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AN AGREEMENT

Between

THE ENLARGED CITY SCHOOL DISTRICT

OF THE CITY OF

MIDDLETOWN, NEW YORK

AND

THE MIDDLETOWN TEACHERS ASSOCIATION

REGARDING THE TERMS AND CONDITIONS

OF EMPLOYMENT

Effective July 1, 2010
Through June 30, 2012

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
SECTION I - RECOGNITION AND PROCEDURES	1
PREAMBLE	1
ARTICLE I. RECOGNITION.....	1
ARTICLE II. PRINCIPLES.....	2
ARTICLE III. AREAS FOR DISCUSSION AND AGREEMENT.....	2
ARTICLE IV. PROCEDURES FOR CONDUCTING NEGOTIATIONS.....	2
ARTICLE V. IMPLEMENTATION AND AMENDMENT	3
SECTION II - TEACHER AND ASSOCIATION RIGHTS.....	3
SECTION III - TEACHING CONDITIONS.....	6
A. The School Day, Week, and Year	6
B. Teaching Hours, Teaching Load, and Class Size.....	9
C. Teaching Facilities	11
D. Classroom Interruptions	11
E. Teaching Controversial Issues	12
F. Discipline	13
G. Teacher Protection	13
H. Department Head Duties	14
I. Guidance Counselors	14
J. Head Coaches.....	14
K. Building Coordinators.....	14
SECTION IV - TEACHING ASSIGNMENTS.....	15
A. Assignment and Transfer	15
B. Hiring Preferences and Promotion of Staff.....	16
C. Abolishing Positions	17
D. Effect of Unforeseen Emergency.....	17
SECTION V - SUPERVISION, EVALUATION, AND CONTRACTUAL RESPONSIBILITIES.....	17
A. Supervision and Evaluation	17
B. Contractual Responsibilities	19
SECTION VI - GRIEVANCE PROCEDURE.....	20
A. Declaration of Purpose.....	20
B. Basic Principles.....	20

C.	Definitions.....	20
D.	Procedures.....	21
SECTION VII - LEAVES.....		26
A.	Sick Leave.....	26
B.	Records and Penalties	29
C.	Personal Leave	29
D.	Other Approved Leaves	31
E.	Sabbatical Leave	33
F.	Disability Benefit (Workers' Compensation).....	36
SECTION VIII - SALARY PROVISIONS		37
A.	Salary.....	38
B.	Step Placement.....	44
C.	Salary Adjustment for Earned Credits	45
D.	Step Credit for Prior Experience for the Entering Teacher.....	46
E.	Military Service Credit.....	46
F.	Certified Teachers Below a B.A.	46
G.	Fringe Benefits.....	47
H.	Substitutes	52
I.	District Tuition Credit.....	52
SECTION IX - GENERAL PROVISIONS		53
A.	In-Service Courses	53
B.	Professional Improvement	54
C.	Monthly Meetings	54
D.	Evaluation and Reporting.....	56
E.	Budget.....	56
F.	Mileage Compensation for Approved Out-of-District Travel	57
G.	Summer School	57
H.	Curriculum Changes	58
SECTION X - MISCELLANEOUS PROVISIONS OF CONTRACT		59
SECTION XI - DURATION OF CONTRACT		60
APPENDIX A.	Positions Not Included In The Bargaining Unit	61
APPENDIX B.	Grievance Form	62
APPENDIX C.	Coaching Stipends	63

APPENDIX D. Co- and Extra-Curricular Stipends.....66

APPENDIX E. Domestic Partner Affidavit.....69

AGREEMENT
ENLARGED CITY SCHOOL DISTRICT
of the
CITY OF MIDDLETOWN, N.Y.
and
MIDDLETOWN TEACHERS ASSOCIATION

SECTION I - RECOGNITION AND PROCEDURES

PREAMBLE

The Enlarged City School District of Middletown, New York (hereinafter referred to as the "District"), and the Middletown Teachers Association (hereinafter referred to as the "Association"), firmly believe that the primary function of the District and its professional staff is to assure each student attending the Middletown Schools the highest level of education opportunities obtainable. The District recognizes that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the District and its professional staff.

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the District and its professional employees represented by the Middletown Teachers 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 Middletown, New York, the District and the Association enter into this Agreement.

ARTICLE I. RECOGNITION

The District, having determined that the Middletown Teachers Association is supported by a majority of the teachers in a unit composed of all professional personnel except the Chief Executive Officer, and those listed in Appendix A, hereby recognizes the Middletown Teachers Association as the exclusive negotiating agent for the teachers in such unit. Evidence of membership in the Association may be in the form of a notarized membership list, signed designation cards, dues deduction authorization, or notarized statement attesting to membership by the treasurer of the Association.

ARTICLE II. PRINCIPLES

1. PROFESSIONAL TEACHING PERSONNEL. It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.
2. RIGHT TO JOIN OR NOT TO JOIN. It is further recognized that teachers have the right to join or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.
3. RIGHTS OF MINORITIES AND INDIVIDUALS. The legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting certificated personnel are in no way abridged by this Agreement.

ARTICLE III. AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the District and the Association to reach mutual understandings regarding matters related to terms and conditions of employment and adjustment of grievances. The District and the Association recognize that the Middletown Board of Education (hereinafter referred to as the "Board") is the legally-constituted body responsible for the determination of policies covering all aspects of the District's Public School System. The District recognizes that the Board 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. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE IV. PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. OPENING NEGOTIATIONS. Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. In any given school year, such request shall be made on or before February 1. At this meeting, both parties shall exchange written proposals. New proposals may be added at the second meeting, and any additional proposals may be added later only by mutual consent of both parties. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.

2. NEGOTIATING PROCEDURES. Meetings shall not exceed three (3) hours unless mutually agreed upon and shall be held at a time other than during the regular school day.

3. COMMITTEE REPORTS. The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the District and Association, it would be highly undesirable to release to news media information of specific nature about proposals and tentative agreements. However, both parties reserve the right to report progress in general.

ARTICLE V. IMPLEMENTATION AND AMENDMENT

This Agreement shall become effective upon its ratification by the Association and ratification by the District and ratification and approval by the Board of Education. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

SECTION II - TEACHER AND ASSOCIATION RIGHTS

A. The Association will have the right to use school buildings without cost at reasonable times for meetings. The Principal of the building in question will be notified in advance of the time and place of all such meetings. Approval shall not be unreasonably withheld.

B. The Association shall have the right to post notices on school bulletin boards used for faculty notices.

C. The second Wednesday of every month after the close of the school day will be reserved for Association meetings. The Association shall have the right to request four (4) additional Wednesdays during the school year for general membership meetings. These meetings will take precedence over all other school district meetings on this day. One month's written notice must be given to the District to request such additional meetings.

D. Office space shall be provided by the District.

E. The building representative(s) shall have the right to schedule Association building meetings before or after school.

F. The building representative(s) shall be provided time at all building faculty meetings to report on matters involving representation of the teachers by the Association.

G. The Association will have the right to place notices, circulars, and other material in teachers' mailboxes.

H. The District, upon request, shall provide the Association with the pertinent documents which will assist the Association in administering the contract. Such documents shall not include working documents nor confidential materials.

I. The President of the Association will be provided with copies of minutes of official board meetings and other documents related to the administration of the contract. Such documents shall not include working documents or confidential materials. The District will provide the President of the Association one-half (2) day per five (5) days per week free from all duties for devotion to Association affairs. If the President of the Association is a secondary school teacher, his/her released time will be two less teaching periods. The President must remain at his/her assigned building for four periods. Released time shall be scheduled by mutual agreement between the President of the Association and his/her building principal. He/she shall have no non-instructional responsibilities. Association officers (President, Vice-President, Secretary, and Treasurer) and senior building representatives (one per building) shall be released from normally scheduled non-instructional supervisory duties and shall be provided 45 consecutive minutes of released time each day for the purpose of conducting Association business.

J. A teacher at all times shall be entitled to have present a representative of the Association, upon request, when he/she is being reprimanded or disciplined for any alleged infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

K. The District agrees, under the terms set forth below, to deduct dues for the Association and its affiliates from the salaries of teachers who individually and voluntarily authorize such deductions on forms previously sanctioned by the District.

1. Such deductions shall be made in ten (10) equal and consecutive installments. Each of the installments is to be transmitted to the Association within one (1) week of the date of deduction. The first transmittal shall be accompanied by a listing of members for whom deductions have been made and the amount deducted for each.

2. No later than two (2) weeks prior to the first October payroll date, the Association shall certify to the District the following:

- a. The current rates of membership dues.
- b. The payroll periods for which dues are to be deducted.
- c. A list, and the original signed dues authorization cards, of those employees who have voluntarily authorized the deductions.

3. Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made in equal installments so that no unpaid balance remains after the last pay check in June.

4. An employee may withdraw his/her authorization any time by written notice received by the District at least two (2) weeks prior to the effective pay period with full remittance of the unpaid balance to the Association.

L. Teachers who are not members of the Association shall be required to pay an agency fee to the Association in an amount equivalent to Association dues. The District shall deduct the agency fee from the salaries of all non-Association members and shall transmit the sum so deducted to the Association at the same time and in the same manner as dues deducted from the salaries of Association members. Upon request of any teacher, the Association shall provide a detailed accounting of its expenditures to said teacher and the District. The Association represents that it has established and will maintain a procedure which provides for the refund, to any teacher who so demands, of any part of an agency fee deduction which represents that teacher's pro rata share of expenditures in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Association will provide the District with a copy of the refund procedure prior to the deduction of any agency fees pursuant to this provision. The Association shall indemnify and save and hold the District and any of its employees, representatives, officers and/or members of the Board of Education (collectively "employees") harmless against any and all claims, demands, suits or other forms of liability that may arise by virtue of the District's payment to the Association of the agency fee and its deduction of same from an employee's paycheck.

SECTION III - TEACHING CONDITIONS

A. The School Day, Week, and Year

1. School Day

The length of school day for all teachers shall be 7 hours and 15 minutes.

The District will continue to have a nine period day at the High School. Teachers will continue to be assigned instructional periods and duties as set forth in Section III (B)(8), a preparation period as set forth in Section III (B)(2) and a duty-free lunch period the equivalent of one period in duration. The District may utilize the ninth period to assign teachers to professional activities at its discretion.

The District will have the right to implement a nine period day at the middle school. In the event that a nine period day is implemented, teachers will continue to be assigned instructional periods and duties as set forth in Section III (B)(8), a preparation period as set forth in Section III (B)(2) and a duty-free lunch period the equivalent of one period in duration in the newly configured nine period day. The District may utilize the ninth period to assign teachers to professional activities at its discretion.

The Superintendent may delegate to the principals the responsibility for establishing a reasonable time before and after the start of classes during which teachers shall be in their classrooms. For special purposes, the Superintendent or Principal may require teachers to remain for a longer period of time, or, on special occasions, may require teachers to attend special evening meetings or programs.

2. School Week

The school week shall consist of five (5) full working days, Monday through Friday, excepting where legal holidays and vacation periods occur as provided in the school calendar. On special occasions, it may be necessary to ask teachers to come to school for a meeting or for curriculum work after normal hours. If this is necessary, the Superintendent shall have the right to request teachers to be present.

3. The School Year

a. The school year shall consist of a minimum of 180 school days as required by law. Teachers are employed as stipulated in agreements for a ten-month period annually from September 1 through June 30. The District may expect that any teacher employed on a ten-month agreement shall, if required, work for the full ten-month

period of time, provided however, that the District may not expect any teacher employed on a ten-month agreement to work for a period exceeding 187 workdays, exclusive of Parent Orientation Night, during that ten-month period. Within the 187 work days, employees shall be scheduled to work on one non-student attendance day, for non-instructional purposes, with one-half of that day to be building and/or District directed, and the other half to be teacher-directed. The day shall be scheduled between Labor Day and the last day of student attendance, on a day mutually agreed upon between the Superintendent and the Association President before the draft calendar is disseminated. It shall be the policy that a county school calendar adjusted to local conditions be adopted in the spring of each year for the following year listing working days for all teachers and days when school will be closed. Changes in the calendar may be required if school is closed for emergencies during the year. Before the adoption of the calendar, the Superintendent shall consult with the Association about its provisions. It is understood that the Association shall submit its views to the Superintendent no later than December 15.

The last day of school before Thanksgiving shall be a half day of work for all teachers.

b. In the event that the Commissioner of Education's regulations are revised so that half days are counted towards the legal minimum and so that half days qualify the District for full state aid on such days, elementary school children shall attend classes half days on Monday, Tuesday, Wednesday, and Thursday of the last week of school. In such event, teachers shall be permitted to complete records and take part in other professional activities.

c. The Superintendent shall decide whether or not to grant permission to teachers to leave before the end of the school year, for the purpose of graduate work or participation in professional improvement programs.

d. Since receipt of special study grants is of benefit to the school district, as well as to the teacher, the Superintendent shall make every effort to permit early leave at no loss of pay. Early leave is suggested to be for a time no longer than five (5) school days unless an extended period is agreed upon by both the teacher and building administrator. A teacher seeking such consideration shall no later than May 30th submit in writing to the building principal a request for early leave, setting forth the following:

1) A brief description of the institute program, including dates, purpose, credit, remuneration, and course titles.

2) Arrangements made by the teacher for completion of year-end duties, including grading of papers, recording of grades, completion of register, replacement for proctoring and committee assignment, and end of year final checkout.

3) Within five (5) school days of receipt of this request, the Principal shall forward it to the Superintendent, endorsed with a recommendation for approval or disapproval and forward a copy to the applicant. Criteria on which the Principal shall base his/her recommendation shall include:

a) Relevance of the institute to the applicant's present or potential function in the school.

b) Adequacy of arrangement made by applicant.

c) Limitation of the number of early leaves to be no more than 5% of the professional staff at each of the three levels (elementary, junior high, and senior high).

e. The District recognizes that teachers' work extends beyond the school day. This is in keeping with a professional type of work in which exact working hours cannot be rigidly defined nor maintained. The District appreciates and encourages teachers to devote extra time to curricular and extracurricular activities. It also realizes that time is expended in preparation for school work and in grading papers, all of which is considered part of a teacher's professional responsibilities. Other duties such as attendance at P.T.A. meetings, serving on curricular meetings, chaperoning, etc., shall be assigned in as equitable and fair a manner as possible by the administration. Compensation for this added time, however, is included in the contracted salary between the teacher and the District as hereinafter provided.

f. Teachers should be asked to supervise only those student activities that are clearly related to the education program of the school. Teachers may be asked to sponsor or supervise student activities upon a voluntary basis only within area of expertise. When duties beyond the normal teaching load as defined in this contract are required of a teacher, a reduction in his/her teaching load should take place.

g. All teachers shall be required to participate in the annual Parent Orientation Program, the date of which shall be scheduled by the District in its discretion but which date shall be in or around late September for the elementary schools and in or around early October for the secondary schools. Teacher participation in the Program shall not exceed 2-1/2 hours.

Elementary teachers shall continue to participate in one evening Parent-Teacher conference prior to a non-instructional day.

Secondary employees shall participate in two evening Parent-Teacher Conferences, one during each semester. The date of this Conference shall be determined by the Superintendent. Each Conference will be scheduled for no longer than 2 ½ hours.

B. Teaching Hours, Teaching Load, and Class Size

1. Every elementary teacher is guaranteed a daily duty-free lunch period of forty-five minutes. Every secondary teacher is guaranteed a daily duty-free lunch period of 44 minutes.

2. In the secondary schools, each teacher shall have one (1) professional period each day.

3. In the elementary schools, a teacher will be provided with a forty-five (45) consecutive minute preparation period during the instructional day.

4. Whenever and wherever possible, teachers shall be relieved of routine clerical and supervisory duties in order to devote their time and skills to teaching. Such duties shall be assumed by school aides. Teachers should be involved in developing the criteria and qualifications for the selection of aides, in defining their duties, in continuing the orientation program of such aides, and their supervision.

5. A teacher shall have the option of leaving his/her classroom when a special teacher is in charge of the class, or when there is no class in his/her room. During that time, the teacher shall decide how to use his/her time, except when planned professional work has been scheduled or emergencies arise, and may leave the building without requesting permission upon notification to the office of his/her destination.

6. Elementary and Secondary Classroom teachers should not be required to teach in more than one building in the same day. If they are, a rate of not less than the prevailing District rate per mile shall be paid for travel between buildings in the teacher's own car.

7. When space is available, specialized personnel (guidance, etc.) shall have an appropriate room and other facilities which permit the effective discharge of their responsibilities to their students.

8. Middle and Senior High School teachers shall not be assigned more than twenty-five (25) student instruction periods or the equivalent thereof each week. In addition, they may be assigned five (5) study hall or special duty supervision periods each week.

9. In addition to the traditional duty assignments, new duties at the High School, Middle Schools and Elementary Schools will be assigned only when mutually agreed upon by the Association President and the Superintendent of Schools to be appropriate, viable duties. New duties will be subject to review twice a year (December and June) prior to the implementation of semester duties. Secondary school principals, in determining equitable teaching loads, shall consider the number of preparations required by teachers and shall attempt to minimize incidence of four consecutive teaching periods where practicable. Where it is not practicable, the teacher shall be informed as soon as possible. In addition, should a particular teacher be assigned a particular supervisory duty in successive years, and same should be onerous, a reasonable effort will be made to assign said particular supervisory duty to another teacher. If same is not achieved, a reasonable effort will be made to reach agreement with said teacher where same shall be practicable. Where not practicable, the teacher shall be notified as soon as reasonably possible. Notwithstanding any other provision in this Agreement, the Superintendent shall have the discretion to assign up to five additional instructional periods per week in lieu of the study hall or special duty supervision periods to tenured teachers in the Departments of Physical Education, Home and Career Skills, and Technological Education; provided that:

- a. After seeking volunteers, the Superintendent is satisfied that a sufficient number of volunteers for such assignments is not forthcoming;
- b. The assignments are made in inverse order of Departmental Seniority; and
- c. The assignments do not cause layoffs thereafter.

9. No teacher shall be required to take over the duties of principal or vice-principal along with a full-time teaching assignment. Whenever the principal is absent from his/her building, any teacher accepting the temporary responsibility for emergency conditions or administration of the building shall be considered the agent of the District and shall be fully covered for liability purposes when acting within the scope of the position by the insurance coverage of the District.

10. The parties agree that the Commissioner of Education's recommendations regarding class size are worthy goals for the District.

11. Employees shall participate in child study team (CST) and Instruction Support Team (IST) meetings at times other than their regular instruction time as directed by the Principal. This includes, but is not limited to, participating during employees' preparation period and participation either before or after the instructional day.

C. Teaching Facilities

1. New building designs or changes in present buildings shall be made only after consultation with (a) representative(s) of teachers to be assigned to said building where known.

2. Each teacher shall be provided with supplies. Each teacher shall be provided with a desk, chair, bookcase, and file cabinet located as close to his/her teaching station as possible, provided notice of any lack of these items is provided by the teacher prior to April of the previous year. The District shall ensure that said items are provided for new teachers.

3. Each building shall have a clean, private restroom for teachers that is appropriately maintained by the custodial staff.

4. Teachers should have a clean, private dining room to eat lunch which is separate from the student cafeteria facilities. This is to be encouraged in new school building programs.

5. Each teacher should have a parking space during each school day at his/her home school.

6. Each school should have a private teachers' room free from instructional uses.

D. Classroom Interruptions

1. The classroom is to be considered a sanctuary for learning, and interruptions are to be limited to very serious emergencies. We must impress upon the public and our staff that only the most serious emergencies should serve to interrupt the climate of learning.

2. Administrators shall make every effort to implement this policy.

3. Religious release time shall be scheduled with the Association appointing a representative to work with the school administration and the parochial school administration to arrange for a satisfactory and agreeable time for this required instruction.

4. A committee of representatives, consisting of two (2) Association appointees, the Assistant Superintendent for Curriculum and Instruction, and a District-

designated elementary principal, shall meet prior to October 1 to determine the most effective method of holding parent-teacher conferences in the elementary schools.

E. Teaching Controversial Issues

1. The policy on the teaching of controversial issues is defined in terms of the rights of students rather than in terms of the rights of teachers. In the study of controversial issues in the public schools, the student has four rights to be recognized:

a. The right to study any controversial issue which has political, economic, or social significance and concerning which (at his/her level) he/she should begin to have an opinion;

b. The right to have free access to all relevant information;

c. The right to study under competent instruction in an atmosphere free from bias and prejudice;

d. The issue should be significant, real, and important to students and teacher. Significant issues are those which, in general, concern considerable numbers of people; are related to basic principles, or at the moment are under consideration by the public, press, and radio.

2. In discussing controversial issues, the teacher will keep in mind that the classroom is a forum and not a committee for producing resolutions or dogmatic pronouncements. The class should feel no responsibility for reaching an agreement.

3. Although it is the teacher's responsibility to bring out the facts concerning a controversial question, he/she has the right to express his/her opinion, providing his/her students understand that it is in his/her own opinion and it is not to be accepted by them as the authoritative answer.

4. A teacher who is in doubt concerning the advisability of discussing certain issues in the classroom should confer with his/her principal as to the appropriateness of the issue. If the principal and the teacher are unable to establish an agreement, the issue shall be referred to the Superintendent.

5. Recognition is given to the fact that the citizens of the community have the right to protest to the school administration when convinced that unfair and prejudiced presentations are being made by any teacher. The District shall provide a hearing in accordance with American principles of justice whenever in the judgment of

the District, materials of instruction or the work of an individual teacher is seriously attacked by individuals or organized groups in such manner as to interfere with the normal administration of this policy. Any teacher who is giving instruction in a field involving controversial issues is assured of the support of the District, if it has been found that such instruction has been subjected to unfair criticism or partisan pressure from individuals or groups.

F. Discipline

1. In the cases of continuing disruptive action anywhere on school property by individual students, strong disciplinary action in support of the teacher must be taken by the administrative personnel in each school building. This action shall continue on a day by day basis.

2. Following every written disciplinary referral of a student to an administrator stating specific reasons for the referral of the student, the teacher making the referral shall be informed of the action that was taken. Written notice will be given by the administrator within five (5) school days of the referral.

3. Upon request, a teacher will be provided support from his/her supervisors in the form of visits to the classroom in which particular, habitual discipline problems arise between individual students and teachers.

4. If three or more teachers of a student who is deemed to be disruptive, recommend suspension of the student, the administrator in charge shall schedule a conference with the three teachers and such other personnel as may contribute to making a decision. At this conference, an attempt will be made to examine the record of the student, the behavior causing disruption, and the causes of this behavior. Each teacher making this recommendation shall be expected to present explicit evidence to document the action to be taken. The final decision will be rendered by the principal in charge.

5. When readmission of a student suspended for habitual disruptive action in the classroom is contemplated, the teacher or teachers of such pupils shall be contacted, and shall confer with the principal prior to the child's readmission to the school.

G. Teacher Protection

1. A teacher shall immediately report to his/her principal any case of personal injury suffered by him/her because of an assault sustained in connection with his/her employment. The teacher shall prepare in duplicate a written report of the incident and shall, within forty-eight (48) hours of the incident, present one copy to the principal and one copy to the Superintendent, unless physically incapable of doing so.

An immediate preliminary investigation shall be held during which time the student will be detained by the principal, and if said investigation affirms the assault, the student shall be suspended pending further action.

Within five (5) school days of the initial report, the principal shall inform said teacher of action he/she has taken with respect to the case, and of any recommendations he/she has made to the Superintendent.

2. The teacher shall immediately notify the building administrator in writing, setting forth all facts of any event which may fall under Education Law Section 3023.

3. A teacher cannot be required to use his/her personal vehicle for transporting pupils.

4. A teacher using his/her own vehicle to transport students for school business shall be covered by the non-ownership portion of the School District's automobile liability policy as it relates to contingent liability on the part of the school system. Primary liability still falls under the responsibility of the vehicle owner.

H. Department Head Duties

Department Heads will have no more than four (4) instructional periods, one (1) professional preparation period, and at least two (2) supervisory periods for department head duties.

I. Guidance Counselors

There shall be one guidance chairperson for each secondary building.

J. Head Coaches

Head coaches of all interscholastic athletic programs shall be involved in the implementation of their program in such areas as recommendations for personnel and consideration of contest schedules subject to league regulations and schedules.

K. Building Coordinators

Where a department chairperson and/or a department head is to be replaced by a K-12 coordinator, it shall not be the duty of the in-building coordinator to evaluate personnel.

SECTION IV - TEACHING ASSIGNMENTS

A. Assignment and Transfer

1. The assignment of staff personnel shall be under the direction of the Superintendent of Schools, subject to approval of the Board of Education. Assignment shall be made on the basis of maximum utilization of the abilities of all personnel. Where possible, teachers will be notified of tentative assignment by the end of the school year. Where possible, teachers will be notified of any changes by mail over the summer.

2. Transfer of staff personnel may become necessary to meet load conditions, instructional requirements, and other good reasons, including the wishes of employees for opportunities of service elsewhere in the system.

3. It shall be the responsibility of the Superintendent to effect transfers in full cooperation with all parties affected. Reasons for transfer shall be reasonable and expressly understood by those concerned. No transfer will be made arbitrarily or vindictively.

4. Applications for transfer shall be honored and acted upon providing such application is made prior to the date of staff assignments for the succeeding year.

5. Instructional needs, qualifications, loads, and seniority shall constitute the criteria for making the decision on requests for transfers.

6. A teacher desiring a transfer from one school to another should secure a transfer request form from the Superintendent. When the request form is completed by both the teacher and his/her principal, it will be placed in the file of applicants for positions in that grade, subject, or field and will be available to principals seeking applicants. Seniority for teacher-requested transfers is defined as the number of years of continuous employment inclusive of all paid and/or credited leaves.

7. The Superintendent shall acknowledge receipt of each request for transfer within five (5) days and shall inform the applicant of what disposition is made of the request.

8. a) When good educational management requires a transfer of a teacher from one school to another, the teacher will be given reasons for the change as early as possible before the change is to be effective. In the event that a teacher is to be involuntarily transferred to another building, level, or curriculum area, he/she shall be notified no later than June 1. However, where involuntary transfer relates solely to

abolishment of positions, notice may be given by close of school or sixty (60) days prior to the effective date of transfer, whichever is later.

b) In the case of transfer of a teacher assigned to a grant program, (1) the teacher shall be given sixty (60) days notice prior to the date of transfer; (2) seniority shall be a consideration; (3) no more than one (1) such transfer per employee per year shall be made; and (4) the M.T.A. shall be consulted prior to such transfers.

9. Personal adjustment transfers will be made when a more satisfactory assignment appears both desirable and possible. The decision to make them will be based on the principle that the stimulating challenge of a different teaching environment will often promote professional growth. Personal adjustment transfers are recommended to the school board by the Superintendent after he/she has held conferences with teachers, principals, and supervisors concerned.

10. If a teacher is transferred from an area in which he/she has tenure into one in which he/she does not have tenure, he/she shall continue to be paid as if he/she does have tenure.

B. Hiring Preferences and Promotion of Staff

1. Before any full year teaching vacancy is filled by the Board of Education appointment, there will be a notice of the vacancy posted for thirty (30) days in each building, except in the summer when it will be posted in the Board of Education office. Such notice is to include a description of the position and the requirements necessary to qualify for said position.

Any emergency vacancy may be filled at other times by posting a notice, but no waiting period must be observed.

2. Whenever a vacancy exists in an administrative or supervisory position, a notice of the vacancy will be posted in each school building, or the Board Office in summer, for at least thirty (30) days prior to any Board appointment. The notice shall clearly set forth a description of the qualifications for the position including duties, salary, and the procedure for the interview.

A screening committee on such vacancies normally is in the best interest of the District. Any time a screening committee is formed to assist the Superintendent in filling such vacancies, a representative chosen by the Association shall be included to serve on said committee.

3. All applicants from within the bargaining unit will be notified when the positions have been filled.

4. Whenever a vacancy in the coaching staff occurs, a notice will be posted in each school building, or the Board Office in summer, for at least thirty (30) days prior to any appointment. The notice shall set forth the description of the position and the general qualifications, duties, salary required, and the procedure for the interview. The notice shall specify the reason for any change since the last posting of the position, if any.

C. Abolishing Positions

When a position is abolished, notice of three months will be given to all teachers whose position is to be abolished.

D. Effect of Unforeseen Emergency

It is expressly understood by both parties that all deadlines provided in this Article shall be inoperative in the event of any externally created unforeseen emergency: state aid changes, court actions or decisions, legislative determinations or mandates.

**SECTION V - SUPERVISION, EVALUATION, AND CONTRACTUAL
RESPONSIBILITIES**

A. Supervision and Evaluation

1. All teachers shall expect continuing help from administrators, and other supervisors such as department heads and instructional leaders in the performance of their responsibilities. An employee who is placed in the position of Department Head, Instructional Leader or Program Coordinator shall not evaluate other members of the unit. All teachers, particularly first year teachers, can expect definite and constructive suggestions through classroom visits, meetings, conferences, demonstrations of various techniques, and other supervisory assistance - toward the primary goal of the improvement of instruction.

2. Every teacher shall receive a yearly summative evaluation written by his/her administrator. This evaluation shall be based upon the teacher's overall performance relative to standards and criteria as established by the District. It shall include informal and/or formal classroom observations, as well as general characteristics related to overall job performance. The Summative Evaluation Report for all teachers shall be completed and discussed with the teacher no later than May 31 of each school year.

3. All tenured teachers shall receive the full evaluative cycle at least once during any three year period during which he/she is employed as a full-time teacher by the District. All non-tenured teachers shall receive the full evaluative cycle yearly. The full evaluative cycle will consist of a minimum of one formal classroom evaluation per semester, based upon formal classroom observation.

a. A formal evaluation is defined as a written evaluation, conducted by an administrator, that becomes part of the teacher's permanent Personnel Office record.

b. A pre-conference will be held with the teacher prior to at least one of the formal classroom evaluations. The pre-conference will be held within five (5) school days of the observation.

c. No later than five (5) school days after a formal classroom observation, a post-observation conference will be held between the administrator and the teacher for the purpose of discussing the observation, reviewing plans and problems relating to instructional and personal adjustment, and, if necessary, making remedial suggestions. No later than five (5) school days after the post-observation conference the teacher shall receive a written evaluation based upon the classroom observation and the post-observation conference. The written evaluation shall include strengths, weaknesses, and areas where improvement is needed. If the teacher deems it necessary, he/she shall have the right to an additional conference to be held within five (5) school days of the receipt of the written evaluation.

d. Should the report of a formal evaluation be unfavorable, an additional two (2) evaluations will be conducted. The original evaluator will conduct at least one of the follow-up evaluations. It is understood that no less than one (1) week shall intervene between the unfavorable observation and conferences and the next observation in order to give the teacher an opportunity to rectify the deficiencies.

4. Tenured teachers not participating in the full evaluative cycle may receive informal classroom observations and, possibly, one or more formal evaluations. If the administrator determines that an area of concern has been identified during an informal visitation, the administrator may require the teacher to enter into a full evaluative cycle.

5. All evaluation reports will be discussed with the teacher and a copy given to the teacher prior to the report being forwarded to the Personnel Office to become part of the teacher's permanent record. Signatures of both teacher and evaluator shall serve only as evidence that discussion of the evaluation report has occurred. Teachers shall be permitted to comment in writing on the evaluation.

6. A teacher shall have the right to request and receive a formative evaluation based upon formal classroom observation. Such a request will be granted, whenever possible, and in a timely manner.

7. Evaluation forms will consist of two types: the Formative Evaluation Form which shall include criteria for formal classroom evaluations, and the Summative Evaluation Form which shall include both classroom and general performance criteria.

8. In rare cases, due to unforeseen circumstances, the timeliness identified in this section may be waived and rescheduled by both parties.

B. Contractual Responsibilities

1. Any teacher intending to terminate his/her service shall be expected to notify the Superintendent thirty (30) days before the resignation is to become effective. A written resignation must be presented to the Superintendent with a copy to the principal.

2. No material related to the teacher's position, derogatory to a teacher's conduct, service, character, or personality shall be placed in the teacher's files unless the teacher has the opportunity to read the material. The teacher has the right to affix his/her signature to the actual copy to be filed. Such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. The teacher also has the right to submit a written answer to such material and his/her answer shall be reviewed and initialed by the Superintendent or his/her designee and attached to the file copy. Teachers who exercise the right to affix a response to derogatory material placed in their personnel file must submit this written answer within 45 school days.

Except for the teacher's answer to derogatory material entered in accordance with this provision, materials to be placed in the teacher's file shall be at the total discretion of the District.

3. A committee shall be established to review evaluation procedures. The committee shall be composed of no more than two (2) representatives designated by the District and two (2) representatives designated by the Association. The committee shall complete its duties and report to the Superintendent of Schools no later than June 30 of each school year. It is understood by the District and the Association that criteria and other matters which are not terms and conditions of employment shall not be subject to the jurisdiction of this committee. The committee's results are subject to bilateral agreement.

SECTION VI - GRIEVANCE PROCEDURE

A. Declaration of Purpose: In order to establish a more harmonious and cooperative relationship between the Association and the District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences promptly and fairly, as they arise and to assure the equitable and proper treatment of teachers pursuant to this Agreement.

B. Basic Principles

1. It is the intent of these procedures to provide for the swift and orderly settlement of differences in a fair equitable manner. The resolution of a grievance at the earliest possible stage is a most desirable goal.

2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance under this contract to pursue any other remedies available or to discuss the matter informally with any member of the administration, thus having the grievance adjusted, provided that the adjustment is not inconsistent with the terms of this Agreement.

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

4. A teacher shall have the right to be represented at any stage of these procedures by the Association or a person of his/her own choosing.

5. All hearings shall be and remain confidential unless an open hearing is requested by the aggrieved party.

6. It shall be the responsibility of the Superintendent 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 consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

7. Time limits set forth herein may be extended or diminished by mutual agreement of all parties concerned.

C. Definitions

1. A Grievance is a claim by any teacher or group of teachers represented by the negotiating unit affecting terms and conditions of employment inclusive of, but not

limited to, any violation, misinterpretation, or dispute of their contract or application of law.

2. The term Supervisor shall mean the appropriate administrator responsible for the area in which an alleged grievance arises except for the Superintendent.

3. Aggrieved party shall mean any persons or group of persons in the negotiating unit filing a grievance.

4. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

5. Grievance Committee is the committee created and constituted by the Association.

6. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

7. Appeal - the term shall mean the referral of a grievance matter to the next higher stage of consultation in the event that the aggrieved employee or association is not satisfied with the solution offered by the lower stage of consultation.

8. Representative - the term shall mean the person designated by the aggrieved person to act or speak on his/her behalf in grievance procedures.

9. Stage - the term shall mean successive level of consultation for the purpose of resolving a grievance.

10. Working Day or School Days - the term shall mean any day on which the employee is normally required to report for duty.

11. Hearing as used in this Article shall mean (refers to steps 2 and 3) the administrative procedure by which the facts constituting a grievance are presented to an officer or agency, in the presence of the aggrieved person and interested parties, for determination by such officer or agency pursuant hereto.

D. Procedures

1. All grievances shall include the name and position of the aggrieved party, the identity of the law, or provisions of this Agreement, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the

aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

3. All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

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

5. Except as otherwise provided in Stage 1A and 1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

6. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board or its representative and the Association. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure. (See Appendix "B".)

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

8. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

9. The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs, considered at all levels other than Stage 1A, and all written decisions at all stages. Official minutes will be kept at District expense of all proceedings in Stages 2 and 3. A copy of such minutes will be made available to the aggrieved party within five (5) calendar days after the conclusion of hearings at Stages 2

and 3, and the Grievance Committee shall advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee, and the District, but shall not be deemed a public record.

10. No written grievance will be entertained as described below, and such grievance will be deemed waived, unless the written grievance is forwarded at the first available stage within sixty (60) school days after the teacher knew or should have known of the act or condition on which the grievance is based.

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

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

13. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro-rata by the Superintendent and Grievance Committee so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

14. Should it be necessary, in the judgment of the hearing officer, pursuant to the Grievance Procedure, for a School Representative, member of the Grievance Committee (Professional Security Committee), or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she will, upon notice to his/her principal and to the Superintendent by the Chair of the Grievance Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in any such investigations, meetings, or hearings as a witness is necessary will be accorded the same right.

Stage 1:

a. A teacher having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the teacher submits the grievance through a representative, the teacher may be present during the grievance.

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

Stage 2:

a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.

b. If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within fifteen (15) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

c. Within five (5) school days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.

d. The Superintendent shall render a decision in writing to the teacher, the Grievance Committee, and its representative within five (5) school days after the conclusion of the hearing.

Stage 3:

a. If the teacher and/or the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage 2. The Association shall have the option of simultaneously filing a Motion for a waiver by

the Board of Stage 3. The Board shall grant or deny said motion in writing within ten (10) school days.

b. Within ten (10) school days after the receipt of an appeal, the Board of Education shall hold a hearing on the grievance unless the Board has granted a waiver of the Stage 3 hearing. The hearing shall be conducted in executive session.

c. Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

Stage 4:

a. After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by giving written notice to the District within fifteen (15) school days of the decision at Stage 3. If Stage 3 has been waived by the Board, the Association shall submit the grievance to arbitration by giving written notice to the District within ten (10) school days of the Board's written decision to waive Stage 3.

b. Within five (5) school days after such written notice of submission to arbitration, the District and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association in the selection of an arbitrator.

c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days 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 to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

d. 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. The decision of the arbitrator shall be final and binding on grievances dealing with interpretations and application of the contract and advisory on all other grievances.

e. The cost of the arbitrator shall be equally borne by the Association and the District.

SECTION VII - LEAVES

A. Sick Leave

1. All ten and twelve month unit employees are entitled to fourteen (14) working days in any year on account of personal illness or physical disability, except as qualified in Section VII(A)(8).

2. If any employee does not use the full amount of sick leave allowed in any school year, the amount not used shall be accumulated from year to year and used, if needed, up to the number accumulated. Any accumulation of unused sick leave heretofore granted by the District shall be counted toward the accumulated leave.

3. Any employee shall be entitled to utilize cumulative paid sick leave for absence directly resulting from disability incident to pregnancy and birth. Such paid sick leave shall commence a reasonable period prior to the birth and terminate a reasonable period after the birth, provided that the employee submits medical verification of the disability and its duration reasonably satisfactory to the District.

4. In cases of absence for illness or physical disability, the employee shall give his/her immediate superior as much prior notice as possible -- both of the absence and of his or her return to duty.

5. The District reserves the right to require an employee to submit to a medical examination by a doctor of its choice at District expense.

6. Upon termination of service to the District, all staff leaving in good standing after the following stipulated periods of time will have up to a maximum of 220 accumulated unused sick leave days reimbursed as follows:

<u>Years</u>	<u>10+</u>	<u>7-9</u>	<u>5-6</u>	<u>0-4</u>
1-3	45	40	35	30
4-10	55	50	40	35
11-20	60	55	45	40
21-	65	60	50	45

An individual may exercise the option of receiving a set reimbursement of \$30 per day for all days accumulated prior to July 1, 1982. All days accumulated after July 1, 1982 will be applicable to the above reimbursement scale.

The applicable amount will be payable on the first payroll period of the next fiscal year after such termination has been accomplished, or any person intending to retire and receive payment in the last payroll period of the retirement year, must signify his/her intent prior to May 15 of the year preceding the one in which he/she plans to retire.

7. Upon retirement from the District, days accumulated in excess of the maximums may be applied toward the purchase of health insurance benefits at the computed rate per day stipulated in Section VII(A)(6). The individual may also opt to apply all or any portion of sick leave reimbursement funds toward the purchase of health insurance benefits. Such option shall be exercised once at the time of retirement.

8. A sick leave bank shall operate as follows:

a. By August 1 of each school year, the District shall supply the Association with the balance of days in the sick bank as of the last day of the previous school year. If the balance is 4,000 or more days, then full-time employees will not contribute any of their annual sick leave days to the sick leave bank for that school year. If the balance is 3,000 to 3,999 days, then full-time employees will contribute one of their annual sick leave days to the sick leave bank for that school year. If the balance is less than 3,000 days, then full-time employees will contribute two of their annual sick leave days to the sick leave bank for that school year. Each part-time employee will contribute one-half of the number of days that a full-time employee contributes.

b. Sick leave bank days may be drawn where all of the following conditions are met:

1) The unit employee or, in the event of incapacitation, a representative of the unit employee, makes written application, setting forth the nature of the illness, its expected duration, and written permission for the Superintendent or other representative of the bank to secure the desired information and verification from the applicant's physician.

2) The Sick Leave Bank Governing Committee, consisting of (a) delegate(s) appointed by the Superintendent and the President of the Association, respectively, concur in writing to the award of a block of days (not to exceed 60). Each delegation shall have one vote, for a total Sick Leave Bank Governing Committee vote of two (2).

3) The Sick Leave Bank Governing Committee affirms in writing that the applicant's illness is catastrophic-acute.

c. The Sick Leave Bank Governing Committee shall have the authority to grant days for purposes of returning sick leave days borrowed pursuant to (9) below; provided, however, that no other provision of Section VII is thereby circumvented or violated.

d. The Sick Leave Bank Governing Committee shall have the authority to make subsequent grants to the same applicant; provided, however, that the applicant and Committee comply with all of the provisions of Section VII.8, and, provided further, that a delegation's decision on the initial application shall in no way bind it on any renewal application.

e. The Sick Leave Bank Governing Committee's decision on a request for a grant shall be final and shall not be subject to any direct or collateral review by any court of administrative agency; however, when deemed totally without justification, a veto may be appealed to expedited AAA arbitration for non-substantive review.

f. The Sick Leave Bank shall be replenished when needed as determined by the Committee.

g. The parties agree that sick leave bank days may only be debited through the granting of applications and that, if Section VII.8 is not continued in a subsequent contract, the sick leave bank will continue in operation until all days are exhausted.

9. In the event an employee has used all entitled sick leave, he/she may borrow an additional five (5) sick leave days for each year of previous employment in the District to a cumulative maximum of twenty-eight (28) days provided that the following procedure is followed:

a. The teacher shall enter into an agreement with the District stipulating the terms of the loan, amount due, and the repayment procedures. The amount of the loan is equal to full per diem value of the days borrowed (teaching salary, divided by 200, times days borrowed). The executed note shall provide for wage or pension attachment or garnishment in any state, in the event of default. (Failure to pay back borrowed sick leave days).

b. It shall provide for a reduction in the sum of the indebtedness at the borrowed per diem rate as borrowed if sick leave days are not utilized in said year and/or as sick days are paid back in future years.

c. The teacher shall provide the District with a certified doctor's letter stating that it is probable that the teacher will recover sufficiently to return to a teaching position.

d. Upon the teacher's return to the District, he/she shall "pay back" the borrowed sick leave days at a rate of at least five (5) days per year. A sick leave day is "paid back" when deducted from the annual allotment at the beginning of the school year.

e. The above procedures may be waived in writing at the discretion of the District.

B. Records and Penalties

1. The Superintendent of Schools shall cause to be maintained an accurate record of each employee's cumulative sick leave and personal days. An annual accounting shall be given each employee during the month of September. Such record shall be current as of the June 30 preceding the September reporting. The record of each illness provided by the teacher shall be in duplicate; one copy for the District's files and one copy for the teacher's files.

2. Absence beyond the employee's accumulated sick leave or in violation of the terms of this policy will result in full loss of pay for the period of absence. Salary deductions for such unauthorized absence will be at the current daily rate earned.

3. Absence chargeable to an employee's accumulated sick leave time will be determined on the following basis:

a. If absence occurs after working at least half of the working day, one-half day absence will be charged.

b. If a teacher works less than half of the full working day, a full day absence will be charged.

C. Personal Leave

1. There shall be granted three (3) days personal leave per year accumulative to five (5) days which will not be charged against sick leave credit.

Accumulated personal leave in excess of five (5) days shall be transferred to accumulated sick leave.

2. Personal leave days are to be used for purposes of an urgent and important nature which cannot normally be met at times other than the employee's regularly -scheduled hours of the work day. Personal leave may include but not be limited to matters of a legal nature, ceremonies of a family or a religious nature, moving, medical consultation, religious holidays, family emergency and education professional matters or funerals not qualified under provision Death in the Family, Article 5, Section 7.D.3.

Poor driving conditions, transportation problems, inclement weather, or lengthening a vacation period are not considered for personal leave days.

3. It is expected that prior approval will be received from the immediate superior at least a day before personal leave is requested. This prior approval may be waived in unusual circumstances in which the need for personal leave could not have been anticipated.

No personal leave may be used immediately before or immediately after a vacation period unless approved by the Superintendent or his/her designee.

4. Personnel are not required to state the specific reason why a personal leave day is required. However, staff will be required to report the nature of the personal leave on a form which contains the employee's name, day(s) and date(s) of the leave, signature of administrator granting approval, and a check list with the following:

- Legal Matters
- Ceremonies of a Family or Religious Nature
- Moving
- Medical Consultation
- Religious Holiday
- Funerals
- Family Emergency
- Educational/Professional Matters
- Other (Specify)

D. Other Approved Leaves

1. Child Care Leave:

An employee may request up to two consecutive one year child care leaves of absence per child, provided that three months' advance written request is submitted specifying respectively the first day upon which the leave is to commence and the first day upon which the leave is to terminate. Unless otherwise agreed to by the District, a leave of absence must terminate on the last day of a month with the employee required to return to work on the first day of the following month. It is understood that if the first day of the a month is a non-work day, then the employee shall not be required to report to work until the next work day. Nothing herein will infringe upon the employee's rights pursuant to the Family and Medical Leave Act (FMLA).

2. Jury Duty:

All employees subpoenaed as witnesses or jurors will be paid for the difference between the fee received as such witnesses or jurors and that salary they would have received during such period served as such witnesses or jurors. Such time is not to be deducted from accumulated sick leave or personal leave. The employee shall be required to ascertain whether an on-call system exists, and, if so, shall request he/she be placed on it unless the Court determines that the employee cannot meet its time requirements.

3. Death in the Family:

a. Leave for each death in the immediate family for all employees will not be charged against sick leave up to three (3) days. Two (2) additional days, when taken, will be charged against two (2) personal leaves. If personal leaves have been used, then the additional day or days will be charged against sick leave.

b. Definition: For purposes of this subsection (3) only, "Immediate Family" is defined as wife, husband, father, mother, child, brother, sister, grandfather, grandmother, grandchild of employee or spouse and the employee's domestic partner. As a condition precedent to receiving domestic partner leave, the employee must have previously completed and submitted to the District a Domestic Partner Affidavit and related documentation (see Appendix E) upon hire or at least 30 school days prior to a request for leave.

4. Serious Illness in the Family:

a. Leave will not be granted on account of family illness. However, when a person so elects to take leave (not to exceed six (6) days per year) because of serious illness in the family, the day or days will be charged against the accumulated number of sick days and/or personal leave of the individual.

b. Definition: For purposes of this subsection (4) only, family is defined as spouse, parent, child, brother or sister of the employee or spouse and the employee's domestic partner. As a condition precedent to receiving domestic partner leave, the employee must have previously completed and submitted to the District a Domestic Partner Affidavit and related documentation (see Appendix E) upon hire or at least 30 school days prior to a request for leave.

5. Religious Holidays: Leave will not be granted for the observance of the religious holiday or holidays. However when an employee elects to take leave for a religious holiday or holidays, the day or days will be charged against the employee's accumulated number of sick days and/or personal leave.

6. Professional Visits:

a. Teachers may apply for two (2) days leave with pay and expenses for professional visiting. Such requests must be approved by the principal and sent to the Superintendent for final approval. Time and place of visiting must be approved in advance.

b. Teachers who make such visits shall submit a written report on their observation to the principal and to the Superintendent of Schools.

7. Delegates to Association Affiliated Organizations: No deduction from salary or sick leave shall be made because of attendance by authorized delegates at Association Affiliated Organization meetings. Authorization for such attendance will be given by the Superintendent upon written request at least two (2) weeks prior to such meeting.

8. Delegates to Annual Retirement Meeting: Delegates elected to attend the annual retirement meeting of the New York State Retirement System shall be authorized to attend the meeting without any deduction from pay or sick leave because of their attendance. Authorization for attendance will be made by the Superintendent upon written request at least two (2) weeks prior to such meeting.

E. Sabbatical Leave:

1. Statement of Purpose - In the belief that opportunities of teachers to broaden their experience redound to the benefit of pupils, other teachers, and the school system, the District has adopted this policy on the granting of sabbatical leaves.

2. Eligibility and Qualification - A full-time professional employee who will have served satisfactorily for at least six (6) consecutive years at the time the leave would begin may apply for a sabbatical leave. An employee may apply for a second sabbatical leave after an additional five (5) consecutive years' satisfactory service in the District.

a. On the recommendation of the Superintendent, the Board of Education may permit exceptions to the rule relating to duration of prior service.

b. The activities for which sabbatical leaves may be granted are as follows:

1) graduate study, bearing on the teacher's present or prospective work, in an accredited institution of higher learning.

2) independent study, following a logical plan, of a problem or problems affecting the local schools, or bearing on the teacher's present or prospective work.

3) research in education or in a significant discipline or field of study.

4) professional or creative writing.

5) planned educational travel.

6) such other activities as the Board shall consider.

3. Application - Applicants for sabbatical leave shall file written application by January 1 preceding the summer or school year in which the leave would occur. Such application shall state clearly the type, level, pattern, credit hours (if any), etc., if the leave is for formal study; the objective, modus operandi, and nature of supervision, if the leave is for independent study or research or for writing; and the type, amount, and locale, if the leave is for travel. In every case, the application shall show the activity will bear positively on the applicant's function in the school system.

4. School System Action - The Superintendent of Schools shall, with the advice of such professional employees as he chooses, review all applications, and shall recommend Board approval of those leaves which he deems to be of the greatest potential benefit to the schools. All applicants will be notified by April 1, if possible, of the disposition of their requests.

5. Term and Compensation - Employees on ten-month contract may apply for one semester's leave at full pay, or a full school year's leave at 75% of their annual teaching salary. Employees whose contract period is longer than ten months may apply for leaves on the same basis as ten-month employees with compensation based on their respective five or ten month salaries.

a. A recipient of sabbatical leave may accept a stipend, a grant, or fellowship aid from other sources.

b. An applicant for sabbatical leave whose objective is to enroll in an internship program of more than one year's duration shall apply simultaneously for the sabbatical leave he/she desires and for ordinary leave, without pay, for such additional time as the program will require.

c. Summer sabbatical leave shall be used to attend summer school for no more than three (3) consecutive summers. Recipients are to be compensated at the rate of 1/10th of their present annual salary per each full month of study and proration of compensation for any part thereof.

6. Quota - The District limits the number of staff members on sabbatical leave at one time to 3% of the Association bargaining unit. The 3% quota shall include no more than 2% on summer sabbatical leave.

7. Recipient's Obligations - A recipient of sabbatical leave shall agree in writing to return to service in the District for no less than two (2) school years following his/her leave, with the stipulation that, should he/she fail to do so (unless he/she may become physically unable to complete the terms of his/her contract), he/she shall reimburse all District payments to him/her and in his/her behalf in connection with his/her leave (such as retirement contribution), within five (5) years of the end of his/her leave.

a. A professional employee on sabbatical leave shall request of the Superintendent at once, in writing, approval of any significant change in plans for his/her activities during the leave.

b. A recipient of a sabbatical leave of one year's duration shall submit to the Superintendent an interim report approximately half way through the leave

period. This report shall include such information as will permit the Superintendent to judge whether the leave is being put to its intended use.

c. During the period of his/her leave, the recipient shall make his/her usual contribution to the retirement fund and maintain his/her payments toward any shared-expense fringe benefits.

d. All leave recipients shall submit to the Superintendent at the close of their leave or within thirty (30) days thereafter, a final report which shall consist of a comprehensive summary of the leave, including:

- 1) extent to which the purpose was achieved; other accomplishments.
- 2) summary of how the plan was carried out.
- 3) official transcript of any courses taken for credit.
- 4) recommendations, for the schools, that may have emerged from the leave experience.
- 5) copies of materials (if any) that developed from the leave experience; e.g., bibliographies, publications, course outlines, etc.
- 6) assessment of the benefit of the experience to the recipient.

8. District Guarantees - The District shall guarantee to the staff member that on his/her return from sabbatical leave, he/she shall be reappointed to his/her former position or to an equivalent position related to his/her area of competence; he/she shall receive credit for the period of his/her leave in determining his/her placement on the salary schedule, and he/she shall receive salary credit in the usual manner for course credit earned.

9. Unpaid leaves of absence commencing September 1st and terminating one (1) year later will be available to any teacher(s) who campaigns for and/or is elected to public office. Said leave shall be renewed for no more than one (1) year, if so requested, in order to allow said teacher to complete his/her term of office.

F. Disability Benefit (Workers' Compensation)

1. All employees who receive a personal injury while serving our school district shall receive the first five (5) days off duty with full pay. These days are not deductible from accumulated sick leave.

2. A. (i). When a full time employee, employed continuously for a period of one year, receives compensation under the Workers' Compensation Law on account of disability and as a result of an injury received in the course of his/her employment by the District, the employee shall be placed on "workers comp. ('WC')"

paid leave status without charge to the employee's accrued unused leave time, not exceeding the period of one year. All monies received from Workers' Compensation for advanced wages shall be retained by the District.

(ii). In the event of personal assault, both the one year employment requirement and the one year limitation on receipt of the 'WC' leave benefit shall be waived, and the employee shall remain on 'WC' status without charge to the employee's accrued unused leave time provided the incapacitation continues as ascertained under Workers' Compensation procedures, and until final adjudication has been made. However, the cost of substitute services necessitated by the absence beyond one year shall be reimbursed to the District from the Workers' Compensation settlement.

(iii). In the event the disability continues for a period exceeding one year and the employee continues to receive compensation under the Workers' Compensation Law on account of the disability, he/she shall elect in writing within ten days after the anniversary date of his/her injury whether he/she desired to receive sick leave with pay during the period of disability for which he/she receives compensation. The writing must be filed with the Clerk of the Board and the Director for Personnel Services.

(a) In the event the employee elects to receive sick leave with pay during the disability, he/she shall, for the period of his/her disability, not exceeding his/her accrued unused sick leave time, be placed on paid sick leave. When the District is notified of an award made by Workers' Compensation, the employee shall be prospectively recredited with used sick leave days, not to exceed the amount of his/her accrued unused sick leave at the time his/her disability began, equal to the amount of monies received by the District from Workers' Compensation divided by the employee's per diem salary at the time his/her disability began.

(b) In the event the employee does not elect to receive sick leave with pay during the disability, he/she shall be placed on an unpaid 'WC' leave of absence for the period of his/her disability.

B. The salary and leave status of employees who have not been continuously employed for one year shall be determined pursuant to the procedures set forth in paragraph "iii" above.

3. While an employee is receiving compensation benefits, the employee will be entitled to all additional benefits that would have accrued by virtue of continuous employment.

SECTION VIII - SALARY PROVISIONS

1. There shall be a bi-monthly payroll as follows:

A. Teachers will have the option to select either of the following methods of payment:

1. 20 equal paychecks totaling annual salary; or

2. 19 equal paychecks each representing $1/24^{\text{th}}$ of the annual salary, plus a 20^{th} check for the remainder.

Teachers who do not elect Option 2 above in writing to the Personnel Office by June 30th preceding the affected fiscal year shall be deemed to have elected Option 1.

B. The District will issue paychecks on the 15th and 30th day of each month during the school year, except for the following:

1. In the event the 15th or 30th is on a weekend or a holiday, paychecks shall be issued on the work day that immediately precedes the weekend or holiday.

2. Paychecks shall be issued on the 15th or 30th during the District recess/vacation periods, except if the 15th or 30th is on a weekend, in which case paychecks shall be issued on the Friday immediately preceding the weekend.

3. The last paycheck of the school year shall be issued on the last workday of the school year.

A. Salary

1. a. The basic salary schedules for the 2010-2011 and 2011-2012 school years shall be as set forth below.

				2010-2011	2011-2012
STEP				AMOUNT	AMOUNT
1				\$48,422	\$50,576
2				\$50,232	\$52,436
3				\$52,203	\$54,461
4				\$54,169	\$56,481
5				\$56,141	\$58,507
6				\$58,108	\$60,528
7				\$60,237	\$62,716
8				\$62,364	\$64,901
9				\$64,492	\$67,088
10				\$67,849	\$70,537

b. Step movement shall occur each year pursuant to existing practices.

c. Each teacher shall receive the following retention and recruitment payments that will be applied and incorporated into the basic salary schedules (payments are not cumulative):

- 2010-2011 - \$700
- 2011-2012 - \$800

2. Tenure Increment- Effective July 1, 2010 , teachers granted tenure shall receive an additional \$1,465. Effective July 1, 2011, this increment shall be increased to \$1,505. . If the effective day of tenure is during rather than at the beginning of a school year, the additional tenure payment shall be a prorated portion of the tenure increment payment.

3. Earned Credit - Effective July 1, 1987, teachers shall be compensated \$35 for each approved earned credit beyond the bachelor's degree. Effective July 1, 1990, college credits beyond the bachelor's degree which are approved and earned on or after July 1, 1988 shall be compensated at the rate of \$40 per credit. College credits beyond the bachelor's degree which are approved and earned on or after July 1, 2001, shall be compensated at the rate of \$45 per credit. Also effective July 1, 2001, in-service credits which are approved and earned on or after July 1, 2001, shall be compensated at the rate of \$40 per credit.

4. Master's Degree - Effective July 1, 2010 , teachers with a master's degree shall receive an additional \$1,336. Effective July 1, 2011, this sum shall increase to \$1,372.

5. Earned Doctorate - Effective July 1, 2010 , teachers with an earned doctorate shall receive, in lieu of the Master's degree stipend, an additional \$4,576. Effective July 1, 2011, this sum shall increase to \$4,701.

6. Service Increments - Effective July 1, 1988, after performing five (5) years of service in the Middletown School District, a teacher may claim all years of service toward service increments, provided, however, that service increments in the , -- 2010-2011 and 2011-2012 school years shall be earned in the year of service set forth below as follows:

STEP	7/1/10	7/1/11
LONG 13	\$3,880	\$3,986
LONG 16	\$3,279	\$3,369
LONG 19	\$3,375	\$3,468
LONG 22	\$3,375	\$3,468
LONG 25	\$3,643	\$3,743
LONG 28	\$5,808	\$5,967

7. Teachers providing the following services will be paid a stipend in addition to their regular teacher salary as follows:

a) Remedial Reading

Remedial reading teachers who are currently receiving a stipend of \$315 will continue to do so providing they continue working in the area of remedial reading. This will apply to teachers whose continuous service in the area of remedial reading may be interrupted through reassignment. No stipend will be granted to teachers hired in the area of remedial reading after June 16, 1983.

b) Special Education

Special education teachers who are currently receiving a stipend of \$475 will continue to do so providing they continue working in the area of special education. This will apply to teachers whose service in the area of special education may be interrupted through reassignment. No stipend will be granted to teachers hired in the area of special education after June 16, 1983.

c) School Psychologist: \$627.d) Department Heads and Instructional Leaders

Effective July 1, 2010, Department Heads will be compensated at the base rate of \$4,601 plus \$40 per assigned teacher. Effective July 1, 2011, the base rate will be \$4,728. The count of assigned teachers shall not include the Department Head nor teachers in other fields or areas attached to the department. Instructional leaders who are assigned on an annual basis to buildings served only part-time by a principal, and who are charged by the District with building supervision when the principal is not present, will be paid an additional \$300 stipend.

e) Guidance Counselors

Middle School and High School: \$750 plus 5% of salary. In addition to the school year requirements set forth in Section III(A)(3), all guidance counselors shall work the five days that immediately precede the start of the school year and shall work the five work days that immediately follow the end of the school year.

High school guidance counselors will work an additional five days over the summer, paid at the guidance counselor's per diem rate. The High School guidance counselors' summer work days will be scheduled in such a manner and with the approval of the Principal, to ensure that there shall be at least one guidance counselor working in the Building each work day during the summer.

If a Middle School or High School guidance counselor is assigned to work additional days by the Principal, payment will be at the guidance counselor's per diem rate.

f) Middle School and High School Detention Advisor: Effective July 1, 2010, the stipend shall be \$2,869. Effective July 1, 2011, the stipend shall be \$2,948.

g) High School Aquatic Coordinator: Effective July 1, 2010 , \$1,634. Effective July 1, 2011, the stipend shall be \$1,679.

h) Teacher in Charge: The position of teacher-in-charge shall exist in each elementary or middle school building unless and until such time as the building is assigned additional administrative coverage. No teacher shall be required to take over the duties of Principal or Assistant Principal along with a full-time teaching assignment. If any teacher within the building is willing to be assigned to act in loco principals, that teacher shall be considered the agent of the District and shall be fully covered for liability purposes when acting within the scope of the position by the insurance coverage of the District. If the Principal knows in advance, defined to be at least one full day prior to his/her absence, the teacher shall be so informed and a substitute hired to cover the teacher's classes while the Principal is absent. If the Principal is called away during the day and cannot return within a reasonable period of time given the circumstances, the District will make reasonable efforts to hire a substitute to cover the teacher's classes. The teacher so assigned shall receive a \$675 per year stipend, plus 1/180 of his/her base salary per each cumulative eight hour day following the completion of ten cumulative eight hour days actually spent in loco principals. Effective July 1, 2011, the stipend shall be \$694.

i) Elementary Core Leaders: The role of the Elementary Core Leaders is to assist colleagues in a resource capacity, facilitate the dissemination of information, facilitate instructional meetings related to core area, assist with District and State assessments, facilitate data analysis, keep practice tests, maintain knowledge of District initiatives related to core area, attend trainings as needed and provide assistance in other core areas as needed. The stipend for the 2010-2011 school year shall be \$1,702. Effective July 1, 2011, the stipend shall be \$1,749.

j) Wing Leaders: Wing Leader teachers shall serve as a liaison between Administration and the building wing to which they serve. Responsibilities include, but are not limited to, facilitating new teachers into the wing, organizing wing meetings, building wing morale, organizing wing supplies and textbooks, and other duties/responsibilities as directed by the building principal. Effective July 1, 2010 , the stipend shall be 2,825. Effective July 1, 2011, the stipend shall be \$2,903.

k) Cluster Leaders: Cluster Leader Teachers shall serve as a liaison between Administration and the Cluster to which he/she belongs at the Middle School level. Responsibilities include, but are not limited to, facilitating new teachers into the cluster, organizing cluster meetings, building cluster morale, organizing cluster supplies and textbooks, and other duties/responsibilities as directed by the building principal. Effective July 1, 2010, the stipend shall be \$1,502. Effective July 1, 2011, the stipend shall be \$1,543.

l) Subject Matter Leaders: Subject Matter Leaders shall be assigned at each of the Middle Schools in each of the curricular subject areas. Responsibilities include, but are not limited to, implementation of New York State standards into the appropriate curriculum area, organization and implementation of staff development workshops, administration of local, regional and state assessments, and coordination of scoring efforts for District and State assessments, and other duties/responsibilities as directed by the building principal. Effective July 1, 2010, the stipend shall be \$2,707. Effective July 1, 2011, the stipend shall be \$2,781.

m) Teachers on Special Assignment/Curriculum and Instruction: Effective July 1, 2010, the stipend shall be \$2,707. Effective July 1, 2011, the stipend shall be \$2,781.

n) Mentor Teachers: Effective July 1, 2010, teachers who are appointed by the Board of Education to and actually serve as Mentor Teachers in the District's Mentor Program to a first year intern shall receive a prorated (monthly) stipend of \$1,134 per year. . Effective July 1, 2011, the stipend shall be \$1,165. Teachers who are appointed by the Board of Education to and actually serve as Mentor Teachers in the District's Mentor Program to a second year intern will receive one-half of the stipend set forth above.

8. Coaches Stipends

a. For the school years 2010-2011 and 2011-2012, the current point generator system for determining coaches' stipends shall remain in effect.

b. The longevity schedule for coaches will be as follows:

Step	DISTRICT YEARS IN CURRENT SPORT*	2010-2011	2011-2012			
1	0-1	\$13.67	\$14.05			
2	2-5	\$14.32	\$14.71			
3	6-10	\$16.95	\$17.42			
4	11+	\$18.22	\$18.73			

* For MTA unit members, step placement for each coaching position will be determined by the individual's prior years of interscholastic coaching experience in that sport. The

District shall not be required to retroactively adjust the longevity payment of any current District coach.

c. The point generator for extra-curricular activities shall be modified to include a category for "Coaches Only" which shall include the following only:

- (i). Medical responsibility
- (ii). Competition, Supervision and Evaluation
- (iii). Varsity Head coaches only

d. Coaches will be paid in four checks during: October and November for the Fall season; February and March for the Winter season; and April/May and June for the Spring season. Payment shall be made as part of the employee's regular pay check.

e. Extra-curricular and coaching positions are one-year appointments. If the District is not satisfied with the performance of the employee in the extra-curricular or coaching position, an administrator will meet with the individual immediately to inform him/her of the concern and to allow a response. Employees holding extra-curricular positions will be notified of the District's intent to reappoint or not to reappoint the individual by June 1 of each year for the next year. Coaches, after the conclusion of the season in which the particular sport is held, or 30 days after the last contest in which a particular sport is held (whichever is later), will receive a written evaluation that will include the District's intent to reappoint or not to reappoint him/her to the position. The District may reverse its decision if "just cause" is established. In the event a coach is not reappointed or there is a vacancy for any other reason, all qualified personnel shall have the opportunity to apply for extracurricular activities, and all factors being equal (experience, expertise, compatibility with program group dynamics) members of the bargaining unit will be given preference.

9. Co- and Extra-Curricular Stipends

a. Base stipends for all co-curricular and extra-curricular base stipends for the and 2010-2011 and 2011-2012 school years, excluding coaches, shall be as set forth in Appendix "D."

b. Effective July 1, 2010, elementary school employees who are involved in an extra-curricular school production that is open to the entire school and includes after-school and evening practices/performances shall receive a stipend as set forth in the in Appendix D. There shall be no more than one production per school per

semester for a total of two (2) productions per school per year. The performance and stipend must be approved by the building principal. If more than one employee is involved in the production, the stipend shall be prorated according to the number of employees involved in the performance.

c. Music teachers will be compensated for participating in the following extra-curricular music events beyond the normal work day: Elementary, Middle School and High School All County events, Area All-State events, All State events, All Eastern events and New York State School Band Directors Association events. Upon completion of the duties and responsibilities related to these events, music teachers will complete and submit the District's payroll report document for administrative signature(s).

The hourly rate of pay to be utilized in order to compensate music teachers for the events listed in this paragraph will be as follows: the rate for 5 hours will be one-half the sum of the Summer Curriculum Writing Rate and 1/200th of step 1. This rate is then divided by 5 to determine the hourly rate.

10. National Teacher Certification Stipend. A \$1,000 annual stipend shall be paid to an employee who successfully obtains National Teacher Certification and submits documentation and verification of same to the Superintendent's Office. The stipend shall be paid on an annual basis provided the employee maintains Certification. Should the employee become eligible for the stipend during the school year, the stipend will be prorated.

Employees who do not obtain National Teacher Certification, but instead complete a comparable, appropriate and viable National Certification within their discipline, shall be eligible for the \$1,000 stipend dependent upon the mutual agreement of the Association President and the Superintendent of Schools or his/her designee. The stipend shall be payable as described above.

B. Step Placement

1. Whenever a new schedule is adopted, each employee shall be placed on the appropriate scheduled step and shall receive the salary to which the employee is entitled.

2. Teachers employed on a part-time basis shall move up one (1) step for each calendar year of service. When such teachers move from part-time to full-time service, step placement shall be based on the full-time equivalent of time served and not of calendar years served.

3. A full-time employee who is credited with service for .5 (5 months) or more of a school year shall receive one (1) year of credit toward step placement and service increment. A full-time employee who serves less than .5 (5 months) of a school year shall receive no credit.

C. Salary Adjustment for Earned Credits

1. Payment for either academic or in-service credits shall be granted when prior approval has been obtained from the Superintendent of Schools. No employee who is either on a sabbatical leave or on an educational leave without pay shall receive payment for more than 18 additional credits per contract year, except where waived in writing by the Superintendent.

2. In-service credits may be used for salary adjustment at the rate of two in-service credits for each four semester hours of academic credit until July 1, 1971. For credit earned thereafter, all approved credits will be accepted for salary adjustment.

3. Official transcripts of college credit hours earned must be filed with the Superintendent of Schools immediately upon completion of work taken for professional improvement.

4. The New York State Proficiency Examinations Program shall provide a valid means of awarding college credit to teachers who satisfactorily pass any of the planned examinations. Semester hours will be awarded at the recommendation of the New York State Department of Education.

5. Notice of satisfactory completion of approved in-service courses must be filed with the Superintendent of Schools immediately upon completion of courses taken outside the District. For courses taken inside the District, notification to the Superintendent will be made by the instructor.

6. When a teacher requests prior approval of studies to be pursued for which no official transcript can be presented to the Personnel Office, the Superintendent of Schools must sign the prior approval form assigning the exact number of credits to be granted.

7. Salary adjustments for earned credits shall be effective September 1 and February 1. Credits earned in the fall semester shall be compensated at the rate of one-half (1/2) the annual compensation. All unpaid compensation will be made in the last payroll of the contract year upon receipt of the official transcript.

8. The Personnel Office shall notify a teacher in writing of any transcripts, academic or in-service, within one (1) week of their receipt.

D. Step Credit for Prior Experience for the Entering Teacher

1. All prior full-time teaching experience for the entering teacher shall be honored for the step placement on the salary schedule at the minimum rate of one (1) year's credit for each two (2) years of experience.

2. An teacher who has performed military duty and has received an honorable discharge shall be credited with one (1) year for each of the first three (3) years of active duty and one (1) year for every two (2) years of active duty service beyond the first three (3) years. The maximum amount of military service credit shall not exceed five (5) years.

3. Experience in the Peace Corps, Vista, Job Corps, and Teacher Corps shall be evaluated for the entering teacher in terms of type of service as it relates to full-time teaching experience.

4. Work experience in the world of business for the entering teacher shall be evaluated in terms of training as it relates to the teacher's improvement.

5. No teacher shall be placed on a step higher than his/her years of experience warrant.

E. Military Service Credit

Any teacher who has performed honorable active military service shall be credited with one (1) year for every full year of active military service, to a maximum of three (3) years. Such credit shall be used toward meeting service increment requirements only. Such credit will be granted on the following basis: service of six (6) through twelve (12) months - one (1) year credit; service of eighteen (18) through twenty-four (24) months - two (2) years' credit; service of thirty (30) through thirty-six (36) months - three (3) years' credit. All active military service shall be documented with official evidence on file in the Personnel Office in order to receive approval.

F. Certified Teachers Below a B.A.

1. No full-time teacher in the District shall be paid a salary below the adopted base salary.

2. Such a teacher shall be considered to be equivalent to a B.A. teacher if he/she has had three (3) full years of college plus 30 college (not in-service) credits, with

at least one-half (1/2) of the 30 related to the present teaching assignment. Evaluations of credits will be made by the principal concerned or by the Personnel Director, whose decision may be appealed to the Superintendent and may be further appealed through grievance procedures to an impartial arbitrator.

3. After a teacher has achieved the status described in (1), he/she may use additional credits, beyond the 30 just described, to increase his/her salary.

G. Fringe Benefits

1. The District shall have the discretion to provide either the Statewide Health Insurance Plan (SHIP) or alternative coverage. Should the District elect to provide alternate coverage, such overall coverage shall be equal to or better than the SHIP then available.

Effective July 1, 2010, employees enrolled in the family health insurance plan shall contribute 7% of the difference between the cost of the family health insurance premium and the individual health insurance premium. Employees enrolled in the individual health insurance plan shall contribute 7% of the cost of the individual health insurance premium. Effective July 1, 2011, employees enrolled in the family health insurance plan shall contribute 8% of the difference between the cost of the family health insurance premium and the individual health insurance premium. Employees enrolled in the individual health insurance plan shall contribute 8% of the cost of the individual health insurance premium.

An Internal Revenue Code § 125 flexible spending plan related to employee health insurance contributions shall be implemented, provided that the District shall have the right to designate the Plan administrator. It is understood that participation in the flexible spending plan is voluntary.

All employees shall be required to pay the co-pay costs resulting from the use of the insurance prescription plan. Employees shall be required to assume any penalty resulting from a failure to comply with insurance plan regulations regarding pre-admission reviews and mandatory second surgical opinions. Employees shall be required to pay any deductible costs resulting from the use of the insurance plan. This benefit shall include the contribution rate as paid by the District and guaranteed under Civil Service Law as of 8/1/82 for retiree health benefits.

Employees who are eligible for family coverage through a spouse or other individual under the Orange-Ulster School District health insurance plan (in the event the District changes health insurance plans, the reference to the Orange-Ulster plan shall apply to the new plan), whether through the District or another employer, shall not also be

eligible for health insurance coverage through the District. In the event that the other individual's health insurance plan also prohibits dual participation in the Orange-Ulster Plan, the determination as to which school district is required to provide coverage will be made in accordance with the rules, regulations and by-laws of the Orange-Ulster Plan. Where this restriction causes a discontinuation of coverage, the employee should review paragraph "3" to determine whether the employee may be eligible for an insurance buyout. It is the intention of the parties in administering this provision to relieve the District of unnecessary insurance costs, not to preclude an individual or his/her dependents from health insurance coverage. Therefore, nothing contained in this provision shall preclude an employee from re-entering the Plan at any time when (s)he is no longer eligible for coverage under another person's Orange-Ulster health insurance plan (e.g., upon death of a spouse, divorce). Nor shall this provision be applied if its effect would be to leave the employee's children uninsured by reason of how custody and support issues have been determined by a court of law. Employees may opt to reenter the plan 30 days prior to retirement and receive individual coverage. In the event the employee has dependents and family coverage is needed, the Orange-Ulster health plan Birthday Rule shall prevail. All employees who are eligible for the Orange-Ulster health insurance plan through another source must provide the District with information about that other coverage by September 15 of every year, so that the District can determine the employee's eligibility for continued health insurance coverage. Employees must immediately notify the District of any changes in their health insurance coverage that may affect their eligibility under the District's plan.

A joint District/Association committee shall be established to discuss domestic partner health insurance coverage. The committee shall be composed of no more than two representatives designated by the District and two representatives designated by the Association. The committee shall complete its duties and report to the Superintendent of Schools no later than December 31, 2011. It is understood that criteria and other matters which are not terms related to health insurance for domestic partners shall not be subject to the jurisdiction of this committee. The committee's results are advisory. Nothing contained in this paragraph, nor any action or inaction of the committee, nor any statements made in committee meetings, shall be subject to the grievance procedure or to any PERB or court proceeding.

The following shall be applicable to employees who are on an approved non-FMLA unpaid leave of absence including, but not limited to, child care (Article VII(D)(1)), sabbatical (Article VII(E)), elected to public office (Article VII(E)(9)) and workers' compensation (Article VII(F)):

- a. Employees already receiving health and/or dental insurance shall remain eligible for health and/or dental insurance pursuant to Article VIII(G) of the collective bargaining agreement and the applicable

employee/employer contribution rates set forth therein through the end of the month in which the approved unpaid leave of absence commences.

- b. Effective with the first day of the month following the commencement of the approved unpaid leave of absence, employees shall no longer be eligible for health and/or dental insurance coverage pursuant to Article VIII(G) of the collective bargaining agreement and the District shall no longer make health and/or dental insurance contributions on behalf of the employee. Employees shall be eligible to maintain their health and/or dental insurance coverage through COBRA, in accordance with current District practices and policies and applicable law.
- c. Unless otherwise agreed to by the District, all approved unpaid leaves of absence must terminate on the last day of a month with the employee required to return to work on the first day of the following month. It is understood that, if the first day of a month is a non-work day, then the employee shall not be required to report to work until the next work day.
- d. Employees who return from an approved unpaid leave of absence on the first day of a month as set forth in paragraph "c" above shall be eligible for health and/or dental insurance coverage in accordance with Article VIII(G) of the collective bargaining agreement and the applicable employee/employer contribution rates set forth there on the first day of that month.
- e. Employees who return to work from an approved unpaid leave of absence, for any reason, on a day other than the first of a month as set forth in paragraph "c" above, shall not be eligible for health and/or dental insurance pursuant to Article VIII(G) of the collective bargaining agreement and the applicable employee/employer contribution rates until the first day of the following month.

2. Effective July 1, 2008, for all employees who have worked for the District for at least 20 full-time years, retire on or after July 1, 2008, receive benefits from the Teachers' Retirement System and meet all other District eligibility criteria, including having worked as a District employee on payroll on the last day of employment prior to retiring into and receiving benefits, the District's premium contribution rate shall be increased to 40% for family and 55% for individual coverage. Effective July 1, 2010, for all employees who retire on or after July 1, 2010, receive benefits from the Teachers

Retirement System and meet all other District eligibility criteria, including having worked as a District employee on payroll on the last day of employment prior to retiring into and receiving benefits, the District's premium contribution shall be:

- a. 50% for individual coverage and 35% for family coverage for employees with less than 20 years of full time service in the District.
- b. 55% for individual coverage and 40% for family coverage for employees with between 20 and 24 years of full time service in the District.
- c. 60% for individual coverage and 45% for family coverage for employees with between 25 and 29 years of full time service in the District.
- d. 65% for individual coverage and 55% for family coverage for employees with 30 or more years of full time service in the District.

3. Dental Insurance - The current dental plan's annual deductible shall be \$100 for individual and \$300 for family. Effective July 1, 2010, employees enrolled in the family dental insurance plan shall contribute 7% of the difference between the cost of the dental health insurance premium and the individual dental insurance premium. Employees enrolled in the individual dental insurance plan shall contribute 7% of the cost of the individual health insurance premium. Effective July 1, 2011, employees enrolled in the family dental insurance plan shall contribute 8% of the difference between the cost of the family dental insurance premium and the individual health insurance premium. Employees enrolled in the individual dental insurance plan shall contribute 8% of the cost of the individual dental insurance premium. An Internal Revenue Code § 125 flexible spending plan related to employee dental insurance contributions shall be implemented, provided that the District shall have the right to designate the Plan administrator. It is understood that participation in the flexible spending plan is voluntary.

A teacher who has a spouse who is both employed and is an enrollee under the District's Dental plan, or its equivalent, may choose to waive dental insurance and receive an additional sum equal to 25% of the premium savings to the District per annum, to be prorated and paid as follows: ten month employees who select the 20 paycheck option will receive their dental insurance declination payment in 20 equal installments beginning with the first September paycheck and ending with the last paycheck in June. These payments will cover the period July through June of the same fiscal year. Each payment will equal 1/20 of 25% of the dental insurance premium that would have been paid by the District. If the employee re-enters the dental insurance program during the course of the year, the declination payment shall be prorated and adjusted accordingly. Ten month employees who select the 24 paycheck option shall receive 24 equal installments. Employees who are hired during the school year will receive payments

beginning in the month following the first full month of declination. These payments will be made in equal installments in the remaining paychecks for that school year that dental insurance coverage was declined. The present payment for dental insurance declination shall be retroactively increased to 50% in any fiscal year, in which at least 22 employees, above and beyond that in effect as of June 1, 2006, employee's opt to decline family coverage and that number or more remain opted-out over the course of the entire fiscal year.

4. A teacher who has a spouse who is both employed and is an enrollee under a statewide major medical/GHT plan, or its equivalent may choose to waive the benefits stipulated in Section G.1 above and receive an additional sum equal to 25% of the premium savings to the District per annum, to be prorated and paid as follows: ten month employees who select the 20 paycheck option will receive their health insurance declination payment in 20 equal installments beginning with the first September paycheck and ending with the last paycheck in June. These payments will cover the period July through June of the same fiscal year. Each payment will equal 1/20 of 25% of the health insurance premium that would have been paid by the District. If the employee re-enters the health insurance program during the course of the year, the declination payment shall be prorated and adjusted accordingly. Ten month employees who select the 24 paycheck option shall receive 24 equal installments. Employees who are hired during the school year will receive payments beginning in the month following the first full month of declination. These payments will be made in equal installments in the remaining paychecks for that school year that health insurance coverage was declined. An employee who declines health insurance coverage through the mandatory non-duplication provision shall be entitled to the same health insurance declination payment.

The present payment for health insurance declination shall be retroactively increased to 50% in any fiscal year, in which at least 22 employees, above and beyond the number in effect as of June 1, 2010, of employees opt to decline family coverage and that number or more remain opted-out over the course of the entire fiscal year.

5. Benefit Fund:

a. On each July 1, the District shall make an annual payment of \$186.00 per unit member, as determined by the previous June 1, to the Benefit Fund.

b. The District shall continue to have the right to an accounting of the Fund.

c. The Association shall indemnify and save and hold the District and any of its employees, representatives, officers and/or members of the Board of Education (collectively "employees") harmless against any and all claims, demands, suits or other

forms of liability that may arise out of or by reason of any action taken or not taken by the District or any of its employees for the purpose of complying with this Agreement.

d. Should the Fund Trustees and/or Association desire to expand the category of employees eligible to participate in the Benefit Fund beyond the current members of the Association bargaining unit, the prior mutual approval of the Superintendent of Schools and the Association President will be required.

e. Should the Fund Trustees and/or Association desire to expand the benefits provided by the Benefit Fund beyond such benefits as an eyeglass plan, dental plan (new or enhanced), reimbursement for medical/dental deductibles, co-pays or premiums, insurance (life, disability) and/or wills, the prior mutual approval of the Superintendent of Schools and the Association President will be required.

H. Substitutes

1. The Superintendent evaluates experienced teachers who act as substitutes.

2. When a teacher is appointed to fill the position of a classroom teacher who has been granted a formal leave of absence, a prorated teaching contract shall be provided to the teacher-replacement for a period of the leave of absence, with appropriate placement on the salary schedule. However, any replacements made after April 1 of the current school year, to serve the remainder of the current school year, shall serve on substitute basis rather than a contractual basis.

3. Teachers who are currently employed, who are requested to serve as substitutes, may do so, using any free periods they may have at the rate of \$20.00 per class period or equivalent for which they serve.

I. District Tuition Credit

Full-time non-District resident employees with students attending District schools in accordance with District non-resident student policy will be credited with a prorated \$2,000 per annum reduction in District tuition expenses per child. Attendance at a particular school may be requested, but placement decisions will be at the sole discretion of the Superintendent of Schools.

SECTION IX - GENERAL PROVISIONS

A. In-Service Courses

1. An in-service course is an approved course of study which does not carry academic credit. It may be a course sponsored and financed by the District, one sponsored by another school district, or any such course recognized by the New York State Department of Education.

2. In the selection of in-service courses sponsored by the District, special attention should be given to:

a. Courses related to subject areas, especially those fields undergoing curriculum changes, such as English, science, mathematics, and social studies.

b. Courses for enrichment.

c. Courses which are teacher-initiated on the basis of need and/or interest.

3. Compensation for instructors selected in the District shall be no less than \$500 per half-year course. Ten (10) 2-hour sessions or \$50 per session regardless of the number of sessions.

4. In-service credits shall be granted to teachers on the basis of one (1) credit for each ten (10) hours of class.

5. If organized in-service education is made available in a form other than a group instruction course having a fixed time schedule, arrangements as to the topics of the courses, compensation of the person providing the instruction or supervising the learner(s), and the basis for awarding credits shall be determined cooperatively with the Association.

6. Where in-service course(s) are offered, the District will attempt to schedule them at a time and date convenient with the greatest possible number of teachers consistent with the needs of the course(s).

B. Professional Improvement

1. Each teacher should show evidence of professional improvement as a result of participation in one or more of the areas listed below during each three (3) year period of service in the District.

2. Each teacher should accumulate three (3) credit hours or the equivalent in approved professional activities such as: in-service courses, graduate study, summer institutes, workshops, professional conferences, professional writing or other creative work, travel of educational value, teaching in other institutions, teaching in-service courses, consultant or advisory work, editorial work, testing new educational tools or ideas, serving as an officer of a professional organization, community service related to education, educational research, other activities approved by the Superintendent of Schools.

C. Monthly Meetings

1. The principal of each school shall meet at least once a month with the Association Building Committee at either's request to discuss school operations and questions relating to the implementation of this contract. The meetings shall not be held during the teachers' day. The Association Building Committee shall consist of not more than three (3) teachers from the school selected or appointed in a manner to be determined by the Association. Proposed changes in existing rules and procedures and new rules and procedures for each school shall be appropriate subjects for discussion at such meetings, it being understood that such rules adopted or maintained by any principal shall not be in violation of the terms of this Agreement.

2. The Superintendent shall meet regularly with representatives of the Association on at least a monthly basis to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

3. The meetings mentioned in this Article shall not be for the filing or processing of grievances.

4. A committee composed of equal representation by members of the Board of Education, the Association, Student Council representatives, and the Superintendent or his/her designated representatives shall meet when one or more of those parties deem it necessary to discuss the aspects of education in the District in a general manner for the extension or improvement of the educational system.

5. Discussions will also include the following requests made by the District.

The District requests that the Association support in principle and exert leadership in the following areas:

- a. Cooperation with the Superintendent in the organization and operation of a tutoring program for all students who wish to receive such service.
- b. Cooperation with the Superintendent in the organization and operation of enrichment programs for superior students and remedial programs for students having problems.
- c. Cooperation with the Superintendent in the organization and the development and operation of a series of parent-teacher conferences.
- d. Cooperation with school administrators in discouraging occasional practices of a few teachers whose actions may reflect unfavorably on the image of the entire staff.
- e. Cooperation with the Superintendent in the development and operation of a program to recruit outstanding teachers and to orient new teachers to the school and community.
- f. Participation by the Association during public informational campaigns relating to tax or debt limit referenda, bond issues, or building campaigns.
- g. Cooperation with the Superintendent in conducting the work of advisory "task forces," including both professional and lay members of the community, whose responsibilities would be to present written recommendations to the District in areas such as:
 - 1) How can recreational programs for area residents be improved through school-community cooperation?
 - 2) How can the community make fuller use of school facilities?
 - 3) How can social activities be expanded for teachers and other young professionals in the area?
 - 4) How can senior citizens participate in the work of the schools, and what activities can the schools make available to retired men and women?

5) How can residents with special skills and interests be utilized as resource personnel for classroom activities?

6) How can local concerted efforts be utilized to promote equitable state legislation for support of city school districts such as Middletown?

7) How can school personnel participate with representatives from community business and industry to improve the economic vitality of our area, attract new industry to the community, and improve the general fabric of the greater Middletown community?

h. Participation by the entire professional staff in a comprehensive program of in-service professional improvement.

i. Development and operation of in-service courses in addition to those conducted by the District.

j. Participation in curriculum studies every year under the direction of the Superintendent.

D. Evaluation and Reporting

Teachers in conjunction with administrators from their areas shall develop a means of reporting to parents and evaluating pupils' progress.

E. Budget

Although the following budget procedures refer to teachers, they embrace the entire professional staff covered within this Agreement, including coaches, guidance, health, and other similar employee categories.

1. Teachers shall be given notice, at least one (1) month in advance, regarding the date for preliminary preparation of budget requests to be submitted to the building principal together with the indications of the amounts of money these requests may involve.

2. After budget cuts are determined, teachers shall be permitted to decide which items on their list of requests are to be cut, either by indicating the rank of priorities or by making the cuts themselves.

3. If requests have been submitted before a tentative budget has been approved, teachers shall be informed which of their requests have been deleted by the Board.

4. After the final budget has been adopted, and no later than the fourth day of school, teachers shall be informed by the building administrator and/or department head which budget requests have been deleted by the Board. They shall also be informed if delays in ordering or delivery are likely to occur due to factors beyond the control of the Board.

5. If transfers of unused portions of allocated funds from one department or area to another are necessary, teachers affected shall be informed and permitted to discuss the matter before the transfer is made.

F. Mileage Compensation for Approved Out-of-District Travel

1. Approval for reimbursed travel on school business shall be obtained from the immediate supervisor and approved by the Superintendent of Schools.

2. Whenever possible, a District vehicle shall be used. When such vehicle is not available, reimbursement will be made for mileage and other necessary costs.

3. For authorized travel when a District vehicle is not available, the prevailing district rate will be paid per mile upon the presentation of a properly executed purchase order to the business office.

G. Summer School

1. Staff

a. When filling summer school staff positions, preference shall be given to qualified personnel within the school system if personality, ability, and professional qualifications of such personnel are essentially equal to those of other applicants. Experience within and outside the system, training, certification, and potential ability shall be considered in granting positions. In addition, summer school seniority, shall be considered in granting positions. Once there is a break in summer school employment all summer school seniority is lost.

b. A notice of said positions shall be posted on the bulletin board of each building for a period of not less than twenty-one (21) calendar days prior to submission of applications. During this period, the positions shall not be filled. Any

emergency vacancy may be filled at other times by posting a notice, but no waiting period need be observed.

c. All applicants will be notified when the positions have been filled.

2. Evaluations

a. Every summer school teacher shall receive a summative evaluation, written by his/her administrator. This evaluation shall include informal and/or formal classroom observations, as well as general characteristics related to overall job performance. The summative evaluation report shall be completed and discussed with the teacher no later than the end of the fifth week of the program, where possible. At that discussion, a teacher who receives a negative report may request that a formal classroom observation be scheduled not later than the end of the sixth week of the program. Teachers shall be permitted to comment in writing on the report within three (3) school days from the date of the discussion about the report.

All forms used in this evaluation procedure will be adopted by the summer school administration from those forms in use during the school year.

3. Salary

a. A teacher in summer school shall be compensated at the rate of 1/200 of the BA-1 rate per day.

b. This schedule is based on a full teaching load for the summer, which is considered to be three one and one-half hour periods for the length of the session. (Session length is either four weeks or six weeks.)

c. Salary will be pro-rated on the basis of 1/3 of the above sum for each 90-minute period of instruction.

H. Curriculum Changes

Teachers shall be involved in all changes of curriculum. Teachers involved in curriculum writing shall be compensated at the rate of \$182 per five (5) hour day.

I. The Association President may request to meet with the Superintendent of Schools or designee to review job descriptions for unit members.

SECTION X - MISCELLANEOUS PROVISIONS OF CONTRACT

A. Any change in written policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and/or any change of terms and conditions of employment in effect at the time of this Agreement affecting the majority of teachers in a specialty field taken as a unit, or the majority of teachers in the elementary schools taken as a unit, or the majority of the teachers in the secondary schools taken as a unit, or the majority of all unit personnel; which has not been covered by an Association proposal, shall be permanently implemented only after the Association has been given the opportunity to negotiate same with the District, pursuant to a written request by the Association submitted within ten (10) school days of the change or of the notice of the change, whichever shall come first.

B. The terms of this contract shall not apply where inconsistent with constitutional, statutory or other legal provisions including, but not limited to, the rules and regulations of the Commissioner of Education, the rules, regulations (by-laws and policy of the Board of Education), and the statutes of the State of New York. If any provision of this Agreement is found to be contrary to law, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this contract shall remain in effect.

C. All teachers now employed or hereafter employed by the District shall receive a copy of the CBA. Additional copies shall be made available as needed by the District. The printing shall be at the expense of the District and shall be within twenty (20) working days after the signing of the CBA by both parties. The District shall provide the Association with a computer disc that contains the entire contents of the Agreement.

D. No individual arrangement, agreement, or contract shall be entered into between the Board and an individual teacher, which is not subject to and consistent with the terms and conditions of this Agreement; and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this Agreement.

E. The stipend for newly created extracurricular positions shall be permanently implemented only after the Association has been given the opportunity to negotiate same with the District pursuant to a written request by the Association submitted within twenty (20) school days of the implementation or of the notice of the planned implementation, whichever shall come first.

SECTION XI - DURATION OF CONTRACT

This contract shall be effective as of July 1, 2010 and shall continue in full force and effect through June 30, 2012, inclusive.

THE MIDDLETOWN TEACHERS
ASSOCIATION

By: Sheela E. Caputo
President

By: Mary A. Day
Chief Negotiator

By: Patrick Kennedy
Negotiating Committee Member

By: Lois Darnall-Cook
Negotiating Committee Member

Dated this 25th day of
July, 2013.

THE ENLARGED CITY SCHOOLE
DISTRICT OF MIDDLETOWN

By: James W. [Signature]
Superintendent of Schools

APPENDIX A

MIDDLETOWN TEACHERS' ASSOCIATION

Middletown, New York

These positions would not be included in the bargaining unit:

Superintendent
Assistant Superintendents
Administrative Assistants
Principals
Vice Principals
Assistant Principals
Supervisor for Speech and Hearing Services
Director for Pupil Personnel and Special Services
Supervisor for Physical Education, Health & Athletics
Director for Personnel Services
Supervisor for Guidance Services
School Physicians
Business Executive
Program Coordinator for Bilingual Education
Supervisor for Early Childhood Education

7/30/13

APPENDIX B

MIDDLETOWN ENLARGED CITY SCHOOL DISTRICT

GRIEVANCE FORM

TO:

DATE:

STAGE:

CONTRACT SECTION AND PARAGRAPHS APPLICABLE:

AGGRIEVED MEMBER:

DATE(S) OF PROBLEM:

LOCATION OF PROBLEM:

NATURE OF GRIEVANCE:

REDRESS DESIRED:

From:

Aggrieved Member

Chair, Grievance Committee

APPENDIX C**Appendix C**

2010/2011	POINTS	2.50% STEP 1	2.50% STEP 2	2.50% STEP 3	2.50% STEP 4
COACHING STIPENDS					
AIR RIFLE COACH	300	4101	4296	5085	5466
BASEBALL VARSITY COACH	365	4990	5227	6187	6650
BASEBALL ASST VARSITY COACH	325	4443	4654	5509	5922
BASEBALL JV COACH	315	4306	4511	5339	5739
BASEBALL MODIFIED A COACH	270	3691	3866	4577	4919
BASEBALL MODIFIED B COACH	270	3691	3866	4577	4919
BASEBALL FRESHMAN COACH (BOYS)	310	4238	4439	5255	5648
BASKETBALL VARSITY HEAD COACH (BOYS)	375	5126	5370	6356	6833
BASKETBALL VARSITY HEAD COACH (GIRLS)	375	5126	5370	6356	6833
BASKETBALL ASST VARSITY COACH (BOYS)	330	4511	4726	5594	6013
BASKETBALL ASST VARSITY COACH (GIRLS)	330	4511	4726	5594	6013
BASKETBALL JV COACH (BOYS)	315	4306	4511	5339	5739
BASKETBALL JV COACH (GIRLS)	315	4306	4511	5339	5739
BASKETBALL FRESHMAN COACH (BOYS)	315	4306	4511	5339	5739
BASKETBALL MODIFIED COACH (BOYS)	270	3691	3866	4577	4919
BASKETBALL MODIFIED COACH (GIRLS)	270	3691	3866	4577	4919
CHEERLEADING COACH (VARSITY BOYS BASKETBALL)	270	3691	3866	4577	4919
CHEERLEADING COACH (VARSITY GIRLS BASKETBALL)	270	3691	3866	4577	4919
CHEERLEADING COACH (JV BASKETBALL)	255	3486	3652	4322	4646
CHEERLEADING COACH (VARSITY FOOTBALL)	265	3623	3795	4492	4828
CHEERLEADING COACH (VARSITY SOCCER)	240	3281	3437	4068	4373
CHEERLEADING COACH (VARSITY WRESTLING)	205	2802	2936	3475	3735
CROSS COUNTRY VARSITY COACH (BOYS)	310	4238	4439	5255	5648
CROSS COUNTRY VARSITY COACH (GIRLS)	310	4238	4439	5255	5648
CROSS COUNTRY MODIFIED COACH	225	3076	3222	3814	4100
DIVING COACH (BOYS)	300	4101	4296	5085	5466
DIVING COACH (GIRLS)	300	4101	4296	5085	5466
FOOTBALL VARSITY HEAD COACH	390	5331	5585	6611	7106
FOOTBALL ASST VARSITY COACH	325	4443	4654	5509	5922
FOOTBALL JV COACH	315	4306	4511	5339	5739
FOOTBALL JV ASST COACH	310	4238	4439	5255	5648
FOOTBALL HEAD COACH (MODIFIED A)	285	3896	4081	4831	5193
FOOTBALL HEAD COACH (MODIFIED B)	285	3896	4081	4831	5193
FOOTBALL ASST COACH (MODIFIED A)	280	3828	4010	4746	5102

FOOTBALL ASST COACH (MODIFIED B)	280	3828	4010	4746	5102
GOLF VARSITY COACH	285	3896	4081	4831	5193
SKI COACH (BOYS)	305	4169	4368	5170	5557
SKI COACH (GIRLS)	305	4169	4368	5170	5557
SOCCER VARSITY HEAD COACH (BOYS)	365	4990	5227	6187	6650
SOCCER VARSITY HEAD COACH (GIRLS)	365	4990	5227	6187	6650
SOCCER ASST VARSITY COACH (BOYS)	320	4374	4582	5424	5830
SOCCER ASST VARSITY COACH (GIRLS)	320	4374	4582	5424	5830
SOCCER JV COACH (BOYS)	300	4101	4296	5085	5466
SOCCER JV COACH (GIRLS)	300	4101	4296	5085	5466
SOCCER MODIFIED COACH (BOYS)	270	3691	3866	4577	4919
SOCCER MODIFIED COACH (GIRLS)	270	3691	3866	4577	4919
SOFTBALL VARSITY COACH (GIRLS)	365	4990	5227	6187	6650
SOFTBALL ASST VARSITY COACH (GIRLS)	325	4443	4654	5509	5922
SOFTBALL JV COACH (GIRLS)	315	4306	4511	5339	5739
SOFTBALL MODIFIED COACH (GIRLS)	270	3691	3866	4577	4919
SWIMMING VARSITY COACH (BOYS)	355	4853	5084	6017	6468
SWIMMING VARSITY COACH (GIRLS)	355	4853	5084	6017	6468
TENNIS VARSITY COACH (BOYS)	300	4101	4296	5085	5466
TENNIS VARSITY COACH (GIRLS)	300	4101	4296	5085	5466
TENNIS JV COACH (BOYS)	240	3281	3437	4068	4373
TENNIS JV COACH (GIRLS)	240	3281	3437	4068	4373
TRACK VARSITY INDOOR COACH (BOYS)	305	4169	4368	5170	5557
TRACK VARSITY INDOOR COACH (GIRLS)	305	4169	4368	5170	5557
TRACK VARSITY OUTDOOR COACH (BOYS)	330	4511	4726	5594	6013
TRACK VARSITY OUTDOOR COACH (GIRLS)	330	4511	4726	5594	6013
TRACK ASST VARSITY OUTDOOR (BOYS)	300	4101	4296	5085	5466
TRACK ASST VARSITY OUTDOOR (GIRLS)	300	4101	4296	5085	5466
TRACK MODIFIED OUTDOOR COACH (GIRLS/BOYS)	240	3281	3437	4068	4373
VOLLEYBALL VARSITY COACH (GIRLS)	320	4374	4582	5424	5830
VOLLEYBALL JV COACH (GIRLS)	285	3896	4081	4831	5193
VOLLEYBALL MODIFIED COACH	255	3486	3652	4322	4646
WRESTLING VARSITY COACH	370	5058	5298	6272	6741
WRESTLING ASST VARSITY COACH	320	4374	4582	5424	5830
WRESTLING JV COACH	305	4169	4368	5170	5557
WRESTLING MODIFIED COACH	270	3691	3866	4577	4919

ILLUSTRATIVE ONLY

2011/2012

		2.75%	2.75%	2.75%	2.75%
		STEP			
COACHING STIPENDS	POINTS	1	STEP 2	STEP 3	STEP 4
AIR RIFLE COACH	300	4101	4296	5085	5466
BASEBALL VARSITY COACH	365	4990	5227	6187	6650

BASEBALL ASST VARSITY COACH	325	4443	4654	5509	5922
BASEBALL JV COACH	315	4306	4511	5339	5739
BASEBALL MODIFIED A COACH	270	3691	3866	4577	4919
BASEBALL MODIFIED B COACH	270	3691	3866	4577	4919
BASEBALL FRESHMAN COACH (BOYS)	310	4238	4439	5255	5648
BASKETBALL VARSITY HEAD COACH (BOYS)	375	5126	5370	6356	6833
BASKETBALL VARSITY HEAD COACH (GIRLS)	375	5126	5370	6356	6833
BASKETBALL ASST VARSITY COACH (BOYS)	330	4511	4726	5594	6013
BASKETBALL ASST VARSITY COACH (GIRLS)	330	4511	4726	5594	6013
BASKETBALL JV COACH (BOYS)	315	4306	4511	5339	5739
BASKETBALL JV COACH (GIRLS)	315	4306	4511	5339	5739
BASKETBALL FRESHMAN COACH (BOYS)	315	4306	4511	5339	5739
BASKETBALL MODIFIED COACH (BOYS)	270	3691	3866	4577	4919
BASKETBALL MODIFIED COACH (GIRLS)	270	3691	3866	4577	4919
CHEERLEADING COACH (VARSITY BOYS BASKETBALL)	270	3691	3866	4577	4919
CHEERLEADING COACH (VARSITY GIRLS BASKETBALL)	270	3691	3866	4577	4919
CHEERLEADING COACH (JV BASKETBALL)	255	3486	3652	4322	4646
CHEERLEADING COACH (VARSITY FOOTBALL)	265	3623	3795	4492	4828
CHEERLEADING COACH (VARSITY SOCCER)	240	3281	3437	4068	4373
CHEERLEADING COACH (VARSITY WRESTLING)	205	2802	2936	3475	3735
CROSS COUNTRY VARSITY COACH (BOYS)	310	4238	4439	5255	5648
CROSS COUNTRY VARSITY COACH (GIRLS)	310	4238	4439	5255	5648
CROSS COUNTRY MODIFIED COACH	225	3076	3222	3814	4100
DIVING COACH (BOYS)	300	4101	4296	5085	5466
DIVING COACH (GIRLS)	300	4101	4296	5085	5466
FOOTBALL VARSITY HEAD COACH	390	5331	5585	6611	7106
FOOTBALL ASST VARSITY COACH	325	4443	4654	5509	5922
FOOTBALL JV COACH	315	4306	4511	5339	5739
FOOTBALL JV ASST COACH	310	4238	4439	5255	5648
FOOTBALL HEAD COACH (MODIFIED A)	285	3896	4081	4831	5193
FOOTBALL HEAD COACH (MODIFIED B)	285	3896	4081	4831	5193
FOOTBALL ASST COACH (MODIFIED A)	280	3828	4010	4746	5102
FOOTBALL ASST COACH (MODIFIED B)	280	3828	4010	4746	5102
GOLF VARSITY COACH	285	3896	4081	4831	5193
SKI COACH (BOYS)	305	4169	4368	5170	5557
SKI COACH (GIRLS)	305	4169	4368	5170	5557
SOCCER VARSITY HEAD COACH (BOYS)	365	4990	5227	6187	6650
SOCCER VARSITY HEAD COACH (GIRLS)	365	4990	5227	6187	6650
SOCCER ASST VARSITY COACH (BOYS)	320	4374	4582	5424	5830
SOCCER ASST VARSITY COACH (GIRLS)	320	4374	4582	5424	5830
SOCCER JV COACH (BOYS)	300	4101	4296	5085	5466
SOCCER JV COACH (GIRLS)	300	4101	4296	5085	5466
SOCCER MODIFIED COACH (BOYS)	270	3691	3866	4577	4919
SOCCER MODIFIED COACH (GIRLS)	270	3691	3866	4577	4919
SOFTBALL VARSITY COACH (GIRLS)	365	4990	5227	6187	6650
SOFTBALL ASST VARSITY COACH (GIRLS)	325	4443	4654	5509	5922
SOFTBALL JV COACH (GIRLS)	315	4306	4511	5339	5739
SOFTBALL MODIFIED COACH (GIRLS)	270	3691	3866	4577	4919
SWIMMING VARSITY COACH (BOYS)	355	4853	5084	6017	6468
SWIMMING VARSITY COACH (GIRLS)	355	4853	5084	6017	6468

TENNIS VARSITY COACH (BOYS)	300	4101	4296	5085	5466
TENNIS VARSITY COACH (GIRLS)	300	4101	4296	5085	5466
TENNIS JV COACH (BOYS)	240	3281	3437	4068	4373
TENNIS JV COACH (GIRLS)	240	3281	3437	4068	4373
TRACK VARSITY INDOOR COACH (BOYS)	305	4169	4368	5170	5557
TRACK VARSITY INDOOR COACH (GIRLS)	305	4169	4368	5170	5557
TRACK VARSITY OUTDOOR COACH (BOYS)	330	4511	4726	5594	6013
TRACK VARSITY OUTDOOR COACH (GIRLS)	330	4511	4726	5594	6013
TRACK ASST VARSITY OUTDOOR (BOYS)	300	4101	4296	5085	5466
TRACK ASST VARSITY OUTDOOR (GIRLS)	300	4101	4296	5085	5466
TRACK MODIFIED OUTDOOR COACH (GIRLS/BOYS)	240	3281	3437	4068	4373
VOLLEYBALL VARSITY COACH (GIRLS)	320	4374	4582	5424	5830
VOLLEYBALL JV COACH (GIRLS)	285	3896	4081	4831	5193
VOLLEYBALL MODIFIED COACH	255	3486	3652	4322	4646
WRESTLING VARSITY COACH	370	5058	5298	6272	6741
WRESTLING ASST VARSITY COACH	320	4374	4582	5424	5830
WRESTLING JV COACH	305	4169	4368	5170	5557
WRESTLING MODIFIED COACH	270	3691	3866	4577	4919

ILLUSTRATIVE ONLY

APPENDIX D

ELEMENTARY EXTRA CURRICULAR ACTIVITY	POINTS	2010/11	2011/12
NATIONAL HONOR SOCIETY	160	2,187	2,248
ODYSSEY OF THE MIND (2)	120	1,640	1,686
ELEMENTARY THEATRICAL PRODUCTION-DIRECTOR	115	1,572.85	1,615.75
ELEMENTARY THEATRICAL PRODUCTION-ASSISTANT DIRECTOR	110	1,503.70	1,548.58
ELEMENTARY THEATRICAL PRODUCTION-ART DIRECTOR	65	898.55	913.25
MIDDLE SCHOOLS			
ART CLUB	155	2,119	2,178
BUILDERS CLUB	170	2,324	2,389
CHESS CLUB	155	2,119	2,178
COMPUTER WORKSHOP	155	2,119	2,178

DANCE CLUB	145	1,982	2,037
DRAMA CLUB	140	1,914	1,967
DRAMA PERFORMANCE	280	3,828	3,934
HEALTH/SAFETY COORDINATOR	165	2,256	2,318
JAZZ BAND	180	2,461	2,529
LATIN PERCUSSION CLUB	125	1,709	1,756
LITERARY MAGAZINE	140	1,914	1,967
MATH TEAM ADVISOR	160	2,187	2,248
MULTI-CULTURAL CLUB	85	1,162	1,194
NEWSPAPER CLUB	125	1,709	1,756
PEP CLUB	175	2,392	2,459
PHOTOGRAPHY CLUB	100	1,367	1,405
SCIENCE CLUB	150	2,051	2,108
SKI CLUB	225	3,076	3,161
STUDENT COUNCIL	325	4,443	4,566
TECHNOLOGY CLUB	150	2,051	2,108
YEARBOOK CLUB	215	2,939	3,021
MIDDLETOWN HIGH SCHOOL			
EXTRA-CURRICULAR ACTIVITY	POINTS	2010/11	2011/12
ART HONOR SOCIETY	180	2,461	2,529
BAND EXCHANGE DIR. (No Overnight Competition)	220	3,007	3,091
BAND EXCHANGE DIRECTOR (Overnight Competition)	270	3,691	3,794
BOCES ENRICHMENT	225	3,076	3,161
CHORAL EXCHANGE (No Overnight Competition)	230	3,144	3,232
CHORAL EXCHANGE (Overnight Competition)	280	3,828	3,934
CLASS ADVISOR - 9	125	1,709	1,756
CLASS ADVISOR - 10	180	2,461	2,529
CLASS ADVISOR - 11	190	2,597	2,670
CLASS ADVISOR - 12	405	5,536	5,690
COMPUTER CLUB	145	1,982	2,037
DEBATE CLUB	110	1,504	1,546
DRAMA CLUB	205	2,802	2,880
ENLIGHTENMENT	170	2,324	2,389
EPILOGUE	335	4,579	4,707

FBLA	130	1,777	1,827
INDUSTRIAL ARTS/WOODWORKING	95	1,299	1,335
JAZZ BAND	165	2,256	2,318
KEY CLUB	270	3,691	3,794
LITERARY MAGAZINE	105	1,435	1,475
MARCHING BAND	300	4,101	4,215
MATH TEAM ADVISOR	140	1,914	1,967
MIDDLETOWN ATHLETES CARE	180	2,461	2,529
MOCK TRAIL	135	1,845	1,897
MUSICAL PRODUCTION-MUSIC DIRECTOR	205	2,802	2,880
MUSICAL PRODUCTION-PROD/DIRECTOR	275	3,759	3,864
MUSICAL PRODUCTION - TECH DIRECTOR	155	2,119	2,178
NATIONAL HONOR SOCIETY	205	2,802	2,880
NEWSPAPER ADVISOR	165	2,256	2,318
OUTDOOR EDUCATION	135	1,845	1,897
PIPERS	225	3,076	3,161
SCHOLASTIC BOWL	170	2,324	2,389
SCIENCE CLUB	150	2,051	2,108
SKI CLUB	155	2,119	2,178
SPANISH/FRENCH CLUB	235	3,212	3,302
STUDENT ACTION LEAGUE	140	1,914	1,967
STUDENT COUNCIL ADVISOR	285	3,896	4,004
STUDENT INFORMATION	145	1,982	2,037
VARSITY CLUB	205	2,802	2,880
YOUTH IN GOVERNMENT	165	2,256	2,318
*** ILLUSTRATIVE ONLY***			

APPENDIX E

1. We are both eighteen years of age or older and not married to other individuals and are not related by blood in a manner that would bar marriage under the laws of the State of New York.

2. We are each other's sole domestic partner, have been so for at least six months prior to the date of this form, and intend to remain so indefinitely. We are in a relationship of mutual support, caring and commitment, and have assumed responsibility for each other's welfare.

3. We have been living together in one domicile on a continuous basis for at least six months prior to the date of this affidavit and submit proof of qualifying cohabitation.

4. I, the employee, affirm that I will notify the district in writing of a change in my domestic partnership.

Print Name (Employee)

Print Name (Partner)

Date of Birth _____

Address:

Address:

Signature:

Signature:

Date: _____

Date: _____

I affirm the above information to be true.

Name

Date