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AGREEMENT

between

MAYFIELD CENTRAL SCHOOL DISTRICT

and

MAYFIELD TEACHERS ASSOCIATION

JULY 1, 2007 to JUNE 30, 2012

RECEIVED

NOV 28 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
1	RECOGNITION	2
2	NEGOTIATIONS	2
3	TEACHER LOAD	5
4	TEACHER AIDES	7
5	LEAVES OF ABSENCE	7
6	SICK BANK	9
7	UNPAID LEAVES	10
8	SABBATICAL LEAVE	11
9	TEACHER DISMISSAL, JUST CAUSE	13
10	STUDENT - SPECIAL TREATMENT	13
11	STUDENT ACCIDENT REPORTS	14
12	ASSIGNMENTS, TRANSFERS, AND JOB OPORTUNITY	14
13	HEALTH AND DENTAL INSURANCE	15
14	LAW ENFORCEMENT OFFICER	18
15	CONTINUING POLICY	19
16	GRIEVANCE PROCEDURE	19
17	SCHOOL CALENDAR	23
18	TAYLOR LAW AMENDMENT	24
19	SALARY SCHEDULE	25
20	GRADUATE/IN-SERVICE CREDITS	26
21	EXTRACURRICULAR PAY SCHEDULE/ACTIVITIES	28
22	HOUSE OF DELEGATES	32
23	FACILITY PLANNING	32
24	PAYROLL DEDUCTION	32
25	USE OF BUILDING AND FACILITIES	33
26	REGULATIONS FOR VISITING DAYS	33
27	HOME TEACHING	34
28	CODE OF ETHICS	34
29	TEACHER EVALUATION	34
30	TEACHER WORKDAY	36
31	NEW CURRICULUM WRITING	36
32	PROTECTION OF TEACHERS	36
33	REGULATIONS FOR ATTENDANCE AT CONFERENCES	37

TABLE OF CONTENTS (continued)

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
34	RETIREMENT BENEFITS	38
35	USE OF PERSONAL LEAVE TIME FOR ASSOCIATION ACTIVITIES	39
36	AGENCY SHOP FEE	40
37	DISTANCE LEARNING	40
	SIGNATURE PAGE	46
	APPENDIX "1" – PERSONAL DAY FORM	

PREAMBLE

Recognizing that providing a high quality of education for the children of Mayfield is the paramount aim of this school district and that good morale in the teaching staff is necessary for the best education of the children,

We do hereby declare that:

The Board of Education, under law, has the final responsibility for establishing policies for the district.

The Chief School Officer and staff have the responsibility for carrying out the policies established.

The professional teaching personnel have responsibility for providing the best possible education in the classroom. The professional teaching staff will adhere to the school mission of educating all students.

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

Any reference to salaries or terms and conditions of work pertains only to personnel covered by the Agreement.

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

This Agreement is made and entered into this 1st day of July, 2007, by and between the Board of Education of the Mayfield Central School District (hereinafter "Board") and the Mayfield Teachers Association (hereinafter "Association").

ARTICLE 1

RECOGNITION

- 1.1 The Board recognizes and certifies the Association for purposes of collective negotiations, pursuant to the Public Employees Fair Employment Act, as the exclusive representative of a unit consisting of all certified personnel except the District Principal, Building Principals, Supervisors, Directors, Department Heads, and substitutes.
- 1.2 Unless otherwise indicated, employees in this unit will be hereinafter referred to as "teachers."

ARTICLE 2

NEGOTIATIONS

- 2.1 Principles
 - 2.1.1 Attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation between the Board, the Chief School Officer and the administrative staff, the professional personnel, the classified personnel, and other citizens of the community. To this end, free exchange of views is desirable, proper and necessary.
 - 2.1.2 Teachers shall have the right, freely and without fear of penalty or reprisal, to form, join, or assist teacher organizations, to participate through representatives of their own choosing in negotiation of decisions concerning salaries, terms and conditions of work.
 - 2.1.3 The Board and the Association shall negotiate in a good faith effort to reach agreement over the establishment or modification of policies dealing with salaries, terms and conditions of work, and matters related thereto. Any agreement so negotiated shall apply to all teachers employed in the Mayfield School District, Mayfield, New York, regardless of membership or lack thereof in a teacher organization. The Board and the Association shall each appoint a negotiating committee, not to exceed five (5) members, to act on its behalf.

2.1.4 The Board agrees to furnish the negotiating committees, in accordance with their reasonable requests, all available information concerning financial resources of the district, tentative budgetary requirements and allocations, and such other information as will assist the committees in negotiations.

2.1.5 If joint meetings of the negotiating committees are scheduled during the school day, members of the committees shall be released from their regular duties without loss of salary. Meetings are to be held in the evening except for emergencies mutually agreed upon by both parties.

2.2 Procedures

2.2.1 Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen days following such a request. In any given school year, where the contract terminates, such request shall be made on or before the third Tuesday in January.

2.2.2 While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiating meetings. A recorder for either or both parties may be present.

2.2.3 The Board and the Association will bargain in good faith. Either party may issue a press release if, after five (5) days, they have failed to reach agreement as to a joint release.

2.2.4 Agreements reached by the negotiating committees shall be submitted in writing to the Board and the Association with a recommendation for ratification. Upon ratification, the agreements shall be signed by the presidents of both parties.

2.2.5 If the parties are unable to reach agreement on or before March 3, then the applicable provisions of the Civil Service Law (Taylor Law), more particularly Section 209 of said law, shall apply on request of either party. All fees and expenses for mediation and fact finding shall be borne equally by both parties.

- 2.2.6 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement.
- 2.2.7 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 2.2.8 The Board recognizes that it must operate in accordance with all statutory provisions of the State and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes.
- 2.2.9 Any individual arrangement, agreement or contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract hereafter executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 2.2.10 If any provision of this Agreement, or any application of this Agreement, to any teacher or group of teachers shall be found 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 shall continue in full force and effect.
- 2.2.11 Copies of this Agreement shall be printed at the joint expense of the Board and Association and open to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.

ARTICLE 3

TEACHER LOAD

- 3.1 Within the limits of special scheduling, each elementary teacher will be provided with 30 minutes daily planning time, at least 150 minutes per teacher per 5 day week.
- 3.2 Substitute teachers will be hired for ALL teachers unless none are available.
- 3.3 Teachers should recognize that unassigned time, except for lunch periods, is to be used for instructional planning and preparation.
- 3.4 The Board will maintain as follows:

K-3	20-27 students
4-6	24-30 students

under the limitations of our building facilities and current state mandates. The above will be maintained by actual enrollment as of the last teaching day of the preceding school year. Exempt from this provision are chorus, band, and physical education. All physical education classes will be equitably distributed and chorus will be capped at one chorus assignment per day.

- 3.5 At the secondary level, each regular classroom teacher load will be maintained at not more than 125 pupils per day subject to the limitations of building facilities and state mandates. The areas of chorus, band, physical education, and drama will be maintained at no more than 150 pupils per day subject to the limitations of building facilities and state mandates.
- 3.6 At the secondary level, within the seven (7) hour work day set forth in Article 30 and within a nine* (9) period schedule, teachers will be assigned as follows:
- 3.6.1 Each teacher will be assigned to a thirty (30) minute duty free lunch between the hours of 10:00 a.m. and 2:00 p.m.
- 3.6.2 Each teacher may be assigned up to six (6) class assignments. If a teacher is assigned five (5) class assignments, he or she may also be assigned a supervisory duty for one period (e.g., study hall, ISS, computer lab, etc.).

Supervisory duty does not include homeroom duty, activity period duty, hall duty or cafeteria duty. These duties will be assigned by the building principal.

- 3.6.3 Each teacher will be assigned two (2) preparation/planning periods which are not for lunch. Such periods are to be used on-site for activities related to professional responsibilities.
- 3.6.4 It is recognized that teachers, as part of their professional responsibilities, will continue to provide extra-help to students. Extra-help to students includes such activities as follows:
- a. Teachers will provide students currently enrolled in their courses with additional time for extra help, which may consist of homework; replacement instruction for content missed due to absence; reinforcement and guided practice in the knowledge and skills introduced during class; test preparation and review of test results; and, teacher initiated detention.
- 3.6.5 Teachers will be responsible for providing extra help for students as follows:
- a. Teachers will utilize time not assigned under section 3.6.2 for extra help.
 - b. Teachers will arrange for students to meet with them to receive extra help and will give their respective Department Heads or building principal weekly records indicating the names of the students and the times when extra help has been provided.
 - c. Teachers will contact parents of students who have been absent in order to secure their attendance at the next meeting. Teachers will give the names of students missing a second meeting to their Department Heads or building principal for further action.
 - d. Where students have competing demands on their available time and teachers cannot arrive at mutually agreeable schedules, Department Heads will assist the principal in arranging times for extra help.
 - e. Teachers who fail to provide extra help will be assigned extra help by administration during period nine in a nine period day. The teacher may request that the principal provide an opportunity to demonstrate that he or she will carry out his or her professional responsibilities to provide extra help.

3.6.6 Academic Intervention Services (“AIS”) represent a level of student instruction beyond that which is defined as extra-help in Article 3.6.4.a above. AIS, as defined and required by regulations of the Commissioner of Education, will be provided through a class assignment as defined under Article 3.6.2 above.

3.6.7 Teachers who voluntarily accept a seventh regular classroom teaching assignment will be compensated for actual teaching time at an hourly rate of 1/7th of 1/182nd of their annual salary. Untenured teachers are not eligible to teach a seventh class. There is a limit of three (3) such assignments per school year.

* In a nine period schedule, the duration of period nine would normally be set between 30 minutes and 40 minutes, depending upon the needs of the rest of the schedule.

ARTICLE 4

TEACHER AIDES

4.1 At least two teacher aides in the elementary school will be used on the playground and possibly for other duties.

4.2 A committee composed of elementary teachers appointed by the Association and administrators appointed by the Chief School Officer will assist in preparing criteria for the selection of aides, responsibilities and duties of aides and evaluation of the program.

ARTICLE 5

LEAVES OF ABSENCE

5.1 Annual Leave. A total of eighteen (18) days per year.

5.1.1 Personal Illness. Fifteen (15) days per year.

5.1.1.1 Any unused days may be accumulated to a total of 200 days.

- 5.1.1.2 When illness exceeds five (5) consecutive school days, the Board may request a doctor's certificate of illness.
- 5.1.1.3 In cases of extended personal illness, the Board reserves the right to require a physical examination as provided in the Education Law.
- 5.1.1.4 Upon application to the Board an extension of sick leave may be granted.
- 5.1.2 Family Illness. Any of the fifteen (15) personal illness days granted under paragraph 5.1.1 of this Article may be used for an illness of a member of the employee's immediate family. Immediate family shall include only a spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents or grandchild.
- 5.2 Bereavement Days. Three (3) bereavement days shall be granted as of the conditions of paragraph 5.1.2. These days shall be in addition to the eighteen (18) days listed above and shall not be cumulative.
- 5.3 Death Benefit. In the event a member of the Association dies while employed by the Board, one-quarter of that member's unused annual leave will be paid to his or her designated beneficiary.
- 5.4 Personal Leave. Three (3) days per year (two unqualified).
 - 5.4.1 All unused personal leave will accumulate as sick leave.
 - 5.4.2 No unqualified day will be used for vacation purposes.
 - 5.4.3 Requests should be filed in writing at least two (2) days prior to the date the personal days are to be used, except in an emergency. Such request to be submitted on the Personal Day Form attached hereto as Attachment "1". The reason need not be specified if the personal day falls within the following:
 - 5.4.3.1 Legal matters: house closing, income tax hearings, adoption proceedings, court appearances for traffic violations, probating wills, divorce proceedings, counseling on family matters.
 - 5.4.3.2 Funerals (other than above).

- 5.4.3.3 Ceremonies: graduation of teacher, spouse or child, day of ceremony; participation in religious ceremonies such as baptism, confirmation, circumcision of child; honors and awards ceremonies involving teacher or immediate family.
- 5.4.3.4 Education: transportation of child to or from college; required parental visit by parent to college; education or professional meetings not approved by the Board; educational examination.
- 5.4.3.5 Religious observance: when religious holiday observance is not covered in regular school calendar.
- 5.4.3.6 Any requests for reasons not listed above should be submitted in writing to the Chief School Officer for consideration.

ARTICLE 6

SICK BANK

6.1 Eligibility

- 6.1.1 Each teacher shall become eligible to participate in the Sick Bank at the beginning of the fourth (4th) year of service in the Mayfield school system.
- 6.1.2 An eligible teacher may elect not to participate.
- 6.1.3 A member may elect to withdraw at anytime but will forfeit any sick leave days deposited.

6.2 Source of Sick Bank Deposits

- 6.2.1 To initially start the Sick Bank, each teacher wishing to join will contribute two (2) days from his/her regular sick leave. The last date for joining the Sick Bank for the current school year will be September 15.
- 6.2.2 After the Sick Bank is placed in operation in September 1976, members will be admitted only once during each school year in the month of September. Each new member joining will be required to deposit two (2) days of his sick leave.

6.2.3 The number of days remaining on deposit in the Sick Bank shall be carried from one school year to the next, until the number of days drops to forty (40). At this time, each member will be required to deposit one (1) day of regular sick leave.

6.3 Administration of the Bank

6.3.1 Determination of eligibility shall be determined by a Sick Bank Board which shall consist of three (3) members of the Association and the President of the Board of Education (or his/her appointee). This Board has the right to accept or reject any member's application for use of Sick Bank and the Board's decision is final.

6.4 Use of Days from the Sick Bank

6.4.1 Deposited Sick Bank days may be used only after the member has exhausted all days of regular accumulated sick leave and only for personal usage.

6.4.2 Applications for use of the Sick Bank should be submitted as soon as the need for them is apparent.

6.4.3 Members may draw up to 30 days from the bank in one year. If after the 30 days are used the member is in need of more days, he/she may reapply to the Sick Bank Board for another 30 days.

6.4.4 The combined Sick Bank membership may use a maximum of one hundred (100) Sick Bank days in one (1) school year.

ARTICLE 7

UNPAID LEAVES

7.1 With the exception of Maternity Leave, which shall be granted upon request, a leave of absence may be granted to a teacher for the balance of the school year in which the leave occurs and up to an additional two (2) school years. Maternity leave shall thereafter be granted for one year for each additional consecutive pregnancy. All such leave may be during either the probationary period or after tenure has been established. Such

leave, however, during the probationary period shall not be considered as teaching service toward the establishment of tenure.

- 7.2 The length of such leave will be determined by the teacher in the initial request but must end concurrently with the end of a semester.
- 7.3 Except in cases of emergency, the teacher must notify the Board of his/her intent to take a leave at least two (2) months prior to the beginning of such leave.
- 7.4 Such leave of absence will be without pay.
- 7.5 A teacher may return at times other than that initially approved with the approval of the Board. Anyone requesting such approval must do so at least two (2) months prior to the end of a semester.
- 7.6 Upon return, a teacher is guaranteed the same status and tenure area held at the time the leave was granted.
- 7.7 Leave extensions may be granted at the option of the Board.
- 7.8 A teacher on leave must notify the Board by April 1 of their intent to return the following year.
- 7.9 When an application for an unpaid leave has been made by a teacher, the Association will appoint two teachers to sit with the Board to decide if such leave shall be granted. The two teachers appointed by the Association for this purpose shall have voting power in making the determination regarding the unpaid leave in question.
- 7.10 If either party (Board or Association) finds that any of the provisions of this article are unsatisfactory by the end of the 1997-2002 contract, the article shall revert back to the 1981-84 language effective July 1, 1997.

ARTICLE 8

SABBATICAL LEAVE

- 8.1 The Board will grant a leave for a planned program of study designated to improve the teacher's ability to render educational service to our system and the pupils therein subject to the following regulations:

- 8.1.1 The teacher must have completed no less than seven (7) consecutive years of satisfactory teaching service in the Mayfield Central School District.
- 8.1.2 No teacher shall be eligible for said leave if he/she is within three (3) years of planned retirement.
- 8.1.3 The number of teachers on sabbatical leave must not exceed one (1) teacher out of fifty (50) teachers in the school system. No teacher shall be granted a second sabbatical leave until an additional seven (7) years of service are completed in the District.
- 8.1.4 Sabbatical leave will be granted for one (1) semester or one (1) year.
- 8.1.5 A teacher on sabbatical leave will be paid at 50 percent of his/her regular annual salary and will be paid on regular payroll dates and regular deductions will be made. All benefits including health and dental insurance shall be provided as with any active employee.
- 8.1.6 No sick leave days shall accrue during a sabbatical leave. A one semester leave will be entitled to one half of the leave allowance for one year upon returning to teaching duties.
- 8.1.7 Teachers will receive credit on the salary schedule for the time spent on sabbatical leave.
- 8.1.8 After the completion of the sabbatical leave, the teacher shall return to the Mayfield Central School System for no less than three (3) years of additional teaching.
- 8.1.9 If the teacher resigns within the above three (3) year period, he/she shall refund a prorated portion of the sabbatical pay.
- 8.1.10 A teacher desiring sabbatical leave and who meets all previous requirements shall petition the Board for such leave no later than the 15th of December of the year prior to the desired leave. The Board shall make its decision no later than the following April 1st.
- 8.1.11 In the event that more than one teacher makes application, a five (5) member committee consisting of one (1) senior high school teacher, one (1) elementary teacher, the elementary principal, the secondary principal, and the chief school officer shall act as referee and make a recommendation to the Board.

ARTICLE 9

TEACHER DISMISSAL, JUST CAUSE

9.1 Teacher Dismissal

- 9.1.1 By March 1st of each year, the Board will advise teachers on probation whether or not they are to be hired for the following year.
- 9.1.2 Reasons for dismissal will be given in writing.
- 9.1.3 A probationary teacher whose next year will be a tenure year will be advised in writing by April 1st that he/she is being placed on tenure.

9.2 Just Cause

- 9.2.1 From the date of each teacher's employment and up to April 1 of their third (3rd) year of employment, teachers shall be entitled to, in addition to their rights under the Fair Dismissal Law, a private school board review on matters related to discharge.
- 9.2.2 Thereafter, no teacher shall be reduced in compensation, suspended, transferred to another certified academic area, terminated, or otherwise deprived of any professional advantage, except for just cause.

ARTICLE 10

STUDENT - SPECIAL TREATMENT

- 10.1 An effort will be made to make teachers aware of the condition of any student in their classes who is under special treatment (i.e., requires constant medication, is emotionally disturbed, under psychiatric treatment).

ARTICLE 11

STUDENT ACCIDENT REPORTS

- 11.1 A teacher in charge is responsible for completing and signing an "Accident Report" for any injury to a child under his/her supervision.

ARTICLE 12

ASSIGNMENTS, TRANSFERS, AND JOB OPPORTUNITY

- 12.1 No teacher should be arbitrarily transferred or assigned to any duty or position without first having had the opportunity to discuss the assignment or transfer with authority initiating such action.
- 12.2 No teacher will be subject to involuntary transfer without retaining his/her tenure.
- 12.3 A teacher returning from sabbatical leave may be assigned to another position in the same teaching field.
- 12.4 Notice of vacancies in any position in the Mayfield Schools to be posted on the bulletin board in each of the two schools.
- 12.5 No such vacancy shall be filled until:
- 12.5.1 The vacancy has been listed for at least one (1) week.
- 12.5.2 Present employees have had the opportunity to apply and be considered for said vacancy.
- 12.6 The Superintendent shall notify elementary teachers of their teaching assignments for the following school year by no later than June 15, and secondary teachers of their teaching assignments by no later than June 30. Course failures, resignations, scheduling difficulties, and other events may cause a subsequent change in assignments. Any teacher

affected by a change in assignment shall be notified in writing at his/her home address if such change occurs over the summer and at school if such change occurs after commencement of the school year.”

ARTICLE 13

HEALTH AND DENTAL INSURANCE

13.1 Health Insurance.

Effective July 1, 2007, or as soon thereafter as may be affected, the Board agrees to make available to bargaining unit members the Fulmont Trust “Blue-Preferred PPO”, or its equivalent as it exists December 15, 2006. An equivalent plan would include a \$5 office co-pay, \$4 Generic/\$10 Brand Name prescription co-payments and a \$0 co-payment mail order plan.

13.1.1 Effective January 1, 1999, or as soon thereafter as may be effected, the deductible for the plan made available to the members shall be \$100/\$300.”

13.1.2 All bargaining unit members will pay twelve (12%) percent of the premium of the health plan selected. Any premium payments will be automatically deducted from the teacher’s pay on an equal basis.

13.1.3 The PPO plan is offered to replace the existing indemnity plan for active unit members. After the PPO plan is implemented no active unit member may retain or enter the Fulmont Trust indemnity plan.

13.2 IRS 125 Plan. The District will establish a Section 125 Plan in accordance with the Internal Revenue Code for use by bargaining unit members for payment of health premiums and other allowable expenses.

13.3 Retiree Health Insurance. The District shall make available to retired bargaining unit members’ health insurance under the following conditions:

13.3.1 Bargaining unit members who retired prior to July 1, 1994 will pay nothing towards their single plan health insurance premium and will pay fifty percent (50%) of their spouse’s single plan health insurance premium.

13.3.2 Bargaining unit members who retire on or after July 1, 1994 will pay the

same percentage of their single plan health insurance as they paid, or would have paid, when they were an employee. Said bargaining unit members shall also pay fifty percent (50%) of their spouse's single plan health insurance premium. For example, a bargaining unit member who retires at a time when he/she is paying 5 percent of his/her health insurance shall continue to pay 5 percent of the premium of their single plan premium in retirement as well as 50 percent of their spouse's single plan health insurance.

- 13.3.3 To be eligible for retirement health insurance benefits under this provision, the retired employee must have been an employee of the District for at least ten consecutive years immediately prior to retirement. Unpaid leave taken during this time does not affect this benefit; however, a person on leave must return to work for a period of time equal to the leave granted. In other words, the bargaining unit member must have ten years of service exclusive of leave immediately prior to retirement. The following examples may clarify questions concerning this article.
- 13.3.3.1 Teacher X has 10 years of consecutive service followed by a one-year leave. Teacher X reaches retirement age for the year after the one-year leave. Teacher X is eligible for retirement health benefits.
- 13.3.3.2 Teacher Y has 9 years of consecutive service followed by a two-year leave. Teacher Y reaches retirement age for the year after the two-year leave. Teacher Y must work one-year following the leave before becoming eligible for retirement health benefits.
- 13.3.3.3 Teacher Z has 10 years of consecutive service followed by a one-year leave. Teacher Z decides not to return to the district following the leave. Teacher Z will not reach retirement age the year following the leave. Teacher Z is not eligible for retirement health benefits.
- 13.3.4 Unit members who retire with an effective date on or after July 1, 2012, will not receive Medicare Part B reimbursement from the District. Unit members retiring prior to July 1, 2012 will continue to be reimbursed for Medicare Part B.

13.4 Health Insurance Buyout.

13.4.1 Any eligible member of the bargaining unit may elect to receive a cash benefit instead of the health insurance coverage provided for in this Article. The member must elect the cash benefit in writing, which writing must be submitted to the Superintendent on or before May 15 of each school year for the election to be effective July 1 of the subsequent school year. Bargaining unit members appointed on or after July 1 must make the election no later than September 1. No election of the cash benefit will be valid unless accompanied by proof that the member is covered by non-District health insurance coverage. Payment to members who elect to participate in the insurance buy-out will be made with the last check of the school year.

13.4.2 The district will offer an insurance buy out as follows:

13.4.2.1 Teacher will provide the district with proof of insurance elsewhere.

13.4.2.2 Monetary amounts will be:

\$ 800.00	Single plan
1,600.00	Two-person plan
2,000.00	Family plan

Should any ruling by the IRS or a court impact those individuals who do not choose a buyout, this provision will no longer be in force.

13.4.3 Members of the bargaining unit who are married and whose spouse also works for the District shall be eligible for only one two-person plan, two individual plans, or family health insurance plan as appropriate to their family situation. Employees who are married to other employees shall be ineligible for this cash benefit option.

13.4.4 Any bargaining unit member who has elected the cash benefit in accordance with this provision may be reinstated into the District plan during the school year in which he/she has elected the cash benefit provided that he/she makes a written request for coverage under the district health insurance plan to the Superintendent. The approval of request for coverage shall be governed by the rules, regulations and procedures of the insurance carrier.

13.5 Beginning with 1989-90 school year, the Board shall make available \$350 per teacher each year which may be used at the teacher's discretion for individual or family dental purposes. Any unused funds remaining at the end of a year shall revert back to the Board. Statements for dental services shall be submitted by the end of the working day on June 30, the end of the fiscal year.

- 13.6 Health Reimbursement Account. The District will establish a Section 105(h) plan account for all unit members for payment of unreimbursed medical, dental, vision expenses, and other allowable expenses, which shall be subject to any applicable laws, rules and regulations.
- 13.6.1 Effective 2007, by September 15 of every year, the District will deposit \$750 in each unit member's account. All unused deposits will roll over from year to year, with no maximum limit.
- 13.6.2 Once a unit member retires from the District, there will be no further contributions to the individual's account but he/she may continue to access any remaining deposits until the account is exhausted.
- 13.6.3 Unit members will utilize their Section 125 plan deposits, if any, prior to their Section 105(h) plan deposits.
- 13.6.4 Unit members retiring during the term of the 2007-2012 agreement will have the following deposits made into their individual Section 105(h) account prior to the date of their retirement, based on the year in which they retire. This provision shall sunset and be deleted effective July 1, 2012.

<u>Contract Year</u>	<u>Amount</u>
2007-2008	\$ 5,000
2008-2009	\$ 4,000
2009-2010	\$ 3,000
2010-2011	\$ 2,000
2011-2012	\$ 1,000

ARTICLE 14

LAW ENFORCEMENT OFFICER

- 14.1 A law enforcement officer shall be on duty at all basketball games and dances which are open to the public.

ARTICLE 15

CONTINUING POLICY

- 15.1 Past practices pertaining to teachers' terms of employment and conditions of work as they now exist will remain in effect during the term of this contract unless changed through mutual consent or negotiation.
- 15.2 In order to be binding, a past practice must be unequivocal, clearly enunciated and acted upon and readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both the Board and the Association.

ARTICLE 16

GRIEVANCE PROCEDURE

- 16.1 In order to establish a more harmonious and cooperative relationship between the Association, administrators and members of the Board which will enhance the educational program of the District, it is hereby declared to be the purpose of these procedures to provide a means of orderly settlement of differences under the terms of this Agreement promptly and fairly, as they arise, and to assure equitable and proper treatment of teachers.
- 16.2 Definitions
- 16.2.1 Teacher(s) shall mean any person(s) covered by this Agreement.
- 16.2.2 MTA means the Mayfield Teachers Association.
- 16.2.3 Administrator shall mean any teacher responsible for or exercising any degree of supervision or authority over another teacher.
- 16.2.4 Chief Administrator shall mean the chief school officer of the district.
- 16.2.5 Immediate Supervisor shall mean the administrator or other employee to whom the teacher or other employee is directly responsible.

16.2.6 Representative shall mean the person designated by the aggrieved teacher as his/her counsel or to act in his/her behalf. It may include the Grievance Committee of the MTA if designated by the aggrieved teacher.

16.2.7 Grievance is a claim based upon an event(s) or condition(s) covered by the terms of this Agreement which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.

16.3 Basic Principles

16.3.1 It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

16.3.2 A teacher shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

16.3.3 A teacher shall have the right to be represented at any stage of the procedure by a person(s) of his/her own choice including the Grievance Committee of the MTA, such designation to be in writing and signed by the aggrieved party.

16.3.4 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

16.3.5 All hearings shall be confidential. (The fact that a hearing is being held is not confidential.)

16.3.6 It shall be the responsibility of the chief school officer of the district to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to promptly consider each grievance presented and make a determination within the authority delegated to him/her within the time specified in these procedures.

16.3.7 The Association has the right to file grievances in order to protect its interests in the collective bargaining agreement even if no individual teacher wishes to file a grievance and the School District has the right to require the Association to identify the particular teacher(s) allegedly

affected by the claimed violation of the agreement to permit adequate investigation and response commencing at the informal stage.

16.4 Procedures

16.4.1 Informal Stage

16.4.1.1 The aggrieved teacher and/or Association shall orally present his/her grievance to his/her immediate supervisor within twenty-five (25) school days of the act upon which the grievance is based occurred. The immediate supervisor shall orally and informally discuss the grievance with the aggrieved teacher and/or Association. The immediate supervisor shall render a determination to the aggrieved within five school days after the grievance has been presented. If such grievance is not satisfactorily resolved at this stage, the aggrieved may proceed to the formal stage.

16.4.2 Formal Stage

16.4.2.1 Within five school days after a determination has been made at the informal stage, the aggrieved teacher and/or Association may make a written request to the chief school officer or his/her designee for review and determination. The aggrieved teacher and/or Association may, at his/her discretion, submit a written report of the grievance to the MTA Grievance Committee. If the chief school officer designates a person to act in his behalf, he shall also delegate full authority to render a determination in his behalf.

16.4.2.2 The chief school officer or designee shall immediately notify the aggrieved teacher and/or Association, immediate supervisor and any other administrator previously rendering a determination in the case to submit written statements to him/her within five school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.

16.4.2.3 If such is requested in a written statement of either party pursuant to paragraph 16.4.2.2 above, the chief school officer or designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their positions in the case. Such hearing shall be held within five school days of receipt of the written statements pursuant to paragraph 16.4.2.2.

16.4.2.4 The chief school officer shall render a decision in writing to the teacher and/or Association, the Grievance Committee, and its representative within seven (7) school days after the conclusion of the hearing.

16.4.2.5 If the grievance is not satisfactorily resolved at this stage, the aggrieved teacher and/or Association may proceed to the Board Stage.

16.5 Board Stage

16.5.1 The aggrieved teacher and/or Association must, within five (5) school days of the final determination by the chief school officer, make a written request to the Board for review and determination. The Grievance Committee of the MTA shall have the privilege of being present at both stages, if designated by the aggrieved party. All written statements and records are available for inspection by all parties involved. The Board shall respond to said grievance in a period of four weeks unless the complexity of the grievance warrants more time in which case response shall be made within six weeks. (Complexity to be determined by Board and Chief School Administrator.)

16.6 Arbitration

16.6.1 After such hearing, if the aggrieved party is not satisfied with the decision at the Board Stage and determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to the American Arbitration Association for arbitration proceedings and by written notice to the Board within fifteen (15) school days of the decision at the Board Stage.

16.6.2 Within five (5) school days after such notice of submission to arbitration, the Board and the MTA will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to serve, the American Arbitration Association will assign an arbitrator not from the list already submitted.

16.6.3 The selected arbitrator will hear the matter promptly and will issue a decision as soon as possible from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues.

- 16.6.4 The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- 16.6.5 The decision of the arbitrator shall be final and binding upon all parties.
- 16.6.6 The costs for the services of the arbitrator, including expenses, if any, will be borne 60% by the aggrieved party and 40% by the other party.

ARTICLE 17

SCHOOL CALENDAR

- 17.1 There shall be a maximum of 182 working days in the year, at least two of which shall be for non-instructional purposes (e.g., Superintendent's Conference Days or In-Service training)."
- 17.2 The Association may make recommendations to the Board concerning the school calendar. The Board will allow the Association to review the school calendar before its adoption by them.

ARTICLE 18

TAYLOR LAW AMENDMENT

18.1 Section 204-a: Agreements between public employers and employee organizations.

18.1.1 Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

"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."

18.2 Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

18.3 Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

ARTICLE 19

SALARY SCHEDULE

STEP	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
1	36,177	37,262	38,473	39,723	41,014
2	37,398	38,520	39,772	41,065	42,399
3	38,620	39,778	41,071	42,406	43,784
4	39,841	41,037	42,370	43,747	45,169
5	41,064	42,296	43,671	45,090	46,555
6	42,285	43,553	44,969	46,430	47,939
7	43,506	44,811	46,268	47,771	49,324
8	44,729	46,071	47,568	49,114	50,710
9	45,949	47,328	48,866	50,454	52,094
10	47,172	48,587	50,166	51,797	53,480
11	48,394	49,845	51,465	53,138	54,865
12	49,616	51,105	52,766	54,480	56,251
13	50,837	52,362	54,064	55,821	57,635
14	52,058	53,620	55,363	57,162	59,020
15	53,281	54,879	56,663	58,504	60,406
16	54,501	56,136	57,961	59,845	61,790
17	55,725	57,397	59,262	61,188	63,177
18	56,945	58,653	60,559	62,527	64,559
19	58,165	59,910	61,857	63,868	65,943
20	59,388	61,169	63,157	65,210	67,329
21	60,609	62,428	64,456	66,551	68,714
22	61,832	63,687	65,757	67,894	70,100
23	63,052	64,944	67,055	69,234	71,484
24	64,275	66,203	68,355	70,576	72,870
25	65,496	67,461	69,653	71,917	74,254
26	67,748	69,781	72,049	74,390	76,808
27	67,941	69,979	72,253	74,602	77,025
28	70,428	72,541	74,899	77,333	79,846

Excellence in Teaching Funds

Any EIT money applied for and received by the District during the term of this agreement will be used by the District to promote special projects and professional development. The Superintendent will develop guidelines for and determine distributions from these EIT funds pursuant to this provision.

ARTICLE 20

GRADUATE/IN-SERVICE CREDITS

20.1 Graduate Credit

- 20.1.1 Credit hours obtained before September 1, 1985 shall be paid at the rate of \$25 per graduate hour in blocks of three (3), and there shall be no ceiling on the number of graduate credit hours earned.
- 20.1.2 Credit hours obtained after September 1, 1985 shall be paid at the rate of \$30 per graduate hour in blocks of three (3), and there shall be no ceiling on the number of graduate credits earned.
- 20.1.3 Credit hours obtained after January 1, 1999 shall be paid at the rate of \$35 per graduate credit hour in blocks of three (3), and there shall be no ceiling on the number of graduate credits earned."
- 20.1.4 Any teacher hired prior to June 30, 1978 holding a Master's degree or enrolled in a Master's degree program before July 1, 1978 shall be entitled to an additional \$300. Teachers hired after July 1, 1978 shall not be entitled to the additional \$300 for a Master's degree.
- 20.1.5 Credit for graduate and/or in-service hours will be granted prior to the beginning of a semester. Proof of the successful completion of courses must be filed with the chief school officer.
- 20.1.6 The Board reserves the right to exceed this schedule
- 20.1.7 Teachers leaving the school system to enter military service will automatically receive one year of credit for each year of service (not in excess of the number mandated by law).

- 20.1.8 Military service would not be counted as credit toward tenure.
- 20.1.9 A teacher returning from military service, who fails to exercise his rights to return to his former position as provided in the law, will lose all tenure and employment rights.
- 20.2 In-service Credit
- 20.2.1 The Board feels that in-service should be used to develop or enhance the skills of the teacher and that the subject matter of the in-service course should be pertinent to the teacher's specific position.
- 20.2.2 All in-service courses if they are to be used for salary credit must have prior approval of the board.
- 20.2.3 A committee of teachers and administrators will be established to select in-service courses for the professional growth and development of all permanently certified staff. Teachers will be encouraged to take in-service courses and/or participate in other professional conferences and workshops. All in-service courses, professional conferences and workshops must be approved by the above committee and Board of Education and will be paid for by the District up to the amount budgeted by the Board in any given year.
- 20.2.4 Hours of credit for in-service courses will be based upon number of actual hours in the classroom:
- 15-25 classroom hours = 1 in-service credit
26-35 classroom hours = 2 in-service credit
36-45 classroom hours = 3 in-service credit
- 20.2.5 No salary credit will be given for in-service workshops held on school time.

ARTICLE 21

EXTRACURRICULAR PAY SCHEDULE/ACTIVITIES

ATHLETICS	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
Soccer, Boys Varsity	2,876	2,962	3,058	3,157	3,260
Soccer, Boys JV	2,157	2,222	2,294	2,369	2,446
Soccer, Boys Modified	1,725	1,777	1,835	1,895	1,957
Soccer, Girls Varsity	2,876	2,962	3,058	3,158	3,260
Soccer, Girls JV	2,157	2,222	2,294	2,368	2,445
Soccer, Girls Modified	1,725	1,777	1,835	1,894	1,956
Cross Country Run	2,876	2,962	3,058	3,158	3,260
Asst Cross Country Run	1,725	1,777	1,835	1,895	1,957
Golf	2,157	2,222	2,294	2,368	2,445
Volleyball, Varsity	2,876	2,962	3,058	3,157	3,260
Volleyball, JV	2,157	2,222	2,294	2,368	2,445
Volleyball, Gr. 7	2,157	2,222	2,294	2,368	2,445
Volleyball, Gr. 8	2,157	2,222	2,294	2,368	2,445
Basketball, Boys V	3,882	3,999	4,128	4,263	4,401
Basketball, Boys JV	3,452	3,555	3,671	3,790	3,913
Basketball, Boys 7 th	1,725	1,777	1,835	1,895	1,957
Basketball, Boys 8 th	1,725	1,777	1,835	1,895	1,957
Basketball, Girls V	3,882	3,999	4,128	4,263	4,401
Basketball, Girls JV	3,452	3,555	3,671	3,790	3,913
Basketball, Girls 7 th	1,725	1,777	1,835	1,895	1,957
Basketball, Girls 8 th	1,725	1,777	1,835	1,895	1,957
Cheerleading, Varsity	1,869	1,926	1,988	2,053	2,119
Cheerleading, JV	1,599	1,647	1,700	1,755	1,812
Coed Bowling	1,725	1,777	1,835	1,895	1,957
Cross Country Ski	3,882	3,999	4,128	4,263	4,401

ATHLETICS	2007- 2008	2008- 2009	2009- 2010	2010- 2011	2011- 2012
Cross Country Ski Asst	2,157	2,222	2,294	2,368	2,445
Baseball, Varsity	2,876	2,962	3,058	3,157	3,260
Baseball, JV	2,157	2,222	2,294	2,368	2,445
Baseball, Modified	1,725	1,777	1,835	1,895	1,957
Softball, Varsity	2,876	2,962	3,058	3,157	3,260
Softball, JV	2,157	2,222	2,294	2,368	2,445
Softball, Modified	1,725	1,777	1,835	1,895	1,957
Track, Varsity	3,596	3,704	3,824	3,948	4,077
Track, Varsity Asst	2,879	2,965	3,062	3,161	3,264
Track, Modified	1,775	1,828	1,887	1,949	2,012
Wrestling, Varsity	3,608	3,716	3,837	3,962	4,091
Wrestling, JV	3,206	3,303	3,410	3,521	3,635
Assistant Coaches	752	774	800	826	852
Scorekeepers	11.06	11.39	11.76	12.14	12.53
Athletic & Social	11.06	11.39	11.76	12.14	12.53
ADVISORS - CLUBS					
Acapella Chorus	752	775	800	826	853
Adventure Group	752	775	800	826	853
Barbershop Quartet	752	775	800	826	853
Brainstorm Club	752	775	800	826	853
Builders Club	752	775	800	826	853
Color Guard	1,725	1,777	1,835	1,895	1,957
Drama	4,315	4,444	4,588	4,737	4,891
Drama Art	1,725	1,777	1,835	1,895	1,957
Drama Music	1,725	1,777	1,835	1,895	1,957
Drama Tech	752	775	800	826	853
ESP	3,883	4,000	4,130	4,264	4,402
Guitar Club	752	775	800	826	853
Honor Society, Nat'l	752	775	800	826	853

ADVISORS - CLUBS	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
Honor Society, Jr	752	775	800	826	853
Jazz Ensemble	1,151	1,185	1,224	1,263	1,304
Karate Club	752	775	800	826	853
Key Club	752	775	800	826	853
Newspaper	586	604	623	644	664
Odyssey of the Mind	752	775	800	826	853
Outdoor Club	752	775	800	826	853
Post Prom	*878/ 626	904/ 645	933/ 666	963/ 688	994/ 710
Senior Class	1,295	1,334	1,377	1,422	1,468
Senior Class Trip	1,295	1,334	1,377	1,422	1,468
Student Council	752	775	800	826	853
Sweet Adelines	752	775	800	826	853
Yearbook – H.S.	2,876	2,962	3,058	3,157	3,260
Yearbook – Elem.	2,006	2,066	2,133	2,202	2,274
SADD	*852/ 608	904/ 645	933/ 666	963/ 688	994/ 710
Direct Academic Instr.	37.60	38.73	39.99	41.29	42.63
ENRICHMENT	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
Summer Librarian	25.06	25.81	26.65	27.52	28.41
Summer Weight Room Supervisor	25.06	25.81	26.65	27.52	28.41
Summer Vocal Music	25.06	25.81	26.65	27.52	28.41
Summer Instrumental	25.06	25.81	26.65	27.52	28.41

* First amount denotes one advisor; 2nd amount for each, if co-advisors.

21.2 Salary Increments

21.2.1 Persons with three or more consecutive years of service in an activity will have above-stated salary increased by seven percent (7%).

21.2.2 The Board has the right to exceed these amounts of pay for extracurricular duties. A statement of the amount and any justification the Board wishes to make must be filed with the President of the Association and the Clerk of the Board. This amount in excess of the stated ceiling shall be based on excellence or extra duty outside of the activity.

21.3 New/Eliminated Activity

21.3.1 If a new activity is established for a season, the Board shall establish a ceiling and notify the Association. The Association may then accept or reject the ceiling offer after the first year. If rejected, the ceiling would then be negotiated by the Association negotiating team and the Board.

21.3.2 Likewise, if an activity is eliminated, the Board and the Association will negotiate suspension of the activity.

21.4 Activity Evaluation

21.4.1 Each extracurricular activity shall be evaluated each year and based upon the principle of accountability. Reassignment to the position shall be a year-to-year proposition depending upon performance, such performance to be judged by the Board and the Administration. Those not reassigned to extra-curricular assignment shall be entitled to an informal board hearing on the matter with Association representation. The person assigned a particular activity should be a licensed teacher, but not necessarily a member of the Mayfield Central Faculty, although this is desirable.

21.5 All nonprofessional services rendered by teachers shall be on a voluntary basis.

ARTICLE 22

HOUSE OF DELEGATES

- 22.1 At the Board meeting preceding the House of Delegates' annual meeting, the Board will grant to a representative of the Association not more than four (4) days to attend the conference. An alternate delegate will also be named in the event the elected representative cannot attend this meeting.
- 22.2 One of the four (4) referenced days will be designated by the Association for lobbying purposes. In addition, if only two (2) of the four (4) days are used for the House of Delegates, then the additional day may be used by the Association for lobbying purposes which are in the best interests of both the Association and the Board.
- 22.3 The Board will grant a representative of the association two days to attend workshops or conferences that reflect on current educational changes that are in the best interests of both the Association and the Board of Education. New developments learned at these conferences and workshops will be shared with the administration, the Board of Education and the association at the subsequent Board meeting and faculty meeting.

ARTICLE 23

FACILITY PLANNING

- 23.1 Upon reasonable request, the President of the Association will be advised by the Board or its designee as to any facility planning.

ARTICLE 24

PAYROLL DEDUCTION

- 24.1 When authorized in writing by a teacher, the District shall deduct from his/her salary, dues for the Association. Authorization must be received by the District at least forty-eight (48) hours prior to the first pay period of each school year. Dues will be deducted over a ten-paycheck period, commencing

no later than the second pay period of each school year. The District shall not be responsible for collecting dues from any member of the Association who fails to notify the District in accordance with this Article.

- 24.2 Deductions for tax sheltered annuities and other member benefits may be established or changed prior to the beginning of each semester.
- 24.2.1 Changes to existing TSAs, due to individual tax situations, can be made during the month of April. This applies strictly to TSAs that are currently in existence. No new TSA will be established during the month of April.

ARTICLE 25

USE OF BUILDING AND FACILITIES

- 25.1 The Association has the right to make use of the buildings and facilities in order to meet with or to contact its membership. Unless otherwise previously scheduled, this would include such things as cafeteria, gymnasium, conference or classroom, mimeograph machines, mailboxes, etc.

ARTICLE 26

REGULATIONS FOR VISITING DAYS

- 26.1 An educationally defensible number of visiting days will be honored each school year by the Board. Some requests may be initiated by the teacher, others by the administration. These requests will be honored when it is believed educational gains for the system can be obtained by such visitation and when a report of this activity is made available to the principals involved.
- 26.2 Requests to visit another school should normally be limited to a distance of 50 miles and requests should be made to the Building Principal and Chief School Officer at least two weeks before the desired visit is to occur. Reimbursement for use of personal car will be at normal school district mileage rate.

ARTICLE 27

HOME TEACHING

- 27.1 Home teaching shall be paid at a rate which is set at the discretion of the Board, provided that such rate shall be no less than \$12 per hour plus mileage.

ARTICLE 28

CODE OF ETHICS

- 28.1 The Association subscribes to the NEA code of ethics.

ARTICLE 29

TEACHER EVALUATION

- 29.1 Realizing that it is the beginning teacher who is in need of the most supervision and assistance, the following program will be implemented.
- 29.1.1 All first-year teachers will have a minimum of three observations a year, two of which must be completed before the March Board meeting. For the first two observations required, the teacher shall receive advance notification. For the first observation such notice shall include the exact date, time or period when the observation will take place. The second observation will be conducted without such notice provided the teacher to be observed is notified of the week that such observation will be conducted. The third observation may be unannounced. A written evaluation of the observation and ensuing conference with the teacher shall be placed on file in the teacher's folder.
- 29.1.2 All second-year teachers shall have a minimum of two observations a year before the March Board meeting. For the first observation required the teacher shall receive advance notification. Such notice shall include the exact date, time or period when the observation will take place. The second observation may be conducted without such notice provided the

teacher to be observed shall be notified of the week that such observation will be conducted. A written evaluation of the observation and ensuing conference with the teacher shall be placed in the teacher's folder.

- 29.1.3 All third-year and tenured teachers shall have a minimum of one observation a year, and, in the case of third-year teachers, it shall be completed by the March Board meeting. The teacher shall receive advance notification. Such notice shall include the exact date, time or period when the observation will take place. A written evaluation of the observation and ensuing conference with the teacher shall be placed in the teacher's folder.
- 29.1.4 End-of-year evaluations for first and second-year teachers will be compiled and discussed with these teachers and put in folders.
- 29.2 Anecdotal Observations. Using a form which is filled out with triplicate copies, each building principal shall make it a practice to note any deficiencies (i.e., absence from room, work not in on time, etc.) or reasons for plaudits and send a copy to the teacher involved. Three school days will be allowed the teacher to note any extenuating circumstances which might have led to the infraction of accepted procedure. This would be noted on the copy to be placed in the teacher's file. If, upon review of extenuating circumstances, the administrator feels the rebuttal is valid, then the notice will be retracted.
- 29.3 Teacher's Folder. Teachers will have the right, upon request, to review the contents of their personnel files and to make copies of any documents in it. A teacher will be entitled to have a representative of the Association accompany him/her during such review by the teacher. No written material shall be placed within the folder without prior review by the teacher.
- 29.4 It shall be the prerogative of the administration to conduct observations above and beyond the minimums stated in the preceding.
- 29.5 The District and Association have met to discuss and have come to agreement on an Annual Professional Performance Review Plan (APPR) dated May 2004 which is attached to this Agreement as Attachment 2. Both parties recognize that the APPR will be an evolving plan which should be reviewed as appropriate. However, it is understood and agreed that the APPR dated May 2004 will continue in effect until such time as there is mutual agreement on any change. Either party may request to

review the APPR on an annual basis. Any changes to the evaluation procedures of teachers would only be effective upon mutual written agreement of the parties.

ARTICLE 30

TEACHER WORKDAY

- 30.1 All teachers in the Mayfield Central School System will work a maximum of seven (7) hours unless extenuating circumstances exist. When workshops are approved, teachers traveling to and from such workshops may be expected to travel a maximum of one hour each way. Such time may be in excess of the seven (7) hour maximum workday.

ARTICLE 31

NEW CURRICULUM WRITING

- 31.1 The writing of new curriculum will be done on a voluntary basis. Compensation for this will be decided at the time the program is presented to the Board.

ARTICLE 32

PROTECTION OF TEACHERS

- 32.1 Assistance in Assault or Civil Cases
- 32.1.1 Principals and teachers shall be required to report within twenty-four (24) hours all cases of assault suffered by teachers and/or civil actions filed against them in connection with their employment to the Chief School Officer. The Chief School Officer shall acknowledge receipt of such report.
- 32.1.2 The School Board Attorney shall inform the teacher of his/her rights under the law and shall provide such information in a written document.

32.1.3 The School Board Attorney shall notify the teacher of his readiness to assist the teacher as follows:

32.1.3.1 By obtaining from the teacher, the principal, and/or police, relevant information concerning the incident.

32.1.3.2 By accompanying the teacher in court appearances, and

32.1.3.3 By acting in other appropriate ways and liaison between teacher, police and courts.

32.2 Legal Counsel

32.2.1 The Board agrees to provide legal counsel to defend any teacher in any action arising out of an assault on a teacher or any reasonable disciplinary action taken against a student by a teacher if such action were committed as a result of performance of the teacher's professional duties.

32.3 Compensation

32.3.1 If an assault on a teacher during a school-related activity results in loss of time, the teacher shall be paid in full and such paid absence shall not be deducted from any sick leave to which the teacher is entitled under this Agreement. Compensation will be based on the disabled teacher's full annual salary and will be paid for the period of such absence for up to one calendar year without having such absence charged to annual or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workers Compensation award for temporary disability due to the said assault injury for the period for which such salary is paid.

ARTICLE 33

REGULATIONS FOR ATTENDANCE AT CONFERENCES

(Application forms available in office)

33.1 Requests for conferences must be approved by building principals and then submitted to the Chief School Officer for final approval.

- 33.2 Staff members should plan on attending a conference in their field once every three (3) years; more often if the following applies:
 - 33.2.1 An officer of a state or national organization.
 - 33.2.2 Curriculum emphasis changes and a need for updating of skills developed.
 - 33.2.3 Other acceptable reasons not so stated in this policy.
- 33.3 All staff will be expected to pay conference expenses and submit a claim for reimbursement after returning from such conference.
- 33.4 Staff is urged to travel to conferences with colleagues from the region. When necessary to use private cars, reimbursement will be at the rate set by the Board at its annual reorganization meeting.
- 33.5 All expense vouchers must be approved by the Board before any staff member receives reimbursement.
- 33.6 Each staff member attending a conference will submit a formal written and/or oral report to the Building Principal and teaching colleagues and to the Board if requested.
- 33.7 The Chief School Officer will report annually (June) to the Board on the status of conferencing and make recommendations, if necessary, for updating this policy.

ARTICLE 34

RETIREMENT BENEFITS

- 34.1 At the time of retirement, any teacher who has accumulated a minimum of one hundred (100) leave days and who retires prior to age 63 shall receive full retirement benefits as follows:

Age 55 - 58	= 50% of accumulated leave	
Age 59	= 40%	"
Age 60	= 30%	"
Age 61	= 20%	"
Age 62	= 10%	"
Age 63 or over	= 0%	"

Exception: Persons on Tier III would have an additional three (3) years following the year in which he/she becomes entitled to full retirement benefits under the Teacher Retirement System before reduction under this clause becomes effective. In such cases, reduction shall be at an annual rate of 10%.

- 34.2 Any teacher who becomes 55 in the first semester of the school year may retire with full benefits in June of the preceding year.
- 34.3 For purposes of calculating retirement benefits, a teacher's work year is to be calculated at the rate of 182 days.
- 34.4 In order to obtain retirement benefits, a teacher must retire at the end of the school year.
- 34.5 In order to obtain the retirement benefits set forth in this Article 34, a teacher must submit written notice of retirement to the District no later than March 15th of the year of retirement and retire at the end of that school year.
- 34.6 The retirement benefit to be provided shall be a non-elective contribution to the teacher's 403(b) plan and shall not be provided as a cash payment to the teacher.
- 34.7 A teacher who would be retiring at the end of the school year and becomes catastrophically ill or disabled will be allowed to retire with full retirement benefit at the point in time during the school year that the teacher becomes ill or disabled.

ARTICLE 35

USE OF PERSONAL LEAVE TIME FOR ASSOCIATION ACTIVITIES

- 35.1 Any member of the bargaining unit who, while school is in session, appears at any association teacher's legal proceeding, quasi-legal proceeding, improper practice proceeding, arbitration hearing, or any other Association legal proceeding that has been initiated by the Association, must use available personal leave time to make such an appearance. Every effort

shall be made to schedule such meetings that require the presence of the Association and the District after school hours. If no such personal leave time is available, said member shall be docked a day's pay or part thereof for each day or part thereof during which the member appears at any of the foregoing matters.

- 35.2 In the event that any of the proceedings in Article 35.1 are initiated by the School District, the Board of Education agrees to pay the regular salary of all association members who are required to be at any of the legal proceeding mentioned in Article 35.1.

ARTICLE 36

AGENCY SHOP FEE

- 36.1 The District shall deduct from the salary of employees in the bargaining unit who are not members of the Association an amount equivalent to the dues levied by the Association and shall transmit the sum deducted to the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedures for refund of agency shop fee deductions as required by Section 3 of Chapters 677 and 678.

ARTICLE 37

DISTANCE LEARNING

37.1 **GENERAL**

The purpose of the program is to provide courses and other offerings that would not otherwise be available to the receiving school.

The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the district to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work.

This agreement shall be binding and in full force and effect until a successor agreement is reached.

The teaching of Distance Learning courses by untenured teachers will be voluntary. When performed by untenured teachers, the course will be in their tenure area, unless otherwise agreed by the teacher and Association. In cases in which a posted vacancy includes the teaching of one or more Distance Learning courses, such assignment to a successful application may include courses outside of their tenure area even if they are untenured.

37.2 **NO REDUCTION IN FORCE**

No member of the bargaining unit on the effective date of this Agreement in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the district sending/receiving courses in that tenure area through a Distance Learning Program. The introduction and/or continuation of Distance Learning in a receiving school shall not replace a sequence (as defined by NYS Standards) being currently taught or a sequence which could be taught by current staff.

37.3 **TRAINING**

The parties agree that training for participants will be provided. The cost(s) of training shall be established and borne by the district. Compensation, if any, for such training for the participants shall be subject to the applicable provisions of the district's collective bargaining agreement, herein referred to as CBA.

When a teacher accepts an assignment to develop or modify curriculum for a course to be offered through Distance Learning, the teacher shall be compensated for his/her services according to the district's CBA.

37.4 **PROGRAM COMMITTEE**

The President of each association will annually s(elect) a voting member to the program committee. Decisions of the committee will be reached through consensus.

37.5 **AUDIO-VIDEO RECORDINGS**

Any program delivered from this school district for the purpose of educating children shall be taught by a qualified bargaining unit member. Due to the interactive nature of the technology, the transmission should be live,

subsequent use of taped recordings of live transmission should be used solely for instructional purposes.

Any audio-visual recordings of the classes made in the host district are the property of the host district and the district shall make such recordings available for the teacher's personal professional, non-commercial use. Such recordings will not be used in connection with teacher evaluation.

No participating district shall make any audio-visual recordings without the knowledge of the sending teacher. It is expected that the makings of recordings will be solely for the purpose of aiding students enrolled in the course.

In the event the Distance Learning Program is transmitted over public access cable television as part of the regular instructional program, the transmitted program shall be broadcast using a scrambled signal and the receiving district shall use a descrambler for instructional purposes.

37.6 SCHEDULING

The calendar of the host district shall be used for each course being taught.

The time of transmission will be determined by the district within the normal confines (starting and ending time) of the daily schedule of classes. The intent of the parties is to provide Distance Learning Programs that will not result in the undue fragmentation of adjacent class periods in which Distance Learning Program students are enrolled.

The Distance Learning Course shall not adversely affect the preparation or work load of the remainder of the unit members in any of the participating districts.

37.7 MAINTENANCE

The transmitting teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson, or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities should be minimal, and appropriate training provided.

37.8 CLASS SIZE

Distance Learning Classes shall be limited to a maximum of twenty (20) students at a maximum of three (3) sites, unless the transmitting teacher

consents otherwise. The parties acknowledge and confirm that this language shall not be used by the association to argue that the District has waived any position with regard to class size in programs other than Distance Learning.

37.9 GRADING

All grading of schoolwork and tests shall be done in the transmitting school by the transmitting teacher, who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the transmitting school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the transmitting school district.

37.10 RECEIVING SCHOOLS

The teacher shall not be expected or required to attend any functions in the receiving school(s) district(s), but will be available to receiving students and their parents.

As an example, the out-of-district parents will be invited to an open house in the same manner as host school parents, and the host teachers will not be expected to, or required to, attend the receiving school's open house. The teacher and the receiving district(s) will make mutually acceptable arrangements including meals, mileage and any other compensation, if necessary, for attendance at such functions beyond the limits described above.

37.11 SUBSTITUTES

In the event of the transmitting teacher's absence, the host district shall be expected to provide a certified substitute teacher when it elects to transmit.

37.12 TEACHER EVALUATION

Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement of the host district. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher within two school days by his/her administrator. No evaluation of the teacher will be made

except in the normal manner in the classroom. Evaluations of probationary teachers will only be made in the regular classroom.

37.13 TEXTBOOKS & RELATED MATERIALS

Textbooks and related materials for Distance Learning courses are determined by the transmitting district.

37.14 OFF SITE ORIGINATION

Teachers will be permitted and encouraged but not required to transmit at least once each semester from each district that receives his/her course. The school district will provide adequate time and pay appropriate expenses.

37.15 RECEIVING DISTRICT

A district employee shall be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and to be a liaison with the sending teacher. If the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility, unless said employee was hired expressly for that purpose.

If the district assigns a teacher to supervise a receiving class, such assignment shall be in accordance with the provisions of the collective bargaining agreement.

There will be a designated employee at each receiving school to provide inter-school communications, collect and distribute materials, monitor students when directed, and provide student emergency information.

The receiving district shall assume full responsibility and liability for the supervision and maintenance of discipline of students in the receiving school.

37.16 COLLABORATING ORGANIZATIONS

Unless otherwise agreed, college courses which give no high school credit may not be received during the school day and for a period of 30 minutes thereafter.

37.17 VISITORS

Visitors will be allowed to view Distance Learning classes only when the following criteria are followed:

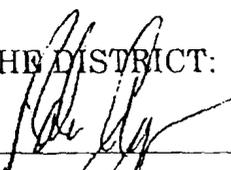
1. The visitors must schedule the visit with the host teacher and principal a time convenient to the host teacher.
2. Visits will be limited to no more than one day per week.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereunto set their hands and seals
this 1 day of ~~July~~, 2007. ~~July~~ 2007

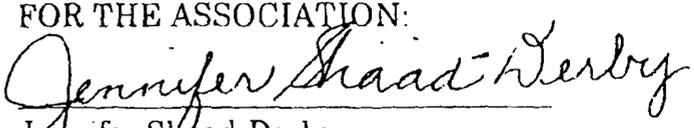
This contract to be effective as of July 1, 2007 and to remain in full force
and effect until June 30, 2012 or until a successor Agreement is reached.

FOR THE DISTRICT:



Ralph Acquaro
Superintendent of Schools

FOR THE ASSOCIATION:



Jennifer Shaad-Derby
President

**Mayfield Central School District
Personal Day Form**

Name _____ School Building _____

Date of Absence _____

If half day, indicate: _____ A.M. _____ P.M.

Please complete this form and return to the Superintendent of Schools in accordance with the following contractual provisions:

- 5.4 Personal Leave: Three days per year (two unqualified)
- 5.4.1 All unused personal leave will accumulate as sick leave.
- 5.4.2 No unqualified day will be used for vacation purposes.
- 5.4.3 Requests should be filed in writing at least two days prior to the date the personal days are to be used, except in an emergency. The reason need not be specified if the personal day falls within the following: legal matters, funerals, ceremonies, education, or religious observance.

Any reasons not listed above should be submitted in writing to the Superintendent for consideration.

Please circle the appropriate personal day option: **UNQUALIFIED** or **QUALIFIED**

Date: _____

Teacher's Signature

 Your request for a personal day has been approved.

Your request for a personal day has been denied for the following reasons:

Date: _____

Superintendent of Schools

White – Teacher's Copy Yellow – Building Principal Pink – Business Office

