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NEGOTIATED AGREEMENT

Between The

**DOWNSVILLE CENTRAL SCHOOL
BOARD OF EDUCATION**

And The

**DOWNSVILLE TEACHERS'
ASSOCIATION**

July 1, 2005 through June 30, 2009

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

51

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ARTICLE 1 – PREAMBLE

The Downsville Central School District Board of Education and the Downsville Teachers' Association firmly believe that the primary function of the Board and its professional staff is to assure each student attending the Downsville Central School the highest level of educational opportunities obtainable. The Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communication exist between the Board and its professional staff.

ARTICLE 2 – RECOGNITION

- A. The Board, in order to recognize a Teacher Organization as exclusive representative of all professional employees, including Licensed Teaching Assistants (hereinafter the L.T.A.s), requires satisfactory evidence that the organization in fact represents a majority of such professional employees. 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 Civil Service Law. By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the majority of the professional employees in the District, the Board hereby recognizes the Association as the exclusive negotiating agent for all professional employees employed by the District with the exception of the Superintendent and the Building Principal.
- B. The legal rights inherent in the State School Code and in rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by the Agreement.

ARTICLE 3 – NEGOTIATION PROCEDURES

- A. The recognition constitutes an Agreement between the Board and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and Association recognize that they must operate in accordance with all laws and statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such laws and statutes.
- B. **Negotiating Teams**

Designated representative(s) of the Board will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory Agreements.
- C. **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 forty-five (45) days after January 1. In any given school year such request shall be made on or before January 1. All issues for negotiation

shall be submitted in writing by the second meeting. All meetings shall be called at times mutually agreed to by the parties.

D. Meetings

Designated representative(s) of the Board 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. Issues shall be negotiated until an Agreement is reached or until an Impasse is reached. Meetings shall be arranged at two (2) week intervals or less, but may be altered by mutual consent. Meetings shall not exceed three (3) hours, but may be extended by mutual Agreement. These meetings shall be held at a time other than when school is in session.

E. Exchange of Information

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

F. Consultants

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

G. Resolving Differences

In the event an Agreement is not reached by negotiations after full consideration of proposals and counter proposals one hundred twenty (120) days prior to the end of the fiscal year, technical Impasse is deemed to exist. The dispute may be submitted to the Public Employment Relations Board pursuant to the provisions of the Civil Service Law, or by mutual Agreement, the parties may continue to negotiate toward an Agreement.

H. Individual Rights and Limitations

Because the Association is the sole negotiating agent, an individual teacher or teachers cannot negotiate with the Board on terms and conditions of employment affecting the professional staff.

I. Copies of the Agreement

Copies of the Agreement shall be printed at the expense of the Board of Education and given to each teacher within thirty (30) days of the execution. Fifteen (15) additional copies plus those needed for distribution to any new faculty will be provided to the Association at the expense of the Board.

ARTICLE 4 – TEACHER / ADMINISTRATIVE LIAISON

- A. Whenever a vacancy occurs in the teaching staff or a new position is created, the Superintendent shall inform the Association of such openings by posting notices in both the main office and the faculty room. Any certified currently employed teacher who is interested in a posted vacancy shall notify the Superintendent within five (5) school days. Certification is required by the start of employment, not at the time of application.
- B. An Advisory Committee of Association members, administrators, and Board members shall meet whenever requested by any one of the parties to discuss educational priorities for the good of the District. The Board and the Association will appoint respective Committee members of their organizations. Representatives of the parties will meet prior to a meeting to establish an agenda.
- C. A summary of all anticipated schedule changes in the school day shall be distributed to all teachers at least forty-eight (48) hours prior to such changes.

ARTICLE 5 – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Visitation and Conferences

Teachers shall be encouraged to attend conferences and visit other schools or programs. With prior approval of the Superintendent, teachers may attend conferences and visit other schools or programs without loss of pay or leave time. Written reports of all conferences shall be submitted to the Superintendent making recommendations on how their observations could be used to the advantage of pupils of Downsville Central School. The IRS standard mileage rate or use of a school vehicle with necessary gasoline will be allowed. Up to one hundred twenty-five dollars (\$125) per day for room and meal expenses will be paid for by the Board, in addition to registration fees, if any, when claim forms and original receipts are submitted.

B. Mentor Program

A joint Mentor Board composed of two (2) teachers selected by the Association and two (2) members appointed by the District will be responsible for matching a teacher mentor with the educator being mentored pursuant to the Downsville Central School Teaching Mentor Procedure.

1. The Mentor Board will review the Downsville Central School Teaching Mentor Procedure annually, communicate recommended modifications to the Downsville Teacher's Association, and make recommendations for modifications to the Superintendent.
2. All decisions of the Mentor Board shall require consensus of the membership.

3. Teaching mentors will receive a stipend of:
 - (a) Three hundred fifty dollars (\$350) per semester in 2005-2006
 - (b) Four hundred dollars (\$400) per semester in 2006-2007
 - (c) Four hundred fifty dollars (\$450) per semester in 2007-2009

C. Orientation

Orientation days for non-tenured teachers will not be compensated in the teacher's first year when they occur prior to the start of the school year. In subsequent years while non-tenured, orientation days occurring prior to the start of the school year will be compensated at the BOCES professional development per diem rate.

ARTICLE 6 – TEACHING HOURS AND TEACHING LOAD

- A. All faculty members will attend all regularly scheduled faculty meetings unless they are absent from school, enrolled in a course which meets on that date, or are specifically excused by their administrator. If a faculty meeting is canceled and rescheduled, forty-eight (48) hours notice must be given, except in an emergency.
- B. Every teacher shall plan lesson plans and teacher course content in the manner consistent with the District goals and policies as contained in the District Policy Manual.
- C.
 - (1) The school year will not exceed one hundred eighty-one (181) days and will fall between September 1 and June 30. Any professional development days beyond the one hundred eighty-one (181) days shall be voluntary and paid at the BOCES professional development per diem rate.
 - (2) The school calendar will be developed mutually by the Administration and an Association Committee, and shall be as consistent as possible with the BOCES calendar. Final approval/disapproval shall be determined by the Board. A copy of the Calendar will be included in each year's handbook.
- D. The school day will be:

Monday, Wednesday, and Thursday: 7:40 a.m. – 3:05 p.m.
Tuesday: 7:40 a.m. – 3:20 p.m.
Friday: 7:40 a.m. – 2:50 p.m.

No meetings will occur after student dismissal on Friday.
- E. The workday of teachers shall begin ten (10) minutes prior to the first morning bell and end no sooner than ten (10) minutes after busses have departed, except for special assignments or meetings.

F. All teachers and L.T.A.s shall be entitled to a thirty (30) minute, duty free, uninterrupted lunch period in accordance with State standards.

G. In a traditional nine (9) period day:

1. The teaching load in Junior and Senior High School shall consist of no more than six (6) periods per day. If a teacher is assigned the sixth teaching period, there shall be no study hall assignment, unless mutually agreed upon by both parties. The Junior and Senior High teachers assigned a sixth period will receive a stipend of two thousand five hundred dollars (\$2,500) for the school year for that additional class. Junior and Senior High teachers shall have one (1) conference period per day the length of a regular class period during which they will not be assigned to any other duties.
2. Those Junior and Senior High teachers who have more than four (4) preparations on any given day in the six (6) day cycle will receive a stipend of five hundred dollars (\$500) per semester (pro-rated for less than a full six [6] day cycle). A preparation is defined as a course requiring entirely different materials than another course. For example, Academic Intervention Service (AIS) will not be considered a preparation and a science laboratory will be considered a preparation if it is a separate period.

OR

In a semestered/block schedule:

1. The teaching load in Junior and Senior High School shall consist of no more than three (3) double blocks per semester (based upon a six [6] day cycle). If a teacher is assigned the sixth teaching double block, there shall be no study hall assignment unless mutually agreed upon by both parties. The Junior and Senior High teachers assigned a sixth double will receive a stipend of two thousand five hundred dollars (\$2,500) for the semester for that additional class (pro-rated for fractions of a full period). Junior and Senior High teachers shall have one (1) preparation/conference period per day the equivalent of a double block during which they will not be assigned to any other duties.

The following apply only if a teacher teaches three (3) double blocks each semester:

- (a) Those Junior and Senior High teachers agreeing to teach a single block (for the entire school year) in addition to three (3) double blocks will receive a stipend of two thousand dollars (\$2,000) for the school year for that additional class (pro-rated for less than a full year).
- (b) Those Junior and Senior High teachers who do not have a single block teaching assignment agreeing to assume supervisory duties will receive a stipend of five hundred dollars (\$500) for the school year for the additional assignment (pro-rated for less than a full year or for less than a single block).

- (c) Junior and Senior High teachers will be assigned no more than one (1) new course per semester unless agreed upon by the teacher. New course is defined as a new course offered at Downsview Central School. New teachers are excluded from this provision.
2. Those Junior and Senior High teachers who have more than two (2) preparations on any given day in the six (6) day cycle will receive a stipend of five hundred dollars (\$500) per semester (pro-rated for less than a full six [6] day cycle). A preparation is defined as a course requiring entirely different materials than another course. For example, Academic Intervention Services (AIS) will not be considered a preparation and a science laboratory will be considered a preparation if it is a separate period.
- H. Elementary teachers shall likewise have at least one (1) preparation period and one (1) conference period per day, the length of a regular Elementary class period of not less than thirty (30) minutes each. When possible, preparation and conference periods shall not be back to back. Elementary teachers shall have a minimum of three hundred ninety (390) minutes of preparation/conference time per week or in a six (6) day cycle, a minimum of four hundred sixty-eight (468) minutes of preparation/conference time per cycle. Lunch duty and recess duty will not occur on the same day. Those Elementary teachers agreeing to teach an additional class period, either at the Elementary or Junior and Senior High levels will receive a stipend of two thousand dollars (\$2,000) for the school year for that additional class. In addition, they will be relieved of all lunch and recess duties. If the teacher agrees to assume a supervisory duty which reduces his/her preparation/conference time from the above minimums, he/she will receive a stipend of five hundred dollars (\$500) for the school year for the additional assignment. (The amount of the stipend will be computed as the total number of minutes a teacher's preparation/conference time is reduced from either three hundred ninety [390] minutes for a five [5] day cycle or four hundred sixty-eight [468] minutes for a six [6] day cycle divided by either one hundred fifty [150] minutes for a five [5] day cycle or one hundred eighty [180] minutes for a six [6] day cycle times five hundred dollars [\$500].)
- I. Homeroom duties shall be divided as equitably as possible among all teachers in the school.
- J. Teacher supervision of official extra-curricular activities shall be divided as evenly as possible.
- K. Elementary classroom teachers will not be required to remain in the classroom while a special teacher is teaching.
- L. Teachers will be notified of their assignments for the coming year by the close of school in June. These assignments shall include subjects to be taught, class advisorships, club advisors, homeroom assignments, and coaching assignments (sports and dramatics). If a change must be made after June, the teacher will be notified in writing by August 1 whenever possible, and if the course is newly instituted and has not been taught for the past school year, the teacher assigned to that course will be able to request supplies to fit

the needs of the new course. Final approval/disapproval of said supplies shall be determined by the Board.

- M. Any teacher whose schedule includes both Elementary and Secondary assignments shall have at least one (1) preparation period and one (1) conference period per day, the length of not less than thirty (30) minutes each. Those teachers will have a minimum of three hundred ninety (390) minutes of preparation/conference time per week or in a six (6) day cycle, a minimum of four hundred sixty-eight (468) minutes of preparation/conference time per cycle. If the teacher agrees to assume a supervisory duty which reduces his/her preparation/conference time from the above minimums, he/she will receive a stipend of five hundred dollars (\$500) for the school year for the additional assignment. (The amount of the stipend will be computed as the total number of minutes a teacher's preparation/conference time is reduced from either three hundred ninety [390] minutes for a five [5] day cycle or four hundred sixty-eight [468] minutes for a six [6] day cycle divided by either one hundred fifty [150] minutes for a five [5] day cycle or one hundred eighty [180] minutes for a six [6] day cycle times five hundred dollars [\$500].)
- N. All full-time L.T.A.s will have a minimum of one (1) preparation period of thirty (30) minutes daily.
- O. Collaborative Team Meetings are excluded from supervisory duties.
- P. An approved independent study course may be offered during a teacher's preparation time or at the same time as a regularly scheduled course. Any teacher agreeing to supervise an independent study for a student (or a maximum of three [3] students) will be compensated nine hundred dollars (\$900) for a one (1) credit course. Courses of less than one (1) credit will be pro-rated.

ARTICLE 7 – CLASS SIZE

An effort will be made to control class size, both Elementary and Secondary, in accordance with New York State recommendations.

ARTICLE 8 – REQUISITIONS

- A. Teacher's recommendations will be seriously considered when a choice of textbooks and teaching materials is made.
- B.
 1. Teachers will be notified of their tentative assignments and their budgetary allocation by December 15 for the following year.
 2. Any request and rationale for increase in allocations must be made in writing to the Superintendent by January 15.
 3. Teachers must submit their requisitions to the Superintendent by May 1.

- C. Teachers will be notified as soon as possible if their requisitions are rejected. Teachers have the right to appeal said rejections to the Superintendent.

ARTICLE 9 – TEACHER EVALUATION AND RECORDS

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. Any prepared evaluation will be discussed in a conference with the teacher and the evaluator.
1. There will be at least three (3) evaluations of probationary teachers per year. Tenured teachers will be observed a minimum of one (1) time per year.
 2. The first evaluation will be preceded by a conference between the teacher and the evaluator, at which time the evaluator will discuss his/her educational views and expectations, and provide the teacher with a copy of the evaluation form. The teacher will provide the lesson plan for the lesson to be observed. The teacher and the evaluator will mutually agree to a date to be evaluated.
 3. All observations/evaluation reports will be filed in the teacher's confidential folder. Each teacher will sign his/her evaluation/observation report before it is placed in the file to certify that the report has been reviewed by the teacher. If the teacher has a rebuttal which he/she wishes to place in the folder, this also will be signed by both parties. Teachers will have access to these reports as well as other non-confidential information contained in their personnel file. Copies of evaluations shall be submitted to the teachers within ten (10) school days from the time of the evaluation. The signed evaluation shall be returned by the unit member within ten (10) school days from receipt for placement in their personnel file. In the event the teacher fails to sign the evaluation, it will be placed in the teacher's personnel file noting the failure of the employee to sign the evaluation.
 4. The District administration shall meet with each probationary teacher within three (3) months after the beginning of each probationary year to discuss the following:
 - (a) Expectations of the administration regarding the performance standards to be met by probationary teachers before tenure can be granted.
 - (b) Review of the probate's past performance.
 - (c) Suggestions and/or strategies the probate can employ to meet the expected performance standards of the administration.
 5. All L.T.A.s will be observed at least once a year.
 6. The District and the Association understand that the Regulations of the Commissioner require that the Superintendent, in consultation with others, shall develop formal procedures for the review of the performance of all professional personnel, excluding allowed exceptions. (Annual Professional Performance Review)

A Committee of two (2) District representatives and two (2) Association representatives shall be formed to bring Article 9 of this Agreement into compliance with the adopted procedures. The Committee's recommendations must be approved and ratified by both parties.

B. Dismissal Procedures

1. No tenured teacher will be dismissed except for just cause.
2. No probationary teacher will be terminated during their probationary period without the following:
 - (a) At least sixty (60) days' notice before the effective date of termination.
 - (b) Right to receive a statement of written reasons upon request.
 - (c) Reasons to be derived from material in the employee's file.
 - (d) Right to a hearing before the Board of Education upon request and to be represented by counsel of employee's choice.

C. Tenure

If a teacher is to be granted tenure, he/she must be notified by the Superintendent sixty (60) days prior to the end of his/her probationary period.

- D.** Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which may result in administrative action will be promptly called to the attention of the teacher before said action is taken.
- E.** All first year teachers and teachers going on tenure shall have a physical examination. A statement of acceptability to teach will be placed in the teacher's file. All other information will remain confidential property of the Doctor. The School Physician shall be made available for these examinations after school begins in September.
- F.**
1. The probationary period for L.T.A.s is two (2) years during which Article 9, B. 2, shall apply.
 2. No permanent L.T.A. will be dismissed without just cause.

ARTICLE 10 – SICK LEAVE

- A.** Each teacher shall be entitled to fifteen (15) days sick leave per annum at full salary for personal illness. Annual sick leave of fifteen (15) days shall accumulate without maximum. First, second, and third year teachers shall be entitled to an additional eight (8) days per year, non-cumulative. All accumulated sick leave credited to each teacher shall be carried over.

- B. The Board of Education may request a health certificate from the teacher's physician indicating that the teacher is capable of assuming duties when returning from any leave.
- C. The Board of Education may request a health certificate from the teacher's physician in case of absence from work for over three (3) consecutive school days to certify the reason for the absence or the teacher's fitness to return to duty.
- D. Maternity illness or disability shall be treated as any other temporary illness or disability.
- E. Payment for Unused Sick Leave

Payment for unused sick leave will be made to retiring teachers who have served at least ten (10) years in this School District. A rate of fifty dollars (\$50) per day shall be paid for all unused sick leave. The teacher must notify the Board of Education in writing of his/her intention to retire at least one hundred twenty (120) calendar days prior to the effective date of his/her retirement to be eligible for this payment, unless unforeseen sickness or disability prevents this. The payment shall be made in equal installments in October and November of the budget year following retirement.

If a unit member dies (excluding suicide) while an active teacher or licensed teaching assistant and has served at least ten (10) years, the estate shall be paid at the rate of fifty dollars (\$50) for all sick leave.

F. Sick Leave Bank

1. A Sick Leave Bank shall be established in which any teacher covered by the terms of this Agreement may elect to participate. A teacher electing to participate shall submit in writing to the employer by October 1 of a given school year a waiver of up to two (2) days from that year's sick leave allowance to be placed in the Bank. This waiver will remain in effect until withdrawn. Teachers who have not contributed any days to the Bank will be ineligible to withdraw days from the Bank.
2. A teacher who has contributed to the Sick Leave Bank will be eligible to apply for and receive up to ten (10) days sick leave for each day contributed up to a maximum of sixty (60) days in any given school year, provided sufficient days are in the Bank to cover requested withdrawals. Participating members may only borrow days after all available leave time (i.e. sick and personal leave) has been depleted.
3. The Sick Leave Bank will cover only personal illness incidents. Withdrawals from the Bank shall be limited for the exclusive purpose of reducing hardship upon a teacher due to a serious illness, accident or disorder requiring long absence from employment, other than job incurred, which has exhausted his/her available leave time. An employee must be absent at least five (5) continuous days with or without pay to qualify. Coverage for the five (5) days will be effective retroactive to the first day. Written application to the Sick Bank Committee should be made at least ten (10) working days (whenever possible) before anticipated needs so as

to expedite application processing. The application will be accompanied by supporting statement(s) from a physician and/or other data establishing need. A medical doctor's certificate may be required at any time and the employee must continue under a doctor's care throughout the period of illness or disability.

4. The Sick Leave Bank Committee shall be composed of one (1) member appointed by the Association, one (1) member appointed by the Superintendent (Superintendent is eligible) and one (1) member mutually agreed upon by the District and the Association. The decisions of the above Committee shall be final and binding on all parties with respect to the administration of the Sick Leave Bank and shall not be subject to the grievance procedure.
5. Should the purpose of this benefit be determined by the New York State or Federal Court to be contrary to Law, the entire benefit shall be null and void until renegotiated if so designated as a mandatory item for negotiations.

ARTICLE 11 – TEMPORARY LEAVE

A. Bereavement Leave

Teachers will be allowed up to five (5) days per instance in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, sibling, grandfather, grandmother, or grandchild. The Superintendent may at his/her discretion grant leave for the death of other individuals. All requests for an extension of a bereavement leave shall be made to the Superintendent. Additional days for said extension will be granted and said days shall be without pay or deducted from personal or accumulated sick days at the discretion of the employee. A teacher upon return, shall follow-up said request by completing the required form.

- ##### **B.**
- Up to three (3) days will be allowed for serious illness requiring the teacher's personal bedside attention for a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling or other member of the immediate household at the discretion of the Superintendent. The Superintendent may also require a Doctor's certificate stating on which days the before mentioned relative required such attention, if the leave extends three (3) days or more.

C. Personal Leave

Each teacher shall be entitled to five (5) days absence annually for personal reasons without loss of salary. Such leave is not to be used prior to or following scheduled vacations unless circumstances, in the opinion of the Superintendent, alter the situation. If two (2) requests have already been granted for a given day and a third request is made, a reason must be given and the Superintendent will have the discretion to grant or deny the day.

1. For any of the above days, a request must be made in writing on the form provided by the District twenty-four (24) hours in advance, except in cases of emergency, but no reason need be given.

2. Time off under this provision will be either full or one-half day.
3. Unused personal days will be accumulated as sick days.

ARTICLE 12 – EXTENDED LEAVE OF ABSENCE

A. Parental Leave

1. For natural or adoptive parents, parental leave will be granted upon request by any teacher regularly employed.
2. Any person on parental leave may take leave up to two (2) years and return to the same or similar position as before leave without loss of benefits, as close to the start of a given semester as possible and with advance notice.

B. Military Leave

1. Teachers called to active duty shall be governed by State and Federal Laws.
2. Teachers called for Reserve Duty, National Guard, military physicals, or National Emergency shall not have these days deducted from personal or sick leave time.

C. General Leave

1. Teachers who have been employed by the District for at least four (4) years may, upon approval by the Board, be granted general leave without pay.
2. There shall be no loss in continuation of employment or loss of any benefits accrued, such as sick leave. Upon return from unpaid leave, a teacher shall be assigned to a substantially equivalent position within the same tenure area.
3. The Board will not be responsible for maintaining the applicant's medical and dental insurance coverage while the applicant is on leave. The applicant may elect, however, to pay the cost of the insurance premiums him/herself, in order to maintain continuous coverage.
4. The leave will be granted for a time period to be determined jointly by the Board and the applicant, but not to exceed two (2) years.
5. A teacher may request general leave for the following reasons:
 - (a) Service in the Peace Corps, Vista, or similar organization.
 - (b) Personal or family health problems.
 - (c) Exchange teaching outside geographical area.

- (d) Holding a governmental office.
- (e) Other personal reasons. However, such reasons must be made known to the Board.

ARTICLE 13 – SABBATICAL LEAVE

A. Policy

Sabbatical leave for professional development may be made available to members of the academic staff (except L.T.A.s) 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 leave shall be granted for planned advanced study, formal education, research, writing, or other professional experience as determined by the Superintendent.

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 a 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 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 one (1) member of the academic staff shall be on sabbatical leave in any school year.

E. When there are more applications that can be granted, the following factors (not necessarily listed in order of importance nor all inclusive) may be considered in establishing priority:

1. Seniority
2. The Doctorate
3. Graduate study; work beyond the MA

4. Other efforts toward professional improvement made by the teacher
5. Distribution of leave in any one (1) year among departments and grade levels
6. Applicants who have not previously had a sabbatical leave
7. The order in which applications are received
8. The plan submitted

F. Terms and Conditions

Sabbatical leaves may be granted for periods of one (1) year at rates not to exceed one-half (1/2) salary or for periods of one-half (1/2) year at rates not to exceed full salary. Those on sabbatical leave may, with prior approval of the Superintendent and the Board of Education, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purpose 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.

G. Application

Applications for sabbatical leaves shall be submitted to the Superintendent 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. Whenever possible, applications shall be made by March 1 of the preceding school year if the applicant plans to leave in either semester of the next school year.

However, if an applicant becomes aware of an opportunity that is available to him/her that he/she had not known of, making the March 1 deadline an impossible date to meet, he/she may still apply and be given serious consideration. Such requirements may 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, indicating any prospective supplementary income, stating that the applicant intends to continue as a member of the staff upon return, and stating that upon return the applicant will submit to the School Superintendent a written report of his/her accomplishments while on sabbatical leave. This report is to be submitted on the first day of the month following the applicant's return to service.

H. Condition Precedent

As a condition precedent to the granting of such sabbatical leave, each applicant shall sign a written Agreement substantially as follows:

"I, _____, agree to return to the Downsville Central School District for a period of two (2) years upon completion of sabbatical leave in return for the salary that I have received as if I were teaching in the School District. The sabbatical leave shall

count as service in the Downsville Central School District. This Agreement may be terminated upon written mutual agreement between the Board of Education and the above signed applicant."

Signed: _____
Applicant

Witnessed by:

President, Board of Education

Faculty Observer

I. Approval

Two (2) members appointed by the Downsville Teachers' Association, two (2) members of the Board of Education or their designees and the Superintendent will review all applications for a sabbatical leave. This Committee will recommend the individual for approval/denial by the Board of Education, provided all criteria have been met.

J. Substitutes

An individual on sabbatical leave shall not be required or permitted to contribute toward the salary of substitutes during his/her absence.

K. 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 with the exception of other leaves. Upon return from sabbatical leave, the individual shall be returned to a substantially equivalent position within his/her tenure area. Any individual on a sabbatical leave is allowed credit toward retirement for the time spent on sabbatical leave. Such individual's salary will be adjusted as if the staff member were actually in employment in the District.

ARTICLE 14 – CURRICULUM

A. If the Superintendent contemplates any change, alteration, or modification of the program content or curriculum during the term of this Agreement, he/she will first consult the Curriculum Committee, composed jointly of members of the Association, Board, and Administration. The Superintendent will seriously consider the recommendations of the Curriculum Committee, before presenting a proposal to the Board of Education.

B. Final authority to make the decisions concerning any contemplated changes remains with the Board.

- C. If a course is newly instituted and has not been taught for the past school year, the teacher assigned to that course will be able to request supplies to fit the needs of the new course. In addition, if a new curriculum for that course of study is necessary, the teachers assigned to that course will be given first consideration to write it. Payment for curriculum writing, on school premises and outside regular school hours, will be at twenty dollars (\$20) per hour.

ARTICLE 15 – SUBSTITUTES

- A. A serious attempt will be made to hire a substitute teacher whenever a member of the professional staff is absent from school.

ARTICLE 16 – INSURANCE AND PAYROLL DEDUCTIONS

INSURANCE

A. **Health Insurance**

1. **Eligibility and Payment**

The employee shall contribute fifty dollars (\$50) (one hundred dollars [\$100] in 2006-2007, one hundred fifty dollars [\$150] in 2007-2008, and two hundred dollars [\$200] in 2008-2009) towards the cost of individual coverage and one hundred dollars (\$100) (two hundred dollars [\$200] in 2006-2007, three hundred dollars [\$300] in 2007-2008, and four hundred dollars [\$400] in 2008-2009) towards the cost of dependent coverage. The District shall provide a health benefit plan for all unit members which shall be equivalent in coverage to the State Plan in effect on July 1, 1985. Prior to adoption of a new health benefit plan, the Association will review the plan and advise the District within twenty (20) school days of any substantial deficiencies it finds.

The Board of Education shall pay one hundred percent (100%) of the cost of the DCMO Plan B for each employee and for their eligible dependents, if the employee so chooses the option. Employees may change between the different options according to plan windows and procedures.

(a) **Multiple Coverage**

- (1) Employees declining health care coverage, who show proof of other health insurance coverage shall receive a payment of six hundred dollars (\$600) for individual coverage or one thousand dollars (\$1,000) for family coverage each school year. A waiver of health care coverage shall be filed in the employee's personnel folder.

- (2) In addition, employees will be eligible for a payment of fifty percent (50%) of the annual individual or family coverage should the District reach the point where the number of employees willing to drop their insurance allows the District to save more money than it saved in the school year 2004-2005. In the 2004-2005 school year, six (6) employees opted for the one thousand dollar (\$1,000) payment in lieu of family health insurance coverage. When at least eleven (11) employees opt for the individual or family insurance buyout, the buyout shall be fifty percent (50%) of the annual individual or family health insurance premium. At any time that the number of buyout participants is below eleven (11), the buyout reverts to the six hundred dollar (\$600)/one thousand dollar (\$1,000) annual payment.
- (3) The sign up to participate in the buyout must be completed by the second Monday in September with the District Office. This payment shall be made by June 30 of each school year, upon submission of a voucher, as payment in lieu of insurance. Employees who wish to change this status during the school year shall be subject to the enrollment restrictions of the carrier, and any payment due the employee shall be pro-rated.

(b) Terms of Coverage

- (1) The representative of the Health Plan, or his/her designee, shall be requested to come to the Downsville Central School District to report on the plan and to respond to questions from covered employees, upon written request of the Association.
- (2) Copies of the booklet describing all benefits, if available from the plan, shall be distributed through the main office mailboxes by September 30 of each year.

(c) Drug Co-Pay

Effective July 1, 2005, the drug co-pay shall be five dollars (\$5) Generic/ten dollars (\$10) Preferred/twenty dollars (\$20) Non-preferred.

The parties recognize that in some rare situations there will be no generic or preferred brand equivalent of a medication effective for controlling or curing a medical condition for a particular employee. In such case, the District will reserve funds for the purposes of reimbursing employees the difference between the preferred brand co-pay and the non-preferred brand co-pay under this plan. Such funds will be reimbursed upon the District receiving a paid receipt and the agreed upon form completed by the employee's prescribing physician.

B. Dental Insurance

Effective July 1, 1993 the District contribution to the dental care program shall be no more than a maximum of four dollars and fifty cents (\$4.50) per unit member for individual coverage or nine dollars (\$9) for family coverage per month. The specific coverage shall be determined by the Association.

PAYROLL DEDUCTIONS

The Board will provide through its payroll facilities the means for the following deductions:

A. Voluntary membership dues deductions upon presentation of dues deduction authorization cards signed by individual employees.

B. Agency Fee

1. The District and Association recognize that the negotiation and administration of Collective Bargaining Agreements and related activities entail expenses which are appropriately shared by all employees covered by such Agreements. They further recognize that the Association by reason of its status as "Exclusive Representative" of all employees in the negotiating unit, is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the District agrees to deduct from the wages of any employee who chooses not to be a member of the Association an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit sums so deducted to the Association.
2. Deduction of this agency fee shall be made consistent with the dues deduction schedule of this Agreement beginning in July and ending in June of each school year, or in such other manner as the parties may agree in writing. The District agrees to furnish the Association with an alphabetical listing showing the names of all employees who are hired after October 1 of any school year as they occur. Deductions shall be appropriately pro-rated so as to be the same as the deductions made to Association members.
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 all employees and the amount of each deduction. The Association shall be responsible for the final accounting of all fee receipts and distributions.
4. The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorney's fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid Contract provision by reason of any actions or suits brought against the District by any employee in this unit.

C. Tax Sheltered Annuities

- (1) Deductions for participation in a tax sheltered annuity plan. The number of plans shall be limited to seven (7). If the individuals involved in a particular plan decide to change plans, the Association shall notify the Superintendent in writing at least sixty (60) days before the change in plans is to take effect. Said notification shall include the name, address, and telephone number of the new plan contact person. No change in the plan shall occur until this time/notification requirement is met.

The District may require the providers of TSAs to execute a service provider agreement. Should any provider not execute a service provider agreement, the District may deny new employees, or current employees who wish to change plans, from enrolling with the provider. The District may also use a common payer to distribute payments to providers.

- (2)
 - (a) The District shall make a non-elective employer 403(b) contribution for those members of the Association who avail themselves of a District's negotiated retirement incentive and/or payment for reimbursement of accumulated leave days. Such contribution by the District shall consist of any payments the Association member has earned through the District's negotiated retirement incentive, contract retirement incentive, or payment in reimbursement of accumulated leave days only.
 - (b) The contribution(s) shall be subject to the annual contribution limits as outlined in the Internal Revenue Code.
 - (c) Contributions will be made to a common remitter agreed upon by the District and the Association, and approved by the Board of Education.
 - (d) If any penalty or other assessment is charged against the District by the Internal Revenue Service as a result of an improper contribution to any 403(b) account or the improper withholding or non-withholding of any required deductions, the employee shall hold the District and Association harmless for such penalty or other assessment.
 - (e) In agreeing to adopt (and/or modify) the Plan, the District makes no 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.
 - (f) The District will remit the contribution as per collective bargaining agreement.

- (g) For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contributions will be reported as non-regular compensation to the New York State Teachers' Retirement System (NYSTRS). 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 retirement if such employee has NYSTRS membership date prior to June 17, 1971.
- (h) 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.

D. Credit Union

Deductions for participation in the Chen-Del-O Federal Credit Union and the Sidney Federal Credit Union.

E. Flexible Benefit Plan

At no cost to the District, the District shall make available to any member of the Association utilization of an IRS 125 Plan.

ARTICLE 17 – SALARY AND EXTRA PAY

A. Entry Hiring

The following shall be the minimum entry level for newly appointed full-time teachers:

<u>School Year</u>	<u>Bachelor's Minimum</u>	<u>Masters Minimum</u>
2005-2006	\$33,100	\$34,600
2006-2007	\$34,700	\$36,200
2007-2008	\$35,800	\$37,300
2008-2009	\$37,500	\$39,000

B. Returning Staff

<u>School Year</u>	<u>Increase</u>
2005-2006	4.25%
2006-2007	\$2,000
2007-2008	4.35%
2008-2009	\$2,100

C. Teaching Assistants

1. Entry Salary Minimum

<u>School Year</u>	<u>Minimum</u>
2005-2006	\$16,500
2006-2007	\$17,000
2007-2008	\$17,500
2008-2009	\$18,000

2. Returning L.T.A. Full-Time

<u>School Year</u>	<u>Increase</u>
2005-2006	4.25%
2006-2007	\$1,000
2007-2008	4.35%
2008-2009	\$1,050

D. Graduate Credits

Graduate credits earned prior to September 1, 1994 shall be paid for at the rate of thirty-five dollars (\$35) per graduate hour. All graduate credits earned after September 1, 1994 will be paid for at the rate of forty dollars (\$40) per graduate hour. All graduate credits earned after July 1, 2005 will be paid for at the rate of forty-five dollars (\$45) per graduate hour. The Board of Education will grant credits for graduate courses. These courses must be in the field of a teacher's preparation. Courses in unrelated areas must have prior approval of the District. Courses taken for credit payment beyond the required Masters' degree must be pre-approved. Credit would be accepted for work completed toward a second certification. The District will implement the .65 formula for credits earned on a quarterly basis. A teacher contemplating salary credits for in-service courses, undergraduate courses, TV courses, correspondence courses and travel, will make application to the Board of Education for approval stating the improvement he/she hopes to make thereby, and the number of hours he/she hopes to earn. The Board in turn, will indicate acceptance or refusal of the application in writing within two (2) weeks of application. For every six (6) hours of graduate credit, no more than two (2) hours will be granted from above except by special vote of the Board of Education. Any hours taken prior to July 1, 1972 will not be considered in this ratio.

E. Credits earned must be reported to the office by the opening day of school to receive salary consideration for the year. Credits earned after the first semester shall be reported by February 1 for salary adjustment for the remainder of the school year. An official transcript shall be presented to the office at the earliest possible date for inclusion in the personnel file.

F. Longevity

In addition to their salaries, unit members with fifteen (15) or more years of service to the District shall receive annual longevity stipends of seven hundred fifty dollars (\$750), not to be added to base. Unit member with twenty-five (25) or more years of service to the District shall have the annual longevity stipend added to base salary, one time only.

Effective July 1, 2006, in addition to their salaries, unit members with fifteen (15) or more years of service to the District shall receive annual longevity stipends of one thousand dollars (\$1,000), not to be added to base. Unit member with twenty-five (25) or more years of service to the District shall have the annual longevity stipend added to base salary, one time only (additional \$250 from 2005-2006).

G. Pay Dates

Should any of the regularly scheduled pay dates fall during a vacation, checks will be mailed upon request, to be received on that pay date if possible.

H. Extra Pay Schedule

For activities that take place outside the regular school hours where a teacher has supervisory responsibilities for students.

Advisors, Coordinators and Athletics shall be paid in accordance with the point system as below. Points shall be paid as follows:

<u>School Year</u>	<u>\$/point</u>
2005-2006	\$37.15
2006-2007	\$38.64
2007-2008	\$40.19
2008-2009	\$41.80

<u>Advisors</u>	<u># of Points</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Yearbook	80	\$2,972	\$3,091	\$3,215	\$3,344
Marching Band	75	\$2,786	\$2,898	\$3,014	\$3,135
Student Council	70	\$2,601	\$2,705	\$2,813	\$2,926
Musical/Play Director	65	\$2,415	\$2,512	\$2,612	\$2,717
Senior Class Play Director	60	\$2,229	\$2,318	\$2,411	\$2,508
Class Advisors	50	\$1,858	\$1,932	\$2,010	\$2,090
Junior High Play Director	50	\$1,858	\$1,932	\$2,010	\$2,090
School Photographer	45	\$1,672	\$1,739	\$1,809	\$1,881
Junior High School Photographer	40	\$1,486	\$1,546	\$1,608	\$1,672
Ski Club	40	\$1,486	\$1,546	\$1,608	\$1,672
Honor Society	35	\$1,300	\$1,352	\$1,407	\$1,463
Twirlers	35	\$1,300	\$1,352	\$1,407	\$1,463
Color Guard	35	\$1,300	\$1,352	\$1,407	\$1,463
Library Media Club	35	\$1,300	\$1,352	\$1,407	\$1,463
Athletic Association	35	\$1,300	\$1,352	\$1,407	\$1,463

Recreational Gymnastics	25	\$929	\$966	\$1,005	\$1,045
Saturday Recreation	25	\$929	\$966	\$1,005	\$1,045
Science Olympiad Advisor	25	\$929	\$966	\$1,005	\$1,045
-two advisors at 25 points each					
Foreign Student Exchange	20	\$743	\$773	\$804	\$836
SADD Advisor	20	\$743	\$773	\$804	\$836
Eagles Nest	15	\$557	\$580	\$603	\$627
Tennis Club	15	\$557	\$580	\$603	\$627
FHA	15	\$557	\$580	\$603	\$627

<u>Coordinators</u>	<u># of</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
	<u>Points</u>				
Title I & Reading Coordinator	113	\$4,198	\$4,366	\$4,541	\$4,723
Audio Visual Coordinator	25	\$929	\$966	\$1,005	\$1,045
Arts & Education Coordinator	20	\$743	\$773	\$804	\$836

<u>Athletics</u>	<u># of</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
	<u>Points</u>				
Athletic Director	80	\$2,972	\$3,091	\$3,215	\$3,344
Boys Varsity Basketball	80	\$2,972	\$3,091	\$3,215	\$3,344
Girls Varsity Basketball	80	\$2,972	\$3,091	\$3,215	\$3,344
Boys Varsity Soccer	70	\$2,601	\$2,705	\$2,813	\$2,926
Girls Varsity Soccer	70	\$2,601	\$2,705	\$2,813	\$2,926
Boys Junior Varsity Basketball	70	\$2,601	\$2,705	\$2,813	\$2,926
Girls Junior Varsity Basketball	70	\$2,601	\$2,705	\$2,813	\$2,926
Boys Varsity Baseball	60	\$2,229	\$2,318	\$2,411	\$2,508
Cross Country	60	\$2,229	\$2,318	\$2,411	\$2,508
Girls Softball	60	\$2,229	\$2,318	\$2,411	\$2,508
Track	60	\$2,229	\$2,318	\$2,411	\$2,508
Boys Modified Soccer					
-Present coaches	60	\$2,229	\$2,318	\$2,411	\$2,508
-Future coaches, after Nov 2000	55	\$2,043	\$2,125	\$2,210	\$2,299
Girls Modified Soccer					
-Present coaches	60	\$2,229	\$2,318	\$2,411	\$2,508
-Future coaches, after Nov 2000	55	\$2,043	\$2,125	\$2,210	\$2,299
Boys Modified Basketball					
-Present coaches	60	\$2,229	\$2,318	\$2,411	\$2,508
-Future coaches, after Nov 2000	55	\$2,043	\$2,125	\$2,210	\$2,299
Girls Modified Basketball					
-Present coaches	60	\$2,229	\$2,318	\$2,411	\$2,508
-Future coaches, after Nov 2000	55	\$2,043	\$2,125	\$2,210	\$2,299
Cheerleading	55	\$2,043	\$2,125	\$2,210	\$2,299
Boys Modified Baseball	50	\$1,858	\$1,932	\$2,010	\$2,090
Girls Modified Softball	50	\$1,858	\$1,932	\$2,010	\$2,090
Modified Track	50	\$1,858	\$1,932	\$2,010	\$2,090

1. Beginning in June of 2005, a joint committee shall be formed to address potential changes the District may make in the Extra Pay Schedule and any changes that may be needed in the number of points. Any point changes agreed upon by the committee in June of 2005 must be ratified by both the Board of Education and the Association for implementation during the 2005-06 school year.

Subsequent to June of 2005, the joint committee will meet during June in the school year preceding the expiration year of the Agreement (i.e. if the contract expiration is June 30, 2008, the committee shall meet in June of 2007). Any point changes agreed upon by the committee shall be submitted to the respective negotiating committees for consideration in negotiations.

2. Future additions to the list of extra pay positions will come as a result of Board resolution with the Board setting the original stipend. Once added, the stipend then becomes an item for negotiations.
3. Chaperoning

All persons who are asked to work for those activities outside the regular school hours which are not covered by the above Extra Pay Schedule will be paid at an hourly rate of twelve dollars (\$12) (thirteen dollars [\$13] in 2006-2007, fourteen dollars [\$14] in 2007-2008, and fifteen [\$15] in 2008-2009) per hour. The basketball scorer will be paid for away games on a per hour basis from the time he/she leaves Downsville until he/she returns, provided the scorer travels on the school bus as an additional chaperone. If personal transportation is used, the scorer will be paid for the time at the games. There will be a paid chaperone other than the person directing the activity, at all public activities occurring after school hours, for which a chaperone is requested.

4. Payment for athletic coaching, timer, scorekeeper, cheerleading and play director will be made on the first payroll period date following the end of each season or event. Persons receiving athletic pay will submit a claim form one (1) week prior to the end of the season. Supervising and chaperoning payments will be made on the second pay date in November, first pay date in February, April and June. All other full year extra pay activities shall be paid one-half (1/2) the stipend during the last payroll period in January and one-half (1/2) the stipend in the last payroll period of the regular school year. All extra pay will be made in a check separate from that of the regular pay.
5. Adult Education Teachers (Recreation) shall be paid at the same rate as chaperones.

I. Attendance Incentive

All members of the teaching staff who are in attendance for one hundred seventy-six (176) days of any school year will receive an additional two hundred twenty dollars (\$220) in their final paycheck. (For purposes of this Contract, professional leave days will not be counted as days of absence.)

- J. If a Licensed Teaching Assistant is assigned as a substitute for a teacher, the Licensed Teaching Assistant shall receive a forty dollar (\$40) stipend for 2005-2007 (forty-five dollar [\$45] stipend for 2007-2009) for the full day in addition to his/her regular salary. Periods of less than a full day will be pro-rated. It is understood that a replacement for the Licensed Teaching Assistant assigned as a substitute may not be employed.

ARTICLE 18 – GRIEVANCE PROCEDURE

A. Purpose

The desired objectives of the parties to this Agreement is to encourage the prompt and informal resolution of employee grievances and to provide orderly steps for reaching mutually satisfactory solutions of such alleged grievances that cannot be resolved informally.

B. Definitions

1. A grievance is a claim by any teacher or group of teachers in the negotiating unit based upon events or conditions affecting their terms or conditions of employment. However, only those grievances based upon an alleged violation of the terms and conditions of this Collective Bargaining Agreement shall be subject to Article 18, Section D, Step 7, (Binding Arbitration). All other grievances can be processed only up to and including Article 18, Section D, Step 6.
2. The Grievance Committee shall be a Committee of three (3) non administrative members of the Association to be appointed by the President of the Association.
3. School days are days school is in session.

C. Time Limits

1. No grievance may be processed through this grievance procedure unless forwarded to the first available Stage within thirty (30) school days after the aggrieved knew or should have known of the act or condition upon which the grievance is based.
2. Unless by mutual consent all grievances will be consistently processed to completion following the prescribed time limits in the Contract. Should a grievance continue into the Summer, the time limits will be five (5) regular workdays instead of five (5) regular school days.
3. Unless waived in accordance with number 2 above, failure of the Association to conform with the prescribed time limits shall result in the grievance being deemed waived; failure of the District to conform to the above time limits shall give the Association the right to advance the grievance to the next level.

D. Procedure

Step 1

The aggrieved party or Association shall identify and present the grievance to the immediate supervisor, orally. If a satisfactory solution is found at this level, no further Steps shall be taken.

Step 2

If no solution satisfactory to both the immediate supervisor and the aggrieved party can be found at Step 1, then within five (5) school days the aggrieved party shall submit his/her grievance to the immediate supervisor in writing. Within five (5) school days the immediate supervisor will submit his/her decision in writing to the aggrieved party.

Step 3

Should the written decision be unsatisfactory to the aggrieved party, the grievance may then be presented to the Association Grievance Committee within five (5) school days. The Committee shall decide within two (2) school days whether or not to support the grievance.

Step 4

- (a) If the Committee supports the grievance, the Chairperson of the Committee or his/her designee shall meet within five (5) school days with the Superintendent or his/her designee to attempt to reach a solution. Then, if necessary, proceed to Step 5.
- (b) If the Committee does not support the grievance, the aggrieved party may:
 - (1) Go directly to the Board of Education complying with Step 5, or
 - (2) Appeal to the Association. The Association will meet within two (2) school days after the appeal is presented to the President of the Association and make a decision. If the grievance is supported, proceed to Step 5. If not, the aggrieved may go to the Board, as outlined below:

Step 5

If a solution is not reached by the Committee representative or the aggrieved party as specified above and the Superintendent within five (5) school days, the Committee or the aggrieved party will take the matter to the Board. A written summary of the grievance shall be presented to the President of the Board five (5) days before the next regular meeting in order to put the grievance on the agenda for that meeting.

Step 6

At this meeting of the Board, the grievance shall be discussed in an attempt to reach a solution.

Step 7

If a solution is not reached at this meeting of the Board, the Association shall notify the Board within ten (10) school days as to whether it is advancing the grievance to arbitration. The Association's Demand for Arbitration shall be filed with the American Arbitration Association within eight (8) days of the date of notice to the Board.

E. A grievance may be initiated at the lowest possible Step of the procedure at which relief may be granted as determined mutually by the Downsville Teachers' Association and the Superintendent.

F. Conclusion

Any act, event, or condition which is being questioned under this procedure and has been given the support of the Committee or the Association shall be performed and/or adhered to by the aggrieved party or any other member of the Association until the question has been resolved.

G. All formal grievances shall be submitted on a form mutually developed by the District and the Association.

ARTICLE 19 – COMPETENCY BASED TEACHER TESTING PROGRAM PARTICIPATION

Any involvement in a competency based teacher testing program at Downsville Central School by a Downsville teacher will be on a voluntary basis.

ARTICLE 20 – ASSOCIATION RIGHTS

A. Released time not to exceed four (4) days shall be granted to officers (or delegates) of Local, State, and National Associations for the following functions:

1. Impasse Proceedings
2. State Assembly Delegate Meetings
3. Local, State, and National Activities
4. Retirement Meetings
5. Grievance Proceedings

Whenever possible, such proceedings will be held after school hours. Substitute teachers shall be provided and time shall not be charged to individual teachers involved.

- B. The Association will notify the Superintendent two (2) days in advance for Union or Association use of the building.
- C. The Board shall provide the Association with a list of the names and addresses of all unit members annually. The names and addresses of all new employees shall be forwarded to the Association within thirty (30) days of the date of hire.
- D. The Board of Education shall provide the Association with copies of the minutes of all public Board meetings.

ARTICLE 21 – RETIREMENT INCENTIVE

A retirement incentive shall be available to unit members who have at least ten (10) years of service to the Downsville Central School District, subject to the following:

- A. The unit member must retire at the end of the first school year in which he/she becomes eligible without penalty under the New York State Teachers' Retirement System.
- B. The employee must notify the Superintendent of Schools in writing of his/her intent to retire by February 1 of his/her final year of service.
- C. The payment shall be made in equal installments in October and November of the budget year following retirement.
- D. The payment shall be ten thousand dollars (\$10,000) for teachers and six thousand dollars (\$6,000) for licensed teaching assistants (prorated for part-time employees).
- E. The maximum benefit of combining the Local Retirement Incentive and the payment for unused sick leave (Article 10-E.) shall be twenty-five thousand dollars (\$25,000) for teachers and twenty-one thousand dollars (\$21,000) for licensed teaching assistants.
- F. An employee may not elect both this local retirement incentive and a New York State retirement incentive, should one become available to each employee. If a New York State retirement incentive becomes available to any employee prior to July 31, following the end of the school year in which the employee retires, and the employee wishes to opt for said New York State retirement incentive, and not receive the local retirement incentive, said election shall be made in writing to the Board of Education prior to July 31 in the year of retirement.

ARTICLE 22 – MISCELLANEOUS

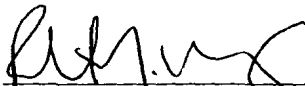
- A. Clerical aid shall be provided and all work to be done shall be channeled through the Guidance Secretary. Sufficient time (two [2] school days for typing and one [1] school day for duplicating) shall be allowed for the work to be done, with the exception of mid-year and final exams.
- B. All teachers having legitimate access to the building will be held personally responsible for seeing that the exit or exits used by him/her or his/her group are locked before leaving, whenever a custodian is not assigned to duty.
- C. Tuition shall not be charged to any unit member wishing to have their children attend Downsville Central School District. Children of teachers will be able to attend the Downsville Central School District tuition free, providing it does not cause an increase in staffing or programs.

ARTICLE 23 – DURATION AND AMENDMENT

- A. It is agreed by and between the parties hereto that this Agreement will be in effect for a period of four (4) years from July 1, 2005 to June 30, 2009.
- B. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

ARTICLE 24 – IMPLEMENTATION

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.



Board of Education of the
Downsville Central School District

9/9/05

Date



Downsville Teachers' Association

9/9/2005

Date