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6112\_06302007

Sandy Creek Central School District  
And Sandy Creek Teachers Assn

*Agreement*

*Between the*

*Chief School Administrator*

*of the*

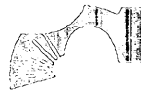
*Sandy Creek Central School*

*and the*

*Sandy Creek  
Teachers Association*

*and*

*Implemented by the Board of Education*



*July 1, 2002 – June 30, 2007*

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## ARTICLE 1

### **PREAMBLE**

#### 1.1 Parties to the Agreement

This is an agreement between the Chief Executive Officer of Sandy Creek Central School, District No. 1 (hereinafter referred to as the "Superintendent") and the Sandy Creek Central School Teachers' Association (hereinafter referred to as the "Association").

#### 1.2 Philosophy

The parties to the Agreement recognize that teaching is a profession and believe the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist.

## ARTICLE 2

### **RECOGNITION**

#### 2.1 Unit Definition

- a. The Superintendent, in order to recognize a teacher organization as exclusive representative of teaching personnel, requires satisfactory evidence that the organization, in fact, represents a majority of such employees. Such evidence shall be in the form of a notarized membership list, or signed designation cards, or dues deduction authorizations.
- b. By virtue of satisfactory evidence submitted by the Association to the Superintendent that the Association does represent the majority of the professional employees in the District, the Superintendent hereby recognizes the Association as the official negotiating agent for all full-time teachers, psychologists, guidance counselors, school nurses, coordinators, regular part-time teachers, and teachers assistants employed by the District.

#### 2.2 Length of Recognition

Pursuant to the provisions of the New York Public Employee's Fair Employment Act, as amended, the Superintendent grants the Association unchallenged representation status in the above described bargaining unit for the maximum period permitted by law.

### ARTICLE 3

#### **RIGHTS OF INDIVIDUALS**

##### 3.1 Right to Join or Not to Join

It is further recognized that teachers have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

##### 3.2 Legal Rights

The legal rights inherent in the rulings and regulations of the Commissioner of Education affecting certificated and licensed personnel are in no way abridged by this Agreement.

### ARTICLE 4

#### **POWERS OF THE BOARD**

##### 4.1 Powers of the Board

The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Sandy Creek Central School System. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.



## ARTICLE 5

### **DUES DEDUCTION**

#### 5.1 Dues Deduction Authorization

I, \_\_\_\_\_, do hereby authorize the Sandy Creek Central School Board to withhold, from my salary or wages, organizational dues as indicated below in the amounts specified and to transmit same to the indicated organization. I hereby release the Sandy Creek Central School Board and its officials from any responsibility concerning the use or application of said dues once they have been transmitted to the designated organization. This authorization must be filed by October 10th to be effective during the school year. This authorization shall terminate upon a signed revocation.

Sandy Creek Teachers' Association  
NYEA  
NEA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payroll dues deduction will be made in equal amounts each pay period and transmitted to the Sandy Creek Teachers' Association for further distribution.

DATE \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Social Security Number)

#### 5.2 Revocation of Dues Deduction

I, \_\_\_\_\_, do hereby revoke authorization given by me to the Sandy Creek Central School Board to deduct from my wages or salary organizational dues of the Sandy Creek Teachers' Association, NYEA, and NEA. The revocation shall take effect five days subsequent to the date of filing with the School Board. This authorization for Revocation of Dues Deduction must be made by October 10th to be effective during the school year.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

## ARTICLE 6

### **SALARY**

#### 6.1 Salary Computations

- Year 2002-2003:     a) The BA Base will be \$33,000  
                          b) Bargaining unit members will receive a 4.0% raise over previous year base salary.
- Year 2003-2004:     a) The BA Base will be \$34,000  
                          b) Bargaining unit members will receive a 4.1% raise over previous year base salary.
- Year 2004-2005:     a) The BA Base will be \$35,000  
                          b) Bargaining unit members will receive a 4.3% raise over previous year base salary.
- Year 2005-2006:     a) The BA Base will be \$36,000  
                          b) Bargaining unit members will receive a 4.3% raise over previous year base salary.
- Year 2006-2007:     a) The BA Base will be \$36,500  
                          b) Bargaining unit members will receive a 4.3% raise over previous year base salary.

The salary for part-time employees will be pro-rated.

New employees starting above the beginning salary shall be compensated at a base rate equal to that of an employee with similar years of prior credit. The District reserves the right to negotiate prior credit at the time of initial appointment.

#### Registered School Nurse Salary Computations

Year 2002-2003:	\$26,520
Year 2003-2004:	\$27,607
Year 2004-2005:	\$28,794
Year 2005-2006:	\$30,032
Year 2006-2007:	\$31,323

#### Certified Teacher Assistant Salary Computations

The Base will be \$14,000.

Bargaining unit members will receive the following raises over base salary:

## ARTICLE 6, Sect. 6.1 (continued)

Year 2002-2003:	4.0%
Year 2003-2004:	4.1%
Year 2004-2005:	4.3%
Year 2005-2006:	4.3%
Year 2006-2007:	4.3%

### Summer Work (excluding Curriculum)

To be reimbursed at the rate of 1/200<sup>th</sup> of negotiated salary per day. Summer work to be at the discretion of the Superintendent.

## 6.2 Graduate Study

- a. Salary credit will be granted upon an individual's application accompanied with transcripts, and submitted according to the following chart:

	<u>Fall</u>	<u>Spring</u>	<u>Summer 1</u>	<u>Summer 2</u>
Approval	April 30	Nov. 30	April 30	April 30
End of Course	Dec. 20	May 15	June 30	Aug. 20
Verified	Jan. 30	July 30	July 30	Nov. 1
Credit to Salary	February	September	September	February

Year 2002-2003:	4.0% over previous year, or \$76.00 per graduate credit hour, (in blocks of three or more if same course). Payment for up to 90 graduate hours beyond a BA Degree
Year 2003-2004:	4.1% over previous year, or \$79.00 per graduate credit hour. (in blocks of three or more if same course). Payment for up to 90 graduate hours beyond a BA Degree
Year 2004-2005:	4.3% over previous year, or \$82.00 per graduate credit hour. (in blocks of three or more if same course). Payment for up to 90 graduate hours beyond a BA Degree
Year 2005-2006:	4.3% over previous year, or \$86.00 per graduate credit hour. (in blocks of three or more if same course). Payment for up to 90 graduate hours beyond a BA Degree
Year 2006-2007:	4.3% over previous year, or \$90.00 per graduate credit hour, (in blocks of three or more if same course). Payment for up to 90 graduate hours beyond a BA Degree

**ARTICLE 6, Sect. 6.2** (continued)

- b. Approval for graduate credit hours will be granted by the Superintendent if:
  - 1. it is an approved college course; or
  - 2. the course is related to the teaching position and of value in improving teaching service to the district.
- c. Local in-service credit will be extended in accordance with payment for graduate hours. Forty-four (44) inservice credit hours are equal to three (3) graduate credit hours.
- d. A résumé of the character and content of the course as given by the college should be presented. Approval to be secured from the Superintendent in writing that the course meets with his approval for increment before taking the course.
- e. Credit for this work will be given on the salary schedule only after the transcripts have been submitted. If a teacher intends to complete his work during the current summer or next school year, he should inform the Superintendent in November or April so that the funds can be provided in the budget. Neglect to comply with this request can lead to the changing of the completion credit date until the next school year due to lack of available funds.
- f. Salary credit for the completion of hours beyond degree will be given in September and February.
- g. The burden of evidence of work completed must be the teacher's responsibility. The Superintendent will act only when the foregoing points are met.
- h. The District will reimburse unit members the cost of newly acquired graduate hours completed after July 1, 1989 at a level of 75% for each credit hour above \$100 up to thirty (30) graduate credit hours in courses beyond provisional certification leading to permanent certification in the area of assignment.

**6.3** Master's Degree - Credits

- a. Additional salary will be paid for a newly acquired Master's Degree not previously computed in an individual's salary as follows:
  - Year 2002-2003: 4.0% over previous year, or \$1,285.
  - Year 2003-2004: 4.1% over previous year, or \$1,338.
  - Year 2004-2005: 4.3% over previous year, or \$1,396.
  - Year 2005-2006: 4.3% over previous year, or \$1,456.
  - Year 2006-2007: 4.3% over previous year, or \$1,518.

ARTICLE 6, Sect. 6.3 (continued)

- b. Upon initial employment, a guidance counselor will receive eighteen percent (18%) above the teacher's level pay and the school psychologist twenty percent (20%) above the teacher's level pay.

6.4 Credit for Previous Experience

- a. Credit for previous teaching experience will be granted at the discretion of the Superintendent. Each case will be taken up separately.

6.5 Extra Curricular Activities

The Sandy Creek Central School District extra curricular programs will be properly organized, administered, and conducted, to provide opportunities for students to promote character development, teach social and recreational skills, and develop leadership qualities. Advisors/Coaches will be selected based on their ability to build upon the above traits.

- a. Co-Curricular

The co-curricular stipends are found in Appendix B.

Advisors will contract for minimum requirements for all stipend positions and provide a claim to the District when the requirements of the activity are fulfilled.

- b. Athletic Coaches

Stipends for athletic coaches are found in Appendix C.

Coaches will contract for minimum requirements for all stipend positions and provide a claim to the District when requirements of the activity are fulfilled.

6.6 Salary Payments and Deductions

- a. Teachers will be paid from September 1 through June 30 every 2 weeks. Pay dates for each year of the Agreement will be distributed the first day of the fall term to all staff represented by the unit. In the event of vacation periods, checks will be mailed or may be obtained at the District Office on pay day.
- b. All payroll deductions will be made every two weeks, except teacher loans and tax sheltered annuity. On months with three pay periods, no deductions will be made for the above on the third pay day.
- c. Teachers who may wish to have money withheld during the school year may do so by making arrangements with the District Clerk of the Board of Education.

**ARTICLE 6, Sect. 6.6** (continued)

- d. The Superintendent will make all necessary deductions for a tax sheltered annuity program.
- e. Teachers covered by this agreement may elect to be paid on a twenty-one (21) or twenty-five (25) pay basis. The pay adjustment for those selecting the twenty-five pay basis will be made on the last day in June. Federal and State taxes and Social Security shall be withheld at the same rate in the June pay as was withheld during the school year.

Such selection must be made during the first week of the School year.

**6.7** Transportation Allowance

School personnel will be reimbursed at the rate of twenty cents (\$.20) per mile when their personal car is used for approved school business. A school vehicle should be used whenever possible.

**ARTICLE 7**

**TEACHER ASSIGNMENTS**

**7.1** Special Duty

It shall be the responsibility of the administration to assign teachers to special duties such as class and/or activity advisors, bus chaperones and building activity supervisors. Teachers assigned to special duties shall be informed of their responsibilities. Special duty assignments shall be scheduled as early as possible in the school year and will also be selected from the building in which the activity is to take place. Equal distribution among faculty members of the special duty assignments shall be considered by the administration in scheduling. Due consideration is to be given to time and work involved in the assignment of this special duty. Voluntary request of assignment on the part of faculty members will be duly noted.

**7.2** Special Appointments

- a. All appointments for co-curricular and athletic coaches shall be made annually. The appointment to a position shall be solely for the school year.
- b. The Superintendent shall notify, in writing, the incumbent of any of the positions specified in 7.2 within thirty (30) days before the start of the school year or thirty (30) days before the start of a sport season, whichever applies, if the District does not choose to reappoint the incumbent.

## ARTICLE 7, Sect. 7.2 (continued)

The incumbent must signify his intentions to the Superintendent for the position within ten (10) school days of the receipt of the Notice of Appointment. In the event that the incumbent fails to notify the Superintendent within the appropriate time limitation, the position shall be deemed vacant.

### 7.3 Chaperones

Chaperones for spectator buses for away basketball games, home basketball games, home wrestling matches, and student dances will be assigned from a list of faculty volunteers. If there are no volunteers, faculty members may be assigned by the high school principal. Preference will be given to those who volunteer and sign up for the entire season.

### 7.4 School Nurse Responsibility

In addition to the regular school term duties, the school nurse will be responsible for: (1) membership in the Handicapped Committee, and (2) summer duties not to exceed six (6) one-half days without additional pay. Additional time will be paid at 1/200 (full day rate) of annual salary.

### 7.5 Probable Assignments

By the end of the Spring term, whenever practicable, all returning teachers shall be notified of their probable assignments for the next school year, including the grades and/or subjects they will teach, and any specific or unusual classes they will have.

Certification will be the first consideration in assigning specific subjects of instruction.

### 7.6 Student Contact Hours

A new bell schedule will be implemented in September, 2002. With this new bell schedule, the Student Contact Time between teacher and student will be increased by approximately twenty-five (25) minutes in both the Middle School and the High School.

## ARTICLE 8

### **SICK LEAVE**

#### 8.1 Rate of Earning and Accumulation

In accordance with Chapter 30 of the Education Law of 1965, teachers will be allowed twelve (12) days of paid absence because of illness each year of employment cumulative to 250 days for the duration of the agreement. Twelve (12) days of absence per school year shall be granted at the beginning of the school year. If the employment begins at any other time than the beginning of the school year, sick leave is to be granted at the rate of one day per month for each remaining month of the school year. Those days are to be granted in total at the beginning of the employment period.

## ARTICLE 8, Sect. 8.2

### 8.2 Physician's Certificate

A physician's certificate of illness may be required at the discretion of the Superintendent. This may apply to minor or major illnesses.

### 8.3 Family Illness or Death

A period of ten (10) days of paid absence, to be deducted from accumulated sick leave, will be allowed in any one year (non-accumulative) for sickness or death in the immediate family; immediate family being father, mother, sister, husband, brother, wife, son, daughter, mother-in-law, father-in-law, grandparents and any other person with the approval of the Superintendent.

### 8.4 Reporting an Illness

An illness (personal, family, or family death) shall be reported to the Superintendent or his representative. Other absences not covered in this policy will result in deduction of pay at the rate of 1/200th of the teacher's salary. Substitutes will be paid by the School District.

### 8.5 Sick Leave Bank

There shall be established a Sick Leave Bank available to all members of the Instructional Employees Bargaining Unit. The intention of this Sick Leave Bank is to protect the members from financial burden due to serious illness or injury. It is not intended to be a solution to the problem of exhaustion of a member's sick days. (Note: For the provisions of this article, "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession).

The bank shall be administered by a committee consisting of two teachers, appointed by the President of the Association, and two administrators, appointed by the Superintendent. This committee shall review and pass upon applications to draw additional sick leave days from the bank that are submitted by the members of the bank. The decisions of this committee shall be final, binding and not subject to the Grievance Procedure set forth in this Agreement. In the event that the committee cannot reach a decision, they shall confer with the Superintendent, who shall cast the decisive vote based on all available information. Members drawing days from the bank shall provide the committee with a doctor's statement on a monthly basis.

Each member of the staff covered by this Agreement shall participate in the Sick Leave Bank. Unit members not electing to participate in the bank prior to July 1, 1986 shall contribute two (2) days of accrued sick leave.

Unit members employed after July 1, 1986 shall contribute two days sick leave during their first year of employment.



## ARTICLE 8, Sect. 8.5 (continued)

In subsequent years of participation, a teacher shall donate those days necessary to maintain the bank above the minimum of one day for each bank member. New participants shall contribute two days initially to join. If, during the school year, the contribution from all other participants would not result in exceeding the maximum of 130 days, each participating teacher shall contribute one day. The number of accumulated days in the Sick Leave Bank shall not exceed 130 days except as a result of contribution made by new participants.

A member will not withdraw days from the Bank until his own accumulated sick leave is depleted. Regardless, at least the first thirty (30) days of serious illness or injury must be covered by the person's own accumulated sick leave or absence without pay.

Concurrently with the submission of a written request for additional sick leave, the teacher shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work, and the date of initial incapacitation. In addition, the member shall supply a written report stating the number of accumulated sick days they have remaining on the date the request is submitted, and the number of additional sick days they are requesting. All sick forms shall be submitted to the Superintendent, who shall, within five (5) school days, call the Committee into session. The Committee shall have the right to request a second medical opinion at the member's expense.

A member shall not be eligible to draw from the bank unless he/she had at least 50% of his/her potential accumulated sick leave available at the time of the occurrence of the illness or injury. This restriction shall not apply to persons who had previously suffered a serious illness or injury, or who used accrued sick leave for child bearing purposes.

A teacher may request any or all of the sixty (60) day maximum offered by the Bank per illness or injury. Necessary additional days up to a total combined request of sixty (60) days may be requested when the original request is for less than the full amount. An employee may again draw days from the Bank for a different illness or injury.

Persons retiring from the District or leaving the system must leave contributed days in the Bank.

### 8.6 Payment for Accumulated Sick Days

Upon retirement from the District, a unit member will be reimbursed for accumulated sick days at the rate of \$36.00 per day for 2002-2007 if the retirement notice is given April first of the school year preceding retirement.

## ARTICLE 9

### **PERSONAL LEAVE**

#### 9.1 Allowable Days and Usage

Effective July 1, 1994, three (3) personal leave days will be allowed each teacher per year. (This leave is not to be deducted from normal sick leave, but shall be added to accumulated sick leave if not utilized).

#### 9.2 Requests

Personal leave requests will be submitted to the Unit Principal for approval. Non-reimbursable personal leave will be at the discretion of the Superintendent.

#### 9.3 Invalid Uses of Personal Leave

- a. Extension of a vacation period
- b. Working for another employer

#### 9.4 Investigation

The administration reserves the right to pursue investigation of days taken for personal leave.

#### 9.5 Advance Notification

Except for an emergency, requests for Personal Leave days shall be made at least 24 hours in advance of the day requested.

#### 9.6 Request Form

Teachers requesting a personal day will complete a Personal Day Request Form prior to the date of personal day requested. Such request will be made as much in advance as possible.

## ARTICLE 10

### **SABBATICAL LEAVE**

The School District and the Teachers' Association agree that an appropriately conducted sabbatical leave enhances both the students' learning and teachers' professional development. To that end, the District and the Teachers' Association encourage the submission of applications for sabbatical leave. The District agrees to review completed applications with an appreciation of the value of sabbaticals for the teacher and the District.

#### 10.1 Local Service Requirement

- a. Service: After each seven (7) consecutive years of satisfactory service in Sandy Creek Central School District, a member of the professional staff in said district may make application for Sabbatical Leave.
- b. Academic and Program: Academic-Applclicant must possess at least a Master's Degree or 30 graduate hours in the field in which the work is to be done or an allied field with discretion of the Superintendent giving consideration to comparable efficiency. Specific objectives which are sought through further study shall be part of the application.
- c. Project or Program: Proposed work must be done in the individual's selected field of instruction which will help the individual in his service in that field of service to the school district. Specific objectives which are sought through a project or program shall be part of the application.
- d. Projects or program under the auspices of a recognized, bona fide foundation or organization could be eligible for consideration by the Board under Academic.
- e. Decision as to suitability of projects and programs to be sponsored rests solely with the area principal and the Superintendent and shall be on the basis of consultation with the individual concerned, the institution, if any, where the work is to be done and other qualified persons in the proper field.

#### 10.2 Number of Staff Members on Leave

Leave in any given school year will be based on two (2) percent of the total staff of professional personnel in that year.

#### 10.3 Length of Leave

Sabbatical leave will be granted for one year compensated at the rate of one-half annual salary.

## ARTICLE 10 (continued)

### 10.4 Prior Notice

A candidate must file an application for leave by January 15th of the year the leave is to become effective. Granting of Sabbatical Leave will be determined by the Board of Education not later than April 1st.

### 10.5 Criteria for Selection

- a. Outstanding contribution to the school system of the applicant.
- b. Benefit of the leave to the teacher and the District.
- c. Availability of qualified substitute.
- d. No previous sabbatical or professional staff leave.
- e. Seniority of service.
- f. Purpose.

### 10.6 Guarantee of Future Service

Two years upon completion of Sabbatical Leave.

In the event the teacher voluntarily leaves the school system before the two years' period, he/she shall repay the proportionate part of the leave of absence salary as it applies to the unexpired part of service. Plan of repayment may be granted at the discretion of the Superintendent wherein the teacher may be faced with serious illness or other special situation.

### 10.7 Selection

The final decision will rest with the administration and Board of Education.

## ARTICLE 11

### **UNPAID LEAVES**

#### **11.1 Professional Leave**

- a. The Board of Education may, within its discretion, grant a professional staff leave of absence for one year without pay to a faculty member who has received tenure. A newly tenured teacher may be granted leave after the completion of at least one year of tenured teacher service.
- b. Applications for leave must be submitted by March 1 of the year the leave is to become effective. Consideration given to applications filed after the deadline date because of emergency or special case (illness of individual or family) will be at the discretion of the Superintendent.
- c. One staff member per year may receive a leave of absence and notification of the granted leave will be made by April (if possible). The Board may, within its discretion, exceed the number of staff to receive leave in an exceptional case; i.e., husband and wife if leave is granted to one.

The final determining factor of granting leave is the availability of a qualified substitute. The duration of the leave will not exceed one full school year (September 1 - June 30).

- d. The recipient of the leave shall return to teaching service in this district for at least one year following the leave period. Upon return to teaching, the teacher will be placed on the next salary step of the salary schedule; i.e., if a person was on Step 6 of the schedule when granted leave, placement will be Step 7 upon return.
- e. Some of the criteria used in determining a leave of absence may be:
  - (1) Outstanding contribution to the school district.
  - (2) Benefit of leave to teacher (i.e., travel, study, illness).
  - (3) Availability of qualified substitute.
  - (4) No previous sabbatical or leave of absence.

#### **11.2 Child Bearing and/or Child Rearing Leave**

- a. A leave of absence shall be granted, upon request, for child bearing and/or child rearing for a period not to exceed two years. This leave may be used for adoption purposes.
- b. A pregnant teacher shall notify the Superintendent, in writing, as soon as practicable after her pregnancy has been definitely determined by her physician.

**ARTICLE 11, Sect. 11.2 (continued)**

- c. The leave shall begin at a time determined by the teacher and her physician, in consultation with the Superintendent.
- d. The teacher's letter of request for a Child Bearing and/or Child Rearing Leave shall state the dates as to when the leave is to commence and when it is to terminate.
  - (1) Return to duty shall conform to the beginning of a school term; i.e., September or February.
  - (2) However, the teacher may return to work at an earlier date if the reason, in judgment of the Superintendent, is acceptable.
- e. A teacher, upon return, will advance to next salary level if at least five months of teaching were completed during the school year in which leave began. If less than five months of teaching within a school year, the salary will not increase for that year.

A person returning from leave shall receive the same salary as others on staff with equal years service computed in the same manner as hiring a person of equal years of credited experience. Credit hours and advanced degrees shall be included in the final salary computations. The probationary period is suspended at the beginning of leave and resumes when the teacher returns to duty.
- f. A teacher may use accumulative sick leave in addition to child bearing and/or child rearing leave for the period of time the individual is unable to perform their regular duties. Use of sick leave shall be subject to all requirements under Article 8.
- g. Salaries for unit members taking unpaid leave, or leaving the District will be computed on a pro-rated basis of annual salary for days worked.

**11.3 Military Leave**

- a. Under Military Law (pm 243) all employees of school districts (whether serving on probation, on tenure, or under a contract) are entitled to leaves of absence while engaged in the performance of military duty provided application is made for reinstatement within 90 days after termination of such military duty or any time during terminal leave. Such employees may also be reinstated within one year at the discretion of the Board of Education. Section 243 of the Military Law now defines the terms "Military Duty" to exclude voluntary service in excess of four years performed after July 1, 1966 or the total of any voluntary service, additional or otherwise, in excess of four years performed after that date, except where such voluntary service is performed during a period of war or national emergency declared by the President.
- b. Upon termination of the military service and reinstatement, the teacher is entitled to the same rate of salary and to all other rights and privileges to which he would have been entitled had he been in continuous employment.

**ARTICLE 12**  
**OTHER PAID LEAVES**

**12.1 Special Meetings**

One (1) teacher will be granted leave with pay during regular day hours for attendance only for the following:

- a. NYEA Delegate Assembly (one teacher only - not to exceed two days).
- b. New York State Teachers' Retirement System Annual Meeting of Delegates and other professional meetings when the teacher is an officer of said professional educational organization or duly elected delegate.

These days are not to be deducted from personal or sick days.

**12.2 Conferences**

Teachers may be excused from their official duties to attend professional conferences provided:

- a. Requests be made in writing and be presented to the area principal not less than two (2) weeks in advance of the conference.
- b. The number of persons to attend any one conference will be determined by the area administrator and/or Superintendent upon consideration of the value of the conference to the local instructional program and the availability of substitute teachers.
- c. Upon request, a written report of the conference shall be submitted to the area administrator with a copy to the Superintendent.

Conference days will not be deducted from sick or personal day leave time.

Expenses of housing, meals and transportation will be reimbursed upon submission of a substantial claim but subject to budget appropriations on an annual basis.

**12.3 Jury Duty**

When a teacher serves on Jury Duty, the Board will pay the difference between the teacher's regular pay and his compensation for Jury Duty.

## ARTICLE 13

### **ACADEMIC AND STAFF COOPERATION**

#### 13.1 Curriculum Changes

Constant curriculum changes are taking place and to effectuate a continuous educational program in this school system, a committee of teachers selected by the administration from the area of curriculum change shall be created. The recommendations of this committee, submitted in writing, shall be carefully considered before changes are implemented.

#### 13.2 Building Programs

Staff members are to be fully consulted for suggestions and support in any future building construction before final plans are completed.

## ARTICLE 14

### **NOTIFICATION OF VACANCIES**

#### 14.1 Notification

Teachers within the school system will be notified, in writing, when school is in session, of any vacancy that occurs within the system. This notice will include the following:

- a. Any new teaching or administrative position that is created;
- b. Any vacancy that occurs or is anticipated in the present teaching or administrative positions;
- c. Any new extra-curricular position that will be filled; and
- d. Any vacancy that occurs or is anticipated in the present extra-curricular positions.

#### 14.2 Qualifications

Qualifications for any new position or vacancy will be listed on the notification.

#### 14.3 Application

Teachers within the system will have five (5) days after the notice is given to file an application in the District Office.

#### 14.4 Summer Applications

Teachers interested in vacancies that may occur during summer months should notify the Superintendent, in writing, before the close of school in June.



## ARTICLE 15

### **CLASS SIZE**

#### 15.1 Policy

The School District will make all efforts to maintain class size and class loads within the limits of sound educational practice.

Where unusually large classes exist, the Superintendent will focus attention on efforts to relieve those problems. Loads felt to be excessive and reported to Administration will be tracked and recorded in a log by the Superintendent's Secretary. Furthermore, a written explanation will be supplied by the Principal describing the circumstances for the current schedule. The District will, whenever practicable, divide duties evenly within each building and whenever any load is determined to be excessive the District will remedy the situation in the following school year.

## ARTICLE 16

### **TEACHER AIDE**

#### 16.1 Secondary Level

A teacher aide will be provided at the secondary level to assist teachers in clerical duties, grading papers, etc. A committee of five teachers selected by the administration will be selected to meet with the high school administrator to discuss the use of an aide. Scheduling and supervision of the aide will be the responsibility of the administrator. The administrator and teachers who have the assigned aide will make continuous evaluation. The Administration will attempt to assign teacher or teacher substitutes to temporary duty rather than aides for those services normally performed by certified teachers.

#### 16.2 Elementary Level

Teacher aides will be provided at the elementary level to assist teachers with play period supervision, clerical duties, the use and preparation of AV materials, bulletin boards, etc. A committee consisting of representative elementary teachers and the elementary administrator will meet to consider needs and will be responsible for careful selection of aides and for their scheduling and supervision. Continuous evaluation will be made by the committee and teachers using aides. The Administration will attempt to assign teacher or teacher substitutes to temporary duty rather than aides for those services normally performed by certified teachers.

#### 16.3 Financial Parameters

Employment of teacher aides will be at the discretion of the Board of Education based on the financial ability of the District to provide such aides.

**ARTICLE 17**  
**TEACHER EVALUATION**

17.1 Purpose

The School District and the Teachers' Association agree that evaluation is a process of assessing the attainment of objectives, and it may be a means of developing them. Classroom supervision and evaluation fosters the improvement of teaching procedures and methods as well as encourages professional development in attitude and responsibility on the part of the faculty member. Therefore, the School District and the Teachers' Association agree that teacher evaluation is undertaken in order to determine the extent to which the teachers' teaching and the students' learning have succeeded.

17.2 Sandy Creek Annual Professional Performance Review Plan

The criteria that the Sandy Creek Central Schools (SCCS) shall use to evaluate its teachers providing instructional services shall include but not be limited to an evaluation of the following:

- a.) Content knowledge: The teacher shall demonstrate a thorough knowledge of the subject matter area and curriculum.
- b.) Preparation: The teacher shall demonstrate appropriate preparation employing the necessary educational practices to support instruction.
- c.) Instructional delivery: The teacher shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning.
- d.) Classroom management: The teacher shall demonstrate classroom management skills supportive of diverse student learning needs which create an environment conducive to student learning.
- e.) Student development: The teacher shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students.
- f.) Student assessment: The teacher shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning.
- g.) Collaboration: The teacher shall demonstrate that he or she develops effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning needs of students.
- h.) Reflective and responsive practice: The teacher shall demonstrate that practice is review, effectively assessed and appropriate adjustments are made on a continuing basis.

## ARTICLE 17, Sect. 17.2 (continued)

The assessment approaches that the SCCS will employ to assess teachers' performance, which may include but is not limited to the following:

classroom observation, self review, peer review and portfolio review, or other assessments as identified by SCCS.

Each untenured teacher will receive at least two classroom observations during the school year by a SCCS administrator. Tenured teachers will receive at least one classroom observation during the school year by a SCCS administrator. Each observation will include a pre-conference, prior to the classroom observation and a post conference, after the observation. All written observation material will be shared with the teacher.

Any teacher being evaluated may file a written statement after the observation, conference and/or evaluation. This statement will be placed in the teacher's professional folder, and must be filed within one week of his/her written observation or the date on which the conference is held.

The classroom observation form will be the document agreed on by the SCCS and the Sandy Creek Teachers Association (SCTA) during contract negotiations (see Appendix E).

For the teachers possessing a transitional or initial certificate, the plan will require the teacher to be evaluated based on portfolio review, which may include but is not limited to: a sample lesson plan, a sample of student work, student assessment instruments and the teacher's reflection on his or her classroom performance.

The SCCS teacher improvement plan will describe how the school district addresses the performance of teachers whose performance is evaluated as unsatisfactory, and shall require the development of a teacher improvement plan for teachers so evaluated, which shall be developed by the district in consultation with each teacher. This plan will state the unsatisfactory performance that the teacher has exhibited and the procedure for reevaluation along with the time developed to correct these unsatisfactory areas.

The SCCS APPR plan will provide administrators with training by BOCES, or another outside source, in good practice for the conducting of performance evaluations to administrators who perform such evaluations.

The SCCS shall report, on an annual basis, information related to the school district's efforts to address the performance of teachers whose performance is evaluated as unsatisfactory, including information related to the implementation of teacher improvement plans for teachers so evaluated.

### 17.3 Probationary Teachers

If a teacher will not be rehired for the next school year, the Superintendent will make a reasonable effort to notify the teacher of its decision as early as practicable. In no case, however, will this notification come later than the time prescribed by statute.

## ARTICLE 17 (continued)

### 17.4 Just Cause

No member of this bargaining unit will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action shall be subject to the grievance procedure set forth in this agreement. (This clause shall not apply to persons occupying positions specified in Appendix B). In accordance with established law, this clause shall not apply to a Board decision not to grant tenure.

## ARTICLE 18

### COORDINATOR/TEACHER ON SPECIAL ASSIGNMENT

Any bargaining unit member who, on the basis of his/her special knowledge and abilities, is selected to serve the District on a district-wide basis in a capacity other than classroom instruction and/or the furnishing of direct student services shall be designated a teacher on special assignment when appointed to such position by the Board.

The bargaining unit member selected for the special assignment will have the right to return to the same position which he/she left to assume the responsibilities of a teacher on special assignment.

If the teacher on special assignment wishes to return to the teaching position, he/she must wait until a position is available. If the District wishes to have the coordinator return to his teaching position, a position will be made available.

In either instance the teacher will return with tenure and seniority.

(See new Appendix D)

### 18.1 Areas of Appointment

A Coordinator will be designated in each of the following areas: Gifted and Talented; Physical Education, Health and Athletics; Testing; Computer Instruction; Special Education; Technology Curriculum; and Department Level (English, Math, Science, and Social Studies).

### 18.2 Duties of Coordinator

Job descriptions and subsequent revisions will be developed between the Coordinator and the Superintendent, subject to review by the Association.

A Study Team consisting of elementary teachers, secondary teachers and the Administration will be formed to assist the Superintendent in the function and implementation of the services performed by coordinators and to identify other areas needing coordination by the regular staff and the Administration.

## ARTICLE 18 (continued)

### 18.3 Teaching Load

Coordinators will be limited to a load of no more than six (6) classes and receive at least two (2) periods per week to be used to carry on curricular duties, except the coordinator for Physical Education, Health & Athletics who will be limited to a teaching load of no more than an average of four (4) classes per day.

### 18.4 Qualifications

When making appointments, consideration will be given to the following:

- a. Educational Preparation
- b. Teaching Experience
- c. Seniority in the school system.

### 18.5 Applications

Unit members interested in applying for the position of Coordinator may make application through the Superintendent's office.

### 18.6 Duration of Appointment

Each position will be for a year term, and employment beyond 10 months is discretionary.

### 18.7 Compensation

- a. The stipends for coordinators are found in Appendix D.
- b. Upon the recommendation of a Unit Principal, the Superintendent may determine the need for coordination beyond the instructional day or the instructional year. Teachers participating in this coordination will be paid a per diem rate per hour in accordance with the negotiated rate in Appendix D.
- c. Regular coordinators and unit members working on short-term projects dealing with the coordination of an area, grade or subject may be temporarily relieved of regularly assigned duties upon the recommendation of the Unit Principal and the approval of the Superintendent.

## ARTICLE 19

### **GRIEVANCE PROCEDURE**

#### 19.1 Declaration of Purpose

Whereas, the establishment and maintenance of harmonious and cooperative relationship between the Board of Education and its teachers 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 alleged grievances of teachers through procedure under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its teachers 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.

#### 19.2 Definition

- a. A grievance is a claim by a teacher or a group of teachers in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this agreement, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and administration.
- b. The term supervisor shall mean any principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises (except for the chief executive officer).
- c. The Chief Executive Officer if the Superintendent.
- d. Association shall mean Sandy Creek Central School Teachers' Association.
- e. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing grievance.
- f. Grievance Committee is the committee created and constituted by the Sandy Creek Central School Teachers' Association.
- g. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage in grievance hereunder.

## ARTICLE 19 (continued)

### 19.3 Procedures

- a. Written grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the 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 the said events or conditions, if known to the aggrieved party and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. Except for informal decisions at Stage 1A, all decisions beyond this step (1A), shall be rendered in writing, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted in writing to the teacher and the Association.
- c. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association according to the established order.
- d. The Superintendent and the Association agrees to facilitate any investigation which may be required and to make available to the appropriate hearing officer, all information pertinent to the alleged grievance.
- e. Except as otherwise provided in Section 19.5 (a) (1) & (2), an aggrieved party shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his 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.
- f. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by any party to the grievance procedure.
- g. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations and other necessary documents will be jointly developed by the Superintendent and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- h. If any provision of the grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

## ARTICLE 19, Sect. 19.3 (continued)

- i. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, or communications, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee and the Superintendent, but shall not be deemed a public record.

### 19.4 Time Limits

- a. The time limits specified for either party may be extended only by mutual agreement.
- b. A written grievance will be deemed waived unless forwarded at the first available stage within sixty (60) days after the teacher knew or should have known of the act or conditions on which the grievance is based.
- c. If a decision at one stage is not appealed to the next stage or the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- d. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- e. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

### 19.5 Stages of the Grievance Procedure

- a. Stage 1: Supervisor
  - (1) A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party and/or his/her representative present.
  - (2) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) school days after the written grievance is presented to him, the supervisor will, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher, his representative and the Association.



ARTICLE 19, Sect. 19.5 (continued)

b. Stage 2: Chief Executive Officer

- (1) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.
- (2) If the Grievance Committee (see Section 5, IC) determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within twenty (20) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- (3) Within a reasonable period of time, not to exceed ten (10) school days, after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties of interest.
- (4) The Chief Executive Officer shall render a decision in writing, to the teacher, the Grievance Committee and its representative within five (5) school days after the conclusion of the hearing.

c. Stage 3: Board Stage

If the grievance remains unresolved after the Stage 2 decision, the Association may appeal the grievance in writing to the Board within ten (10) school days after the Stage 2 decision. Either party shall have the right to present its position to the Board in executive session within ten (10) school days of the date the appeal is filed with this Board. The Board shall render its decision within fifteen (15) school days of the date the appeal was filed with the Board.

d. Stage 4: Arbitration

- (1) If the grievance remains unresolved after the Stage 3 decision, the Association may submit the grievance in writing to the American Arbitration Association (copy to the Superintendent) for arbitration of the grievance in accordance with its Voluntary Labor Arbitration Rules.
- (2) The arbitrator shall have the power to interpret any provision of this agreement, but shall have no power to add to, subtract from, or change, any of the provisions of this agreement; nor to render any decision which conflicts with a law; nor to imply any obligation which is not set forth in this agreement.
- (3) The decision of the arbitrator shall be final and binding upon all parties.
- (4) The fees and expenses for the service of the arbitrator will be borne equally by the parties.

## ARTICLE 20

### **PROFESSIONAL RESPONSIBILITY**

#### 20.1 Duties of a Teacher

The Superintendent of the Sandy Creek Central School District and Sandy Creek Teachers' Association desirous of maintaining continuous improvement of the quality of education and service to the students of the Sandy Creek Central School District re-affirm the following:

- a. That teachers observe all general policies and help to interpret and apply the Board and administrative policies to pupils.
- b. That teachers be prompt, maintain discipline and report infractions of rules and standards. A teacher imposing corporal punishment on any student will orally report each such incident to the building principal involved before the close of the school day in which the incident occurs. The building principal or immediate supervisor, as the case may be, may require a written report of any such incident.
- c. That teachers participate in recruitment of new teachers.
- d.
  - 1.) That teachers help plan and carry out orientation programs for new teachers.
  - 2.) Parties will form a joint teacher/mentor/intern committee with equal representation from the District, chosen by the Administration and from the Association, chosen by the Teachers' Association that will develop a pilot program to assist in the professional development of new teachers. The District will formally recognize and appreciate all of those volunteer mentors. The pilot program will be vertically and horizontally designed with staff and administration input.
- e. That teachers assist and help organized inservice programs for local staff.
- f. That teachers schedule time for individual student conferences.
- g. That teachers hold after-school conferences with parents.
- h. That teachers prepare home study assignments and materials.
- i. That teachers advise and supervise student clubs or groups seeking extra work or progress in a subject area.
- j. That teachers conduct themselves and appear to the public as responsible citizens promoting the dignity and demands of the teaching profession. The influence of teachers on the attitudes of young citizens is recognized as being inherent with the profession and should be considered whenever the teacher is representing the interests of the District.

ARTICLE 20, Sect. 20.1 (continued)

- k. Teachers are responsible to discharge their teaching assignments with professional proficiency and, to make this end, to plan adequately and make conscientious efforts to meet these responsibilities.
- l. Teachers have a professional responsibility to continue to reinforce, supplement, and generally keep abreast of pertinent materials and information that pertains to their curricular areas.

ARTICLE 21

**LOCAL TRAINING PROGRAM**

21.1 Inservice Programs

- a. All teachers should attend inservice programs which provide informational techniques to be used in general development of curriculum and instruction.
- b. Salary adjustment will be made in accordance with credit provisions of the salary schedule.

21.2 Local Workshops

- a. Purpose

Workshop time during the school day will be allotted at established intervals throughout the school year in an effort to improve the overall educational program in the entire school system. Items covered at these meetings will be determined by a joint consensus of both administration and teaching staff and will be on the basis of needs that arise in the areas of curriculum, policy of the school, educational innovations and trends, etc.

## ARTICLE 22

### **SCHOOL CALENDAR**

#### 22.1 Staff Calendar

The planned instructional calendar for students shall be at least 180 days to include 180 student attendance days between September 1 and June 30. Five (5) planned emergency closing days will be added to the instructional calendar, plus one teacher orientation day.

Teachers shall have a thirty-minute, duty-free lunch period per day.

#### 22.2 Calendar Adjustments

If, by March 31, or thereafter, there are any unused emergency days, the following formula will be used:

If there is      1 Emergency Day left      then, the calendar will remain unchanged.

If there are      2 Emergency Days left      then, 1 professional development day will be added to the calendar.

If there are      3 Emergency Days left      then, 1 professional development day will be added to the calendar and  
1 vacation day will be added (Memorial Day unless otherwise agreed upon by both parties)

If there are      4 Emergency Days left      then, 2 professional development days will be added to the calendar and  
1 vacation day will be added (Memorial Day unless otherwise agreed upon by both parties)

If there are      5 Emergency Days left      then, 2 professional development days will be added to the calendar and  
1 vacation day will be added (Memorial Day unless otherwise agreed upon by both parties)  
and 1 day will be at the discretion of the Superintendent.

## ARTICLE 23

### INSURANCE AND EMPLOYEE ASSISTANCE

#### 23.1 Health Insurance

- a. For employees enrolled in the health insurance plan, they agree to pay the following premium costs: Employees with a prescription drug card will contribute \$5.00 for brand name and \$2.50 for generic prescriptions.

	<u>2002-2007*</u>
Individual	7%
2 Person/Family	14%

- \* The above stated premium costs will be effective July 1, 2002 through June 30, 2007 with the following exception:

Should future (post 06/29/02) renewal rates for the monthly health insurance premiums be at or fall below the stated 1999-2000 monthly health insurance premium rates for the following coverages of individual \$203.17, 2 person \$452.33, and family \$548.94 thereby providing a substantial savings, the employee cost sharing of monthly health insurance premiums will be reduced to 5% for individual and 10% for 2 person/family coverages for that period of time covered by the renewal rates.

All employees contributions shall be made through a pre-tax flexible spending (IRS §125) plan.

The district will limit one (1) family coverage for either the wife or husband if both are employed within the school district.

- b. If a teacher is on an unpaid leave of absence, he/she may elect to retain coverage under the Health Plan, but he/she will be responsible for the full cost of the insurance.
- c. The administration of the health insurance plan is specified in the contract. The Superintendent or his designee will assist any unit member in the procedure for making a claim and in the procedure for appealing insurance settlements.
- d. The parties will form a joint labor/management insurance committee to explore health insurance carriers/benefit improvements. This committee will be defined as follows:

ARTICLE 23, Sect. 23.1d (continued)

- 5 voting member committee as follows with any additional non-voting members (in the same proportion as voting members) the parties suggest up to a total committee membership limit of 10:
- 2 District Representatives appointed by the Superintendent
- 2 SCTA Representatives appointed by SCTA
- 1 NIS Representative appointed by NIS
- 4/5ths majority vote required for decision making changes
- Health Insurance Committee will make any and all decisions on Health Insurance to begin upon ratification of the contract agreement by both parties.

23.2 Health Insurance Buy-out

All unit employees eligible to enroll in the District's health insurance plans (individual, two person, or family) as of the date this contract is signed and forward may elect to forego stated coverage and shall receive a financial inducement for such withdrawal in accordance with the following terms:

1. If an employee elects to withdraw from the health insurance program and receive the inducement, such withdrawal shall be made on an election form not less than 30 calendar days prior to the effective date of such withdrawal.
2. The financial inducement for withdrawing from the District's health insurance program shall be an annual payment of \$750 for individual plan, \$1,000 for two person plan, and \$1,500 for family plan. These shall be pro-rated on a payroll period basis.
3. Payment of such financial incentive shall be made on a payroll period basis as long as the employee chooses to participate in the District's health insurance buy-out program.
4. An individual who terminates employment prior to the end of the plan year will receive a pro-rated amount based upon the actual amount of time the employee did not have the health insurance coverage.
5. Time spent on an unpaid leave of absence shall be deducted from the period of time worked for the purpose of pro-rating the incentive.
6. If an employee elects to withdraw from the health insurance buy-out program and rejoin the District's health insurance program:
  - They may do so only at the re-opening periods in January and/or July or with a qualifying event as described by health insurance provider/carrier.
  - They will not be eligible to participate in the health insurance incentive buy-out program without the express written consent of the Superintendent.

**ARTICLE 23, Sect. 23.2 (continued)**

7. By this agreement, the parties do not suggest that employees whose sole health insurance protection is provided by the District partake in such option. The District and the Association caution that only those employees who have alternative health insurance consider participating in this incentive program. Employees should become thoroughly informed and knowledgeable regarding the benefits, cost, employer's participatory share of such cost, etc., of any alternative health insurance program.
8. The buy-out program will be limited to thirty percent (30%) of the bargaining unit. In the event that more than the maximum percentage of employees apply to receive this option, seniority with the District will be the determining factor in determining eligibility.
9. The health insurance buy-out program will not apply to married couples who both work for the Sandy Creek Central School District.

**23.3 Dental Insurance**

The District agrees to pay up to \$130.00 of the cost of dental insurance for those unit members who actually enroll in the individual or family plan. The plan is identified as Blue Shield Dental Program of Central New York Option 1 Basic and Supplemental Basic.

**23.4 Dental Insurance Reimbursement**

Unit members, upon presentation of suitable evidence that individual protection insurance is in force, will be reimbursed \$100.00 for 2002-2007, if such claims are presented to the Business Office no later than April 1st, each school year. This insurance reimbursement is not available to unit members electing dental insurance.

**23.5 Flexible Spending Account (IRS §125 Cafeteria Plan)**

The District shall provide an IRS §125 Flexible Spending program for all permissible (which have been determined by the Health Insurance Committee) deductions. The administration of and cost for establishing such plan shall be borne by the District.

Currently the plan to be offered by the District will be inclusive of the following scopes:

- Health and Dental Insurance premium portion as paid by the employee.
- Medical, dental and vision care expenses not fully covered by insurance.
- Dependent care.

The plan administrator will be determined by the District.

**23.6 Employee Assistance Program**

The District will provide enrollment into the Employee Assistance Program as provided by the OCM BOCES for each full-time staff member.

## ARTICLE 24

### **SERVICE AWARD UPON RETIREMENT**

#### 24.1 One-time Service Award

A one-time service award will be made available for teachers retiring from the Sandy Creek School District under the following conditions:

#### **Amount of Service Award**

20 years of Service	\$13,000
25 years of Service	\$14,000
30 years of Service	\$15,000

For the purposes of this provision eligibility for the Local Service Award is defined as being able to retire through the New York State Teachers' Retirement System without penalty for early retirement.

If a person chooses to retire in the first year of eligibility, they shall receive the full service award shown above. However, for each year after the first year of eligibility, a deduction of \$2,000 shall be made in determining the amount of the service award.

A teacher may retire earlier, with a penalty from New York State Teachers' Retirement System and will receive the full Local Service Award based upon the number of years of teaching service.

In the event that, in any year, the District chooses to adopt a New York State Retirement Incentive, teachers will have an option of either the Local Service Award or the New York State Retirement Incentive, but not both.

Specific Criteria is as follows:

- Minimum of 20 years of teaching service
- Minimum of 10 years of District service
- Notice of Resignation is given on or before April 1<sup>st</sup> of the school year preceding retirement.

If notification is given after April 1<sup>st</sup> of the school year preceding retirement, a one year penalty of \$2,000 will be assessed and payment of the service award will be deferred to July of the school year after retirement.

Note: This provision sunsets on June 30, 2007.



## ARTICLE 25

### **ASSOCIATION BUSINESS**

#### 25.1 Use of School Equipment

Association business shall not be done by school secretaries on school time. Also any school materials used should be purchased by the Association. Teachers may have use of the equipment for Association business. Teachers Negotiating Committee may be supplied with all materials during negotiations.

## ARTICLE 26

### **PROCEDURES FOR CONDUCTING NEGOTIATIONS**

#### 26.1 Negotiating Terms

The Superintendent, or designated representative(s) of the Superintendent, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the negotiator or negotiating representatives of the other party.

While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

#### 26.2 Opening Negotiations

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such a request. In any given school year, such request shall be made on or before March 1. All proposals for discussion shall be submitted in writing by the Association to the Superintendent or the delegated representatives at the first meeting. The Superintendent shall submit, in writing, to the teacher representative, all additional proposals upon which it wishes to negotiate no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

## ARTICLE 26 (continued)

### 26.3 Negotiation Procedures

Designated representative(s) of the Superintendent shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph 2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours unless an extension is mutually agreed upon by both parties and shall be held at a time other than the regular school day. If an agreement is not concluded by April 1st, either party may request the use of mediation. The parties will seek to agree on a mutually acceptable mediator to serve. In case of mediation by a private person, the costs of such mediator shall be borne equally by the parties. If the Superintendent and the Association are unable to agree upon a mediator or to obtain such commitment, the parties shall request the State Public Employment Relations Board to designate a mediator to assist the parties to reach an agreement. If the parties retain a private mediator and have not reached agreement by June 1, either party may request the State Public Relations Board to appoint a fact-finding board. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.

### 26.4 Exchange of Information

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

### 26.5 Consultants

The parties may call upon consultants to assist in preparing for negotiations, and to assist them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

### 26.6 Committee Reports

The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Superintendent and the Association, the proceedings of the negotiations shall not be revealed unless such an issuance has the prior approval of both parties.

### 26.7 Reaching Agreement

When consensus is reached covering the area under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for action. Following affirmative action by a majority of the Association membership and by a majority of the Board; the entire contract will be in force.

## ARTICLE 27

### MISCELLANEOUS PROVISIONS

#### 27.1 Changes in Board Policies

Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Superintendent will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Superintendent provided that it files such a request with the Superintendent within five (5) calendar days after receipt of said notice.

#### 27.2 Zipper Clause

The Superintendent and Association agree that all negotiable items have been discussed during negotiations leading to this contract and, therefore, agree that negotiations are not to be reopened on any item during the life of this contract.

#### 27.3 Savings Clause

If any provision of this agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsiding, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### 27.4 Statutory Clause

It is agreed by and between the parties that any provisions 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 28

### DURATION

#### 28.1 Length of Contract

This agreement shall be effective July 1, 2002 and shall terminate on June 30, 2007.

#### 28.2 Amendments

This agreement may be amended by mutual consent with written evidence of said consent being presented by each party to the other.

#### 28.3 Notification for Renewal and Termination

This agreement shall continue in full force and effect through June 30, 2007 and from year to year thereafter unless by March 1, 2007 either party serves written notice upon the other that they desire to amend the terms.

**APPENDIX B**  
**Co-Curricular Schedule**  
**2002 - 2007**

Advance Annually Step-to-Step

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
<b><u>NON-ATHLETIC</u></b>													
Yearbook Advisor	2,900	3,050	3,200	3,350	3,500	3,650	3,800	3,950	4,100	4,250	4,400	4,550	4,700
Student Council Advisor	750	800	850	900	950	1,000	1,050	1,100	1,150	1,200	1,250	1,300	1,350
Newspaper Advisor	990	1,040	1,090	1,140	1,190	1,240	1,290	1,340	1,390	1,440	1,490	1,540	1,590
Drama Club Advisor	1,580	1,655	1,730	1,805	1,880	1,955	2,030	2,105	2,180	2,255	2,330	2,405	2,480
Asst. to Drama Club	1,135	1,210	1,285	1,360	1,435	1,510	1,585	1,660	1,735	1,810	1,885	1,960	2,035
Set Design-Drama Prod	500	550	600	650	700	750	800	850	900	950	1,000	1,050	1,100
Color Guard Advisor	2,276	2,376	2,476	2,576	2,676	2,776	2,876	2,976	3,076	3,176	3,276	3,376	3,476
Prize Speaking Advisor	500	550	600	650	700	750	800	850	900	950	1,000	1,050	1,100
Spelling Bee Advisor	500	550	600	650	700	750	800	850	900	950	1,000	1,050	1,100
Honor Society Advisor	585	635	685	735	785	835	885	935	985	1,035	1,085	1,135	1,185
SADD Advisor	500	550	600	650	700	750	800	850	900	950	1,000	1,050	1,100
Peer Advisor	500	550	600	650	700	750	800	850	900	950	1,000	1,050	1,100
<u>Cheerleading:</u>													
Football	1,020	1,095	1,170	1,245	1,320	1,395	1,470	1,545	1,620	1,695	1,770	1,845	1,920
Basketball	1,385	1,460	1,535	1,610	1,685	1,760	1,835	1,910	1,985	2,060	2,135	2,210	2,285
Summer Marching Band	3,391	3,541	3,691	3,841	3,991	4,141	4,291	4,441	4,591	4,741	4,891	5,041	5,191
<u>Music Teachers:</u> ( All County/State Band & Chorus)													
75 hour total limit outside reg. school day													
at the rate of:													
	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>								
	18.50	18.50	19.50	19.50	19.50								
<b><u>Class Advisors</u></b>													
Class Advisor - 9th Grade	400												
Class Advisor - 10th Grade	400												
Class Advisor - 11th Grade	840												
Class Advisor - 12th Grade	1,660												
<b><u>Chaperones: (per event)</u></b>													
Basketball, Football	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>								
Bus Trips, School Dances	\$37.50	\$37.50	\$40.00	\$40.00	\$40.00								

# APPENDIX C

## Athletic Coaching Schedule - 2002-2007

### Advance Annually Step-to-Step

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
<b>Football</b>													
Varsity	3,391	3,541	3,691	3,841	3,991	4,141	4,291	4,441	4,591	4,741	4,891	5,041	5,191
Asst. Varsity	2,611	2,736	2,861	2,986	3,111	3,236	3,361	3,486	3,611	3,736	3,861	3,986	4,111
Modified	2,276	2,376	2,476	2,576	2,676	2,776	2,876	2,976	3,076	3,176	3,276	3,376	3,476
Asst. Modified	1,779	1,854	1,929	2,004	2,079	2,154	2,229	2,304	2,379	2,454	2,529	2,604	2,679
<b>Boys Basketball</b>													
Varsity	3,391	3,541	3,691	3,841	3,991	4,141	4,291	4,441	4,591	4,741	4,891	5,041	5,191
Jr. Varsity	2,611	2,736	2,861	2,986	3,111	3,236	3,361	3,486	3,611	3,736	3,861	3,986	4,111
Modified	2,276	2,376	2,476	2,576	2,676	2,776	2,876	2,976	3,076	3,176	3,276	3,376	3,476
Modified Asst.	1,779	1,854	1,929	2,004	2,079	2,154	2,229	2,304	2,379	2,454	2,529	2,604	2,679
<b>Wrestling</b>													
Varsity	3,391	3,541	3,691	3,841	3,991	4,141	4,291	4,441	4,591	4,741	4,891	5,041	5,191
Asst. Varsity	2,611	2,736	2,861	2,986	3,111	3,236	3,361	3,486	3,611	3,736	3,861	3,986	4,111
Modified	2,276	2,376	2,476	2,576	2,676	2,776	2,876	2,976	3,076	3,176	3,276	3,376	3,476
<b>Baseball</b>													
Varsity	3,391	3,541	3,691	3,841	3,991	4,141	4,291	4,441	4,591	4,741	4,891	5,041	5,191
Jr. Varsity	2,611	2,736	2,861	2,986	3,111	3,236	3,361	3,486	3,611	3,736	3,861	3,986	4,111
Modified	2,276	2,376	2,476	2,576	2,676	2,776	2,876	2,976	3,076	3,176	3,276	3,376	3,476
<b>Soccer</b>													
Varsity	3,391	3,541	3,691	3,841	3,991	4,141	4,291	4,441	4,591	4,741	4,891	5,041	5,191
Jr. Varsity	2,611	2,736	2,861	2,986	3,111	3,236	3,361	3,486	3,611	3,736	3,861	3,986	4,111
Modified	2,276	2,376	2,476	2,576	2,676	2,776	2,876	2,976	3,076	3,176	3,276	3,376	3,476
<b>Volleyball</b>													
Varsity	3,391	3,541	3,691	3,841	3,991	4,141	4,291	4,441	4,591	4,741	4,891	5,041	5,191
Jr. Varsity	2,611	2,736	2,861	2,986	3,111	3,236	3,361	3,486	3,611	3,736	3,861	3,986	4,111
Modified	2,276	2,376	2,476	2,576	2,676	2,776	2,876	2,976	3,076	3,176	3,276	3,376	3,476
<b>Softball</b>													
Varsity	3,391	3,541	3,691	3,841	3,991	4,141	4,291	4,441	4,591	4,741	4,891	5,041	5,191
Jr. Varsity	2,611	2,736	2,861	2,986	3,111	3,236	3,361	3,486	3,611	3,736	3,861	3,986	4,111
Modified	2,276	2,376	2,476	2,576	2,676	2,776	2,876	2,976	3,076	3,176	3,276	3,376	3,476
<b>Girls Basketball</b>													
Varsity	3,391	3,541	3,691	3,841	3,991	4,141	4,291	4,441	4,591	4,741	4,891	5,041	5,191
Jr. Varsity	2,611	2,736	2,861	2,986	3,111	3,236	3,361	3,486	3,611	3,736	3,861	3,986	4,111
Modified	2,276	2,376	2,476	2,576	2,676	2,776	2,876	2,976	3,076	3,176	3,276	3,376	3,476
Modified Asst.	1,779	1,854	1,929	2,004	2,079	2,154	2,229	2,304	2,379	2,454	2,529	2,604	2,679
<b>X-Country Running</b>													
Varsity	3,391	3,541	3,691	3,841	3,991	4,141	4,291	4,441	4,591	4,741	4,891	5,041	5,191
Jr. Varsity	2,611	2,736	2,861	2,986	3,111	3,236	3,361	3,486	3,611	3,736	3,861	3,986	4,111
Girls Track	3,391	3,541	3,691	3,841	3,991	4,141	4,291	4,441	4,591	4,741	4,891	5,041	5,191
Boys Track	3,391	3,541	3,691	3,841	3,991	4,141	4,291	4,441	4,591	4,741	4,891	5,041	5,191
Golf	3,391	3,541	3,691	3,841	3,991	4,141	4,291	4,441	4,591	4,741	4,891	5,041	5,191
Weight Rm Supervision	625	700	775	850	925	1,000	1,075	1,150	1,225	1,300	1,375	1,450	1,525

## APPENDIX D COORDINATORS STIPENDS

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Gifted & Talented	\$2,245	\$2,337	\$2,438	\$2,542	\$2,652
Phys Ed & Athletics	\$4,491	\$4,675	\$4,876	\$5,086	\$5,305
Student Testing	\$4,491	\$4,675	\$4,876	\$5,086	\$5,305
Computer Instruction	\$4,491	\$4,675	\$4,876	\$5,086	\$5,305
Special Education	\$4,491	\$4,675	\$4,876	\$5,086	\$5,305
Technology Curriculum	\$3,000	\$4,675	\$4,876	\$5,086	\$5,305
Department Level: (English, Math, Science, Social Studies)	\$ 750	\$ 781	\$ 814	\$ 849	\$ 886
Hourly rate for Curriculum Coordination on special assignment will be:	\$20.10	\$20.90	\$21.85	\$22.80	\$23.75

**APPENDIX E**  
**Sandy Creek Central School District**  
**Instructional Assessment**

Name: \_\_\_\_\_

\_\_\_\_\_ Classroom Observation

Tenured \_\_\_\_\_

\_\_\_\_\_ General Evaluation

Non-Tenured \_\_\_\_\_

Date: \_\_\_\_\_

Middle School \_\_\_\_\_

Teacher: \_\_\_\_\_

High School \_\_\_\_\_

Supervisor: \_\_\_\_\_

Elementary School \_\_\_\_\_

Subject/Grade: \_\_\_\_\_

Time: \_\_\_\_\_

Indicators of Successful Teaching Practices:

Indicators of Non-Successful Teaching Practices:

Other Observations and Comments:

**Post Conference:**

Observation Date: \_\_\_\_\_ Time: \_\_\_\_\_

Conference Date: \_\_\_\_\_ Time: \_\_\_\_\_

I have read the above Observation/Evaluation and have had the opportunity to review it with the observer/evaluator.

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Observer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: Additional pages may be used as necessary.

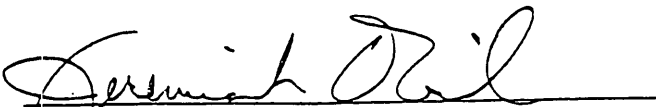
## APPENDIX F

### RECOGNITION RESOLUTION

*The Sandy Creek Central School Board of Education, having determined that the Sandy Creek Central School Teachers' Association is supported by a majority of the teachers in the instructional negotiating unit, hereby recognized the Sandy Creek Central School Teachers' Association as the exclusive negotiating agent for the teachers in such unit.*

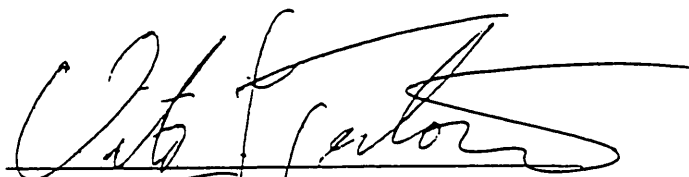


This agreement for the periods July 1, 2002 to June 30, 2007 as negotiated becomes the successor to the 1997-2002 agreement.

  
Jeremiah O'Neil, Chief Negotiator  
Sandy Creek Teachers Association

6-26-02


Date

  
Vito L. Testone, Superintendent  
Sandy Creek Central School

6-26-02

Date

Sworn to before me this 26 day  
of June, 2002.

  
Notary Public

LORI L. KREBS

"Notary Public in the State of New York"

Qualified in Oswego County

Reg. No. 01KR6034285

My commission expires December 6, 2005