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A G R E E M E N T

Between The

CHIEF SCHOOL OFFICER

and the

**GENERAL BROWN CENTRAL SCHOOL
TEACHERS' ASSOCIATION**

7/1 *6/30*
2008 - 2011

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I
RECOGNITION

The General Brown Central School District, having determined that the General Brown Teachers' Association is supported by a majority of the teachers and teaching assistants in a unit composed of all professional, certificated personnel except the Superintendent, Building Principals and Assistant Principals, hereby recognizes the General Brown Teachers' Association as the exclusive negotiating agent for the teachers and teaching assistants in such unit. The parties agree that the General Brown Teachers' Association period of recognition shall extend to June 30, 2011, unless there appears a legitimate challenge to such recognition (see Rules and Procedures of PERB, Sect. 207).

ARTICLE II
PREAMBLE

- 2.1 **WHEREAS**, the District and the Association recognize and declare that providing a quality education for the children of the General Brown District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and
- 2.2 **WHEREAS**, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards and
- 2.3 **WHEREAS**, the highest quality education consistent with District resources is a common responsibility, and
- 2.4 **WHEREAS**, the District and the Association recognize that the Superintendent, assisted by the Building Principals, must implement state law and Board policy, while effectively serving as the leader of the professional staff, and
- 2.5 **WHEREAS**, it is recognized that the Board of Education must operate within State laws, decisions, rules and regulations of the Education Department, and
- 2.6 **WHEREAS**, the District has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act), to negotiate with the Association as the representative of its teaching personnel with respect to salaries, wages, hours, and conditions of employment.

ARTICLE III
NEGOTIATION FOR NEW AGREEMENT

Upon a request of either party to open negotiations, a mutually acceptable meeting date shall be set no more than 15 days following the request.

The parties agree to exchange their total package of proposals at the first meeting.

ARTICLE IV
GRIEVANCE PROCEDURES

DEFINITION

- 4.1 A grievance is a claim by an employee of an alleged violation of the terms and conditions of this agreement.
- 4.2 Aggrieved Party shall mean any party to the contract and any person(s) in the negotiating unit filing a grievance.
- 4.3 Days shall mean days when school is in session: Saturdays, Sundays, holidays, and scheduled school vacations shall be excluded in computing the number of days within which action must be taken or notice given.

PROCEDURES

- 4.4 Except at the informal stage, all grievances shall include the name and position of the aggrieved party, the identity of the provision of the agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 4.5 Except for the informal decisions at Stage IA, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the unit member and the Association.
- 4.6 If a grievance affects a group of unit members or appears to the Association to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- 4.7 In the preparation and processing of grievance, every effort will be made to avoid interference with classroom activity.
- 4.8 The Board and the Association agree to make available any and all material and relevant documents and records concerning the alleged grievance, and legal process shall be available to enforce disclosure and discovery after due notice.
- 4.9 Except as otherwise provided, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure upon payment of a reasonable pro-rata charge if requested.

- 4.10 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any other participant in the grievance procedure, or any other person by reason of such grievance or participation.
- 4.11 All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
- 4.12 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with an appropriate member of the administration and having said matter informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent of ruling binding upon either of the parties of this agreement in future proceedings.
- 4.13 If any provisions of this grievance procedure or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 4.14 The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievances Record which shall consist of the written grievances, all exhibits, transcripts, communications, minutes and/or notes of testimony as the case may be, written arguments and briefs considered at all levels other than Stage IA and all written decisions at all stages. Official minutes will be kept by the hearing officer or his designee for all proceedings at Stages 2, 3, and 4. A copy of such minutes will be made available to all parties within five (5) days after the conclusion of hearings or the receipt of any verbatim transcript, whichever is later. At Stages 2, 3, and 4 the parties will advise the hearing officer of any errors in said minutes within five (5) days of receipt. Any claim of error in the minutes shall become a part of the Grievance Record made respecting such claimed error. The official Grievance Record shall be available for inspection and copying by all parties. Any party wishing a verbatim transcript of Stages 2, 3 and 4 shall arrange for the services of a certified stenographic reporter. Any other party may have a copy of the transcript upon tender of the reasonable pro-rata share of the cost of the transcript.
- 4.15 A detailed outline delineating the line and staff chain of command affecting those who would use this grievance procedure will be attached to and made a part of this grievance procedure.
- 4.16 Any unit member to whom Level 1 does not apply shall have immediate recourse to Level 2 of the grievance procedure.

TIME LIMITS

- 4.17 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.18 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within 15 days after the unit member knew or should have known of the act or condition on which the grievance is based.
- 4.19 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.20 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.21 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
- 4.22 The time limits specified for either party may be extended only by mutual written agreement. A defense of untimely filing shall not be considered waived by any attempts to adjust the situation giving rise to the grievance or to forestall similar incidents.

STAGE 1: Informal

- A. A unit member having a grievance shall discuss it with his Building Principal, or in the absence of a Building Principal, the Principal's Supervisor, in an effort to resolve the matter informally. The Principal may confer with parties in interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultations have been had without the aggrieved party or his representative present.
- B. If the grievance is not resolved informally within five (5) days, the grievant shall reduce the grievance to writing and present it to the Building Principal or the Principal's Supervisor and the Association President within three (3) days of the Building Principal's decision. No more than two (2) days after the written grievance is presented to him, the Building Principal will without any further consultation with the aggrieved party or any party in interest render a decision in writing and transmit it to the unit member and the Association President.

STAGE 2: Chief Executive Officer

- A. If the unit member initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 may be filed with the Chief Executive Officer within ten (10) school days after the unit member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- B. Within five (5) school days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative shall schedule a hearing with the unit member, his representative and all other parties in interest. This hearing must be held at a mutually acceptable time within seven (7) days of the Chief Executive Officer's receipt of the appeal.
- C. The Chief Executive Officer shall render a decision in writing to the unit member, his representative and the Association within ten (10) days after the conclusion of the hearing.

STAGE 3: Board of Education

- A. If the unit member and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer may be available for the use of the Board of Education.
- B. Within ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- C. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest. (Including the Association President or Grievance Chairman or both.)
- D. Notwithstanding anything set forth, the Board of Education, or the committee thereof, shall not be required to meet more often than ten (10) day intervals to process multiple simultaneous grievances.

STAGE 4: Binding Arbitration

- A. In the event the Association is not satisfied with the response of the Board, it may, within ten (10) days after receiving that statement, refer the grievance to arbitration, by requesting that the American Arbitration Association provide lists of arbitrators. A copy of such request shall be forwarded to the Superintendent and his/her representative.

- B. Upon receipt of the list of arbitrators, a designee of the Superintendent and the Association shall submit names acceptable from the list, until one is ultimately mutually designated as the arbitrator.
- C. The arbitrator's decision will be in writing, and will set forth his/her findings, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.
- D. The cost of the services of the arbitrator will be borne equally by the District and the Association.
- E. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

ARTICLE V
DISCIPLINE AND DISMISSAL

- 5.1 Probationary bargaining unit members may not be discharged or disciplined for arbitrary or capricious reasons, or as a result of an abuse of discretion as to the measure or mode of penalty or discipline imposed, or as a result of any unlawful action or procedure. If the probationary bargaining unit member alleges a violation of this clause, he/she may grieve the action and assume the burden of proof.
- 5.2 The probationary bargaining unit member will be notified in writing of failure to meet District performance standards regarding classroom performance. The GBTA president will be notified of the names of employees so notified.
- 5.3 The District will make suggestions for improvement in writing to the probationary bargaining unit member in the noted deficient areas.
- 5.4 The District will give the probationary bargaining unit member time to address the deficiencies and show improvement.
- 5.5 It is understood that a particular act or conduct by a bargaining unit member may be of such a serious nature or offense that the District may dismiss the probationary bargaining unit member without application of paragraphs 5.2 – 5.4 above.
- 5.6 No tenured member of the bargaining unit will be dismissed, disciplined, reduced in rank or compensation, have an adverse evaluation placed in his/her file, or otherwise be deprived of professional advantage without just cause. A tenured unit member who has been charged, must opt between Section 3020-a proceedings and just cause arbitration

under Section 5.7 – 5.11 below within a 10 calendar day period of the receipt of Section 3020-a charges or shall be deemed to have waived his/her right to just cause arbitration.

5.7 A tenured employee against whom charges have been filed pursuant to Section 3020-a of the Education Law may waive his or her rights to a 3020-a procedural hearing and choose instead a hearing in accordance with American Arbitration Association Labor Arbitration Rules as modified below. Once a choice of forum is made, the affected employee waives all rights to proceed in any other forum.

5.7.1 The employee so charged shall notify the District Superintendent in writing within ten (10) calendar days of receipt of the charges, of his/her intent to:

- a. Waive his/her right to a 3020-a hearing and all provisions of Section 3020-a and Part 82 of the Regulations of the Commissioner of Education, and request a hearing under this section of the contract with the burden of proof of just cause placed upon the District; or
- b. Retain all rights and privileges under 3020-a and Part 82 of the Commissioner's Regulations and request a hearing under those procedures;
- c. Agree with the charges as written by the District and agree to accept the discipline proposed by the District.

5.7.2 If the employee fails, within ten (10) days to submit his/her election in writing, of one of the three choices listed above, such failure shall be construed as acceptance of the charges and penalty set out by the District. The employee shall thereby waive any right to, and shall be barred from, pursuing the matter in any legal, administrative, or contractual forum.

5.8 The procedure for hearings under the American Arbitration Association Rules shall be as follows:

- a. The parties shall proceed directly to a hearing before an arbitrator. The parties shall present their evidence and testimony at this hearing. All testimony will be under oath.
- b. The arbitrator shall be mutually selected from a list submitted by the American Arbitration Association, and shall hold a hearing within thirty (30) days of appointment.
- c. The District and the employee may each choose to be represented by one (1) advocate.

- d. The arbitrator shall submit an award, accompanied by an opinion setting forth factual and legal determinations, within thirty (30) calendar days after the record of the hearing is closed.
 - e. The findings and penalties arrived at by the arbitrator shall be final and binding on all parties, and no review of the arbitrator's decision will be undertaken, except as provided in Article 75 of the Civil Practice Law and Rules. The decision of the arbitrator shall be implemented immediately by the District, and should an Article 75 proceeding be commenced, neither party shall seek a stay of such implementation pending the decision of the Article 75 proceeding.
 - f. The cost of the arbitrator and American Arbitration Association fees shall be shared equally by the parties.
- 5.9 The charged employee may be suspended without pay and benefits until completion of the proceedings for the following reasons:
- a. Where the unit member faces charges for lack of certification.
 - b. In situations where the employee is delaying the proceeding.
 - c. If a decision has not been rendered within 90 days of the receipt of charges by the employee, the District may suspend the employee without pay, regardless of the above stated reasons.
 - d. If the employee is awarded back pay, the employee's back pay shall be reduced by the income the employee earned in another job during the time of the suspension. Such reduction shall apply to income earned only during the time the unit member would normally be in his/her job with the school district. The employee will be required to provide substantiation for any earnings or lack of earnings before back pay will be awarded.
- 5.10 If an employee is found guilty by a court of law of committing a felony, or any crime which would impact on that employee's performance and role model as an employee in the District, such conviction shall automatically constitute cause for disciplinary action, including dismissal; and the District may impose the penalty without a hearing. The Association may request a hearing under the procedures set forth in paragraph C above on the appropriateness of the penalty only, with the burden of proof falling on the Association, to prove that the penalty is inappropriate. The penalty shall be applied while the challenge is being pursued by the Association.
- 5.11 The provisions of this Article shall not be subject to the grievance procedure contained in this contract, except where a claim is made that the District has violated the procedural aspects of this article.

ARTICLE VI
EVALUATION PROCEDURES AND PERSONNEL FILES

- 6.1 These procedures agreed to by the District and the Association and titled "Evaluation Procedures" shall be grievable according to the contractual grievance procedures.
- 6.2 However, these "Evaluation Procedures" may be changed at any time by mutual agreement, in writing, of the Superintendent and the Association President. Such mutually agreed upon changes shall then be considered part of the contract. (See Appendix A)

ARTICLE VII
LEAVES OF ABSENCE

- 7.1 SICK LEAVE
 - A. Sick leave for members of the Teachers' Association shall be granted at the rate of 12 days per year cumulative to 190 days. Persons with 190 cumulative days shall be given 12 sick leave days at the beginning of each school year. Any of these days unused shall not accumulate above the 190 days, except as provided for in paragraph (I) below.
 - B. For illness exceeding two consecutive school days, the District may require the teacher to provide it with a doctor's statement as proof of illness. For frequent absences, the School District reserves the right to require a doctor's statement from the first day of absence.
 - C. Sick leave benefits apply in situations of employee illness or illness in the employee's immediate family.
 - D. In case of quarantine by the health officer, the teacher will receive full pay without loss of sick leave.
 - E. Employees shall in case of sickness or personal leave notify the Building Principal as soon as possible.
 - F. For absences during one-half of full days for reasons other than stated above, deduction from salary shall be made. These deductions shall apply even in cases where no substitute may be employed. Pay deductions also shall apply in cases where employees have been absent beyond days allowed for sick and death benefits.
 - G. By October 15, each unit member will be notified, in writing, by the Superintendent, of the number of unused accumulated sick days as of September 1 of that school year.
 - H. In the case of teachers, the basis for full-time deductions shall be one two-hundredth (1/200) of annual salary for each day.

- I. A member of the bargaining unit retiring with fifteen (15) years of service in the District shall be remunerated for unused accumulated sick leave according to the following schedule: days 1-100 at \$5.00 per day; days 101-150 at \$10.00 per day; and days 151-190 at \$25.00 per day to a maximum of \$2,000. A member must submit a written request for payment at least seven (7) months prior to the effective date of retirement. Payment will be made at the time of separation. Due to unique or exceptional circumstances, and upon recommendation of the Superintendent, the Board shall waive the eligibility or qualification rules set forth above so as to allow an otherwise ineligible teacher to receive this benefit.

The retirement must be a bona fide retirement pursuant to the rules of the New York State Teachers Retirement System.

7.2 BEREAVEMENT LEAVE

Four days per school year are allowed for the funeral of certain close relatives of the employee and employee's spouse. Close relative is defined as parent, grandparent, child, step-child, sister, brother, or relative living in the household. This leave will not be cumulative and will not be deducted from any other leave time.

An employee may request in writing to the Superintendent, bereavement leave for an exceptional situation outside the terms of the above language. The Superintendent's decision about this request will be final and not grievable.

7.3 PERSONAL LEAVE

- a. Three days of personal leave will be granted each year. Unused personal days will be added to accumulated sick leave days.
- b. Unit members will not request the use of personal leave time to extend a vacation or recess period. Personal leave will not be allowed to be used immediately preceding or following a vacation or recess period.
- c. When personal time of less than one full day is requested, an absence of one (1) to three (3) hours shall count as one-half day. Where time of hours exceeds three (3), it shall count as one (1) full personal day.
- d. Unless emergency conditions preclude it, advance notice of at least 24 hours is necessary.
- e. In the event circumstances warrant, the building level administrator may grant a personal leave day either preceding or following vacation or holidays or abridge the normal 24 hour notice requirement.

- f. Should a unit member later find after requesting it, that the use of the personal day is not necessary, he/she will have the right to call by 7 o'clock that morning to cancel its use.

7.4 EXTENDED LEAVES

- a. An extended leave of absence, without pay, will be approved by the CSA for a period of up to one year. All requests for such leave shall be submitted to the CSA in written form. Such requests shall antedate the commencement of said leave by forty-five days. In the event of emergencies, this period of time may be waived with the express approval of the CSA. The formal request shall detail the leave period requested and the reason(s) such leave is necessary.
- b. Said leave shall not exceed one (1) teacher during a contract year. This maximum may be exceeded by the CSA under extenuating circumstances he deems viable.

7.5 MATERNITY LEAVE

Maternity leave of absence without pay shall be granted full time unit members upon request for a period not to exceed one year and with no loss of accrued service credit. Such leave is subject to the following conditions.

- a. It shall be the responsibility of the unit member to inform the CSA of her pregnancy by the end of the 4th month or as soon thereafter as is medically possible.
- b. It is understood that the pregnant unit member may work as long as able, provided that said unit member can furnish upon request a certificate from the attending physician certifying a physical capability to perform all the duties of the position. The actual commencement of the leave shall be determined by the unit member, the attending physician, and the CSA.
- c. The unit member may return to work as soon as the attending physician attests that the unit member is physically able to perform all duties of the position, and subject to mutual agreement between the unit member and the CSA. It is within the Board's province to require written certification of physical fitness. The intent of this mutual agreement is to guarantee unit member welfare and program continuity.

7.6 GENERAL RULES-EXTENDED AND MATERNITY LEAVES

- a. The unit member will advance to the next salary step, provided five months of teaching were completed during the school year in which the leave began. In the case of a probationary unit member, probation is suspended at the beginning of leave, and resumes when the unit member actually returns to duty.

- b. In extenuating circumstances, the CSA may grant an extension of the allowable one year leave. The extension shall not exceed an additional twelve calendar months of time. A formal written request for supportive documentation must be submitted prior to the CSA's review.

Upon return from a leave of absence, an employee shall be returned to the same grade and/or position whenever practical. Further, if reduction or reassignment of existing staff becomes necessary during the period of said leave, the seniority and tenure rights of said employee shall be considered as per the procedures outlined in Ed. Law, the Commissioner's Decisions, and the Board of Regents directives. All pre-leave seniority and tenure rights will, however, be honored in any decisions made by the District during the period of the employee's leave.

7.7 JURY DUTY LEAVE

Pay when on jury duty shall be regular pay. Any compensation received for such services (other than mileage) shall be reimbursed to the District. The individual should report to the building administrator for assignment during any time in the regular work day other than when reporting for jury duty or actually serving on jury. If the person wishes to use up his personal days on jury duty, then he would get pay without regard to above. However, if he followed the above procedure, he would not have the day deducted from sick or personal leave.

ARTICLE VIII VISITATIONS

Annual visitations, upon request, will be granted to sixth and seventh grade teachers with the intent to correlate curriculum. Provision should be made for at least one structured meeting of sixth and seventh grade teachers, after visitations, to articulate the programs in these specific grades.

The "structured meeting" may be held on school time and may be for at least half a day during the school year.

ARTICLE IX VISITATION OPTIONS

Visitation days shall be assigned to a building staff in blocks that equal the total number of full time teachers in the building. These days are to be used to observe teaching situations, providing that the request has been made and approved by the Building Principal at least one week in advance of the visitation date.

If any requests are denied, the Principal will provide the teacher with the reasons.

ARTICLE X
CONFERENCE ATTENDANCE

Representatives of the Teachers' Association will be allowed to attend the NYSUT Representative Assembly, and where applicable, the Retirement Board meetings. The days missed will not be charged against the teacher's leave. The District will pay for the cost of the substitute.

ARTICLE XI
ASSOCIATION BUSINESS DAYS

A total of three (3) days will be allowed for use by the President of the GBTA for Association business. The Association will pay the total cost of the substitutes used for those days.

ARTICLE XII
COMPENSATION

SECTION I: GENERAL SALARY PROVISIONS

1. Salary refers to basic 10 month teaching salary without regard to car allowance, coaching, extra duty pay, etc.
2. Salary schedules for 2008-2009, 2009-2010, and 2010-2011 are attached as Appendix E.
3. If supply and demand proves that inexperienced first year teachers cannot be hired at the scheduled figures, the base salary cannot be moved without affecting the entire schedule.
4. It was agreed that a person could receive full credit for experience and education not to exceed the amount they have coming (not retroactive). Inexperienced teachers will not be hired above Step 1 unless they have college course credit or military service credit (up to 3 years).
5. Guidance counselors' salaries shall follow the salary schedule as it pertains to years of service and earned graduate credit hours.

The work year for guidance counselors is the academic year plus September 1 until the opening day of school (exclusive of Saturdays, Sundays, and Labor Day) and the first Monday after school dismissal in June through June 30. For this period of time, plus any days worked during July and August, the guidance counselor will be paid 1/200th of his salary for each day worked.

6. Credit hours for payment must be approved by the Superintendent prior to the employee taking such course. Such course must be in Education and/or the assigned content area of the teacher making the request.

Credit beyond a BA degree will be allowed only for subjects completed subsequent to the date a BA degree was completed. Adjustment will be made only at the beginning of a school year (by August 31) except BA plus 30 hours, Masters, and BA plus 60 hours where adjustment will be made at once after proof is submitted as provided by Education Law.

7. Salary payments for the school year may be made in 21 or 26 payments providing the business office is notified by each teacher no later than August 31. Stipends for coaches will be made by separate check after completion of the season.
8. The column of the salary schedule which includes provisions for Masters+30 and Bachelors+75 shall be amended to include Certificate of Advanced Studies.
9. Personal Injury: If a teacher is absent as a result of an injury covered under Workers' Compensation law, the teacher shall be allowed to use accumulated sick leave. The Teacher shall assign the benefits from Workers Compensation for loss of time at work to the District, while the teacher is using accumulated sick leave. When the teacher's accumulated sick leave is expended, the teacher shall receive only the Workers Compensation benefit and will no longer be paid by the District.
10. The payroll system for bargaining unit members will be based on a 12-month schedule. The payroll schedule will be provided to the GBTA President no later than June 30th.
11. Effective September 1, 2006, the employee's share of the premiums for July and August shall be prepaid from September - June, through payroll deduction.
12. When an employee, for any reason, leaves employment with the General Brown CSD, any pre-payment of health insurance premiums shall be refunded to the employee within thirty (30) days of separation. The leaving employee must provide the District with a letter of resignation indicating their last day of employment.

ARTICLE XIII **TRANSFER CREDIT**

Any teacher upon being newly hired will have his course credit and previous years of teaching determined by the salary agreed upon. Thereafter the teacher will be credited with one year of service annually and may move to a new schedule column as provided in the attached salary schedule. (See Appendix E)

ARTICLE XIV **PROFESSIONAL DEVELOPMENT**

- 14.1 The Administration and the General Brown Teachers' Association will jointly plan all professional development activities in accordance with the District Professional Development Plan and the Individual Professional Action Plan. (See Appendix D)

- 14.2 Teachers will be afforded the opportunity to attend professional development workshops/conferences, upon obtaining administrative approval, during the school year September 1 through June 30. Teachers who request and are approved to attend workshops/conferences will have any workshop or conference fee paid by the District. Teachers will not be remunerated for hours spent outside the regular work hours, unless the training is being requested by any administrator and approved by the Superintendent. Where requested by an administrator and approved by the Superintendent, the workshop or conference fee shall be paid plus the payment for hours spent attending the workshop or conference at the current extra duty rate as stated in Article XIV, Section D of the collective bargaining agreement, not to exceed five (5) hours per day.

Teachers approved by the administration to attend non-athletic professional development workshops or conferences during the summer months of July and August, will be remunerated at the current extra duty rate as stated in Article XIV, Section D of the collective bargaining agreement, not to exceed five (5) hours per day.

ARTICLE XV **COACHING ASSIGNMENTS**

1. All coaching assignments are filled on the basis of annual appointments based upon the recommendation of the Superintendent and the approval of the Board.
2. All coaching assignments shall be posted by May 15 of the previous year. Any employee interested in applying for such position shall submit their application for the position no later than June 15 of the previous year.
3. In instances where the former coach does not seek to apply for the same coaching position, the Superintendent shall give first preference, in terms of the recommendation, to (a) unit members who are certified coaches, (b) unit members who are certified teachers, (c) non-unit members.
4. If the appointed unit member resigns prior to the completion of the assignment or if the Board does not accept the Superintendent's recommendation, the Superintendent shall make a second recommendation from those unit members who have applied. If no unit member had applied initially, a notice will be circulated again, but with a two day time limit for response.
5. The final authority for acceptance or rejection of the Superintendent's recommendation lies with the Board.

ARTICLE XVI
ADDITIONAL PAY FOR ADDITIONAL DUTIES

When members of the bargaining unit perform the following additional duties they should be compensated as follows:

A. Coaching Index		<u>Percent of Appropriate BA Step</u>
Group I	<u>Sport</u> <u>Varsity -</u> Boys' Football, Wrestling, Basketball, Lacrosse, Baseball, Golf Girls' Lacrosse Girls' Basketball, Volleyball, Softball Boys' and Girls' Soccer	8%
Group II	<u>Varsity -</u> Girls' Tennis, Cheerleading: Boys' Tennis Assistant Varsity Football	6%
Group III	<u>Junior Varsity -</u> Boys' Wrestling, Lacrosse, Football, Basketball, Baseball Asst. J.V. Football Girls' Basketball, Volleyball, Softball Boys' and Girls' Soccer	5.5%
Group IV	<u>Junior Varsity -</u> Boys' "B" Basketball (if separate coach) If the JV "B" Basketball coach is the JV basketball coach, then the "B" basketball coach will be paid 1/3 of his JV Basketball coaching salary.	4%
Group V	Jr. High (long season) and modified Jr. High (short season) - Short	4% 2%

Short season will be paid on a per sport basis. Compensation will be 2% per sport, provided that a minimum of 15 practices and/or contests occur during the season.

If fewer than 15 practices and/or contests occur, the compensation will be pro-rated. (i.e., with only 10 events the rate would be $10/15 \times 2\%$). If a scheduled practice or contest is cancelled for any reason beyond the control of the coach, it shall be counted toward the minimum of 15.

B. Coaching Index: Application

Coaching Index is based on the Bachelor's scale of the salary schedule and the number of years coaching in that particular sport at the General Brown Central School. To transfer to another sport for the first time, one is paid on the Bachelor's scale, Step 1, times the coaching percentage on the index.

New coaching positions will be placed in the appropriate grouping.

C. Extra Duty Pay: Supervisory - Athletics

For those extra assigned duties for which the District has normally paid the stipend shall be:

Home game supervision	\$15.00 per hour
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D. Extra Duty Pay (non-athletic)

Extra Duties	\$20.00 per hour for assigned duties which are extra curricular in nature and approved by the Principal.
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Spring Concert - Senior Play
Elementary supervision of Christmas play,
6th grade graduation
Extra curricular Elementary Instrumental and
Elementary Choral Music supervision.

Class Advisor

Freshman Class Advisor	\$220 (each position)
Sophomore Class Advisor	\$330 (each position)
Junior Class Advisor	\$440 (each position)
Senior Class Advisor	\$550 (each position)

FCCLA Advisor	\$50 per banquet and \$50/rally with no more than 2 rallies per year
Senior Play Director	\$500 (one person)

Secondary Extra Curricular instrumental	Same as Group I coaching index
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Secondary Choral Music	Same as Group II coaching index Starting at Step 1
Language Fair Advisor	Supervisory rate not to exceed 10 hours
Whiz Quiz Advisor	\$200.00 (one person)
Yearbook	\$1,450.00 (one person)
High School Musical Director	Same as Group III Coaching Index starting at Step 1

If an individual who is not a member of the bargaining unit is appointed to coach, he/she will be paid according to this schedule and in no case will he/she be paid at a rate higher than his/her experience in coaching would warrant. (Example: A person with no previous coaching experience for JV basketball would be paid a maximum of \$1727.11 in 2002-2003.)

During the life of the contract, if adjustment or additions to the coaches' and/or extra curricular salaries are deemed necessary by the District or Association, the Superintendent or Association will notify the other party that they wish to bargain the changes. The Association President or appointed representative will meet with the Superintendent to bargain any changes.

- E. Each member of the bargaining unit will accept one (1) assigned duty outside the normal teacher workday each school year without compensation. Additional duties performed by the unit member will be paid at the rate specified in this Article.

The duties to which this section applies will include: home athletic supervision, senior play supervision, concert supervision, elementary physical education programs, 6th grade graduation, and attendance at PTO meetings.

No unit member will be asked to volunteer for an assigned duty outside of their K-6 or 7-12 work area.

ARTICLE XVII **HEALTH COVERAGE**

SECTION I: HEALTH INSURANCE

- A. Commencing July 1, 1996, the District will pay 90% of the premiums for healthcare coverage for the individual or the family plans.
- B. The District will pay the following percentage of health insurance premiums for teachers who retire effective July 1, 1990, and thereafter.

15 Years Service in General Brown CSD
16 Years Service in General Brown CSD

50% of the pre-retirement premium percentage paid by the District
60% of the pre-retirement premium percentage paid by the District

17 Years Service in General Brown CSD
18 Years Service in General Brown CSD
19 Years Service in General Brown CSD
20 Years Service in General Brown CSD

70% of the pre-retirement premium percentage paid by the District
80% of the pre-retirement premium percentage paid by the District
90% of the pre-retirement premium percentage paid by the District
100% of the pre-retirement premium percentage paid by the District

- C. Effective July 1, 1997, the District will institute an IRS Section 125 Plan as follows:
1. An IRS 125 Plan will be provided for unit members. Members may utilize this Plan for the payment of health and dental insurance premiums, unreimbursed medical, vision, and dental expenses, dependent care and any other allowed expenditures. *(NOTE: The IRS 125 Plan for health and dental premium contributions was in effect July 1, 1994).*

SECTION II: DENTAL INSURANCE

A Dental Plan shall be selected by the Association, subject to the approval of the Board no later than October 1, 1974, for implementation on July 1, 1975. Cost to the District of this plan shall be \$6000 annually during the life of this contract.

SECTION III: HEALTH INSURANCE BUY-OUT

The District will offer the following options to any unit member who does not wish to participate in the health insurance plan:

- A. If the unit member with family coverage or employee and dependent coverage drops such coverage, he/she will receive an amount of money equal to 25% of the current premium annually.
- B. If the unit member drops from family coverage, or from employee and dependent coverage to individual coverage, he/she will receive an amount of money equal to 25% of the difference between the premiums annually.
- C. If the unit member drops individual coverage, he/she will receive an amount of money equal to 25% of the current premium annually.
- D. Bargaining unit members not covered by the District provided health care plan will be eligible for the buyout plan, upon showing of alternative coverage under paragraph G below.
- E. Bargaining unit members in their first year of employment will be covered by the District's health insurance plan, unless they choose the buyout. They will be eligible for this buy-out, upon showing of alternative coverage pursuant to paragraph G below.
- F. Bargaining unit members may drop the District provided health insurance coverage up until March 1, and will receive a pro-rated buy-out program after September 30.

- G. In order to drop coverage, the unit member must show proof of alternative non-District provided health insurance coverage. If the unit member is dropping family or employee and dependent coverage, he/she must present a notarized form (provided by the District) that indicates the spouse or dependent is aware of and in agreement with this change. Unit members will need to re-enroll annually for the buy-out option. Re-enrollment needs to be completed by July 1 each year.
- H. Payment for buy-out options will be made to unit members on the 25th payroll check of each year. Anyone who qualifies to get back into the appropriate coverage will have their buy-out payment pro-rated accordingly. The 10% co-pay for the health premium will also be pro-rated accordingly.
- I. Any unit member who exercises option A, B, C, D, E, or F above will be allowed to get back into appropriate coverage, if family circumstances change, or during the open enrollment period.
- J. The provisions of this section will commence July 1st.

ARTICLE XVIII
PAYROLL DEDUCTION

DUES DEDUCTION

18.1 At the request of the Association, the District agrees to carry out the following:

The Board agrees to deduct from the salaries of its teachers and teaching assistants, dues for the General Brown Teachers' Association as said unit member individually and voluntarily authorizes the Board to deduct, and to transmit the monies promptly to the treasurer of the negotiating unit. (See Appendix B for authorization card.)

18.2 Deductions referred to above will be made in equal installments starting on the first check after September 25 for fifteen (15) consecutive payrolls. The District will not be required to honor for any month's deduction any authorizations that are delivered later than one (1) week prior to the distribution of the payroll from which the deductions are to be made. Any amount the employee then authorizes will be taken out in equal installments between authorization date and the time teachers on the regular deduction plan would have paid their last deduction.

18.3 Twice a month the District will provide the Association Treasurer with a list of employees, authorized deductions, and a check for the amount deducted.

18.4 Dues deductions will continue from year-to-year unless the Superintendent is notified in writing by the individual. A copy of such written notification(s) shall be forwarded by the Superintendent to the President within five business days of receipt.

NYSUT BENEFIT TRUST

- 18.5 The District will deduct from the salaries of those unit members participating in the NYSUT Benefit Trust an amount authorized by said unit member on the Benefit Trust forms.
- 18.6 The deductions will commence on the second pay period of the school year, and will continue for twenty (20) consecutive periods in a school year.
- 18.7 The authorization may be withdrawn at the discretion of the unit member. Unit members may enter the Trust, or change their contributions during the months of September and January only.
- 18.8 The monies deducted will be forwarded by the District to the NYSUT Benefit Trust in the form of one check as deducted.
- 18.9 The District shall be saved harmless for any litigation or proceeding brought forth as a result of its deductions or any provisions of the Trust or the administration of the Trust.

TAX SHELTERED ANNUITIES

- 18.10 The District will provide the opportunity for bargaining unit members to participate by payroll deduction in a tax sheltered annuity program (403b plan). Bargaining unit members may sign up for such plans in accordance with the plan administrator's procedures.
- 18.11 Effective September 1, 2006, the District will deduct from the salaries of the unit members who so authorize monies for VOTE/COPE and shall transmit said monies directed by state and/or federal requirements.

ARTICLE XIX EQUALITY OF OPPORTUNITY

Both parties to this agreement acknowledge and warrant that in regard to education programs and activities of this district, no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of sex, ethnic background, race, age, handicapping condition or religious conviction.

ARTICLE XX REDUCTION OF PERSONNEL

- 20.1 The parties recognize that the Board of Education has the responsibility to determine the number of positions in the District.

20.2 In the event that the District is considering a reduction in the number of positions in bargaining unit, the President of the Teachers' Association will be notified.

20.3 The President of the GBTA will be allowed to make recommendations to the Superintendent within two (2) weeks of notification.

ARTICLE XXI
WORK YEAR

The District may add two (2) additional workdays to the total number of days approved by the Board in the school calendar. These days will be the Wednesday and Thursday in the week prior to Labor Day.

If the District has three or more unused snow days as of April 10th, one day will be added to the April vacation and one day to the Memorial Day recess, as long as there is a minimum of one snow day remaining.

If the District has two (2) unused snow days as of April 10th, one day will be added to the Memorial Day recess, as long as there is a minimum of one snow day remaining.

ARTICLE XXII
LENGTH OF SCHOOL DAY

The length of the bargaining unit members' work day shall be 7 hours, 10 minutes.

The District may start and end the instructional day and/or work day within the following time parameters:

High School	7:30 a.m. - 3:00 p.m.
Elementary School	8:00 a.m. - 3:40 p.m.

ARTICLE XXIII
TEACHING LOAD

The Board of Education will attempt to maintain recommendations for class size.

ARTICLE XXIV
USE OF SCHOOL TELEPHONES

Teachers may use school telephones, and will reimburse the District for any long distance calls.

ARTICLE XXV
SUBCONTRACTING

The District will consult with the Association prior to subcontracting. BOCES, JRC and handicap services are specifically excluded from this section.

ARTICLE XXVI
VACANCIES

When openings exist prior to the opening of school in September such vacancies will be posted in each academic building. A unit member may submit a written request for a particular opening provided said opening exists within the unit member's tenure and certification area. The unit member's request must be submitted within five (5) days of such posting.

If the written request should be denied, the unit member in question will be given reason(s) for the denial, in writing, from the Building Principal.

ARTICLE XXVII
RETIREMENT INCENTIVE

Effective July 1, 1999 and thereafter, the District and the General Brown Teachers' Association agree that members who are 55 or older, with 20 years of service in the District and a member of the New York State Teachers' Retirement System, shall be identified as eligible for the following benefit:

- a. Any eligible unit member who submits a letter of intent to retire to the Chief School Officer at least seven (7) months prior to his/her effective date of retirement, and thereafter submits his/her official resignation for retirement purposes at least ninety (90) days prior to the effective date of retirement, shall be paid a retirement incentive up to \$10,000, based on \$6,000 flat incentive and unused accumulated sick leave based on the following schedule:

Days 1-100 at \$10 per day;
Days 101-150 at \$20 per day; and
Days 151-190 at \$50 per day, to a maximum of \$4,000
- b. The unit member must obtain an approved retirement from the New York State Teachers' Retirement System.
- c. Payment shall be made as part of his/her final year's salary.

- d. Any unit member who gives notice of retirement but is requested by the District to stay in service for additional years, will continue to be eligible for the amount they were eligible for on the date of their original retirement notice.
- e. Due to unique or exceptional circumstances, and upon recommendation of the Superintendent, the Board shall waive the eligibility or qualification rules set forth above so as to allow an otherwise ineligible teacher to receive this benefit.
- f. Payment shall be made in the last district payroll in June.

ARTICLE XXVIII
MISCELLANEOUS PROVISIONS

- A. Neither party shall unilaterally make any changes in rules or procedures which would alter the terms and conditions of employment established by this Agreement. Should a unilateral change which has an impact on terms and conditions of employment not encompassed within the Agreement be effected, the impact of this change shall be deemed negotiable. The party contemplating a change shall, except in cases where immediate action is required, provide a minimum of thirty (30) day notice that a change shall be effected.
- B. Teachers shall be consulted where possible during the planning stages of new or revised instructional programs. Where possible, an opportunity shall be given for teachers to frame their recommendations.
 - B-1 The building representative from the affected building will be notified in advance of any such contemplated change(s) and will notify affected teachers.
 - B-2 When a district-wide change occurs, the Association President will be notified.
- C. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the School District.
- D. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement. Before the District adopts a change in policy which affects wages, hours, or other conditions of employment which are listed as negotiable by the terms of this agreement, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the District, provided that it files such a request with the Board within five (5) days (calendar) after receipt of said notice.
- E. Negotiated agreements shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.

- F. Any individual arrangement, agreement or contract between the District and an individual unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement. Any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this agreement, this agreement during its duration shall be controlling.
- G. If any provision of this agreement or any application of the agreement to any unit member or group of unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- H. 130 copies of this agreement for distribution and use by the Association President shall be printed or mimeographed at the expense of the District and a copy available to all teachers now employed or hereafter employed by the Board within four weeks after its execution or employment if that occurs later. During the successive years of a multi-year agreement, an equal number of copies will be furnished the Association President.
- I. It is understood that within this contractual agreement the various titles of Chief School Officer (C.S.O.), Chief School Administrator (C.S.A.), and Superintendent are used interchangeably.

ARTICLE XXIX
PARENT/TEACHER CONFERENCE DAYS

The District may schedule two (2) days within the school calendar for Parent/Teacher conferences. For each day scheduled, the bargaining unit members shall report as follows:

Secondary: Instructional day 7:50 a.m. - 10:50 a.m.
Elementary: Instructional day 8:50 a.m. - 11:50 a.m.

Parent conferences will begin at 4:00 p.m., and scheduled to end at 8:10 p.m.

The Superintendent will consult with the GBTA President as to when these days will be scheduled.

ARTICLE XXX
DRESS CODE

When students are in session, bargaining unit members are expected to dress in a professional manner that inspires respect and serves as a role model for students. It is recognized that attire must be appropriate for the teacher's assignment, the needs of the students and the physical needs of the bargaining unit members. Prohibited dress shall be defined as plastic or rubber flip-

flops and provocative or revealing clothing. Blue jeans are prohibited except on paydays and other days granted at the discretion of the building principal. These optional days may include but are not limited to June Regents Days, Superintendent/Professional Development Days, charitable fund raising and field trips.

ARTICLE XXXI
NYS GRADES 3-8 ASSESSMENT TEST GRADING

When bargaining unit members are requested by the administration to correct/grade the NYS 3-8 Assessment tests, outside their normal work day, and they agree, they will be paid \$20/hour for such work.

ARTICLE XXXII
CONDITION OF AGREEMENT

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 contract shall become effective upon ratification and shall continue in effect until June 30, 2011.

July 1, 2008
(Date)

July 28, 2008
(Date)

July 28, 2008
(Date)

By Michael S. Lane
Board President

By Stephen J. Ughetto
Superintendent

By Lisa M. VanBrocklin
Association President

EVALUATION PROCEDURES

Introduction

It is agreed that teachers should have the right to:

- 1) Know how well they are performing the duties and responsibilities of their position;
- 2) Know the areas in which improvement is needed;
- 3) Receive candid appraisal of their work;
- 4) Discuss their evaluation reports with their supervisors; and,
- 5) Seek and receive supervisory assistance where needed.

With these points in mind, the following purposes and guidelines are proposed for the General Brown Central School District.

A. Purposes of Evaluation

- 1) To maintain a highly qualified, competent teaching staff,
- 2) To assist the teachers in recognizing weaknesses and strengths in their teaching,
- 2) To provide opportunity for improvement through constructive advice and suggestion, and
- 4) To support recommendations of the Building Principal.

B. Formal Evaluation Guidelines

- 1) Teachers will be notified, within a reasonable period of time of formal classroom observations to be made. (The individual teacher may request no notification if he so chooses.)
- 2) All observations of classroom performance of a teacher will be conducted openly by administrators with full knowledge of the teacher. Public or audio systems and similar surveillance devices shall not be used for this purpose.
- 3) Classroom observations will be conducted at reasonably spaced intervals to provide an opportunity for improvement from previous observation.

- 4) No evaluation report on observations shall be submitted to the Superintendent, placed in a teacher's file, or otherwise acted upon without prior conference with the teacher.
- 5) Observations will be valid upon completion of the following procedures:
 - a) The teacher will be given the evaluation form on any formal class observation, as completed by the observer, before the post-observation conference.
 - b) The conference will be held between the administrator and teacher as soon after the observation as possible.
 - c) During the conference, the teacher will be allowed to add to the evaluation report any comments pertaining to the observation.
 - d) At the end of the conference, both parties will sign the evaluation form as evidence of having reviewed it and having had the conference. (The teacher's signature on the evaluation report does not in any way, signify agreement with the evaluation, and the administrator's signature does not signify agreement with the teacher's rebuttal, if any.)
 - e) The evaluation report, signed and including any comments added during the conference will then be placed into the teacher's building folder.
 - f) The teacher may request a copy of the evaluation report for his own personal use.
- 6) Emphasis on evaluations will be directed toward the non- tenured teacher.

C. Additional Guidelines

- 1) Each first year probationary teacher shall be given a sample of the evaluation instrument during orientation, and the evaluation policy shall be explained to him by his Building Principal within the first month of school, prior to any formal observation.
 - 2) No recommendations for dismissal of a first year teacher shall be given by the Building Principal based on classroom ability without the teacher having had the benefit of formal observations.
 - 3) Each year, Building Principals will have the prerogative of conducting year end evaluations of teachers, so as to aid the teacher in knowing his status and progress, or lack of progress, through the year.
-

D. Teacher Personnel Folder

Such folders may contain:

- 1) Evaluation reports on formal observations.
- 2) Other information or comments relevant to the teacher's performance on his job.
- 3) District Personnel Card completed by teacher and containing such information as professional preparation, certificates held, previous work experience, etc.
- 4) Copies of professional certificates or licenses held by teacher, yearly salary statements, grades and other pertinent records of professional courses taken by the teacher, or any other information of this nature as deemed necessary or important by the Building Principal or Superintendent.
- 5) Confidential recommendations or evaluations, if any, received by the school prior to the employment of the teacher.

E. Policy Regarding Folders

- 1) Teachers shall have the right, upon request, to review the contents of their files. A teacher shall be entitled to have a personally selected representative accompany him or her during such review.
 - 2) No material excluding reference and information obtained in the process of evaluation of the teacher for initial employment, which is derogatory to a teacher's conduct; service; character; or personality, shall be filed unless the teacher has had an opportunity to examine the material. The teacher must affix his/her signature on the actual copy to be kept with the understanding that such signature merely signifies that he/she has examined the materials. Such signature does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within three months of its discovery or of its occurrence, whichever is later, exclusive of the summer vacation period, may not be added to the file. Any material which is inaccurate, not based on facts, or unjust may be rebutted, and/or removed from said file by mutual agreement between the teacher and Principal.
 - 3) Upon receipt of a written request, the teacher shall be furnished a reproduction of any material, excluding reference or information obtained in the process of evaluating the teacher for initial employment. The School District may ask for a reasonable remuneration for copying.
-

- 4) Only material filed in the personnel folder prior to a recommendation for disciplinary action shall be considered in determining whether a teacher shall be disciplined.
- 5) No material will be forwarded to other districts from a teacher's file without the teacher's permission. This is not intended to limit reference requested of the District.
- 6) Only material in the personnel folder may be used in any action by the District that could result in any consequence for the teacher.

F. Procedure Review and Revision

To provide that the purposes of these guidelines be most effectively met, the evaluation procedures shall be open to review and revision at any time, upon the request of either the Administration or the Teachers' Association.

General Brown Central School Dues
Authorization Card

Name _____

Address _____

I hereby request and authorize the General Brown School District to deduct from my earnings and transmit to the Association an amount sufficient to provide for regular payment of membership dues in the General Brown Teachers' Association, New York State United Teachers, and the American Federation of Teachers. Equal payments will be deducted from each check starting with the first paycheck after September 25. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Board and all of its officers from any liability.

Teacher's Signature

Dated: _____

SICK LEAVE BANK

1. Goals

- A. A Sick Leave Bank (SLB) shall be available for all professional staff as defined within the recognition statement contained in the current contract.
- B. Members of the staff, in the event of prolonged serious illness, injury, or physical disability and after having exhausted their accumulated personal sick leave days, may appeal to the Sick Leave Bank Committee for additional sick leave days. The Constituted Sick Leave Bank Committee shall review and duly consider all applications for additional days.
- C. The rationale for the Sick Leave Bank is to at least partially protect subscribing members from the financial burden resulting from a prolonged serious illness, injury or physical disability. The Sick Leave Bank is not intended to be a solution to the problem of exhausted sick leave days per se. For the purposes of this article, the term prolonged physical disability or serious illness or injury shall be defined as it is generally regarded by those in the medical profession.

2. Membership

- A. Initial applications by present staff members for membership in the Sick Leave Bank shall be sent to the secretary of the Sick Leave Bank Committee (appointed by the Association), using the authorization form. The time period for joining the Sick Leave Bank will be specified upon the acceptance of the Sick Leave Bank by the District and the Association. Future applications for membership by present staff members must be made between July 1 and September 1 of any given year. Failure to comply with this time restraint will deny membership in this Bank until the next full school year.
- B. An initial contribution of one (1) day must be made from a member's accumulated sick leave days. Until the approximate maximum number of days has been reached, an annual contribution rate of at least one (1) day per school year must be made in order to retain membership. When the maximum number of days has been reached, additional days will be taken from the sick leave bank members only as needed.
- C. The Bank shall be maintained with a minimum of thirty-five (35) days available. Maximum "Bank" days shall be held at approximately two hundred (200) days.
- D. The Secretary of the Sick Leave Bank will maintain a roster of sick leave "bank" members (determined by the initial contribution) and the necessary days will be taken in proper order as needed to maintain the "bank" at between thirty-five (35) and approximately two hundred (200) days. At any time that the Sick Leave

Bank contains less than thirty-five (35) days, the secretary will take one (1) additional day from each member of the Sick Leave Bank.

- E. Members of the present Teacher's Staff, who do not initially join must upon joining later, make an initial contribution of sick days equal to the maximum total number of days they would have contributed if they had joined initially. (Example: If 5 days had been contributed by a member of the Sick Leave Bank, you would have to contribute a maximum of 5 days upon joining).
 - F. New teachers at General Brown will not be eligible to join until October 1 of their first year. They will be added to the roster and make an initial contribution of one day. If any new staff members select not to join in their first year, paragraph E will become operable.
 - G. Days contributed to the Sick Leave Bank shall not be refunded. Retiring teachers can contribute only at the accepted rate for all other staff members.
 - H. Staff members wishing to terminate membership in the Sick Leave Bank must notify the Secretary of the Sick Leave Bank Committee between July 1 and September 1 of any given year.
3. Procedures and Restrictions
- A. Members shall appeal to the Sick Leave Bank Committee for Sick Leave Bank benefits. Such requests will be sent to the Sick Leave Bank Committee in writing and detail the following:
 - 1) Nature of the prolonged serious illness, injury or physical disability.
 - 2) Physician's recommendation (documented).
 - 3) An estimate of the days required.
 - B. A member must have exhausted all their available days before they become eligible. Before any Bank days can become effective, there shall be a five (5) day waiting period after exhaustion of the member's accumulated days.
 - C. Maximum benefits shall be limited to thirty-five (35) days per disability. The Sick Leave Bank Committee has, at its discretion, the option of allowing an additional thirty (30) days if the severity of the hardship warrants such action. Total usable sick leave days from the Bank shall not exceed sixty-five (65) days per school year.
 - D. Maximum benefits will be limited to 130 days per teaching career at General Brown. Under no circumstances will an employee be allowed to exceed the number of days allowed.

E. Sick Leave Bank Committee

- 1) The Sick Leave Bank Committee shall be composed of two (2) members of the Association and two (2) from the administration. Such favorable decisions as this Committee may make must be by majority vote in regard to all applications for Sick Leave Bank benefits.
- 2) If any application for Sick Leave Bank benefits has been denied, an appeal within ten (10) working days can be made to the Sick Leave Bank Committee to review and change its decision. Additional information may be submitted by the applicant.
- 3) If the decision of the Sick Leave Bank Committee is not favorable at this time, the President of the Association and the Chief School Officer will review the application and render a final and binding decision within five (5) working days.
- 4) Absence of a majority vote is considered a denial of application.

F. It is advantageous that the preceding guidelines be reviewed periodically by the Association President and the Superintendent of Schools, and where appropriate to be revised. Any revisions must have the full acknowledgment in writing of both parties.

G. The following general rules shall prevail:

- 1) Benefits received from the Sick Leave Bank shall not be repaid by the individual.
- 2) Benefits are applicable only to subscribing members and are not available for other than personal use.
- 3) Benefits shall only be available so long as there are days in the "Bank".
- 4) Benefits apply only to days on which the applicant would normally have worked.
- 5) Benefits will be calculated by dividing the individual's annual salary by two hundred (200) days.

Individual Professional Action Plan

Every professional staff member in the General Brown School District will prepare an annual individual Professional Action Plan to assist the District in meeting its annual goals.

This plan should be consistent with the District, building, grade level/department annual plan.

A District plan will be in place by December 1 of each school year. This plan will be developed by the District Staff Development Committee, subject to the approval of the Superintendent and Union President.

A building plan will be developed in accordance with the District plan by February 1 each school year.

Every professional staff member will submit their Individual Professional Action Plan to their building administrator by April 1 of each school year. (See Appendix D, Page 2)

Building administrators will review Individual Professional Action Plans, and provide professional staff with their approval or recommended changes by June 1 of each school year. Individual plans requiring modification will be re-submitted to building administrators for approval by June 30th.

Each professional staff member will annually develop their own Professional Action Plan listing areas of strengths, goals, and plans for improving the educational/instructional services provided to their students. The Professional Action Plan will be utilized and incorporated by the building administrator in completing that professional staff member's annual evaluations as required by law. (See Appendix A) The Professional Action Plan will also be considered in the implementation of staff development programs. However, such consideration by the District of staff members' Professional Action Plans is not to be construed as imposing any financial obligation on the District beyond previously budgeted Board approved costs.

- Approved
- Needs Modification

Name _____

Date _____

Grade or Department _____

My goals for the _____ school year are:

These are consistent with District/building goals in that:

The following activities will assist me in meeting my goals. Check any that apply. Please use the line provided to specify the content of your choices, as well as the dates on which each choice will be executed.

- 1. Curriculum work _____
- 2. Grade level or Department activities _____
- 3. In-service _____
- 4. BOCES workshop _____
- 5. Model Schools _____
- 6. Graduate work _____
- 7. Conference attendance _____
- 8. Other _____

Principal _____
Signature

Teacher _____
Signature

Date

Date

2008-2009

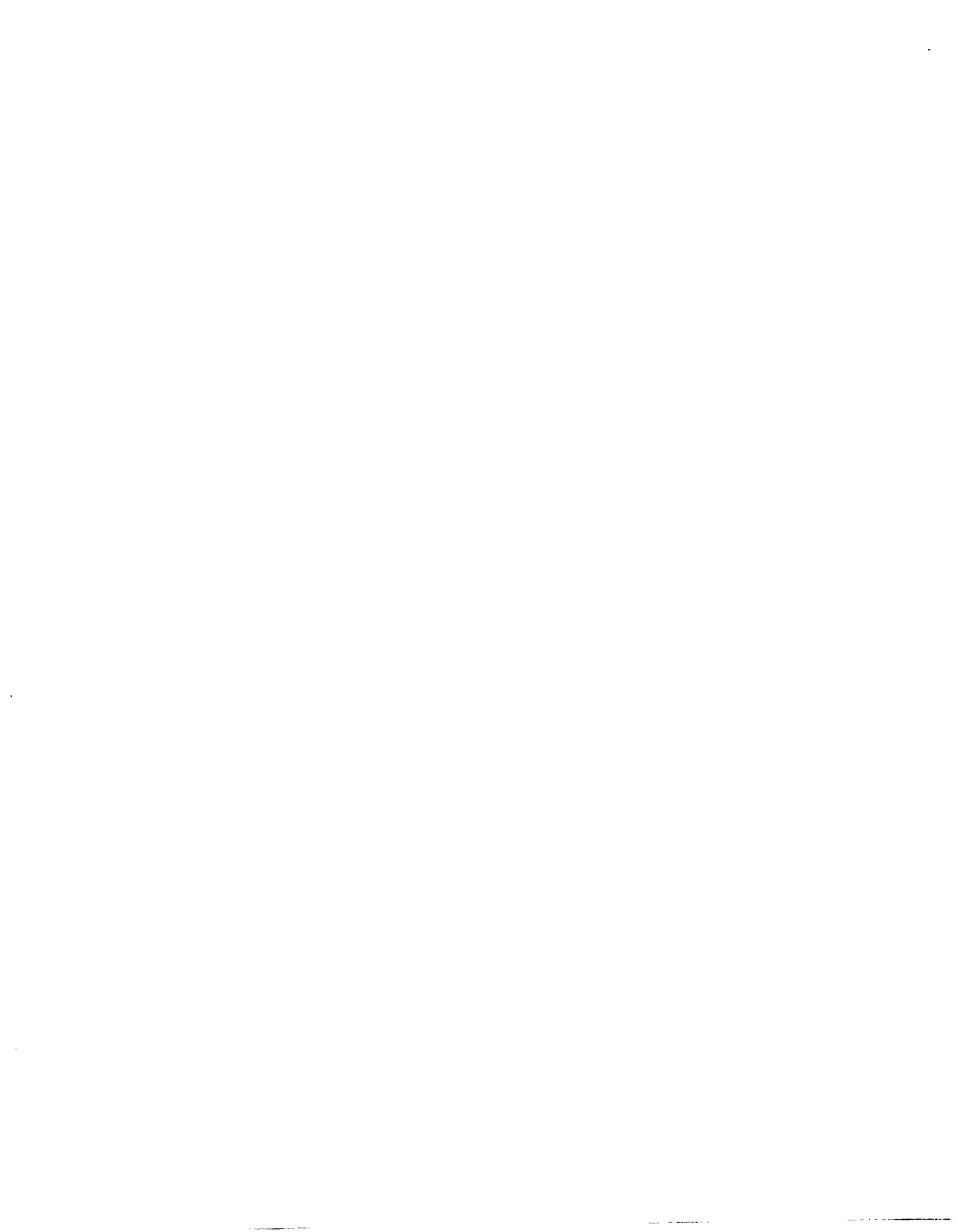
STEP	B+0	B+9	B+18	B+27	B+30	M	M+9	M+18	M+20	M+30	M+45	M+60
1	37,860	38,310	38,810	39,310	39,610	40,560	40,960	41,110	41,360	41,660	42,110	43,010
2	38,685	39,135	39,635	40,135	40,535	41,485	41,885	42,035	42,285	42,585	43,035	43,935
3	39,510	39,960	40,460	40,960	41,460	42,410	42,810	42,960	43,210	43,510	43,960	44,860
4	40,335	40,785	41,285	41,785	42,385	43,335	43,735	43,885	44,135	44,435	44,885	45,785
5	41,160	41,610	42,110	42,610	43,310	44,260	44,660	44,810	45,060	45,360	45,810	46,710
6	41,985	42,435	42,935	43,435	44,235	45,185	45,585	45,735	45,985	46,285	46,735	47,635
7	42,810	43,260	43,760	44,260	45,160	46,110	46,510	46,660	46,910	47,210	47,660	48,560
8	43,635	44,085	44,585	45,085	46,085	47,035	47,435	47,585	47,835	48,135	48,585	49,485
9	44,460	44,910	45,410	45,910	47,010	47,960	48,360	48,510	48,760	49,060	49,510	50,410
10	45,285	45,735	46,235	46,735	47,935	48,885	49,285	49,435	49,685	49,985	50,435	51,335
11	46,110	46,560	47,060	47,560	48,860	49,810	50,210	50,360	50,610	50,910	51,360	52,260
12	46,935	47,385	47,885	48,385	49,785	50,735	51,135	51,285	51,535	51,835	52,285	53,185
13	47,760	48,210	48,710	49,210	50,710	51,660	52,060	52,210	52,460	52,760	53,210	54,110
14	48,585	49,035	49,535	50,035	51,635	52,585	52,985	53,135	53,385	53,685	54,135	55,035
15	50,785	51,235	51,735	52,235	53,835	54,785	55,285	55,435	55,685	55,985	56,435	57,335
20	55,285	55,735	56,235	56,735	58,335	59,785	60,285	60,435	60,685	60,985	61,435	62,335
25	59,935	60,385	60,885	61,385	62,985	64,435	66,785	66,935	67,185	67,485	67,935	68,835
30	62,735	63,185	63,685	64,185	65,785	67,235	69,685	69,835	70,085	70,385	70,835	71,735

- 1) Any teacher upon being hired, will have his allowed course credit and experience credit up to his previous years of teaching (up to 3 years military service credit, may be allowed to teachers hired) determined by the salary agreed upon. Thereafter, the teacher will be credited with one year of service annually and may move to a new schedule column as provided in rule 3 below.
- 2) Credit hours for payment must be approved by the Superintendent prior to the employee taking such course. Such course must be in Education and/or the assigned content area of the teacher making the request.
- 3) A teacher shall be moved to a new schedule column after submitting proper and approved credentials after 7/1/91. Credit beyond a BA degree will be allowed only for subject completed subsequent to the date a BA degree was completed. Adjustment will be made only at the beginning of a school year (before Sept. 1) except BA plus 30 hours, Master's Degree, and BA plus 60 hours where adjustment will be made at once after proof is submitted as provided in Education Law.
- 4) Salary refers to basic 10 month teaching salary without regard to car allowance, coaching, extra duty pay, etc.

2009-2010

STEP	B+0	B+9	B+18	B+27	B+30	M	M+9	M+18	M+20	M+30	M+45	M+60
1	39,400	39,850	40,350	40,850	41,150	42,100	42,500	42,650	42,900	43,200	43,650	44,550
2	40,225	40,675	41,175	41,675	42,075	43,025	43,425	43,575	43,825	44,125	44,575	45,475
3	41,050	41,500	42,000	42,500	43,000	43,950	44,350	44,500	44,750	45,050	45,500	46,400
4	41,875	42,325	42,825	43,325	43,925	44,875	45,275	45,425	45,675	45,975	46,425	47,325
5	42,700	43,150	43,650	44,150	44,850	45,800	46,200	46,350	46,600	46,900	47,350	48,250
6	43,525	43,975	44,475	44,975	45,775	46,725	47,125	47,275	47,525	47,825	48,275	49,175
7	44,350	44,800	45,300	45,800	46,700	47,650	48,050	48,200	48,450	48,750	49,200	50,100
8	45,175	45,625	46,125	46,625	47,625	48,575	48,975	49,125	49,375	49,675	50,125	51,025
9	46,000	46,450	46,950	47,450	48,550	49,500	49,900	50,050	50,300	50,600	51,050	51,950
10	46,825	47,275	47,775	48,275	49,475	50,425	50,825	50,975	51,225	51,525	51,975	52,875
11	47,650	48,100	48,600	49,100	50,400	51,350	51,750	51,900	52,150	52,450	52,900	53,800
12	48,475	48,925	49,425	49,925	51,325	52,275	52,675	52,825	53,075	53,375	53,825	54,725
13	49,300	49,750	50,250	50,750	52,250	53,200	53,600	53,750	54,000	54,300	54,750	55,650
14	50,125	50,575	51,075	51,575	53,175	54,125	54,525	54,675	54,925	55,225	55,675	56,575
15	52,325	52,775	53,275	53,775	55,375	56,325	56,725	56,875	57,125	57,425	57,875	58,775
20	56,825	57,275	57,775	58,275	59,875	61,325	61,725	61,875	62,125	62,425	62,875	63,775
25	61,475	61,925	62,425	62,925	64,525	65,975	66,375	66,475	66,725	67,025	67,475	68,375
30	64,275	64,725	65,225	65,725	67,325	68,775	69,175	69,275	69,525	69,825	70,275	71,175

- 1) Any teacher upon being hired, will have his allowed course credit and experience credit up to his previous years of teaching (up to 3 years military service credit, may be allowed to teachers hired) determined by the salary agreed upon. Thereafter, the teacher will be credited with one year of service annually and may move to a new schedule column as provided in rule 3 below.
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- 4) Salary refers to basic 10 month teaching salary without regard to car allowance, coaching, extra duty pay, etc.



2010-2011

STEP	B+0	B+9	B+18	B+27	B+30	M	M+9	M+18	M+20	M+30	M+45	M+60
1	41,110	41,560	42,060	42,560	42,860	43,810	44,210	44,360	44,610	44,910	45,360	46,260
2	41,935	42,385	42,885	43,385	43,785	44,735	45,135	45,285	45,535	45,835	46,285	47,185
3	42,760	43,210	43,710	44,210	44,710	45,660	46,060	46,210	46,460	46,760	47,210	48,110
4	43,585	44,035	44,535	45,035	45,635	46,585	46,985	47,135	47,385	47,685	48,135	49,035
5	44,410	44,860	45,360	45,860	46,560	47,510	47,910	48,060	48,310	48,610	49,060	49,960
6	45,235	45,685	46,185	46,685	47,485	48,435	48,835	48,985	49,235	49,535	49,985	50,885
7	46,060	46,510	47,010	47,510	48,410	49,360	49,760	49,910	50,160	50,460	50,910	51,810
8	46,885	47,335	47,835	48,335	49,335	50,285	50,685	50,835	51,085	51,385	51,835	52,735
9	47,710	48,160	48,660	49,160	50,260	51,210	51,610	51,760	52,010	52,310	52,760	53,660
10	48,535	48,985	49,485	49,985	51,185	52,135	52,535	52,685	52,935	53,235	53,685	54,585
11	49,360	49,810	50,310	50,810	52,110	53,060	53,460	53,610	53,860	54,160	54,610	55,510
12	50,185	50,635	51,135	51,635	53,035	53,985	54,385	54,535	54,785	55,085	55,535	56,435
13	51,010	51,460	51,960	52,460	53,960	54,910	55,310	55,460	55,710	56,010	56,460	57,360
14	51,835	52,285	52,785	53,285	54,885	55,835	56,235	56,385	56,635	56,935	57,385	58,285
15	54,035	54,485	54,985	55,485	57,085	58,035	58,535	58,685	58,935	59,235	59,685	60,585
20	58,535	58,985	59,485	59,985	61,585	63,035	63,535	63,685	63,935	64,235	64,685	65,585
25	63,185	63,635	64,135	64,635	66,235	67,685	70,035	70,185	70,435	70,735	71,185	72,085
30	65,985	66,435	66,935	67,435	69,035	70,485	72,935	73,085	73,335	73,635	74,085	74,985

- 1) Any teacher upon being hired, will have his allowed course credit and experience credit up to his previous years of teaching (up to 3 years military service credit, may be allowed to teachers hired) determined by the salary agreed upon. Thereafter, the teacher will be credited with one year of service annually and may move to a new schedule column as provided in rule 3 below.
- 2) Credit hours for payment must be approved by the Superintendent prior to the employee taking such course. Such course must be in Education and/or the assigned content area of the teacher making the request.
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- 4) Salary refers to basic 10 month teaching salary without regard to car allowance, coaching, extra duty pay, etc.



ONE TIME SALARY ADJUSTMENT

- A. Members of the GBTA with at least twenty (20) years of service to the General Brown Central School District shall be eligible to elect to receive a one time salary increase of \$300 per year of service to General Brown Central School District at any point beyond the completion of the twentieth year, up to a maximum of \$10,000. Such amount shall be pro-rated for teachers working less than full-time. Notice of intent to elect such salary increase must be provided to the Superintendent, in writing, not later than February 1 of a given year for such an increase to be effective in the following year.
- B. Such raise will be payable in the school year following the submission of such notice. This salary adjustment will be for the period of one (1) year only. At the conclusion of that year, the salary of the unit member will revert to his/her appropriate salary step.
- C. Unit members may exercise this salary option election once during their employment with the General Brown Central School District.
- D. Due to unique or exceptional circumstances, and upon recommendation of the Superintendent, the Board shall waive the eligibility or qualification rules set forth above so as to allow an otherwise ineligible teacher to receive this benefit.

MEMORANDUM OF AGREEMENT
BETWEEN
SUPERINTENDENT OF THE GENERAL BROWN CENTRAL SCHOOL DISTRICT
AND
THE GENERAL BROWN TEACHERS ASSOCIATION

Effective 11/15/2000, the Superintendent of the General Brown Central School District (hereinafter "District") and the General Brown Teachers Association (hereinafter "GBTA") AGREE AS FOLLOWS:

1. Appendix F, One Time Salary Adjustment in the Parties Collective Bargaining will remain unchanged except as follows:
 - a. Upon election of the one time salary adjustment, a unit member with at least twenty (20) years of service in the district will inform the District of their reason for electing this option. The unit member must inform the District of either the anticipated date he/she intends to retire within the three years of the date of this request or that the unit member has no immediate plans to retire; rather he/she is exercising this option for personal reasons.
 - b. If a unit member is planning to retire within three years of electing the one time salary adjustment, he/she must also submit an official letter of resignation for retirement at least seven (7) months prior to his/her effective date of retirement to fulfill his/her obligation under this provision. For example: Notification by December 1 for a June 30 retirement. Due to unique or exceptional circumstances, and upon recommendation of the Superintendent, the Board shall waive the eligibility or qualification rules set forth above so as to allow an otherwise ineligible teacher to receive this benefit.
 - c. If a unit member exercises this option for personal reasons, he/she must include in the request an approximate number of years he/she is planning to work. (i.e. I intend to continue working for at least 7 more years.)
2. 7.1 Sick Leave (I) shall read:

A member of the bargaining unit retiring with fifteen (15) years of service in the District shall be remunerated for unused accumulated sick leave according to the following schedule: days 1-100 at \$5.00 per day; 101-150 at \$10 per day; and days 151-190 at \$25.00 per day to a maximum of \$2,000. A member must submit a written request for payment at least seven (7) months prior to the effective date of retirement. Payment will be made at the time of separation. Due to unique or exceptional circumstances, and upon recommendation of the Superintendent, the Board shall waive the eligibility or qualification rules set forth above so as to allow an otherwise ineligible teacher to receive this benefit.

3. A unit member electing The One Time Salary Adjustment (Appendix F in the Collective Bargaining Agreement), may not elect the Retirement Incentive as stated in Article XXVII of the Agreement. Conversely, a unit member electing the Retirement Incentive in Article XXVII would be ineligible for the One Time Salary Adjustment as stated in Appendix F.

4. This Agreement is separate and apart from the Collective Bargaining Agreement.

William J. Acosta
For the District

11/15/00 *Judith A. Curtis* 11/15/00
Date For the GBTA Date

Salary Schedules for Teacher Assistants
Not holding teacher certification

	2008-2009	2009-2010	2010-2011
STEP			
1	13,279	13,539	13,836
2	13,762	14,022	14,319
3	14,245	14,505	14,802
4	14,728	14,988	15,285
5	15,211	15,471	15,768
6	15,694	15,954	16,251
7	16,177	16,437	16,734
8	16,660	16,920	17,217
9	17,143	17,403	17,700
10	17,626	17,886	18,183
11	18,109	18,369	18,666
12	18,592	18,852	19,149
13	19,075	19,335	19,632
14	19,558	19,818	20,115
15	20,041	20,301	20,598

Salary Schedules for Teacher Assistants
Holding teacher certification

	2008-2009	2009-2010	2010-2011
STEP			
1	15,371	15,631	15,928
2	15,934	16,194	16,491
3	16,497	16,757	17,054
4	17,060	17,320	17,617
5	17,623	17,883	18,180
6	18,186	18,446	18,743
7	18,749	19,009	19,306
8	19,312	19,572	19,869
9	19,875	20,135	20,432
10	20,438	20,698	20,995
11	21,001	21,261	21,558
12	21,564	21,824	22,121
13	22,127	22,387	22,684
14	22,690	22,950	23,247
15	23,253	23,513	23,810

