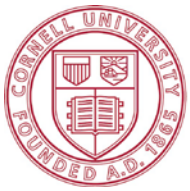

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TA/4690

AGREEMENT

Between the

SUPERINTENDENT OF SCHOOLS
CANISTEO-GREENWOOD
CENTRAL SCHOOL DISTRICT

And the

CANISTEO-GREENWOOD
TEACHERS ASSOCIATION

RECEIVED
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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1st, 2005 – June 30th, 2009

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PREAMBLE

The Superintendent of the Canisteo-Greenwood Central School District and the Canisteo-Greenwood Teachers Association agree as follows.

DEFINITIONS

As used in this Agreement:

(a) The term "Association" means the Canisteo-Greenwood Teachers Association.

(b) The term "Board" means the Board of Education of the Canisteo-Greenwood Central School District.

(c) The term "District" means the Canisteo-Greenwood Central School District.

(d) The term "teacher" means any person represented by the Canisteo-Greenwood Teachers' Association as his negotiating representative. Except as otherwise specified herein, all terms and conditions of the Agreement shall apply to all unit members.

(e) The term "teaching assistant" means those persons meeting the definition set forth in Commissioner's Regulation 80.33. Teaching assistants shall perform the duties set forth in the aforementioned regulation.

(f) The term "Superintendent" means the Superintendent of Schools of the Canisteo-Greenwood Central School District.

Whenever the context so requires, the use of words in this Agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 1 - PROVISIONS OF THIS AGREEMENT

§ 1.1 Agreement supersedes. This Agreement, between the Superintendent as Chief Executive Officer of the Board and the Association, does not set forth all the terms and conditions of employment of the personnel represented by the Association. Present Board policies not inconsistent with this Agreement shall be incorporated into and be considered part of the established policies of the Board. This Agreement shall supersede any rules, practices or prior agreements inconsistent with the terms of this Agreement.

§ 1.2 Savings clause. If any provision or application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

§ 1.3 Agreement supremacy. This Agreement may be altered, added to or otherwise modified only by consent of both parties in a written and signed amendment to this Agreement.

§ 1.4 Right to negotiate. Before the Board adopts a change in policy that affects wages, hours or any other negotiable condition of employment which is not covered by this Agreement and which has not been proposed by the Association, the Board will notify the Association that such a change is being considered. The Association shall have the right to negotiate such item with the Board provided

that the Association files a request with the Board within five (5) calendar days after receipt of said notice.

§ 1.5 Legislative approval. 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 2 - RECOGNITION

§ 2.1 Recognition, unit defined. The Board recognizes the Canisteo-Greenwood Teachers Association as the recognized bargaining agent for all teachers, guidance personnel, health personnel, and teaching assistants.

ARTICLE 3 - RIGHT TO REPRESENTATION

§ 3.1 District request. When a teacher is summoned to a meeting which involves or may involve discipline, he shall be advised by the person calling the meeting that he has the right to have an Association representative present to speak on his behalf.

ARTICLE 4 - DUES DEDUCTION • OTHER PAYROLL DEDUCTIONS

§ 4.1 Dues deduction.

(a) The District shall deduct from the salary of teachers dues in the amount as certified by the Association for the Association as teachers individually and voluntarily authorize the District to deduct and transmit the monies to the Association. Authorization forms are to be provided by the Association.

b) The deductions referred to above will be in equal installments beginning with the first paycheck in October and for each pay period thereafter through June. Annually, the Association is to deliver to the Superintendent prior to the end of the pay period preceding the first deductions all new dues authorization forms at one time arranged in alphabetical order. Also, at the same time, a corresponding alphabetical listing of persons requesting dues deduction shall be submitted and signed by the Association President substantiating their correctness.

(c) The Board is to issue one check payable to the Association for the dues collected and transmit said check to the treasurer of the Association immediately following paychecks from which dues have been deducted.

(d) Provisions shall be made to afford the same opportunity to Association members beginning or returning to employment or wishing to join after the first regular deduction as prescribed above.

(e) The Association agrees to relieve the District and/or its agents from liability for any delay in transmitting dues deductions beyond the control of the District and/or its agents.

§ 4.2 Other deductions. The District shall deduct from the salary of each teacher the exact dollar amount indicated by the teacher, to be transmitted promptly to the SERVU, First State Bank of Canisteo, United Fund, tax sheltered annuities, government savings bonds, or any other Board approved program for deductions.

(a) Each teacher will notify the payroll clerk in writing.

(b) If a teacher wishes to discontinue authorization of deductions, the teacher must give the payroll clerk written notice.

§ 4.3 Agency fee. A teacher, teaching assistant or nurse who chooses not to join the Association will have deductions made from his salary in an amount equivalent to the dues levied by the Association. Said monies will be deducted from a teacher's salary and transmitted to the Association in the manner described in §4.1(b) and (c) of this article.

ARTICLE 5 - RETIREMENT DELEGATE

§ 5.1 Retirement delegate. The District will deduct from each teacher's salary an amount to cover the cost of sending a retirement delegate to the NYSTRS' annual meeting subject to the following conditions.

(a) The initial deduction will be one one-hundredth of one percent.

(b) Subsequent annual deductions will be sufficient to ensure reimbursement of the estimated expenses to be incurred.

(c) The funds for this purpose will be kept in a dedicated account and may only be used to reimburse the delegate's expenses.

ARTICLE 6 - TRANSFERS AND VACANCIES

§ 6.1 Vacancy posting. The Superintendent shall cause to be posted in the main office of each school building a listing of all publicly-known vacancies, clearly setting forth a description of and qualifications for the position(s). This listing shall include staff vacancies and newly created staff positions.

§ 6.2 Transfers.

(a) Any teacher who wishes to apply for a transfer for a change of grade and/or subject assignment will submit a written request to the Superintendent in a timely manner once a vacancy is known.

(b) Transfers (changes of grade and/or subject) shall be done to the extent possible by first seeking volunteers for the position. The seeking of volunteers does not obligate the District to appoint any person volunteering for the change. If an involuntary transfer is made, the teacher affected shall be notified as soon as possible to enable the teacher to make adequate preparations.

(c) Where such requests contain a multiple choice, the grade and/or subject shall be listed in order of preference.

(d) Requests from teachers of the incumbent professional staff should be considered concurrently and equally when hiring new teachers. Incumbent applicants for a position should be notified in writing as soon as a decision has been made.

§ 6.3 Extracurricular assignments.

(a) Extracurricular positions are yearly appointments. Any teacher interested in supervision or coaching any phase of the school's extracurricular program may submit a written request to the Board by June 1st of each year.

(b) If any coach resigns from an extracurricular position or states that he does not want to be reappointed, or if the District does not intend to reappoint the incumbent coach or advisor, such position shall be posted for at least three (3) weeks before an appointment is made, if time permits.

§ 6.4 Notification. Incumbent applicants for a teaching or extracurricular position shall be notified in writing as soon as a decision has been made. If an applicant from the incumbent staff is not appointed, the reasons will be discussed with him by the Superintendent, if so requested. Except in the case of an emergency, appointments shall be made prior to the time that the duties for the position are to be assumed.

ARTICLE 7 - WORKDAY • WORKYEAR

§ 7.1 Workday.

(a) Teachers. The teacher workday shall be seven (7) hours and fifteen (15) minutes including a duty-free lunch period. Permission to leave early must be secured from the respective principal. The teacher workday will end five (5) minutes after student dismissal each Friday, on any shortened day and on a day preceding a holiday.

(b) Teaching assistant. The teaching assistant workday shall coincide with that of the student's in-school day.

(c) School nurse (RN). The workday for a school nurse shall be seven and one-half (7.5) hours.

§ 7.2 Work year.

(a) Teachers. The teacher work year shall not exceed one hundred eighty-two (182) days.

(b) Teaching assistant. The teaching assistant work year shall be one hundred eighty-one (181) days.

(c) School nurse (RN). The work year for a school nurse shall be the same as that of ten (10) month teachers.

(d) Guidance counselors. The work year for guidance counselors shall be two hundred one (201) days, including days during the weeks prior to or following the student school year, as determined by the District.

ARTICLE 8 - COPIES OF AGREEMENT

§ 8.1 Distribution of agreement. Copies of the Agreement will be provided by the District for teachers at the time of hiring or within three (3) weeks after the signing of the Agreement. The copies plus any replacement copies, as necessary, will be given to the Association President.

ARTICLE 9 - SALARY

§ 9.1 Salary schedules. The 2005-2006, 2006-2007, 2007-2008 and 2008-2009 salary schedules are attached as Appendices A and B, respectively. Teachers shall be placed on the salary schedule in accordance with their years of credited service. In addition to the salaries specified in the 2005-2006 salary schedule, a teacher with twenty-five (25) or more years of credited service will receive a seven hundred fifty dollar ($750) longevity stipend as part of his permanent salary. A teacher with thirty (30) or more years of credited service will receive an additional one thousand two hundred dollar ($1,200) longevity stipend as part of his permanent salary. A teacher with thirty-three (33) or more years

of credited service will receive an additional two thousand two hundred dollar ($2,200) longevity stipend as part of his permanent salary. Any teacher who reaches either twenty-five (25), thirty (30) or thirty-three (33) years of credited service during the term of this Agreement shall be immediately eligible for the appropriate longevity stipend increase in his base salary. A teacher who was at the top step the prior year shall receive a one thousand seven hundred fifty dollar ($1,750) career increment as part of his permanent salary.

§ 9.2 Salary step placement for new hires.

(a) Newly hired teachers with no experience shall be placed on step one of the appropriate salary schedule.

(b) At the discretion of the District, newly hired teachers with experience may be granted up to full salary step credit for their teaching experience. Teaching experience for which salary credit may be granted will be teaching at a public, private or parochial school as well as teaching at a college.

(c) Each newly hired teacher who has teaching experience shall, at the time of his hire, sign a waiver form. The waiver form (Appendix C) shall specify the number of years of prior service, as well as the number of years of prior service granted by the District. The form shall indicate that the teacher waives any future claims to credit for any prior teaching service not granted by the District.

§ 9.3 Step placement for returning teachers.

(a) All teachers shall be placed on the salary schedule in accordance with their years of credited service. However, all teachers who are employed by the District as of July 1st, 2005, shall have a one-time opportunity to provide proof of prior years of service outside of the District to increase their credited service up to two (2) years. In order to qualify for the additional service credit, all of the following criteria must be met:

(1) The teacher must be employed by the District on July 1st, 2005;

(2) The teacher must submit documented proof of prior Pre-K – 12 service to the Superintendent in writing prior to January 1st, 2006;

(3) No more than one (1) year of additional private school service shall be considered.

(4) The prior service must be similar in nature to the duties and responsibilities performed by the teacher for the District; and,

(5) The teacher did not receive credit for the prior service at the time of hiring by the District.

(b) Any change in salary occasioned by the granting of additional service credit shall take effect as follows:

(1) One (1) additional year of credited service July 1st, 2006.

(2) One (1) additional year of credited service July 1st, 2008.

§ 9.4 Payment for credit hours.

(a) Hours suitable for obtaining horizontal increments must be graduate courses offered by an accredited college or university, or must be courses that have been specifically approved by the

District in advance. Approval for horizontal credit will be granted upon submission of grade reports or college transcripts. If grade reports are submitted, verification must be provided by the submission of official transcripts. If grade reports are not validated, the District may reclaim payments made for graduate hours. Completion of approved in-service courses shall be verified by submission of affidavits from the instructor.

(b) The following criteria apply to in-service courses and educational workshops for which teachers seek salary credit: Prior approval for attendance must be obtained from the Superintendent. The request will contain the name of the instructor, the beginning and ending dates of the program, and the number of sessions and the length of each. One (1) credit hour of salary credit will be granted for each fifteen (15) hours of classroom instruction. The workshop or in-service course will be held after work hours. Credit may not be allowed if the District pays entirely, or in part, the expense of the workshop or in-service course.

(c) In addition to horizontal credit on the salary schedule, teachers working toward permanent certification shall receive partial tuition reimbursement up to eighty dollars ($80) per graduate hour for courses completed after July 1st, 1990. Reimbursement shall be made upon the successful completion of each course. The teacher shall be responsible for providing proof of payment and of successful completion of each course. Teachers with permanent certification in any area shall not be eligible for this benefit unless there is prior approval by the Board.

(d) Effective July 1st, 1997 the District will pay for credit hours for either college credits or approved in-service hours for courses taken by a school nurse (RN). The provisions of §9.4(b) will apply to in-service courses. For college level courses, the courses need not be graduate level courses but they must be approved in advance by the Superintendent in order to receive the salary credit specified in §9.5.

§ 9.5 Salary credit for hours. In addition to the salary specified on the salary schedule, each teacher's salary will reflect payment for credit hours as follows:

(a) Up to thirty (30) credit hours beyond the bachelor's degree, fifty-five dollars ($55) per credit hour.

(b) For credit hours greater than thirty (30) beyond the bachelor's degree, seventy dollars ($70) per credit hour.

§ 9.6 Payment for master's degree. A teacher with a master's degree will receive a salary payment of seven hundred forty dollars ($740).

§ 9.7 Payroll option. Each ten (10) month teacher will have the option of having his salary paid in one of the following ways. Teachers will sign declarations in June of each year stating their preferences for payment method. New teachers will make their choices when they assume employment.

(a) Twenty-one (21) salary checks of equal amounts every other Thursday, beginning in September with the final paycheck on the last day of school in June; or,

(b) Twenty-one (21) salary checks on every other Thursday, beginning in September with the last check (6/26th of the annual salary) being paid on the final day of school in June.

§ 9.8 Salary for teaching assistants. The annual salary for a teaching assistant will be determined by multiplying fifty percent (50%) by the salary step on the teacher salary schedule that represents the assistant's credited years of service.

§ 9.9 Salary for RNs.

(a) The annual salary for RNs shall be completed by placing the RN on the teachers' salary schedule in accordance with years of credited service and multiplying the step salary by the following percentages:

Year of Credited Service	Percentage
1-20	77%
21-25	78%
26-30	79%
30+	80%

(b) Hourly salary: To determine an hourly salary for purposes of payment for work beyond the workday or work year, an RN's annual wage shall be divided by 1350 hours.

§ 9.10 Flexible Benefit Plan.

(a) Effective January 1st, 1992, or as soon thereafter as possible, the District will establish an Internal Revenue Code Section One Hundred Twenty-Five (IRC 125) Flexible Benefit Plan for bargaining unit members.

(b) The Plan Document will be mutually agreed to by the parties and will be incorporated herein by reference.

(c) The parties will mutually agree upon a third party administrator to administrate the Plan.

(d) Any administrative costs will be borne by the District.

(e) Prior to July 1st, 1996, the parties agree to amend the plan document to include the payment of health care premium equivalents as a benefit and to open the enrollment for this added feature.

(f) The District will make an annual contribution to the unreimbursed medical expenses portion to the account of each teacher as follows:

(1) 2005-2006: Two hundred dollars ($200)

(2) 2006-2007: Two hundred twenty-five dollars ($225)

(3) 2007-2008: Two hundred fifty dollars ($250)

(4) 2008-2009: Three hundred dollars ($300)

The contribution shall be made effective the first day of the flexible benefit plan year each year. This contribution shall be made to each teacher regardless of insurance status.

§ 9.11 Salary for tutoring. The hourly salary for tutoring shall be twenty dollars ($20) per hour.

§ 9.12 Teacher overload stipend. Any teacher who voluntarily teaches more than six (6) classes shall receive an annual stipend of one thousand dollars ($1,000).

§ 9.13 **Summer work.** Teachers shall be compensated at the rate of eighty dollars ($80) per day based on a six (6) hour workday.

ARTICLE 10 - EXTRACURRICULAR SALARIES

§10.1 **Extracurricular salary schedule.** The 2005-2006, 2006-2007, 2007-2008 and 2008-2009 extracurricular salary schedules are specified in Appendix D.

§10.2 **Assignment to positions.** Assignments to extracurricular positions shall be made by application and at the discretion of the District. The District reserves the right to add extracurricular positions as required with the salaries for any added positions to be mutually agreed upon by the District and the Association.

ARTICLE 11 - NO STRIKE

§11.1 **Affirmation.** The Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or impose an obligation to conduct, assist or participate in such a strike.

ARTICLE 12 - HEALTH INSURANCE

§12.1 **District contribution.** The District will pay ninety percent (90%) of the premium equivalent cost for either family or individual coverage for teachers who elect to participate in the Plan.

§12.2 **Retiree coverage.** The District will pay one hundred percent (100%) of the premium cost for individual coverage for a teacher who retires. If the teacher elects family coverage, the District will also pay thirty-five percent (35%) of the difference between the premium cost for individual coverage and the premium cost for family (dependent) coverage. In order to be eligible to receive this benefit, the teacher must meet the following conditions:

(a) Have at least ten (10) years of service, not necessarily continuous, with the District; and,

(b) Receive a retirement benefit from the NYSTRS or the NYSERS; or,

(c) If not eligible for a pension benefit from either the TRS or ERS, receive a benefit under the Federal Insurance Contributions Act.

§12.3 **Health care plan.** The District will provide health care coverage through the Central Southern Tier Health Care Plan (hereinafter "Plan").

§12.4 **Benefits.** The Plan will provide benefits at least equivalent to the insurance plan provided by the District as of August 31st, 1991 provided, however, that:

(a) Effective July 1st, 2000, the parties agree to implement the following options available from the Plan.

(1) Preferred Provider Option (PPO);

(2) Emergency room co-pay option;

(3) Office visit co-pay option;

(4) Prescription drug co-pay option.

(b) After one (1) year of participation in the options specified in §12.4(a), either the Association or the District may request that a committee be formed to evaluate the status of the Plan and the agreed to options. The committee will consist of equal representatives of the parties. The Superintendent and the Association President will appoint their representative members to the committee provided, however, that the Association and management trustees to the Plan will be members of the committee. If it is determined by a majority of the committee that the options selected are not effective, the Association may discontinue its participation in the options and the coverage will revert back to the Plan without any options.

§12.5 Maintenance of benefits. There shall be no loss of benefits, coverage or enrollment eligibility to any employee as a result of the change from the District's prior health insurance coverage to the Plan.

§12.6 Plan document and administrative manual. The Plan Document and the Administrative Manual are hereby incorporated by reference.

§12.7 Claim appeal procedure. Any complaints under the Plan with respect to its interpretation or application must be processed through the claim appeal procedure set forth in the Plan Document. If a complaint is not settled to an employee's satisfaction, the Association may submit the issue directly to arbitration. The submission of a dispute to arbitration shall be only before an arbitrator selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The plan administrator will furnish the Association with all pertinent data related to the dispute, subject to the provisions of §12.8. The arbitrator's decision shall be in writing and will set forth his findings, reasoning and conclusions on the issue submitted to him. The arbitrator shall be without authority to make any decision that requires the commission of an act prohibited by law. The decision of the arbitrator shall be final and binding on both parties. The cost of the services of the arbitrator will be shared equally by the District and the Association.

§12.8 Confidentiality. All data obtained by the plan administrator with respect to claims shall be considered confidential and shall be made available to persons involved or connected with the Plan strictly on a need-to-know basis and such data shall be utilized for no purpose other than is necessary for the administration of the Plan and the payment of claims. No data with respect to any employee's claim or claims shall be released to a third party without the express written consent of the employee affected. No health data obtained by the Plan may be used to discipline or dismiss an employee.

§12.9 Conversion privilege. An employee who leaves the employment of the District or an employee whose services are terminated shall be offered the right of conversion for health coverage, regardless of insurability, at the full cost and expense of the employee. If a former employee or the District is unable to obtain coverage, then the former employee may continue to participate in the Plan at his own expense, in which case the District may require proof of rejection of insurance. If a former employee is offered health insurance, including coverage for pre-existing conditions, but chooses not to purchase same, the Plan shall not be obligated to provide coverage. The Plan will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for said condition shall apply. All conversion rights that are extended to a former employee will also be extended to his dependents.

§12.10 Enrollment procedures. Enrollment procedures for new employees are specified in the Plan Document and/or the Administrative Manual. Any employee who declines health care coverage will submit proof of coverage elsewhere and will sign a waiver of coverage form.

§12.11 Payment in lieu of coverage.

(a) A teacher eligible for health care coverage who elects not to participate in the Plan shall receive an annual payment of two thousand five hundred dollars ($2,500) in lieu of insurance, provided that the teacher completes a waiver of health care coverage form and supplies the District with proof of health care coverage elsewhere.

(b) The payment shall be made at the end of the work year in the form of a voucher, with said payment to be in lieu of insurance.

(c) A teacher who terminates his services before the end of the work year shall have his annual payment prorated.

(d) A teacher who re-enters the Plan once he has elected to receive the annual payment shall have his payment prorated.

(e) A newly hired teacher whose effective date of employment is after the first day of July in any given fiscal year shall have his annual payment prorated.

ARTICLE 13 - STANDARDIZED TESTING

§13.1 Machine scored. Standardized tests that are purchased by the District will, when available, be in a machine-score format. The District, except when scoring must be done by an individual teacher, will have the standardized tests machine-scored.

ARTICLE 14 - STUDY HALL MONITOR

§14.1 Supervision of study halls. If a suitable person can be found and finances are available, a monitor will be provided for the supervision of the high school study hall whenever possible, thereby freeing teachers for classroom instruction, individual instruction, remedial work with small groups, lesson and test preparation and other teaching duties.

ARTICLE 15 - LEAVES

§15.1 Sick leave.

(a) Each teacher shall be credited with thirteen (13) days of sick leave per year. Teachers employed for eleven (11) or twelve (12) months shall receive fourteen (14) days and fifteen (15) days of sick leave per year, respectively. Each day of absence will be based on the teacher's regular workday. A teacher who uses no sick leave during the school year will receive a two hundred twenty-five dollar ($225) bonus.

(b) Sick leave may be used for personal illness or for illness in the immediate family (children, spouse or parents).

(c) Unused sick leave days may be accumulated to a maximum of two hundred (200) days.

§15.2 Personal leave.

(a) Each teacher shall be granted two (2) personal days per year. Each day of absence will be based on the teacher's regular workday.

(b) Notice of use of personal leave days must, except in cases of emergencies, be given to the principal, in writing, at least one (1) week in advance (Appendix E).

(c) If numerous personal days are requested for the same days, the Superintendent may ask individual teachers to forego the use of that day, if at all possible.

(d) Personal leave days shall be granted the day before or day after a holiday or a vacation, but not to extend a vacation or holiday.

(e) A teacher may carryover up to two (2) unused (or unpurchased) (see §15.9) personal leave from year to year. Unused, unpurchased or unrolled over personal days shall convert to sick days.

§15.3 Return from use of sick or personal leave. Upon return from an absence, a teacher shall complete the required form that sets forth how the day is to be charged to his leave.

§15.4 Jury duty • selective service physical examination.

(a) A teacher who serves on jury duty shall be granted paid leave for such service without deduction from sick or personal leave. Monies received as payment for jury duty shall be turned over to the District.

(b) The District shall pay any teacher ordered to appear for a selective service physical examination his regular daily pay without deduction from sick or personal leave.

§15.5 Association leave.

(a) The Association will be granted seven (7) days of leave per year for Association business.

(b) The Association will reimburse the District for the direct cost of a substitute if one is hired.

(c) Requests for the use of Association days shall be made by the Association President and, except in an emergency, shall be submitted at least forty-eight (48) hours in advance.

(d) Time off for the conduct of Association/District business will be arranged between the Superintendent and the Association President.

§15.6 Health leave.

(a) A teacher with at least three (3) years of service who, for reasons of health, is advised by a physician to take a period of rest, shall, upon application to the Board, be granted up to a one (1) year leave of absence without pay upon request. The teacher may, upon application prior to the expiration of the leave, apply for an extension not to exceed one (1) additional year. Such extension may be granted at the discretion of the District.

(b) Benefits accumulated by the teacher before the leave was granted, such as sick leave days, seniority, tenure, and position on salary schedule, shall be maintained. The Board shall continue health insurance coverage during the period of absence, but the teacher must submit to the Board in advance of due dates amounts equal to the cost of health insurance premiums. Upon return from leave, the teacher shall be restored to a position comparable to the position he held at the time the leave was granted.

§15.7 Leave of absence.

(a) A teacher with at least two years of continuous service in the District may be granted a leave of absence for a period of time not to exceed one (1) year. Applications shall be submitted in writing to the Superintendent for consideration by the Board at least sixty (60) days prior to the commencement of the leave if possible. If approved, the leave shall be provided without pay. At least thirty (30) days prior to completion of the leave, the teacher may, upon written request, apply for an extension not to exceed one additional year. Such an extension may be granted at the discretion of the Board. The conclusion of a leave must coincide with the end of a semester. Any leave granted under this section may only be used for the purpose indicated on the original application.

(b) A leave may be requested for reasons such as, but not limited to, voluntary service leave, sabbatical leave, or extended personal leave.

(c) Benefits accumulated by the teacher before the leave was granted, such as sick leave days, seniority, tenure, and position on salary schedule, shall be maintained. The District shall continue health insurance coverage during the period of absence but the teacher must submit to the District in advance of due dates amounts equal to the cost of health insurance premiums. Upon return from the leave, the teacher shall be restored to a position comparable to the position he held at the time the leave was granted.

§15.8 Parental leave. A teacher is eligible for parental leave for the birth or adoption of a child for a period of up to one (1) year as requested by the teacher. An extension of the leave, not to exceed one (1) year, may be requested and shall be granted. At the conclusion of the leave the teacher shall be allowed to return after giving thirty (30) days' notice. The teacher may return sooner if mutually agreeable between the District and the teacher. Upon return from such leave, the teacher shall be restored to the previously held tenure area.

§15.9 Personal leave buyout. Teachers who use less than four (4) days of sick leave in any given school year will be entitled to have two (2) days of unused personal leave purchased by the District. Teachers who use less than six (6) days of sick leave in any given school year will be entitled to have one (1) day of unused personal leave purchased by the District. Notice of a buyout selection must be provided to the District by June 30th each year. Such buyout will take place in the month of July at the rate of 1/182 of the teacher's salary.

§15.10 Bereavement leave. A teacher shall be granted up to five (5) days per occurrence of bereavement leave for a death in the immediate family. The term "immediate family" means a teacher's spouse, parent, sibling, child, father-in-law, mother-in-law, grandparent, aunt, uncle, brother-in-law, sister-in-law, or member of the household. Additionally, bereavement leave days may be granted at the discretion of the Superintendent.

ARTICLE 16 - RETIREMENT INCENTIVE

§16.1 Amount. Any teacher, with the exception of teaching assistants and RNs, who retires and meets the eligibility requirements specified in this article, shall be paid a lump sum retirement incentive payment as follows:

(a) 2005-2006: Eighteen thousand dollars ($18,000)

(b) 2006-2007: Eighteen thousand dollars ($18,000)

(c) 2007-2008: Twenty thousand dollars ($20,000)

(d) 2008-2009: Twenty thousand dollars ($20,000)

Teaching assistants and RNs shall be eligible for a prorated amount based on the percentage of the salary schedule they are paid.

§16.2 Reporting. The District shall report the lump sum payment as earnings for the last school year worked by the teacher and shall make payment to the teacher in any month designated by the teacher from August to the January following retirement.

§16.3 Eligibility. In order to be eligible for this benefit, a teacher must:

(a) have worked in the District at least ten (10) years, and

(b) retire during the year he becomes first eligible to retire without penalty under the rules of the appropriate retirement system unless he voluntarily elects to retire sooner and accept the TRS penalty.

(c) or, if a teacher retires the second year of eligibility he shall receive sixty percent (60%) of the incentive amount,

(d) or, if a teacher retires the third year of eligibility he shall receive forty percent (40%) of the incentive amount,

(e) however, if a teacher retires after his third year of eligibility he shall be ineligible for the District incentive.

§16.4 Letter of intent. Teachers who are eligible and wish to receive the incentive amount are encouraged to file a non-binding letter of intent to retire at least seven (7) months prior to the date of retirement. A form for this purpose is included in Appendix F.

§16.5 Deferring receipt.

(a) At the teacher's option, he may elect to defer any portion of the incentive to be used to pay his share of the cost of the insurance coverage after retirement (see §12.2).

(b) If the teacher dies prior to exhausting any portion of the incentive deferred for insurance, the remaining balance will be paid to his designated beneficiary or the teacher's estate, in the absence of a beneficiary.

ARTICLE 17 - ABSENCE DUE TO ILLNESS OR INJURY INCURRED IN THE COURSE OF EMPLOYMENT

§17.1 Job related illness or injury. During any period up to one hundred twenty (120) school days for which a teacher is absent from his employment and unable to perform his duties as a result of personal injury or illness caused by an accident or assault occurring in the course of his employment, as defined under the Worker's Compensation Act, and is eligible for compensation benefits under the Worker's Compensation Act, the Board will pay to the teacher the difference between his regular salary and any compensation benefits received by the teacher for loss of salary and no part of such absence will be deducted from his sick leave. If the nature of the illness or injury is such that the teacher is able to return to his employment before the waiting period under the Compensation Act has elapsed, the teacher will be paid his full salary for the absence to the extent covered by his accumulated sick leave and such days of absence will be deducted from his available number of sick days.

ARTICLE 18 - SICK LEAVE BANK

§18.1 Bank established. A sick leave bank (hereinafter bank) is established, subject to the following:

§18.2 Contributions. Each newly hired teacher will have one (1) of his annual sick leave day entitlement credited to the sick leave bank upon hire.

§18.3 Committee.

(a) A committee shall be established to review and approve requests for use of the bank. All decisions of the committee must be unanimous. This committee shall consist of the Superintendent or his designee, the Association President or his designee and one other member of the Association to be appointed by the Association President. Requests may be submitted to any member of this committee for approval.

(b) Whenever the bank's accumulated total falls below one hundred (100) days, each teacher will be assessed one (1) additional day to replenish the bank. A teacher who has no accumulated sick leave will have his next year's sick leave entitlement reduced by any day(s) granted to the bank.

§18.4 Procedure. No teacher will be entitled to apply for days from the bank unless he has exhausted his personal and sick leave entitlement. In addition, the following guidelines will apply.

(a) A teacher may apply (Appendix G) for a maximum of thirty (30) days at any one time. It will be the decision of the committee as to the total number of days each applicant is granted.

(b) A teacher who has exhausted his sick leave may apply to the bank for days. If the teacher knows in advance that he will be absent due to illness or accident, he may apply in advance for the days. A teacher that does not have advance knowledge of the need for the days will apply within thirty (30) days following the absence, in which case, if days are granted, they will be applied retroactively.

(c) A teacher may be requested to provide acceptable medical evidence when applying to use the bank.

(d) A teacher who uses days from the sick leave bank shall repay those days to the bank by subtracting up to two (2) sick days per year from the teacher's annual allotment.

§18.5 Bank minimum. The bank will be maintained at a minimum level of one hundred (100) days at all times.

ARTICLE 19 - DISTANCE LEARNING

§19.1 Terms and conditions. The Association and the District have discussed the terms and conditions of employment of teachers involved with the Distance Learning Project (DLP) and agree that the following shall apply to teachers:

(a) DLP classes shall be taught by teachers certified in the area they will be teaching.

(b) The teaching of DLP classes shall be strictly voluntary.

(c) Assignments to teach DLP classes shall be made annually. Each DLP course to be offered shall be posted to permit teachers to apply.

(d) The DLP program shall be supplemental and shall not be used to reduce the size of the bargaining unit.

(e) DLP courses shall be considered to be bargaining unit work in the District from which they are transmitted.

(f) There shall be no additional compensation for teaching a DLP class.

(g) Teachers who teach DLP classes shall receive the equivalent of one (1) additional secondary preparation period per day for each class taught.

(h) The DLP program shall not adversely affect the preparation time or workload of the rest of the teachers.

(i) The District shall make every effort to limit the class size of the DLP classes to a maximum of twenty (20) students.

(j) Evaluations of teachers teaching DLP classes shall be in accordance with the contract provisions of the district where the course originates. Tapes of lessons shall not be used for evaluation. Evaluators shall observe the teacher's class, rather than monitoring the television.

(k) The district will provide someone to operate the transmitting equipment for the teacher transmitting the lesson when requested by the teacher.

(l) The district(s) receiving the transmitted lesson shall assume full responsibility and liability for the supervision of students in the receiving school(s).

ARTICLE 20 - PREPARATION TIME

§20.1 Secondary teacher workload. Full-time secondary teachers may be assigned to teach either five (5) or six (6) teaching assignments per day. A science lab will be considered to be a teaching assignment. A teacher may, on a voluntary basis only, agree to teach more than six (6) teaching assignments per day. A teacher voluntarily agreeing to teach more than six (6) classes shall be assigned no duties. A teacher who voluntarily teaches more than six (6) classes shall provide the District with a written notice indicating voluntary agreement on the form provided herein as Appendix H. Academic Intervention Services shall be considered a teaching assignment and supervised as such.

§20.2 Preparation time. Teachers will be granted preparation time during the students' in-school day as follows:

(a) Elementary teachers. Normally, each elementary teacher will receive forty-eight (48) minutes of preparation time during the workday. In the case of extenuating circumstances, the teacher shall be given a minimum of three hundred thirty-five (335) minutes of preparation time per week on average over a four (4) week rotation. This subsection shall be subject to a mandatory re-opener of bargaining if a significant change of building schedule takes effect.

(b) Secondary teachers. In addition to a duty-free lunch period, each secondary teacher shall have at least two (2) duty-free preparation periods per day equal in length to a secondary class period. A teacher may, on a voluntary basis only, use such time for student instruction. A teacher assigned to teach six (6) periods per day shall receive an additional two (2) preparation periods per four (4) day cycle. In providing the additional two (2) preparation periods per four (4) day cycle for a teacher teaching six (6) periods, the District may assign preparation periods each semester such that the average of the additional preparation periods for the year is two (2) per four (4) day cycle.

(c) Teaching assistants. In addition to a duty-free lunch period of at least a full period, each teaching assistant shall have at least one (1) duty-free period per day equal in length to a secondary class period. In the case of extenuating circumstances, this duty-free period may be divided into shorter time segments. In any event, during a normal five (5) day school week, duty-free time shall total a minimum of two hundred (200) minutes. A teaching assistant may, on a voluntary basis only, use such time for educational duties.

§20.3 Reopener. If, during the term of this Agreement, the District determines that it needs to modify the secondary school period schedule, it will request that the Association meet with the District to negotiate the proposed change. In such event, the Association herein agrees to negotiate with the District.

ARTICLE 21 - EVALUATION AND ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)

§21.1 Responsibility. The parties to this Agreement acknowledge that the evaluation of teachers is the responsibility of the administration. Evaluations shall be based on the procedure contained herein. The forms used for evaluation shall be the ones that were developed and mutually agreed upon by the District and the Association (see attached Forms 1, 2 and 3).

§21.2 Number required. All tenured teachers shall annually participate in the APPR process set forth in §21.8. Each probationary teacher shall have his performance evaluated at least twice each year during the term of his probationary appointment. Additional evaluations for tenured and probationary staff may be done as situations warrant.

§21.3 Procedure. Evaluations shall be completed using the following procedure:

(a) Evaluations will be done by each teacher's immediate supervisor and/or by the Superintendent.

(b) Prior to each observation, the teacher shall complete Form 1 (Professional Pre-Observation Form) and submit it to the observer at a pre-observation conference.

(c) After each observation, a written evaluation will be completed by the evaluator using Form 2 (Professional Observation Form). Scripting is to be used only as it relates to Professional Development (§24.2) and <u>not</u> for evaluation purposes under this article.

(d) The evaluator shall hold a post-observation conference with the teacher to discuss the written evaluation within a reasonable time (under normal circumstances, within ten [10] school days) after each observation.

(e) The teacher will sign and date the evaluation after it is jointly reviewed.

(f) The teacher may, if he so elects, submit a written statement to be attached to the evaluation. Under normal circumstances, the written response to the evaluation is to be submitted within five (5) school days of the conference.

(g) Each teacher will be given a copy of the evaluation.

(h) If Form 2 indicates that the teacher did not meet District standards, then the evaluator shall complete Form 3 (Professional Improvement Plan) and discuss it with the teacher at a conference attended by the evaluator, teacher and an Association representative.

(i) The teacher and Association representative shall receive a copy of Form 3 at the aforementioned conference.

(j) Any additional observations or conferences arising out of a Professional Improvement Plan shall follow the procedures outlined in this section except that the focus of the observer shall be observation criteria marked as unsatisfactory on Form 2.

§21.4 Additional evaluations. Teachers' requests for additional evaluations for specific problems or needs shall be honored by the administration to the extent possible considering the total number of administrators and their workload at the time of the request.

§21.5 Content. The evaluation form shall contain but not be limited to the following:

(a) reasonable suggestions from the evaluator to improve performance;

(b) data relating to observed deficiencies and attributes.

§21.6 Fully documented. All information used to evaluate a teacher's performance shall be documented and shall be placed in the teacher's personnel file in a timely manner.

§21.7 Progressive discipline. In cases of teacher discipline, the concept of progressive discipline shall be applied. The teacher may have Association representation present when disciplinary actions are to be discussed.

§21.8 Annual Professional Performance Review (APPR).

(a) Procedure for tenured teachers:

(1) Professional Development Goals will be determined annually by the teacher and the immediate supervisor.

(2) The tenured teacher will submit goals by October 1st of each school year. The supervisor will schedule a meeting with the teacher prior to November 1st that same year to develop the Professional Growth Plan, based on the Guidelines for Effective Teaching Guidelines specified in Appendix I. The meeting will be held during the teacher's workday unless the teacher agrees to meet outside of work hours.

(3) If the supervisor and teacher cannot reach agreement on goals for the school year, the superintendent and the teacher's representative will meet to help determine the appropriate goals.

(4) An annual Professional Development Goal Conference will be completed by the teacher and the immediate supervisor and submitted to the Superintendent by the end of each school year.

(5) At least one (1) informal visitation will be held prior to June 1st of every year.

(6) **OPTIONAL:** A Professional Growth Portfolio may be maintained and updated by the teacher. This may be brought to the Annual Professional Development conference for review by the teacher and immediate supervisor.

(7) The form used for documenting the Growth Plan is contained herein as Form 4.

ARTICLE 22 - TEACHER PERSONNEL FILE

§22.1. **Access • notification.** Each teacher will have the right, upon request, and in the presence of the Superintendent or his designee, and, if requested, an Association representative, to review the content of his personnel file and to make copies thereof and have the right to add materials by way of explanation to any statements found therein. A copy of material added by the teacher shall be given to the immediate supervisor at the time it is placed in the file.

(a) Pre-hire information and letters of recommendation or forms which the teacher has acknowledged as confidential when placed in the file will not be shown to the teacher and will be withdrawn from the file at the time of inspection. All other materials shall remain in the file, available to the teacher.

(b) A teacher shall be notified of uncomplimentary material at the time it is placed in his file.

(c) The personnel file of a teacher shall be available for his review within a short time after his request to review.

(d) The personnel file of a teacher shall contain copies of all materials retained by the District that relate to that teacher and, particularly, any documents which could be introduced in any proceeding against the teacher or introduced to evaluate the teacher for any appointment or consideration. If a principal maintains personnel records in his office, copies of all material retained by him shall be promptly transmitted to the personnel files in the District office and, if the material is uncomplimentary, the teacher involved shall be notified.

(e) Notes taken by a principal or the Superintendent in an interview or used to complete an evaluation form, etc., are the property of the principal or the Superintendent and can be maintained outside the file. Such notes could be used for a reference, but could not be introduced as a document in a proceeding against a teacher.

(f) Whenever an appointment, certification, evaluation or payroll document is added to an employee's personnel file, it will be numbered chronologically and logged in appropriate order by page number, date of item, if any, date item placed in file and by description. Other documents will be added to the file and listed under the miscellaneous column by date and description. An employee may review his personnel file in the presence of the Superintendent or his designee, and, if requested, an Association representative, after which he must sign and date the log, noting that the file was reviewed on that date. The District shall keep records of the number of copies made and a description of the documents copied. This record will not be a part of the personnel file.

(g) Personnel files shall be securely maintained in the District's business office by the personnel clerk.

(h) Employees will be charged ten cents (10¢) per page for copying items from the personnel files, subject to change pending contract negotiations.

ARTICLE 23 - TENURE TEACHER DISMISSAL

§23.1 **Just cause.** No tenured teacher will be dismissed without just cause.

ARTICLE 24 - PROFESSIONAL DEVELOPMENT

§24.1 Professional activities. The District believes that teachers should be provided with voluntary opportunities for professional growth. To achieve this goal, the Superintendent provides the teaching staff with opportunities for additional professional activities outside the classroom including:

(a) attendance at professional meetings;

(b) visits to other classrooms and other schools; and

(c) in-service programs.

ARTICLE 25 - GRIEVANCE PROCEDURE

§25.1 Declaration of Purpose. Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

§25.2 Definitions.

(a) "Aggrieved party" shall mean the person or group of persons in the negotiating unit filing a grievance.

(b) A "grievance" is a complaint by a teacher or group of teachers based upon any claimed violation, misinterpretation or inequitable application of this Agreement or other existing laws, rules or policies which relate to or involve a teacher or a group of teachers. A "contract grievance" is specifically a complaint by a teacher or group of teachers based upon any claimed violation, misinterpretation or inequitable application of this Agreement.

(c) "Hearing officer" shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

(d) "Party in interest" shall mean the Association and any party named in a grievance who is not the aggrieved party.

(e) The term "supervisor" shall mean any principal, assistant principal or other administrative officer responsible for the area in which a grievance arises.

§25.3 Procedures.

(a) All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievances existed, the identity of the party responsible for causing said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

(b) Except for informal decisions at stage one, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the teacher and the Association.

(c) If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at stage two described below.

(d) The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

(e) The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning a grievance.

(f) Except as otherwise provided in stage one, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

(g) No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participating therein. This does not preclude the Board from taking necessary action for just cause against any parties named above.

(h) The form for filing grievances as developed by the Association and the District is set forth in Appendix J to this Agreement.

(i) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(j) Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

(k) The Superintendent shall be responsible for accumulating and maintaining an official grievance record which will consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than stage one-a and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in stages two and three. A copy of such minutes will be made available to the aggrieved party and the Association, within three (3) workdays after the conclusion of hearings at stages two and three. Within three (3) workdays of receipt of the minutes either party shall advise the appropriate hearing officer of any errors in the minutes. Any such claim or error in the minutes shall become a part of the official grievance record and the arbitrator shall indicate the determination made respecting such claimed error. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Association and the Board, but shall not be deemed a public record.

(l) The existence of the procedure herein established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other forum, except in contract grievance cases which go to binding arbitration in which cases the findings shall be binding on all parties.

(m) Any grievance may be taken to stages one, two and three of this procedure. A contract grievance may, in addition, be taken to stage four, arbitration.

§25.4 Time limits.

(a) Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

(b) No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within forty (40) school days after the teacher knew or should have known of the act or condition on which the grievance is based.

(c) If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

(d) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

(e) If a grievance is initiated under these procedures and is not concluded prior to the expiration date of this Agreement, the grievance may be continued under these procedures until it is settled.

(f) In the event a grievance is being processed after the last day of school, all references to workdays in this procedure shall mean calendar days; exclusive of legal holidays, Saturdays and Sundays. If a grievance is still being processed on the first day of school in September, "workdays" shall again mean working days.

§25.5 Stage one.

(a) A teacher having a grievance will discuss it with his supervisor either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest in arriving at his decision. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

(b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) workdays after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher or his representative.

§25.6 Stage two.

(a) If the aggrieved party is not satisfied with the decision at the conclusion of stage one and wishes to proceed further under this grievance procedure, then the aggrieved party or the Association will file a written appeal of the decision at stage one with the Superintendent within fifteen (15) workdays after the aggrieved party has received such written decision. Copies of the written decision at stage one shall be submitted with the appeal.

(b) Within fifteen (15) workdays after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a hearing with the aggrieved party and/or his representative and all other parties in interest.

(c) The Superintendent shall render a decision, in writing, to the aggrieved party or his representative within ten (10) workdays after the conclusion of the hearing.

§25.7 Stage three.

(a) If the aggrieved party is not satisfied with the decision at stage two, the aggrieved party or the Association will file an appeal, in writing, with the Board within fifteen (15) workdays after receiving the decision at stage two. The official grievance record maintained by the Superintendent shall be available for the use of the Board.

(b) Within fifteen (15) workdays after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

(c) Within ten (10) workdays after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance.

§25.8 Stage four.

(a) If the Association is not satisfied with the decision at stage three, it may submit the grievance to arbitration by submitting a demand for arbitration to the Superintendent within thirty (30) workdays of the decision at stage three and simultaneously serve notice upon the permanent umpire.

(b) The arbitrator's decision will be in writing and will set forth the findings of fact, and conclusions on the issues.

(c) The parties are bound by the rules of the American Arbitration Association.

(d) The decision of the arbitrator shall be final and binding upon all parties.

(e) The costs for the services of the arbitrator will be borne equally by the District and the Association.

(f) Douglas Bantle, Esq. is hereby designated as the permanent umpire to adjudicate disputes arising out of the provisions of this Agreement.

(g) For the duration of the Agreement, each party will have two (2) strikes to eliminate the permanent arbitrator from hearing a specific case in accordance with the following:

(1) The use of a strike will require the parties to file with the American Arbitration Association for a list of arbitrators in accordance with the rules of the American Arbitration Association.

(2) The party who executes a strike must notify the other side, within five (5) workdays of the District receiving the intent to arbitrate, that the party is exercising its right to strike.

(3) If a party executes a strike, the Association will notify the American Arbitration Association, within five (5) workdays after being notified by the District of its use of a strike, that it needs a list of arbitrators.

(4) Either party may exercise its right to strike for any arbitration; but, once the two (2) strikes are used, the permanent arbitrator cannot be replaced and the parties may not go to the American Arbitration Association.

ARTICLE 26 - DISTRICT RIGHTS

§26.1 Rights and responsibilities. The District hereby retains and reserves unto itself all rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New York and/or the United States subject only to the limitations imposed by the language of this Agreement.

ARTICLE 27 - PART-TIME TEACHERS

§27.1 Full-time defined. A secondary teacher assigned to teach either five (5) or six (6) classes will be considered to be full-time.

§27.2 Part-time defined. A teacher assigned to teach fewer than five (5) classes will be considered to be a part-time teacher, provided, however, that any full-time teacher teaching fewer than five (5) classes on June 3rd, 1996, will not be negatively impacted by this article.

§27.3 Preparation time. Notwithstanding the provisions of Article 20 of this Agreement, a secondary teacher assigned to teach fewer than five (5) classes will receive duty-free preparation periods as follows:

(a) Four (4) classes: One (1) duty-free preparation period per day plus an additional two (2) preparation periods per four (4) day cycle.

(b) Three (3) or fewer classes: One (1) duty-free preparation period per day.

§27.4 Duty-free lunch. A part-time teacher assigned to teach either three (3) or four (4) classes will be entitled to receive a duty-free lunch period each day.

§27.5 Salary calculation. A part-time secondary teacher's salary will be calculated by multiplying a fraction by the teacher's full-time salary. The fraction will be the greater of the following two (2) formulas:

(a) The number of classes assigned to teach during the four (4) day cycle divided by twenty (20), or

(b) A fraction whose denominator is forty (40) and whose numerator is the sum of the assigned classes, additional duties, preparation periods and duty-free lunch periods during the four (4) day cycle.

§27.6 Continuous work time. The District agrees that in assigning teaching periods to part-time teachers it will make every effort to ensure that there will not be interrupted, non-compensated time between the first class period assigned and the end of the teacher's last assigned period. In no event will there be more than one (1) uncompensated period between the first class period assigned and the end of the teacher's last assigned period.

ARTICLE 28 – USE OF COPY MACHINES

§28.1 Copy machines. Teachers are expected to use the Central Copying services whenever possible. In extenuating circumstances, teachers will be provided access to a copy machine in each building to enable them to reproduce materials needed for instruction. Each time the copy machine is

used, teachers will complete a sign-in sheet that will include the teacher's name, the date and the number of copies produced.

ARTICLE 29 – ASSURANCE OF EMPLOYMENT

§29.1 Assurance. The District reaffirms the commitment made by the former Canisteo Central School District Board of Education that any employee of the District as of July 1st, 2004 shall continue in the employ of the District unless he resigns voluntarily or is terminated as a result of a probationary period or proper disciplinary procedure.

ARTICLE 30 - DURATION

§30.1 Term of agreement. Having been approved by the Board and the Association, the provisions of each article and section of this Agreement shall become effective July 1st, 2005 and shall continue in force and effect until June 30th, 2009 unless different dates are specifically provided for in individual articles or sections.

CANISTEO-GREENWOOD
CENTRAL SCHOOL DISTRICT

By: _____
Superintendent

Dated: 2/6/06

CANISTEO-GREENWOOD
TEACHERS ASSOCIATION

By: _____
President

Dated: 2/6/06

APPENDIX A – 2005-2006 AND 2006-2007 SALARY SCHEDULES

2005-2006 Salary Schedule		
Step	**Years of Service**	**Base**
1	1	$32,678
2	2	$33,565
3	3	$34,975
4	4	$36,461
5	5	$38,074
6	6	$39,685
7	7	$41,298
8	8,9,10	$42,911
9	11,12	$44,522
10	13,14,15	$46,135
11	16,17	$47,748
12	18,19	$49,329
13	20,21	$50,972
14	22,23,24,25	$52,585
15	26	$54,198
16	27	$55,809
17	28	$57,422
18	29	$59,035
19	30	$60,646
20	31+	$62,259

2006-2007 Salary Schedule		
Step	**Years of Service**	**Base**
1	1	$33,903
2	2	$34,823
3	3	$36,287
4	4	$37,829
5	5	$39,501
6	6	$41,173
7	7	$42,847
8	8	$44,520
9	9,10,11	$46,191
10	12,13	$47,865
11	14,15,16	$49,538
12	17,18	$51,179
13	19,20	$52,884
14	21,22	$54,556
15	23,24,25,26	$56,230
16	27	$57,902
17	28	$59,575
18	29	$61,249
19	30	$62,920
20	31+	$64,593

In addition to the salaries specified above, each teacher's salary shall be determined by adding:

Fifty-five dollars ($55) per credit hour for up to thirty (30) hours.

Seventy dollars ($70) per credit hour for hours beyond thirty (30) hours.

Seven hundred forty dollars ($740) for a master's degree.

A teacher at top step the prior year shall receive a one thousand seven hundred fifty dollar ($1,750) career increment.

APPENDIX B – 2007-2008 AND 2008-2009 SALARY SCHEDULES

2007-2008 Salary Schedule		
Step	**Years of Service**	**Base**
1	1	$35,175
2	2	$36,129
3	3	$37,647
4	4	$39,247
5	5	$40,983
6	6	$42,717
7	7	$44,454
8	8	$46,189
9	9	$47,924
10	10,11,12	$49,660
11	13,14	$51,396
12	15,16,17	$53,098
13	18,19	$54,867
14	20,21	$56,602
15	22,23	$58,339
16	24,25,26,27	$60,073
17	28	$61,809
18	29	$63,546
19	30	$65,280
20	31+	$67,015

2008-2009 Salary Schedule		
Step	**Years of Service**	**Base**
1	1	$36,494
2	2	$37,484
3	3	$39,059
4	4	$40,719
5	5	$42,520
6	6	$44,319
7	7	$46,121
8	8	$47,921
9	9	$49,721
10	10	$51,523
11	11,12,13	$53,323
12	14,15	$55,089
13	16,17,18	$56,924
14	19,20	$58,725
15	21,22	$60,527
16	23,24	$62,326
17	25,26,27,28	$64,127
18	29	$65,928
19	30	$67,728
20	31+	$69,529

In addition to the salaries specified above, each teacher's salary shall be determined by adding:

Fifty-five dollars ($55) per credit hour for up to thirty (30) hours.

Seventy dollars ($70) per credit hour for hours beyond thirty (30) hours.

Seven hundred forty dollars ($740) for a master's degree.

A teacher at top step the prior year shall receive a one thousand seven hundred fifty dollar ($1,750) career increment.

APPENDIX C - WAIVER FOR PRIOR SERVICE CREDIT

In accordance with the provisions of Article 9, §9.2, I, _____, agree as follows:

I have had _____ years of teaching experience prior to my employment in the District. I have been granted _____ years of teaching experience credit by the District. I do hereby expressly and knowingly waive any claim or cause of action whatsoever I may have against the District or the Association predicated on any claim that I have not been accorded appropriate credit for experience.

_____

By

_____

Date

APPENDIX D – EXTRACURRICULAR SALARIES

The following schedule of extracurricular salaries shall apply in addition to the regular salaries of the teachers involved in such activities. Assignments to these positions shall be made by application and at the discretion of the Board. The Board reserves the right to add positions to the schedule as required with salaries to be mutually agreed upon by the Board and the Association. Coaches must inform the District payroll office if they choose to be paid in two (2) week intervals after the start of their coaching duties or a lump sum payment at the end of the season.

(1) Coaching salaries. Coaching salaries shall be paid at the following rates:

SPORT	SALARIES			
	2005-2006	2006-2007	2007-2008	2008-2009
Fall Varsity	$2,715	$2,796	$2,880	$2,967
Fall JV	$2,110	$2,173	$2,238	$2,306
Winter Varsity	$3,380	$3,481	$3,586	$3,693
Winter JV	$2,650	$2,730	$2,811	$2,896
Spring Varsity	$2,715	$2,796	$2,880	$2,967
Spring JV	$2,110	$2,173	$2,238	$2,306
Modified	$1,095	$1,128	$1,162	$1,197

*An assistant coach shall be paid at eighty-three percent (83%) of their respective coach's salary.

(2) Coaching longevity. To encourage coaches to continue their programs and to reward those who have provided service over many years, each coach shall receive the following longevity benefit.

COACHING LONGEVITIES			
2005-2006	2006-2007	2007-2008	2008-2009
$50.00	$51.50	$53.05	$54.64

The above coaching longevities will be added to the coaching salary per year of coaching that sport in the District, regardless of the level of the sport (varsity, JV, modified) or the gender of the sport. An assistant coach is ineligible for longevity benefits.

(3) Coaching sectionals. In addition to the above compensation, each coach shall receive the following for each week worked beyond the initial sectional competition.

COACHING SECTIONALS			
2005-2006	2006-2007	2007-2008	2008-2009
$150	$155	$159	$164

(4) Multiple coaching salary. For JV sports specifically listed on this schedule, if a varsity coach also coaches the JV team, he will receive one-half (.5) of the JV coaching salary in addition to his varsity salary.

(5) Other extracurricular pay. The following positions shall be paid in the amount indicated. In order for a department head position to exist, there must be at least two (2) teachers in the department.

ACTIVITY	EXTRACURRICULAR PAY			
	2005-2006	2006-2007	2007-2008	2008-2009
Athletic Director	$4,500	$4,500	$5,000	$5,000
Marching Band Director	$1,880	$1,936	$1,994	$2,054
Musical Art Director	$700	$721	$743	$765
Stage Director	$700	$721	$743	$765
CSE Chairperson	$2,565	$2,642	$2,721	$2,803
Department Chairperson (9)	$1,050	$1,082	$1,114	$1,147
Sp. Ed. Department Head	$1,050	$1,082	$1,114	$1,147
Yearbook Advisor	$2,455	$2,529	$2,605	$2,683
Elementary Yearbook Advisor	$1,225	$1,262	$1,300	$1,339
Fall Cheer Advisor	$1,720	$1,772	$1,825	$1,879
Winter Cheer Advisor	$1,720	$1,772	$1,825	$1,879
Assistant Cheer Advisor	$935	$963	$992	$1,022
Student Senate Advisor	$1,575	$1,622	$1,671	$1,721
Music Club Advisor	$1,050	$1,082	$1,114	$1,147
Freshman Class Advisor (2)	$620	$639	$658	$677
Sophomore Class Advisor (2)	$750	$773	$796	$820
Junior Class Advisor (2)	$640	$659	$679	$699
Senior Class Advisor (2)	$750	$773	$796	$820
Academic All Stars	$1,400	$1,442	$1,485	$1,530
Musical Show	$1,410	$1,452	$1,496	$1,541
Senior Play	$1,325	$1,365	$1,406	$1,448
Color Guard	$790	$814	$838	$863
Bowling	$700	$721	$743	$765
Gymnastics	$700	$721	$743	$765
School Paper (2)	$600	$618	$637	$656
SADD	$525	$541	$557	$574
Ski Club	$705	$726	$748	$770
French Club	$572	$589	$607	$625
Spanish Club	$572	$589	$607	$625
Art Club	$525	$541	$557	$574
Computer Club	$525	$541	$557	$574
Skating Club	$525	$541	$557	$574
Technology Club	$525	$541	$557	$574
Varsity Club	$525	$541	$557	$574
National Honor Society	$480	$494	$509	$525
Junior National Honor Society	$240	$247	$255	$262
Site Supervisor	$53.00	$54.59	$56.23	$57.91
Proctor	$34.50	$35.54	$36.60	$37.70
Bus Chaperone	$53.00	$54.59	$56.23	$57.91
Dance Chaperone	$34.50	$35.54	$36.60	$37.70
Basketball Timer	$34.50	$35.54	$36.60	$37.70
Line Person (3/game)	$34.50	$35.54	$36.60	$37.70
Shot Clock Timer	$34.50	$35.54	$36.60	$37.70
Ticket Seller	$34.50	$35.54	$36.60	$37.70

APPENDIX E - REQUEST FORM FOR PERSONAL LEAVE DAYS

_____:

To

I request personal leave use on _____

Date(s) (morning, afternoon or both)

_____

Signed

APPENDIX F - NON-BINDING LETTER OF INTENT TO RETIRE

_____

Date

Superintendent of Schools
Canisteo-Greenwood Central School
Canisteo, NY 14823

Dear Sir:

I wish to inform you that I am considering retirement so that I may take advantage of the provisions of Article 16 (Retirement Incentive).

As soon as my plans are finalized, I will submit to the District a letter of resignation. Until a letter of resignation is submitted, I request that my consideration of retirement be kept confidential. Please contact me for further information.

Sincerely,

_____

Signature

APPENDIX G - SICK LEAVE BANK REQUEST FORM

_____

Date

I, _____, am a member of the Sick Leave Bank and wish to use it at this time. The estimated time off would be _____.

I am aware of the following guidelines:

1. In order to use the Sick Leave Bank, I must have used all of my allotted sick and personal days and I must be out for three (3) consecutive days.
2. Use of these sick days shall be for personal injury, illness or emergency procedure that cannot be delayed.
3. I will have to repay the days borrowed by subtracting a minimum of two (2) days per year from my future sick leave allotment. A teacher may voluntarily pay back more than two (2) days per year.
4. If I voluntarily leave the District for a purpose other than retirement before the days are paid back, I will have to pay fifty dollars ($50) per sick day back to the District.
5. If denied sick days from the Sick Leave Bank, I can appeal to the Executive Committee for a review of my application.

_____

Signed

The above person has been examined by me and is unable to return to work at this time.

_____

Signature of Doctor

OFFICE USE ONLY

_____

Actual Time Used

_____

Dates

APPENDIX H – SECONDARY TEACHER WORKLOAD

_____
Date

I, _____, agree to teach more than six (6) classes during the _____ school year. According to § 9.12 of the Canisteo-Greenwood Teachers Association's contract, I will receive a stipend in the amount of one thousand dollars ($1,000).

_____
Teacher's Signature

_____
Superintendent's Signature

Cc: Guidance Office
Principal
Superintendent

APPENDIX I – EFFECTIVE TEACHING GUIDELINES FOR ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)

Content Knowledge:

1. Teacher plans, designs, and delivers curriculum based on the New York State Learning Standards.
2. Teacher maintains up-to-date knowledge and skills in the specific content area taught.
3. Understanding of principles, methods or processes; comprehends easily.

Pedagogical Preparation:

1. Delivery of lessons includes audio, visual, and tactile modes.
2. In the lecture method, the teacher is clear, concise, and easily understood.
3. Varied teaching strategies are employed daily.
a. Example: Student presentations, individual research, cooperative learning.
4. Teacher selects appropriate instructional materials and resources for learners' success.
5. Students read, write, listen, speak, and problem solve.
6. Students use technology appropriate to their age / grade level in the same fashion, for the same purposes and to the same ability level that the real world does.

Instructional Delivery:

1. New information is connected to prior information.
2. New information is presented clearly.
3. New information is regularly assessed.
a. Examples: Tests, quizzes, observation, and questioning.
4. Ample opportunity is given to instruction, modeling and guided practice prior to the students' assessments.

Classroom Management Skills:

1. Create a physical environment that engages all students.
2. Establish an environment that promotes fairness and respect.
3. Promote social development and group responsibility.
4. Establish and maintain standards for student behavior.
5. Use instructional time effectively.

Knowledge of Student Development:

1. Teaching and assessment strategies are designed to accommodate the different human intelligences and learning styles.
   a. Linguistic – (words, verbal)
   b. Logical – (mathematical)
   c. Spatial – (pictures, images)
   d. Musical – (pictures, images)
   e. Body/kinesthetic – (movement, manipulative)
   f. Interpersonal – (social)
   g. Intrapersonal – (introspective)

2. Learning Styles
   a. Mastery (sensing-thinking)
   b. Understanding (intuitive-thinking)
   c. Self-expressive (intuitive-feeling)
   d. Interpersonal (sensing-feeling)

Student Assessment:

1. Assessments are used to determine each student's individual needs and level of independence and to support learning.
2. Assessment tasks are similar to the state assessments' tasks.
3. Students self-assess.
4. Assessment and instruction are ongoing and intertwined.
5. Assessments are used to determine student grades/progress.
6. Analytic thinking, creativity and problem solving is assessed.
7. Preliminary understanding and memory are assessed.
8. Assessments are both written and performance based.
9. Rubrics accompany performance-based assessments.

Collaborative Relationships:

1. Effective collaborative relationships are evident with co-workers, student, parents or caregivers, and support personnel.
2. Communication with families about program and student progress is done in a manner that encourages family involvement.
3. Personal and professional qualities are displayed that contribute to the well being of student, the building, the district and the profession.
4. Dependability; receptive to supervision; willing worker; follows procedures.
5. Interest; enthusiasm; willingness to accept responsibility.
6. Tactful in dealing with students, staff and public; ability to communicate with others; accepts criticism; relates well to supervisor.

Reflective and Responsive Practice:

1. Collaborate with mentor to implement and evaluate any ideas that seem plausible.
2. Attend appropriate and worthwhile staff development opportunities.
3. Maintain a professional portfolio for teachers certified in 2004 and beyond.
4. Demonstrates that adjustments are made on a continuing basis to improve the effectiveness of instructional and assessment.
5. Learns and retains new ideas and methods; uses initiative; reaches sound and logical conclusions.

Professional Responsibilities:

1. Attend and participate at meetings
2. Accuracy; thoroughness; completed work; shows care and good judgment in work preparation.
3. Meets schedules; amount of work accomplished.
4. Reports to work as assigned; arrives punctually; observes appropriate break and lunch schedules.

FORM 1

CANISTEO-GREENWOOD CENTRAL SCHOOL DISTRICT
PRE-OBSERVATION FORM

Use of the pre-observation form and conference form is a required part of the evaluation process.

Professional Staff:_____ Date of Observation:_____
Day:_____
Period:_____ or Time:_____

Class Observed:_____ Lesson/Topic:_____

Number of Students:_____

Class Setting: _____
_____

This Form Is Designed To Promote Discussion Leading To The Improvement Of Instruction. Please Answer The Following Questions And Submit It To Your Observer At The Time Of The Pre-Conference.

1. **Objective**
   (What do you hope to achieve?)

2. **Activities/Strategies/Materials**
   (How are you going to do it?)

3. **Evaluation**
   (How are you going to know if the students have learned?)

4. **Observer's Focus**
(Are there particular areas that you want monitored?)

5. **Special Awareness Needed by Observer**
(What special characteristics of the students should be noted?)

6. **Collaborative Relationship**
(How do you communicate with co-workers, students, parents or caregivers?)

7. **Reflective and Responsive Practice**
(How are you adjusting to improve your effectiveness?)

8. **Professional Responsibilities**
(How are you meeting your professional responsibilities?)

FORM 2

CANISTEO-GREENWOOD CENTRAL SCHOOL DISTRICT
PROFESSIONAL OBSERVATION FORM

Professional Staff:_____ Date of Observation:_____

Class Observed:_____ Lesson/Topic:_____

A Copy Of This Observation Report Will Be Provided To The Teacher At Least One Day In Advance Of The Teacher/Observer Conference.

1. **Content Knowledge**

2. **Pedagogical Preparation**

3. **Instruction Delivery**

4. **Classroom Management Skills**

5. **Knowledge of Student Development**

6. **Student Assessment**

7. **Collaborative Relationships**

8. **Reflective and Responsive Practice**

9. **Professional Responsibilities**

_____ Your professional performance has met or exceeded District standards.

_____ Your professional performance did not meet District standard. (The teacher improvement plan must be completed.)

10. **Summary of Strengths and Suggestions for Growth**

OBSERVER'S CERTIFICATION:

SIGNATURE DATE

PROFESSIONAL STAFF ACKNOWLEDGMENT:
I hereby certify that the above-named observer discussed this observation report with me and provided me with a copy of the report.

SIGNATURE DATE

FORM 3

CANISTEO-GREENWOOD CENTRAL SCHOOL DISTRICT
PROFESSIONAL IMPROVEMENT PLAN

This Form Must Be Completed For Professional Staff Whose Professional Observation Did Not Meet The District Standards.

Professional Staff:_____ Date of Observation:_____

Date of Conference:_____

1. Which observation criteria were marked unsatisfactory?

2. How will these areas be improved?

   a. What supports available?

   b. What are the time lines?

3. What is the evidence of improvement?

OBSERVER'S CERTIFICATION:

_____ _____
SIGNATURE DATE

PROFESSIONAL STAFF ACKNOWLEDGMENT:
I hereby certify that the above-named observer discussed this observation report with me and provided me with a copy of the report.

_____ _____
SIGNATURE DATE

FORM 4

CANISTEO-GREENWOOD CENTRAL SCHOOL
ANNUAL PROFESSIONAL DEVELOPMENT GOAL CONFERENCE
TEACHER'S PROFESSIONAL GROWTH PLAN

Name:_____ Building:_____

Date:_____ Position:_____

Annual Professional Development Goals provide an opportunity for teachers and immediate supervisors to focus on areas of professional development. In cooperation with the immediate supervisor, each teacher will develop two or more goals. These goals are derived from the Guidelines for Effective Teaching document. Goals will be established by October 1st of each school year.

I. Annual Professional Development Goals: (Performance indicators should be based on the Guidelines for Effective Teaching document, be specific, realistic, manageable, and measurable.)

A.

B.

II. Teacher's Professional Growth Plan: (manner, condition or extent to attain goal, including means, methods, activities, processes, materials, and personnel by which specific objectives will be achieved.)

III. Annual Professional Development Goals Conference.

Teacher's Comments: Were the goals met? What are the indicators?

Immediate Supervisor's Comments: Were the goals met? What are the indicators?

Date of Conference:_____

Evaluator's Signature:_____ Date:_____

I have read this document and understand that it is being placed in my personnel file. My signature does not indicate agreement with the contents of this document.

Teacher's Signature:_____ Date:_____

APPENDIX J - GRIEVANCE FORM

The following grievance is submitted in accordance with the current agreement between the Canisteo-Greenwood Central School District and the Canisteo-Greenwood Teachers Association.

1. Aggrieved party: _____

2. Position: _____

3. Nature of grievance: _____

_____

_____

4. Time and date grievance occurred: _____

5. Place where the alleged events or conditions constituting the grievance existed: _____

_____

6. If known, the identity of the person or persons responsible for causing such events or conditions:

_____

7. General statement of the grievance: _____

_____

_____

8. Redress desired: _____

_____

_____

9. _____ _____
Date Signature of Aggrieved Party

---

10. Disposition of grievance: _____

_____

_____

11. _____ _____
Date Signature Board of Education Representative

Additional pages and supporting documents may be attached.

_____

Copies to