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AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION
DOVER UNION FREE SCHOOL DISTRICT**

**TOWNS OF DOVER, AMENIA, WASHINGTON AND UNION VALE
DUTCHESS COUNTY
DOVER PLAINS, NEW YORK 12522**

AND

THE DOVER-WINGDALE TEACHERS ASSOCIATION

July 1, 2010 – June 30, 2013

TABLE OF CONTENTS

ARTICLE		PAGE
ARTICLE I	RECOGNITION.....	1
ARTICLE II	ASSOCIATION RIGHTS.....	1
ARTICLE III	DECLARATION OR PLEDGE OF NO-STRIKE POLICY.....	2
ARTICLE IV	GRIEVANCE PROCEDURE.....	2
	GENERAL PROVISIONS.....	2
	PROCEDURES.....	3
	ARBITRATION.....	3
ARTICLE V	TEACHING CONDITIONS.....	4
	SCHOOL CALENDAR, LENGTH OF YEAR AND DAY.....	4
	TEACHER FACILITIES.....	4
	CLASS SIZE AND TEACHER LOAD.....	5
	ELEMENTARY (K-5).....	5
	MIDDLE AND HIGH SCHOOL.....	5
	NINE PERIOD DAY.....	6
	TRAVEL BETWEEN BUILDINGS.....	7
	BLOCK SCHEDULE.....	7
ARTICLE VI	TEACHER ASSIGNMENTS.....	7
	NOTIFICATION.....	7
	TEACHER TRANSFER.....	8
	COORDINATORS.....	8
	EXTRA-CURRICULAR ACTIVITIES.....	8
	RELEASE TIME FOR GRADING.....	8
ARTICLE VII	STUDENT DISCIPLINE.....	9
ARTICLE VIII	EVALUATIONS AND PERSONNEL FOLDER.....	9
	PROCEDURES.....	9
	PERSONNEL FOLDERS.....	10
ARTICLE IX	SUBSTITUTES.....	10

TABLE OF CONTENTS (CONTINUED)

ARTICLE		PAGE
ARTICLE X	IN-SERVICE AND CONFERENCES.....	11
	IN-SERVICE	11
	CURRICULUM WRITING RATE.....	11
	CONFERENCES AND SEMINARS.....	11
	TRAVEL REIMBURSEMENTS	11
	MEALS AND LODGING.....	11
	EXPENSES.....	12
	CONFERENCE BUDGET.....	12
	OUTSIDE OF SCHOOL DAY/YEAR.....	12
ARTICLE XI	JOB SECURITY	12
	JUST CAUSE	12
	ABOLITION OF POSITIONS	12
ARTICLE XII	NON-INSTRUCTIONAL DUTIES.....	13
ARTICLE XIII	MAINTENANCE OF STANDARDS.....	13
ARTICLE XIV	LEAVES.....	13
	SICK LEAVE	13
	SICK LEAVE BANK.....	14
	BEREAVEMENT LEAVE.....	15
	PERSONAL DAYS.....	15
	JURY DUTY	15
	EXTENDED LEAVE.....	16
	CHILD REARING.....	16
	NON-PAYABLE ABSENCE.....	16
	PRORATING OF LEAVE BENEFITS.....	16
ARTICLE XV	SALARY CONSIDERATIONS	17
	SCHEDULE.....	17
	LONGEVITY	17
	COMPLETION OF CREDIT HOURS.....	18
	PREVIOUS EXPERIENCE.....	19
	METHOD OF SALARY PAYMENT.....	19
	NATIONAL BOARD CERTIFICATION.....	19
	TUTORING (HOME STUDY)	19

TABLE OF CONTENTS (CONTINUED)

ARTICLE		PAGE
ARTICLE XVI	HEALTH BENEFITS	19
	MEDICAL INSURANCE	19
	WELFARE BENEFIT TRUST.....	21
	WORKERS' COMPENSATION PAYMENT.....	21
	HEALTH EXAMINATION	21
ARTICLE XVII	PAYROLL DEDUCTIONS	21
ARTICLE XVIII	EXTRA-CURRICULAR SCHEDULES	23
	NON-ATHLETIC RESPONSIBILITIES.....	23
	CHAPERONE PAY SCHEDULE.....	25
	ATHLETIC RESPONSIBILITIES.....	26
	ATHLETIC COACHING PAY SCHEDULE.....	26
	EXTRA DUTY PAY	27
ARTICLE XIX	CONFORMITY TO LAW – SAVING CLAUSE	27
ARTICLE XX	REQUIREMENT PER TAYLOR LAW	28
ARTICLE XXII	EARLY RETIREMENT INCENTIVE PROGRAM	28
ARTICLE XXIV	DURATION OF THE AGREEMENT.....	28
ATTACHMENTS:		
	SALARY SCHEDULE "A" 2010-2011	29
	SALARY SCHEDULE "B" 2011-2012	30
	SALARY SCHEDULE "C" 2012-2013	31

ARTICLE I: RECOGNITION

The Board of Education recognizes the Dover-Wingdale Teachers Association as the exclusive representative of all the professional staff except per diem substitute teachers, and persons in more than half-time administrative positions.

ARTICLE II: ASSOCIATION RIGHTS

Section 2:1 - In each building, duly authorized Association representatives shall be permitted to transact official business on school property, provided that such transactions shall not interfere with or interrupt normal school operations, administration, or classroom instruction periods.

Section 2:2 - The Association shall have the use of bulletin boards located in areas designated as teachers' room and individual teacher mailboxes. The Association shall have the use of building facilities for the purpose of meetings during the times when the buildings are manned by a custodial staff, provided permission is obtained reasonably in advance from the building principal. Such permission shall not unreasonably be withheld.

Section 2:3 - The Association shall have the use of the daily bulletin to announce Association meetings; the use of a duplicator and other copy equipment; the use of a school phone. It is understood that the Association will reimburse the District for materials and supplies used in connection with the copy equipment, as well as toll calls made by the Association.

Section 2:4 - The President of the Association or his designee shall receive reasonable amounts of free time to conduct Association business. The Association President shall direct requests for such free time to the Superintendent of Schools, and the Superintendent of Schools shall not unreasonably deny any such request. In order to minimize disruption to regular school activities, the Association President shall appoint a designee to act in his behalf whenever reasonably possible.

Section 2:5 - A total of six (6) days during each school year will be granted to the D.W.T.A. in order that its officers or delegates attend professional meetings, without loss of pay or "leave" days.

Section 2:6 - The District agrees to make office space available to the D.W.T.A. Such space will be subject to return for use by the District in the event of programmatic or administrative needs.

Section 2:7 - If unit members are to participate on a committee, the Superintendent will discuss such participation with the D.W.T.A. President as to the type of committee and the number of members needed, whereupon the members will be selected by the D.W.T.A., to serve on a non-compensable basis. In the event that the D.W.T.A. does not provide a sufficient number of members, volunteers will be sought by the Superintendent.

Section 2:8 - Two hundred fifty (250) copies of the Agreement shall be produced at the District's expense for the D.W.T.A.'s use and distribution to its bargaining unit members.

Section 2:9 - The D.W.T.A. President shall be relieved of non-instructional supervisory duties, and; shall be granted at least two periods per week (either 35 or 45 minutes) for the purpose of Association business where feasible and with the Superintendent's approval.

ARTICLE III: DECLARATION OR PLEDGE OF NO-STRIKE POLICY

The Dover-Wingdale Teachers Association does hereby offer a policy that it does not assert the right to strike against the school system, nor indulge in a slow-down of work, nor impose sanctions upon the School District, nor will it impose any obligation on said employees to conduct, assist, or participate in a strike.

ARTICLE IV: GRIEVANCE PROCEDURE

Section 4:1 - General Provisions

A. A grievance is a claim by any employee or group of employees, or the D.W.T.A., that there has been or is a violation or deprivation of a term and/or condition of employment under this Contract.

B. All grievances shall include the name and position of the aggrieved party, the time and place of the grievance, the contract provision allegedly violated, a general statement of the nature of the grievance, and the redress sought.

C. A grievance shall be deemed waived unless it is submitted within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions on which it is based. During the summer recess, workdays shall be considered as school days.

Continuing alleged violations may be grieved at any time, provided that any redress may not be retroactive prior to the date the grievance was filed.

D. The District and the Association will facilitate any investigation, which may be required and will make available any and all materials and relevant documents, communications and records concerning the grievance.

E. The grievant shall have the right to representation at all stages of the grievance procedure and to confront and cross-examine all witnesses called against him or her, and to testify and call witnesses on his or her own behalf.

F. In any grievance brought by an employee or group of employees, the D.W.T.A. shall be notified of all hearing dates, given copies of all exhibits and decisions, and have the

opportunity to cross-examine all witnesses.

G. No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken by the District or by any member of the administration against the Association or any other participant in the grievance procedure.

H. Failure by the District to hold a hearing or submit decisions within the time limits set forth herein shall be construed as a denial of the grievance and the grievance may be appealed to the next stage.

I. Grievances shall be submitted at the lowest possible stage where relief may be granted.

Section 4:2 - Procedures:

A. Stage I: The grievance shall be presented in writing to the appropriate Superintendent's designee who shall hold a hearing within five (5) school days of the submission of the grievance and render a written decision within five (5) school days thereafter.

B. Stage II: Within ten (10) school days of the disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent of Schools. The Superintendent of Schools shall hold a hearing within five (5) school days of the submission of the appeal and render a written decision within five (5) school days thereafter.

C. Stage III: Within ten (10) school days of the disposition of the grievance at Stage II, the Association may request the Board to schedule a further hearing with respect to the grievance or may file with the Clerk of the Board a Demand for Arbitration.

If the Board agrees to hold a further hearing, the hearing, before the Board or a committee thereof, shall be held within ten (10) school days of the submission of the request. The written decision of the Board shall be rendered within five (5) school days of the hearing.

In the event the decision of the Board does not resolve the grievance or if the Board declines to schedule the hearing, the Association may demand arbitration of the grievance by filing a Demand for Arbitration with the Clerk of the Board within ten (10) school days of the date of the Board's decision or the date when the Board declined to schedule the further hearing.

Section 4:3 - Arbitration

A. Following the submission of the Demand for Arbitration to the Clerk of the Board of Education, the parties shall select one of the four arbitrators listed below on the basis of availability and to the extent possible, on a rotating basis:

Jeffrey Selchick

John Trella
Bonnie Siber Weinstock

B. All arbitration proceedings shall be conducted pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association.

C. The parties reserve the right to resort to the American Arbitration Association's procedures where the arbitrators are not available within a reasonable time.

D. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which violates the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement. The arbitrator shall be without power to modify, change or alter a decision of the sick bank committee pursuant to Article XIV, 14:11.

E. The cost of the services of the arbitrator will be divided equally between the Board and the Association.

F. The decision of the arbitrator shall be final and binding on the parties.

G. Either party may, with the consent of the other party, request the expedited Labor Arbitration Tribunal.

ARTICLE V: TEACHING CONDITIONS

Section 5:1 – School Calendar, Length of Year and Day

The Superintendent of Schools shall submit to the D.W.T.A. the proposed school calendar for the following year and will consider any recommendations made by the D.W.T.A. The teacher work year shall not exceed 183 workdays effective 7/1/2002 and, 184 workdays effective 7/1/2006. The length of the teacher workday shall be seven (7) hours in duration per day. The District maintains the right to schedule one additional faculty meeting per month not to exceed one (1) hour in duration. During the 2011-2012 and 2012-2013 school years, at least one Superintendent's Conference day will be dedicated to APPR issues.

Section 5:2 - Teacher Facilities

A. Classes will not be held in any room or building in which conditions are below minimal health and safety standards, as determined by the appropriate public authorities.

B. The District shall make every reasonable effort that each school has adequate lavatory facilities for faculty use only, and at least one room designed as a faculty work room. The facilities shall be cleaned daily.

Section 5:3 - Class Size and Teacher Load

In an effort to recognize and aid in implementing scheduling innovations, the emphasis will move from class load to "pupil responsibility". The term "pupil responsibility" shall mean "the number of students for which a teacher must keep evaluation records and guides toward completion of a course of study."

PUPIL RESPONSIBILITY
MANDATORY LIMITS

K - 3	26/class
7 - 12	28/class
7 - 12	132 teacher load
P.E. - K-12	35/class

Section 5:4 - Elementary (K - 5)

In the event the building configuration changes, this reference (K-5) will be changed accordingly to reflect the actual situation that exists.

A. Teachers in the elementary schools shall be entitled to an elementary preparation period of at least thirty (30) continuous minutes per day (effective July 1, 1999) and thirty-five (35) continuous minutes per day (effective January 1, 2001).

Special education classes may have assistants run study hall periods on days when art, physical education or other assigned specials are not available to provide release time for the daily preparation period.

Section 5:5 - Middle and High School

A. Preparation shall be defined as different ability levels of the same course requiring different textbooks or a separate and distinct course of study consisting of district goals, objectives, materials, and tests. Laboratory assignments shall not be considered as separate preparations.

B. No teacher shall have more than five (5) teaching periods per day or thirty (30) teaching periods per six-day cycle. A teaching period is a period of instruction scheduled at least once in each six-day cycle of rotation. In the case of teachers assigned to science laboratory courses which require the teacher to teach more than twenty-five (25) periods per five-day cycle or thirty (30) periods per six-day cycle, they shall be entitled to pay of 1/25th of the BA Step 1 for each such period assigned.

C. Notwithstanding the provisions of Paragraph "B" above, teachers who are assigned a sixth teaching assignment shall be entitled to a stipend equivalent to 1/5th of the starting teachers' salary rate (BA, Step 1).

D. If there is no volunteer, the District may assign a sixth teaching period at the same rate of pay as described in Paragraph "C" above. The decision to implement sixth assignments shall be solely within the discretion of the Superintendent and the Board of Education. The teaching of laboratory classes shall not be considered as a sixth assignment for the purposes of paragraphs "C" and "D" herein.

E. If there is more than one volunteer for a sixth teaching assignment or no volunteers, the assignment shall be rotated among those volunteers or those certified in the department of the assigned class. Such assignment procedures shall be implemented on an annual basis. There shall be a limit of five (5) sixth assignments plus science laboratory assignments. Class load for teachers assigned six (6) classes shall not exceed 160 students.

F. All teachers assigned to four (4) preparations or to a voluntary or involuntary sixth assignment, shall be exempt from non-instructional assignments or any other supervisory duty. No first year teacher may be assigned a sixth class.

G. All secondary teachers shall have a minimum of one (1) free period for lunch and one (1) preparation period per day, equal to one normal class period.

Preparation period at the elementary level is not to be less than thirty (30) minutes (effective July 1, 1999) and thirty-five (35) minutes (effective January 1, 2001).

H. All psychologists, counselors, librarians, school nurses, special education teachers, speech therapists, school social workers, physical education, Band and Chorus shall be exempt from the requirements of the teacher load proposal.

I. Regents Science teachers will conduct at least one (1) forty-five (45) minute laboratory period per week and will receive the contractual stipend of 1/10 of Bachelor's step 1.

J. Secondary (6-12) counselors, psychologists, librarians, social workers and speech therapists are entitled to one free lunch period and one free preparation period, not to exceed forty five (45) minutes in length.

Section 5:6 - Nine Period Day

A. The parties agree that if the District chooses to opt for a nine (9) period instructional day at the secondary schools, that an assignment to a period of tutorial work would constitute neither an additional preparation period nor a sixth assignment for a teacher so assigned. If the nine (9) instructional period secondary schedule is adopted, the tutorial

assignment shall be viewed as a permissible exception to the language contained in Article V - 5:5(B).

B. The following conditions shall apply with respect to teachers assigned to tutorials.

1. No lesson planning shall be required.
2. Teachers may be assigned to one (1) period of tutorial every second semester.
3. Tutorial teachers would be required to coordinate with classroom teachers when necessary (i.e., when the tutorial teacher doesn't understand the assignment given to a student). Teacher contact time on the average would not increase by more than forty (40) minutes per week per school year.
4. No unit member shall be responsible for coordination of the program.
5. Teachers shall not be evaluated regarding instruction in the tutorial sessions.

Section 5:7 - Travel Between Buildings

Traveling teachers shall work the length of workday of the teachers in the building to which they are assigned for a majority of the day. Such teachers shall have at least a thirty (30) minute lunch period based on the building at which the teacher is scheduled to eat lunch and one prep period daily, as well as a reasonable amount of off time for travel between buildings. The IRS rate shall be paid to traveling teachers to reimburse for their automobile expenses.

Section 5:8 - Block Schedule

Whenever the District implements the block schedule, in a semester (or on alternating days) that a teacher is assigned to two (2) long blocks, the District may assign such teachers to one-half of a double period to academic intervention services, tutorial services or student supervision (e.g., study hall/lunch duty). Tutorial and AIS assignments will not require lesson planning or paperwork other than that required by the state or necessary for attendance purposes. In the four (4) block schedule, no teacher may be assigned three (3) consecutive long blocks without the teacher's consent.

ARTICLE VI: TEACHER ASSIGNMENTS

Section 6:1 - Not later than June 1 of each year, each teacher shall be notified as to his teaching assignment for the following year. The teacher shall have an opportunity to discuss such assignment with his principal. Should rescheduling become necessary over the summer, or in light of unusual circumstances or program necessity during the school year, all teachers

concerned shall be notified by mail and be given an opportunity to consult with the principal. Effective July 1, 2001, the teacher work day at all levels of instruction shall be increased by ten (10) minutes per day beyond the length of the teacher work day that was in effect during the 2000-2001 school year. The High School workday shall not start before 7:15 a.m. and the Elementary workday shall not end after 3:45 p.m. In the event of increased enrollment at the HS/MS level the Association shall not unreasonably withhold its consent to consider an alternative schedule by the District to alleviate overcrowding. Such alternate scheduling shall not impact the present length of the teacher workday.

Section 6:2 - Teacher Transfer

A. Teachers who desire a change in area and/or subject assignment, or who desire to transfer to another building, or simply wish to express their desire for specific assignments the following year, shall file a written statement of such desire with both the current and prospective building principals, through channels to the Superintendent of Schools, prior to April. Such statement shall include the area, and/or subject to which he desires to be transferred, or the school or schools to which he desires to be transferred, in order of preference.

B. Teachers filing for a transfer for an opening within the District shall be given due consideration in light of the desires of such tenured teachers and the instructional needs of the District. An interview with the building administrator shall be conducted.

Section 6:3 - Coordinators

When the District employs coordinators, the yearly stipend shall be set at:

	<u>Effective</u> <u>July 1, 2007</u>	<u>Effective</u> <u>July 1, 2008</u>	<u>Effective</u> <u>July 1, 2009</u>
Tier I Coordinators (5 or fewer in the department and elementary coordinators)	\$1,923	\$1,992	\$2,066
Tier II Coordinators (more than 5 teachers in the department)	\$2,149	\$2,226	\$2,308

Section 6:4 - Extra-curricular Activities

Teachers' participation in extra-curricular activities may be on a voluntary basis. In the event that there is no volunteer for an extra-curricular activity, the administration may assign a teacher to that activity.

Section 6:5 - Teachers will not be expected to keep registers or score standardized tests except when the administration requires grading of subjective standardized examinations which must be graded by professional educators. In such event, release time shall be granted to those teachers and the administration shall make every reasonable effort to retain substitute teachers.

In emergency situations when substitutes are not available, students of released teachers shall be assigned to supervised study hall or union.

ARTICLE VII: STUDENT DISCIPLINE

Section 7:1 - A disruptive student shall be referred to the appropriate administrator. Teachers shall be required to submit a written report regarding any incident underlying such referral.

Section 7:2 - The appropriate administrator or his designee shall make every reasonable effort to discuss the problem with the teacher prior to the student's returning to class.

Section 7:3 - Classroom discipline is the primary responsibility of the teacher and should be handled by the teacher in most cases.

ARTICLE VIII: EVALUATIONS AND PERSONNEL FOLDER

Section 8:1 - Procedures

- A.
 - 1. The primary objective of teacher evaluation is for improvement of instruction.
 - 2. To meet this objective, teachers shall be entitled to fair and objective evaluations.
- B. The evaluation procedure implemented by the District shall entitle each teacher to the following rights:
 - 1. To know what is expected of them. Probationary teachers shall have at least three (3) formal observations per year, one (1) prior to December 1.
 - 2. How they are doing with those expectations, including a written observation report within ten (10) working days.
 - 3. Specific constructive suggestions on ways they can better meet the expectations as stated in their written observation reports.
 - 4. Being informed, in writing, of the consequences if they do not satisfactorily overcome the difficulties.
 - 5. Time to correct problems that they may be having in meeting the expectations within an appropriate period of time.

6. Non-tenured teachers will be notified, in writing, of the Superintendent's recommendation of termination of employment no later than four (4) months prior to the end of the final year of probation. First and second year probationary teachers shall be entitled to at least sixty (60) days notice, but no later than June 1st prior to the termination of employment.
7. Evaluation by certified administrators.
8. The District shall utilize only one evaluation form which may only be modified after consultation with the D.W.T.A.
9. All evaluations shall be conducted openly.
10. Whenever the instructional period being observed is scheduled for forty-five (45) minutes, the observation shall be for the entire period to be recorded as a formal observation.
11. Formal observation of a block period class shall be for a minimum one-half of the period.
12. Formal observations shall not be performed in tutorial and/or academic intervention services periods.

Section 8:2 - Personnel Folders

- A. Every teacher has the right at such reasonable hours and in the presence of a school official, to review and to photocopy his/her personnel folder.
- B. No material uncomplimentary to a teacher's conduct, service, character, or personality will be placed in his personnel file unless the teacher has had an opportunity to review the report. When presented for review, the employee shall sign the document to indicate receipt only and not for the purpose of expressing agreement with the contents thereof. The employee shall be afforded the opportunity to attach a response thereto within 14 school days.
- C. When the Board receives information from placement agencies, universities, or referents which state the information is confidential, then it shall not be available to the teacher.

ARTICLE IX: SUBSTITUTES

Section 9:1 - The District shall make a reasonable effort to obtain qualified substitutes for absent teachers.

Section 9:2 - Teachers have the right to make a request from a list of qualified substitutes.

Section 9:3 - Class Coverage

Payment to teachers who cover for the classes of an absent teacher shall be paid at the rate of:

	7/1/00	7/1/01
Block Period (e.g. 80 -90 min.)	\$45.00	\$50.00
Regular Period (e.g. 40-45 min.)	\$22.00	\$25.00
Elementary Period (e.g. 30 min.)	\$15.00	\$17.00

Where practicable, teachers in the subject area or grade level of the absent teacher will be given the first opportunity to volunteer before other volunteers are solicited or any teacher is required to perform such coverage.

Section 9:4 - Long-term substitutes shall be defined as teachers hired for thirty (30) days or more in the same assignment. Such teachers shall be paid no less than entry salary at Bachelor's, Step 1.

ARTICLE X: IN-SERVICE AND CONFERENCES

Section 10:1

- A. The District shall strive to provide adequate in-service and professional training for its staff, both for new teachers and returning personnel.
- B. Curriculum Writing Rate:
\$28.00 per hour effective July 1, 2007; \$31.00 per hour effective July 1, 2008;
\$34.00 per hour effective July 1, 2009

Section 10:2 - Conferences and Seminars

The Board shall provide all necessary expenses for the teacher who is asked to or is approved to attend Workshops, Seminars or Conferences.

Section 10:3 - The following shall be the reimbursement schedule for travel:

- A. Mileage rate to be set in accordance with the I.R.S. rate plus all tolls and parking.

All bills and receipts for tolls and parking must accompany the voucher.

- B. Train, bus, or airplane ticket costs are reimbursable.

Section 10:4 - Meals and Lodging

All reasonable costs shall be reimbursed, as per voucher procedures.

Section 10:5 - All expenses must be substantiated by receipted bills, vouchers, etc. A mileage check must be kept for mileage report. No payment will be made except on this basis.

Section 10:6 - Monies intended for inclusion in the budget for the purpose of teacher conferences shall be made known to and discussed by the Instructional Curriculum Management Committee (I.C.M.C.).

The I.C.M.C. may make recommendations to the District with respect to proposed budget allocations.

Section 10:7 - The District may offer after school hours or summertime in-service activities in which a teacher may participate with the prior approval of the Superintendent of Schools. Such activities may be offered for credit hour compensation pursuant to this Agreement or at the same dollar amounts as above for the curriculum writing rates. If offered for the dollar rate, referenced above, a teacher who has been approved for participation, may opt for credit in lieu of the dollar rate.

ARTICLE XI: JOB SECURITY

Section 11:1 - Just Cause

No tenured teacher shall be disciplined except for just cause. For the purposes of this provision, discipline shall not refer to matters of teaching competency, which shall be subject to the evaluation procedure therein.

Where applicable, the unit member must opt between Section 3020-a proceedings and just cause arbitration within a fourteen (14) calendar day period of receipt of the Section 3020-a charges or shall be deemed to have waived his/her right to just cause arbitration.

Section 11:2 - Abolition of Positions

A. The Association shall be notified in writing at least forty-five (45) days in advance of any Board meeting at which action shall be taken upon an intended reduction in teacher staff.

B. The Association shall be entitled to request the reason(s) underlying the proposed action. The District shall furnish the same in writing within seven (7) days of the request. No later than ten (10) days preceding said Board meeting, the Association shall be entitled to meet in executive session with the Board to discuss alternative proposals suggested by the Association.

C. Any teachers laid off shall be entitled to positions in the District on the basis of Certification or Qualification as evidenced by a Certificate of Default.

ARTICLE XII: NON-INSTRUCTIONAL DUTIES

Where the District reduces aides or para-professional positions, teachers shall not be required to perform tasks outside of teachers' present professional responsibilities.

ARTICLE XIII: MAINTENANCE OF STANDARDS

A. Existing terms and conditions of employment may only be changed by mutual agreement. New terms and conditions of employment shall be negotiated with the Association as required by the Public Employment Relations Board.

B. In the event that this provision is subject to arbitration, the Arbitrator shall be without power to determine that a subject does or does not constitute a term or condition of employment where such determination would be inconsistent with decisions of the Court of Appeals or PERB.

ARTICLE XIV: LEAVES

Section 14:1 - Sick Leave

A. Teachers shall be entitled to fifteen (15) sick days per year with unlimited accumulation, five (5) of which may be used for illness in the family.

B. Those unit members who, upon retirement from the School District, have worked in the District for at least fifteen years and who have at least 180 accumulated sick leave days at the time of retirement, shall be entitled to the following Employer contributions towards the premium costs of the District's health insurance plan:

- 85% of individual and 70% of family coverage.

In the event a teacher has a prolonged or catastrophic illness, the Superintendent at his discretion may waive the 180-day requirement.

All other unit members who retire on or after July 1, 1989 shall be entitled to 55% District contribution towards the cost of family health insurance and 70% of the cost of individual health insurance premiums under the District's health insurance plan.

Effective July 1, 2004 the District shall not reimburse retirees for Medicare Part B expenses. This does not apply to any retired unit member already receiving this benefit.

C. The Superintendent of Schools may, at his discretion, request a physician's verification of illness after any three (3) consecutive days of sick leave absence from school, or whenever there is use in excess of three Mondays, Fridays and Mondays or Fridays during the course of a school year.

Physician's examination for verification is to be billed to the Dover Union Free School District.

D. Total sick leave allotment for all teachers becomes effective the first day of the school year.

E. The unit member's total accumulation of sick leave shall be reported at the beginning and again in the middle of the school year on the pay stub attached to the unit member's paycheck.

F. Up to three (3) personal sick leave days may be carried forward from the previous year's unused allotment of fifteen (15) days towards accumulated family illness leave. The total accumulation of family illness leave shall not exceed five (5) days, which may be used in addition to the five (5) days referenced in paragraph "A" above.

G. Upon resigning from the Dover Union Free School District for the purposes of retirement the unit member shall be paid sixty (60) dollars per day of accumulated sick leave for each day over one hundred eighty (180). For any unit member who has notified the District of his/her intent to retire, any balance of personal leave days on June 30th shall be added to the unit member's accumulated sick leave. Payment shall be made within thirty (30) days of the date of retirement.

Section 14:2 - Sick Leave Bank

A Sick Leave Bank shall be created upon the contribution of an equal number of days from participating unit members and the District. Teachers electing to participate in such a bank shall submit to the District a waiver of a sick day each time the bank is established or renewed. This day is lost to the teacher as accumulated sick leave.

All teachers shall be eligible to participate, but teachers not electing to waive time shall not be eligible to receive time from the Sick Leave Bank.

The Bank shall be administered by a Committee of one (1) administrator appointed by the Superintendent of Schools, and two (2) teachers appointed by the Association, and one (1) Board Member, who shall act as Chairman of the Committee. The Committee shall act upon all requests for withdrawals. The decision of the Sick Bank Committee shall be final.

Withdrawals from the Bank shall be limited to teachers who are involved in personal catastrophic, prolonged, or disabling illnesses or accidents and who have exhausted their regular sick leave time. No one individual case may exceed one year (180 days).

The Bank shall be renewable once all days contributed have been used. The renewal should be subject to the terms set forth above.

Section 14:3 - Bereavement Leave

- A. Teachers shall be entitled to up to five (5) days in the event of the death of a parent, child, spouse, or designated household member;
- B. Three (3) days in the event of the death of a brother, sister, grandparent, mother-in-law, father-in-law, aunt or uncle.
- C. The Superintendent of Schools shall have final discretion in allowing additional days of bereavement leave.

Section 14:4 - Personal Days

- A. Each teacher shall be allowed up to three (3) days of personal leave per school year as follows:

One (1) day upon 24-hour prior notice to the Building Principal.

Two (2) days upon 24-hour prior notice, with notice to the Superintendent of Schools.

- B. Personal leave shall be granted only for business, which cannot be conducted at times other than during the teacher's workday.

C. The 24-hour prior notice requirement may be waived by the Building Principal in light of emergency circumstances.

D. A request for additional personal days may be granted only by going through the Superintendent of Schools, who will submit the teacher's request to the Board of Education.

E. Personal leave days should not be taken the day before or the day after a vacation, except in emergency situations, with reason given.

Section 14:5 - Jury Duty

Employees serving on jury duty shall be granted leave of absence for the period of such service.

Teacher's salary shall continue throughout the duration of jury duty. Compensation received by teacher as jurist, except carfare, shall be turned over to the Board of Education when received. However, the faculty member should demonstrate a request for stay of jury duty until the summer.

Section 14:6 - Extended Leave

A teacher may be granted, at Board discretion, extended leave of absence without pay for a period of up to one (1) school year, except such leaves may be for a period exceeding one year where the Superintendent and the teacher mutually agree that the return date should coincide with the beginning of an academic semester.

This shall include leave for education, family illness or other extenuating circumstances. Upon return, the teacher will be placed in a position within his/her tenure area of employment, which is similar to that from which leave was taken. This leave shall not accrue toward salary or benefits.

Section 14:7 - Child Rearing

A teacher may request and shall be granted leave without pay for child-rearing purposes for a period not to exceed two (2) years, except such leaves may be for a period exceeding two (2) years where the Superintendent and the teacher mutually agree that the return date should coincide with the beginning of an academic semester.

Teachers requesting leave shall give reasonable notice (i.e.: 60 days) to the District prior to commencement of such leave. The notice shall include tentative commencement and termination of leave.

Child-rearing leave shall apply equally for adoption of a child less than five (5) years of age.

Section 14:8 - Non-Payable Absence

Absences, other than those described in this Contract or in excess of those described, will not be allowed with pay. A deduction will be made for each day of non-payable absence at the legal rate of 1/200th of the teacher's contractual salary.

Such deductions shall be taken from the last paycheck received by the employee in that school year.

Section 14:9 - Pro-Rating of Leave Benefits

Teachers employed after September of a school year will be granted all leave of absence benefits established, pro-rata.

Those who work twenty (20) or fewer hours per week shall be entitled to a pro-ration of leave days (i.e., fifteen [15] partial Sick Leave Days).

ARTICLE XV: SALARY CONSIDERATIONS

Section 15:1

A. Complete salary schedules for the 2010-2011, 2011-2012, and 2012-2013 school years are annexed hereto, respectively, as Schedules A, B and C.

Teachers who were ineligible for step advancement and those ineligible for both step advancement and a new longevity acquisition during the following school years shall receive additional salary as follows:

- 2010-2011: \$1,500 effective July 1, 2010
- 2011-2012: .5% effective July 1, 2011
- 2012-2013: .5% effective July 1, 2012

Effective July 1, 1994, the salary schedule will contain added columns for B+6, B+36, M+6 and M+36. The columns shall be distanced by \$50.00 per credit from the previous columns; provided, however, that the costs of the new columns for 1994-95 and 1995-96 shall not exceed \$10,000. Also, effective July 1, 1994, a Step 16 shall be added to each column of the salary schedule, \$750 more than Step 15.

Effective July 1, 2001 add the M+42, M+48, M+54 and M+60 columns on the salary schedule. Dollar amounts to be calculated based on the dollar range between M+45 and Doctorate column in the present contract.

B. Each teacher shall be allowed step advancement in each of the three (3) years.

C. Ninety (90) days or more shall constitute one year's service for purposes of step advancement.

Section 15:2 - Longevity

A. Longevity increases shall be paid cumulatively as follows:

2007-2008

- \$3,800.00 - for 18 years of service.
- \$5,650.00 - for 22 years of service. [\$9,450.00]
- \$5,750.00 - for 26 years of service. [\$15,200]

2008-2009

- \$3,900.00 - for 18 years of service.
- \$5,900.00 - for 22 years of service. [\$9,800]
- \$6,150.00 - for 26 years of service. [\$15,950]

2009-2010

\$4,000.00 - for 18 years of service.

\$6,150.00 - for 22 years of service. [\$10,150]

\$6,550.00 - for 26 years of service. [\$16,700]

B. Longevity increases shall be paid when the teacher reaches the 18th, 22nd and 26th years, respectively.

C. The parties acknowledge that longevity increases are based upon years of service and that the numerical step upon which a teacher is placed on the salary schedule may not accurately reflect longevity (see particularly Article XV, Section 15:1 of the 1986-89 Agreement which refers to the salary schedule numerical step reduction agreement for the years 1987-88 and 1988-89).

D. At the end of each school year, each teacher shall be notified in writing of his/her credited years of service in the District for longevity purposes. This notification serves as notice of longevity payment due the unit member. Those hired after ratification of this contract shall receive longevity payments based upon actual years of service in the School District.

Section 15:3 - Completion of Credit Hours

A. Uncertified teachers who must yearly complete six (6) credits of graduate work to be eligible for re-employment, must take courses clearly recognized to be within the scope of certification, and must have prior written approval of either the Department of Certification or the Superintendent of Schools.

B. With the exception of courses taken as part of a graduate degree program in a teacher's area of certification, all course work for credit advancement shall be subject to the Superintendent's prior approval, which shall not be unreasonably withheld.

C. In-service credit will be awarded for each sixteen (16) hours (effective July 1, 1999) and fifteen (15) hours (effective July 1, 2000) of accumulated in-service attendance approved by the Superintendent, for the purpose of salary schedule advancement.

During the 2011-2012 and 2012-2013 school years, teachers may be required to attend up to six hours of APPR related in-service during each such school year, beyond the hours of the regular school day, for which there shall be no payment or in-service credit acquisition. The time of such in-service training shall be arranged by the Administration in consultation with the DWTA.

D. Audit adjustments shall be made as of October 1 and February 1 for all in-service and course work, pursuant to "B" and "C" above. Salary adjustments shall be retroactive to the beginning of the semester.

Section 15:4 - Previous Experience

New employees may receive credited years of previous experience and may include up to two (2) years of military experience.

Section 15:5 - Method of Salary Payment

Salary payment shall be made every other Friday throughout the school year. Teachers will still have the option to elect payment on a ten-month or a twelve-month basis. Teachers shall have the paycheck option of Direct Deposit.

Teachers will not receive their final payment until all their work for the school year is completed.

Section 15:6 – National Board Certification

A one-time stipend of \$2,000 will be paid to current employees who achieve National Board Certification. The \$2,000 will not remain a part of their salary in future years.

Section 15:7 – Tutoring (Home Study)

Effective July 1, 2010, a stipend of \$28 per hour shall be paid to unit members for tutoring or home study work. A rate of \$38 per hour shall be paid to tutors assigned to students for five (5) or more weeks (due to injury, illness, or suspension) and who are responsible for lesson planning and assessments for those students. To qualify for the \$38 per hour rate, the unit member must complete and have signed by an administrator the Home Bound Tutorial Assignment form.

ARTICLE XVI: HEALTH BENEFITS

Section 16:1 - Medical Insurance

A. The District shall implement as of September 1, 2000 a Section 125 Internal Revenue Premium Only Plan. Effective September 1, 2007 bargaining unit members shall be required to contribute 11% toward the cost of both individual and family health insurance premiums. Effective September 1, 2008 the contribution shall be increased to 13% and effective September 1, 2009 the contribution shall be increased to 15% for both individual and family plans. Effective July 1, 2004, the District's health plan shall be the DEHIC P.P.O. Alternate Plan.

B. Part-time teachers (those employed 20 or fewer hours per week) shall contribute one-half of the cost of the Health Insurance Plan. Effective July 1, 2004 new part-time teachers shall pay a pro-rata cost of the Health premium based on the percentage of time employed by the District. Part-time teachers shall be eligible for one-half of the buy-out amount set forth in Paragraph "F" below.

C. By mutual agreement of the parties, the District may select an equivalent alternative health insurance plan to the Dutchess Educational Health Insurance Cooperative Plan (P.P.O. Alternate). The D.W.T.A. will not unreasonably withhold its consent to change to such alternative health insurance plan. In the event that there is a dispute regarding the failure of the D.W.T.A. to consent to a change, either party may demand expedited arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association and in accordance with Article IV, 4:3 of this Agreement.

D. In the event that the District provides health insurance in accordance with paragraph "C" above through a plan other than the Dutchess Plan, it will make contributions toward the health insurance coverage of retirees under any such alternative equivalent plan to the same extent as the District would have been required to make contributions under the State Health Insurance Plan.

E. The employer's obligation to contribute towards the cost of HMO coverage shall not exceed in dollar amount its individual and family contribution costs toward funding employees who participate in the Dutchess Plan, or paragraph "C" alternative coverage.

F. Health Insurance Buy-Out Program. Unit members who are otherwise health insured may voluntarily opt out of, and spouses subject to the provisions of "G", below, who must opt out of the District's Health Insurance Program, and receive a payment of \$1,800.00 for opting out, payable in twelve (12) monthly installments of \$150.00 each. The employees must give written notice of opting out at the date specified below and must also produce proof of other health insurance at the time of making application for the buy-out.

Application must be made at least one month before the first day of the next following month at which time the buy-out will become effective (i.e.: on or before August 1st for a buy-out effective September 1st). The buy-out payment shall be pro-rated for those employees who exercise their option on or after the September 1st deadline.

Written notice and proof of alternative health insurance coverage must be submitted to the Business Office by no later than June 1st for buy-outs effective July 1 of the following school year.

Re-entry into the District's health insurance program shall be allowed at any time, subject only to the waiting period, if any, of the health insurance program's rules and regulations. Immediately upon re-entry or immediately upon termination of employment, the monthly buy-out payments shall cease. New hires may opt-out and receive this benefit on a pro-rated basis, where applicable, effective the time of hire, provided that proof of other health insurance is furnished to the Business Office at the time of making written application.

G. Spouses, both of whom are employed by the District, shall be entitled to single-family health insurance coverage or each to individual health insurance coverage. In the event that the spouses opt for the family coverage, they shall be entitled to one health insurance buy-out as referenced in Paragraph "F", above.

Section 16:2 - Welfare Benefit Trust

The District shall contribute \$1170.00 per unit member per school year effective July 1, 2007; \$1,245 per school year effective July 1, 2008 and \$1,320 per school year effective July 1, 2009 in a Welfare Fund under the auspices of the D.W.T.A. for the purposes of purchasing dental insurance and other insurance benefits. Two equal payments shall be made to the Welfare Fund on July 15th and January 15th of the same fiscal year. The D.W.T.A. shall indemnify the District and pay the District's reasonable attorney's fees in defending litigations arising out of any claim made against the D.W.T.A. Welfare Fund, except with respect to a failure to timely remit monies to the Welfare Fund. The District shall have the right to periodic audits of the books and records of said Welfare Fund.

Section 16:3 - Workers' Compensation Payment

A. Employees covered hereunder who are injured at school in the course of their employment and thus entitled to Workers' Compensation payments shall be compensated in the following manner:

1. Any payment received as Workers' Compensation benefits for absence for which the employee is paid or payable will be returned to the District so long as the employee receives full salary.
2. The employee shall be entitled to retain any Workers' Compensation for any period for which the employee is not paid or payable. Upon receipt of payments the District, sick leave days shall be reinstated on a prorated basis by reinstating one (1) day when one (1) day's pay equivalent is received from Workers' Compensation.

Section 16:4 - Health Examination

New teachers are required to have a health examination. They may obtain the required health examination (on the approved forms) at school expense by private appointment with the school physician at the doctor's office; or, they may consult their own physician at their own expense.

ARTICLE XVII: PAYROLL DEDUCTIONS

- A. The Central Office shall extend the service of deducting the following:
- Membership dues for professional organizations;

- Tax Sheltered Annuity payments;
- Payroll Savings;
- NYSUT Benefit Trust;
- D.W.T.A. Welfare Fund;
- Premiums for income protection insurance;
and/or
- Savings Bonds, as well as Health Benefits;
- Credit Union;
- Vote/Cope payroll deduction;
- Direct Deposit of paychecks.

B. Such deductions, should a teacher elect to use payroll deduction, shall be authorized on forms supplied by the Board of Education and returned to the District Clerk not later than October 1 (if deductions are to begin the first semester); or January 1 (if the deductions are to begin the second semester).

C. Authorization of deduction shall be continuous while the person is employed by the Dover Union Free School District, or until withdrawn by written notice of the employee.

D. The District may enter into contracts with tax sheltered annuity clearinghouses for the purpose of limiting the number of transactions, which might otherwise be required pursuant to the provisions of this Agreement. However, in all cases, the District shall make prompt remittances to the tax sheltered annuity company or clearinghouses in accordance with the pay-in requirements of the TSA contracts.

ARTICLE XVIII: EXTRA-CURRICULAR SCHEDULES

Section 18:1 - Non-Athletic Responsibilities:

It is recognized that job descriptions are needed for all Club and/or Activity Organizations. Job description will be prepared by the individuals involved with the assistance and approval of the Building Principal.

GROUP I (1 hour per week / 36 hours per year)

HIGH SCHOOL/MIDDLE SCHOOL	ELEMENTARY SCHOOL
1. Art Club	1. Library Club
2. 10th Grade Advisor	2. French Club
3. 9th Grade Advisor	3. Art Club
4. 8th Grade Advisor	4. Intramurals (per season)
5. 7th Grade Advisor	5. Elementary Yearbook
6. Math Club	6. Chess Club
7. Senior Honor Society	7. School Improvement thru Arts
8. Junior Honor Society	8. Chorus – GD. 3
9. F.C.C.L.A.	9. 5 th Grade Newspaper Club
10. Student Literary Club	10. Yoga Club
11. Diversity Club	11. Treasurer of Student Activities(WES)
12. Training/Fitness Club	12. Treasurer of Student Activities(DES)
13. Intramurals (per season)	13. Festival of Excellence Liaison(DES)
14. MS Team Leader	14. Festival of Excellence Liaison(WES)
15. Debate Club	15. Community Service (DES)
16. Mock Trial	16. Community Service (WES)
17. HS Art Club	17. Basketball Intramurals – Girls(DES)
18. Chess Club	18. Basketball Intramurals – Boys(DES)
19. SADD Club	19. Spring Intramurals (DES)
20. Peer Leadership	20. DES Family Night Coordinator
21. Student Newspaper	
22. LEO Club	
23. 6 th Grade Newspaper Club	
24. 6 th Grade Advisor	
25. 6 th Grade Team Leader	
26. 7 th Grade Team Leader	
27. 8 th Grade Team Leader	
28. Costumer (Fall)	
29. Costumer (Spring)	
30. Weight Training	
31. MS/HS Dance Team	
32. MS Art Club	
33. Ski Club	
34. HS Weight Room Advisor	
35. Foreign Language Club	
36. Wrestling Intramural	

GROUP II (2 hours per week/ 72 hours per year)

HIGH SCHOOL/MIDDLE SCHOOL

1. Chorus
2. 11th Grade Advisor
3. Photography Club
4. Festival of Excellence
5. Jazz Band
6. Computer Club
7. M.S. Yearbook
8. JV Basketball Cheerleading
9. M.S. Student Council
10. Computer Club
11. Stage Manager (Fall)
12. Stage Manager (Spring)
13. Art Director-Drama (Fall)
14. Art Director (Spring)
15. HS Band
16. MS Band
17. Band Director – Spring Musical
18. Chorus Director –Spring Musical
19. Choreographer – Spring Musical
20. Asst. to Athletic Director for Modified Sports
21. Auditorium Utilization Manager

ELEMENTARY SCHOOL

1. Young Authors
2. Computer Club
3. Elementary Band
4. Student Council
5. Creative Arts Advisor
6. Chorus-Grades 4-5
7. Odyssey of the Mind
8. Set Production
9. Peer Mediation

GROUP III

3 hours per week
108 hours per year

GROUP IV

4 hours per week
144 hours per year

HIGH SCHOOL/MIDDLE SCHOOL

1. 12th Grade Advisor
2. Community Service Coordinator (HS)
3. Varsity Football Cheerleading
4. Varsity Basketball Cheerleading
5. Community Service Coordinator (MS)
6. Health and Wellness Coordinator (MS/HS)
7. Cross Country (Modified)

HIGH SCHOOL/MIDDLE SCHOOL

1. Treasurer of Student Activities
2. Drama Director (Fall)
3. Drama Director (Spring)
4. HS Student Council

ELEMENTARY SCHOOL

1. SYSOP(WES)
2. SYSOP (DES)

GROUP V (5 hours per week/ 180 hours per year)

HIGH SCHOOL/MIDDLE SCHOOL

1. Yearbook
2. SYSOP (HS)
3. SYSOP (MS)

SCHEDULE

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
GROUP I	\$1,063.00	\$1,101.00	\$1,142.00 / 36 = 31.72/hr
GROUP II	\$1,655.00	\$1,715.00	\$1,778.00 / 72 = 24.69/hr
GROUP III	\$2,259.00	\$2,341.00	\$2,427.00 / 108 = 22.47/hr
GROUP IV	\$3,200.00	\$3,129.00	\$3,245.00 / 144 = 22.53/hr
GROUP V	\$3,660.00	\$3,792.00	\$3,932.00 / 180 = 21.84/hr

Effective July 1, 2012:

Fall Drama Group II	\$1,778
Middle School Drama Director Group II	\$1,778
Spring Musical Director Group II (duties include: choreography, vocal training, coordination of production, and drama club advisor)	\$3,245
Spring Band Director	\$1,778
Stage Manager – full year position (fall drama, MS drama, Spring Musical; duties to include: lights, sound, stage rigging, set production, and stage crew advisor)	
Art Drama – All productions Group II (duties include: costumer, pit band musicians, costumes, scripts to be paid by Drama Club)	\$1,788
Delete costumers for Fall and Spring	
Director's new responsibility – Choreographer and chorus director	

Section 18:2 – Chaperoning

Includes dances, fan buses, sports activities, educational trips (outside school days), or supervising of weekend school activities

An advisor for an activity outlined in Group I shall be paid for chaperoning an activity as outlined in the preceding paragraph.

An advisor for an activity outlined in Groups II, III and IV shall not be paid for chaperoning when it is related to their activity.

SCHEDULE

Effective	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
	\$63.00	\$64.00	\$65.00

Section 18:3 - Athletic Responsibilities

A. Effective July 1, 2000 the Varsity position indexes will be adjusted by +1.0 as indicated on the attached chart. The athletic coaching payment schedule shall remain a system based on the indexing of the base salary (Bachelors Step 1) for each year of the agreement.

ATHLETIC COACHING PAYMENT SCHEDULE

A. The athletic coaching payment schedule shall be based upon the indexing of the base salary (Bachelors Step 1) of \$41,404.00 for 2007-08, \$42,895.00 for 2008-09, \$44,482.00 for 2009-10. Effective July 1, 2007 Basketball Timer positions (Scoreboard and Shot Clock Operators) shall be paid at the per-game rate of \$40.00 for the JV level and \$50.00 for the Varsity level. Timer at the modified level shall be paid at the rate of \$25.00 per game.

<u>ACTIVITY</u>	<u>Index Rate</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Director of Athletics*	15.8	\$6,542	\$6,777	\$7,028
Head Varsity Football	11.5	\$4,761	\$4,933	\$5,115
Varsity Wrestling	11.0	\$4,554	\$4,719	\$4,893
Varsity Basketball	10.5	\$4,347	\$4,504	\$4,671
Head Varsity Track	10.5	\$4,347	\$4,504	\$4,671
Varsity Field Hockey	10.0	\$4,140	\$4,290	\$4,448
Varsity Volleyball	10.0	\$4,140	\$4,290	\$4,448
Varsity Soccer	10.0	\$4,140	\$4,290	\$4,448
Varsity Baseball	10.0	\$4,140	\$4,290	\$4,448
			-26-	
Varsity Softball	10.0	\$4,140	\$4,290	\$4,448
Asst. Varsity Football	8.6	\$3,561	\$3,689	\$3,825
Asst. Varsity Track	8.6	\$3,561	\$3,689	\$3,825
2nd Asst. Var. Football	7.5	\$3,105	\$3,217	\$3,336
2nd Asst. Var. Track	7.5	\$3,105	\$3,217	\$3,336
Head Mod. Football	7.5	\$3,105	\$3,217	\$3,336
Head Mod. Track	7.5	\$3,105	\$3,217	\$3,336
Varsity Golf	7.0	\$2,898	\$3,003	\$3,113
J.V. Basketball	7.0	\$2,898	\$3,003	\$3,113
J.V. Soccer	7.0	\$2,898	\$3,003	\$3,113

<u>ACTIVITY</u>	<u>Index Rate</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Asst. Modified Football	7.0	\$2,898	\$3,003	\$3,113
Asst. Modified Track	7.0	\$2,898	\$3,003	\$3,113
J.V. Baseball/Softball	7.0	\$2,898	\$3,003	\$3,113
Varsity Cross Country	7.0	\$2,898	\$3,003	\$3,113
Modified Wrestling	6.0	\$2,484	\$2,574	\$2,669
J.V. Volleyball	6.0	\$2,484	\$2,574	\$2,669
J.V. Field Hockey	6.0	\$2,484	\$2,574	\$2,669
Modified Basketball	5.5	\$2,277	\$2,359	\$2,447
Modified Baseball	5.5	\$2,277	\$2,359	\$2,447
Modified Softball	5.5	\$2,277	\$2,359	\$2,447
Modified Soccer	5.5	\$2,277	\$2,359	\$2,447
Modified Field Hockey	5.5	\$2,277	\$2,359	\$2,447
J.V. Football	5.5	\$2,277	\$2,359	\$2,447
Modified Volleyball	5.5	\$2,277	\$2,359	\$2,447
Modified Cross Country	5.5	\$2,277	\$2,359	\$2,447

* Effective July 1, 2000, the Athletic Director shall be paid for summer work at the per diem rate of 1/200th of his/her base salary (for a maximum of 10 days).

Section 18:4 - Extra Duty Pay

All extra duty pay will be issued in two (2) installments, one check on the seasonal mid-

-27-

point date and one at the seasonal end date.

ARTICLE XIX: CONFORMITY TO LAW - SAVING CLAUSE

The parties hereto shall comply with all provisions of this Agreement, unless and until any provision or provisions are held to be contrary to law by Legislation, by the Court of Appeals of the State of New York, or any lower court of competent jurisdiction from whose judgment no appeal has been permitted or taken by the aggrieved party.

In the event any provision or provisions hereof are so held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties thereto shall meet forthwith for the purposes of modifying the same to conform with law and/or negotiating provision or provisions in lieu thereof.

ARTICLE XX: REQUIREMENT PER TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXI: EARLY RETIREMENT INCENTIVE PROGRAM

A. All unit members who are or who will become 55 years of age or older and who have or will have fifteen (15) years of credited service on or before June 30, 1984, shall be entitled to a retirement incentive of 38% of their last year's compensation provided that notice of retirement is given on or before April 1, 1984.

B. Those unit members who will reach the age of 55 with fifteen (15) or more years of credited service in any succeeding school year shall be entitled to such benefit, unless previously eligible, as referenced in Paragraph "A" above, provided that notice is given by February 1 in advance of the retirement date of June 30.

C. The Employer shall pay such incentives between July 1 and November 1 of the calendar year in which the teacher retires. Effective July 1, 2004, the employer shall pay these incentives as a **non-elective contribution** to the employee's 403-b Plan as referenced in a separate Memorandum of Agreement (MOA). This MOA shall be subject to IRS rules and regulations.

ARTICLE XXII: DURATION OF THE AGREEMENT


It is agreed that all items presented for negotiations have been discussed by the parties in the negotiations leading to this Agreement.

-28-

This Agreement shall be effective as of July 1, 2010, and shall continue through June 30, 2013.

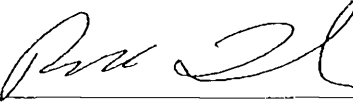
ASSOCIATION

BY: 
DOWTA PRESIDENT

BY: 
CHAIRMAN, NEGOTIATING
COMMITTEE

DOVER UNION FREE SCHOOL

BY: 
SUPERINTENDENT OF SCHOOLS

BY: 
PRESIDENT
BOARD OF EDUCATION

Date: 10/23/12

2010-2011

Step	B	B+6	B+12	B+18	B+24	B+30	B+36	M/B+45	M+6	M+12	M+18	M+24	M+30	M+36	M+42	M+48	M+54	D/M+60
1	44482	44967	45385	45841	46297	46758	47243	48269	48755	49181	49640	50093	50547	51034	51449	51873	52295	52718
2	46525	47009	47448	47894	48353	48815	49299	50340	50874	51252	51711	52171	52632	53115	53557	53999	54441	54884
3	48289	48775	49209	49661	50124	50575	51061	52108	52595	53023	53481	53936	54398	54884	55302	55718	56137	56554
4	50179	50665	51100	51554	52011	52475	52960	54002	54488	54919	55377	55962	56297	56783	57209	57637	58062	58490
5	52979	53464	53911	54387	54850	55320	55807	56887	57373	57828	58295	58726	59133	59660	60131	60602	61072	61528
6	54692	55179	55629	56103	56569	57038	57525	58605	59090	59550	60014	60483	60959	61444	61863	62281	62700	63118
7	56455	56939	57404	57874	58337	58816	59304	60389	60876	61325	61796	62275	62742	63227	63729	64230	64732	65234
8	58467	58954	59416	59889	60367	60841	61325	62420	62906	63365	63845	64321	64789	65278	65743	66207	66672	67137
9	60239	60724	61190	61660	62140	62611	63096	64198	64684	65154	65625	66098	66573	67058	67529	68001	68473	68944
10	62314	62800	63270	63751	64228	64707	65191	66303	66789	67262	67739	68214	68657	69144	69643	70144	70645	71144
11	64451	64936	65419	65903	66384	66866	67352	68469	68955	69431	69911	70397	70880	71367	71845	72323	72800	73278
12	67003	67490	67978	68467	68952	69442	69925	71073	71556	72048	72532	73025	73513	73997	74484	74971	75460	75947
13	69631	70115	70620	71116	71604	72105	72593	73756	74241	74740	75240	75737	76230	76716	77217	77714	78214	78713
14	72341	72827	73346	73845	74345	74850	75335	76522	77010	77521	78023	78528	79025	79510	80022	80532	81043	81555
15	74816	75301	75898	76357	76874	77392	77873	79107	79594	80135	80654	81170	81681	82167	82700	83233	83766	84300
16	77121	77609	78204	78662	79178	79697	80184	81415	81899	82441	82962	83475	83986	84473	85005	85539	86071	86606

Longevity Payments

L18	4000	4000
L22	6150	10150
L26	6550	16700

Non-Recurring \$1,500 for those ineligible for both step advancement and longevity acquisition

2011-2012

Step	B	B+6	B+12	B+18	B+24	B+30	B+36	M/B+45	M+6	M+12	M+18	M+24	M+30	M+36	M+42	M+48	M+54	D/M+60
1	44704	45192	45612	46070	46529	46992	47479	48510	48998	49427	49888	50344	50800	51289	51706	52133	52556	52981
2	46757	47244	47685	48134	48594	49059	49546	50592	51128	51509	51969	52431	52895	53380	53825	54269	54713	55158
3	48530	49019	49455	49909	50375	50828	51316	52368	52858	53288	53748	54208	54670	55158	55578	55997	56418	56837
4	50430	50918	51355	51811	52271	52738	53225	54272	54760	55194	55653	56241	56579	57067	57495	57925	58353	58783
5	53244	53731	54181	54659	55125	55597	56086	57172	57660	58117	58586	59020	59429	59959	60432	60905	61377	61835
6	54965	55455	55907	56384	56852	57324	57813	58898	59386	59848	60315	60785	61263	61751	62173	62593	63014	63434
7	56737	57224	57691	58164	58628	59110	59600	60691	61181	61631	62105	62586	63056	63543	64048	64551	65056	65550
8	58759	59248	59713	60189	60669	61145	61631	62732	63220	63682	64164	64642	65113	65605	66072	66538	67005	674
9	60541	61027	61496	61969	62451	62924	63412	64519	65008	65480	65953	66429	66905	67393	67867	68341	68815	69288
10	62626	63114	63586	64070	64549	65030	65517	66635	67123	67598	68078	68555	69001	69490	69991	70494	70998	71500
11	64773	65261	65747	66232	66716	67201	67689	68812	69300	69778	70261	70749	71234	71723	72204	72685	73164	73644
12	67338	67827	68317	68809	69297	69789	70274	71428	71914	72408	72895	73390	73880	74367	74856	75346	75837	76327
13	69979	70466	70974	71471	71962	72466	72956	74125	74612	75113	75616	76115	76611	77100	77603	78103	78605	79106
14	72703	73191	73712	74214	74717	75225	75711	76905	77395	77909	78413	78921	79420	79908	80422	80935	81448	81962
15	75190	75678	76277	76739	77258	77779	78262	79503	79992	80536	81057	81576	82090	82578	83114	83649	84185	84721
16	77506	77997	78595	79056	79574	80096	80585	81822	82308	82853	83377	83892	84406	84895	85430	85966	86501	87039

Longevity Payments

L18	4000	4000
L22	6150	10150
L26	6550	16700

.5% increase applied to the sum of base salary and longevity for those ineligible for both step advancement and longevity acquisition

2012-2013

Step	B	B+6	B+12	B+18	B+24	B+30	B+36	M/B+45	M+6	M+12	M+18	M+24	M+30	M+36	M+42	M+48	M+54	D/M+60
1	44928	45418	45840	46301	46761	47227	47716	48753	49243	49674	50137	50595	51054	51545	51965	52393	52819	53246
2	46991	47480	47924	48374	48837	49304	49793	50845	51384	51766	52229	52694	53159	53647	54094	54540	54987	55434
3	48773	49264	49703	50158	50626	51082	51572	52630	53122	53554	54017	54477	54943	55434	55856	56277	56700	57121
4	50682	51173	51612	52070	52532	53002	53491	54544	55034	55470	55932	56523	56862	57352	57783	58215	58645	59077
5	53511	54000	54452	54932	55400	55875	56366	57458	57948	58407	58879	59315	59726	60259	60734	61210	61684	62145
6	55240	55732	56186	56665	57136	57610	58102	59192	59682	60147	60616	61089	61570	62060	62483	62906	63329	63751
7	57021	57510	57979	58455	58921	59406	59898	60995	61486	61940	62415	62899	63371	63860	64368	64873	65381	65888
8	59053	59545	60011	60489	60972	61450	61940	63046	63536	64001	64485	64965	65438	65933	66402	66871	67340	67810
9	60843	61333	61803	62279	62763	63238	63729	64841	65333	65807	66283	66761	67240	67730	68206	68683	69159	69635
10	62939	63430	63904	64391	64872	65355	65844	66968	67458	67936	68418	68897	69346	69837	70341	70847	71353	71857
11	65097	65587	66075	66563	67050	67537	68027	69156	69646	70127	70612	71102	71590	72082	72565	73048	73530	74013
12	67674	68166	68659	69153	69644	70138	70626	71785	72273	72770	73259	73757	74250	74739	75231	75722	76217	76708
13	70329	70818	71328	71829	72322	72828	73321	74496	74985	75489	75994	76496	76994	77485	77991	78494	78998	79502
14	73087	73557	74081	74585	75090	75601	76090	77289	77782	78299	78805	79315	79817	80307	80824	81339	81856	82372
15	75566	76056	76659	77123	77644	78168	78654	79900	80392	80938	81462	81984	82500	82991	83529	84067	84606	85145
16	77894	78387	78988	79451	79972	80496	80988	82231	82720	83267	83794	84312	84828	85320	85857	86396	86934	87474

Longevity Payments

L18	4000	4000
L22	6150	10150
L26	6550	16700

.5% increase applied to the sum of base salary and longevity for those ineligible for both step advancement and longevity acquisition