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*Agreement*

*Between*

***Phoenix Central School District***

*and the*

***Phoenix Central School  
Teachers' Association***

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MAR 07 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

***July 1, 2006 - June 30, 2008***



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**PREAMBLE**

This Agreement entered into this 28<sup>th</sup> day of Sept. 07 by and between the Superintendent of Schools of the PHOENIX CENTRAL SCHOOL DISTRICT, hereinafter called the "Superintendent" and the PHOENIX CENTRAL SCHOOL TEACHERS' ASSOCIATION, hereinafter called the "Association."

**WITNESSETH**

WHEREAS, the Superintendent and the Association recognize and declare that providing a quality education for the children of the Phoenix Central School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching services and

Recognizing that the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve education standards and

Acknowledging that the Superintendent has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967 - Public Employees Fair Employment Act), to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, for the term of this agreement and

The parties have reached certain understandings which they desire to confirm in this Agreement, the Superintendent agrees to the following:

Within two weeks of its execution, copies of this Agreement shall be printed at the expense of the District and distributed to all teachers now employed by the District. Teachers hereafter employed by the District shall be given copies of the Agreement at the time of employment.

## ARTICLE I

### Recognition

The Board recognizes the Association as the exclusive negotiating agent for the unit composed of all professional, certificated personnel including part-time personnel, social workers, teaching assistants, registered school nurses, and long term substitute teachers who are employed in one position for twenty or more consecutive days, for the maximum period provided by law. Excluded from the unit are the Chief Executive Officer, Administrators, and teaching aides.

Part-time personnel (half-time or more) shall be entitled to all the rights and benefits of this Agreement except that their salaries shall be prorate to the time worked. The health and dental benefits for those employees shall be prorated at the same proration as salary - i.e., .50 salaried teachers will have health and dental benefits prorated at 50%, .75 salaried teachers at 75%, etc.

Social workers shall be entitled to all of the rights and benefits of this Agreement except as specifically amended herein. The work day, work year and compensation of social workers shall be equal in all respects to that of guidance counselors. An exception to the workday shall be that social workers shall have a workday of eight (8) continuous hours of employment scheduled at the direction of the Director of Pupil Personnel Services/Special Education.

Long-term substitute teachers shall be entitled to all of the rights and benefits of this Agreement except as specifically amended herein.

#### Long Term Substitute Teachers:

A. Shall refer to a teacher who has formally received an appointment for a specified time by the Board of Education recorded in the minutes of the Board of Education.

OR

- B. 1. Shall refer to a substitute teacher who is employed in one position for twenty or more consecutive days and continuing until relieved of service by the building principal.
2. In the event that the teacher being replaced indicates in writing that his/her absence will be 60 or more working days, a substitute teacher will be recommended for an appointment by the Board of Education for a specified period of time.

Substitutes (A) and (B.2.) will be eligible for all benefits (full or pro rata) and terms and conditions of the PCSTA bargaining unit in addition to salary, retroactive to the first day of employment.

Long term substitutes (A) and (B) would be paid a prorated salary rate based on Step 1 BS/BA (MS/MA) of the current bargaining agreement in effect, retroactive to the first day of employment.

Substitutes (B.1.) will not be eligible for the benefits and terms and conditions of PCSTA bargaining unit Articles IX and XIV unless and until a Board of Education appointment is made. Benefits for substitutes (B.1.) shall be retroactive to the first day of employment.

Substitute teachers, substituting for regular part-time teachers, shall also be included in Recognition Clause and the sections above relating to Long Term Substitute Teachers. Itinerant (per diem) substitute teachers who are employed on a rotating basis (less than 20 consecutive days in the same assignment) are not part of the recognition clause or covered by this agreement.

## **ARTICLE II**

### **Negotiation Procedures**

Negotiations shall be conducted with the Association pursuant to the provisions of the Taylor Act for the unit, which has been recognized under the by-laws of the District.

## **ARTICLE III**

### **Grievance Procedure**

#### **Section I - Declaration of Purpose**

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

## **Section II - Definitions**

- 2.1 **Grievance** is a claim by a teacher or group of teachers in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations, having the force of law, this agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and administration.
- 2.2 The term **Supervisor** shall mean any department chairman, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.
- 2.3 The **Chief Officer** is the Superintendent of Schools.
- 2.4 **Association** shall mean Phoenix Central School Teachers' Association.
- 2.5 **Aggrieved Party** shall mean any person or group of persons in the negotiation unit filing grievance.
- 2.6 **Grievance Committee** is the committee created and constituted by the Phoenix Central School Teachers' Association.
- 2.7 **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage in grievance hereunder.

## **Section III - Procedures**

- 3.1 Written 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 grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for informal decisions at Stage 1A, all decisions beyond this step (1A), shall be rendered in writing, setting forth the findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted in writing to the teacher and the Association.

- 3.3 If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association according to the established order.
- 3.4 The Board of Education and the Association agree to facilitate any investigation which may be required to make available to the appropriate hearing officer all information pertinent to the alleged grievance.
- 3.5 Except as otherwise provided in Article 5.1A and 4.1B, an aggrieved party shall have the right to all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call 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.
- 3.6 No interference, coercion, restraint, discrimination, or reprisal of any kind, will be taken by any party to the grievance procedure.
- 3.7 Forms for filing grievances, serving notices, making appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 3.8 If any provision of this grievance procedure or any application thereof to any teacher, or group of teachers in the negotiating unit, shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.9 The Chief Executive Officer shall be responsible for accumulating and maintaining an official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of the testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2, 3, and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two days after the conclusion of hearings at Stage 2, 3, and 4. The appropriate hearing officer should be advised of any errors in said minutes. Any such claims of errors in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee and the Board, but shall not be deemed a public record.

#### **Section IV - Time Limits**

- 4.1 The time limits specified for either party may be extended only by mutual agreement.
- 4.2 A written grievance will be deemed waived unless forwarded at the first available stage within sixty (60) calendar days after the teacher knew or should have known of the act or condition on which the grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.4 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.
- 4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is possible.

#### **Section V - Stages**

- 5.1 Stage 1: Supervisor
  - 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, but will not consider any material or statements offered by, or on behalf of, any such party in interest with whom consultation has been had without the aggrieved party and/or his representative present.
  - b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within ten (10) school days 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, his representative and the Association.
  - c. A teacher not wishing to be represented by the Association is free to follow grievance procedure without involvement by the Association.

## 5.2 Stage 2: Chief Executive Officer

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee (see Section 5.1c) determines that the teacher has a meritorious grievance, then, it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within twenty (20) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within a reasonable period of time, not to exceed ten (10) school days, after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.
- d. The Chief Executive Officer shall render a decision in writing to the teacher, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing. In cases involving a suspension from duty, with or without loss of pay, the Superintendent's decision shall be rendered within five (5) days.

## 5.3 Stage 3: Arbitration or School Board

### A. General Provisions

1. Grievances which are claimed violations of the Agreement are the only grievances that can be processed through the following arbitration stage.
2. If the teacher and/or Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school district, it may submit the grievance to arbitration by written notice to the Superintendent within fifteen (15) calendar days of the decision at Stage 2.
3. Within five (5) calendar days after such written notice of submission to arbitration, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

4. The arbitrator selected shall hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusion on the issues submitted.
5. The cost of the services of the arbitrator, including expenses if any, will be borne equally by the Board of Education and P.C.S.T.A.
6. The arbitrator's authority shall be to interpret and apply the language of the Agreement. The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement, nor to imply any obligation which is not specifically set forth in this Agreement.
7. Any settlement between the Board of Education and the P.C.S.T.A. at any stage of the grievance procedure shall be binding on the Board of Education, the P.C.S.T.A., and the aggrieved employee (s).

B. Advisory Arbitration and School Board

1. For those articles in subsection C, following, the award of the arbitrator shall be advisory only. The parties agree to give good faith consideration to the recommendation of the arbitrator. In the event that either of the parties fails to accept the award of the arbitrator, then either party shall be free to pursue any remedy available under law.
2. The Association may choose not to pursue advisory arbitration and may request that the superintendent's recommendation be submitted to the Board for review.
3. Within ten (10) school days after the Board receives the Arbitrator's Advisory Award or the Superintendent's recommendation, the Board shall hold an executive hearing to consider the award or the recommendation. Within ten (10) days of that hearing, the Board shall issue its decision on the grievance.

**Article III, Section V, 5.3 (continued)**

**C. Binding Arbitration**

An arbitrator's award shall be final and binding on the Board and the P.C.S.T.A., except for the Articles excluded below:

Article VI, B.1, 2, 3, 4 (Salary placement for newly hired teachers.)

Article VIII, A.; B.; C.1, 4, 5, 6; D. (Professional improvement, conferences, visiting days, some aspects of in-service and curriculum projects.)

Article XI, A. 1, 2, 3 (Teacher assignments.)

Article XII, B.1.a; B.2.a; D. (Certain aspects of class load and class size and I.E.P.'s.)

Article XIV, B. and I. (Sick leave bank and discretionary leave.)

Article XVI (Orientation Programs and Teachers' Responsibilities and Obligations.)

Three Forms at the back of the contract (Teacher Evaluation, Extra Pay Evaluation, and Grievance.)

**ARTICLE IV**

**Teachers' Rights**

- A. In accordance with the law of the United States and the State of New York and established practices of the Board of Education and the Phoenix Central School Teachers Association, there shall be no discrimination against any teacher because of race, creed, color, national origin, age, sex, marital status, or membership or participation in the activities of the Phoenix Central School Teachers' Association or other professional organizations.
- B. Teachers shall be entitled to full rights of citizenship and the exercise of such rights shall not be grounds for any disciplinary action or discrimination against a teacher.
- C. Teachers shall have the right to exercise professional judgment in selecting and presenting educational material to a class provided said material is within the policies and guidelines of the curriculum as established by the Board of Education.

- D. All disciplinary interviews or reprimands by supervisors or school administrators will be conducted in private.
- E. Official teacher files shall be maintained under the following conditions:
  - 1. No material derogatory to a teacher's conduct, service, character or personality, (excluding references and information obtained in the process of evaluating the teacher for employment) shall be placed in the files unless the teacher has been given the opportunity to read the material. The teacher shall acknowledge that he/she has read such material by placing his signature on the copy to be filed, with the understanding that such signature does not necessarily indicate agreement with the content but merely signifies that he has read the material.
  - 2. The teacher shall have the right to answer any material filed. His/her answer shall be reviewed by the Superintendent and attached to the file copy.
  - 3. The teacher shall be given, upon his request, complete access to his/her file, (excluding reference information obtained in the process of evaluating the teacher for employment and confidential letters of recommendation to other school systems).
- F. Terminal Interview
  - 1. Any employee terminating his/her employment for any reason, may, if so desired, obtain a final interview with the building principal or Superintendent.
  - 2. All forms and information available to the school district applicable to termination of employment will be available during the terminal interview.
- G. When the building principal deems it feasible, he/she will utilize the talent and training of the individual members of the instructional staff in the study of proposed programs, staffing, and curriculum planning.

## **ARTICLE V**

### **Association Rights**

- A. The Phoenix Central School Teachers' Association, for the period of its recognition as the representative unit, shall have the right to use designated areas of school buildings for business meetings of the organization. The use of these areas to be arranged with the building principal in advance.

- B. In the performance of its functions, the Association has the right to use Faculty Room bulletin boards, inter-school mail service, and teacher mailboxes.
- C. No teacher shall engage in Association activities during the time he is assigned to actual teaching duties.
- D. Officers and members may be granted leave by the Board of Education, on the recommendation of the Superintendent, to attend professional meetings. If this permission is granted, there will be no loss of personal leave days.
- E. The school district authorizes the P.C.S.T.A. to have a telephone installed, on a direct line, in the Faculty Room in the building in which the Association President teaches. The cost of the installation of the direct telephone will be paid for directly by the P.C.S.T.A.
- F. Every effort will be made to provide the P.C.S.T.A. with available figures used by the Board of Education in arriving at their position in regard to financial matters in the contract.
- G. Payroll deduction for Association dues

Regular Association dues for the Phoenix Central School Teachers' Association shall be deducted from each member's pay as per the procedures in effect during the 1987-88 school year or as per procedures mutually determined by the Phoenix Central School Teachers' Association Treasurer and the Assistant Superintendent for Business. The District further agrees to provide a payroll deduction option for association dues of deductions throughout the school year or in the first ten (10) paychecks of the school year as long as the local district NYSUT treasurer provides a list to the district indicating the preferred option, as soon after September 1 of the school year as possible.

H. Agency Fee

The District shall deduct from the salary of each bargaining unit member who is not a member of the Association, a bi-weekly service fee as a contribution toward the administration of this agreement and the representation for such employee. The service charge, which shall be payable and forwarded to the Association, shall be an amount equal to the Association's regular bi-weekly dues.

- I. The District shall provide fifteen (15) days per school year to the Association President or his/her designee for Association activities. Additional days may be approved at the discretion of the Superintendent. These additional days will not be subject to the grievance procedure, if denied.

## ARTICLE VI

### Salary

- A. The salary program of this section applies to all members of the "Instructional Negotiating Unit."
- B. When employing new staff, the Superintendent shall recommend to the Board for approval the placing of said staff member on the appropriate step of the salary schedule based upon the following criteria:
  - 1. Degree and/or advanced study status.
  - 2. Appropriate credit for past experience.
  - 3. Experience in related fields of endeavor.
  - 4. Military service, with maximum credit of two years.
- C. Guidance counselors' and social workers' regular salary will be based on the teachers' salary schedule plus one-tenth additional for the eleventh month of service.  
  
In addition, a guidance counselor and social worker will receive a differential of \$128.04 per month for each month of service in 2006-2007 and \$133.04 for 2007-2008.
- D. Staff members with a ten month salary notice shall be employed and entitled to salary for the school year extending from September 1 to June 30.
- E. Staff members on 11 month schedule shall be employed and entitled to salary for the school year extending from September 1 to June 30 plus the equivalent of one additional month.
- F. Teachers on leave of absence without pay shall be carried on the payroll at the salary step at the start of the leave. They will receive a step increment at the commencement of the school year following said leave.
- G. Salaries for summer employment shall be determined in accordance with Statutes and the Commissioner of Education's Rules and Regulations.
- H. Homebound Instruction, Teachers of Staff Development Courses, Teachers of In-service Courses, and student supervision shall be at the rate of \$33.09 per hour in 2006-2007 and \$34.38 per hour in 2007-2008.
- I. Staff Development work itself shall be at the rate of \$24.82 per hour in 2006-2007 and \$25.79 per hour in 2007-2008.
- J. Extra Pay Positions (See attached schedule).

### **Determination of Salary Schedule:**

1. All salary schedules will be structured to include an increase of 3.8% inclusive of step for the 2006-2007 school year and an increase of 3.9% inclusive of step for the 2007-2008 school year on the BS/BA column. The formula that includes the credit hour and the degree stipend will be carried through the schedule to the nearest dollar on each cell in the schedule. The BS Step 1 cell for the 2006-07 school year will be \$700 less than the BS Step 2 cell for 2006-07. The BS Step 1 cell for the 2007-08 school year will be \$700 less than the BS Step 2 cell for 2007-08.
2. There shall be forty (40) salary steps included in the salary schedule for 2006-2007 and 2007-2008.
3. Additional graduate hours for credit shall be approved by the Chief Executive Officer of the school district and shall be compensated by the hour with compensation for each additional hour earned to begin with the first salary payment in September for hours earned during the second semester (February-June) or the summer (July-August) of that year and compensated for hours earned during the first semester (September-January) to begin with the first salary payment in February.
  - a. For eleven (11) month teachers, additional hours earned in the second semester shall receive compensation beginning with the first salary payment in July of that year.

Additional hours credit shall be properly claimed at least two weeks previous to the first payday and verified within thirty (30) days following completion of this course.
4. Compensation for each hour on the Bachelor's degree schedule shall be \$69.46 per hour in 2006-2007 and \$72.17 per hour in 2007-2008. Compensation shall be computed at an annual rate.
5. Compensation for each hour on the Master's degree schedule shall be \$69.46 per hour in 2006-07 and \$72.17 per hour in 2007-08. Compensation shall be computed at an annual rate.
6. Bargaining unit members earning a Masters Degree after September 1, 1980 shall be compensated for each prior approved graduate credit hour earned beyond the Bachelor's Degree. The Master's Degree stipend of \$1,309 in 2006-07 and \$1,360 in 2007-08 shall then be added to the step and graduate credit hour salary figure to provide the bargaining unit member's base salary.
7. Each eleven-month employee shall receive the salary as determined above plus ten percent (10%) of this salary for the eleventh month of service.

8. Teachers will have the opportunity to select a salary payment plan, which will consist of:
- i. 21 payments
  - ii. 26 payments with 10 months
  - iii. 26 payments with 12 months
- a. Teachers will have the opportunity to select a ten (10) month salary plan (21 payments), or a twelve (12) month salary plan (26 payments), payable throughout the calendar year with the vacation period salary checks mailed to the teacher's homes. This twelve (12) month salary payment (26 payments) option will also include the lump sum payment option on the last payday in June.
- b. Twenty-six (26) payment plan will coincide with the twelve (12) month employee's pay schedule determined by the district.
- c. Once these options are made they will continue in effect for the fiscal year without change.
- d. Regardless of the payment plan selected, the District shall provide each teacher with his/her first complete paycheck no later than the second Friday worked in September. For those teachers selecting a salary payment option that will be payable within the 10 month school year, their last complete paycheck shall be paid no later than the last day of actual employment in the school year.

9. Longevity:

Longevity steps shall be paid after the appropriate number of years of service in the district as listed below:

	<u>2006-07</u>	<u>2007-08</u>
After 10 yrs.	\$727	\$755
After 15 yrs.	\$351	\$365
After 20 yrs.	\$765	\$795
After 25 yrs.	\$351	\$365
After 30 yrs.	\$591	\$614

(Approved unpaid leave does not result in the individual forsaking their previous accumulated service toward the number of years required for longevity step, but the time spent on an unpaid leave does not add to the previous accumulated service. Paid sabbatical leaves do not interrupt the accumulation of service.)

10. New teachers employed and placed on the payroll on or before the beginning of the second semester in any given school year will be advanced to the next step of the salary schedule at the beginning of the following school year. Those teachers placed on the payroll after the beginning of the second semester will remain on the same step the following school year.
11. Salary computation if teacher serves less than ten (10) months:
  - A. Salary for a calendar month:
    1. Salary for a calendar month will be 1/10th the annual salary rate in effect at that time including credit for graduate course hours approved as of the date of last day worked.
    2. A calendar month containing more than twenty (20) workdays will be treated as a full month if the teacher works or is on approved absence for at least twenty (20) days in the month.
    3. The teacher is obligated and is expected to teach all scheduled days in the month, however.

## **ARTICLE VII**

### **Teacher Evaluation**

- A. The stated Board Policy on the evaluation of professional staff members will be based on the following considerations:
  1. The purpose of teacher evaluation is to obtain the improvement of instruction and to encourage the growth of professional attitude and responsibility on the part of the faculty member. The most vital part of the procedure is the sharing of ideas for the teacher's improvement and success. This mutual interchange of ideas results in benefits to teachers and pupils.
  2. If a teacher is not performing satisfactorily, he or she should be given assistance by supervisors and principals to help improve his or her teaching.
  3. The impetus for correcting and alleviating teachers' weaknesses will be a responsibility of both the teacher and administrator. A teacher in his or her pre-

tenure years in the district will be periodically evaluated and such weaknesses as he or she may have will be thoroughly discussed with him or her by the evaluator. At the end of each subsequent year, the likelihood of his or her being retained will be discussed with him or her. If such is the case, continuation into the last year of probation will occur with the thorough knowledge of his or her weaknesses and the progress of improvement expected before tenure will be considered.

4. Teachers shall be evaluated by personnel qualified by training and experience to do so.
5. All tenured teachers shall participate in one of the three evaluation options in the formal processes for professional staff evaluation specified on pages 17 - 37 of this Agreement.
6. All probationary teachers shall be visited for the purpose of written evaluation at least twice during the year, once on or before each of the following dates: November 15 and April 1.
7. The approved district evaluation forms will be signed by both the evaluator and the teacher. The teacher's signature on the forms shall not necessarily constitute agreement with the evaluation.
8. When the administration makes any changes in the format of the evaluation form, they will contact the Executive Board of the P.C.S.T.A. to review the proposed changes and discuss the rationale behind said changes.
9. Committee membership will not be used as criteria in evaluation. All teacher committees will be on a voluntary basis.
10. Each observation for the purpose of formal written evaluation will be followed within two weeks by a conference with the evaluator. This conference, which should be conducted in a spirit of friendly cooperation, is the most important step of the evaluation procedure. If it is slighted by the evaluator, or taken lightly or defensively by the teacher, the most hopeful part of the evaluation procedure will be lost. This point cannot be over emphasized.
11. The formal processes for professional staff evaluation are specified on pages 17 - 37 of this Agreement.

- B. After the formal evaluation of a coach or extracurricular activity advisor (visit and conferencing) to be completed prior to the conclusion of the activity/sport, the coach/advisor shall sign the composite form (completed within three weeks after the activity has ended) to indicate he or she has seen it. The signature in no way is to be construed as concurrence or approval with the contents of the evaluation. One copy of the composite shall remain in the evaluator's file, the second copy shall be forwarded to the Superintendent of Schools to be placed in a folder separate from the official teachers files, and the third copy will be given to the coach/advisor.

The impetus for correcting and alleviating coaches'/advisors' weaknesses will be a responsibility of both the coach/advisor and the administrator. A coach/advisor will be seasonally evaluated and such weaknesses as he or she may have will be placed in writing and thoroughly discussed with him or her by the evaluator. Prior to the termination of any coach/advisor, the District shall provide sufficient opportunity to correct such identified deficiency(ies), except in cases violating relevant State Law and or Commissioner of Education's regulations.

### **Formal Procedures for Teacher Evaluation**

#### **I. Definition of the Evaluative Criteria**

All professional staff members will be informed of the criteria on which their teaching is being evaluated at the beginning of the year. The following should be helpful in understanding the criteria of evaluation.

##### **1. In the Classroom**

###### **A. Knowledge of Subject Matter**

To be of maximum effectiveness, a teacher must have a broad and comprehensive knowledge of his or her subject. He or she should always know far more about his or her subject than he or she requires his or her students to know. Teaching skill alone will not make a strong teacher if there is a weakness in preparation and subject matter background. Thus, it behooves the good teacher, not only to be aware of deficiencies in subject matter, but also to take corrective measures.

## B. Teaching Skills

### 1. Meeting Special Needs and Abilities

The teacher will evidence a strong interest in both the individual and the group. To this end, he or she will make use of all available sources of information, including interviews with parents, special personnel and the administrative staff. Every attempt will be made to understand those forces which impede or enhance the educative process of the individual. The teacher's goal will be for each child to achieve his or her maximum growth in desirable skills, traits, knowledge and planning for a future of self-directed action.

### 2. Variety and Appropriateness of Materials

The teacher will use a variety of appropriate teaching aides such as charts, pictures, films, textbooks, maps, chalkboards, and recordings, including student and/or teacher-made materials. The degree of skills with which these materials are used to provide meaningful learning experiences in accordance with the curriculum and needs of the student is considered a criterion of good teaching.

### 3. Pupil Participation

The teacher is constantly trying and evaluating new methods, new approaches and new materials. He or she assumes that the best way to teach has not been developed yet. He or she accepts and encourages, rather than criticizes student ideas; he or she talks less; and he or she encourages student-initiated ideas. He or she makes learning exciting and tries to close the gap between teaching and learning. His or her students will be encouraged to think creatively, to invest, to explore and to discover. There will be more stress on the inductive and the deductive process.

### 4. Classroom Atmosphere

The teacher is aware that an excellent working relationship with the pupils is fundamental to all good teaching. The basic elements on which the relationship grows are a genuine liking for children and young

people, a belief in their capacities for growth and sympathetic understanding of their ways and needs. The end to be desired is the development between the teacher and the pupils of a feeling of mutual and friendly respect. It is in such an atmosphere that learning is nourished and real satisfaction results for both pupil and teacher.

## 5. Planning and Organization

Careful pre-planning, which includes long-range as well as immediate objectives and procedures, is essential. The teacher should utilize consultant and administrative help in the preparation of subject matter and organization of his or her teaching procedures. The effective planner is not content with a minimum of daily schedule for assignments, but is constantly exploring and experimenting in an effort to improve the instructional organization of his or her classroom.

## 6. Classroom Control

Classroom control is evident when pupils clearly respect the role of the teacher. Most school people agree that little learning occurs where this is no order. Control is in force when no individual's rights are being infringed upon by other individuals. The best discipline is self-discipline, but self-discipline is not likely to occur without teacher direction.

## 2. In The School

### A. Professional Characteristics

1. A spirit of mutual respect and friendliness is most desirable among all members of the staff.
2. Recognition and Acceptance of Out-of-Class Responsibilities  
A teacher should consider him- or herself a part of a larger unit than his or her own classroom. He or she should do his or her share in working for the general betterment of the school. This would include taking an interest in extra-curricular activities of the pupils, assuming responsibility when emergencies occur anywhere in the building and full participation in parent-oriented activities.
3. Professional Ethics  
The teacher should be loyal to all members of the staff and conduct him- or herself at all times in a professional manner.

4. Professional Growth

This is evidenced when there is growth in subject matter knowledge, teaching skill and insight into educational problems. Receptiveness to constructive criticism and appreciation of the role of the school in serving the community are also important factors in professional growth.

B. Personal Characteristics

1. Professional Enthusiasm - indicates a state of well being enabling the teacher to perform his or her duties to the maximum of his or her ability.
2. Effective Communication - includes enunciation, pronunciation, voice quality, volume and variety of tone. It also includes the correct use of both written and oral ability to speak on the level of the class comprehension.
3. Dependability and Punctuality - is evident when the teacher performs his or her assigned tasks without being constantly checked or reminded. This includes the making of reports and the keeping of records. It includes a conscientious attitude toward all aspects of his or her position.

II. Process for Non-Tenured Teachers

The focus of the process for non-tenured teachers is to provide an opportunity for teachers to increase the effectiveness of their classroom techniques, improve their instruction, and enhance their personal and professional growth. It is also an opportunity to provide a process for administrators to determine tenure in an environment that encourages mutual trust and respect.

**Process Steps:**

1. By October 1, all non-tenured teachers will meet with their assigned administrator to mutually determine areas of growth or improvement. This determination may be made through reflection, self-analysis, and/or previous observations and evaluations and will be based upon administrative- and teacher-developed criteria.
2. By October 15, an implementation plan, mutually developed by the teacher and the assigned administrator, will be written. The plan will consist of:
  - a. a few specific goals and objectives to address selected areas of growth or improvement, including evaluation criteria.
  - b. strategies to be employed to reach the goals and objectives.

- c. support to be provided by the administrator, and assignment of a mentor may be made at this time if requested by either the teacher or the administrator.
  - d. a time line for at least two (2) scheduled observations to be made on or before each of the following dates: November 15 and April 1.
  - e. dates for post-conferences, no later than two (2) weeks after each scheduled observation.
3. The post conference will provide the opportunity for the administrator to advise, actively listen, provide support and assistance, or problem solve with the teacher relevant to the goals and objectives identified, and the data gathered in the observations. The conference will emphasize mutual trust and respect and will focus on growth. A short summary will be written on the observation form indicating the direction of the plan for the remainder of the year. This may include additions, deletions, or adjustments to the plan. Additional observations and post conferences may be scheduled at this time.
4. A summative evaluation is to be completed by the administrator by June 1. The evaluation will be based upon the level of success that the teacher has achieved in accomplishing the identified goals and objectives in his or her implementation plan and will include comments by both the teacher and administrator. Both the teacher and administrator must meet to discuss and sign the summative evaluation before the end of the school year.

### Implementation Plan (Non-Tenured Staff)

Teacher: \_\_\_\_\_ Administrator: \_\_\_\_\_ Date of Plan: \_\_\_\_\_

Area of Growth/Improvement	Objectives	Strategies	Evaluation

First Observation Date: \_\_\_\_\_ Post Conference Date: \_\_\_\_\_ Second Observation Date: \_\_\_\_\_ Post Conference Date: \_\_\_\_\_

Comments:

## **Observation Form (Non-Tenured Staff)**

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

Date of Observation: \_\_\_\_\_ Observer: \_\_\_\_\_

Administrator's Comments:

Successful behaviors or strategies to continue:

Other Comments:

Direction of plan: (To be completed during post-conference.)

## Summary Evaluation (Non-Tenured Staff)

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

Date of Report: \_\_\_\_\_

Evaluator's comments:

Teacher's comments:

Teacher's Signature:\* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date \_\_\_\_\_

\* My signature attests only that I have read and understood the contents of the above evaluation.

### III. Process for Tenured Teachers

The focus of the process for tenured teachers is to provide opportunities for continuous growth in an environment that encourages collaboration among colleagues and is based upon mutual trust, respect, and personal and professional judgment.

#### Process Steps:

1. By October 15, tenured teachers will meet with an assigned administrator to choose one of three options for evaluation purposes:
  - A. traditional evaluation process
  - B. cooperative evaluation process
  - C. self-directed evaluation process

Teachers selecting the cooperative or self-directed evaluation processes will take part in the formal evaluation process every other year.

2. A. If the choice is the traditional process, the following steps will be followed after the initial step:
  1. By October 15 the assigned administrator will make contact with the tenured teacher to establish a schedule for the evaluation and to mutually determine if there is a need for a pre-conference.
  2. There will be only one required observation, but there may be more than one if it is so desired by either the administrator or the teacher.
  3. The purpose of the observation(s) shall be to determine if the staff member is meeting the criteria for acceptable teaching, as outlined elsewhere in this document under *Definition of the Evaluative Criteria*.
  4. A post conference will follow an observation within two weeks. The post conference will provide the opportunity for the administrator and teacher to discuss the observation.
  5. Within one week following the post conference, the administrator will submit the formal, written evaluation to the teacher. This may be accompanied by a conference if either party wishes.
- B. If the choice is the cooperative evaluation process, the following steps will be followed after the initial step:

1. By November 15, all teachers will have developed a plan for improving instruction and/or professional growth with a colleague(s) and will have submitted the plan to their administrator. The plan will consist of:
  - a. identification of colleague(s) with whom they will be working.
  - b. specific goal(s) and objective(s), including evaluation.
  - c. strategies to be employed to reach the goal(s) and objective(s).
2. A scheduled meeting between colleagues midway through the plan's implementation to discuss the progress of the plan and/or make adjustments to the plan. A mutually written review of this meeting to be submitted to the administrator within one week of their meeting.
3. A post conference meeting between colleagues one week after the plan's ending date (no later than May 15) to mutually write a summary of the plan. The summary will discuss the success that the teachers have achieved in accomplishing the identified goals and objectives. This summary is to be submitted to the administrator no later than two weeks after the ending date of the plan. The administrator or teachers may request, at this time, a meeting to discuss the summary. The administrator may also include written comments on the summary.

Suggestions for the cooperative process would include, but not be limited to:

- exchange of classes
- peer coaching/observations
- interdisciplinary lessons
- planning and presenting a workshop on a current teaching technique

C. If the choice is the self-directed process, the following steps will be followed after the initial step:

1. By November 15, all teachers will have independently developed a plan for improving instruction and/or professional growth and will have submitted the plan to their administrator. The plan will consist of:
  - a. specific goal(s) and objective(s), including evaluation.
  - b. strategies to be employed to reach the goal(s) and objective(s).

2. A review of the plan written by the teacher and submitted to the administrator midway throughout the plan. Any additions, deletions, or adjustments may be made to the plan at this time. The administrator may request a meeting to discuss the review.
3. A summary, focusing on the level of success achieved in accomplishing the identified goals and objectives in the plan, will be written by the teacher and submitted to the administrator no later than two weeks after the ending date of the plan. The administrator or teacher may, at this time, request a meeting to discuss the summary. The administrator may also include written comments on the summary.

Suggestions for the self-directed process would include, but not be limited to:

- literature search and written report on selected topic
- graduate course work
- published articles
- portfolio development

## **Implementation Plan (Tenured Staff)**

Teacher's Name: \_\_\_\_\_  Cooperative  Self-Directed

Name(s) of Colleague(s) (if choosing cooperative plan): \_\_\_\_\_

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Goal(s) of plan:

Objectives and/or strategies:

Evaluation:

Administrator's Comments:

## Summary Report (Tenured Staff)

Teacher(s) Submitting Report:

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Date of Report: \_\_\_\_\_

Write a summary report describing your success in accomplishing the identified goals and objectives in your plan.

Administrator's Comments:

Teacher's Signature:\* \_\_\_\_\_ Date \_\_\_\_\_

Administrator's Signature: \_\_\_\_\_ Date \_\_\_\_\_

\* My signature attests only that I have read and understood the contents of the above evaluation.

#### **IV. Supportive Supervision Process**

The focus of the supportive supervision process is to provide intensive support and remediation to any teacher identified as having serious problems in the classroom. The supportive supervision process may be initiated by either an administrator or the staff member. Using a collaborative process, the teacher and administrator will mutually determine specific skills for remediation.

The supportive supervision process will be a two-tiered process. The primary and initial focus of this process will be on growth. The first level will consist of a series of observations and feedback for a period of three (3) months. During this time, the administrator's main focus will be on correction. Data collected at this time will not be used to deny tenure or make a recommendation for dismissal. Should improvement not be noted during this time, the process may move to the next level. At this time, observations and feedback may lead to a recommendation for dismissal or denial of tenure.

##### **Process Steps:**

1. Upon identification of a need for remediation, a letter outlining the supervisor's concerns will be sent to the teacher indicating the need to initiate the supportive supervision process.
2. Within two (2) weeks, the teacher and the assigned administrator will meet to mutually determine the specific skills in need of remediation and the order in which they will be addressed. At this time, criteria that will be used for assessment will be determined. Remediation will proceed on one skill at a time.
3. An implementation plan will also be developed at that time and will include:
  - a. specific skills to be exhibited during observations.
  - b. specific strategies to address development of each skill (this might include the assignment of a mentor or departmental team for support, readings, observations of peers, etc.).
  - c. scheduled observations every two weeks.
4. Post conferences should occur immediately following each observation to advise, actively listen and provide support and assistance, or problem-solve relevant to the skill being addressed and the data gathered during the observation. At this time the determination will be made to continue remediation of the same skill or move to the next skill.

5. At the end of the three-month period, a summative evaluation, in narrative form, will be written and shared with the teacher. The evaluation will address the improvement or lack of improvement in the classroom. A recommendation at this time will be made to continue at the same level of the process, move to the next level, or remove from the supportive supervision process.
6. If the decision is to move to the next level of supportive supervision, the teacher will be advised by written notification that any documentation generated in the procedure may be used to support the beginning of dismissal proceedings or to deny tenure.
7. An implementation plan for the second level of supportive supervision will be developed and will include:
  - a. creation of a support team to include, but not be limited to, the administrator, a staff member chosen by the administrator, and a staff member chosen by the teacher. The team should not exceed five members.
  - b. specific skills to be exhibited during observations.
  - c. specific strategies to address development of each skill.
  - d. scheduled observations and conferences by support team members.
8. At the end of the three-month period, a summative evaluation, in narrative form, will be written by the support team and shared with the teacher. The evaluation will address the improvement or lack of improvement in the classroom. A recommendation at this time will be made to continue at the same level of the process, remove from the supportive supervision process, or begin dismissal proceedings.

Supportive Supervision Implementation Plan - Level 1

Teacher: \_\_\_\_\_ Administrator: \_\_\_\_\_ Date of Plan: \_\_\_\_\_

Skill in need of remediation	Strategies to initiate	Evaluation criteria	Observation date	Conference date	Decision
					<input type="checkbox"/> Continue remediation <input type="checkbox"/> Move to next skill
					<input type="checkbox"/> Continue remediation <input type="checkbox"/> Move to next skill
					<input type="checkbox"/> Continue remediation <input type="checkbox"/> Move to next skill
					<input type="checkbox"/> Continue remediation <input type="checkbox"/> Move to next skill

Supportive Supervision Implementation Plan - Level 2

Teacher: \_\_\_\_\_ Administrator: \_\_\_\_\_ Date of Plan: \_\_\_\_\_

Support Team Members: \_\_\_\_\_

Skill in need of remediation	Strategies to initiate	Evaluation criteria	Observation date	Conference date	Decision
					<input type="checkbox"/> Continue remediation <input type="checkbox"/> Move to next skill
					<input type="checkbox"/> Continue remediation <input type="checkbox"/> Move to next skill
					<input type="checkbox"/> Continue remediation <input type="checkbox"/> Move to next skill
					<input type="checkbox"/> Continue remediation <input type="checkbox"/> Move to next skill

# Supportive Supervision Observation Form

Level 1     Level 2

Teacher: \_\_\_\_\_ Administrator/Support Team \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Class/activity \_\_\_\_\_

Skill to be observed:	Summary of Observation:	Other comments:

Move to next skill

Recommendation:  Continue remediation

Next scheduled observation:

## Supportive Supervision Process - Level 1

### Summative Evaluation

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

Administrator: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

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Write a summary of the progress that the staff member has made during the past three months of supportive supervision. Specifically mention the skills remediated and those that remain in need of remediation.

Recommendation:

discontinue SSP     continue SSP at Level 1     move to SSP Level 2

Teacher's Signature:\* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date \_\_\_\_\_

\* My signature attests only that I have read and understood the contents of the above evaluation.

## Supportive Supervision Process - Level 2

### Summative Evaluation

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

Support Team members: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

\_\_\_\_\_

Write a summary of the progress that the staff member has made during the past three months of supportive supervision. Specifically mention the skills remediated and those that remain in need of remediation.

#### Recommendation:

discontinue SSP

continue SSP at Level 2

continue SSP at Level

begin dismissal proceedings

Teacher's Signature: \* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date \_\_\_\_\_

\* My signature attests only that I have read and understood the contents of the above evaluation.

**Phoenix Central Schools**

Phoenix, New York

***Extra Pay Position Evaluation***

_____	_____
Coach/Advisor	Position
_____	_____
Sport/Activity	Years of Experience in Sport/Activity

Summary of Evaluation:

_____	_____
Signature of Supervisor	Signature of Coach/Advisor*
_____	_____
Date	Date

\* *My signature attests only that I have read and understand the contents of the above evaluation.*

## ARTICLE VIII

### Professional Improvement

- A. The Board of Education and the P.C.S.T.A. agree that advanced professional study, in-service training, visiting days, and participation in study councils and seminars are integral parts of each teacher's professional improvement.

The parties shall encourage the utilization of the visiting day privilege when it will introduce the visitor to innovation, experimentation, or professional knowledge or skills which will serve to further his professional competence and/or professional competence of the department which he represents.

- B. Conference Policy - Since it is educationally wise to keep abreast of trends and ideas in education, and to be active participants in educational organization, educational workshops and conferences should be utilized and supported by the Phoenix Central School.

### General Conditions

The following conditions shall be observed:

1. Paid attendance must fall within the budget allocation for the department, grade level, or teacher.
2. Formal request for permission to attend will be submitted to the building administrator in writing at least two (2) weeks prior to the conference.
3. Permission to attend will be granted, or denied, by the Superintendent of Schools and the Board. The applicant will be notified in writing of the action taken in regard to this request:
  - a. Personnel to attend State and National Conference will be set up in the summer or early fall insofar as it is generally possible.
  - b. The number of persons to attend any one conference will be initially determined by the building administrator and the Superintendent upon consideration of the value of the conference program to the improvement of the local instruction program and the availability of suitable substitute teachers. It is understood that Board approval is required for attendance by more than one teacher at any single conference.
  - c. In cases where it is deemed that a teacher's attendance at a specific conference would be of benefit to the District, the building administrator

and Superintendent may grant that teacher permission to attend that conference at the teacher's own expense or with only a part of his expense paid by the District providing all other considerations have been met.

4. Upon request, a written report of the conference shall be submitted to the building administrator with a copy to the Chief School Administrator.
  5. Notice to be given to the Board of those attending conference.
  6. Officers and/or participating program members will be allowed to attend when expenses are paid by the State/National organization. Otherwise, the preceding conditions apply. For workshops (state, county, college, area), the enumerated general conditions, other than Item 6, will apply.
- C. In-service Credit - Recognizing the need for in-service training courses and workshops, the following provisions will pertain to such courses.
1. Recommendations and plans for in-service training programs and in-service workshops may be presented to the Superintendent of Schools. There shall be a joint planning committee for in-service workshops and in-service training programs composed of an equal number of members appointed by the Superintendent of Schools and the Phoenix Central School Teachers' Association. The functions of this committee are to prepare plans for the implementation of all approved in-service training courses and workshops. There will be no remuneration or released time for service on this committee.
  2. Upon acceptance of such recommendations and plans by the Superintendent and the Board of Education, the planning and implementing of such in-service courses will be based on the following guidelines:
    - a. For each ten (10) hours of in-service training or workshops received in programs approved by the Board of Education, each participant shall be credited with one (1) hour of salary credit on the appropriate BA or MA salary schedule. (In-service hours shall not be paid for beyond the maximum graduate hours paid for by the school district except where the Superintendent grants approval for the teacher to take the course.)
    - b. No in-service credit will be offered for any programs occurring during the regular school hours\* or during the school days\*\* that staff members are being compensated for by their regular salary. No in-service credit will be offered for any person enrolling in the same or equivalent program more than once.

- c. Every effort will be made to announce in-service programs so they do not conflict with other programs.
3. Attendance at all in-service workshops will be voluntary.
  4. Notification of approved in-service workshops and in-service training programs will be made as early as possible with every effort made to announce fall workshops by the end of the school year and spring workshops by the end of October.
- \* Regular school hours as specified in administrative handbook.
  - \*\* School days as specified in negotiated agreement.
5. Unit members who teach staff development and/or in-service courses shall be paid for each hour of preparation and instruction at the same hourly rate as homebound instruction (Article VI, H). Preparation hours for this instruction will be paid, not to exceed one hour per class section.
  6. In-service programs held during regular school hours on regular school days shall be jointly planned by a committee of teachers, appointed by the President of the Association, and administrators appointed by the Superintendent of Schools. The committee will be under the direction of the Assistant Superintendent for Instruction.
- D. Curriculum Projects approved by the District may be conducted during the summer vacation, at the end of the teacher workday during the school year, or on a released time basis during the teacher workday during the school year, if approved by the Superintendent.
- E. The parties will implement the Phoenix School District Mentoring Program as established by the Mentor Program Developing Committee. The Mentor Program will be reviewed annually by the parties in accordance with Commissioner's Regulations 100.2. District approved mentor training conducted outside the regular work day/year will be compensated at the staff development rate as per Article VI (I). Each mentor will receive an annual stipend of \$800.00

## ARTICLE IX

### Insurance Protection

#### A. Health, Life, Accidental Death, Dismemberment, Disability and Dental Insurance

During 2006-2007, the Board will pay 100% of the major medical premiums and 90% of the base premiums of the Health Insurance Plan (Blue Cross/Blue Shield, Central N.Y. Regionwide Plan.) During 2007-2008, the Board will pay 94% of the premiums of the Health Insurance Plan (Blue Cross/Blue Shield, Central N.Y. Regionwide Plan.)

Bargaining unit members working the normal ten (10) month school year shall be entitled to twelve (12) months of health, dental, disability and life insurance coverage regardless of the termination date of employment. (This is to ensure that those employees terminated effective at the end of the school year are entitled to insurance coverage over the summer.)

The Board will pay 100% of the premiums for each individual bargaining unit member for an \$8,000 term life insurance and accidental death and dismemberment policy.

The Board will pay 100% of the premiums for a Basic Vision Plan to be mutually selected by the parties.

The Board agrees to increase the maximum monthly benefit available for disability insurance up to \$5,000. In addition, the Board will pay 75% of the premiums of those unit members electing to participate in the disability insurance policy as approved.

The Board will make the following contributions per each participating member of this unit toward the Blue Cross/Blue Shield of Central New York "Prime Blue" Group Dental Plan (Class I and II @ 100% maximum payable and Class III and IV at 80% maximum payable):

<u>Single</u>	<u>Family</u>
\$250	\$550

The Board agrees to add the IPHP Health Care Plan to the current list of health carriers.

#### B. Health and Dental Insurance Retirement Payment

1. Upon retirement, members of this unit will be eligible for payment toward the health and dental insurance in force for the District's employees based on meeting all of the following criteria:
  - a. A member of this unit, in order to be eligible for health and dental insurance retirement payment, must have been employed as a teacher by the Phoenix Central School District for 10 years.

2. A member must actually be retiring, not resigning. The person must actually file for and be eligible for retirement salary from the New York State Teachers' Retirement System or New York State Employees' Retirement System.
3. For those employees retiring after July 1, 2004, the cash equivalent will be determined as follows: the total number of unused sick days at the final day of employment will be multiplied by \$210.00 per day for those who retire between July 1, 2004 and June 30, 2005 and by \$220.00 per day for those who retire between July 1, 2005 and June 30, 2006. The employer's share will be paid yearly until the person's death or the cash accumulated sum is paid. Employees retired prior to July 1, 1984 will continue at the former rate of \$50.00. Employees retiring between July 1, 1984 - June 30, 1985 will receive a rate of \$75/day. Employees retiring between July 1, 1985 - June 30, 1986 will receive a rate of \$90/day. Employees retiring between July 1, 1986 - June 30, 1987 will receive a rate of \$95/day. Employees retiring between July 1, 1987 - June 30, 1988 will receive \$100/day. Employees retiring between July 1, 1988 - June 30, 1989 will receive \$110/day. Employees retiring between July 1, 1989 - June 30, 1990 will receive \$120/day.

Through June 30, 2006, the employer's share of the cost will be based on the cash equivalent of the employee's accumulated unused sick leave, with the maximum employer's yearly payment not to exceed the percentage paid by the employer for active employees for each year health and dental insurance is in effect.

4. For those teachers who retired from Phoenix between July 1, 2000 to June 30, 2004, with 20 years or more in the District, the board will pay 15% of the group health insurance plan for life. For those teachers who retired from Phoenix between July 1, 2000 to June 30, 2004, with 30 years or more in the District the board will pay 30% of the group health plan for life. This benefit would not take effect for any individual until the first year in which the unused sick day cash equivalent (see item 3) are exhausted to the point that accruals will pay for less than 70% of the health benefits.

Effective July 1, 2004, any teacher retiring from Phoenix, with 20 years or more in the District, the board will pay 25% of the group health insurance plan for life. For any teacher retiring from Phoenix with 30 or more years of experience in the district, the board will pay 40% of the group health plan for life. This benefit would not take effect for any individual until the first year in which the unused sick day cash equivalent (see item 3) are exhausted to the point that accruals will pay for less than 70% of the health benefits.

Through June 30, 2006, the employee may also opt to take the cash equivalent as determined in B.3 (above) as a direct payment, at a yearly amount not to exceed the employer's share of the premium paid to the carrier of the health and dental plans the employee is enrolled in at retirement (total of both health and dental

costs combined.) This payment will be made in lieu of coverage under the health and dental plans, and if chosen will be paid yearly until the person's death or the cash accumulated sum is paid. The eligibility for this option is the same as enumerated in IX, B. 1a.

5. Effective July 1, 2006, immediately upon retirement, any teacher retiring from Phoenix, with 20 years or more in the District, the board will pay 25% of the group health insurance plan for life. For any teacher retiring from Phoenix with 30 or more years of experience in the district, the board will pay 40% of the group health plan for life.

For those bargaining unit members that retire after July 1, 2006, the maximum number of sick days available to accumulate for payment as part of the retirement benefit shall be 320 days. The total number of unused sick days at the final day of employment will be multiplied by \$220.00 to create a bank of dollars. The employer shall make a single direct payment to the employee from this bank, at a yearly amount, as determined by the three levels described below until the bank depletes to zero.

Level 1: A dollar amount equal to 55% of the total cost of the single coverage health insurance in effect on the first annual renewal date after retirement for those employees who choose to enroll in single coverage health insurance in retirement.

Level 2: A dollar amount equal to 55% of the total cost of the 2-person coverage health insurance in effect on the first annual renewal date after retirement for those employees who choose to enroll in 2-person coverage health insurance in retirement.

Level 3: A dollar amount equal to 55% of the total cost of the family coverage health insurance in effect on the first annual renewal date after retirement for those employees who choose to enroll in family coverage health insurance in retirement and for those employees that do not select the health insurance benefit in retirement.

These annual payments will continue at the fixed dollar amount as determined by the first annual renewal date after retirement until the retiree's death or the full bank sum is paid, whichever comes first.

\*Payments made to teachers that retire prior to the end of the insurance year shall be prorated at the insurance rate for active employees until the first renewal date after retirement.

C.

1. The PCSTA will agree to continue to activate the district insurance committee to look at possible alternatives to the current health and dental plans. Any conclusions drawn by the committee must be presented to the membership of the PCSTA for the right of approval. If approval is granted for a change in policies, the contract will be amended to reflect the change.

The PCSTA will agree to activate the district insurance committee to look at the addition of a "Medicare Supplement " Insurance policy, for members ages 65 and older. Any conclusions drawn by the committee must be presented to the membership of the PCSTA for the right of approval. If approval is granted to include an additional policy, the contract will be amended to reflect the change.

## ARTICLE X

### Payroll Deductions

- A. Employees of the Phoenix Central School District shall be permitted to use a payroll deduction program for each of the following with the procedures and administration of same set by the Board of Education.
  1. Premiums for District sponsored insurance program for dependents.
  2. Phoenix Central Schools Employees' Federal Credit Union (Empower).
  3. Five percent (5%) Take Home Option - If a teacher desires to maintain his personal contribution of five percent (5%) to the State Retirement Fund, said amount shall be deducted from pay and forwarded to State Fund. The same holds true for the eight percent (8%) Take Home Option.
  4. Regular Association dues for the Phoenix Central Schools Teachers' Association shall be deducted from each member's pay as per the procedures in effect during the 1987-88 school year or as per procedures mutually determined by the Phoenix Central School Teachers' Association Treasurer and the Assistant Superintendent for Business.
  5. NYSUT Benefit Trust and Vote Cope.
  6. Flexible spending accounts shall be established providing for childcare, health insurance premiums, deductibles, co-payments, etc. The parties shall mutually determine the provider as soon as possible after execution of this agreement and shall implement the plan as soon as possible after the selection of the provider.

## ARTICLE XI

### Transfers, Vacancies, and Promotions

#### A. Teacher Assignments:

1. Teachers shall be notified in writing of any changes in their programs for the ensuing school year or ensuing semester, including the schools to which they will be assigned, the grades and/or subject that they will have, as soon as practicable, and under normal circumstances not later than June 1 for changes between years and December 1 for changes between semesters. Of course, such circumstances as sickness or resignations may necessitate changes to meet the situation.
2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with the regulations of the State Board of Education and for good cause, to subject and/or grades or other classes outside the scope of their teaching certification and/or their major or minor fields of study.
3. Teachers desiring a change of assignment should make this fact known simultaneously to the Superintendent of Schools and the Principal of the school in which the teacher is currently serving. Said request for change of assignment should be made in writing and should state reasons for wishing to make the change. Such letters may be submitted at any time; however, when change is desired for the beginning of a school year, the letter should be submitted at the beginning of January. The Superintendent of Schools should reply to this request within thirty (30) days. The term "change in assignments" shall include change from grade level to grade level as well as building-to-building.
4. Teachers being transferred by the District, and not on the basis of a request by the subject teacher, shall be given within thirty (30) days of such transfer, a notice. The teacher shall be made aware in writing of the relevant circumstances involved in the change in assignment.

#### B. Publishing Vacancies Within the District: Consideration:

1. Information relative to the vacancies (administrative, regular faculty, specialists, etc.), caused by death, retirement, discharge, or by the creation of a new position in the District, will be posted in each building, setting forth the qualifications needed for said position, at the same time it is released to College Placement Offices.
2. Members of the professional staff who desire to apply for a vacancy shall file their applications in writing in the office of the Superintendent.

## ARTICLE XII

### Teaching Hours, Class Load, and Class Size

#### A. Teaching Hours:

Any change from the 1981-82 teacher work schedule in terms of hours and number of nights teachers are required to return to school (such as Open House, curriculum and in-service activities) will be on voluntary basis by the staff. The District may require teachers to be available for Parent Conferences up to four (4) evenings per year. Compensatory time will be given. (The workday shall not exceed 7 1/2 hours.) Teachers with no scheduled conferences may be excused by the building principal. The workday of Social Workers shall be eight (8) continuous hours of employment scheduled at the direction of the Director of Pupil Personnel Services/Special Education.

#### B. Class Load, Class Size:

Class load and class size shall be guided by the following:

##### 1. Elementary

- a. The Board of Education will make all efforts to maintain class size and class loads within the limits of sound educational practices.
- b. Elementary classroom teachers shall not be required to remain in the classroom while a special teacher is instructing except for a few minutes at the beginning and end of each lesson.
- c. All elementary school teachers shall, in addition to their lunch period, have at least 250 minutes of preparatory time each week, inclusive of at least 30 minutes each day, during which they shall not be assigned to any other duties.

##### 2. Secondary

- a. Every effort shall be made so that special area teachers (laboratory, shop, home economics, etc.) shall have a guideline of 18-22 pupils in a class unless a qualified aide assists the teacher and the physical facility permits more pupils. The total load should not exceed 110 pupils.
- b. All secondary school teachers, and all social workers shall, in addition to their lunch period, have at least one preparatory period each day, during which they shall not be assigned to any other duties.

C. Rotation of Non-Teaching Duties:

1. Non-teaching duties shall be rotated among the members of the teaching staff and may include but not be limited to the following:
  - a. Bus Supervision
  - b. Cafeteria Duty
  - c. Non-paid chaperoning and/or supervision of social events
  - d. Corridor Supervision
  - e. Graduation Duty

D. Every effort shall be made by the building principals to provide sufficient duty free time to accomplish the preparation of I.E.P.'s and for meeting with parents.

E.

1. The PCSTA and District enter into this trial of block scheduling with the belief that Block scheduling will help to maximize student achievement by creating a better climate for learning, allowing for more academic support, and reducing student discipline problems. It is not the intent of the District to utilize block scheduling in order to increase class loads or class sizes. Current (1997-98) JCB and (2001-2002) EJD scheduling practices will be honored in the block schedule process. Should conditions make it necessary to deviate from current practices, the JCB instructional staff (PCSTA members, principal and vice-principal) and/or the EJD instructional staff (PCSTA members, principal and vice-principal) will have the right to vote whether to continue with block scheduling or return to the traditional schedule.
2. JCB and EJD will each adopt an alternating-day block schedule in which each block will meet every other day.
3. A block shall be defined as an instructional period not to exceed 84 continuous minutes. A split block shall be defined as an instructional period not exceeding 84 minutes, interrupted by a lunch break. A half block shall be defined as an instructional period equal to half the number of minutes in a block.
4. Teachers will be provided with one full block of planning/preparation time each day, during which they will not be assigned to any other duties.
5. Teachers shall not be assigned to more than 2 ½ continuous instructional/duty blocks on any day unless the teacher willingly volunteers to do 3 continuous blocks. If it remains necessary to schedule some EJD teachers with back-to-back planning and study halls during the first and second blocks of the day, even if only every other day, this schedule will be rotated among all grade levels and special areas at EJD from year to year.

6. Teachers of science courses with labs will be able to schedule up to one half of one block in each four-day cycle as student study time. Teachers will have flexibility as to scheduling what day in each cycle will include this study time. Teachers will have flexibility to use this time as instructional time when they deem it appropriate.
7. Save Harmless Clause: Any existing contract provision not explicitly amended, negated or overruled by this memorandum will remain in full force and effect.
8. The District will provide a pool of \$13,000 (in addition to normal departmental budgets) during each of the first three years of block scheduling (at EJD) to be used for new classroom supplies and materials. The funds will be allocated by October 15<sup>th</sup>, 2002, June 1<sup>st</sup>, 2003 and June 1<sup>st</sup>, 2004.
9. The district will provide EJD teachers with a block of 800 hours for paid, voluntary curriculum work during the summer, for each of the first two years of block scheduling. Pay will be at the curriculum rate. Interested teachers will be able to apply for up to 20 hours each year. The hours will be allocated by June 25<sup>th</sup>, 2002 and June 15<sup>th</sup>, 2003.
10. During the first three years of block scheduling, teachers at EJD will be provided twelve (12) half-days of release time (separate from any Superintendent's conference days or other workshop conference days) for staff development activities relating to block scheduling. These half-days shall be provided as follows: 6 days in 2002-2003 (at least one day in each quarter), 4 days in 2003-2004 (1 day in each quarter), and 1 day in 2004-2005 (in the first semester).

11. Evaluation Clause:

a. Beginning

Prior to June 25<sup>th</sup>, 2002, PCSTA members will vote on approval of this memorandum.

b. First year:

During the 2002-2003 school year, a committee will be formed to investigate issues involving the exclusion and/or inclusion of certain subject areas (especially art, but other subjects as warranted) from participation in the block schedules in EJD. The committee will consist of the building principal, the building vice-principal, a third administrator (as deemed appropriate by the principal) and three or four teachers, as selected and approved by the PCSTA President. The first meeting of this committee shall convene no later than October 15<sup>th</sup>, 2002 and members shall gather information from all subject areas in the school. A report shall be prepared and presented to the evaluation committee due to begin on March 1, 2003 (see below).

By March 1, 2003, a joint committee of five bargaining unit members appointed by the PCSTA and no more than five administrators appointed by the Superintendent

will meet to evaluate the block schedule. Changes, if any, will be mutually developed and agreed upon. These proposed changes to this memorandum of agreement will be put before all bargaining unit members for a secret ballot vote.

c. Second year:

By December 1, 2003, a committee of the same composition of that in the first year will convene to evaluate the block schedule. Changes, if any, will be mutually developed and agreed upon. These proposed changes to this memorandum of agreement will then be put before all bargaining unit members for a secret ballot vote.

The committee will then issue an evaluation report to the staff of EJD at an open staff meeting.

The EJD instructional staff and administration will assess that report to determine whether the block schedule should continue into the third year. If a majority of the EJD instructional staff (PCSTA members), determined by a secret ballot, agrees that the block schedule should be discontinued on the basis of that report, then the block schedule will be abandoned.

d. Third year:

By December 1, 2004, a committee of the same composition of that in the first two years will convene to evaluate the block schedule. Changes, if any, will be mutually developed and agreed upon. These proposed changes to this memorandum of agreement will be put before all bargaining unit members for a secret ballot vote.

The committee will then issue an evaluation report to the staff of EJD at an open staff meeting.

The EJD instructional staff and administration will assess that report to determine whether the block schedule should continue into the third year. If a majority of the EJD instructional staff (PCSTA members), determined by a secret ballot, agrees that the block schedule should be discontinued on the basis of that report, then the block schedule will be abandoned.

If it is determined that the block schedule will continue, then this memorandum, with any amendments made according to the above, will continue as part of the Teachers' Agreement.

12. In 2003-04, the school day at EJD will be structured in an alternating day block schedule format, with a "common time" for all students and teachers scheduled between 7<sup>th</sup> and 8<sup>th</sup> periods. "Common time" will not exceed 28 minutes; will be a non-teaching (duty) period; will count as one "duty" over a (2) day period, and; will be a time for students to meet with staff to review lessons missed, make-up work, get additional help, etc.

This is to be seen as a one-year trial schedule and it will not be continued after June 2004 without majority approval of all teaching staff at EJD. This schedule can also be discontinued at the district's discretion. This schedule shall not be used to establish precedent for the number of daily teacher assignments (instructional and/or supervisory) considered acceptable under the contract. A two-day teacher load shall not exceed ten (10) teaching periods and two (2) supervisory periods. (Those teachers not participating in common time shall not exceed twelve (12) teaching periods over a two (2) day period.)

### **ARTICLE XIII**

#### **Teacher Aides**

- A. It is proposed that through the implementation of teacher aides more constructive and worthwhile usage of teacher time can be attained.
- B. Teacher aides will be utilized in each school in the Phoenix Central School District with number of aides, duties, etc., to be determined by the Board of Education after conferring with the administration.

## ARTICLE XIV

### Leaves

#### Paid Leaves

##### A. Sick Leave - Family Illness

1. The annual sick leave allotment shall be ten (10) days for ten month employees and eleven (11) days for eleven month employees. The employee's total annual allotment shall be available for the employee's use on the first day of each school year and shall be credited to employees on sick leave, temporary disability leave, or any other paid leave. These days can be used for illness of the employee or for illness in the employee's immediate family. The immediate supervisor shall be notified as soon as possible in cases of illness in the immediate family.
2. Maximum number of sick days to accumulate shall be unlimited.
3. Employees hired after the beginning of the school year would receive an allotment equivalent in days to the number of months left in said school year.
4. Any employee leaving the District during the school year, either through termination or leave of absence without pay, shall, for that school year, be entitled only to a proportionate amount of sick leave. The proportionate amount of sick leave shall be dependent on the number of months the employee was actually employed in a paid capacity during the school year. It is understood that upon termination of the commencement of a leave of absence without pay, any employee who has used sick leave in excess of that to which he/she was entitled shall be obligated to repay the school district for such extra days.

##### B. Sick Leave Bank

1. There shall be established a Sick Leave Bank to be available to all professional, certified personnel as defined in the recognition statement in Article I of this agreement. There shall be a separate Sick Leave Bank established for Teaching Assistants defined in Article XIX. The intention of this Sick Leave Bank is to protect the members from financial burden due to major illness or injury. It is not intended to be a solution to the problem of the exhaustion of a member's sick days. (Note: for the provisions of this article, "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession.)

This Bank shall be administered by a committee consisting of two teachers, appointed by the President of the Association, and two administrators, appointed by the Superintendent. This committee shall review, and pass upon, applications

for additional sick leave days submitted by the members of the Bank. The decisions of this committee shall be final, binding and not subject to the Grievance Procedure set forth in this agreement.

Each member of the staff covered by this agreement shall have the opportunity to elect to participate in the Sick Leave Bank by filing a signed authorization statement no later than October 1 of each year. A teacher who begins employment after September 1 will have 30 days from the beginning date of employment in which to sign such authorization.

Each teacher who elects to participate in the Sick Leave Bank shall contribute one (1) day of accrued sick leave during each of their first two years of participation. After contributing two (2) days, a member need only sign indicating intention to remain a Sick Leave Bank member. In subsequent years of participation, a member shall donate one (1) day per year, only if the total number of days in the Sick Leave Bank falls below one hundred fifty (150).

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

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

A teacher may request any or all of the ninety (90) day maximum offered by the Sick Leave Bank. Necessary additional days up to ninety (90) may be requested when the original request is for less than the full amount.

Persons withdrawing from the Sick Leave Bank, retiring, or leaving the district must leave contributed days in the Sick Leave Bank.

2. In the event that the Committee cannot reach a decision, they shall confer with the Superintendent who shall cast the decisive vote based on all available information.

C. Personal Business

1. Four (4) days, non-accumulative, for urgent personal business. One of these days may be used without reason, with the following restrictions:
  - a. May not be used the day before nor the day after a holiday.
  - b. It may not be used the first nor the last day of school.
  - c. You must notify the District (building administrator) five (5) working days in advance.
  - d. District will allow no more than ten (10) per day on a first come, first serve basis.
2. Employees hired after the beginning of the school year would receive a bank equivalent in days to the number of months left in said school year (one (1) day for each two (2) months).
3. For those employees whose services are terminated during any given school year, family illness or personal business days will be determined one (1) day per two (2) months for those months employed.
4. A. The following absences for personal business must have prior approval by the immediate supervisor.
  1. Legal Business
  2. Dental-Medical Appointment
  3. Moving of Household Effects
5. Leave on Account of Death in Family
  - A. Employees will be allowed up to five (5) days of absence without loss of pay on account of death in the immediate family.

(Immediate family is understood to include a parent, grandparent, guardian, spouse, child, grandchild, sister, brother, mother-in-law, father-in-law.)

One (1) day may be used for each instance involving the death of a sister-in-law or brother-in-law.

6. Unused Personal Business days will be accredited at the end of the school year to an individual's Sick Leave.

An employee may be paid for certain other absences due to personal business provided that approval has been obtained from the Superintendent.

D. Temporary Disability Leave

Temporary Disability Leave will commence at a time when the employee is not capable of performing the duties required of the position. The school district retains the right to secure, at its expense, a medical opinion if a disagreement occurs as to the fitness of the employee to perform the duties required of the position. Return to employment is required at termination of the temporary disability. The District's financial obligation shall be limited to the amount of sick leave time accumulated by the employee at the time of the commencement of the leave or payment for time granted through the Sick Leave Bank.

E. Visitation Day Leave

Teachers may be excused from their official duties at least one (1) day per year without loss of pay to visit other schools and classrooms with the approval of the building principal.

F. Leave for Jury Duty

Since it is a responsibility of American citizenship to serve on a jury, this school system will not ask release from such duty for any employee.

The school system will compensate for jury duty his daily wage less the amount compensated for by the county.

G. Sabbatical Leave

All professional personnel with seven (7) years of service in the Phoenix Central School District are eligible for one (1) sabbatical leave during their service in the Phoenix Central School District for the purpose of educational study, research and/or travel.

1. Length of Leave:

Sabbatical leave will be granted for one (1) year at half pay. Such recipient shall be paid at the regular pay periods during absence without restrictions on grants or fellowship awards. A sabbatical leave shall count as one (1) year of service for

the purpose of retirement, salary schedule and seniority. Contributions by the District to health insurance, retirement, and other fringe benefits shall continue without interruption during the leave.

2. Number of Staff Members on Leave:

- a. No more than one professional staff member shall be granted sabbatical leave per year for reasons of professional advancement in the area of administration.
- b. No more than one professional staff member shall be granted sabbatical leave per year for reasons of professional advancement in the area of curriculum currently teaching.

3. Application for Sabbatical Leave:

- a. A teacher applying for a sabbatical leave will submit his/her request in writing prior to March 1st of the school year previous to the year for which leave is requested. The application must contain a detailed outline of the program of study, research, and/or travel.
- b. The Superintendent shall make a recommendation to the Board of Education, for final approval, of personnel to be granted a sabbatical leave.

4. Criteria for Selection:

The granting of sabbatical leave will be based on the following criteria:

- a. Contribution to the school system of the applicant.
- b. Benefit of the leave to the teacher.
- c. Seniority.
- d. Order of application.

5. Guarantee of Future Service:

A professional employee who takes a sabbatical leave shall not voluntarily terminate his/her employment at Phoenix Central School for a one (1) year period following the expiration of such leave. In the event the individual voluntarily leaves before the one (1) year period, he/she must repay the District for the salary received during the sabbatical leave.

## Unpaid Leaves Without Benefits

### H. Extended Child Bearing and/or Child Rearing Leave

Leaves of absence will be approved for a period not to exceed two years with return to duty to commence at the start of a semester. Salary and benefits cease during this leave.

Teachers who wish to convert from a paid temporary disability leave to an unpaid, without benefits, extended leave will be allowed to do so provided that the conversion commences with the cessation of the disability. The school district retains the right to secure, at its own expense, a medical opinion if a disagreement occurs as to the cessation of the disability. Conversion to an unpaid extended leave shall not extend the combined temporary disability leave and extended unpaid leave to a period of more than two years.

1. Teachers on unpaid or extended child bearing/rearing leave will notify the District within a minimum of 120 days before the leave expires of their intention to return or not.

### I. Discretionary Leave

Leaves without pay and benefits shall be considered on an individual basis by the Superintendent. The granting of an unpaid discretionary leave shall be within the sole discretion of the Superintendent. Denial of such requests shall not be subject to the grievance-arbitration procedure.

## Leave for Military Service

Under Military Law (Sec. 243) all employees of a school district (whether service on probation, on tenure, or under contract) are entitled to leaves of absence while engaged in performance of military duty and must be reinstated after the termination of such military duty provided application is made for reinstatement within 90 days after termination of such military duty or at any time during terminal leave there from. Such employees may also be reinstated within one (1) year at the discretion of the Board of Education. Persons who voluntarily enlisted between January 1, 1947, and June 25, 1950, are excepted from this provision. The position of a teacher absent on military leave can be filled only by the appointment of a military substitute who acquires no rights to the position (Military Law 243).

## ARTICLE XV

### Student Teachers

It has become quite apparent that the schools will become increasingly involved in the matter of teacher training and preparation. Not only will the schools have the responsibility for refining the skills of the graduate teacher, but also, the obligation to provide the opportunity for student teachers to put their theory and methods to practical use. With this in mind, the school has a clear responsibility - that of providing the physical facilities under which the student teacher can actually teach. The cooperating teacher and the student teacher have definite responsibilities one to the other if the student teacher experience is to be valuable and meaningful.

#### Cooperating Teacher

1. Criteria for selection:
  - a. Be willing to accept the responsibility of a student teacher.
  - b. On tenure or three (3) years total teaching experience with two years in Phoenix Central School in the particular subject area.
  - c. Recommended by the building principal.
2. Responsibility to:
  - a. School - present an honest appraisal of the school system.
  - b. Student teacher - to provide adequate teaching experiences for the student teacher to be able to develop skills, techniques and attitudes necessary for successful teaching and to encourage the student teacher to participate in faculty activities.
  - c. Students - to insure that the quality of instruction remains constant with the goals of the school system.
  - d. Profession - install in the student teacher, by mood and actions, the proper attitude toward the teaching profession.
  - e. College - to familiarize himself/herself with the goals of the student teaching program of the participating institution.

3. Number of student teachers each year:
  - a. At the discretion of the building principal and with the consent of the cooperating teacher but no more than two (2) student teachers in any one (1) year. Exceptions to this would require the approval of the Superintendent.
4. Utilization of student teacher:
  - a. Adequate observation of and familiarization with the student teacher's readiness before allowing him/her to assume the responsibility of the full teaching load.

#### Student Teacher

1. Responsibility to:
  - a. Phoenix Central School - to assume his/her role as a member of the professional staff and be aware of the policies of the school system.
  - b. Student - to provide the students with the best possible instruction through proper preparation, planning and execution.
  - c. Co-op teacher - to work harmoniously with the cooperating teacher in order to provide an educational experience that will be valuable to the students and be willing to accept constructive criticism.
  - d. Profession - to develop those professional qualities that contribute to successful teaching and human relations.

#### School System

1. Provide student teachers with a list of available housing in the district.
2. Provide an orientation program for student teachers.
2. Conduct cooperating teacher-student teacher seminars involving all cooperating and student teachers.
3. Notify student teachers of all faculty functions.
5. Student teachers shall not be used as substitute teachers. In the case of an emergency, as defined by the building principal, (an unexpected situation occurring during the school day which causes an area normally supervised by a staff member to be left unsupervised, thus necessitating a temporary coverage of the class by a cooperating teacher until a substitute can be found) the student teacher will carry on with his/her assigned duties. When a cooperating teacher is absent, his/her student teacher may teach independently of the cooperating teacher provided that this procedure has been established in advance of the absence and meets with the approval of the building

principal based upon input from the cooperating teacher, college supervisor and student teacher. The duration of this independent teaching will be based upon evidences of past successful classroom experiences of the student teacher.

**ARTICLE XVI**  
**School Calendar, Orientation and Summer Workshops**

**Professional School Calendar**

**A. Ten (10) Month Personnel (September 1 - June 30)**

**1. Holidays and Special Days (Eleven (11) days)**

- a. Labor Day
- b. Columbus Day
- c. Veterans' Day
- d. Thanksgiving Day
- e. Thanksgiving (Friday)
- f. Christmas
- g. New Year's Day
- h. Martin Luther King Day
- i. Lincoln's Birthday or Washington's Birthday
- j. Memorial Day
- k. Good Friday

**B. Eleven (11) Month Personnel (July and August)**

**1. Holidays and Special Days (12 days).**

**2. Guidance Counselor and Social Worker calendar for 2006-07, and 2007-08 school years will be 210 days. The twenty-five (25) days in addition to the student calendar will be as follows:**

- a. Nineteen (19) working days (in addition to July 4) in July and August.
- b. The Tuesday after Labor Day
- c. Five (5) working days between Graduation Day and July 1.

**C. Faculty Calendar**

**1. The Faculty (except Guidance Counselor and Social Worker) calendar for 2006-2007 and 2007-08 school years will be the student calendar plus one (1) day for orientation.**

If there are at least two unused snow days available on May 15th of any given year, two days shall be added to the Memorial Day Vacation. If only one snow day remains unused, then one day shall be added to the Memorial Day Vacation.

This determination shall be made and announced by the Superintendent as early as feasible, but by no later than May 15th.

During each of the last four (4) days of the school year, all elementary teachers will be provided one-half day of released time from their normal student instructional responsibilities in order to conduct their grading, record-keeping, and other year-ending responsibilities.

#### Orientation Program

- A. The Association and the Board will continue to improve and strengthen the orientation program.
- B. The format for the orientation program for new teachers will be designed through a \*committee approach and will be forwarded to the Superintendent.

\* This Committee will consist of twelve (12) members and will include personnel from all areas (teachers, supervisors, principals, guidance, etc.) Six (6) members will be named by the Association Executive Committee and six (6) will be appointed by the Superintendent.

#### Teacher's Responsibilities and Obligations

- A. To know the students, and participate, whenever possible, in student-centered activities.
- B. To plan their work on a regular basis so as to be able to provide for the student a meaningful learning experience.
- C. Every effort shall be made by the building-principals to provide time for staff members to work in their rooms on Orientation Day in preparation for the new school year.

**ARTICLE XVII**  
**Miscellaneous**

A. **Health Examinations**

1. Prior to commencing employment, all new instructional personnel must satisfactorily complete a physical examination including chest x-ray. The examination (except x-ray) may be made by a school doctor at the expense of the District or by the family doctor at the expense of the individual. (The x-ray can be obtained at Oswego or at a clinic at the employee's expense.) In either case, the examination will be reported on a form furnished by the school district and reviewed by the school doctor who will determine eligibility for employment.
2. All instructional personnel will have a physical examination once every six (6) years.

B. **Discipline - (Sec. 35.10 - Penal Law)**

**Justification; use of physical force generally**

The use of physical force upon another person which would otherwise constitute an offense is justifiable and not criminal under any of the following circumstances:

A teacher or other person entrusted with the care and supervision of a minor for a special purpose, may use physical force, but not deadly physical force, upon such minor or incompetent person when and to the extent that he reasonably believes it necessary to maintain discipline or to promote the welfare of such minor person.

- C. A committee consisting of an equal number of representatives from the District (appointed by the Superintendent) and the Association (appointed by the PCSTA President), will convene to investigate current Academic Intervention Services programs in the District and their impact on instructional staff. A report outlining current practices, compliance with contractual provisions and recommendations for changes will be completed no later than January 1, 2005. Up to three (3) days of release time will be provided to each committee member.

**ARTICLE XVIII**

**Traveling Teachers**

The District will make every reasonable effort to lessen the responsibility of teachers of supervisory and non-teaching duties (e.g., bus, hall, cafeteria duties and homeroom) of teachers who travel from one building to another during the regular day and provide a 30 minute period between assignments for these teachers when changing buildings. However, each full-time secondary teacher will be expected to carry a full teaching load of five class periods and one supervisory period.

**ARTICLE XIX**

**Teaching Assistants**

**Section I**

**A. Purpose**

The purpose of creating the position of Teaching Assistant is to provide additional learning opportunities for children in the school district under the direction of the teaching staff and school administration.

**B. Duties**

Examples of the duties and responsibilities are outlined in the position guide for Teaching Assistants (see Section II).

**C. Work Day and Work Year**

Teaching Assistants will work a seven hour day, not including a thirty minute lunch period. They will be paid on an annual basis computed upon a 10 month school calendar (the student calendar plus one (1) day for orientation). Half-time Assistants will work a 3 1/2 hour day.

Assistants will be expected to work with children as time allows (before, during and after school) or to conference with supervising teachers or building administrators.

A fifteen minute break will be provided both morning and afternoon at the discretion of the teacher/principal who is arranging the work schedule.

**D. Salary**

Full-time Teaching Assistants will be paid at the following rates:

	<u>2006-07</u>	<u>2007-08</u>
Step 1	\$18,188	\$18,897
Step 2	\$18,548	\$19,271
Step 3	\$19,283	\$20,035

Each Teaching Assistant entitled to an annual step movement shall receive such annual movement until he/she reaches the top of the schedule.

E. Longevity

The following longevity stipends will be paid, based on years of service in the district, from date of first hire (as Assistant or Aide).

	<u>2006-07</u>	<u>2007-08</u>
After 5 years	\$ 250	\$ 400
After 10 years	\$ 307	\$ 319
After 15 years	\$ 290	\$ 301
After 20 years	\$ 558	\$ 580
After 25 years	\$ 612	\$ 636

F. Benefits

1. For Teaching Assistants who elect medical and/or major medical coverage, the District will pay 80% of the premium cost for full-time and a pro rata amount for part-time Teaching Assistants for the 2000-01 school year, and 85% beginning for 2001-02.
2. Beginning in the 2000-01 school year, Teaching Assistants shall be eligible to participate in the same dental plan as is offered to the Teachers. The District will pay \$250 annually of the premium for individual coverage and \$550 annually of the premium for family plan. Any premiums due above these amounts shall be paid by the enrolling employee.
3. Beginning in the school year 2001-02, the District will provide disability insurance to all Teaching Assistants who choose to enroll and will pay for 75% of the premium costs for such plan.
4. Beginning in the school year 2002-03, the District shall provide individual employee coverage in the same vision plan as is available to the Teachers.
5. Beginning in the school year 2002-03, the District will provide \$8,000 in term life insurance with 100% of premiums being paid by the District.
6. Teaching Assistants will receive nine (9) sick days per year in 2000-01 and 2001-02, and ten (10) days thereafter. Beginning in 2000-2001, unused Personal Days will convert to sick leave and may be accumulated as sick leave. Beginning in 2001-2002, accumulated sick days will have a cash value of \$50 each day that may be claimed at retirement. Cash value will increase to \$55 per day beginning in 2002-2003. Beginning in 2004-05, accumulated sick days will have a cash value of \$85 per day and \$95 per day in, 2005-2006, 2006-07 and 2007-08. The sick days can be used for illness of the employee or for family illness.

7. Personal Days: Four (4) days, non-accumulative, for urgent personal business. One of these days may be used without reason, as per Article XIV. C.1-4.
8. Teaching Assistants will receive five (5) days of bereavement leave as per Article XIV.C.5.
9. Teaching Assistants shall be entitled to leave for Jury Duty as per Article XIV.F.
10. Teaching Assistants shall be eligible for the benefits involved in Flexible Spending Accounts as per Article X.6.

G. Teaching Assistant Sick Leave Bank

1. There shall be established a Sick Leave Bank to be available to all para-professional certified personnel as defined in the recognition statement in Article I of this agreement. The intention of this Sick Leave Bank is to protect the members from the financial burden due to major illness or injury. It is not intended to be a solution to the problem of the exhaustion of a member's sick days. (Note: for the provisions of this article, "serious illness or injury" shall be defined as one that is generally regarded as such by those in the medical profession.)

This Bank shall be administered by a committee consisting of two members of the Teaching Assistant unit appointed by the President of the Association, and two administrators, appointed by the Superintendent. This committee shall review, and pass upon, applications for additional sick leave days submitted by the members of the Bank. The decisions of this committee shall be final, binding and not subject to the Grievance Procedure set forth in this agreement.

Each member of the Teaching Assistants covered by this agreement shall have the opportunity to elect to participate in the Sick Leave Bank by filing a signed authorization statement no later than October 1 of each year. A Teaching Assistant who begins employment after September 1 will have 30 days from the beginning date of employment in which to sign such authorization.

Each Teaching Assistant who elects to participate in the Sick Leave Bank shall contribute one day of accrued sick leave during their first three years of participation. After contributing three (3) days, a Teaching Assistant need only sign indicating intention to remain a Sick Bank Member. In subsequent years of participation, a Teaching Assistant shall donate one (1) day per year only if the total number of days in the Sick Bank falls below 100 days.

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

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

The maximum allocation from the Bank to any one Teaching Assistant shall be 30 days with a possible extension of an additional 30 days under extraordinary circumstances. An additional request form with the physician's statement of illness or injury disability will be needed.

In the event that the Committee cannot reach a decision, they shall confer with the Superintendent who shall cast the decisive vote based on all available information.

Teaching Assistants withdrawing from the Sick Leave Bank, retiring, or leaving the District must leave contributed days in the Sick Leave Bank.

2. At the conclusion of the school year a committee appointed by the President of the PCSTA should reconvene to make adjustments to the plan.

H. Grievance Procedure

The attached grievance procedure will be used to resolve any misunderstandings that may arise between Teaching Assistants, other school employees, and the District.

I. Qualification

Teaching Assistants will be expected to hold and maintain appropriate certification for this position title. Certification may be gained through BOCES or the New York State Education Department.

**Section II**

**POSITION GUIDE  
Teaching Assistants**

A. Broad Function

Under the overall supervision of the Superintendent of Schools, a Teaching Assistant reports directly to the school principal and teacher. The Teaching Assistant is expected to coordinate tasks with various specialists within the District. He/she is expected to work

in harmony with the policies of the Board of Education, state laws and Commissioner's regulations.

**B. Duties and Responsibilities**

**The Teaching Assistant:**

1. provides academic assistance to students.
2. works with individual students and small groups.
3. utilizes instructional plans developed by the teacher.
4. meets with classroom teachers to review instructional activities.
5. has knowledge of the subject matter being taught.
6. gives input about students to appropriate staff members that will assist in developing an educational plan.
7. helps develop appropriate materials.
8. utilizes effective teaching techniques.
9. exhibits effective classroom control.
10. assists in student evaluation.
11. assists the teacher in motivating reluctant learners.
12. respects confidentiality of student information.
13. performs other duties as assigned (within the realm of Teaching Assistant responsibilities).

C. Authority

The Teaching Assistant reports directly to the building principal and teachers but is responsible in an overall sense to the Superintendent of Schools. Responsibility for some tasks may be directed by other district administrators.

D. Measures of Accountability

- the degree to which the Teaching Assistant is prompt and reliable.
- the degree to which the Teaching Assistant works effectively and efficiently with children.
- the degree to which the Teaching Assistant interacts and works well with staff.
- the degree to which the Teaching Assistant carries out the teacher's instructional plans.
- the degree to which the Teaching Assistant contributes to the planning, instruction, classroom management and overall classroom operation.

E. Teaching Assistant Evaluation

The evaluation of Teaching Assistants will be based on the following considerations:

1. The purpose of evaluation is to obtain the improvement of instruction and to encourage the growth of professional attitude and responsibility on the part of the staff member. The most vital part of the procedure is the sharing of ideas for the staff member's improvement and success. This mutual interchange of ideas results in benefits to staff and pupils.
2. If a Teaching Assistant is not performing satisfactorily, he or she should be given assistance by supervisors and principals to help improve.
3. The impetus for correcting and alleviating weaknesses will be a responsibility of both the assistant and administrator. An assistant will be periodically evaluated and such weaknesses as he or she may have will be thoroughly discussed with him or her by the evaluator. At the end of each subsequent year, the likelihood of his or her being retained will be discussed with him or her.
4. Teaching assistants shall be evaluated only by personnel qualified by training and experience to do so.
5. Both the evaluator and the assistant will sign the approved district evaluation form. the assistant's signature on the form shall not necessarily constitute agreement with the evaluation.

6. When the administration makes any changes in the format of the evaluation form, they will contact the Executive Board of the P.C.S.T.A. to review the proposed changes and discuss the rationale behind said changes.
7. Committee membership will not be used as a criteria in evaluation. All committee service will be on a voluntary basis.
8. Each observation for the purpose of formal written evaluation will be followed within two weeks by a conference with the evaluator. This conference, which should be conducted in a spirit of friendly cooperation, is the most important step of the evaluation procedure. If it is slighted by the evaluator, or taken lightly or defensively by the assistant, the most hopeful part of the evaluation procedure will be lost. This point cannot be over emphasized.

#### I. Formal Procedures for Teacher Assistant Evaluation

Each teaching assistant will be visited for the purpose of evaluation at least once a year. Administrators will complete the evaluations of all teaching assistants in their respective buildings or within their responsibility areas, e.g. special education. Each teaching assistant shall be notified as to when his or her evaluation will be done. All evaluations will be done by January 31 of each school year.

The administrator will observe the teaching assistant in the classroom setting at least once prior to writing the evaluation. The administrator will then fill out the evaluation form and discuss it with the assistant. A teaching assistant who wishes to add his or her comments to the evaluation form may do so prior to signing.

#### II. Definition of the Evaluative Criteria

- Works Effectively with Children – A teaching assistant should maintain control, communicate effectively with students, understand students' needs, be helpful and receptive to students, have the respect of students, and respect student rights and confidentiality.
- Works Effectively with Teachers – A teaching assistant should contribute to the planning process, carry out teachers' instructional plans, follow the directions of a classroom teacher, be able to adapt to each teacher's style, maintain a task-oriented atmosphere and carry out tasks in a timely fashion.
- Recognition and Acceptance of Responsibilities – A teaching assistant should consider him or herself a part of a larger unit than his or her own classroom. He or she should do his or her share in working for the general betterment of the school. This would include maintaining a positive attitude toward responsibilities, accepting responsibilities for special areas assigned, performing high quality work, showing initiative and being enthusiastic.

- Professional Ethics – The teaching assistant should respect all members of the staff and conduct him or herself at all times in a professional manner.
- Professional Growth – This is evidenced when there is growth in subject matter knowledge, teaching skill and insight into educational problems. Receptiveness to constructive criticism and appreciation of the role of the school in serving the community are also important factors in professional growth.
- Effective Communication – This includes enunciation, pronunciation, voice quality, volume and variety of tone. It also includes the correct use of both written and oral ability to speak on the level of the class comprehension.
- Dependability and Punctuality – This is evident when the teaching assistant performs his or her assigned tasks without being constantly checked or reminded. This includes the making of reports and the keeping of records. It includes a conscientious attitude toward all aspects of his or her position.

## Teacher Assistant Summary Evaluation

Teacher Assistant's Name: \_\_\_\_\_

Date of Report: \_\_\_\_\_

Evaluator's comments:

Teacher Assistant's comments:

Teacher Assistant's Signature: \* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date \_\_\_\_\_

\* My signature attests only that I have read and understood the contents of the above evaluation.

### **Section III**

### **GRIEVANCE/ARBITRATION**

#### **Definition of Grievance**

A grievance is a dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Article.

#### **Procedure**

For the raising and processing of a grievance:

##### **Step 1 - Informal Stage**

A grievance shall first be discussed orally by the grievant, with or without representation by the Association, and the immediate supervisor.

##### **Step 2 - Formal Stage**

- A. Any grievance not resolved in Step 1 shall be reduced to writing, signed by the employee, and presented to the Chief School Administrator or his designee within thirty (30) days following the occurrence giving rise to the grievance. The written grievance must be signed together with a statement of the facts surrounding the grievance. If a grievance involves all members of the bargaining unit, the unit Association may file the written grievance.
- B. The Chief School Administrator or his designee will call a meeting of the parties within twenty (20) days of the date of presentation of the written grievance. The Unit president will be present at this meeting.
- C. Within ten (10) regular workdays after the meeting, the Chief School Administrator will render his decision in writing to the grievant with a copy to the Unit president.

##### **Step 3 - Arbitration**

- A. If the grievance remains unresolved after the conclusion of Step 2, the Association may, within a time limit of twenty (20) calendar days after receipt of the Step 2 answer, submit the unresolved grievance in writing (copy to the Chief School Administrator) to a mutually agreed upon arbitrator, or, if none, to the American Arbitration Association.

- B. The arbitrator selected shall hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him.
- C. The decision or award rendered by the designated arbitrator shall be advisory only and non-binding on the parties.
- D. The fees and expenses of the arbitrator will be shared equally by the Board and the Association.
- E. The Association shall have the option of waiving the Step 3 advisory arbitration state, and proceed directly from Step 2 to Step 4.

#### Step 4 - Appeal Stage

Within fifteen (15) school days after receipt of the arbitrator's recommendation, or after receipt of the Chief School Administrator's decision in Step 2, in the event that Step 3 advisory arbitration is waived, the Board will hold an executive session on the grievance. Within fifteen (15) school days after the session, the Board will issue the final decision on the grievance.

## **ARTICLE XX**

### **Registered Nurses**

#### **Section 1**

#### **POSITION STATEMENT**

The Registered Nurse is employed by the Phoenix Central School District as a Registered School Nurse and hired under Civil Service in the non-competitive class. As such, the Registered Nurse is required as a condition of employment to become a member of the New York State Employees Retirement System. Also, the nurse will be required to have successfully completed the training and be certified as a Registered Nurse. In addition, the individual must possess and practice the highest standards of discretion, integrity, cooperation, loyalty, consideration and professional competence. Further, the nurse must be flexible in performance of tasks as decreed by the job outline, school district policy, state law and administrative directives. This position requires, as a condition of employment, the incumbent to have his/her own transportation for movement from school building to school building. Reimbursement for car expenses will be paid in the amount set down in district policy.

Regardless of additional training or certification held by the incumbent beyond that of Registered Nurse, the position will not be altered by such additional certificates and will exist solely as a Registered School Nurse position under Civil Service. This position is devoid of any assigned teaching responsibilities or other responsibility reserved exclusively under law for school nurse teachers. Hence, the individual bears no obligation for joining educationally or professionally oriented teacher groups or organizations.

The Registered Nurse will work a seven and one-half hour day, one-half hour being allotted for lunch. A period not to exceed fifteen minutes is to be set aside each morning and afternoon for relief periods. The Registered Nurse will be employed on a per diem basis for 186 days of each school year between September 1<sup>st</sup> and June 30<sup>th</sup>. The days the Registered Nurse will actually work are the days the students are scheduled to be in attendance as specified by the student school calendar, teacher orientation day, and such other days as approved by the Building Principal and the Director of Pupil Personnel Services as needed for record keeping, but not to exceed 186 days. The exception to this will be eleven paid holidays per work year as outlined below. In addition, there are ten sick leave days and five personal/family illness leave days per work year as outlined below. At such time as the nurse may be requested to work additionally, additional remuneration commensurate with the request will be paid.

#### **HOLIDAYS AND SPECIAL DAYS**

Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Lincoln's Birthday
Thanksgiving Friday	Washington's Birthday
Christmas Day	Memorial Day
	Good Friday

**Section 2**  
**INSURANCE PROTECTION**

The Board will pay 100% of the major medical premiums and 90% of the base premium of the health insurance plan (Blue Cross/Blue Shield, Central New York Region wide Plan). Beginning on July 1, 2007, The Board will pay 94% of the premium of the health insurance plan (Blue Cross/Blue Shield, Central New York Region wide Plan).

The Board will pay 100% of the premiums on the approved \$10,000 term life insurance and accidental death and dismemberment policy.

The Board will pay 85% of the premiums each year for those nurses electing to participate in the disability insurance policy as approved. The Board will issue a monthly maximum allowance of \$5,000 in the present Long Term Disability policy.

The Board will pay \$300 for single and \$550 for family per participating member of this unit toward the BC/BS of Central New York Prime Blue group dental plan for the school years: 2006-2007 and 2007-2008.

Effective July 1, 1998, the District will pay 100% of the premiums for the same Vision Plan currently provided members of the teachers' bargaining unit.

**Section 3**  
**HEALTH INSURANCE RETIREMENT PAYMENT**

1. Upon retirement, members of this unit will be eligible for payment toward the health insurance in force for the district's employees based on meeting all of the following criteria:
  - A. A member of this unit, in order to be eligible for health insurance retirement payment, must have been employed by the Phoenix Central School District for 10 years as a nurse.
2. A member must actually be retiring, not resigning. The person must actually file for and be eligible for retirement salary from the New York State Employees Retirement System. A member forfeits his/her right to health insurance retirement payment if he/she accepts employment after retirement and health insurance is available from his/her new employer.
3. The employer's share of the cost will be based on the cash equivalent of the employee's accumulated unused sick leave, with the maximum employer's yearly payment not to exceed the percentage paid by the employer for active employees for each year health insurance is in effect.
4. The cash equivalent will be determined as follows: the total number of unused sick days at the final day of employment will be multiplied by \$180 for 2002-2003; \$190 for 2003-

2004; \$200 for 2004-2005; and \$210 for 2005-2006, 2006-2007, 2007-2008. The employer's share will be paid yearly until the person's death or the cash accumulated sum is paid or the person forfeits, as enumerated in #2.

5. The employee may opt to take the cash equivalent as determined in 3.1.A.(4) as a direct payment, at a yearly amount not to exceed the employer's share of the premium paid to the carrier of the health plan the employee is enrolled in at retirement. This payment will be made in lieu of coverage under the health plan, and if chosen will be paid yearly until the person's death or the cash accumulated sum is paid. The eligibility for this option is the same as enumerated in 3.1.A. An employee may elect the insurance coverage or cash, as alluded to in the above. The employees not covered by the health plans at the time of retirement are eligible for the cash payment. This payment will be made in a cash lump sum paid immediately following retirement and yearly thereafter. The cash amount will be based upon the premium rates for the family health plan in effect.

**Section 4**  
**PRE-SERVICE AND INSERVICE PROGRAMS**

It will be necessary for the school nurse to attend and participate in pre-service and regular inservice programs. If these sessions, through necessity, extend beyond regular school hours, the nurse will be commensurately reimbursed with either time and/or a salary allowance. Attendance at these sessions will be a condition of employment.

**Section 5**  
**REMUNERATION AND BENEFITS**

**A. SALARY**

	<u>Hourly Rate</u>	<u>Yearly Rate</u>
2006-2007	\$26.97	\$39,845.00
2007-2008	\$28.02	\$41,399.00

The above chart is based on 7.5 hours per day and 197 days per year (186 work days plus 11 paid holidays).

**B. PAID HOLIDAYS**

The district will grant a day off with a normal day's pay for any eleven legal holidays that occur during the regular work year and fall on days that students are not in regular sessions.

**C. LONGEVITY**

For the 2002-2003 school year, an amount of \$700 will be added to each Registered School Nurse's salary for employees who have completed ten (10) years of service, and an additional longevity bonus in the amount of \$650 will be paid annually to nurses who have completed twenty (20) years of service to the school district.

The following schedule will be applied as above for the following school years:

	<u>Ten Years</u>	<u>Twenty Years</u>
2006-2007	\$1,038	\$986
2007-2008	\$1,078	\$1,025

Longevity bonuses will be added to base pay before each year's wage is calculated.

D. PAY SCHEDULE

Registered School Nurses will have the opportunity to select a ten (10) month salary plan (21 payments), or a twelve (12) month (26 payments), payable throughout the calendar year with the vacation period checks mailed to their homes. The twenty-six (26) payment plan will coincide with the twelve (12) month employee's pay schedule determined by the district. Once these options are made they will continue in effect for the fiscal year without change.

**Section 6**  
**LEAVES**

There are two categories of leaves: paid and unpaid.

PAID LEAVES

A. SICK LEAVE

Each school nurse shall annually accumulate sick leave at the rate of one (1) day for each month of employment. This accumulation shall be credited to the employee's sick leave account on the first day of the school year. At the beginning of each school year, employees will be notified of the amount of accumulated sick leave that has been credited to them. Sick leave shall be subject to the following conditions:

1. Maximum Accumulation: If any employee does not use the full amount of sick leave accumulated in a given year, the excess shall be carried over and credited to his/her sick leave account on the first day of the next school year, provided that the total accumulated sick leave credited to an employee's account shall at no time exceed 330 days in 2002-2003; 340 days in 2003-2004; 350 days in 2004-2005, and 360 days in 2005-2006, 2006-2007, 2007-2008.
2. Interim Hires: Employees hired after the beginning of the school year will receive a sick leave credit equivalent in days to the number of months left in the work year.

3. Use of Sick Leave: Sick leave may be used only when the employee is unable to work by reason of personal illness. A doctor's certificate may be required as proof of any personal illness in case of obvious abuse of sick leave.

B. Personal Leave

Immediate Family Illness and/or Personal Business-Five Days

1. Immediate family illness- Immediate family is understood to mean spouse, parent, child and sibling.
2. Personal Business - Personal business is understood to mean:
  - a. Legal business – consultation with attorney, witness in court, closing with a sale or purchase of a house.
  - b. Dental or doctor appointments which cannot be scheduled outside of working hours.
  - c. Moving of household effects.
3. Days off require approval in advance by employee's immediate supervisor, whenever possible.
4. Unused immediate family and/or personal leave days will be credited at the end of the school year to an individual's sick leave.

C. DEATH IN FAMILY-FIVE DAYS

1. Death in family (Family is understood to mean a parent, grandparent, guardian, spouse, child, grandchild, sister, brother, mother-in-law, father-in-law, brother-in-law, and sister-in-law.)
2. Days off require approval in advance by the employee's immediate supervisor, whenever possible.

D. TEMPORARY DISABILITY LEAVE

Temporary disability leave will commence at a time when the employee is not capable of performing the duties required of the position. The school district retains the right to secure, at its expense, a medical opinion if a disagreement occurs as to the fitness of the employee to perform the duties required of the position. Return to employment is required at the termination of the temporary disability. The district's financial obligation shall be limited to the amount of sick leave time accumulated by the employer at the time of commencement of the leave.

## **UNPAID LEAVES**

### **A. EXTENDED CHILD BEARING AND/OR CHILD REARING LEAVE**

Leaves of absence will be approved for a period not to exceed two years with return to duty to commence at the start of a semester. Salary and benefits cease during this leave, except for the twelve (12) week period as outlined in the Family and Medical Leave Act of 1994. Nurses who wish to convert from a paid temporary disability leave to an unpaid, without benefits, extended leave will be allowed to do so provided that the conversion commences with the cessation of the disability. The school district retains the right to secure, at its own expense, a medical opinion if a disagreement occurs as to the cessation of the disability. Conversion to an unpaid extended leave shall not extend the combined temporary disability leave and extended unpaid leave to a period of more than two years.

### **B. DISCRETIONARY LEAVE**

Leaves without pay and benefits shall be considered on an individual basis by the Superintendent. The granting of an unpaid discretionary leave shall be within the sole discretion of the Superintendent. The decision of the Superintendent (or his/her designee) shall be final and binding on the parties to this agreement.

## **Section 7 LIABILITY INSURANCE**

The Board of Education has and will continue to keep in effect its current insurance protection which covers the school district and all its employees acting in the scope of their duties.

## **Section 8 PENSION**

All Eligible employees shall be enrolled in the appropriate Tier of the New York State Employee Retirement System. Those who are eligible shall also be enrolled in the new Career Plan 75i.

**ARTICLE XXI**

**Employer's Rights**

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

**ARTICLE XXII**

**Savings Clause**

Should any valid federal or state law or final determination of any court of competent jurisdiction declare illegal any provision of this contract, the provision or provisions so affected shall be made to conform to the law either by amendment or deletion, and otherwise this contract shall remain in full force and effect. In such a case, the parties will meet to negotiate a legal replacement, if possible, for such provision. It is understood that such negotiations shall be strictly limited to the particular provision which was declared illegal and that no other provisions of the contract shall be affected or subject in any way to renegotiation.

**ARTICLE XXIII**

**Agreements between Public Employers and Employee Organizations**

"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 XXIV**

**Duration of Agreement**

This contract shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2008 without any rights or reopeners or amendments reserved to either party.

**Association**

**District**

*Virginia Kane - Culvert*

*[Signature]*

President

Superintendent

Dated this 28<sup>th</sup> day of September, 2007



**2006 - 2007**

<b>Group</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
<b>Step 1</b>	5,294	4,439	4,239	3,712	3,585	3,486	3,095	2,869	2,638	2,500	2,269	2,229	2,071
<b>Step 2</b>	5,403	4,523	4,326	3,787	3,656	3,554	3,156	2,932	2,691	2,550	2,311	2,274	2,111
<b>Step 3</b>	5,507	4,612	4,411	3,858	3,730	3,625	3,216	2,984	2,743	2,598	2,356	2,322	2,154
<b>Step 4</b>	5,600	4,705	4,502	3,953	3,822	3,717	3,312	3,078	2,836	2,692	2,450	2,414	2,247

**2007-2008**

<b>Group</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
<b>Step 1</b>	5,501	4,612	4,404	3,857	3,725	3,622	3,216	2,981	2,741	2,597	2,358	2,316	2,152
<b>Step 2</b>	5,614	4,700	4,494	3,935	3,799	3,693	3,279	3,046	2,796	2,650	2,401	2,362	2,194
<b>Step 3</b>	5,722	4,792	4,583	4,009	3,876	3,767	3,342	3,101	2,850	2,699	2,448	2,412	2,238
<b>Step 4</b>	5,818	4,888	4,677	4,107	3,971	3,862	3,441	3,198	2,946	2,797	2,545	2,508	2,335

PCSTA Salary Schedule  
2006-2007

Step	BS	BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS/MA	M+10	M+20	M+30
1	41,520	42,214	42,909	43,603	44,298	44,993	45,687	44,912	45,607	46,302	46,996
2	42,220	42,914	43,609	44,303	44,998	45,693	46,387	45,612	46,307	47,002	47,696
3	42,947	43,641	44,336	45,030	45,725	46,420	47,114	46,339	47,034	47,729	48,423
4	43,696	44,391	45,085	45,780	46,475	47,169	47,864	47,089	47,784	48,478	49,173
5	47,379	48,073	48,768	49,463	50,157	50,852	51,546	50,772	51,466	52,161	52,855
6	47,496	48,190	48,885	49,580	50,274	50,969	51,663	50,889	51,583	52,278	52,972
7	47,614	48,308	49,003	49,697	50,392	51,087	51,781	51,006	51,701	52,396	53,090
8	47,736	48,430	49,125	49,820	50,514	51,209	51,903	51,129	51,823	52,518	53,212
9	47,863	48,557	49,252	49,946	50,641	51,336	52,030	51,255	51,950	52,645	53,339
10	47,992	48,686	49,381	50,075	50,770	51,465	52,159	51,384	52,079	52,774	53,468
11	48,130	48,825	49,519	50,214	50,908	51,603	52,298	51,523	52,217	52,912	53,607
12	48,272	48,966	49,661	50,355	51,050	51,745	52,439	51,664	52,359	53,054	53,748
13	48,419	49,114	49,808	50,503	51,197	51,892	52,587	51,812	52,506	53,201	53,896
14	48,573	49,268	49,962	50,657	51,352	52,046	52,741	51,966	52,661	53,355	54,050
15	48,730	49,424	50,119	50,814	51,508	52,203	52,897	52,123	52,817	53,512	54,206
16	48,894	49,589	50,283	50,978	51,673	52,367	53,062	52,287	52,982	53,676	54,371
17	49,070	49,765	50,459	51,154	51,849	52,543	53,238	52,463	53,158	53,852	54,547
18	49,260	49,954	50,649	51,344	52,038	52,733	53,427	52,653	53,347	54,042	54,736
19	49,458	50,152	50,847	51,541	52,236	52,931	53,625	52,850	53,545	54,240	54,934
20	49,677	50,372	51,066	51,761	52,455	53,150	53,845	53,070	53,764	54,459	55,154
21	49,910	50,605	51,299	51,994	52,688	53,383	54,078	53,303	53,997	54,692	55,387
22	50,167	50,862	51,556	52,251	52,945	53,640	54,335	53,560	54,254	54,949	55,644
23	50,447	51,142	51,836	52,531	53,225	53,920	54,615	53,840	54,534	55,229	55,924
24	50,727	51,421	52,116	52,811	53,505	54,200	54,894	54,120	54,814	55,509	56,203
25	51,007	51,701	52,396	53,091	53,785	54,480	55,174	54,400	55,094	55,789	56,483
26	51,295	51,989	52,684	53,379	54,073	54,768	55,462	54,688	55,382	56,077	56,771
27	53,197	53,892	54,586	55,281	55,975	56,670	57,365	56,590	57,284	57,979	58,674
28	55,083	55,778	56,473	57,167	57,862	58,556	59,251	58,476	59,171	59,865	60,560
29	57,314	58,008	58,703	59,397	60,092	60,787	61,481	60,706	61,401	62,096	62,790
30	59,224	59,918	60,613	61,308	62,002	62,697	63,391	62,617	63,311	64,006	64,700
31	61,132	61,826	62,521	63,216	63,910	64,605	65,299	64,525	65,219	65,914	66,608
32	63,347	64,042	64,736	65,431	66,126	66,820	67,515	66,740	67,435	68,129	68,824
33	65,252	65,946	66,641	67,336	68,030	68,725	69,419	68,645	69,339	70,034	70,728
34	67,552	68,246	68,941	69,635	70,330	71,025	71,719	70,944	71,639	72,334	73,028
35	69,454	70,149	70,843	71,538	72,232	72,927	73,622	72,847	73,541	74,236	74,931
36	71,439	72,133	72,828	73,522	74,217	74,912	75,606	74,831	75,526	76,221	76,915
37	73,323	74,017	74,712	75,406	76,101	76,796	77,490	76,715	77,410	78,105	78,799
38	75,795	76,490	77,184	77,879	78,573	79,268	79,963	79,188	79,882	80,577	81,272
39	77,698	78,393	79,088	79,782	80,477	81,171	81,866	81,091	81,786	82,480	83,175
40	79,603	80,298	80,992	81,687	82,381	83,076	83,771	82,996	83,690	84,385	85,080

PC-STA 2007-2008  
Salary Schedule

1	42,439	43,161	43,882	44,604	45,326	46,048	46,769	47,491	48,213	48,935	49,657	50,379
2	43,139	43,861	44,582	45,304	46,026	46,748	47,469	48,191	48,913	49,635	50,357	51,079
3	43,867	44,589	45,310	46,032	46,754	47,476	48,197	48,919	49,641	50,363	51,085	51,807
4	44,622	45,344	46,065	46,787	47,509	48,231	48,952	49,674	50,396	51,118	51,840	52,562
6	49,227	49,949	50,670	51,392	52,114	52,836	53,557	54,279	55,001	55,723	56,445	57,167
7	49,348	50,070	50,791	51,513	52,235	52,957	53,678	54,400	55,122	55,844	56,566	57,288
8	49,471	50,193	50,914	51,636	52,358	53,080	53,801	54,523	55,245	55,967	56,689	57,411
9	49,598	50,320	51,041	51,763	52,485	53,207	53,928	54,650	55,372	56,094	56,816	57,538
11	49,884	50,606	51,327	52,049	52,771	53,493	54,214	54,936	55,658	56,380	57,102	57,824
12	50,007	50,729	51,450	52,172	52,894	53,616	54,337	55,059	55,781	56,503	57,225	57,947
13	50,165	50,887	51,608	52,330	53,052	53,774	54,495	55,217	55,939	56,661	57,383	58,105
14	50,307	51,029	51,750	52,472	53,194	53,916	54,637	55,359	56,081	56,803	57,525	58,247
16	50,630	51,352	52,073	52,795	53,517	54,239	54,960	55,682	56,404	57,126	57,848	58,570
17	50,801	51,523	52,244	52,966	53,688	54,410	55,131	55,853	56,575	57,297	58,019	58,741
18	50,984	51,706	52,427	53,149	53,871	54,593	55,314	56,036	56,758	57,480	58,202	58,924
19	51,181	51,903	52,624	53,346	54,068	54,790	55,511	56,233	56,955	57,677	58,399	59,121
21	51,814	52,536	53,257	53,979	54,701	55,423	56,144	56,866	57,588	58,310	59,032	59,754
22	51,866	52,588	53,309	54,031	54,753	55,475	56,196	56,918	57,640	58,362	59,084	59,806
23	52,124	52,846	53,567	54,289	55,011	55,733	56,454	57,176	57,898	58,620	59,342	60,064
24	52,414	53,136	53,857	54,579	55,301	56,023	56,744	57,466	58,188	58,910	59,632	60,354
26	52,988	53,710	54,431	55,153	55,875	56,597	57,318	58,040	58,762	59,484	60,206	60,928
27	53,286	54,008	54,729	55,451	56,173	56,895	57,616	58,338	59,060	59,782	60,504	61,226
28	55,272	55,994	56,715	57,437	58,159	58,881	59,602	60,324	61,046	61,768	62,490	63,212
29	57,231	57,953	58,674	59,396	60,118	60,840	61,561	62,283	63,005	63,727	64,449	65,171
31	61,534	62,256	62,977	63,699	64,421	65,143	65,864	66,586	67,308	68,030	68,752	69,474
32	63,516	64,238	64,959	65,681	66,403	67,125	67,846	68,568	69,290	70,012	70,734	71,456
33	65,818	66,540	67,261	67,983	68,705	69,427	70,148	70,870	71,592	72,314	73,036	73,758
34	67,787	68,509	69,230	69,952	70,674	71,396	72,117	72,839	73,561	74,283	75,005	75,727
36	72,183	72,905	73,627	74,349	75,071	75,793	76,514	77,236	77,958	78,680	79,402	80,124
37	74,225	74,947	75,668	76,390	77,112	77,834	78,556	79,278	80,000	80,722	81,444	82,166
38	78,183	78,905	79,627	80,349	81,071	81,793	82,514	83,236	83,958	84,680	85,402	86,124
39	78,751	79,473	80,194	80,916	81,638	82,360	83,081	83,803	84,525	85,247	85,969	86,691

## Coaching Salaries

- ◇ Step I shall be the salary paid in each year of the agreement to all coaches coaching that particular sport for the first time.
- ◇ Coaches who coached the same sport the previous year will move up one step the following year for each year of the agreement.
- ◇ Coaches who transfer from one sport to another or return to coaching after a period of not coaching will be placed on step equal to the year he/she has coached in the sport.

### Group A

- Varsity Football
- Varsity Wrestling
- Varsity Girls Volleyball
- Varsity Boys Basketball
- Varsity Girls Basketball

### Group B

- Intramurals-Girls EJD (2)
- Intramurals-Boys EJD (2)

### Group C

- Head JV Football
- JV Wrestling
- JV Boys Basketball
- JV Girls Basketball
- JV Girls Volleyball

### Group D

- Asst. Varsity Football
- Asst. JV Football

### Group E

- Cheerleading – Football (.4)
- Cheerleading – Basketball (.6)
- Varsity Baseball
- Varsity Boys Track
- Varsity Girls Track
- Varsity Girls Softball

### Group F

- Varsity Girls Soccer
- Varsity Boys Soccer

### Group G

- Varsity Boys & Girls Cross Country
- Girls Indoor Track

### Group H

- JV Girls Soccer
- JV Boys Soccer
- JV Baseball
- JV Girls Softball

### Group I

- Tennis
- Golf
- Modified Football

### Group J

- Asst. Boys Track
- Asst. Girls Track

### Group K

- Mod. Girls Volleyball(7)
- Mod. Girls Volleyball(8)
- Mod. Wrestling
- Mod. Boys Basketball (7)
- Mod. Boys Basketball (8)
- Mod. Girls Basketball (7)
- Mod. Girls Basketball (8)
- Freshman Boys Basketball

### Group L

- Intramurals – Girls JCB
- Intramurals – Boys JCB

### Group M

- Mod. Baseball
- Mod. Girls Softball
- Mod. Girls Soccer
- Mod. Boys Soccer
- Mod. Girls Track
- Mod. Boys Track
- Mod. Boys & Girls Cross Country

**2006 - 2007**

<b>Group</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
<b>Step 1</b>	5,294	4,439	4,239	3,712	3,585	3,486	3,095	2,869	2,638	2,500	2,269	2,229	2,071
<b>Step 2</b>	5,403	4,523	4,326	3,787	3,656	3,554	3,156	2,932	2,691	2,550	2,311	2,274	2,111
<b>Step 3</b>	5,507	4,612	4,411	3,858	3,730	3,625	3,216	2,984	2,743	2,598	2,356	2,322	2,154
<b>Step 4</b>	5,600	4,705	4,502	3,953	3,822	3,717	3,312	3,078	2,836	2,692	2,450	2,414	2,247

**2007-2008**

<b>Group</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
<b>Step 1</b>	5,501	4,612	4,404	3,857	3,725	3,622	3,216	2,981	2,741	2,597	2,358	2,316	2,152
<b>Step 2</b>	5,614	4,700	4,494	3,935	3,799	3,693	3,279	3,046	2,796	2,650	2,401	2,362	2,194
<b>Step 3</b>	5,722	4,792	4,583	4,009	3,876	3,767	3,342	3,101	2,850	2,699	2,448	2,412	2,238
<b>Step 4</b>	5,818	4,888	4,677	4,107	3,971	3,862	3,441	3,198	2,946	2,797	2,545	2,508	2,335

### Extra Pay Positions

	2006-07	2007-08
Student Council JCB	3351	3482
Student Council EJD	3351	3482
Yearbook	4168	4331
School Paper	1476	1534
Chorus EJD 5&6	2248	2336
Chorus EJD 7&8	2248	2336
Dozen Plus Twelve	2248	2336
Jazz Band - EJD	2248	2336
Jazz Band - JCB	2248	2336
Drama Club	3351	3482
Asst. Drama Club Advisor	1406	1461
Asst. Front Band Groups	2248	2336
Marching Band - Spring	3351	3482
Marching Band - Fall	3351	3482
Director of Musical Production	2252	2340
Director of Drama Production	1127	1171
Asst. Dir. Of Musical Production	831	863
Asst. Dir. Of Drama Production	550	571
Timer (per event)	62	64
Scorekeeper (per event)	62	64
Chaperone* (per event)	62	64
Driver Education** (per hour)	40.19	41.76

#### Music Stipends for Student Auditions and Conferences

High School Band	2100	2182
High School Band	2100	2182
High School Chorus	1800	1870
Grade 8 Band	1500	1559
Grade 7 Band	1500	1559
Grade 6 Band	750	779
EJD Chorus	750	779

\*Any Chaperone assignment not filled on a voluntary basis by a unit member after posting for a reasonable time will be filled by the district by other persons willing to accept the assignment.

\*\* Before/After school or summer sessions driver education instructor rate.