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

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*AGREEMENT  
BETWEEN THE*

**UNATEGO SUPERINTENDENT**

**AND THE**

**UNATEGO TEACHERS ASSOCIATION**

7/1  
2006 - 2010 6/30

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## PURPOSE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), the parties desire to establish and maintain effective and harmonious working relationships between the Unatego Superintendent (hereinafter referred to as the "Superintendent") and its professional employees (hereinafter referred to as "Teachers") represented by Chapter 3066 NYSUT (hereinafter referred to as "Association"). The Association recognizes the responsibilities imposed upon it as the exclusive Bargaining Agent of the professional employees of the school district and in order to provide the best possible program of education for the children of the school district and to provide full opportunity for professional development, equitable salaries and reasonable benefit programs for its members, the Association agrees to fully cooperate with the Superintendent, individually and collectively.



ARTICLE I

**RECOGNITION**

The Superintendent recognizes the Association as the exclusive negotiating agent on such matters as agreed by the parties for all professional, certificated and/or licensed personnel holding a probationary or permanent appointment, including part-time personnel, and all long term substitutes who are employed in the place of a regularly appointed bargaining unit member who has been granted a leave of absence by the Board of Education for a finite period of a school semester or more, except the Superintendent, Building Principals, Assistant Building Principals, Assistant Superintendent and Director of Special Programs.

Superintendent

Authorized

Signature \_\_\_\_\_

ARTICLE II

**REPRESENTATION**

- A. The names of the officers of the Association and the members of the Negotiating (Bargaining) Committee shall be given in writing to the Clerk of the Board prior to taking office. The Clerk of the Board shall also be notified immediately in writing of any change in the officers and the Negotiating (Bargaining) Committee. The Clerk of the Board shall notify the President of the Association in writing of the names of the members of the Superintendent Negotiating (Bargaining) Committee. The Clerk of the Board shall notify immediately in writing the President of the Association of any change in the Superintendent Negotiating (Bargaining) Committee.
- B. It is understood and agreed that officers, members of the Negotiating Committee, or members of the Association may conduct or participate in Association business or affairs during periods not conflicting with regularly assigned teacher duties.
- C. It is understood and agreed that all relations between the parties such as negotiations, conferences, meetings and grievance procedures shall not be conducted until the end of the school day or the teacher's professional duties have been completed unless the parties mutually agree otherwise. Association members will not be compensated by the District in any manner whatsoever for the conducting of Association business.
- D. Association members officially elected and/or appointed to a position may be permitted to attend the annual official meeting of the Representative Assembly without loss of pay up to a combined total of three (3) member days.

- E. Association officers and/or appointed representatives may have up to an aggregate total of eight (8) days during the regular school year for attendance at conferences or to attend to Association business (local, regional, state or national). No more than three (3) individuals may be absent for such business at any one time. Absences under this provision will not be charged under any other leave provisions. When this leave is to be used, the Association President is to submit a written notification to the building administrator and Superintendent listing the name(s) of the person(s) to be absent. This notification is to be submitted at least seventy-two (72) hours prior to the absence, except when not possible. The Association will pay the cost of substitute teachers for said days.

### **ARTICLE III**

#### ***GRIEVANCE PROCEDURE***

##### **A. DEFINITIONS**

1. A "grievance" is a difference or disagreement between the Superintendent or his/her delegated representative and a teacher, or group of teachers, or the Association, concerning the misinterpretation or misapplication of any of the provisions of this Agreement, or any subsequent Agreement entered into pursuant to this Agreement.
2. An "aggrieved teacher" is the teacher or teachers or Association making the claim.
3. "Days" shall mean school days as designated on the current school calendar.
4. "Principal" shall mean Building Principal or Building Supervisor.

##### **B. PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable resolutions of grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
3. Grievances shall not be contradictory to powers granted to the Superintendent under the New York State Education Law, Regulations of the Commissioner of

Education of the State of New York and any and all applicable Federal or State Laws. By statute, grievance procedure does not apply in those cases.

### C. PROCEDURE

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a grievant, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. All conferences shall be held in a private administrative office and shall be scheduled by mutual agreement at the end of the school day. If the teacher(s) fail to attend the conference, the grievance shall be dismissed and reason noted by the Superintendent or designated building administrator on the grievance form. Exception: Extenuating circumstances (illness, accident, etc.) may necessitate a rescheduling and this must be arranged by mutual agreement prior to scheduled conferences.

#### LEVEL 1 - INFORMAL MEETING

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

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

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

Ten days after the presentation of the grievance to the Principal, the Principal shall make a decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the Association, and to the Superintendent.

#### LEVEL 2 - SUPERINTENDENT'S REVIEW

If the aggrieved teacher(s) are not satisfied with the decision arrived at under Level 1, he/she may within five days file with the Clerk of the District an appeal in writing requesting the Superintendent to review the matter.

Such appeal shall include, among other things, a summary of the grievance and a statement of why the determination of Level 1 was unsatisfactory. The Superintendent or his/her designee shall meet with the grievant and his/her representative (if the employee desires a representative) at a reasonable time and place designated by the Superintendent within five days after the presentation of the appropriate appeal documents to the Clerk's office. Such meeting shall be an attempt to resolve the grievance.

Within ten days after such a meeting or meetings, the Superintendent or his/her designee shall make a decision in writing, setting forth conclusions with respect to the grievance, and setting forth reasons for such conclusions. A copy of such decision shall be given to the grievant, the Association, and the Clerk of the District.

### LEVEL 3 - ARBITRATION

If the Association is not satisfied with the disposition of the grievance at Level 2, the Association may within 20 days file with the Clerk of the District a demand for arbitration. Three copies of said demand shall be forwarded to the American Arbitration Association.

The parties will then be bound by the rules and proceedings of the American Arbitration Association.

The arbiter will have authority to hold hearings and make procedural rules. Either party may request a written transcript of such hearings. All hearings held shall be closed sessions and no news releases shall be made concerning the progress of the hearings. The arbiter's report shall be submitted in writing to the Board and the Association, and shall set forth the findings of fact, reasonings, conclusions and decisions on the issues submitted.

The arbiter shall have no power or authority to make any decisions which require the commission of an act prohibited by law or which shall be violative of the terms of this Agreement. The decisions of the arbiter shall be final and binding upon all parties.

The arbiter's fee and expenses, shall be shared equally by the Association and the Board. The cost of the transcript, if requested, shall be paid by the requesting party. If jointly requested, the cost of the transcript shall be shared equally.

### D. RIGHTS OF TEACHERS TO REPRESENTATION

No reprisals of any kind will be taken by the Superintendent or his/her delegated representatives against any teacher(s) by reason of participation in the grievance procedure.

### E. MISCELLANEOUS

1. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

2. All necessary forms for implementing the grievance procedures will be jointly prepared by the Superintendent, the Association President and the Grievance Committee and given appropriate distribution.
3. Nothing herein contained shall be deemed to prevent the Superintendent from taking proceedings to dismiss a permanently appointed teacher(s) under Section 2573 of the Education Law, provided, however, that the Association shall be given written notice of any such proceedings.

UNATEGO TEACHERS' ASSOCIATION  
STATEMENT OF GRIEVANCE

AGGRIEVED PARTY \_\_\_\_\_ DATE FILED \_\_\_\_\_

DATE OF ALLEGED VIOLATION \_\_\_\_\_ LEVEL \_\_\_\_\_

PROVISION OF NEGOTIATED AGREEMENT CITED \_\_\_\_\_

\_\_\_\_\_

NATURE OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REDRESS SOUGHT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED \_\_\_\_\_

Teacher

for the Association

DECISION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LEVEL \_\_\_\_\_

PERSON MAKING THE DECISION: (CHECK AFTER CORRECT POSITION)

Bldg. Principal: \_\_\_\_\_

Superintendent: \_\_\_\_\_

\_\_\_\_\_

Date

Authorized Signature

ARTICLE IV

***DUES DEDUCTION***

- A. The Board of Education of Unatego Central School agrees to deduct from the salaries of all its employees in the negotiating unit who are members and those who are not members, an amount equivalent to the unified dues of the Association.

Teacher authorizations shall be in writing in the form set forth below:

DESIGNATION AND PAYROLL

DEDUCTION AUTHORIZATION

---

(Print) Last Name	First	Initial	Building
-------------------	-------	---------	----------

---

Address

To: Superintendent of Unatego Central School

Pursuant to Chapter 392, Laws of 1967, I hereby designate the UNATEGO TEACHERS ASSOCIATION as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such association, to deduct from my salary and transmit to the associations indicated below the dues as certified by the respective associations. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all of its officers from any liability therefor. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

\_\_\_\_ New York State United Teachers, Chapter 3066

---

Employee Signature

---

Date

- B. The Local Association secretary will inform the Superintendent of the current rate of membership dues for each year before the end of September.
- C. Deductions referred to in Section A shall be made in the following manner:
  - 1. The total annual membership dues shall be deducted in sixteen (16) equal installments beginning with the first pay period in October.
  - 2. Unit employees who are hired after October 1 of any year shall pay the same installments as other unit employees beginning with their first pay period.
  - 3. Association members not wanting dues deducted may make payment of dues directly to the Association Treasurer, by direct arrangement through the Association President, the Association Treasurer and the Superintendent.
- D. The Superintendent shall at the end of each pay period transmit the amount deducted to the Association Treasurer.
- E. The Superintendent agrees to provide the Association with an alphabetical listing of the names of the employees from whose salary such dues have been deducted.
- F. The District and the Association agree to furnish each other any information needed by either of them to fulfill the provisions of this article.

## **ARTICLE V**

### ***LEAVES OF ABSENCE***

THE SUPERINTENDENT SHALL GRANT LEAVES OF ABSENCE AS FOLLOWS:

#### A. **SICK LEAVE**

- 1. Up to fifteen (15) paid days per year for all teachers, cumulative to one hundred ninety five (195) days for personal illnesses or injury. All teachers shall be granted this sick leave for the ensuing year at the beginning of the school year. Up to fifteen (15) days per school year may be used for serious illness in the employee's immediate family. Immediate family shall be defined as current spouse, children, step children, parent, step parent, sibling, parent of current spouse, grandparent, and grandchild.
- 2. Long-term substitutes shall be credited with seven and one-half (7.5) paid days at the beginning of each semester. Sick leave for long-term substitutes will be non-cumulative. Use will be as per number 1 above, including use for family illness.
- 3. Teachers shall be given written notification of all leave accumulation by September 15<sup>th</sup> of each year.



4. In cases where there is a pattern of abuse, a teacher may be required to provide a doctor's notice for any use of sick leave on the day before or the day following a holiday or vacation period.

B. PAID LEAVE - NON CUMULATIVE

A paid leave of absence shall be granted to a teacher of the Unatego Central School District for the following reasons:

1. A maximum of three (3) days leave per school year will be allowed under circumstances entitled an Act of God - fire, flood, hurricane, etc.
2. Teachers may attend professional meetings of educational organizations other than Association related without loss of pay provided that sufficient funds are available in the annual budget and that a request to attend is submitted to the Superintendent at least one month, except in cases where there are valid extenuating circumstances, in advance of the scheduled meeting, and Superintendent approval is granted.
3. The difference between the teacher's current salary and jury duty compensation for a maximum of twenty-one (21) school days per school year shall be paid.
4. Up to seven (7) days per school year in event of death in the immediate family (parent, current spouse, child, son or daughter-in-law, parent of current spouse, step-parent, sibling, grandparent, grandparent-in-law, aunt, uncle, brother-in-law, and sister-in-law).
5. Up to three (3) days per year shall be allowed for compelling personal business. Teachers shall give two (2) days advance notice in writing, whenever possible. Unused personal days will be applied to the teachers sick leave accumulation. Except for emergency situations personal business leave will not be allowed for the day before or the day following a holiday or vacation period. In cases of emergency situations, the teacher shall provide a written explanation and must receive prior written approval. If prior written notice cannot be given due to an emergency situation, the employee shall provide a written explanation on the day he or she returns to work.

C. PERSONAL BUSINESS - UNPAID

Application must be made for absence for personal business to the Designated Building Administrator. Requests shall be granted provided circumstances and conditions permit and further provided that a request for such leave is submitted to the Designated Building Administrator. The Designated Building Administrator shall submit his/her recommendation to the Superintendent for final decision. The teacher shall be notified of the decision not less than one (1) day from the date of receipt of the request.

D. CHILD CARE LEAVE - UNPAID

1. A teacher will be granted a childcare leave upon written application to the Superintendent. This application shall be submitted as soon as possible, but not less than four months (in the case of a birth) or one month (in the case of an adoption) prior to the requested beginning date of the leave. The application will contain both the beginning and ending dates of the leave. The leave shall begin at a mutually agreed upon time, based upon the written medical advice of the teacher's physician.
2. The maximum duration of the childcare leave shall be two years. The first year shall be granted upon written application. The second year may be granted by the Board of Education after the teacher makes a separate written application. Both applications may be made at the same time. Elementary teachers shall only return from an approved leave of absence after the Christmas or summer recess. Secondary teachers shall return to duty only at the beginning of a semester. When a teacher desires to return to duty prior to the scheduled conclusion of the leave, the teacher shall submit a written request to the Superintendent at least two months prior to the desired return date.
3. The unit member will return to the same salary step. If the unit member has worked five or more months in the year, he or she shall be moved to the next step on the salary schedule upon return from the leave of absence.

E. SABBATICAL LEAVE

A sabbatical leave shall be granted to a Unatego Central School District teacher for one (1) year at 50% of annual salary or one-half (1/2) year at 25% of annual salary for the purpose of study, or professional development of such a nature that it will be of value to the teacher in his/her professional field and of benefit to the educational program of the school district.

1. A teacher must have served the Unatego Central School for a period of five (5) years, not interrupted by teaching in another school district.
2. A teacher must sign an agreement to return to service in the same district for a period of two (2) years following the end of his/her sabbatical period.
3. At least three (3) months prior to the end of the school year, the teacher must submit a completed application to the Superintendent stating the nature of the program to be followed during his/her sabbatical leave. A committee consisting of one administrator designated by the Superintendent and three teachers designated by the Association President will review all sabbatical leave requests and forward its recommendations for the consideration of the Superintendent. The final decision will be made by the Board of Education. In the selection of a teacher to receive a sabbatical leave, other things being equal, seniority shall prevail.

4. The number of teachers annually eligible to receive a leave if all above requirements are met will be 1% of the total professional faculty.
5. Upon return the teacher shall be placed on the next salary step as if he/she had been continuously employed in the system.

F. UNPAID LEAVE

Unpaid leaves of absence shall be granted to teachers for one (1) year for such pursuits as graduate studies, travel directly related to the teacher's teaching area, service with an organization such as the Peace Corps, teaching in a foreign school or related organization.

1. A teacher must have served the school district for a period of 5 years.
2. Procedure for request and selection will be the same as for Sabbatical Leave.
3. One (1) teacher annually may be eligible to receive a leave if all requirements are met.
4. The teacher shall give the Superintendent a two (2) month notice, prior to the end of the school year, if the teacher should decide not to return to the Unatego School System.
5. Upon return the teacher shall be placed on the next salary step as if he/she had been continuously employed in the system.

G. LEAVE OF ABSENCE

A leave of absence for a tenured teacher without pay or increment of up to one (1) year will be granted for personal illness which extends beyond the period of accumulated sick leave.

I. SICK LEAVE BANK

1. The purpose of the Sick Leave Bank is to provide for extended sick leave for the teacher who suffers an illness or accident requiring a convalescence thereby exhausting his/her sick leave.
2. Two sick leave days shall be deducted from the personal sick leave accumulation of each teacher. New teachers shall have two days deducted upon commencing employment.
3. When the sick bank accumulation falls below 120 days, one day will be contributed by each teacher.
4. Written requests for utilization of sick bank days by an individual teacher shall be accompanied by a doctor's statement. The request shall be submitted to either

member of the Sick Bank Committee. Approval of the use of sick bank days shall be made by a committee composed of one administrator appointed by the superintendent and one association member appointed by the president of the association. These appointments shall be made and notice of the appointment given to each party by September 15 of each school year.

The Sick Bank Committee will provide each applicant with a written response to their request. The decisions of the committee shall be final. The decisions of the committee will not fall under the scope of the grievance procedure.

5. In the event that the Sick Bank Committee cannot reach agreement on the disposition of a case, a neutral, mutually agreeable community member of the Unatego Central School District will be selected to participate in the decision making process. The resulting vote of the three member committee will be final and binding. The neutral party will not become a permanent member of the committee but the same neutral individual may be utilized more than once if mutually agreeable.
6. Withdrawals will be limited to a total of sixty (60) working days. When a teacher's absence extends beyond the sixty (60) days coverage, the teacher may then reapply to the Sick Bank Committee for further coverage.

## ARTICLE VI

### ***ACADEMIC FREEDOM***

- A. Recognizing that neither the faculty nor the Board and Administration can isolate themselves from the society in which each plays a vital role, and that an educational program has the responsibility to its students to foster an awareness of, and involvement in, social and political issues, it shall be the intent of the Board and the Administration to encourage within the school program the freedom of expression on the part of the faculty in relation to issues of current concern, so long as that expression reflects the proprieties of academic responsibility.

## ARTICLE VII

### ***CURRICULUM REFORM***

It is the responsibility of those in charge of directing the learning process, both faculty and administration, to review current curriculum policies and programs and to study and initiate reform of those areas that need to be improved or advanced to meet the changes in our present day society. The educational institution can best fulfill its responsibilities in this area only when those in the position to direct, and those who are trained in educational philosophy and performance, use their special training and ability to improve the talents of the students.

- A. Recognizing that the various academic departments, and the faculty members within those departments, possess unique instructional skills in their particular discipline, it

should be primarily their responsibility for evaluating and recommending curriculum reform within their respective discipline to the administration.

- B. Recognizing also that the primary responsibility of the educational institution is to serve the academic needs of its body, and that education is most meaningful when it is pursued in terms of self-determined needs, every effort should be made by the various departments and faculty members to seek the active participation of student committees in evaluating the current program and formulating proposals for curriculum reform.
- C. As curriculum reform evolves, every effort should be made by those in charge of scheduling teacher assignments to take full advantage of the unique skills and background of individual faculty members by employing those skills in academic situations, such as elective courses with the stated interest of the faculty member(s) involved.
- D. On the elementary level the same considerations for evaluating current curriculum programs and policies, and initiating curriculum reform, should be recognized as on the secondary level.
- E. The Administration and the Board, recognizing the need for continuing evaluation and reform brought to their attention through the professional interest and concern of the faculty, should be responsive to all educational proposals which might evolve from the curriculum reform processes outlined above, and should make every effort to incorporate such proposals into the academic program of our school.

## ARTICLE VIII

### ***PUPIL BEHAVIOR AND DISCIPLINE***

The following is a statement of policy in the Unatego public schools regarding the responsibility of the teacher and the Administration in dealing with the child who misbehaves. It is issued at this time so that members of the school staff, parents, and others may understand clearly the procedures which are followed in upholding the excellent record of discipline in the schools.

- A. Each teacher is required to maintain appropriate pupil behavior in the classroom, so that the objectives of training for self-discipline and individual responsibility may be realized, and a favorable climate for learning may exist. To this end, the teacher knows the value of careful planning, good organization and thorough preparation for teaching the lesson.
- B. When a pupil exhibits any marked deviation from good behavior, the teacher uses the techniques most appropriate to the occasion to correct and instruct the pupil in the proper mode of conduct. Recognizing that deviate behavior is sometimes a symptom of serious maladjustment, he/she seeks the cause of the difficulty.

When, in spite of the teacher's best efforts at correction, a pupil continues to misbehave, the teacher shall discuss the case with the designated building administrator for his/her advice and assistance. If the case is serious enough to warrant further investigation by

the designated building administrator, the teacher should submit a written report on the pupil's behavior.

- C. The principal makes every reasonable effort to help the pupil to adjust properly using to good advantage his/her broad knowledge and experience in child growth

and development. Depending on the nature of the case, he/she may discipline the pupil directly in relation to the offense, he/she may call in the parents for a conference, he/she may refer the case for the attention of a Guidance Counselor and/or a Psychologist or visiting teacher, he/she may suspend the pupil, or he/she may use a combination of these procedures as well as other techniques in accordance with his/her best judgment. Notice in writing shall be sent to the teacher concerning the Principal's decision and/or actions.

- D. Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence and deliberate insubordination. Such cases are referred immediately to the principal for appropriate action with supporting justification in writing.
- E. Every effort is made by the teachers and others to identify cases of social and emotional maladjustment of pupils in the earliest stages, so that appropriate treatment and correction may be applied as a preventive against further difficulty.
- F. In cases of discipline where it becomes necessary to involve designated building administrators or the Superintendent, the administrator(s) shall confer with the teacher(s) concerned prior to taking action. The decision of the administrator(s) regarding the action to be taken as far as the teacher is concerned shall be final.

## ARTICLE IX

### **TEACHER PARTICIPATION**

- A. Because of the special nature of the public education process and to provide for continuation of the active role of the member of the Association in the development and determination of educational policies and administrative concepts and procedures as well as conditions of professional employment, the Board shall give full consideration to the proposals of the Association on the following subjects, and shall advise the Association Committee of its decision regarding each subject as soon as possible. It shall be the intent of the Board to incorporate the recommendation of the Association whenever and wherever possible.
  - 1. Educational Policies
    - a. Special Programs
    - b. Teacher Aides

- c. Adult Education
    - d. Summer School
    - e. Textbooks
  - 2. Conditions of Professional Employment
    - a. Improvement of Educational Conditions Within the Classroom.
- B. A Committee, or Committees, of the Association may be established to study specific areas of educational policies and conditions of professional employment, prepare recommendations, and present them as follows:
  - 1. The Association Committee(s) shall prepare a report of the area studied and present the report to and discuss it with the administrative staff.
  - 2. The Association Committee(s) and the Administrative staff shall report on the area studied to the Board at a special meeting arranged at a mutually agreeable time.
  - 3. The Board shall give full consideration to the report and shall advise the Association Committee of its decision regarding the report as soon as possible following the presentation. It shall be the intent of the Board to incorporate recommendations of the Association Committee(s) wherever and whenever the recommendations are in accord with Board policies.
- C. Such policies as are established shall be included in the Collective Bargaining Agreement at the next Contract Negotiations.

**ARTICLE X**  
***JUST CAUSE***

- A. No bargaining unit member (except as specifically excluded under the terms of this agreement) will be disciplined, reprimanded, reduced in rank or compensation without just cause.

**ARTICLE XI**  
***BARGAINING UNIT MEMBER OBSERVATIONS AND EVALUATIONS***

**PART A**

The following policy shall govern all tenure and non-tenure bargaining unit member observations and evaluations:

1. The primary purpose of supervision is to promote the development of the potential of both bargaining unit members and students to the fullest extent. In order that teaching and learning in all Unatego classrooms and student support service settings is of the highest quality attainable, a procedure for the evaluation of bargaining unit members will be in effect.
2. Classroom visitations, brief and informal, may be conducted by the administrative or supervisory staff to casually observe the effectiveness of a bargaining unit member's performance at anytime. If as a result of the informal observation, the supervisor discovers serious inadequacies in the bargaining unit member's performance, the bargaining unit member will be advised of such and a formal conference and/or observation may be scheduled if necessary using one of the observation models found under Part C, as determined by the unit member's supervisor. Otherwise, the finding of the informal visitations shall not require a formal conference, the preparation of an evaluation report, or appear in the bargaining unit member's personnel file unless a pattern of poor performance is evident.
3. If, in the opinion of the administrative or supervisory staff, it appears necessary to gain knowledge of a bargaining unit member's ability to discipline a class and knowing the presence of another person will have a definite effect upon the behavior of the pupils, it may be necessary to check for such class control by the use of an electronic monitoring device. Any unit member to be so observed shall be notified by the person qualified to make such an observation that the unit member's classes will be monitored any time over a period of a specific week. Otherwise, it is understood and agreed that no such monitoring will take place. All such monitoring shall take place by the observer in complete privacy.
4. All bargaining unit members will have the right, upon request, to review the contents of their personnel file and to make copies of any documents contained in the file. A unit member will be entitled to have a representative of the Association accompany him/her during such review. Any such review shall be conducted in the presence of the Superintendent or the Superintendent's designee.
5. No material derogatory to a bargaining unit member's conduct, service, character, or personality will be placed in his/her personnel file unless the unit member has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the contents thereof. The unit member will also have the right to submit a written response to such material, and his/her response shall be reviewed by the administrator and Superintendent and attached to the file copy only.
6. It is understood and agreed that an authorized observer may have the privilege to request the presence of any member of the administrative or supervisory staff at the unit member's post conference if the presence of such a person has direct bearing or connection with the unit member's professional work performance.
7. A probationary bargaining unit member who is not to be recommended for



tenure shall be so notified no later than sixty (60) days immediately preceding the expiration of the probationary period.

8. All formal observations and evaluations will be sent to the Superintendent and placed in the bargaining unit member's personnel file.
9. It is understood that the formal lesson observation for all bargaining unit members is only a part of the total supervision evaluation process.

## PART B

### OBSERVATION AND EVALUATION PROCEDURES - UNIT MEMBERS SERVING PROBATIONARY PERIOD

1. FORMAL OBSERVATION (BY ADMINISTRATION FOR ALL UNIT MEMBERS SERVING A PROBATIONARY PERIOD)
  - a. All bargaining unit members serving a probationary period will receive a minimum of two (2) formal lesson observations per year. The first observation is to be completed by the third or fourth month and the second by the seventh or eighth month. Unit members eligible for tenure will receive their last formal observation by February 15<sup>th</sup> of their tenure year. Also, a unit member's request for additional observations will be honored whenever possible at a frequency of not less than one month from the previous observation.
  - b. Each formal observation will be preceded by notification that an observation will be made during a specific week. A formal classroom observation will cover a complete lesson, class period, or session of support service in accordance with the unit member's position of employment. The observation will be followed within five (5) school days, if possible, by a post-conference during which the observation will be discussed. The written report of the observation is to be signed by both the administrator and the unit member. Unit member comments may be added to the written form.
  - c. Observations in which there are questions concerning subject matter competency will be supported by subsequent observations by supervisors knowledgeable in the subject matter area.
2. PORTFOLIO (TEACHERS ONLY HOLDING AN INITIAL CERTIFICATE)
  - a. All non-tenured teachers serving a probationary period that do not possess a continuing license or permanent certification will create a portfolio during each school year of the probationary period. The portfolio will include:

Two (2) daily lesson plans  
One (1) unit plan  
Two (2) samples of student assessment  
A copy of the teacher's classroom/behavior management plan  
Four (4) samples of student work  
Two (2) artifacts to demonstrate collaboration with parents, students, and/or support personnel  
A brief written summary that relates some of the artifacts included in the portfolio to the teacher's classroom duties - The written statement should demonstrate reflective and responsive practice by the teacher.

- b. The portfolio will be submitted to the teacher's administrator for initial review by February 1. The teacher and his/her administrator will meet to discuss the portfolio. Suggestions for revisions may be indicated as a result of the review, and a final copy of the portfolio will be submitted to the teacher's administrator by June 1.

### PART C

#### OBSERVATION AND EVALUATION PROCEDURES - UNIT MEMBERS POSSESSING TENURE OR PERMANENT APPOINTMENT STATUS

All tenured bargaining unit members must participate in one of the following observation alternatives each school year. The observation alternative must be decided upon by the unit member after consultation with the unit member's supervisor, by October fifteenth and completed by June first, of that school year. The formal observation alternative must be selected at least once every two years, unless the unit member's supervisor determines an alternative method is best for that year.

##### 1. FORMAL OBSERVATION (BY ADMINISTRATION)

- a. A unit member may elect a formal observation. Observations will be conducted at a time mutually agree upon by the unit member and the administrator.
- b. A formal observation will cover a complete lesson, class period, or session of support service in accordance with the unit member's position of employment. The observation will be followed within five (5) school days, if possible, by a post-conference during which the observation will be discussed. The written report of the observation is to be signed by both the administrator and the unit member. Unit member comments may be added to the written form.

- c. Observations in which there are questions concerning subject matter competency will be supported by subsequent observations by supervisors knowledgeable in the subject matter area.

## 2. PEER OBSERVATION

- a. A bargaining unit member may elect two (2) peer observations during the school year.
- b. Each peer observation will be completed by a support group, such as department member, grade level partners, lead teacher, etc. officially recognized by the administration. There must be two (2) different personnel involved in the observations.
- c. The unit member and the observers will meet within five (5) days to discuss the observation. The observed unit member will then submit to the administrator a written report of the discussion within ten (10) days of the peer observation. This report will be forwarded to the Superintendent.

## 3. SELF-EVALUATION

- a. A unit member may elect to complete a self-evaluation of a videotaped lesson. In circumstances where a videotape of a unit member's professional duties may not be achievable and/or appropriate, the unit member and his/her administrator may agree to an alternate method of obtaining a record of the unit member's performance.
- b. The unit member will submit a written report of the lesson or professional session to the administrator within ten (10) days of the lesson or professional session. This report will be forwarded to the Superintendent.

## 4. GOAL SETTING

- a. A unit member may select a performance goal to achieve during that school year. The administrator must approve the goal and the plan of implementation. The plan should include a clearly stated objective, a time-line, and a method of evaluation.
- b. A final report must be submitted to the administrator and forwarded to the Superintendent.

## 5. PORTFOLIO

- a. A unit member may elect to create a portfolio as an observation alternative. The portfolio will include at least one (1) artifact per

criteria to demonstrate effective practice of five (5) of the evaluation criteria from the unit member's evaluation form; or five (5) artifacts to demonstrate effective practice of one (1) of the evaluation criteria from the unit member's evaluation form. The unit member will generate a brief written summary that relates the artifacts included in the portfolio to the unit member's professional duties. The written statement should demonstrate reflective and responsive practice by the unit member. The portfolio and written summary will be submitted to the unit member's administrator. Upon review by the unit member's administrator, the portfolio will be returned to the unit member.

- b. A copy of the unit member's written summary will be forwarded to the Superintendent.

#### **PART D**

#### PROFESSIONAL IMPROVEMENT PLAN

# ***UNATEGO CENTRAL SCHOOL DISTRICT***

## **Professional Improvement Plan**

### **Introduction**

#### Evaluation

The professional performance of all educators will always be reviewed, assessed and evaluated using the criteria and observation procedures established by the Unatego Central School District (UCS) and the Unatego Teachers Association (UTA) as delineated in the Contract.

All provisions and expectations of the Professional Improvement Plan shall be applicable to teachers, licensed teacher assistants, guidance counselors, school psychologists, and related school providers.

#### Expectations

The education profession carries with it the responsibility and the expectation that each educator will continue to strive to excel professionally throughout his or her career and maintain at least a level of performance deemed satisfactory when judged against the established criteria. An important role of the immediate supervisor of an educator is to provide feedback, formally and informally, on the educator's professional performance and to assist the educator in his/her professional development. Furthermore, assistance should include availing the educator of resources and opportunities for professional growth and improvement.

#### Purpose

The purpose of a Professional Improvement Plan is to provide opportunity to a educator to develop his/her professional skills to a satisfactory level of performance. Such opportunity will include additional time and assistance above and beyond the assistance afforded to an educator by his or her supervisor and colleagues. A professional improvement plan will be developed if an educator continually demonstrates a deficiency of a criterion despite the assistance given to him or her.

## **Procedures**

### Criteria for Recommendation of a Professional Improvement Plan

If the performance of an educator falls below a level deemed acceptable when judged against the criteria established by the District and the Association in alignment with the NYS Education Criteria for Instruction, to the extent that the educator is deemed by the immediate supervisor to have difficulties significant enough that these difficulties:

- seriously compromise the educator's ability to be effective, and
- have been demonstrated repeatedly, and
- have been deemed irremediable without further assistance

then the immediate supervisor will recommend that educator for a Professional Improvement Plan. The plan will offer all available resources to help rectify the significant difficulties in meeting the professional criteria and return the educator's performance to an acceptable level.

### Procedures For Recommendation Of A Professional Improvement Plan

The recommendation of a educator for a Professional Improvement Plan will be initiated by the educator's immediate supervisor via a written report to the Superintendent, with a copy of the report provided to the identified educator. The Superintendent will notify the UTA President of the Professional Improvement Plan recommendation.

The initial identification and recommendation of an educator for a Professional Improvement Plan will include:

- 1) An explanation of specifically how the educator is experiencing difficulties in meeting the established criteria.
- 2) Previous efforts made by the immediate supervisor and the educator to improve performance.
- 3) Previously documented dates of concern.

Any and all documentation contained in the initial recommendation shall be provided to the educator, along with notice of the educator's right to seek UTA representation.

A conference will be held within seven (7) school days of the receipt of the initial recommendation between the Superintendent, the educator's immediate supervisor, and the individual educator, along with representation and collaboration from the UTA and other appropriate resources. The format of the conference will be such that all involved parties will have opportunity to present information and recommendations regarding the possible development of a Professional Improvement Plan. The Superintendent shall notify the educator and the supervisor within three (3) school days of the conference of his or her decision to proceed with the development and implementation of the Professional Improvement Plan.

### Development and Implementation of a Professional Improvement Plan

The educator and his or her immediate supervisor shall meet to collaboratively develop the Professional Improvement Plan within seven (7) school days of the receipt of the letter from the Superintendent. The educator may select a colleague to participate in the planning process.

The Professional Improvement Plan shall include:

- 1) Identification of the specific behavior(s), techniques and criteria that are required for acceptable performance.
- 2) An outline of a program designed to achieve acceptable performance, listing specific performance objectives.
- 3) A date of implementation of the plan and an estimated completion date.
- 4) An established timeline for status reports to the educator indicating whether improvements in performance are evident or still lacking.
- 5) A specific timeline and method(s) for evaluating the educator's improvement, with more than one Administrator evaluating the educator's performance.

The signatures of the Superintendent, the educator, the immediate supervisor, and the UTA representative shall indicate agreement to the plan. The Superintendent shall supply the educator, the immediate supervisor, and UTA representative copies of the plan.

### Completion of a Professional Improvement Plan

At the conclusion of the Professional Improvement Plan, the immediate supervisor shall report to the Superintendent in writing and provide the educator with a copy of the report.

When the educator exhibits successful improvement to a level commensurate with the expectations as outlined in the Professional Improvement Plan, the plan terminates without further action. The educator will be provided with a letter from the Superintendent stating that all expectations have been met and that the plan has been terminated.

### Other

- 1) All costs associated with the educator's involvement in the Professional Improvement Plan are borne by the Unatego School District. Examples could include: release time, training, workshops, or conferences as outlined and agreed upon in the Professional Improvement Plan.

- 2) An educator participating in a Professional Improvement Plan shall receive copies of all documentation associated with the Professional Improvement Plan, including status reports, evaluations, and reports to the Superintendent.
- 3) The educator has a right to respond in writing to any and all reports, observations and evaluations placed in his or her personnel file as part of the Professional Improvement Plan.
- 4) Nothing in the Professional Improvement Plan procedures will prohibit any educator from exercising his or her contractual or legal rights, including grievance and arbitration procedures.
- 5) Nothing in the Professional Improvement Plan procedures will prohibit the District from bringing disciplinary action against the identified educator, except as stipulated in the individual agreement with the identified educator.
- 6) Protections afforded to the educator by the collective bargaining agreement (Contract) and applicable NYS Education Law shall apply at all times.
- 7) Educators requested to assist in a Professional Improvement Plan will not be required to testify or contribute or be involved in any other way in any subsequent disciplinary proceedings. The exception would be to testify whether the Professional Improvement Plan and the procedures were followed as delineated in the Contract.



## PART E

### REVIEW

A standing committee on Unit Member Evaluation, consisting of two (2) administrators appointed by the Superintendent and four (4) bargaining unit members appointed by the Association President, will meet at least annually to review and evaluate the Unit Member Evaluation process.

A brief report will be made to the Association President and Superintendent as to recommendations for changes, if any.

UNATEGO CENTRAL SCHOOL DISTRICT  
CLASSROOM OBSERVATION FORM  
TEACHERS AND LTAs

Name \_\_\_\_\_

Date \_\_\_\_\_

Subject/Grade \_\_\_\_\_

Building \_\_\_\_\_

Status: \_\_\_\_\_ Tenure \_\_\_\_\_ Non-Tenure \_\_\_\_\_ Other \_\_\_\_\_

Lists of indicators for the evaluation criteria are provided as a sample of observable behaviors that demonstrate that the teacher/LTA has met the established criteria. It is not intended that all indicators will be observed in a single lesson observation, or that all indicators must be observed to demonstrate that a criterion has been met.

<p><b>Content Knowledge</b> of subject matter and curriculum</p> <p><b>Indicators:</b></p> <ul style="list-style-type: none"> <li>• Displays current subject knowledge with evidence of continuing pursuit of knowledge and related skills</li> <li>• Applies knowledge to instruction and involves students in learning new concepts</li> <li>• Integrates learning with other subject area content</li> <li>• Presents accurate information</li> <li>• Presents information from multiple points of view</li> <li>• Has understanding of NYS Learning Standards and core curriculum and applies that understanding to teaching</li> </ul>	<p><b>Comments:</b></p>
<p><b>Preparation</b> employing necessary pedagogical practices to support instruction (<b>Not applicable to LTAs</b>)</p> <p><b>Indicators:</b></p> <ul style="list-style-type: none"> <li>• Formulates an instructional plan aligned with NYS Standards, grade level/course goals, objectives, learning styles and assessments</li> <li>• Sets clear short and long term goals and objectives</li> <li>• Establishes instructional objectives with sequential steps for their attainment</li> <li>• Plans to provide students with the opportunity to practice behaviors stated in the objectives</li> <li>• Creates, selects and adapts materials/equipment to accommodate students' differences</li> </ul>	<p><b>Comments:</b></p>

UNATEGO CENTRAL SCHOOL DISTRICT  
 CLASSROOM OBSRVATION FORM  
 TEACHERS AND LTAs

<p><b>Instructional Delivery</b> that results in active student involvement and meaningful lesson plans that result in student learning</p> <p><b>Indicators:</b></p> <ul style="list-style-type: none"> <li>• Uses a variety of teaching techniques that encourage students to meet individual course-grade level objectives</li> <li>• Focuses student attention on the lesson by promoting active learning</li> <li>• Communicates information and expectations effectively</li> <li>• Presents lesson content and activities at appropriate course and/or student ability level</li> <li>• Demonstrates poise, confidence, organizational skills, and communicates effectively</li> </ul>	<p><b>Comments:</b></p>
<p><b>Classroom Management</b> is supportive of diverse student learning needs and creates a supportive learning environment conducive to student learning</p> <p><b>Indicators:</b></p> <ul style="list-style-type: none"> <li>• Maintains a high level of student time-on-task</li> <li>• Establishes classroom rules and routines that are mutually understood and consistently applied</li> <li>• Monitors the behaviors of all students during different types of activities</li> <li>• Creates a social and emotional climate in the classroom that is conducive to learning</li> <li>• Creates appropriate expectations for students and demonstrates enthusiasm for teaching and learning</li> <li>• Uses appropriate strategies to address disruptive behaviors</li> </ul>	<p><b>Comments:</b></p>

UNATEGO CENTRAL SCHOOL DISTRICT  
CLASSROOM OBSRVATION FORM  
TEACHERS AND LTAs

<p><b>Student Assessment</b> techniques based on appropriate learning standards (Not applicable to LTAs)</p> <p><b>Indicators:</b></p> <ul style="list-style-type: none"> <li>• Uses a variety of formal and informal assessment tools and techniques</li> <li>• Provides timely feedback to students</li> <li>• Assists students in the development of self-assessment skills</li> <li>• Aligns objectives, goals, and instructional standards with assessments</li> <li>• Constructs/selects assessment techniques that are matched to the individual and developmental needs of students</li> <li>• Keeps accurate records of student progress and shares information with students, parents and administrators as appropriate</li> </ul>	<p><b>Comments:</b></p>
<p><b>Student Development</b> knowledge and appreciation of diversity and regular application of developmentally appropriate instructional strategies</p> <p><b>Indicators:</b></p> <ul style="list-style-type: none"> <li>• Recognizes differences in learning styles and ability levels and modifies instruction for them</li> <li>• Instruction is developmentally appropriate, challenging and accurately paced</li> <li>• The lesson contains appropriate content in a context which allows it to be relevant to a diverse student population</li> <li>• The lesson promotes student motivation to learn by making the content current, meaningful and purposeful to the student</li> </ul>	<p><b>Comments:</b></p>

UNATEGO CENTRAL SCHOOL DISTRICT  
CLASSROOM OBSERVATION FORM  
TEACHERS AND LTAs

Collaboration with students, parents, and support personnel

**Indicators:**

- Works to establish appropriate relationships with parents, students and colleagues
- Is a contributing team member
- Demonstrates an open attitude toward educational initiatives and methodologies
- Shares information with colleagues from professional growth activities
- Fosters positive interaction among students within the classroom

**Comments:** Evidence of collaboration may or may not be present during the formal lesson observation period. For formal observations, this section may be completed during a post-lesson conference. The teacher may bring supportive evidence of collaboration.

**Reflective and Responsive Practice** made on a continuing basis to improve the effectiveness of instruction and assessment

**Indicators:**

- Engages in reflective practice by revising lesson plans, refining activities and focusing on student learning and achievement
- Identifies and utilizes professional growth activities as a means of professional development
- Actively assesses curriculum and instructional approaches in relationship to student needs
- Uses one or more strategies to reflect on teacher practice.

**Comments:** For formal observations, this section may be completed during a post-lesson conference. The teacher may bring supportive evidence of reflective and responsive practice.

UNATEGO CENTRAL SCHOOL DISTRICT  
CLASSROOM OBSERVATION FORM  
TEACHERS AND LTAs

Recommendations:

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

I certify that I have received a copy of this evaluation. My signature does not necessarily signify concurrence with its contents.

Teacher/LTA Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments:

UNATEGO CENTRAL SCHOOL DISTRICT  
EVALUATION FORM  
PUPIL PERSONNEL PROVIDERS  
(PSYCHOLOGIST, GUIDANCE COUNSELOR, OTHERS)

Name \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_ Building \_\_\_\_\_

Status: \_\_\_\_\_ Tenure \_\_\_\_\_ Non-Tenure \_\_\_\_\_ Other \_\_\_\_\_

Lists of indicators for the evaluation criteria are provided for pupil personnel providers and administrators as a sample of observable behaviors that demonstrate the provider has met the established criteria. It is not intended that all indicators will be observed in a single observation, or that all indicators must be observed to demonstrate that a criterion has been met.

<p><b>Content Knowledge</b> in respective pupil personnel discipline</p> <p><b>Indicators:</b></p> <ul style="list-style-type: none"> <li>• Understands fundamental principles and tenets used in discipline</li> <li>• Knows special education classification and diagnostic categories</li> <li>• Is aware of current ideas, theories, and hypotheses used in discipline</li> <li>• Knows current techniques, strategies, and best practices used in discipline</li> <li>• Knows current federal and state regulations as they relate to both general and special education</li> <li>• Understands transition planning issues and CDOS Standards (when appropriate)</li> <li>• Knows about government, private, and community resources available for the enhancement of services to students and their families</li> </ul>	<p><b>Comments:</b></p>
<p><b>Preparation</b> employing necessary pedagogical practices in pupil personnel discipline</p> <p><b>Indicators:</b></p> <ul style="list-style-type: none"> <li>• Demonstrates the utilization of effective scheduling techniques</li> <li>• Demonstrates knowledge of appropriate assessments and their administration</li> <li>• Demonstrates planning and preparation for both individual and group counseling</li> </ul>	<p><b>Comments:</b></p>

UNATEGO CENTRAL SCHOOL DISTRICT  
EVALUATION FORM  
PUPIL PERSONNEL PROVIDERS  
(PSYCHOLOGIST, COUNSELOR, OTHERS)

<p><b>Delivery of Professional Services</b> results in active student, appropriate staff/student interaction and meaningful plans that result in student learning</p> <p><b>Indicators:</b></p> <ul style="list-style-type: none"> <li>• Selects/develops and implements intervention strategies for treatment of identified disabilities</li> <li>• Selects/develops and uses appropriate intervention materials and instrumentation for treatment of identified disabilities</li> <li>• Interprets and uses data to modify therapy, strategies, materials and/or instrumentation to meet the individual needs of students</li> <li>• Engages students in problem solving, decision making, critical thinking, and creativity</li> <li>• Utilizes individual and group service delivery as well as consultation to maximize student interaction</li> <li>• Helps families and schools deal with crises</li> </ul>	<p><b>Comments:</b></p>
<p><b>Student Assessment</b> techniques are based on accepted psychometric standards and current professional practice</p> <p><b>Indicators:</b></p> <ul style="list-style-type: none"> <li>• Implements screening procedures</li> <li>• Selects and implements evaluation procedures (non-standardized tests, FBAs, standardized tests)</li> <li>• Adapts interviewing and testing procedures to meet individual student needs</li> <li>• Interprets and integrates test results and behavioral observations, synthesizes information gained from all sources, develops diagnostic impressions, and makes recommendations</li> <li>• Monitors student progress through the use of appropriate data collection systems</li> <li>• Provides/modifies evaluation and counseling methods at the appropriate level for each student</li> <li>• Encourages students to monitor and assess their own progress</li> <li>• Utilizes a variety of assessment and evaluation procedures</li> <li>• Provides ongoing feedback to students</li> <li>• Has an understanding of student diagnosis and the impact on learning</li> </ul>	<p><b>Comments:</b></p>



UNATEGO CENTRAL SCHOOL DISTRICT  
EVALUATION FORM  
PUPIL PERSONNEL PROVIDERS  
(PSYCHOLOGIST, COUNSELOR, OTHERS)

<p><b>Student Development</b> knowledge and appreciation of diversity and application of developmentally appropriate practice</p> <p><b>Indicators:</b></p> <ul style="list-style-type: none"> <li>• Demonstrates knowledge of student development</li> <li>• Uses strategies that promote understanding and appreciation of diversity and tolerance</li> <li>• Demonstrates understanding of developmentally appropriate practices</li> </ul>	<p><b>Comments:</b></p>
<p><b>Collaboration</b> effective relationships with students, care givers and other professionals to meet the needs of students</p> <p><b>Indicators:</b></p> <ul style="list-style-type: none"> <li>• Demonstrates communication skills that take into consideration the communication needs and the cultural values of the student</li> <li>• Identifies and makes referrals to appropriate professionals on behalf of students for related services including audiological, educational, medical, psychological, social and vocational, as appropriate</li> <li>• Collaborates with other professionals in matters relevant to case management</li> <li>• Provides information and supportive guidance regarding a student's disability to staff, family, etc.</li> <li>• Plan and implements educational programs for staff to facilitate acceptance and treatment of disabilities</li> <li>• Promotes mutual respect between and among students and professionals</li> <li>• Establishes and maintains open lines of communication with students, parents, colleagues, administrators, and community agencies concerning student progress while respecting confidentiality</li> </ul>	<p><b>Comments:</b> Evidence of collaboration may or may not be present during the formal lesson observation period. For formal observations, this section may be completed during a post-lesson conference. The teacher or service provider may bring supportive evidence of collaboration.</p>

UNATEGO CENTRAL SCHOOL DISTRICT  
EVALUATION FORM  
PUPIL PERSONNEL PROVIDERS  
(PSYCHOLOGIST, COUNSELOR, OTHERS)

<ul style="list-style-type: none"> <li>• <b>Reflective and Responsive Practice</b> made on a continuing basis to improve the effectiveness of service delivery</li> </ul> <p>Indicators:</p> <ul style="list-style-type: none"> <li>• Establishes professional goals and pursues opportunities to grow professionally</li> <li>• Demonstrates a willingness to accept, seek, or offer solutions to problems</li> <li>• Adjusts professional practice in response to student performance, progress and needs</li> <li>• Critically evaluates materials, methods, strategies and assessments and adjusts accordingly</li> <li>• Participates in professional organizations and other professional/staff development activities</li> </ul>	<p>Comments: For formal observations, this section may be completed during a post-lesson conference. The teacher or service provider may bring supportive evidence of reflective and responsive practice.</p>
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Recommendations:

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

I certify that I have received a copy of this evaluation. My signature does not necessarily signify concurrence with its contents.

Pupil Personnel Provider Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments:

## ARTICLE XII

### **MISCELLANEOUS PROVISIONS**

- A. Copies of this agreement shall be mimeographed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.
- B. The probationary appointment period for new teachers will be three (3) years. Except, the probationary period shall not exceed two years for a teacher previously appointed on tenure in another school district, within the state, or where the teacher had previously been appointed to tenure in the Unatego CSD, and to teachers who achieved tenure at a BOCES; provided the teacher was not dismissed from the former district.
- C. Tuition fees will be waived for children of bargaining unit members who live outside of the District yet wish their children to attend classes in the Unatego Central School District.
- D. The District shall establish an IRS 125 Plan for the purpose of premium conversion for employee contributions towards health and dental premiums.

## ARTICLE XIII

### **TEACHING HOURS**

- A. The Elementary teacher workday will begin at 8:00 AM and will end at 2:50 PM. The jr./sr. high school teacher workday will begin at 8:00 AM and will end at 2:45 PM.
- B. Teachers shall remain on duty after student dismissal for the time necessary to complete their professional responsibilities. It is understood and agreed that an integral part of the professional responsibilities of each teacher is to provide adequate time after school for conferring with students who require and/or request additional help, parent conferences and preparation for the next day's teaching schedule.
- C. Generally teachers may be required to remain for meetings, workshops and professional conferences without additional compensation for no more than three (3) meetings for no more than an aggregate of three (3) hours in any one month, with no meeting being more than 1 ½ hours in length. In the event of an emergency or under unusual circumstances the administrators may call additional meetings. Agendas for such meetings will be established by the Administration. It is understood that more than one topic may be covered under the agenda and that this may entail meetings at more than one site in the building.
- D. Attendance at all other meetings other than during the regular work day shall be at the option of the individual teacher.

**ARTICLE XIV**  
**TEACHING LOAD**

DEFINITION: Teacher load is the total workday or assignment(s) for a teacher. A student assignment means any assignment during which a teacher is responsible for instruction and/or supervising students.

A. ELEMENTARY

1. The total pupil contact time of classroom and special teachers shall not exceed an average of 322 minutes per day over a one-week period.
2. Elementary teachers shall have a 30-minute period free from assigned duties during the hours normally allowed for pupils' lunch periods.
3. Teacher aides shall be employed to supervise noon hour and playground duties. Teachers will be requested to assist in such duties only in cases of extreme emergency.
4. Elementary teachers in Grades 4, 5 and 6 shall have one (1) free period per day of forty (40) minutes duration for activities related to the instructional program.
5. Elementary teachers shall not be assigned to bus duty, except at critical times such as the beginning of the school year, holidays, and emergencies.

B. SECONDARY

1. All secondary teachers (including department chairs and lead teachers) shall not be assigned more than five (5) classes plus one duty (as defined below) each day. The District shall have the right to assign a sixth class instead of a duty to teachers, other than department chairs and lead teachers. However, no teacher can be assigned a sixth class two years in a row in an academic area unless such assignment is voluntary on the teacher's part. In the event that a teacher voluntarily agrees to teach a sixth class and as a result of such an agreement the teacher has taught more than five classes for two consecutive years, such teacher will not be eligible to teach a sixth class in the following year. Academic areas are defined as English, Social Studies, Science, Math and Foreign Language. The Association will be given a master schedule prior to the beginning of each school year.
2. Within the workday each secondary teacher should have two free periods per day for activities related to the instructional program, as well as a duty free lunch period equal in length to the students' lunch period.
3. Study hall supervision, AM Bus Duty, and/or similar assignments will be considered a duty and equivalent to one teaching assignment. PM bus, and between class and beginning of day and end of the day hallway supervision shall

not count as a teaching assignment or duty for purposes of the above. If morning hallway supervision is not assigned, teachers must be in their classrooms and available to students as of 8:00 AM.

4. Teacher assignments to activities other than those specified in B-3 above shall be rotated at least every four (4) years provided a teacher so assigned submits a request to be relieved of the duty.
  5. If secondary teachers are assigned to teach six classes (under B.1.) in such instances the total number of students assigned to said teacher(s) shall not exceed 150. This shall not apply in the areas of physical education, chorus, and band.
  6. Teachers with six classes and four (4) or more preparations shall not be assigned any additional duties including homeroom, PM bus duty, hallway supervision, etc.
  7. A committee consisting of two teachers selected by the UTA and two Administrators selected by the building principal shall meet to discuss schedule adjustments within the total length of the work day which affect Article XIV, Section B.1. Said committee would then file a written report to both the Association and District. Any changes in terms and conditions of employment and/or the contract would require the written agreement of both the UTA and District.
- C. The administration may require a teacher to supervise an extra class or part of a class only in the case of emergency situations, such as failure of the absentee to notify the Designated Building Principal of the impending absence in advance, or illness of a teacher during the school day or inability of a teacher to find a substitute. This emergency situation shall be of one (1) school day's duration. The administration shall make every effort to obtain substitute teachers as necessary.

**ARTICLE XV**  
**CLASS SIZE**

Temporary Changes to Class Size For a Particular Class

- A. Should it be necessary to exceed the class size limits established by Board of Education Policy, the following procedure will be followed:
1. The Designated Building Principal will notify the Board of Education immediately.
  2. At the next regularly scheduled Board of Education meeting, the Designated Building Principal involved will present his/her position and rationale for exceeding a class size to the Board of Education for consideration.

3. If less than seven (7) days exist between the occurrence of the overload and the next regular Board of Education meeting, arguments will be presented at the second regular Board of Education meeting.
  4. The teacher directly involved will present his/her views relating to the proposed change to the Board of Education at the same meeting. The teacher will be entitled to representation when presenting his/her position.
  5. Both the Designated Building Principal and the teacher involved may present further data at a subsequent Board of Education meeting if it appears desirable.
  6. The Administrators and the Board of Education will make every effort to correct the overload within three months from the time the overload is reported to the Board of Education.
- B. When an increase in the maximum class size is proposed, the Administrators will consult with the teacher(s) involved prior to presenting it to the Board of Education for approval.
- C. Any approved increases in class size will apply for that school year and that school year only.

Changes to Class Size Maximum Numbers

- D. Class size maximum numbers as stated in the Board of Education policy will not be changed by the Board of Education until a joint committee, made up of the President of the Board of Education, President of the Unatego Teachers Association, one board member, one Administrator and two members of the professional staff appointed by the Unatego

Teachers Association, have studied the situation and reported its findings to the Board of Education and the Unatego Teachers Association. The report of the findings is to be made not later than March 1 of the last year of the contract term.

**ARTICLE XVI**

***DEPARTMENT CHAIRPERSON AND LEAD TEACHER***

- A. Each academic area with four or more personnel shall have a department chairperson. Those departments with the full-time equivalent of 2 to 3 persons shall have a lead teacher.
- B. The requirements for the department chairperson and lead teacher shall be:
1. Certification in the subject area (Masters Degree or equivalent)

2. For a teacher within the system - some supervisory courses or equivalent experience which will prepare a prospective chairperson for functioning in a supervisory capacity.
  3. For a teacher outside the system - successful teaching experience or experience commensurate with the requirements for a department chairpersonship in the Unatego School System.
- C. The primary responsibility of the department chairperson will be the educational program of his/her department. Some of the duties should include:
1. Establishing curriculum together with the department members.
  2. Learning, evaluating, and inaugurating modern teaching techniques.
  3. Exploring new materials.
  4. Assisting the Administration with the evaluating of the teaching staff within the department.
  5. Coordinating the department and acting as counselor and advisor to the staff members.
- D. The department chairperson shall also make every effort to improve the professional capabilities of his/her staff through in-service programs, professional meetings and all other means available to him/her. He/she should act as a link between the department and the Administration.
- E. The department chairperson and lead teacher shall make recommendations in such areas as:
1. Teaching assignments in the department
  2. Purchasing of equipment and supplies
  3. Directing of department activities
- F. Recommendations for department chairperson shall be made by department members for the approval of the administrators and the Board of Education. Lead teacher shall be selected by the administration for board approval.
- G. Selection of department chairperson and lead teachers shall begin during any school year when a vacancy exists or occurs in academic areas and qualified candidates are available.
- H. Compensation for department chairperson of academic areas will be: 6% of the base salary for departments with 4-5 teachers and 7% of the base salary for departments with 6 or more teachers. Lead teachers shall receive a stipend of \$200.
- I. All department chairpersons and lead teachers will be subject to evaluation and reappointment at the end of each three-year period following their first appointment.

## ARTICLE XVII

### *LONG-TERM SUBSTITUTE TEACHERS, OCCUPATIONAL THERAPISTS, ASSISTANT OCCUPATIONAL THERAPISTS, PHYSICAL THERAPISTS, AND LICENSED TEACHING ASSISTANTS*

#### Long-Term Substitute Teachers

A. Long-Term Substitutes shall not be entitled to the following provisions:

1. Article V
  - a. Section A.I
  - b. Section B - Subsections 2 3
  - c. Section C
  - d. Section D
  - e. Section E
  - f. Section F
  - g. Section G
2. Article VI
3. Article VII
4. Article IX
5. Article X
6. Article XIX
7. Article XXV

#### B. EVALUATION

1. Article XI does not apply to long-term substitutes.
2. Long-term substitutes will be expected to maintain a program of classroom instruction while in service.
3. Building Principals will supervise the performance of long-term substitutes according to the following criteria:
  - a. Subject matter competency
  - b. Classroom management
  - c. Professional preparation and attitude
  - d. Staff relationships
  - e. Parent relationships
  - f. Pupil relationships



4. Long-term substitutes who are not maintaining the program of classroom instruction will be referred to the Superintendent by Building Principals for dismissal.
5. The Superintendent will recommend dismissal of a long-term substitute to the Board of Education based upon a statement of reasons.
6. Long-term substitutes will be given a written statement of reasons and at least two (2) weeks notice of dismissal.

### **Licensed Teaching Assistants**

Licensed Teaching Assistants employed by the District will not be covered under the following provisions of this Agreement

1. Article V: Sections C, E, F, and G
2. Article VI
3. Article VII
4. Article IX
5. Article X
6. Article XIV; Section A (1, 3, 4, and 5), B, and C
  - a. Licensed Teaching Assistants will be entitled to thirty (30) minutes of preparation time per day.
7. Article XVI
8. Article XXI; Section A, B, C, and D
  - a. The Superintendent shall put into effect the agreed upon salary schedule as established in Appendix C.
  - b. The Superintendent agrees to keep all Licensed Teaching Assistants on step of the adopted salary schedule during any school year.

### **Occupational Therapist**

The Occupational Therapist will be eligible for all rights and benefits under the terms of the Agreement between the Unatego Superintendent and the Unatego Teachers Association except for those provisions listed below:

The following provisions of the Agreement shall not apply:

1. Article V, Sections E, F, G
2. Article VI
3. Article VII
4. Article IX, Sections A, B, C

5. Article XV

The following provisions of the agreement shall apply subject to modification:

1. Article XI, Part III, Modification: The Occupational Therapist will be evaluated annually using the evaluation form for Pupil Personnel Providers.
2. Article XII, Section B, Modification: The probationary period for the Occupational Therapist will be 26 weeks.
3. Article XIII, Modification: The workday for the Occupational Therapist will be 8:00 AM to 3:00 PM.
4. Article XIV, Modification: Occupational Therapist will have a 30-minute duty free lunch.
5. Article XVI, Section A, Modification: The Occupational Therapist will serve in a supervisory capacity for the Assistant Occupational Therapist in accordance with applicable New York State regulations and requirements.
6. Article XVI, Section H, Modification: The Occupational Therapist will be compensated 3% of the base salary for supervisory duties of the Assistant Occupational Therapist.
7. Article XXI, Modification: Base salary shall be as per the Teacher salary schedule.

### **Physical Therapist and Assistant Occupational Therapist**

It is understood that incorporation of the Physical Therapist and the Assistant Occupational Therapist titles into the bargaining unit shall apply as per the following terms. The Physical Therapist and the Assistant Occupational Therapist will be eligible for all rights and benefits under the terms of the Agreement between the Unatego Superintendent and the Unatego Teachers Association except for those provisions listed below.

The following provisions of the Agreement shall not apply:

1. Article V, Sections E, F, G
2. Article VI
3. Article VII
4. Article IX, Sections A, B,C
5. Article XV
6. Article XVI

The following provisions of the Agreement shall apply subject to modification:

1. Article XI, Part III, Modification: The Physical Therapist and Assistant Occupational Therapist will be evaluated annually using the evaluation form for Pupil Personnel Providers.
2. Article XII, Section B, Modification: The probationary period for the Physical Therapist and Assistant Occupational Therapist will be 26 weeks.
3. Article XIII, Modification: The work day for the Physical Therapist and Assistant Occupational Therapist will be 8:00 AM to 3:00 PM.

4. Article XIV, Modification: The Physical Therapist and Assistant Occupational Therapist will have a 30-minute duty free lunch.
5. Article XXI, Modification: Base salary for the Physical Therapist shall be as per the Teacher salary schedule. Base salary for the Assistant Occupational Therapist shall be as per 70% of the Teacher salary schedule.

### ARTICLE XVIII

#### **SCHOOL WORK YEAR**

- A. The number of required teaching days, conference days and emergency days shall be in accord with the calendar established by the Administration and the Teachers Association. It shall coincide with the Supervisory District of which Unatego Central School is a member except that:
  1. The Board shall adopt a calendar of 185 days. Said calendar shall consist of up to 184 teaching days (depending on the number of inservice days) plus up to three (3) inservice workdays (superintendent's conference days) to yield the 185 day total.  
  
[i.e. - 184 teaching days plus one inservice day, 183 teaching days plus 2 inservice days, or 182 teaching days plus 3 inservice days.]
  2. Said calendar shall contain four (4) days for emergencies. Any emergency days required to be added, (over and above those originally allocated) which would result in school being in session for less than 180 days (inclusive of the superintendent conference days), shall be regained by subtracting an equal number of days from either the Easter or Spring vacation, whichever occurs later.
  3. The District may schedule teachers for half workdays the first and last days of school. If the District wishes to do such, said two half days will count as only one day as regards the 185 day calendar.
- B. Teachers may be required to serve any additional time necessary only to complete their professional responsibilities for the year.
- C. One (1) unused emergency day will be added to Spring, Easter or Memorial Day vacation.
- D. If unused emergency days remain after the use of one as per Section C, Article XVIII then the elementary teachers shall be given two (2) half days during Regents week for clerical purposes. Said days shall be available if days remain above the required 180 state aid days (inclusive of superintendent's conference days).

## ARTICLE XIX

### ***ASSIGNMENT, VOLUNTARY TRANSFERS AND REASSIGNMENTS***

- A. Teachers will be notified of their tentative program for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes that they will have, as soon as practical and under normal circumstances if possible by June 1 but not later than June 10.
- B. Notice of assignments for all newly employed personnel, of their specific position, shall be given as soon after appointment as possible.
- C. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may inquire at any time to ascertain the possibility of such a vacancy in the following school year and may file a written statement of such desire with the appropriate principal ordinarily not later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.
- D. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.

## ARTICLE XX

### ***VACANCIES AND PROMOTIONS***

- A. All vacancies in promotional positions, as defined in paragraph B of this article shall be posted in every school, setting forth a description of and the qualifications for the position. This posting generally shall include placement in the reception area of each building's principal's office, faculty room of each building, and a copy mailed to the Association President.
- B. When school is in session, such notice shall be posted as soon as the position exists or at least ten (10) calendar days before the final date when applications must be submitted.
- C. Teachers who desire to apply for such vacancies when school is in session shall submit their application in writing to the Superintendent or the Designated Building Principal within ten (10) calendar days following the posting of the vacancies.

Teachers who wish to apply for promotional positions that may occur during the summer vacation period shall submit their names, summer address and phone number to the Superintendent at the end of the school year. Such notices shall be posted and sent at least ten (10) calendar days before the final date applications must be submitted. The above condition will prevail until August 1 after which, if a vacancy occurs, the administration shall have the right to fill the vacancy as

quickly as possible giving due consideration to the teachers who filed their names indicating the desire to apply for promotional positions.

- D. Promotional positions are defined as follows:

Positions not on the basic salary schedule for teachers and/or positions on the administrator-supervisory level, including but not limited to positions as: supervisor, director, principal, department head, guidance counselor, coordinator, and coach.

- E. All appointments to the above vacancies and openings shall be based on qualifications.
- F. Present staff members applying for a promotional position or vacancy will be given full consideration. Present staff members not selected will receive a personal interview as to why he/she did not receive the promotion or vacancy requested.

## **ARTICLE XXI**

### ***PROFESSIONAL COMPENSATION***

- A. The Superintendent agrees to keep all teachers on step of the adopted salary schedule during any school year.
- B. The Superintendent may grant service credit for salary structure placement to candidates for employment on the basis of one (1) year of credit for one (1) year of military service up to a maximum of two (2) years. This provision shall be applicable to all teachers employed on or after July 1, 1963, the date the Unatego School District was established. All commitments effective prior to July 1, 1963 shall remain in effect.
- C. The Superintendent shall grant no more than one (1) salary step for each year of actual teaching experience up to the last automatic salary step.
- D. The Superintendent shall put into effect the agreed upon salary schedule as established in Appendix "A".
- E. The Superintendent shall put into effect the agreed upon salary schedule for extracurricular activities as established in Appendix "B".
- F. Acceptance of an extracurricular activity assignment as established in Appendix "B" shall be at the teacher's option.

## **ARTICLE XXII**

### ***HEALTH INSURANCE***

- A. The Superintendent shall offer to members of the Unatego Teachers Association the DCMO BOCES Consortium Blue PPO Plan A.

The District Plan will include a prescription drug rider as follows:

Generic - \$5.00  
Legend - \$10.00

Mail Order (all orders over 30 days) - \$5.00

- B. The Superintendent shall pay 90% of the cost for individual coverage and 85% of the cost for dependent coverage. The District shall pay only a pro-rated portion of these amounts for those part-time employees hired after October 1, 1988.
- C. A committee will be formed composed of 3 teachers and 3 Board appointed members. The purpose of the committee is to study alternatives to the current health plan. The committee shall be activated at the request of either party. Any member of the committee may propose an alternative to the current health plan. If it is determined that the new plan will provide acceptable benefits and result in savings to the District the plan will be sent to the parties for consideration and possible adoption. If the new plan results in premium cost savings to the District, 40% of such savings will be applied towards the unit member share of the health insurance premiums for the coming year. District savings will be defined based on the projected rates for the upcoming plan year as proposed by the carriers and the projected census of unit members covered under the plan.
- D. The District shall offer and continue to offer to retirees the health plan specified in Section A of this article. The District shall pay 50% of the cost for individual coverage and 35% of the cost for dependent coverage. For unit members retiring on or after June 30, 2006, with fifteen or more years of service, the District shall pay 65% of the cost for individual coverage and 50 % of the cost for dependent coverage.
- E. The District shall provide coverage to surviving dependents and spouse (as defined in the Internal Revenue Service Code) provided the surviving spouse and/or dependent pays 100% of the cost of the coverage.
- F. The Plan coverage shall include the "Non-Duplication" Medicare Supplement.
- G. HMO Alternative - Community Health Plan of Bassett.
- H. All eligible unit members shall have the option of dropping the health insurance plan provided by the District, and they will receive \$500 for the 2000-2001 school year and \$1000 annually thereafter. For the 2000-2001 school year, notification for requesting this option must be made by March 15, 2001.

All unit members who meet the criteria and who elect not to take the health insurance plan are eligible.

Notification for requesting this option must be given in writing and proof of alternate coverage must be provided to the Superintendent or designee annually by April 30th or upon the date of hire for new unit members.

Payment will be issued in the last pay period in June or upon the unit member's separation from the District. The payment shall be pro-rated if there is less than a full year of employment.

If a unit member wishes to change his/her option, written notice must be given to the Superintendent or designee by April 30<sup>th</sup>, regardless of the date of hire, and said change

will be effective as of July 1<sup>st</sup> of the succeeding fiscal year if the criteria of the health insurance plan is met and approved.

A unit member who loses coverage under a spouse's plan will, upon proof of said loss, be allowed re-entry into the insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be pro-rated if the entry is in the same year the plan was dropped.

The above benefit shall not be available to unit members who, as of December 1, 2000, were on the payroll but opted not to accept the district's health insurance benefit.

- I. The District will offer an IRS section 125 plan. The third party administrative costs of the plan will be the responsibility of the unit member participating in the plan unless the unit member allocates more than \$500 to the plan or if the unit member only accepts the plan for purposes of the employee contribution to health insurance premiums.

### ARTICLE XXIII

#### **DENTAL INSURANCE**

- A. SAVINGS DUE TO CHANGES: If any change in health insurance plans take place as a result of the study, 50% of the savings shall be applied to the dental plan up to a maximum of \$1500 additional.
- B. Trust Fund
  1. A Trust Fund will be established and administered by the Unatego Teachers Association for the purpose of providing dental benefits to the members of the bargaining unit.
  2. The District shall contribute to the Fund as follows:  
  
2006-07: \$24,774  
2007-08: \$26,774  
2008-09: \$28,774  
2009-10: \$30,774

District contributions to the Fund shall be according to the following schedule:

July 1 - 50% of annual contribution

October 1 - 25% of annual contribution

January 1 - 25% of annual contribution.

3. The District shall deduct employee contributions from participating employees. Said deductions shall be forwarded to the Fund. The District will be notified of amounts to be deducted by September 15th of each year.
4. The Trust Fund shall contract with a third party administrator to administer the dental reimbursement program or the Association shall administer a union welfare trust dental program.
5. All funds remaining in the Fund at the end of each fiscal year shall be rolled over into the following year.
6. The Fund Trustees shall:
  - a. execute a contract with a third party administrator,
  - b. determine employee contributions in consultation with the administrator,
  - c. determine benefit levels after consultation with the administrator,
  - d. administer the Trust Fund,
  - e. and perform other duties as per the Declaration of Trust.
7. The Association will provide a copy of annual Fund reports to the District at the end of each fiscal year.
8. The District shall be held harmless from any possible actions brought against the District and the Fund.



APPENDIX A

**PROFESSIONAL COMPENSATION**

- A. All teachers shall be placed on their salary step for each of the school years covered by the contract period.
- B. For the 2006-07 year, all those teachers off the schedule shall receive an increase of 4.5% of their 2005-06 salary. This increase excludes any new hours earned, whose rate would be determined by the salary schedule.
- C. 2006-2007 Salary Schedule

STEP	B	B+5	B+10	B+15	B+20	B+25	B+30	M	B+45	M+15	B+60	M+30	M+45	DOCT
1	36,984	37,277	37,564	37,853	38,141	38,429	38,719	39,297	39,585	40,447	40,447	41,593	42,827	44,178
2	37,484	37,777	38,064	38,353	38,641	38,929	39,219	39,797	40,085	40,947	40,947	42,093	43,327	44,678
3	38,007	38,299	38,587	38,875	39,163	39,452	39,741	40,319	40,608	41,470	41,470	42,615	43,849	45,200
4	38,550	38,843	39,130	39,418	39,707	39,995	40,285	40,863	41,151	42,013	42,013	43,159	44,393	45,744
5	39,093	39,386	39,673	39,962	40,250	40,539	40,828	41,406	41,694	42,557	42,557	43,702	44,936	46,287
6	39,661	39,955	40,241	40,530	40,819	41,106	41,397	41,975	42,261	43,124	43,124	44,270	45,505	46,854
7	40,229	40,521	40,809	41,098	41,386	41,675	41,963	42,542	42,829	43,692	43,692	44,838	46,072	47,422
8	40,820	41,113	41,401	41,690	41,979	42,266	42,557	43,134	43,422	44,285	44,285	45,430	46,663	48,015
9	41,413	41,705	41,992	42,282	42,570	42,858	43,148	43,726	44,014	44,878	44,878	46,022	47,255	48,607
10	42,026	42,318	42,606	42,894	43,183	43,471	43,763	44,338	44,628	45,489	45,489	46,634	47,867	49,221
11	42,772	43,067	43,354	43,642	43,932	44,218	44,509	45,084	45,374	46,237	46,237	47,383	48,615	49,967
12	43,489	43,781	44,071	44,358	44,647	44,935	45,227	45,800	46,089	46,952	46,952	48,097	49,331	50,681
13	44,810	45,114	45,413	45,711	46,008	46,307	46,608	47,203	47,503	48,395	48,395	49,582	50,859	52,256
14	44,999	45,302	45,604	45,900	46,204	46,500	46,805	47,404	47,704	48,601	48,601	49,794	51,074	52,478
15	45,189	45,488	45,793	46,092	46,397	46,696	47,000	47,602	47,902	48,803	48,803	50,003	51,291	52,701
16	45,376	45,679	45,984	46,285	46,591	46,891	47,196	47,800	48,103	49,008	49,008	50,213	51,509	52,924
17							47,395	47,999	48,300	49,205	49,205	50,413	51,709	53,124
18											49,290	50,500	51,794	53,208

D. For the 2007-08 year, all those teachers off the schedule shall receive an increase of \$2137 over their 2006-07 salary. This increase excludes any new hours earned, whose rate would be determined by the salary schedule.

E. 2007-2008 Salary Schedule

STEP	B	B+5	B+10	B+15	B+20	B+25	B+30	M	B+45	M+15	B+60	M+30	M+45	DOCT
1	38,621	38,914	39,201	39,490	39,778	40,066	40,356	40,934	41,222	42,084	42,084	43,230	44,464	45,815
2	39,121	39,414	39,701	39,990	40,278	40,566	40,856	41,434	41,722	42,584	42,584	43,730	44,964	46,315
3	39,621	39,914	40,201	40,490	40,778	41,066	41,356	41,934	42,222	43,084	43,084	44,230	45,464	46,815
4	40,144	40,436	40,724	41,012	41,300	41,589	41,878	42,456	42,745	43,607	43,607	44,752	45,986	47,337
5	40,687	40,980	41,267	41,555	41,844	42,132	42,422	43,000	43,288	44,150	44,150	45,296	46,530	47,881
6	41,230	41,523	41,810	42,099	42,387	42,676	42,965	43,543	43,831	44,694	44,694	45,839	47,073	48,424
7	41,798	42,092	42,378	42,667	42,956	43,243	43,534	44,112	44,398	45,261	45,261	46,407	47,642	48,991
8	42,366	42,658	42,946	43,235	43,523	43,812	44,100	44,679	44,966	45,829	45,829	46,975	48,209	49,559
9	42,957	43,250	43,538	43,827	44,116	44,403	44,694	45,271	45,559	46,422	46,422	47,567	48,800	50,152
10	43,550	43,842	44,129	44,419	44,707	44,995	45,285	45,863	46,151	47,015	47,015	48,159	49,392	50,744
11	44,163	44,455	44,743	45,031	45,320	45,608	45,900	46,475	46,765	47,626	47,626	48,771	50,004	51,358
12	44,909	45,204	45,491	45,779	46,069	46,355	46,646	47,221	47,511	48,374	48,374	49,520	50,752	52,104
13	45,626	45,918	46,208	46,495	46,784	47,072	47,364	47,937	48,226	49,089	49,089	50,234	51,468	52,818
14	46,947	47,251	47,550	47,848	48,145	48,444	48,745	49,340	49,640	50,532	50,532	51,719	52,996	54,393
15	47,136	47,439	47,741	48,037	48,341	48,637	48,942	49,541	49,841	50,738	50,738	51,931	53,211	54,615
16	47,326	47,625	47,930	48,229	48,534	48,833	49,137	49,739	50,039	50,940	50,940	52,140	53,428	54,838
17							49,333	49,937	50,240	51,145	51,145	52,350	53,646	55,061
18											51,342	52,550	53,846	55,261

- F. For the 2008-2009 year, all those teachers off the schedule shall receive an increase of 4.0% of their 2007-08 salary. This increase excludes any new hours earned, whose rate would be determined by the salary schedule.
- G. 2008-2009 Salary Schedule

STEP	B	B+5	B+10	B+15	B+20	B+25	B+30	M	B+45	M+15	B+60	M+30	M+45	DOCT
1	39,066	39,971	40,269	40,570	40,869	41,169	41,470	42,071	42,371	43,267	43,267	44,459	45,743	47,148
2	40,166	40,471	40,769	41,070	41,369	41,669	41,970	42,571	42,871	43,767	43,767	44,959	46,243	47,648
3	40,686	40,991	41,289	41,590	41,889	42,189	42,490	43,091	43,391	44,287	44,287	45,479	46,763	48,168
4	41,206	41,511	41,809	42,110	42,409	42,709	43,010	43,611	43,911	44,807	44,807	45,999	47,283	48,688
5	41,750	42,053	42,353	42,652	42,952	43,253	43,553	44,154	44,455	45,351	45,351	46,542	47,825	49,230
6	42,314	42,619	42,918	43,217	43,518	43,817	44,119	44,720	45,020	45,916	45,916	47,108	48,391	49,796
7	42,879	43,184	43,482	43,783	44,082	44,383	44,684	45,285	45,584	46,482	46,482	47,673	48,956	50,361
8	43,470	43,776	44,073	44,374	44,674	44,973	45,275	45,876	46,174	47,071	47,071	48,263	49,548	50,951
9	44,061	44,364	44,664	44,964	45,264	45,564	45,864	46,466	46,765	47,662	47,662	48,854	50,137	51,541
10	44,675	44,980	45,280	45,580	45,881	46,179	46,482	47,082	47,381	48,279	48,279	49,470	50,752	52,158
11	45,292	45,596	45,894	46,196	46,495	46,795	47,096	47,698	47,997	48,896	48,896	50,085	51,368	52,774
12	45,930	46,233	46,533	46,832	47,133	47,432	47,736	48,334	48,636	49,531	49,531	50,722	52,004	53,412
13	46,705	47,012	47,311	47,610	47,912	48,209	48,512	49,110	49,411	50,309	50,309	51,501	52,782	54,188
14	47,451	47,755	48,056	48,355	48,655	48,955	49,259	49,854	50,155	51,053	51,053	52,243	53,527	54,931
15	48,825	49,141	49,452	49,762	50,071	50,382	50,695	51,314	51,626	52,553	52,553	53,788	55,116	56,569
16	49,021	49,337	49,651	49,958	50,275	50,582	50,900	51,523	51,835	52,768	52,768	54,008	55,339	56,800
17							51,102	51,729	52,041	52,978	52,978	54,226	55,565	57,032
18											53,191	54,444	55,792	57,263

H. For the 2009-2010 year, all those teachers off the schedule shall receive an increase of 4.0% of their 2008-09 salary. This increase excludes any new hours earned, whose rate would be determined by the salary schedule.

I. 2009-2010 Salary Schedule

STEP	B	B+5	B+10	B+15	B+20	B+25	B+30	M	B+45	M+15	B+60	M+30	M+45	DOCT
1	40,753	41,070	41,380	41,693	42,004	42,316	42,629	43,254	43,566	44,498	44,498	45,737	47,073	48,534
2	41,253	41,570	41,880	42,193	42,504	42,816	43,129	43,754	44,066	44,998	44,998	46,237	47,573	49,034
3	41,773	42,090	42,400	42,713	43,024	43,336	43,649	44,274	44,586	45,518	45,518	46,757	48,093	49,554
4	42,313	42,631	42,941	43,254	43,565	43,877	44,190	44,815	45,127	46,058	46,058	47,298	48,634	50,095
5	42,854	43,171	43,481	43,794	44,105	44,417	44,730	45,355	45,667	46,599	46,599	47,839	49,174	50,636
6	43,420	43,735	44,047	44,358	44,670	44,983	45,295	45,920	46,233	47,165	47,165	48,404	49,738	51,199
7	44,007	44,324	44,635	44,946	45,259	45,570	45,884	46,509	46,821	47,753	47,753	48,992	50,327	51,788
8	44,594	44,911	45,221	45,534	45,845	46,158	46,471	47,096	47,407	48,341	48,341	49,580	50,914	52,375
9	45,209	45,527	45,836	46,149	46,461	46,772	47,086	47,711	48,021	48,954	48,954	50,194	51,530	52,989
10	45,823	46,139	46,451	46,763	47,075	47,387	47,699	48,325	48,636	49,568	49,568	50,808	52,142	53,603
11	46,462	46,779	47,091	47,403	47,716	48,026	48,341	48,965	49,276	50,210	50,210	51,449	52,782	54,244
12	47,104	47,420	47,730	48,044	48,355	48,667	48,980	49,606	49,917	50,852	50,852	52,088	53,423	54,885
13	47,767	48,082	48,394	48,705	49,018	49,329	49,645	50,267	50,581	51,512	51,512	52,751	54,084	55,548
14	48,573	48,892	49,203	49,514	49,828	50,137	50,452	51,074	51,387	52,321	52,321	53,561	54,893	56,356
15	49,349	49,665	49,978	50,289	50,601	50,913	51,229	51,848	52,161	53,095	53,095	54,333	55,668	57,128
16	50,778	51,107	51,430	51,752	52,074	52,397	52,723	53,367	53,691	54,655	54,655	55,940	57,321	58,832
17							52,936	53,584	53,908	54,879	54,879	56,168	57,553	59,072
18											55,097	56,395	57,788	59,313

**APPENDIX B**

**SALARY SCHEDULE - EXTRACURRICULAR ACTIVITIES**

**SCHEDULE A**

2006-2007					
SALARY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
CLASSIFICATION					
CLASSIFICATION #1	\$ 2,644	\$ 2,986	\$ 3,332	\$ 3,670	\$ 4,956
CLASSIFICATION #2	\$ 1,709	\$ 2,030	\$ 2,343	\$ 2,656	\$ 3,830
CLASSIFICATION #3	\$ 1,512	\$ 1,830	\$ 2,143	\$ 2,461	\$ 3,318
CLASSIFICATION #4	\$ 1,422	\$ 1,734	\$ 2,051	\$ 2,363	\$ 3,094
CLASSIFICATION #5	\$ 1,128	\$ 1,370	\$ 1,603	\$ 1,840	\$ 2,425
<b>ATHLETICS- OTHERS</b>					
2006-2007					
TIMERS	\$ 49.64				
SCOREKEEPERS	\$ 49.64				
TICKET TAKERS	\$ 49.64				
CHAPERONES	\$ 49.64				

2007-2008					
SALARY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
CLASSIFICATION					
CLASSIFICATION #1	\$ 2,697	\$ 3,046	\$ 3,399	\$ 3,743	\$ 5,055
CLASSIFICATION #2	\$ 1,743	\$ 2,071	\$ 2,390	\$ 2,709	\$ 3,907
CLASSIFICATION #3	\$ 1,542	\$ 1,867	\$ 2,186	\$ 2,510	\$ 3,384
CLASSIFICATION #4	\$ 1,450	\$ 1,769	\$ 2,092	\$ 2,410	\$ 3,156
CLASSIFICATION #5	\$ 1,151	\$ 1,397	\$ 1,635	\$ 1,877	\$ 2,474
<b>ATHLETICS- OTHERS</b>					
2007-2008					
TIMERS	\$ 50.63				
SCOREKEEPERS	\$ 50.63				
TICKET TAKERS	\$ 50.63				
CHAPERONES	\$ 50.63				

2008-2009					
SALARY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
CLASSIFICATION					
CLASSIFICATION #1	\$ 2,751	\$ 3,107	\$ 3,467	\$ 3,818	\$ 5,156
CLASSIFICATION #2	\$ 1,778	\$ 2,112	\$ 2,438	\$ 2,763	\$ 3,985
CLASSIFICATION #3	\$ 1,573	\$ 1,904	\$ 2,230	\$ 2,560	\$ 3,452
CLASSIFICATION #4	\$ 1,479	\$ 1,804	\$ 2,134	\$ 2,458	\$ 3,219
CLASSIFICATION #5	\$ 1,174	\$ 1,425	\$ 1,668	\$ 1,915	\$ 2,523

**ATHLETICS- OTHERS**

2008-2009					
TIMERS	\$ 51.64				
SCOREKEEPERS	\$ 51.64				
TICKET TAKERS	\$ 51.64				
CHAPERONES	\$ 51.64				

2009-2010					
SALARY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
CLASSIFICATION					
CLASSIFICATION #1	\$ 2,806	\$ 3,169	\$ 3,536	\$ 3,894	\$ 5,259
CLASSIFICATION #2	\$ 1,814	\$ 2,154	\$ 2,487	\$ 2,818	\$ 4,065
CLASSIFICATION #3	\$ 1,604	\$ 1,942	\$ 2,275	\$ 2,611	\$ 3,521
CLASSIFICATION #4	\$ 1,509	\$ 1,840	\$ 2,177	\$ 2,507	\$ 3,283
CLASSIFICATION #5	\$ 1,197	\$ 1,454	\$ 1,701	\$ 1,953	\$ 2,573

**ATHLETICS- OTHERS**

2009-2010					
TIMERS	\$ 52.67				
SCOREKEEPERS	\$ 52.67				
TICKET TAKERS	\$ 52.67				
CHAPERONES	\$ 52.67				

**CLASSIFICATION #1**

Head Varsity Football  
Head Varsity Basketball  
Head Varsity Wrestling  
Varsity Volleyball

**CLASSIFICATION #3**

Head Varsity Field Hockey  
Varsity Cross Country  
Winter Track  
Ski Team

**CLASSIFICATION #5**

J.V. Field Hockey  
8th Grade Football  
Junior High Wrestling  
Junior High Volleyball  
Junior High Softball  
Junior High Baseball  
Junior High Cross-Country  
Junior High Field Hockey  
7th Grade Football  
7th Grade Girls Basketball  
7th Grade Boys Basketball  
8th Grade Girls Basketball  
8th Grade Boys Basketball  
Junior High Track  
Junior High Soccer  
Bowling  
Basketball Cheerleading  
Golf  
Football Cheerleading

**CLASSIFICATION #2**

Head Varsity Baseball  
Head Varsity Softball  
Head Track  
Head J.V. Football  
J.V. Wrestling  
J.V. Basketball  
Assistant Varsity Football  
Varsity Soccer  
J.V. Volleyball

**CLASSIFICATION #4**

9th Grade Basketball  
Assistant Track  
Assistant J.V. Football  
J.V. Baseball  
J.V. Softball  
J.V. Soccer

**APPENDIX B**  
**SALARY SCHEDULE - EXTRACURRICULAR ACTIVITIES**  
**SCHEDULE B**

	2006-07	2007-08	2008-09	2009-10
SENIOR CLASS ADVISOR (2)	\$ 759	\$ 774	\$ 789	\$ 805
JUNIOR CLASS ADVISOR	\$ 470	\$ 479	\$ 489	\$ 499
SOPHOMORE CLASS ADVISOR	\$ 341	\$ 348	\$ 355	\$ 362
FRESHMAN CLASS ADVISOR	\$ 341	\$ 348	\$ 355	\$ 362
STUDENT COUNCIL	\$ 1,363	\$ 1,390	\$ 1,418	\$ 1,446
YEARBOOK(2)	\$ 2,314	\$ 2,360	\$ 2,407	\$ 2,455
TECHNICAL DIRECTOR	\$ 1,422	\$ 1,450	\$ 1,479	\$ 1,509
THEATER COORDINATOR	\$ 4,089	\$ 4,171	\$ 4,254	\$ 4,339
MUSICAL DIRECTOR	\$ 1,534	\$ 1,565	\$ 1,596	\$ 1,628
ORCHESTRATOR MUSICAL	\$ 1,022	\$ 1,042	\$ 1,063	\$ 1,084
STAGE BAND	\$ 1,363	\$ 1,390	\$ 1,418	\$ 1,446
COLOR GUARD	\$ 679	\$ 693	\$ 707	\$ 721
SAFETY PATROL (INC.TRIP)	\$ 763	\$ 778	\$ 794	\$ 810
VOCAL ENSEMBLE	\$ 1,353	\$ 1,380	\$ 1,408	\$ 1,436
STUDENT NEWSPAPER ADVISOR	\$ 2,306	\$ 2,352	\$ 2,399	\$ 2,447
THEATER SCENIC ARTIST	\$ 692	\$ 706	\$ 720	\$ 734
NATIONAL HONOR SOCIETY	\$ 602	\$ 614	\$ 626	\$ 639
JUNIOR HIGH HONOR SOCIETY	\$ 602	\$ 614	\$ 626	\$ 639
FRENCH CLUB	\$ 602	\$ 614	\$ 626	\$ 639
SPANISH CLUB	\$ 602	\$ 614	\$ 626	\$ 639
JUNIOR HIGH LANGUAGE CLUB	\$ 602	\$ 614	\$ 626	\$ 639
SADD/SAVE	\$ 780	\$ 796	\$ 812	\$ 828
WEIGHTLIFTING SUPERVISOR	\$ 602	\$ 614	\$ 626	\$ 639
DEBATE TEAM	\$ 1,202	\$ 1,226	\$ 1,251	\$ 1,276
SKI CLUB	\$ 626	\$ 639	\$ 652	\$ 665
UNADILLA STUDENT COUNCIL	\$ 626	\$ 639	\$ 652	\$ 665
OTEGO STUDENT COUNCIL	\$ 626	\$ 639	\$ 652	\$ 665
STUDENTS ACCT. ADVISOR	\$ 3,332	\$ 3,399	\$ 3,467	\$ 3,536
FBLA	\$ 626	\$ 639	\$ 652	\$ 665
PEER TUTORING	\$ 626	\$ 639	\$ 652	\$ 665
DIAGRAPHY CLUB	\$ 626	\$ 639	\$ 652	\$ 665

EXTRACURRICULAR ACTIVITIES

Supervision of students, or activities occurring outside of the regular school day, including but not limited to the Extended Day program, tutoring, summer school, AIS and similar duties, shall be compensated at the rate of \$25 per hour or \$12.50 per half-hour. Such rate to be increased in accordance with the schedules above, that is by 2.0% effective July 1, 2007, 2.0% effective July 1, 2008, and 2.0% effective July 1, 2009. This rate will be paid for extra assignments that have been approved by the District and would not include regular duties expected of unit personnel as part of their regular position, or duties paid under the extra-curricular salary schedule.



The following conditions pertaining to extracurricular assignments shall be adhered to by the Board, Administration and Teachers Association:

1. The above duties included in Appendix B will be offered to teaching personnel first.
2. All extracurricular duty assignments will be optional on the part of the unit member. Such appointments will be subject to renewal by the Board of Education every two years. If a unit member is not re-appointed to an extracurricular duty the reasons will be based on cause or based on qualifications. The Administration must notify him or her by personal interview, stating reasons for such action. If a unit member is to be relieved of a duty during the period of appointment, such removal will be for cause.
3. Additional clubs or extra-pay activities will be created only after joint consultation of the administration and Teachers Association. Teachers wishing to initiate an activity or club should present a written program stating objectives and purpose of the activity, estimated time involved and suggested compensation.

**APPENDIX C**

***LICENSED TEACHING ASSISTANT SALARY SCHEDULE***

Step	2006-07	2007-08	2008-09	2009-10
1	\$15,621	\$16,186	\$16,583	\$16,996
2	15,871	16,436	16,833	17,246
3	16,506	16,686	17,093	17,506
4	16,564	17,321	17,353	17,777
5	18,727	17,379	18,014	18,047
6		19,542	18,074	18,735
7			20,324	18,797
8				21,137
9				

The 1.0 FTE for an LTA is based on 6.75 hours per day, which includes a 30-minute unpaid lunch.

**ARTICLE XXIV**

***ASSOCIATION PRIVILEGES***

- A. The Association may be permitted to use school facilities for its meetings at the end of a school day provided a written request for use of such facilities is submitted to the Superintendent or Designated Building Administrator no less than one (1) school day prior to the date of the meeting.
- B. The Association may be permitted to utilize duplicating equipment and supplies for Association matters in reasonable quantities without charge in accordance with REPRESENTATION.

- C. Unit employees will have the option to have monies deducted from paychecks for the purpose of deposit into personal accounts in financial institutions including at least the Chen-Del-O and Sidney Federal Credit Unions and two additional financial institutions. The District will maintain a list of participating financial institutions for direct deposit of employee payroll. Employees shall be permitted to request the names of financial institutions to be included on the list. Amounts designated for deduction and deposit may be initiated or halted by giving the Superintendent notification at least two (2) weeks prior to a pay period. One check covering the total deductions will be mailed each payday to the participating financial institutions.

Unit members may make contributions to District approved tax-sheltered annuities provided that the employee has signed all paperwork required by the business office and the TSA in question has signed off on a save-harmless agreement developed by the District.

- D. The Association will be permitted to use the office mailboxes for the purpose of communication with its members. The Association will be permitted to use the school computers and internet access for Association business, provided such use is in accordance with the District's computer use guidelines.

## **ARTICLE XXV**

### ***EARLY RETIREMENT INCENTIVE***

- A. Early retirement incentive will be granted on the following basis:

If a teacher submits the following statement:

"I hereby terminate my position as a teacher in the Unatego Central School District effective \*July 1, \_\_\_\_\_."

to the office of the Superintendent not later than 4:00 p.m. on March 1, of the same year, then the District will make a lump sum payment to the teacher as follows depending on the teacher's age as of July 1, of termination year.

First year of eligibility for a non-diminished retirement: teachers shall receive a lump sum payment calculated by taking 70% of the difference between the teacher's own salary rate and the B Step 1 salary rate for the same year.

\*A teacher whose birthday falls during the months of July or August shall have the option of retiring under this provision either the immediately preceding July 1 or the subsequent July 1, provided he/she gives the required notice.

A teacher who does not retire under his/her first year of eligibility under this article but instead retires during one of the following four (4) years will receive a lump sum payment

equal to \$54 times the number of unused accumulated sick days credited to the teacher as of the time of retirement.

- B. No such payment will be made to any teacher who is not eligible under Section A. Such payment will be made on or before September 30th of the next school year.
- C. The District may grant an incentive (below 70%) to teachers who are more than five (5) years past their first year of eligibility. The amount, if any, is at the District's discretion. The District's decision will not be subject to the grievance procedure.

## ARTICLE XXVI

### ***MILEAGE REIMBURSEMENT***


Teachers who have been authorized to drive their personal automobiles as part of their regular duties or for attendance at out-of-district approved conferences or meetings will be reimbursed at the IRS approved mileage reimbursement rate. Teachers are encouraged to make use of school vehicles when available.

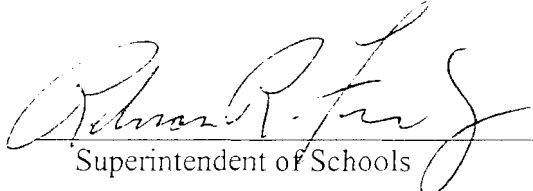
ARTICLE XXVII

**DURATION OF AGREEMENT**

- A. This agreement shall become effective as of the first day of July 2006 and shall remain in full force and effect until the last day of June 2010 and for successive periods of one year thereafter unless notice is given in writing by the Association or by the Superintendent to the other no later than February fifteenth (15th) of each one (1) year period. If such notice is given by either party, it is understood and agreed that they will enter into collective negotiations for the purpose of making a new or modified agreement. If such an agreement is not concluded by April 1, either party may request the State Public Employment Relations Board to assist the parties to reach agreement. Such mediation and fact finding will be governed by the provisions of Section 209 of the Civil Service Law and the rules and regulations of the Public Employment Relations Board.
- B. 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.

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 15<sup>th</sup>  
DAY OF DEC, 2006 BY AND BETWEEN THE DISTRICT AND THE  
ASSOCIATION.

  
Association President

  
Superintendent of Schools

ck/nal  
cwa 1141  
K06-10

