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Union: **Sharon Springs Teachers Association**

Local:

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TA / 8098

AGREEMENT

Between

SHARON SPRINGS TEACHERS' ASSOCIATION

AND

THE

SHARON SPRINGS CENTRAL SCHOOL DISTRICT

RECEIVED

NOV 19 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2007 – June 30, 2011

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*Agreement between the Superintendent of Schools and the
Sharon Springs Teachers' Association (2007-2011)*

PREAMBLE

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

ARTICLE I
RECOGNITION

The Sharon Springs Board of Education, having determined that the Sharon Springs Teachers' Association is supported by a majority of the teachers, teachers assistants and school nurse in a unit composed of all full-time certified professional personnel employed by the school district except the Superintendent, Business Administrator and Principal, hereby recognizes the Sharon Springs Teachers' Association as the negotiating agent for all unit members. It is further recognized that titled unit members have the right to join, or not to join the Association, but membership shall not be a condition precedent for employment or continuation of employment of any employee. In accordance with the provisions of Section 208, Chapter 392 of the Laws of 1967 as amended, such recognition shall extend for the maximum length of time permissible.

ARTICLE II
NEGOTIATION PROCEDURES

A. Negotiations for a successor to this agreement shall commence by January 15 prior to expiration of this Agreement.

B. Neither party in any negotiations shall have any control over the selection of the representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the District, 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 negotiations within the limits of the authority granted by the District and the Association.

C. The parties agree, upon request, to exchange relevant data and information to expedite the negotiation process.

D. When agreement on the proposed contract is reached, the proposed contract should be reduced to writing by the District. Within ten (10) school days after the contract has been approved by both committees, it shall be forwarded to the District and the Association for final approval. The District and the Association shall obtain final approval within ten (10) school days, after which the authorized officers shall sign the agreement.

ARTICLE III

ASSOCIATION RIGHTS

A. Dues Deduction

1. The District agrees to deduct from the salaries of each unit member (as per written authorization from each unit member) dues for the Sharon Springs Teachers Association and its affiliates and to transmit the monies so promptly to the Association when collected.

PAYROLL DEDUCTION AUTHORIZATION

Soc. Security Number _____

Last Name First Name M.I.

District Name _____

Organization _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

Member Signature _____ Date _____

2. Deduction referred to in Section 1 above will be made in 17 equal installments plus one adjustment installment beginning with the first payroll in September.
3. Dues deduction authorization must be presented to the Clerk of the District fifteen days prior to the payroll date at which such authorization is to take effect.

ASSOCIATION RIGHTS (continued)

4. The Association will notify the Clerk of the District in writing of the amount of annual dues by September 15.
- B. The District will provide the Association with fifty copies of this agreement. The Association will distribute copies to each member of the bargaining unit.
- C. The Association will receive a copy of the agenda of regular Board of Education meetings, five school days in advance of the meeting. Upon written request, the President of the Association will be provided with a copy of the approved minutes of each Board of Education meeting.

*Agreement between the Superintendent of Schools and the
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ARTICLE IV

A. SALARY SCHEDULES, Teachers:

2007-2008										
STE	1		2		3		4		5	
P	Bachelor		Bachelor +30		Masters		Bachelor +60		Masters +30	
	"A"		B		C		D		E	
1	35,600	0	37,178	0	37,819	0	38,755	0	39,396	0
2	36,105	0	37,683	0	38,324	1	40,042	0	39,901	0
3	37,010	1	38,588	0	39,229	1	41,329	0	40,806	1
4	37,745	1	39,323	0	39,964	0	42,616	0	41,542	0
5	38,983	1	40,561	0	41,202	1	43,902	0	42,780	0
6	40,229	0	41,807	0	42,448	3	45,189	0	44,025	0
7	41,473	0	43,050	0	43,691	1	46,476	0	45,269	0
8	42,717	0	44,295	0	44,936	1	47,763	0	46,513	0
9	43,966	0	45,544	0	46,185	2	49,050	0	47,762	0
10	45,202	0	46,780	0	47,421	1	50,337	0	48,998	0
11	46,484	0	48,061	0	48,702	1	51,624	0	50,280	1
12	47,806	0	49,384	0	50,025	2	52,911	0	51,602	0
13	49,167	0	50,745	0	51,385	0	54,197	0	52,963	0
14	51,540	0	53,118	0	53,759	2	55,484	0	55,336	0
15	52,725	0	54,340	0	54,995	0	56,771	0	56,608	1
16	53,937	0	55,590	0	56,259	3	58,058	0	57,910	1
17	55,177	0	56,869	0	57,552	2	59,345	0	59,241	0
18	56,446	0	58,177	0	58,875	1	60,632	0	60,603	0
19	57,744	0	59,515	0	60,229	0	61,919	0	61,996	0
20	59,072	0	60,883	0	61,614	0	63,206	0	63,421	0
21	60,430	0	62,283	0	63,031	2	64,492	0	64,879	1
22	61,819	0	63,715	0	64,480	2	65,779	0	66,371	0
23	63,240	0	65,180	0	65,963	0	67,066	0	67,897	0
24	64,694	0	66,679	0	67,480	1	68,353	0	69,458	0
25	66,451	0	68,212	1	69,032	2	69,925	0	71,922	1
		3.		1.		29.		0.		6.
		0		0		0		0		0

*See Article 4 – Benefit Section D – 8.

*Agreement between the Superintendent of Schools and the
Sharon Springs Teachers' Association (2007-2011)*

ARTICLE IV

A. SALARY SCHEDULES, Teachers:

2008-2009										
STEP	1		2		3		4		5	
	Bachelor		Bachelor +30		Masters		Bachelor +60		Masters +30	
	"A"		B		C		D		E	
1	36,105	0	37,683	0	38,324	0	40,042	0	39,901	0
2	37,150	0	38,797	0	39,466	0	40,443	0	41,112	0
3	37,677	0	39,324	0	39,993	1	41,786	0	41,639	0
4	38,622	1	40,269	0	40,937	1	43,129	0	42,583	1
5	39,389	1	41,036	0	41,704	0	44,472	0	43,351	0
6	40,681	1	42,327	0	42,996	1	45,814	0	44,643	0
7	41,981	0	43,628	0	44,297	3	47,157	0	45,942	0
8	43,279	0	44,925	0	45,594	1	48,500	0	47,240	0
9	44,577	0	46,224	0	46,893	1	49,843	0	48,539	0
10	45,881	0	47,527	0	48,196	2	51,186	0	49,842	0
11	47,806	0	48,817	0	49,486	1	52,529	0	51,132	0
12	48,508	0	50,154	0	50,823	1	53,872	0	52,470	1
13	49,888	0	51,535	0	52,204	2	55,215	0	53,849	0
14	51,308	0	52,955	0	53,623	0	56,558	0	55,270	0
15	53,785	0	55,431	0	56,100	2	57,901	0	57,746	0
16	55,177	0	56,707	0	57,390	0	59,244	0	59,073	1
17	56,286	0	58,011	0	58,709	3	60,586	0	60,432	1
18	57,580	0	59,346	0	60,058	2	61,929	0	61,821	0
19	58,904	0	60,711	0	61,439	1	63,272	0	63,242	0
20	60,259	0	62,107	0	62,852	0	64,615	0	64,696	0
21	61,819	0	63,715	0	64,480	0	65,779	0	66,371	0
22	63,062	0	64,995	0	65,776	2	67,301	0	67,704	1
23	64,511	0	66,490	0	67,288	2	68,644	0	69,261	0
24	65,994	0	68,019	0	68,836	0	69,987	0	70,854	0
25	67,511	0	69,583	1	70,419	3	71,330	0	72,483	1
		3.0		1.0		29.0		0.0		6.0

*See Article 4 – Benefit Section D – 8.

*Agreement between the Superintendent of Schools and the
Sharon Springs Teachers' Association (2007-2011)*

ARTICLE IV

A. SALARY SCHEDULES, Teachers:

2009-2010										
STE	1		2		3		4		5	
P	Bachelor		Bachelor +30		Masters		Bachelor +60		Masters +30	
	"A"		B		C		D		E	
1	37,150	0	38,797	0	39,466	0	40,443	0	41,112	0
2	37,694	0	39,341	0	40,010	0	41,804	0	41,639	0
3	38,785	0	40,504	0	41,203	0	42,222	0	42,902	0
4	39,335	0	41,054	0	41,753	1	43,624	0	43,452	0
5	40,321	1	42,040	0	42,739	1	45,026	0	44,438	1
6	41,122	1	42,841	0	43,539	0	46,428	0	45,239	0
7	42,471	1	44,190	0	44,888	1	47,830	0	46,587	0
8	43,828	0	45,547	0	46,246	3	49,232	0	47,943	0
9	45,183	0	46,902	0	47,600	1	50,634	0	49,298	0
10	46,539	0	48,258	0	48,956	1	52,036	0	50,652	0
11	47,899	0	49,619	0	50,317	2	53,438	0	52,470	0
12	49,909	0	50,965	0	51,664	1	54,840	0	53,359	0
13	50,643	0	52,361	0	53,059	1	56,242	0	54,755	1
14	52,083	0	53,802	0	54,501	2	57,644	0	56,194	0
15	53,566	0	55,285	0	55,982	0	59,046	0	57,677	0
16	56,151	0	57,870	0	58,569	2	60,448	0	60,261	0
17	57,605	0	59,202	0	59,915	0	61,850	0	61,646	1
18	58,763	0	60,563	0	61,292	3	63,252	0	63,064	1
19	60,113	0	61,957	0	62,701	2	64,654	0	64,513	0
20	61,496	0	63,382	0	64,142	1	66,056	0	65,996	0
21	62,910	0	64,840	0	65,617	0	67,458	0	67,513	0
22	64,539	0	66,518	0	67,317	0	68,674	0	69,261	0
23	65,836	0	67,855	0	68,670	2	70,262	0	70,653	1
24	67,350	0	69,415	0	70,249	2	71,664	0	72,278	0
25	68,898	0	71,011	1	71,864	3	73,066	0	73,940	1
		3.		1.		29.		0.		6.
		0		0		0		0		0

*See Article 4 – Benefit Section D – 8.

*Agreement between the Superintendent of Schools and the
Sharon Springs Teachers' Association (2007-2011)*

ARTICLE IV

A. SALARY SCHEDULES- Teachers:

	1	2	3	4	5					
2010-2011										
STEP	Bachelor	Bachelor +30	Masters	Bachelor +60	Masters +30					
	"A"	B	C	D	E					
1	37,694	0	39,341	0	40,010	0	41,804	0	41,639	0
2	38,785	0	40,504	0	41,203	0	42,222	0	42,902	0
3	39,352	0	41,072	0	41,771	0	43,643	0	43,452	0
4	40,492	0	42,286	0	43,015	0	44,080	0	44,770	0
5	41,066	0	42,861	0	43,590	1	45,544	0	45,344	0
6	42,095	1	43,890	0	44,619	1	47,007	0	46,373	1
7	42,931	1	44,726	0	45,455	0	48,471	0	47,209	0
8	44,339	1	46,134	0	46,863	1	49,935	0	48,616	0
9	45,757	0	47,551	0	48,280	3	51,398	0	50,031	0
10	47,172	0	48,965	0	49,694	1	52,862	0	51,445	0
11	48,586	0	50,381	0	51,110	1	54,326	0	53,359	0
12	50,007	0	51,802	0	52,531	2	55,790	0	54,755	0
13	52,105	0	53,208	0	53,937	1	57,253	0	55,682	0
14	52,871	0	54,665	0	55,394	1	58,717	0	57,139	1
15	54,375	0	56,169	0	56,899	2	60,181	0	58,642	0
16	55,923	0	57,718	0	58,445	0	61,644	0	60,188	0
17	58,622	0	60,417	0	61,146	2	63,108	0	62,885	0
18	60,139	0	61,806	0	62,551	0	64,572	0	64,331	1
19	61,348	0	63,228	0	63,989	3	66,035	0	65,810	1
20	62,758	0	64,683	0	65,460	2	67,499	0	67,323	0
21	64,202	0	66,171	0	66,965	1	68,963	0	68,871	0
22	65,678	0	67,693	0	68,505	0	70,426	0	70,454	0
23	67,379	0	69,445	0	70,279	0	71,695	0	72,278	0
24	68,733	0	70,841	0	71,692	2	73,354	0	73,730	1
25	70,313	0	72,470	1	73,340	5	74,818	0	75,425	1
		3.0	1.0	29.0	0.0	6.0				

*See Article 4 – Benefit Section D – 8.

*Agreement between the Superintendent of Schools and the
Sharon Springs Teachers' Association (2007-2011)*

B. SALARY SCHEDULES- Teachers Assistants':

2007-2008											
		1		2		3		4		5	
				1189.5 hrs		A + \$210 +6 cr hours		A + \$630 +18 cr hours		A + \$2,310 + AAS Degree	
STEP	Hourly Rate	Level 1		Level 2		Level 3		Level 4			
		A		B		C		D			
1	7.75	9,218.63	0	9,428.63	0	9,848.63	0	11,528.63	0		
2	8.10	9,634.95	1	9,844.95	1	10,264.95	0	11,944.95	0		
3	8.35	9,932.33	0	10,142.33	0	10,562.33	0	12,242.33	1		
4	8.60	10,229.70	0	10,439.70	0	10,859.70	0	12,539.70	0		
5	8.85	10,527.08	0	10,737.08	2	11,157.08	0	12,837.08	0		
6	9.10	10,824.45	0	11,034.45	0	11,454.45	0	13,134.45	0		
7	9.35	11,121.83	0	11,331.83	0	11,751.83	0	13,431.83	0		
8	9.60	11,419.20	0	11,629.20	0	12,049.20	0	13,729.20	0		
9	9.85	11,716.58	0	11,926.58	0	12,346.58	0	14,026.58	0		
10	10.10	12,013.95	0	12,223.95	1	12,643.95	0	14,323.95	0		
11	10.35	12,311.33	0	12,521.33	0	12,941.33	0	14,621.33	3		
12	10.60	12,608.70	0	12,818.70	0	13,238.70	0	14,918.70	0		
13	10.85	12,906.08	0	13,116.08	0	13,536.08	0	15,216.08	0		
14	11.10	13,203.45	0	13,413.45	0	13,833.45	0	15,513.45	0		
15	11.35	13,500.83	0	13,710.83	0	14,130.83	0	15,810.83	0		
16	11.60	13,798.20	0	14,008.20	1	14,428.20	0	16,108.20	0		
17	11.85	14,095.58	0	14,305.58	0	14,725.58	0	16,405.58	0		
18	12.10	14,392.95	0	14,602.95	0	15,022.95	0	16,702.95	0		
19	12.35	14,690.33	0	14,900.33	0	15,320.33	0	17,000.33	0		
20	12.60	14,987.70	0	15,197.70	1	15,617.70	0	17,297.70	0		
21	12.85	15,285.08	0	15,495.08	0	15,915.08	0	17,595.08	0		
22	13.10	15,582.45	0	15,792.45	0	16,212.45	0	17,892.45	0		
23	13.35	15,879.83	0	16,089.83	0	16,509.83	0	18,189.83	0		
24	13.60	16,177.20	0	16,387.20	0	16,807.20	0	18,487.20	0		
25	13.85	16,474.58	0	16,684.58	0	17,104.58	0	18,784.58	0		
		1		6		0		4			

*See Article 4 – Benefit Section D – 8.

*Agreement between the Superintendent of Schools and the
Sharon Springs Teachers' Association (2007-2011)*

B. SALARY SCHEDULES- Teachers Assistants':

2008-2009		1		2		3		4		5	
				1189.5 hrs		A + \$210 +6 cr hours		A + \$630 +18 cr hours		A + \$2,310 + AAS Degree	
STEP	Hourly Rate	Level 1		Level 2		Level 3		Level 3		Level 4	
		A		B		C		C		D	
1	8.00	0	9,516.00	0	9,726.00	0	10,146.00	0	11,826.00	0	
2	8.35	0	9,932.33	0	10,142.33	0	10,562.33	0	12,242.33	0	
3	8.70	0	10,348.65	1	10,558.65	1	10,978.65	0	12,658.65	0	
4	8.95	0	10,646.03	0	10,856.03	0	11,276.03	0	12,956.03	1	
5	9.20	0	10,943.40	0	11,153.40	0	11,573.40	0	13,253.40	0	
6	9.45	0	11,240.78	0	11,450.78	2	11,870.78	0	13,550.78	0	
7	9.70	0	11,538.15	0	11,748.15	0	12,168.15	0	13,848.15	0	
8	9.95	0	11,835.53	0	12,045.53	0	12,465.53	0	14,145.53	0	
9	10.20	0	12,132.90	0	12,342.90	0	12,762.90	0	14,442.90	0	
10	10.45	0	12,430.28	0	12,640.28	0	13,060.28	0	14,740.28	0	
11	10.70	0	12,727.65	0	12,937.65	1	13,357.65	0	15,037.65	0	
12	10.95	0	13,025.03	0	13,235.03	0	13,655.03	0	15,335.03	3	
13	11.20	0	13,322.40	0	13,532.40	0	13,952.40	0	15,632.40	0	
14	11.45	0	13,619.78	0	13,829.78	0	14,249.78	0	15,929.78	0	
15	11.70	0	13,917.15	0	14,127.15	0	14,547.15	0	16,227.15	0	
16	11.95	0	14,214.53	0	14,424.53	0	14,844.53	0	16,524.53	0	
17	12.20	0	14,511.90	0	14,721.90	1	15,141.90	0	16,821.90	0	
18	12.45	0	14,809.28	0	15,019.28	0	15,439.28	0	17,119.28	0	
19	12.70	0	15,106.65	0	15,316.65	0	15,736.65	0	17,416.65	0	
20	12.95	0	15,404.03	0	15,614.03	0	16,034.03	0	17,714.03	0	
21	13.20	0	15,701.40	0	15,911.40	1	16,331.40	0	18,011.40	0	
22	13.45	0	15,998.78	0	16,208.78	0	16,628.78	0	18,308.78	0	
23	13.70	0	16,296.15	0	16,506.15	0	16,926.15	0	18,606.15	0	
24	13.95	0	16,593.53	0	16,803.53	0	17,223.53	0	18,903.53	0	
25	14.20	0	16,890.90	0	17,100.90	0	17,520.90	0	19,200.90	0	
		0	1		6		0		4		

*See Article 4 – Benefit Section D – 8.

*Agreement between the Superintendent of Schools and the
Sharon Springs Teachers' Association (2007-2011)*

B. SALARY SCHEDULES- Teachers Assistants':

		1		2		3		4		5	
2009-2010				1189.5 hrs		A + \$210 +6 cr hours		A + \$630 +18 cr hours		A + \$2,310 + AAS Degree	
STEP	Hourly Rate	Level 1		Level 2		Level 3		Level 4			
		A		B		C		D			
1	8.25	0	9,813.38	0	10,023.38	0	10,443.38	0	12,123.38	0	
2	8.60	0	10,229.70	0	10,439.70	0	10,859.70	0	12,539.70	0	
3	8.95	0	10,646.03	0	10,856.03	0	11,276.03	0	12,956.03	0	
4	9.30	0	11,062.35	1	11,272.35	1	11,692.35	0	13,372.35	0	
5	9.55	0	11,359.73	0	11,569.73	0	11,989.73	0	13,669.73	1	
6	9.80	0	11,657.10	0	11,867.10	0	12,287.10	0	13,967.10	0	
7	10.05	0	11,954.48	0	12,164.48	2	12,584.48	0	14,264.48	0	
8	10.30	0	12,251.85	0	12,461.85	0	12,881.85	0	14,561.85	0	
9	10.55	0	12,549.23	0	12,759.23	0	13,179.23	0	14,859.23	0	
10	10.80	0	12,846.60	0	13,056.60	0	13,476.60	0	15,156.60	0	
11	11.05	0	13,143.98	0	13,353.98	0	13,773.98	0	15,453.98	0	
12	11.30	0	13,441.35	0	13,651.35	1	14,071.35	0	15,751.35	0	
13	11.55	0	13,738.73	0	13,948.73	0	14,368.73	0	16,048.73	3	
14	11.80	0	14,036.10	0	14,246.10	0	14,666.10	0	16,346.10	0	
15	12.05	0	14,333.48	0	14,543.48	0	14,963.48	0	16,643.48	0	
16	12.30	0	14,630.85	0	14,840.85	0	15,260.85	0	16,940.85	0	
17	12.55	0	14,928.23	0	15,138.23	0	15,558.23	0	17,238.23	0	
18	12.80	0	15,225.60	0	15,435.60	1	15,855.60	0	17,535.60	0	
19	13.05	0	15,522.98	0	15,732.98	0	16,152.98	0	17,832.98	0	
20	13.30	0	15,820.35	0	16,030.35	0	16,450.35	0	18,130.35	0	
21	13.55	0	16,117.73	0	16,327.73	0	16,747.73	0	18,427.73	0	
22	13.80	0	16,415.10	0	16,625.10	1	17,045.10	0	18,725.10	0	
23	14.05	0	16,712.48	0	16,922.48	0	17,342.48	0	19,022.48	0	
24	14.30	0	17,009.85	0	17,219.85	0	17,639.85	0	19,319.85	0	
25	14.55	0	17,307.23	0	17,517.23	0	17,937.23	0	19,617.23	0	
		0		1		6		0		4	

*See Article 4 – Benefit Section D – 8.

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B. SALARY SCHEDULES- Teachers Assistants':

		1		2		3		4		5	
2010-2011				1189.5 hrs		A + \$210 +6 cr hours		A + \$630 +18 cr hours		A + \$2,310 + AAS Degree	
STEP	Hourly Rate	Level 1		Level 2		Level 3		Level 4		Level 4	
		A		B		C		D			
1	8.50	0	10,110.75	0	10,320.75	0	10,740.75	0	12,420.75	0	
2	8.85	0	10,527.08	0	10,737.08	0	11,157.08	0	12,837.08	0	
3	9.20	0	10,943.40	0	11,153.40	0	11,573.40	0	13,253.40	0	
4	9.55	0	11,359.73	0	11,569.73	0	11,989.73	0	13,669.73	0	
5	9.90	0	11,776.05	1	11,986.05	1	12,406.05	0	14,086.05	0	
6	10.15	0	12,073.43	0	12,283.43	0	12,703.43	0	14,383.43	1	
7	10.40	0	12,370.80	0	12,580.80	0	13,000.80	0	14,680.80	0	
8	10.65	0	12,668.18	0	12,878.18	2	13,298.18	0	14,978.18	0	
9	10.90	0	12,965.55	0	13,175.55	0	13,595.55	0	15,275.55	0	
10	11.15	0	13,262.93	0	13,472.93	0	13,892.93	0	15,572.93	0	
11	11.30	0	13,441.35	0	13,651.35	0	14,071.35	0	15,751.35	0	
12	11.65	0	13,857.68	0	14,067.68	0	14,487.68	0	16,167.68	0	
13	11.90	0	14,155.05	0	14,365.05	1	14,785.05	0	16,465.05	0	
14	12.15	0	14,452.43	0	14,662.43	0	15,082.43	0	16,762.43	3	
15	12.40	0	14,749.80	0	14,959.80	0	15,379.80	0	17,059.80	0	
16	12.65	0	15,047.18	0	15,257.18	0	15,677.18	0	17,357.18	0	
17	12.90	0	15,344.55	0	15,554.55	0	15,974.55	0	17,654.55	0	
18	13.15	0	15,641.93	0	15,851.93	0	16,271.93	0	17,951.93	0	
19	13.40	0	15,939.30	0	16,149.30	1	16,569.30	0	18,249.30	0	
20	13.65	0	16,236.68	0	16,446.68	0	16,866.68	0	18,546.68	0	
21	13.90	0	16,534.05	0	16,744.05	0	17,164.05	0	18,844.05	0	
22	14.15	0	16,831.43	0	17,041.43	0	17,461.43	0	19,141.43	0	
23	14.40	0	17,128.80	0	17,338.80	1	17,758.80	0	19,438.80	0	
24	14.65	0	17,426.18	0	17,636.18	0	18,056.18	0	19,736.18	0	
25	14.90	0	17,723.55	0	17,933.55	0	18,353.55	0	20,033.55	0	
		0		1		6		0		4	

*See Article 4 – Benefit Section D – 8.

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C. SALARY SCHEDULES- Nurse:

STEP	2007-08	1330 hrs	2008-09	1330 hrs	2009-10	1330 hrs	2010-11	1330 hrs
	Hourly Rate	Annual	Hourly Rate	Annual	Hourly Rate	Annual	Hourly Rate	Annual
	A		B		C		D	
1	16.85	22,411	17.20	22,876	17.55	23,342	17.90	23,807
2	17.16	22,823	17.52	23,307	17.89	23,791	18.25	24,275
3	17.42	23,169	17.85	23,736	18.22	24,239	18.60	24,743
4	17.68	23,514	18.12	24,095	18.56	24,685	18.95	25,209
5	17.94	23,860	18.39	24,455	18.84	25,059	19.30	25,673
6	18.20	24,206	18.66	24,815	19.12	25,433	19.60	26,062
7	18.46	24,552	18.93	25,174	19.40	25,807	19.89	26,451
8	18.72	24,898	19.20	25,534	19.69	26,181	20.18	26,839
9	18.98	25,243	19.47	25,894	19.97	26,555	20.47	27,228
10	19.24	25,589	19.74	26,253	20.25	26,929	20.76	27,617
11	19.50	25,935	20.01	26,613	20.53	27,303	21.06	28,006
12	19.76	26,281	20.28	26,972	20.81	27,677	21.35	28,395
13	20.02	26,627	20.55	27,332	21.09	28,051	21.64	28,784
14	20.28	26,972	20.82	27,692	21.37	28,425	21.93	29,173
15	20.54	27,318	21.09	28,051	21.65	28,799	22.23	29,562
16	20.80	27,664	21.36	28,411	21.93	29,173	22.52	29,951
17	21.06	28,010	21.63	28,771	22.22	29,547	22.81	30,340
18	21.32	28,356	21.90	29,130	22.50	29,921	23.10	30,729
19	21.58	28,701	22.17	29,490	22.78	30,295	23.40	31,118
20	21.84	29,047	22.44	29,849	23.06	30,669	23.69	31,507
21	22.10	29,393	22.71	30,209	23.34	31,043	23.98	31,896
22	22.36	29,739	22.98	30,569	23.62	31,417	24.27	32,285
23	22.62	30,085	23.25	30,928	23.90	31,791	24.57	32,674
24	22.88	30,430	23.52	31,288	24.18	32,165	24.86	33,063
25	23.14	30,776	23.80	31,648	24.47	32,540	25.15	33,452

*See Article 4 – Benefit Section D – 8.

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D. Graduate Credit Compensation:

1. Teachers shall be paid at the rate of \$50.00 for each credit hour.
2. Teachers shall secure advanced written approval from the Superintendent prior to the commencement of the proposed study once a Master's Degree and six (6) additional graduate credits have been obtained. Courses will be taken at the graduate level through fully accredited institutions of higher education.
3. Additional graduate courses will be approved by the Superintendent in order to promote life long learning, provided the courses:
 1. Are in the teaching assignment area in which the teacher is working and have relevance to that assignment area;
 2. Are in additional areas of education in which the District has a need;
 3. Are courses meeting New York State requirements for certification as a District level administrator.
4. Should, for any reason, the Superintendent not render approval, the Association will have the opportunity to appeal to the Board of Education within a time period of thirty (30) calendar days.
5. Mutually agreed upon study: Should the District and teacher mutually agree that further study at the graduate or undergraduate level is desirable for certification and/or to obtain highly qualified status, a discussion will be held between the parties regarding compensation for such study. For undergraduate courses, the District will pay tuition and fees, but will not pay for textbooks or related expenses. For graduate level courses, teachers will be given the option of tuition payment or graduate credit compensation. The teacher will not receive compensation for both. Should the teacher leave the District on his/her own accord within a five (5) year period after receiving tuition payments, the teacher will be required to repay the District a pro-rated amount, based on the remainder of the five year period.
6. Compensation for existing graduate credit hours, beyond the Master's degree, which have been earned and approved prior to June 30, 2007 will continue to be compensated by the District and will not be subject to the above limitations. (Section Four; Article D (A – E)).
7. Graduate Credit shall not be extended to teachers' assistants or the school nurse. However, tuition for college courses up to a maximum of 6 credit hours per year that are job related and pre-approved by the superintendent will be 100% reimbursed if a grade of "B" or better is awarded. A paid tuition bill must be submitted with a claim form. Teachers' assistants and school nurses who receive tuition assistance from the District will return 50% of

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such assistance in the event that they leave the district any time in year following receipt of the tuition assistance.

8. Longevity Bonus

Teachers:

A yearly \$500 stipend will be granted to all teachers with more than 25 years of service. A voucher must be submitted by the teacher before June 1, of the calendar year.

Teachers' Assistants/School Nurse:

A yearly \$300 stipend will be granted to all teachers' assistants and school nurses with more than 25 years of service. A voucher must be submitted by the teacher assistant/school nurse before June 1, of the calendar year.

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ARTICLE V - EXTRA PAY FOR EXTRA DUTIES

Description	2006/2007	2007/2008	2008/2009	2009/2010	2010/2011
Book Store	488	507	528	549	571
Central Treasurer	1,423	1,479	1,539	1,600	1,664
FBLA	677	704	733	762	792
FFA	677	704	733	762	792
Middle School FFA		500	520	541	562
FHA	677	704	733	762	792
Eighth Grade Advisor	677	704	733	762	792
Freshman Class	677	704	733	762	792
High School Select Chorus	803	835	868	903	939
Jazz Band Director	803	835	868	903	939
Junior Class	1,268	1,319	1,372	1,426	1,484
Marching Band Color Guard	803	835	868	903	939
Marching Band Director	214	223	232	241	250
Mentoring	800	832	865	900	936
Middle School Activity Committee	488	507	528	549	571
Music Director	2,881	2,997	3,116	3,241	3,371
National Honor Society	488	507	528	549	571
Odyssey of the Mind	488	507	528	549	571
Poster Club	488	507	528	549	571
RPG Club		500	520	541	562
SADD	677	704	733	762	792
Science Club	677	704	733	762	792
Senior Class	1,273	1,324	1,377	1,432	1,489
Sophomore Class	677	704	733	762	792
Spanish Club	677	704	733	762	792
Student Council	943	981	1,020	1,061	1,103
Varsity Club	488	507	528	549	571
Yearbook	1,809	1,881	1,956	2,034	2,116
Athletic Director	4,085	4,249	4,418	4,595	4,779
Baseball- Boys Modified	1,417	1,473	1,532	1,594	1,657
Baseball- Boys Varsity	3,066	3,189	3,316	3,449	3,587
Basketball- Boys JV	2,828	2,941	3,058	3,181	3,308
Basketball- Boys Modified	1,571	1,634	1,699	1,767	1,838
Basketball- Boys Varsity	3,773	3,924	4,081	4,244	4,414
Basketball- Girls JV	2,828	2,941	3,058	3,181	3,308
Basketball- Girls Modified	1,571	1,634	1,699	1,767	1,838
Basketball- Girls Varsity	3,773	3,924	4,081	4,244	4,414
Cheerleading- JV & Varsity	2,121	2,206	2,294	2,386	2,481
Soccer- Boys Modified	1,417	1,473	1,532	1,594	1,657
Soccer- Boys Varsity	3,066	3,189	3,316	3,449	3,587
Soccer- Boys JV	2,828	2,941	3,058	3,181	3,308
Soccer- Girls Modified	1,417	1,473	1,532	1,594	1,657
Soccer- Girls Varsity	3,066	3,189	3,316	3,449	3,587
Softball- Girls Modified	1,417	1,473	1,532	1,594	1,657
Softball- Girls Varsity	3,066	3,189	3,316	3,449	3,587

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Scorekeepers and time keepers \$25 per game.

ARTICLE V - EXTRA PAY FOR EXTRA DUTIES, continued

1. Any new activity need not be considered for extra pay until it has been in existence for one year and has been proven to fill a need in the total school program.
2. Unit members who are assigned to be on duty at extra-curricular activities (other than those for which they may already be getting paid for will receive \$15.00 per hour.
3. "In-home" teaching duties (tutoring) shall be compensated at the rate of \$25.00 per hour.
4. Coaches and advisors who have coached/worked in the same sport/activity in the District will receive longevity increments for each five years they have been a coach or advisor in that activity. They will receive for: five or more total years in the same activity, an additional 10% of their current stipend; ten or more years in the same activity, an additional 20% of their current stipend; and fifteen or more years in the same activity, an additional 30% of their current stipend. The years are cumulative but do not have to be continuous and the longevity also applies to modified sports.
5. Teachers who have been given prior approval by the administration for participation in Curriculum Writing Projects, Committee Work, and Workshop Presentations (other than those for which they may already be getting paid), shall be compensated at the rate of \$25.00 per hour unless the pay is stipulated by a specific grant. This does not preclude teachers from volunteering for other committees/projects.
6. Teachers will be selected pursuant to the Mentor/Mentee Policy to serve as mentors for 1st year teachers, and shall receive the stipend listed in the Extra Pay for Extra Duties Schedule.
7. Extra Pay for Extra Duties shall not apply to teachers' assistants or the school nurse for Article V, Sections 3,5 & 6.
8. In the event that substitute teachers cannot be located and assigned from an approved substitute list, the District shall have the option of assigning a teacher assistant to substitute. When this occurs, and the assistant substitutes for at least a half day, the assistant shall receive their regular salary and an additional stipend of \$20 for a full day, or \$10 for a half day of such substitute coverage. In no case will the assistant receive less than the approved rate for substitute teachers as established by the District.

ARTICLE VI, BENEFITS

A. Health Insurance:

The School District shall make available to the members of the bargaining unit the Empire Blue Cross Matrix, Empire Blue Cross PPO, MVP HMO, CDPHP HMO, or an equivalent plan.

The rate of contribution of the District shall be 100 percent of the charge on account of individual coverage and 75 percent of the charge for dependent coverage.

B. Prescription Insurance

The district will provide prescription plan insurance with the health insurance plan selected by each participant. The premium cost from each member's plan will accumulate to a contractual ceiling. The District will increase the ceiling for prescriptions to \$86,128 (2007-2008), \$89,573 (2008-2009), \$93,156 (2009-2010), \$96,882 (2010-2011). Any difference beyond the above stated amounts shall be paid by the plan participants. Should the number of unit members exceed the number at the start of the contract, the District will raise the cap proportionally.

C. Dental and Optical Insurance

1. The Delta Dental Plan and Davis Vision Plan or equivalent shall be provided to unit members. The District's rate of contribution will be \$41,407 (2007-2008), \$43,063 (2008-2009), \$44,785 (2009-2010), \$46,577 (2010-2011). Any difference beyond the above stated amounts shall be paid for by the plan participants.
2. The District's responsibility is solely to administer the program and it shall have no liability beyond the above listed figures, in so administering the program, to any employee or group of employees or any third party.
3. This program shall not cover any past, present, or future retired members of the professional staff.

- D. Bargaining unit members who are eligible for immediate retirement pursuant to the rules and regulation of the New York State Teachers' Retirement System and who retire from the District pursuant to those rules and regulations, with a minimum of 10 years of total full-time services**

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equivalent with the district, shall receive health insurance benefits in retirement of 100% Individual and 50% Family.

ARTICLE VI, BENEFITS, continued

- F. Health Insurance and/or Dental and Optical Insurance Buy-Out (Optional)
1. Unit members eligible for enrollment in the District's health insurance Dental plans and/or Optical Insurance plans who are otherwise insured, may opt out of one or all of these plans and receive a payment of 25% of the average individual premium costs of said plan(s) offered by the District. Such payment shall be made by the District in two installments, the first to be made on or before November 1st and the second to be made on or before May 1st of each year of buy-out.
 2. The application and proof of alternative health care coverage shall be provided to the Superintendent in writing each year by June 1st in order to opt out as of July 1st.
 3. Re-entry into the District's health insurance program shall be allowed at any time, subject only to waiting period or open enrollment period, if any, of the District's health insurance program rules and regulations.
 4. Re-entry into the District's health insurance program shall be conditional upon the unit member's repaying the portion of the amount applicable for the remaining month(s) in the school year, as well as any penalties imposed by the insurance company. In the event that the employee's services are terminated for whatever reason or the employee is granted an unpaid leave, the employee shall be required to repay the portion of the amount applicable for the remaining months in the school year as well as any penalties imposed by the insurance company.
 5. The District shall survey the bargaining unit members by April 1 of each year to determine if the Buy-out option will be cost effective and will be offered for the next year by May 1. The decision to offer the Buy-out option will be made exclusively by the District.
- G. The parties agree to establish a joint committee for the purpose of reviewing health insurance plans, providers and premium costs. The Committee shall be comprised of an equal number of representatives from each party, but no more than three members per side.

ARTICLE VII, LEAVE POLICIES

A. Short Term Leaves

1. Sixteen days of leave per year will be allowed for all employees, accumulative to 180 days. These days may be used for personal sickness. When cumulative personal sick leave has been used up, an additional thirty (30) working days will be granted and only the cost of a substitute's pay will be deducted from the unit member's salary.

2. **Illness or Death in Family and Personal Business**

From the appropriate sick leave credit granted (as defined in A-1) each member of this negotiating unit will be allowed ten (10) days "working days" of absence in any one school year for reason of serious illness requiring bedside or household attention by the employee or death in the immediate family (immediate family being parent, grandparent, parent-in-law, sister or sister-in-law, brother or brother-in-law, wife, husband, child, step-child, daughter-in-law, son-in-law, grandchild or guardian) or in the immediate household (including any person who has established a home with such staff member). Four (4) days of "working days" fall within the following guidelines.

"Personal business days" are a privilege extended by contractual agreement to the teaching staff, to enable a staff member to accomplish business which, through no fault of his own, falls on a scheduled school day, without resultant monetary loss. The use of these days shall not extend to the following:

- a. To accomplish business of a nature that could be accomplished or scheduled at another time.
- b. To extend or be used as a vacation period.
- c. To follow a vocational interest.

Request for personal leave shall be made 48 hours in advance, when possible.

ARTICLE VII, LEAVE POLICIES, continued

3. A doctor's certificate may be required for three consecutive days or more of absence and when more than 25% of the unit members are absent on one day, a doctor's certificate is required for the next day except when the administration deems such certification unnecessary.
4. All sick pay shall terminate upon exhausting the aforesaid benefits. Any deductions in a pay period for which the unit member has a benefit due shall be deducted on a basis of 1/200 of annual salary for each day no benefit is due.
5. Time necessary for the appearance in any legal proceeding connected with the unit member's employment or with the school system or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved, a unit member taking such leave shall reimburse the school district for any fees he/she receives as a witness.
6. A unit member absent because of disability due to injury suffered while in the discharge of school duties shall not suffer loss of pay nor shall deduction be made against such leave up to six (6) months.
7. The Superintendent shall, at the beginning of the school year file with the clerk of the school district and deliver to each unit member a statement of the sick leave used and also the unused accumulated sick leave.

B. Sabbatical Leave

1. The Board of Education may grant sabbatical leaves to applicants who meet the following eligibility requirements:
 - a. Applicant is a tenured unit member who has served six consecutive years of full-time service in the Sharon Springs Central School District by the time the written application is submitted for consideration by the Board of Education.
 - b. Applicant agrees to return to employment in the District for at least one school year immediately following the sabbatical leave, or repay the pay received during the sabbatical leave.
 - c. Applicant submits a request for sabbatical leave by December 1 prior to the school year for which the leave is requested.

ARTICLE VII, LEAVE POLICIES, continued

2. Sabbatical leave may be granted for the sole purpose of further education in the teaching profession or in any related field specifically approved by the Board of Education.
3. Sabbatical leave pay shall be at the rate of full pay for half year or half pay for full year.
4. Sabbatical leaves shall not apply to unit teachers' assistants or the school nurse.

C. Maternity or Child Rearing Leave

1. The first request for a maternity or child rearing leave shall be granted upon written request for a period of up to two (2) years for the purpose of caring for a child. Upon expecting another child, a one year extension may be granted. A unit member, then, must return for at least one semester prior to being eligible for additional maternity/child rearing leave. Maternity/child rearing leaves shall be limited to not more than one year for each additional pregnancy. Said leave shall be without pay, and shall end at the beginning of either semester during a given school year or following a 30 day written notice to the District expressing desire to return to work other than at the beginning of a semester.

A unit member shall notify the District of the intention to take a maternity or child rearing leave at least ninety (90) days in advance of the date the leave is to commence, and of the anticipated return date, consistent with the first sentence herein. If the pregnancy is interrupted, the leave may be terminated upon written request accompanied by a physician's certification that the unit member is physically fit to resume work. Consistent with N.Y.S. Education Law, a school district may require a confirming opinion by a school physician.

Child rearing leave shall be granted to a male or female employee who is the primary care giver in rearing the child. In the case of adoption, the unit member shall notify the District at least ninety (90) days in advance of the date an adoptive child is expected to be available, his or her intent to take this leave, and the anticipated return date consistent with the first sentence herein. The ninety (90) day notice may be waived in an emergency. An adopting parent shall notify the District immediately upon receipt of notification that a child is available for him or her to adopt on a specific date. After an interrupted pregnancy or in the event an adoption agreement is revoked, a minimum of thirty (30) days notice to the District must be given in order for the unit member to return to or remain in his or her position of employment.

ARTICLE VII, LEAVE POLICIES, continued

2. For non-tenured unit members, maternity or child rearing leave shall not serve in lieu of service in meeting the requirements for serving the full probationary period. A unit member will not accumulate additional leave days during the maternity or child rearing leave.

D. Additional Leave

1. Additional leave may be granted at the discretion of the Board.
2. All benefits to which a unit member was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same tenure area, which he/she held at the time said leave commenced. A unit member who returned from such leave will be placed on the same level of the salary schedule to which he/she was entitled when the leave commenced, except that a unit member having served at least five (5) consecutive months in the school year in which the leave commenced shall also be placed on the next higher level of the salary schedule.
3. All requests for leaves, extensions, or renewals of leave shall be applied for in writing.

E. Family Medical Leave Act

The District agrees to make the FMLA coverage available to all eligible teachers' assistants or school nurse that work at least 1000 hours per contract year. The twelve-week leave available to employees under this law shall begin on the first day of leave taken.

ARTICLE VIII, SICK LEAVE BANK

A Sick Leave Bank is hereby established to operate by the following regulations:

1. There will be a Board of Directors in charge of executing all business of the bank.
2. The Board of Directors will consist of two members of the Association and one member appointed by the Superintendent.
3. Each unit member will be eligible to participate after two years of continuing service in the District. Eligible unit members may also choose not to participate in the sick bank.
4. Unit members will be accepted into the Bank only in the month of September, or within thirty days of the completion of the second year of service.
5. Voluntary deposits of three days from each unit member's sick leave will be requested as they enter the bank. One day will be deposited from the unit member's sick leave for each of the next three consecutive years.
6. Any participating member wishing to withdraw will forfeit any days he has contributed.
7. The Sick Leave Bank will be restricted to extended catastrophic illness requiring medical attention and hospital care.
8. Participating members may only borrow days after their own sick leave time has been depleted as defined in Article VII, A-1.
9. Applications for use of sick bank days should be submitted as soon as the need becomes apparent, and be signed by the unit member and physician. The District may request verification of need for sick leave bank days through its own school physician.
10. As a sick bank member, one may borrow a maximum of 90 days during one school year.
11. An individual whose illness extends into a second year must reapply to the bank.

ARTICLE VIII, SICK LEAVE BANK, continued

12. Members borrowing days will be requested to repay the bank at the rate of 3 days per year.
13. All days that remain in the bank at the end of the year shall be carried over into the following school year.
14. Annual reports from the Board of Directors must be submitted to both the Association and the District.
15. Decisions of the sick leave bank Board of Directors shall not be subject to the Grievance Procedure.

ARTICLE IX, TEACHER EMPLOYMENT

A. Newly Employed Personnel

1. Newly employed personnel shall not be hired on a salary step greater than that step placement for presently employed unit members with similar service credit.
2. Unit members shall attend a "pre-school" opening orientation day at the discretion of the administration. Association representatives shall be permitted to attend, be given time to speak, and distribute dues deduction forms.
3. Within ten (10) working days following the official District action to hire, the Association President shall be given the appointee's name, address and telephone number together with notification of number of prior service credit by category (teaching, military, work experience, etc.), step placement, degrees claimed and the title of the position.

B. Unit members shall not be required to perform the tasks of absent unit members. The school district shall have the responsibility of obtaining substitutes.

C. Notification of the intent to terminate probationary unit members shall be given by the first school day in April prior to the termination. Dismissals to be valid must be consistent with the provisions of this Agreement.

D. Transfers

1. Unit members who desire a change in level and/or subject assignment may inquire at any time to ascertain the possibility of such a vacancy in the following year and may file a written statement of such desire with the Superintendent. Such statement shall include level and/or subject to which he/she desired to be transferred, in order of preference. Whenever the Superintendent knows of a vacancy, he/she will notify the unit member(s) who has (have) filed a notification of interest. A copy of the notification of vacancy simultaneously shall be delivered to the President of the Association.
2. As soon as practicable, each applicant shall be notified as to who has been appointed to each position. A copy of the notification shall be delivered to the President of the Association.

ARTICLE IX, TEACHER EMPLOYMENT, continued

3. In the determination of requests for voluntary reassignments and/or transfers, the wishes of the individual unit member will be honored to the extent that they do not conflict with the instructional requirements. The determination as to which unit member is to receive the appointment shall be made on the basis of sound educational policy.
 4. Promotional positions are defined as follows:
 - a. Positions not on the basic salary schedule for unit members and/or positions on the administrator supervisory level including but not limited to positions as supervisor, director, principal, assistant principal, department head, counselor, coordinator, coach, business manager, etc.
 - b. All vacancies in promotional positions as defined in 4 (a) above shall be posted in all faculty rooms, clearly setting forth a description of and the qualifications for the position.
 - c. Copies of all notices of posting as required in this section shall be delivered to the President of the Association at or before the time of posting. Vacancies shall not be filled until ten (10) working days have elapsed following posting.
 - d. When vacancies develop during the months of July and August or during holiday periods extending more than five consecutive days, posting may be implemented by delivering the posting notice to the President of the Association or a person designated by him.
- E.
1. Teaching salary notices are to be issued to the faculty on or before the first conference day in September, or promptly after negotiations are complete, whichever is later. These shall include step and salary. Notification of tentative subjects and grade level assignment shall be forwarded to the unit member in writing by June 30.
 2. Assignment of extra pay duties shall be made on or before the first day of school in October.

ARTICLE IX, TEACHER EMPLOYMENT, continued

3. When a teaching vacancy occurs or a new position is created within the school system, a notice of opening shall be posted in the unit members' room giving opportunity to apply for the position.
- F. A notice of summer school positions shall be posted in the teachers' room. A copy of the summer program will be available to the Association. These positions shall be open to application from any staff member qualified in the area of instruction being offered. Application forms will be made available.
- G. All conditions of employment and general working conditions shall be maintained at not less than the highest minimum standards in effect in the school at the time this agreement is executed, provided that such conditions shall be improved for the benefit of unit members as required by this agreement. This agreement shall not be interpreted or applied in any manner which will in any way deprive unit members of professional and/or employment benefits and/or advantages heretofore enjoyed, except as required by this agreement.
- H. The District will finance the cost, for each unit member, of a physical exam conducted by the school physician once every three years.

ARTICLE X, TEACHER WORKLOAD

A. Work Day

1. a. Unit members work day shall commence at 8:00 a.m. and end at 3:00 p.m., provided that the hours of work required do not exceed seven (7) hours. All teachers shall be available for one hour after dismissal for consultation by appointment with parents or guardians of students under their supervision.

Teachers' Assistants who work pre-approved hours outside of 8:00 a.m. – 3:00 p.m. must fill out time cards to be compensated.

- b. The District and Association are in agreement on the importance of appropriate unit representation at curricular events that fall outside of the contractual workday and recognize it as a professional responsibility. As such, the Association will work with their membership to encourage teacher attendance at curricular events related to the individual teacher's curricular area. The Association and District administration will meet as needed to review this effort and to maintain a positive spirit of working together. Examples include, but are not limited to: Elementary Open House, Eighth Grade Parent Orientation, Parent/Teacher Conferences. Participation in these activities are outside of paid chaperone duties and will not displace the paid chaperones that will be at these events.
2. Each member of the bargaining unit shall have at least 30 continuous minutes for lunch free from assigned duties. Such lunch period shall fall within the time frame schedule for student lunches.
3. Teachers will have a planning period of 40 minutes per day free from other assigned duties; however teachers' assistants and the school nurse will not receive a planning period.

B. Work Year

1. The Superintendent will review the proposed school calendar with a designee of the Association before adoption by the Board.
2. The work year shall not exceed 183 days and shall include five (5) Superintendent's Conference days.
3. Unused snow days will be returned as extensions of weekends or holidays.

ARTICLE X, TEACHER WORKLOAD, continued

- C. When a pay date falls on a holiday or recess, paychecks will be mailed if a self-addressed envelope is left in the school office prior to the holiday or recess. The final paychecks will be issued during the last week of school.
- D. The daily maximum salary of substitutes shall not exceed 1/180 of Step 1, Schedule A.
- E. Teachers shall have the option of receiving salary checks at either 1/22 or 1/26 of the annual salary, such checks to be issued every two weeks on Thursday during the months of September through June inclusive. Those choosing the 1/26 plan must file written authorization not later than 3:30 p.m. the first instructional day of school. The last check in June for those choosing the 1/26 option shall be for the balance of annual salary. The last check shall be issued no later than during the last week of school.

ARTICLE XI, UNIT MEMBER PROTECTION

Inasmuch as it is recognized that teachers are most essential to the educational progress of students, teachers shall be afforded all rights and protection necessary to maintain their status and role in the educational process.

In particular this shall mean:

1. No unit member shall suffer any professional disadvantage of inconvenience by reason of his/her membership in the Association or participation in its activities.
2. Any complaints by parents or a student that are directed toward a unit member which becomes a matter of record shall be brought to the attention of the unit member concerned. No derogatory letters or reports will be placed in a unit member's file without the unit member's knowledge and an opportunity to make a written statement of defense to be attached to the derogatory statement or report.
3. No tenured unit member shall be discharged or otherwise disciplined, reduced in rank or compensation, deprived of any professional advantage, or have an adverse evaluation placed in their personnel file, except for just cause.
4. Each unit member shall, at all times, be given the opportunity of having a representative of the Association present (and shall be so informed), at formal meetings or hearings where he/she may be reprimanded, dismissed, warned, disciplined, or deprived of monetary or professional advantages.
5. When a complaint is lodged against a unit member, the unit member shall be notified of the complaint immediately and thereafter shall have the right to confront the complainant.
6. No unit member shall be disciplined or reprimanded in the presence of students.
7. At the end of the probationary period, a unit member shall be notified in writing by the District of his/her appointment to the tenure status and of the area in which tenure is granted. If a unit member, having attained tenure, accepts a position within the system outside of his/her tenure area, he/she shall be granted tenure in the new position at the end of two (2) years. A unit member shall retain the right to return to his/her former tenure area during the probationary period.

ARTICLE XI, UNIT MEMBER PROTECTION, continued

8. School authorities shall protect all teachers, student teachers, and members of the supervisory and administrative staffs or employees from financial loss arising out of claims, demands, suits or judgments, because of alleged or actual negligence providing such persons were, at the time in question, acting within the scope and period of employment or as authorized by the school authorities.

ARTICLE XII

EDUCATIONAL IMPROVEMENT

- A. In order to continue existing policy to maintain and improve professional standards, time to attend Retirement Board, NYSUT or other professional conferences, workshops and committee meetings to which any teacher has been duly elected or appointed may be granted without loss of pay or deduction from the time allotted for other leaves. Reimbursement of expenses for attendance at such conferences or meeting shall be in accordance with District policy.
- B. Teachers shall be consulted concerning texts or other materials pertinent to their subject areas.
- C. Teachers shall be notified concerning any reduction in their yearly requisitions and allowed to designate priorities.

ARTICLE XIII, TAX SHELTERED ANNUITIES

- A. The District shall purchase annuities for employees in accordance with the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended.
- B. The District shall approve applications from employees for agreements with the school system for reductions in contract salary, the amount of such reduction to be remitted to the company specified by the employee. Additional companies may be added at the discretion of the Association and District.
- C. Annuities shall be purchased from companies selected by the Association, but unit members new to the District can continue previously contracted plans. When new companies are so added, other employees shall be entitled to purchase annuity plans from the added company or companies.
- D. Unit members may elect to purchase, discontinue or change amounts of annuities effective September 1 and/or January 1 of each year with form complete and to the Treasurer of the Board by the end of the first day of instruction in September or January.

ARTICLE XIV, CREDIT UNION

- A. The District shall participate in the First New York Federal Credit Union.
- B. The District shall approve applications from unit members for agreements with the school system for reductions in contract salary, the amount of such reduction to be remitted to the First New York Federal Credit Union.
- C. Unit members may elect to purchase, discontinue or change amounts of deductions effective September 1 and/or January 1 or each year with the form complete and to the Treasurer by the end of the first day of instruction in September or January.

ARTICLE XV, MISCELLANEOUS PROVISIONS

- A. The parties recognize this agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Negotiations shall immediately commence to preserve the intent of the provision within statutory limits.
- B. The District agrees that instructional duties or other related professional duties requiring New York State certification currently being performed by members of the bargaining unit shall not be performed by anyone outside said unit and, furthermore, new educational programs established by the District which require certification shall be performed only by members of said bargaining unit.
- C. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employee 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.

- D. Either party proposing changing the terms of this agreement shall present to the other party written changes identified by article and paragraph number corresponding with the article and paragraph number of this agreement. The party proposing such change shall provide the other party with ten (10) copies of such proposals.

ARTICLE XV, MISCELLANEOUS PROVISIONS, continued

E. Upon leaving the District, teachers will be reimbursed according to the following schedule:

1. After ten (10) years of service at Sharon Springs Central School, \$25.00 per day of accumulated unused sick leave.
2. After twenty (20) years of service at Sharon Springs Central School, \$28.00 per day of accumulated unused sick leave.
3. Upon retirement as defined by the New York State Teachers' Retirement System, and after twenty (20) years of service at Sharon Springs Central School District, \$30.00 per day of accumulated unused sick leave. If the retirement is a disability retirement, the twenty (20) year requirement is waived.
4. In the event a teacher, who has at least 20 years of service at SSCS, wishes to "retire" and does not meet the NYSTRS criteria, he/she may elect either the \$25.00 option or may apply to the Board, within 2 years of leaving, to claim the \$28.00 stipend, if:
 - a. They earned less than 40% of their final SSCS academic year salary as determined by the IRA Federal Tax Form.
 - b. Earned income does not include IRA, TSA, or other tax deferred pension instruments.

F. It is understood that the school nurse will work up to ten (10) additional days during the summer months (July and August) at the District's request. Compensation for the additional days have already been included in the nurse's salary and no additional compensation will be awarded.

G. Compensation for Unused Sick Leave for Teachers' Assistants/School Nurse

Requirements for compensation for unused sick leave at termination of employment are as follows:

- a. Eligible for immediate retirement under the Teachers' Retirement System and actually retiring.

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Sharon Springs Teachers' Association (2007-2011)*

- b. Ten (10) school years (100) months of service or over at Sharon Springs Central School.

 - c. In order to receive compensation within the same fiscal year, or at employee's option, to receive compensation in the next calendar year for tax purposes, the employee shall provide a letter of resignation to the Superintendent at least five (5) months prior to said termination, but no later than February 1 of the fiscal year of such retirement. The option of receiving compensation should be stated at the time of written notification of termination. When less than five (5) months, but at least three (3) months written notification of retirement is provided, the employee will receive payment in the next fiscal year.

 - d. Formula for computing sick leave compensation for non-teacher employee.
 - 1. Hours of normal work day multiplied by;
 - 2. Number of unused sick leave days accumulated equals;
 - 3. Total number of accumulated hours to be compensated at \$3.75 per hour.
- H. The District approved the New York State Retirement Option 41-J at the Board of Education Meeting, September 11, 2006.

ARTICLE XVI, GRIEVANCE PROCEDURE

1. Should a unit member or the Association claim that there has been a violation, misinterpretation or inequitable application of any of the provisions of this contract, then such claim shall be presented within twenty (20) school days and settled in the following manner:
 - a. Between Principal and unit member(s) by oral discussion of the claim. The Principal shall render a written decision within three (3) school days after the informal oral conference with the unit member(s). If the claim is not settled informally, then the unit member(s) shall furnish a written statement of the grievance to the Principal, within ten (10) school days for automatic referral to Step B.
 - b. Between the Superintendent and Association: The Superintendent shall hear and decide the matter within ten (10) school days. If the Association is not satisfied it may proceed to Step C within thirty (30) school days after the Superintendent has rendered his/her decision.
 - c. Between the Board of Education and the Association: The Board of Education shall hear and decide the matter within ten (10) school days. If the Association is not satisfied, it may proceed to Step D within thirty (30) school days after the Board of Education has rendered its decision. A copy of such request shall be forwarded to the Superintendent and the President of the Association. Costs of arbitration shall be borne equally by the Association and the District.
 - d. In the event the Association is not satisfied, it may refer the grievance to binding arbitration by requesting that the American Arbitration Association submit a panel of names from which an arbitrator may be chosen. In the selection of an arbitrator and the conduct of hearings, the Voluntary Labor Rules of the American Arbitration Association shall control.
2. The arbitrator's decision will be in writing and will set forth his findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement.

ARTICLE XVI, GRIEVANCE PROCEDURE, continued

3. Any of the time intervals provided for in this Article XIV may be changed by mutual consent.
4. All grievances may be presented in accordance with these procedures without coercion, interference, restraint, discrimination or reprisal.
5. The District shall designate a representative to keep and maintain an official grievance record of all grievances, which shall be available for inspection and/or copying by either party, but shall not be deemed a public record to such extent that it does not conflict with the requirement that the Board's minutes shall be public records. The official grievance record shall be kept separately from teacher's personnel folders.

ARTICLE XVII, UNIT MEMBER EVALUATION

1. The evaluation of educational personnel is undertaken for administrative purposes and in order to improve the instruction of all professional staff. Evaluations made for the purpose of improving instruction are the responsibility of all members of the professional staff. The Sharon Springs School Teachers' Association and the Board of Education recognize the ultimate desirability of increased teacher involvement in evaluation.
2. There shall be a minimum of three observations (at least one scheduled) per school year of non-tenured teachers by the Superintendent (or his designee). Observations which are to be followed by an evaluation report will be made with the knowledge of the teacher.
3. The use of the public address or audio systems and similar devices for teacher evaluation is not permitted.
4. A conference shall be held between teacher and observer within five (5) school days of the observation. Teachers will be given a copy of any written evaluation at least one day before a conference. No such report shall be submitted to Central Administration, placed in a teacher's file or otherwise acted upon without a prior conference with the teacher. Evaluations will be stored in the teacher's personnel file.
5. 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.
6. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
7. The Superintendent will evaluate tenured teachers' assistants annually. Non-tenured teachers' assistants will be observed three (3) times annually. Observations which are to be followed by an evaluation report will be made with the knowledge of the teachers' assistant.

**ARTICLE XVIII, TERMS RELATED TO EDUCATION OF THE
HANDICAPPED**

- A. The Sharon Springs Central School Committee on Special Education will include a District teacher.
- B. Where such a Parent Planning Conference takes place during the work day, associated duties shall not be in excess of the normal daily work load of the teacher. If the teacher is relieved of classroom duties or to take part in a Parent Planning Conference, a qualified substitute will be employed and no teacher will be required to assume the duties of the conference/teacher so relieved.
- C. The Association will be informed when any variance of regulation relative to programs for the handicapped is requested.

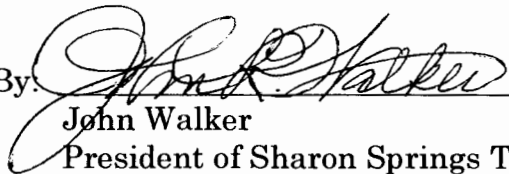
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ARTICLE XIX, DURATION OF AGREEMENT

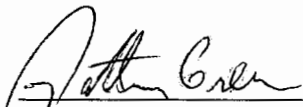
This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2011 or replaced by a successor agreement, but in no way shall the duration be for less than two years.

This Agreement is made and entered into on the 29th day of August, 2007.

FOR THE ASSOCIATION:

By: 
John Walker
President of Sharon Springs T.A.

FOR THE SCHOOL DISTRICT:

By: 
Patterson Green
Superintendent of Schools

