decision to the teacher within five (5) school days.

- c. If the matter is not resolved to the satisfaction of the teacher, the teacher shall refer the matter to the Superintendent of the District for review and resolution. The Superintendent, or designee, shall schedule a hearing to review the situation and issue a decision within ten (10) school days. A transcript of the hearing will be filed with the Clerk of the Board.
- d. In the event that the teacher wishes to appeal the decision of the Superintendent, the teacher will file a written report request within ten (10) days with the Clerk of the Board. The Board will review the matter at its next meeting and issue an appropriate determination pertaining to the matter of concern.

## ARTICLE XIII

### PROFESSIONAL GROWTH

#### A. Philosophy

It is in the best interest of the District and its teachers that means be available to improve methods and materials used by teachers. Training with or observation of new or different techniques helps to promote a better educational environment for pupils in our schools. Professional growth can be aided in many ways including but not limited to: college work, in-service work, workshops, conferences and visitations. The District agrees to continue to promote and support these activities.

#### B. Workshop and Conference Attendance

- 1. Teacher Responsibility - Teachers released to attend an educational conference or workshop assume the responsibility to the District to bring back new ideas, methods and willingness to communicate the highlights to others.

Therefore, educational conferences and workshops should be of such a nature that the resulting concepts and methods are usable in or can be related to the educational goals and objectives of the District.

#### 2. Eligibility and Procedure for Attendance

- a. Membership in the sponsoring organization at the beginning of the year shall normally be a requisite

to attend educational conferences or workshops sponsored by outside organizations.

- b. Four (4) weeks prior to the date of the conference or workshop, the teacher must submit a statement to the building principal, showing conference, place, date and estimated expense. The building principal shall notify the Superintendent of Schools for final approval. Upon returning from the conference or workshop, the teacher will file a claim form showing actual expenses. Reimbursement shall be for lodging, meals, registration fee (receipts are required) and mileage.
- c. If a teacher is denied attendance at a conference or workshop, the building principal or supervisor will provide the reasons for denial to the teacher.
- d. Attendance is open to all teachers. The building principal shall rotate attendance. If requests exceed the budgetary allowance applicable to the teacher's area of assignment, the following shall have priority:
  - 1) Direct necessity to attend (such as the conference or workshop directly relates to a project the teacher is currently working on or will be working out. Also, where such a conference or workshop would directly fulfill an educational need of a teacher - such as improving "weak" area in the teacher's background or performance);
  - 2) Has not attended the particular conference or workshop;
  - 3) Did not attend a conference or workshop the preceding year.

3. In-Service Workshops/Conference Days

- a. The specific needs and subject of conferences and workshops held within the District will be the responsibility of the District Administration. However, the District Administration welcomes the ideas of teachers and seeks teacher participation in planning, organizing and conducting such conferences and workshops.

## ARTICLE XIV

### ASSOCIATION ACTIVITIES

#### A. Association Business

1. The Association shall have the right to use the facilities of the District for purposes of the building meetings, executive board, special committees and general meetings of the entire membership. Such meetings may be confidential for Association membership. Other meetings will not be scheduled so as to interfere with regularly scheduled Association meetings.
2. Association officers shall be free to visit the various buildings in the District. Arrangements will be made with the building principals.
3. Faculty Meetings Involvement Association officers will be provided with the opportunity to make brief presentations at building faculty meetings.
4. The Association shall be allowed up to seven (7) days per year for members to conduct union business or attend conferences (example: Committee of 100, NYSUT Convention, Retirement meetings, etc.)
5. The Association shall have the right to use District equipment (typewriters, word processors, etc.) for Union business. The District shall provide copying service to the Association at the District Office. The District shall bill monthly for this service at the rate of .07 (seven cents) per copy.

## ARTICLE XV

### TESTING

- A. In those instances when a teacher requests office personnel to type, duplicate and staple final examinations, the examinations must be submitted to the office at least thirty (30) days prior to the time of examination. When the teacher has prepared the examination for use, they must be submitted to the office at least ten (10) school days prior to the time of the examination.

ARTICLE XVI

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII

SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

ARTICLE XVIII

COLLECTIVE AGREEMENT

The parties to this Agreement (The District and the Association) hereby agree that the following procedure will be used to accept and adopt any and all successor agreements:

1. Following the final negotiations session, the agreement will be reduced to writing and reviewed by the spokesperson for the District and spokesperson for the Association. Tentative approval is signified by both parties initialing the written document.
2. The tentative agreement is then subject to a ratification vote by both the Board of Education and the membership of the Association.
3. Following ratification by both groups, the final document will be printed and signed by the Superintendent of Schools, President of the Association and President of the Board of Education. The signed document will be maintained on file in the District archives.
4. If problems are encountered in this process, both teams must return to the negotiating table and continue the bargaining process.

ARTICLE XIV

DURATION OF AGREEMENT

- A. All provisions of this Agreement shall become effective as of July 1, 2004 except as noted.
- B. This Agreement shall remain in full force and effect until June 30, 2008, and shall continue until superseded by the adoption of a new or revised written agreement which has been accepted by the recognized Association and the Board. This Agreement may only be amended in writing.
- C. In witness whereof the parties have caused this Agreement to be executed by their duly authorized representatives on this 3<sup>rd</sup> day of February, 2004.

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Association President

## Salary Schedule 2004-05

A	32,850
B	33,491
C	34,090
D	34,792
E	35,342
F	36,104
G	37,084
H	37,737
I	38,608
J	39,697
K	41,040
L	42,471
M	43,989
N	45,533
O	48,500
P	51,500
Q	54,150
R	57,375
S	60,770
T	63,800
U	66,990

## Salary Schedule 2005-06

B	33,991
C	34,590
D	35,292
E	35,842
F	36,604
G	37,584
H	38,237
I	39,108
J	40,197
K	41,540
L	42,971
M	44,489
N	46,033
O	48,500
P	51,500
Q	54,150
R	57,375
S	60,770
T	63,800
U	67,565

## Salary Schedule 2006-07

C	35,090
D	35,792
E	36,342
F	37,104
G	38,084
H	38,737
I	39,608
J	40,697
K	42,040
L	43,471
M	44,989
N	46,533
O	48,500
P	51,500
Q	54,150
R	57,375
S	60,770
T	63,800
U	68,140

## Step Conversion Chart

2006-07 Step

2007-08 Step

C	4
D	5
E	6
F	7
G	8
H	9
I	10
J	11
K	12
L	13
M	14
N	15
O	17
P	19
Q	20
R	22
S	23
T	24
U	24

## Salary Schedule 2007-08

4	36,342
5	36,842
6	37,604
7	38,384
8	39,237
9	40,108
10	41,197
11	42,540
12	43,971
13	45,489
14	47,033
15	48,500
16	50,270
17	52,105
18	54,007
19	55,978
20	58,021
21	60,139
22	62,334
23	64,609
24	68,775

**ATA SALARY SCHEDULE**  
**ATHLETICS**

Certified Teachers  
Bargaining Unit Member

<b>ACTIVITY</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Athletic Director	4200	4725	5460	6400	7770
Varsity Football (HD)	3990	4515	5040	5460	6090
Asst. Var. Football - 2	2100	2625	3150	3675	4410
JV Football (HD)	2310	2940	3465	4150	5020
Ass't. JV Football - 2	1575	2100	2730	3150	3885
9 <sup>th</sup> Gr. Football	1365	1680	2100	2415	2835
7/8 Football -2	1050	1260	1575	1890	2100
Cross Country Varsity	1575	2100	2520	2940	3255
Cross Country JV	1260	1470	1680	1890	2100
Cheerleading-Football	1050	1260	1680	2100	2415
Cheerleading-Basketball	1050	1260	1680	2100	2415
Cheerleading-Wrestling	1050	1260	1680	2100	2415
Cheerleading-Soccer	1050	1260	1680	2100	2415
Varsity Soccer (Male)	2100	2625	3150	3675	4360
Ass't. Varsity Soccer (Male)	1260	1605	1900	2200	2550
JV Soccer (Male)	1575	2100	2730	3150	3780
7/8 Soccer (Male)	1050	1260	1575	1890	2100
Varsity Soccer (Female)	2100	2625	3150	3675	4360
Ass't. Varsity Soccer (Female)	1260	1605	1900	2200	2550
JV Soccer (Female)	1575	2100	2730	3150	3780
7/8 Soccer (Female)	1050	1260	1575	1890	2100
Volleyball Varsity (Female)	2100	2625	3150	3675	4360
JV Volleyball (Female)	1575	2100	2730	3150	3780
7/8 Volleyball (Female)	1050	1260	1575	1890	2100
Golf	1575	1890	2310	2625	2940
7/8 Golf	1050	1260	1575	1890	2100

**ATA SALARY SCHEDULE**  
**ATHLETICS**

Certified Teachers  
Bargaining Unit Member

<b>ACTIVITY</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Varsity Basketball (Male)	2205	2625	3150	3780	5145
JV Basketball (Male)	1890	2100	2625	3150	3990
7/8 Basketball (Male) -2	1050	1260	1575	1890	2100
Varsity Basketball (Female)	2205	2625	3150	3780	5145
JV Basketball (Female)	1890	2100	2625	3150	3990
7/8 Basketball (Female) -2	1050	1260	1575	1890	2100
Varsity Swim Male/Female	2940	3465	4305	4990	5545
Varsity Swim Ass't. Male/Female	2100	2415	2940	3200	3525
7/8 Swim	1050	1260	1575	1890	2100
Varsity Wrestling	2310	2835	3150	3885	5145
JV Wrestling	1890	2100	2625	3150	3885
7/8 Wrestling	1050	1260	1575	1890	2100
Tennis	1680	2100	2520	2835	3150
Varsity Baseball	1785	2205	2625	2940	3885
JV Baseball	1470	1785	2100	2625	3150
Baseball Pitching	1050	1260	1470	1890	2100
Varsity Softball	1785	2205	2625	2940	3885
JV Softball	1470	1785	2100	2625	3150
Softball Pitching	1050	1260	1470	1890	2100
Varsity Track (Male)	1785	2205	2625	2940	3885
Ass't. Track (Male)	1470	1785	2100	2625	3150
Varsity Track (Female)	1785	2205	2625	2940	3885
Ass't. Track (Female)	1470	1785	2100	2625	3150
7/8 Track	1050	1260	1575	1890	2100
Intramurals	900				

**ATA SALARY SCHEDULE**  
**EXTRA CURRICULAR**

Certified Teachers  
Bargaining Unit Member

<b>ACTIVITY</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Play 9-12 Director	920	1285	1565	1850	2060
Play Ass't. Director	450	550	780	1030	1235
Play Tech	370	460	580	825	1030
Play Costumes	300	Stipend			
Play Tickets	100	Stipend			
Play Set Design	200	Stipend			
House Manager	60	Stipend per night			
Musical 9-12 Director	1470	1655	2150	2675	3090
Musical Ass't. Director	645	830	1075	1340	1645
Musical Tech	525	645	880	1130	1340
Musical Set Design	525	580	630	680	735
Musical Costumes	525	580	630	680	735
Musical Conductor	525	685	760	895	1050
Musical Tickets	420	445	472	525	580
House Manager	60	Stipend per night			
Marching Band	1835	2115	2540	2985	3295
Marching Band – Ass't.	1100	1285	1565	1850	2060
Marching Band – Ass't. 2	655	785	910	1065	1175
Marching Band – Ass't. 3	655	785	910	1065	1175
Color Guard	920	1100	1270	1440	1545
Jazz Band A – H.S.	1840	2115	2540	2985	3290
Jazz Band B – H.S.	1050	1260	1575	1890	2100
Jazz Band M.S.	840	1050	1260	1575	1900
Acapella Choir	1470	1655	1955	2265	2470
FFA	1470	1655	2150	2675	3090
Yearbook H.S. 9-12	1380	1840	2445	3085	4115
Yearbook M.S. 6-8	657	785	1050	1325	1470
Signor Prize	855	1110	1365	1615	1915
H.S. Literary Magazine 9-12	855	1110	1365	1615	1915
M.S. Literary Magazine 6-8	315	340	490	630	785

**ATA SALARY SCHEDULE**  
**EXTRA CURRICULAR**

Certified Teachers  
Bargaining Unit Member

ACTIVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
H.S. Student Council 9-12	1380	1770	2305	2865	3310
M.S. Student Council 6-8	1075	1470	1955	2470	2880
Honor Society 9-12	645	830	1175	1545	1850
Honor Society 7-8	460	645	785	1030	1235
Mock Trial	515	685	910	1435	1720
Advisor 9	590	725	975	1250	1470
Advisor 10	590	725	975	1250	1470
Advisor 11	590	725	975	1250	1470
Advisor 12	1115	1180	1605	1840	2205
History Club	1280	1480	1675	1910	2200
History Club M.S. 7 <sup>th</sup> Gr.	1280	1480	1675	1910	2200
History Club M.S. 8 <sup>th</sup> Gr.	1280	1480	1675	1910	2200
History Club – African American	655	785	975	1175	1320
Latin Club H.S.	1280	1480	1675	1910	2200
Spanish Club H.S.	1280	1480	1675	1910	2200
Japanese Club H.S.	1280	1480	1675	1910	2200
Latin Club 7-8	655	785	975	1175	1320
Spanish Club 7-8	655	785	975	1175	1320
SADD	655	785	975	1175	1320
PRIDE	655	785	975	1175	1320
M.S. Play Director	340	425	635	765	955
M.S. Play Ass't. Director	210	265	315	365	475
House Manager	60	Stipend per night			
M.S. Musical Director	920	1280	1565	1850	2060
M.S. Musical Ass't. Director	505	645	880	1130	1340
M.S. Musical Tech	345	445	515	630	840
M.S. Musical Ass't. Tech	345	445	515	630	840
M.S. Musical Accompanist	300	Stipend			
House Manager	60	Stipend per night			
Masterminds	555	635	755	880	900
Chess Club	555	635	755	880	900
J.V. Masterminds	555	635	755	880	900

**ATA SALARY SCHEDULE**  
**EXTRA CURRICULAR**

Certified Teachers  
Bargaining Unit Member

<b>ACTIVITY</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Technology Club H.S.	1050	1310	1415	1575	1890
Multi Media Club M.S.	1050	1310	1415	1575	1890
Ropes Course	2100	Stipend			
Area Music	45	Out of Town Stipend			
	90	Out of Town/Sat. Stipend			
M.S. Science Olympiad	555	635	755	880	900
Elementary School Safety Patrol	500	Stipend			
M.S. Bookstore	1000	Stipend			

APPENDIX

ATA SICK/DISABILITY LEAVE APPLICATION

A sick bank leave is a paid sick leave using time from the District operated sick bank during a period of a staff member's disability/illness. An application may be made to the bank when a teacher's accumulated time reaches 20 or fewer days and the teacher assumes he/she will not be able to return to work before his/her own accumulation of sick time expires.

After 90 consecutive sick bank days have been used by a teacher, the Superintendent may request the teacher to apply for disability retirement under the New York State Teacher's Retirement System. If a teacher does not make application within 10 days of receipt of such a request, eligibility for the sick bank will terminate on the 11th day after receipt of such a request. If the teacher does make the application, his/her eligibility for sick bank time will terminate upon NYSTR's approval of such retirement.

The Sick Bank Committee will grant no more than 45 days maximum before it requests additional documentation. The committee may request the school doctor to review the documents and may request additional information from the employee's doctor.

The following is to be completed by the teacher and submitted to the Assistant Superintendent for Business. A physician's statement documenting the need for sick time must be attached.

Teacher's Name \_\_\_\_\_

I am applying for use of sick bank time. I give my permission to the Sick Bank Committee and the school doctor (if the Sick Bank Committee deems this necessary) to review the attached physician's statement to approve the use of sick bank time. I understand that I must submit a physician's statement every 45 days in order to be eligible for sick bank time to continue. I also understand I will repay the bank one day for every ten days granted.

\_\_\_\_\_  
(Teacher's Signature)

\_\_\_\_\_  
(Date)

MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
THE ALBION CENTRAL SCHOOL DISTRICT (the District)  
AND  
THE ALBION TEACHERS' ASSOCIATION (the Association)

WHEREAS, the Association and District are parties to a collective party agreement covering the period of July 1, 2000 through June 30, 2004 (the "2000-2004 contract");

WHEREAS, the Association and District have negotiated a tentative agreement for a successor contract covering the period of July 1, 2004 through June 30, 2008 (the "tentative agreement");

WHEREAS, the 2000-2004 contract contains provisions relating to a professional step increment (Article IV, Section J, Paragraph a) and career service increment (Article IV, Section J, Paragraph b);

WHEREAS, under the 2000-2004 contract an eligible teacher was entitled to receive both the professional step increment and the career service increment;

WHEREAS, the tentative agreement eliminates the career service increment;

WHEREAS, teachers who elected the career service increment under the 2000-2004 contract expected to receive both the professional step increment and the career service increment during the three years following their election of the career increment, but would no longer be entitled to receive the career service increment under the tentative agreement;

WHEREAS, the District and the Association now wish to reopen the negotiations for the tentative agreement to clarify the benefit rights of currently employed teachers who elected the career service increment prior to July 1, 2003 and who did not opt out of the career service increment on or before November 21, 2003;

NOW, THEREFORE, the District and the Association voluntarily agree to the following after consulting with advisers and/or legal counsel of their choice:

1. Currently employed teachers who elected the career service increment prior to July 1, 2003, and who did not opt out of the career service increment on or before November 21, 2003, will continue the career service increment as defined in the 2000-2004 contract, and professional step increment as defined in the 2004-2008 contract until they have completed their career service increment program, with the understanding that all provisions of the career service increment which were applicable to them when they made their election to receive the career service increment will remain in full force and effect.
2. The parties agree that the provisions contained in this Memorandum of Agreement shall not create a precedent or waiver for any other case.
3. The Association and the District agree that this document sets forth the entire and complete





**New York State Teachers' Retirement System**

10 Corporate Woods Drive  
Albany, New York 12211-2395  
(800) 356-3128 or 447-2666 (Albany-area calls)  
Web Site: [www.nystrs.org](http://www.nystrs.org)

**George M. Philip, Executive Director**

**Member Relations**

January 5, 2004

Dr. Ada D. Grabowski  
Superintendent  
Albion Central School District  
324 East Avenue  
Albion, NY 14411

Dear Ada:

I have reviewed the memorandum of agreement between the Albion School District and the Albion Teachers Association.

As structured, the professional step increment will be considered regular compensation and, therefore, includable in the three-year final average salary (FAS) for all tiers. For individuals who are already receiving the career service increment, those payments are considered termination pay and are only allowable in a five-year FAS for members who have a NYSTRS membership date prior to June 17, 1971. Members in this category will receive the higher of the three-year FAS including the professional step increment **or** the five-year FAS including the career service increment.

I hope this addresses your concerns. If you have additional questions, please do not hesitate to call me.

Sincerely,

Robert L. DeLuca  
Director, Member Relations

RLD/ka

