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AGREEMENT

BETWEEN THE

ALLEGANY-LIMESTONE CENTRAL SCHOOL DISTRICT

AND THE

ALLEGANY-LIMESTONE TEACHERS' ASSOCIATION

JULY 1, 2008 - JUNE 30, 2011

ARTICLE I

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Allegany-Limestone Board of Education (hereinafter referred to as the "Board") and its professional employees represented by the Allegany-Limestone Teachers' Association (hereinafter referred to as the "Association"), and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the course of public education may best be served in the Allegany-Limestone School District, the Board and the Association hereby adopt the following agreement.

ARTICLE II
RECOGNITION

A. Unit Defined:

Each position of employment shall be included within a negotiating unit established in accordance with the criteria set forth in Section 207 of the Civil Service Law: provided, however that nothing herein contained shall authorize including the chief school administrator, the deputy, assistant or associate chief school administrator, and casual and temporary employees within a negotiating unit.

Unit defined: All professionally certified personnel employed by the Board, whether or not they shall actually be engaged in classroom instruction, exclusive of principals, Chairperson of Special Education/Director of Special Education, Curriculum Coordinator/Chief Information Officer, and Teacher Assistants, shall be included within the Instructional Negotiating Unit.

B. Unit Recognized:

The Board, having determined that the Allegany-Limestone Teachers' Association is supported by a majority of the teachers in the Instructional Negotiations Unit, hereby recognizes the Allegany-Limestone Teachers' Association as the exclusive negotiating agent for the personnel in such unit.

C. Deductions:

1. The District will make one (1) deduction each pay period for dues from the wages of each employee as directed by the Association. By the 20th of September of each school year, the Association will provide a list showing the amount of dues deduction for the year as well as the individuals choosing payroll deduction. These deductions will be continuous for the school year until such time as the employee cancels it in writing and it is verified by the Association, or the employee is no longer employed by the District. The District will remit the dues to NYSUT on a monthly basis. The District will remit the local portion of the dues in two installments, at the end of January and at the end of the school year in June.

Allegany-Limestone Teachers' Association agrees to hold the District harmless in reference to dues deductions. Notwithstanding the effective date of this agreement, this provision for dues deduction shall be applicable for the first payroll in October of each year.

2. Any teacher desiring to have the District discontinue or change deductions he/she has previously authorized must notify the District in writing.

3. The Board agrees that it will not accord dues deduction or similar checkoff rights to any other organization for the duration of this Agreement.

4. Employees who leave the District prior to the completion of the school year shall have the remaining amount owed the respective associations deducted from their final paycheck.

5. The Association will provide all necessary forms. Any necessary format changes will be routinely made.

6. Teachers may elect to join a "direct deposit" payroll account to be maintained at the First Tier Bank and the Community Bank in Olean, the Olean Teachers and Postal Federal Credit Union, or the Allegany Community Federal Credit Union, at no cost to the District. They may also have voluntary deductions sent to an annuity plan. Deductions for the above accounts shall be forwarded by the District bi-weekly at dates coinciding with the payday schedule. The District shall forward all annuity payroll deductions to a single common remitter as determined by the District. All existing annuity service providers as of the 2004-05 school year will be accommodated. Any new annuity service providers may be added upon obtaining five (5) enrollees.

7. The total annual membership dues for those designated professional associations, certified as mentioned above, shall be deducted in equal installments beginning with the first pay period in October or earlier if agreed upon by the parties.

ARTICLE III

NEGOTIATION PROCEDURES

A. Negotiating Teams:

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

B. Exchange of Information:

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

C. Committee Reports:

The parties agree that, during the period of negotiations and prior to reaching impasse, proceedings of the negotiations shall not be released to other than the organizations involved unless such an issuance has the prior approval of both parties. When an impasse is declared by either party the negotiation proceedings may be released by either party without mutual consent.

D. Reaching Agreement:

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval. Following approval by a majority of the Association membership and by a majority of the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official. In the event either of the parties do not approve the initial agreement the negotiating teams will resume meeting to resolve the differences.

ARTICLE IV

TEACHER DUTIES AND RESPONSIBILITIES

1. The Association shall encourage its membership's participation in staff development programs and curriculum improvement studies, which have as their purpose, the improvement of the Allegany-Limestone Central School system.

During each five (5) year period each teacher will complete 175 hours (i.e.: 35 hours per year) of approved staff development. Teachers must have prior approval of the Principal and Superintendent for all professional development activities including courses suggested by teachers or university courses, in addition to scheduled staff development days.

Approved staff development courses taken outside of school hours will be remunerated by the District in a one-time payment at the rate set forth in the student activities council schedule per hour for instruction up to three (3) hours. Training beyond three (3) hours will be remunerated at a full day rate also listed in the schedule. Approved form(s) shall be submitted to the District office upon completion of each staff development activity for the calculation of full or partial

credit. Each teacher will be given annually an official log recording his/her professional development activities.

2. Student discipline is the mutual responsibility of both teachers and administrators in all school areas.

3. Student discipline in the classroom or during student activities shall be the responsibility of the teacher in charge. However, serious disciplinary infractions and disruptive students whose behavior does not respond to the teacher's corrective actions shall be referred to the building principal. The referral shall be in writing on the designated referral form. The principal shall respond in writing to the teacher indicating the action taken unless confidential information is involved.

4. Teachers shall teach all students assigned to them in a professional, competent manner.

5. Teachers shall adapt their instruction to fit the needs of the individuals in the group.

6. Teachers shall prepare weekly plans that implement the goals of the year that shall consider the ability and status of the individual student in their respective classes and subject fields. These shall be reviewed by the building principal.

7. Teachers shall prepare and give formal and informal tests to ensure that they know the status of their individual students and their expected progress in their individual growth and development patterns.

8. Teachers shall apply school district policy and regulations in a fair and equitable manner as it relates to all students.

9. Teachers shall cooperate and supervise student teachers' activities, provided no teacher shall be required to supervise a student teacher without the teacher's consent. Where tuition waivers are granted for the supervision of a student teacher, the cooperating teacher involved may personally use the waiver subject to the regulations of the college or university. If the teacher does not use the tuition waiver, then such waiver reverts to the District for determination in accordance with the college or university policy.

10. Teachers are encouraged to support and participate in community activities.

11. Teachers are encouraged to participate in activities of the school district in developing and implementing good public relations.

12. Teachers shall act in a professional manner in public and private discussions and activities pertaining to the school and its program and activities.

13. Teachers shall personally observe high standards of dress, manners, and conduct in their employment relationship with the school district.

Personal appearance is an important factor for all professionals employed by the Allegany-Limestone School District. Since teachers are role models for the District's children, professional appearance is of the utmost importance.

Teachers will maintain professional standards with regard to appearance at all times. Clothing will be clean, pressed, and presentable. Teacher dress will, at no time, be of the same standards as student dress. Sexually suggestive, ragged, and/or revealing clothing that is offensive in appearance, in the opinion of the Building Administrator or Chief School Officer, is also classified as unacceptable.

There will be exceptions to the rule depending on the nature of the academic day. When requested, Building Administrators may grant approval to specific teachers depending on the educational activities of the day. However, teacher clothing will still fall within the parameters of acceptable dress for a professional person set forth by the Building Administrator.

14. Recognizing the need for proper orientation to district philosophy, objectives, goals and purposes, teachers who are new to the school district may be required to attend scheduled orientation programs prior to the start of and during the school year. Experienced teachers on the staff and Allegany-Limestone Teacher Association officials shall be invited to help the administration provide this orientation.

15. During the probationary period, the building principal may direct a teacher to devote a reasonable amount of preparation periods to observing classes conducted by other teachers and other teachers will cooperate in this observation.

16. As an individual situation may warrant, a building principal will recommend, and the Superintendent may direct, that any teacher participate in after school in-service training programs designed to heighten the capabilities of the teacher.

17. It shall be the teacher's responsibility to keep abreast of new developments in education, both in their field and generally, and to assist in bringing about changes that will keep the curriculum up-to-date and enhance the educational offerings and opportunities for the students of the district.

18. All teachers are expected to assist other teachers by sharing information on educational techniques and curriculum with fellow staff members.

19. Teachers shall not engage in association activities when it will interfere with a teaching assignment or professional committee work.

20. Teachers shall abide by the provisions of the agreement and other rules, procedures, and policies established by the Board of Education and the administration.

21. Right To Join Or Not To Join -- It is recognized that teachers have the right to join or not join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

22. Coaches and Extra-curricular Advisors involved in coaching and/or extracurricular activities will remain with students until students vacate the facility.

23. Reasonable efforts will be made to individualize and to mainstream handicapped students, when such placement appears in the best interest of the students.

24. Teachers will not be required to submit their requisitions for the new school year until January 10th or later.

ARTICLE V

PROFESSIONAL DEVELOPMENT

A. Visiting Days:

Teachers may request, or be assigned by the Superintendent, to visit another school to observe teaching upon recommendation of the building principal. Arrangements for the visitation should be arranged by the building principal. Full pay will be allowed the teacher while absent on visiting day(s). If school transportation is not available and therefore, it is necessary for a teacher to use his/her own car, he/she will be reimbursed at the IRS allowed rate.

B. Conferences:

1. Members of the teaching staff may be excused by the Board from their duties without loss of pay to attend meetings, conferences, clinics, and conventions, that, in the opinion of the Board, may contribute substantially to their educational or professional background. The administration will make a

reasonable effort to notify all teachers of conferences, seminars, and workshops in their respective fields. Such notification may take the form of posting. Teacher requests require the pre-approval of the building principal.

2. The Board will reimburse the employee for reasonable expense incurred in connection with attendance at such meetings, including traveling expenses, hotel room, meals, tips and registration fees, but not for entertainment expenses. If school transportation is not available and therefore, it is necessary that a teacher use his/her own car, he/she will be reimbursed at the IRS allowed rate. The Board will also reimburse an employee for reasonable expenses incurred in connection with attendance at such meetings where no absence from duties results. Receipts shall accompany all requests for reimbursement of reasonable expenses.

3. The teacher(s) shall submit a Workshop/Visitation Report to the building principal on the conference attended.

C. Association Business:

1. Association representatives will receive a leave of absence to attend Association meetings (e.g. Representative Assembly) without loss of pay subject to the following conditions:

a. Allegany-Limestone District School is not responsible for any costs associated with such leave (e.g. travel, lodging, etc.).

b. Those representatives attending such meetings must give notification of their intention to attend at least five (5) school days prior to their departure.

c. Such leave will be limited to a maximum of six (6) individual workdays per year. Request for leave beyond the six (6) individual workdays will be considered by the Board provided substitute teacher costs are paid for by the Association.

2. The Association will be permitted the use of available rooms within the district after school hours for conducting Association meetings.

ARTICLE VI

TEACHER EMPLOYMENT PROTECTION

A. Fair Dismissal:

No tenured professional staff member covered by this agreement shall be dismissed without recourse to the procedures outlined in Section 3020-a of the

State Education Law. In addition, in the event the State of New York repeals the Tenure Law such that tenure is no longer a requirement imposed upon school districts, those teachers who enjoy the tenure privilege at the time the repeal becomes effective will be "saved harmless" to the extent so provided for herein. Those teachers "saved harmless" may be dismissed subject to review through the grievance procedure as to whether or not the dismissal was for just cause.

B. Abolition Of Teaching Position:

1. Prior to formal action by the Board, the administration of the district shall notify the Association and holders of teaching positions, which are under formal consideration for abolition, thirty (30) days prior to the Board taking any formal action to abolish the position. The affected teachers and/or the Association may file with the administration a statement as to the Association's suggestion, or, the teacher's suggestion, for alternatives to abolishing the position, and may appear before the Board of Education to make statements in reference thereto prior to the Board taking formal action.

2. The Association recognizes that the Board, under the laws and regulations pertaining to education in New York State, has the ultimate responsibility for making the final decisions affecting education in the local schools including the determination of the number of teachers to be employed in the several departments of instruction.

C. Evaluation Of Personnel:

1. Non-tenured teachers may be evaluated formally and informally during any probationary year. Tenured teachers may be evaluated at any time. All determinations as to when an evaluation will take place shall be made by the evaluator. Teachers may be evaluated by the Superintendent and/or the building principal. Observations may be announced or unannounced at the discretion of the evaluator. All teachers must be evaluated by an administrator at least once every year.

2. Normally, an evaluation instrument, as provided by the Professional Development Team, will be used to evaluate a teacher. However, the evaluator may use any type of written instrument in the evaluator's discretion. A copy of the written evaluation will be provided to the teacher for the teacher's signature and the teacher's comments before placement in the teacher's personnel folder. A follow-up conference shall be held within five (5) days of the date of the written evaluation unless the evaluator indicates on the written evaluation that no follow-up conference is necessary. The teacher may request a follow-up conference if one is not scheduled.

3. Teachers should be advised that in addition to evaluation of classroom techniques, and the learning climate established in the classroom, they will maintain professional standards with regard to appearance, poise, reliability, rapport with students, relationship with staff members and parents, cooperation with administration, professional ethics, and, in general, all the things expected of a conscientious, dependable, and loyal employee.

ARTICLE VII

VACANCIES

A. A vacancy may include a promotion, which is an advancement in rank or position which carries with it the responsibility for certain extra duties and is required to be posted. These positions include Guidance, Principal, and Superintendent.

B. All extracurricular and coaching positions as identified in Article XIX, Section F and K are one-year appointments that are to be posted annually. The Board of Education may, at its discretion, waive the posting requirement for the positions of Guidance Differential, Computer Coordinator, and/or Athletic Director.

C. When a vacancy occurs which the District intends to fill, in any position noted above, the Board shall publicize that vacancy by giving written notice to the Association in the form of a posting in the main office and on the teacher bulletin boards in each building. If the vacancy occurs when the school is not in session, a written notice will be sent to the appropriate members of the teaching staff. No vacancy shall be filled, except on a temporary basis (temporary basis is defined as a reasonable period of time), without posting.

D. In cases of vacancies allowing for changes in teaching assignment, each teacher in the district will be provided the opportunity to express interest for assignments for which he/she is certified through the posting process.

E. Any person may apply in writing for a vacancy.

F. When the Board creates an additional position receiving compensation, they will notify the Association of such action.

G. Involuntary Transfer or Reassignment

Involuntary transfers or reassignments will be made when it is in the best interest of the District. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable. In making voluntary transfers and or

reassignments, the preferences of the individual teacher shall be considered whenever feasible. Teachers shall be notified at the earliest possible date of involuntary transfers and/or reassignments. A teacher may meet with Administration and Association representation over a transfer issue.

H. Opportunities for summer employment shall be posted within thirty (30) days of the budget vote each year. Any teacher interested in applying for such work may do so. The district will not make a decision as to who will be hired until at least ten (10) days following posting.

I. The Board will make available, upon request, to any unit member a complete job description and list of required qualifications for any of the positions listed above, except for positions listed in Article XIX, Section F-K.

ARTICLE VIII

TEACHER PROTECTION AND STUDENT DISCIPLINE

A. Teacher Protection:

Teachers will immediately report in writing all cases of assault sustained by them and any criminal conduct observed in connection with their employment to their principal or immediate supervisor. Said report will be forwarded to the Board, and the Board and the administration will comply with any reasonable request of the teacher for information in its possession relating to the incident or the persons involved and will act in appropriate ways as a liaison between the teacher and the courts.

B. Parent-Student Complaints:

Any authenticated complaints by a student or by parents of a student that are directed toward a teacher shall be promptly called to the teacher's attention. If there is any intent to file such a report in the teacher's folder, the teacher may be afforded an opportunity to reply to the same and no derogatory complaint, letter, report or other material shall be placed in the teacher's file without the teacher's knowledge and an opportunity to make a written statement of defense to be attached thereto and an opportunity to confront the complainants with an Association representative present, if the teacher so desires. The district shall not be required to notify a teacher of an authenticated complaint of a criminal offense if the district reasonably determines that notifying such teacher could be harmful to any student if premature notification of such complaint could result in such harm.

C. Disciplinary Direction:

Teachers shall receive instructions and directions relative to student discipline only from professional administrative and supervisory personnel. Student punishment and discipline referred to higher authority by a teacher shall be administered only by professional administrative and supervisory personnel.

D. Student Medical Problems:

Teachers may be informed of pupils' special medical problems. It is understood that teachers will keep this information confidential.

E. Code Of Discipline Problems:

The Board and the Association agree to follow, sustain and enforce the Student Code of Discipline adopted by the Board as of the date of this agreement. A copy of the code will be distributed to each teacher at the beginning of the school year. Teachers will read and understand the code.

F. Disruptive Pupils:

Before a disturbed pupil (as determined by a psychologist or psychiatrist) or a pupil who exhibits special behavior problems which might impair instructional procedure or threaten the safety or welfare of the teacher or other pupils is assigned, the principal will discuss the case in a conference with the receiving teacher. Teachers encountering such pupils in their classes are encouraged to make the facts known to the principal at the earliest practical time so that proper referrals can be made for necessary psychological and/or social case work assistance, and such assistance shall be furnished as soon as practical. Teachers who refer a disruptive pupil shall receive, at the earliest practical time, follow-up information concerning the disruptive pupil. Classroom teachers will be informed of all student referrals.

G. Suspension Of Pupils:

1. Under the NYS Safe Schools Against Violence Act that went into effect July 1, 2001, the classroom teacher is an integral part of the disciplining of students and the provision of a safe, orderly learning environment. Education Law Section 3214 (3-a) states teachers may remove students from class. The situations that warrant such action, the means to achieve this end, the penalties available, as well as the due process procedures that must be followed are detailed in Sections VIII and X of the Allegany-Limestone Central School Formal Code of Conduct.

2. When pupils are suspended, and, if prior to the return of the pupil there is a conference between the administration and the parent, the interested teacher that was involved in the facts and circumstances concerning the suspension shall be notified of such conference and be allowed to attend same, if the principal feels it would be beneficial to the student and teacher.

3. Following such conference, the suspending administrator shall forward a letter to the parent or guardian with a copy to the teacher or teachers involved, unless confidential information is involved, setting forth any terms or conditions attached to such reinstatement.

H. Parent Cooperation

1. Teachers have the right and are encouraged to enlist the cooperation of parents in handling discipline problems. After notifying the principal involved, teachers may request attendance at a parent-teacher conference during normal school hours at the school, but not during a teaching period.

I. Personnel File:

Each teacher has the right (personal references excepted), upon request to review his/her personnel file maintained in the Personnel Office or individual building connection with his/her employment. Such request should be made in the form of an appointment with the Superintendent's Office. Each teacher shall have the right to be accompanied by a representative of his/her own selection during such review. The teacher shall have the right to reproduce information within his/her file with the exception of confidential references. Except for review by the teacher and/or his/her representative as above set forth, only those persons with an official legal right and reason for so doing may inspect a teacher's file and said file shall not be open to public inspection except upon specific written consent by the teacher and the Association. Nothing herein shall prevent the use of such file by the administration for proper administration functions such as discipline. Any copies from the file after the information has initially been given the teacher shall be at the expense of the teacher at the cost of copying currently required to obtain copies under the Freedom of Information Act.

Any anonymous, derogatory material received by the Board and/or the administration shall be disregarded and not placed in the employee's personnel file.

Employees shall receive copies of all materials to be placed in their personnel file and shall sign the copy of each document to be filed. Such signature indicates only that the employee has seen the material. If the employee wishes, he/she may submit a written response to any material placed in his/her

file. Such written response shall be attached to the pertinent document and become part of the employee's official file.

J. Personal Injury:

1. Days allowed for absence due to injury or treatment of injury suffered on school premises or in line of duty covered by Worker's Compensation, shall not be deducted from sick time allowance. This agreement will cover injuries and related treatment occurring after July 1st, 1969. A physician's statement will be needed to substantiate treatment.

2. The teacher will receive regular pay and benefits for this period, and any salary allowance paid this teacher under the Worker's Compensation will be assigned to the Board.

3. Whenever a regularly employed teacher is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an assault occurring in the course of his/her employment, he/she will be paid his/her full salary during his/her absence from his/her employment. No part of such absence will be charged against the teacher's sick leave.

4. When an examination is requested, a report of at least two (2) physicians shall be required; one (1) physician shall be selected by the employee, one (1) selected by the Board. If a conflict of opinion occurs the two (2) physicians involved will seek the opinion of a third physician. The Board shall not be liable for payment of salary or wages after such date as the physicians so appointed shall certify that the injured teacher has recovered and is physically able to perform his/her regular duties. If a teacher should refuse the medical inspection, he/she shall be deemed to have waived his/her right to salary.

5. The salary provided for by this paragraph J shall relate exclusively to temporary absences from employment covered by Worker's Compensation and shall in no event relate or be applicable to permanent or partial disability situation. Also, in no event shall the teacher receive pay under this paragraph J for more than a twelve (12) month period plus whatever accumulated sick leave has been attained at the time of the injury.

K. Reimbursement Of Personal Property:

The school district shall reimburse teachers for reasonable costs of any personal property (e.g., clothing, dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Worker's Compensation) which are damaged or destroyed in the discharge of his/her duties provided the teacher is not negligent. Such reimbursement will be non-duplicating.

L. Transportation Of Pupils By Teachers:

1. Teachers will not be required to drive pupils in their personal vehicles to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal. By meeting the requirements of the Board Rules and Regulations, teachers will be protected by insurance carried by the Board in addition to their personal insurance coverage.

2. Teachers must receive authorization, in advance, from the principal for out-of-town trips. Mileage for these out-of-town trips shall be paid at the maximum rate authorized by the Internal Revenue Code so that said compensation and reimbursement by the district to the teacher is a reimbursed business expense.

3. Teachers shall not be expected to drive students to activities involving extracurricular or sports activities which involve more than five (5) students but may do so if they wish, provided that they are properly licensed.

ARTICLE IX

TEACHING HOURS - LOAD

A. Work Year:

By law, a teacher's agreement is for ten (10) months, September 1st through June 30th. For purposes of a single salary schedule, the school year is considered to be two hundred (200) days in length. Provision is made to pay one-tenth (1/10th) of yearly salary for each month of service beyond the ten (10) month period and one-two hundredths (1/200ths) for each day of service required beyond the ten (10) months.

B. School Day:

1. The teacher's regular workday shall not exceed consecutive seven (7) hours and thirty (30) minutes beginning with the time that teachers are to be on duty in their respective rooms or duty assignments.

2. Teachers shall be available as necessary to perform professional duties. These duties shall include, but not be limited to, meetings with parents, counseling with students, counseling with administration, department conferences, grade level meetings, faculty meetings, and others, as designated by the building principal.

3. The Association and the Board recognize the desirability of maintaining good home school relations. The Association agrees to promote the activities of such groups as the P.T.O. and provide support by attending the meetings. Teachers will be expected to attend all Open House functions and encourage participation by the parents. The Association agrees to continue to encourage their members' attendance at evening meetings which will contribute to their professional competency and growth.

4. The administration will provide an equitable distribution of extracurricular assignments among teachers. The building administrator will cooperatively set up guidelines with the teachers in order to distribute these tasks as equitably as possible.

C. Faculty Meetings:

1. Faculty meetings will be held on a Wednesday when called. General district-wide faculty meetings will be held to one (1) per month; building faculty meetings will be limited to not more than two (2) per month, emergencies excepted. Notice of meeting will be given the Friday prior to the Wednesday, such meetings to start no later than thirty (30) minutes after the pupil day.

2. Attendance at faculty meetings is an individual professional obligation of the same rank as the conduct of regular assigned classes. All teachers are expected to be in attendance at all faculty meetings unless specifically excused by the administration for valid reason.

3. Nothing in this section shall prevent the calling of a reasonable number of smaller meetings of teachers in a course, group of related courses, or department, in accordance with prevailing practices, nor the calling of emergency meetings of the faculty upon twenty-four (24) hours' notice. Attendance at such meetings shall be a normal professional obligation.

ARTICLE X

CLASS SIZE AND ASSIGNMENTS

A. The Board and the Association recognize that class size is an important factor in good education, and will whenever possible, subject to space availability, administrative feasibility, financial ability, and all other educational considerations, attempt to keep class sizes within the maximums as recommended by the New York State Education Department. The recommended class sizes are:

Pre K	2 - 15
K	18 - 22
1 - 3	20 - 24
4 - 5	24 - 27
6- 12	20 - 30

Efforts will be made by the building administrators to adjust class size in keeping with the above recommendations.

B. The Board of Education must fix duty hours for full-time teachers so that no teacher will be assigned continuous duty in excess of five (5) hours. Except in cases where the teacher agrees otherwise, a period of at least thirty (30) minutes, free from duties of any nature, will be provided for all teachers during the regularly scheduled lunch times. Teachers may leave the building during his/her lunch times. The teacher electing to leave during his/her lunch time should sign out and in at the building principal's office.

C. At the secondary level (6-12) each teacher shall have at least ninety-five (95) minutes of unassigned time per day. Unassigned time shall be defined as lunch and planning time. The remainder of the day shall be assigned as student contact time. Student contact time shall be defined as any time the teacher is responsible for instructing and/or supervising students.

D. In grades K-5, the building administrator will make a reasonable effort to schedule special periods so that every elementary teacher has one (1) special period a day which can be used for planning purposes. If additional special classes are available, the building administrator will endeavor to assign such classes in an equitable manner. Special circumstances and procedures relating to special groups will be determined at the local unit by the building administrator. At the elementary school, each teacher shall have at least one (1) planning period per day.

E. No secondary teacher shall be required to teach more than two (2) subject matter areas, e.g., mathematics and chemistry.

F. The district may place at least two (2) teachers plus an aide in each cafeteria for cafeteria supervision. If a teacher volunteers or is assigned for cafeteria duty during unassigned time, (s)he will receive the cafeteria duty stipend. If a teacher is assigned to cafeteria duty during what would be considered student contact time, (s)he will not receive the cafeteria duty stipend.

G. The Board and the Association agree that study hall situations and problems need continuing study and investigation. Generally, study halls shall be limited to fifty (50) students; in those cases where a study hall must exceed fifty (50) students, an additional teacher shall be assigned when feasible.

H. The Board and the Association agree that the efficient and effective use of the existing teacher aide program is an area that needs continuing study and investigation. Paraprofessional personnel, teacher aides and teacher assistants, when employed to assist teachers, shall function under the direct and immediate supervision of the classroom teacher to whom the aide is assigned. Such supervision and control by the teacher is subject to the overall supervision and control of the administration.

I. Regular teachers may be requested to assume substitute teaching duties in emergency situations. If such an emergency situation should arise during the regular school day, and the duties of the absent teacher are assumed by a regular teacher(s), the absent teacher will lose no portion of his/her sick or personal leave or salary. Such consideration, however, may not extend beyond one-half (1/2) day (defined as three and one-half (3-1/2) hours). Special cases requiring additional consideration may be referred to the administration for consideration.

J. Teachers will be notified in writing by the administration of any anticipated changes in teaching assignments for the following school year by the close of the current academic school year. Should any unforeseen changes arise in teaching assignments during the interim period, those teachers involved will be notified as soon as possible. This provision only requires notification of general teaching assignments and not the actual schedule.

K. Teachers receiving disabled students shall receive:

1. Necessary support required in the student's IEP (i.e. aides, special education teachers, etc).
2. Be offered training that assists the teacher in meeting the needs of the disabled student.
3. A teacher expressing interest in a particular "disabled" student may request information, training or other assistance from the CSE and/or the school administration.

ARTICLE XI

SICK LEAVE

A. Sick Leave:

1. Ten (10) days earned sick leave a year with pay will be allowed for illness to all teachers. Beginning in the 1994-95 school year, days for sick leave will be cumulative without limit. Additional days are at the discretion of the Board of Education, and at their initiative.

2. With the first paycheck in September, each employee shall receive a statement which indicates the number of sick days he/she has accumulated to date.

3. Illness In Family - Absences shall be allowed for paternity or illness of a member of the family which shall include husband, wife, children, parents and foster parents, for a maximum of five (5) workdays. Such absence to be at full pay with deduction from accumulated sick leave time allowance. Such unused days for family illness may accumulate up to ten (10) days.

B. Medical Exam:

1. Medical examinations by a qualified physician shall be required of each teacher as a condition of employment.

2. Subsequent to employment, it shall be the policy of the Allegany-Limestone Central School to require a physical examination of every teacher prior to being placed on tenure and every three (3) years thereafter.

3. Upon the recommendation of the Superintendent and the approval of the Board, the Superintendent may request in writing that a teacher take a physical or psychiatric examination at Board expense.

4. When an examination is requested, a report of at least two (2) physicians shall be required; one (1) physician shall be selected by the Board. If a conflict of opinion occurs, the two (2) physicians involved will seek the opinion of an impartial third physician.

5. A health certificate form, provided by the Board, must be completed, signed by the physicians and forwarded to the Superintendent upon completion of the examination.

6. In addition to the above medical examination, all teachers will be required to take an examination for tuberculosis every two (2) years. A teacher new to the system will have an X- ray immediately subsequent to employment. The results of a chest X-ray, or satisfactory evidence of an alternative test, must be presented to the school physician. A mobile X-ray unit, or local medical facilities, will be made available for this purpose. The cost of a tuberculosis examination will be borne by the Board.

7. After ten (10) continuous days of illness, a teacher returning to employment shall provide the district with a statement from his/her physician certifying the illness for the period of absence and indicating that the teacher is able to return to employment.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

A. Court Appearance:

If an employee is under subpoena or his/her services are required by the school district for a court appearance, such absence shall not be charged to sick leave or personal days. An official copy of the subpoena must be presented to the Superintendent. This does not apply if an employee initiates court action.

B. Jury Duty And Military Leave:

If an employee received a court notice to appear for jury duty, he/she must first submit such notice to his/her building principal. When a leave is granted, it is understood that he/she will receive his/her regular salary less jury fees. Such days shall not be deducted from accumulated sick leave days or personal leave allowance.

Personnel required to be absent from teaching duties during the regular school year for the customary military training period must provide notice of such commitment to the building principal at least two (2) weeks in advance of said leave when possible. It is understood that during such leave, the teacher shall receive his/her regular salary less compensation from the military for such duty.

C. Death In The Family:

1. This leave shall be allowed for a period of three (3) consecutive workdays, at full pay, with no deductions from accumulated sick leave allowance. Days taken above the three (3) allowable shall either be deducted from the teacher's pay, or deducted from the accumulated sick leave with pay, according to the employee's choice.

2. Family shall be defined as husband, wife, children, parents, legal guardians, grandparents, grandchildren, foster parents, brothers, sisters, and grandparents of spouse, brothers and sisters of spouse, and other relatives and friends if they live as a member of the employee's household. Other situations will be at the discretion of the chief school officer.

D. Personal Leave:

Personal business leave shall be allowed for a period of four (4) days per year. Personal leave shall be defined as those days allotted to take care of personal exigencies which cannot be taken care of except during the working day. Application for personal leave shall be made, whenever possible, at least one (1) day prior to the taking of such leave. Requests for such leave will be made to the building principal. Personal leave day(s) shall not be used to extend a scheduled school recess, holiday, vacation day or to avoid a day of a scheduled conference involving teachers. Personal leave day(s) taken immediately prior to or immediately following a scheduled school recess, holiday, vacation day, or on a scheduled teacher conference day shall require a statement in writing to the principal assuring that the leave is or was not taken to extend a scheduled school recess, holiday, vacation day, or to avoid a scheduled teacher conference day. Unused personal leave days will accumulate toward sick leave.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

A. Child-rearing Leave:

The Board will grant a one (1) year unpaid (without any form of compensation, either salary or fringe benefits) child-rearing leave to a teacher who shall so request. This leave shall be granted only to a teacher who gives birth to a child or is the father of a child, which child is born immediately prior to the commencement of the leave, or, to care for a child one (1) year of age or less commencing with the first day of custody of a child leading to adoption. During this period of unpaid leave of absence, the teacher is precluded from being employed and receiving any form of compensation "during regular school hours" from any source for his/her services in any form to the extent that said compensation is greater than one-half (1/2) of the teacher's base salary prior to the commencement of said leave. At its discretion, the Board may grant permission for a requested extension. The teacher may return early from a child-rearing leave only with the Board's permission. Not later than sixty (60) consecutive days prior to the date the teacher desires to begin a leave, the teacher shall give written notice to the Superintendent stating:

1. The time the teacher desires to begin the child-rearing leave; and
2. The date the teacher intends to return from the child-rearing leave.

In the case of adoption, if the teacher is not notified of placement of the adoptive child within a sixty (60) day period, then the teacher shall notify the district as soon as the teacher is aware of the placement.

While on child-rearing leave the teacher may continue employee fringe benefits, but such continuance shall be at the expense of the teacher.

Upon return to active employment, the teacher shall return to the last tenured area with full service credit earned prior to his/her child-rearing leave as well as all prior benefits obtained, such as accumulated sick leave.

B. Military Leave:

Military leave will be granted in accordance with the state and federal laws and regulations.

C. Leave For Extended Illness:

The Board will permit teachers a leave of absence beyond their accumulated sick leave, without pay or contributions by the Board for fringe benefits, for personal illness of up to one (1) year. The request for such leave shall be supported by appropriate medical evidence. The teacher shall not lose his/her step increment if such leave is under ninety (90) school days. In no event shall any unpaid leave of absence granted by the Board extend beyond one (1) school year. A teacher must work at regular teaching duties for at least six (6) months upon return from unpaid leave of absence before being able to request an additional unpaid leave of absence. The district may, in its discretion, provide additional unpaid leave of absence beyond the one (1) school year provided for herein.

D. Other Leaves Without Pay:

1. A leave of absence of up to one (1) year may be granted by the Board upon written request by a teacher for the purpose of engaging in study related to his/her professional responsibilities at an accredited college or university. Upon return from such leave the teacher shall be advanced to the next succeeding step beyond the one he/she had completed when the leave was granted. No service will accrue and contributions by the Board for fringe benefits will cease during such leave of absence.

2. A leave of absence without pay or increment of up to one (1) year may be granted by the Board upon written request by the petitioner for personal reasons, research, travel, or study. However, in emergency situations requiring personal leaves up to seventy-two (72) hours, a verbal rather than a written request to the chief administrator is permissible. Where such leave will extend beyond seventy-two (72) hours such extended leave must be requested in writing. Additional leave may be granted at the discretion of the Board.

3. A teacher on leave who intends to return on a different date from that originally specified will notify the Board of that change by March 1st preceding the September of scheduled return.

ARTICLE XIV

SABBATICAL LEAVE

A. Eligibility:

1. Fully certificated professional personnel who have completed not less than seven (7) consecutive years of full-time service with the Allegany-Limestone District.

2. Not more than two (2) teachers shall be granted a sabbatical leave per year, one (1) from elementary and one (1) from the secondary. In the event no qualified application is received from one (1) of the respective areas, then two (2) teachers may be granted a sabbatical leave from the other area. If more than one (1) teacher applies from the same area, all other things being equal, date of application, years in the system, consideration of the effects of the absence and the like will determine the selection.

B. Reasons:

1. The sabbatical leave will be for study or other purposes deemed of value to the school system by the administration and the Board.

a. The applicant must present a detailed plan showing how the leave will improve his/her knowledge as well as contribute to his/her professional effectiveness and be of value to the school system.

C. Application:

1. Applications must be made in writing to the Superintendent by February 1st in the school year prior to the year for which the leave is requested.

2. The applicant will receive notice of action by the Board no later than April 1st.

3. Official application forms will be available from the Board office.

D. Duration:

1. Duration of sabbatical leave shall be for not less than one (1) semester nor for more than one (1) twelve (12) month year.

E. Compensation:

1. Sabbatical leave for one (1) year shall be at one-half (1/2) of the teacher's annual salary. Sabbatical leave for one (1) semester shall be at full salary for the semester.

2. Teachers granted such leave will be compensated provided they sign a promissory non-interest bearing note to the extent of their entitled salary payable to the school district which shall become due and payable, if the teacher does not return to school district employment after the duration of his/her leave. The note shall become null and void upon completion of service equal to, but not exceeding, the length of his/her leave, and shall be reduced on a proration basis for each month he/she provides service to the district upon expiration of the leave.

F. Professional Obligations:

1. This leave is given with the understanding that the recipient will return to the Allegany-Limestone District for a minimum of one (1) year.

G. General Provisions:

1. Sabbatical leaves of absence shall be considered service to the system for purposes of step placement, salary, and retirement eligibility.

2. While on sabbatical leave, the teacher's group insurance premiums, retirement and any other professional advantages of employment in the Allegany-Limestone system shall be continued as if the teacher were present.

3. Upon return to the school system, the person will be assigned to the same position, if available, or a comparable one.

4. Those granted a sabbatical leave for study shall pursue courses totaling in semester hours the residence requirements of the institution in which the applicant is enrolled. The applicant agrees to have a responsible officer of the

institution forward to the Superintendent a statement listing the courses pursued, the number of semester hours credit for each and the number of semester hours required for full-time residence status. Such a statement shall be forwarded to the Superintendent within six (6) weeks after the applicant begins the collegiate work for which the sabbatical leave was granted. Upon completion of study, the applicant agrees to furnish the Superintendent with an official transcript of the credits earned.

5. Any person granted a sabbatical leave who, during such leave, engages in employment not stated in application for such leave or thereafter approved by the Superintendent shall be deemed to have resigned. However, minor employment supplementary to the purpose of the leave shall be accepted.

ARTICLE XV

GRIEVANCE PROCEDURES FOR TEACHERS

The Board and the Association agree to establish and adopt the following procedures for the orderly settlement of grievances of all members of the teaching staff at Allegany-Limestone Central School.

In order to establish a more harmonious and cooperative relationship between teachers, administrators, and members of the Board of Education which will enhance the educational program of the Allegany-Limestone Central School, it is hereby declared to be the purpose of these procedures to provide a means for the orderly settlement of differences, promptly and fairly as they arise, and to assume equitable and proper treatment of teachers pursuant to established rules, regulations and policies of the district. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

A. Definitions --- as used herein, the following terms shall have the meanings indicated:

1. Teacher shall mean any employee whose position requires certification by the State Education Department or any group of such employees.

2. Administrator shall mean any teacher responsible for exercising any degree of supervision or authority over another teacher or staff member.

a. Chief Administrator shall mean the Superintendent.

b. Immediate Supervisor shall mean the person to whom the teacher or staff member is directly responsible; e.g., elementary principal and high school principal.

3. Representative shall mean the person or persons designated by the aggrieved teacher as his/her counsel or one who acts in his/her behalf.

4. A grievance is any alleged violation, of any provision of this agreement, filed by a teacher, group of teachers, or the Association as a unit.

5. Board shall mean the Board of Education of the Allegany-Limestone Central School.

6. Association shall mean the Allegany-Limestone Teachers' Association.

B. Basic Principles:

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest stage is encouraged.

2. A teacher shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination, or reprisal.

3. A teacher shall have the right to be represented at any stage of the procedures by a person or persons of his/her choice. If the grievant chooses not to be represented by the Association, the Association has the right to be present at all stages of the procedure unless the grievant indicates, in writing, that he/she does not want the Association present. While any settlement arrived at without the Association's participation shall be binding upon the grievant and the District and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to the agreement in future proceedings.

4. Each party to the grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. All hearings shall be confidential.

6. It shall be the duty of the chief administrator of the District to take such steps as may be necessary to give force and effort to these procedures. Each administrator or supervisor shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

7. The function of these procedures is to assume equitable and proper treatment under existing laws, rules, regulations, and policies which relate to or affect the teacher in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.

8. Any reason for a grievance not set forth in writing at the step set forth in ARTICLE XV, (C), (2), (a) or any reason for determination not set forth in writing at the step set forth in ARTICLE XV, (C), (2), (d) shall be deemed waived and shall not be presented at any later stage.

9. Meetings called for in the grievance procedure shall be set at mutually convenient times. Time limits may be extended by mutual consent in writing.

C. Procedures:

1. First Stage:

a. The aggrieved teacher may make a written request on a form available in the proper administrative office to his/her immediate supervisor within fifteen (15) school days after the grievance occurred or the teacher or employee should have known the grievance occurred and the supervisor shall discuss the grievance with the aggrieved employee and provide his/her written determination. The immediate supervisor shall render a determination to the aggrieved party within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved may proceed to the Superintendent. The aggrieved party may make a written request on a form mutually agreed to and available from each school officer or Association officers.

2. Superintendent:

a. Within five (5) school days after a determination has been made at the preceding stage, the aggrieved employee may make a written request on a form available in the proper administrative office to the chief administrator, or his designee, for review and/or determination. If the chief administrator designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination on his/her behalf.

b. The chief administrator or his designee shall immediately notify the aggrieved employee, immediate supervisor, and any other administrator previously rendering a determination in the case to submit written statements to him/her within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.

c. If such is requested in the written statement of either party pursuant to paragraph b above, the chief administrator or his designee shall notify all parties concerned in the case, of the time and place when a formal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) school days of receipt of written statements pursuant to paragraph b.

d. The chief administrator or his/her designee shall render his/her determination within ten (10) school days after the written statements pursuant to paragraph b have been presented to him/her.

e. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the Board Stage.

3. Board Stage:

a. The aggrieved employee may within five (5) school days of the final determination by the chief administrator, make a written request to the Board for review and determination. All written statements and record of the case shall be submitted to the president of the Board by the chief administrator. The Board will hold a hearing to obtain further information regarding the grievance. The Board shall render a final decision within fifteen (15) school days after receiving the request for review.

4. Arbitration:

a. After the Board Stage, if the teacher is not satisfied with the decision rendered, such teacher shall present the case to the Association. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) school days of the decision rendered at stage 3.

b. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a mutually agreed upon period of time, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The selected arbitrator will hear the matter promptly and will issue his/her recommendation not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's recommendations will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of this agreement.

e. The decision of the arbitrator will be final and binding upon all parties.

f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

D. Distribution Of Procedures:

A copy of these procedures, and any amendments thereto, shall be distributed to all professional employees and shall be filed with the State Civil Service Commission and the clerk of the school district within fifteen (15) days after their adoption. The procedures shall be open to public inspection at reasonable times, with the clerk of the district or at the school business office.

E. Communication Channels:

Grievance Procedures:

Teachers -- principal -- Superintendent -- Board -- arbitration.

ARTICLE XVI

INSURANCE

Health Insurance

A. The District will provide the POS health insurance plan with vision coverage to members of this unit. Unit members can elect to participate in a District health care plan during the open enrollment period as determined by the District. Coverage will become effective upon receipt of a completed enrollment form.

Commencing July 1, 2008, new hires will contribute an amount equal to 10% of the total annual premium. All contributions will be an automatic payroll deduction to the Flex Plan unless otherwise notified in writing.

The POS plan with vision coverage will be provided to all other unit members at no cost. Commencing July 1, 2010, all other unit members, excluding new hires already contributing 10%, will contribute an amount equal to 2% of the total annual premium. All contributions will be an automatic payroll deduction to the Flex Plan unless otherwise notified in writing.

B. If the District terminates participation in a health care plan, the District then will provide a health care plan that is equivalent to the plan in existence at the time of termination for current employees.

C. Retirees, widows or widowers of employees or retirees currently enrolled in the Plan may continue as enrollees in said Plan. In no event shall this provision imply that the District shall be responsible for any of the premium costs for retiree coverage unless otherwise provided for herein.

D. An employee, whose spouse works for the same district or another school district participating in the Plan, shall not have double coverage in those Plans.

E. Unit Members who would be eligible for the Family Plan and who do not take the District's health insurance policy and who can show insurance coverage through a spouse or family member, who is not an employee of the Allegany-Limestone School District, will receive a One Thousand-Five Hundred Dollars (\$1,500) cash payment or contribution from the District to their Flex Plan account under the following terms and conditions:

1. In order for a teacher to be qualified for the benefit provided for herein, the teacher must notify the District, in writing, by September 1st of each year of this agreement that the teacher does not elect to take family plan coverage. Once the teacher makes such election, the teacher will not be entitled to health insurance coverage provided by the District until the teacher provides written notice to the school district that the teacher wishes to be covered once again by the district health insurance plan. Upon receipt of such written notice, the district will reinstate the teacher to the health insurance coverage at the earliest date possible, at the teacher's expense, until the teacher's payment for health insurance coverage equals One Thousand-Five Hundred Dollars (\$1,500). Thereupon, the District will pay premiums in accordance with Section A of this article. In cases of extenuating circumstances the District may consider an appeal.

ARTICLE XVII

MISCELLANEOUS

A. Conformity To Law Clause:

1. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law, and any substitute action shall be subject to negotiation.

2. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

B. Matters Not Covered:

This agreement is the result of collective negotiations between the Board and the Association which have been conducted under the requirements and directives of the Public Employee's Fair Employment Act (Taylor Law). The provisions of this agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreements of the Board and the Association. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this agreement. However, before the Board adopts a change in policy affecting salaries, wages, terms and conditions of employment, which is not covered by the terms of the agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to discuss such items with the Board, provided that it files such a request with the Board.

C. Distribution Of Agreement:

The Board shall provide the Association President with sufficient copies of the completed agreement for distribution to each professional employee. One (1) copy shall be filed with the State Civil Service Commission, one (1) with the clerk of the school district. The agreement shall be open to public inspection at reasonable times with the clerk of the district or at the district or at the school business office. Teachers will receive copies of the new agreement within thirty (30) school days after adoption.

D. Required Provision:

The following provision is mandatory is all agreements negotiated after the April 1st, 1969 effective date of the Taylor Law revisions:

"S204-a. Agreements between public employers and employee organizations.

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

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.

2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

3. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section."

E. Educational Facilities:

The Board will provide adequate educational facilities and supplies consistent with the educational programs of the district and within budgetary limitations.

F. Administrator-Teacher Study Committee (ATSC)

Administrator-Teacher Study Committees are hereby established in the elementary and secondary schools to deliberate issues of vital concern to the educational process and to advise the Board on said issues. In the elementary school, the committee shall consist of two (2) administrators appointed by the Superintendent and three (3) teachers (one (1) each from grades K-1, 2-3, and 4-5) determined by the Association. In the secondary school, the committee shall consist of two (2) administrators appointed by the Superintendent and three (3) teachers (one (1) each from grades 6-8, 9-10, and 11-12) determined by the Association. The committees are essentially ad hoc in nature; any one (1) administrative member of a committee or any two (2) teachers of the committee may call for a meeting of the committee. Those who call for a meeting of the committee will serve as chairpersons for that session.

ARTICLE XVIII

ACADEMIC FREEDOM

A. The Association and Board seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.

B. Freedom of individual conscience, association and expression will be encouraged and fairness and procedures will be observed both to safeguard the legitimate interest of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

C. When a controversial issue is studied, conflicting points of view should be explored. The teacher has the right to identify and express his/her own point of view in the classroom as long as he/she indicates clearly that it is his/her own.

D. The teacher is entitled to responsible liberty in the presentation of the subject he/she teaches. However, it is improper for the teacher deliberately to intrude material designed to politicize his/her students, particularly where that material has no direct relation to the subject he/she is teaching.

E. Since the same facts may mean different things to different individuals, there will be times when questions will be raised challenging the teacher's academic freedom. The teachers and the Board must accept the occasional risk of being the object of criticism for having exercised a right of judgment as part of their job.

Recognizing that teachers are ultimately responsible to the Board and the administration, if an individual or community group challenges this academic freedom, teachers will deal with such challenges only through channels established by the board and the administration.

F. Under no circumstances will there be any classroom visitation by anyone other than administrative personnel without consent of the teacher and the administration.

G. Nothing herein shall interfere with the statutory authority of the Board and the administration to control, oversee and regulate the contents of course materials and instruction and other educational affairs within the expressed statutory control of the administration and/or the Board.

ARTICLE XIX

SALARY

A. Payday Schedule:

1. Teachers shall be paid every other Friday. When deductions are made for teachers absent from school one two-hundredths (1/200ths) of the yearly salary will be used for the rate per day. For teachers who are on a twelve (12) month basis, one two-hundred fortieth (1/240th) of the yearly salary will be used for the rate per day.

2. Checks will be released on the last working day prior to the start of Thanksgiving vacation, or, in the case where a one (1) day holiday falls on the payday, Friday. In longer vacations where the payday will fall, checks will not be ready until the regular payday Friday. Members may:

- a. Direct deposit.
- b. Leave a stamped self-addressed envelope for mailing the check.
- c. Pick up checks at the Business Office between 8:00 A.M. and 3:00 P.M. on the designated payday.
- d. Pick up checks on the first day of return from vacation.

3. Checks will be issued prior to 9:00 A.M. on the day due. Permission to leave the building to cash checks must be obtained from the building administrator at times other than during the lunch period.

4. In order to provide understanding and promote efficient business procedures, the following practices will be followed:

a. Upon completion of additional course work, the teacher will provide a transcript of the graduate hours successfully completed. Teachers will be compensated for additional graduate hours in the current school year for transcripts received by March 1st and compensated in the next school year for transcripts received after March 1st.

b. When a teacher receives a check on the Friday of the first week of school, a teacher is paid a week's salary before it is earned. If a teacher leaves the system prior to the completion of the school year, the last check received will reflect the pay up to the date of leaving only for days worked and not reimbursed since the beginning of the school year.

d. Teachers may elect to have salary paid on a twenty-two (22) or twenty-six (26) pay basis. If on a twenty-six (26) pay basis, the pay withheld during the year to cover July and August will be given the last pay period in June. The final paycheck will be given upon completion of all records and reports as required by the building principal.

e. Teachers who are paid for extracurricular assignments shall have three (3) options for payment. They can opt to have the extra pay prorated over the year in his/her ordinary salary check. The second option is to receive the payment in one (1) lump sum in a separate check at the end of the year. The third option is the payment can be made in a lump sum at the end of the activity

in the teacher's regular check. If the extra pay is prorated over the year, and the teacher leaves the district prior to the completion of the assignment or does not complete the assignment, an appropriate deduction will be made from the final check issued. The teacher must make his/her choice of options within two (2) weeks of notice of appointment to the extracurricular activity.

f. Paychecks will be issued in envelopes.

B. Cafeteria Plan

The District will provide a flexible spending or cafeteria plan. The District shall have the right, at any time, to discharge the current administrator of said plan and engage and appoint another administrator. Effective July 1, 2002, the District will make a flex plan contribution of Two Hundred Dollars (\$200) to each bargaining unit member electing to participate. Bargaining unit members electing to participate must contribute a minimum of One Hundred Dollars (\$100) through payroll deductions.

C. Early Retirement Incentive

Beginning with the 2008-2009 school year, a teacher who retires in their first or second year of eligibility in the NYSTRS (when a teacher first becomes eligible to collect benefits immediately and has a minimum of twenty (20) years service in the Teacher Retirement System and has a minimum of fifteen (15) years service in the Allegany-Limestone Central School District) will be eligible for a district paid single (POS) health insurance coverage until age 65 or death, whichever occurs first. Additional coverage for a family plan may be purchased at the retiree's expense.

The following additional eligibility provisions apply:

- 1) A teacher must have accumulated at least one hundred twenty (120) sick days.
- 2) Any offered additional state or local retirement incentives must be waived by the bargaining unit member.

D. Retirement Award Plan:

The Board will, in consideration of faithful service and excellent attendance, grant a salary increase during a teacher's final year of service prior to retirement in accord with the following provisions:

1. A teacher becomes eligible upon retirement under the New York State Teacher's Retirement System requirements.

2. The teacher must have no less than fifteen (15) years of accredited service in the Allegany-Limestone Central School District.

3. A teacher, to become eligible, must submit a letter of resignation prior to March 1st of the year prior to the last year of service in order to receive payment of the retirement award with the last paycheck. Should circumstances change such that the teacher should like to reverse his/her decision to resign, the Board will give complete and fair consideration to such a change upon request of the teacher concerned. The district need not allow removal of the resignation.

4. Pay will be based on accumulated sick days according to the following schedule in the form of a lump sum payment.

<u>Accumulated Sick Days</u>	<u>Amount</u>	<u>Maximum</u>
0 - 50 days	\$0	\$0
51 - 200 days	\$50.00 per day	\$10,000.00

5. In the event a retired teacher who selected a lump sum payment dies prior to the payment of the amount to which he/she was entitled under the above schedule, there shall be paid to the deceased teacher's estate the amount to which he/she was entitled.

6. Should a teacher with at least fifteen (15) years of accredited service in the local school district die while still in the employ of the school district, the Board will, in consideration of faithful service and excellent attendance, pay a death benefit to the deceased teacher's estate. Such benefit will be based on accumulated sick days at the time of the teacher's death according to the schedule used to determine the retirement award.

E. Licensure

The District will reimburse fifty percent (50%) of the annual cost for maintaining lifeguard certification, speech/language pathology licensure, and occupational therapy licensure, not to exceed a maximum of two hundred dollars (\$200.00) per individual.

F. SALARY SCHEDULE**Base Salary**

STEP	2008 2009	2009 2010	2010 2011
1	35,600	35,600	35,600
2	35,600	35,600	35,600
3	35,600	35,600	35,600
4	36,300	36,613	36,978
5	37,478	37,843	38,261
6	38,656	39,071	39,546
7	39,834	40,299	40,829
8	41,013	41,527	42,112
9	42,191	42,756	43,396
10	43,368	43,984	44,680
11	44,547	45,211	45,963
12	45,725	46,440	47,246
13	46,901	47,668	48,530
14	48,079	48,894	49,813
15	49,255	50,122	51,095
16	50,560	51,348	52,378
17	51,649	52,709	53,659
18	52,866	53,844	55,081
19	54,169	55,113	56,267
20	55,385	56,472	57,593
21	56,514	57,739	59,013
22	57,729	58,916	60,337
23	58,946	60,183	61,567
24	60,200	61,451	62,891
25	61,627	62,759	64,217
26	63,056	64,247	65,583
27	63,891	65,735	67,138
28	65,104	66,606	68,694
29	66,319	67,871	69,603
30	67,531	69,137	70,925

NOTE I: If a teacher is not assigned a base salary by this Chart, the base salary shall be Three Thousand Dollars (\$3,000) more than the previous year's base salary for the 2008-2009 school year; Three Thousand Dollars (\$3,000) more than the previous year's base salary for the 2009-2010 school year; and, Three Thousand Dollars (\$3,000) more than the previous year's base salary for the 2010-2011 school year.

NOTE II: To each teacher's base salary shall be added Fifty Dollars (\$50.00) for each approved course credit hour. Also, to the base salary shall be added Eight Hundred Seventy-five Dollars (\$875.00) for those teachers who have earned a Masters Degree.

NOTE III: SALARY SCHEDULE EXPLANATION:

1. A teacher who is not properly certified may not go beyond Step 6 unless he/she has gained at least six (6) accredited college semester hours in each year immediately preceding the step. This means that as long as six (6) hours or more are obtained each year, the teacher may move up step by step as if he/she were certified.

2. Credited experience will determine the step level of each teacher.

3. When hiring new teachers, the Board of Education will use its best judgment in giving credit for experience in other schools, except that greater credit for experience may not be given than for the same experience in our own school.

4. Undergraduate credits shall be eligible for inclusion in the computation of graduate credit hours for the following reasons only:

a. The course is required for teaching assignment outside of the teacher's area of certification; or

b. The course is within the teacher's area of certification and is of such content as to directly benefit a particular teaching assignment.

5. Prior approval of the superintendent is required for salary payment for a graduate course other than:

a. Courses in an accredited first Master's Degree Program.

b. Courses in Teacher's subject area taken at an accredited college or university.

No course required for certification in New York State shall be eligible for consideration and approval.

In order to obtain the credit:

- a. The teacher must submit an application to the Administration teacher Study Committee; and [by August 15 for the upcoming school year.]
- b. The Administrator-Teacher Study Committee must recommend approval; and
- c. The Superintendent must approve the course. The Superintendent's decision is final and not subject to the grievance procedure.

Only the courses taken on or after July 1st, 1986, shall be eligible for consideration and approval.

The above paragraphs are not designed to be exclusionary but to encourage administrative consultation for graduate coursework beneficial to both the educator and the District.

5. If a person works ninety (90) days or less of a school year, they shall not advance a step on the salary schedule. If a person works ninety-one (91) days or more of a school year, they shall advance to the next step.

G. EXTRACURRICULAR SCHEDULE: positions not filled on a voluntary basis may be assigned by the Building Administrator based on seniority.

Description	2008-09	2009-10	2010-11
Grade 6 Advisor (2)	400	400	400
Grade 7 Advisor (2)	400	400	400
Grade 8 Advisor (2)	400	400	400
- the above positions include fund raising sale(s), dance(s), student activity day, arts festival and related activities.			
Grade 9 Advisor (2)	400	400	400
Grade 10 Advisor (2)	400	400	400
- the above positions include fund raising sale(s), dances(s), homecoming, winter concessions, arts festival, fall festival, and related activities.			

Description	2008-09	2009-10	2010-11
Grade 11 Advisor (2)	500	500	500
- the above position includes fund raising sale(s), dance(s), homecoming, fall concessions, fall festival, arts festival, prom, graduation and related activities.			
Grade 12 Advisor (3)	600	600	600
- the above position includes fund raising sale(s), dance(s), homecoming, fall concessions, fall festival, prom, senior trip, graduation, and related activities.			
Team Leader	1442	1442	1442
Mentor (per assignment)	300	300	300
Cafeteria Duty	789	789	789
Gifted/Talented Coordinator	630	630	630
Gifted/Talented Teacher (2)	2074	2074	2074
Odyssey/Mind Director	219	219	219
Odyssey/Mind Teacher (3)	683	683	683
National Honor Society	219	219	219
Mathcounts	683	683	683
Guidance Differential	1595	1595	1595
Curriculum Coordinator	1595	1595	1595
Curriculum Development	18/Hr	18/Hr	18/Hr
Homework/Tutor Program	18/Hr	18/Hr	18/Hr
In-Service	18/Hr-79D	18/Hr-79D	18/Hr-79D
Special Music Events	71/Day	71/Day	71/Day
Musical Director	2000	2000	2000
Set/Technical Director	950	950	950
Play Dir/Musical Asst Dir.	950	950	950
Jazz Band	721	721	721
Summer Music Lessons	710	710	710
Graduation Coordinator (2)	75	75	75
Graduation Organist	43	43	43
Athletic Director	Eighteen times the weekly salary of a head coach.		
Athletic Director Summer	1800	1800	1800
Head Coach (weekly)	199	199	199
Assistant Coach (weekly)	160	160	160
Reduced Resp. Coach (wkly)	118	118	118
Cheerleading - Football	517	517	517
Cheerleading - Basketball	839	839	839
Cheerleading - Wrestling	839	839	839
Ticket Sellers	29	29	29
Time Keepers	35	35	35

Score Keepers	35	35	35
Swim Meet Announcer	35	35	35
Bus Chaperone	38	38	38
Game Chaperone	38	38	38

H. GUIDANCE COORDINATOR DIFFERENTIAL:

The guidance counselor will receive the guidance differential stipend for working fifty (50) minutes after student dismissal during the school year.

I. ATHLETIC DIRECTOR:

1. The athletic director shall be relieved of non-instructional duties, such as hall duty, internal suspension, study hall whenever possible.

J. IMPACT WELLNESS COORDINATOR:

Up to three (3) days of release time during the school year may be used for the duties of this position with prior approval of the Superintendent.

K. COMPUTER COORDINATOR

The Computer Coordinator for this stipend will work fifty (50) minutes in addition to his/her regular work day.

L. COACHING SCHEDULE

1. Coaching salaries are based on a coach's placement in one (1) of three (3) categories:

- a. Head coach.
- b. Assistant coach.
- c. Coaches with reduced responsibility.

2. Coaches are placed on schedules based on the actual number of weeks plus additional weeks for the purpose of the disbursement, collection, and reconditioning of equipment, and the completion of required paperwork.

The actual number of weeks will be determined by the official NYSPHAA Section VI schedule for each sport as follows:

Weeks	Sport	Category	No.
Official NYSPHAA Section VI Schedule Plus 4 weeks	Football	Head Coach	1
	Football	Asst. Coach	2
	Football Mod.	Asst. Coach	1
Official NYSPHAA Section VI Schedule Plus 2 weeks	Boys Soccer	Head Coach	1
	Boys Soccer JV	Asst. Coach	1
	Boys Soccer Mod.	Asst. Coach	1
	Girls Soccer	Head Coach	1
	Girls Soccer JV	Asst. Coach	1
	Girls Soccer Mod.	Asst. Coach	1
	Cross Country	Head Coach	1
	Cross County	Asst. Coach	1
	Bowling	Red. Resp. Coach	1
	Girls Swimming	Head Coach	1
	Girls Swimming JV	Asst. Coach	1
	Girls Volleyball	Head Coach	1
	Girls Volleyball JV	Asst. Coach	1
	Boys Basketball	Head Coach	1
	Boys Basketball JV	Asst. Coach	1
Boys Basketball Mod.	Asst. Coach	1	
Girls Basketball	Head Coach	1	
Girls Basketball JV	Asst. Coach	1	
Girls Basketball Mod.	Asst. Coach	1	
Wrestling	Head Coach	1	
Wrestling JV	Asst. Coach	1	
Wrestling Mod.	Asst. Coach	1	
Boys Baseball	Head Coach	1	
Boys Baseball JV	Asst. Coach	1	

Boys Baseball Mod.	Asst. Coach	1
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Weeks	Sport	Category	No.
Official NYSPHAA Section VI Schedule Plus 2 weeks	Girls Softball	Head Coach	1
	Girls Softball JV	Asst. Coach	1
	Girls Softball Mod.	Asst. Coach	1
	Boys Track	Head Coach	1
	Boys Track JV	Asst. Coach	1
	Girls Track	Head Coach	1
	Girls Track JV	Asst. Coach	1
	Golf	Red. Resp. Coach	1
	Tennis	Red. Resp. Coach	1

4. Notwithstanding the actual number of weeks a particular coaching position is performed, the pay will be based only upon the number of weeks designated in subparagraph 2 above. Varsity sports that go into post-season play which is a regular league or conference playoffs will be paid on a prorated basis at the coach's regular weekly rate for so long as the post-season play continues.

ARTICLE XX

DURATION AND STATEMENT OF AGREEMENT

The provisions of this agreement will extend from July 1st, 2008 to June 30th 2011 or the effective date of the succeeding agreement, whichever comes last.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 26th day of June 2007.

ALLEGANY-LIMESTONE CENTRAL SCHOOL DISTRICT

(Signed By) _____
Diane M.H. Munro

ALLEGANY-LIMESTONE TEACHERS' ASSOCIATION

(Signed By) _____
Susan C. Pircio