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

Title: **Fort Edward Union Free School District and Fort Edward Teachers Association (2002)**

Employer Name: **Fort Edward Union Free School District**

Union: **Fort Edward Teachers Association**

Local:

Effective Date: **07/01/02**

Expiration Date: **06/30/07**

Number of Pages: **50**

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Fort Edward Central School District  
And Fort Edward Teachers Assn

SD  
TA

**A G R E E M E N T**

**B E T W E E N**

**T H E**

**SUPERINTENDENT  
UNION FREE SCHOOL DISTRICT  
FORT EDWARD, NEW YORK**

**A N D**

**FORT EDWARD TEACHERS ASSOCIATION**



**RECEIVED**

**NOV 24 2003 July 1, 2002 - June 30, 2007**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## **ARTICLE ONE** **RECOGNITION**

The Board of Education of the Fort Edward Union Free School District recognizes the Fort Edward Teachers Association for the one purpose of collective negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative of a negotiating unit consisting of all full-time and part-time teachers, excluding per diem substitutes except as outlined below, and adult education teachers of the School District during the regular year, on tenure or probationary appointment, except the Superintendent, Junior-Senior High School Principal, Elementary Principal and Director of Guidance.

For the purpose of this Agreement, the following terms shall have these respective understandings:

### 1.1 Per Diem Substitute Teachers (Short Duration)

A person hired on a day-to-day basis for a specific absent teacher for thirty (30) consecutive school days or less. The per diem substitute teacher (short duration) shall be paid a daily rate of pay, as established by the Southern Adirondack Substitute Teacher Alliance contract. As a per diem substitute teacher, short duration, the individual will not be entitled to the rights or benefits of the negotiated agreement between the parties.

### 1.2 Per Diem Substitute Teacher (Long Duration)

A person hired for more than thirty (30) and less than ninety (90) consecutive school days for a specific absent teacher. The per diem substitute teacher (long duration) shall be paid, beginning with the thirty-first consecutive school day, the daily rate based on the appropriate salary schedule step as determined by the Board of Education, plus credit hours and/or degrees of the teachers' schedule for each day worked. No other contract benefits will accrue during this period. Agency fee will apply to this teacher on a pro-rata basis tied to the daily rate paid by the district to that teacher. Agency fee effective 31st consecutive school day.

### 1.3 Long-Term Substitute Teacher

A person hired for a specified period of time to replace a teacher on a sabbatical, unpaid leave, or sick leave, all or more than ninety (90) consecutive school days duration, to be paid a daily rate based on the appropriate salary step schedule as determined by the Board of Education plus credit hours and/or other degrees of the teachers' schedule for each day worked. The long-term substitute teacher is responsible for all usual and customary duties normally assigned to the absent teacher. A long-term substitute teacher will have all the rights and benefits of the negotiated agreement between the parties; excluding sabbatical leave, child care leave, leave without pay, transfers, vacancies, job security, alternative employment leave, retirement incentive, health insurance for retirees. Also, sick days, personal days, or any other leave days are earned and credited on a pro rata monthly basis. Insurance will also be excluded, unless the employee is appointed for a duration of ninety (90) consecutive school days.

Unless otherwise indicated, employees in this unit will be hereinafter referred to as "teachers".

## **ARTICLE TWO**

### **RIGHTS**

The Association recognizes the Board as the policy-making evaluative body charged with the responsibility to interpret the educational needs and the aspirations of the people of the Fort Edward Union Free School District. It recognizes further that the Board, as the legally constituted representative of the people of the District, has the legal responsibility and obligation to make the final decisions in the educational and fiscal affairs of the school district pursuant to the laws of the State of New York. The Board recognizes its obligations to enter into collective bargaining with the Fort Edward Teachers Association pursuant to the provisions of Article 14 of the Civil Service Law.

**"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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."**

## ARTICLE THREE DEFINITIONS

As used in the agreement, the following terms shall have the respective meaning set forth below:

- 3.1 **School District** means the Fort Edward Union Free School District.
- 3.2 **Board of Education** shall include by whatever name known the governing body charged with the general control, management and responsibility of the schools of a union free school district, central school district, central high school district, or of a city school district.
- 3.3 **Chief School Officer** means the Chief Executive Officer of the School District.
- 3.4 **Association** means the Fort Edward Teachers Association.
- 3.5 **Work Year** School year means the ten-month period from September through June with a minimum of 180 and a maximum of 183 days.
- 3.6 **Secondary School** includes both junior and senior high school, grades 7 through 12.
- 3.7 **Teacher** means an employee on salary as shown or derived from salary schedules contained in this agreement.
- 3.8 **Administration** means the Superintendent, Jr./Sr. High School Principal, Director of Guidance, and Elementary School Principal.
- 3.9 **Handbook** means a book of information for teachers relating to the operation of the school.
- 3.10 **Elementary Faculty** means any teacher having duties in grades Kindergarten through Grade 6.
- 3.11 **Junior High Faculty** means any teacher having duties in grades 7 and 8.
- 3.12 **High School Faculty** means any teacher having duties in grades 9 through 12.
- 3.13 **Seniority**. For the purpose of this agreement and articles herein, seniority shall begin with the teacher's first day in the district on a full-time, part-time, as well as substitute basis, if such substitute teacher is continued in the same tenure area on probationary appointment.

Seniority shall not be negated by approved leave of absence, maternity leave or sabbatical leave.

## **ARTICLE FOUR**

### **NEGOTIATION PROCEDURE**

#### **4.1 Negotiation Teams**

The designated representative(s) of the Board, will meet with the representatives designated by the Association for the purpose of discussing and attempting to reach a mutually satisfactory agreement.

#### **4.2 Opening Negotiations**

Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set for not more than ten (10) days following such request or a mutually acceptable date. Such request shall be made on or before January 15th of any school year. Both parties shall submit at the first meeting a detailed list of all proposals for discussion. Said list is to be in writing and distributed to all delegated representatives. The second meeting and all necessary meetings shall be called at times mutually agreed upon by both parties.

#### **4.3 Negotiation Procedures**

Designated representative(s) of the Board shall meet at such mutually agreed upon times with representatives of the Association for the purpose of effecting a free exchange of facts and opinion on the submitted proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations and to deal openly and fairly with each other on all matters. Following the initial meeting as described in paragraph 4.2 above, such additional meetings shall be held as necessary for the parties to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours but by mutual consent meetings can be extended and shall be held at a time other than the regular school day.

#### **4.4 Exchange of Information**

Both parties agree to furnish each other information pertinent to the issue or issues under consideration within five (5) days or by the next meeting.

#### **4.5 Consultants**

The parties may call upon consultants to assist in preparing for negotiations and to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.



#### 4.6 Committee Reports

The parties agree that during the period of negotiations, the proceedings shall not be released to the public and/or news media unless such an issuance has the prior approval of both parties.

#### 4.7 Reaching Agreement

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced in 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. The memorandum of understanding will be signed by a representative of each party on the same evening the understanding is reached.

## **ARTICLE FIVE**

### **GRIEVANCE PROCEDURE**

#### **5.1 Declaration of Purpose**

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

#### **5.2 Definitions**

5.2.1 **A Grievance** is a claim by an employee of an alleged violation of any of the terms and/or conditions of the Agreement between the employer and its employees.

5.2.2 **Supervisor** shall mean the member of the administrative staff who is charged with administering the daily routine of the school within which an alleged grievance arises.

5.2.3 **Chief School Officer** is the Chief Executive Officer of the School District.

5.2.4 **Association** shall mean the Fort Edward Teachers Association.

5.2.5 **Aggrieved Party** shall mean the Association or any person or group of persons in the negotiating unit filing a grievance.

5.2.6 **A Party of Interest** shall mean any person named in a grievance who is not the aggrieved party.

5.2.7 **Grievance Committee** is the committee created and constituted by the Fort Edward Teachers Association.

5.2.8 **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage of grievances hereunder.

#### **5.3 Adjustments of Complaints and Grievances**

5.3.1 For the purpose of effectively representing its members, the Association shall designate a Grievance Committee from the Association membership. The Association shall furnish the Board of Education the names of the Grievance Committee and also shall promptly notify the Board of any changes therein.

- 5.3.2 Should a grievance or misunderstanding arise between the Board of Education and the Teachers Association, or any of its members, an earnest effort should be made to settle the same promptly in the following order and manner:
- 5.3.2.1 Between the member of the bargaining unit and his immediate supervisor or his representative, provided the Association may if it so desires be represented by a member of the Grievance Committee. If the matter is not satisfactorily settled at this point within two (2) school days, it shall be reduced to writing, dated and signed by the aggrieved party and presented in writing to the member's Superintendent with a copy given to the Association's Grievance Committee. In the first step of this grievance, the Board's representative will discuss the problem with the Superintendent before he makes any decision on the grievance.
- 5.3.2.2 Between the aggrieved party and a member of the Association's Grievance Committee and the Superintendent or his representative. If the grievance is not satisfactorily settled at this step within three (3) school days, it may be referred to the next step.
- 5.3.2.3 Between the representatives of the Association's Grievance Committee (not to exceed 5) and the Board of Education or their representatives. If the grievance is not satisfactorily adjusted at this step within ten (10) school days it may be referred to:
- 5.3.2.4 Arbitration. The rules and regulations of the American Arbitration Association shall govern the selection of an arbitrator and the conduct of procedures and hearings.
- 5.3.3 The Board of Education and the Association shall share equally the costs of the services of the arbitrator.
- 5.3.4 If at any of the foregoing steps a grievance is not adjusted within the prescribed number of school days as provided for in each step above, and it is not thereafter taken to the next step within a like number of school days, it shall be conclusively presumed that the grievance no longer exists.
- 5.3.5 No action or matter shall be considered the subject of a grievance unless it is presented at the appropriate step in the Grievance Procedure within fifteen (15) calendar days of its occurrence, except for alleged grievances occurring within the first month of school, which said grievances may be presented within thirty (30) calendar days of their initial occurrences.
- 5.3.6 By mutual consent between the Board of Education and the Teachers Association, the period of time in steps (1) through (4) inclusive, may be extended.
- 5.3.7 The Board of Education and the Teachers Association may call the aggrieved employee or any other person into any of the meetings provided for in the third and fourth steps of this article.
- 5.3.8 School Days as referred to in this article shall not include Saturdays, Sundays or holidays as adopted by the Board on the annual school calendar.

- 5.3.9 No representative, arbitrator or Board of Arbitrators shall have the right to vary or change any provisions of this agreement.
- 5.3.10 It is further agreed by the parties that nothing will become of the subject of arbitration by either the Board of Education or the Association or any individual covered by this Agreement unless the charging party will show specifically wherein the Agreement was violated.
- 5.3.11 No reprisal will be taken against the aggrieved party or any participant in a grievance by reason of such grievance or participation therein.
- 5.3.12 Grievance materials will not be made as part of any personnel file.

**ARTICLE SIX**  
**TEACHER — ADMINISTRATION LIAISON**

- 6.1 There will be a District Cabinet composed of the Superintendent and his two designees and the Association President and his/her two designees.
- 6.2 The District Cabinet will meet at least once every month during the school year on a day to be determined at the first meeting in September to review and discuss District problems and practices in accordance with an agenda jointly developed by the Superintendent and the Association President. Any such meeting may be canceled or adjourned by mutual consent of the Superintendent and the Association President.
- 6.3 Should sub-committees be necessary, they will be formed utilizing members of the District Cabinet and/or such additional faculty members as deemed necessary and appointed by the Association President and the Superintendent. Matters to be considered by such sub-committees will include, but not be limited to, such matters as: Teacher Assignment, Teacher Evaluation, In-service Improvement, Curriculum, and Superintendent's Conference Day. Cabinet recommendations with respect to Superintendent's Conference Day shall be made at least sixty (60) days prior to said day.
- 6.4 Using the BOCES Proposed Calendar as a basis, the school calendar will be determined jointly by the Association and the District as a function of the District Cabinet. Such school calendar will be presented to the Board of Education for approval at the Board's regular April meeting.
- 6.5 Class schedules will be prepared jointly by the Association and the Administration as a function of the District Cabinet. Minutes of the meetings will be kept by the Committee designated secretary and will be submitted to the Board of Education.
- 6.6 The District Cabinet Representative shall assist the administration in preparing a monthly schedule of upcoming events such as, but not limited to, faculty meetings, departmental (curricula area) meetings, assemblies, church school schedule, field trips, athletic events, weekend events, due dates (work notices, report cards, requisitions).
- 6.7 District policy concerning student discipline shall be reviewed by a committee designated by the District Cabinet. Any proposed policy changes shall be presented to the Board for their consideration not later than the first regularly scheduled board meeting in March of any school year and when approved, shall be included in the Faculty Handbook.

Representatives of the Association shall periodically meet with the Board of Education to discuss this policy.

## 6.8 Student Discipline

### 6.8.1 Disruptive Actions

- 6.8.1.1 Pupil behavior is a joint responsibility between the teacher and administration. It is through cooperation and supportive attitudes and actions that satisfactory pupil behavior is maintained.
- 6.8.1.2 This section applies to all students in attendance in the Fort Edward Union Free School District including students transported to the District. Disruptive students shall be subject to suspension or exclusion under the provisions of Section 3214 of the Education Law.

### 6.8.2 Procedure

- 6.8.2.1 If in a teacher's judgment a pupil(s) is endangering himself, the teacher, or others, or threatens the use of violence, the teacher may physically restrain and/or remove the pupil(s) using only such force as is necessary to accomplish the restraint or removal.
- 6.8.2.2 If a pupil is insubordinate, uses vile or abusive language, or by his words or actions is detrimental to the learning process of other pupils, the teacher may direct the pupil to leave the classroom to report to the office and may escort any pupil who refuses to report voluntarily using only such force as is necessary to effect the removal.
- 6.8.2.3 A teacher, who pursuant to 2.1 and 2.2, restrains a pupil physically or who physically escorts a pupil who refuses to report to the office voluntarily shall be supported by the Board administratively and under Education Law Section 3023 and Education Law Section 3028 in case any complaint is lodged against him as a result and providing the teacher was acting in the discharge of his duties within the scope of his employment.
- 6.8.2.4 In case of persistent, serious, disruptive behavior, the teacher may request the principal to exclude the pupil from class pursuant to subdivision 3 of Section 3214 of the Education Law. The principal may call a conference of the parents and teacher.
- 6.8.2.5 If the teacher does not feel satisfied with the result of the conference, the teacher may initiate a grievance only up through the Board of Education Level of the Grievance Procedure and excluding binding arbitration.

### 6.8.3 Administrative Support

- 6.8.3.1 If the teacher believes that a pupil should be referred for evaluation, the provisions for possible placement of pupils in special education may be put into effect by the School District.

**ARTICLE SEVEN**  
**TEACHING HOURS AND TEACHING LOAD**

7.1 All teachers shall report to work at 8:00 a.m. and shall remain until 2:45 p.m. No teacher is to leave the building between 8:00 a.m. and 2:45 p.m. on school days, except for teachers who are on their scheduled lunch period, without the express permission of a member of the Administration. Teachers may be required to remain until 3:30 p.m. on up to three (3) workdays (except Fridays) per month, if needed for professional duties, i.e. faculty meetings, inservice workshops, etc.

7.2.1 Secondary school teachers shall not be assigned more than six (6) obligations per day, except in exceptional circumstances agreed upon by the teacher and administration.

7.2.2 The normal teacher load in grades 7-12 shall be four (4) preparations in any one day exclusive of science labs. The District will develop a master schedule based on no more than four (4) preparations per day exclusive of science labs for any one teacher. If the assignment of an additional preparation is necessary, it will not be scheduled without prior notification to the teacher and an opportunity for the teacher to discuss the assignment with the Superintendent.

If circumstances exist where a tenured teacher or a previously tenured teacher (a probationary teacher previously tenured in a given tenure area where a Board resolution granting tenure has been given and said teacher continues in that same tenure area at Fort Edward) is required to accept an additional preparation, the parties to this Agreement agree that said teacher shall receive, at their election, either (1) additional compensation of \$350 per semester with the six obligations or (2) shall be assigned five obligations and three planning periods. The parties agree the Physical Education and Music teachers are not covered by this section 7.2.2. The parties further agree that the Science Labs will not count as an additional preparation. As of September of 1987, the Music teacher assignments excluding band, chorus and private lessons shall be limited to 6 grade levels.

7.2.3 The normal limits are 100 students per day for English and 125 students for Social Studies, Mathematics and Science; however, these limits may be exceeded by 10% for unusual circumstances.

7.2.4 All elementary teachers shall normally have a minimum of 30 minutes per day with a minimum of 200 minutes per week of duty-free time for planning and preparation. Such time will be in addition to the daily duty-free lunch period. Effective with the 94-95 school year, kindergarten teachers will revert to a workday schedule consistent with that of the rest of the elementary staff. This schedule will return to the 93-94 format if the District discontinues the developmental program or drops the additional music and/or physical education classtime.

- 7.2.5 All full-time teachers will have a daily duty-free lunch period of thirty (30) minutes per day.
- 7.2.6 Teachers with labs required by NYS Regents courses shall be entitled to 1 prep period per week for each such lab assignment in a given subject area. (Labs shall be defined to normally consist of a minimum of 2 or more periods per week, which will result in an extra prep period per week for that teacher.)



**ARTICLE EIGHT**  
**VACANCIES IN PROMOTIONAL POSITIONS**

- 8.1 All vacancies in any professional position shall be posted in both school buildings, clearly setting forth a description of the qualifications for the position, including duties and salary.

Vacancy is defined as an unencumbered continuing position including a position resulting from a resignation, retirement, death, confirmed dismissal or newly created position.

- 8.1.1 When school is in session, such notices shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted, and in no event, less than ten (10) school days before such date.
- 8.1.2 Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his designated administrator within the time limit specified by the notice.
- 8.1.3 Teachers will be notified of professional positions which may open when school is not in session. Such notice shall be sent at least fifteen (15) days before the final date when the application must be submitted.
- 8.2 Promotional positions are defined as follows: Positions not on the basic salary schedule for teacher and/or positions on the administrator-supervisory level, principal, assistant principal, department head, counselor, coordinator, and coach. A salary schedule will be adopted for each position when the position is established. See Article Twenty-Four for Salary Schedule for positions now in effect.
- 8.3 All appointments to the aforesaid vacancies and all other positions requiring certification shall be based on qualifications and experience. They shall be made without regard to sex, age, race, creed, color, religion, nationality, marital status, or ancestry, unless based on a bona fide occupational qualification. As far as practicable only certified personnel shall be hired.
- 8.4 If an applicant from within the system is not selected and requests reasons for his rejection, such reasons shall be given him orally, or in writing by the Board, as he specifies.

**ARTICLE NINE**  
**TEACHER ASSIGNMENT**

- 9.1 Teachers will be notified of their tentative schedules for the coming year, including the school to which they will be assigned, the grades and/or subjects they will teach, any special or unusual classes they will have, and their tentative class lists, not later than June 1.
- 9.2 In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- 9.3 Teachers' assignments will be made without regard to race, creed, color, religion, nationality, sex, or marital status, unless based on a bona fide occupational requirement.
- 9.4 New teachers will receive a statement of their duties upon appointment to their position. Returning teachers will receive a similar "duties statement" for the year with their salary notice statement, which is usually received in the spring of the year.
- 9.5 Field trips may be taken, if they are planned well in advance and have the approval of the Superintendent. Where the distance warrants, school buses will be provided. Permission slips should be secured by parents before children are taken from school during school hours.
- 9.6 Class Advisorships will be appointed first from a list of Junior and Senior High faculty volunteers. After placing the volunteers, all other Class Advisorships will be appointed on a rotating basis.
- 9.7
1. Substitutes will be hired for all regular teachers when substitutes are available.
  2. In the case of special teachers for reading, special education teachers, and other certified specialized remediation teachers, substitutes will be hired when certified substitutes are available.
  3. Aides whose teachers are absent will be assigned to regular classrooms to assist in the reading program.
- 9.8 The Administration and the Association will establish a joint study committee to make recommendations to the Board, within a limited time span, on what phases of non-teaching duties might profitably be better performed by personnel other than teachers and how the teacher's relief time from such duties might result in some measurable educational gain.
- 9.9 For the duration of this contract, no scholastic work shall be contracted to or sub-contracted to any private person, organization or corporation by the Board for the purpose of performance contracting or any similar or related program without the express written consent of the Association.

9.10 Job Security

9.10.1 No staff member hired prior to July 1, 1984 will be excessed from the district prior to June 1, 1997.

This does not preclude the district from reducing the number of positions through attrition.

Leaves of absence will not be considered attrition.

**ARTICLE TEN**  
**NEWLY-EMPLOYED PERSONNEL,**  
**VOLUNTARY TRANSFERS, REASSIGNMENTS**

- 10.1 Faculty members will assist the Administration and the Board of Education in hiring of all professional personnel covered by the contract. A committee, made up of one teacher selected by the President of the Association and one teacher selected by the Superintendent will participate in the interview of candidates for employment and make recommendations to the Superintendent concerning the suitability of such candidates. The composition of the committee may change according to the subject area of the position to be filled.
- 10.2 Notice of assignments, for all newly-employed personnel, of their specific positions shall be given as soon after appointment as practicable. Assignments shall be within the type of service for which the teacher has been appointed by the Board.
- 10.3 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 year and may file a written statement of such desire with the Superintendent at any time, but no later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference.
- 10.4 In determination of requests for voluntary reassignments 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 the best interests of the school system. The determination as to which teacher is to receive the appointment shall be made on the basis of sound educational policy.
- 10.5 A tenured teacher transferring from elementary to secondary school level or vice versa shall be required to serve no more than two years on probation in order to attain tenure at the new level.

**ARTICLE ELEVEN**  
**INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- 11.1 The parties agree that involuntary transfers or reassignments will be made only when necessary and in the best interests of the school system. Notice of an involuntary transfer or reassignment shall be given by June 1, or in extraordinary situations, at a later date if agreed upon by the teachers and administrators.
- 11.2 An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher will be notified of the reasons therefore, which shall be based on sound educational policy.
- 11.3 Teachers being involuntarily transferred shall be notified of the positions available in their tenured area. Said teachers may request the positions, in order of preference, to which they desire to be transferred. Their preference will be one of the factors considered in making the transfer.
- 11.4.1 In the event a teacher's services are terminated due to the abolishment of his position, the teacher shall be notified personally by May 1. This shall be followed by a letter of explanation, a copy of which will be placed in the teacher's personnel file. When the annual budget is passed, recipients of such letters of termination who are to be recalled in accordance with Section 2519 of the New York State Education Law will be notified no later than ten (10) days after the Board of Education meeting at which their position is reinstated.
- 11.4.2 The district shall inform said teacher of any other professional vacancy within the bargaining unit which exists at the time of the abolishment of his/her position.
- 11.4.3 In the event there are no vacancies in the school district, the district shall place such teachers on a list in order of seniority. It is the teacher's responsibility to inform the district of any change in his/her certification.
- 11.4.4 In the event a professional position within the bargaining unit is created, teachers on the list will be notified of such positions by certified mail, receipt requested, with a copy to the Association President or his designated representative.
- 11.5 Teachers who are released from employment through no fault of their own shall be placed on a Preferred Substitute List. When a substitute is required, the District will attempt to fill the opening in the following manner:
- 11.5.1 From list, those with previous teaching assignment and certification in area of opening.

- 11.5.2 From off list, those with applicable previous teaching assignment and certification.
  - 11.5.3 From list, those with applicable previous teaching assignment or certification.
  - 11.5.4 From off list, those with applicable teaching assignment or certification.
  - 11.5.5 From list, anyone.
  - 11.5.6 Follow normal district procedure.
- 11.6 Tenured teachers called back from the Preferred Substitute List above (11.5) to a position as a per diem substitute teacher (long duration) or as a long-term substitute teacher, will be placed on the appropriate salary schedule step.

## **ARTICLE TWELVE**

### **TEACHER EVALUATION**

- 12.1 A continuing schedule of teacher evaluation shall be implemented and maintained by the Administration. The Teachers Association shall be considered a party in interest for all teacher evaluation procedures.
- 12.1.1 Each probationary teacher shall receive at least three (3) administrative evaluations based upon personal observations for each year of probation.
- 12.1.2 Each evaluation shall be written up in duplicate no later than five (5) teaching days after the observation upon which it was based and a conference set up within the same period between the teacher being evaluated, his administrator, and the observer, if other than the administrator, for the purpose of discussing the written evaluation.
- 12.1.3 No material relative to a teacher's conduct, service, character or personality will be placed in any of his personnel files unless the teacher has had an opportunity to review such material by affixing his signature to the copy filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief School Officer and attached to his file copy.
- 12.1.4 One copy of the signed evaluation shall be placed in the teacher's personnel file and the other copy shall be given to the teacher.
- 12.1.5 Each teacher shall have access to all evaluation materials in his personnel file, except college placement folders.
- 12.1.6 Each teacher shall have the right to request, and be granted one or two follow-up observations by his administrator.
- 12.1.7 As an integral part of developing new teachers into proficient professionals, mentors will be assigned in accordance with the plan mutually agreed upon by the District and the Fort Edward Teachers Association. Any evaluative materials used in the mentor/mentee relationship shall not be considered part of the evaluation process referred to herein, nor shall they be part of any employment record maintained by the District.
- 12.1.7.1 The mentoring committee required by the district's mentoring plan will contain two elementary and two secondary teachers selected by the executive committee of the association, an administrator, and the mentoring coordinator.

12.2 Should the board decide not to grant tenure to a probationary teacher, or not to rehire him for his second or third year of probation, the Board shall inform the teacher of their decision "90 calendar" days before the end of the probationary term.

12.3 Just Cause

12.3.1 No tenured member of the bargaining unit shall be disciplined or discharged without just cause. If a discharged tenured member of the bargaining unit elects to utilize this provision, such member thereby waives a New York State Education Law Section 3020-a hearing.



## **ARTICLE THIRTEEN**

### **PROTECTION**

- 13.1 Teachers will immediately report all cases of assault suffered by them in connection with their employment to their principal or immediate supervisor in writing.
  
- 13.2 This report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher for information in his possession relating to the incident or the persons involved.
  - 13.3.1 The School District agrees to hold a teacher harmless from any financial loss as provided by the New York State Law, provided such teacher, at the time of the act or omission complained of, was acting in the discharge of his duties within the scope of his employment or under the direction of the School District.
  
  - 13.3.2 Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of the Superintendent.
  
  - 13.3.3 Teachers shall notify the Superintendent of any accident or claim against them which might be covered by this section within ten (10) days after the accident occurs if the teacher knows of the claim. In addition, a teacher shall not be entitled to the protection of this Article unless within ten (10) days of the time he is served with any summons, complaint, process, notice, demand, or pleading, he shall deliver the original or a copy thereof to the Superintendent.

**ARTICLE FOURTEEN**  
**LEAVES AND ABSENCES**

**14.1 Sick Leave**

- 14.1.1 Each staff member is entitled to twelve days sick leave per year, with unlimited accumulations.
- 14.1.2 Any professional staff member serving on a part time salary statement basis must accumulate sick leave on a pro-rated basis, i.e., half-day teachers are entitled to five or six days of sick leave per year.

**14.2 Absence Due to Death in the Family**

- 14.2.1 Full salary, for a period not to exceed four (4) days at each instance, will be paid to a teacher during his absence caused by a death in his or her spouse's immediate family. The immediate family is to consist of parents, grandparents, legal guardian, children, husband, wife, brother or sister.
- 14.2.2 All days beyond four (4) days in the case of 14.2.1 approved for this absence shall be deducted from the accumulated sick leave.
- 14.2.3 A request in excess of four (4) days in the case of 14.2.1 at any one time shall not be granted except that any application of the above rules results in excessive hardship to any teachers. The request should be arranged through the Superintendent.

**14.3 Absence Due to Illness in the Family**

- 14.3.1 Full salary for a period not to exceed three (3) days per year will be paid to a teacher during his absence caused by illness in his immediate family. The immediate family is to consist of parents, grandparents, legal guardian, children, husband, wife, brother or sister.
- 14.3.2 All days beyond three (3) days approved for this absence shall be deducted from accumulated sick leave.
- 14.3.3 A request in excess of the three (3) days in any one year shall not be granted except that any application of the above rules that results in excessive hardship to any teacher will be subject to review by the Board of Education. The request should be arranged through the Superintendent.

#### 14.4 Personal Leave

14.4.1 Each member of the bargaining unit is entitled to three (3) personal leave days per year. Unused personal leave days are accumulative as sick days. Personal leave days will not be used to extend a vacation period. For the purposes of this article, a vacation period is defined as Thanksgiving, Christmas, Winter, and Spring recesses. Columbus Day, Veteran's Day, Martin Luther King Day, and Memorial Day are not to be considered as vacation periods.

14.4.2 Except in an emergency, members of the bargaining unit will notify the administration of their intent to use a personal leave day by the end of the preceding school day.

14.4.3 Except in an emergency, no more than five (5) members of the bargaining unit may utilize personal leave days on any one day.

#### 14.5 Request for a Leave of Absence of Five Days or Less

A teacher desiring a leave of five days or less a year shall request such leave from the Superintendent in writing. Request may be granted at the discretion of the Superintendent. Such leave, if approved, will be without pay.

#### 14.6 Request for a Leave of Absence of More Than Five Days

A teacher desiring a leave of absence for more than five (5) days must submit a written request to the Board of Education at least two weeks prior to the date of the leave of absence. Such request, if approved, will be without pay.

#### 14.7 Absence Due to Attendance at Education Meetings

A teacher in attendance at an educational conference approved by the Board of Education will receive his full salary, and the substitute will be paid by the Board of Education.

#### 14.8 Policy to Regulate Attendance at Conferences & Conventions

14.8.1 The Board of Education recognizes that attendance at conferences and conventions is valuable for professional personnel. Personnel will be permitted to attend these meetings after approval of application presented to the Superintendent.

14.8.2 Under certain circumstances, travel allowance and other expenses will be provided for school personnel attending meetings, conferences, and conventions; where such allowance is to be provided, it shall be based on the following:

- 14.8.2.1 Travel - Current IRS Allowance.
- 14.8.2.2 All expenses related to the purpose of the conference - including meals, hotel accommodations, registration fees, parking fees and tolls.
- 14.8.3 Attendance at conferences and agreement to pay expenses must be presented for recommendation at least 30 days in advance to the Superintendent in order that the Board of Education can grant final approval.
- 14.8.4 Personnel must first pay all costs of the trip from their own resources. Reimbursement will be made on the basis of approved claims after actual bills, stubs, or other verification have been obtained by the claimant. (Receipts: tolls, fees, motel statements).
- 14.8.5 Upon return from convention, personnel will prepare a summary of meetings and prepare a report for presentation to the Board at a scheduled Board meeting.
- 14.8.6 Personnel attending conventions and/or conferences should, at the request of the Superintendent, meet with professional groups to discuss methods, materials, and other knowledge acquired at these meetings.

#### 14.9 Child Care Leave

- 14.9.1 A teacher may utilize up to eight weeks (40 days) of accumulated sick leave for the disability associated with childbirth and its recovery period.
- 14.9.2 A teacher shall be granted an unpaid child care leave for up to two full years upon the written request by the staff member and the recommendation of the Superintendent and Board.
- 14.9.3 Unless the teacher has been reduced in force pursuant to NYS Education Law §2510 the teacher returning from child care leave is entitled to a position in the same tenure area from which the teacher left when the leave began.
- 14.9.4 Adoption. A teacher adopting an infant child of four years old or younger shall be entitled, upon request, to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption. Maximum length of the leave shall be two years, and the teacher, except in emergency, shall give thirty days notification.
- 14.9.5 A bargaining unit member has the right to continue all-district insurance benefits during said leave providing he/she pays to the District the full cost of all insurance premiums. (NOTE: If applicable, FMLA coverage applies.)

#### 14.10 Jury Duty

Any person who is asked to serve on jury duty shall be given time off on order of the court, with a differential between juryman's pay and regular salary.

#### 14.11 Alternative Employment Leave

- 14.11.1 Upon notification to the Superintendent and the Association, members of the bargaining unit with 10 years or more of District service may be granted an alternative employment leave of absence for a period of one year. Such leave may not include employment in another school district.
- 14.11.2 Such notification to the Superintendent will be made by May 1 of the preceding school year. Notification of the intent to return to the District will be made by February 1 of the leave year.
- 14.11.3 Such leaves if granted will be on a first come first serve basis. If more than one individual applies on the same day for a vacancy then seniority will prevail.
- 14.11.4 The district may grant an extension to a member of the bargaining unit on alternative employment leave.
- 14.11.5 A member of the bargaining unit shall have the right to continue all district insurance policies for a period of ninety (90) days after the end of the school year (June 30). Premiums will be paid fully by the members of the bargaining unit.
- 14.11.6 Upon return from said leave, the member of the bargaining unit shall have the right to return to a position in the same tenure area he/she had prior to the leave. Should such position be abolished during the term of the leave, the provisions of Articles 11.4 through 11.6 shall apply.

**ARTICLE FIFTEEN**  
**SABBATICAL LEAVE**

- 15.1 Any permanently certified staff member who has completed seven full years of service in the Fort Edward Public School District may, upon recommendation of the Superintendent and approval of the Board of Education, be granted a leave of absence for the purpose of advance study, which may include extended travel.
- 15.2 Application for such leave shall be made in writing by March 1 or October 1 of the year previous to the beginning of the school term in which such absence is requested. Such application shall be made on a form provided by the Superintendent and shall indicate a program. Teachers will be informed of the action taken on their application within 30 days.
- 15.3 Such leave of absence, when granted, shall count as service in the Fort Edward Schools for salary and seniority purposes. Regular increment shall not be withheld because of such leave.
- 15.4 The Board of Education's actions will depend on a consideration of several matters, such as the number of teachers making requests, substitutes available, probable value to the school system, the cost, and past record of the teacher.
- 15.5 No more than two teachers in all shall be granted sabbatical leave in any one year.
- 15.6 The teacher selected shall have the option of applying for one semester's leave at full pay, two semesters leave at half pay or a sabbatical for 3 summers. A teacher choosing a summer sabbatical shall be paid at the rate of 1/6 of Step 1 of that teacher's column on the salary schedule.
- 15.7 Sabbatical pay will be figured on an applicant's salary statement for the school year the applicant is on sabbatical leave. It is understood that from said pay, the regular deductions for the retirement system, withholding tax, social security and hospitalization will be deducted.
- 15.8 The Board will pay the said salary on the regular payroll dates during the period of the leave.
- 15.9 Teachers on such leave may not receive compensation for work during the sabbatical period except by the approval of the Board of Education.
- 15.10 Sabbatical leave, with the exception of summer sabbatical, shall be granted based on an agreement by the teacher to return to the school system for a period of not less than two (2) years or refund the salary paid during the said sabbatical leave.

- 15.10.1 A summer sabbatical shall be granted based on an agreement by the teacher to return to the District the following year. If the teacher fails to return to the District the following year, he shall refund the salary paid during said sabbatical leave.
- 15.11 The applicant will return to the District in a position recommended by the Superintendent, with the approval of the Board, equal to or greater than his previous position.
- 15.12 Interruption of the program of study caused by serious accident or illness during a sabbatical leave shall be treated in the same manner as in the case of any regular teacher. Lost time because of sickness or accident will be compensated at the sabbatical rate with a proportionate decrease in the applicant's sick leave. Notification of said accident or illness which interrupts the program of study shall be given to the Superintendent by means of a registered letter mailed within ten (10) days of said accident or illness. Applicant will continue with sick leave and personal leave accumulation.

**ARTICLE SIXTEEN**  
**IN-SERVICE IMPROVEMENT**

- 16.1 The District Cabinet shall establish a committee (or act as a committee) to study the needs for in-service training in the District.
- 16.2 The District Cabinet and the Superintendent shall recommend to the Board (a) the nature of the in-service program which is needed, and (b) the criteria which shall have been established for the granting of in-service credit.
- 16.3 The Board agrees, if it is at all financially possible, to provide funds for the presentation of the in-service project and to continue paying of in-service credit, at the same rate as graduate credit, to those teachers who successfully complete the in-service training.
- 16.4 The Superintendent in consultation with the District Cabinet will determine the time requirements for the in-service courses.



**ARTICLE SEVENTEEN**  
**DUES DEDUCTION**

17.1 Upon voluntary, individual written authorization by a teacher before September 30, on a form authorized by the Association, the School District agrees after receipt of the authorization to deduct from the wages of each teacher who is or becomes a member of the Association, membership dues, and to transfer the monies thus deducted by check to the treasurer of the Association. It is agreed that such deductions shall be in ten (10) equal installments and commence with the first pay period in October and terminate with the tenth check from then. The Association should notify the Chief School Officer of the current rate of its dues.

17.2 The dues deduction authorization will be given by means of the following form:

**PAYROLL DEDUCTION AUTHORIZATION**

Social Security Number \_\_\_\_\_  
Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_  
District Name \_\_\_\_\_  
Organization \_\_\_\_\_

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Member Signature \_\_\_\_\_ Date \_\_\_\_\_

17.3 The School District agrees to transmit the total sum deducted to the Association within five (5) working days following each payroll date. The first and final transmittal shall be accompanied by a list of those persons for whom deductions have been made. The final transmittal list shall state the amount of accumulated deduction for each person.

17.4 The Association shall identify and save the Board harmless against any and all claims, demands, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice of assignment furnished under any such provisions.

17.5 The Fort Edward Public School District shall deduct from the salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

- 17.6 The District shall withhold from each employee's payroll check an amount for VOTE/COPE authorized in writing by an individual employee as requested and transmit said amount to the Fort Edward Teachers Association.

The Association will inform the Superintendent of the amounts for current staff before the first payroll in September and for new staff by the second payroll for the current school year.

This deduction shall be continuous unless changed in writing by the individual prior to the first payroll in September or first payroll in February of the current school year.

- 17.7 The District shall withhold from each employee's payroll check an amount authorized in writing by an individual employee as requested and transmit said amount to the NYSUT Benefit Trust.

This deduction shall be continuous unless changed in writing by the individual prior to the first payroll in September or first payroll in February of the current school year.

- 17.8 The District shall withhold from each employee's payroll check an amount authorized in writing by an individual employee as requested and transmit said amount to Tri-County Credit Union.

The Association will inform the Superintendent of the amounts for the current staff before the first payroll in September and for the new staff by the second payroll for the current school year.

This deduction shall be continuous unless changed in writing by the individual prior to the first payroll in September or first payroll in February of the current school year.

**ARTICLE EIGHTEEN**  
**PERSONAL INJURY BENEFITS**

- 18.1 Whenever a teacher is absent from employment and unable to perform his duties as a result of personal injury caused by an accident or an assault occurring in the course of his employment, the teacher will be paid full salary during such absence to the limit of the teacher's accumulated sick leave, as necessary. Upon the award of any applicable Workman's Compensation, sick leave will, at the option of the employee, be re-calculated and sick leave reinstated for the portion of the sick leave taken that is reimbursed by Workman's Compensation.
- 18.1.1 Should the teacher choose to have sick leave reinstated, said leave shall be bought back from the District at the per diem substitute rate of pay. Said teacher shall not be able to buy back more than the maximum number of sick days accredited to the teachers at the time of injury.

**ARTICLE NINETEEN**  
**GENERAL**

19.1 Interruption of Work

The Association affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such strike, and the Board agrees it will not impose lockouts on the professional staff.

19.2 Reprisals

There will be no reprisals of any kind taken against any teacher by reason of his membership in the unit or participation in its activities.

19.3 Materials and Supplies needed by members of the bargaining unit and approved by the Superintendent for the beginning of school in September will be ordered by July 1 prior to that September unless budget restrictions make such ordering an impossibility.

**ARTICLE TWENTY**  
**INSURANCE**

20.1 The employer agrees to pay a portion of the premiums for the Empire Blue Cross Matrix indemnity plan according to the following schedule:

2002-03 Individual, Two-Person, and Family coverage — Employer will pay 90% of premium

2003-2004, 2004-2005, 2005-2006, 2006-2007 — Individual, Two-Person, and Family coverage — Employer will pay 85% of premium.  
The Major Medical lifetime cap is \$1,000,000.

20.2 The employer agrees to provide Empire Blue Cross Basic Dental Insurance Plan with Rider A according to the following schedule:

2002-2003	Employer will pay 100%
2003-2004	Employer will pay 96%
2004-2005	Employer will pay 94%
2005-2006	Employer will pay 92%
2006-2007	Employer will pay 90%

20.3 The employer agrees to provide individual and family coverage for the Empire Blue Cross Prescription Drug Plan (\$5 deductible for generic, \$10 deductible for name brand) Broad Network Prescription Drug Plan according to the following schedule:

2002-2003	Employer will pay 100%
2003-2004	Employer will pay 96%
2004-2005	Employer will pay 94%
2005-2006	Employer will pay 92%
2006-2007	Employer will pay 90%

20.4 The employer agrees to pay a portion of the premiums for the Empire Blue Cross PPO Individual, Two-Person and Family coverage according to the following schedule:

2002-2003	Employer payment not to exceed \$510 per month
2003-2004, 2004-2005, 2005-2006, 2006-2007	Employer will pay 90% of premium.

20.5 Effective 7/1/03 the employer agrees to pay 90% of the premium for the Empire Blue Cross EPO Individual, Two-Person and Family coverage.

The election of a plan can only change once per year in the month of June. An employee selecting the PPO or EPO coverage under this provision shall not be eligible for separate Empire Healthcare prescription drug insurance coverage.

**ARTICLE TWENTY-ONE**  
**ASSOCIATION RIGHTS**

- 21.1 The President of the Association shall receive an agenda for Board of Education meetings upon request.
- 21.2 Upon request, the President of the Association shall receive a copy of the approved minutes of Board of Education meetings.
- 21.3 The School District will provide the President of the Association with data on new teachers when they are hired. This data shall be name, address, telephone number and teaching assignment.
- 21.4 Bulletin Board space will be provided in a suitable location for the posting of notices by the Association.
- 21.5 The Building Representative shall have the right to schedule Association meetings in the school building before or after school or during lunch periods, provided such meetings do not conflict with scheduled faculty or other academic or supervisory meetings or the academic program of the school.
- 21.6 The Building Representative shall be provided ten (10) minutes time at all faculty meetings, if requested by him, to report on matters involving representation of the teachers by the Association.
- 21.7 The Building Representative shall be permitted to meet with teachers at times and places convenient to him provided that such meetings can be scheduled without disturbing the academic or supervisory program.
- 21.8 The Association shall receive up to seven (7) days leave to conduct Association business. Association days shall be taken upon request of the Association President and with prior approval of the Chief School Officer.

**ARTICLE TWENTY-TWO**  
**EXTRACURRICULAR ACTIVITIES PAY**

**ACTIVITY**

22.1	Journalism Director	\$ 275
22.2	Majorettes	\$ 210
22.2.1	Marching Band and Color Guard	\$ 600
22.3	Drama, per Production	\$ 1100
22.4	Yearbook Advisor	\$ 1950
22.4.1	Yearbook Business Advisor	\$ 1300
22.5	Tickets per Game	\$ 44
22.6	Ski Club (Limit: 2 advisors) per advisor, per trip	\$ 40
22.7	National Honor Society	\$ 500
22.8	Chaperone - Buses	\$ 44
22.9	Chaperone - Games	\$ 44
22.10	Education Field Trips - \$7.00 per hour; \$55 per day plus receipted expenses (such expense estimate to be submitted for trips not taken on a school day and approved by the Chief School Officer)	
22.11	Intramural Activities, each (if conducted after the school day and approved by the Chief School Officer)	\$ 200
22.12	Student Council Advisor (Elementary)	\$ 750
	Student Council Advisor (Secondary)	\$ 750
22.13	When supervision/conduct of extracurricular activities duties not listed above is requested by the administration, compensation per person, per instance (3 hour maximum) will be	
		\$ 20
22.14	Class Advisors	

		2002-03	2003-04	2004-05	2005-06	2006-07
22.14.1	Senior	\$950	\$1,000	\$1,050	\$1,100	\$1,150
22.14.2	Junior	\$1,050	\$1,100	\$1,150	\$1,200	\$1,250
22.14.3	Sophomore	\$700	\$750	\$800	\$ 850	\$900
22.14.4	Freshman	\$700	\$750	\$800	\$ 850	\$900

22.15            SADD Advisor       \$300

**ARTICLE TWENTY-THREE**  
**COACHING SALARIES**

<b>Coaching Salaries</b>					
<b>2002-2003</b>					
<b>YEAR</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
1	3131	2750	2481	2140	1929
2	3319	2915	2633	2334	2047
3	3519	3090	2791	2475	2170
4	3652	3208	2897	2569	2252
5	3780	3320	2998	2659	2330
6	3913	3436	3103	2751	2413
<b>2003-2004</b>					
1	3225	2833	2555	2205	1987
2	3419	3002	2712	2404	2108
3	3624	3183	2875	2549	2235
4	3762	3304	2984	2646	2319
5	3893	3420	3088	2739	2400
6	4030	3540	3196	2834	2485
<b>2004-2005</b>					
1	3322	2918	2632	2271	2047
2	3521	3092	2793	2476	2171
3	3733	3279	2961	2625	2302
4	3875	3403	3073	2725	2389
5	4010	3523	3180	2821	2472
6	4151	3646	3292	2919	2559
<b>2005-2006</b>					
1	3422	3005	2711	2339	2108
2	3627	3185	2877	2550	2236
3	3845	3377	3050	2704	2371
4	3991	3505	3166	2807	2461
5	4131	3628	3276	2905	2547
6	4275	3755	3391	3007	2636
<b>2006-2007</b>					
1	3525	3095	2792	2409	2171
2	3736	3280	2963	2627	2303
3	3960	3478	3142	2785	2442
4	4111	3610	3261	2891	2534
5	4254	3737	3374	2993	2623
6	4404	3868	3493	3097	2715



	<u>SPORT</u>	<u>SCALE</u>
23.1	Varsity Football	A
23.2	Assistant Football	B
23.3	Mod. Football (2)	C
23.4	Varsity Basketball	A
23.5	JV Basketball	B
23.6	Mod. Basketball	C
23.7	Jr. High Basketball	C
23.8	Varsity Baseball	B
23.9	JV Baseball	C
23.10	Mod. Baseball	E
23.11	Head Track	B
23.12	Assistant Track	C
23.13	Head Wrestling	B
23.14	Assistant Wrestling	D
23.15	Golf	E
23.16	Cross Country	E
23.17	Field Hockey	C
23.18	Varsity Girls Volleyball	A
23.19	J.V. Girls Volleyball	B
23.20	Mod. Girls Volleyball	C
23.21	Varsity Girls Softball	B
23.22	J.V. Girls Softball	C
23.23	Varsity Girls Basketball	A
23.24	J.V. Girls Basketball	B
23.24.1	Mod. Girls Basketball	C
23.25	Basketball Cheerleader Advisor - appropriate step on Scale E	E
	Football Cheerleader Advisor - 85% of appropriate step on Scale E	E
23.26	Weight Training - 10 months - minimum 80 days	B
23.27	Bowling	E
23.28	Athletic Director ( Step 6)	A

23.29 All coaches employed through the school year will continue in their respective positions at the discretion of the Board. Vacancies in coaching assignments will be offered to bargaining unit members for first refusal. It is understood by the coaches and cheerleading advisors that the completion of their respective duties during that season may vary in length depending upon the success of the team involved in regular and postseason competition.

**ARTICLE TWENTY-FOUR**  
**TEACHERS' SALARY SCHEDULE**

**2002-2003**

<b><u>STEP</u></b>	<b><u>BA</u></b>	<b><u>B30</u></b>	<b><u>MA</u></b>	<b><u>B60</u></b>	<b><u>M30</u></b>
1	34275	35193	35703	36111	36621
2	35049	35967	36477	36885	37395
3	35821	36739	37249	37657	38167
4	36594	37512	38022	38430	38940
5	37367	38285	38795	39203	39713
6	38268	39186	39696	40104	40614
7	39299	40217	40727	41135	41645
8	40329	41247	41757	42165	42675
9	41360	42278	42788	43196	43706
10	42390	43308	43818	44226	44736
11	43421	44339	44849	45257	45767
12	44580	45498	46008	46415	46925
13	45739	46657	47167	47575	48085
14	46898	47816	48326	48734	49244
15	48058	48976	49486	49894	50403
16	48953	51470	51980	52388	52898
17	49849	53992	54502	54910	55420
18	50744	56637	57147	57555	58065
19	51640	59412	59922	60330	60840
20	52535	64035	64545	64953	65463

2003-2004

<u>STEP</u>	<u>BA</u>	<u>B30</u>	<u>MA</u>	<u>B60</u>	<u>M30</u>
1	35016	35954	36475	36892	37413
2	35807	36744	37265	37682	38203
3	36596	37534	38055	38471	38992
4	37385	38323	38844	39260	39781
5	38175	39113	39634	40051	40572
6	39096	40034	40554	40971	41492
7	40149	41087	41608	42025	42546
8	41201	42139	42660	43077	43598
9	42254	43192	43713	44130	44651
10	43307	44244	44765	45182	45703
11	44360	45298	45819	46235	46756
12	45544	46481	47002	47419	47940
13	46728	47666	48187	48604	49125
14	47912	48850	49371	49787	50308
15	49097	50034	50555	50972	51493
16	50012	52583	53103	53520	54041
17	50927	55159	55680	56097	56618
18	51841	57861	58382	58799	59320
19	52756	60696	61217	61634	62155
20	53671	65420	65941	66357	66878

2004-2005

<u>STEP</u>	<u>BA</u>	<u>B30</u>	<u>MA</u>	<u>B60</u>	<u>M30</u>
1	35691	36646	37177	37602	38133
2	36496	37452	37983	38408	38939
3	37300	38256	38787	39212	39743
4	38105	39060	39591	40016	40547
5	38910	39866	40397	40822	41353
6	39848	40804	41335	41760	42291
7	40922	41878	42409	42834	43365
8	41994	42950	43481	43906	44437
9	43068	44024	44555	44979	45510
10	44140	45096	45627	46052	46583
11	45214	46170	46701	47125	47656
12	46420	47376	47907	48332	48863
13	47628	48584	49115	49539	50070
14	48834	49790	50321	50746	51277
15	50042	50998	51529	51953	52484
16	50974	53595	54126	54551	55081
17	51907	56221	56752	57177	57708
18	52839	58975	59506	59931	60462
19	53772	61865	62396	62821	63352
20	54704	66679	67210	67635	68166

**2005-2006**

<b><u>STEP</u></b>	<b><u>BA</u></b>	<b><u>B30</u></b>	<b><u>MA</u></b>	<b><u>B60</u></b>	<b><u>M30</u></b>
1	36491	37468	38011	38446	38988
2	37315	38292	38835	39269	39812
3	38137	39114	39657	40091	40634
4	38959	39937	40479	40914	41457
5	39783	40760	41303	41737	42280
6	40742	41719	42262	42697	43240
7	41840	42817	43360	43794	44337
8	42936	43913	44456	44891	45434
9	44034	45011	45554	45988	46531
10	45130	46108	46650	47085	47628
11	46228	47205	47748	48182	48725
12	47461	48439	48982	49416	49959
13	48696	49673	50216	50651	51193
14	49930	50907	51450	51884	52427
15	51164	52142	52684	53119	53662
16	52118	54797	55340	55774	56317
17	53071	57482	58025	58459	59002
18	54025	60298	60841	61275	61818
19	54978	63253	63795	64230	64773
20	55931	68175	68717	69152	69695

2006-2007

<u>STEP</u>	<u>BA</u>	<u>B30</u>	<u>MA</u>	<u>B60</u>	<u>M30</u>
1	37388	38390	38946	39391	39947
2	38232	39233	39790	40235	40791
3	39075	40076	40632	41077	41634
4	39917	40919	41475	41920	42476
5	40761	41762	42319	42764	43320
6	41744	42745	43302	43747	44303
7	42869	43870	44426	44871	45427
8	43992	44993	45550	45995	46551
9	45117	46118	46674	47119	47675
10	46240	47241	47798	48243	48799
11	47365	48366	48922	49367	49923
12	48629	49630	50186	50631	51187
13	49894	50895	51451	51896	52452
14	51157	52159	52715	53160	53716
15	52422	53424	53980	54425	54981
16	53399	56144	56701	57146	57702
17	54376	58895	59452	59897	60453
18	55353	61781	62337	62782	63338
19	56330	64808	65364	65809	66365
20	57307	69851	70407	70852	71408

24.1 At the start of the teacher's 25<sup>th</sup> and 30<sup>th</sup> year of full time service or equivalent FTE service with the District, the District will pay a \$1,000 longevity payment.

24.1.1 Summer/Recess Work

Pay for summer/recess work will be as follows: 1/200<sup>th</sup> of base salary plus graduate hours for each day of employment. (The hourly rate is based on 1/200<sup>th</sup> x Base Salary + Graduate Credit Hours x 1/6.75.)

24.2 Teachers will be paid \$40.00 for each hour of graduate work completed after July 1, 2002. Graduate work will be approved by the superintendent and verified by the teacher.

24.2.1 After 32 graduate credit hours or the attainment of a Master's Degree and with prior written approval of the Superintendent, the District will pay 25% of the teacher's tuition for that graduate course. The graduate course must be in the teacher's tenure and certification area or must be a graduate course that has prior written approval of the Superintendent and benefits the Fort Edward Union Free School District programs.

This provision will sunset on June 1, 2007 for review of its effectiveness.

24.3 Salary adjustments for the successful completion of post-bachelor's degree study will be made upon receipt at the school district principal's office of official transcripts or other proof from the institution or institutions from which credit was granted for course work.

24.3.1 Salary adjustments for the successful completion of post-bachelor's degree study will be made during or before the first semester of the school year for all work completed prior to September 1 of that year, provided official transcripts or other proof has been received by October 15 of that year. When transcripts are received after that date, salary adjustments will be made during the second semester, with the adjustment being such that full payment for the study will be computed from the beginning of the school year.

24.3.2 Salary adjustments for post-bachelor's degree study completed during the first semester of a school year will be made during the second semester that year provided official transcripts or other proof has been received by June 1 of that year. Such adjustments will be pro-rated at one-half the annual amount for the hours submitted before October 15, and not after June 1.

24.3.3 Where transcripts are received after June 1 of any school year, salary adjustments will not be effective until the following year.

- 24.4 New teachers may be granted salary credit up to the total maximum years of prior service.
- 24.5 Curriculum improvement is encouraged with compensation of 1/10 of the new agreed annual salary per month of summer employment or prorated per month of summer employment.
- 24.6 Salary schedule for positions now in effect:
  - 24.6.1 Enrichment Coordinator \$1,600
  - 24.6.2 Evening Study Supervisor 7-12, effective July 1, 1999: \$25 per hour, 2 hours per night, 3 nights per week when school is in session, exclusive of vacations. Dates and times for this program will be determined each year by the District.
  - 24.6.3 Academic Intervention Services Instructor: In the event that academic intervention services must be scheduled and provided at a time outside the school day and school year as defined in articles seven and three, the rate of pay shall be \$37.00 per hour. The preferred method of scheduling and providing academic intervention services will be during the school day and school year.
  - 24.6.4 Mentoring Coordinator — \$1,000
  - 24.6.5 Teacher Mentor — \$1,000
- 24.7 In addition to any other benefits attainable upon retirement from service, a retirement emolument shall be paid to eligible members of the unit as defined below:
  - 24.7.1 The teacher shall:
    - 24.7.1.1 Be eligible for service retirement as defined by the Teacher's Retirement System
    - 24.7.1.2 Have served in the District for ten (10) years
    - 24.7.1.3 Retire immediately from teaching following his last day of service
    - 24.7.1.4 Notify the Superintendent's Office in writing, no later than February 1, of his/her intention to retire at the end of the current school year.



24.7.1.5 Said benefit shall, at the employee's option, be paid in a lump sum in the July following retirement or be made in two payments: July following retirement and the following January. If the two payment method is selected, the employee shall select the amount to be paid in said payment (e.g.: 50% July; 50% January).

24.7.2 The emolument shall be computed as follows:

24.7.2.1 A teacher who is eligible to retire shall receive his daily rate of pay times 50% of the number of accumulated sick days not to exceed a cap of \$27,000.

24.7.3 Health Insurance election for retirement incentive proceeds.

For those employees who receive retirement incentive payment pursuant to this section at the election of and direction of the employee, in place of the cash payout, the district will establish an equivalent credit up to but not to exceed the original cash amount which shall be used towards the purchase of health insurance after the employee has retired and shall continue until the credit has been expended.

The employee may discontinue participation in such plan and within 30 days shall receive payment for the balance of the cashout (subject to any applicable federal or state taxes).

If the employee dies before the credit is expended, the estate or designated beneficiary of the employee shall, within 30 days, receive the balance in cash and subject to any applicable taxes.

**ARTICLE TWENTY-FIVE**  
**DURATION**

This Agreement signed this 26<sup>th</sup> day of August, 2003 shall be considered effective July 1, 2002 until June 30, 2007 and from year to year thereafter, unless either party gives to the other party notice in writing prior to January 15, 2007, or prior to January 15 of any succeeding year, of its desire to change this Agreement.

In the event a notice of desire to change is given as aforesaid and the parties do not agree in writing upon the changes to be made, this Agreement shall nevertheless continue in effect in its entirety until a new agreement is reached.

For the purpose of this Article, it will be considered that notice has been given by the Association when the same has been sent by registered mail addressed to the President of the Board, name and address of aforesaid to be furnished by the Board.

**Fort Edward Teachers Association**  
**Negotiating Team**

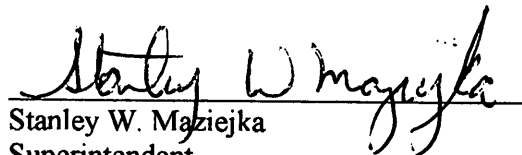
Paul T. Smith, Chairperson, Chief Negotiator  
Dennis Schaperjahn  
Nancy Warner-Lloyd  
Peter Williams  
Barbara Fribourg



Paul T. Smith  
President  
Fort Edward Teachers Association

**Board of Education**  
**Fort Edward Union Free School District**  
**Negotiating Team**

Stanley W. Maziejka, Chief Negotiator  
Vincent Benware  
Edward Stimpson  
Timothy Smith  
William Cutler



Stanley W. Maziejka  
Superintendent  
Fort Edward Union Free School District

