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AGREEMENT BETWEEN
SCHROON LAKE CENTRAL SCHOOL BOARD
AND
SCHROON LAKE CENTRAL SCHOOL TEACHERS' ASSOCIATION
LOCAL 2994, NYSUT, AFT, AFL-CIO
EFFECTIVE
JULY 1, 2004 THROUGH JUNE 30, 2007

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

28

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ARTICLE I
RECOGNITION

In accordance with the provisions of the Public Employees' Fair Employment Act (Chapter 392 of the Laws of 1967, Article 14 of the Civil Service Law), the Schroon Lake Central School Board of Education, having determined that the Schroon Lake Central School Teachers' Association does represent the majority of the professional teaching employees and teaching assistants, and school nurses in the School District, and having recognized the Association as the exclusive negotiating agent for all these employees of the District, does enter into this agreement between the School Board of Schroon Lake Central School (hereinafter referred to as the "Board") and the Schroon Lake Central School Teachers' Association (hereinafter referred to as the "Association").

ARTICLE II

GRIEVANCE PROCEDURE

Section A - Declaration of Purpose

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

Section B - Definitions

1. A Grievance:
 - a. A Type I Grievance - A claim by any unit member or members in a negotiating unit based on any alleged violation of the terms of this agreement.
 - b. A Type II Grievance - A claim by any unit member(s) in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulation having the force of law, this agreement, policies, rules, bylaws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and administration.
2. The term Supervisor shall mean any department chairman, principal, assistant principal, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
3. The Chief Executive Officer is the Superintendent of Schools.
4. Association shall mean Schroon Lake Central School Teachers' Association.
5. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance, or on whose behalf a grievance is filed.
6. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
7. Grievance Committee is the committee created and constituted by the Schroon Lake Central School Teachers' Association.

8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.
9. School Days shall be interpreted, for the purposes of this article, to be days when the instructional staff is required to be present. During periods when the instructional staff is not required to be present, and with the mutual consent of the District and the Association, "school days" will be interpreted to be days when the administrative offices are open for regular business.

Section C - Procedures

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for informal decisions at stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.
3. If a grievance affects a group of unit members it may be submitted by the Association directly at Stage 2 described below.
4. The preparation and processing of grievances, insofar as practicable, shall 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.
5. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance to each other.
6. Except as otherwise provided in Stage 1 (§D.5.a. of this Article), an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects, be final, said adjustments shall not create a precedent or ruling binding upon either of the parties of this Agreement in future proceedings.
11. If any provision of this grievance procedure or any application thereof to any member(s) or group of teachers in the negotiation unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
12. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notices of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stage 2, 3 and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two days after the conclusion of hearings at Stages 2, 3, and 4, and advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee and the Board but shall not be deemed a public record.
13. The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any unit member to pursue any other remedies available in any other form.

Section D - Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained except as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the unit member knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failures at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro-rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

a. Stage 1: Supervisor

- 1) A unit member having a grievance will discuss it with his supervisor, either directly or through a representative, with the object of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the unit member submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- 2) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within three (3) school days after written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the unit member, his representative and the Association.

b. Stage 2: Chief Executive Officer

- 1) If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the unit member shall, within five (5) school days, present this grievance to the Association's Grievance Committee for its consideration.
- 2) If the Grievance Committee determines that the unit member has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within fifteen (15) school days after the unit member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- 3) Within ten (10) school days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the unit member and the Grievance Committee or its representative and all other parties in interest.
- 4) The Chief Executive Officer shall render a decision in writing to the unit member, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

c. Stage 3:

- 1) If the unit member and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The Official Grievance Record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.
- 2) Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- 3) Within fifteen (15) school days after conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

d. Stage 4: Arbitration

- 1) After such hearing, if the unit member and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- 2) Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the Public Employment Relations Board or American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the Public Employment Relations Board or the Public Employment Relations Bureau in the selection of an arbitrator.
- 3) The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- 4) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- 5) In Type I grievances, the decisions of the arbitrator shall be binding on both parties. In Type II, the recommendations of the arbitrator shall be advisory.
- 6) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

SCHROON LAKE GRIEVANCE FORM

1. Party Filing Grievance

Date _____

Name: _____

Address: _____

Phone: _____

Represented by: _____

Title: _____

Address: _____

2. Grievance Filed Against

The _____ Board of Education

Address: _____ Phone: _____

3. Cite specific contract items or other agreements, policies, or law which are alleged to have been violated:

4. Give Nature of Grievance; be as specific as possible, including time and place of event causing grievance, identity of party responsible if known, and general statement of the nature of the grievance.

5. Remedy Sought:

GRIEVANT

UNION REPRESENTATIVE

6. Immediate Supervisor Reply:

Date _____

Signed _____

Immediate Supervisor

- Copies to:
- 1) Superintendent
 - 2) Association President
 - 3) Association Grievance Committee
 - 4) Grievant(s)

ARTICLE III
RETIREMENT INCENTIVE COMPENSATION

A. Upon retirement, and subject to the stipulations, limitations, and provisions of the Article, unit members shall be paid a benefit according to the following schedule and conditions:

Article III - Retirement Incentive
Percent of Individual's Final Year's Salary

<u>Days Sick Leave Accumulation</u>	<u>Qualifier</u>					
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
155-180	50%	45%	40%	35%	30%	25%
150-154 ½	47 ½	42 ½	37 ½	32 ½	27 ½	22 ½
145-149 ½	45	40	35	30	25	20
140-144 ½	42 ½	37 ½	32 ½	27 ½	22 ½	17 ½
135-139 ½	40	35	30	25	20	15
130-134 ½	37 ½	32 ½	27 ½	22 ½	17 ½	12 ½
125-129 ½	35	30	25	20	15	10
120-124 ½	32 ½	27 ½	22 ½	17 ½	12 ½	10
115-119 ½	30	25	20	15	10	10
110-114 ½	27 ½	22 ½	17 ½	12 ½	10	10

With fewer than 110 accumulated sick days, unit members will receive the dollar amounts below for each accumulative sick leave day:

<u>Qualifier</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>Amount</u>	\$105	\$90	\$75	\$60	\$45	\$30

Qualifiers:

- A:* 15 years of service or 1st year of eligibility.
- B:* 16 years of service or 2nd year of eligibility.
- C:* 17 years of service or 3rd year of eligibility.
- D:* 18 years of service or 4th year of eligibility.
- E:* 19 years of service or 5th year of eligibility.
- F:* 20 years of service or 6th year of eligibility.

- B. To be eligible for this benefit upon retirement, a unit member must meet the following criteria and stipulations:
1. The member must have completed at least fifteen (15) years of actual and/or credited full-time service in the District by the date the teacher retires.
 2. The member must have an approved retirement from the New York State Teachers Retirement System or New York State Public Employees Retirement System.
 3. The member must provide written notice to the District by the March 1 prior to the District fiscal year in which the teacher intends to retire.
 4. The member must retire between the first (1st) and sixth (6th) year, inclusive, of eligibility for retirement without an early retirement penalty in the New York State Retirement System or between the fifteenth (15th) and twentieth (20th) years, inclusive, of service.
- C. For the purpose of this Article, the following limitations and definitions apply:
1. No benefit will be paid to any teacher who does not meet all the eligibility requirements as stipulated in this Article.
 2. For the purpose of this Article, the "final year's salary" used in these calculations shall refer to the salary schedule for the school year in which the last day of actual service was performed.
 3. The retirement benefit will be paid the unit member in a single lump sum payment on the effective date of retirement; or, at the unit member's option, in two equal payments on December 1 of the calendar year of retirement and on the effective date of retirement.
 4. No benefit will be paid to a member who is not eligible for retirement in the New York State Retirement System on the effective date of retirement.
 5. No benefit will be paid to any unit member whose effective date of retirement occurs either after the sixth (6th) year of eligibility or after twenty (20) years of service, whichever occurs last.
 6. In the event that a member is apparently eligible to receive two (2) levels of benefits, the member will be eligible to receive only the greater of the benefit levels.
 7. "Year of eligibility" is defined as the year in which the affected employee's effective date of retirement takes place in relationship to the eligibility requirements under New York State Retirement System for eligibility to receive a retirement benefit.

ARTICLE IV
LEAVES:
PERSONAL ILLNESS; PERSONAL BUSINESS

A. The duration of the following leaves may be extended at the discretion of the Board. The term "day" as used in these provisions shall be understood to mean "teaching day" or "school day," or any day during the school calendar year the professional staff is required to give professional services.

1. **Personal Illness**

- a. A unit member shall receive twelve (12) paid days of sick leave per year accumulative from year to year. This leave is to cover absence due to illness, injury, disability or medical and dental appointments of the unit member or his/her nuclear family (i.e. spouse, child, mother, father, and siblings). No more than 180 of these days may be used at the time of the unit member's retirement for the retirement incentive compensation in Article III of this contract. No remuneration other than that provided in Article III shall be provided for unused sick days.
- b. A unit member may be required to submit a written statement by his/her doctor in the event of absence from work on four (4) or more consecutive school days.
- c. Sick leave for newly-appointed members will be credited following completion of one full day's work in the school year. Newly-hired members, beginning initial employment in the District after the first day of the school year, will be credited upon completion of one full day's work in the District with the pro-rata number of sick leave days computed to the nearest whole day based upon the remaining months of the school year.

2. **Bereavement Leave**

- a. Five (5) days of paid, non-accumulative leave shall be granted as needed due to death in the immediate family.
- b. Immediate family is defined as husband, wife, father, mother, son, daughter, brother, sister, foster parent, foster child, grandparent, in-law.
- c. In the event of death of a friend or relative other than in the immediate family, the Superintendent may, at his sole discretion, grant up to a maximum of three (3) days leave. The days under this subsection will be deducted from personal days.

3. Personal Days

- a. Four (4) days of absence, for personal reasons, with pay per year will be allowed each unit member upon notification. These days shall be granted when requested in writing two (2) or more school days in advance. In emergencies, the two (2) day advance notice shall be waived.
- b. The unused portion of four (4) personal days shall be accumulative to personal illness leave at the end of the school year.
- c. This leave cannot be taken to extend vacations or holidays (except for extenuating circumstances when the Superintendent may grant approval) or used for gainful employment, or for a type of leave for which provision is made in this Agreement. The basic intent of personal days is to enable unit members to conduct matters which cannot be conducted at times other than during the working day.

4. Jury Duty

- a. Any unit member summoned to Jury Duty shall suffer no loss of pay or benefits from the District.

5. Leaves of Absence

- a. Requests by members for leaves of absence without pay or increment shall be given due consideration by the Board. If deemed a bona fide and reasonable request, it shall be acted upon according to the merits of the particular case. Such leave may be granted for a period not to exceed one year, with additional leave granted at the discretion of the Board. Requests must state the expiration date of the leave of absence.
- b. Employees who wish to return early from leave may request to do so to the Board of Education. The decision rests solely with the Board.
- c. All benefits to which a unit member was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored upon his/her return, and he/she will be assigned to the same position he/she held, or if that position is no longer in existence, to a comparable position. A unit member who returns from such leave will be placed on at least the same level of salary schedule he/she was on when the leave commenced, except that a member having served at least five (5) months shall be credited with a full year's service for salary step purposes.
- d. Periods of unpaid leave shall not be construed as part of the unit member's probationary period.

6. **Representative Assembly and Other Teachers' Association Activities**
 - a. A representative designated by the bargaining unit may attend the NYSUT Representative Assembly and other Teachers' Association activities up to a maximum of eight (8) days without loss of pay, leave time, or other benefits. Notification for such paid absence must be made at least three (3) school days prior to the proposed absence. The District will pay the substitute.

7. **Visitation Days**
 - a. Visitation days may be arranged by mutual agreement between the unit member and Superintendent to provide an opportunity for unit members to observe the work of others, both within and outside the School District, at full pay. Unit members who propose to use a visitation day should make such a request at least five (5) school days prior to the proposed visit. Following the visitation, the unit member must make a written report to other unit members affected and the Superintendent.

8. **Professional Days**
 - a. Unit members may request to attend professional improvement activities such as conferences, workshops, seminars, and clinics without loss of pay or benefits. Such requests will be made three (3) days in advance of the activity and will be granted at the sole discretion of the Superintendent. The District will determine the need for substitute services.
 - b. Remuneration for expenses incurred by a unit member using a professional day shall be made only after submission of a claim form to the Superintendent, with required receipts or vouchers attached. Arrangements for the total amount of reimbursement will be decided at the time of application and approval.
 - c. Each unit member shall submit a written report within ten (10) school days upon return from such professional days, or shall make a presentation to faculty or other appropriate group as agreed between the unit member and the Superintendent. The unit member will be expected to share materials and ideas gained through the professional days with his/her colleagues wherever applicable.

9. **Ad Hoc Sick Leave Bank**
 - a. An Ad Hoc Sick Day Bank will be established to provide sick days from a pool of days to be voluntarily donated by faculty. It will be on an "as needed" basis. The Board of education will not add or match days donated to this sick bank.
 - b. In the event that serious illness or disability causes a bargaining unit member to exhaust his/her current grant of sickness and disability leave and all of his/her cumulative sickness and disability leave, s/he may apply to the Association President for ad hoc sick bank days. Although the request and Committee response may be completed in advance, no sick days from the bank shall be used until all of the member's sickness and disability leave days are actually exhausted.

- c. The request shall be made in writing to the Association President and shall state the reason for the request, the expected date when the member's leave days will be exhausted, the expected date of return, and a statement attesting to the need from a doctor or other licensed health care professional treating the member.
- d. The Association President shall appoint an ad hoc Committee to review the request. If the Committee finds the request to meet the requirements of this Agreement, they shall survey all bargaining unit members with the attached contribution form to be completed by those who voluntarily elect to contribute up to 3 days of their sickness and disability leave days to an ad hoc sick leave bank for the ailing member.
- e. The Committee will deliver the completed forms to the Superintendent and the District.
- f. The ad hoc sick banks shall then be transferred to the unit member, as needed. The Committee may re-survey the membership, as necessary.
- g. Any unused days remaining in the pool shall be returned to contributing members on a pro-rata basis.

 PERMISSION TO TRANSFER SICK LEAVE TO THE AD HOC SICK LEAVE BANK

I hereby authorize the District to deduct _____ (give number of sick days in whole numbers) sick days from my accumulated sick leave and/or current year's grant of sick leave for transfer to the Ad Hoc Sick Leave Bank.

Signed _____

Printed Name _____

Date _____

ARTICLE V
MATERNITY AND CHILD-REARING LEAVES

Leaves of absence related to pregnancy and the birth or adoption of a child shall consist of two parts. One, "Maternity Leave" for a bargaining unit member who is pregnant or has recently given birth, which shall be treated as a disability leave, and is paid leave to the extent sick leave is available to her pursuant to the provisions of Article IV of this agreement. This leave is available for any period of pregnancy related disability. Two, "Child Rearing Leave," for all bargaining unit members, which is an unpaid leave, for the purpose of caring for the bargaining unit member's new born child or newly adopted preschool child, at home.

A. Maternity Leave

1. Maternity leave is the period of time of the unit member's pregnancy-related disability. Such leave will begin on the date the unit member is no longer physically able to work, as determined by her physician, and will end on the date the unit member's physician determines that said unit member is physically able to return to work.
2. The period of time the unit member is absent on this leave will be treated the same as the period of time a unit member is absent for any other physical disability. During such sickness or disability, the bargaining unit member shall, at her option, be entitled to the use of any accrued sick leave.

B. Child-Rearing Leave

1. Child rearing leave is an unpaid leave for the purpose of caring for the unit member's new born or newly adopted pre-school child.
2. Child rearing leave shall be granted for a period of up to one year. Employees who are both the parents of the same child shall only be entitled to a combined total of one (1) year of child rearing leave.
3. Child rearing leave shall be available to male unit members.
4. No seniority, salary or fringe benefits may accrue or be utilized by a unit member on this leave. However, upon return, the unit member shall be reinstated with all seniority and fringe benefits (s)he had prior to the leave. Any unit member serving in his/her position for a least five (5) full months of a school year, shall be credited with a full year's service for salary step purpose.

C. General

1. Bargaining unit members requesting either leave shall give notice of the expected date of the commencement of the leave as soon as reasonably possible, but no later than thirty (30) days prior to the commencement of the leave except in cases of emergency.
2. A unit member taking this leave shall be entitled to return to the member's former position or a similar position, if available. This will not entitle a member to return should an abolition of positions occur which affected the member's employment.
3. Employees who wish to return early from leave may request to do so to the Board of Education. The decision rests solely with the Board.
4. During any period of maternity leave and child rearing leave, insurance benefits shall continue in accordance with the requirements of the Family and Medical Leave Act ("FMLA")
5. Periods of unpaid leave shall not be construed as part of the unit member's probationary period.

ARTICLE VI
SABBATICAL LEAVE

- A. A teacher becomes eligible to apply for a sabbatical after seven (7) years' service in Schroon Lake Central School.
- B. The Board of Education shall not be required to grant more than one (1) leave per school year.
- C. A teacher applying for a leave must submit his/her application in writing by January 31 of the school year preceding the school year for which he/she is seeking leave.
- D. Such applications must outline the program of study or travel to be undertaken, showing the benefit to be derived by the applicant and thereby to the School District.
- E. The applicant must agree in writing to serve at least two (2) years in the School Lake Central School following his/her leave.
- F. Leaves may be granted for ½ of the school year at full pay or for a full school year at ½ pay.
- G. The criteria (in order of their weight of consideration) for selection of applicant(s) to be granted leave(s) are: Seniority in Schroon Lake Central School, benefit to Schroon Lake Central School, availability of qualified substitutes, benefit to individual applying, the order of application, and the number of previous sabbatical leaves granted the applicant.

ARTICLE VII
OTHER FRINGE BENEFITS

A. The Board shall purchase "Tax Sheltered" annuities for employees in accordance with the provision of the IRS Code Section 403 (B) or Section 403(b)(7) with the broker chosen by each employee to handle such annuities.

B. All active employees who receive health insurance coverage are subject to the following copayments:

Plan Type	2004-2005	2005-2006	2006-2007
Single	\$275	\$320	\$380
Family	\$780	\$850	\$1000

This health insurance shall continue to be the BOCES-wide Health Insurance Plan currently in effect in 2003-2004. The Board of Education agrees to assure equal or better coverage, should a decision be made to change the insurance company.

- C. The Board will provide a "full cafeteria" or "125" plan for health insurance and related expenses at no additional cost to the employees. The plan will be provided by a NYSUT endorsed company who will send a representative to our location to explain the details and provisions of the plan.
- D. The Board shall increase their payment for health insurance coverage to full payment for any retired employee enrolled as of March 12, 1969 in the health insurance plan commencing with the July 1, 1969 coverage; as of July 1, 1976 the BOCES-wide Health Insurance Plan
- E. The Board shall pay the full coverage for the retired employee and his dependents, who retires after July 1, 1969 as well as any retired employee and his dependents enrolled as of March 12, 1969 in the health insurance plan. Those hired after June 30, 2004 must have completed at least fifteen years of employment with the district to be eligible for this benefit. Unit members hired after June 30, 2004 are responsible for signing up for medicare coverage once they are eligible and responsible for paying the medicare insurance premium without reimbursement from the district.
- F. Each unit member participating in the BOCES-wide Health Insurance Plan will be responsible for paying for his/her own life insurance policy.
- G. All employees employed on June 30, 2004 will continue to receive full health coverage, regardless of their status as full or part-time. All current employees will be grandfathered into this coverage as long as they continue to work here. All hired after June 30, 2004 on a half-time basis or more will receive the same health care coverage as full-time employees hired at the same time. Those hired after June 30, 2004 on less than half-time basis will receive no health care coverage, but are eligible to purchase coverage at their expense through the district.
- H. Surviving spouses of active or retired unit members may continue health insurance coverage by reimbursing the district for their policy cost.

ARTICLE VIII
SALARY SCHEDULE

A. The professional staff will be paid in accordance with the following salary schedule for the 2004-2005 school year and the extracurricular schedule for the 2004-2005 school year.

2004-05

				M	M+15	M+30	M+45	M+60
STEP	BACH	B+15	B+30	B+45	B+60	B+75	B+90	B+105
1	32562	33174	34609	36861	39927	43820	47714	51606
2	33200	33824	35288	37583	40710	44679	48649	52618
3	33851	34487	35979	38320	41508	45556	49603	53650
4	34542	35192	36713	39102	42355	46486	50615	54745
5	35647	36297	37819	40207	43462	47588	51717	55842
6	36762	37400	38922	41312	44567	48694	52819	56946
7	37847	38499	40021	42412	45668	49794	53924	58050
8	39242	39894	41413	43805	47059	51186	55314	59439
9	40589	41242	42757	45149	48407	52533	56658	60784
10	41894	42543	44065	46454	49712	53837	57961	62087
11	43153	43807	45325	47715	50967	55096	59223	63348
12	44370	45022	46543	48927	52185	56308	60434	64559
13	45542	46191	47715	50101	53359	57483	61605	65732
14	46673	47323	48841	51232	54488	58609	62730	66851
15	47756	48409	49931	52318	55572	59697	63821	67946
16	48800	49451	50969	53359	56614	60738	64863	68987
17	49798	50450	51970	54353	57612	61736	65860	69985
18	50757	51404	52926	55312	58568	62689	66811	70930
19	51664	52317	53837	56223	59476	63603	67728	71852
20	52533	53184	54702	57093	60349	64469	68591	72712
21	53358	54007	55528	57915	61174	65292	69414	73537

B. The professional staff will be paid in accordance with the following salary schedule for the 2005-2006 school year and the extra-curricular schedule for the 2005-2006 school year.

2005-06

				M	M+15	M+30	M+45	M+60
STEP	BACH	B+15	B+30	B+45	B+60	B+75	B+90	B+105
1	33735	34369	35855	38188	41364	445398	49431	53464
2	34395	35042	36558	38936	42175	46288	50400	54512
3	35070	35729	37274	39700	43002	47196	51388	55581
4	35786	36459	38035	40510	43879	48159	52437	56715
5	36931	37604	39180	41655	45027	49301	53579	57853
6	38085	38747	40323	42800	46171	50447	54721	58996
7	39210	39885	41461	43939	47312	51587	55865	60140
8	40655	41330	42904	45382	48753	53029	57305	61579
9	42050	42727	44297	46774	50150	54424	58698	62973
10	43402	44075	45652	48126	51502	55775	60048	64323
11	44706	45384	46957	49432	52802	57079	61355	65629
12	45968	46643	48218	50688	54064	58335	62610	66884
13	47182	47854	49432	51905	55280	59553	63823	68098
14	48354	49027	50599	53077	56450	60719	64988	69258
15	49475	50152	51729	54201	57572	61846	66118	70392
16	50557	51232	52803	55280	58652	62925	67198	71471
17	51591	52267	53841	56310	59686	63959	68231	72505
18	52585	53255	54831	57303	60676	64946	69216	73483
19	53524	54200	55775	58247	61617	65892	70166	74438
20	54424	55099	56672	59148	62521	66790	71060	75329
21	55279	55951	57527	60000	63376	67642	71913	76184

- C. The professional staff will be paid in accordance with the following salary schedule for the 2006-2007 school year and the extra-curricular schedule for the 2006-2007 school year.

2006-07

				M	M+15	M+30	M+45	M+60
STEP	BACH	B+15	B+30	B+45	B+60	B+75	B+90	B+105
1	35000	35657	37200	39620	42915	47100	51285	55469
2	35685	36356	37929	40396	43757	48024	52290	56556
3	36385	37069	38672	41188	44615	48966	53316	57665
4	37128	37826	39461	42029	45525	49965	54404	58842
5	38315	39014	40649	43217	46715	51150	55588	60022
6	39513	40200	41835	44404	47903	52339	56773	61208
7	40680	41381	43016	45587	49086	53521	57960	62395
8	42179	42880	44513	47084	50581	55017	59454	63888
9	43627	44329	45958	48528	52030	56465	60899	65334
10	45030	45727	47364	49931	53433	57867	62300	66735
11	46383	47086	48718	51286	54782	59220	63656	68090
12	47691	48392	50026	52589	56091	60523	64958	69392
13	48951	49649	51286	53851	57353	61786	66216	70652
14	50167	50866	52496	55067	58566	62996	67425	71855
15	51330	52032	53669	56234	59731	64165	68598	73032
16	52453	53153	54784	57353	60852	65284	69718	74151
17	53526	54227	55860	58421	61924	66357	70790	75224
18	54557	55252	56887	59452	62952	67381	71812	76239
19	55531	56233	57867	60431	63928	68363	72797	77230
20	56465	57165	58797	61366	64866	69294	73725	78154
21	57352	58049	59685	62250	65753	70179	74609	79041

- D. Prior service in any state-accredited district shall be awarded to a newly-hired teacher as follows: One (1) year of credited service for each year of non-local service, up to a limit of ten (10) years. Beyond ten years, additional years may be credited at the discretion of the Board of Education.
- E. Teachers shall receive salary credit for graduate hours upon submission of evidence of satisfactory completion of any graduate course work in education, psychology course(s) dealing with human development, and/or their field of teaching. Credit for other courses shall be granted on a case-by-case basis on the appropriateness of the course(s) to the teacher's professional assignments. Upon approval of the Superintendent, credit will be granted for inservice courses on the basis of one (1) credit for every 15 (fifteen) class/contact hours.
- F. The Guidance Counselor will be paid 1/180th of his/her annual salary for each day of summer employment. The Guidance Counselor and the Superintendent shall mutually agree on the number of days to be worked during the summer. The final determination of the number of days shall be subject to the approval of the Board of Education.
- G. A Teacher who would be eligible to be placed on Step 22 of a salary schedule (if Step 22 existed) shall receive \$1,000 above his/her Step 21 salary for the appropriate year.
A Teacher who would be eligible to be placed on Step 24 of a salary schedule (if Step 24 existed) shall receive \$2,000 above his/her Step 21 salary for the appropriate year.
A Teacher who would be eligible to be placed on Step 28 of a salary schedule (if Step 28 existed) shall receive \$3,000 above his/her Step 21 salary for the appropriate year.
A Teacher who would be eligible to be placed on Step 32 of a salary schedule (if Step 32 existed) shall receive \$4,000 above his/her Step 21 salary for the appropriate year.
- H. In order to properly budget for teachers who advance on the salary schedule between columns, the Teachers' Association will draw up and administer a survey with results tabulated by the Association President and the Superintendent showing:
- For a September 1st movement notification by January 31st of the previous year or forfeit the move for a full year.
- For a February 1st movement notification by January 31st of the previous year or forfeit the move for half a year.
- No movements shall be made other than at September or February and no retroactive payments will be allowed for column movements.
- I. The district shall pay a one-time stipend of \$1,000 the first time that a teacher receives National Board Certification.

ARTICLE IX
EXTRACURRICULAR ACTIVITIES ACTIVITY SALARY SCHEDULE

A. <u>POSITION</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Varsity Basketball	4,083	4,287	4,502
Junior Varsity Basketball	3,372	3,541	3,718
Modified Basketball	2,661	2,794	2,934
Varsity Soccer	2,200	2,310	2,426
Modified Soccer	1,265	1,328	1,395
Varsity Baseball/Softball	2,200	2,310	2,426
Modified Baseball/Softball	1,265	1,328	1,395
Golf	800	840	882
Athletic Director	2,248	2,360	2,478

Beginning 98/99 school year, the duties of athletic director shall be incorporated into the course schedule. There shall be no extra curricular stipend while they are incorporated.

Any person hired to coach who does not possess a coaching certificate shall be paid 75% of the posted salary and have that school year to obtain certification in order to receive the remaining 25% of the posted salary.

Timekeeper for Basketball	1,228	1,289	1,354
Cheerleading Varsity	1,696	1,781	1,870
Cheerleading Modified	1,018	1,069	1,122
Advisors			
Senior Class	1,803	1,893	1,987
Junior Class	1,648	1,730	1,817
Sophomore Class	995	1,045	1,097
Freshman Class	840	882	926
Student Council (High School)	1,078	1,132	1,189
Student Council (Middle School)	1,078	1,132	1,189
National Honor Society	638	670	704
Yearbook	1,837	1,929	2,025
SADD	368	386	406
Extracurricular Treasurer	1,731	1,817	1,908

<u>POSITION</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Drama			
Play Director	1,538	1,615	1,696
Musical Director	1,926	2,022	2,123
Scenery Construction	553	580	609
Scenery Design	553	580	609
Costumes	553	580	609
Accompanist	719	755	793

B. All teachers shall be provided an opportunity to volunteer for any position opening. If there are no qualified volunteers from the faculty, the District may consider appointing a non-faculty member; however, during the next school year, faculty members shall again be offered the opportunity to assume positions.

C. Teachers who chaperone field trips in excess of three hours on a non-school day shall be paid :

<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
\$85	\$89	\$94

D. Paid additional work time excluding chaperoning, but including Special Projects approved by the Superintendent, shall be paid at the rate of :

<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
\$29.10/hour	\$30.55/hour	\$32.07/hour

ARTICLE X
CURRICULUM DEVELOPMENT

- A. There shall be established a curriculum committee which shall have the following make-up:
- one Board of Education member
 - one Administrator
 - Three teachers including at least one with elementary and one with secondary grade level duties
- B. The curriculum committee shall have the function of assisting the administration of the Schroon Lake Central School in planning, developing, arranging for Board of Education approval, the school's curriculum. There shall be at least one report by the curriculum committee to the Board of Education yearly.
- C. Teachers on the curriculum committee will be appointed by the President of the Schroon Lake Teachers' Association, and the Board member shall be appointed by the Board of Education at their organizational meeting in July.

ARTICLE XI

TEACHER EVALUATION

A. Purpose of Teacher Evaluation

1. The chief purpose of the evaluation of the teaching staff shall be (a) to maintain a highly qualified, competent staff, and (b) to promote the teaching staff's continuing development.
2. To further these purposes, the supervisory personnel responsible for the evaluation of teachers shall acknowledge the right of the teacher to:
 - a. Know how well he is performing the duties and responsibilities of his position.
 - b. Know the areas in which improvement is needed.
 - c. Have candid appraisal of his work.
 - d. Discuss his evaluation reports with his supervisor.
 - e. Seek and receive supervisory assistance where needed.
3. The administration shall provide an orientation and guidance program for all new teachers, to be followed up with guidance on a continuing basis throughout the probationary period.
4. Each new teacher shall be assigned by the Superintendent to an experienced member of the staff to whom the new teacher may turn for advice and guidance during the school year.
5. All monitoring and observation of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Procedures for Evaluation

1. The number of formal evaluations will vary according to the individual teacher's tenure status and to factors related to his growth. A teacher's request for additional lesson evaluations should be honored as soon as possible.
2. Non-tenured teachers shall be observed at least three (3) times per year with at least one (1) observation taking place prior to October 15 of each school year and the final observation prior to April 15 of each school year. Tenured teachers shall be observed at least once each year.

3. Each formal evaluation will be preceded by a pre-conference at which the teacher's objectives for the lesson are to be discussed. An individual teacher may waive this pre-conference requirement by submitting a written request at the beginning of the year to the evaluator. At any time during the year, by a written notice to the evaluator, that teacher may rescind the waiver and return to the original terms of this contract. A formal classroom observation will follow and will cover a complete lesson or class period. This will be followed within a day if possible, but no later than five (5) school days, by a post-conference during which the lesson will be evaluated and the evaluation discussed. The written report of the observation and evaluation is to be signed by both the evaluator and the teacher. The teacher's signature does not indicate agreement with the evaluation. It only indicates that a conference was held and the teacher received a copy of the evaluation. The teacher may file a written comment on the observation and evaluation. This will be attached to the evaluation and become part of his personnel file.
4. The form to be used in evaluations shall be developed jointly by Association representatives and the Chief School Officer.
5. Evaluations in which there are questions concerning subject matter competency will be supported by subsequent formal evaluations by supervisors knowledgeable in the subject area.

C. Other

1. A teacher involved in any disciplinary action will not be subject to reprimand in the presence of anyone other than the Chief School Officer, the Principal, Assistant Principal and the Department Chairman, except that such a teacher shall have the right at all times to be accompanied by Association representatives.
2. Any report or discussion of evaluations at Board of Education meetings shall be done in executive sessions only.

SCHROON LAKE CENTRAL SCHOOL
OBSERVATION REPORT

Teacher: _____

Class: _____

Date: _____

- (1) Does not demonstrate the behavior or skill.
- (2) Is developing the behavior or skill.
- (3) Demonstrates the behavior or skill inconsistently.
- (4) Demonstrates the behavior or skill most of the time.
- (5) Demonstrates the behavior or skill at all times (consistently).

MANAGEMENT OF STUDENT BEHAVIOR

- () 1. Maintains a positive classroom environment (e.g., praises, interacts spontaneously with students, maintains positive rapport, etc.)
- () 2. Maintains classroom in accordance with the school system's code of conduct (e.g., conveys rules in written or verbal form, enforces rules, etc.)
- () 3. Reinforces/rewards appropriate social and academic behavior in the classroom (e.g. congratulates and acknowledges student progress, success, etc.)
- () 4. Prevents behavior problems by intervening early (e.g., maintains mobility in the classroom, interacts with students, redirects student attention to tasks, etc.)
- () 5. Responds to student needs in the classroom (e.g. communicates with students to maintain academic productivity, attends to raised hands, etc.)
- () 6. Maintains control of student behavior in the classroom (e.g., classroom is orderly, students are actively involved in learning etc.)
- () 7. Provides general supervision throughout the school (e.g., hallways, cafeteria, buses, playground, etc.)
- () 8. Demonstrates a positive professional attitude toward students (e.g., treats students with respect, remains objective and positive when dealing with the student problems, grading, etc.)
- () 9. Organizes classroom efficiently to meet educational needs of students (e.g., floor plan, materials, equipment, etc.)
- () 10. Has reasonable expectations for students behavior, (e.g., accepts normal developmental behavior patterns, overlooks inconsequential behaviors, etc.)

PROFESSIONALLY RELATED

- () 11. Takes part in professionally-related activities (e.g., PTA, faculty meetings, parent conferences, inservice meetings, IEP meeting, etc.)
- () 12. Maintains professional behavior (e.g., professional interaction with students, confidentiality, professional ethics, etc.)
- () 13. Performs necessary clerical responsibilities (e.g., attendance records, lesson plans, report cards, IEP writing activities, lunch money, etc.)
- () 14. Is in attendance and prompt.
- () 15. Reports student performance effectively to family or guardians (e.g., report cards, written reports, parent conference, etc.)
- () 16. Maintains positive professional interactions with other educational personnel (e.g., cooperates, shares information, works as a team member, etc.)
- () 17. Is able to solve professional-related problems independently (e.g., student-related, peer-related, equipment/supply-related, physical plant, other personnel, etc.).
- () 18. Accepts evaluation and redirection and makes necessary changes or adjustments.
- () 19. Accepts change in a positive professional manner (e.g., implements new programs and policies, is willing to accept decisions made by others, etc.)
- () 20. Remains current in the educational field through course work, inservice activities, professional literature, conferences, workshops, etc.
- () 21. Follows school system's policies and procedures.

INSTRUCTIONAL

- () 22. Individualizes instruction for students with varying abilities (i.e., students with learning or behavior problems or those who are gifted and talented).
- () 23. Maintains student attention (e.g., involves students in instructional activities by calling on them, encourages participation, uses motivational techniques, etc.)
- () 24. Uses a variety of assessment techniques when evaluating learning or skill development (e.g., written, verbal, performance-based, criterion-referenced, etc).
- () 25. Designs assessment techniques to measure student knowledge or skills related directly to curriculum goals and objectives.
- () 26. Calls attention to the needs of students with learning or behavior problems (e.g., communicates with parents and administrators, seeks help, makes referrals, acts as a resource for parents, etc).
- () 27. Provides additional time beyond the regular schedule for students in need of assistance.
- () 28. Demonstrates appropriate academic planning (e.g., develops plans in advance of scheduled activities, plans activities that reflect goals and objectives, carries out and follows the planned instructional routine, etc.)
- () 29. Is able to deliver directions, explanations, and instructional content in a manner understood by students.
- () 30. Demonstrates knowledge of subject area(s) through instructional practices.
- () 31. Prepares in advance for substitute teacher (e.g., lesson plans, student assignments, classroom activities, etc.)
- () 32. Makes use of school-related resources (e.g., other teachers, counselors, administrators, consultants, etc.)
- () 33. Uses assessment information to provide students with feedback which is corrective and informative.
- () 34. Facilitates student learning by supplementing regular curriculum materials with a variety of instructional materials and activities (e.g., media, field trips, demonstrations, related materials, etc.)
- () 35. Is objective and consistent in student evaluation (e.g., quizzes, tests, reporting grades, etc.)

ARTICLE XII

PERSONNEL FILE POLICIES

- A. All data, both positive and negative, maintained by the District or individual members of the bargaining unit relative to employment, promotion, discipline, evaluation, and all other job-related matters--exclusive of confidential references and communications received in connection with the initial employment--shall be placed in a single file and maintained in the central office.
- B. A unit member shall have the right to inspect, copy, photocopy or photograph the contents of his file at any time during business hours. He shall be entitled to have a personally selected representative accompany him during such review.
- C. Upon receipt of a written request, the unit member shall be furnished with a reproduction of any material from his file.
- D. No material shall be filed or maintained unless the unit member has had an opportunity to examine the material. Material which is not job-related should be omitted. The unit member must affix his signature on the actual copy to be kept with the express understanding that such signature merely signifies that he has examined the material; such signature does not necessarily indicate agreement with the material. Any material determined to be unjustified or inaccurate shall be removed in the same manner described in Item K.
- E. A unit member shall have the right to rebut, explain and comment upon any material in his file and such statement shall be appended to the appropriate item(s) in the file.
- F. Before the record of any complaint by a parent or by a student is placed in the unit member's personnel file, the unit member shall be afforded an opportunity to confront the complainant and to reply to the same, and no derogatory memorandum, letter, or report of a complaint shall be placed in the teacher's file without the teacher's knowledge and without affording the teacher an opportunity to make a written statement of defense or explanation to be attached thereto without approval of the Board of Education.
- G. If items implied in F can be resolved by all concerned and corrections made, these incidents need not be entered into the file.
- H. Only material properly filed in accordance with the article and any other contract provisions shall be used in any action taken to reprimand, reduce in rank, discipline, dismiss or otherwise deprive a teacher of any professional advantage.
- I. No material in the file shall be forwarded to any agency, organization, prospective employer or any other party without the express written consent of the member and administration.
- J. Concerned parties should have the right to submit positive statements concerning teaching activities.

K. Derogatory materials may be removed in the following manner:

1. Agreement of the parties involved to eliminate the materials.
2. If parties cannot agree, then matters can be resolved according to the grievance procedure as cited in Article II.

ARTICLE XIII
APPOINTMENT, DISMISSAL
AND PROFESSIONAL STANDARDS

- A. A third-year unit member who is eligible for tenure shall be notified of this appointment by the regular Board of Education meeting in November if tenure period starts the second semester, or the regular Board of Education meeting in April if tenure periods starts in September. Any non-tenured unit member who shall be recommended for termination of employment may request from the Board a written statement showing reason for such dismissal.
- B. A non-tenured unit member who is not to be recommended for employment the following year shall be notified of same at least thirty (30) days prior to the Board meeting at which such recommendation is to be considered and the date of the Board meeting at which it is to be considered, said meeting to be scheduled no later than May 15.
- C. When a vacancy occurs, all members of the bargaining unit holding appropriate certification shall be notified by means of a general memorandum addressed to all personnel, prior to public posting of the vacancy, and shall have the right to be a candidate for the position if certified.
- D. Any unit member whose position may be reduced or eliminated in the Board of Education's first adopted budget shall be notified in writing no later than March 1. Unit members whose positions may be reduced or eliminated as a result of the budget vote process shall be notified in writing within three school days of the budget defeat.

ARTICLE XIV
OTHER PROPOSALS

- A. Should it appear to either the Schroon Lake Central School Board or the Schroon Lake Central School Teachers' Association that these Articles of Agreement are in need of adjustment or amendment, at the request of either party a study group shall be formed to consist of the Negotiating Committee of the Schroon Lake Central School Teachers' Association and designated representatives of the School Board to seek and devise means of adjusting these matters to the satisfaction of both parties.

ARTICLE XV
COMPLIANCE WITH TITLE IX
OF THE FEDERAL EDUCATION AMENDMENT OF 1972

- A. The Schroon Lake Central School District, Schroon Lake, N.Y. does not discriminate on the basis of sex in the educational programs or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes the following areas: Recruitment and appointment of employees, employment pay and benefits, counseling services for students, access by students to educational programs, course offerings and student activities.

ARTICLE XVI
MAINTENANCE OF STANDARDS AND POLICIES

- A. On terms and conditions of employment not covered by this Agreement, the School District will not adopt or change any policy which affects wages, hours, or other terms and/or conditions of employment of any of the employees in the unit represented by the local unless it shall first notify in writing the local of the proposed change. The local shall then have the right to negotiate such items with the School District by indicating a desire to do so within ten (10) school days of the date of receipt of notice of said proposed changes.
- B. No work presently performed by members of the bargaining unit shall be performed by any non-members of the unit or subcontracted to any other party without the express written consent of the Association.
- C. No member of the bargaining unit shall suffer loss of employment, or be reprimanded, disciplined, reduced in rank or compensation, suspended or denied any professional advantage without just cause.

ARTICLE XVII
SCHOOL DAY

- A. On days when he or she has no special assignment, each teacher is expected to be at his or her assigned station for supervision of students by 8:05 a.m.
- B. The student day shall run until 2:55 p.m. Each teacher is expected to remain on school grounds until the last regular school bus leaves.
- C. Special assignments are considered to be detention assignments, committee assignments, faculty meetings, etc.
- D. No unit member shall leave the school during the school day, exclusive of the lunch period, unless approved by the Superintendent or designee. Any suspected abuse of the foregoing will be brought to the attention of the teacher and the President of the Association by the Superintendent.

ARTICLE XVIII
TEACHING ASSISTANT SALARY

Step	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	16,080	16,289	16,550
2	16,662	16,879	17,149
3	17,246	17,470	17,749
4	17,830	18,061	18,350
5	18,413	18,653	18,951
6	18,995	19,242	19,550
7	19,578	19,832	20,150
8	20,160	20,422	20,748
9	20,742	21,012	21,348
10	21,324	21,601	21,947
11	21,908	22,193	22,548
12	22,491	22,783	23,148
13	23,073	23,373	23,747
14	23,655	23,963	24,346
15	24,237	24,552	24,945
16	24,821	25,143	25,546
17	25,404	25,734	26,146
18	25,987	26,325	26,746
19	26,568	26,913	27,344
20	27,151	27,504	27,944
21	27,735	28,095	28,545

A. In order to compensate the teaching assistant beyond the minimum certification the district shall pay an additional \$1000.00 to the yearly salary, at each step for teacher assistant with a bachelors +15 or more graduate credits.

B. Job Description

1. Description: A teaching assistant is appointed by a board of education to provide, under the general supervision of a licensed or certified teacher, direct instructional service to students.
2. Duties: Teaching assistants assist teachers by performing such duties as:
 - a. working with individual pupils or groups of pupils on special instructional projects;
 - b. providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences;
 - c. assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
 - d. utilizing their own special skills and abilities by assisting in instructional programs in such areas as: foreign languages, arts, crafts, music, and similar subjects; and developmentally disabled; and
 - e. assisting in related instructional work as required.

ARTICLE XIX
SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law. All other provisions or application shall continue in full force.

NOTICE


"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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."

Civil Service Law
Article 14, Section 204.a

ARTICLE XX
DURATION AND AUTHORIZATION OF THE AGREEMENT
from July 1, 2004 through June 30, 2007

- A. The below signatures for the Board of Education and the Association designate approval for the preceding and/or terms and conditions of this contract.
- B. It is agreed by and between the Parties that this contract supersedes any previous negotiated agreement and shall be effective from July 1, 2004 through June 30, 2007, and may be changed only by the mutual consent of the Parties, in writing.

09/01/04
DATE


BOARD OF EDUCATION


SUPERINTENDENT


ASSOCIATION


ASSOCIATION