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Title: **Homer Central School District and Homer Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO, Local 2732 (2012) (MOA)**

Employer Name: **Homer Central School District**

Union: **Homer Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

Local: **2732**

Effective Date: **07/01/2012**

Expiration Date: **06/30/2013**

PERB ID Number: **5286**

Unit Size:

Number of Pages: **43**

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AN AGREEMENT
BETWEEN
HOMER CENTRAL SCHOOL DISTRICT
AND
HOMER TEACHERS' ASSOCIATION
NYSUT/AFT/AFL-CIO, LOCAL 2732

JULY 1, 2012 - JUNE 30, 2013

Printed compliments of:

NYSUT
and the
Homer Central School District
Board of Education

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ARTICLE 1 - RECOGNITION

1.1 Recognition of Homer Teachers' Association

1.1.1 The Board of Education of the Homer Central School District, having determined that the Homer Teachers' Association is supported by a majority of the teachers in an instructional negotiating unit composed of full-time, part-time and long-term substitute professional certificated personnel, except the Chief Executive Officer (Superintendent), Director of Business and Finance, Principals, Assistant Principals, School Psychologists, Director of Physical Education, Director of Athletics, Director of Curriculum and Evaluation, and Director of Special Education, hereby recognizes the Homer Teachers' Association as the exclusive negotiating agent for the teachers in such unit. The Homer Teachers' Association shall be entitled to unchallenged representation status for the maximum period allowable by law.

1.1.1.1 Long-term substitute, as defined under this article, is one who acts as a substitute for a period equivalent to a semester or more.

ARTICLE 2 - ASSOCIATION DEDUCTIONS

2.1 The District agrees that when:

2.1.1 The individual teacher has voluntarily authorized the District, in writing, to deduct dues and transmit monies to the Association Treasurer for the Association and other professional organizations affiliated with the Association through a unified dues arrangement, and

2.1.2 The District and Association recognize that the negotiation and administration of collective agreements are related activities entailing expenses which are appropriately shared by all employees covered by such agreements. They further recognize that the Association, by reason of its status as the "exclusive representative" of all employees in the negotiating unit, is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association, and

2.1.3 The Association has, thirty (30) days prior to the deduction, certified in writing to the District the current rate of membership dues and agency fees to be deducted from employee wages.

- 2.2 The District shall then:
- 2.2.1 Deduct authorized dues from the salaries of Association unit members in bi-weekly installments beginning on a mutually agreed-upon date.
 - 2.2.2 Deduction of the agency fee shall be made, consistent with the dues deduction schedule of this Agreement or in such other manner as the parties may agree in writing. The District agrees to furnish the Association with an alphabetical listing showing the names of all employees in the unit who are hired by October 1 of any school year. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.
 - 2.2.3 Transmit all deducted dues to the Association Treasurer as deducted.
 - 2.2.4 Provide dues deductions for additional Association unit members when signed deduction cards are presented to the District in time to process dues deductions during the normal deduction period. Mutual arrangements shall be made between the District and Association as to the method for such deductions within the normal dues deduction period.
 - 2.2.5 The District and the Association agree to furnish to each other any information needed by the other party to fulfill the provisions of this Article.
 - 2.2.6 The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorney's fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid contract provision by reason of any actions or suits brought against the District by any employee in this unit.
- 2.3 The District further agrees to deduct from the salaries of unit members authorized and voluntary payments to the NYSUT Benefit Trust as follows:
- 2.3.1 Deductions will begin in September and will continue over twenty (20) consecutive pay periods in equal installments.
 - 2.3.2 All monies derived from the deduction of payments to the NYSUT Benefit Trust, as described above, shall be transmitted directly to New York State United Teachers and by so doing, the District is held save harmless from any fiduciary responsibility thereafter.
 - 2.3.3 A minimum of two weeks notice will be required of an employee who wishes to terminate his/her deduction for the NYSUT Benefit Trust Program under this section. Such notice will be given in writing to the Superintendent of Schools and the Homer Teachers' Association President at the same time.

ARTICLE 3 - NEGOTIATION PROCEDURES

3.1 Negotiation Procedures

- 3.1.1 Negotiations for a successor may be initiated at the request of the Homer Teachers' Association or the Superintendent at anytime following January 1st of the final year of the agreement. Such request shall be in writing and addressed either to the President of the Homer Teachers' Association or the Superintendent of Schools.
- 3.1.2 Within three (3) weeks after receipt thereof, a meeting date mutually agreeable to both parties shall be set and held for the purposes of opening negotiations on a successor agreement.
- 3.1.3 The parties will exchange proposals for negotiations at the initial negotiation session or a mutually agreeable time. Neither party shall present its proposals for contract changes in the form of an entire new contract.
- 3.1.4 While no final agreement shall be executed without ratification by the Association and approval by the Board of Education, the parties mutually pledge that their representatives will be clothed with the necessary power and authority to make proposals, counterproposals, consider proposals and counterproposals, sign tentative agreement and reach compromises in the course of negotiations.
- 3.1.5 The final agreement shall become effective upon ratification of the tentative agreement by the Association membership and approval by the Homer Board of Education unless otherwise agreed.

ARTICLE 4 - COMPENSATION PROVISIONS

4.1 Base Salaries

- 4.1.1 Placement of the current staff on the salary step schedule (see appendix A table) is based on the years of service in Homer and any other years of service credited prior to July 1, 1995. Step increments are at 1.87%. Base salary for step one (1) is: \$38,924 for the 2012-13.

4.2 Longevity

- 4.2.1 Placement on the longevity step schedule (see appendix A table) is based on the total number of years of Homer teaching experience.

4.3 New Teachers Service Credit

- 4.3.1 The appropriate level of compensation of newly hired teachers who have prior experience shall be determined according to the following guidelines:
 - 4.3.1.1 Credit for previous teaching experience in accredited public, private, and/or military dependency schools, will be granted "one year for one year."

Itinerant substitute teaching in the Homer system will be credited toward placement on the salary schedule with 150 days of teaching being equivalent to one year of service. No credit will be given for less than 150 days.

4.3.1.2 Credit may be granted for up to five (5) years for experience in occupations directly related to the subject area to be taught.

4.3.1.3 Up to two years credit may be given for military service, VISTA, or the Peace Corps.

4.3.1.4 All forms of "service credit" are subject to the approval of the Board of Education.

4.4 Master's Degree

4.4.1 Master's Degree

4.4.1.1 A master's degree will receive a salary adjustment of additional \$915 for the 2012-13.

4.5 Professional Training

4.5.1 Graduate Hours for Salary Purposes

4.5.1.1 The rate of compensation for approved graduate hours shall be \$70.75 per hour for 2012-13.

4.5.1.2 Payment will be made upon presenting proof of completion of graduate course no later than October 1st for hours earned during the preceding summer and spring; and no later than March 1st for hours earned during the period between these two dates. It is the responsibility of the teacher to have confirming transcripts provided to the personnel office.

4.5.1.3 Courses required for permanent certification in an appointed tenure area will be approved. Courses beyond certification for the individual are subject to prior approval or denial by the Superintendent or designee. Those courses beyond certification shall be approved if a benefit to the District can be shown. The appropriate forms must be used.

4.5.2 Training Outside Contractual Workday for Salary Purposes

4.5.2.1 The rate of compensation for approved training outside the contractual workday shall be \$70.75 per hour for 2012-13. (15 contact hours outside the contractual workday = 1 graduate hour for pay purposes.)

4.5.2.2 Payment will be made upon presenting proof of completion of training outside the contractual workday no later than October 1st for hours earned

during the preceding summer and spring; and no later than March 1st for hours earned during the period between these two dates. It is the responsibility of the teacher to have confirming information provided to the personnel office.

4.5.2.3 For compensation purposes, training outside the contractual workday credit is subject to prior approval or denial by the Superintendent. Only training completed outside the contractual workday taken on employee time and at no other expense to the district will be considered for salary purposes.

4.5.2.4 Pre-approved paid training outside the contractual workday shall also count as professional development to maintain professional certification.

4.5.3 Training Outside the Contractual Workday for Professional Development Credit

4.5.3.1 All training outside the contractual workday approved for salary credit shall also count as professional development credit to meet professional development certification requirements.

4.5.3.2 The Superintendent or his/her designee may approve attendance at training outside the contractual workday for professional development credit to maintain professional certification but does not increase salary.

4.6 Extra Duty Assignments

4.6.1 Special Supervisory

4.6.1.1 Assigned supervision to school activities, which occur outside of the school day, will be paid at a rate of \$10.00 per hour. (For example: Football, Basketball and Wrestling Contests, Mixers, Dances, Concerts, and Plays.)

4.6.1.2 All teachers who are required to supervise activities referenced above will be paid for the activities. Supervisory assignments will be on a voluntary basis as far as possible. Unfilled positions will be assigned by the appropriate administrator.

4.6.1.3 Teachers appointed to paid advisorships do not receive additional supervision pay when supervising their own activities.

4.6.2 Coaches

4.6.2.1 A base salary \$64,033 for 2012-13 will be used in determining salaries for all coaching positions.

4.6.2.2 See appendix B for the Coaching Salary Schedule.

4.6.2.3 Coaching Longevity

4.6.2.3.1 Teachers who have coached a given sport in the district will receive salary adjustments according to the following schedule:

	<u>12-13</u>
Beginning 16th year in sport	\$285
Beginning 21st year in sport	\$285
Beginning 25th year in sport	\$285

4.6.3 Extracurricular

4.6.3.1 A base salary \$64,033 for 2012-13 will be used in determining salaries for all extracurricular positions.

4.6.3.2 See appendix C for the Extracurricular Salary Schedule.

4.6.3.3 Extracurricular Longevity

4.6.3.3.1 Teachers who have performed a given extracurricular assignment in the district will receive salary adjustments according to the following schedule:

	<u>12-13</u>
Beginning 16th year in area	\$285
Beginning 21st year in area	\$285
Beginning 25th year in area	\$285

4.6.4 Department Heads

4.6.4.1. The compensation for department heads shall be as follows:

	12-13
1-5 employees	\$3,300
6-10 employees	\$3,717
> 10 employees	\$4,128

4.6.5 Area Coordinators

4.6.5.1 The compensation for area coordinator shall be as follows:

	<u>12-13</u>
Music	\$3,300
Computer	\$3,300
Health	\$3,300

4.6.6 Extra Day Compensation

4.6.6.1 Teachers will be paid an additional 1/200 for each day assigned beyond the defined teacher work year.

4.6.7 Tuition Waiver

4.6.7.1 The District will waive student tuition payments for a teacher who does not reside within the Homer Central School District boundaries, but elects to send his or her child to the District. Such non-resident children must meet all policies, rules, regulations and limitations as are applied to all other non-resident children.

4.6.8 Summer Curriculum Development

4.6.8.1 Teachers assigned to approved summer curriculum development projects will be paid at a rate of \$28.25 per hour for the 2012-13 school year.

4.6.9 Changes in Extra Duty Positions

4.6.9.1 Salaries for new positions created during the term of this agreement shall be subject to bargaining at the next school year.

4.6.10 Summer School Positions

4.6.10.1 School employees shall be compensated at a rate of \$46.75 per hour for the 2012-13 school year.

4.6.11 National Board Certification Incentive

4.6.11.1 Teachers who obtain their National Board Certification shall receive a \$1,000 yearly stipend for each year the certification is valid.

4.6.12 Residency Incentive

4.6.12.1 Beginning July 1, 2006, the BOE shall have the option of remunerating unit members who live in the District. Once a residency certificate is received, the District shall remunerate qualified unit member's in October or November of each school year should the BOE so choose.

4.6.13 Mentor Program

4.6.13.1 The mentor coordinator shall be a teacher selected by the Superintendent upon recommendation of the President of the HTA. The mentor coordinator will be expected to attend one of the summer orientation days. The mentor coordinator shall be appointed for an annual term starting May 1st. The Mentor Coordinator duties shall be consistent with the District New Staff Mentoring Program

4.6.13.2 The mentor will be expected to attend one of the summer orientation days. The mentor will be compensated the prorated curriculum rate for hours worked outside the contractual work day should his/her immediate supervisor

approve of this time. Mentors duties shall be consistent with the District New Staff Mentoring Program.

4.6.14 Enhancement Programs

4.6.14.1 Should the District see a value and/or need to enhance new or existing programs, the District, may with agreement from the President of the HTA, employ former HTA employees at a rate mutually agreed by the Superintendent and HTA President. This language shall in no way be used to reduce current bargaining unit member positions nor affect HTA exclusivity rights.

ARTICLE 5 - INSURANCE

5.1 Health Insurance

5.1.1 By action of the Board of Education, the teachers employed by the District may obtain health insurance coverage under Blue Cross/Blue Shield or an equivalent plan upon acceptance by the Association.

5.1.2 This is a share cost program in which the District pays eighty-five (85%) percent of the premium of the plan for all participating members effective July 1, 1996.

5.1.2.1 On July 1, 2006 the prescription co-pay card will be at a co-pay rate of \$1 generic/\$15 brand name with a mail order 90 day supply for two (2) co-pay rates. Beginning January 1, 2011 or as soon thereafter as possible, the District shall provide a Three-tier prescription drug plan for the purchase of prescription drugs at a cost of \$5 for a thirty (30) day retail supply of Tier I drugs, \$15 for a thirty (30) day retail supply of Tier II drugs, and \$30 for a thirty (30) day retail supply of Tier III drugs. The District will offer a mail order program that includes a ninety (90) day supply of prescription drugs at a cost of ten dollars (\$10) for Tier I drugs, thirty dollars (\$30) for Tier II drugs and sixty dollars (\$60) for Tier III drugs.

5.1.3 This covers the individual health insurance premium and the family health insurance premium.

5.2 Dental Insurance

5.2.1 During the life of this Agreement, the District shall provide seventy (70%) percent of the premium of the plan for both the individual and family. The plan shall be Blue Cross/Blue Shield Prime Blue Dental 80% Plan or its equivalent.

ARTICLE 6 - ABSENCE

6.1 Personal Illness/Family Illness Leave

- 6.1.1 Each teacher shall be allowed fifteen (15) days of absence with full pay per year for personal illness or illness in the teacher's or spouse's immediate family.
- 6.1.1.1 Immediate family, as used in Section 6.1.1 above, shall be defined as husband, wife, son, daughter, mother, father, sister, brother, or significant other.
- 6.1.2 Personal Illness/Family Illness Leave days shall be credited on the first day of employment and each following July 1st.
- 6.1.3 Prorated Personal Illness/Family Illness Leave days for part-time or late-hire teachers will be credited in the same fashion, as Section 6.1.2 above, at a rate of one and one-half (1.5) days per month to be worked.
- 6.1.4 Unused Personal Illness/Family Illness Leave days will be permitted to accumulate as Personal Illness/Family Illness Leave to a maximum of two hundred forty (240) days.
- 6.1.4.1 Accumulated Personal Illness/Family Illness Leave days may be used for illness of the teacher.
- 6.1.4.2 Accumulate Personal Illness/Family Illness Leave days may be used to tend to the illness of a spouse or a child that resides in the home of the teacher.
- 6.1.4.3 In case of extreme hardship, accumulated Personal Illness/Family Illness Leave days may be utilized to tend to the illness of mother, father, sister, brother, or significant other with the approval of the Superintendent of Schools.
- 6.1.4.4 For each use of Personal Illness/Family Illness Leave days under Sections 6.1.4.2 and 6.1.4.3 above, the teacher shall submit documentation as required by the Superintendent of Schools.
- 6.1.5 The Superintendent of Schools reserves the right to require documentation of personal illness/family illness when a pattern of absence warrants. Such patterns would include, but not be limited to: five (5) consecutive Mondays or consecutive Fridays, alternate Tuesdays, or the first day of each month.
- 6.1.6 Teachers shall be notified by October 1st of each school year of the Personal Illness/Family Illness Leave days used during the previous school year and the accrual as a result of employment in the District. Said notification shall include any unused Personal Illness/Family Illness Leave days and any unused personal leave days which have been added to the accrual.

6.1.7 Teachers may petition the immediate supervisor for permission to perform certain duties and services allowed by the attending physician under conditions set forth with the consent of the teacher, the immediate supervisor and the Superintendent. The performance of such duties or services will not require the deduction from either the Personal Illness/Family Illness Leave or Personal Illness/Family Illness Leave Bank on those days such duties or services are performed.

6.2 Conversion of Accumulated Personal Illness/Family Illness Leave

6.2.1 Upon retirement from the district, a sum representing the value of the accumulated personal illness days, up to a maximum of one hundred eighty days, shall be computed by multiplying said number of days times $1/800^{\text{th}}$ of the teacher's final annual salary for the 2005-06 school year, $1/750^{\text{th}}$ of the teacher's final annual salary for the 2006-07 school year, $1/700^{\text{th}}$ of the teacher's final annual salary for the 2007-08 school year, and $1/650^{\text{th}}$ of the teacher's final annual salary for the 2008-09 school year. This sum shall be carried by the District as a credit and shall thereafter be used annually, until exhausted, to pay 100% of the annual premiums on any district health and/or dental coverage for the teacher and/or his/her surviving spouse who wish to continue such coverage upon retirement.

6.2.2 If all or part of said credit is not used for the above-mentioned purpose, the credit shall lapse.

6.3 Personal Illness Leave Bank

6.3.1 There shall be a Personal Illness Leave Bank created for the purpose of providing extended paid personal illness leave benefits to those members of the Bargaining Unit who have exhausted their Personal Illness/Family Illness Leave.

6.3.2 Personal Illness Leave Bank Committee shall consist of the President of the Homer Teachers Association, the Superintendent of Schools or his/her designee, and two (2) unit members appointed by the President.

6.3.3 The Personal Illness Leave Bank Committee shall promulgate such rules and regulations for the successful operation of the Personal Illness Leave Bank as it deems appropriate.

6.3.4 All rules and regulations as promulgated by the Personal Illness Leave Bank Committee shall be made known in writing to each bargaining unit member and the Superintendent of Schools.

6.3.5 A Teacher shall be eligible to use the personal illness leave bank after personal illness/family illness leave days are exhausted. For a teacher with 180 days or more accumulated personal illness/family illness days said unit member shall be eligible to use the personal illness leave bank once his/her personal illness/family illness days falls back to 180 days.

- 6.3.6 A lifetime limit of 180 personal illness bank days may be used by a sick bank member.
- 6.4 Personal Leave Days
- 6.4.1 Two (2) days per year shall be allowed without loss of salary as administered by the building principal/supervisor. A bargaining unit member may carry up to two (2) unused personal days from the previous year to a maximum of four (4) days in any one year. A maximum number of personal days that a bargaining unit member may use is two (2) consecutive work days.
- 6.4.1.2 Personal Business Leave is an appropriate use for religious observance.
- 6.4.2 At the sole discretion of the Superintendent one additional day may be granted.
- 6.4.3 Except in cases of genuine emergency, all requests for Personal Business Days shall be submitted in writing for approval at least twenty-four (24) hours in advance on a form signed by the teacher, which includes the statement:
- 6.4.3.1 "It is understood by me: that personal business shall not be used for the purpose of extending a holiday or vacation, and that the concept of a personal business day covers only the conduct of personal business or activity that I can not do just as readily on my own time."
- 6.4.4 Any unused Personal Leave Days will be added to accumulated Personal Illness/Family Illness Leave.
- 6.4.5 The parties agree to monitor Personal Business usage and compliance and agree to negotiate corrective language when warranted.
- 6.5 Bereavement
- 6.5.1 Each teacher shall be allowed up to five (5) days of absence with full pay for each event of death in the immediate family.
- 6.5.1.1 Immediate family, as used in Section 6.5.1 above, shall be defined as: husband, wife, son, daughter, mother, father, sister, brother, or significant other.
- 6.5.2 Each teacher shall be allowed up to three (3) days of absence with full pay for each event of death of an aunt or uncle by blood, grandparents, step-parents, mother and father-in-law, brother and sister-in-law, son or daughter-in-law, grandchild, or other person residing within the immediate household.
- 6.5.3 In addition to Section 6.5.1 and 6.5.2 above, each teacher shall be allowed one (1) day of absence with full pay for each event of death of a corresponding relative of the teacher's spouse.

- 6.5.4 In the case of extreme hardship, the teacher may use other leave benefits for which the teacher is entitled.
- 6.6 Quarantine
 - 6.6.1 Each teacher shall be allowed full pay during a period of quarantine established by legally constituted federal, state or local public health authorities.
- 6.7 Graduation
 - 6.7.1 Each teacher shall be allowed one (1) day with the approval of the Superintendent, to attend graduation of any member of the immediate family as defined in Section 6.1.1.1 above.
- 6.8 Visitations
 - 6.8.1 With the approval of the building principal/supervisor, any teacher may be permitted to visit other teachers at work each year without loss of salary.
- 6.9 Jury Duty
 - 6.9.1 Each teacher shall be paid the difference between his/her regular salary and jury duty pay for as many days of absence as are necessary during the time called for and serving on jury duty. In the event that an employee is placed on telephone alert by the Commissioner of Jurors the employee is to report for work as normal until called to duty.
- 6.10 Court Attendance
 - 6.10.1 Each teacher shall be allowed as many days of absence with full pay as are necessary during the time that they are required by subpoena to be in court unless the litigation is brought by the teacher against the District. In each event the teacher shall submit written notification to the District in advance.
- 6.11 Unpaid Leave
 - 6.11.1 Up to two (2) years leave of absence without pay for reasons of health shall be granted if the employee's physician determines such leave is necessary. The District may require verification of need of such leave from the District physician or another physician. In the event that conflicting opinions arise from the different physicians, the physicians shall jointly appoint a third (3rd) physician for his/her opinion on the matter and whose opinion shall serve to decide the medical status of the employee in question.
 - 6.11.2 Any employee returning from leave pursuant to this section shall provide written advance notice to the Superintendent of his/her intention of returning to work two (2) months prior to expiration of the leave of absence. The District shall provide

such employees with a written reminder of that obligation at least three (3) months prior to the expiration of the extended leave. Failure of the employee to provide the written notice shall constitute an automatic resignation from his/her position.

- 6.11.3 A leave of absence without pay for up to five (5) days may be requested of and administrated by the Building Principal. Criteria for approval will be the same as the defined for Personal Days found in Section 6.4 above.
 - 6.11.4 A leave of absence without pay may be granted beyond five (5) days for up to one (1) calendar year upon the approval of the Board of Education.
 - 6.11.5 All rights and privileges accumulated prior to the effective date of the unpaid leave of absence shall be frozen for the period of the leave and shall be reinstated upon return.
 - 6.11.6 Health insurance coverage may be continued during the leave of absence without pay if the teacher so elects and pays the full cost of said coverage.
 - 6.11.7 The Family and Medical Leave Act shall govern unpaid leaves where applicable.
- 6.12 Parental Leave of Absence
- 6.12.1 A leave of absence without pay for up to one (1) year without pay may be granted to a teacher for the purpose of child rearing. Any request for such leave shall be made in writing to the Superintendent of Schools at least 120 days prior to the anticipated beginning date when possible.
 - 6.12.2 Any request for unpaid leave under Section 6.12.1 above shall indicate the duration of such leave and the probable beginning date. The duration of such leave shall be mutually agreed upon by both parties at the time such leave is granted. Both the beginning date and the return date shall be set so that, insofar as possible, the continuity of the education program shall not be disrupted.
 - 6.12.3 Any employee returning from leave pursuant to this section shall provide written advance notice to the Superintendent of his/her intention of returning to work two (2) months prior to expiration of the leave of absence. The District shall provide such employees with a written reminder of that obligation at least three (3) months prior to the expiration of the extended leave. Failure of the employee to provide the written notice shall constitute an automatic resignation from his/her position.
 - 6.12.4 Upon reemployment, said teacher shall be assigned to a position within his/her (1) tenure and (2) certification area, whichever is applicable and which, in the sole opinion of the Superintendent of Schools, is in the best interests of the Homer Central School District. This assignment will be similar to the previous assignment whenever possible.

- 6.12.5 All rights and privileges accumulated prior to the effective date of the unpaid leave of absence shall be frozen for the period of the leave and shall be reinstated upon return.
- 6.12.6 Health insurance coverage may be continued during the leave of absence without pay if the teacher so elects and pays the full cost of said coverage.
- 6.12.7 The Family and Medical Leave Act shall govern parental leaves where applicable.
- 6.13 Association Leave
 - 6.13.1 The Homer Teacher's Association will be allowed a total of six (6) school days annually for the President of the Association or his/her designee for the purposes of conducting Association business. The Homer Teachers' Association shall pay the total per diem salary plus fringe benefits of the substitute for the teachers using such leave. The Homer Central School District shall also pay the total per diem salary plus fringe benefits of the teachers. The Homer Teachers' Association's share is to be paid to the District in advance of the leaves to prevent any interruption of salary to teachers.
- 6.14 President's Release Time
 - 6.14.1 The Homer Teachers' Association President will have one-half (1/2) hour daily released time for Association business. This one-half (1/2) hour per day is not accruable, and all professional activities must be fulfilled before she/he is released.
- 6.15 On a case by case basis, the provisions of Article 6 may be modified with the written concurrence of the Superintendent of Schools and the President of the Association.

ARTICLE 7 - TEACHER WORK YEAR/DAY

- 7.1 Workday
 - 7.1.1 Generally 7 hours and 15 minutes for grades K-12.
 - 7.1.2 Included in this 7 hours and 15 minutes would be:
 - 7.1.2.1 assigned instructional responsibilities
 - 7.1.2.2 assigned supervision responsibilities
 - 7.1.2.3 planning time
 - 7.1.2.4 lunch time
 - 7.1.2.5 assigned student "extra help" time.

- 7.1.3 This definition is not intended to alter the traditional "after school" and "evening" responsibilities teachers have historically accepted as part of the normal work expectation.
- 7.1.4 If requested by the District, a teacher may voluntarily change the start and end time of his/her workday. The workdays shall remain seven (7) hours fifteen (15) minutes.
- 7.2 Work Year
- 7.2.1 Generally the "10 month" teacher work year for returning teachers would be up to 186 days scheduled between September 1 and June 30 in conjunction with the OCM instructional calendar. This constitutes an additional day beyond previous calendars and is intended to be used as a staff development day.
- Up to 3 additional days over the 186 day work year may be used to expand on teacher professional development (in-service, conferences, program, superintendent conference days, etc.) and not to increase student contact time, as recommended by the Professional Staff Development Committee.
- 7.2.1.1 Newly hired teachers are expected to participate in a one-day district orientation during the week prior to the opening of school, thus giving them up to a 187 work year.
- 7.2.2 Once the District has satisfied all the legal mandated days of session, the K-8 students will not be in attendance for up to two days of June Regents Week.
- 7.2.2.1 The first day without K-8 student attendance shall be the fifth day of June Regents Week.
- 7.2.2.2 The second day without K-8 student attendance shall be the fourth day of June Regents Week.
- 7.2.2.3 End-of-year schedules for the high school students remain the same.
- 7.2.2.4 These days, referenced in sections 7.2.2.1 through 7.2.2.4 above, shall be used by K-12 unit members to complete their year end responsibilities.
- 7.2.3 Generally the "10.5 month" teacher work year has been the "10 month" work year, plus ten (10) days assigned by administration between the last day of the "10 month" teacher work year in June and the first day of the "10 month" returning teacher work year in September of the following year. Payment is 1.05 x 10-month salary.

- 7.2.4 Generally the "11 month" teacher work year has been the "10 month" work year, plus twenty (20) days assigned by administration between the last day of the "10 month" teacher work year in June and the first day of the "10 month" returning teacher work year in September of the following year. Payment is 1.10 x 10-month salary.

ARTICLE 8 - TEACHER SUPERVISION

8.1 Teacher Supervision

- 8.1.1 Teacher supervision and evaluation shall be governed by the process and procedures described in the Supportive Supervision Model as written and modified by the Professional Staff Development Committee and agreed to by negotiation between the Superintendent and the Homer Teachers' Association.

(The parties agreed to Mentor Program modifications that will be attached to the Supportive Supervision Model as Appendix III.)

ARTICLE 9 – PERSONNEL FILES

9.1 Personnel Files

- 9.1.1 Teachers shall have the right to inspect the contents of their personnel files, and shall have the right to copies of any and all written communications (except preemployment letters of recommendation) or other written material placed in their personnel files at district expense. Teachers shall have the right to inspect preemployment letters of recommendation as contained in their personnel files.

- 9.1.2 Before material is placed in a teacher's file, the administration shall have discretion to determine whether it shall be retained, or discarded. If it is retained, notice thereof shall be given to the teacher involved, and the teacher shall have the opportunity to respond in writing.

ARTICLE 10 - TENURE

10.1 Probationary Period

- 10.1.1 Members of the teaching staff shall be appointed for a probationary period in accordance with State Education Law by a majority vote of the Board of Education upon written recommendation of the Superintendent from lists submitted to such Superintendent of Schools by the building principals.

10.1.3 Absence of more than eight (8) consecutive weeks may be considered an interruption of the probationary period.

10.2 Granting of Tenure

10.2.1 On or before forty (40) school days prior to the expiration of the probationary term of the members of the teaching staff, the Superintendent shall make a written report to the Board of Education recommending for appointment on tenure, from lists and reports furnished by the building principals, those legally certificated teachers who have been found competent, efficient and satisfactory. If found competent, efficient, satisfactory, and legally certificated, the teacher shall be recommended by the Superintendent to the Board of Education for appointment on tenure.

10.2.2 By a majority vote, the Board of Education may then appoint on tenure any or all of the persons recommended by the Superintendent.

10.3 Evaluations and Notice

10.3.1 Tenure will be granted in accordance with State Education Law.

10.3.2 Teachers not to be granted tenure will be notified in writing ninety (90) calendar days prior to the termination of their probationary period.

ARTICLE 11 - FAIR DISMISSAL

11.1 Fair Dismissal

11.1.1 When it is proposed that a probationary teacher be terminated, the following procedure shall be followed:

11.1.1.1 The Superintendent or building principal shall give the teacher one special written warning that the teacher's status may be terminated. One special conference shall be held with the teacher for the purpose of discussing means of improving the teacher's performance. Either party may at her or his discretion have a representative present at this conference. Following such special conference, sufficient time shall be granted to implement recommendations resulting from said conference.

11.1.1.2 If, after the above steps have been taken, it is recommended that the teacher be terminated, the teacher will be given notice in writing of the grounds for termination and be given a minimum of thirty (30) days written notice in accordance with state education law for non-tenured teachers. However, every effort will be made to notify the teacher in writing of Board action to terminate services sixty (60) days prior to such termination.

ARTICLE 12 – STAFF VACANCIES, NEW POSITIONS AND REDUCTION IN STAFF

- 12.1 Professional staff vacancies, including summer school, shall be published in each school as soon as possible. Due consideration shall be given to suitable, qualified, certificated staff members when appointments are made.
- 12.2 The preceding statements in 12.1 above will also apply to the creation of new positions within the system.
- 12.3 All professional staff vacancies, teaching and supervisory, shall be filled with personnel certified or approved for the position for which they are selected by the Certification Division of the New York State Department of Education. Any decision to fill any vacancy rests solely with the District. In making its decision, the District shall consider, among other factors, the seniority of the teacher.
- 12.4 All summer school positions shall be posted annually during the month of May.
- 12.5 District summer school positions shall be filled by the most senior subject certified unit member currently teaching that subject; absent that, the most senior subject certified unit member, pending approval by the Superintendent.
- 12.6 If no subject certified unit member applies to any given summer school position, the Superintendent may appoint a subject certified non-unit individual to that position(s).

ARTICLE 13 - TEACHER PROTECTION AND STUDENT DISCIPLINE

- 13.1 Teacher Protection
 - 13.1.1 The Board recognizes its legal obligations pursuant to Sections 3023 and 3028 of the New York State Education Law.
 - 13.1.2 If, in the course of a teacher's employment, a teacher sustains an assault resulting in loss of time compensable under the workmen's compensation law, the teacher shall be entitled, without loss of sick leave, to the difference between workmen's compensation weekly benefit check and his/her salary for a period not to exceed ten (10) academic months, provided the teacher remains eligible for workmen's compensation during said period. Thereafter, the teacher may elect to use his/her sick leave accumulation to supplement any allowable workmen's compensation. The award portion of any workmen's compensation settlement for permanent partial or total disability is not refundable to the district.
 - 13.1.3 In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire, or other lethal instrument or incident, no teacher is or will be required to participate in any search, except as a volunteer, for such lethal or destructive instrument.

13.1.4 Teachers will immediately report all cases of assault sustained by them, and/or civil actions filed against them in connection with their employment, to their building principal, in writing. Said report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher for information in his possession relating to the incident or the persons involved.

13.1.5 Upon direction of the Board of Education, or its authorized representatives, the School Board attorney shall supply for any teacher who has sustained an assault or who has had a civil action filed against her or him in connection with employment, a list of two or more suitable attorneys who could assist the teacher, if the teacher so requests.

13.2 Student Discipline

13.2.1 Teachers shall receive instructions and directions relative to student discipline only from professional supervisory personnel, in writing. Student discipline referred by the teacher to other authority shall be administered only by professional supervisory personnel.

13.2.2 It shall be the responsibility of the district to identify those students so severely emotionally disturbed as to justify calling their existence to the attention of the teacher to whom they are assigned. In such cases, the psychologist shall call the existence of such students to the attention of such teachers, and provide suggestions on how best to assist the student.

13.2.3 In the event that the presence of any pupil or pupils becomes unduly disruptive to the conduct of instruction or threatening the welfare and/or safety of the teacher and/or pupils, the teacher is hereby authorized to remove or have the pupil removed from class until such time as the objectionable behavior has been eliminated in a manner which, in the judgment of the principal (in consultation with the teacher) directly involved, best serves the interest of the Homer School System and the child.

13.2.4 The District shall provide a Disruptive Student Referral Form consistent with New York State Education Law 3214.

ARTICLE 14 - JUST CAUSE

14.1 No bargaining unit member shall be terminated without Just Cause.

14.2 Just Cause termination shall be understood as follows:

14.2.1 Notice: Did the District give to the teacher forewarning or foreknowledge of the possible or probable consequences of the teacher's disciplinary conduct?

14.2.2 Reasonable Rule or Order: Was the District's rule or administrative order reasonably related to (a) the orderly, efficient and safe operation of the District,

and (b) the performance that the District might properly expect of the teacher?

14.2.3 Investigation: Did the District, before administering the discipline to a teacher, make an effort to discover whether the teacher did in fact violate or disobey a rule or order of administration?

14.2.4 Fair Investigation: Was the District's investigation conducted fairly and objectively?

14.2.5 Proof: At the investigation, did the "judge" obtain substantial evidence or proof that the teacher was guilty as charged?

14.2.6 Equal Treatment: Has the District applied its rules, orders and penalties evenhandedly and without discrimination to all teachers?

14.2.7 Was the degree of discipline administered by the District in a particular case reasonably related to (a) the seriousness of the teacher's proven offense, and (b) the record of the teacher in his service with the District?

14.3 The evidence used to show Just Cause for termination must come from the data compiled in the personnel files of the bargaining unit member.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Declaration of Purpose

15.1.1 WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievance free from coercion, interference, restraint, discrimination, or reprisal and by which the Board of Education (hereinafter sometimes referred to as the Board) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

15.2 Definitions

15.2.1 A Grievance is a complaint by the Homer Teachers' Association of an alleged violation of any of the terms and conditions of this agreement.

15.2.2 The term Supervisor shall mean any principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises, except for the Chief School Officer.

- 15.2.3 The Chief School Officer is the Superintendent of Schools.
- 15.2.4 The Association shall mean the Homer Teachers' Association.
- 15.2.5 Aggrieved Party shall mean the Association.
- 15.2.6 Party in Interest shall mean the Grievance Committee of the Association, and any party named in a grievance who is not the aggrieved party.
- 15.2.7 Grievance Committee is the Committee created and constituted by the Homer Teachers' Association.
- 15.2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.
- 15.2.9 School Day shall mean days in which teachers are in attendance.
- 15.3 Procedures
- 15.3.1 All grievances shall include the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting 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.
- 15.3.2 Except for informal decisions at Stage 15.5.1.1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the Association.
- 15.3.3 If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage II described below.
- 15.3.4 The preparation and processing of grievances will not be conducted during the hours of classroom activity so that interruption of classroom activity and the involvement of students in any phase of said Agreement shall be avoided.
- 15.3.5 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievances.
- 15.3.6 Except as otherwise provided in Section 15.5.1.1 and 15.5.1.2, the Association 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/her; to testify and to call witnesses and to be furnished with a copy of the minutes of the proceedings made at each and every stage of this grievance procedure.

- 15.3.7 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 member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 15.3.8 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents are available from the Association or the Superintendent.
- 15.3.9 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 15.3.10 While the Association is allowed to have its representative present at all stages of the Grievance Procedure, such attendance and participation is not mandatory on the part of the Association.
- 15.3.11 If any provisions of this grievance procedure, or any application thereof, 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 application will continue in full force and effect.
- 15.3.12 The Chief School Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, 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 15.5.1.1, and all written decisions at all stages. (The official minutes will be kept on all proceedings in Stages II, III, and IV, and the expense for keeping the official minutes shall be shared equally by the Board of Education and Teachers' Association.) A copy of such minutes will be made available to the aggrieved party and the Grievance Committee as soon as possible and no later than five working days after the conclusion of hearing at Stages I, II, III, and IV. The grievant shall advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record, and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board, but shall not be deemed a public record.
- 15.3.13 All steps in this procedure will be confidential except as both parties need to communicate with their constituencies.
- 15.3.14 By mutual agreement, parties may move to expedited arbitration procedures after Stage II.

15.3.15 If the parties agree to the conduct of arbitration proceedings during the regular school hours contrary to Section 15.3.4 of the Agreement, then if the proceeding requires the presence of a teacher or teachers, said teacher or teachers shall be granted necessary paid leave time for this purpose.

15.4 Time Limits

15.4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

15.4.2 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 thirty (30) school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.

15.4.3 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.

15.4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party or his representatives 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.

15.4.5 In the event of a grievance filed on or after April 15, upon request by or on behalf of the aggrieved party, the time limits set for 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 it is possible.

15.5 Stages of Grievance

15.5.1 Stage I: Supervisor

15.5.1.1 The Association, having a grievance, will discuss it with the appropriate supervisor either directly or through a representative, with the objective of resolving the matter informally. The Supervisor will confer with all parties in interest but, 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 consultation has been had without the aggrieved party or his representative present. If the Association requests, a representative may be present during the discussion of the grievance.

15.5.1.2 If the grievance is not resolved informally within five (5) days of presentation above, it shall be reduced to writing and presented to the Supervisor, within five (5) school days. Within five (5) school days after the written grievance is presented to him, the Supervisor shall without any further consultation with the aggrieved party or any party in interest, render

a decision thereon, in writing, and present it to the Association or its representative.

15.5.2 Stage II: Chief School Officer

15.5.2.1 If the Association is not satisfied with the written decision at the conclusion of Stage I and wishes to proceed further under this grievance procedure, the Association shall, within seven (7) school days, present the grievance to the Association's Grievance Committee for its consideration in writing.

15.5.2.2 If the Grievance Committee determines that the Association has a meritorious grievance, then it will file written appeal of the decision at Stage I with the Chief School Officer within ten (10) school days after the Association has received such written decision. Copies of the written decision at Stage I shall be submitted with the appeal.

15.5.2.3 Within seven (7) school days after the receipt of the appeal, the Chief School Officer, or his duly authorized representative, shall hold a hearing with the Association and its representative.

15.5.2.4 The Chief School Officer shall render a decision in writing to the Association, the Grievance Committee and its representative within five (5) school days after the conclusion of the hearing.

15.5.3 Stage III: Board of Education (By mutual agreement, the parties may waive this stage.)

15.5.3.1 If the Association is not satisfied with the decision at Stage II, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage II. The official grievance record maintained by the Chief School Officer shall be available for the use of the Board of Education.

15.5.3.2 Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing in executive session with the Association and its representatives.

15.5.3.3 Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

15.5.4 Stage IV: Arbitration

15.5.4.1 After such hearing, if the Association is not satisfied with the decision at Stage III, and the Grievance Committee determines the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within ten (10) school days of the decision at Stage III.

- 15.5.4.2 Within ten (10) school days after such written notice of submission to arbitration, the Superintendent of Schools and the Association or its representative will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, the Association will request a list of arbitrators from the American Arbitration Association for selection of an arbitrator. The Association or its representative and the Superintendent of Schools will mutually agree on the selection of the arbitrator from said list(s).
- 15.5.4.3 The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions of the issues.
- 15.5.4.4 The arbitrator shall have no power to add to or subtract from the parties agreement or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- 15.5.4.5 The decision of the arbitrator shall be final and binding upon all parties.
- 15.5.4.6 The parties at final arbitration will share the cost of the arbitration equally.
- 15.5.4.7 By mutual agreement of the parties the services of PERB's Mediation/Arbitration may be elected in lieu of Arbitration. If such a procedure is selected, further pursuit of the grievance into arbitration is specifically waived and barred. Any cost associated with Med/Arb will be shared equally between the parties.

ARTICLE 16 - 3020-A ALTERNATE PROCEDURE

- 16.1 In the event a tenured teacher is served with charges brought pursuant to Section 3020-a of the New York State Education Law, the teacher shall have the option to either proceed to a hearing as provided in Section 3020-a or to utilize the grievance and arbitration procedure set forth in this article.
- 16.2 If the majority of the Board of Education finds grounds for bringing charges against a tenured teacher as provided by Section 3020-a of the education law, then a written statement of the charges and an outline of employee's rights shall be forwarded to him or her by the District Clerk.
- 16.3 The employee must notify the District Clerk in writing within ten (10) days of receipt of the charges whether (s)he desires a hearing on the charges in accordance with Section 3020-a or

elects to proceed to grievance arbitration under this article. Selection of grievance arbitration prohibits the District from proceeding under Section 3020-a of education law.

- 16.4 An employee who elects a hearing under 3020-a has waived his or her right to proceed to grievance arbitration under this article.
- 16.5 An employee who elects grievance arbitration under this article has waived his or her right to proceed under Section 3020-a of the New York State Education Law.
- 16.6 Within five (5) days after an employee's selection of grievance arbitration, the Association shall file a demand for arbitration with the American Arbitration Association.
- 16.7 The selected (or designated) arbitrator shall hear the matter promptly and shall issue his or her decision in accordance with the Rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall issue his or her findings or facts, opinions and conclusions on the issue(s) submitted. The decision of the arbitration shall be final and binding on both parties.
- 16.8 It is understood and agreed by the parties that the burden of proof on the charges lies solely with the School District.
- 16.9 The cost for the services of the arbitrator will be borne by the School District.
- 16.10 It is understood by the parties that if an employee is suspended under this Article, such suspension will be with full pay.
- 16.11 The District agrees that if someone chooses the grievance arbitration procedure, (s) he will be advised of the proposed penalty.
- 16.12 The parties agree under this Article to utilize the Expedited Labor Arbitration Rules of the American Arbitration Association.
- 16.13 No tenured teacher under this section shall be terminated or suspended without just cause.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

17.1 Professional Staff Development Committee

17.1.1 Mission

- 17.1.1.1 It is the mission of the PSDC to promote and support excellence of instruction by providing leadership and direction, varied opportunities, and incentives for self-support of staff members to continue professional development throughout their careers in a safe, supportive environment.

17.1.2 Membership

17.1.2.1 The PSDC is composed of: the HTA president, the HTA vice-president, the HTA newsletter editor, the Superintendent, three administrators, a representative of the non-certified staff, and professionally certified staff representatives for each building.

17.1.3 Role

17.1.3.1 The PSDC operates by consensus decision-making processes.

17.1.3.2 The PSDC meetings are open to all interested persons.

17.1.3.3 The PSDC makes recommendations on staff development programs, policies, and procedures to the Superintendent and the HTA President. The committee's recommendations will be accepted and endorsed by the Superintendent and the HTA President with the intent that these recommendations will be presented to the BOE and the appropriate HTA group for action.

17.1.3.4 The PSDC will make recommendations in the areas of staff development including, but not limited to: use of professional development days, staff development budget, program planning and selection, conferences, incentives, and inservice credits.

ARTICLE 18 – EARLY RETIREMENT INCENTIVE

18.1 Retirement Incentive Plan Eligibility Requirements

18.1.1 This Retirement Incentive Plan is open to:

- A unit member who (a) retires at the end of the school year in which he/she is first year eligible to collect benefits from the New York State Teachers' Retirement System and (b) has at least ten (10) years of continuous service in the District.

OR

- A member who retires at the end of the school year in which the member is first eligible to receive unreduced benefits under the New York State Teachers' Retirement System.

18.1.2 The unit member must submit a non-binding letter indicating that they may elect to retire under this provision by January 31. The unit member must submit an irrevocable letter of resignation no later than March 15 of the year of retirement. In extenuating circumstances the unit member may request the Superintendent of Schools to rescind said resignation letter up to June 1 of the year of retirement.

18.1.3 The superintendent, at his/her discretion, may permit a unit member to retire prior to the end of the school year in either scenario under section 18.1.1.

18.2 Retirement Incentive Amount

If the above requirements are met, the employee is entitled to a retirement increment equivalent to half of the employee's total pay for the employee's last year of service to the District.

18.3 Remittance

The employer agrees to make a non-elective employer contribution for the amount the employee is entitled to under the Retirement Incentive Amount section. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within thirty (30) days of retirement. The Association and the employer mutually agree to remit the non-elective employer contribution to the ING 403(b) plan.

18.3.1 The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.

18.3.2 For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System.

18.3.3 In the event that the contribution exceeds acceptable contribution limits, the employer agrees:

1. To pay any excess over the limits as compensation to the employee within 90 days of retirement if such employee has a NYSTRS membership date prior to June 17, 1971; or,
2. If the employee has a NYSTRS membership date subsequent to June 16, 1971, to remit any remainder on the first business day of the calendar year following retirement, to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.

18.4 No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

ARTICLE 19 – ON-LINE LEARNING

19.1 The use of On-Line Learning shall not result in:

19.1.1 The reduction of the number of full-time equivalent (FTE) positions in the Homer Teachers Association bargaining unit.

- 19.1.2 The reduction of staff of the Homer Teachers Association bargaining unit from full-time to part-time.
- 19.2 Participation in the On-Line Learning program shall not be used, in any way, by the District to argue that the Association has waived any right or lost any exclusivity over its bargaining unit work. On-line courses must be taught by Homer Central School active or retired teachers or teachers in accredited K-12 public schools.
- 19.3 On-Line Program course instruction shall be compensated as follows when taught in addition to the unit member's normal class load:
- 19.3.1 When a Bargaining Unit Member teaches a course through the On-Line Learning Program, in addition to his/her normal teaching assignment, (s)he shall receive an additional stipend of 7% of the extra curricular rate (Article 4.5.3.1) per semester for the initial time the course is taught. Should the same teacher agreed to teach the same on-line course again the teacher shall receive a stipend of 6% of the extra curricular rate (Article 4.5.3.1) per semester.
- 19.4 The On-Line Learning Program shall not affect the school day workload of any Bargaining Unit Member who has agreed to teach an on-line course. When the on-line course is part the unit member's normal teaching assignment, there will be no additional compensation.
- 19.5 The District shall provide appropriate and timely training for unit members involved in On-Line Learning activities. Unit members will be trained in the technology, special skills and methods necessary for instruction in the On-Line Learning environment. All costs associated with such training shall be paid by the District. Should training occur outside the contractual work day members shall be compensated at the Summer Curriculum Development rate of in accordance with Article 4.5.8 of the Collective Bargaining Agreement or have the credit applied as in-service hours in accordance with Article 4.4.3.
- 19.6 Appointments
- 19.6.1 The teaching of On-Line Learning Program courses shall be strictly voluntary.
- 19.6.2 On-Line Learning Program positions shall be posted in the usual fashion.
- 19.6.3 The on-line courses shall be annual appointments.
- 19.6.4 Assignment of On-Line Learning opportunities will be made on the following basis, in order of priority:
- 19.6.4.1 The original developer of the on-line format for the course;
- 19.6.4.2 Seniority within the curriculum tenure area among those unit members who have taught on-line courses;
- 19.6.4.3 Other qualified unit members based on seniority within the tenure area of the on-line course subject area; and

- 19.6.4.4 In all cases Unit Members, who apply, shall be given preference over outside applicants.
- 19.7 The instructor shall not be responsible for technical installation or maintenance of District equipment utilized in the On-Line Learning Program classroom.
- 19.8 The grading of On-Line Learning Program student participants shall be the domain of the instructor and in accordance with the District grading policy.
- 19.9 On-Line Learning class instruction is intended to be interactive.
- 19.10 All observation and/or evaluation of the work performance of the On-Line Learning Program teacher must be done by the Homer CSD administration and shall conform in all other respects to the parties' collective bargaining agreement. Complaints with respect to a Bargaining Unit Member's performance shall be promptly called to the Unit Member's attention.
- 19.11 Given the ever-changing nature of this On-Line Learning Program, the parties agree to communicate regularly on issues of concern.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

- 20.1 This Agreement shall constitute the full and complete commitments of the parties and may be changed, added to, deleted from, or otherwise modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 20.2 Board of Education Policies and Practices of the district and its agents which relate to terms and conditions of employment of bargaining unit members may be changed, added to, deleted or otherwise modified only through the voluntary, mutual consent of the parties in a written and signed Memorandum of Understanding. (Note: The above is not a Maintenance of Staff provision.)
- 20.3 This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 20.4 If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 20.5 The District shall, at joint expense, provide a copy of this Agreement to each employee in the unit, and provide a copy for each new employee during the duration of the Agreement and furnish twenty-five (25) copies to the Association.
- 20.6 The provisions of this Agreement shall be applied equally to all employees in the Unit without discrimination as to sex, age, marital status, race, color, creed, or national origin.

20.7 Each unit member shall receive a daily duty free lunch period.

20.8 Teachers K-6 shall not be assigned lunch duty.

20.9 Site Based Variance

20.9.1 With concurrence by the Superintendent of Schools and Association President, the principal and teachers (75% staff agreement) of each building have the authority to pilot new proposals or to grant internal variances to this contract.

ARTICLE 21 - DISTRICT SENIORITY LIST

21.1 District Seniority List

21.1.1 The Homer Central School District shall develop a seniority list of all unit members not later than September 15th of each school year.

21.1.2 The District seniority list shall, within five (5) days after its development, be posted in all buildings and be provided to the President of the Homer Teachers' Association.

21.1.3 Unit members who question their placement on the District Seniority List are encouraged to do so in writing to the President of the Homer Teachers' Association and the Superintendent of Schools simultaneously.

ARTICLE 22 - LEGISLATIVE APPROVAL

22.1 "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT THE IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

Note: Public Employees' Fair Employment Act
Article 14 of the Civil Service Law
Taylor Law: Section 204-a.

Notice must be typed not smaller than the largest type used elsewhere in the agreement.

ARTICLE 23 - DURATION OF THE AGREEMENT

23.1 This contract shall be effective as of July 1, 2012 through June 30, 2013.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals this
_____ day of _____, _____.

ASSOCIATION

District

By James Baldwin
President
Homer Teachers' Association

By Nancy Ruscio
Superintendent of Schools
Homer Board of Education

By Russell Pedersen
Chief Negotiator

APPENDIX A – SALARY AND LONGEVITY TABLES

Base Schedule	
Difference per step	
	1.87%
Year	12-13
1	38,924
2	39,652
3	40,394
4	41,150
5	41,920
6	42,704
7	43,503
8	44,317
9	45,146
10	45,991
11	46,852
12	47,729
13	48,622
14	49,532
15	50,459
16	51,403
17	52,365
18	53,345
19	54,343
20	55,360
21	56,396
22	57,451
23	58,526
24	59,621
25	60,736
26	61,872
27	63,030
28	64,209
29	65,410
30	66,634
31	67,881
32	69,151
33	70,445
34	71,763
35	73,105
36	74,473
37	75,866
38	77,285
39	78,731
40	80,204
41	81,704
42	83,232

Longevity Table	
For years in district	
% of base	0.276%
Year	12-13
1	0.00
2	109.50
3	223.00
4	341.00
5	463.00
6	589.50
7	720.50
8	856.50
9	997.00
10	1,142.50
11	1,293.50
12	1,449.50
13	1,610.50
14	1,777.50
15	1,950.00
16	2,128.50
17	2,312.50
18	2,503.00
19	2,700.00
20	2,903.50
21	3,113.50
22	3,330.00
23	3,554.00
24	3,785.00
25	4,023.50
26	4,269.50
27	4,523.50
28	4,785.00
29	5,055.00
30	5,333.50
31	5,621.00
32	5,917.00
33	6,222.00
34	6,536.50
35	6,860.50
36	7,194.50
37	7,538.50
38	7,892.50
39	8,257.50
40	8,633.50
41	9,020.50
42	9,419.00

Appendix A - Salary and Longevity Tables Movement

Salary Table Movement Guidelines:

1. For each year of total credited service, the teacher moves up to the next step on the salary schedule table.
Example A: Teacher A has 17.0 years of total credited service. S/he will be placed on step 18 for the following year.
2. When a teacher has part of a school year of total credited service, the part of the school year is rounded up.
Example B: Teacher B has 17.4 years of total credited service. This will be counted as 18.0 years of total credited service. S/he will be placed on step 19 for the following year.
3. When a teacher takes a leave of absence without pay, the teacher will only be credited with the number of months worked for that year.
Example C: Teacher C has 8.0 years of total credited service and is placed on step 9 the next year. S/he works 0.7 parts of the year and then takes a leave of absence. S/he will have 8.7 years of total credited service at the end of the year. The following year the 8.7 years will round up to 9.0 years and s/he will be placed on step 10 the following year.

Example D: Teacher D has 8.4 years of total credited service which rounds up to 9.0 and s/he is placed on step 10 the next year. S/he works 0.7 parts of the year and then takes a leave of absence. S/he will have 9.1 years of total credited service at the end of the year. The following year the 9.1 years will round up to 10.0 years and s/he will be placed on step 11 the following year.

Example E: Teacher E has 8.4 years of total credited service which rounds up to 9.0 and s/he is placed on step 10 the next year. S/he works 0.5 parts of the year and then takes a leave of absence. S/he will have 8.9 years of total credited service at the end of the year. The following year the 8.9 years will round up to 9.0 years and s/he will be placed on step 10 the following year.
4. A part-time teacher will be credited 1.0 years of service for each school year.
Example F: Teacher F has 5.0 years of total credited service and is placed on step 6. Since s/he is on part-time 0.6 FTE line, s/he will receive 0.6 of a full-time teacher's wage. This will be counted as 6.0 years of total credited service. S/he will be placed on step 7 for all of the following year.

Longevity Table Movement Guidelines:

1. Longevity table movements are exactly like the above salary table movements except longevity measures only Homer credited years of service.

APPENDIX B - COACHING SALARY TABLE

Position	% of Base	12-13 Salary
Varsity Head		
Baseball	10	6,403
Basketball	13	8,324
Cross Country	10	6,403
Field Hockey	10	6,403
Football	13	8,324
Golf	8	5,123
Ice Hockey	13	8,324
Indoor Track	13	8,324
Lacrosse	10	6,403
Soccer	10	6,403
Softball	10	6,403
Tennis	8	5,123
Track	10	6,403
Volleyball	13	8,324
Wrestling	13	8,324
Varsity - Assistant		
Football	8	5,123
Cross Country	6	3,842
Lacrosse	6	3,842
Track	6	3,842
Junior Varsity - Head		
Baseball	6	3,842
Basketball	8	5,123
Field Hockey	6	3,842
Football	8	5,123
Lacrosse	6	3,842
Soccer	6	3,842
Softball	6	3,842
Volleyball	8	5,123
Wrestling	8	5,123
Junior Varsity - Assistant		
Football	7	4,482
Lacrosse	6	3,842
Junior High - Head		
Baseball	5	3,202
Basketball	5	3,202
Cross Country	5	3,202
Field Hockey	5	3,202
Football	6	3,842
Lacrosse	5	3,202
Soccer	5	3,202
Softball	5	3,202
Track	5	3,202
Volleyball	5	3,202
Wrestling	5	3,202
Junior High - Assistant		
Football	4	2,561
Lacrosse	4	2,561
Cheerleading		
Basketball	6	3,842
Football	5	3,202
Wrestling	5	3,202

APPENDIX C - EXTRACURRICULAR SALARY TABLE

Position	% of Base	12-13 Salary
Marching Band		
Director	10	6,403
Asst Dir	6	3,842
Visual Ensemble Captain	6	3,842
Percussion Captain Head	5	3,202
Drill Choreographer	3	1,921
Pit Percussion Instructor	1	640
Field Percussion Asst	1	640
Field Visual Ensem Asst (2)	1	640
Field Wind Asst (3)	1	640
Indoor Color Guard		
Director	4	2,561
Sr Director	3	1,921
Asst Dir	1.5	960
Guard Asst (2)	1.25	800
Music		
Jazz Band	5	3,202
Soul Singers	5	3,202
Blue Notes	4	2,561
Drama		
Fall Director	5	3,202
Spring Director	5	3,202
Fall Stagecraft	3.3	2,113
Spring Stagecraft	3.3	2,113
Musical Stagecraft	3.3	2,113
Musical Director	4	2,561
Musical Tech Dir	3	1,921
Musical Pit Band Dir	3	1,921
Musical Publicity	1.5	960
Musical Reservations	1.5	960
8th Gr Play Musical Dir	5	3,202
8th Gr Play Spring Dir	4	2,561
8th Grade Asst Dir	2	1,281
8th Grade Tech Dir	2	1,281
8th Gr Costume Dir	1	640
6th Grade Play Dir	4	2,561
6th Grade Tech	2	1,281
6th Grade Asst Dir	2	1,281
6th Grade Set Dir	2	1,281
Hartnett Play Director	4	2,561
Hartnett Asst. Play Dir	2	1,281
Hartnett Tech Play Dir	2	1,281
Literary		
Yearbook	10	6,403
Sch Newspaper - Sr. High	7	4,482
Literary Magazine	4	2,561

Position	% of Base	12-13 Salary
Advisors		0
F.F.A.	10	6,403
Senior Class	8	5,123
Junior Class	5	3,202
Sophomore Class	4	2,561
Freshman Class	3	1,921
SH - Student Council	3	1,921
Honor Society	2	1,281
JH - Student Council	3	1,921
JH - Book Store Club	3	1,921
IS - Book Store Club	3	1,921
IS - Student Council	3	1,921
International Club	4	2,561
S.A.D.D.	3.5	2,241
Horizon Coordinator	1	640
Mentor Program		
Mentor Coordinator	2	1,281
Mentor	1	640

**Memorandum of Agreement
Between the
Homer Central School District
And the
Homer Teachers Association**

The parties agree to conduct negotiations for the purpose of compliance with the New York State Education Department's new APPR regulations specified in §3012-c of the Laws of New York (Education) and §100.2(o) of the Regulations of the Commissioner of Education. Said negotiations shall take place when the necessary Commissioner's Regulations and studies by the Regents Task Force on Teacher and Principal Effectiveness have been completed. Said negotiations shall be conducted in accordance with and subject to the parties' rights and obligations under Article 14 of the Civil Service Law.

By the signatures below, the parties hereby agree to the above.

For the District

For the Association

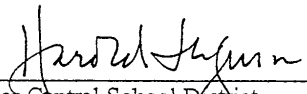
Date

Date

MEMORANDUM OF UNDERSTANDING
JOB SHARING

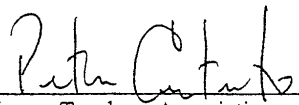
The option to job share will be available to all bargaining unit members according to the following conditions:

1. Job sharing by bargaining unit members shall be voluntary.
2. No job-sharing partner may work less than 40% of the available time.
3. Seniority is accrued according to normal seniority guidelines.
4. Salary and benefits shall be prorated accordingly.
5. It is understood that job sharing participants will comply with normal teaching duties, such as: Parent/Teacher Conferences, Meetings, In-Service...etc.
6. It is also understood that job sharing partners and the appropriate building principal will schedule sufficient "overlap" time. Such "overlap" time is not compensable.
7. All requests for job sharing will be made in writing through the appropriate building principal who will schedule a meeting with the potential job sharers prior to reaching a decision.
8. Only requests for job sharing, which are recommended by the appropriate building principal, shall be forwarded to the Superintendent for his consideration. The decision of the Superintendent is final and binding.
9. Under exceptional circumstances, a bargaining unit member may appeal to the Superintendent of Schools to terminate the job sharing agreement. The decision of the Superintendent is final and binding.



For the Homer Central School District
Harold Ferguson, Superintendent

Date: 1/9/02



For the Homer Teachers Association
Peter Contento, President

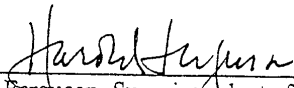
Date: 1/9/02

**MEMORANDUM OF AGREEMENT
ACADEMIC INTERVENTION SERVICES**

The parties agree to each of the provisions listed below for the administration of Academic Intervention Services (AIS).

1. Unit members employed to provide AIS to students outside the contracted work day will be compensated at the rate agreed to in Article 4 Section 6.10.1 of the collective bargaining agreement.
2. AIS instruction programs administered outside the contracted work day that are initiated by a unit member must be authorized by the building principal. The unit member who initiated these AIS programs shall have right of first denial to fill said position.
3. District initiated AIS programs administered outside the contracted work day shall be filled by the current unit member working with the student(s), absent that, in accordance with Article 11 Section 5 of the collective bargaining agreement.
4. AIS instruction and the number of students assigned to "extra help" time (Article 7.1.2.5) during the contracted work day shall occur in collaboration between the unit member and District personnel.
5. Unit members willing to exchange an assigned duty to provide AIS during the contracted work day shall agree to the scope of AIS instruction and the number of students serviced in collaboration with District personnel.
6. Unit members will keep accurate records of AIS provided on the District generated AIS form.
7. The parties agree to review this memorandum annually to assure that the needs of the students and teachers are being met.


For The Homer Central School District:



Harold Ferguson, Superintendent of Schools

Date: 1/9/02

For The Homer Teachers Association:



Peter Contento, President

Date: 1/9/02