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

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**Delaware Academy and Central School  
Delhi, New York**

# **AGREEMENT**

*Between The*

**DELAWARE ACADEMY SUPERINTENDENT**

*And The*

**DELAWARE ACADEMY FACULTY ASSOCIATION**

**RECEIVED**

DEC 04 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**July 1, 2005 to June 30, 2008**



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## **ARTICLE I – PREAMBLE**

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Chapter 392 of the Laws of 1967) and to encourage and increase effective and harmonious working relationships between the Board of Education of the Delaware Academy Central School District (hereinafter referred to as the “Board”) and its professional employees represented by the Delaware Academy Faculty Association (hereinafter referred to as the “Association”), and to enable the professional employees more fully to participate in and contribute to, the development of local policies for the School District, this Agreement:

### **WITNESSETH:**

Whereas the Board and the Association recognize and declare that providing a quality education for the children of the Delaware Academy Central School District is their primary mutual aim and responsibility;

Whereas the members of the teaching staff are particularly qualified to offer suggestions in formulating policies and programs designed to improve educational standards; and

Whereas the Board has a statutory obligation pursuant to the Public Employees Fair Employment Act to negotiate with the Association as the representative of its teaching personnel;

Whereas the Association recognizes that all matters pertaining to the policies that effect the management and operation of the school system, including its educational and fiscal affairs, are the basic responsibility of the Board pursuant to the Education Laws of New York State; and

Whereas the parties have reached certain understandings which they desire to confirm in this Agreement;

It is hereby agreed as follows:

## **ARTICLE II – RECOGNITION**

### **A. Nature and Terms**

The Board of Education of the Delaware Academy Central School District, having determined that the Delaware Academy Faculty Association is the recognized negotiating unit for all professionally certified teachers, except the Superintendent, building principals, and assistant principals hereby recognizes the Delaware Academy Faculty Association as the exclusive representative of the employees in such unit for the purpose of negotiations regarding wages, hours and terms and conditions of employment under the Taylor Law. Such recognition shall continue as provided by the Taylor Law unless challenged. In the event of a challenge the Board will proceed according to the regulations of the Public Employment Relations Board, established under Article 14 of the New York State Civil Service Law.

### **ARTICLE III – DEFINITIONS**

- A. *Administration* – The Superintendent, building principals and assistant principals are not in the negotiating unit represented by the Association.

*Association* – Delaware Academy Faculty Association.

*Board* – Board of Education of the Delaware Academy Central School District.

*Negotiating Unit* – The group of employees of the Delaware Academy Central School District represented by the Association.

*Teacher* – All professional employees of the School District in the employer-employee negotiation unit represented by the Association, except where otherwise specifically provided.

*Days* – The term days as used in this Agreement shall mean school days as designated on the current school calendar.

### **ARTICLE IV – NEGOTIATING PROCEDURES**

- A. Not before December 1, but prior to February 1 of the year the Agreement is terminated and upon request of either party, both parties will enter into negotiations leading to a successor Agreement.
- B. The parties shall exchange written proposals at the first meeting, which shall be held on or before February 1. These requirements may be waived by agreement of both parties.
- C. When consensus is reached on a successor Agreement, it shall be reduced to writing as a Collective Negotiated Agreement between the parties and submitted to the Association and Board for ratification and/or necessary action.
- D. The Association and the School District agree that definite dates for meeting will be established and that all meetings shall be approximately three (3) hours duration. Meeting hours may be shortened or lengthened by agreement of both parties.
- E. The Association and the School District agree that negotiations shall take place at a site convenient and mutually agreeable to both parties.

### **ARTICLE V – TEACHER-ADMINISTRATION-BOARD LIAISON**

- A. The Chief School Officer, President of the School Board, and President of the Faculty Association shall meet in September to establish a District-wide Committee for the purpose of reviewing and discussing school problems and practices. Meetings may be requested by any of the involved parties. The operation, discussion of policies, and decisions of this Committee are not subject to the grievance procedure but the refusal by any of the parties to meet is.

- B. Because much policy formation regarding terms and conditions of employment is done through collective negotiations, both parties urge all people affected by this Agreement to make allowances for participation in professional organizations and activities if they desire a voice or a means of communicating their feelings regarding this Agreement.

#### **ARTICLE VI – TEACHER ASSIGNMENTS AND WORKLOAD**

- A. The administration shall assign all newly hired personnel to a position which shall be in the tenure area for which the teacher has been hired by the Board. Notice of assignments to all returning personnel shall be available June 30, if the budget has been passed prior to July 1, if the District is not recruiting for positions in which resignations have been received after May 1 and if Contract negotiations have been concluded for the following year. It is recognized that this Section does not supersede Article VI. D. The Association recognizes that resignations after July 1 can present problems for the District. It is recommended that Association members not sign salary agreements if they are contemplating leaving the District's employ.
- B. Teachers desiring a change of assignment shall file a written statement of such desire with the Superintendent or his/her representative. Whenever a teacher opening occurs, current staff, if interested and certified shall be given an interview for the opening.
- C. Only those unencumbered full-time positions created by death, retirement, discharge, resignation or the creation of a new probationary position shall be considered vacancies under this provision. Encumbered positions created by employees on leave of absence shall not be considered vacancies.

The Association President shall be notified of all unit vacancies (per the conditions below) within seven (7) working days of Board action creating any such vacancies.

The Superintendent or his/her designee shall make notification for vacancies that occur at the District's School Board meetings September through June of any given school year. The Association President shall sign and date a form that he/she has been notified. Information regarding vacancies that occur at the July and August School Board meetings shall be available in the District office beginning on the working day following these meetings to the Association President or his/her designee.

- D. It is recognized that some involuntary transfers of teachers from one area to another or reassignment within a tenure area may be unavoidable, but should be held to a minimum. When an involuntary transfer or change in assignment is being considered, the administration will seek the input of the teacher(s) affected by the change. When a decision has been made, a meeting between the teacher(s) involved and the building administrator will be held. Notice of any such transfer shall be given to teachers as soon as possible.
- E. Teachers will be in their classrooms or at their assigned areas when students arrive in the morning, and throughout the day whenever students are assigned to them.



- F. All teachers shall have a minimum thirty (30) minute duty-free lunch period during the middle portion of the day.
- G. It is recognized that the limitation of teacher load may produce more effective learning and teaching.
- H. The teacher load for a K-3 class is recommended not to exceed twenty (20), but will not exceed twenty-five (25). It is recommended that the teacher load for a 4-12 class should not exceed twenty-five (25) for the purpose of working towards a learning program that requires a great deal of individualization of instruction, and group activities.
- I. In special situations such as Technology, Art, Music, Family and Consumer Science, and Science Laboratories, the recommendations of the teacher as to the maximum teaching load will be considered so that safe and proper utilization of available equipment may be arranged. If the teacher determines that the impact of class load and size adversely affects safety and/or educational program, representatives of the Association will meet with the Superintendent to resolve the concerns.
- J. Teaching Load - The regulations of the Commissioner of Education, Section 100.2, Part e. state that "The number of daily periods of classroom instruction for a secondary school teacher should not exceed five (5). A school requiring of any teachers more than six (6) teaching periods in a day or a daily teaching load of more than one hundred and fifty (150) pupils should be able to justify the deviation from this policy."
- K. Each K-12 teacher will have at least one (1) forty (40) minute duty free block per day. Elementary teachers will, in addition, have sixty (60) minutes of planning time per week, such time will not be scheduled in blocks of less than 20 minutes, or more than two blocks.
- L. Every effort will be made to distribute equitably all non-teaching duties during the school day.
- M. Teachers with six (6) different preparations per day will have the remainder of the school day free.
- N. No teacher shall be required to substitute for another during his/her unassigned period. If an emergency occurs, a teacher may be asked to substitute; however, he/she reserves the right to refuse such assignment and will state the reason for refusal to the building principal if asked. Such refusal and the reason given shall not be subject to reprisal. If the absence is known prior to the school day, every effort will be made by administration to find a substitute. A teacher shall not be responsible for obtaining a substitute.
- O. Teachers shall be informed of a telephone number which they may call to report their unavailability to work. Every effort should be made to report unavailability by 7:00 a.m.
- P. The administration and teachers agree that the most effective type of parent-teacher conference is one that is prearranged by teachers and parents. The administration will be

informed of the outcome or recommendations of said conferences, if they so desire. No teacher will be expected to forfeit his/her lunch period or preparation periods for planned conferences if they do not so desire.

- Q. School calendar shall be devised cooperatively between the Faculty Association and the Superintendent. Cooperatively shall mean that advance suggestions will be sought from the Association before a tentative calendar is prepared. Before a tentative calendar goes to the School Board in final form, it shall be given to the Faculty Association for reaction and discussion. The Board of Education will then adopt a calendar for the following year and provide a copy to the faculty prior to June 1, if possible.
- R. If a teacher is assigned to more than one (1) building in the course of a school day, he/she will be remunerated at the IRS standard mileage rate for the use of his/her own car. This reimbursement will be for mileage from the first location one-way to the second destination, unless the teacher is returning to the original site for another assignment prior to the dismissal of school. Round trip mileage may be paid for special after school assignments with the prior approval of the building administrator.

While on school business, the teacher's insurance company will be the primary carrier and the school's insurance company the secondary carrier.

As an alternative, teachers may use a school vehicle if one is available.

- S. Teachers are required to be on duty for a total of seven (7) hours and five (5) minutes per day. Teachers shall not be required to work split schedules. Start and end times for the teacher day will be established by the Superintendent on a yearly basis. It is understood that the teacher workday will start no earlier than 7:30 a.m. and end no later than 3:30 p.m. On two days occurring during the regular school year, unit members will be required to be present for one open house as scheduled by the Superintendent of Schools, and one other school function to be planned collaboratively by administration and faculty. Such events will be scheduled to last no more than two hours. Open houses will be scheduled prior to the beginning of the school year.
- T. Teachers are expected to keep on file in their room, the plans for lessons they have covered on a day to day basis.
- U. The teacher school year shall consist of one hundred eighty (180) instructional days, plus six (6) emergency days and three (3) Superintendent Days, for a total of one hundred eighty-nine (189) days occurring during the period of September 1 through June 30. For middle and high school teachers one {1} Superintendent Day will be scheduled at the end of the second quarter for independent teacher work time. For elementary teachers one {1} Superintendent Day will be scheduled during the last week of school for independent teacher work time. In addition to the above, teaching personnel may be required to report on the Thursday prior to the Labor Day weekend, provided this day falls on or after September 1 (a date occurring prior to September 1 may be used by mutual agreement of the parties). If used, this day will be scheduled by the Superintendent of Schools prior to

June 30 of the preceding school year and will be compensated at the teacher's per diem rate of pay.

Unused emergency days will be used as follows:

1. The first unused emergency day will be given as a day off on the last scheduled day of school preceding the Memorial Day Holiday.
2. The second unused emergency day will be given as a day off on the first scheduled day of school after the Memorial Day Holiday.
3. If additional unused emergency days remain these will be scheduled at the discretion of the Superintendent of Schools.

#### **ARTICLE VII – MENTOR PROGRAM**

All assignments of unit members to mentor positions will be done on a voluntary basis and in accordance with the approved District Mentor Plan. A unit member assigned to work as a mentor to an initial educator to the District, or mentor Coordinator (where such duties are not part of any administrative assignment or appointment), will be compensated at the rate of three hundred dollars (\$300) per semester for the duration of such assignment. In-service training or other assigned mentor work occurring outside of the work year will be paid at the Board approved summer in-service rate as per Section E.5 of Article XXIV. Release time from regular duties will be allowed as recommended by the Mentor Coordinator and approved by the teachers' building principal.

A unit member acting as a mentor will not perform evaluations of bargaining unit members, nor will they be required to testify as a witness in any hearing regarding the discipline, discharge or non-renewal of an initial educator whom they have mentored, unless the acts concerning which they are being called to testify are non-pedagogical in nature, such as abusive behavior, theft, misuse of district property, etc...

#### **ARTICLE VIII – TEACHER EVALUATION**

- A. All observation of work and performance of teachers is, and will continue to be, conducted openly with the full knowledge of the teacher. Observation and evaluation of teachers shall be continuous and ongoing. This means teachers are open to both evaluations and classroom observations any time during their work related performance by administration. A classroom observation constitutes a written report of a teaching lesson during a class or subject period. An evaluation may be a classroom observation but also may be any other written report of a teacher's performance that is to become a part of the teacher's personnel record.
- B. The supervisory personnel responsible for the evaluation of teachers shall acknowledge the right of the teacher to:
  1. Know how well he/she is performing the duties and responsibilities of his/her position.

2. Know the areas in which improvement is needed. It is recommended that teachers who want to improve their performance and/or evaluations ask for an additional classroom observation utilizing the prepost conference evaluation format.
  3. Have a candid appraisal of his/her work.
  4. Discuss his/her evaluation reports with the supervisor.
  5. Seek and receive supervisory assistance when needed.
- C.
1. A written report will be made of each classroom observation or evaluation that is to form a part of the teacher's personnel record. A copy of every such report shall be furnished to the teacher involved no later than twenty (20) school days after such observation or evaluation. No later than five (5) school days after the delivery of a copy of such report to the teacher, a conference will be held between the evaluator and the teacher to discuss such report, unless such conference is mutually dispensed with. No such report shall be placed in the teacher's file, or otherwise distributed or acted upon without such prior conference unless both the evaluator and the teacher involved indicate in writing that such conference has been dispensed with. The written report of the observation and evaluation is to be signed and dated by the evaluator when delivered to the teacher, and signed and dated by the teacher immediately upon receipt solely to signify that the teacher has received the written report. No later than ten (10) days after the delivery of the report, the post-observation conference will be held, unless mutually dispensed with as stated above. The teacher will again sign and date the report solely to indicate that the report has been read, but does not necessarily agree with the report. If a teacher disagrees with an evaluation, a written answer must be filed within ten (10) days after it was initially received. This answer shall be reviewed by the Superintendent and attached to the file copy.
  2. Every probationary teacher will receive two (2) written evaluations per year, one (1) on or before December 15 and the other on or before May 1, the exception being that third year probationary teachers will have their second evaluation on or before March 15. These written evaluations are to be forwarded to the District Personnel File by the building principal and will include Article VII, B., 1. 2. 3. If a teacher disagrees with the evaluation, a written answer must be filed within ten (10) days after the teacher signed the evaluation to signify having read it.
- D.
- Teachers will have the right upon request to review the contents of their personnel files and to make copies of the documents therein. A teacher will be entitled to have a representative of the Association accompany him/her during such a review. Any material pertaining to a teacher's conduct, service, character or personality will not become a permanent part of his/her personnel file until the teacher has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material. If a teacher disagrees with the material, a written answer must be filed within ten (10)

days after the teacher signed the material. This answer shall be reviewed by the Superintendent and attached to the file copy.

- E. 1. In compliance with Education Law 3013, a teacher's probationary period of employment for determining tenure will be three (3) years.
- 2. Chapter 140 of the Laws of 1975, amends the tenure provision (3013) of the Education Law by providing that a teacher who has obtained tenure in a New York State School District must serve only a two (2) year probationary period in another School District provided that the teacher was not dismissed under Education Law Section 3020-a. by the District where he/she obtained tenure. The teacher must notify the District office and furnish a copy of the appointment to tenure within the first three (3) months after the first day of employment.
- F. No teacher will be removed, disciplined, reprimanded, or reduced in rank in violation of Educational Law or Constitution of the State of New York or United States.
- G. Probationary teachers not to be recommended for appointment on tenure shall be given sixty (60) days notice preceding the expiration of the probationary period. Procedure shall follow paragraph 3031 of Educational Law, Chapter 866, which states "Notwithstanding any other provision of this Chapter and except in cities having a population of one million or more, Boards of Education and Boards of Cooperative Educational Services shall review all recommendations not to appoint a person on tenure, and, teachers employed on probation by any School District or by any Board of Cooperative Educational Services, as to whom a recommendation is to be made that appointment on tenure not be granted or that their services be discontinued shall at least thirty (30) days prior to the Board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the Board meeting at which it is to be considered. Such teacher may, not later than twenty-one (21) days prior to such meeting, request in writing that he/she be furnished with a written statement giving the reasons for such recommendation and within seven (7) days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the District Clerk and not later than seven (7) days prior to the date of the Board meeting.

This Section shall not be construed as modifying existing Law with respect to the rights of probationary teachers or the powers and duties of Boards of Education or Boards of Cooperative Educational Services, with respect to the discontinuance of services of teachers or appointments on tenure of teachers."

#### **ARTICLE IX- LEAVES OF ABSENCE**

##### **A. Sick Leave**

- 1. Each employee is credited with twelve (12) days sick leave at the beginning of each school year. With continuous service, unused sick leave will be allowed to accumulate to two hundred (200) days. The two hundred (200) day cap on sick leave accrual will be lifted for unit employees hired on or after July 1, 2005.

Absence on sick leave results in no loss of pay. Sick leave is granted for personal illness or illness in the "immediate family" as defined in this Agreement.

2. A teacher may be allowed to use his/her "sick leave" for serious illness in the "immediate family" (spouse, children, father, mother, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law) for the purpose of being with a seriously ill person. The building principal may at his/her discretion expand the definition of the term "immediate family."
3. There will be no debit against sick leave because of absence due to an injury covered under the Workers' Compensation Law, except what is required.
4. The number of accumulated sick leave days through June 30 of the previous year, will be given with the first paycheck in September.

**B. Sick Leave Bank**

Unit members may elect to join the Sick Leave Bank by contributing one (1) day to the Bank. Unit member who are not members of the Sick Leave Bank may only join at the beginning of a school year. Such application must be made between September 1 and October 1. New unit members may join within thirty (30) days of initial employment.

The purpose of the Sick Leave Bank is to provide extended sick leave for participating unit members who have suffered a personal illness or injury (not work related) and who have used up all of their accumulated sick leave. A Committee consisting of an administrator appointed by the Superintendent and two (2) representatives selected by the Association will administer the Sick Leave Bank.

The Sick Leave Bank will be capped at two hundred fifty (250) days, and participating unit members will not be required to donate additional days unless the Bank drops below one hundred twenty-five (125) days. If the Bank falls below one hundred twenty-five (125) days all members of the Bank will be required to donate an additional one (1) or two (2) day(s) in order to bring the total number of days in the Bank to two hundred fifty (250) days. It is understood that the Bank may exceed two hundred fifty (250) days due to new member donations.

Written request for use of Sick Leave Bank days will be accompanied by a doctor's statement. Before utilizing the Sick Leave Bank, a participating member must be absent due to illness or accident for five (5) consecutive school days after his/her accumulated sick leave is exhausted. If approved, coverage for the five (5) days will be effective retroactive to the first day. The written request will be submitted to any member of the Sick Leave Bank Committee. The Committee will meet as soon as reasonably possible to review the request and will communicate its decision in writing to the applicant within three (3) days of such meeting. The decisions of the Sick Leave Bank Committee will be final and not grievable under the terms of this Agreement. The number of days granted will be contingent upon sufficient days being in the Sick Leave Bank.

Approval of days from the Sick Leave Bank will be made in increments of thirty (30) days. If additional days are needed beyond thirty (30) days the applicant can request

additional days. Withdrawals from the Sick Leave Bank will be limited to a total of ninety (90) days within any one (1) year. Days granted, but not used by an applicant, will be returned to the Sick Leave Bank. The maximum number of days a participating unit member may receive over a ten (10) year period will be limited to a total of one hundred fifty (150).

If a member of the Sick Leave Bank decides to drop membership in the Bank, those days previously contributed remain in the Bank and cannot be withdrawn. A unit member may withdraw from the Bank upon submitting a written request to do so to the Association President.

All days that remain in the Bank at the end of a year will be carried over into the following school year. An accounting of the number of days in the Sick Leave Bank will be conducted jointly by the Association and the District by July 31 of each year to ensure an agreed upon balance for the following school year.

C. Sick Day Buyback

Teachers with at least twelve (12) years of experience in the Delaware Academy Central School District and who have attained the age of fifty-five (55) or more, or who have thirty (30) years of credited service, shall upon retirement receive per diem pay for their unused sick days up to but not to exceed twenty-five thousand dollars (\$25,000). If notice of intent to retire is received on or before March 1 for a retirement occurring at the end of the school year, or six months prior for any retirement occurring during the course of the school year, payment will be made in July of the fiscal year immediately following. If late notice is received the District may delay payment for an additional year. In extenuating circumstances the notification requirement can be waived by the Superintendent. For unit members hired on or after July 1, 2005, the first fifty (50) days of the retiring employee's unused sick leave will not be used in calculating this benefit. Only days above an initial accrual of fifty (50) days will be eligible for the per diem payment.

D. Personal Leave

1. Each teacher will be allowed four (4) personal business days with full pay during each school year. Unused personal business days will be added to accumulated sick leave. A teacher planning to use a personal leave day or days, shall notify his/her building principal at least one (1) day in advance except in cases of emergency. The following reasons are not sufficient to warrant a personal day: vacation, shopping, athletic or recreational activities, day preceding or day following a vacation, convention or trip not applicable to school business (see Article VIII. D. 1.) Two (2) of the four (4) days may be used without reason provided they are not used to extend a holiday or vacation period.

E. Funeral Leave

1. Each teacher will be allowed up to five (5) days a school year for death in the immediate family. If additional days are needed, the teacher will be allowed to use his/her "sick leave" days. The building principal may at his/her discretion expand definition of term "immediate family" as used in "sick leave."

F. Other Leaves of Absence

1. Upon application in writing and approval of the building principal, and with the permission of the Superintendent, teachers may attend conferences or make educational trips. They will suffer no loss of regular salary and will be reimbursed for authorized expenses of the conferences.
2. If negotiation meetings or grievance proceedings between the Board and/or Superintendent and the Association are deemed necessary to be scheduled during the school day, the representatives of the Association will be relieved from regular duties necessary to permit their participation in such meetings on school grounds. Such relief from duty shall not involve any loss of pay. Any teacher whose appearance as a witness is necessary will be accorded the same right. Both parties agree arrangements should be made to avoid all conflict with the school day.
3. Association Delegates or representatives will be granted leave with pay to attend annual NEA/NY and NEA Conventions, and the Annual Retirement Conference. Leave for these purposes will be in addition to personal business days mentioned in the Agreement.
4. Teachers shall receive their regular pay while serving on a jury.
5. The Association President shall be granted up to three (3) additional days to attend to business of the Association. Cost of a substitute, if required, shall be paid by the Association.

G. Extended Leave of Absence

1. The Board may grant a leave of absence for up to one (1) year to employees. Such leave shall be without pay and shall preserve the employee's status regarding tenure, and accumulated leave. Such leave may be extended under special circumstances on recommendation of the Superintendent. Teachers on a year's leave of absence should inform the District whether or not they are returning by November 1 on a leave that expires at the end of first semester, or April 1 on a leave that expires June 30, or face loss of right to return if they do not respond to a certified or registered letter within fifteen (15) days. An employee's new salary will be determined by adding the contractual increase to a prorated salary if the employee did not complete a full school year while on leave.
2. The District may grant a child rearing leave for up to two (2) years upon application by a parent. A teacher desiring such leave must notify the District within two (2) weeks after the birth of the child or within two (2) weeks of the placement of an adoptive child into the home.

For non-tenured teachers, child rearing leave, like all unpaid leave, shall be the interruption of the probationary period and not in lieu of service in meeting requirements for serving a probationary period. A teacher will not accumulate additional leave days during child rearing leave.



The request for leave will include the date the teacher would like to return to work. The final decision rests with the Chief School Officer.

#### **ARTICLE X – SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to Law, then such a provision of 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 XI – SECTION 204a TAYLOR LAW AGREEMENT BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATION**

“It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of Law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.”

#### **ARTICLE XII – INSURANCE PROTECTION**

##### **A. Health Insurance**

1. The Delaware Academy and Central School District will pay ninety percent (90%) of the individual's cost of health insurance and ninety percent (90%) of the family coverage cost of health insurance under CASE BP. Effective July 1, 2005 the Plan offered will be CASE BP Plan N. Effective July 1, 2007, the Plan offered will be CASE BP Plan L.
2. The District may select the Health Insurance plan so long as no benefit under the present plan is diminished.
3. When and if the current legislation (S-2800, A-4731) expires or is replaced, any changes in Health Insurance Benefits to current employees or retirees must be negotiated by the Faculty Association.
4. A drug card will be provided with co-payments of five dollars (\$5) for generic drugs, ten dollars (\$10) for legend, and no co-payment for mail-order. Effective July 1, 2006, drug card co-payments will be seven dollars (\$7) for generic drugs, twelve dollars (\$12) for legend, and no co-payment for mail-order. Effective July 1, 2007, drug card co-payments will be ten dollars (\$10) for generic drugs, fifteen dollars (\$15) for legend, and no co-payment for mail-order.
5. Health insurance options for unit members will be a family plan, individual coverage, or the following health insurance buyout. When both spouses are employed by the District, they will have the option of one family plan, or two individual plans.

### Medical Plan Buyout

- a. All eligible unit members shall have the option of dropping the Health Insurance plan provided by the District and will receive \$2,500 annually. For unit members, on staff as of July 1, 2005, and who receive coverage through a spouse who is also employed by the District, such payment will be \$1,300 for 2005-06, \$1,430 for 2006-07 school year and \$1,553 for the 2007-08 school year, and thereafter.
- b. All new unit members who meet the criteria and who elect not to take the Health Insurance Plan will also be eligible for said payment.
- c. Notification for requesting this option must be given in writing and proof of alternate coverage must be provided to the Superintendent/designee.
- d. Payment will be issued in the last pay period in June or upon the unit member's separation from the District. The payment shall be pro-rated if less than a full year of employment.
- e. If a unit member wishes to change his/her option, written notice must be given to the Superintendent/designee by April 30<sup>th</sup>, regardless of the date of hire, and said change will be effective as of July 1<sup>st</sup> of the succeeding fiscal year.
- f. A unit member who loses coverage under a spouse's insurance will, upon proof of said loss to the Superintendent/designee, be allowed re-entry into the Insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be on a pro-rated basis if re-entry is in the same year the plan was dropped. The unit member will be assessed the appropriate share of premium for the remainder of the period of coverage.

### 5. Dental Insurance

Teachers are guaranteed a Dental Plan comparable to Blue Shield's Plan A-Basic and Supplemental Basic plus Periodontics and Prosthetics. Effective July 1, 1989 the District agrees to pay one hundred percent (100%) of the individual employee cost and sixty percent (60%) of the premium for family coverage. Effective July 1, 1992 individual coverage remains at one hundred percent (100%) and the District will pay ninety percent (90%) of the premium for family coverage.

### 6. Vision Care

A vision reimbursement plan will be established and funded by the District. Unit members will be reimbursed for personal and immediate family vision care expenses. Effective with the 2006-07 school year, each unit member will be reimbursed for up to \$200 for vision care expenses every two years. The District will develop procedures for the administration of the program, subject to periodic review by the Association.

- B. **Annuities**  
The District will make provisions for deductions from the payroll so that each teacher, upon written authorization to the School District may participate in the tax-sheltered annuities program or credit union if he/she so desires.
- C. **Loan Payments**  
The District will make provisions so that each teacher, when applying for a loan from the New York State Teachers' Retirement System may request to repay the loan through payroll deduction.
- D. **Cafeteria Plan (IRS-125)**  
The District shall make available an IRS-125 (POP) Plan in school year 1995-1996 at no cost to the teacher, and in 1996-1997 the District shall make available an IRS-125 Cafeteria Plan at no cost to the teacher.

### **ARTICLE XIII – ACADEMIC AND INDIVIDUAL FREEDOM**

- A. The parties seek to educate young people in the democratic tradition. It is recognized that these values can be best transmitted in an atmosphere which provides for free inquiry and learning, and in which academic freedom for teacher and student is encouraged. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigations, and interpretations of facts and ideas, subject only to accepted standards of professional ethics and educational responsibility within New York State K-12 public schools. This does not preclude the right and obligation of administration to question, consult, and advise whenever administration feels it is necessary.
- B. The private and personal life of a teacher is not within the appropriate concern or attention of the Board of Education and administration except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.

### **ARTICLE XIV – TEACHER EMPLOYMENT**

- A. **Hiring Principles**  
It is hoped that the Board of Education will consult with the Association when hiring a Superintendent.

### **ARTICLE XV – PUPIL BEHAVIOR**

- A. Each teacher is required to maintain appropriate pupil behavior at all times so that the objectives of training for self-discipline and individual responsibility may be realized and a favorable climate for learning may exist. To this end, the teacher knows the value of careful planning, good organization, and thorough preparation for teaching the lesson.
- B. When a pupil exhibits any marked deviation from good behavior, the teacher uses the techniques most appropriate to the occasion to correct and instruct the pupil in the proper mode of conduct. Recognizing that deviate behavior is sometimes a symptom of serious

maladjustment, he/she seeks the cause of the difficulty. When, in spite of the teacher's best efforts at correction a pupil continues to misbehave, the teacher shall discuss the case with the building principal for his/her advice and assistance. If the case is serious enough to warrant further investigation by the building principal, the teacher should submit a written report on the pupil's behavior and the action he/she has taken. Correspondingly, the administrator should submit a written report to the teacher or hold a conference with the teacher outlining the action he/she has taken.

- C. Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence and deliberate insubordination. Such cases are referred immediately to the principal for appropriate action with a verbal or written explanation from the teacher as to the nature of the violation. Final decisions rest with the principal after consultation with the student, parents, teachers, and administration.

## **ARTICLE XVI – TEACHER PROTECTION**

Section 3023 reads as follows:

- A. Notwithstanding any inconsistent provision of Law, general, special or local, or the limitation contained in the provision of any city charter, it shall be the duty of each Board of Education, trustee or trustees, in any School District having a population of less than one million, to save harmless and protect all teachers, practice teacher and members of supervisory and administrative staff or employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person or accidental damage to the property of any person within or without the school building, provided such teacher or member of the supervisory or administrative staff or employee at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of said Board of Education, trustee or trustees; and said Board of Education, trustee or trustees may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this State, or in any insurance company authorized by Law to transact business in this State, or such Board of Education, trustee or trustees may elect to act as self-insurers to maintain the aforesaid protection. (Sec. 3023)

The Board, however, must be given a copy of the summons or complaint by the teacher within ten (10) days of the time the teacher was served or the Board will not be subject to the duty imposed by this Section.

Also, Section 3028 of the Education Law provides, in part that: “. . . each Board of Education, trustee or trustees in the State shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a teacher, member of supervisory or administrative staff or employee in any civil or criminal action, or proceeding arising out of disciplinary action taken, against any pupil of the District while in the discharge of his/her duties within the scope of his/her employment . . .”

It should be noted that the Law requires defense of, but not the payment of awards against, employees, and applies to criminal as well as civil actions. Section 3028 also requires the filing of the summons or complaint with the Board within ten (10) days after its receipt by the employee.

- B. Any dispute concerning a student, parent and teacher involving a questionable previous decision or action taken by the teacher shall be discussed privately between the teacher and the administrator. Prior to the administrator taking any formal disciplinary action, which means insertion of a letter in a teacher's folder describing the discipline, a conference will be held informing the teacher of the action to be taken. The teacher will have Association right of representation at this conference.
- C. No action shall be taken upon any complaint by a parent or a student directed towards a teacher, nor shall any notice thereof be included in said teacher's personnel file, until written and signed by the teacher. Such signature is solely to signify that the teacher has read the written report. If a teacher disagrees with the material, a written answer must be filed within ten (10) days after the teacher has signed the material. The answer shall be reviewed by the Superintendent and attached to the file copy.

#### **ARTICLE XVII – POSITIONS IN SUMMER AND EVENING SCHOOL**

- A. The Superintendent agrees to give preference to the Delaware Academy and Central School teaching staff for employment in Summer School and Evening School, in their areas of certification and present employment.
- B. All teachers interested in teaching in Summer School shall apply in writing for positions no later than March 1. All teachers interested in teaching Evening School shall apply in writing for positions no later than September 15.
- C. All Summer School teachers will be paid at the rate of twenty-six dollars and ten cents (\$26.10) per hour.

#### **ARTICLE XVIII – SENIORITY**

- A. To paraphrase Educational Law, a position no longer necessary to a school system may be abolished by a Board of Education. If a position is abolished, the teacher with the least service within the tenure area of that position must be the person dismissed. The teacher's name then must be placed on a preferred eligible list and is entitled to reinstatement whenever within seven (7) years a vacancy in a similar position occurs.

Also, the abolishment must be in good faith. A position cannot be abolished merely by a change in title of a position, or as a means of removing a teacher without a hearing.

#### **ARTICLE XIX – ASSOCIATION RIGHTS**

- A. The third Thursday of each month will be reserved for an Association meeting. The meeting may be held in the school building without cost to the Association.

- B. The Association will be provided with a copy of the Board's personnel policy.
- C. Copies of this Agreement will be prepared at District expense and distributed by the Superintendent. One (1) copy shall be kept in the school safe. The District will give the Association fifty (50) extra copies.
- D. This Agreement constitutes Superintendent and Association policy for the term of said Agreement and the Superintendent and Association will carry out the commitments contained herein and give them full force and effect. If a term or condition of employment is changed, the impact of the change must be negotiated.
- E. A performance contract with an outside agency affecting the bargaining unit may not be entered into without the approval of the bargaining agent.
- F. A copy of all minutes of public meetings of the School Board will be sent to the President of the Association as soon as they are sent to the Board members.

#### **ARTICLE XX – MIDDLE SCHOOL**

Should the Delaware Academy and Central School move to a Middle School schedule, no terms or conditions of this Agreement shall be changed without first negotiating the impact of such a change.

#### **ARTICLE XXI – SABBATICAL LEAVE**

- A. **Policy**  
Sabbatical leaves for professional development may be made available to members of the academic staff who meet the requirements set forth in the sabbatical leave policy. The objective of such leave is to increase each person's value to the system and thereby improve and enrich its program. Such leave shall be regarded as a reward for service not as a vacation or rest period occurring automatically at stated intervals. It is recognized that a sabbatical leave of absence with pay is a fringe benefit for services previously rendered.
- B. **Purpose**  
Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing or other professional experience.
- C. **Eligibility**  
Members of the academic staff having continuing appointments, who have completed at least seven (7) consecutive years of service within the system or who, if they previously have had a sabbatical leave, have completed at least six (6) consecutive years of service within the system from the date of return from their last sabbatical leave, shall be eligible for sabbatical leave. In computing consecutive years of service for the purpose of this Section, periods of vacation leave and periods of sick leave of absences other than vacation leave and sick leave with salary, and periods of part-time service, shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

Members of the academic staff, who are conscripted or who enlist in the Armed Forces will have the time spent in active duty included toward the consecutive years of service.

- D. Not more than three percent (3%) of the total number of academic staff shall be on sabbatical leave in any school year.
- E. If a sabbatical leave is awarded, the teacher on sabbatical will receive one-half (1/2) of their per day contract salary for every paid contract day they are on sabbatical leave. Sabbatical leaves may only be granted for one-half (1/2) a school year or a full school year. Those on sabbatical leave may, with the prior approval of the Superintendent and Board of Education, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purposes of their leaves. In such cases, the Superintendent may adjust the sabbatical leave salaries to reflect such income, either prior to or during the periods of such leave.
- F. **Application**  
Applications for sabbatical leave shall be submitted to the Chief Administrative Officer of the school concerned as far in advance as possible of the requested effective date of the leave, but in no event later than March 1 if the applicant plans to leave in September, or by October 1 if the applicant plans to leave in January. Such requirements can be waived by the Superintendent and the Board of Education. Each application shall include a statement outlining the program to be followed while on leave and shall indicate any prospective supplementary income. A report is to be submitted on the first day of the month following the applicant's return to service.
- G. **Approval**  
Application for sabbatical leave will be granted upon recommendation by the Superintendent and approval by the Board of Education. All sabbatical leave applications will be judged on merit of the plan submitted and the merit of the previous service rendered by the applicant.
- H. **Substitutes**  
Persons on sabbatical leave shall not be required or permitted to contribute toward the salary of substitutes during their absence.
- I. **Status While on Sabbatical Leave**  
The individual on a sabbatical leave is considered to be in the employ of the Board of Education and shall have a salary agreement. The individual on a sabbatical leave is entitled to any benefits provided by the Board of Education.
- J. On return from sabbatical leave the individual is to be restored to his/her former position. Any individual on a sabbatical leave is allowed credit toward retirement for time spent on sabbatical leave.
- K. A teacher receiving a sabbatical must return for two (2) years or repay the District its cost of the sabbatical.

## ARTICLE XXII – TUITION POLICY

Unit members not residing in the District who wish to have their children attend District school will have all tuition charges waived. Acceptance of such students will be subject to Board policy. All children of staff members currently enrolled at Delaware Academy and Central School District are grandfathered in at their current school location. Once enrolled at a school location, the student may stay.

## ARTICLE XXIII – GRIEVANCE PROCEDURE

### A. Purpose

It is the desired objective of the parties to encourage the prompt and informal resolution of employee complaints in relation to the provisions of this Agreement as they arise, and to provide recourse to orderly procedure for the satisfaction of such grievances.

### B. Definitions

1. “*Grievances*” as used in this Agreement is limited to an alleged violation of the terms and conditions of employment within the provisions of this Agreement.
2. “*Days*” shall mean days on which school is in session.
3. “*Principal*” shall mean building principal.
4. “*Association*” shall mean Delaware Academy and Central School Faculty Association.
5. “*Aggrieved Party*” shall mean any teacher, group of teachers, or Association representative employed by the District filing a grievance. Grievant cannot change after grievance is filed.
6. “*Party in Interest*” shall mean any teacher or group of teachers named in the grievance who is not the aggrieved party.
7. “*Representative*” shall mean any representative of the aggrieved party, must be approved by the Association.

### C. Grievance Procedure

#### Level 1 – Informal Meeting

A grievance will first be discussed with the aggrieved person’s principal, with the objective of resolving the matter informally, at which time the aggrieved person may:

1. Discuss the grievance personally, or
2. Request the Association representative to accompany him/her, or
3. Request the Association representative to act in his/her behalf.



Failure to present a grievance within twenty (20) days after the occurrence of the claimed grievable event or of the aggrieved person's first knowledge of that event shall result in a waiver of all rights involved.

Within five (5) days after the informal discussion if the aggrieved person would like a written response, the aggrieved person must submit the grievance in writing to the person's principal. If the aggrieved party files a grievance, the grievance must specifically state exactly which Article, Section and sentence of the contract has been violated and state in a detailed manner exactly how the contract was violated. Three (3) days after the receipt of the grievance the aggrieved party will meet with the building principal(s) at Level 1. Ten (10) days after the written presentation of the grievance to the principal, he/she shall make his/her decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the Association, and to the Superintendent.

#### Level 2 – Superintendent's Review

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, he/she may within five (5) days file with the Clerk of the District an appeal in writing on forms supplied by the District requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance and a statement of why the determination of Level 1 was unsatisfactory.

The Superintendent or his/her designee shall meet with the employee and his/her representative (if the employee desires a representative) at a reasonable time and place designated by the Superintendent within five (5) days after the presentation of the appropriate appeal documents to the Clerk's office. Such meeting shall be an attempt to resolve the grievance.

Within ten (10) days after such meeting or meetings, the Superintendent or his/her designee shall make a decision in writing, setting forth his/her conclusions with respect to the grievance, and setting forth his/her reasons for such conclusion. A copy of such decision shall be given to the employee, the Association, and the Clerk of the District.

A grievance may not be pursued beyond Level 2 of the grievance procedure without the support and approval of the Association.

#### Level 3 – Board of Education

If the aggrieved employee is not satisfied with the decision at Level 2, an appeal may be filed in writing with the Board within fifteen (15) school days after receiving the decision at Level 2 on forms supplied by the District.

Within twenty (20) days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing will be conducted in Executive Session.

Within five (5) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

**Level 4 – Arbitration (Binding)**

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level 3, he/she may within ten (10) days file with the Clerk of the District, an appeal in writing, on forms supplied by the District, requesting his/her grievance to be submitted to arbitration. Such request shall include, among other things, a summary of the grievance and a statement of why the determination on Level 3 was unsatisfactory.

Within ten (10) days after receipt of the appeal, the Board and the Association will agree upon a mutually acceptable Arbitrator competent in the area of the grievance and will obtain a commitment from said Arbiter to serve.

In the event the parties cannot agree on an Arbiter, they shall request a list of Arbiters from the American Arbitration Association. The parties will then be bound by the rules and proceedings of the American Arbitration Association in the selection of an Arbiter.

The Arbiter will have authority to hold hearings and make procedural rules. The aggrieved employee, the Association and the Superintendent shall have a right to be heard at such hearings. Any of the above parties have a right, as well as the Arbiter, to request a written transcript of such hearings. The Arbiter may request and obtain from the various parties all pertinent information not privileged by Law, in their possession or control, and which is relevant to the issues raised by the grievance. All hearings held shall be made concerning the progress of the hearings.

The Arbiter's report shall be submitted in writing to the Board, the employee, and the Association, and shall set forth his/her findings of fact, reasonings, conclusions and decisions on the issues submitted.

The Arbiter shall have no power or authority to make any decisions which require the commission of an act prohibited by Law or pertaining to tenure or which shall be violative of the terms of this Agreement. The decision of the Arbiter is binding on either party.

The expenses of the Arbitration, including the Arbiter's fees, his/her expenses, a transcript of the hearings, etc., shall be shared equally by the Association and the Board, if the Association signed the appeal to Level 4. If the Association did not sign the appeal to Level 4, the expenses shall be shared equally by the Board and the aggrieved person(s).

**ARTICLE XXIV – SALARY SCHEDULE**

**A. 1. Starting Salaries**

2005-2006	thirty-two thousand thirty-one (\$32,031)
2006-2007	thirty-two thousand eight hundred thirty-two dollars (\$32,832)
2007-2008	thirty-three thousand eight hundred seventeen dollars (\$33,817)

## Returning Salaries

2005-2006	3.31% times 2004-2005 salary plus longevity increase where applicable
2006-2007	3% times 2005-2006 salary plus \$470
2007-2008	four and one-quarter percent (4.25%) times 2006-2007 salary

2. All credit hours will have a value of thirty dollars (\$30) per credit hour in blocks of six (6). All new credit hours will be paid thirty dollars (\$30) per hour in blocks of six (6).
3. Pay dates will be every other Thursday.
4. Deductions will be the same from every paycheck.
5. Teachers may choose to be paid on a ten (10) or twelve (12) month basis.
6. Teachers presently employed in the District are asked to choose to be paid on either a ten (10) or twelve (12) month basis before June 30.
7. A teacher with six (6) years or more of service to the District as of June 30 of any school year will receive an additional three hundred fifty dollars (\$350) longevity stipend for the following school year. A teacher with twelve (12) years or more of service to the District as of June 30 of any school year will receive an additional four hundred fifty dollars (\$450) longevity stipend for the following school year. A teacher with eighteen (18) years or more of service to the District as of June 30 of any school year will receive an additional six hundred dollars (\$600) longevity stipend for the following school year. A teacher with twenty-two (22) years or more of service to the District as of June 30 of any school year will receive an additional seven hundred fifty dollars (\$750) longevity stipend for the following school year. A teacher with twenty-seven (27) years or more of service to the District as of June 30 of any school year will receive an additional one thousand dollars (\$1,000) longevity stipend for the following school year.

### Example:

Years of service means years working at Delaware Academy and has nothing to do with salary schedules, years of service in the retirement system or credit the District has given for years of experience before working at Delaware Academy. An employee working at another District for twelve (12) years and Delaware Academy for five (5) years is ineligible.

- B. **Prior Experience Credit**  
For prior service in excess of six (6) years, any salary adjustment may be granted at the discretion of the Superintendent. The School District will not pay in excess of experience unless the Association agrees.
- C. It is agreed that teachers may be held on step or at their present salary for unsatisfactory or non-improvement of performance. This procedure shall be subject to Article VII.,

Teacher Evaluation. Teachers will receive a one (1) year warning of such an action. This Article shall not apply to non-tenured teachers.

- D. Any teacher not having permanent certification after five (5) years and who has not made a sincere effort at obtaining permanent certification may be frozen at their present salary or on step.
- E. A teacher holding a permanent certificate shall be paid an additional five hundred fifty dollars (\$550). A teacher holding a Master's Degree shall be paid an additional five hundred fifty dollars (\$550).
  - 1. Teachers are asked to file a tentative listing of planned Summer courses with the Superintendent by May 15 for budgeting purposes.
  - 2. Teachers taking courses for college credit during the school year must obtain approval of said courses from the Superintendent prior to enrollment.
  - 3. Transcripts or proof of permanent certification given to the Superintendent on or before September 10 and December 10 will result in salary agreement adjustments for the remainder of the school year. Transcripts or proof of permanent certification received between December 11 and June 10 will result in a lump sum payment in June for work completed through or prior to the first semester.
  - 4. It is the responsibility of each teacher who becomes eligible for increments through additional work to notify the Superintendent of such work and to supply an official transcript from the institution attended.
  - 5. Any authorized Summer in-service, Summer planning or Summer curriculum work shall carry a compensation rate of one hundred dollars (\$100) per day. Payment shall be made within two (2) weeks of submitted claim form.
- F. Teachers without a Bachelor's Degree who are certified in their field of service will receive one hundred dollars (\$100) for each fifteen (15) hours of credit, subject to the above regulations.
- G. Credit for in-service training will be granted as follows:
  - 1. One (1) hour of credit will be granted for each ten (10) hours of in-service class work.
  - 2. A maximum of four (4) credit hours of in-service credit will be accepted for each block of twelve (12) credit hours.
    - a. In-service credits shall be paid in blocks of three (3) at the graduate credit rate or thirty dollars (\$30) per credit hour.
  - 3. Prior approval must be obtained from the Superintendent prior to enrollment in in-service programs.

4. Teachers completing in-service courses are responsible for providing the Superintendent with a statement from the instructor or the organization sponsoring the in-service program of satisfactory completion of the course.

H. Any member of the bargaining unit having an eleven (11) month position (regular teacher work year plus twenty [20] days), will receive an additional ten percent (10%) of their present salary step.

The additional days shall be mutually agreed to and approved by the Superintendent.

I. Guidance personnel should be paid at the teacher's scale plus ten percent (10%) of their present salary step for any extra month and a guidance differential of:

First year .....	Two hundred dollars (\$200)
Second year .....	Three hundred dollars (\$300)
Third year .....	Four hundred dollars (\$400)
Fourth year .....	Five hundred dollars (\$500)

J. Dues Deduction

1. The District agrees to such deductions from the salaries of its professional employees for dues of the National Education Association of New York (NEA/NY), the National Education Association (NEA), or any one, or combination of such Associations as teachers individually and voluntarily authorize the District to deduct.

2. The Association shall give the Business office a certified list of persons and the amount of dues to be deducted from each by October 1 of each year.

3. The District shall within ten (10) days following each pay period from which a dues deduction was made, transmit the amount so deducted to the Association. The first transmittal shall be accompanied by a listing of the members for whom deductions have been made, and the amount of each deduction. The Association shall be responsible for the final accounting of all dues receipts and distributions.

## ARTICLE XXV – COMPENSATION OF EXTRA DUTIES

### Activity Groupings

<u>Activity</u>	<u>2005-2006</u>	<u>2006 and beyond</u>
American Sign Language		VI
Art Club	V	IV
Book/Library Club		VI
Business Club		VI
Chess Club		VI
Class Advisor Freshman	VIB	V
Class Advisor Sophomore	VIB	V
Class Advisor Junior	IV	IV
Class Advisor Senior	IV	IV
Color Guard	VI	VI
Computer Club	VI	VI
Creative Writing Club MS	VI	VI
Creative Writing Club HS	VI	VI
Drama Club HS	V	V
Drama Club MS		VI
FCCLA	IV	IB
FFA	IIB	IB
History Club	V	V
Homework Club/Elementary		IV
Honor Society HS	V	V
Honor Society MS (2 shared)	IV	IV
Jazz Choir Accompanist	VII	VIB
Language Club (2)	V	V
Marching Band	V	V
Marching Band Assistant	VIB	VIB
Math Club	VI	VI
Musical Accompanist	VII	VII
Musical Choreographer	VII	VIB
Musical Director	III	IIB
Musical Stage Crew Manager	VII	VIB
Newspaper	VI	VI
Odyssey of the Mind		IV
SADD	IV	IV
Science Club	VI	VI
Ski Club HS	VI	VI
Ski Club MS	VIB	VI
Speech & Debate Club	V	IV
Stage/Jazz Band	V	V
Student Senate HS	IV	IV
Student Senate MS	V	V
Vocal Director/Jazz Choir/Musical Asst.	III	IIB
Yearbook HS Out of class	IB	IB
Yearbook HS In and Out of class	IV	IV
Yearbook MS Out of class	IIB	IIA
Yearbook Assistant		IV

- A. It is recommended that qualified personnel be sought to assume chaperoning responsibilities at all athletic events and dances, and that compensation for such be included in the schedule of extra-curricular activities. Should it not be possible to obtain permanent chaperones as stated, the following methods of selection will be used.
1. Faculty members working with Grades K-12 will be considered. It is also hoped that both male and female teachers will volunteer to help out.
  2. For home games and away games, all chaperoning will be done on a volunteer basis. If not enough teachers volunteer, assignments may have to be made from Grades 7-12.
  3. Schedules shall be made far enough in advance so that each individual concerned may plan accordingly. Fall assignments shall be made in the previous June if possible.
  4. Assignments shall not be made for "activities" occurring during vacations without the consent of the persons involved.
  5. Compensation for all chaperoning of athletic events will be at the following rate:  
Nineteen dollars and eighty-eight cents (\$19.88) per hour in 2005-2006;  
Twenty dollars and sixty-eight cents (\$20.68) per hour in 2006-2007;  
Twenty-one dollars and fifty-six cents (\$21.56) per hour in 2007-2008.
  6. Compensation for the chaperoning of dances and other events needing chaperones (as determined by administration) will be at the following rate:  
Nineteen dollars and eighty-eight cents (\$19.88) per hour in 2005-2006;  
Twenty dollars and sixty-eight cents (\$20.68) per hour in 2006-2007;  
Twenty-one dollars and fifty-six cents (\$21.56) per hour in 2007-2008.
- B. Payment will be made following the end of the Fall, Winter and Spring sports seasons.
- C. These are yearly appointments. Tenure not granted in any extra-duty area.
- D. Coaching salaries contingent upon a minimum of four (4) practices and/or contests a week.
- E. Guidelines for Determining New Position or Changed Position Pay Grouping for Sports and Co-Curricular Activities:
1. The Delaware Academy Faculty Association will approach the Administration or vice versa with a proposal for a position with a brief description and estimated hours expected.
  2. The Association President, Negotiations Chair and an Administration Representative will meet to determine an appropriate pay group. If they all agree, the position should be created and signed off on.

3. The proposed position shall be presented to the board for funding.
4. The agreement including the description, estimated hours, and pay group will be written up as a binding "Memorandum of Understanding" between the Faculty Association and the Board of Education which will be in effect until the beginning of the next contract, which it will automatically be incorporated into.



Sports Group Position

IA	Football Wrestling	Varsity Head Coach Varsity Head Coach
IB	Basketball Cross Country Volleyball Indoor Track Swimming Spring Track Football Wrestling	Varsity Head Coach Varsity Head Coach (Boys and Girls) Varsity Head Coach Varsity Head Coach (Boys and Girls) Varsity Head Coach Varsity Head Coach (Boys and Girls) Assistant or Junior Varsity Assistant or Junior Varsity
IIA	Field Hockey Soccer Baseball Softball Basketball Volleyball Indoor Track Spring Track	Varsity Head Coach Varsity Head Coach Varsity Head Coach Varsity Head Coach Junior Varsity Junior Varsity Assistant (Boys and Girls) Assistant (Boys and Girls)
IIB	Tennis Permanent Winter Chaperone	Varsity Head Coach (Boys or Girls)
III	Golf Field Hockey Soccer Baseball Softball Spring Track Freshman Basketball Basketball Cheerleading	Varsity Head Coach Junior Varsity Junior Varsity Junior Varsity Junior Varsity Specific Event Coach (Boys and Girls, 7-12)
IV	Modified Coaching (Grades 7-8) Swimming Field Hockey Football Soccer Tennis Cross Country (Boys and Girls) Basketball Volleyball Wrestling Baseball Softball Track	
V	Football Cheerleading	
VI	Weight Training (12 weeks-3 Sessions / wk – 1 hour minimum) Volleyball (Boys – Short Season)	
VII	Short Term Intramurals	

YEARS OF COACHING / CO-CURRICULAR EXPERIENCE

2005-2006

Group	Years 1, 2	Years 3-10	Years 11+
IA	\$3578	\$4348	\$5025
IB	3290	4063	4768
IIA	2547	3599	3966
IIB	2239	3188	3578
III	1960	2911	3314
IV	1526	2352	2759
V	1162	1812	2192
VI	875	1404	1690
VIB	500	800	1000
VII	272	448	704

2006-2007

Group	Years 1, 2	Years 3-10	Years 11+
IA	\$3721	\$4522	\$5226
IB	3421	4226	4959
IIA	2649	3743	4124
IIB	2329	3315	3721
III	2039	3027	3447
IV	1587	2447	2869
V	1208	1884	2280
VI	910	1460	1758
VIB	520	832	1040
VII	283	466	732

2007-2008

Group	Years 1, 2	Years 3-10	Years 11+
IA	\$3879	\$4714	\$5448
IB	3566	4405	5170
IIA	2761	3903	4299
IIB	2428	3456	3879
III	2125	3156	3594
IV	1654	2551	2991
V	1259	1964	2377
VI	948	1522	1832
VIB	542	867	1084
VII	295	486	763

**ARTICLE XXVI- DURATION OF AGREEMENT**

The parties agree that all negotiable items have been presented at the table and have been discussed during the negotiations leading to this Agreement. The parties, therefore, agree negotiations will not be reopened on any item, whether contained herein or not during the term of this Agreement, unless by mutual consent.

The provisions of this Agreement shall be effective as of July 1, 2005 and shall remain in full force and effect until June 30, 2008. The provisions of this Agreement will remain in full force and effect until a successor Agreement is negotiated between the parties, but for no more than one (1) year beyond the stated expiration date.

For the Association

For the District

Donald H. Sanford  
President  
Delaware Academy Faculty Association

Les. J. Mack  
Superintendent of Schools  
Delaware Academy and Central School  
District

9/29/05  
Date

9/29/05  
Date

## ADDENDUM I:

### MEMORANDUM OF AGREEMENT

Between the  
Delaware Academy Faculty Association  
And  
Delhi Central School District

#### 403(b) Non-elective Employer Contribution

The undersigned parties hereby agree as follows:

1. This Memorandum of Agreement shall be effective retroactive to June 25, 2005 upon its signing by the parties, and shall be in effect from that date until July 1, 2006, unless or until it is modified and/or extended by mutual agreement between the parties.
2. **Remittance** The employer agrees to make a non-elective employer contribution for those members of the Association who avail themselves of the district's negotiated retirement incentive, the contract retirement incentive, and/or payment in reimbursement of accumulated leave days. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within 30 days of retirement.
3. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) except as described herein. (see paragraph 8)
4. The contribution will be placed into a mutually agreed upon 403(b) Program subject to any restrictions that the Provider or Providers may place on said contributions. The Provider will assure the District and Association it is capable of transferring with twenty-four (24) hours of receipt of such funds, the employer contribution to any 403(b) program selected by an individual employee, without any further charge to the employee. The contribution amounts for the retirement incentive and/or accumulated leave days are enumerated in the Collective Bargaining Agreement.
5. For the purpose of this Memorandum of Agreement, contribution will be made to one or more Providers agreed upon by the District and the Association, and approved by the Board of Education.
6. The contribution(s) shall be subject to the contribution limits as outlined in the Internal Revenue Code.
7. For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employee contributions will be reported as non-regular compensation to the New York State Teachers Retirement System (TRS).
8. In the event that the proposed contribution exceeds acceptable contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of the retirement.
9. The Employee and the Association shall hold the District harmless for any penalties, assessments, costs, or losses due to the acts or omissions of the Provider or any non-District personnel.
10. In agreeing to adopt (and/or modify) the Plan noted in this memorandum of Agreement, the District makes to independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Association, its agents, representatives, or other parties.

11. The foregoing shall be subject to approval by the Board of Education, which shall consider and determine, by resolution, the adoption of such plan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each, by, and through their respective authorized personnel as of the date and year specified herein.

 8/23/05  
Delhi Central School District

 8/24/05  
Delaware Academy Faculty Association