



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Alden Central School District and Alden Central Teachers Association, New York State United Teachers, American Federation of Teachers, AFL-CIO (2008)**

Employer Name: **Alden Central School District**

Union: **Alden Central Teachers Association, New York State United Teachers, American Federation of Teachers, AFL-CIO**

Effective Date: **07/01/08**

Expiration Date: **06/30/12**

PERB ID Number: **4455**

Unit Size: **173**

Number of Pages: **63**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

COLLECTIVE BARGAINING AGREEMENT

Between the

ALDEN CENTRAL TEACHERS ASSOCIATION

(NYSUT, AFT, AFL-CIO)

and

**THE SUPERINTENDENT OF SCHOOLS
ALDEN CENTRAL SCHOOL DISTRICT**

July 1, 2008 – June 30, 2012

RECEIVED 11/30/09

173 EMPLOYEES

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>Page</u>
1	PREAMBLE	1
	1.1 Purpose	1
2	RECOGNITION	1
3	GRIEVANCE PROCEDURE	1
	3.0 Grievance Definition	1
	3.1 Miscellaneous	1
	3.2 Time Limits	2
	3.3 Step 1 - Building Principal	3
	3.4 Step 2 - Superintendent of Schools	3
	3.5 Step 3 - Board of Education	3
	3.6 Step 4 - Arbitration	4
4	RIGHTS OF PARTIES	4
	4.0 Just Cause	4
	4.1 Remedies for Tenured Teachers	4
	4.2 Personnel Files	5
	4.3 Contract Implementation Meetings	5
	4.4 Association Attendance at Board Meetings	5
	4.5 Availability of Information	5
	4.6 Availability of Teaching Schedules	5
	4.7 Use of School Facilities	5
	4.8 Association Leave (Short Term)	6
	4.9 Association Leave (Union Functions)	6
	4.10 Association Leave (Long Term)	6
	4.11 Copies of Contracts	6
	4.12 Non-Interruption of Work	6
	4.13 Home Teaching	6
	4.14 Separate Paychecks	7
	4.15 Free Tuition	7
	4.16 Special Education	7
	4.17 Chaperones	7
	4.18 Tax Sheltered Annuities	7
	4.19 Extra Professional Hours	7

5	DUES DEDUCTION	.....	8
6	WORKING CONDITIONS	.....	9
	6.0 Length of Year	.....	9
	6.1 Length of Day – Full Time	.....	10
	6.1.1 Part-Time Teachers	.....	11
	6.2 Twelve-Month Employees	.....	11
	6.3 Lunch Period	.....	12
	6.4 Preparation Time	.....	12
	6.5 Open House	.....	12
	6.6 Emergencies	.....	12
	6.7 Facilities	.....	13
	6.8 Class Size	.....	13
	6.9 Teacher Load	.....	13
	6.10 Cafeteria Monitor	.....	16
	6.11 Study Hall	.....	16
	6.12 Supply Requests	.....	17
7	PROTECTION OF TEACHERS	.....	17
8	TEACHER AIDES	.....	17
9	SENIORITY LIST	.....	18
10	LAYOFFS	.....	18
11	TRANSFERS	.....	18
12	VACANCIES	.....	19
13	SUBCONTRACTING	.....	20
14	DEPARTMENT AND GRADE LEVEL CHAIRPERSONS		20
	14.0 Positions	.....	20
	14.1 Voluntary	.....	21
	14.2 Criteria for Filling Positions	.....	21
	14.3 Duties and Responsibilities – Chairpersons	.....	21
	14.4 Meetings – Educational Study Council	.....	22
15	LEAVES	.....	22
	15.0 Sick Leave	.....	22
	15.1 Extended Illness – Disability Bank	.....	24
	15.2 Workmen’s Compensation	.....	25
	15.3 Personal Leave Days	.....	25
	15.5 Bereavement	.....	26

15.6	Court Appearance and Jury Duty	26
15.7	Political Leave	26
15.8	Child Care Leave	27
15.9	Sabbatical Leave	27
15.9.1	Applications	27
15.9.2	Salary	28
15.9.3	Provisions	28
16	EDUCATIONAL CONFERENCE	29
17	TRAVEL	30
18	SALARY	30
18.0	Schedules	30
18.1	Schedule Payment	30
18.2	Schedule Placement	31
18.3	Professional Improvement and In-Service Education	31
19	FRINGE BENEFITS	33
19.0	Health Insurance	33
19.1	Life Insurance	33
19.2	Employee Assistance Program	33
19.3	Health Care Reimbursement Plan (IRC §105h)	34
20	MISCELLANEOUS	34
20.0	Duration of Agreement	34
20.1	Savings Provision	34
20.2	Legislative Approval	35
	MEMORANDUM OF AGREEMENTS	
	Attendance Officer	36
	Addendum (Summer School)	37
	SUBSCRIPTION	38
SCHEDULE A	Bachelors Schedules 2008-2012	39
	Masters Schedules 2008-2012	41
SCHEDULE B	Extra Curricular Salaries 2008-2012	44
SCHEDULE C	Coaches Salary Schedule 2008-2012	46
SCHEDULE D	Department and Grade Level Chairpersons	49
SCHEDULE E	School Psychologist, Guidance Counselor and	

	Teacher on Special Assignment Salary Schedule	50
SCHEDULE F	Supervisors of Attendance	51
SCHEDULE G	School Nurse	52
SCHEDULE H	Occupational Therapist (Registered)	55
SCHEDULE I	Contract Provisions Applicable to Teacher Assistants	57

**ARTICLE 1
PREAMBLE AND PURPOSE**

1.0 **Preamble**

This Agreement is made by and between the Alden Teachers Association (hereinafter referred to as the Association) and the Superintendent of Schools of the Alden Central School District (hereinafter referred to as the District).

1.1 **Purpose**

It is the intent and purpose of the parties hereto that this Agreement covering salary schedules, hours of work, and conditions of employment will establish a basis for continued cooperation, harmony, and good will between the District and the Association and will enhance the quality of education for the children in the District. The successful conduct of the educational process can be assured only through the cooperation of the parties hereto.

**ARTICLE 2
RECOGNITION**

2.0 The District hereby recognizes the Association for the maximum period provided by law as the exclusive bargaining agent and representative for all personnel holding positions of employment for which the law requires certification by the Department of Education of the State of New York and includes registered nurses, occupational therapists (registered), and teacher assistants but excluding administrative personnel, elementary supervisors, the attendance officer and short-term substitute teachers.

**ARTICLE 3
GRIEVANCE PROCEDURE**

3.0 **Grievance Definition**

A grievance is a claim by an employee that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement.

3.1 **Miscellaneous**

3.1.1 All grievances shall include the name and position of the aggrieved party, the provisions involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said event or conditions, if known to the aggrieved party, and the general statement of the nature of the grievance and the redress sought by the aggrieved party. Except for informal grievance answers at Step 1, all grievance answers shall be in writing at each step of the grievance procedure and shall state the

reasons therefore. Each grievance answer shall be promptly transmitted to the teacher and the Association.

- 3.1.2 If the grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Step 2.
- 3.1.3 The preparation and processing of grievances, if necessary, may be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 3.1.4 The parties to this Agreement 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 grievance.
- 3.1.5 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District 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.
- 3.1.6 If a teacher or the Association files a written grievance alleging a violation of paragraph 3.1.5, section 4.5, section 7.0, or section 10.0 of this Agreement, the action of the District or its agents which is complained of in the grievance may not be made the subject of a proceeding before any other tribunal (whether legislative, executive, or judicial). If the teacher or the Association brings a proceeding before any tribunal (whether legislative, executive, or judicial) which claims that an action of the District or its agents violates any law or rule or regulation having the force and effect of law, that action may not be made the subject of a grievance which alleges a violation of paragraph 3.1.5, section 4.5, section 7.0, or section 10.0 of this Agreement.

3.2 **Time Limits**

- 3.2.1 All grievances will be processed as rapidly as possible and every effort will be made by all parties to expedite the process. Time limits specified for either party may be extended only by mutual agreement.
- 3.2.2 No written grievance will be entertained, and such grievance will be deemed waived unless a written grievance is presented at the first available step within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
- 3.2.3 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that

the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible.

3.3 **Step 1 - Building Principal**

3.3.1 If the grievance is not resolved informally, it shall be reduced to writing and presented to the Building Principal. Within two (2) school days after the written grievance is presented to him/her, the Building Principal, without any further consultation with the aggrieved party or any party in interest, shall state his written answer thereon and present it to the teacher, his representative, and the Association.

3.4 **Step 2 - Superintendent of Schools**

3.4.1 A written notice of appeal from the Step One answer may be filed with the Superintendent of Schools only by the Association, but not later than fifteen (15) school days after the teacher has received a written Step One answer. Copies of the written Step One answer shall be submitted with the appeal.

3.4.2 Within ten (10) school days after receipt of the notice of appeal, the Superintendent of Schools may hold a hearing with the teacher, the Grievance Committee, or its representative, and all other parties in interest.

3.4.3 The Superintendent of Schools shall provide his/her written grievance answer to the teacher, the Grievance Committee, and its representative within eight (8) school days after the conclusion of the hearing or within ten (10) school days after receipt of the appeal if no hearing is held.

3.5 **Step 3 - Board of Education**

3.5.1 A written notice of appeal from the Step Two answer may be filed with the Board of Education within ten (10) school days after receipt of the response, or within ten (10) school days after the Superintendent was required to respond.

3.5.2 After the receipt of the notice of appeal, the Board of Education, or a committee thereof, shall hold a hearing with the teacher, the Grievance Committee, or its representative, and all other parties in interest, at the beginning of the next regularly scheduled Board meeting. The notice of appeal must be filed at least three (3) school days prior to such meeting, or the appeal shall be held over to the next Board meeting. Within five (5) school days after the conclusion of the hearing, the Board shall provide its written grievance answer to the teacher, the Grievance Committee, or its representative.

3.6 **Step 4 - Arbitration**

3.6.1 If the grievance is not satisfactorily settled at Step 3, the Association may invoke

arbitration by filing with the Superintendent of Schools and the American Arbitration Association a written notice of such intent no later than ten (10) school days after the Step 3 answer. The parties will be bound by the rules and regulations of the A.A.A. in the choice of an arbitrator.

- 3.6.2 The arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The decision shall be final and binding on all parties. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issues.
- 3.6.3 The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates this Agreement.
- 3.6.4 The costs of the arbitrator's services, including expenses, if any, will be borne equally by the District and the Association.

ARTICLE 4 RIGHTS OF PARTIES

4.0 **Just Cause**

A probationary teacher or a tenured teacher appointed prior to 7/1/04 shall not be reprimanded, disciplined, or discharged without just cause.

- 4.0.1 Probationary teachers, hired after July 1, 1990, having completed two full years of employment with the District, may not be reprimanded, disciplined, or discharged without just cause.

The District agrees to include the evaluation system which was mutually developed by the parties and implemented September 1, 2000.

- 4.0.2 The provisions in sections 4.0 and 4.0.1 shall not apply to teachers hired on or after 7/1/04.

4.1 **Remedies for Tenured Teachers**

The District shall comply with and follow the applicable provisions of Section 3020-a of the Education Law in the dismissal of tenured teachers.

4.2 **Personnel Files**

Only one official personnel file for each teacher shall be maintained in the District Office. The teacher or a representative possessing written authorization shall have

access to said file at all reasonable times. No material shall be placed in any teacher's file unless the teacher receives a copy of same. The teacher shall have a right to respond to all materials placed in the teacher's official file and should acknowledge his/her having seen the materials by affixing his/her initials thereto.

4.3 **Contract Implementation Meetings**

Upon written request, the Building Principal shall meet at least once a month with the Association Building Committee to discuss questions relating to the implementation of this Agreement. These meetings shall be held at a mutually convenient time. Upon written request, the Superintendent of Schools shall meet at least once a month at a mutually agreed upon time with the Association to discuss matters relating to the implementation of this Agreement.

4.4 **Association Attendance at Board Meetings**

The Association may be present at all regular Board of Education meetings. A copy of the agenda and the official Board minutes of each Board meeting will be furnished to the President of the Association.

4.5 **Availability of Information**

The District shall make available to the Association any available District information, statistics, and records which are relevant to negotiations or necessary for the proper administration or enforcement of this Agreement. Any such documents made available to the public upon request will also be made available to the Association upon request.

4.6 **Availability of Teaching Schedules**

A current master schedule for each school shall be made available to all teachers.

4.6.1 The tentative teaching schedules for the following year will be made available to the teachers by no later than the last day of school of the preceding year.

4.7 **Use of School Facilities**

The school facilities will be made available for regular Association meetings and committee meetings. The building principal shall be advised of such use 24 hours prior to the scheduling of same.

4.8 **Association Leave (Short Term)**

The Association will be granted a total of six (6) paid man-days per year for appearance of its members at arbitration hearings, improper practice hearings or

litigation, whether as witnesses, union representatives, or involved parties.

4.9 **Association Leave (Union Functions)**

A total of four (4) days per year with pay shall be granted to Association representatives for the purpose of attending outside union functions.

4.9.1 The Association President may request a substitute for the equivalent of one-half day every three weeks per school year. The cost of the substitute will be borne equally by the District and the Association. With the District's permission, alternate methods of release time may be used.

4.10 **Association Leave (Long Term)**

A leave of absence shall be provided to any employee for the purpose of serving as an officer of the Association or any of its affiliate organizations. Said leave shall be without pay and shall not count toward seniority rights for the duration of that service. At the end of that leave, the District shall return that teacher to the same or a reasonably similar position.

4.11 **Copies of Contracts**

Within thirty (30) days after execution by the parties of the collective bargaining agreement by the Association President and Superintendent, the Association will be furnished with an electronic copy of the agreement. The District will place a non-editable copy of the agreement on the District's computer network which shall be available to unit members with system access.

4.12 **Non-Interruption of Work**

There shall be no strike, sit-down, slowdown, work stoppage, or limitation upon work during the life of this Agreement, nor shall any officer, representative, or official of the Association authorize, assist, or encourage any strike, sit-down, slowdown, work stoppage, or limitation, upon work during the life of this Agreement.

4.13 **Home Teaching**

The District agrees to pay at a rate of \$35/hour for home teaching contact time. The District shall not pay mileage.

4.14 **Separate Paychecks**

Separate paychecks will be issued to the employees three times yearly at or about the middle part of November, March, and June. A minimum of six (6) employees must request separate checks for the District to run an additional payroll. Employees

requesting separate checks shall pay \$1.15 per check.

If BOCES permits, more frequent checks may be issued, but the District's costs, on a yearly basis, shall not exceed seven hundred fifty dollars (\$750.00).

4.15 **Free Tuition**

Teachers residing outside of the District may enroll their children into the Alden Central School tuition free.

4.16 **Special Education**

Special Education teachers shall be granted one day free of students for parent conferences and IEP preparation and such additional time as the Building Principal may approve.

4.17 **Chaperones**

Chaperones for school sponsored functions on school premises shall be paid \$15.00 per hour.

The building principal may approve other events being held off school premises. The number of chaperones is to be determined by the building principal and superintendent. The advisor of the sponsoring club or organization shall not be entitled to this benefit.

4.18 **Tax Sheltered Annuities**

The District agrees TSA changes shall be permitted at any time as allowed by law with proper notification of the Business Office, providing the Association can obtain one remitter to handle distribution of all monies as in the credit union. The District would then be obligated to issue one check.

4.19 **Extra Professional Hours**

When the District has additional needs and the Superintendent approves extra work hours,

1. The work may include additional duties or additional time for current assignments under unique circumstances (e.g., August exams).
2. When the rearrangement of teacher time within his/her contractual time is not feasible, the rate of pay shall be \$25.00 per hour. This shall not prohibit other voluntary arrangements between teachers and the District. There will be a one-hour minimum for each instance.

**ARTICLE 5
DUES DEDUCTION**

- 5.0 The District will deduct from the salary of any union member who so authorizes individually and voluntarily, in writing, the dues, fees, and VOTE/COPE contribution of the Association and other employee organizations, and will transmit these monies to the Association. The Association, alone, shall be responsible for the proper disbursement to the organizations designated by the authorization. The deduction authorization shall be supplied by the District to the Association by the opening day of school in September in the form adopted by the Association and the District.
- 5.0.1 All regular full-time and part-time teachers, who are members of the bargaining unit, but who are not members of the union, shall pay to the union in the same manner as provided for in Sec. 5.2 a service charge as a contribution towards the cost of administration of this agreement and the representation of such employees. The amounts of such service charges shall be equivalent to the amounts required to be paid as dues by those employees who become members of the union. The District shall, in accordance with the provisions of this Article, deduct such amounts from the non-member's salary and transmit the amount so deducted to the Association. The Association, alone, shall be responsible for the proper use and disbursement of these funds.
- 5.0.1(a) Such deductions may be made only when the Association has established and maintained a procedure providing for the refund to any non-union member demanding the return of any part of an agency shop fee deduction which represents the non-union member's pro-rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment.
- 5.1 The Association will present signed authorizations to the Superintendent of Schools on or about September 15th. Thereupon, the deductions shall be made in ten (10) equal installments beginning with the first pay received after October 1st, or such later date as may be adopted by the Association and the Superintendent of Schools. The District will transmit to the Association the monies deducted in each payroll period within ten (10) school days after the close thereof.
- 5.2 An authorization on file with the District shall be honored until and unless it has been revoked or amended by written notice to both the Association and the Superintendent of Schools who shall forthwith notify the Association.
- 5.3 The District will deduct, according to the procedure noted in Article 5.1, from the salary of any union member who so authorizes individually and voluntarily, in writing, a contribution to VOTE/COPE, and will transmit these monies to the Association. The Association alone shall be responsible for the proper disbursement to the organization designed by the authorization.

- 5.4 No deductions shall be made until and unless the amounts to be deducted and any changes thereto are certified to the Superintendent of Schools by the financial officers of the employee organization designated in the authorization.
- 5.5 The authorization is made voluntarily and without fear of reprisal and with the understanding that the making of payments to VOTE/COPE are not conditions of membership in any labor organization or of employment with the school district and that VOTE/COPE will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections.

ARTICLE 6 WORKING CONDITIONS

6.0 Length of Year

- 6.0.1 The Association will guarantee the District the minimum number of days necessary for full state aid in each school year.
- 6.0.2 The District and Association agree that effective July 1, 2005 and thereafter, the work year will be a combination of instructional days and staff/curriculum development days not to exceed 188 work days. Instructional days shall not exceed 185 days in any year. The student attendance days and the Superintendent Conference Days will be scheduled between September 1 and June 30. Staff Development days may be scheduled during the school year or between June 30 and September 1. Although it is the intent of this agreement that the calendar will be a collaborative effort between the District and the Association, the final calendar is the decision of the District within the parameters of the current bargaining agreement.
- 6.0.3.1 Notwithstanding the above, teachers shall not be required to work more than 188 days in the 2005-2006 school year. Effective 7/1/05, teachers shall not be required to work more than 188 days. Teacher workdays are student attendance days, Superintendent Conference days and Staff Development days. Any extra days beyond 188 days will be scheduled as vacation days extending Memorial Day weekend.
- 6.0.3.2 Of the first six extraordinary condition days (e.g., snow days), the District may require teachers to report two of the days. If the teachers are asked to report on either of the first two days, that day will be considered a teacher workday and will be used to extend the Memorial Day weekend. After the sixth day, teachers and students will be expected to attend school on the last Staff Development day of the year. For any additional extraordinary condition days, teachers will be expected to report to school during the last recess period of the year starting with the last day of such break. If teachers are expected to attend school on an extraordinary condition day, they will report within two hours of their normal starting time. If a teacher

cannot report to work, the teacher may apply to the superintendent for a third personal day.

- 6.0.3.3 Under extraordinary circumstances, in the event of a weather or other emergency situation which prompts the state to reduce required student attendance, the District will apply to the proper New York State agency to receive whatever waiver is available for reducing necessary student attendance days. The District, in consultation with the ATA, will make a calendar adjustment as a response to the emergency situation.
- 6.0.3.4 The schedule for the Staff Development days will be a full workday with district-designed activities in the morning and teacher designed activities in the afternoon. No district activities will be scheduled after 11:30 a.m. If a Staff Development Day is scheduled on the last day of school, teacher dismissal will be 11:30 a.m.
- 6.0.3.5 On the first Friday of scheduled Regents examinations in June, students in grades K-5 will be dismissed prior to 11:30 a.m. Activities for teachers after student dismissal will be teacher designed.
- 6.0.3.6 Elementary and middle school students (grades K-8) shall be released by no later than 1:30 p.m. the last two days of the school year. Activities for teachers after student dismissal will be teacher designed, however, the District may schedule meetings (not to exceed one hour) to address building level issues on one of these days.
- 6.0.3.7 Superintendent Conference Days are full work days with district designed activities.

6.1 **Length of Day - Full Time**

The length of the school day for the employee shall be as follows:

High School and Middle School: The secondary teacher day shall not exceed seven (7) hours and twenty (20) minutes in length.

Elementary School: The length of the elementary teacher day shall not exceed seven (7) hours and twenty (20) minutes in length and shall commence one-half (1/2) hour before the elementary student day begins. The elementary day may be adjusted to accommodate grade level meetings. The day will not be shortened for students or lengthened for teachers.

6.1.1 **Part-Time Teachers**

The District will employ either full-time teachers or part-time teachers.

- 6.1.2 Part-time teachers shall be placed on schedule.

Part-time teachers in the secondary area shall be compensated as follows: One class or equal, 20% of the salary schedule, no benefits; two classes or equal, 40% of the salary schedule, 25% of the benefits; three classes or equal, 60% of the salary schedule, 75% of the benefits; four classes or equal, 80% of the salary schedule, 100% of the benefits.

Part-time elementary teachers shall be employed for 3 3/4 hours and shall receive 60% of the salary schedule and 75% of the total benefits. Part time elementary teachers employed for more or less than half time shall receive the pro-rated equivalent compensation received by secondary part-time teachers. (Example: .6 elementary teacher positions will receive 72.5% salary and 100% of benefits).

6.1.3 For purposes of 6.1.2 only under a flex schedule, one class is equivalent to one half a block and one block is equivalent to two (2) classes.

6.1.4 Time for preparation is factored into the above salary and benefits.

6.1.5 The workday for part-time teachers is to be continuous and no combination of part-time teachers in any tenure area shall be used to eliminate a full-time position.

6.1.6 **Teacher/Mentor Program:**

The District shall maintain a teacher/mentor program that is in compliance with the regulations of the Commissioner of Education. Mentors shall be compensated at \$1,000.00 for mentoring each intern except where the intern works less than a full year in which case the stipend will be pro-rated.

6.2 **Twelve-Month Employees**

Twelve-month employees shall work when the District office is officially open.

6.2.1 Twelve-month employees may be assigned to work no more than six (6) days total out of the Christmas and Easter recess.

6.2.2 Twelve-month employees shall receive twenty (20) vacation days to be used anytime during the school fiscal year (July 1 to June 30) with approval of the Superintendent or designated administrator. There shall be no carry over of vacation.

6.2.3 With the exception of Schedule E, an employee appointed to work beyond the ten-month school year shall receive an additional 10% of his or her 10-month salary for each month worked beyond the normal school year.

6.3 **Lunch Period**

All employees shall have an uninterrupted, duty free lunch period of at least thirty (30) minutes.

6.4 **Preparation Time**

Elementary teachers shall be guaranteed at least two hundred (200) minutes of preparation time per week and at least thirty (30) minutes per student day. Any scheduling adjustments and/or changes shall be made on an equitable basis. In no event shall any teacher with two hundred and twenty-five (225) minutes or more be reduced below two hundred and twenty-five (225) minutes, except for the purpose of producing the equity required by the proceeding sentence. Every effort will be made to provide five (5) daily equal preparation periods.

6.4.1 Teachers who lose preparation time when asked to cover another class or to attend mandatory meetings as scheduled by the District shall have such time recorded if the amount of time lost exceeds ten (10) minutes. In the event a teacher loses preparation time pursuant to this subdivision on five (5) separate occasions within one (1) school year, the teacher shall receive one (1) additional day of personal leave. Such day must be used in the school year in which it was granted and cannot be carried over into the next school year. Notwithstanding the foregoing, a teacher who would lose assigned preparation time shall retain the right to refuse to cover another class.

6.5 **Open House**

Employees shall be present at up to two school-wide evening activities unless excused by the administration. A school-wide evening activity shall be defined as an Open House or parent teacher conferences. Such events shall not exceed three hours in duration.

6.6 **Emergencies**

Employees will be expected to remain on the job in the case of an emergency as declared by the Superintendent of Schools. In such event, work assignments of teachers will be governed, among other relevant considerations, by the District's concern for teacher health and safety.

6.7 **Facilities**

The Board will provide the following:

1. A desk for the personal use of each teacher.
2. Suitable and secured storage facilities for personal belongings for

each teacher.

3. Parking facilities for each teacher.

Any employee may recommend, in writing, to the Principal of the school concerned, desired changes in the physical aspects of the facilities provided. These changes may include but not be limited to such things as adequate lavatory facilities, planning centers, cafeteria arrangements, faculty lounge facilities, furniture, space, storage, etc. When such recommendations are presented to the Principal of the school concerned by the employee, every effort will be made to arrive at an equitable solution. If the matter is not resolved in a reasonable length of time, the employee or the Association will present said recommendation to the Superintendent for his/her consideration and written reply.

6.8 **Class Size**

The District and the Association recognize that the pupil size of a class has a direct bearing upon the quality of education, which can be offered and also has a direct bearing upon the ability of a child to learn. The Board agrees to consult with the Association before modifying acceptable standards of pupil class size, and the Association agrees to continue to make every effort to provide the best possible educational program even though pupil class size may exceed what is considered to be desirable.

6.8.1 Under the high school flex schedule, the District agrees to target maximum class size range of 18-22 students based on an average number of students in a teacher's daily class schedule excluding advisory period, which will have a maximum targeted range of 13-15 students. Every effort will be made by the District to adhere to the targeted number of students. The District agrees to meet with the Association whenever the target class size range is not met for any teacher. At no time will any teacher be involuntarily assigned more than the targeted number of students two semesters in a row.

6.9 **Teacher Load**

The District recognizes that the proficiency and efficiency of a teacher can be adversely affected by the imposition of too heavy a work schedule. Such a situation is detrimental to the best interests of the pupil and the teacher. The Board agrees to consult with the Association before modifying acceptable standards of teacher workload.

6.9.1 Under the flex schedule (Block, Alternating, Combination, Shared):

1. Sections 6.9.2 and 6.9.2.5 are void.

2. A teacher will not have more than four (4) different preparations per day. Preparation is one subject taught in the same time frame. For example, French 2 in a block, a period, and alternating days equals three (3) preparations. French 2 in two blocks equals one preparation per day.
3. A teacher will not have an advisory assignment with more than a targeted 13 to 15 pupils. The primary purpose of the advisory period is to provide a (36-40 minute) period within the school day for teachers and students to meet informally. Excluding the instruction of new material and regularly scheduled remediation, advisory period activities may include: homework help, guidance assistance, library work, health needs, academic center, assemblies, and informal discussions. Employees in the following positions will not be assigned an advisory period but will be available to students: guidance counselor, librarian, nurse, social worker, psychologist, year book advisor and academic center teacher. Special education students will be assigned to advisement in a blended setting.
4. The utilization of a block or flex schedule shall not result in the reduction recognized as members of the ATA bargaining unit. In the event that there is a reduction of a full-time person to a part-time status, the least senior person in that tenure area will have the option of electing part-time ten month status or full-time semester status if available.
5. Adjustments or changes to 6.9.1 may be requested by either party at any time. However, all changes must be mutually agreed upon by the ATA and the District.
6. If the District decides to return to a nine period day schedule as used in the 1999-2000 school year, the intent of this agreement is for teachers to have five instructional periods per day. The Association agrees to the equivalent of six instructional periods per day only under the flex schedule below.
7. No teacher will be assigned more than two periods a day except under the shared schedule.
8. Assignment to the academic center or remediation will constitute a class assignment (block or period).

6.9.1.1 Under a block schedule, one block is the equivalent of two periods and not to exceed 82 minutes.

6.9.1.2 Under a block schedule, no teacher may be assigned more than three blocks and one advisory period per day. Each teacher will receive one lunch period daily, one preparation block per day and no other assignments or duties.

6.9.1.3 Under an alternating schedule, the high school teacher will be assigned no more than

six blocks and two advisory periods and two preparation blocks over a two-day cycle.

Each teacher will receive one lunch per day and no other assignments or duties. No teacher shall have more than four different preparations over a two-day cycle.

- 6.9.1.4 Under a combination schedule, at no time will any teacher be assigned more than two blocks, an advisory and two periods daily. Each teacher will receive one lunch daily and one preparation block or two preparation periods per day with no other duties or assignments.
- 6.9.1.5 Under a shared schedule, a teacher assigned to the high school and any other building will be guaranteed a daily lunch and two preparation periods. Between buildings, no teacher will be assigned a daily schedule that exceeds one block and three periods daily with one supervisory or one advisory assignment. All teachers assigned to more than one building will have approximately twenty (20) minutes going to the middle/intermediate school, and approximately thirty (30) minutes going to the primary school, St. John's or the Erie County Correctional Facility. Assigned travel time is not concurrent with their lunch or preparation time per instance of travel.
- 6.9.1.6 The District may create full-time semester positions for 20-week duration only and only for additional staffing. The posting will indicate the duration of the position. No combination of full-time semester positions will replace a full-time position. Any teacher who has been appointed for two 20-week appointments will be considered to have one year of district-wide seniority upon completion of the second 20-week appointment. A teacher who has been appointed to two 20-week positions in the same school year will be considered full time. A full-time semester teacher will be placed on schedule and receive full benefits during the time of employment with the following exceptions: the full-time semester teacher will not be eligible for section 14.0-14.3 (Department Chair), 15.9 (Sabbatical), or 15.1 (Extended Illness). The full-time semester teacher will be pro-rated for the article 15.3 (personal leave days), 15.0.1 (sick days) which may accumulate, and 20.5 (dental plan). The full-time semester teacher will accrue district seniority but not seniority towards tenure, based on New York State regulations.
- 6.9.2 The assignment for secondary teachers in the high school shall consist of twenty-five (25) teaching periods, at most seven (7) supervisory periods, at least eight (8) preparation periods, at least one (1) per day, and five (5) lunches per week for a nine (9) period schedule. The District may assign up to twenty-five (25) teaching periods per week to teachers over and above the weekly amounts set forth herein in lieu of supervisory periods. Every effort shall be made to rotate these additional assignments from year to year.
- 6.9.2.1 Since the District adopted a nine (9) period day in the Middle School, the assignment

for Middle School teachers shall consist of twenty-five (25) teaching periods, at most seven (7) supervisory periods, at least eight (8) preparation periods (at least one (1) per day) and five (5) lunches per week for a nine (9) period schedule. The District may assign up to twenty-five (25) teaching periods per week to teachers over and above the weekly amounts set forth herein in lieu of supervisory periods. Every effort shall be made to rotate these additional assignments from year to year.

6.9.2.2 In the event the District does not adopt a nine (9) period schedule, the assignment for Middle School teachers shall consist of five (5) teaching periods and one (1) period of supervisory assignments per day. The District may assign up to twenty-five (25) teaching periods per week to teachers over and above the weekly amounts set forth herein in lieu of supervisory periods. Every effort shall be made to rotate these additional assignments from year to year.

6.9.2.3 Notwithstanding the foregoing, a teaching team shall have the discretion to adopt necessary variations within the schedule subject to approval by the Building Principal.

6.9.2.4 Tenured teachers shall be permitted to volunteer for a sixth class after prior consultation with the Association.

6.9.2.5 Classes in a) instrumental music, b) remedial classes and c) resource room classes shall not be subject to the twenty-five (25) teaching period restriction set forth in paragraph 6.9.2, 6.9.2.1 and 6.9.2.2 above.

6.10 **Cafeteria Monitor**

6.10.1 The duties of cafeteria monitor shall be on a voluntary basis whenever possible.

6.10.2 If no volunteers are forthcoming, the Building Principal shall have the right to designate a cafeteria monitor. In no case shall such designation be for a period in excess of one (1) semester a school year.

6.10.3 Elementary teachers (K-5) shall not be required to act as Cafeteria Monitors.

6.11 **Study Hall**

In no event shall a teacher supervising a study hall be responsible for more than sixty (60) pupils.

6.12 **Supply Requests**

Supply requisitions will be distributed to teachers at least thirty (30) days before their due date. Where deletions are necessary from the requisition submitted, every effort will be made to confer and to discuss the proposed deletions with the requesting teacher and to comply with the teacher's recommendations whenever possible.

**ARTICLE 7
PROTECTION OF TEACHERS**

- 7.0 The District agrees to provide legal counsel to defend any teacher in any action arising out of any claim or suit by reason of alleged negligence or other act resulting in accidental bodily injury or death of any person, or in accidental damage to or destruction of property, within or without the school building, providing the teacher was acting in the discharge of his duties, within a scope of his employment, or under the direction of the Board.
- 7.1 Whenever a teacher is absent from school as the result of a personal injury caused by an assault as defined in the Penal Law of the State of New York arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to one (1) calendar year without having such absence charged against the annual sick leave or accumulated sick leave. When absence arises out of or from such assault, the teacher shall not forfeit any sick leave or personal leave and will be paid his/her full salary for the period of such absence. The District reserves the right to have said teacher examined by a Board physician subject to the provisions of Education Law.
- 7.2 The District shall reimburse the teacher for any clothing or other personal property damaged or destroyed in an assault as defined above.

**ARTICLE 8
TEACHER AIDES**

- 8.0 It is not the intent of the District to employ teacher aides and/or assistants in lieu of classroom teachers.
- 8.1 Teacher aides and assistants will be employed to assist the professional teachers in the performance of their responsibilities. Teacher aides and/or assistants shall work under the direct and immediate supervision of a classroom teacher or an administrator.

**ARTICLE 9
SENIORITY LIST**

- 9.0 The District shall supply the Association with an updated seniority list no later than October 30th of each year and amendments to such list as the District becomes aware of them.

ARTICLE 10

LAYOFFS

- 10.0 In reducing and increasing the number of teachers, the District shall follow the applicable provisions of the Education Law.
- 10.1 Those employees who may be subject to lay-off shall be notified no later than April 15th.

ARTICLE 11 TRANSFERS

- 11.0 Encumbered Position: a position currently filled by a teacher presently employed or on a leave. A teacher returning from a leave will be appointed to a position within the same tenure area.

Vacancy: an unencumbered position.

Assignment: a designation to an encumbered position within the same building.

Transfer: an appointment from an encumbered position in one building to a vacancy in a different building. Buildings are high school, middle school, intermediate, primary, and Erie County Correctional Facility and any other buildings serviced by the District. For the special education department only, the buildings are high school, middle school and elementary (which includes primary and intermediate as one building) and any other buildings serviced by the District.

Assign: assignments will be at the discretion of the principal with the following exceptions: no teacher will be involuntarily reassigned more than once in a three-year period and no teacher will be involuntarily reassigned outside his or her current tenure area beyond the five classroom hours per week allowed by state regulations.

- 11.1 **Transfers**

- 11.1.1 Voluntary transfers: to the teacher's current or past tenure area will be based upon seniority unless the district can demonstrate in writing to a committee of two administrators chosen by the superintendent and two ATA members chosen by the president that, based on the criteria listed below, another candidate is significantly better qualified for that position. If two or more members of the bargaining unit apply and, based on the criteria below, all candidates are equally qualified, seniority will be the determining factor. The District must demonstrate in writing to the above joint committee's satisfaction that the less senior person is significantly better qualified for the position. The interview process for current employees will be voluntary.
- 11.1.2 A teacher who requests and is granted a voluntary transfer will not receive

another transfer for three school years unless mutually agreed upon with the District.

- 11.1.3 Voluntary transfers to a different tenure area will be at the discretion of the District and may require a current employee to submit to the District's interview process. The District will appoint a certified current employee over an uncertified non-employee. Notwithstanding the above, certified employees who would otherwise be excessed from the District will be assigned to a vacancy without requirement of the interview process.
- 11.1.4 Involuntary transfers: will be based on seniority: least senior teacher in the tenure area involved will be transferred.
- 11.1.5 Seniority in a tenure area used for the purposes of transfers will be district-wide seniority and shall not be based on an individual's years of service within any particular building. Seniority is determined by the date of hire minus leaves of absence; if more than one teacher is hired on the same date, the person listed first in the Board minutes will have greater seniority.
- 11.1.6 Criteria for assignments and transfers, equally weighted, will be:
 - a. Certification;
 - b. Successful experience in the same, similar, or current position;
 - c. Additional preparation, experience, education, or unique advantage District relevant to the position;
 - d. Seniority or years of service in the District.

ARTICLE 12 VACANCIES

- 12.0 If a vacancy exists within the bargaining unit, it shall be posted conspicuously in all buildings for a minimum period of fifteen (15) days prior to the intended day of filling that position.
- 12.1 Simultaneous to a posting of any unit position for the Alden Teachers Association, the building administrator in the building in which the position exists will announce to the faculty the exact nature (grade level, etc.) of the position in question. That information will also be given out to any unit member who calls or writes requesting any information concerning the above-mentioned position. If the vacancy is filled internally, the resulting new vacancy will be posted and announced in accordance with above.

ARTICLE 13 SUBCONTRACTING

- 13.0 During the term of this Agreement, duties presently, historically, and traditionally

performed by teachers shall not be performed by any agency or individual outside this bargaining unit without express written consent of the Association. The foregoing shall not apply to arrangements and contracts entered into with the Board of Cooperation Educational Services.

ARTICLE 14
DEPARTMENT CHAIRPERSONS AND GRADE LEVEL CHAIRPERSONS

14.0 **Positions**

The following positions shall be in existence:

- (1) **Department Chairpersons - Grades 9-12**
 Business Education Social Studies
 English Mathematics
 Sciences

- (2) **Department Chairpersons - Grades 6-12**
 Family and Consumer Science Language
 Technologies Guidance

- (3) **Department Chairpersons – Grades 6-8**
 English Social Studies
 Mathematics Science

- (4) **Department Chairpersons – Grades K-12**
 Special Education-1 per building Art
 Physical Education & Health Music

- (5) **Grade Level Chairs**
 K, 1, 2, 3, 4, 5

14.1 **Voluntary**

All such positions shall be filled only on a voluntary basis. Should there be no volunteers the District may appoint a chairperson for a period not to exceed one (1) year. Any person so appointed shall not be required to serve again until all other persons in the department or grade level have acted in such capacity.

14.2 **Criteria for Filling Positions**

Chairpersons shall be chosen by the Board of Education upon the recommendation of the Superintendent.

14.3

Duties and Responsibilities - Chairpersons

The Chairperson shall, under administrative supervision:

- (1) Coordinate curriculum within his/her area of responsibility and develop cooperation with his/her departments or grades.
- (2) Prepare and implement curriculum revisions.
- (3) Evaluate proposed textbooks, teaching aids and other curriculum materials and make specific recommendations for purchase.
- (4) Interview candidates for teaching positions and offer recommendations to the Principal concerning the professional capabilities of each candidate interviewed.
- (5) Review and coordinate examinations.
- (6) Assist in scheduling his area of responsibility.
- (7) Develop plans to improve methods of reporting pupil progress to parents.
- (8) Conduct regular meetings of teachers within his/her area of responsibility.
- (9) Coordinate all requisitions.
- (10) Write a report of up to two (2) pages to be sent to the BOE annually in the format as mutually developed by the chairpersons and the District.
- (11) Department Chairs (6-8) shall serve as communicators with grade level chairs (K-5) and Department Chairs (9-12).

14.4

Meetings - Educational Study Council

Chairpersons and administration shall meet regularly to consider proposals respecting curriculum, teaching methods, teaching aids and materials, and any other matters pertaining to the improvement of the education program carried on, or proposed to be carried on, in the District schools. Recommendations respecting these matters will be reported through the Superintendent of Schools to the Board of Education. No more than three (3) meetings per school year shall extend beyond

3:30 P.M.

- 14.4.1 In addition to Schedule D, each chairperson may request a substitute for the equivalent of one-half day four times per year. With the District's permission, the chairperson may take advantage of alternative means of release time.

ARTICLE 15 LEAVES

15.0 Sick Leave

- 15.0.1 Annual sick leave of twelve (12) days per year shall be granted for personal illness. These days shall be credited in September of each year and cumulative to two hundred (200) days, inclusive of the annual allotment. However, a teacher shall not lose any of the annual days entitlement and any such time in excess of two hundred (200) days will be used to replenish the cumulative allotment, as same is used during the year until such time as the full twelve (12) days have been used. Employees appointed on a twelve-month basis shall receive one additional sick day a year.
- 15.0.2 Employees will furnish a physician's statement of illness after the fifth (5th) consecutive day of absence upon request by administrator. Unused sick days will accumulate from year to year for all employees up to the maximums stated above.
- 15.0.3 Sick leave may be used for the following purpose:
- (1) Illness of the employee, including medical, dental, and optical appointments which will be limited to a half day or early dismissal whenever possible.
 - (2) Five (5) days for illness in immediate family residing in employee's household, including a mother and a father regardless of residence. "Immediate family" shall mean child, mother, father, spouse, mother-in-law, father-in-law, brother, or sister. It is hereby understood between the parties that the five (5) days referred to in this provision are not in addition to the annual sick leave as provided for in Sec. 15.0.1.
- 15.0.4 Cumulative sick leave may be credited only during the term of employment.
- 15.0.5 An employee who is absent before and/or after a conference day and who does not attend the conference will not be paid for the conference day unless a day of sick leave is taken.
- 15.0.6 An employee who is absent before and/or after a holiday will receive regular pay for that holiday, provided absence is for one of the reasons recognized by the District.

- 15.0.7 When a day for sickness is taken from accumulated sick leave, it must only be a day that school is actually in session. During a long illness, the same regulation applies as long as the person is employed by the District.
- 15.0.8 When an employee who is currently enrolled in a District Group Health Plan or was covered under the District's group health plan at any time during the 60 days immediately preceding the effective date of his/her resignation for purposes of retirement leaves the District, the employee shall continue as an enrollee in the District's Group Health Plan under the same terms and conditions applied to actively employed teachers, except the full premium cost of the Group Health Benefits will be paid by the District from a reserve, computed according to the formula set forth in 15.0.8.2, until the reserve is no longer sufficient to pay the equivalent of one full month's premium, whichever event shall occur first. In the latter event and in order to maintain the coverage, the teacher shall pay in advance to the District the amount required which, together with the balance in the reserve is sufficient to pay one additional month's premium. In the alternative, an employee may elect to use the amount in the reserve computed as stated above, to pay health insurance premiums for a health care plan offered through the NYS Retired Teachers Association until the reserve is no longer sufficient to pay the equivalent of one full month's premium, In the latter event and in order to maintain the coverage, the teacher shall pay in advance to the District the amount required which, together with the balance in the reserve is sufficient to pay one additional month's premium. It shall be the employee's responsibility to provide the District with no less than 30 days advance notice of the premium amount due together with a copy of the invoice for any health care plan offered through the NYS Retired Teachers Association. He or she may elect to be reimbursed by the District for unused accumulated sick days as hereinafter provided. Notification of the election of this procedure must be given by the teacher to the District by no later than March 1st.
- 15.0.8.1 Any unit member who chooses to retire and has not been covered under the District's Group Health Plan for at least sixty (60) days immediately preceding the effective date of his/her resignation for purposes of retirement shall have his/her unused sick leave converted to cash at the rate of thirty percent (30%) of the teacher's daily salary (1/200) for ten (10) month employees, (1/220) for eleven (11) month employees or (1/240) for twelve (12) month employees. The District agrees to make a non-elective employer contribution in such amount to the employee's 403b account, subject to the contribution limits as outlined in the Internal Revenue Code, Section 415(C).
- 15.0.8.2 For any teacher eligible for state retirement benefits who retires from the District, the District shall reimburse the employee for all unused sick days accumulated since the date of hire by the District. An account shall be created and maintained by the District and unused sick leave shall converted to a dollar amount at the rate of fifty percent (50%) of the teacher's daily salary (1/200) for ten month employees, (1/220) for eleven (11) month employees or (1/240) for twelve (12) month employees. All

monies kept on account but not expended at the time of death of a teacher and the teacher's spouse, provided the spouse was a beneficiary under the plan prior to the death of the teacher, shall revert to the District.

- 15.0.8.3 In the event a teacher with more than ten (10) years of service with the District is exceeded, the District will reimburse the teacher for all unused sick days accumulated after July 1, 1980. Such lump sum payment shall be at the rate of thirty percent (30%) of the teacher's daily salary (1/200) for ten (10) month employees, (1/220) for eleven (11) month employees or (1/240) for twelve (12) month employees.
- 15.0.8.4 In the event a teacher dies in service, the number of unused sick days multiplied by 25% of his/her current daily rate of pay minus the life insurance benefit provided by the District will be held in escrow to pay for health insurance premiums for the surviving spouse. Any monies not spent at the time of the spouse's death will revert to the District.
- 15.0.9 In the event that an employee is going to be off sick, except extended leaves of absence otherwise provided for in this contract, he or she must call in to the District according to the teacher procedures for substitute call-in.

15.1 **Extended Illness - Disability Bank**

- 15.1.1 In cases of extended illness or disability, a bank of days has been established to be administered by the District under established guidelines.
- 15.1.2 Each full-time employee, excluding full-time subs, shall contribute one (1) day per year to the bank until it reaches a minimum of five hundred (500) days. Once the bank reaches a minimum of five hundred (500) days, employees will not be assessed a day until such time as the bank falls below one hundred (100) days. When the bank falls below one hundred (100) days, each employee will again be assessed one (1) day per year until the bank accumulates a minimum of five hundred (500) days.
- 15.1.3 All full-time employees hired on or after July 1, 2008, excluding full-time subs, shall be assessed one (1) day towards the bank regardless of the number of accumulated days in the bank at their time of hire before being able to participate in such bank.
- 15.1.4 Before an employee may take advantage of the bank, he or she must have exhausted all of his or her accumulated sick leave and the illness/disability must have been no less than forty (40) consecutive work days in length.
- 15.1.5 The maximum draw on the bank shall be limited to one (1) year. An employee may apply to the sick leave bank committee specified in section 15.1.6 for additional time not to exceed two years total for the duration of the employee's service with the District.

- 15.1.6 The bank shall be administered by a committee consisting of four (4) members with an equal number being appointed by the Superintendent and the ATA President. The committee shall adopt guidelines and each application for the sick leave bank will be submitted to the committee, which shall evaluate it and make a final determination in each case.
- 15.1.7 A member who was utilizing the sick leave bank as of the date of ratification of this agreement by the Board of Education shall continue to be governed by the rules in effect at the time of the approval of that employee's application to the sick leave bank.
- 15.1.8 As of the effective date of this agreement during the 2008-09 fiscal year, the District shall make a one-time contribution of 189 sick days to the disability bank.

15.2 **Workmen's Compensation**

When sick leave is used during a compensable absence under Workmen's Compensation Laws of New York, upon return to work, the employee's accumulated sick leave balance will be credited with the additional full or half days determined by dividing the total Workmen's Compensation payments by the teacher's per diem salary rate. "Per Diem Salary Rate" means the teacher's annual salary multiplied by 1/200th.

15.3 **Personal Leave Days**

- 15.3.1 Up to two (2) personal leave days shall be granted upon request, the nature of the request being only that circumstances surrounding the need are personal.
- 15.3.2 The District and the Association do not expect personal leave days to be used indiscriminately as days off, but rather for emergency situations not covered elsewhere.
- 15.3.3 The employee will file a written notice for personal leave days with the administration ahead of time. If this is not possible, the employee must phone the Principal of the school involved. Failure to do one of the above may void pay for a personal leave day.
- 15.3.4 It is hereby understood that personal leave days shall not be used immediately before or after any contractual holiday or vacation period.
- 15.3.5 Unused personal leave days shall accumulate and be added to the employee's unused sick days.
- 15.3.6 In the event of an emergency, a third personal leave day may be granted upon request to the Superintendent of Schools setting forth the emergency situation. This day may be used immediately before or after any contractual holiday or vacation periods.

15.4 See 6.2.2

15.5 **Bereavement**

An employee will be granted up to four (4) consecutive school days leave, including the day of the funeral, for each death in the employee's immediate family. "Immediate family" means the employee's husband, wife, children, stepmother, stepfather, stepchildren, father and mother of either the employee or the spouse, the brother, sister, grandchild, grandparents and fiancé of the employee.

15.5.1 The Superintendent may grant up to two (2) days bereavement leave for uncles, aunts, in-laws, and significant others.

15.6 **Court Appearance and Jury Duty**

15.6.1 An employee may be granted a maximum of two (2) days for Court appearances per year and an unlimited number of days for compensation hearings, provided the injury is school connected.

15.6.2 An employee is granted full pay while serving on a jury during his regular work day only for a maximum of ten (10) days; additional days up to ten (10) will be granted if required. Jury pay will be given to the District.

15.6.3 An employee serving on a jury shall report to the school whenever the Court is not in session.

15.7 **Political Leave**

Upon request, permanent and probationary teachers shall be granted political leaves in accordance with the following provisions:

15.7.1 With thirty (30) calendar day's notice, a teacher shall be granted up to four (4) weeks leave without pay for the purpose of campaigning as a candidate in a civic election for public office. At the end of the leave, the District shall return the teacher to a reasonably comparable position.

15.7.2 The District shall extend to the teacher who is elected or appointed to public office a leave of absence or absences without pay as needed to fulfill one (1) term of office not to exceed two (2) years. At the conclusion of such leave of absence, the teacher shall be returned to a reasonably comparable position.

15.8 **Child Care Leave**

Any member of the bargaining unit shall, upon prior written request, receive a childcare leave of up to three (3) semesters without pay. Application must be made at

least thirty (30) consecutive days prior to the leave unless inability of the unit member is beyond the member's control. At the time of the request, the teacher shall specify the dates for the beginning and end of the leave. The termination date of the leave may only be at the beginning or end of each semester unless approved by the Board of Education. Semester start and end dates shall be determined by the Board of Education in the establishment of the annual calendar.

Such leave may be extended or reduced upon sixty (60) days notice from the unit member so long as the total leave does not exceed three (3) semesters.

15.9 **Sabbatical Leave**

15.9.1 **Applications**

1. One percent (1%) of the employees may be granted leaves during any one semester. Applications may be made for one (1) semester or for one (1) full academic year.
2. Each applicant for such leave shall file a written application as follows: by January 1st for leave July 1st or September 1st; by March 15th for second semester leave.
3. The Board shall complete action on January 1st applications by February 1st, and March 15th applications by April 15th.
4. Application for leave of study must include the names of the institutions at which the individual plans to study and the courses to be pursued.
5. All applicants must appear before the Board to explain their application requests before a final decision may be made.
6. Each applicant shall be notified in writing of his acceptance or reasons for his rejection, said reasons to be other than economic.
7. Distribution to leave: care should be taken that the number on leave from any one school or department shall not be excessive as determined by the Superintendent of Schools.
8. No applications for sabbatical leave will be accepted unless the individual has been employed by the District for at least seven (7) years prior to the date of the application.

15.9.2 **Salary**

1. The employee granted leave shall receive full pay for one-half (1/2) year or two-thirds (2/3rds) pay for one (1) full year with the regular deductions and paid according to the regular pay schedule. The employee may apply for an extension of sabbatical leave for no more than one (1) semester. In no event shall the salary paid be in excess of these amounts.
2. The employee shall be placed on the appropriate salary step upon returning to this system. There shall be no loss of increments. Credit shall be given for one (1) service step during the term of the sabbatical leave.

EXAMPLE: Employee leaving at the end of the tenth step receives pay while on leave in accordance with the eleventh step, and shall be placed on the twelfth step upon return.

15.9.3

Provisions

1. Sabbatical leave shall not be considered termination or breach of contract.
2. The same position in the school system shall be guaranteed upon return.
3. Sabbatical leave will not exceed one (1) year.
4. It shall be a condition to the granting of sabbatical leave that a teacher granted the same shall not voluntarily leave the school system for a period of three (3) years following expiration of such leave. Therefore, teachers granted sabbatical leave will be expected to return to service in the school system. Teachers granted a sabbatical leave will be required to sign an agreement stipulating that:
 - (i) The salary paid while the teacher is on leave will be repaid by the teacher in the event that he does not return to service in the school system upon completion of the period of leave.
 - (ii) In the event that the teacher resigns within three (3) years after the termination date of the sabbatical leave, the teacher shall repay the entire amount of the salary so paid out by the District during the period of the sabbatical.
 - (iii) The repayment of salary required under 15.9 will be waived by the Board in the event of disability retirement or other resignation due to reasons of health in which the school

physician certifies that the teacher is physically incapable of performing the duties of his position. The repayment of salary may be waived by the Board where the resignation is for other reasons deemed by the Board to be beyond the teacher's control. Resignations due to the relocation of the family on account of the employment of the teacher's spouse will not be considered "beyond the teacher's control."

ARTICLE 16
EDUCATIONAL CONFERENCE

- 16.0 The Board agrees to provide funds for attendance at educational conferences in the amount of Three Thousand Dollars (\$3,000.00) per school year during the term of this agreement.
- 16.1 Transportation costs will be paid for teachers attending educational conferences or meetings outside the immediate local area (30 mile radius of Alden and including City of Niagara Falls, New York). Other expenses such as lodging, meals, and registration fees are reimbursable according to the scale established in past practices.
- 16.2 The employee must request permission to attend educational conferences and meetings in writing to the Board, except in the local area, for their approval and financial reimbursement for said trip. This request must be given, if possible, to the School Principal prior to October 1st.
- 16.3 The employee must acquaint himself with reimbursable expenses before taking the trip by arranging an appointment with the employee's Principal to discuss this matter, for there are limitations, allowable and disallowable expenses for such a trip.
- 16.4 The mileage reimbursement when an employee uses his private car shall be the amount as set forth by the Board of Education.
- 16.5 An employee elected or appointed to an administrative office or local, state or national education organization shall be granted the following benefits:
- (1) He/she is allowed one (1) annual educational conference with expenses reimbursable by the District.
 - (2) He/she is also allowed a maximum of two (2) meetings with expenses reimbursed by the District providing approval is granted by the Principal in charge and the Board.
 - (3) A Principal may grant an employee attendance at meetings at his/her discretion when the District does not pay for expenses.
 - (4) Travel time cannot be permitted if school is in session. An employee

must travel before or after school hours.

ARTICLE 17 TRAVEL

- 17.0 An employee is to use school transportation if it is available to travel from one building to another in the district or else he/she is to use his/her private car. He/she will be paid on mileage basis only when he/she must travel from one building to another within one (1) day and not when he/she is assigned to one building for a whole day.
- 17.1 The mileage reimbursement when an employee uses his/her private car shall be the amount as set forth by the Board of Education.
- 17.2 Insurance coverage is an employee's own responsibility when he/she uses his/her private car for school business.

ARTICLE 18 SALARY

18.0 Schedules

Salary Schedule A shall go into effect as of July 1, 2008, and shall remain in effect through June 30, 2012.

18.1 Schedule Payment

There will be twenty-two (22) paydays commencing with the first payday following the opening of school in September. If this day is the Friday before school begins, it will be distributed on the first Friday following the opening of school. Pay checks will be distributed on the last school day prior to a vacation period, provided any paycheck requiring adjustment may be withheld until the resumption of school. Any teacher who so elects in writing by August 1st will receive his/her annual salary according to the optional pay plan. This optional plan will be set up to ensure 26 equal payments. Distribution of these equal payments will be characterized by one paycheck received every pay day during the school year, and on the last pay day, he/she will receive all five (5) of the remaining checks.

18.2 Schedule Placement

- 18.2.1 All professional personnel should be placed on proper step in the new schedule as of July 1 of each year of service. New teachers will be hired on step and may be placed on step commensurate with their prior teaching experience. Credit may be given for military service or job related experience as mutually agreed upon.

18.2.2 Any teacher employed to fill a position of a teacher on leave where said leave is expected to exceed ninety (90) consecutive teaching days shall be placed on the proper step of the salary schedule with full benefits provided by this agreement.

18.2.3 A teacher must teach ninety (90) days during the school year to receive credit for the year on salary schedule.

18.3 **Professional Improvement and In-Service Education**

18.3.1 Employees will receive credit for additional work taken beyond the bachelor degree which will be applied toward salary increments. Credit will be given for the following hours:

- (1) All graduate hours as determined by the granting institution for an approved program and/or certification in the employee's field. A program plan approved by the college/university must be on file with the District Office.
- (2) Any other hours an employee takes that he/she feels will improve his teaching confidence which have been approved by the Superintendent prior to registration.

18.3.1.1 When the Masters Degree is earned, the teacher is placed on the base column of the Masters schedule at his/her appropriate step. Any graduate credits earned under 18.3.1 (2) beyond the Masters Degree accumulate allowing for movement to the next column.

18.3.2 In-service hours and granting of credits will be made under the following conditions:

- (1) The course must be directly related to the field in which the employee is presently teaching.
- (2) The employee must present written evidence of the completion of the course including a record of satisfactory attendance.
- (3) One credit will be allowed for each twelve (12) hours of class time.
- (4) The Superintendent must approve the granting of credit before presentation to the Board for approval.
- (5) Attendance at workshops during the normal school day will not be credited toward in-service hours.
- (6) After school in-service clock hours at the Alden Teacher Center may accumulate to a maximum of seventy-two (72) class hours or a maximum of six (6) credits per year (with no carryover, except as stated in item (7)) as of September 1, 2000.

- (7) District class time hours may accumulate to blocks of six (6) credits. District designated courses (with prior approval of the Superintendent) given through the Teacher Center will not be limited by item (6).
- (8) The Superintendent of Schools must approve in-service work as being in the same area in order for credit to be granted.
- (9) Reimbursement for expenses will not be a criterion for granting of in-service credit.
- (10) Courses or in-service work needed to be certified or qualified for any position in the District (coaching, etc.) are not granted in-service credit.

18.3.3 Such credits should be paid on Schedule A in blocks of six (6) credits; e.g.,
B1 = Bachelors Schedule Base + 6 credits beyond Bachelors Degree
B2 = Bachelors Schedule Base + 12 credits beyond Bachelors Degree
C1 = Masters Schedule Base + 6 credits beyond Masters Degree
C2 = Masters Schedule Base + 12 credits beyond Masters Degree

18.3.4 When the Masters Degree is earned, the teacher is placed on the base column of the Masters schedule at his/her appropriate step. Any in-service credits earned under 18.3.2 may accumulate, up to 72 hours, allowing for movement to the next column.

ARTICLE 19

FRINGE BENEFITS

19.0 **Health Insurance**

The District will offer the Erie 1 BOCES Health Benefits Plan through the Erie 1 BOCES Health Benefits Plan Trust. In the event that the above mentioned plan is terminated by the provider, the District will secure health insurance coverage comparable to that provided by the aforementioned plan in a timely manner as to ensure no lapse of health insurance coverage for an ATA member.

19.0.1 The District will pay an amount equal to 95% of the premium for coverage for the Erie 1 BOCES Health Benefits Plan Trust. Except where provided for in Section 19.0.2, the District will provide all teachers a single or family plan to choose one or neither. In September of each year, the teacher will receive information on the cost of each plan. The District will notify employees when it conducts Open Enrollment.

19.0.2 When both husband and wife are full-time employees in the District, they will be granted one (1) family benefit as provided in 19.0.1.

19.0.3 When an employee is granted a leave of absence due to personal illness, the District shall pay the rate as set forth in Section 19.0.1 for a period of five (5) months commencing from the date permission is granted by the Board.

19.0.4 In the event an employee of the bargaining unit elects not to enroll in the health plan as provided in the Article for an entire year (September 1 - August 31), the District shall pay \$1,000 to be added in the employee's last pay of such fiscal year. This applies only to employees who do not have a spouse employed by the District. Those with spouses employed by the District as of June 30, 1993 will receive the current benefit \$500.

19.1 **Life Insurance**

The District will provide at no cost to the employees a Ten Thousand Dollar (\$10,000.00) term life insurance policy.

19.2 **Employee Assistance Program**

The District agrees to provide to all part-time and full-time members of the Association enrollment in the Employee Assistance Program. This membership is at no cost to the individual employee. Materials describing the benefits of the Employee Assistance Program will be provided by the District. Confidentiality is provided to everyone who utilizes the program, except in cases of child abuse, a significant threat to the safety and well-being of self or others and other applicable state and federal laws or unless an approved release has been signed authorizing

specific information to be released.

19.3 **Health Care Reimbursement Plan (IRC §105h)**

The District agrees to contribute \$475 per full-time equivalent teacher per fiscal year to an IRC §105h account to be established for each unit member. Each employee shall contribute one dollar (\$1.00) per month (\$12.00 per year) towards the administrative costs incurred by the District for the §105h Plan.

19.3.1 An employee may use the amount deposited in the §105h plan on his/her behalf for reimbursement of any unreimbursed medical expense pursuant to IRS regulations as determined by the plan administrator.

19.3.2 Any amount of money remaining at the end of a plan year shall be rolled over to the credit of the employee for the ensuing plan year, provided, however, that any amount credited to an employee who leaves employment with Alden Central School District for any reason other than by retirement under the provisions of the NYS Teachers' Retirement System shall revert to the District as of the date of termination of employment. The District shall pay the balance of any money credited to an employee whose employment is terminated by retirement under the provisions of the NYS Teachers' Retirement System within 60 days of the effective date of retirement.

19.3.3 The District shall select the §105h plan administrator. If at any time in the future, the District changes the plan administrator with a resulting decrease in the annual administration fee for each participant, the savings from the change in plan administrators shall be shared equally between the District and employees covered by the plan.

**ARTICLE 20
MISCELLANEOUS**

20.0 **Duration of Agreement**

The term of this Agreement shall be from July 1, 2008 through June 30, 2012 once signed by the President of the Association and the Superintendent of the District.

20.1 **Savings Provision**

If, at any time during the life of this Agreement, any term or provision of the Agreement is in conflict with any Federal or State law, such term or provision, as originally embodied in this Agreement, shall continue in effect only to the extent permitted by such law, provided that such articles or parts of articles cannot be amended to be applied and valid under Federal and/or State laws. If, at any time thereafter, such term or provision is no longer in conflict with any State or Federal law, such term or provision, as originally embodied in the Agreement, shall be

restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

20.2

LEGISLATIVE APPROVAL

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.

MEMORANDUM OF AGREEMENT

The Alden Central School District (“District,” hereafter), by its Superintendent of Schools (“Superintendent,” hereafter) and the Alden Teachers’ Association (“Association,” hereafter), by its President, each for good and valuable consideration, hereby agree as follows:

The terms and conditions of employment as Attendance Officer shall continue to apply to Sandra Wilhoff for so long as she is annually re-appointed as attendance officer by the Board of Education. When Sandra Wilhoff is no longer appointed to serve in the title of Attendance Officer, the position shall be deemed removed from the bargaining unit.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement the _____ day of _____, 2009.

Alden Central School District

Alden Teachers’ Association

Lynn Marie Fusco,
Superintendent

Gerald Wild II,
President

ADDENDUM (SUMMER SCHOOL)

1. The District will determine the number and types of positions that exist for summer school annually. The positions will take into account the needs of the student population and will reflect the District's overall education plans.
2. The summer school work period shall be represented by a three (3) hour instructional period except at the Erie County Correctional Facility. Staff members will be prepared for teaching upon the start of the instructional period and also will be responsible for registration, course preparation, tests, examinations, and necessary state and local reports upon completion of the course.
3. Scheduling for the summer school shall be determined by the District.
4. Each year, current staff members will have preference for all summer school positions. Vacancies will be conspicuously posted in the District's schools as soon as the need for instructional programs has been determined. Staff members who have previously indicated an interest in applying for summer school positions will be contacted to determine the interest in a specific position. If current staff members of the District are not sufficient in numbers to fill all positions, the District may seek appropriate qualified, certified teachers elsewhere.
5. When the District runs the summer school through BOCES, Alden teachers will be notified through the usual posting process. The District will make every effort to see that Alden teachers, where otherwise not prohibited by BOCES, be given the right of first refusal regarding classes to be offered to Alden students. The responsibility for the final selection of teachers will be with BOCES.
6. Each summer school teacher will be granted one paid sick leave day for the summer session. If the day is unused at the end of the session, it will be paid out in the last of the summer pay checks.
7. In the event of illness or injury to a summer school teacher, the class should not be without a substitute for more than two (2) days.
8. Salary for summer school will be based on an assumption that a teacher has a three (3) hour per day assignment for a full six (6) week summer program. Other positions will have salary pro-rated upon this basis. The salary structure is as follows:

Alden Experience	B	M
0-10	\$2,416.00	\$2,529.00
11-20	\$2,529.00	\$2,641.00
21 +	\$2,641.00	\$2,754.00

9. Reasonable class size will be maintained.

SUBSCRIPTION

The parties, by their authorized representatives, have duly executed and accepted this Agreement on the _____th day of _____ at Alden, New York.

ALDEN CENTRAL SCHOOL DISTRICT

ALDEN TEACHERS' ASSOCIATION

By _____
Lynn Marie Fusco,
Superintendent

By _____
Gerald Wild II,
President

Bachelors Schedule A 2008 – 2009 School Year

STEP	BASE	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8
1	32,050	32,337	32,624	32,911	33,198	33,485	33,772	34,059	34,346
2	33,900	34,187	34,474	34,761	35,048	35,335	35,622	35,909	36,196
3	35,750	36,037	36,324	36,611	36,898	37,185	37,472	37,759	38,046
4	37,600	37,887	38,174	38,461	38,748	39,035	39,322	39,609	39,896
5	39,450	39,737	40,024	40,311	40,598	40,885	41,172	41,459	41,746
6	41,300	41,587	41,874	42,161	42,448	42,735	43,022	43,309	43,596
7	43,150	43,437	43,724	44,011	44,298	44,585	44,872	45,159	45,446
8	45,000	45,287	45,574	45,861	46,148	46,435	46,722	47,009	47,296
9	46,850	47,137	47,424	47,711	47,998	48,285	48,572	48,859	49,146
10	48,700	48,987	49,274	49,561	49,848	50,135	50,422	50,709	50,996
11	50,550	50,837	51,124	51,411	51,698	51,985	52,272	52,559	52,846
12	52,400	52,687	52,974	53,261	53,548	53,835	54,122	54,409	54,696
13	54,250	54,537	54,824	55,111	55,398	55,685	55,972	56,259	56,546
14	56,100	56,387	56,674	56,961	57,248	57,535	57,822	58,109	58,396
15	57,950	58,237	58,524	58,811	59,098	59,385	59,672	59,959	60,246
**16	70,002	70,527	71,053	71,578	72,103	72,629	73,154	73,680	74,205
**21	78,778	79,303	79,829	80,354	80,879	81,405	81,930	82,456	82,981

** 2.8% used to calculate CPI

Bachelors Schedule A 2009– 2010 School Year

STEP	BASE	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8
1	32,050	32,337	32,624	32,911	33,198	33,485	33,772	34,059	34,346
2	33,900	34,187	34,474	34,761	35,048	35,335	35,622	35,909	36,196
3	35,750	36,037	36,324	36,611	36,898	37,185	37,472	37,759	38,046
4	37,600	37,887	38,174	38,461	38,748	39,035	39,322	39,609	39,896
5	39,450	39,737	40,024	40,311	40,598	40,885	41,172	41,459	41,746
6	41,300	41,587	41,874	42,161	42,448	42,735	43,022	43,309	43,596
7	43,150	43,437	43,724	44,011	44,298	44,585	44,872	45,159	45,446
8	45,000	45,287	45,574	45,861	46,148	46,435	46,722	47,009	47,296
9	46,850	47,137	47,424	47,711	47,998	48,285	48,572	48,859	49,146
10	48,700	48,987	49,274	49,561	49,848	50,135	50,422	50,709	50,996
11	50,550	50,837	51,124	51,411	51,698	51,985	52,272	52,559	52,846
12	52,400	52,687	52,974	53,261	53,548	53,835	54,122	54,409	54,696
13	54,250	54,537	54,824	55,111	55,398	55,685	55,972	56,259	56,546
14	56,100	56,387	56,674	56,961	57,248	57,535	57,822	58,109	58,396
15	57,950	58,237	58,524	58,811	59,098	59,385	59,672	59,959	60,246
**16	71,752	72,290	72,829	73,367	73,906	74,445	74,983	75,522	76,060
**21	80,747	81,286	81,825	82,363	82,901	83,440	83,978	84,517	85,056

** 2.5% increase for Steps 16 & 21

Bachelors Schedule A 2010– 2011 School Year

STEP	BASE	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8
1	32,250	32,537	32,824	33,111	33,398	33,685	33,972	34,259	34,546
2	34,100	34,387	34,674	34,961	35,248	35,535	35,822	36,109	36,396
3	35,950	36,237	36,524	36,811	37,098	37,385	37,672	37,959	38,246
4	37,800	38,087	38,374	38,661	38,948	39,235	39,522	39,809	40,096
5	39,650	39,937	40,224	40,511	40,798	41,085	41,372	41,659	41,946
6	41,500	41,787	42,074	42,361	42,648	42,935	43,222	43,509	43,796
7	43,350	43,637	43,924	44,211	44,498	44,785	45,072	45,359	45,646
8	45,200	45,487	45,774	46,061	46,348	46,635	46,922	47,209	47,496
9	47,050	47,337	47,624	47,911	48,198	48,485	48,772	49,059	49,346
10	48,900	49,187	49,474	49,761	50,048	50,335	50,622	50,909	51,196
11	50,750	51,037	51,324	51,611	51,898	52,185	52,472	52,759	53,046
12	52,600	52,887	53,174	53,461	53,748	54,035	54,322	54,609	54,896
13	54,450	54,737	55,024	55,311	55,598	55,885	56,172	56,459	56,746
14	56,300	56,587	56,874	57,161	57,448	57,735	58,022	58,309	58,596
15	58,150	58,437	58,724	59,011	59,298	59,585	59,872	60,159	60,446
**16	73,546	74,097	74,650	75,202	75,753	76,306	76,857	77,410	77,962
**21	82,766	83,318	83,870	84,422	84,973	85,526	86,078	86,630	87,182

**** 2.5% increase for Steps 16 & 21**

Bachelors Schedule A 2011– 2012 School Year

STEP	BASE	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8
1	32,250	32,537	32,824	33,111	33,398	33,685	33,972	34,259	34,546
2	34,100	34,387	34,674	34,961	35,248	35,535	35,822	36,109	36,396
3	35,950	36,237	36,524	36,811	37,098	37,385	37,672	37,959	38,246
4	37,800	38,087	38,374	38,661	38,948	39,235	39,522	39,809	40,096
5	39,650	39,937	40,224	40,511	40,798	41,085	41,372	41,659	41,946
6	41,500	41,787	42,074	42,361	42,648	42,935	43,222	43,509	43,796
7	43,350	43,637	43,924	44,211	44,498	44,785	45,072	45,359	45,646
8	45,200	45,487	45,774	46,061	46,348	46,635	46,922	47,209	47,496
9	47,050	47,337	47,624	47,911	48,198	48,485	48,772	49,059	49,346
10	48,900	49,187	49,474	49,761	50,048	50,335	50,622	50,909	51,196
11	50,750	51,037	51,324	51,611	51,898	52,185	52,472	52,759	53,046
12	52,600	52,887	53,174	53,461	53,748	54,035	54,322	54,609	54,896
13	54,450	54,737	55,024	55,311	55,598	55,885	56,172	56,459	56,746
14	56,300	56,587	56,874	57,161	57,448	57,735	58,022	58,309	58,596
15	58,150	58,437	58,724	59,011	59,298	59,585	59,872	60,159	60,446
**16	75,384	75,950	76,516	77,082	77,647	78,213	78,779	79,345	79,911
**21	84,835	85,401	85,967	86,532	87,098	87,664	88,230	88,796	89,361

**** 2.5% increase for Steps 16 & 21**

Masters Schedule A 2008- 2009 School Year

STEP	BASE	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9	C-10
1	34,350	34,637	34,924	35,211	35,498	35,785	36,072	36,359	36,646	36,933	37,220
2	36,424	36,711	36,998	37,285	37,572	37,859	38,146	38,433	38,720	39,007	39,294
3	38,498	38,785	39,072	39,359	39,646	39,933	40,220	40,507	40,794	41,081	41,368
4	40,572	40,859	41,146	41,433	41,720	42,007	42,294	42,581	42,868	43,155	43,442
5	42,646	42,933	43,220	43,507	43,794	44,081	44,368	44,655	44,942	45,229	45,516
6	44,720	45,007	45,294	45,581	45,868	46,155	46,442	46,729	47,016	47,303	47,590
7	46,794	47,081	47,368	47,655	47,942	48,229	48,516	48,803	49,090	49,377	49,664
8	48,868	49,155	49,442	49,729	50,016	50,303	50,590	50,877	51,164	51,451	51,738
9	50,942	51,229	51,516	51,803	52,090	52,377	52,664	52,951	53,238	53,525	53,812
10	53,016	53,303	53,590	53,877	54,164	54,451	54,738	55,025	55,312	55,599	55,886
11	55,090	55,377	55,664	55,951	56,238	56,525	56,812	57,099	57,386	57,673	57,960
12	57,164	57,451	57,738	58,025	58,312	58,599	58,886	59,173	59,460	59,747	60,034
13	59,238	59,525	59,812	60,099	60,386	60,673	60,960	61,247	61,534	61,821	62,108
14	61,312	61,599	61,886	62,173	62,460	62,747	63,034	63,321	63,608	63,895	64,182
15	63,386	63,673	63,960	64,247	64,534	64,821	65,108	65,395	65,682	65,969	66,256
**16	76,627	77,152	77,678	78,203	78,728	79,254	79,779	80,305	80,830	81,355	81,881
**21	88,025	88,551	89,076	89,601	90,127	90,652	91,177	91,703	92,228	92,754	93,279

2.8% used to calculate CPI

Masters Schedule A 2009- 2010 School Year

STEP	BASE	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9	C-10
1	34,350	34,637	34,924	35,211	35,498	35,785	36,072	36,359	36,646	36,933	37,220
2	36,424	36,711	36,998	37,285	37,572	37,859	38,146	38,433	38,720	39,007	39,294
3	38,498	38,785	39,072	39,359	39,646	39,933	40,220	40,507	40,794	41,081	41,368
4	40,572	40,859	41,146	41,433	41,720	42,007	42,294	42,581	42,868	43,155	43,442
5	42,646	42,933	43,220	43,507	43,794	44,081	44,368	44,655	44,942	45,229	45,516
6	44,720	45,007	45,294	45,581	45,868	46,155	46,442	46,729	47,016	47,303	47,590
7	46,794	47,081	47,368	47,655	47,942	48,229	48,516	48,803	49,090	49,377	49,664
8	48,868	49,155	49,442	49,729	50,016	50,303	50,590	50,877	51,164	51,451	51,738
9	50,942	51,229	51,516	51,803	52,090	52,377	52,664	52,951	53,238	53,525	53,812
10	53,016	53,303	53,590	53,877	54,164	54,451	54,738	55,025	55,312	55,599	55,886
11	55,090	55,377	55,664	55,951	56,238	56,525	56,812	57,099	57,386	57,673	57,960
12	57,164	57,451	57,738	58,025	58,312	58,599	58,886	59,173	59,460	59,747	60,034
13	59,238	59,525	59,812	60,099	60,386	60,673	60,960	61,247	61,534	61,821	62,108
14	61,312	61,599	61,886	62,173	62,460	62,747	63,034	63,321	63,608	63,895	64,182
15	63,386	63,673	63,960	64,247	64,534	64,821	65,108	65,395	65,682	65,969	66,256
**16	78,543	79,081	79,620	80,158	80,696	81,235	81,773	82,313	82,851	83,389	83,928
**21	90,226	90,765	91,303	91,841	92,380	92,918	93,456	93,996	94,534	95,073	95,611

2.5% increase for Steps 16 & 21

Masters Schedule A 2010- 2011 School Year

STEP	BASE	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9	C-10
1	34,550	34,837	35,124	35,411	35,698	35,985	36,272	36,559	36,846	37,133	37,420
2	36,624	36,911	37,198	37,485	37,772	38,059	38,346	38,633	38,920	39,207	39,494
3	38,698	38,985	39,272	39,559	39,846	40,133	40,420	40,707	40,994	41,281	41,568
4	40,772	41,059	41,346	41,633	41,920	42,207	42,494	42,781	43,068	43,355	43,642
5	42,846	43,133	43,420	43,707	43,994	44,281	44,568	44,855	45,142	45,429	45,716
6	44,920	45,207	45,494	45,781	46,068	46,355	46,642	46,929	47,216	47,503	47,790
7	46,994	47,281	47,568	47,855	48,142	48,429	48,716	49,003	49,290	49,577	49,864
8	49,068	49,355	49,642	49,929	50,216	50,503	50,790	51,077	51,364	51,651	51,938
9	51,142	51,429	51,716	52,003	52,290	52,577	52,864	53,151	53,438	53,725	54,012
10	53,216	53,503	53,790	54,077	54,364	54,651	54,938	55,225	55,512	55,799	56,086
11	55,290	55,577	55,864	56,151	56,438	56,725	57,012	57,299	57,586	57,873	58,160
12	57,364	57,651	57,938	58,225	58,512	58,799	59,086	59,373	59,660	59,947	60,234
13	59,438	59,725	60,012	60,299	60,586	60,873	61,160	61,447	61,734	62,021	62,308
14	61,512	61,799	62,086	62,373	62,660	62,947	63,234	63,521	63,808	64,095	64,382
15	63,586	63,873	64,160	64,447	64,734	65,021	65,308	65,595	65,882	66,169	66,456
**16	80,506	81,058	81,610	82,162	82,714	83,266	83,818	84,370	84,922	85,474	86,026
**21	92,481	93,034	93,585	94,137	94,690	95,241	95,793	96,345	96,897	97,450	98,001

2.5% increase for Steps 16 & 21

Masters Schedule A 2011- 2012 School Year

STEP	BASE	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9	C-10
1	34,550	34,837	35,124	35,411	35,698	35,985	36,272	36,559	36,846	37,133	37,420
2	36,624	36,911	37,198	37,485	37,772	38,059	38,346	38,633	38,920	39,207	39,494
3	38,698	38,985	39,272	39,559	39,846	40,133	40,420	40,707	40,994	41,281	41,568
4	40,772	41,059	41,346	41,633	41,920	42,207	42,494	42,781	43,068	43,355	43,642
5	42,846	43,133	43,420	43,707	43,994	44,281	44,568	44,855	45,142	45,429	45,716
6	44,920	45,207	45,494	45,781	46,068	46,355	46,642	46,929	47,216	47,503	47,790
7	46,994	47,281	47,568	47,855	48,142	48,429	48,716	49,003	49,290	49,577	49,864
8	49,068	49,355	49,642	49,929	50,216	50,503	50,790	51,077	51,364	51,651	51,938
9	51,142	51,429	51,716	52,003	52,290	52,577	52,864	53,151	53,438	53,725	54,012
10	53,216	53,503	53,790	54,077	54,364	54,651	54,938	55,225	55,512	55,799	56,086
11	55,290	55,577	55,864	56,151	56,438	56,725	57,012	57,299	57,586	57,873	58,160
12	57,364	57,651	57,938	58,225	58,512	58,799	59,086	59,373	59,660	59,947	60,234
13	59,438	59,725	60,012	60,299	60,586	60,873	61,160	61,447	61,734	62,021	62,308
14	61,512	61,799	62,086	62,373	62,660	62,947	63,234	63,521	63,808	64,095	64,382
15	63,586	63,873	64,160	64,447	64,734	65,021	65,308	65,595	65,882	66,169	66,456
**16	82,519	83,084	83,651	84,216	84,781	85,348	85,913	86,480	87,045	87,610	88,177
**21	94,793	95,360	95,925	96,490	97,057	97,622	98,188	98,754	99,319	99,886	100,451

2.5% increase for Steps 16 & 21

MEMORANDUM OF AGREEMENT

Steps 1 – 15 Stipend - For the duration of this contract \$250 as a stipend off-schedule for members on steps 1 through 15. This stipend will be paid throughout the school year along with the member's regular salary.

Tenure Bonus - \$1,600 – For the duration of this contract a one-time bonus to be awarded off-schedule at the beginning of the effective year of the tenure appointment. This stipend will be paid in October of the effective year **OR** by the 3rd payroll after the effective date, if the appointment occurs during the school year.

Step 6 Stipend – For the duration of this contract \$250 as a one-time stipend to be awarded off-schedule to members on Step 6. This stipend will be paid throughout the school year along with the member's regular salary.

Step 10 – 15 Stipend – For the duration of this contract \$250 as a stipend to be awarded off-schedule to members on steps 10, 11, 12, 13, 14, 15. This stipend will be paid throughout the school year along with the member's regular salary.

Step 16 Longevity Stipend – For the duration of this contract \$900 as an annual stipend, beginning in the second year that a member is on step 16. This stipend will be paid throughout the school year along with the member's regular salary.

ALDEN CENTRAL SCHOOL DISTRICT

ALDEN TEACHERS' ASSOCIATION

Lynn Marie Fusco
Superintendent

Gerald Wild II,
President
Alden Teachers' Association

**SCHEDULE B
EXTRA CURRICULAR SALARIES**

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Freshmen Class	\$ 560	\$ 560	\$ 571	\$ 583
Sophomore Class	888	888	906	924
Junior Class	1,576	1,576	1,608	1,640
Senior Class	2,313	2,313	2,359	2,406
Aerobic Club	560	560	571	583
Art Club Advisor	560	560	571	583
Athletic Association	560	560	571	583
AV Club & Stage Coordinator	1,006	1,006	1,026	1,047
Color Guard	560	560	571	583
Cooking Club	560	560	571	583
Creative Writing Workshop	560	560	571	583
Drama Director HS	2,000	2,000	2,040	2,081
Drama Costume Director HS	457	457	466	475
Drama Technical Director HS	802	802	818	834
Future Business Leaders Club	560	560	571	583
Future Teachers	560	560	571	583
H.E.L.P.	560	560	571	583
High School French	560	560	571	583
High School Spanish	560	560	571	583
High School Yearbook	2,584	2,584	2,636	2,688
It's Academic	888	888	906	924
Key Club	560	560	571	583
Marching Band Director	2,415	2,415	2,463	2,513
Middle School Arts & Crafts	560	560	571	583
Middle School Bookstore	560	560	571	583
Middle School Computer Club	560	560	571	583
Middle School Drama Club	560	560	571	583
Middle School French Club	560	560	571	583
Middle School Health Club	560	560	571	583
Middle School Spanish Club	560	560	571	583
Middle School Yearbook	888	888	906	924
Middle School Student Council	1,644	1,644	1,677	1,710
Musical Director HS	2,000	2,000	2,040	2,081
Musical Choreographer HS	1,143	1,143	1,166	1,189
Musical Pit Band Director HS	800	800	816	832
Musical Costume Director HS	800	800	816	832
Musical Technical Director HS	800	800	816	832
Musical Director MS	2,000	2,000	2,040	2,081

**SCHEDULE B (Cont.)
EXTRA CURRICULAR SALARIES**

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Musical Assistant MS	\$ 1,028	\$ 1,028	\$ 1,049	\$ 1,070
Musical Costume Director MS	800	800	816	832
Musical Technical Director MS	800	800	816	832
National Honor Society	560	560	571	583
National Junior Honor Society	560	560	571	583
Newspaper	1,065	1,065	1,086	1,108
Political Science Club	560	560	571	583
SADD	560	560	571	583
Rocketry Club	560	560	571	583
Science Olympiad	560	560	571	583
Running Club	560	560	571	583
Science Club	560	560	571	583
Student Congress 1 Leadership	1,000	1,000	1,020	1,040
Student Congress 2 Peer Wellness	1,000	1,000	1,020	1,040
Student Congress 3 Community Service	1,000	1,000	1,020	1,040
Student Congress 4 Spirit	2,584	2,584	2,636	2,688
Theater Club	560	560	571	583
Writers of the World	560	560	571	583
Youth Against Cancer	560	560	571	583
Youth Court	1,006	1,006	1,026	1,047
Youth to Youth	560	560	571	583

Schedule B shall go into effect as of July 1, 2008 and shall remain in effect through June 30, 2012.

SCHEDULE C
COACHES' SALARY SCHEDULE
July 1, 2008- June 30, 2012

	<u>2008 – 2009</u>		<u>2009-10</u>	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>
Baseball	\$ 4,139	\$ 4,596	\$ 4,139	\$ 4,596
Baseball (J.V.)	2,908	3,229	2,908	3,229
Basketball (Varsity Boys)	5,136	5,705	5,136	5,705
Basketball (J.V. Boys)	3,446	3,821	3,446	3,821
Basketball (Modified Boys)	2,160	2,372	2,160	2,372
Basketball (Varsity Girls)	5,136	5,705	5,136	5,705
Basketball (J.V. Girls)		3,446		3,446
	3,821			
Basketball (Modified Girls)	2,160	2,372	2,160	2,372
Bowling	2,513	2,791	2,513	2,791
Cheerleading Fall (Varsity)	3,269	3,628	3,269	3,628
Cheerleading Fall (J.V.)	2,977	3,305	2,977	3,305
Cheerleading Winter(Varsity)	3,269	3,628	3,269	3,628
Cheerleading Winter(J.V.)	2,977	3,305	2,977	3,305
Cross Country	2,977	3,305	2,977	3,305
Cross Country (Modified)	2,513	2,791	2,513	2,791
Football	5,136	5,705	5,136	5,705
Football Assistant #1	3,888	4,316	3,888	4,316
Football Assistant #2	3,446	3,821	3,446	3,821
Football Assistant #3	3,325	3,694	3,325	3,694
Football Assistant #4	3,280	3,641	3,280	3,641
Football Assistant #5	3,208	3,564	3,208	3,564
Football Assistant #6***	3,103	3,447	3,103	3,447
Golf	2,513	2,791	2,513	2,791
Rifle	3,606	4,005	3,606	4,005
Soccer (Boys)	3,895	4,316	3,895	4,316
Soccer (J.V. Boys)	2,977	3,305	2,977	3,305
Soccer (Modified Boys)	2,908	3,229	2,908	3,229
Soccer (Girls)	3,895	4,316	3,895	4,316
Soccer (J.V. Girls)	2,977	3,305	2,977	3,305
Soccer (Modified Girls)	2,908	3,229	2,908	3,229
Softball	4,139	4,596	4,139	4,596
Softball (J.V.)	2,908	3,229	2,908	3,229
Softball (Modified Girls)	2,746	3,051	2,746	3,051
Swimming (Boys)	4,718	5,234	4,718	5,234
Swimming (Girls)	3,208	3,564	3,208	3,564

**SCHEDULE C (Cont.)
COACHES' SALARY SCHEDULE**

	<u>2008 – 2009</u>		<u>2009 - 10</u>	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>
Swimming Assistant #1***(Boys)	\$ 3,219	\$ 3,548	\$ 3,219	\$ 3,548
Swimming Assistant #1***(Girls)	2,138	2,351	2,138	2,351
Swimming Modified	2,160	2,372	2,160	2,372
Tennis (Boys)	2,908	3,229	2,908	3,229
Tennis (Girls)	2,908	3,229	2,908	3,229
Track (Head)	4,139	4,596	4,139	4,596
Track Assistant (Boys)	2,746	3,051	2,746	3,051
Track Assistant (Girls)	2,746	3,051	2,746	3,051
Track Assistant #3***		2,746	3,051	2,746 3,051
Volleyball	3,895	4,315	3,895	4,315
Volleyball (J.V.)	2,976	3,262	2,976	3,262
Volleyball (Modified Girls)	2,908	3,229	2,908	3,229
Wrestling	4,311	4,781	4,311	4,781
Wrestling Assistant #1***	3,219	3,548	3,219	3,548
Wrestling (Modified)	2,160	2,372	2,160	2,372

	<u>2010 – 11</u>		<u>2011 - 12</u>	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>
Baseball	\$ 4,222	\$ 4,688	\$ 4,306	\$ 4,782
Baseball (J.V.)	2,966	3,294	3,025	3,359
Basketball (Varsity Boys)	5,239	5,819	5,343	5,935
Basketball (J.V. Boys)	3,515	3,897	3,585	3,975
Basketball (Modified Boys)	2,203	2,419	2,247	2,468
Basketball (Varsity Girls)	5,239	5,819	5,343	5,935
Basketball (J.V. Girls)		3,515	3,897	3,585
3,975				
Basketball (Modified Girls)	2,203	2,419	2,247	2,468
Bowling	2,563	2,847	2,615	2,904
Cheerleading Fall (Varsity)	3,334	3,701	3,401	3,775
Cheerleading Fall (J.V.)	3,037	3,371	3,097	3,439
Cheerleading Winter(Varsity)	3,334	3,701	3,401	3,775
Cheerleading Winter(J.V.)	3,037	3,371	3,097	3,439
Cross Country	3,037	3,371	3,097	3,439
Cross Country (Modified)	2,563	2,847	2,615	2,904
Football	5,239	5,819	5,343	5,935
Football Assistant #1	3,966	4,402	4,045	4,490
Football Assistant #2	3,515	3,897	3,585	3,975

	<u>2010 – 11</u>		<u>2011-12</u>	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>
Football Assistant #3	\$ 3,392	\$ 3,768	\$ 3,459	\$ 3,843
Football Assistant #4	3,346	3,714	3,413	3,788
Football Assistant #5	3,272	3,635	3,338	3,708
Football Assistant #6***	3,165	3,516	3,228	3,586
Golf	2,563	2,847	2,615	2,904
Rifle	3,678	4,085	3,752	4,167
Soccer (Boys)	3,973	4,402	4,052	4,490
Soccer (J.V. Boys)	3,037	3,371	3,097	3,439
Soccer (Modified Boys)	2,966	3,294	3,025	3,359
Soccer (Girls)	3,973	4,402	4,052	4,490
Soccer (J.V. Girls)	3,037	3,371	3,097	3,439
Soccer (Modified Girls)	2,966	3,294	3,025	3,359
Softball	4,222	4,688	4,306	4,782
Softball (J.V.)	2,966	3,294	3,025	3,359
Softball (Modified Girls)	2,801	3,112	2,857	3,174
Swimming (Boys)	4,812	5,339	4,909	5,445
Swimming (Girls)	3,272	3,635	3,338	3,708
Swimming Assistant #1***(Boys)	3,283	3,619	3,349	3,691
Swimming Assistant #1***(Girls)	2,181	2,398	2,224	2,446
Swimming Modified	2,203	2,419	2,247	2,468
Tennis (Boys)	2,966	3,294	3,025	3,359
Tennis (Girls)	2,966	3,294	3,025	3,359
Track (Head)	4,222	4,688	4,306	4,782
Track Assistant (Boys)	2,801	3,112	2,857	3,174
Track Assistant (Girls)	2,801	3,112	2,857	3,174
Track Assistant #3***		2,801	3,112	2,857
Volleyball	3,973	4,401	4,052	4,489
Volleyball (J.V.)	3,036	3,327	3,096	3,394
Volleyball (Modified Girls)	2,966	3,294	3,025	3,359
Wrestling	4,397	4,877	4,485	4,974
Wrestling Assistant #1***	3,283	3,619	3,349	3,691
Wrestling (Modified)	2,203	2,419	2,247	2,468

All experience must be Alden Central School experience. Persons without Alden experience will be placed on Step 1.

*** Preseason sign-ups will determine the need for the following coaching positions. Each sport will have a minimum number of students to determine the need for the extra position year to year.

Football Assistant #6	84 or more students
Track Assistant #3	50 or more students
Wrestling Assistant #1	24 or more students

Swimming Assistant #1 24 or more students
SCHEDULE D

DEPARTMENT AND GRADE LEVEL CHAIRPERSONS

DEPARTMENT CHAIRPERSONS

2008-2012

\$925 plus \$235
for each teacher
in department

GRADE LEVEL CHAIRPERSONS

2008-2012

\$925 plus \$235
for each teacher
in department

Schedule D shall go into effect as of July 1, 2008 and shall remain in effect through June 30, 2012.

SCHEDULE E

**SCHOOL PSYCHOLOGIST, GUIDANCE COUNSELOR, AND
TEACHER ON SPECIAL ASSIGNMENT SALARY SCHEDULE**

2008-2012

These positions shall be compensated at the following rates:

1.05 times a teacher's salary for a ten-month year if hired prior to July 1, 1996.

1.00 times a teacher's salary for a ten-month year if hired after July 1, 1996.

1.15 times a teacher's salary for an eleven-month year.

1.25 times a teacher's salary for a twelve-month year.

Illustration: Base according to schedule, plus (0.05, 0.15 or 0.25) of step not to exceed Step 15 = Salary.

For those individuals hired after July 1, 1996, there shall be no 0.05 adjustment.

SCHEDULE F
SUPERVISORS OF ATTENDANCE

1. Supervisors of Attendance will receive one-third (1/3) of the Bachelor's column salary schedule as salary during 2008-2012. Prior teaching experience and credit beyond the Bachelor's Degree will not be recognized for this position. Prior experience in the position of Supervisor of Attendance in the Alden Central School District will be recognized for step placement.
2. Supervisors of Attendance will be eligible for health insurance benefits under Article 19 as part-time elementary teachers.
3. Supervisors of Attendance will receive six (6) sick leave days annually. These days may accumulate to a maximum of thirty (30).
4. Supervisors of Attendance will receive one (1) personal leave day annually.
5. The schedule for Supervisors of Attendance shall not exceed one-half (1/2) of a teacher's work day.

**SCHEDULE G
SCHOOL NURSE**

- A. School Nurses provide health services as outlined in the district job description.
- B. Work day (full-time): 40 hours per week inclusive of a daily 30 minute lunch period. The workday for nurses will be continuous and no combination of part-time nurses will be used to eliminate a full-time position.
- C. Work day (part-time): School Nurses hired part-time will have benefits prorated under the following guideline:
 $X/40 + .125$ where x=number of hours scheduled. The School Nurse receives full benefits at 35 hours or greater. At no time will the School Nurse receive greater than 100% benefits.
- D. Salary is determined by the following:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Years 1-3	\$26,700	\$26,700	\$27,300	\$27,300
Years 4-6	\$28,700	\$28,700	\$29,300	\$29,300
Years 7-9	\$30,700	\$30,700	\$31,300	\$31,300
Years 10-12	\$32,700	\$32,700	\$33,300	\$33,300
Years 13+	\$34,700	\$34,700	\$35,300	\$35,300

Current School Nurses will be placed according to Alden experience in full years. New hires will be placed as determined by the superintendent. Prorating will be identified by Part C above.

In addition, a School Nurse with a Masters Degree determined by the Superintendent to be pertinent to the position will receive \$1,000.00 annually.

- E. The School Nurse is covered by all Articles of the current bargaining agreement with the exceptions of 15.9 (Sabbatical).
- F. Within one month of completion of the equivalent of six graduate credits the School Nurse will submit a request to the District for remuneration. The credits must have been previously approved by the Superintendent unless the credits are towards a Masters Degree as determined by the granting institution in the School Nurse's field in which case no pre-approval is necessary. Upon receipt of this request and the transcript indicating the awarding of the credits, the district will pay the employee a one-time lump sum check of \$1,000.00 within thirty days of district receipt. Teacher Center in-service hours (as per Article 18.3.2) will apply with prior approval of the superintendent.
- G. In the event that the School Nurse works outside the regular teacher work year, the School Nurse will be remunerated at the per diem rate of 1/200 of salary step as listed on Schedule A,

Bachelors, in the school year in which the hours are worked.

Memorandum of Agreement Concerning Evaluation

The Alden Central School District (“District,” hereafter), by its Superintendent of Schools (“Superintendent,” hereafter) and the Alden Teachers’ Association (“Association,” hereafter), by its President, each for good and valuable consideration, hereby agree as follows:

1. The District has determined to conduct annual performance evaluations of members of the support staff including nurses who are members of the Association. Additional evaluations will be conducted for probationary employees and those employees who have areas in need of improvement. The parties have agreed on certain procedures to be followed in the evaluation process and desire to confirm those procedures in this memorandum of agreement.
2. This agreement is not intended to constitute a waiver of authority of the District to determine the standards or criteria for evaluations or to decide which supervisory employees shall conduct the nurse evaluations.
3. Attached hereto is a copy of the Alden Central School District Support Staff Evaluation form that will be used in the nurse evaluation process.
4. The attached evaluation form identifies 10 criteria upon which each employee will be evaluated that have been established by the Superintendent and sanctioned by the Board.
5. The attached evaluation form identifies five factors for each criterion for the evaluation of employee performance that have been established by the Superintendent and sanctioned by the Board.
6. The parties agree that each appraiser shall be familiar with the duties and responsibilities of the evaluated employee’s position and shall be familiar with the performance level definitions for each factor for the employee’s job title.
7. Every employee shall meet with the appraiser to review the completed evaluation form. The parties agree that the evaluation form shall be completed in advance of the conference to review the evaluation. The appraiser shall make a written comment in the space provided or on a separate attached sheet for any criterion for which the employee is rated as “Below Standard” or “Unsatisfactory.”
8. Typically, as part of the evaluation process, the employee and the appraiser shall establish goals for the improvement of performance. However, if the appraiser and the employee cannot agree on goals, the appraiser shall establish goals for the improvement of employee performance. In either event, goals shall be written on the evaluation form. If goals are established by the appraiser, that shall be noted in writing on the evaluation form.

9. The appraiser and the employee shall sign and date the evaluation form. The employee's signature indicates that the employee and the supervisor have met and discussed the evaluation. The signature does not necessarily signify agreement by the employee with the contents of the evaluation.
10. A copy of the completed signed evaluation form shall be provided to the employee and a copy shall be placed in the employee's personnel file. The employee may, but is not required to submit a written response to the evaluation or to any part thereof. If submitted, the response shall be included in the employee's personnel file and attached to the evaluation form.
11. The parties agree that the Association on behalf of the Nurses may request that the Superintendent or her designee reviews the process with the nurses. Any agreed upon change will be reflected in a revised memorandum of agreement.

12. IN WITNESS WHEREOF, the parties have executed this memorandum of agreement the day of _____, 2009.

Alden Central School District

By: Lynn Marie Fusco, Superintendent

Alden Central Employees' Association

By: Gerald Wild, II, President

**SCHEDULE H
OCCUPATIONAL THERAPIST
(REGISTERED)**

- A. Occupational Therapists evaluate students, supervise COTA's, consult with parents and educators.
- B. Work day (full time): eight (8) hours per day and 40 hours per week.
- C. A part-time schedule will be fractions of 40 hours per week rounded to the nearest half hour.
- D. Minimum hours per week for the school year will be determined prior to September 1 of that school year. Hours may be increased during the school year as needed. The District must notify the OTR in writing at least two weeks in advance of increasing hours per week unless otherwise agreed to. Hours will not be decreased during the school year lower than the September minimum without a minimum of thirty (30) days notice. The OTR will coordinate work hours during the school week with the superintendent or his/her designee. Travel time within the district will be inclusive of these hours.
- E. Salary will be determined by the placement of teachers' Schedule A, Bachelors Steps 1-15 inclusive. Prorating will be identified by Part C of Schedule H above. An OTR with a Master's Degree determined by the superintendent to be pertinent to the position will receive an annual stipend of \$1,000.00 in addition to the step indicated in teachers' Schedule A. OTRs, both full and part-time, will move up the schedule the same as other members of the bargaining unit.
- F. Within one month of completion of the equivalent of six graduate credits, the employee will submit a request to the District for payment. The credits must be previously approved by the superintendent unless the credits are towards a Masters Degree as determined by the granting institution in the employee's field. Upon receipt of this request and the transcript indicating the awarding of the credits, the District will pay the employee a prorated lump sum check of \$1,000.00 within thirty (30) days. Teacher Center in-service hours (as per Article 18.3.2) will apply with prior approval of the superintendent. Part-time employees shall be entitled to a prorated payment.
- G. The OTR will be notified prior to April 1 if services are not required the next school year.
- H. Benefits will be prorated under the following guidelines:
 $X/40 + .125$ where x =number of hours scheduled. The OTR receives full benefits at thirty-five (35) hours or greater. At no time will the OTR receive greater than 100% benefits.
- I. In the event that the OTR works outside the regular teacher work year, the OTR will be granted the per diem rate of 1/200 of salary step as listed on teachers' Schedule A in the

school year in which the hours are worked.

- J. The OTR will be covered by all sections of the current bargaining agreement except Article 15.9 (sabbatical).
- K. Schedule H will go into effect as of July 1, 1999. OTRs hired from that date will receive all salary and benefits due them.

SCHEDULE I

CONTRACT PROVISIONS APPLICABLE TO TEACHER ASSISTANTS

No sections of this agreement related to benefits of employment are applicable to teacher assistants unless contained in this Memorandum of Agreement as listed.

Articles in this agreement which apply in their entirety to teacher assistants are:

Articles 1-3, 4.2-4.12, 4.14-4.15, 4.18, 5.0-5.5, 6.0-6.1.2, 6.3, 6.5-6.7, 7.0-10.1, 12.1, 13.0, 15.0-15.0.9, 15.2-15.3.5, 15.5-15.6.3, 15.8, 16.0-16.4, 17.0-17.2, 19-19.3.3, 20.0-20.2

1. Article 11 will read: Promotions and voluntary transfers shall be filled with qualified personnel from within the District whenever and wherever possible. Requests for promotions and voluntary transfers shall be made in writing and to the immediate supervisor. In the event the District determines that two or more persons within the bargaining unit are equally qualified, District seniority shall govern. Involuntary transfers shall be filled with qualified personnel from within the District whenever and wherever possible. In the event the District determines that two (2) or more employees within the same job classification are equally qualified, District seniority shall govern.

2. Article 18.0 salary will read: Salaries for Teacher Assistants will be 60% of the existing teacher salaries for BA Step 1 – BA Step 5.

Teachers Assistants salaries for the 2008-2012 school years are:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Step 1 -	\$19,230	\$19,230	\$19,350	\$19,350
Step 2 -	\$20,340	\$20,340	\$20,460	\$20,460
Step 3 -	\$21,450	\$21,450	\$21,570	\$21,570
Step 4 -	\$22,560	\$22,560	\$22,680	\$22,680
Step 5 -	\$23,670	\$23,670	\$23,790	\$23,790

For the duration of this contract, \$250 as a stipend off-schedule for members on steps 1 through 5. This stipend will be paid throughout the school year along with the member's regular salary.

3. Article 18.3.2. – Professional Improvement and In-Service Education will apply to teacher assistants only after they receive tenure.

No. 6 shall read: Maximum of thirty-six (36) hours.

All Articles, conditions, and terms shall remain the same commensurate with ATA Contract for 2008-2012 for the Collective Bargaining Unit known as the Alden Teachers' Association as they pertain to teacher assistants.