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

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Delhi Central School District And  
Delaware Academy Faculty Assn

**CENTRAL SCHOOL**

**Delhi, New York**



**AGREEMENT**

**between**

**DELAWARE ACADEMY**

**SUPERINTENDENT**

**and**

**DELAWARE ACADEMY  
FACULTY ASSOCIATION**



**1995-1998**

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## ARTICLE I—PREAMBLE

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

### WITNESSETH

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

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

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

Whereas the Association recognizes that all matters pertaining to the policies that effect the management and operation of the

school system, including its educational and fiscal affairs, are the basic responsibility of the Board pursuant to the Education Laws of New York State, and

Whereas the parties have reached certain understandings which they desire to confirm in this agreement.

It is hereby agreed as follows:

## ARTICLE II—RECOGNITION

### A. Nature and Terms

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

## ARTICLE III—DEFINITIONS

**A. Administration**—The superintendent, building principals and assistant principals are not in the negotiating unit represented by the Association.

**Association**—Delaware Academy Faculty Association.

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

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

**Teacher**—All professional employees of the school district in the employer-employee negotiation unit represented by the Association, except where otherwise specifically provided.

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

#### ARTICLE IV—NEGOTIATING PROCEDURES

a. Not before December 1, but prior to February 1 of the year the agreement is terminated and upon request of either party, both parties will enter into negotiation leading to a successor agreement.

b. The Association shall submit in writing to the superintendent its complete package of proposals at the first meeting which shall be held on or before February 1. The superintendent shall submit his counter proposals in writing to the Association before the second meeting. These requirements may be waived by agreement of both parties.

c. When consensus is reached on a successor agreement, it shall be reduced to writing as a collective negotiated agreement between the parties and submitted to the Association and Board for ratification and/or necessary action.

d. The Association and the School District agree that definite dates for meeting will be

established and that all meetings shall be approximately three (3) hours duration. Meeting hours may be shortened or lengthened by agreement of both parties.

e. The Association and the School District agree that negotiations shall take place at a site convenient and mutually agreeable to both parties.

#### **ARTICLE V—TEACHER— ADMINISTRATION—BOARD LIAISON**

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

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

#### **ARTICLE VI—TEACHER ASSIGNMENTS AND WORK LOAD**

a. The administration shall assign all newly hired personnel to a position which shall be in the tenure area for which the teacher has been hired by the Board. Notice

of assignments to all returning personnel shall be available June 30, if the budget has been passed prior to July 1, if the District is not recruiting for positions in which resignations have been received after May 1 and if contract negotiations have been concluded for the following year. It is recognized that this section does not supersede Article VI d. DAFA recognizes that resignations after July 1 can present problems for the District. It is recommended that DAFA members not sign salary agreements if they are contemplating leaving the District's employ.

b. Teachers desiring a change of assignment shall file a written statement of such desire with the superintendent or his representative. Whenever a teacher opening occurs, current staff, if interested and certified shall be given an interview for the opening.

c. Only those unencumbered full-time positions created by death, retirement, discharge, resignation or the creation of a new probationary position shall be considered vacancies under this provision. Encumbered positions created by employees on leave of absence shall not be considered vacancies.

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

The Superintendent or his/her designee shall make notification for vacancies that occur at the District's school board meetings September through June of any given school year. The Association President shall sign and date a form that he/she has been notified. Information regarding vacancies that occur at the July and August school board



meetings shall be available in the District Office beginning on the working day following these meetings to the Association President or his/her designee.

d. It is recognized that some involuntary transfers of teachers from one area to another or reassignment within a tenure area may be unavoidable, but should be held to a minimum. When notification of an involuntary transfer or reassignment is being considered, a meeting between the teacher involved, and the building administrator will be held. Notice of any such transfer shall be given to teachers as soon as possible.

e. Teachers will be in their classrooms or at their assigned areas when students arrive in the morning, and throughout the day whenever students are assigned to them.

f. All teachers shall have a thirty (30) minute duty-free period during the middle portion of the day.

g. It is recognized that the limitation of teacher load may produce more effective learning and teaching.

h. It is recommended that the teacher load for a class should not exceed twenty-five (25) in the elementary and junior-senior high school for the purpose of working towards a learning program that requires a great deal of individualization of instruction, and group activities.

i. In special situations such as Industrial Arts, Art, Music, Home Economics, and Science Laboratories, the recommendations of the teacher as to the maximum teaching load will be considered so that safe and proper utilization of available equipment may be arranged.

j. Teaching Load—The regulations of the Commissioner of Education, Section 100.2

Part e. state that "The number of daily periods of classroom instruction for a secondary school teacher should not exceed five. A school requiring of any teachers more than six teaching periods in a day or a daily teaching load of more, than one hundred and fifty pupils should be able to justify the deviation from this policy."

k. Every teacher in the Junior-Senior High will have one (1) free period per day. Elementary teachers shall have free time when special teachers are present, as per present policy. K-6 classroom teachers will receive an additional 60 minutes a week for preparation time.

l. Every effort will be made to distribute equitably all nonteaching duties during the school day.

m. Teachers with six (6) different preparations per day will have the remainder of the school day free.

n. No teacher shall be required to substitute for another during his unassigned period. If an emergency occurs, a teacher may be asked to substitute; however, he reserves the right to refuse such assignment and will state the reason for refusal to the building principal if asked. Such refusal and the reason given shall not be subject to reprisal. If the absence is known prior to the school day, every effort will be made by administration to find a substitute. A teacher shall not be responsible for obtaining a substitute.

o. Teachers shall be informed of a telephone number which they may call to report their unavailability to work. Every effort should be made to report unavailability by 7:00 a.m.

p. The administration and teachers agree that most effective type of parent-teacher conference is one that is prearranged by teachers and parents. The administration will be informed of the outcome or recommendations of said conferences, if they so desire. No teacher will be expected to forfeit his/her lunch period or preparation periods for planned conferences if they do not so desire.

q. School calendar shall be devised cooperatively between the Teachers Association and the superintendent. Cooperatively shall mean that advance suggestions will be sought from the Association before a tentative calendar is prepared. Before a tentative calendar goes to the School Board in final form, it shall be given to the Teachers Association for reaction and discussion. The Board of Education will then adopt a calendar for the following year and provide a copy to the faculty prior to June 1, if possible.

r. If a teacher is assigned to more than one building in the course of a school day, he or she will be renumerated at the IRS standard mileage rate for the use of his or her own car. This reimbursement will be for mileage from the first location one way to the second destination, unless the teacher is returning to the original site for another assignment prior to the dismissal of school. Round trip mileage may be paid for special after school assignments with the prior approval of the building administrator.

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

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

s. Teachers are required to be on duty between the hours of 8:10 a.m. and 3:15 p.m.

t. Teachers are expected to keep on file in their room, the plans for lessons they have covered on a day to day basis.

u. The teacher school year shall be 187 days - 184 class days including 4 emergency days plus 3 Superintendent Days (one will be scheduled at the end of a quarter or on a mutually agreeable day for independent teacher work time).

#### **ARTICLE VII—TEACHER EVALUATION**

a. All observation of work and performance of teachers is, and will continue to be, conducted openly with the full knowledge of the teacher. Observation and evaluation of teachers shall be continuous and ongoing. This means teachers are open to both evaluations and classroom observations any time during their work related performance by administration. A classroom observation constitutes a written report of a teaching lesson during a class or subject period. An evaluation may be a classroom observation but also may be any other written report of a teacher's performance that is to become a part of the teacher's personnel record.

b. The supervisory personnel responsible for the evaluation of teachers shall acknowledge the right of the teacher to:

1. Know how well he/she is performing the duties and responsibilities of his/her position.

2. Know the areas in which improvement is needed. It is recommended that teachers who want to improve their performance and/or evaluations ask for an additional

classroom observation utilizing the prepost conference valuation format.

3. Have a candid appraisal of his/her work.

4. Discuss his/her evaluation reports with the supervisor.

5. Seek and receive supervisory assistance when needed.

c. 1. A written report will be made of each classroom observation or evaluation that is to form a part of the teacher's personnel record. A copy of every such report shall be furnished to the teacher involved twenty school days after such observation or evaluation and within five school days after the delivery of a copy of such report to the teacher, a conference will be held between the evaluator and the teacher to discuss such report, unless such conference is mutually dispensed with. No such report shall be placed in the teacher's file, or otherwise distributed or acted upon without such prior conference unless both the evaluator and the teacher involved indicate in writing that such conference has been dispensed with. The written report of the observation and evaluation is to be signed by the evaluator when delivered to the teacher, and signed by the teacher immediately upon receipt and solely to signify that the teacher has read and received the written report. If a teacher disagrees with an evaluation, a written answer must be filed within ten (10) days after it was signed. This answer shall be reviewed by the Superintendent and attached to the file copy.

2. Every probationary teacher will receive two written evaluations per year, one on or before December 15 and the other on or be-

fore May 1, the exception being that third year probationary teachers will have their second evaluation on or before March 15. These written evaluations to be forwarded to the District Personnel File by the building principal and will include VII b. 1, 2 and 3. If a teacher disagrees with the evaluation, a written answer must be filed within ten (10) days after the teacher signed the evaluation to signify having read it.

d. Teachers will have the right upon request to review the contents of their personnel files and to make copies of the documents therein. A teacher will be entitled to have a representative of the Association accompany him/her during such a review. Any material pertaining to a teacher's conduct, service, character or personality will not become a permanent part of his/her personnel file until the teacher has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material. If a teacher disagrees with the material, a written answer must be filed within ten (10) days after the teacher signed the material. This answer shall be reviewed by the superintendent and attached to the file copy.

e. (1) In compliance with Education Law 3013, a teacher's probationary period of employment for determining tenure will be three (3) years.

e. (2) Chapter 140 of the laws of 1975, amends the tenure provision (3013) of the Education Law by providing that a teacher

who has obtained tenure in a New York State school district must serve only a two (2) year probationary period in another school district provided that the teacher was not dismissed under Education Law section 3020.a. by the district where he obtained tenure. The teacher must notify the District Office and furnish a copy of the appointment to tenure within first three (3) months after first day of employment.

f. No teacher will be removed, disciplined, reprimanded, or reduced in rank in violation of Educational Law or Constitution of the State of New York or United States.

g. Probationary teachers not to be recommended for appointment on tenure shall be given 60 days notice preceding the expiration of the probationary period. Procedure shall follow paragraph 3031 of Educational Law, Chapter-866, which states—"Notwithstanding any other provision of this chapter and except in cities having a population of one million or more, boards of education and boards of cooperative educational services shall review all recommendations not to appoint a person on tenure, and, teachers employed on probation by any school district or by any board of cooperative educational services, as to whom a recommendation is to be made that appointment on tenure not be granted or that their services be discontinued shall at least thirty (30) days prior to the board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the board meeting at which it is to be considered. Such teacher may, not later than twenty-one (21) days prior to such meeting, request in writing that he/she be furnished with a written statement giving the reasons

for such recommendation and within seven (7) days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the district clerk and not later than seven (7) days prior to the date of the board meeting.

This section shall not be construed as modifying existing law with respect to the rights of probationary teachers or the powers and duties of boards of education or board of cooperative educational services, with respect to the discontinuance of services of teachers or appointments on tenure of teachers."

#### ARTICLE VIII—LEAVES OF ABSENCE

##### A. Sick Leave

1. Each employee is credited with twelve (12) days sick leave at the beginning of each school year. With continuous service, unused sick leave will be allowed to accumulate to 200 days. Absence on sick leave results in no loss of pay. Sick leave is granted for personal illness or illness in the "immediate family" as defined in this agreement.

2. A teacher may be allowed to use his "sick leave" for serious illness in the "immediate family" (spouse, children, father, mother, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law) for the purpose of being with a seriously ill person. The building principal may at his discretion expand the definition of the term "immediate family."

3. There will be no debit against sick leave because of absence due to an injury covered under the Workmen's Compensation Law, except what is required.



4. The number of accumulated sick leave days through June 30 of previous year, will be given with the first paycheck in September.

5. Beginning July 1, 1976, each regular full-time teacher can voluntarily contribute one sick day to a sick leave bank. A teacher will qualify for sick leave bank days only after they have missed 20 consecutive days in one year, and if they have used all of their sick leave, and if they have donated to the Bank. The decision on the request will be made by teacher's building principal, the superintendent, and a teacher representative selected by the Association. It is recognized that a teacher missing more than the allowed number of sick leave days in consecutive years could have a health problem that might jeopardize their job. In other words, the purpose of this article is to deal with loss of income circumstances and is not meant to indicate that it is an acceptable condition of continued employment to miss more than the allowed number of sick days a year.

#### **B. Personal Leave**

1. Each teacher will be allowed four (4) personal business days with full pay during each school year. Unused personal business days will be added to accumulated sick leave. A teacher planning to use a personal leave day or days, shall notify his/her building principal at least one day in advance except in cases of emergency. The following reasons are not sufficient to warrant a personal day: vacation, shopping, athletic or recreational activities, day preceding or day following a vacation, convention or trip not applicable to school business (See VIII D.1.)

### **C. Funeral Leave**

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

### **D. Other Leaves Of Absence**

1. Upon application in writing and approval of the building principal, and with the permission of the superintendent, teachers may attend conferences or make educational trips. They will suffer no loss of regular salary and will be reimbursed for authorized expenses of the conferences.

2. If negotiation meetings or grievance proceedings between the Board and/or superintendent and the Association are deemed necessary to be scheduled during the school day, the representatives of the Association will be relieved from regular duties necessary to permit their participation in such meetings on school grounds. Such relief from duty shall not involve any loss of pay. Any teacher whose appearance as a witness is necessary will be accorded the same right. Both parties agree arrangements should be made to avoid all conflict with the school day.

3. Association delegates or representatives will be granted leave with pay to attend annual NEA/NY and NEA Conventions, and the Annual Retirement Conference. Leave for these purposes will be in addition to personal business days mentioned in the Agreement.

4. Teachers shall receive their regular pay while serving on a jury.

5. The Association president shall be granted up to three (3) additional days to attend to business of the Association. Cost of a substitute, if required, shall be paid by the Association.

#### **E. Extended Leaves of Absence**

1. The Board may grant a leave of absence for up to one (1) year to employees. Such leave shall be without pay and shall preserve the employee's status regarding tenure, and accumulated leave. Such leave may be extended under special circumstances on recommendation of the superintendent. Teachers on a year's leave of absence should inform the district whether or not they are returning by November 1 on a leave that expires at the end of first semester, or April 1 on a leave that expires June 30, or face loss of right to return if they do not respond to a certified or registered letter within 15 days. An employee's new salary will be determined by adding the contractual increase to a prorated salary if the employee did not complete a full school year while on leave.

2. The district may grant a child rearing leave for up to two (2) years upon application by a parent. A teacher desiring such leave must notify the district within two (2) weeks after the birth of the child or within two (2) weeks of the placement of an adoptive child into the home.

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

The request for leave will include the date the teacher would like to return to work. The final decision rests with the chief school officer.

#### **ARTICLE IX—SAVINGS CLAUSE**

If any provision of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such a provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

#### **ARTICLE X—SECTION 204a TAYLOR LAW AGREEMENT BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATION**

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

#### **ARTICLE XI—INSURANCE PROTECTION**

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

1. The Delaware Academy and Central School District will pay 90% of the individual's cost of health insurance and 90% of the family coverage cost of health insurance under the New York State Government Employees' Health Insurance Program; teachers who wish to select GHI or HIP options shall pay the difference in premiums.

2. The District may select the Health Insurance plan so long as no benefit under the present plan is diminished.

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

#### **B. Annuities**

The District will make provisions for deductions from the payroll so that each teacher, upon written authorization to the school district may participate in the tax-sheltered annuities program or credit union if he so desires.

#### **C. Loan Payments**

1. The District will make provisions so that each teacher, when applying for a loan from the NYS Teachers' Retirement System may request to repay the loan through payroll deduction.

#### **D. Cafeteria Plan (IRS-125)**

The District shall make available an IRS-125 (POP) plan in school year 1995-96 at no cost to the teacher, and in 1996-97 the District shall make available an IRS-125 Cafeteria Plan at no cost to the teacher.

## **ARTICLE XII—ACADEMIC AND INDIVIDUAL FREEDOM**

**A.** The parties seek to educate young people in the democratic tradition. It is recognized that these values can be best transmitted in an atmosphere which provides for free inquiry and learning, and in which academic freedom for teacher and student is encouraged. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigations, and interpretations of facts and ideas, subject only to accepted standards of professional ethics and educational responsibility within New York State K-12 public schools. This does not preclude the right and obligation of administration to question, consult, and advise whenever administration feels it is necessary.

**B.** The private and personal life of a teacher is not within the appropriate concern or attention of the Board of Education and administration except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.

## **ARTICLE XIII—TEACHER EMPLOYMENT**

### **A. Prior Experience Credit**

For prior service in excess of six (6) years, any salary adjustment may be granted at the discretion of the superintendent. The School District will not pay in excess of experience unless the Association agrees.

### **B. Hiring Principals**

It is hoped that the Board of Education will consult with the Association when hiring a superintendent.

## ARTICLE XIV—PUPIL BEHAVIOR

a. Each teacher is required to maintain appropriate pupil behavior at all times so that the objectives of training for self-discipline and individual responsibility may be realized and a favorable climate for learning may exist. To this end, the teacher knows the value of careful planning, good organization, and thorough preparation for teaching the lesson.

b. When a pupil exhibits any marked deviation from good behavior, the teacher uses the techniques most appropriate to the occasion to correct and instruct the pupil in the proper mode of conduct. Recognizing that deviate behavior is sometimes a symptom of serious maladjustment, he seeks the cause of the difficulty. When, in spite of the teacher's best efforts at correction a pupil continues to misbehave, the teacher shall discuss the case with the building principal for his advice and assistance. If the case is serious enough to warrant further investigation by the building principal, the teacher should submit a written report on the pupil's behavior and the action he has taken. Correspondingly the administrator should submit a written report to the teacher or hold a conference with the teacher outlining the action he has taken.

c. Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence and deliberate insubordination. Such cases are referred immediately to the principal for appropriate action with a verbal or written explanation

from the teacher as to the nature of the violation. Final decisions rest with the principal after consultation with the student, parents, teachers, and administration.

#### **ARTICLE XV—TEACHER PROTECTION**

Section 3023 reads as follows:

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



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

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

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

b. Any dispute concerning a student, parent and teacher involving a questionable previous decision or action taken by the teacher shall be discussed privately between the teacher and the administrator. Prior to the administrator taking any formal disciplinary action, which means insertion of a letter in a teacher's folder describing the discipline, a conference will be held informing the teacher of the action to be taken. The teacher will have Association right of representation at this conference.

c. No action shall be taken upon any complaint by a parent or a student directed towards a teacher, nor shall any notice thereof

be included in said teacher's personnel file, until written and signed by the teacher. Such signature is solely to signify that the teacher has read the written report. If a teacher disagrees with the material, a written answer must be filed within ten (10) days after the teacher has signed the material. The answer shall be reviewed by the superintendent and attached to the file copy.

#### **ARTICLE XVI—POSITIONS IN SUMMER AND EVENING SCHOOL**

a. The Superintendent agrees to give preference to the Delaware Academy and Central School teaching staff for employment in summer school and evening school, in their areas of certification and present employment.

b. All teachers interested in teaching in summer school shall apply in writing for positions no later than March 1. All teachers interested in teaching evening school shall apply in writing for positions no later than September 15.

c. All summer school teachers will be paid at the rate of \$20.80 per hour in 1995-96; \$21.65 per hour in 1996-97 and \$22.55 per hour in 1997-98.

#### **ARTICLE XVII—SENIORITY**

a. To paraphrase Educational Law, a position no longer necessary to a school system may be abolished by a Board of Education. If a position is abolished, the teacher with the least service within the tenure area of that position must be the person dismissed. The teacher's name then must be placed on a

preferred eligible list and is entitled to reinstatement whenever within seven years a vacancy in a similar position occurs.

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

#### ARTICLE XVIII—ASSOCIATION RIGHTS

a. The third (3rd) Thursday of each month will be reserved for an Association meeting. The meeting may be held in the school building without cost to the Association.

b. The Association will be provided with a copy of the Board's personnel policy.

c. Copies of this agreement will be prepared at District expense and distributed by the superintendent. One (1) copy shall be kept in the school safe. The District will give the Association fifty (50) extra copies.

d. This agreement constitutes superintendent and Association policy for the term of said agreement and the superintendent and Association will carry out the commitments contained herein and give them full force and effect. If a term or condition of employment is changed, the impact of the change must be negotiated.

e. A performance contract with an outside agency affecting the bargaining unit may not be entered into without the approval of the bargaining agent.

f. A copy of all minutes of public meetings of the School Board will be sent to the President of the Association as soon as they are sent to the Board members.

## ARTICLE XIX--SABBATICAL LEAVE

a. Policy. Sabbatical leaves for professional development may be made available to members of the academic staff who meet the requirements set forth in the sabbatical leave policy. The objective of such leave is to increase each person's value to the system and thereby improve and enrich its program. Such leave shall be regarded as a reward for service not as a vacation or rest period occurring automatically at stated intervals. It is recognized that a sabbatical leave of absence with pay is a fringe benefit for services previously rendered.

b. Purpose. Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing or other professional experience.

c. Eligibility. Members of the academic staff having continuing appointments, who have completed at least seven consecutive years of service within the system or who, if they previously have had a sabbatical leave, have completed at least six consecutive years of service within the system from the date of return from their last sabbatical leave, shall be eligible for sabbatical leave. In computing consecutive years of service for the purpose of this section, periods of vacation leave and periods of sick leave of absences other than vacation leave and sick leave with salary, and periods of part time service, shall not be included, but shall not be deemed an interruption of otherwise consecutive service. Members of the academic staff, who are conscripted or who enlist in the Armed Forces will have the time spent in active duty included toward the consecutive years of service.

d. Not more than three percent (3%) of the total number of academic staff shall be on sabbatical leave in any school year.

e. If a sabbatical leave is awarded, the teacher on sabbatical will receive one half ( $1/2$ ) of their per day contract salary for every paid contract day they are on sabbatical leave. Sabbatical leaves may only be granted for one half ( $1/2$ ) a school year or a full school year. Those on sabbatical leave may, with the prior approval of the superintendent and Board of Education, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purposes of their leaves. In such cases, the superintendent may adjust the sabbatical leave salaries to reflect such income, either prior to or during the periods of such leave.

f. Application. Applications for sabbatical leaves shall be submitted to the chief administrative officer of the school concerned as far in advance as possible of the requested effective date, of the leave, but in no event later than March 1 if the applicant plans to leave in September, or by October 1 if the applicant plans to leave in January. Such requirements can be waived by the superintendent and the Board of Education. Each application shall include a statement outlining the program to be followed while on leave and shall indicate any prospective supplementary income. A report is to be submitted on the first day of the month following the applicant's return to service.

g. Approval. Application for sabbatical leave will be granted upon recommendation by the superintendent and approval by the Board of Education. All sabbatical leave applications will be judged on merit of the plan

submitted and the merit of the previous service rendered by the applicant.

h. Substitutes. Persons on sabbatical leave shall not be required or permitted to contribute toward the salary of substitutes during their absence.

i. Status while on sabbatical leave. The individual on a sabbatical leave is considered to be in the employ of the Board of Education and shall have a salary agreement. The individual on a sabbatical leave is entitled to any benefits provided by the Board of Education.

j. On return from sabbatical leave the individual is to be restored to his or her former position. Any individual on a sabbatical leave is allowed credit toward retirement for time spent on sabbatical leave.

k. A teacher receiving a sabbatical must return for two (2) years or repay the District its cost of the sabbatical.

## **ARTICLE XX—GRIEVANCE PROCEDURE**

### **A. Purpose**

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

### **B. Definitions**

1. "Grievances" as used in this agreement is limited to an alleged violation of the terms and conditions of employment within the provisions of this agreement.

2. "Days" shall mean days on which school is in session.

3. "Principal" shall mean Building Principal.

4. "Association"—Delaware Academy and Central School Faculty Association.

5. "Aggrieved Party"—any teacher, group of teachers, or Association representative employed by the District filing a grievance. Grievant cannot change after grievance is filed.

6. "Party in interest"—any teacher or group of teachers named in the grievance who is not the aggrieved party.

7. "Representation"—any representative of the aggrieved party must be approved by the Association.

### C. Grievance Procedure

#### Level I—Informal Meeting

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

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

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

Within five (5) days after the informal discussion if the aggrieved person would like a written response, the aggrieved person must submit the grievance in writing to the person's principal. If the aggrieved party files a grievance, the grievance must specifically state exactly which Article, section & sentence of the contract has been violated and state in a detailed manner exactly how the

contract was violated. Three days after the receipt of the grievance the aggrieved party will meet with the building principal(s) at Level 1. Ten (10) days after the written presentation of the grievance to the principal, he shall make his decision and communicate the decision and reasons therefor in writing to the employee presenting the grievance, to the Association, and to the superintendent.

#### **Level 2—Superintendent's Review**

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

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

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



### **Level 3—Board of Education**

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

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

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

### **Level 4—Arbitration (Binding)**

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

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

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

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

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

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

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

#### **ARTICLE XXI—SALARY SCHEDULE**

1.a. 1995-96 salary - 4.2% times 1994-95 salary; 1996-97 salary - 4.2% times 1995-96 salary; 1997-98 salary - 4.2% times 1996-97 salary.

1.b. All credit hours will have a value of \$30 per credit hour in blocks of six (6). All new credit hours will be paid \$30 per hour in blocks of six (6).

c. Pay dates will be every other Thursday.

d. Deductions will be the same from every pay check.

e. Teachers may choose to be paid on a 10 or 12 month basis.

f. Teachers presently employed in the District are asked to choose to be paid on either a ten (10) or twelve (12) month basis before June 30.

g. Effective July 1, 1983, any teacher who has reached age 57 on or before June 30 of the previous year, will be eligible for an additional seven and one half (7<sup>1</sup>/<sub>2</sub>) per cent salary increase based on the previous year's salary, longevity, and XXI 2.

Example: A teacher earns \$24,000 with both permanent certification and a Master's Degree in 1982-83 and has both reached age 57 on or before June 30, 1983. This teacher will receive the salary increase for 1983-84 in Article XXI 1.a. and Article XXI 4. which amounts to a salary of \$25,890 for 1983-84. In addition this teacher will receive seven and one half (7<sup>1</sup>/<sub>2</sub>) per cent of the 1982-83 salary of \$24,000 which is \$1,800. Total salary for this teacher in 1983-84 would be \$25,890 plus \$1,800 which equals \$27,690. If this teacher continued to teach in 1984-85, the salary increase in XXI 1.b. and XXI 4. would be calculated on \$25,890 and then the \$1,800 would be added in.

1.h. A teacher with six (6) years or more of service to the District as of June 30 of any school year will receive an additional \$150

longevity stipend for the following school year. A teacher with twelve (12) years or more of service to the District as of June 30th of any school year will receive an additional \$600 longevity stipend for the following school year. Example: Years of service means years working at Delaware Academy and has nothing to do with salary schedules, years of service in the retirement system or credit the district has given for years of experience before working at Delaware Academy. An employee working at another district for twelve (12) years and Delaware Academy for five (5) years is ineligible.

2. It is agreed that teachers may be held on step or at their present salary for unsatisfactory or nonimprovement of performance. This procedure shall be subject to Article VII Teacher Evaluation. Teachers will receive a one year warning of such an action. This article shall not apply to non-tenured teachers.

3. Any teacher not having permanent certification after five (5) years and who has not made a sincere effort at obtaining permanent certification may be frozen at their present salary or on step.

4. A teacher holding a permanent certificate shall be paid an additional \$550. A teacher holding a Master's Degree shall be paid an additional \$550.

a. Teachers are asked to file a tentative listing of planned summer courses with the Superintendent by May 15 for budgeting purposes.

b. Teachers taking courses for college credit during the school year must obtain approval of said courses from the Superintendent prior to enrollment.

c. Transcripts or proof of permanent certification given to the Superintendent on or before September 10 and December 10 will result in salary agreement adjustments for the remainder of the school year. Transcripts or proof of permanent certification received between December 11 and June 10 will result in a lump sum payment in June for work completed through or prior to the first semester.

d. It is the responsibility of each teacher who becomes eligible for increments through additional work to notify the Superintendent of such work and to supply an official transcript from the institution attended.

e. Any authorized summer inservice, summer planning or summer curriculum work shall carry a compensation rate of \$100 per day. Payment shall be made within two weeks of submitted claim form.

5. Teachers without a Bachelor's Degree who are certified in their field of service will receive \$100 for each fifteen (15) hours of credit, subject to the above regulations.

6. Credit for inservice training will be granted as follows:

a. One (1) hour of credit will be granted for each ten (10) hours of inservice class work.

b. A maximum of four (4) credit hours of inservice credit will be accepted for each block of twelve (12) credit hours.

b.1. In Service credits shall be paid in blocks of 3 at the graduate credit rate or \$30.00 per credit hour.

c. Prior approval must be obtained from the superintendent prior to enrollment in inservice programs.

d. Teachers completing inservice courses are responsible for providing the super-

intendent with a statement from the instructor or the organization sponsoring the inservice program of satisfactory completion of the course.

7. Any members of the bargaining unit having an eleven (11) month position (currently Guidance and Agriculture) will receive an additional 10% of their present salary step.

8. Guidance personnel should be paid at the teacher's scale plus 10% of their present salary step for any extra month and a guidance differential of—

First year	\$200
Second year	\$300
Third year	\$400
Fourth year	\$500

#### 9. Dues Deduction

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

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

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

## ARTICLE XXII—COMPENSATION OF EXTRA DUTIES

### Activity Groupings

<b>Activity</b>	<b>Group</b>
Yearbook	1B
Yearbook Asst.	IV
President/Student Ccl.	IV
Stage Band	IV
Colorguard	IV
Musical Director	IV
Marching Band	IV
History Club	V
History Club Asst.	VI
Newspaper	VI
Director Adult Ed.	VI
FHA	V
Vocal Director	IV
S.A.D.D.	IV
Drama Club	VI
Ski Club	VI
Science Club	VI
Computer Club	VI
Creative Writing Club	VI
Art Club	VI
Business Club	VI
Ind. Arts Club	VI
Language Club	VI
Marching Band Asst.	VI
Senior Class Advisor	V
Junior Class Advisor	V

a. It is recommended that qualified personnel be sought to assume chaperoning responsibilities at all athletic events and dances, and that compensation for such be included in the schedule of extra-curricular activities. Should it not be possible to obtain

permanent chaperones as stated, the following methods of selection be used.

1. Faculty members working with grades K-12 will be considered. It is also hoped that both male and female teachers will volunteer to help out.

2. For home games and away games, all chaperoning will be done on a volunteer basis. If not enough teachers volunteer, assignments may have to be made from grades 7-12.

3. Schedules shall be made far enough in advance so that each individual concerned may plan accordingly. Fall assignments shall be made in the previous June if possible.

4. Assignments shall not be made for "activities" occurring during vacations without the consent of the persons involved.

5. Compensation for all chaperoning of athletic events will be at the following rate: \$14.00 per hour in 1995-96; \$14.60 per hour in 1996-97; \$15.20 per hour in 1997-98.

6. Compensation for the chaperoning of dances and other events needing chaperones (as determined by administration) will be at the following rate: \$14.00 per hour in 1995-96; \$14.60 per hour in 1996-97; \$15.20 per hour in 1997-98.

b. Payment will be made following the end of the fall, winter and spring sports seasons.

c. These are yearly appointments. Tenure not granted in any extra-duty area.

d. Coaching salaries contingent upon a minimum of 4 practices and/or contests a week.



<b>Group</b>	<b>Sports Position</b>
<b>IA</b>	<b>Football—Varsity Head Coach (boys)</b>
	<b>Wrestling—Varsity Head Coach (boys)</b>
<b>IB</b>	<b>Basketball—Varsity Head (boys or girls)</b>
	<b>Cross Country—Varsity Head (boys and girls)</b>
	<b>Track—Varsity Head (boys and girls)</b>
	<b>Indoor Track—Varsity Head (boys and girls)</b>
	<b>Volleyball—Varsity Head (girls)</b>
	<b>Football—J.V. or Assistant (boys)</b>
	<b>Athletic Director</b>
<b>II</b>	<b>Baseball—Varsity Head (boys)</b>
	<b>Softball—Varsity Head (girls)</b>
	<b>Volleyball—J.V. (girls)</b>
	<b>Field Hockey—Varsity Head (girls)</b>
	<b>Basketball—J.V. (boys or girls)</b>
	<b>Wrestling—J.V. or Assistant (boys)</b>
	<b>Track Assistant—(boys and girls)</b>
	<b>Soccer—Varsity Head (boys or girls)</b>

- III Tennis—Varsity Head Coach (boys or girls)
  - Baseball—J.V. (boys)
  - Softball—J.V. (girls)
  - Field Hockey—J.V. (girls)
  - Basketball—Both 7 & 8 teams (boys and girls)
  - Volleyball—Both 7 & 8 teams (girls)
  - Track Jr. High—(boys and girls)
  - Cross-Country—Jr. High (boys and girls)
  - Basketball Cheerleading—Varsity & J.V.
  - Soccer—J.V. (boys or girls)
- IV Golf—Varsity (boys and girls)
  - Football—Jr. High (boys)
  - Basketball—Jr. High 7, 8 or 9 (boys and girls)
  - Wrestling—Jr. High (boys)
  - Volleyball—Jr. High (girls)
  - Field Hockey—Jr. High (girls)
  - Basketball Cheerleading—J.V. or Varsity
  - Soccer—Jr. High (boys or girls)
  - Baseball—Jr. High (boys)
  - Softball—Jr. High (girls)
- V Football Cheerleading (girls)
  - Gymnastics Intramurals (girls)
- VI Weight Training
- VII Short Term Intramurals

## YEARS OF COACHING EXPERIENCE

### 1995-1996

Group	Steps 1, 2 (0-1) Yrs.	Steps 3, 10 (2-9) Yrs.	Steps 11 Plus (10 or more yrs.)
1A	\$2440	\$2970	\$3420
1B	2250	2780	3250
II	1670	2440	2680
III	1310	1970	2250
IV	1020	1590	1860
V	770	1220	1480
VI	560	940	1120
VII	190	300	480

### 1996-1997

Group	Steps 1, 2 (0-1) Yrs.	Steps 3, 10 (2-9) Yrs.	Steps 11 Plus (10 or more yrs.)
1A	\$2530	\$3090	\$3560
1B	2340	2890	3380
II	1730	2530	2790
III	1360	2050	2340
IV	1060	1660	1940
V	800	1270	1540
VI	590	970	1170
VII	200	310	500

### 1997-1998

Group	Steps 1, 2 (0-1) Yrs.	Steps 3, 10 (2-9) Yrs.	Steps 11 Plus (10 or more yrs.)
1A	\$2640	\$3210	\$3710
1B	2430	3000	3520
II	1800	2640	2910
III	1420	2130	2430
IV	1100	1720	2020
V	830	1320	1600
VI	610	1010	1220
VII	200	330	520

## **ARTICLE XXIII—DURATION OF AGREEMENT**

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

The provisions of this agreement shall be effective as of July 1, 1995 and shall remain in full force and effect until June 30, 1998. The provisions of this agreement will **remain** in full force and effect until a successor agreement is negotiated between the parties, but for no more than one year beyond the stated expiration date.

**DELAWARE ACADEMY AND CENTRAL  
SCHOOL TEACHERS ASSOCIATION**

**William J. Mokay, President**

**DELAWARE ACADEMY AND CENTRAL  
SCHOOL CHIEF SCHOOL OFFICER**

**Richard J. Zajack, Superintendent**

NYS PUBLIC EMPLOYMENT  
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