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AGREEMENT
BETWEEN THE

UNATEGO SUPERINTENDENT

AND THE

UNATEGO TEACHERS ASSOCIATION

2014 - 2018

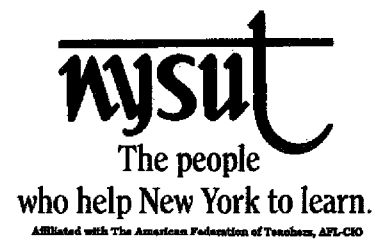


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PURPOSE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), the parties desire to establish and maintain effective and harmonious working relationships between the Unatego Superintendent (hereinafter referred to as the "Superintendent") and its professional employees (hereinafter referred to as "Bargaining Unit Members") represented by Chapter 3066 NYSUT (hereinafter referred to as "Association"). The Association recognizes the responsibilities imposed upon it as the exclusive Bargaining Agent of the professional employees of the school district and in order to provide the best possible program of education for the children of the school district and to provide full opportunity for professional development, equitable salaries and reasonable benefit programs for its members, the Association agrees to fully cooperate with the Superintendent, individually and collectively.

ARTICLE I
RECOGNITION

The Superintendent recognizes the Association as the exclusive negotiating agent on such matters as agreed by the parties for all professional, certificated and/or licensed personnel holding a probationary or permanent appointment, including part-time personnel, and all long term substitutes who are employed in the place of a regularly appointed bargaining unit member who has been granted a leave of absence by the Board of Education for a finite period of a school semester or more, except the Superintendent, Building Principals, Assistant Building Principals, Assistant Superintendent and Director of Special Programs.

ARTICLE II
REPRESENTATION

- A. The names of the officers of the Association and the members of the Negotiating (Bargaining) Committee shall be given in writing to the Clerk of the Board prior to taking office. The Clerk of the Board shall also be notified immediately in writing of any change in the officers and the Negotiating (Bargaining) Committee. The Clerk of the Board shall notify the President of the Association in writing of the names of the members of the Superintendent Negotiating (Bargaining) Committee. The Clerk of the Board shall notify immediately in writing the President of the Association of any change in the Superintendent Negotiating (Bargaining) Committee.
- B. It is understood and agreed that officers, members of the Negotiating Committee, or members of the Association may conduct or participate in Association business or affairs during periods not conflicting with regularly assigned teacher duties.
- C. It is understood and agreed that all relations between the parties such as negotiations, conferences, meetings and grievance procedures shall not be conducted until the end of the school day or the bargaining unit member's professional duties have been completed unless the parties mutually agree otherwise. Association members will not be compensated by the District in any manner whatsoever for the conducting of Association business.
- D. Association members officially elected and/or appointed to a position may be permitted to attend the annual official meeting of the Representative Assembly without loss of pay up to a combined total of three (3) member days.
- E. Association officers and/or appointed representatives may have up to an aggregate total of eight (8) days during the regular school year for attendance at conferences or to attend to Association business (local, regional, state or national). No more than three (3) individuals may be absent for such business at any one time. Absences under this provision will not be charged under any other leave provisions. When this leave is to be used, the Association President is to submit a written notification to the building administrator and Superintendent listing the name(s) of the person(s) to be absent. This notification is to be submitted at least seventy-two (72) hours prior to the absence, except when not possible. The Association will pay the cost of substitute teachers for said days.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a difference or disagreement between the Superintendent or his/her delegated representative and a Bargaining Unit Member, or group of Bargaining Unit Members, or the Association, concerning the misinterpretation or misapplication of any of the provisions of this Agreement, or any subsequent Agreement entered into pursuant to this Agreement.
2. An "aggrieved Unit Member" is the Unit Member or Unit Members or Association making the claim.
3. "Days" shall mean school days as designated on the current school calendar.
4. "Supervisor" shall mean Building Principal or Immediate Administrative Supervisor.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable resolutions of grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any Bargaining Unit Member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
3. Grievances shall not be contradictory to powers granted to the Superintendent under the New York State Education Law, Regulations of the Commissioner of Education of the State of New York and any and all applicable Federal or State Laws. By statute, grievance procedure does not apply in those cases.

C. PROCEDURE

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a grievant, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. All conferences shall be held in a private administrative office and shall be scheduled by mutual agreement at the end of the school day, or at any time during the school day if mutually agreed upon by both parties. If the grievant(s) fail to attend the conference, the grievance shall be dismissed and reason noted by the Superintendent or designated building administrator on the grievance form. Exception: Extenuating circumstances (illness, accident, etc.) may necessitate a rescheduling and this must be arranged by mutual agreement prior to scheduled conferences.

LEVEL 1 - INFORMAL MEETING

A grievance will first be discussed with the aggrieved bargaining unit member's Supervisor. When requested by the Association and the grievance affects bargaining unit members in more than one (1) building, the grievance shall first be discussed with the most appropriate supervisor as mutually determined by the Parties. The objective of the informal meeting will be to resolve the matter informally, at which time the aggrieved bargaining unit member and/or a representative of the Association may:

Ten (10) days after the presentation of the grievance to the supervisor, the supervisor shall make a 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 bargaining unit member(s) are not satisfied with the decision arrived at under Level 1, he/she may within seven (7) days file with the Clerk of the District an appeal in writing 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 grievant and his/her representative (if the bargaining unit member 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 a meeting or meetings, the Superintendent or his/her designee shall make a decision in writing, setting forth conclusions with respect to the grievance, and setting forth reasons for such conclusions. A copy of such decision shall be given to the grievant, the Association, and the Clerk of the District.

LEVEL 3 - ARBITRATION

If the Association is not satisfied with the disposition of the grievance at Level 2, the Association may within twenty (20) days file with the Clerk of the District a demand for arbitration. A copy of said demand shall be forwarded to the American Arbitration Association.

The parties will then be bound by the rules and proceedings of the American Arbitration Association.

The arbiter will have authority to hold hearings and make procedural rules. Either party may request a written transcript of such hearings. All hearings held shall be closed sessions and no news releases shall be made concerning the progress of the hearings. The arbiter's report shall be submitted in writing to the Board and the Association, and shall set forth the 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 which shall be violative of the terms of this Agreement. The decisions of the arbiter shall be final and binding upon all parties.

The arbiter's fee and expenses shall be shared equally by the Association and the Board. The cost of the transcript, if requested, shall be paid by the requesting party. If jointly requested, the cost of the transcript shall be shared equally.

D. RIGHTS OF UNIT MEMBERS TO REPRESENTATION

No reprisals of any kind will be taken by the Superintendent or his/her delegated representatives against any Bargaining Unit Member(s) by reason of participation in the grievance procedure.

E. MISCELLANEOUS

1. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
2. All necessary forms for implementing the grievance procedures will be jointly prepared by the Superintendent, the Association President and the Grievance Committee and given appropriate distribution.
3. The Statement of Grievance form may be electronically replicated.

UNATEGO TEACHERS ASSOCIATION
STATEMENT OF GRIEVANCE

AGGRIEVED PARTY _____ DATE FILED _____

DATE OF ALLEGED VIOLATION _____ LEVEL _____

PROVISION OF NEGOTIATED AGREEMENT CITED _____

NATURE OF GRIEVANCE: _____

REDRESS SOUGHT: _____

SIGNED _____

Aggrieved Bargaining Unit Member

For the Association

DECISION _____

LEVEL _____

PERSON MAKING THE DECISION: (CHECK AFTER CORRECT POSITION)

Building Principal: _____

Superintendent: _____

Date

Authorized Signature

ARTICLE IV
DUES DEDUCTION

- A. The Board of Education of Unatego Central School agrees to deduct from the salaries of all its employees in the negotiating unit who are members and those who are not members, an amount equivalent to the unified dues of the Association.

Bargaining unit member authorizations shall be in writing in the form set forth below:

DESIGNATION AND PAYROLL

DEDUCTION AUTHORIZATION

(Print) Last Name	First	Initial	Building
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Address

To: Superintendent of Unatego Central School

Pursuant to Chapter 392, Laws of 1967, I hereby designate the UNATEGO TEACHERS ASSOCIATION as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such association, to deduct from my salary and transmit to the associations indicated below the dues as certified by the respective associations. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all of its officers from any liability therefor. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

____ New York State United Teachers, Chapter 3066

Employee Signature

Date

- B. The Local Association secretary will inform the Superintendent of the current rate of membership dues for each year before the end of September.

- C. Deductions referred to in Section A shall be made in the following manner:
1. The total annual membership dues shall be deducted in sixteen (16) equal installments beginning with the first pay period in October.
 2. Bargaining unit members who are hired after October 1 of any year shall pay the same installments as other bargaining unit members beginning with their first pay period.
 3. Association members not wanting dues deducted may make payment of dues directly to the Association Treasurer, by direct arrangement through the Association President, the Association Treasurer and the Superintendent.
- D. The Superintendent shall at the end of each pay period transmit the amount deducted to the Association Treasurer.
- E. The Superintendent agrees to provide the Association with an alphabetical listing of the names of the bargaining unit members from whose salary such dues have been deducted.
- F. The District and the Association agree to furnish each other any information needed by either of them to fulfill the provisions of this article.

ARTICLE V

LEAVES OF ABSENCE

THE SUPERINTENDENT SHALL GRANT LEAVES OF ABSENCE AS FOLLOWS:

A. SICK LEAVE

1. Up to fifteen (15) paid days per year for all bargaining unit members for personal illnesses or injury, cumulative to two hundred fifteen (215) days:

All Bargaining Unit Members shall be granted this sick leave for the ensuing year at the beginning of the school year. Up to fifteen (15) days per school year may be used for serious illness in the employee's immediate family or other persons as determined by the Superintendent. The approval or disapproval of "other persons" as determined by the Superintendent will not be precedent setting. Immediate family shall be defined as current spouse, children, step children, parent, step parent, sibling, parent of current spouse, grandparent, and grandchild.

2. Long-term substitutes shall be credited with seven and one-half (7.5) paid days at the beginning of each semester. Sick leave for long-term substitutes will be non-cumulative, unless the long-term substitute is subsequently appointed by the District to a probationary position. Use will be as per number 1 above, including use for family illness.

3. Bargaining unit members shall be given written notification of all leave accumulation by September 15th of each year.
4. In cases where there is a pattern of abuse, a bargaining unit member may be required to provide a doctor's notice for any use of sick leave on the day before or the day following a holiday or vacation period.

B. PAID LEAVE - NON CUMULATIVE

A paid leave of absence shall be granted to a Bargaining Unit Member of the Unatego Central School District for the following reasons:

1. Bargaining Unit Members may attend professional meetings of educational organizations other than Association related without loss of pay provided that sufficient funds are available in the annual budget and that a request to attend is submitted to the Superintendent at least one month, except in cases where there are valid extenuating circumstances, in advance of the scheduled meeting, and Superintendent approval is granted.
2. A bargaining unit member called to serve on jury duty or subpoenaed to testify at a hearing for which the member is not a litigant shall be paid their regular salary. No days shall be deducted from any leave accruals. Any fees or stipends paid for serving on the jury or testifying, not including expense reimbursements, shall be signed over to the District.
3. Up to seven (7) days per school year in event of death in the immediate family (i.e., parent, current spouse, child, son or daughter-in-law, parent of current spouse, step-parent, sibling, grandparent, grandparent-in-law, aunt, uncle, brother-in-law, and sister-in-law) or other persons as determined by the Superintendent. The approval or disapproval of "other persons" as determined by the Superintendent will not be precedent setting.
4. Up to four (4) days per year shall be allowed for compelling personal business. Bargaining Unit Members shall give two (2) days advance notice in writing, whenever possible. Unused personal days will be applied to the Bargaining Unit Member's sick leave accumulation. Except for extenuating circumstances personal business leave will not be allowed for the day before or the day following a holiday or vacation period. A Bargaining Unit Member shall obtain from the Superintendent or his/her designee prior written approval for use of personal leave for the day before or the day after a holiday or vacation period. If prior written notice cannot be given due to an emergency situation, the Bargaining Unit Member shall provide an explanation to the Superintendent on the day he/she returns to work. The Superintendent's decision to approve the use of a personal day(s) on the day before or the day after a holiday or vacation period shall be based upon the Superintendent's satisfaction sufficient explanation has been provided to ensure that the requested day(s) is/are not merely being used to extend the holiday or vacation period.

C. PERSONAL BUSINESS - UNPAID

Application must be made for absence for personal business to the Designated Building Administrator. Requests shall be granted provided circumstances and conditions permit and further provided that a request for such leave is submitted to the Designated Building Administrator. The Designated Building Administrator shall submit his/her recommendation to the Superintendent for final decision. The bargaining unit member shall be notified of the decision not less than one (1) day from the date of receipt of the request.

D. CHILD CARE LEAVE - UNPAID

1. A bargaining unit member will be granted a childcare leave upon written application to the Superintendent. This application shall be submitted as soon as possible, but not less than four (4) months (in the case of a birth) or one (1) month (in the case of an adoption) prior to the requested beginning date of the leave. The application will contain both the beginning and ending dates of the leave. The leave shall begin at a mutually agreed upon time, based upon the written medical advice of the bargaining unit member's physician.
2. The maximum duration of the childcare leave shall be two (2) years. The first year shall be granted upon written application. The second year may be granted by the Board of Education after the bargaining unit member makes a separate written application. Both applications may be made at the same time. Return from this unpaid leave will coincide with the beginning of a semester or grading period unless otherwise approved by the Superintendent. When a bargaining unit member desires to return to duty prior to the scheduled conclusion of the leave, the bargaining unit member shall submit a written request to the Superintendent at least two (2) months prior to the desired return date. The Superintendent shall have the right to waive the two (2) month advanced notice at his/her discretion.
3. The bargaining unit member will return to the same salary step. If the unit member has worked five (5) or more months in the year, he or she shall be moved to the next step on the salary schedule upon return from the leave of absence.

E. SABBATICAL LEAVE

A sabbatical leave shall be granted to a Unatego Central School District bargaining unit member for one (1) year at 50% of annual salary or one-half (1/2) year at 25% of annual salary for the purpose of study, or professional development of such a nature that it will be of value to the bargaining unit member in his/her professional field and of benefit to the educational program of the school district.

1. A bargaining unit member must have served the Unatego Central School for a period of five (5) years, not interrupted by teaching in another school district.
2. A bargaining unit member must sign an agreement to return to service in the same district for a period of two (2) years following the end of his/her sabbatical period.

3. At least three (3) months prior to the end of the school year, the bargaining unit member must submit a completed application to the Superintendent stating the nature of the program to be followed during his/her sabbatical leave. A committee consisting of one (1) administrator designated by the Superintendent and three (3) bargaining unit members designated by the Association President will review all sabbatical leave requests and forward its recommendations for the consideration of the Superintendent. The final decision will be made by the Board of Education. In the selection of a bargaining unit member to receive a sabbatical leave, other things being equal, seniority shall prevail.
4. The number of bargaining unit members annually eligible to receive a leave if all above requirements are met will be 1% of the total professional faculty.
5. Upon return the bargaining unit member shall be placed on the next salary step as if he/she had been continuously employed in the system.

F. UNPAID LEAVE

Unpaid leaves of absence shall be granted to bargaining unit members for one (1) year for such pursuits as graduate studies, travel directly related to the teacher's teaching area, service with an organization such as the Peace Corps, teaching in a foreign school or related organization.

1. A bargaining unit member must have served the school district for a period of five (5) years.
2. Procedure for request and selection will be the same as for Sabbatical Leave.
3. One (1) bargaining unit member annually may be eligible to receive a leave if all requirements are met.
4. The bargaining unit member shall give the Superintendent a two (2) month notice, prior to the end of the school year, if the teacher should decide not to return to the Unatego School System.
5. Upon return the bargaining unit member shall be placed on the next salary step as if he/she had been continuously employed in the system.

G. LEAVE OF ABSENCE

A leave of absence for a tenured bargaining unit member without pay or increment of up to one (1) year will be granted for personal illness which extends beyond the period of accumulated sick leave.

H. SICK LEAVE BANK

1. The purpose of the Sick Leave Bank is to provide for extended sick leave for the bargaining unit member who suffers an illness or accident requiring a convalescence thereby exhausting his/her sick leave.

2. Two (2) sick leave days shall be deducted from the personal sick leave accumulation of each bargaining unit member. New bargaining unit members shall have two days deducted upon commencing employment.
3. When the sick bank accumulation falls below 120 days, one (1) day will be contributed by each bargaining unit member.
4. Written requests for utilization of sick bank days by an individual bargaining unit member shall be accompanied by a doctor's statement. The request shall be submitted to either member of the Sick Bank Committee. Approval of the use of sick bank days shall be made by a committee composed of one (1) administrator appointed by the superintendent and one (1) association member appointed by the president of the association. These appointments shall be made and notice of the appointment given to each party by September 15 of each school year.

The Sick Bank Committee will provide each applicant with a written response to their request. The decisions of the committee shall be final. The decisions of the committee will not fall under the scope of the grievance procedure.

5. In the event that the Sick Bank Committee cannot reach agreement on the disposition of a case, a neutral, mutually agreeable community member of the Unatego Central School District will be selected to participate in the decision making process. The resulting vote of the three (3) member committee will be final and binding. The neutral party will not become a permanent member of the committee but the same neutral individual may be utilized more than once if mutually agreeable.
6. Withdrawals will be limited to a total of sixty (60) working days. When a bargaining unit member's absence extends beyond the sixty (60) days coverage, the bargaining unit member may then reapply to the Sick Bank Committee for further coverage.

ARTICLE VI

ACADEMIC FREEDOM

- A. Recognizing that neither the faculty nor the Board and Administration can isolate themselves from the society in which each plays a vital role, and that an educational program has the responsibility to its students to foster an awareness of, and involvement in, social and political issues, it shall be the intent of the Board and the Administration to encourage within the school program the freedom of expression on the part of the faculty in relation to issues of current concern, so long as that expression reflects the proprieties of academic responsibility.
- B. The teacher in any given subject area knows the subject area and the performance of the students best. Therefore, all grades, including quarter grades and final exam grades, shall be determined by the course teacher in accordance with the teacher's approved written grading policy and in compliance with all written policies and procedures established by the administration and/or Board of Education.

The Administration shall allow a minimum of three (3) school days at the end of each marking period, including interim marking periods, for the processing and recording of student grades. These days shall be exclusive of Conference Days, unless such Conference Days are allocated for grading purposes. It is understood and agreed to that the Administration is not obligated to provide additional release time for teachers from their regularly assigned duties for the processing and recording of grades, and it is understood and agreed to that the Administration will not request or require teachers to submit quarter or interim grades to the Administrator, or the Administrator's designee, at any time prior to the three (3) days allowed for processing and recording grades.

ARTICLE VII

CURRICULUM REFORM

It is the responsibility of those in charge of directing the learning process, both teachers and administration, to review current curriculum policies and programs and to study and initiate reform of those areas that need to be improved or advanced to meet the changes in our present day society. The educational institution can best fulfill its responsibilities in this area only when those in the position to direct, and those who are trained in educational philosophy and performance, use their special training and ability to improve the talents of the students.

- A. Recognizing that the various academic departments, and the teachers within those departments, possess unique instructional skills in their particular discipline, it should be primarily their responsibility for evaluating and recommending curriculum reform within their respective discipline to the administration.
- B. Recognizing also that the primary responsibility of the educational institution is to serve the academic needs of its body, and that education is most meaningful when it is pursued in terms of self-determined needs, every effort should be made by the various departments and teachers to seek the active participation of student committees in evaluating the current program and formulating proposals for curriculum reform.
- C. As curriculum reform evolves, every effort should be made by those in charge of scheduling teacher assignments to take full advantage of the unique skills and background of individual teachers by employing those skills in academic situations, such as elective courses with the stated interest of the teacher(s) involved.
- D. On the elementary level the same considerations for evaluating current curriculum programs and policies, and initiating curriculum reform, should be recognized as on the secondary level.
- E. The Administration and the Board, recognizing the need for continuing evaluation and reform brought to their attention through the professional interest and concern of the faculty, should be responsive to all educational proposals which might evolve from the curriculum reform processes outlined above, and should make every effort to incorporate such proposals into the academic program of our school.

ARTICLE VIII

PUPIL BEHAVIOR AND DISCIPLINE

The following is a statement of policy in the Unatego public schools regarding the responsibility of the bargaining unit member and the Administration in dealing with the child who misbehaves. It is issued at this time so that members of the school staff, parents, and others may understand clearly the procedures which are followed in upholding the excellent record of discipline in the schools.

- A. Each bargaining unit member is required to maintain appropriate pupil behavior in the classroom, 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member's best efforts at correction, a pupil continues to misbehave, the teacher shall discuss the case with the designated building administrator for his/her advice and assistance. If the case is serious enough to warrant further investigation by the designated building administrator, the bargaining unit member should submit a written report on the pupil's behavior.

- C. The principal makes every reasonable effort to help the pupil to adjust properly using to good advantage his/her broad knowledge and experience in child growth and development. Depending on the nature of the case, he/she may discipline the pupil directly in relation to the offense, he/she may call in the parents for a conference, he/she may refer the case for the attention of a Guidance Counselor and/or a Psychologist or visiting teacher, he/she may suspend the pupil, or he/she may use a combination of these procedures as well as other techniques in accordance with his/her best judgment. Notice in writing shall be sent to the bargaining unit member concerning the Principal's decision and/or actions.
- D. Regardless of the cause of any pupil difficulty, no bargaining unit member 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 supporting justification in writing.
- E. Every effort is made by the bargaining unit members and others to identify cases of social and emotional maladjustment of pupils in the earliest stages, so that appropriate treatment and correction may be applied as a preventive against further difficulty.

- F. In cases of discipline where it becomes necessary to involve designated building administrators or the Superintendent, the administrator(s) shall confer with the bargaining unit member(s) concerned prior to taking action. The decision of the administrator(s) regarding the action to be taken as far as the bargaining unit member is concerned shall be final.

ARTICLE IX

BARGAINING UNIT MEMBER PARTICIPATION

- A. Because of the special nature of the public education process and to provide for continuation of the active role of the member of the Association in the development and determination of educational policies and administrative concepts and procedures as well as conditions of professional employment, the Board shall give full consideration to the proposals of the Association on the following subjects, and shall advise the Association Committee of its decision regarding each subject as soon as possible. It shall be the intent of the Board to incorporate the recommendation of the Association whenever and wherever possible.
1. Educational Policies
 - a. Special Programs
 - b. Teacher Aides
 - c. Adult Education
 - d. Summer School
 - e. Textbooks
 2. Conditions of Professional Employment
 - a. Improvement of Educational Conditions Within the Classroom.
- B. A Committee, or Committees, of the Association may be established to study specific areas of educational policies and conditions of professional employment, prepare recommendations, and present them as follows:
1. The Association Committee(s) shall prepare a report of the area studied and present the report to and discuss it with the administrative staff.
 2. The Association Committee(s) and the Administrative staff shall report on the area studied to the Board at a special meeting arranged at a mutually agreeable time.
 3. The Board shall give full consideration to the report and shall advise the Association Committee of its decision regarding the report as soon as possible following the presentation. It shall be the intent of the Board to incorporate recommendations of the Association Committee(s) wherever and whenever the recommendations are in accord with Board policies.
- C. Such policies as are established shall be included in the Collective Bargaining Agreement at the next Contract Negotiations.

ARTICLE X
JUST CAUSE

- A. No bargaining unit member (except as specifically excluded under the terms of this agreement) will be disciplined, reprimanded, reduced in rank or compensation without just cause.

ARTICLE XI
BARGAINING UNIT MEMBER OBSERVATIONS AND EVALUATIONS

PART A

The following policy shall govern all tenure and non-tenure bargaining unit member observations and evaluations:

1. The primary purpose of supervision is to promote the development of the potential of both bargaining unit members and students to the fullest extent. In order that teaching and learning in all Unatego classrooms and student support service settings is of the highest quality attainable, a procedure for the evaluation of bargaining unit members will be in effect.
2. Classroom visitations, brief and informal, may be conducted by the administrative or supervisory staff to casually observe the effectiveness of a bargaining unit member's performance at anytime. If as a result of the informal observation, the supervisor discovers serious inadequacies in the bargaining unit member's performance, the bargaining unit member will be advised of such and a formal conference and/or observation may be scheduled if necessary using one of the observation models found under Part C, as determined by the unit member's supervisor. Otherwise, the finding of the informal visitations shall not require a formal conference, the preparation of an evaluation report, or appear in the bargaining unit member's personnel file unless a pattern of poor performance is evident.
3. If, in the opinion of the administrative or supervisory staff, it appears necessary to gain knowledge of a bargaining unit member's ability to discipline a class and knowing the presence of another person will have a definite effect upon the behavior of the pupils, it may be necessary to check for such class control by the use of an electronic monitoring device. Any unit member to be so observed shall be notified by the person qualified to make such an observation that the unit member's classes will be monitored any time over a period of a specific week. Otherwise, it is understood and agreed that no such monitoring will take place. All such monitoring shall take place by the observer in complete privacy.
4. All bargaining unit members will have the right, upon request, to review the contents of their personnel file and to make copies of any documents contained in the file. A unit member will be entitled to have a representative of the Association accompany him/her during such review. Any such review shall be conducted in the presence of the Superintendent or the Superintendent's designee.

5. No material derogatory to a bargaining unit member's conduct, service, character, or personality will be placed in his/her personnel file unless the unit member has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the contents thereof. The unit member will also have the right to submit a written response to such material, and his/her response shall be reviewed by the administrator and Superintendent and attached to the file copy only.
6. It is understood and agreed that an authorized observer may have the privilege to request the presence of any member of the administrative or supervisory staff at the unit member's post conference if the presence of such a person has direct bearing or connection with the unit member's professional work performance.
7. A probationary bargaining unit member who is not to be recommended for tenure shall be so notified no later than sixty (60) days immediately preceding the expiration of the probationary period.
8. All formal observations and evaluations will be sent to the Superintendent and placed in the bargaining unit member's personnel file.
9. It is understood that the formal lesson observation for all bargaining unit members is only a part of the total supervision evaluation process.

PART B

OBSERVATION AND EVALUATION PROCEDURES - UNIT MEMBERS SERVING PROBATIONARY PERIOD

1. FORMAL OBSERVATION (BY ADMINISTRATION FOR ALL UNIT MEMBERS SERVING A PROBATIONARY PERIOD)
 - a. All bargaining unit members serving a probationary period will receive a minimum of two (2) formal lesson observations per year. The first observation is to be completed by the third or fourth month and the second by the seventh or eighth month. Unit members eligible for tenure will receive their last formal observation by February 15th of their tenure year. Also, a unit member's request for additional observations will be honored whenever possible at a frequency of not less than one (1) month from the previous observation.
 - b. Each formal observation will be preceded by notification that an observation will be made during a specific week. A formal classroom observation will cover a complete lesson, class period, or session of support service in accordance with the unit member's position of employment. The observation will be followed within five (5) school days, if possible, by a post-conference during which the observation will be discussed. The written report of the observation is to be signed by both the administrator and the unit member. Unit member comments may be added to the written form.

- c. Observations in which there are questions concerning subject matter competency will be supported by subsequent observations by supervisors knowledgeable in the subject matter area.

PART C

OBSERVATION AND EVALUATION PROCEDURES - UNIT MEMBERS POSSESSING TENURE OR PERMANENT APPOINTMENT STATUS

All tenured bargaining unit members must participate in one (1) of the following observation alternatives each school year. The observation alternative must be decided upon by the unit member after consultation with the unit member's supervisor, by October fifteenth and completed by June first, of that school year. The formal observation alternative must be selected at least once every two (2) years, unless the unit member's supervisor determines an alternative method is best for that year. All Bargaining Unit Members will receive the formal observation as below:

1. FORMAL OBSERVATION (BY ADMINISTRATION)

- a. A unit member may elect a formal observation. Observations will be conducted at a time mutually agree upon by the unit member and the administrator.
- b. A formal observation will cover a complete lesson, class period, or session of support service in accordance with the unit member's position of employment. The observation will be followed within five (5) school days, if possible, by a post-conference during which the observation will be discussed. The written report of the observation is to be signed by both the administrator and the unit member. Unit member comments may be added to the written form.
- c. Observations in which there are questions concerning subject matter competency will be supported by subsequent observations by supervisors knowledgeable in the subject matter area.

2. PEER OBSERVATION

- a. A bargaining unit member may elect two (2) peer observations during the school year.
- b. Each peer observation will be completed by a support group, such as department member, grade level partners, lead teacher, etc. officially recognized by the administration. There must be two (2) different personnel involved in the observations.
- c. The unit member and the observers will meet within five (5) days to discuss the observation. The observed unit member will then submit to the administrator a written report of the discussion within ten (10) days of the peer observation. This report will be forwarded to the Superintendent.

3. SELF-EVALUATION

- a. A unit member may elect to complete a self-evaluation of a videotaped lesson. In circumstances where a videotape of a unit member's professional duties may not be achievable and/or appropriate, the unit member and his/her administrator may agree to an alternate method of obtaining a record of the unit member's performance.
- b. The unit member will submit a written report of the lesson or professional session to the administrator within ten (10) days of the lesson or professional session. This report will be forwarded to the Superintendent.

4. GOAL SETTING

- a. A unit member may select a performance goal to achieve during that school year. The administrator must approve the goal and the plan of implementation. The plan should include a clearly stated objective, a time-line, and a method of evaluation.
- b. A final report must be submitted to the administrator and forwarded to the Superintendent.

5. PORTFOLIO

- a. A unit member may elect to create a portfolio as an observation alternative. The portfolio will include at least one (1) artifact per criteria to demonstrate effective practice of five (5) of the evaluation criteria from the unit member's evaluation form; or five (5) artifacts to demonstrate effective practice of one (1) of the evaluation criteria from the unit member's evaluation form. The unit member will generate a brief written summary that relates the artifacts included in the portfolio to the unit member's professional duties. The written statement should demonstrate reflective and responsive practice by the unit member. The portfolio and written summary will be submitted to the unit member's administrator. Upon review by the unit member's administrator, the portfolio will be returned to the unit member.
- b. A copy of the unit member's written summary will be forwarded to the Superintendent.

PART D

EVALUATIONS - OTHER

1. ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)

The terms and conditions of observations and evaluations for bargaining unit members under NYS Annual Professional Performance Review regulations shall be collectively agreed to and reduced to written agreement annually. Said agreement shall be contained in the document "Unatego Central School District Bargaining Unit Member Observations and Evaluations Bargaining Unit Members Under NYS Annual Professional Performance Review Regulations" and shall be part of the 2014 – 2018 bargaining agreement and shall be enforceable under the grievance procedures in this collective bargaining agreement.

2. TEACHER IMPROVEMENT PLAN: Appendix D

3. CLASSROOM OBSERVATION FORMS – Bargaining Unit Members Not Required for APPR: Appendix E

PART E

REVIEW

A standing committee on Unit Member Evaluation, consisting of two (2) administrators appointed by the Superintendent and four (4) bargaining unit members appointed by the Association President, will meet at least annually to review and evaluate the Unit Member Evaluation process.

A brief report will be made to the Association President and Superintendent as to recommendations for changes, if any.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. Copies of this agreement shall be reproduced at the expense of the Board and given to all bargaining unit members now employed or hereafter employed by the Board within two (2) weeks after its execution or employment if that occurs later.
- B. The probationary appointment period for new teachers will be three (3) years. Except, the probationary period shall not exceed two (2) years for a teacher previously appointed on tenure in another school district, within the state, or where the teacher had previously been appointed to tenure in the Unatego CSD, and to teachers who achieved tenure at a BOCES; provided the teacher was not dismissed from the former district.

- C. Tuition fees will be waived for children of bargaining unit members who live outside of the District yet wish their children to attend classes in the Unatego Central School District.
- D. The District shall establish an IRS 125 Plan for the purpose of premium conversion for bargaining unit member contributions towards health and dental premiums.

ARTICLE XIII

TEACHING HOURS

- A. The workday for elementary bargaining unit members will begin at 8:00 AM and will end at 2:50 PM. The workday for middle school and high school bargaining unit members will begin at 8:15 AM and will end at 3:00 PM. The same beginning and ending times shall apply to all bargaining unit members within their assigned building.
- B. Teachers shall remain on duty after student dismissal for the time necessary to complete their professional responsibilities. It is understood and agreed that an integral part of the professional responsibilities of each teacher is to provide adequate time before or after the workday for conferring with students who require and/or request additional help, parent conferences and preparation for the next day's teaching schedule. It is further understood that part of the teacher's professional responsibilities includes working and meeting with his/her academic department and/or grade-level colleagues in accordance with department and/or grade-level goals as approved by the Administration.
- C. Generally Bargaining Unit Members may be required to remain once a month for faculty meetings within their assigned buildings, or similar agenda-driven meetings called by the Administration, when necessary without additional compensation, with no meeting lasting more than one (1) hour. Agendas for such meetings will be established by the Administration and provided to attendees by 12 noon on the day of the meeting. In the event of an emergency or under unusual circumstances the administrators may call additional meetings.
- D. In addition to monthly faculty meetings, the Administration may require teachers to attend up to four (4) workshops and/or professional development conferences related to school improvement per school year for no more than an aggregate of six (6) hours. Any and all such workshops and/or conferences shall not extend the workday by more than one and one-half (1 ½) hours in accordance with the workday hours stated in Section A of this Article of the Bargaining Agreement.
- E. When Bargaining Unit Members are required to attend workshops and/or professional development conferences during the workday that are held at locations outside the school district, the Superintendent may vary the start and/or end times of the school workday up to thirty (30) minutes (Article XIII, Section A). In such cases, the length of the workday shall not be extended.
- F. Attendance at all other meetings other than during the regular workday shall be at the option of the individual bargaining unit member.

ARTICLE XIV
TEACHING LOAD

DEFINITIONS: Teacher load is the total workday or assignment(s) for a teacher. A student assignment means any assignment during which a teacher is responsible for instruction and/or supervising students.

Elementary means an elementary teacher who is assigned to instruction within an elementary school building.

Secondary means any teacher who is assigned to instruction within the middle or high school.

Academic areas are defined as English, Social Studies, Science, Math, and Foreign Language.

Duty as used means an assignment to supervise students without obligation to provide instruction within the workday such as the supervision of study hall, cafeteria, alternative learning space, the arrival or departure of students to and from school, and monitoring hallways for a duration of one period, within the teacher's workday. A duty shall be considered the equivalent to one teaching assignment. The supervision of students in the hallway between classes and at the beginning and end of the workday shall not count as a teaching assignment or duty for purposes of the above.

A. **ELEMENTARY**

1. The total pupil contact time of classroom and special teachers shall not exceed an average of 322 minutes per day over a one-week period.
2. Elementary teachers shall have a 30-minute period free from assigned duties during the hours normally allowed for pupils' lunch periods.
3. Teacher aides shall be employed to supervise noon hour and playground duties. Teachers will be requested to assist in such duties only in cases of extreme emergency.
4. Elementary teachers shall have at least one (1) unscheduled free period per day of at least forty (40) minutes duration for activities related to the instructional program.
5. Elementary teachers shall not be assigned to bus duty, except at critical times such as the beginning of the school year, holidays, and emergencies.

B. SECONDARY

1. All secondary teachers whose teaching assignments are in an academic area shall not be assigned more than five (5) classes plus one (1) duty each day. The District shall have the right to assign a sixth class instead of a duty to teachers, other than department chairs and lead teachers. However, no teacher can be assigned a sixth class two (2) years in a row in an academic area unless such assignment is voluntary on the teacher's part. In the event that a teacher voluntarily agrees to teach a sixth class and as a result of such an agreement the teacher has taught more than five (5) classes for two (2) consecutive years, such teacher will not be eligible to teach a sixth class in the following year. Requests for voluntarily teaching a sixth class shall be made in writing to the teacher's building administrator with a copy provided to the Teachers Association at least two (2) months prior to the beginning of the school year or semester for which the assignment is being requested.
 2. The Association will be given a master schedule prior to the beginning of each school year and at the beginning of the second semester.
 3. Within the workday each secondary teacher should have two free periods per day for activities related to the instructional program, as well as a duty free lunch period equal in length to the students' lunch period.
 4. Teacher assignments to a duty shall be rotated at least every four (4) years provided a teacher so assigned submits a request to be relieved of the duty.
 5. If secondary teachers are assigned to teach six classes (under B.1.) in such instances the total number of students assigned to said teacher(s) shall not exceed 150. This shall not apply in the areas of physical education, chorus, and band.
 6. Teachers with six classes and four (4) or more preparations shall not be assigned any additional duties.
 7. Changes and/or adjustments to the school schedule within the workday shall be first reviewed by a committee consisting of two (2) teachers selected by the UTA and two (2) Administrators selected by the building principal. The said committee shall meet to discuss schedule adjustments within the total length of the work day which may affect Article XIV, Section B.1. Said committee would then file a written report to both the Association and District. Any changes in terms and conditions of employment and/or the contract would require the written agreement of both the UTA and District.
- C. The administration may require a teacher to supervise an extra class or part of a class only in the case of emergency situations, such as failure of the absentee to notify the Designated Building Principal of the impending absence in advance, or illness of a teacher during the school day or inability of a teacher to find a substitute. This emergency situation shall be of one (1) school day's duration. The administration shall make every effort to obtain substitute teachers as necessary.

ARTICLE XV

CLASS SIZE

Temporary Changes to Class Size for a Particular Class

- A. Should it be necessary to exceed the class size limits established by Board of Education Policy, the following procedure will be followed:
1. The Designated Building Principal will notify the Board of Education immediately.
 2. At the next regularly scheduled Board of Education meeting, the Designated Building Principal involved will present his/her position and rationale for exceeding a class size to the Board of Education for consideration.
 3. If less than seven (7) days exist between the occurrence of the overload and the next regular Board of Education meeting, arguments will be presented at the second regular Board of Education meeting.
 4. The teacher directly involved will present his/her views relating to the proposed change to the Board of Education at the same meeting. The teacher will be entitled to representation when presenting his/her position.
 5. Both the Designated Building Principal and the teacher involved may present further data at a subsequent Board of Education meeting if it appears desirable.
 6. The Administrators and the Board of Education will make every effort to correct the overload within three months from the time the overload is reported to the Board of Education.
- B. When an increase in the maximum class size is proposed, the Administrators will consult with the teacher(s) involved prior to presenting it to the Board of Education for approval.
- C. Any approved increases in class size will apply for that school year and that school year only.

Changes to Class Size Maximum Numbers

- D. Class size maximum numbers as stated in the Board of Education policy will not be changed by the Board of Education until a joint committee, made up of the President of the Board of Education, President of the Unatego Teachers Association, one board member, one Administrator and two members of the professional staff appointed by the Unatego Teachers Association, have studied the situation and reported its findings to the Board of Education and the Unatego Teachers Association. The report of the findings is to be made not later than March 1 of the last year of the contract term.

ARTICLE XVI

DEPARTMENT CHAIRPERSON AND LEAD TEACHER

- A. Each academic area with four (4) or more personnel shall have a Grade 6 – 12 Department Chairperson. In addition, there shall be a Fine Arts Department Chairperson for the department comprised of all K-12 Music and Art Teachers employed by the District. Those Departments with the full-time equivalent of two (2) to three (3) persons shall have a lead teacher.
- B. The requirements for the department chairperson and lead teacher shall be:
 - 1. Certification in the subject area (Masters Degree or equivalent)
 - 2. For a teacher within the system - some supervisory courses or equivalent experience which will prepare a prospective chairperson for functioning in a supervisory capacity.
 - 3. For a teacher outside the system - successful teaching experience or experience commensurate with the requirements for a department chairpersonship in the Unatego School System.
- C. The primary responsibility of the department chairperson will be the educational program of his/her department. Some of the duties should include:
 - 1. Establishing curriculum together with the department members.
 - 2. Learning, evaluating, and inaugurating modern teaching techniques.
 - 3. Exploring new materials.
 - 4. Assisting the Administration with the evaluating of the teaching staff within the department.
 - 5. Coordinating the department and acting as counselor and advisor to the staff members.
- D. The department chairperson shall also make every effort to improve the professional capabilities of his/her staff through in-service programs, professional meetings and all other means available to him/her. He/she should act as a link between the department and the Administration.
- E. The department chairperson and lead teacher shall make recommendations in such areas as:
 - 1. Teaching assignments in the department
 - 2. Purchasing of equipment and supplies
 - 3. Directing of department activities

- F. Recommendations for department chairperson shall be made by department members for the approval of the administrators and the Board of Education. Lead teacher shall be selected by the administration for board approval.
- G. Selection of department chairperson and lead teachers shall begin during any school year when a vacancy exists or occurs in academic areas and qualified candidates are available.
- H. Compensation for department chairperson of academic areas will be: six (6%) percent of the base salary for departments with four (4) to five (5) teachers and seven (7%) percent of the base salary for departments with six (6) or more teachers. Compensation for Lead teachers will be two (2%) percent of base salary.
- I. All department chairpersons and lead teachers will be subject to evaluation and reappointment by the Board of Education at the end of each three-year period following their first appointment. If a bargaining unit member is not reappointed to a department chairperson or lead teacher position the reasons will be based on unsatisfactory performance as documented in the Department Chair's evaluations. The Administration must notify him/her by personal interview, stating reasons for such action. If a unit member is to be relieved from a department chairperson or lead teacher position during the period of appointment, such removal will be for cause.

ARTICLE XVII

LONG-TERM SUBSTITUTE TEACHERS, OCCUPATIONAL THERAPISTS, ASSISTANT OCCUPATIONAL THERAPISTS, PHYSICAL THERAPISTS, SPEECH THERAPISTS, AND LICENSED TEACHING ASSISTANTS

Long-Term Substitute Teachers

Long-Term Substitutes will be eligible for all rights and benefits under the terms of the Agreement between the Unatego Superintendent and the Unatego Teachers Association except for those provisions of this agreement which are explicitly stated otherwise and except for those provisions listed below:

- A. Long-Term Substitutes shall not be entitled to the following provisions:
 - 1. Article V – Leave of Absence
 - a. Section A. 1
 - b. Section B - Subsections 2, 3
 - c. Section C
 - d. Section D
 - e. Section E
 - f. Section F
 - g. Section G
 - 2. Article VI – Academic Freedom: Section A
 - 3. Article VII – Curriculum Reform
 - 4. Article IX – Teacher Participation
 - 5. Article X – Just Cause
 - 6. Article XIX – Assignments, Voluntary Transfers and Reassignments
 - 7. Article XXV – Retirement Incentive

B. EVALUATION

1. Article XI – Bargaining Unit Member Observations and Evaluations does not apply to long-term substitutes.
2. Long-term substitutes will be expected to maintain a program of classroom instruction while in service.
3. Building Principals will supervise the performance of long-term substitutes according to the following criteria:
 - a. Subject matter competency
 - b. Classroom management
 - c. Professional preparation and attitude
 - d. Staff relationships
 - e. Parent relationships
 - f. Pupil relationships
4. Long-term substitutes who are not maintaining the program of classroom instruction will be referred to the Superintendent by Building Principals for dismissal.
5. The Superintendent will recommend dismissal of a long-term substitute to the Board of Education based upon a statement of reasons.
6. Long-term substitutes will be given a written statement of reasons and at least two (2) weeks notice of dismissal.

Licensed Teaching Assistants

The Licensed Teaching Assistants will be eligible for all rights and benefits under the terms of the Agreement between the Unatego Superintendent and the Unatego Teachers Association except for those provisions of this agreement which are explicitly stated otherwise and except for those provisions listed below:

1. Article V – Leaves of Absence: Sections C, E, F, and G
2. Article VI – Academic Freedom
3. Article VII – Curriculum Reform
4. Article IX – Teacher Participation
5. Article X – Just Cause
6. Article XIII – Teaching Hours; Section B, C, and D
 - a. Licensed Teaching Assistants may be required to remain for meetings, workshops and professional conferences without additional compensation for no more than one (1) meeting lasting no more than (1) hour in any one month.
7. Article XIV – Teaching Load: Section A (1, 3, 4, and 5), B, and C

- a. Licensed Teaching Assistants will be entitled to thirty (30) minutes of preparation time per day for activities related to the instructional program and preparation time shall be free of any assigned duties including collaborative planning.
8. Article XVI – Department Chairperson and Lead Teacher
9. Article XXI – Professional Compensation: Section A, B, C, and D
 - a. The Superintendent shall put into effect the agreed upon salary schedule as established in Appendix C.
 - b. The Superintendent agrees to keep all Licensed Teaching Assistants on step of the adopted salary schedule during any school year.

Physical Therapist, Occupational Therapist, and Assistant Occupational Therapist

It is understood that incorporation of the Physical Therapist, Occupational Therapist, and the Assistant Occupational Therapist titles into the bargaining unit shall apply as per the following terms. The Physical Therapist, Occupational Therapist, and the Assistant Occupational Therapist will be eligible for all rights and benefits under the terms of the Agreement between the Unatego Superintendent and the Unatego Teachers Association except for those provisions which are explicitly stated otherwise and except for those provisions listed below.

Definition: “Therapist” as used in this Article shall mean Physical Therapist, Occupational Therapist, and Assistant Occupational Therapist for the provisions below except where the full position titles are used.

The workday for the Therapists will be 8:00 AM to 3:00 PM.

The following provisions of the Agreement shall not apply:

1. Article V– Leaves of Absence; Sections E, F, G
2. Article VI– Academic Freedom
3. Article VII– Curriculum Reform
4. Article IX – Teacher Participation; Sections A, B, C
5. Article XIII – Teaching Hours
6. Article XV– Class Size
7. Article XVI – Department Chairperson and Lead Teacher

The following provisions of the Agreement shall apply subject to modification:

1. Article XI, Part III, Modification: The Therapists will be evaluated annually using the evaluation form for Pupil Personnel Providers.
2. Article XII, Section B, Modification: The probationary period for the Therapists will be 26 weeks.

3. Article XIV, Modification: The Therapists will have a 30-minute duty free lunch. Each Therapist shall have at least one (1) unscheduled free period per day of at least forty (40) minutes duration for activities related to his/her professional responsibilities.
4. Article XXI, Modifications: Base salary for the Physical Therapist and Occupational Therapist shall be as per the Teacher salary schedule. Base salary for the Assistant Occupational Therapist shall be as per 70% of the Teacher salary schedule.
5. Article XVI, Section A, Modification: The Occupational Therapist will serve in a supervisory capacity for the Assistant Occupational Therapist in accordance with applicable New York State regulations and requirements.
6. Article XVI, Section H, Modification: The Occupational Therapist will be compensated 3% of the base salary for supervisory duties of the Assistant Occupational Therapist.

Speech Therapists

The Speech Therapists will be eligible for all rights and benefits under the terms of the Agreement between the Unatego Superintendent and the Unatego Teachers Association except for those provisions which are explicitly stated otherwise and except for those provisions listed below:

The workday for the Speech Therapist will be 8:00 AM to 3:00 PM.

The following provisions of the Agreement shall not apply:

1. Article XIII – Teaching Hours
2. Article XV – Class Size
3. Article XVI – Department Chairperson and Lead Teacher

The following provision of the Agreement shall apply subject to modification:

Article XIV, Modifications: Speech Therapist will have a 30-minute duty free lunch. The Speech Therapist shall have at least one (1) unscheduled free period per day of at least forty (40) minutes duration for activities related to his/her professional responsibilities.

ARTICLE XVIII

SCHOOL WORK YEAR

- A. The number of required teaching days, conference days and emergency days shall be in accord with the calendar established by the Administration and the Association. It shall coincide with the Supervisory District of which Unatego Central School is a member except that:
 1. The Board shall adopt a calendar of one hundred eighty-six (186) days. Said calendar shall consist of up to one hundred eighty-five (185) teaching days (depending on the number of inservice days) plus up to five (5) inservice workdays (including superintendent's conference days) to yield the one hundred eighty-six (186) day total. [i.e. – 185 teaching days plus one (1) inservice day, 184 teaching days plus two (2) inservice days, 183 teaching days plus three (3) inservice days, etc.]

2. Said calendar shall contain six (6) days for emergencies. Any emergency days required to be added, (over and above those originally allocated) which would result in school being in session for less than one hundred eighty (180) days (inclusive of the superintendent conference days), shall be regained by subtracting an equal number of days from remaining scheduled vacation days. Such days shall be established by the District after consultation with the Association. The District may also change scheduled inservice days to teaching days, if necessary and after consultation with the Association, to ensure that the State minimum number of teaching days is met for the school year.
 3. Said calendar shall contain a minimum of two (2) half-day days during Regents weeks for elementary bargaining unit members to use for clerical and end of the year responsibilities.
 4. Said calendar shall contain an inservice workday for the elementary schools on the last day of the school calendar if any excess days remain above and beyond the NYS Commissioner's regulations for minimum number of school year days after unused emergency days have been added to scheduled vacations in accordance with Article XVIII, Section C, Subparagraph 2.
- B. Bargaining unit members may be required to serve any additional time necessary only to complete their professional responsibilities for the year.
- C. Unused Emergency Days
1. If one (1) emergency day is unused, one (1) day will be added to a scheduled vacation as stated in C. 2. below. If two (2) or more emergency days are unused, two (2) days will be added to scheduled vacation days as stated in C. 2. below.
 2. Unused emergency days will be added to remaining scheduled vacation days by the District, after consultation with the Association, provided the scheduling of such days does not result in school being in session for less than the required one hundred eighty (180) days (inclusive of the superintendent conference days.)
- D. If unused emergency days remain after the use of one (1) emergency day as per Section C, Article XVIII then the elementary bargaining unit members shall be given two (2) half days during Regents week for clerical purposes. Said days shall be available if days remain above the required one hundred eighty (180) state aid days (inclusive of superintendent's conference days).

ARTICLE XIX

ASSIGNMENTS, VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Bargaining unit members will be notified of their tentative program for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes that they will have, as soon as practical and under normal circumstances if possible by June 1 but not later than June 10.
- B. Notice of assignments for all newly employed personnel, of their specific position, shall be given as soon after appointment as possible.
- C. Bargaining unit members who desire a change in grade and/or subject assignment or who desire to transfer to another building may inquire at any time to ascertain the possibility of such a vacancy in the following school year and may file a written statement of such desire with the appropriate principal ordinarily not later than February 1. Such statement shall include the grade and/or subject to which the bargaining unit member desires to be assigned.
- D. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual bargaining unit member will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.

ARTICLE XX

VACANCIES AND PROMOTIONS

- A. All vacancies in promotional positions as defined in paragraph D of this article shall be posted in every school, setting forth a description of and the qualifications for the position. This posting shall include placement in the reception area of each building's main office, an email to each Bargaining Unit Member's school email address, and a hard copy provided to the Association President.
- B. When school is in session, such notice shall be posted (as stated above) as soon as the position exists or at least ten (10) calendar days before the final date when applications must be submitted.
- C. Bargaining Unit Members who desire to apply for such vacancies when school is in session shall submit their application in writing to the Superintendent or the Designated Building Principal within ten (10) calendar days following the posting of the vacancies. Bargaining Unit Members who wish to apply for promotional positions that may occur during the summer vacation period shall submit their names, summer address and phone number to the Superintendent at the end of the school year. Such notices shall be posted and sent at least ten (10) calendar days before the final date applications must be submitted. The above condition will prevail until August 1 after which, if a vacancy occurs, the administration shall have the right to fill the vacancy as quickly as possible giving due consideration to the Bargaining Unit Members who filed their names indicating the desire to apply for promotional positions.

- D. Promotional positions are defined as follows:

Positions not on the basic salary schedule for bargaining unit members and/or positions on the administrator-supervisory level, including but not limited to positions as: supervisor, director, principal, department head, guidance counselor, coordinator, and coach.

- E. All appointments to the above vacancies and openings shall be based on qualifications.
- F. Present Bargaining Unit Members applying for a promotional position or vacancy will be given full consideration. Present Bargaining Unit Members not selected will receive a personal interview as to why he/she did not receive the promotion or vacancy requested.

ARTICLE XXI

PROFESSIONAL COMPENSATION

- A. The Superintendent agrees to keep all Bargaining Unit Members on step of the adopted salary schedule during any school year.
- B. The Superintendent may grant service credit for salary structure placement to candidates for employment on the basis of one (1) year of credit for one (1) year of military service up to a maximum of two (2) years.
- C. The Superintendent shall grant no more than one (1) salary step for each year of actual teaching experience up to the last automatic salary step.
- D. The Superintendent shall put into effect the agreed upon salary schedule as established in Appendix "A".
- E. The Superintendent shall put into effect the agreed upon salary schedule for extracurricular activities as established in Appendix "B".
- F. Acceptance of an extracurricular activity assignment as established in Appendix "B" shall be at the Bargaining Unit Member's option.

ARTICLE XXII
HEALTH INSURANCE

- A. The Superintendent shall offer to bargaining unit members the DCMO BOCES Consortium Blue PPO Plan H and Capital District Physicians' Health Plan (CDPHP).

The District Plans will include a prescription drug rider as follows:

Generic	- ten (\$10.00) dollar
Brand Name	- twenty (\$20.00) dollar
Mail Order (all orders over thirty [30] days)	- two co-pays

Beginning July 1, 2015, the Superintendent shall offer to all bargaining unit members the New York 44 health insurance plan NY44 HEALTH BENEFITS PLAN East Central New York Area, MVP Option A Version 2.2 MVP.

The District Plan will include a prescription drug rider (Tiers as defined by NY 44 prescription provider) as follows:

Tier I	- zero dollars (\$0.00)
Tier II	- fifteen dollars (\$15.00)
Tier III	- thirty dollars (\$30.00)

For billed charges which occur between July 1, 2015 and August 31, 2018, as described below, the District shall reimburse all bargaining unit members and all retirees retiring on or after July 1, 2014 that participate in the health plan:

Five dollars (\$5.00) for each and every thirty (30) day and fifteen dollars (\$15) for each and every ninety (90) day generic prescription filled at a pharmacy or by mail-order that is classified as a Tier II or Tier III prescription for the bargaining unit member and/or his/her covered dependent;

Ten dollars (\$10.00) for each and every thirty (30) day and thirty dollars (\$30) for each and every ninety (90) day Tier III prescription filled at a pharmacy or by mail-order for the bargaining unit member and/or his/her covered dependent;

Five dollars (\$5.00) for each and every Tier II ninety (90) day prescription submitted to the designated mail-order and twenty dollars (\$20.00) for each and every Tier III ninety (90) day prescription submitted to the designated mail-order provider for the bargaining unit member and/or his/her covered dependent.

Up to one hundred dollars (\$100) of out of pocket expenses for the cost of eye glasses or contact lenses for each employee and his/her covered dependent per year.

All reimbursements as stated above shall be made by means of a check payable to the bargaining unit member no later than thirty (30) calendar days from the date that a copy of the charged expense(s) is submitted to the Superintendent or the Superintendent's designee. Copies of charged expenses will be submitted by the bargaining unit member to the Superintendent or the Superintendent's designee no later than ninety (90) days

after the bargaining unit member and/or the bargaining unit member's dependent received the service.

Except for generic drugs, under no circumstances shall the District be required to reimburse the employee so that s/he pays less for a prescription than s/he would have under the DCMO BOCES Consortium Blue PPO Plan H and Capital District Physicians' Health Plan.

- B. The Superintendent shall pay ninety percent (90%) of the cost for individual coverage and eighty-five percent (85%) of the additional cost for individual/spouse or domestic partner, eighty-five percent (85%) of the additional cost for individual/children coverage, eighty-five percent (85%) of the additional cost of the family coverage. Eligibility for enrollment as an employee's Domestic Partner shall be in compliance with the eligibility requirements set forth by the health insurance providers specified in Section A of this article. The District shall pay only a pro-rated portion of these amounts for those part-time employees hired after October 1, 1988.
- C. A committee will be formed composed of three (3) bargaining unit members and three (3) Board appointed members. The purpose of the committee is to study alternatives to the current health plan. The committee shall be activated at the request of either party. Any member of the committee may propose an alternative to the current health plan. If it is determined that the new plan will provide acceptable benefits and result in savings to the District the plan will be sent to the parties for consideration and possible adoption. If the new plan results in premium cost savings to the District, forty (40%) percent of such savings will be applied towards the unit member share of the health insurance premiums for the coming year. District savings will be defined based on the projected rates for the upcoming plan year as proposed by the carriers and the projected census of unit members covered under the plan. The Parties agree, through the structure of this committee, to continue to negotiate over an alternative health insurance product for retirees who are Medicare eligible, provided such alternative is a choice between multiple plans by the retiree pursuant to Article XXII, Section D.
- D. The District shall offer and continue to offer to Bargaining Unit Members that retire from the District the health plans specified in Section A of this article. The District shall pay fifty percent (50%) of the cost for individual coverage and thirty-five percent (35%) of the additional cost for individual/spouse or domestic partner, thirty-five percent (35%) of the additional cost for individual/children coverage, thirty-five percent (35%) of the additional cost for family coverage. Unit members retiring with fifteen (15) or more years of service, the District shall pay seventy-five percent (75%) of the cost for individual coverage and fifty percent (50%) of the additional cost for individual/spouse or domestic partner, fifty percent (50%) of the additional cost for individual/children coverage, fifty percent (50%) of the additional cost for family coverage.

For Bargaining Unit Members hired on or after July 1, 2016, the District shall offer and continue to offer to Bargaining Unit Members that retire from the District the health plans specified in Section A of this article as per the following:

For retirees with less than ten (10) years of service, the District shall offer coverage of all levels of health insurance and the District shall pay zero percent (0%) of the

cost of coverage for the retiree and/or the retiree's dependent(s). For retirees with at least ten (10) years and fewer than fifteen (15) years of service, the District shall offer coverage of all levels of health insurance and the District shall pay 50% of the cost for individual coverage and twenty-five percent (25%) of the additional cost for individual/spouse or domestic partner, twenty-five percent (25%) of the additional cost for individual/children coverage, zero percent (0%) of family coverage. Unit members retiring with fifteen (15) or more years of service, the District shall pay seventy-five percent (75%) of the cost for individual coverage and fifty percent (50%) of the additional cost for individual/spouse or domestic partner, fifty percent (50%) of the additional cost for individual/children coverage, fifty percent (50%) of the additional cost for family coverage.

For any coverage selected (paragraphs A, B or D) above other than individual (e.g., individual/spouse or domestic partner, individual/children, family) the District shall pay the individual rate plus the percentage of the difference between the individual rate and the selected coverage. For example, for a Bargaining Unit Member selecting individual/children coverage, the District shall pay ninety percent (90%) of the individual premium plus eighty-five percent (85%) of the additional cost of the individual/children coverage.

- E. The District shall provide coverage to surviving dependents and spouse (as defined in the Internal Revenue Service Code) provided the surviving spouse and/or dependent pays 100% of the cost of the coverage.
- F. The Plan coverage shall include the "Non-Duplication" Medicare Supplement.
- G. All bargaining unit members shall have the option of not participating in or dropping the health insurance plans provided by the District.

One payment of \$1000 will be issued to each participating Bargaining Unit Member if ten (10) or fewer Bargaining Unit Members elect not to take the District's health plans. One payment of \$2000 will be issued to each participating Bargaining Unit Member if more than ten (10) Bargaining Unit Members elect not to take the District's health plans.

All unit members who meet the criteria and who elect not to take the health insurance plan are eligible.

Notification for requesting this option must be given in writing and proof of alternate coverage must be provided to the Superintendent or designee annually by April 30th or upon the date of hire for new unit members.

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 there is less than a full year of employment.

If a unit member wishes to change his/her option, written notice must be given to the Superintendent or designee by April 30th, regardless of the date of hire, and said change will be effective as of July 1st of the succeeding fiscal year if the criteria of the health insurance plan is met and approved.

Bargaining unit members and retirees who change coverage under a spouse's plan or who wish to change coverage due to a life-changing situation will, upon proof of said loss or situation, be allowed re-entry into either of the insurance programs. Re-entry will be as soon as possible within the rules of the carrier. The payment will be pro-rated if the entry is in the same year the plan was dropped.

- H. The District will offer an IRS section 125 plan. The third party administrative costs of the plan will be the responsibility of the unit member participating in the plan unless the unit member allocates more than \$500 to the plan or if the unit member only accepts the plan for purposes of the employee contribution to health insurance premiums.
- I. For all bargaining unit members retiring on July 1, 2014, or later with ten (10) or more years of service, the District shall contribute funds to a Health Reimbursement Account (HRA) in the retiree's name, no later than July 1 of each year, the amounts in accordance with the following:
 - July 1, 2014 – three hundred (\$300) dollars
 - July 1, 2015 – three hundred (\$300) dollars
 - July 1, 2016 – six hundred (\$600) dollars
 - Each July 1 in each and every year thereafter – six hundred (\$600) dollars until such time that the retiree becomes eligible for Medicare Coverage.

ARTICLE XXIII

DENTAL INSURANCE

- A. **SAVINGS DUE TO CHANGES:** If any change in health insurance plans take place as a result of the study, 50% of the savings shall be applied to the dental plan up to a maximum of \$1500 additional.
- B. Trust Fund
1. A Trust Fund will be established and administered by the Unatego Teachers Association for the purpose of providing dental benefits to the members of the bargaining unit.
 2. The District shall contribute to the Fund as follows:

2014-15:	\$41,093
2015-16:	\$43,559
2016-17:	\$46,172
2017-18:	\$48,942
- District contributions to the Fund shall be according to the following schedule:
- July 1 - 50% of annual contribution
 - October 1 - 25% of annual contribution
 - January 1 - 25% of annual contribution.
3. The District shall deduct employee contributions from participating employees. Said deductions shall be forwarded to the Fund. The District will be notified of amounts to be deducted by September 15th of each year.
 4. The Trust Fund shall contract with a third party administrator to administer the dental reimbursement program or the Association shall administer a union welfare trust dental program.
 5. All funds remaining in the Fund at the end of each fiscal year shall be rolled over into the following year.
 6. The Fund Trustees shall:
 - a. execute a contract with a third party administrator,
 - b. determine employee contributions in consultation with the administrator,
 - c. determine benefit levels after consultation with the administrator,
 - d. administer the Trust Fund,
 - e. and perform other duties as per the Declaration of Trust.
 7. The Association will provide a copy of annual Fund reports to the District at the end of each fiscal year.
 8. The District shall be held harmless from any possible actions brought against the District and the Fund.

ARTICLE XXIV
ASSOCIATION PRIVILEGES

- A. The Association may be permitted to use school facilities for its meetings at the end of a school day provided a written request for use of such facilities is submitted to the Superintendent or Designated Building Administrator no less than one (1) school day prior to the date of the meeting.
- B. The Association may be permitted to utilize duplicating equipment and supplies for Association matters in reasonable quantities without charge in accordance with REPRESENTATION.
- C. Bargaining unit members will have the option to have monies deducted from paychecks for the purpose of deposit into personal accounts in financial institutions including at least the Chen-Del-O and Sidney Federal Credit Unions and two additional financial institutions. The District will maintain a list of participating financial institutions for direct deposit of employee payroll. Bargaining unit members shall be permitted to request the names of financial institutions to be included on the list. Amounts designated for deduction and deposit may be initiated or halted by giving the Superintendent notification at least two (2) weeks prior to a pay period. One check covering the total deductions will be mailed each payday to the participating financial institutions.

Bargaining unit members may make contributions to District approved tax-sheltered annuities provided that the employee has signed all paperwork required by the business office and the TSA in question has signed off on a save-harmless agreement developed by the District.

- D. The Association will be permitted to use the office mailboxes for the purpose of communication with its members. The Association will be permitted to use the school computers and internet access for Association business, provided such use is in accordance with the District's computer use guidelines.
- E. The District shall deduct contributions to NYSUT Member Benefits and NYSUT VOTE-COPE from a bargaining unit member's paycheck upon written consent of the bargaining unit member. The form authorizing said deduction shall be mutually agreed upon by the District and the Association. Said deduction can be made at any time throughout the school year.

ARTICLE XXV

RETIREMENT INCENTIVE

- A. Retirement incentive will be granted to Bargaining Unit Members with ten (10) or more years of service to the District on the following basis:

If a Bargaining Unit Member submits the following statement:

"I hereby terminate my position in the Unatego Central School District effective
*July 1, _____ or June 30, _____."

to the office of the Superintendent not later than 4:00 p.m. on March 1, of the same year, then the District will make a lump sum payment to the Bargaining Unit Member as follows:

First year of eligibility for a non-diminished retirement: Bargaining Unit Members shall receive a lump sum payment calculated by taking 70% of the difference between the teacher's own salary rate and of the B Step 1 salary rate (Licensed Teaching Assistants: Step 1 of Licensed Teaching Assistant Salary Schedule, Appendix C) for the same year.

*A Bargaining Unit Member whose birthday falls during the months of July or August shall have the option of retiring under this provision either the immediately preceding July 1 or the subsequent July 1, provided he/she gives the required notice.

A Bargaining Unit Member who does not retire under his/her first year of eligibility under this article but instead retires during one of the following four (4) years shall receive a lump sum payment equal to 0.0018 of the B Step 1 salary rate (for Licensed Teaching Assistants Step 1 of Licensed Teaching Salary Schedule, Appendix C) times the number of unused accumulated sick days and personal days credited to the Bargaining Unit Member as of the time of retirement.

- B. No such payment will be made to any Bargaining Unit Member who is not eligible under Section A. Such payment will be made on or before September 30th of the next school year.
- C. The District may grant an incentive (below 70%) to teachers who are more than five (5) years past their first year of eligibility. The amount, if any, is at the District's discretion and through agreement with the Association. Said Agreement will not be subject to the grievance procedure.

ARTICLE XXVI

MILEAGE REIMBURSEMENT

Bargaining unit members who have been authorized to drive their personal automobiles as part of their regular duties or for attendance at out-of-district approved conferences or meetings will be reimbursed at the IRS approved mileage reimbursement rate. Bargaining unit members are encouraged to make use of school vehicles when available.

APPENDIX A
PROFESSIONAL COMPENSATION

- A. All bargaining unit members shall be placed on their salary step for each of the school years covered by the contract period.
- B. For the 2014-15 year, all those bargaining unit members off the schedule shall receive an increase of 2.4% of their 2013-14 salary. This increase excludes any new hours earned, whose rate would be determined by the salary schedule.
- C. 2014-2015 Salary Schedule

Step	B	B+5	B+10	B+15	B+20	B+25	B+30	M	B+45	M+15	B+60	M+30	M+45	DOCT
1	\$ 43,945	\$ 44,287	\$ 44,621	\$ 44,959	\$ 45,294	\$ 45,630	\$ 45,968	\$ 46,642	\$ 46,978	\$ 47,984	\$ 47,983	\$ 49,320	\$ 50,760	\$ 52,336
2	44,466	44,812	45,150	45,492	45,831	46,171	46,513	47,195	47,535	48,553	48,552	49,905	51,362	52,956
3	45,229	45,580	45,924	46,271	46,618	46,964	47,311	48,004	48,350	49,385	49,384	50,760	52,242	53,864
4	46,002	46,361	46,710	47,063	47,414	47,767	48,120	48,825	49,178	50,229	50,229	51,628	53,136	54,785
5	46,789	47,153	47,508	47,868	48,225	48,584	48,943	49,661	50,018	51,088	51,088	52,511	54,045	55,722
6	47,332	47,701	48,060	48,424	48,785	49,148	49,511	50,237	50,600	51,682	51,682	53,121	54,672	56,369
7	47,913	48,282	48,641	49,005	49,366	49,729	50,092	50,818	51,181	52,263	52,263	53,702	55,253	56,951
8	48,517	48,886	49,245	49,609	49,970	50,333	50,696	51,422	51,785	52,867	52,867	54,306	55,857	57,554
9	49,144	49,513	49,874	50,237	50,598	50,960	51,324	52,050	52,412	53,494	53,494	54,935	56,486	58,183
10	49,773	50,141	50,501	50,864	51,226	51,588	51,952	52,678	53,040	54,122	54,122	55,562	57,113	58,811
11	50,430	50,796	51,158	51,519	51,882	52,246	52,608	53,334	53,698	54,780	54,780	56,219	57,768	59,465
12	51,112	51,480	51,841	52,202	52,566	52,927	53,292	54,018	54,381	55,463	55,463	56,902	58,452	60,149
13	51,794	52,162	52,522	52,886	53,247	53,610	53,974	54,699	55,060	56,146	56,146	57,585	59,134	60,831
14	52,508	52,877	53,236	53,599	53,962	54,323	54,688	55,414	55,774	56,857	56,857	58,297	59,850	61,543
15	53,221	53,588	53,950	54,313	54,675	55,038	55,399	56,126	56,488	57,570	57,570	59,011	60,560	62,257
16	53,963	54,331	54,694	55,056	55,420	55,779	56,146	56,870	57,231	58,317	58,317	59,756	61,304	63,002
17	-	-	-	-	-	-	56,887	57,614	57,976	59,062	59,062	60,497	62,048	63,746
18	-	-	-	-	-	-	-	-	-	-	59,828	61,267	62,815	64,516

D. For the 2015-16 year, all those bargaining unit members off the schedule shall receive an increase of 3.5% of their 2014-15 salary. This increase excludes any new hours earned, whose rate would be determined by the salary schedule.

E. 2015-2016 Salary Schedule

Step	B	B+5	B+10	B+15	B+20	B+25	B+30	M	B+45	M+15	B+60	M+30	M+45	DOCT
1	\$ 44,714	\$ 45,062	\$ 45,402	\$ 45,746	\$ 46,087	\$ 46,429	\$ 46,772	\$ 47,458	\$ 47,800	\$ 48,824	\$ 48,823	\$ 50,183	\$ 51,648	\$ 53,252
2	45,483	45,837	46,183	46,533	46,879	47,227	47,577	48,274	48,622	49,663	49,662	51,046	52,537	54,168
3	46,022	46,380	46,730	47,084	47,435	47,787	48,141	48,847	49,199	50,252	50,251	51,652	53,160	54,809
4	46,812	47,175	47,531	47,890	48,250	48,608	48,967	49,684	50,042	51,113	51,112	52,537	54,070	55,749
5	47,612	47,984	48,345	48,710	49,073	49,439	49,804	50,534	50,899	51,987	51,987	53,435	54,996	56,702
6	48,427	48,803	49,171	49,543	49,913	50,284	50,656	51,399	51,769	52,876	52,876	54,349	55,937	57,672
7	48,989	49,371	49,742	50,119	50,492	50,868	51,244	51,995	52,371	53,491	53,491	54,980	56,586	58,342
8	49,590	49,972	50,343	50,720	51,094	51,470	51,845	52,597	52,972	54,092	54,092	55,582	57,187	58,944
9	50,215	50,597	50,969	51,345	51,719	52,095	52,470	53,222	53,597	54,717	54,717	56,207	57,812	59,568
10	50,864	51,246	51,620	51,995	52,369	52,744	53,120	53,872	54,246	55,366	55,366	56,858	58,463	60,219
11	51,515	51,896	52,269	52,644	53,019	53,394	53,770	54,522	54,896	56,016	56,016	57,507	59,112	60,869
12	52,195	52,574	52,949	53,322	53,698	54,075	54,449	55,201	55,577	56,697	56,697	58,187	59,790	61,546
13	52,901	53,282	53,655	54,029	54,406	54,779	55,157	55,909	56,284	57,404	57,404	58,894	60,498	62,254
14	53,607	53,988	54,360	54,737	55,111	55,486	55,863	56,613	56,987	58,111	58,111	59,600	61,204	62,960
15	54,346	54,728	55,099	55,475	55,851	56,224	56,602	57,353	57,726	58,847	58,847	60,337	61,945	63,697
16	55,084	55,464	55,838	56,214	56,589	56,964	57,338	58,090	58,465	59,585	59,585	61,076	62,680	64,436
17	-	-	-	-	-	-	58,111	58,860	59,234	60,358	60,358	61,847	63,450	65,207
18	-	-	-	-	-	-	-	-	-	-	61,129	62,614	64,220	65,977

F. For the 2016-17 year, all those bargaining unit members off the schedule shall receive an increase of 3.5% of their 2015-16 salary. This increase excludes any new hours earned, whose rate would be determined by the salary schedule.

G. 2016-17 Salary Schedule

Step	B	B+5	B+10	B+15	B+20	B+25	B+30	M	B+45	M+15	B+60	M+30	M+45	DOCT
1	\$ 45,496	\$ 45,851	\$ 46,197	\$ 46,547	\$ 46,894	\$ 47,242	\$ 47,591	\$ 48,289	\$ 48,637	\$ 49,678	\$ 49,677	\$ 51,061	\$ 52,552	\$ 54,184
2	46,279	46,639	46,991	47,347	47,700	48,054	48,409	49,119	49,473	50,533	50,532	51,939	53,456	55,116
3	47,075	47,441	47,799	48,162	48,520	48,880	49,242	49,964	50,324	51,401	51,400	52,833	54,376	56,064
4	47,633	48,003	48,366	48,732	49,095	49,460	49,826	50,557	50,921	52,011	52,010	53,460	55,021	56,727
5	48,450	48,826	49,195	49,566	49,939	50,309	50,681	51,423	51,793	52,902	52,901	54,376	55,962	57,700
6	49,278	49,663	50,037	50,415	50,791	51,169	51,547	52,303	52,680	53,807	53,807	55,305	56,921	58,687
7	50,122	50,511	50,892	51,277	51,660	52,044	52,429	53,198	53,581	54,727	54,727	56,251	57,895	59,691
8	50,704	51,099	51,483	51,873	52,259	52,648	53,038	53,815	54,204	55,363	55,363	56,904	58,567	60,384
9	51,326	51,721	52,105	52,495	52,882	53,271	53,660	54,438	54,826	55,985	55,985	57,527	59,189	61,007
10	51,973	52,368	52,753	53,142	53,529	53,918	54,306	55,085	55,473	56,632	56,632	58,174	59,835	61,653
11	52,644	53,040	53,427	53,815	54,202	54,590	54,979	55,758	56,145	57,304	57,304	58,848	60,509	62,327
12	53,318	53,712	54,098	54,487	54,875	55,263	55,652	56,430	56,817	57,977	57,977	59,520	61,181	62,999
13	54,022	54,414	54,802	55,188	55,577	55,968	56,355	57,133	57,522	58,681	58,681	60,224	61,883	63,700
14	54,753	55,147	55,533	55,920	56,310	56,696	57,087	57,866	58,254	59,413	59,413	60,955	62,615	64,433
15	55,483	55,878	56,263	56,653	57,040	57,428	57,818	58,594	58,982	60,145	60,145	61,686	63,346	65,164
16	56,248	56,643	57,027	57,417	57,806	58,192	58,583	59,360	59,746	60,907	60,907	62,449	64,113	65,926
17	-	-	-	-	-	-	59,345	60,123	60,511	61,670	61,670	63,214	64,874	66,691
18	-	-	-	-	-	-	-	-	-	-	62,471	64,012	65,671	67,489

H. For the 2017-18 year, all those bargaining unit members off the schedule shall receive an increase of 3.0% of their 2016-17 salary. This increase excludes any new hours earned, whose rate would be determined by the salary schedule.

I. 2017-18 Salary Schedule

Step	B	B+5	B+10	B+15	B+20	B+25	B+30	M	B+45	M+15	B+60	M+30	M+45	DOCT
1	\$ 46,178	\$ 46,539	\$ 46,890	\$ 47,245	\$ 47,597	\$ 47,951	\$ 48,305	\$ 49,013	\$ 49,367	\$ 50,423	\$ 50,422	\$ 51,827	\$ 53,340	\$ 54,997
2	46,861	47,227	47,583	47,943	48,301	48,659	49,019	49,738	50,096	51,168	51,167	52,593	54,129	55,810
3	47,667	48,038	48,401	48,767	49,131	49,496	49,861	50,593	50,957	52,049	52,048	53,497	55,060	56,769
4	48,487	48,864	49,233	49,607	49,976	50,346	50,719	51,463	51,834	52,943	52,942	54,418	56,007	57,746
5	49,062	49,443	49,817	50,194	50,568	50,944	51,321	52,074	52,449	53,571	53,570	55,064	56,672	58,429
6	49,904	50,291	50,671	51,053	51,437	51,818	52,201	52,966	53,347	54,489	54,488	56,007	57,641	59,431
7	50,756	51,153	51,538	51,927	52,315	52,704	53,093	53,872	54,260	55,421	55,421	56,964	58,629	60,448
8	51,626	52,026	52,419	52,815	53,210	53,605	54,002	54,794	55,188	56,369	56,369	57,939	59,632	61,482
9	52,225	52,632	53,027	53,429	53,827	54,227	54,629	55,429	55,830	57,024	57,024	58,611	60,324	62,196
10	52,866	53,273	53,668	54,070	54,468	54,869	55,270	56,071	56,471	57,665	57,665	59,253	60,965	62,837
11	53,532	53,939	54,336	54,736	55,135	55,536	55,935	56,738	57,137	58,331	58,331	59,919	61,630	63,503
12	54,223	54,631	55,030	55,429	55,828	56,228	56,628	57,431	57,829	59,023	59,023	60,613	62,324	64,197
13	54,918	55,323	55,721	56,122	56,521	56,921	57,322	58,123	58,522	59,716	59,716	61,306	63,016	64,889
14	55,643	56,046	56,446	56,844	57,244	57,647	58,046	58,847	59,248	60,441	60,441	62,031	63,739	65,611
15	56,396	56,801	57,199	57,598	57,999	58,397	58,800	59,602	60,002	61,195	61,195	62,784	64,493	66,366
16	57,147	57,554	57,951	58,353	58,751	59,151	59,553	60,352	60,751	61,949	61,949	63,537	65,246	67,119
17	-	-	-	-	-	-	60,340	61,141	61,538	62,734	62,734	64,322	66,036	67,904
18	-	-	-	-	-	-	-	-	-	-	63,520	65,110	66,820	68,692

APPENDIX B**SALARY SCHEDULE - EXTRACURRICULAR ACTIVITIES****SCHEDULE A**

2014-2015						
SALARY CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
CLASSIFICATION #1	\$3,084	\$3,497	\$3,966	\$4,497	\$5,099	\$5,783
CLASSIFICATION #2	\$1,994	\$2,333	\$2,729	\$3,193	\$3,736	\$4,371
CLASSIFICATION #3	\$1,763	\$2,062	\$2,413	\$2,823	\$3,304	\$3,864
CLASSIFICATION #4	\$1,658	\$1,937	\$2,262	\$2,642	\$3,086	\$3,605
CLASSIFICATION #5	\$1,315	\$1,533	\$1,789	\$2,085	\$2,431	\$2,835

2014-2015	
ATHLETICS- OTHERS	
TIMERS	\$56.40
SCOREKEEPERS	\$56.40
TICKET TAKERS	\$56.40
CHAPERONES	\$56.40

2015-2016						
SALARY CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
CLASSIFICATION #1	\$3,161	\$3,585	\$4,065	\$4,609	\$5,227	\$5,928
CLASSIFICATION #2	\$2,043	\$2,391	\$2,797	\$3,273	\$3,830	\$4,480
CLASSIFICATION #3	\$1,807	\$2,114	\$2,473	\$2,893	\$3,386	\$3,961
CLASSIFICATION #4	\$1,700	\$1,986	\$2,319	\$2,709	\$3,163	\$3,695
CLASSIFICATION #5	\$1,348	\$1,572	\$1,833	\$2,137	\$2,492	\$2,906

2015-2016	
ATHLETICS- OTHERS	
TIMERS	\$57.80
SCOREKEEPERS	\$57.80
TICKET TAKERS	\$57.80
CHAPERONES	\$57.80

2016-2017						
SALARY CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
CLASSIFICATION #1	\$3,240	\$3,674	\$4,166	\$4,724	\$5,358	\$6,076
CLASSIFICATION #2	\$2,095	\$2,451	\$2,867	\$3,355	\$3,925	\$4,592
CLASSIFICATION #3	\$1,852	\$2,167	\$2,535	\$2,966	\$3,471	\$4,060
CLASSIFICATION #4	\$1,742	\$2,035	\$2,377	\$2,776	\$3,243	\$3,787
CLASSIFICATION #5	\$1,382	\$1,611	\$1,879	\$2,190	\$2,554	\$2,979

2016-2017	
ATHLETICS- OTHERS	
TIMERS	\$59.20
SCOREKEEPERS	\$59.20
TICKET TAKERS	\$59.20
CHAPERONES	\$59.20

2017-2018						
SALARY CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
CLASSIFICATION #1	\$3,321	\$3,766	\$4,271	\$4,842	\$5,491	\$6,228
CLASSIFICATION #2	\$2,147	\$2,512	\$2,938	\$3,438	\$4,023	\$4,707
CLASSIFICATION #3	\$1,899	\$2,221	\$2,598	\$3,040	\$3,558	\$4,161
CLASSIFICATION #4	\$1,786	\$2,086	\$2,436	\$2,846	\$3,324	\$3,882
CLASSIFICATION #5	\$1,416	\$1,651	\$1,926	\$2,245	\$2,618	\$3,053

2017-2018	
ATHLETICS- OTHERS	
TIMERS	\$60.70
SCOREKEEPERS	\$60.70
TICKET TAKERS	\$60.70
CHAPERONES	\$60.70

CLASSIFICATION #1

Head Varsity Football
Head Varsity Basketball
Head Varsity Wrestling

CLASSIFICATION #2

Head Varsity Baseball
Head Varsity Softball
Head Track
Varsity Volleyball
Head J.V. Football
J.V. Wrestling
J.V. Basketball
Assistant Varsity Football
Varsity Soccer
J.V. Volleyball

CLASSIFICATION #3

Head Varsity Field Hockey
Varsity Cross Country
Winter Track
Ski Team

CLASSIFICATION #4

9th Grade Basketball
Assistant Track
Assistant J.V. Football
J.V. Baseball
J.V. Softball
J.V. Soccer
J.V. Volleyball

CLASSIFICATION #5

J.V. Field Hockey
8th Grade Football
Junior High Wrestling
Junior High Volleyball
Junior High Softball
Junior High Baseball
Junior High Cross-Country
Junior High Field Hockey
7th Grade Football
7th Grade Girls Basketball
7th Grade Boys Basketball
8th Grade Girls Basketball
8th Grade Boys Basketball
Junior High Track
Junior High Soccer
Bowling
Basketball Cheerleading
Golf
Football Cheerleading
Debate Team
Modified Football (Grades 7 – 9)
Modified Soccer (Grades 7 – 9)

APPENDIX B
SALARY SCHEDULE - EXTRACURRICULAR ACTIVITIES
SCHEDULE B

CLASS ADVISORS	2014-2015	2015-2016	2016-2017	2017-2018
SENIOR CLASS ADVISOR (1)	\$882	\$904	\$926	\$949
SENIOR CLASS ADVISOR (2)	\$882	\$904	\$926	\$949
JUNIOR CLASS ADVISOR	\$554	\$567	\$582	\$596
SOPHOMORE CLASS ADVISOR	\$400	\$410	\$420	\$430
FRESHMAN CLASS ADVISOR	\$400	\$410	\$420	\$430

STUDENT ORGANIZATIONS: CLUBS	Level	2014-2015	2015-2016	2016-2017	2017-2018
YEARBOOK (1)	1	\$2,696	\$2,763	\$2,832	\$2,903
YEARBOOK (2)	1	\$2,696	\$2,763	\$2,832	\$2,903
MIDDLE SCHOOL YEARBOOK	1	\$2,696	\$2,763	\$2,832	\$2,903
STUDENT NEWSPAPER ADVISOR	1	\$2,696	\$2,763	\$2,832	\$2,903
INTERACT CLUB	1	\$2,696	\$2,763	\$2,832	\$2,903
STUDENT COUNCIL	2	\$1,661	\$1,702	\$1,745	\$1,788
VOCAL ENSEMBLE	2	\$1,661	\$1,702	\$1,745	\$1,788
STAGE BAND	2	\$1,661	\$1,702	\$1,745	\$1,788
MIDDLE SCHOOL STUDENT COUNCIL	3	\$1,230	\$1,261	\$1,292	\$1,325
OTEGO STUDENT COUNCIL	3	\$1,230	\$1,261	\$1,292	\$1,325
UNADILLA STUDENT COUNCIL	3	\$1,230	\$1,261	\$1,292	\$1,325
SADD/SAVE	4	\$849	\$870	\$892	\$914
FBLA	5	\$733	\$751	\$770	\$789
NATIONAL HONOR SOCIETY	5	\$733	\$751	\$770	\$789
MIDDLE SCHOOL HONOR SOCIETY	5	\$733	\$751	\$770	\$789
MIDDLE SCHOOL LANGUAGE CLUB	5	\$733	\$751	\$770	\$789
SPANISH CLUB	5	\$733	\$751	\$770	\$789
WEIGHTLIFTING SUPERVISOR	5	\$733	\$751	\$770	\$789
PEER TUTORING	5	\$733	\$751	\$770	\$789
SKI CLUB (1)	5	\$733	\$751	\$770	\$789
SKI CLUB (2)	5	\$733	\$751	\$770	\$789
COLOR GUARD	5	\$733	\$751	\$770	\$789
WINTER GUARD	5	\$733	\$751	\$770	\$789

OTHER	2014-2015	2015-2016	2016-2017	2017-2018
STUDENT ACCOUNT ADVISOR	\$3,886	\$3,983	\$4,082	\$4,185

STUDENT ORGANIZATIONS: PRODUCTIONS	2014-2015	2015-2016	2016-2017	2017-2018
THEATER DIRECTOR PER PLAY	\$1,589	\$1,628	\$1,669	\$1,711
MUSICAL DIRECTOR PER MUSICAL	\$3,178	\$3,257	\$3,338	\$3,422
TECHNICAL DIRECTOR PER PERFORMANCE	\$810	\$830	\$851	\$872
THEATER SCENIC ARTIST PER PERFORMANCE	\$405	\$415	\$425	\$436
PIT COORDINATOR	\$1,189	\$1,219	\$1,249	\$1,280
MIDDLE SCHOOL THEATER	\$1,230	\$1,261	\$1,292	\$1,325
VARIETY SHOW DIRECTOR PER PERFORMANCE	\$338	\$347	\$355	\$364
VARIETY SHOW ASSIST. DIRECTOR PER PERFORMANCE	\$169	\$173	\$178	\$182
VARIETY SHOW SOUND DIRECTOR PER PERFORMANCE	\$118	\$121	\$124	\$127

EXTRACURRICULAR ACTIVITIES

Extracurricular work performed for the District and referenced in Appendix B above shall be voluntary on the Bargaining Unit Member's part and shall be for compensation at the rates stated herein.

Supervision of students, or activities occurring outside of the workday, including but not limited to the Academic Eligibility Program, Extended Day program, tutoring, summer school, AIS, curriculum work, summer open house, summer orientation, and similar duties, shall be compensated at the following rates:

School Year	Bargaining Unit Members other than LTA's (Hourly Rate)	LTA's (Hourly Rate)
2014-2015	\$30.80	\$15.40
2015-2016	\$31.50	\$15.75
2016-2017	\$32.30	\$16.15
2017-2018	\$33.10	\$16.55

The above rates will be paid for extra assignments that have been approved by the District and would not include regular duties expected of unit personnel as part of their regular position, or duties paid under the extra-curricular salary schedule.

The following conditions pertaining to extracurricular assignments shall be adhered to by the Board, Administration and Teachers Association:

1. The above duties included in Appendix B will be offered to Bargaining Unit Members first.

In the event that the Administration is unable to fill these duties by qualified Bargaining Unit Members, the Administration may offer such vacancies to other school personnel or qualified applicants for one (1) year only and the position will be reposted.

2. All extracurricular duty assignments will be optional on the part of the Bargaining Unit Member. Such appointments will be subject to renewal by the Board of Education annually. If a Bargaining Unit Member is not re-appointed to an extracurricular duty for which he/she applies the reasons will be based on unsatisfactory performance as documented in the Bargaining Unit Member's evaluations or based on inadequate certification for the position. The Administration must notify him/her by personal interview, stating reasons for such action. If a Bargaining Unit Member is to be relieved of a duty during the period of appointment, such removal will be for cause. "Vacant position" shall mean such unfilled positions along with those positions for which the incumbent resigned shall be deemed vacant as used below in Paragraph 3.
3. All vacant extracurricular positions shall be posted in accordance with Article XX, Section A and Paragraph 1 (above) as "vacant" at the end of the school year or season or when the vacancy exists. Applications for Coaching Positions and the procedures for filling these positions shall be in accordance with Article XX, Section C and Paragraph 1 (above) of this Bargaining Agreement. Bargaining Unit Members who wish to apply for extracurricular positions, other than Coaching Positions or promotional positions as defined in Article XX, Section D shall submit a letter of application to the Administration prior to June 1 if the position is for the school year, or at least two (2) weeks prior to the beginning of an athletic season or event season for positions that are related to athletic seasons and/or school events.
4. Attendance by bargaining unit members at professional conferences, in-service training, or similar workshops for professional development that occur outside of the school day and/or school work year are voluntary on the part of the bargaining unit member. Approval of compensation and other expenses for attendance at said conference, training, or workshop shall be at the sole discretion of the Superintendent or designee. Said approvals must be obtained in advance. If compensation is approved by the Superintendent the bargaining unit member shall be compensated at the daily rate of one-hundred (\$100) dollars.

APPENDIX C

LICENSED TEACHING ASSISTANT SALARY SCHEDULE

Step	2014-15	2015-16	2016-17	2017-18
1	\$18,328	\$18,649	\$18,975	\$19,260
2	\$18,546	\$18,970	\$19,302	\$19,545
3	\$18,863	\$19,195	\$19,634	\$19,881
4	\$19,187	\$19,523	\$19,867	\$20,223
5	\$19,513	\$19,858	\$20,207	\$20,463
6	\$19,740	\$20,196	\$20,553	\$20,813
7	\$20,030	\$20,431	\$20,903	\$21,170
8	\$20,333	\$20,732	\$21,146	\$21,530

The 1.0 FTE for an LTA is based on 6.75 hours per day, which includes a 30-minute unpaid lunch.

- A. For the 2014-15 year, all those licensed teaching assistants off the schedule shall receive an increase of 2.4% of their 2013-14 salary.
- B. For the 2015-16 year, all those licensed teaching assistants off the schedule shall receive an increase of 3.5% of their 2014-15 salary.
- C. For the 2016-17 year, all those licensed teaching assistants off the schedule shall receive an increase of 3.5% of their 2015-16 salary.
- D. For the 2017-18 year, all those licensed teaching assistants off the schedule shall receive an increase of 3.0% of their 2016-17 salary.

APPENDIX D

PROFESSIONAL IMPROVEMENT PLAN

Introduction

Evaluation

The professional performance of all educators will always be reviewed, assessed and evaluated using the criteria and observation procedures established by the Unatego Central School District (UCS) and the Unatego Teachers Association (UTA) as delineated in the Contract.

All provisions and expectations of the Professional Improvement Plan shall be applicable to teachers, licensed teaching assistants, guidance counselors, school psychologists, and related school providers.

Expectations

The education profession carries with it the responsibility and the expectation that each educator will continue to strive to excel professionally throughout his or her career and maintain at least a level of performance deemed satisfactory when judged against the established criteria. An important role of the immediate supervisor of an educator is to provide feedback, formally and informally, on the educator's professional performance and to assist the educator in his/her professional development. Furthermore, assistance should include availing the educator of resources and opportunities for professional growth and improvement.

Purpose

The purpose of a Professional Improvement Plan is to provide opportunity to an educator to develop his/her professional skills to a satisfactory level of performance. Such opportunity will include additional time and assistance above and beyond the assistance afforded to an educator by his or her supervisor and colleagues. A Professional Improvement Plan will be developed if an educator continually demonstrates a deficiency of a criterion despite the assistance given to him or her.

Procedures

Criteria for Recommendation of a Professional Improvement Plan

Any teacher receiving a "developing" or "ineffective" rating shall be placed on a teacher improvement plan developed mutually by the Evaluator and the teacher. The plan will offer all available resources to help rectify the significant difficulties in meeting the professional criteria and return the educator's performance to an acceptable level.

Procedures for Recommendation of a Professional Improvement Plan

The recommendation of a educator for a Professional Improvement Plan will be initiated by the educator's immediate supervisor via a written report to the Superintendent, with a copy of the report provided to the identified educator. The Superintendent will notify the UTA President of the Professional Improvement Plan recommendation.

The initial identification and recommendation of an educator for a Professional Improvement Plan will include:

- 1) An explanation of specifically how the educator is experiencing difficulties in meeting the established criteria.
- 2) Previous efforts made by the immediate supervisor and the educator to improve performance.
- 3) Previously documented dates of concern.

Any and all documentation contained in the initial recommendation shall be provided to the educator, along with notice of the educator's right to seek UTA representation.

A conference will be held within seven (7) school days of the receipt of the initial recommendation between the Superintendent, the educator's immediate supervisor, and the individual educator, along with representation and collaboration from the UTA and other appropriate resources. The format of the conference will be such that all involved parties will have opportunity to present information and recommendations regarding the possible development of a Professional Improvement Plan. The Superintendent shall notify the educator and the supervisor within three (3) school days of the conference of his or her decision to proceed with the development and implementation of the Professional Improvement Plan.

Development and Implementation of a Professional Improvement Plan

The educator and his or her immediate supervisor shall meet to collaboratively develop the Professional Improvement Plan within seven (7) school days of the receipt of the letter from the Superintendent. The educator may select a colleague to participate in the planning process.

The Professional Improvement Plan shall include:

- 1) Identification of the specific behavior(s), techniques and criteria that are required for acceptable performance.
- 2) An outline of a program designed to achieve acceptable performance, listing specific performance objectives.
- 3) A date of implementation of the plan and an estimated completion date.
- 4) An established timeline for status reports to the educator indicating whether improvements in performance are evident or still lacking.
- 5) A specific timeline and method(s) for evaluating the educator's improvement, with more than one Administrator evaluating the educator's performance.

The signatures of the Superintendent, the educator, the immediate supervisor, and the UTA representative shall indicate agreement to the plan. The Superintendent shall supply the educator, the immediate supervisor, and UTA representative copies of the plan.

Completion of a Professional Improvement Plan

At the conclusion of the Professional Improvement Plan, the immediate supervisor shall report to the Superintendent in writing and provide the educator with a copy of the report.

When the educator exhibits successful improvement to a level commensurate with the expectations as outlined in the Professional Improvement Plan, the plan terminates without further action. The educator will be provided with a letter from the Superintendent stating that all expectations have been met and that the plan has been terminated.

Other

- 1) All costs associated with the educator's involvement in the Professional Improvement Plan are borne by the Unatego School District. Examples could include: release time, training, workshops, or conferences as outlined and agreed upon in the Professional Improvement Plan.
- 2) An educator participating in a Professional Improvement Plan shall receive copies of all documentation associated with the Professional Improvement Plan, including status reports, evaluations, and reports to the Superintendent.
- 3) The educator has a right to respond in writing to any and all reports, observations and evaluations placed in his or her personnel file as part of the Professional Improvement Plan.
- 4) Nothing in the Professional Improvement Plan procedures will prohibit any educator from exercising his or her contractual or legal rights, including grievance and arbitration procedures.
- 5) Nothing in the Professional Improvement Plan procedures will prohibit the District from bringing disciplinary action against the identified educator, except as stipulated in the individual agreement with the identified educator.
- 6) Protections afforded to the educator by the collective bargaining agreement (Contract) and applicable NYS Education Law shall apply at all times.
- 7) Educators requested to assist in a Professional Improvement Plan will not be required to testify or contribute or be involved in any other way in any subsequent disciplinary proceedings. The exception would be to testify whether the Professional Improvement Plan and the procedures were followed as delineated in the Contract.

APPENDIX E

OBSERVATION AND EVALUATION FORMS – Bargaining Unit Members Not Required for APPR

Name _____ Date _____

Status: _____ Tenure _____ Non-Tenure _____ Other _____

<p>Content Knowledge of subject matter and curriculum</p> <p>Indicators:</p> <ul style="list-style-type: none"> • Displays current subject knowledge with evidence of continuing pursuit of knowledge and related skills • Applies knowledge to instruction and involves students in learning new concepts • Integrates learning with other subject area content • Presents accurate information • Presents information from multiple points of view • Has understanding of NYS Learning Standards and core curriculum and applies that understanding to teaching 	<p>Comments:</p>
<p>Preparation employing necessary pedagogical practices to support instruction (Not applicable to LTAs)</p> <p>Indicators:</p> <ul style="list-style-type: none"> • Formulates an instructional plan aligned with NYS Standards, grade level/course goals, objectives, learning styles and assessments • Sets clear short and long term goals and objectives • Establishes instructional objectives with sequential steps for their attainment • Plans to provide students with the opportunity to practice behaviors stated in the objectives • Creates, selects and adapts materials/equipment to accommodate students' differences 	<p>Comments:</p>

UNATEGO CENTRAL SCHOOL DISTRICT
CLASSROOM OBSERVATION FORM
TEACHERS AND LTAs

<p>Instructional Delivery that results in active student involvement and meaningful lesson plans that result in student learning</p> <p>Indicators:</p> <ul style="list-style-type: none"> •Uses a variety of teaching techniques that encourage students to meet individual course/grade level objectives •Focuses student attention on the lesson by promoting active learning •Communicates information and expectations effectively •Presents lesson content and activities at appropriate course and/or student ability level •Demonstrates poise, confidence, organizational skills, and communicates effectively 	<p>Comments:</p>
<p>Classroom Management is supportive of diverse student learning needs and creates a supportive learning environment conducive to student learning</p> <p>Indicators:</p> <ul style="list-style-type: none"> •Maintains a high level of student time-on-task •Establishes classroom rules and routines that are mutually understood and consistently applied •Monitors the behaviors of all students during different types of activities •Creates a social and emotional climate in the classroom that is conducive to learning •Creates appropriate expectations for students and demonstrates enthusiasm for teaching and learning •Uses appropriate strategies to address disruptive behaviors 	<p>Comments:</p>

UNATEGO CENTRAL SCHOOL DISTRICT
CLASSROOM OBSERVATION FORM
TEACHERS AND LTAs

<p>Student Assessment techniques based on appropriate learning standards (Not applicable to LTAs)</p> <p>Indicators:</p> <ul style="list-style-type: none"> • Uses a variety of formal and informal assessment tools and techniques • Provides timely feedback to students • Assists students in the development of self-assessment skills • Aligns objectives, goals, and instructional standards with assessments • Constructs/selects assessment techniques that are matched to the individual and developmental needs of students • Keeps accurate records of student progress and shares information with students, parents and administrators as appropriate 	<p>Comments:</p>
<p>Student Development knowledge and appreciation of diversity and regular application of developmentally appropriate instructional strategies</p> <p>Indicators:</p> <ul style="list-style-type: none"> • Recognizes differences in learning styles and ability levels and modifies instruction for them • Instruction is developmentally appropriate, challenging and accurately paced • The lesson contains appropriate content in a context which allows it to be relevant to a diverse student population • The lesson promotes student motivation to learn by making the content current, meaningful and purposeful to the student 	<p>Comments:</p>

UNATEGO CENTRAL SCHOOL DISTRICT
CLASSROOM OBSERVATION FORM
TEACHERS AND LTAs

<p>Collaboration with students, parent, support personnel</p> <p>Indicators:</p> <ul style="list-style-type: none"> • Works to establish appropriate relationships with parents, students and colleagues • Is a contributing team member • Demonstrates an open attitude toward educational initiatives and methodologies • Shares information with colleagues from professional growth activities • Fosters positive interaction among students within the classroom 	<p>Comments: Evidence of collaboration may or may not be present during the formal lesson observation period. For formal observations, this section may be completed during a post- lesson conference.</p> <p>The teacher may bring supportive evidence of collaboration.</p>
<p>Reflective and Responsive Practice made on a continuing basis to improve the effectiveness of instruction and assessment</p> <p>Indicators:</p> <ul style="list-style-type: none"> • Engages in reflective practice by revising lesson plans, refining activities and focusing on student learning and achievement • Identifies and utilizes professional growth activities as a means of professional development • Actively assesses curriculum and instructional approaches in relationship to student needs • Uses one or more strategies to reflect on teacher practice. 	<p>Comments: For formal observations, this section may be completed during a post-lesson conference. The teacher may bring supportive evidence of reflective and responsive practice.</p>

UNATEGO CENTRAL SCHOOL DISTRICT
CLASSROOM OBSERVATION FORM
TEACHERS AND LTAs

Recommendations:

Signature of Evaluator _____ Date _____

I certify that I have received a copy of this evaluation. My signature does not necessarily signify concurrence with its contents.

Teacher/LTA Signature _____ Date _____

Comments:

UNATEGO CENTRAL SCHOOL DISTRICT
EVALUATION FORM
PUPIL PERSONNEL PROVIDERS
(PSYCHOLOGIST, GUIDANCE COUNSELOR, OTHERS)

Name _____ Date _____

Position _____ Building _____

Status: _____ Tenure _____ Non-Tenure _____ Other _____

Lists of indicators for the evaluation criteria are provided for pupil personnel providers and administrators as a sample of observable behaviors that demonstrate the provider has met the established criteria. It is not intended that all indicators will be observed in a single observation, or that all indicators must be observed to demonstrate that a criterion has been met.

<p>Content Knowledge in respective pupil personnel discipline</p> <p>Indicators:</p> <ul style="list-style-type: none"> • Understands fundamental principles and tenets used in discipline • Knows special education classification and diagnostic categories • Is aware of current ideas, theories, and hypotheses used in discipline • Knows current techniques, strategies, and best practices used in discipline • Knows current federal and state regulations as they relate to both general and special education • Understands transition planning issues and CDOS Standards (when appropriate) • Knows about government, private, and community resources available for the enhancement of services to students and their families 	<p>Comments:</p>
<p>Preparation employing necessary pedagogical practices in pupil personnel discipline</p> <p>Indicators:</p> <ul style="list-style-type: none"> • Demonstrates the utilization of effective scheduling techniques • Demonstrates knowledge of appropriate assessments and their administration • Demonstrates planning and preparation for both individual and group counseling 	<p>Comments:</p>

UNATEGO CENTRAL SCHOOL DISTRICT
EVALUATION FORM
PUPIL PERSONNEL PROVIDERS
(PSYCHOLOGIST, COUNSELOR, OTHERS)

<p>Delivery of Professional Services results in active student, appropriate staff/student interaction and meaningful plans that result in student learning</p> <p>Indicators:</p> <ul style="list-style-type: none"> •Selects/develops and implements intervention strategies for treatment of identified disabilities •Selects/develops and uses appropriate intervention materials and instrumentation for treatment of identified disabilities •Interprets and uses data to modify therapy, strategies, materials and/or instrumentation to meet the individual needs of students •Engages students in problem solving, decision making, critical thinking, and creativity •Utilizes individual and group service delivery as well as consultation to maximize student interaction • Helps families and schools deal with crises 	<p>Comments:</p>
<p>Student Assessment techniques are based on accepted psychometric standards and current professional practice</p> <p>Indicators:</p> <ul style="list-style-type: none"> •Implements screening procedures •Selects and implements evaluation procedures (non-standardized tests, FBAs, standardized tests) •Adapts interviewing and testing procedures to meet individual student needs •Interprets and integrates test results and behavioral observations, synthesizes information gained from all sources, develops diagnostic impressions, and makes recommendations •Monitors student progress through the use of appropriate data collection systems •Provides/modifies evaluation and counseling methods at the appropriate level for each student •Encourages students to monitor and assess their own progress •Utilizes a variety of assessment and evaluation procedures •Provides ongoing feedback to students •Has an understanding of student diagnosis and the impact on learning 	<p>Comments:</p>

UNATEGO CENTRAL SCHOOL DISTRICT
EVALUATION FORM
PUPIL PERSONNEL PROVIDERS
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<p>Student Development knowledge and appreciation of diversity and application of developmentally appropriate practice</p> <p>Indicators:</p> <ul style="list-style-type: none"> • Demonstrates knowledge of student development • Uses strategies that promote understanding and appreciation of diversity and tolerance • Demonstrates understanding of developmentally appropriate practices 	<p>Comments:</p>
<p>Collaboration effective relationships with students, care givers and other professionals to meet the needs of students</p> <p>Indicators:</p> <ul style="list-style-type: none"> • Demonstrates communication skills that take into consideration the communication needs and the cultural values of the student • Identifies and makes referrals to appropriate professionals on behalf of students for related services including audiological, educational, medical, psychological, social and vocational, as appropriate • Collaborates with other professionals in matters relevant to case management • Provides information and supportive guidance regarding a student's disability to staff, family, etc. • Plan and implements educational programs for staff to facilitate acceptance and treatment of disabilities • Promotes mutual respect between and among students and professionals • Establishes and maintains open lines of communication with students, parents, colleagues, administrators, and community agencies concerning student progress while respecting confidentiality 	<p>Comments: Evidence of collaboration may or may not be present during the formal lesson observation period. For formal observations, this section may be completed during a post-lesson conference. The teacher or service provider may bring supportive evidence of collaboration.</p>

UNATEGO CENTRAL SCHOOL DISTRICT
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<p>• Reflective and Responsive Practice made on a continuing basis to improve the effectiveness of service delivery</p> <p>Indicators:</p> <ul style="list-style-type: none"> • Establishes professional goals and pursues opportunities to grow professionally • Demonstrates a willingness to accept, seek, or offer solutions to problems • Adjusts professional practice in response to student performance, progress and needs • Critically evaluates materials, methods, strategies and assessments and adjusts accordingly • Participates in professional organizations and other professional/staff development activities 	<p>Comments: For formal observations, this section may be completed during a post-lesson conference. The teacher or service provider may bring supportive evidence of reflective and responsive practice.</p>
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Recommendations:

Signature of Evaluator _____ Date _____

I certify that I have received a copy of this evaluation. My signature does not necessarily signify concurrence with its contents.

Pupil Personnel Provider Signature _____ Date _____

Comments:

APPENDIX F

THIS AGREEMENT, entered into by and between the Unatego Central School District (“Employer”) and the Unatego Teachers Association (“Association”), does hereby establish the terms that govern the employment relationship between Employer and the Association, as follows:

The Employer and Association agree to the following:

1. **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) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee’s 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees’ 403(b) account, the Contribution Limit shall be based on the employee’s compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers’ Retirement System (“TRS”) with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer’s Non-Elective Contribution; and
- B. For all members in the New York State Teachers Retirement System (“TRS”) with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees’ Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer

¹ **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member’s last five years final average salary (upon which a member’s life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer’s post-retirement payment into the employee’s 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This agreement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This agreement shall further be subject to the approval of the 403(b) Provider, which shall review the agreement solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

ARTICLE XXVII
DURATION OF AGREEMENT

- A. This agreement shall become effective as of the first day of July 2014 and shall remain in full force and effect until the last day of June 2018 and for successive periods of one year thereafter unless notice is given in writing by the Association or by the Superintendent to the other no later than February fifteenth (15th) of each one (1) year period. If such notice is given by either party, it is understood and agreed that they will enter into collective negotiations for the purpose of making a new or modified agreement. If such an agreement is not concluded by April 1, either party may request the State Public Employment Relations Board to assist the parties to reach agreement. Such mediation and fact finding will be governed by the provisions of Section 209 of the Civil Service Law and the rules and regulations of the Public Employment Relations Board.
- B. 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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 19th
DAY OF February, 2015 BY AND BETWEEN THE DISTRICT AND THE
ASSOCIATION.

Kerri Y Clark

Association President

D L S Richard

Superintendent of Schools