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#### **Contract Database Metadata Elements**

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# ***Agreement***

*Between the*

**SUPERINTENDENT OF SCHOOLS**

*Of the*

**MOUNT MARKHAM  
CENTRAL SCHOOL DISTRICT**

***And the*  
MOUNT MARKHAM TEACHERS' ASSOCIATION**

*For the period*

***July 1, 2002 - June 30, 2006***

**RECEIVED**

DEC 05 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

124



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## **P R E A M B L E**

In order to effectuate the provisions of the "Public Employees Fair Employment Act" (Chapter 392 of the Laws of 1967, amended L.1969, c.24), and to encourage and increase effective and harmonious working relationships between the Mount Markham Central School District (hereinafter referred to as the "District") and the Mount Markham Central School Teachers' Association (hereinafter referred to as the "Association", and so that the cause of public education may best be served in the Mount Markham Central School District, THIS AGREEMENT IS MADE AND ENTERED INTO, by and between the School District and the Association.

## **ARTICLE I – RECOGNITION AGREEMENT**

The Mount Markham Central School District recognizes the Mount Markham Teachers' Association as the exclusive bargaining agent for all teachers and nurses employed by the District during the regular school year. The term of such recognition shall be in accord with the Civil Service Law.

## **ARTICLE II - NEGOTIATIONS PROCEDURES**

- 2.A. The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.
- 2.B. After January 1st of the year of expiration of this agreement, upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year, such request shall be made on or before February 15th. Prior to the commencement of bargaining representatives of the parties shall meet and establish a base unit payroll from which to bargain.
- 2.C. Proposals to be made by either party may be exchanged in advance or at the first meeting. Meetings will be scheduled by mutual agreement of the parties and will not exceed three hours, except by mutual agreement of the parties. They will be held at times other than the regular school day.
- 2.D. At the end of each meeting the parties shall attempt to establish an agenda for the next meeting.
- 2.E. Both parties and/or the Chief School Administrator shall furnish each other, upon request, all available information pertinent to the issue(s) under consideration.
- 2.F. The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.
- 2.G. An impasse in negotiations may be declared by either party with due notice in writing to the other. Resolution of the impasse shall be in accord with the rules and procedures of the New York State Public Employment Relations Board.

## ARTICLE III - GRIEVANCE PROCEDURE

### 3.A. Declaration of Purpose

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

### 3.B. Definitions

- B.1. A "*grievance*" is a claim by any unit member, or group of unit members in the negotiating unit, based upon and limited to any claimed violation, misinterpretation, misapplication or inequitable application of this agreement.
- B.2. The term "*Supervisor*" shall mean any principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief School Administrator.
- B.3. The "*Chief School Administrator*" is the Superintendent of the District.
- B.4. "*Association*" shall mean the Mount Markham Central School Teachers' Association.
- B.5. "*Aggrieved Party*" shall mean any person or group of persons in the negotiation unit filing a grievance or the Association with regard to matters with district-wide application.
- B.6. "*Party in Interest*" shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- B.7. "*Grievance Committee*" is the committee created and constituted by the Mount Markham Central School Teachers' Association.
- B.8. "*Hearing Officer*" shall mean any individual or board charged with the duty of rendering decisions at any stage of grievances hereunder.

### 3.C. Procedures

- 3.C.1. All grievances shall include in writing the identity of the aggrieved party, the identity of the provision of this agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said events or conditions (if known to the aggrieved party), a general statement of the nature of the grievance, and the redress sought by the aggrieved party.
- 3.C.2. The preparation and processing of grievances, insofar as practicable, will be conducted outside of class hours. All reasonable effort will be made to avoid interruption of students in any phase of the grievance procedure.

- 3.C.3 The Board of Education 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 grievance.
- 3.C.4. Any aggrieved party and any party in interest will 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. The aggrieved party may be represented at any stage by any party in interest.
- 3.C.5. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee, any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.
- 3.C.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 and Association. The Chief School Administrator will then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 3.C.7. All documents, communications, and records dealing with the processing of grievances will be filed separately from the personnel files of the participants.
- 3.C.8. The Chief School Administrator will be responsible for accumulating and maintaining an official grievance record. The official grievance record will be available for inspection and/or copying by the aggrieved party, the parties in interest, and the Board, but it is not to be deemed a public record.

**3.D. Time limits**

- 3.D.1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement only.
- 3.D.2 No unwritten grievance will be entertained as described below and such grievance will be deemed waived unless the written grievance is forwarded to the first available stage within thirty (30) school days after the unit member knows or should have known of the act or condition upon which the grievance is based.
- 3.D.3. If a decision at the first 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 in regard to this grievance shall be barred.
- 3.D.4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit will 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.



- 3.D.5. In the event that a grievance is filed on or after June 1st, upon request, by or on behalf of the aggrieved party, the time limits set forth herein may be reduced by agreement of the parties concerned so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

For the purposes of processing grievances that carry over into the summer, school days as referred to in this procedure shall be days when the District offices are officially open, except that no such days shall be counted during the normal vacation period of the administrator at whose level the grievance is being processed.

3.E. **Stages**

3.E.1. **Informal Stage**

- a. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted informally without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement. If the aggrieved party desires, the Association representatives may be present at such adjustments and state their views on the grievance(s). In the event that the grievance is adjusted without formal determination, such adjustment will be binding on the aggrieved party and will, in all respects, be final. Said adjustment will not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- b. If no satisfactory decision is reached, the aggrieved party shall take his/her grievance to the Grievance Committee of the Association.

3.E.2. **Stage 1: Immediate Supervisor**

- a. Within five (5) school days after receipt of the written grievance from a unit member, the immediate supervisor will hold a hearing with the unit member.
- b. The immediate supervisor will render a decision in writing to the unit member within five (5) school days after the conclusion of the hearing.

### **3.E.3. Stage 2: Chief School Administrator**

- a. If the unit member is not satisfied with the decision at Stage 1, the unit member will file an appeal in writing with the Chief School Administrator within five (5) school days after receiving the decision at Stage 1.
- b. Within five (5) school days after receipt of the written appeal from a unit member, the Chief School Administrator may hold a hearing with the unit member.
- c. The Chief School Administrator will render a decision to the aggrieved within fifteen (15) school days after the grievance is submitted to him/her or within ten (10) days after a hearing is held pursuant to E.3.b. Above.

3.E.4. If the grievance is not satisfactorily resolved at Stage E.3. the Association may request that the American Arbitration Association submit a list of seven (7) arbitrators. A copy of such request will be submitted to the Chief School Officer. Upon receipt of the list of arbitrators, the Chief School Officer or his/her designee will meet with an authorized representative of the Association to select the arbitrator by alternate striking of names.

- a. Once selected, the arbitrator will proceed in accord with the rules of the American Arbitration Association.
- b. The arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any provision of this agreement
- c. The authority of the arbitrator in dismissal cases shall be limited in accord with Article VII.
- d. Except for the specific limitations resulting from E.4.c. above, the decision of the arbitrator will be final and binding on the parties.
- e. Costs of the arbitrator's services shall be borne equally by the parties.

## **ARTICLE IV - TEACHING CONDITIONS**

### **4.A. Length of Day**

- 4.A.1. The required workday including unassigned periods, lunch time, etc. of all personnel covered by the teachers' salary schedule shall not exceed a seven and one half (7.1/2) hour day. Effective 7/1/98, the workday for all employees will be 8:00 AM to 3:00 PM.

Actual building schedules shall be developed by the respective building principals and building union representatives.

However, it is recognized that teachers have certain responsibilities, such as after school assistance to pupils, conferring with parents, and professional meetings including faculty, grade level and departmental meetings which will often necessitate a longer day. Administrators will attempt to hold meetings to a reasonable length.

4.A.2. Unit members will be able to leave earlier than the stated dismissal times for Association and faculty meetings that necessitate traveling to another building.

**4.B. Duty Free Lunch**

4.B.1. All teachers shall have a thirty (30) minute duty free lunch period.

4.B.2. Teachers of elementary grades K-4 shall be relieved of noon hour playground duties and lunchroom assignments except that teachers of Physical Education, Art and Music may be assigned to supervise the lunch line outside the cafeteria in the West Winfield Elementary School as long as this assignment does not result in a reduction of preparation time below the contractual limits in B.3.

4.B.3. Teachers in grades 5-6 may be given noon hour assignments but only on a rotating basis and with the guarantees that in no case will the weekly planning time be reduced below a level of 255 minutes per week. Teachers K-4 will be given preparation time no less than 200 minutes per week.

**4.C Teaching Load**

4.C.1. The standard daily teaching load shall be five classes. Where it is considered to be in the best interest of everyone concerned, a teacher may be asked to teach an extra period providing the effort is made to free this teacher from other duties.

4.C.2 The application of the above to the eight period day is best illustrated by the following sample schedules:

**Teacher A:**

per 1-5 classes  
per 6 study hall or supervisory  
per 7 prep  
per 8 conference prep\*

**Teacher B:**

per 1-5 classes  
per 6 extra class  
per 7 prep  
per 8 conference prep\*

\*Conference preparation: Students will not be assigned to teachers during this time. However, the primary purpose of this period is for teachers to provide assistance to students who seek it.

Additional assignments of supervisory duties may be necessary beyond the normal teacher schedule. If such assignments must be made they will rotate among available staff during a given period and assigned in lieu of the conference prep period. In no case will any individual lose a conference prep period more than the equivalent of one semester a year.

#### **4.C.3 Length of Day**

All teachers must be in their respective buildings by 8:00 A.M. each school day.

##### **Grades K-8**

All Teachers will participate in the daily planning period of 8:00 A.M. to 8:20 A.M. The purpose of this planning time is to discuss issues relative to inclusion, program, assessments, special events, academic intervention services and other issues directly related to teaching and learning. Exploratory teachers may attend different team meetings during the week, but must develop a regular schedule.

##### **Grades 9-12**

All teachers will be involved in the following activities from 8:00 A.M. to 8:20 A.M.

- Department meetings
- Grade level meetings
- Development of interdisciplinary units
- Meetings with special education teachers
- Meetings with guidance counselors
- Meetings to discuss special events

##### **Daily Schedule**

8:00 A.M.	All teachers are in their respective buildings
8:00-8:20 A.M.	Teacher planning time
8:25 A.M.	All teachers are on duty in their respective classroom or instructional area, Instructional day begins
2:35 P.M.	K-4 Dismissal
2:45 P.M.	5-8 Dismissal
2:55 P.M.	9-12 Dismissal
3:00 P.M.	Teachers' work day complete, except on days where meetings have been Scheduled.

#### **4.C.4 AIS Assignments**

The high school building principal may assign no more than 7 (seven) Academic Intervention Services (AIS) students to a high school teacher during conference prep periods. This will be done on a rotating basis so that no teacher in each academic department loses the conference prep for more than 10 weeks in a given school year. The above teachers as well as teachers who volunteer to teach an AIS class for an entire year shall be relieved from supervisory duties. Teachers may teach more than 7 (seven) AIS students per class only by mutual agreement with the administration. Volunteers shall be utilized prior to any assignment.

**4.D. Class Size**

- 4.D.1. Elementary class size for K-3 should be a maximum of 25. Elementary class size for 4-6 should be a maximum of 27. Elementary class size shall never exceed 30 prior to budget approval; and, at any time after budget approval should an individual class size exceed 30, the situations will be reviewed with the teacher(s) involved on the particular grade level and some means of relief for the problem will be made.

**4.E. Parent Communication**

- 4.E.1. The Association can expect that an annual plan for parent communication programs will be established at the building level by the end of October of each year. Such a plan shall include provisions for formal and informal parent conferences as well as evening programs to be carried on throughout the year. Individual attendance at parent meetings after regular school hours will be limited to two during the school year. If further meetings are desirable, they will be limited to two providing an equal amount of afternoon release time is granted for each of these meetings.

Any meetings beyond these limits will only be held with the approval of the Association.

- 4.E.2. The parties agree that a program of community relations is an important aspect of maintaining support for the School District and agree to explore ways to cooperatively participate to enhance such a program.
- 4.E.3 Notwithstanding the provisions of Article IV.E.1, if the District wishes to have an additional parents' night at the elementary level and sufficient staff are willing to participate to make it feasible, the Association will not itself, or on behalf of any individual, grieve. However, it is the clear understanding of the parties that any teacher may freely elect not to participate.

**4.F. School Calendar**

The school calendar shall conform, to as great an extent as possible, with the Herkimer County BOCES calendar.

Unused emergency days will be converted to days off except that, one day above state minimum will be retained for emergency and converted on the final day of the year if still available.

During the first year of the contract and every year thereafter, the District may require, with the appropriate Board authorization, an additional day to be added to the school calendar of 180 days. Said days shall be utilized solely for the purpose of staff development. The rate of pay for this extra day shall be at the rate of 1/180<sup>th</sup> of the teacher's annual salary.

#### **4.G. Notice of Assignment**

- 4.G.1. Notice of assignment changes for all personnel for the following school year shall be given in writing by April 1st. Employees will be notified immediately of any changes that may become necessary after that date.

Teaching assignments shall be within the tenure category for which the teacher has been appointed by the Board unless there is a mutually agreed upon certifiable, exception. All personnel will be normally assigned duties within the Mount Markham School District. Any deviation from this will be after consultation with the Association.

#### **4.H. Personnel File**

- 4.H.1. Any employee shall have the right upon written request with reasonable notice, to review the contents of his/her permanent personnel file in the District Office.

This review will exclude such "confidential" materials as recommendations from former employers and college placement folders. An employee may, at his/her option, elect to have an Association representative present during the review of the file.

- 4.H.2. An employee has the right to attach his/her comments to anything placed in the file. No item of a derogatory nature or which is critical of an employee or that employee's performance will be placed in the employee's file until the employee has had an opportunity to attach his/her comments thereto. If the employee does not wish to comment, the employee will so indicate by initialing the document. Such initialing shall not constitute agreement with the contents of such material.

Any such items, if they are to be placed in an employee's file, must be so filed within fifteen (15) school days from the time they become known to the Chief School Administrator, unless the employee is unavailable to review the material as provided above, in which case the material will be filed within five (5) days after the employee has completed the review procedure set forth herein.

#### **4.I. Teacher Facility Requirements**

- 4.I.1. Space to store instructional materials and supplies, (1) sufficient files (with locks provided), (2) sufficient bookcases.
- 4.I.2. A serviceable desk and chair at each teaching station for teachers assigned there.
- 4.I.3. A classroom equipped with adequate lighting and ventilation with automatically controlled heat.
- 4.I.4. Adequate parking space.
- 4.I.5. A teacher work area containing adequate equipment and supplies to aid in preparation of instructional materials.
- 4.I.6. A communication system through which teachers can communicate with the main office from their classrooms.

4.I.7. An adequate projection screen and appropriate wall mounted brackets in each classroom.

4.I.8. Drapes or other means to properly darken rooms where projection equipment will be used.

4.J. **Employee Assistance Program**

4J.1. The District will establish an Employee Assistance Program.

## **ARTICLE V - STAFF INVOLVEMENT IN PLANNING**

5.A. Building principals will be available, upon reasonable request, to meet with Association building representatives for discussion of building problems. Problems unresolved at the building level may be referred to the Superintendent.

5.B. The parties will establish a joint Labor/Management Committee consisting of the following six (6) members; Association President, two (2) members of the Association's Executive Committee, the Superintendent of Schools and two (2) Board of Education members. This committee is to function as a problem solving group, meeting on a regular basis as part of an ongoing effort to avoid both contractual and other problems, serving as the district-wide structure for shared decision making. Meetings may be initiated by either party. By mutual agreement, either party may invite a guest for the purpose of discussion.

5.C. Any changes in the district-wide MASTER PLAN as adopted by the parties in 1988 must have the approval of the Board and the Association.

## **ARTICLE VI - TEACHER TO TEACHER PROGRAM**

The Association will appoint in each building a three member committee, which shall be charged with establishing a pool of volunteers to participate in a teacher to teacher program. The program will have two purposes:

6.A. **New Teacher Orientation**

During the first year of probation the committee will assign to each new teacher a helping teacher from the pool of volunteers. Said helping teacher will then become a resource for the new teacher in making the adjustment to the District, its practices and programs. The role of the helping teacher will not be evaluative.

6.B. **Cooperative Teaching**

An individual teacher may request to be allowed to work with another teacher in an instructional setting for a specific purpose. Such a program may include modeling a specific teaching skill or being critiqued by another teacher. This program shall also be totally separate from the formal evaluation procedure.

## **ARTICLE VII - PROFESSIONAL EMPLOYMENT STATUS**

No member of the bargaining unit will be disciplined, reprimanded, or reduced in rank or compensation without just cause.

In the case of dismissal of a probationary teacher, coverage of this provision shall be limited as follows:

- 7.A. During the first full year of probation, no coverage.
- 7.B. During the second full year of probation, no coverage except that the teacher will have the right to request and receive a hearing before the Board of Education.
- 7.C. During the third and final full year of probation, a teacher may appeal a dismissal to arbitration, but the determination of the arbitrator shall be advisory only.

## **ARTICLE VIII - EVALUATION**

- 8.A. All observation and evaluation of the job performance of any member of the bargaining unit will be conducted openly and with full knowledge of said unit member. Prior notice will be afforded to probationary teachers for the first observation of a given year.
- 8.B. Only certified administrators will prepare formal evaluations of unit members.
- 8.C. First year probationers will be evaluated at least twice, with the first evaluation being completed prior to midterm.

Tenured teachers will be observed and evaluated at reasonable intervals or upon reasonable request from the teacher but at least once a year. These evaluations for tenured teachers shall be written.

- 8.D. All formal evaluations will be in writing and submitted to the employee for review and comment prior to filing in accord with Article IV.H.

There will be a post observation conference within ten (10) working days of the observation(s) and prior to the writing of the evaluation.

- 8.E. All written evaluations must be based upon a cumulative minimum total of forty (40) minutes on the spot observation by the evaluator. Any negative comments made by the evaluator will be accompanied by reasonable and appropriate suggestions for the improvement of an employee's performance and subsequent evaluations will record progress in such areas.

A teacher shall have the right to add his/her own comments to any written evaluation prior to its being placed in the personnel file.

The teacher will sign the completed evaluation report only as an indication that he/she has seen and discussed the evaluation and been given the right to respond. The teacher's signature does not indicate or imply either agreement or disagreement with its content.



- 8.F An employee who feels that an observation or evaluation by the administrator may have been, for whatever reason, adversely affected by an inopportune classroom visitation will be granted further observation upon request.
- 8.G Under this article, casual, informal observations of classroom performance are permitted but cannot be used in establishing judgements on the quality of teacher performance unless formalized by written inclusion in the employee's evaluation.
- 8.H Tenured teachers may participate in an alternative professional assessment as negotiated in the 2004-05 school year. All of the procedures have been agreed to and are part of the districts APPR plan. The Districtwide Program Action Council, as defined in the Master Plan will be charged with the responsibility of annually reviewing the APPR.

### **ARTICLE IX – TRANSFERS AND PROMOTIONS**

- 9.A. All vacancies in professional staff positions and extra pay assignments, including athletics and promotional positions, shall be posted in the office of each school building and in each faculty lounge at least ten (10) days prior to the closing date for applications for said positions. In an emergency such as that caused by late resignations, serious illness, death or disability, the posting period may be shortened upon written notice to the Association President, but in no case will be less than five (5) days.

In such cases of emergency, any position may be filled on a temporary basis. In cases where the posting period occurs during the summer vacation, notification of all openings as defined above shall be mailed to the President of the Association and to any individual teacher who has, prior to the end of the school year, submitted to the District office written notice asking to be apprised of District vacancies.

- 9.B. Qualified internal applicants will be given precedence over external applicants. The determination of qualification will be based upon credentials, successful experience and/or other factors that can be demonstrated to be relevant to the needs of a specific position.
- 9.C. When there exists more than one internal applicant for a position whose qualifications are substantially equal, the applicant with the most seniority in the district will be appointed to the position.
- 9.D. The District will make no involuntary transfers of professional staff members except in cases of emergency or to meet a specific educational need, which cannot be reasonably dealt with in any other way. In cases of involuntary transfer, the person with the least seniority in a given area of qualification will be transferred.

It is understood that, assuming the District has provided reasonable verification through the evaluation process, a demonstrated inability of a teacher to perform at an acceptable standard at a particular grade level constitutes a "specific educational need that cannot be reasonably dealt with in any other way," and justifies an involuntary transfer to another grade level.

- 9.E In closing a building, teachers left to be moved from that building will, if possible, be kept at the same grade level and if such is done, it will not be considered a transfer.

If more than one person qualified for such grade level retention the person with the most seniority in the District will prevail.

Remaining teachers from the closed building will choose from the remaining openings in order of district-wide seniority.

Requests for voluntary transfer by teachers other than those from the closing building will be honored only if they accommodate the desires of teachers from the closed building.

- 9.F. When a grade level position is eliminated, transfers of teachers will be handled in the same manner as in the closing of a building (paragraphs two and three of Section E above).

## **ARTICLE X - ASSOCIATION RIGHTS**

### **10.A. Right to Membership**

No unit member shall suffer any professional disadvantage by reason of his/her membership in the Association or participation in its lawful activities.

- 10.B. It is recognized that good communications are important in providing a good educational program for students. It is, therefore, necessary that a series of meetings be arranged during the school year between the Superintendent and the President of the Association at the request of the Association President. A meeting will be held within five (5) school days of such request.

- 10.C The President of the Association may request and be granted additional released time during the workday based upon demonstration of need and subject to the approval of the Superintendent.

### **10.D. Dues Deductions**

10.D.1. The School District agrees to deduct from the salaries of unit members dues for the Mount Markham Central School Teachers' Association, and the New York State United Teachers as unit members individually and voluntarily authorize the School District to deduct, and to transmit the revenues to the Mount Markham Central School Teachers' Association. The unit members' authorizations will be in writing.

10.D.2. The Mount Markham Central School Teachers' Association will certify to the Business Manager in writing the current rate of dues of the above Associations.

10.D.3. Deductions will be made in equal monthly installments during the school year. The School District will not be required to honor for any month's deduction any authorizations that are delivered to it later than fifteen (15) days prior to their distributing the payroll form on which the deductions are to be made.

10.D.4. No later than September 30th each year, the School District will provide the Association with a list of those employees who have voluntarily authorized the School District to deduct dues. The School District will notify the Association monthly of any changes in said list.

Once a dues authorization form has been submitted by a unit member, it shall remain in effect until the individual has either left the employment of the District or revoked it in writing.

- 10.E. The District will provide payroll deduction for members of the bargaining unit who elect to join the First Source Federal Credit Union, Bank of America and/or Partners Trust. Authorization forms for such withholding will be available in the Business Office.
- 10.F. The School District agrees to deduct from the salaries of unit members, who shall authorize such deduction in writing contributions to VOTE/COPE, P.O. Box 5190, Albany, New York 12205.
- 10.G. Deductions for tax sheltered annuities and requests for same may occur twice during the school year after the initial request is submitted prior to October 1.
- 10.H. The District will provide payroll deduction for the NYSUT Benefit Trust.

#### **ARTICLE XI - PROTECTION**

##### **11.A. Litigation**

11A.1. The School District agrees to save harmless all teachers from financial loss arising out of any claim, demand, suit or judgement by reason of alleged negligence or other act resulting in accidental damage to the property of any person within or without the school building provided such teacher, at the time of the accident or injury, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board of Education of the School District. A teacher, however, is required, in order to receive this protection, to deliver the original copy of any summons, complaint, process notice or other paper received by him/her to the Board within ten (10) days after service.

- a. Teachers will immediately report to their principal all cases of assault suffered by them in connection with their employment. This report must be in writing.
- b. A teacher should report immediately to the Unit Administrator (including head teacher on the elementary level) any incident, especially one involving physical contact with a student that might lead to a claim of injury against the teacher or the District.

##### **11.B. Worker's Compensation**

11.B.1. The School District will carry Workers' Compensation Insurance, which will provide medical care pursuant to applicable law.

## **ARTICLE XII - HEALTH INSURANCE**

### **12.A. Board Participation**

12.A.1. The Health Insurance Plan provided by the District shall be that currently offered in cooperation with the Herkimer County BOCES with such riders as are necessary to provide coverage equal to or better than the Prudential Plan being replaced.

#### **Effective upon ratification of this agreement for 2004-2005:**

Unit members who select individual coverage will contribute ten percent (10%) toward the cost of health insurance up to four hundred (\$400) dollars per year.

Unit members who select family coverage will contribute ten percent (10%) of the cost of family coverage up to one thousand one hundred (\$1,100) dollars per year.

#### **Effective 7/1/05:**

Unit members who select individual coverage will contribute ten percent (10%) toward the cost of health insurance up to four hundred fifty (\$450) dollars per year.

Unit members who select family coverage will contribute ten percent (10%) of the cost of family coverage up to one thousand three hundred (\$1,300) dollars per year.

12.A.2. The Board's share of the payments for the health insurance coverage for part-time unit members will be prorated on the basis of the percentage of full time salary that the person receives provided that the person is eligible for coverage under terms of the policy.

12.A.3. A unit member on extended leave for a reason other than illness may continue to participate in the insurance program at his/her own expense.

12.A.4. Teachers who voluntarily leave the service of the School District except for reasons of retirement or illness shall assume the full cost of their health insurance program if eligible, upon the date of their termination of service with the District.

12.A.5. All unit members employed in the District may elect individual or family coverage.

12.A.6. All bargaining unit retirees shall be governed by the same contribution rates as are active employees and it is agreed by the parties that the contribution rates agreed hereunder are fully enforceable under Article III.

12.B. The District will provide Blue Cross/Blue Shield Schedule A Basic and Supplemental Basic dental coverage for unit members and their dependents. The district will pay 90% for each participating unit member and 90% for dependents.

12.C The District will provide individual or family coverage for prescription drugs with a \$0 mail order, \$2 generic, and \$5 non-generic co-pay.

- 12.D. There will be a joint committee charged with the ongoing task of reviewing the health insurance program offered to employees of the District.

The committee is empowered to involve representatives of other bargaining units as appropriate or necessary with the understanding that each group reserves its right to negotiate any changes.

Recommendations of the committee may be made to the parties for discussion during negotiation for a successor to the agreement or, if mutually agreeable, may be implemented at any time during its term.

- 12.E. The parties agree that a Section 125 Cafeteria Plan will be provided. This plan will cover premium contributions, medical expenses not covered by insurance, and dependent care.

### **ARTICLE XIII - LEAVES**

13.A. **Sick Leave**

13.A.1. Returning unit members shall be entitled to twelve (12) personal sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. For the initial year of employment, such days shall not be credited until a new employee has actually worked. Unused sick leave days shall be accumulated from year to year. (Maximum accumulation will be unlimited.)

13.A.2. Time required for corrective, preventive and/or remedial treatment shall be considered legitimate sick leave.

13.A.3. Pregnancy related disability as determined by the attending physician shall be covered by sick leave.

13.A.4. Four (4) days per year of sick leave may be used for illness in the immediate family (spouse, child, or any other relative who lives in the employee's household or for whose care the employee is responsible).

13.A.5. Unit members shall be notified in writing during the first month of school as to the total amount of sick leave they have accumulated.

13.A.6. Unit members shall be informed of a telephone number which they may call, and it is strongly recommended that the calls be made at least one (1) hour before the normal workday begins to report their unavailability for work. The administration shall make every effort to obtain substitute teachers.

13.A.7. Unit members absent for six (6) or more consecutive days may be required to provide the Superintendent with a doctor's certification of illness.

13.A.8. Full-time teachers who have at least twenty five (25) accumulated sick leave days as of June 30th and who contribute one personal leave day to the sick bank, if any, will be eligible to be paid for a portion of sick/personal leave days accrued during the school year, as described below.

- a. Each teacher may choose to either accumulate or be paid for up to ten (10) unused sick/personal leave days at the end of the year. All other unused days will accumulate into the running total. Payment for unaccumulated, but unused days, will be at the rate of \$30 and will be made in a separate check after July 1st.
- b. In order for a teacher to be eligible for the full ten day payback, he/she must not, for any purpose, have used any sick leave or personal leave days during the school year. The use of either one personal or sick leave day (except to join the sick leave bank) will make the person eligible for nine (9) days' pay. The use of two days will make the person eligible for eight (8) days' pay, to a maximum of five days.

### **13.B. Sick Leave Bank**

In the event of serious illness or injury to a teacher, which extends beyond his or her accumulated sick leave, a sick leave bank will be established according to the following guidelines:

- 13.B.1. When a teacher is in need of using the sick leave bank, a request for this will be made to the Superintendent in writing.
- 13.B.2. The Superintendent may determine the validity of each request by requiring medical certification of illness.
- 13.B.3. If the request is valid, all teachers will be notified of the emergency by the Superintendent. In this same announcement, all teachers will be reminded that a list of teachers who wish to volunteer one day of sick leave for the teacher who is ill will be established at once in the office of the Superintendent. Names will be placed in a box in the Superintendent's office as they are turned in on a sick leave bank form. These forms will be supplied by the Superintendent's secretary.
- 13.B.4. If an individual who has drawn from the sick bank should become ill a second time during the same school year and petition to use the bank a second time, approval for such use of the bank will only be granted at the discretion and approval of the Board of Education.

Days will be withdrawn on a lottery basis. Teachers will be notified on the same form when their day of sick leave is used. Drawing will be made by the Secretary of the Superintendent.

When the emergency is over, all forms left in the box will be returned to the appropriate teacher noting that their donated days were **NOT** used.

### **13.C. Temporary Leaves of Absence**

#### **13.C.1. Personal Leave**

Three (3) days per year for personal reasons. Written notification of date of use to be submitted to the building principal two days in advance except in case of emergency.

Such leave is not to be used for recreational purposes nor may it be used to extend a vacation period or holiday except in an emergency.

Unused personal leave will accumulate as sick leave.

**13.C.2. Death in the Immediate Family**

Up to five (5) days for each occurrence of death in the immediate family, not deductible from sick or personal leaves. The immediate family is limited to father, father-in-law, mother, mother-in-law, husband, wife, son, daughter, brother, sister, brother or sister-in-law, son or daughter-in-law, grandparents, grandchildren, guardian or any other relative, who at the time of death is residing in the home of the employee.

**13.C.3. Association Leave Time**

Time necessary for Association representatives to attend conferences and conventions; the representation should be limited to a total of ten (10) teaching days.

**13.C.4. Legal Appearance Leave**

- a. Leave shall be granted with pay for a teacher to take part in legal proceedings connected with the employment or with the school system.
- b. Leave shall be granted with pay for a teacher on jury duty. A unit member taking such leave shall reimburse the School District for any fees he/she receives as a witness or as a juror, with the exception of any travel expenses.

**13.C.5. Professional Trip Regulations**

- a. Each faculty member shall be entitled to or may be asked to make one (1) visitation day a year. The specific visitation day will be decided upon on a mutually agreed basis.
- b. Attendance at professional conferences shall be distributed: at the secondary level by department areas, and, at the elementary level by grade level and resource areas. Distribution shall be on an annual budget allotment to the secondary and to each elementary administrative unit
- c. Reports on professional trips will be submitted to the Unit Administrator who will distribute same, when appropriate, to other members of the staff.

**13.D. Extended Leaves of Absence**

**13.D.1. Military Service**

Military leave will be granted to any unit member as provided by military law. Upon return from such leave, a unit member will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed during the period of his/her absence up to a maximum of three (3) years.

**13.D.2. Child Care Leave**

Child care or adoption leaves without pay will be granted for a period not to exceed two (2) years. Unit members who wish to take the second year must notify the District in writing six months prior to the beginning of the year for which leave is requested. Unit members must give reasonable notice to the Board of Education in writing that said leave is requested and, where applicable, shall submit to the Chief School Administrator, upon request, a doctor's certification as to physical fitness and ability to continue or resume normal activities. If possible, such leaves shall end at the beginning of semesters.

Unit members on said leave shall have the option to participate in the health insurance program of the District at their own expense.

**13.D3. Personal Reasons**

A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons.



#### **13.D.4. Educational Improvement**

A leave of absence without pay of at least one (1) year may be granted for an approved program for educational improvement. Upon return the employee will be placed at the level he/she would have achieved if he/she had not been absent. Additional leave may be granted by the Board.

#### **13.E. Sabbatical Leave**

- 13.E.1. Upon recommendation of the Chief School Administrator, sabbatical programs may be funded for unit members who have successfully served at least seven (7) continuous years in the school system for travel or graduate study of value to the school system.
  - a. In the case of travel, an itinerary shall be submitted with the application. An explanation shall be attached demonstrating the direct value of the travel to the needs of the school system.
  - b. In the case of graduate study, a program of study shall be submitted with the application. An explanation shall be attached demonstrating the value of the study to the school system.
  - c. In the case of curriculum programs performed for the district, such programs may be proposed by the unit members or the administration.
- 13.E.2. The number of sabbaticals that may be granted in any one school year will be one.
- 13.E.3. Application for sabbatical leaves must be submitted to the Chief School Administrator in writing no later than February 1st of the school year for which the leave is requested. Applicants will be informed of the action taken on their applications no later than April 1st.
- 13.E.4. Sabbatical leaves for one (1) year shall be at one half (1/2) of the salary the employee would have received during the period of such leave or for one half (1/2) of a year at full salary the employee would have received. Employees shall be given credit toward salary increment while on sabbatical leave, and all other benefits received by them during their regular assignment shall be maintained.
- 13.E.5. Any employee granted a leave pursuant to this article who, during such leave, engages in employment not stated in the application for such leave or thereafter approved by the Chief School Administrator, shall be deemed to have resigned. However, mutually agreed upon, minor employment, supplementary to the purpose of the leave, shall be exempt.
- 13.E.6. The intrinsic value of a sabbatical program will be the major factor when deciding among two or more qualified applicants.

- 13.E.7. Any employee granted a leave pursuant to this article shall agree to return to the District for two school years following such leave. Summer study programs will require from the employees a signed agreement to remain in the employ of the District for the following school year. Failure to fulfill the agreed upon work period following any sabbatical shall require that the employee repay to the District a percentage of the sabbatical monies equal to the percentage of the agreed upon period not worked.

**13.F. Leave Regulations for Extended and Sabbatical Leaves**

- 13.F.1. In cases of unpaid leaves the employee will earn no step or increment credit for the term of absence unless said employee has completed one half (1/2) of the school year at the inception of the leave. Otherwise the employee, upon return, shall be placed on the next salary step immediately higher than the one at which he/she completed a years service.
- 13.F.2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return and he/she will be assigned to a comparable or substantially equivalent position.
- 13.F.3. All requests for leaves or extensions or renewal of leaves will be applied for and granted in writing within six (6) months notice being required for original leave and four (4) months notice being required for extensions of leaves except in emergencies.
- 13.F.4. Any employee on leave of absence for a school year or more shall notify the Chief School Administrator as to his/her intention to return to service at least five (5) months before expiration of such leave (i.e. February 1st).

**ARTICLE XIV - SUBSTITUTES**

**14.A. Substitution Policy**

Every effort shall be made to hire qualified substitutes in the absence of regular staff members.

**14.B Certified Substitute**

The Board of Education has the right to place a long term certified substitute after 10 days on a step of the salary schedule of its own choosing.

**14.C Term Substitute**

The parties agreed to the following:

- a.) A teacher being employed by the Board of Education for a semester or more would receive full benefits, hours and degrees paid and step determined by the district.

b.) A teacher being employed:

1. After ten (10) consecutive days moves from per diem pay to Step 1.
2. After thirty (30) consecutive days is eligible for E.I.T. pro rata, no health insurance and subject to Agency fee.

## **ARTICLE XV – CO-CURRICULAR & INTERRSCHOLASTIC SALARY SCHEDULES**

### **15.A. Pay Scales**

Salaries for co-curricular activities and coaches of interscholastic sports shall be increased by the same percentages as the general salary increase found in Article 16.B.I., and salary schedules are to be found in Appendix B and C.

### **15.B. Annual Review**

A joint committee shall immediately be established which shall on an annual basis review the matrix governing pay for coaching and other extra pay positions. This review shall attend to the relationship between time required and pay since the activities are not static.

The committee will report its recommendations by October 15, of each year. The committee shall consist of six (6) members. Both the Superintendent and the Association President shall serve and each shall appoint two (2) other members.

### **15.C Authorization**

The Board of Education retains the right to add new sports and activities and/or to determine not to continue same. In cases where activities or sports are being added, the Board will propose the initial placement on the matrix subject to negotiations with the Association.

## **ARTICLE XVI - SALARY SCHEDULE AND BYLAWS**

### **16.A. Bylaws**

- 16.A.1. It shall be the policy of the Board of Education to hire only teachers who have at least a Bachelors degree or its equivalent. They shall also possess an emergency, provisional or permanent certificate issued by the State of New York or be eligible for said certificate.

Recognizing the need for the District to secure teachers at a competitive professional salary, the District may hire teachers on any salary step.

- 16.A.2. Credit for military experience shall be granted according to Military Law, Section 243.

- 16.A.3. Graduate credits for salary purposes will be granted annually, as of September 1st, for each school year. Official transcripts are required.
- 16.A.4. All staff members shall be assigned to no less than their proper step on the salary schedule and no staff member shall be held on any step until he/she has reached the top step of the schedule in his/her preparation column unless in accordance with the following procedures:
- a. In the case of any unit member whose work performance is less than the accepted minimum standard of the District, the administration may elect to withhold an annual increment. If the person so affected is at the top of the schedule and no increment due, the amount withheld may not exceed the dollar value of the top automatic step to be subtracted from any negotiated increase the person would normally receive. No deduction may be made that would lower compensation below the level of the prior year. This provision does not affect monetary credit for graduate hours.
  - b. The administrator will only implement this procedure after the performance of the person involved has been reviewed by a second evaluator.
  - c. Any person affected by a withholding of monies under this provision may request and be granted an administrative review of performance after ten (10) weeks. The administration will automatically review each such case after twenty (20) weeks.
  - d. During the period of such withholding of monies, the administration will render assistance to the person so affected in an attempt to raise performance to acceptable levels (Article VIII. E., Paragraph Two).
  - e. If the administrative review determines improvement in performance raising it above the accepted minimum level, the person will then be paid at the higher salary level retroactive only to the ten (10) or twenty (20) week point of review.
- 16.A.5. Current guidance personnel will receive 1.1 times the salary as outlined in Article XVI, Section A 4. Effective September 1991, new hires will not be paid this differential.
- 16.A.6. Full credit for university and college graduate hours and half credit for inservice courses shall be granted toward raises on the salary schedule. Prior approval of the Administration is required. Approval for credit for undergraduate hours may be considered when circumstances warrant. This provision will have no effect on undergraduate credits already being paid for at the time of this agreement

**16.A.7. Method of Payment**

- a. All unit members shall have the option of receiving their appropriate annual salary in the normal biweekly installments or may elect to receive their pay by the following formula:

Annual Salary biweekly (26) and the remainder to be paid in full on the last day of the school year.

- b. Each unit member shall notify the business manager of his/her choice of option as soon as possible before the start of the school year, but not later than the published payroll deadline for the first September payroll.
- c. The choice of either option shall in no way affect the procedures for dues deduction outlined in Article X.
- d. Regardless of the option chosen, the first paycheck shall be given on the second Thursday after the first day that unit members report.
- e. In-service credit for salary purposes will continue to accrue based upon the formula of fifteen in-service hours equaling one graduate credit hour. Units of in-service of less than fifteen hours may be accumulated until they reach the required fifteen-hour level.
- f. The parties agree that a teacher taking an in-service bearing course on a day they would normally be working as a teacher, would receive in-service credit one calendar year later. Teachers would be allowed two (2) days per year to attend conferences.

Conferences/workshops attended after school and/or on weekends would not be limited and in-service credit would be granted upon completion. Granting of in-service credit is by the Superintendent based on educationally related material to the respective teacher's area.

- 16.A.8. Administration will give prior notice concerning the docking of a teacher's pay.

**16.B. Salary Schedules – 2002-2006**

**16.B.1. Salary Schedule 2002-2006:**

Effective 7/1/02	3.75% inclusive of step.
Effective 7/1/03	3.75% inclusive of step.
Effective 7/1/04	4.25% inclusive of step.
Effective 7/1/05	4.25% inclusive of step.

16.B.2. **Salary Schedule 2002-2006**

All employees will be paid in accordance with the attached salary schedule (Appendix A).

- 1 6. B.3. Graduate hours will be paid at the rate of \$57.50 per hour to a maximum of BA+120. Effective 7/1/98, graduate hours will be paid at the rate of \$58.50. Effective 7/1/99, the rate will be \$59.50. Effective 7/1/2000, the rate will be \$60.50. Hours up to BA +30 are paid in blocks of six (6). Hours beyond that point are paid per hour.

Masters payment for new employees hired after 7/1/98, and thereafter, will be paid in accordance with Appendix D. Payment for a Certificate of Advanced Studies (CAS) shall be \$700. Effective 7/1/98 CAS rate will be \$750. Payment for a Doctorate degree shall be \$1,000. Payment for National Board Certification shall be \$1,000.

Below the BA+30 level, hours completed between September 1 and August 31 will qualify for pay the September 1 next following. Actual payment, however, will not begin prior to the receipt of official transcript(s) and will be retroactive to September 1.

Beyond the BA+30 level, hours are paid immediately upon receipt of transcript, also retroactive to September 1. Transcripts submitted after the beginning of the new fiscal year, July 1, will result in pay being delayed until the next September 1 regardless of when they were completed.

16.B.4. **Retirement Incentive**

- a. An eligible unit member who tenders his/her resignation for retirement purposes to the Board of Education prior to April 1st of the year of retirement shall receive terminal pay as follows:

A rate of \$15 per day shall be paid for each day of accumulated sick leave up to a maximum of two hundred and fifty days (250).

*Eligibility:* Unit members shall be eligible who have given at least fifteen (15) years service to the District.

**403-B**

The parties agree to the addition of paying retirement incentives through a 403-B, which shall continue until the expiration of this agreement. Should IRS regulations currently governing the employer's contribution's into the 403B account change or be reinterpreted, in a way that makes this agreement illegal or increase the District's liability, this provision shall be null and void.

- 16.B.5 Any unit member who is eligible to retire under the rules of the New York State Teachers' Retirement System and who has served a minimum of fourteen (14) consecutive years in the Mount Markham School District and who has a total of at least nineteen (19) years of service credit, may, upon giving advance notice of resignation to the Superintendent by May 1st prior to the intended final year, qualify for an additional increment of twenty (20) percent of base salary.

A unit member who reaches his/her first year of eligibility for retirement, but does not have either the minimum of fourteen (14) years service in the District or nineteen (19) years of service credit, may still qualify for the twenty (20) percent of base salary if he/she elects to retire at the end of the school year in which both these requirements are finally met, provided, again, that the teacher gives the same advance notice as indicated in the paragraph above.

This benefit shall only be applicable during the first year of eligibility without penalty in the Teachers Retirement System. Teachers who elect not to retire during this window period shall not be eligible after the window period closes to receive this benefit.

16.B.6. **Summer Work**

1. Curriculum - summer curriculum proposals may be proposed either by unit members or the administration. Proposals should be submitted to the Superintendent by April 1<sup>st</sup>. If approved, pay will be at the rate of 1/200th of the employee's annual salary per day. If work is less than a full day, pay will be pro-rata based upon a six and one half hour day, exclusive of lunch.
2. Other summer work, such as for summer school programs, may be instituted by the Board.

Such positions will be posted and such posting will indicate the rate of pay for each position as determined by the Board.

16.B.7. **Department Chairpersons**

Department chairpersons will be paid an annual stipend of \$1,000 beginning in the 1988-89 school year. The rate for returning department heads for 1989-90 shall be \$1,110 and for 1990-91 \$1,221. The increases may be withheld in the face of unacceptable evaluations pursuant to Article XVI A.4.a. New department heads will begin at \$1,000 and move to the rate for returning department heads at the beginning of their second year assuming an acceptable evaluation.\*

\*This paragraph will be reconsidered if Department Chair positions are re-established.

16.B.8 **Waiver Fee**

The parties agree to share the cost imposed by the State Education Department to file a waiver for a teacher being employed in an area where he or she is not certified. The cost would be borne equally by both parties.

**ARTICLE XVII - NURSES**

17.A. All provisions of this agreement apply to nurse members of the bargaining unit except as modified in this article.

17.B. The following provisions of this agreement do not apply to nurses:

ARTICLE IV-A1, B, C, D and E  
ARTICLE IV I.  
ARTICLE IX E.  
ARTICLE XVI -Except A.7

17.C. The following provisions apply to nurses only:

17.C.1. Hourly rate as referred to below shall be 1/1260 of employee's annual salary.

17.C.2. The workday for registered nurses shall be seven (7) hours inclusive of lunch. Any additional time will be paid as overtime at the normal rate and at time and a half in excess of 40 hours per week.

17.C.3. The work year for registered nurses shall be the same as for teachers. Time spent beyond the normal work year for giving physicals shall be at the regular hourly rate and in no case will an employee be required to report unless guaranteed a full day's pay.

17.C.4. If positions are abolished, those persons with least seniority in the position will be laid off first. Any employee thus laid off will be given privileged consideration for other vacancies in the system for which said employee may qualify.

A laid off employee shall be on a preferred eligible list to return to the next available opening in the position from which said employee was laid off. This preferred eligible status shall be for five years.

17.C.5. Extended periods of substitution one (1) semester or longer, will be credited for purposes of seniority if they immediately preceded regular employment.

17.C.6. Any nurse required to travel on District business will be compensated for mileage at the rate of .30 cents per mile.

17.C.7. **Salary - Nurses**

School nurses will receive percentage increases as listed in Article 16.B.1., as well as an additional \$400 per year in school years 2002-03, 2003-04, 2004-



05 and 2005-06. The parties agree that the percentages set forth in 16.B.1 shall not be applied to the \$400 in any school year.

The salaries for the existing nurses shall be as follows:

	<u>Nancy Lake</u>	<u>Jill Waite</u>	<u>Theresa Crawford</u>
<u>02-03</u>	\$28,853	\$23,168	N/A
<u>03-04</u>	\$29,920	\$24,022	\$22,188
<u>04-05</u>	\$31,175	\$25,026	\$23,113
<u>05-06</u>	\$32,483	\$26,072	\$24,079

**Longevity**

\$1,200 @ 15 years

\$1,200 @ 20 years

In-service credit for continuing education units:

1. 15 clock hours equals one CEU
2. Maximum of 30 clock hours each year
3. One CEU equals \$35.00
4. Courses and/or workshops must pertain to issues related to nursing practices in a public school.

Thereafter it is contemplated, subject to future negotiations between the parties, that returning employees shall move up one step from the prior year of employment.

New hires may be granted up to 5 years service credit.

**ARTICLE XVIII - PROFESSIONAL GROWTH**

There will be established a joint Governing Board to administer a District Program for Professional Growth.

The Governing Board will consist of six members; three appointed by the Superintendent and three appointed by the President of the Mount Markham Teachers' Association.

The Governing Board is charged as follows:

1. To determine which proposals or requests is to be within the purview of the Governing Board according to the intent of this agreement.
2. To establish criteria upon which to evaluate proposals. Such criteria shall specify multiple entry points into the process, including but not limited to:
  - a. classroom application of in-service programs
  - b. Combining of in-service programs and individual research
  - c. Projects related to cooperative or team teaching

- d. Other entry points will be proposed by the Governance Board for approval by the Board of Education and the Mount Markham Teachers' Association's Executive Committee.

Other responsibilities of the Governing Board include:

3. Encourage broad participation in what is a non-mandatory program.
4. Process applications to teach in-service courses and initiate professional growth projects.
5. Review and approve or deny proposals.
6. Determine the amount of in-service credit to be granted for successful completion of course and project proposals submitted to the Governing Board.
7. Evaluate completed projects and determine whether prior approved in-service credit is to be granted.
8. Provide for the Board of Education and the Mount Markham Teachers' Association's Executive Committee an annual evaluation of the program in the spring, and an interim report in the winter, which will include budget proposals for the following year.

Governing Board members who are covered by the Mount Markham Teachers' Association's Agreement will be granted released time or paid as per said Agreement. Meeting times will be determined by the Governing Board within the agreed upon budget of the Board.

The Governing Board must also operate within budget set annually by the Board for the purpose of granting pay for in-service credits.

Approval of an application to prepare and teach an in-service course will include a specific amount of time to be credited for pay.

Determination of rates of pay, clock hours for in-service credit, pay in lieu of in-service are matters for negotiation and the Governing Board will operate within the limits negotiated by the District and the MMTA.

#### **ARTICLE XIX SCOPE AND DURATION OF AGREEMENT**

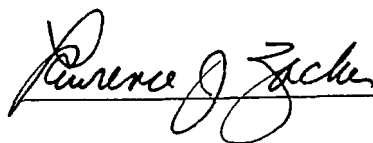
- 19.A. The parties recognize that this agreement has been entered into pursuant to the "Public Employees Fair Employment Act." If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed invalid and the parties shall attempt to revise the provision to the extent permitted by law; other provisions and applications will continue in full force and effect.

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

19.C. This agreement constitutes School District policy for the term of said agreement, and the District and Association will carry out the commitments contained herein.

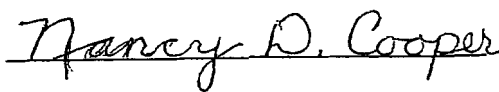
19.D. This agreement is for the period covering July 1, 2002 through June 30, 2006.

FOR THE DISTRICT:

\_\_\_\_\_

DATE: 2-25-05

FOR THE ASSOCIATION:

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DATE: 2-25-05

**Appendix A**  
**Mount Markham Central School**  
**Instructional Salary Schedule**

STEP	<u>Schedule</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
1	A	28,548	28,890	29,410	30,014
2	B	29,404	29,757	30,293	30,914
3	C	30,286	30,650	31,202	31,841
4	D	31,195	31,569	32,138	32,796
5	E	32,131	32,516	33,102	33,780
6	F	33,095	33,492	34,095	34,794
7	G	34,088	34,497	35,118	35,838
8	H	35,110	35,532	36,171	36,913
9	I	36,164	36,598	37,256	38,020
10	J	37,249	37,695	38,374	39,161
11	K	38,366	38,826	39,525	40,335
12	L	39,517	39,991	40,711	41,546
13	M	40,702	41,191	41,932	42,792
14	N	41,924	42,427	43,190	44,076
15	O	43,181	43,699	44,486	45,398
16	P	44,477	45,010	45,821	46,760
17	Q	45,589	46,136	46,966	47,929
18	R	46,728	47,289	48,140	49,127
19	S	47,896	48,471	49,344	50,355
20	T	49,094	49,683	50,577	51,614
21	U	50,321	50,925	51,842	52,905
22	V	51,579	52,198	53,138	54,227
23	W	52,869	53,503	54,466	55,583
24	X	54,190	54,841	55,828	56,972
25	X1	55,253	55,916	56,922	58,089
26	Y	56,633	57,313	58,344	59,540
27	Z	58,045	58,741	59,799	61,025
28	Z1	59,499	60,213	61,297	62,553
29	OS	62,172	62,918	64,051	65,364
OFF		1,030	1,060	1,200	1,230

\*The off step adjustment shall be applied only to those employees who were off step (on step 29) during the previous year. The off step adjustment shall be paid only in the year listed and is added to that year's step 29 salary. The off step adjustment is not cumulative and shall not be paid in successive years.



## APPENDIX B

### CO-CURRICULAR ACTIVITY PAY SCALE

#### Co-Curricular Activity Matrix

hrs.	A 0-50 hrs.	B 51-100 hrs.	C 101-150 hrs.	D 151-200 hrs.	E 201+
Category 1	2002-2003 498 2003-2004 517 2004-2005 539 2005-2006 562 Ski Club Asst. Math Counts - MS	2002-2003 674 2003-2004 700 2004-2005 730 2005-2006 761 Yearbook – MS Skiing – MS Skiing – HS Drama Club- MS Team Leader	2002-2003 818 2003-2004 848 2004-2005 884 2005-2006 922 Press Club - MS	2002-2003 961 2003-2004 997 2004-2005 1039 2005-2006 1084	2002-2003 1251 2003-2004 1298 2004-2005 1353 2005-2006 1411
Category 2	2002-2003 674 2003-2004 700 2004-2005 730 2005-2006 761 Library Club Varsity Club Freshman Adv. Sophomore Adv. Photography Club HS Quiz Team	2002-2003 818 2003-2004 848 2004-2005 885 2005-2006 922 Sr. Adv. Asst. NJHS – MS NHS – HS Asst. Junior Adv. Asst.	2002-2003 961 2003-2004 997 2004-2005 1039 2005-2006 1084 French IV Club Jr. Class Adv. Sr. Class Adv. GAA AV Club – HS Student Council-MS FCCLA – MS NHS Adv. – HS Athletics – HS Newspaper – HS	2002-2003 1251 2003-2004 1298 2004-2005 1353 2005-2006 1411 Pegasus Student Council Asst. – HS Drama Club-HS	2002-2003 1634 2003-2004 1695 2004-2005 1768 2005-2006 1843 Student Council Advisor-HS SADD FCCLA – HS
Category 3	2002-2003 818 2003-2004 848 2004-2005 884 2005-2006 922	2002-2003 961 2003-2004 997 2004-2005 1039 2005-2006 1084 Math Olympiad-MS	2002-2003 1251 2003-2004 1298 2004-2005 1353 2005-2006 1411 Stage Band-Jazz Show Choir	2002-2003 1634 2003-2004 1695 2004-2005 1767 2005-2006 1842	2002-2003 2019 2003-2004 2095 2004-2005 2184 2005-2006 2277 Yearbook Musical (2 ½ ) Senior Play

#### Category 1

1. Advisor only
2. Small groups of students
3. Hours range 25-150/yr.
4. Usually seasonal

#### Category 2

1. Advisory/some teaching
2. Size could be entire class
3. Fund raising usually involved
4. Hours range 25-200+/yr.
5. Usually year long

#### Category 3

1. Teaching and advisory
2. Size will vary
3. Fund raising involved
4. Hours range 51-200+/yr.
5. Seasonal or year long

Co-curricular activities are placed on a matrix with three (3) categories of responsibility and five columns of hours according to time spent. It is understood that every effort will be made to correct pay inequalities in co-curricular activities depending on the change in time and/or responsibilities.



# **APPENDIX C COACHING SALARIES**

**A**

Step	02-03	03-04	04-05	05-06
1	2,861	2,868	2,888	2,908
2	2,962	2,969	2,990	3,011
3	3,065	3,073	3,095	3,117
4	3,173	3,180	3,203	3,226
5	3,284	3,291	3,315	3,339
6	3,398	3,407	3,431	3,456
7	3,517	3,526	3,551	3,577
8	3,641	3,649	3,676	3,702
9	3,768	3,777	3,804	3,832
10	3,900	3,909	3,938	3,966

**B**

Step	02-03	03-04	04-05	05-06
1	2,454	2,459	2,477	2494
2	2,540	2,546	2,564	2582
3	2,628	2,635	2,654	2673
4	2,720	2,727	2,747	2767
5	2,816	2,822	2,843	2864
6	2,914	2,921	2,942	2964
7	3,016	3,024	3,045	3067
8	3,122	3,129	3,152	3175
9	3,231	3,239	3,262	3286
10	3,344	3,352	3,377	3401

**C**

Step	02-03	03-04	04-05	05-06
1	1,902	1,906	1,919	1,933
2	1,968	1,973	1,987	2,001
3	2,037	2,042	2,057	2,071
4	2,108	2,114	2,129	2,144
5	2,182	2,188	2,203	2,219
6	2,259	2,264	2,281	2,297
7	2,338	2,343	2,360	2,377
8	2,420	2,425	2,443	2,461
9	2,504	2,510	2,528	2,547
10	2,592	2,598	2,617	2,636

**D**

Step	02-03	03-04	04-05	05-06
1	1,359	1,362	1,372	1381
2	1,407	1,410	1,420	1430
3	1,456	1,459	1,470	1480
4	1,507	1,511	1,521	1533
5	1,560	1,563	1,575	1586
6	1,614	1,618	1,630	1642
7	1,671	1,675	1,687	1699
8	1,729	1,733	1,746	1759
9	1,790	1,794	1,807	1820
10	1,852	1,857	1,870	1884





## **Coaching Levels**

The following distribution of sports teams into four levels is based on two factors: time and responsibility. It is understood that every effort will be made to correct pay inequities in coaching depending on the change in time and/or responsibility due to program adjustments.

### **Level A**

Varsity Football  
Varsity Soccer (Boys and Girls)  
Varsity Field Hockey  
Varsity Basketball (Boys and Girls)  
Varsity Volleyball (Girls)  
Varsity Wrestling  
Athletic Director  
Speech and Debate

### **Level C**

Varsity Golf (Co-Ed)  
Modified Football  
Junior Varsity Volleyball (Boys)

### **Level B**

Varsity Baseball  
Varsity Softball  
Varsity Track (Boys & Girls)  
Varsity Tennis (Co-Ed)  
Varsity Volleyball (Boys)  
Junior Varsity Basketball (Boys & Girls)  
Junior Varsity Wrestling  
Junior Varsity Football  
Junior Varsity Soccer (Boys & Girls)  
Cheerleading (Fall & Winter)  
Assistant Varsity Football  
Varsity Cross Country (Co-Ed)  
Junior Varsity Volleyball (Girls)  
Colorguard

### **Level D**

7<sup>th</sup> Grade Basketball (Boys and Girls)  
8<sup>th</sup> Grade Basketball (Boys and Girls)  
7<sup>th</sup> Grade Volleyball (Girls)  
8<sup>th</sup> Grade Volleyball (Girls)  
7<sup>th</sup> & 8<sup>th</sup> Grade Cross Country  
7<sup>th</sup> & 8<sup>th</sup> Grade Wrestling  
Modified Soccer (Boys and Girls)  
Modified Baseball  
Modified Softball  
Modified Track (Co-Ed)  
Modified Field Hockey  
Assistant Speech and Debate



## **APPENDIX D MASTERS PAY**

The following will be used as a guide for payment of Masters for teachers hired for 1998-1999 and thereafter.

### **Teacher A**

#### **No Masters**

Upon completion of the Masters Degree and if upon receipt of proof the teacher has now completed a Masters the following will hold true:

1 <sup>st</sup> Year	\$600 stipend	Balance of \$4000 less \$600
0-2 Years		\$3400 at end of 2 <sup>nd</sup> year
2 <sup>nd</sup> Year	\$4000	End of 2 <sup>nd</sup> year
3 <sup>rd</sup> Year & Longer	\$4000	Upon proof of completion

### **Teacher B**

#### **Masters**

Option of \$600 at the end of 1<sup>st</sup> year and balance at end of 2<sup>nd</sup> year (\$3400) upon granting of tenure or balance \$4000 at end of 2<sup>nd</sup> year.

Option of \$600 at the end of the 1<sup>st</sup> and 2<sup>nd</sup> years and the balance at the end of the 3<sup>rd</sup> year (\$2,800) upon granting of tenure or the balance of \$4,000 at the end of the 3<sup>rd</sup> year.



# **HANDBOOK OF SIDE AGREEMENTS**



**Mount Markham Central School  
Annual Professional Performance Review  
Policy Draft – Revised 3/88**

**I. Regulations Regarding the Annual Professional Performance Review**

The governing body of each school district and board of cooperative educational services shall ensure that the performance of all professional personnel, except evening schoolteachers of non-academic avocational subjects, will be reviewed annually.

The Superintendent, in consultation with teachers, administrators and other school service professionals selected by the Superintendent with the advice of their respective peers, shall develop formal procedures for the review of the performance of all such personnel in the district. Such procedures shall be approved by the governing body of the district, filed in the district office and be made available for review by any individual no later than August 1<sup>st</sup> of each year. Formal procedures for the review of the performance of all such personnel shall include:

- A. Criteria by which all such personnel shall be reviewed and a description of the review procedures;
- B. A description of review activities, including:
  - 1. The minimum number of observations;
  - 2. The frequency of observations; and
  - 3. Provision for a follow-up meeting for the reviewer to commend strengths of performance and discuss the need for improvement, if necessary, with the staff person being reviewed.
- C. Methods used to record review results; and
- D. Procedures used to:
  - 1. Ensure that all such personnel are acquainted with the performance review procedures; and
  - 2. Ensure that each individual who is reviewed in accordance with the provisions of these regulations has the opportunity to provide written comment on his or her performance review.

**II. Philosophy of Teacher Evaluation**

Evaluation is a cooperative, continuous and constructive process, which develops a clear understanding of expectations between the teacher and school administrator. The evaluation process increases the overall effectiveness of the teacher, the staff and the Mount Markham Central School District. Evaluation provides an opportunity to reinforce strengths and remediate weaknesses. It encourages self-evaluation and self-motivated improvement in the quality of instruction.



To achieve the purpose of evaluation, a sense of trust is necessary. On the part of the supervisor, trust develops from a belief in the teacher's willingness to pursue professional excellence, and the supervisor's capacity to provide specific feedback within an educational productive framework.

The quality, therefore, of the supervisor relationship hinges primarily on one factor, feedback on the teacher's willingness to seek actively its implications and on the supervisor's ability both to reflect effectively the teacher's performance and to communicate that vision to the teacher.

Regarded in this way, the task of supervision demands an enormous repertoire of skills. Recognizing the necessity of constantly improving these skills, the administration agrees to support objectives and projects designed to enhance the quality of the supervisory relationship. Among these will be continuing commitment to train teachers, principals, and supervisors in area of evaluation and communication skills.

### III. **Purpose of the Teacher Evaluation Program**

The purpose of teacher evaluation shall always be to provide improved instruction for the student through:

- A. Encouraging self-evaluation.
- B. Promoting continual individual professional growth.
- C. Documenting individual progress and levels of competence.
- D. Improving the instructional performance of the individual, staff and district.
- E. Contributing to the development and maintenance of a positive learning environment in the district.

### IV. **Orientation**

All new teaching employees shall receive an orientation to the Annual Professional Performance Review process prior to the first day of classes. The orientation will be conducted by the Superintendent or building principal. A copy of the Annual Professional Performance Review policy document for the current school year shall be placed in the Teacher Handbook in each building.

### V. **Activities Comprising the Annual Review**

The activities and procedures comprising the Annual Performance Review shall be as contained in Article VIII of the negotiated agreement.

## **VI. The Annual Review**

The Annual Review of probationary teachers may be a separate written statement, or as a part of the second written classroom observation report. For tenured teachers, these data may be included as a part of the annual evaluation.

## **VII. Levels of Performance**

The process is continuous. Every teacher is expected to demonstrate continued professional growth throughout his/her professional career.

The development of a professional teacher is a continual process. This process of development is not smooth. It moves ahead in jumps, sprints, delays and occasionally regressions because of a variety of real life human factors such as attitudes, beliefs, health, family situations, support and energy. In general, a developing teacher should be evaluated in a supportive manner. Only when a teacher shows serious deviation from expected development does the need for more intensive evaluation arise.

Each evaluation shall acknowledge the strengths of the teacher evaluated, as well as deficiencies, if any, and shall note all data used to support the conclusions of the evaluator. The evaluator shall take into consideration and note in writing any circumstances that may adversely affect a teacher's performance, such as class size, special learning disabilities of a student, or physical facilities. If the evaluator indicates that the teacher's performance needs improvement, he/she will indicate positive, reasonable suggestions for the teacher to accomplish the suggested improvement.

A problem that arises from this approach is the determination of a method or manner to let a teacher who is having a serious problem know that it is of major concern to the administration as opposed to general suggestions to a teacher whose performance is well within the normal range of growth. The administrator must notify the teacher if the problem is serious through the procedures outlined below.

### **A. Helping Teachers in Need**

1. Any teacher who is having performance problems may request to be or be designated by his/her administrator to participate in a special help program.

A teacher may be so designated by the administrator if he/she has failed to rectify, within a reasonable period of time, significant performance problems specified in observation report provided such problems have been dealt with as described in Article VIII E.

2. Notification that a teacher or teacher's is/are designated for such special help shall be made to the Superintendent and the President of the Association.
3. A teacher so designated may become involved in any of the following as mutually agreed upon with the supervising administrator.

- a. Teacher Center – Programs for Instructional Improvement

- b. Clinical supervision on a collegial basis (This is totally separate from the voluntary Teacher to Teacher program).
  - c. Team teaching with an experienced teacher.
  - d. Submission of daily lesson plans to the unit administrator.
  - e. Daily or weekly conferences with the unit administrator.
  - f. Intensified evaluation.
  - g. Voluntary professional counseling.
  - h. Visitation, conference and/or workshop attendance approved and paid for by the district.
  - i. Process of individualized goal setting and evaluation.
4. A teacher may challenge such designation under the provisions of Article VII.
5. In the case option 3b or 3 c above are used, the following will prevail:
- a. The helping teacher will be freed of one teaching period per day to conduct clinical supervision or, in the case of team teaching, will be given an extra planning period in common with the teacher being assisted.
  - b. Staff members shall participate as helping teachers on a strictly voluntary basis and must be acceptable to the teacher(s) being assisted. Refusal to accept anyone from a list of available volunteers shall constitute a refusal to participate in this program and will allow the administrator to proceed in accord with 6a or c below.
  - c. The relationship between the helping teacher and the teacher being assisted shall be confidential. Any written comments by the helping teacher shall be given only to the teacher being assisted. The helping teacher will not be requested to provide any report to the administrator except that his/her task is completed and will not be asked to testify in any later proceeding leading to the discipline or dismissal of the teacher being assisted.
  - d. It shall be the responsibility of the administrator to determine the efficiency of the remedial program.
6. At the end of the period of remediation for the individual teacher, the administrator shall do one of the following:
- a. Return the teacher to the normal cycle of evaluation with a written notation that the specific problem(s) is solved.

- b. Establish a new period for remediation subject to the same limitations as before.
- c. Take such other actions as may be required subject to the procedures of the Law and/or negotiated contract.

**B. Salary Increment**

In respect to teachers designated as needing special help, the Superintendent may, at his/her discretion, withhold an annual increment in accordance with Article XVI, Section A.4, of the agreement with the Mount Markham Teachers' Association.

**VIII. The Criteria by Which Professional Personnel Shall Be Reviewed**

Upon adoption of this policy, a faculty-administration committee shall be formed and charged with the responsibility of reviewing and making recommendations to the parties for revision of the current criteria by which professional personnel shall be reviewed. The committee shall consist of the Superintendent or his/her designee, the Association President or his/her designee, two administrators chosen by the Superintendent and two classroom teachers chosen by the Association.



## LETTER OF UNDERSTANDING

November 4, 1994

Thomas Dorozynski, President  
Mt. Markham Teachers Association  
Mt. Markham Middle School  
West Winfield, NY 13491

Dear Tom:

The following represents my understanding of our agreement on the issues related to special needs students:

Recognizing the current move by the State of New York toward the least restrictive environment for a special needs student is creating areas of serious concern at the classroom level, the parties agree to establish an Oversight Committee which shall be charged with reviewing the effect of Part 200, as well as Title and Chapter Programs, on the efficiency and quality of instruction in the District. The committee shall be empowered to deal with issues raised by teachers, administrators or parents and shall, when it deems appropriate, make advisory recommendations. The committee shall consist of 6 members, 3 appointed by the Superintendent and 3 by the Association President.

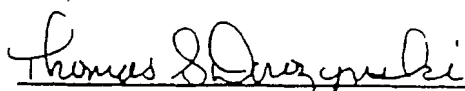
If you concur in this understanding, please sign one copy of this letter and return to me.

Sincerely,



Dick L. Young, Superintendent  
Mt. Markham Central School District

I concur with the above.



Thomas M. Dorozynski, President  
Mt. Markham Teachers Association

March 30, 1995  
Date



## LETTER OF UNDERSTANDING

February 23, 2005

Nancy Cooper, President  
Mt. Markham Teachers Association  
Mt. Markham Middle School  
West Winfield, N.Y. 13491

Dear Nancy:

This letter is to document the conversation that we had relative to the salaries for nurses' as described in the 2002-2006 bargaining agreement between the MMTA and the Superintendent.

Article XVII C.7 refers to nurses' salaries. The language clearly stipulates the application of the additional \$400 salary adjustment. In the event that a successor agreement is not negotiated in a timely manner, the current nurses' salaries for successive years will not be diminished from the established 2005-2006 salaries. Therefore, the salary of each nurse who continues to be employed in 2006-07 will be the same as it was in the 2005-06 until a successor agreement is ratified.

I hope this clarifies and documents our discussion.

Sincerely,



Dr. Lawrence J. Zacher  
Interim Superintendent

/h

I concur with the above:

Nancy Cooper, President  
Nancy Cooper, President  
Mt. Markham Teachers Association

2-24-05  
Date



