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Owego-Apalachin Central School
District And Owego Apalachin
Teachers Assn

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AGREEMENT BETWEEN

THE

OWEGO APALACHIN CENTRAL SCHOOL DISTRICT

AND THE

**OWEGO APALACHIN TEACHERS' ASSOCIATION
NYSUT/AFT/AFL-CIO, LOCAL 2909**

1996-1997

1997-1998

1998-1999

1999-2000

2000-2001

NY'S PUBLIC EMPLOYMENT RELATIONS BOARD
12 N. G. ST. ALBANY, NY 12207

MAR 12 1998

CONCILIATION

209

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ARTICLE 1 RECOGNITION

- 1.1 The teacher bargaining unit is defined as all full-time classroom teachers and all part-time teachers including guidance counselors, special education teachers, speech therapists, reading teachers, school nurse teachers, school psychologists and teachers of art, music, physical education and library and the Civil Service position of occupational therapist.
 - 1.1.1 By virtue of the fact that the Owego Apalachin Teachers Association has submitted satisfactory evidence to the Owego Apalachin Central School District that the Association does represent the majority of the teachers in the above defined bargaining unit, the Association is recognized as the exclusive negotiating agent for all employees in said unit.
- 1.2 Unless otherwise indicated, employees in this unit will hereinafter be referred to as teachers.
- 1.3 Full-time teachers are teachers who hold a probationary or tenure appointment with the District or an occupational therapist who holds a probationary or permanent appointment according to Civil Service rules and regulations.
- 1.4 Part-time teachers are:
 - 1.4.1 Teachers who do not hold a probationary or tenure appointment and are employed at least half a day but less than a full day for at least a semester.
 - 1.4.2 Tenured teachers or Civil Service employees who hold a permanent appointment or tenured teachers whose assignment has been reduced from full-time and are employed at least half a day but less than a full day for at least a semester.
 - 1.4.3 Probationary teachers whose assignment has been reduced from full-time and are employed at least half a day but less than a full day for at least a semester. Probationary teachers working in a part-time assignment will not earn service credit towards tenure.
- 1.5 The benefits of part-time teachers shall be pro-rated.

ARTICLE 2 PRINCIPLES

- 2.1. This document constitutes the negotiated agreement between the Owego Apalachin Teachers Association and the Owego Apalachin Central School District regarding matters related to terms and conditions of employment. The Association and the Superintendent further agree that except as

specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the school district and the employees are vested solely in the Owego Apalachin Central School District.

- 2.2. If any provision of this agreement or any application of the agreement to any employee or group of employees covered thereby shall be found contrary to law, and such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, all other provisions or applications of this agreement will continue in full force and effect.
- 2.3. Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set and a meeting held not more than fifteen (15) days following such request. Request for negotiations shall be made prior to January 15 immediately preceding expiration of the contract.
- 2.4. There shall be a joint exchange of proposals or problems at a mutually agreed upon date.

ARTICLE 3 PAYROLL DEDUCTIONS

- 3.1. Any bargaining unit member shall be allowed to participate in one of the twelve (12) legal tax sheltered annuity plans, as provided for by the Internal Revenue Code, selected by the Association upon due and proper written notice from the employee. The district shall provide the necessary procedures for payroll withholding and transfer of the money withheld to the proper company.
- 3.2. The School District will provide for direct bank deposit of paychecks for teachers.
 - 3.2.1. The following banks or their successors in interest may be used for the direct deposit of paychecks:
 - Chase
 - Tioga State Bank
 - BSB Bank & Trust
 - Marine Midland
 - Visions Credit Union
 - 1st National Bank of Norwich
 - Chemung Canal Trust
 - M & T Bank
 - Key Bank
 - BCT Credit Union
 - 3.2.2. Banks may be added to the list provided there are at least five (5) depositors interested in direct deposit at that bank.

- 3.3. Initial enrollments and changes in deductions for tax sheltered annuities are limited to the following times:
- 3.3.1. First two (2) weeks in October
 - 3.3.2. First two (2) weeks in January
 - 3.3.3. First two (2) weeks in May
- 3.4. The School District will have an established voluntary payroll savings plan for its employees to purchase the minimum of a United States Bond every second payday, providing that a minimum of five percent of the professional staff participates in the plan.
- 3.5. Payroll deduction for the Broome County Teachers Federal Credit Union will be available to teachers. Those wishing to use this option will give a written notice of thirty (30) days to the district.
- 3.6. Procedures for the implementation of the voluntary tax-sheltered annuity plan, the bank direct deposit plan, the payroll savings plan, and the Broome County Teachers Federal Credit Union will be handled by the business office.
- 3.7. The School District agrees to deduct voluntary contributions in an amount specified by the President of the Association for VOTE/COPE from each of the members of the bargaining unit, who so authorize in writing. Such deductions shall cover the same period as dues deductions.
- 3.8. The School District agrees to deduct dues in an amount specified by the President of the Association for local, state, and national employee organizations from each of the members of the bargaining unit who so authorize in writing.
- 3.9. The District and the Owego Apalachin Teachers Association recognize that the negotiations and administration of collective agreements and related activities entail expenses which are appropriately shared by all employees covered by such agreements. It is further recognized that the Association by reason of its status as the "Exclusive representative" of all employees in the negotiating unit is obliged to fairly represent all such employees without regard to their membership in the Association. Additionally, the district recognizes, based on information provided by the Association, that the vast majority of the teacher bargaining unit are dues paying members of the Association. In consideration thereof, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association an agency fee in the amount equivalent to the unified dues of the Association and to transmit the sum so deducted to the Association.
- 3.9.1. The Association will provide the district with the current rate of membership dues no later than September 15.

- 3.10. Payroll deduction for the NYSUT Benefits Trust will be available to those members of the bargaining unit who authorize such deductions in writing.
- 3.11. Payroll deductions for a Flexible Spending Account selected by the District will be available to those members of the bargaining unit, who authorize such deductions in writing.
 - 3.11.1. Enrollment in the health and dental insurance portion of the plan is limited to the month of September or the first two weeks of December.
 - 3.11.1.1. New hires may initially join the health and dental portion of the plan within one month of employment.
 - 3.11.2. Enrollment in the Medical Care Reimbursement Account and the Dependent Care Reimbursement Account is limited to the first two (2) weeks of December.
 - 3.11.3. Bargaining unit members who take part in the Medical Care Reimbursement Account and the Dependent Care Reimbursement Account will pay the monthly administrative charge for the accounts.

ARTICLE 4 SCHOOL DUTY HOURS FOR TEACHERS

- 4.1. The regular duty hours for teachers will not exceed seven (7) hours twenty (20) minutes except on days when faculty meetings are held. A duty free lunch break of not less than thirty (30) minutes will be scheduled during the standard duty day.
- 4.2. Flexible scheduling of teaching staff may be utilized by the Building Principal to provide for supervision of students before and after the students' school day. Such flexible scheduling shall be limited to not more than forty-five (45) minutes at either end of the building's standard duty day for teachers.
 - 4.2.1. A teacher assigned to a flexible schedule will not be required to work more hours than that stipulated in the negotiated agreement.
 - 4.2.2. Volunteer teachers will be sought by the Building Principal when flexible scheduling is necessary. When there are no volunteers, the Building Principal may assign these positions as necessary.
- 4.3. The Superintendent of Schools and the Owego Apalachin Teachers Association recognize that professional responsibility may extend beyond the normal duty hours. The need to provide for student safety, to provide for remedial and advisory work with students, and to provide time for conferences with parents, administrators and supervisors are endorsed as professional responsibilities.

- 4.3.1. Every effort will be made to schedule assigned bus duty within the standard duty day. The Building Principal may extend the standard day when required by emergency situations (e.g. such as weather conditions).
- 4.4. Teachers shall reserve approximately two (2) hours time per month for faculty meetings. The principal, before setting the pattern for faculty meetings for the year, should discuss this matter openly with the school planning team.
- 4.5. Teachers may be required to attend three (3) evening assignments or meetings each school year, one of which may be related to the supervision of students.
- 4.6. Elementary Grade Level Chairpersons will be allowed at least two (2) days a year free from instructional duties. This time will be used at any time throughout the year according to need and with approval of the Principal.

ARTICLE 5 IN-SERVICE TRAINING

- 5.1. Teachers desiring to receive In-Service credit for In-Service Training must have prior approval of the program by the Superintendent of Schools or his/her designee.
- 5.2. Upon Completion of approved In-Service Training, teachers participating in the training shall file the appropriate form with the Superintendent of Schools or his/her designee.
- 5.3. Recognition of incentive payments by the Board of Education for teachers qualifying with In-Service credit shall be effective on October 1st and March 1st, following receipt of such notice by the Superintendent of Schools or his/her designee.
- 5.4. Units of credit are the equivalent of hours of approved educational preparation for salary purposes.
 - 5.4.1. Recognition of units of credit will be as follows:
 - 5.4.1.1. Each fifteen (15) clock hours equals one unit of credit.
 - 5.4.2. A total of twenty (20) units of In-Service Training credit may be claimed for salary purposes.
 - 5.4.3. Of the these twenty (20) units of credit, not more than six (6) credit units may be earned in a given semester.

- 5.4.4. At least 50% of the twenty (20) In-Service credit units claimed must be in the area for which employed by the district.
- 5.4.5. Teacher's applying for In-Service Training must have had at least 80% attendance in the approved In-service training program.
- 5.5. In-service training involving District paid stipends, salaries, charges or release from duty time, are not eligible for In-Service Training credit.

ARTICLE 6 SUMMER SERVICES

- 6.1. All personnel needs for all summer services shall be publicized in the Faculty Bulletin as early as possible and personnel who have applied for such positions shall be notified of the action taken regarding their applications as early as possible.
- 6.2. Positions for summer services in the Owego Apalachin Central School District will, to the extent possible, be filled first by the regularly appointed personnel in the Owego Apalachin Central School District.
- 6.3. The hourly rate of payment for summer services shall be as follows:

6.3.1.	1996-1997	\$30.00 per hour
6.3.2.	1997-1998	\$31.00 per hour
6.3.3.	1998-1999	\$32.00 per hour
6.3.4.	1999-2000	\$33.00 per hour
6.3.5.	2000-2001	\$34.00 per hour
- 6.4. The stipend for curriculum projects and attendance at workshops will be mutually agreed upon by the participating teacher or teachers and the Superintendent of Schools or his/her designee.
 - 6.4.1. The District and staff will follow and adhere to whatever prior compensation arrangements are agreed to by the district and the teacher or teachers related to compensation for curriculum projects or attendance at workshops.

ARTICLE 7 INSURANCE

7.1. HEALTH INSURANCE

- 7.1.1. The District shall make available to the members of this unit a Health Insurance plan with benefits at least equal to the Select Blue (Blue Cross, Blue Shield, Major Medical) in effect during the 1984-85 school year.

- 7.1.1.1. The co-pay for the prescription card plan for 1996-97 shall be as follows:
 - 7.1.1.1.1. Generic \$0.00
 - 7.1.1.1.2. Brand Name \$3.00
 - 7.1.1.1.3. Generic Mail Order (3 Month Supply) \$0.00
 - 7.1.1.1.4. Brand Mail Order (3 Month Supply) \$9.00

- 7.1.1.2. The co-pay for the prescription card plan for 1997-98 shall be as follows:
 - 7.1.1.2.1. Generic \$0.00
 - 7.1.1.2.2. Brand Name \$5.00
 - 7.1.1.2.3. Generic Mail Order (3 Month Supply) \$0.00
 - 7.1.1.2.4. Brand Mail Order (3 Month Supply) \$8.00

- 7.1.1.3. The co-pay for the prescription card plan for 1998-99 shall be as follows:
 - 7.1.1.3.1. Generic \$1.00
 - 7.1.1.3.2. Brand Name \$5.00
 - 7.1.1.3.3. Generic Mail Order (3 Month Supply) \$0.00
 - 7.1.1.3.4. Brand Mail Order (3 Month Supply) \$8.00

- 7.1.1.4. The co-pay for the prescription card plan for 1999-2000 shall be as follows:
 - 7.1.1.4.1. Generic \$2.00
 - 7.1.1.4.2. Brand Name \$5.00
 - 7.1.1.4.3. Generic Mail Order (3 Month Supply) \$0.00
 - 7.1.1.4.4. Brand Mail Order (3 Month Supply) \$5.00

7.1.1.5. The co-pay for the prescription card plan for 2000-01 shall be as follows:

7.1.1.5.1. Generic \$3.00

7.1.1.5.2. Brand Name \$5.00

7.1.1.5.3. Generic Mail Order \$0.00
(3 Month Supply)

7.1.1.5.4. Brand Mail Order \$4.00
(3 Month Supply)

7.1.2. The District will pay 100% of the premium for individual coverage and 80% of the premium for family coverage.

7.2. DENTAL INSURANCE

7.2.1. For the 1996-1997 school year, the District shall pay 100% of the premium cost for individual coverage and 50% of the premium cost for family coverage for the Guardian--Dental Guard III Plan.

7.2.2. For the 1997-1998 school year, the District shall pay 100% of the premium cost for individual coverage and 50% of the premium cost for family coverage for the Guardian--Dental Guard III Plan or contribute \$5850 per month for every month the Owego Apalachin Teachers' Benefit Fund is in operation for dental insurance during the 1997-1998 school year.

7.2.3 For the 1998-1999 school year, the Dental plan shall remain with the Owego Apalachin Teachers' Benefit Fund. The District shall contribute \$366 per bargaining unit member to the Benefit Fund.

7.2.4 For the 1999-2000 school year, the Dental plan shall remain with the Owego Apalachin Teachers' Benefit Fund. The District shall contribute \$382 per bargaining unit member to the Benefit Fund.

7.2.5 For the 2000-2001 school year, the Dental plan shall remain with the Owego Apalachin Teachers' Benefit Fund. The District shall contribute \$405 per bargaining unit member to the Benefit Fund.

7.2.6 District payments to the Fund shall be made according to the following schedule:

7.2.5.1 First Full Week of July 50% of Yearly Total.

7.2.5.2 First Full Week of October 25% of Yearly Total.

7.2.5.3 First Full Week of January 25% of Yearly Total.

7.2.7 Dental payroll deductions will be sent to the Owego Apalachin Teachers' Benefit Fund each pay day that deductions are made for dental coverage.

ARTICLE 8 SALARY

8.1. SALARY

8.1.1. Each full-time member of the bargaining unit returning for the 1996-97 school year shall receive a 3.35% increase on their total base salary.

8.1.2 Each full-time member of the bargaining unit returning for the 1997-98 school year shall receive a 3.35% increase on their total base salary.

8.1.3 Each full-time member of the bargaining unit returning for the 1998-99 school year shall receive a 3.40% increase on their total base salary.

8.1.4 Each full-time member of the bargaining unit returning for the 1999-2000 school year shall receive a 3.45% increase on their total base salary.

8.1.5 Each full-time member of the bargaining unit returning for the 2000-2001 school year shall receive a 3.75% increase on their total base salary.

8.1.5. Total base salary is defined as contract salary, exclusive of incentive credits and stipends provided for under the other portions of this agreement.

8.1.6. Entry level salary shall be as follows:

8.1.6.1. 1996-1997 \$30,500

8.1.6.2. 1997-1998 \$31,000

8.1.6.3. 1998-1999 \$31,500

8.1.6.4. 1999-2000 \$32,000

8.1.6.5. 2000-2001 \$32,500

8.2. INCENTIVE PAYMENT

- 8.2.1. As of July 1, 1994, all approved graduate credit shall be paid at the rate of \$34.00 per credit hour.
- 8.2.2. As of July 1, 1994, incentive payment for all graduate credit earned within the teacher's area of competence, with prior approval of the Superintendent or his/her designee, shall be made at the rate of \$34.00 per credit hour in blocks of ten (10) hours.
- 8.2.3. As of July 1, 1995, all approved graduate credit shall be paid at the rate of \$42.00 per credit hour.
- 8.2.4. As of July 1, 1995, incentive payment for all graduate credit earned within the teacher's area of competence, with prior approval of the Superintendent or his/her designee, shall be made at the rate of \$42.00 per credit hour in blocks of ten (10) hours.
- 8.2.5. As of July 1, 2000, incentive payment for all graduate credit earned within the teacher's area of competence, with prior approval of the Superintendent or his/her designee, shall be made at the rate of \$45.00 per credit hour in blocks of ten (10) hours.
- 8.2.6. Teachers will receive payment according to the above schedule for up to ninety (90) hours beyond the Bachelors degree. (See 8.2.7.)
- 8.2.7. Teachers will be eligible to receive incentive pay after the attainment of all graduate credits necessary to meet the requirements for permanent certification. Official notification from either the State Education Department or their representatives at BOCES must be provided to the district to certify that all graduate requirements have been met with the exception of the service time requirements.
- 8.2.8. Teachers who take undergraduate courses, at the request of the Superintendent of Schools or his/her designee, will earn credit consistent with Section 8.2.2., 8.2.4 or 8.2.5. of this Article. This provision in no way obligates the District to provide credit to any employee who takes an undergraduate course on his/her own initiative.

8.3. EXTRA DUTY ASSIGNMENT

- 8.3.1. During the life of this contract, teacher's salary for extra duty assignments shall be in accordance with the extra duty pay schedule attached hereto and made a part of Appendices identified as A-1; A-2; A-3.

8.4. DIFFERENTIALS

- 8.4.1. Teachers initially employed prior to June 30, 1975 and who continue to be employed during the life of this contract and who received special differentials shall continue to do so during the term of this agreement.
- 8.4.2. Duly certified teachers with Master's Degree will receive \$400 in addition to their regular basic salary. Fifty (50) percent of this graduate work shall be in the area for which employed at the time of receiving the Master's Degree.

8.5. HOME BOUND INSTRUCTION

- 8.5.1. The rate of compensation for Home Bound Instruction shall be as follows:
 - 8.5.1.1. 1996-97 \$28.00 per hour
 - 8.5.1.2. 1997-98 \$29.00 per hour
 - 8.5.1.3. 1998-99 \$30.00 per hour
 - 8.5.1.4. 1999-2000 \$31.00 per hour
 - 8.5.1.5. 2000-01 \$32.00 per hour

ARTICLE 9 MILEAGE REIMBURSEMENT

- 9.1. Authorized use of personal vehicle shall be reimbursed at the Internal Revenue Service guideline in cents per mile for the duration of this contract.

ARTICLE 10 ASSOCIATION RIGHTS

- 10.1. Time shall be provided prior to or following each faculty meeting for the building representative to report or to transact the business of the Association.
- 10.2. The Association may provide a bulletin board for its use in the faculty room in each building.
- 10.3. Seven (7) copies of board minutes of public meetings will be provided to the President of the Association.
- 10.4. One (1) elected delegate to the New York Teachers Retirement System shall be granted up to three (3) days leave per school year without loss of pay or personal business days in order to fulfill their responsibilities as representative of the District.
- 10.5. The Association shall be allowed fourteen (14) days in which to conduct Association business. The Association shall reimburse the District for the cost of substitutes during such leave. The Association days may be taken in half-day (1/2) increments.
- 10.6. The Association shall be allowed the use of the internal mail system and courier service for the distribution of Association material to members of the bargaining unit.

ARTICLE 11 TRANSFERS AND REASSIGNMENTS

- 11.1. Teachers who desire to transfer to another grade, subject, assignment, or to another building, will file a written request of such desire with the Building Principal. Such request will include the name of the building, grade and subject to which the teacher desires to be transferred. The Building Principal or appropriate director will inform requesting teachers of the action taken by administration. Such 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. Teachers requesting transfers will be promptly notified when a decision is reached.
- 11.2. Transfers or reassignments shall be made only after a meeting between the teacher involved and the administrator concerned. Upon request, a meeting will be held with the Superintendent of Schools or his/her designee. The reasons for transfer or reassignment will be given such teacher at this meeting. Affected teachers will be notified at the earliest opportunity of the District's decision to transfer or reassign them.
- 11.3. Teachers being transferred shall be notified of the positions available in their tenure area. Such teachers may request in order of preference the positions to which they desire to be transferred. Their preference will be one of the factors considered in making the transfer. However, the needs of the District will have priority.

ARTICLE 12 PERSONNEL FILES

- 12.1. The District will maintain a personnel file for each teacher. This file will be located in the District's central offices and will be maintained in the following manner.
 - 12.1.1. Each personnel file shall contain a restricted and an unrestricted section. The restricted section shall contain materials obtained during the recruiting process and shall include but shall not be limited to, references, transcripts, and any material received from colleges or previous employers. The unrestricted section shall contain all other material relating to the teacher's employment with the District. The material in the restricted section will not be made available to the teacher.
 - 12.1.2. Each teacher's personnel file will be available for his/her perusal by appointment. It will be the teacher's prerogative to have a representative present during the viewing of this file. The review shall be conducted in the presence of an appropriate District official or his/her designee after the restricted section has been removed.
 - 12.1.3. Teachers shall have the right to copy the contents of their unrestricted file. Any expense for copies shall be a charge against the teacher.

- 12.1.4. A teacher shall have the right to answer, in writing, any complaint or derogatory material in his/her file. The written response shall be reviewed by the Superintendent or his/her designee and attached to the complaint.
- 12.1.5. A teacher may sign anything in the unrestricted file.
- 12.1.6. All documents that are evaluative or disciplinary in nature and are placed in the teacher's personnel file, will be copied to the teacher at the time the document is sent to the Personnel Office.

ARTICLE 13 TUITION WAIVERS

- 13.1. A tuition waiver committee shall be established to review available waiver certificates, consider staff requests for use of such waiver certificates, and to make recommendations to the Superintendent of Schools for the award of such certificates. Recommendations shall be based on the facts of financial need, certification status and subject area. The committee shall be composed of the President of Association or his/her designee, the Superintendent of Schools or his/her designee, and one of the teachers contributing a waiver.

ARTICLE 14 EVALUATION

14.1. NON-TENURED TEACHER EVALUATION

- 14.1.1. Probationary teachers will be given at least three (3) formal observations per year. Probationary teachers may be given informal observations.
- 14.1.2. Each formal observation will include a pre-conference, an observation and a post-conference. At the post-conference, the teacher will acknowledge the opportunity to review the observation form by signing the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The teacher also has the option to submit a written response to the observation form which shall be placed in the official personnel file.
- 14.1.3. Formal classroom observations should be conducted at reasonably spaced intervals to provide an opportunity for improvement from the previous observation.

- 14.1.4. Each informal classroom observation of at least thirty (30) minutes will include an observation and a post-conference. At the post-conference, the teacher will acknowledge the opportunity to review the observation form by signing the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The teacher also has the option to submit a written response to the observation form which shall be placed in the official personnel file.
- 14.1.5. All formal and informal observations to be included in the annual summary evaluation are to be completed by April 1st of each year. Observations conducted between April 1st and June 30th may be used to prepare an addendum report which may be attached to the annual summary evaluation.

14.2. TENURED TEACHER EVALUATION

- 14.2.1. Tenured teachers shall be evaluated after consultation and approval of the building administrator by one (1) of the following three (3) options:
 - 14.2.1.1. Formal/Informal Observation Option - At least one (1) formal observation consisting of a pre-conference, an observation and a post-conference or one (1) informal observation consisting of an observation and a post-conference should take place for those tenured teachers evaluated by this procedure.
 - 14.2.1.2. Self Directed Option - Teacher will submit to the building administrator by September 30th a written plan for self improvement activities that will be undertaken during the school year. The building administrator will make an approval decision for the plan by October 31st. By March 1st, the teacher will submit to the building principal a preliminary log of the activities that have taken place related to the self improvement plan. By June 1st a year end assessment form will be filled out by the teacher and reviewed by the building administrator. Copies of the plan, the preliminary log and the year end assessment form will be placed in the teacher's personnel file.

14.2.1.3 Peer Partnering Option - Two (2) or more teachers may agree to be peer partners for the year. A peer partnering form must be submitted to the building administrator by September 30th. The building administrator shall make a decision related to approving the peer partnering form by October 31st. Four (4) peer visitations must take place by May 1st. A fifth visitation must take place by June 1st and a final report of peer visitations must be submitted to the building administrator by June 1st. The final report shall be placed in the teacher's personnel file. The contents of the final report shall not include an evaluation of the teacher's performance.

14.2.2 All formal and informal observations to be included in the annual summary evaluation are to be completed by May 1st of each year. Observations conducted between May 1st and June 30th may be used to prepare an addendum report which may be attached to the annual summary evaluation.

14.3 ANNUAL SUMMARY EVALUATION

14.3.1 Each non-tenured teacher will be given an annual summary evaluation during the first week of May of each school year.

14.3.2 Each tenured teacher will be given an annual summary evaluation during the first week of June of each school year.

14.4 DEFINITIONS

14.4.1 Observation means a written analysis of the activities of a particular person within the scope of that person's professional duties. Usually an observation will focus upon a particular activity, such as a classroom presentation or other particular responsibility.

14.4.2 Evaluation is the written appraisal of the activities of a professional educator covering a period such as a school year. Usually an evaluation will be a summary of the various observations (as defined above) and any other matters which may be appropriate in the opinion of the observer. This written appraisal may include goals and objectives for the future and may include directions for improvement in the performance of the professional educator.

- 14.4.3 Observer shall mean an individual, designated by the superintendent, who is responsible for the observation or evaluation of the professional educator. Such designation shall be made by the superintendent or his designee either orally or in writing.
- 14.4.4 Formal observation means an observation process which consists of a pre-conference, an observation, and a post-conference.
- 14.4.5 Informal observation means an observation process which consists of an observation and a post-conference.

ARTICLE 15 LEAVES

15.1. SABBATICAL LEAVE

- 15.1.1. A sabbatical leave may be granted to permanently certified teachers for a period not to exceed one academic semester (September - January or January - June). Such leave may be authorized for a planned full time graduate program at an accredited institution of higher learning recognized by the State of New York. A teacher granted such leave must register for a minimum of twelve (12) resident graduate hours per semester or be assigned to a full-time internship in the area of administration supervision, guidance or psychology. All course and internships must be approved by the Superintendent of Schools or his/her designee.
- 15.1.2. Verification of registration and a copy of the program of studies or request for an internship must be presented to the Superintendent of Schools or his/her designee prior to the beginning of the sabbatical leave. Satisfactory completion of the program of studies or internship must be documented by official transcript filed with the Superintendent or his/her designee upon return to duty. A grade of 'C' or better or its equivalent will be required for a course to be considered satisfactorily completed. For each hour of graduate credit not completed with at least a 'C' or its equivalent grade, the teacher will repay to the Owego Apalachin Central School District 1/12 of the gross amount as defined in Section 15.1.7.1. of this Article.

- 15.1.2.1. A teacher who receives a grade of less than 'C' in any course will not be required to repay the amount owed the Owego Apalachin Central School District if the credits are equal to the number of unsatisfactory credits earned within a thirteen (13) month period from the ending date of the sabbatical leave.
- 15.1.2.2. A person desiring placement in the Owego Apalachin Central School District as an intern should submit a letter of application and appropriate credentials to the Superintendent of Schools by February 1st preceding the school year for which the leave is to be effective.
 - 15.1.2.2.1. The applicant should contact the college or university administrator who is directing the graduate study and request that the Superintendent be apprised of all requirements and procedures relative to the internship program.
 - 15.1.2.2.2. Upon recommendation by the Superintendent and approval by the Board of Education an agreement between the district and the intern will be executed.
 - 15.1.2.2.3. The Superintendent will approve the design of the intern experience, decide placement and designate the administrator responsible for supervising the intern.
 - 15.1.2.2.4. Periodic conferences will be scheduled between the intern and appropriate administrators for the purpose of assessing the effectiveness of the intern experience.
 - Appropriate college or university personnel should participate in the evaluation process.

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- 15.1.2.2. A person desiring placement in the Owego Apalachin Central School District as an intern should submit a letter of application and appropriate credentials to the Superintendent of Schools by February 1st preceding the school year for which the leave is to be effective.
 - 15.1.2.2.1. The applicant should contact the college or university administrator who is directing the graduate study and request that the Superintendent be apprised of all requirements and procedures relative to the internship program.
 - 15.1.2.2.2. Upon recommendation by the Superintendent and approval by the Board of Education an agreement between the district and the intern will be executed.
 - 15.1.2.2.3. The Superintendent will approve the design of the intern experience, decide placement and designate the administrator responsible for supervising the intern.
 - 15.1.2.2.4. Periodic conferences will be scheduled between the intern and appropriate administrators for the purpose of assessing the effectiveness of the intern experience.
 - Appropriate college or university personnel should participate in the evaluation process.

- 15.1.3. Permanently certified teachers with seven (7) through thirteen (13) years of district service will receive one-half of their salary and benefits (15.1.7.1.) for the period for which such sabbatical leave is granted.
- 15.1.4. Permanently certified teachers with fourteen (14) or more years of district service will receive their full salary and benefits (15.1.7.1.) for the period for which such sabbatical leave is granted.
- 15.1.5. A permanently certified teacher may receive a maximum of two (2) sabbatical leaves during his/her career. The second sabbatical leave may be granted provided there is a minimum period of seven (7) years between the first and second sabbatical leave.
- 15.1.6. Such leave(s) will be effective upon the recommendation of the Superintendent of Schools and approval by the Board of Education for not more than one teacher per semester.
 - 15.1.6.1. In the event that more than one percent (1%) of the total teaching staff applies for the same period, the Superintendent of Schools will consider district needs and seniority in making a recommendation to the Board of Education.
 - 15.1.6.2. One percent (1%) is interpreted to mean that when the number of teachers represented within the defined bargaining unit numbers 200 or more, two (2) teachers will be eligible for sabbatical leave per semester. When this number falls to 199 or less, one (1) teacher will be eligible for sabbatical leave per semester. When multiple applications for sabbatical leave include requests for planned graduate work and internship programs, at least one (1) of the leaves granted for the year being considered shall be for planned graduate work.
- 15.1.7. Request for a sabbatical leave must be made by February 1 preceding the school year for which such leave is to be effective. A written decision will be given to each teacher requesting a sabbatical leave no later than fifty (50) days following the February 1st submission date.
- 15.1.8. It will be mutually agreed in writing that teachers granted a sabbatical leave will return to this District for two (2) years of service following such sabbatical leave. Each year of the foregoing two (2) years will be considered a fifty percentum (50%) cancellation of the gross amount advanced the teacher during the sabbatical leave.

15.1.8.1. Gross amount referred to above shall mean salary and the District's contribution to the New York State Teachers Retirement System, F.I.C.A. and all insurance payments made on behalf of the member of the bargaining unit.

15.1.9. Teachers granted a sabbatical leave may not accept employment in another school system during the period of sabbatical leave.

15.1.10. All terms and conditions set forth in this article concerning the application for and receipt of a sabbatical shall apply to both the first and second sabbaticals.

15.2. EXTENDED LEAVE

15.2.1. Extended leaves are for reasons of health, study, professional internship, maternity, or the assumption of family responsibilities. Other examples include but are not limited to paternity and personal responsibilities. All requests for extended leave will be submitted to the Superintendent of Schools in writing for review and recommendation. The Superintendent will present his/her recommendation to the Board of Education for final consideration. The following stipulations shall govern all extended leaves:

15.2.1.1. The period of such leave shall not exceed one year unless mutually agreeable.

15.2.1.2. Salary and fringe benefits will be discontinued during the period for which the leave may be granted.

15.2.1.3. The Superintendent of Schools must be notified in writing by the teacher ninety (90) days in advance of the expiration of the leave regarding the teacher's intent to return to the Owego Apalachin Central School District. The Superintendent may modify such notification in emergency situations.

15.2.1.4. When a teacher returns from an extended leave of absence, the teacher will be paid at the same base rate as a teacher who has the same number of years continuous active service. Continuous active service is defined as consecutive years served within the district by the teacher for which the teacher has received full pay.

15.2.1.4.1. A full year's credit will be given for computing salaries to teachers whose leave is for a period less than ninety (90) work days. No credit for salary purposes will be given to teachers for leaves which are ninety (90) or more work days.

15.2.1.5. Upon return to duty, the teacher will be assigned to the tenure area for which employed in accordance with the needs of the District.

15.2.1.6. While on leave, the teacher shall have the option to remain an active participant in the benefit programs of the District, by contributing the full cost of the premiums.

15.2.1.7. The beginning and ending dates will be determined mutually by the teacher and the Superintendent of Schools or his/her designee.

15.3. JURY DUTY

15.3.1. Teacher(s) serving on jury duty will be paid the difference between the fees received as a juror and the regular teaching salary which they would have received during such period served as a juror. Such absence will not be deductible from leave provided for sickness or personal business. In the event that the teacher(s) can reasonably return to work for one-half a school day they will do so.

15.4. PERSONAL BUSINESS LEAVE

15.4.1. Personal business leave is provided for the conduct of personal affairs that cannot be transacted outside duty hours prescribed for teachers. Up to three (3) days of personal leave may be granted without loss of salary. Personal business days are non-accumulative.

15.4.2. Some examples of legitimate requests for personal business leave include:

15.4.2.1. Attendance at a non-family funeral

15.4.2.2. College interview, admittance or graduation of a son or daughter

15.4.2.3. College graduation of a spouse

15.4.2.4. Observation of religious holidays (See 15.11.1.)

- 15.4.2.5. Legal transactions; Family Medical, Psychiatric, Counselling; Court
 - 15.4.2.6 Taking or picking up a son or daughter who is attending college
 - 15.4.2.7 Moving yourself or an immediate family member (See 15.6.2)
 - 15.4.2.8 Attending a wedding out of town
 - 15.4.2.9 Taking a family member to or picking up a family member at an airport, train station or bus stop.
 - 15.4.2.10 Special family events or occasions (e.g. concert performances by a family member, sporting events involving family members, etc.)
 - 15.4.2.11 One personal business day may be used as no reason given provided it is used to conduct personal affairs that cannot be transacted outside duty hours prescribed for teachers, is not one of the reasons listed in 15.4.3 and is not the day before or after a school recess.
 - 15.4.2.1.1 If personal business leave is not used the day before or the day after a school recess, no further explanation is necessary (Section I of Personal Business Form). See Appendix B.
- 15.4.3. Paid personal business leave is not approved for:
- 15.4.3.1 Attendance at meetings or conferences for public or private organizations or agencies.
 - 15.4.3.2 Extending family or personal vacations unless approved by the Superintendent of Schools or his/her designee.
 - 15.4.3.3 Extending a holiday or school vacation unless authorized by the Superintendent or his/her designee.
 - 15.4.3.4 Personal gain
 - 15.4.3.5 Recreation (e.g. hunting, fishing, shopping)

15.4.4 Conditions regulating all personal leave:

15.4.4.1 A request for a personal business day the day before or the day after a school recess requires a written reason (Section II of Personal Business Form) and approval of the Superintendent of Schools or his/her designee. See Appendix B.

15.4.4.2. Teachers must provide the Principal with at least two (2) days notice, barring an emergency.

15.4.4.3. Personal leave is limited to no more than three (3) teachers or to ten percent (10%) of a building staff, whichever is less (Superintendent of Schools or his/her designee may waive this number).

15.5. SHORT TERM LEAVE

15.5.1. One (1) day without pay may be granted by the building principal.

15.5.2. Teachers must provide the building principal with at least two (2) days notice, barring an emergency.

15.5.3. The Superintendent of Schools may grant up to ten (10) days without pay.

15.6. FAMILY EMERGENCY LEAVE

15.6.1. Full time teachers shall be allowed seven (7) days absence in any one year for illness or death in the immediate family without loss of pay. Leave for this purpose is non-accumulative.

15.6.2. Immediate family is defined as mother, father, sister, brother, wife, husband, son, daughter, mother-in-law, father-in-law, and teacher's grandparents, or relative living with and dependent upon the teacher. (See 15.11.1.)

15.7. SICK LEAVE

15.7.1. All members of the bargaining unit shall be eligible for sick leave periods of absences when the teacher is unable to perform assigned duties as a result of personal illness or physical disability, without loss of pay. Sick leave usage shall be subject to all of the following:

15.7.1.1. September 1st of each school year, 10 days will be credited to the accumulated balance of each teacher's unused sick leave, provided that the cumulative total shall not exceed 200 days.

- 15.7.1.2. All sick leave is subject to approval by the Superintendent of Schools. The Superintendent or his/her designee may require satisfactory proof of illness or physical disability, including a physical examination, at any time and may require a conference with each teacher returning from sick leave before the resumption of regularly assigned duties.
- 15.7.1.3. After five (5) working days of continuous absence due to illness, the teacher must submit a certification of illness to the immediate supervisor prior to returning to duty.
- 15.7.1.4. Sick leave may not be used for absences if the personal illness or physical disability was incurred while the teacher was engaged in remunerative employment with any employer other than the District.
- 15.7.1.5. Salary authorized for payment in accordance with this Article 15.6., shall be paid to the teacher in the same manner and at the same time said employee would have received salary payment if actually engaged in the performance of assigned duties.
- 15.7.1.6. Each full time tenured teacher who was employed by the District prior to September 1, 1977, will be credited with 200 days of sick leave on September 1, 1977.
- 15.7.1.7. Each full time probationary teacher who was employed by the District prior to September 1, 1977, will be credited with ten (10) days of sick leave for each year so employed minus actual number of sick leave days used on September 1, 1977.
- 15.7.1.7.1. Each such teacher shall be credited with 200 days of sick leave upon the attainment of tenure.
- 15.7.1.8. Each full time teacher employed subsequent to September 1, 1977 will be credited with ten (10) days of sick leave for each year so employed. Effective July 1, 1980 and thereafter, upon completion of the third year of employment, said teacher shall have credited to his/her account, three times the number of unused sick days.

(Example: Unused days - June 30; 25 x 3 = 75; credit 75 + 10 days - 9/1 = 85.
Unused days June 30; 30 x 3 = 90;
credit 90 + 10 - 9/1 = 100). Extended
leave time (without pay) will not be
counted as part of the three years.

15.8. WORKERS COMPENSATION

- 15.8.1. Any member of the bargaining unit who suffers personal injury by an accident or assault which occurs in the course of performing his/her duties shall be covered by Worker's Compensation. Absence required by such injury will be charged to the employee's accumulated sick leave.
- 15.8.2. While on sick leave due to an injury by an accident or assault, the employee shall receive his/her full salary and all other benefits of the negotiated agreement.
- 15.8.3. In addition to the above, the employee shall receive extra duty stipend(s) for all previously approved annual appointments for the year in which said accident or assault occurs only.
- 15.8.4. Upon receipt by the School District of the Workers' Compensation payments and award, the School District will credit the employee's sick leave account in the amount proportional to the receipt, not to exceed the actual number of days of absence due to the covered injury. Any and all balance from the award will immediately be forwarded to the employee.

15.9. SICK LEAVE BANK

- 15.9.1. There shall be a sick leave bank.
- 15.9.2. Participation in the sick leave bank shall be limited to:
 - 15.9.2.1. Bargaining unit members who are current "depositors" and who have exhausted their accumulated sick leave..
 - 15.9.2.2. Any and all restrictions listed under section 15.7.
- 15.9.3. At no time shall the maximum usage of days in the sick leave bank exceed 220 per year.
- 15.9.4. Unit members will not be asked to voluntarily contribute additional days to the sick leave bank, and thus maintain their participation, except when the level of days in the sick leave bank reaches twenty five (25) or fewer days.
- 15.9.5. Teachers who contribute to the Sick Leave Bank and who have reached the maximum accumulations of two hundred (200) days will have his/her maximum accumulation reduced by the day(s) contributed for the year in which the contribution is made.

(Example: 200 days maximum minus 1 day contribution to Sick Leave Bank leaves the teacher with 199 days maximum sick leave accumulation.)

- 15.9.5.1. All other teachers will have the day(s) contributed subtracted from whatever total accumulation of sick leave they have earned.
- 15.9.6. There shall be a Sick Leave Bank Committee consisting of three (3) members appointed by the President of the Association and one (1) member appointed by the Superintendent of Schools.
- 15.9.7. The Association will provide the district with signed authorization cards permitting the district to transfer sick leave from the individual's accumulation to the sick leave bank.
- 15.9.8. The Sick Leave Bank Committee shall promulgate any additional rules and regulations as necessary for the successful operation of the sick leave bank and shall make said rules and regulations available in writing to all bargaining unit members and those members of the administrative staff designated by the Superintendent of Schools.
- 15.9.8.1. All rules and regulations promulgated by the committee must have the approval of both the President of the Owego Apalachin Teachers Association and the Superintendent of Schools.
- 15.9.9. For the purpose of computing sick leave accumulation after the third year of employment, for any teacher employed after September 1, 1977, days contributed to the Sick Leave Bank will be deducted from their total after the tripling of their days, as per Article 15.7.1.8.

Example A:

30 days - 0 used sick days = 30 days * 3 = 90 days

90 days - 1 day donated to the bank in the three (3) years = 89 days total after three (3) years of employment

Example B:

30 days - 10 used sick days = 20 days * 3 = 60 days

60 days - 2 days donated to the bank in the three (3) years = 58 days total after the three (3) years of employment

15.10. VOLUNTARY TRANSFER LEAVE

15.10.1. Voluntary Transfer Leave is meant to allow an employee with dual certification an opportunity to teach in another tenure area in which he/she is certified within the District. All requests for Voluntary Transfer Leave will be submitted to the Superintendent of Schools in writing for review and recommendation. The Superintendent will present his/her recommendation to the Board of Education for final consideration. The following stipulations shall govern all Voluntary Transfer Leaves:

- 15.10.1.1. The period of such leave shall not exceed one year unless mutually agreeable.
- 15.10.1.2. Salary and fringe benefits will be continued during the period for which the leave may be granted.
- 15.10.1.3. The employee shall not continue to accrue seniority in his/her vacated position during the period for which the leave may be granted.
- 15.10.1.4. Upon return to his/her original tenure area, the teacher will be assigned to the tenure area for which employed in accordance with the needs of the District.

15.11. DISCRETIONARY LEAVE

15.11.1. If the strict application of these provisions causes undo hardship, the Superintendent of Schools or his/her designee, may grant days for bereavement, family emergency or personal business to be used with these or other leave provisions.

15.12. EXTRA DUTY LEAVE

15.12.1. Extra Duty Leave is meant to allow an employee holding an extra duty position to temporarily vacate such position. All requests for extra duty leave will be submitted to the Superintendent of Schools in writing for review and recommendation. The Superintendent will present his/her recommendation to the Board of Education for final consideration. The following stipulations shall govern all extra duty leave time:

- 15.12.1.1. Reasons for extra duty leave are health, study, professional internship, maternity, the assumption of family responsibilities or in conjunction within other approved leaves.

- 15.12.1.2. The period of such leave shall not exceed one (1) year unless mutually agreeable.
- 15.12.1.3. Salary and fringe benefits for the extra duty position will be discontinued during the period for which the leave may be granted.
- 15.12.1.4. Longevity credit, as applied in Appendices A-1 and A-2, shall be continued for years served. Only experience acquired since the beginning of the 1982-83 school year shall be applied in determining longevity.

ARTICLE 16 GRIEVANCE PROCEDURE

16.1. DECLARATION OF PURPOSE

- 16.1.1. It is the belief of the District and the Association that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance.

16.2. DEFINITIONS

- 16.2.1. A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- 16.2.2. A teacher is any person in the unit covered by this agreement.
- 16.2.3. An aggrieved party is the teacher or a group of teachers who submit a grievance. Each teacher involved in a grievance as an aggrieved party must sign the grievance form provided by the District.
- 16.2.4. An Association representative is an elected or appointed member of the union.
- 16.2.5. A school day is a day of teacher attendance during the regular academic school year.

16.3. SUBMISSION OF GRIEVANCES

- 16.3.1. When a potential grievance is particular to a building, an informal discussion between the building principal and the aggrieved party or an Association representative shall take place in an attempt to resolve the issue.

- 16.3.2. A grievance shall be deemed waived unless it is submitted in writing within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions on which the grievance is based.
- 16.3.3. Each grievance shall be submitted in writing (See Section 16.3.4 or Section 16.3.5) on a form provided by the District. The form shall identify the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- 16.3.4. For the informal grievance procedure (See Section 16.4.1.), the aggrieved party or the Association shall have the right to submit the grievance. The informal written form shall be submitted to the Superintendent of Schools or his/her designee.
- 16.3.5. For the formal grievance procedure (See Section 16.4.2.), the aggrieved party shall submit the formal written grievance form to the Superintendent of Schools or his/her designee.

16.4. GRIEVANCE PROCEDURE

16.4.1. Informal Procedure

- 16.4.1.1. Within ten (10) school days after submission of the written grievance, the Superintendent of Schools or his/her designee shall meet with the aggrieved party or the Association representative to discuss the grievance.
- 16.4.1.2. The Superintendent of Schools or his/her designee shall provide a written response to the aggrieved party or the Association representative within seven (7) school days after the meeting.
- 16.4.1.3. Before section 16.4.1.4. of the informal grievance procedure can be used, an aggrieved party, not the Association, must come forward and request in writing that the grievance move to section 16.4.1.4.

- 16.4.1.4. If the aggrieved party is not satisfied with the response of the Superintendent of Schools or his/her designee or if no response is received within the specified time limit after the meeting was held, the aggrieved party may request in writing within ten (10) school days thereafter that the Superintendent of Schools establish a SAC (Superintendent's Advisory Council) to study the grievance. The Superintendent of Schools or his/her designee shall meet with the President of the Teachers Association or his/her designee within five (5) school days to determine if a SAC should be established to study the grievance.
- 16.4.1.5. If a SAC is established, the Superintendent of Schools and the President of the Association will meet and determine at the same meeting, the make up of the council. There will be an equal number of teachers and administrators on the council.
- 16.4.1.6. In the event that a SAC is not established, the aggrieved party shall have ten (10) school days to request in writing that the grievance be moved to step 16.4.2.2. of the formal grievance procedure.
- 16.4.1.7. If a SAC is established, the council shall make a written recommendation to the Superintendent of Schools within twenty (20) school days of the formation of the council. The Superintendent of Schools or his/her designee shall inform the aggrieved party within ten (10) school days of receiving the council response of the action he will take related to the recommendation. If the aggrieved party is not satisfied with the response, he/she (they) may request in writing within ten (10) school days that the grievance be moved to step 16.4.2.2. of the formal grievance procedure.

16.4.2. Formal Procedure

16.4.2.1. Within ten (10) school days after submission of the written grievance, the Building Principal shall meet with the aggrieved party and discuss the grievance. The Building Principal shall provide a written response to the aggrieved party within seven (7) school days after the meeting. If the aggrieved party is not satisfied with the response of the Building Principal or if no response is received within the specified time limit after the meeting, such aggrieved party may appeal in writing to the Superintendent of Schools within ten (10) school days thereafter.

16.4.2.2. Within fifteen (15) school days after submission of the written appeal to the Superintendent of Schools, the Superintendent of Schools or his/her designee(s) and the aggrieved party and his/her representative(s) shall meet and discuss the grievance. Within fourteen (14) school days after the meeting, the Superintendent of Schools or his/her designee shall deliver to the aggrieved party a formal response of his/her position with respect to the grievance.

16.5. ARBITRATION

16.5.1. In the event the Association is not satisfied with the formal response (16.4.2.2) to a grievance, it may within fifteen (15) school days after receiving that statement, refer the grievance to binding arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent.

16.5.2. Upon receipt of the names of the proposed arbitrators, a designee or the Superintendent and the Association shall strike names from the list until one ultimately is designated as the Arbitrator.

- 16.5.3. The Arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issues submitted. The Arbitrator will be without power of authority to make any decisions which require the commission of an action prohibited by law or which is in violation of the terms of this agreement. The Arbitrator shall have no power to alter, add to or detract from the provisions of this agreement.
- 16.5.4. The decision of the Arbitrator shall be binding on the parties.
- 16.5.5. The cost for the service of the Arbitrator will be borne equally by the District and the Association.

ARTICLE 17 VACANCIES AND NEW POSITIONS

- 17.1. During the year whenever a full time teaching, extra duty or administrative vacancy occurs or a new position is created, the District will post notification of such ten (10) days in advance whenever possible in every school building. During the months of July and August a copy of the notice(s) will also be mailed to the President of the Association.
 - 17.1.1. Upon notification of the president or his/her designee, the ten (10) day posting will be waived.
 - 17.1.2. Any extra duty assignment listed under Appendix A-2 or Appendix A-3 which was filled the previous year by either a unit or non-unit member will not necessarily be advertised the following year.

ARTICLE 18 REDUCTION IN FORCE

- 18.1. The District will provide up to twenty (20) copies of a resume, upon request of an employee whose position has been abolished, provided the teacher presents information for the form as required. The District will assume responsibility for typing and copying of the resume on existing district equipment.
- 18.2. Any teacher whose position has been abolished shall be placed on the active substitute list, upon request. People affected by reduction in force will be given first opportunity to long term substitute positions which may occur in their area of certification.

ARTICLE 19 SHARED DECISION MAKING

- 19.1. Both parties recognize the Commissioner's regulations on Shared Decision Making and will continue to implement them.
- 19.2. All decisions of a Shared Decision Making Committee shall expire at the end of the academic year, subject to renewal by the Shared Decision Making Committee.

ARTICLE 20 CAREER ALLOWANCE

- 20.1. Any teacher participating in the career allowance article of the contract will not be eligible to receive career increments.
- 20.2. Any teacher electing to receive career increments will not be eligible to receive career allowance money.
- 20.3. Teachers who have been a member of the Owego Apalachin Central School District staff for a minimum of ten (10) years and do not elect to receive a career increments are eligible for a career allowance. Those teachers who notify the Board of Education of their intent to retire one (1), two (2), or three (3) years prior to their actual retirement will receive a career allowance added to the teacher's salary for each year between notification and retirement. The career allowance will be:
 - 20.3.1. Year One (1) \$2000
 - 20.3.2. Year Two (2) \$1000
 - 20.3.3. Year Three (3) \$1000
- 20.2. The career allowance earned each year, will become a part of the teacher's base salary.
- 20.3. According to the New York State Teachers Retirement System, money paid as a career allowance is not eligible to be included in the calculations for the final three (3) year average salary.

ARTICLE 21 CAREER INCREMENTS

- 21.1. Any teacher participating in the career increments article of the contract will not be eligible to receive a career allowance.
- 21.2. Any teacher electing to receive the career allowance will not be eligible to receive career increment money.

- 21.3. Teachers who have been employed by the district for at least thirty (30) years of full-time service are eligible to receive the following career increments:
 - 21.3.1. After thirty (30) years of service \$1,000
 - 21.3.2. After thirty-one (31) years of service \$1,125
 - 21.3.3. After thirty-two (32) years of service \$ 875
- 21.4. The career increments will become a part of the teacher's base salary.
- 21.5. Any teacher eligible for career increments may elect to receive a career allowance instead of the career increments.
 - 21.5.1. The teacher must notify the district in writing of their intention to receive the career allowance instead of the career increments.
 - 21.5.2. The teacher would then forfeit their right to receive career increments.

ARTICLE 22 ALTERNATIVE DISCIPLINE PROCEDURE FOR TENURED TEACHERS

- 22.1. In the event a tenured teacher is served with charges brought pursuant to Section 3020-a of the New York State Education Law, the teacher shall have the option to either proceed to a hearing as provided in Section 3020-a or to utilize the grievance and arbitration procedure set forth in this article.
- 22.2. If the majority of the Board of Education finds grounds for bringing charges against a tenured teacher as provided by Section 3020-a of Education Law, then a written statement of the charges and an outline of the employee's rights shall be forwarded to the teacher by the District Clerk.
- 22.3. The teacher must notify the District Clerk in writing within ten (10) days of receipt of the charges whether he/she desires a hearing on the charges in accordance with Section 3020-a or elects to proceed to grievance arbitration under this article.
 - 22.3.1. Selection of grievance arbitration by the teacher prohibits the District from proceeding under Section 3020-a of Education Law.
 - 22.3.2. A teacher who elects a hearing under 3020-a of the New York State Education Law has waived his or her right to proceed to grievance arbitration under this article.

- 22.3.3. A teacher who elects grievance arbitration under this article has waived his or her right to proceed under Section 3020-a of the New York State Education Law.
- 22.3.4. A teacher who elects grievance arbitration under this article shall be informed by the Superintendent or his designee of the proposed penalty sought by the District. If the teacher does not accept the proposed punishment, the arbitration procedure moves forward and the decision of the arbitrator shall be final and binding on both parties.
- 22.4. Within five (5) days after a teacher's selection of grievance arbitration, the Association and the District shall meet and determine if a mutually agreeable arbitrator can be selected to hear the case. If the Association and the District can not agree upon a mutually acceptable arbitrator, within five (5) days of the meeting the Association or the District shall file a demand for arbitration with the American Arbitration Association.
- 22.4.1. The parties agree under this Article to utilize the Labor Arbitration Rules of the American Arbitration Association.
- 22.5. The selected or designated arbitrator shall hear the matter and shall issue his or her decision in accordance with the Rules of the American Arbitration Association. The burden of proof of the charges lies solely with the District. The arbitrator's decision shall be in writing and shall issue his or her findings or facts, opinions and conclusions on the issue(s) submitted. The decision of the arbitrator shall be final and binding on all parties and no review of the arbitrator's decision will be undertaken before the Commissioner of Education or the courts. The arbitrator is authorized to:
- 22.5.1. Find there is no just cause for action against the tenured teacher and direct there be taken from the tenured teacher's file all reference to this matter.
- 22.5.2. Find there is just cause for taking action against the tenured teacher, and in such event, the arbitrator may direct a penalty that he/she considers appropriate.
- 22.6. If a teacher is suspended under this Article, such suspension shall be with full pay unless the teacher is charged with failure to maintain certification at which time the teacher shall be suspended without pay and benefits.
- 22.7. The cost for the services of the arbitrator shall be borne by the District.

22.8. Article 22 can only be used by tenured teachers. Non-tenured (Probationary) teachers may not use the alternate discipline procedures described in Article 22.

ARTICLE 23 LEGISLATIVE APPROVAL

23.1. "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."

ARTICLE 24 STATEMENT OF DURATION

24.1. This agreement shall be in full force and effect on July 1, 1996 through June 30, 2001 except as otherwise noted.

12/12/97
DATE

Edward J. Paul
Superintendent of Schools

12/12/97
DATE

Willard Davis
Witness

12/12/97
DATE

H. Benjamin Frisbie
President, Owego Apalachin
Teachers Association

12/12/97
DATE

Bernard Russell
Witness

APPENDIX A-1 -- INSTRUCTIONAL GROUP 1

POSITION

- A. Elementary Grade Level Chairman - Building Level
- B. Secondary Subject Area Chairman - Building Level
- C. CIMS Coordinator
- D. K-12 Curriculum Coordinator
- G. Special Education Building Coordinators

4 Teachers

	96-97	97-98	98-99	99-00	00-01
1	\$616	\$637	\$658	\$681	\$706
2	\$755	\$781	\$807	\$835	\$867
3	\$895	\$925	\$956	\$989	\$1,027

5-6 Teachers

	96-97	97-98	98-99	99-00	00-01
1	\$895	\$925	\$956	\$989	\$1,027
2	\$1,026	\$1,061	\$1,097	\$1,135	\$1,177
3	\$1,162	\$1,201	\$1,241	\$1,284	\$1,332

7+ Teachers

	96-97	97-98	98-99	99-00	00-01
1	\$1,026	\$1,061	\$1,097	\$1,135	\$1,177
2	\$1,162	\$1,201	\$1,241	\$1,284	\$1,332
3	\$1,302	\$1,346	\$1,392	\$1,440	\$1,494

- E. Audio-Visual Aids - Building Coordinators (7-12)
Computer Coordinators

	96-97	97-98	98-99	99-00	00-01
1	\$616	\$637	\$658	\$681	\$706
2	\$1,026	\$1,061	\$1,097	\$1,135	\$1,177
3	\$1,440	\$1,488	\$1,538	\$1,592	\$1,651

- F. Building Newsletter Coordinator

	96-97	97-98	98-99	99-00	00-01
Per Issue	\$194	\$201	\$208	\$215	\$223

APPENDIX A-2 -- ATHLETICS & EXTRA CURRICULAR

	<u>POSITION</u>	<u>POINTS</u>
Baseball		
Varsity	Head Coach	29
Junior Varsity	Head Coach	21.75
Modified A	Head Coach	21.75
Basketball		
Varsity	Head Coach	36
Junior Varsity	Head Coach	27
Modified A (9th Grade)	Head Coach	27
Modified B (8th Grade)	Head Coach	27
Girls Varsity	Head Coach	35
Girls Junior Varsity	Head Coach	26.25
Girls Modified	Head Coach	26.25
Bowling		
Boys	Head Coach	13
Girls	Head Coach	13
Cheerleading		
Varsity Football		22.5
Junior Varsity Football		16.875
Varsity Basketball		25.5
Junior Varsity Basketball		19.125
Cross Country		
Head Coach		23
Assistant Coach		17.25
Field Hockey		
Girls	Head Coach	26
Girls	Assistant Coach	19.5

APPENDIX A-2 (Continued)

Football

Varsity	Head Coach	38
	Asst Coach (3 Positions)	28.5
Junior Varsity	Head Coach	28.5
	Asst Coach	28.5
Modified	Head Coach	28.5
	Asst Coach	28.5

Girls Softball

Varsity	Head Coach	28
Junior Varsity	Head Coach	21
Modified	Head Coach	21

Golf

Head Coach		19
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Gymnastics

Girls	Head Coach	25
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Soccer

Boys Varsity	Head Coach	28
Boys Junior Varsity	Head Coach	21
Boys Modified	Head Coach	21
Girls Varsity	Head Coach	28
Girls Junior Varsity	Head Coach	21
Girls Modified	Head Coach	21

Tennis

Boys Varsity	Head Coach	18
Boys Junior Varsity	Head Coach	13.5
Girls Varsity	Head Coach	18
Girls Junior Varsity	Head Coach	13.5

Track

Boys & Girls Varsity	Head Coach	35
Boys & Girls Varsity	Assistant Coach	26.25
Boys & Girls Jr Varsity	Assistant Coach	26.25
Boys & Girls Jr Varsity	Assistant Coach	26.25
Boys & Girls Modified A (7th & 8th Grade)	Head Coach	26.25
Boys & Girls Modified B (7th & 8th Grade)	Head Coach	26.25

APPENDIX A-2 (Continued)

Volleyball

Girls Varsity	Head Coach	29
Girls Junior Varsity	Head Coach	21.75
Girls Modified	Head Coach	21.75
Boys	Head Coach	19.5

Wrestling

Varsity	Head Coach	33
Junior Varsity	Head Coach	24.75
Modified	Head Coach	24.75

Class Advisors

Senior Class (2 Positions)	7
Junior Class (2 Positions)	5
Sophomore Class (2 Positions)	5
Freshman Class (2 Positions)	5

Drama

OFA	Advisor	24.5
	Assistant	18.375
OAMS	Advisor	14.1
	Assistant	14.1

Music

Instrumental (Marching Band)	32.5
Assistant Marching Band	24.4
Assistant Marching Band (Band Front)	20.5
Vocal	21

Newspaper

OFA	14
OAMS	9

APPENDIX A-2 (Continued)

Yearbook

OFA	20
OFA Business	8
OAMS	11.4

Yorkers Club

OFA	7.5
OAMS	7.5

Scholarship Challenge

OFA	7.5
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Each point is valued at:

1996-1997	\$ 99
1997-1998	\$103
1998-1999	\$106
1999-2000	\$110
2000-2001	\$114

One longevity point will be added for every two (2) years of extra duty service in the same extra duty position.

APPENDIX A-3 - SUPERVISION

GROUP III

A. Noon Hour

	96-97	97-98	98-99	99-00	00-01
1	\$1,374	\$1,420	\$1,468	\$1,518	\$1,575
2	\$1,501	\$1,551	\$1,604	\$1,659	\$1,721
3	\$1,628	\$1,682	\$1,739	\$1,800	\$1,867

B. Ticket Sellers, Takers and Supervision for Athletic Events (Crowd Control)

96-97	97-98	98-99	99-00	00-01
\$27	\$29	\$30	\$31	\$32

Head Ticket Taker

96-97	97-98	98-99	99-00	00-01
\$37	\$39	\$41	\$42	\$44

C. Chaperones (As required by school)

1. Spectator Bus - Athletic Events

96-97	97-98	98-99	99-00	00-01
\$30	\$32	\$33	\$34	\$36

2. Dances other than the annual Junior and Senior Proms and activities associated with promotion and graduation ceremonies

96-97	97-98	98-99	99-00	00-01
\$47	\$50	\$52	\$54	\$56

APPENDIX A-3 (Continued)

D. Sports - Per Event

1. Football					
	96-97	97-98	98-99	99-00	00-01
Announcer	\$27	\$29	\$30	\$31	\$32
Clock	\$27	\$29	\$30	\$31	\$32
Organizer	\$27	\$29	\$30	\$31	\$32
Chain Crew	\$23	\$25	\$25	\$26	\$27
2. Basketball					
	96-97	97-98	98-99	99-00	00-01
Scorekeeper	\$39	\$42	\$43	\$45	\$46
Timer	\$36	\$38	\$40	\$41	\$43
3. Wrestling					
	96-97	97-98	98-99	99-00	00-01
Clock	\$36	\$38	\$40	\$41	\$43
Announcer/ Books	\$36	\$38	\$40	\$41	\$43
4. Volleyball					
	96-97	97-98	98-99	99-00	00-01
Linesperson	\$23	\$25	\$25	\$26	\$27
Scorekeeper	\$23	\$25	\$25	\$26	\$27
5. Track					
Dual	96-97	97-98	98-99	99-00	00-01
Timer	\$23	\$25	\$25	\$26	\$27
Scorekeeper	\$23	\$25	\$25	\$26	\$27
Triangular	96-97	97-98	98-99	99-00	00-01
Timer	\$28	\$30	\$31	\$32	\$33
Scorekeeper	\$28	\$30	\$31	\$32	\$33
6. Soccer					
	96-97	97-98	98-99	99-00	00-01
Timer	\$22	\$23	\$24	\$25	\$26

E. Faculty Athletic Manager

	96-97	97-98	98-99	99-00	00-01
1	\$1,402	\$1,449	\$1,499	\$1,550	\$1,609
2	\$1,657	\$1,712	\$1,770	\$1,831	\$1,900
3	\$1,912	\$1,976	\$2,043	\$2,114	\$2,193

APPENDIX A-3 (Continued)

F. Intramurals

Secondary Ski Program (rated hours - 70)

96-97	\$14/hour
97-98	\$15/hour
98-99	\$15/hour
99-00	\$16/hour
00-01	\$17/hour

Elementary Ski Program (rated hours - 40)

96-97	\$14/hour
97-98	\$15/hour
98-99	\$15/hour
99-00	\$16/hour
00-01	\$17/hour

Weight Training (rated hours - 85)

96-97	\$14/hour
97-98	\$15/hour
98-99	\$15/hour
99-00	\$16/hour
00-01	\$17/hour

Building Level Program (rated hours -
30 hours per building - 4 buildings)

96-97	\$14/hour
97-98	\$15/hour
98-99	\$15/hour
99-00	\$16/hour
00-01	\$17/hour

G. Music

Dance Line Instructor

96-97	\$410
97-98	\$424
98-99	\$438
99-00	\$454
00-01	\$471

H. Student Council - OAMS

96-97	\$836
97-98	\$864
98-99	\$893
99-00	\$924
00-01	\$959

I. Honor Society - OFA

96-97	\$500
97-98	\$516
98-99	\$532
99-00	\$550
00-01	\$570

OWEGO-APALACHIN TEACHERS ASSOCIATION
CONSTITUTION AND BYLAWS
REVISED JUNE 1991

ARTICLE I - NAME

This organization shall be known as Owego-Apalachin Teachers Association.

ARTICLE II - PURPOSES

The purpose of this organization shall be:

- Section 1. To advance the standards of its members' professions;
- Section 2. To secure the conditions necessary to provide the greatest rewards for its members in their work environment;
- Section 3. To promote the participation of its members in the operational decisions affecting their employment;
- Section 4. To promote the welfare and well-being of its members;
- Section 5. To stimulate closer relationship with the local Board of Education, the New York State United Teachers and its national affiliates;
- Section 6. To expose and fight all forms of racism and discrimination;
- Section 7. To promote the unity and strength of its members.

ARTICLE III - MEMBERSHIP

There shall be the following membership categories:
Active and Special.

- Section 1. Active. Active membership in this organization shall be open to any member of the teacher bargaining unit as defined in the agreement between the Owego-Apalachin Central School District and the Owego-Apalachin Teachers Association.
- Section 2. Special. All those regularly retired under the New York State Teachers Retirement System, who were members of this association previous to retirement, shall be eligible for membership.

ARTICLE IV - DUES

Dues shall be established by the Executive Board and be predicated on the basis of budgetary needs. Changes in dues will be subject to majority vote of the membership attending the general membership meeting.

ARTICLE V - ORGANIZATION

- Section 1. The officers of this association shall be a President, Vice-President, Secretary and Treasurer. They shall be elected as prescribed by the bylaws and paid in accordance with the budget which will be voted on by the membership at the annual meeting.
- Section 2. There shall be an Executive Board consisting of the Officers, Election District Delegate(s), the immediate past president who shall serve in ex officio capacity for one year, and the building representatives. Standing committee chairpersons shall be advisory members of the Executive Board.
- Section 3. Officers shall be elected for terms of one year at the annual business meeting in May or June and shall assume office on July 1st.

ARTICLE VI - MEETINGS

- Section 1. There shall be at least one general membership meeting a year, which shall be the annual business meeting in May or June, held at an hour and place designated by the President with the approval of the Executive Board.
- Section 2. Special meetings may be called by the President, Executive Board, or upon a written request of ten (10) percent of the active members.
- Section 3. The Executive Board shall meet at least monthly during the school year. Special meetings may be called by the President or by petition of a majority of the Executive Board.

ARTICLE VII - AMENDMENTS

- Section 1. An amendment to this constitution may be proposed by a majority of the Executive Board or ten (10) percent of the membership.
- Section 2. A proposed amendment must be posted in a conspicuous place in each work site and/or distributed in writing to each member for at least ten (10) days before the vote is to take place.
- Section 3. Amendments, when approved by a two-thirds vote of the membership, shall become part of the Constitution.

ARTICLE VIII - PROTECTION OF RIGHTS OF MEMBERS

- Section 1. Every active member in good standing of this organization shall have equal rights and privileges to nominate candidates to hold office, to vote in elections or referendum, to attend membership meetings, and to participate in deliberations and voting upon the business of the organization.
- Section 2. No member may be fined, suspended, expelled, or otherwise disciplined (except for non-payment of dues) by this organization unless such member has been served with written specific charges, given a reasonable time to prepare a defense, and afforded a full and fair hearing.
- Section 3. This organization shall show no discrimination toward any individual or group of individuals on the basis of sex, creed, color, race, national origin or political activities and beliefs.

BYLAWS
as Revised June 1991

BYLAW 1 - PARLIAMENTARY AUTHORITY

Robert's Rules of Order, Newly Revised, shall be the authority on all questions of procedure not specifically stated in this constitution and bylaws.

BYLAW 2 - AFFILIATIONS

This organization shall affiliate with the New York State United Teachers and its national affiliates.

BYLAW 3 - QUALIFICATION OF OFFICERS

All officers of this association shall hold membership in the local association, the New York State United Teachers and its national affiliates, and be tenured. All officers should demonstrate professional interest by having actively served the association in some capacity.

BYLAW 4 - DUTIES OF OFFICERS

Section 1. The President shall preside at all meetings of the Executive Board and the association; shall call regular and special meetings; shall appoint all committees with the consent of the Executive Board; shall attend Election District meetings; shall be an ex-officio member of all committees; shall represent the association in all matters; shall prepare an annual report to the membership and file an official copy with the secretary.

Section 2. The Vice-president shall assume all the duties of the President in case of absence of the President; represent the association at any meetings; and perform such other duties as the President or Executive Board may designate.

Section 3. The Secretary shall keep a record of all general and Executive Board meetings, and attend to all correspondence of the association. At the end of his/her term of office he/she shall turn over to the new secretary the minutes and records of the association. Further, he/she shall file with NYSUT, and its national affiliates the names of the new officers.

Section 4. The Treasurer shall keep an accurate account of all receipts and expenditures of the association. He/she shall disburse receipts and expenditures of the association. He/she shall prepare and maintain membership records and forward such records on a regular basis to NYSUT. At each regular meeting, he/she shall make a report on the financial status of the association. At the end of his/her term of office, he/she shall prepare the books for audit and deliver to the new treasurer all records and other materials of the association. The Association Records shall be audited annually before the beginning of the next school year.

BYLAW 5 - THE EXECUTIVE BOARD

Section 1 - The members of the Executive Board should be tenured. The voting members of the Executive Board shall be association officers, delegate(s), and building representatives. The Executive Board shall be responsible for conducting the routine business of the association; approving the annual budget; approving appointments made by the President; reviewing issues or proposals submitted by the members and making recommendations regarding their disposition; making decisions relating to association policy and program; and deciding the parameters for negotiations under the provisions of the Taylor Law. It shall have the power to act for the good of the association in emergency situations where there is insufficient time for the membership to direct the Board.

Section 2. The vote on all items sent to the Executive Board by the general membership shall be written into the official minutes of the Executive Board and a record of the voting shall be available for inspection by the active membership.

Section 3. It shall require a majority vote of the total number of possible Executive Board votes to pass or defeat any proposal brought before the Executive Board. Each officer, delegate(s) and elected building representative shall be entitled to one vote.

Section 4. There shall be one building representative for every twenty-five (25) teachers or any fraction thereof for each building of the district. It shall be the duty of the building representatives and/or their alternates, to attend all Executive Board meetings and to keep the OATA members in their building informed of Executive business. When important issues are to be considered by the Executive Board, the representatives shall ascertain the desire of the teachers in their buildings in regard to the issue and vote accordingly. The senior building representatives shall be members of the Nominating Committee, conduct their building elections and be responsible for the collection of dues and assessments. The term for building representatives shall begin on July 1 and end on June 30 of each school year.

BYLAW 6 - STANDING COMMITTEES

After the annual election, the President with the approval of the Executive Board, shall appoint the chairperson and members of the following standing committees: Negotiations, Grievance, Nominating, and Health & Safety.

Section 1. The Negotiations Committee shall consist of a chief negotiator and three (3) additional negotiators. They shall be paid in accordance with the budget voted on at the annual meeting. The chief negotiator shall serve as coordinator for the negotiating team of the bargaining unit. Any agreement reached by the negotiating team shall fall within the parameters outlined by the Executive Board. The negotiating team is empowered to enter into written agreement with the Board of Education within the terms prescribed by the Executive Board. Failure to comply with the parameters outlined by the Executive Board is grounds for automatic dismissal and replacement.

Section 2. The Grievance Committee shall review all grievances brought before it to decide on their merits. The Grievance Committee shall be responsible for accurately fulfilling the requirements of the grievance procedure. The Grievance Committee shall recommend to the Executive Board whether the association shall withdraw its participation in the grievance, accept a proposed settlement, or proceed to the next step in the grievance procedure. It will be the decision of the Executive Board to file for arbitration. There shall be an appeal process to the Executive Board for any grievant who has cause to question the final decision of the committee.

Section 3. The Nominating Committee shall be composed of the senior representative from each building, and a chairperson. It shall be the duty of the Nominating Committee to nominate candidates for each office, set the time limits of the nominating period, and conduct OATA voting at the general membership meeting in compliance with the requirements of the Landrum-Griffin Act.

Section 4. The Health & Safety Committee shall consist of a chairperson and one representative from each building of the district. Their duties will include identifying safety and health hazards; informing and educating the membership regarding health issues in the workplace; communicating Association concerns regarding health and safety issues to the appropriate District representatives; and reporting health concerns to the Executive Board and President on a regular basis.

Section 5. Special committees may be appointed by the President with the consent of the Executive Board. The responsibilities and term of a special committee should be outlined specifically in the resolution creating it.

BYLAW 7 - ELECTIONS

Section 1. Elections shall be by secret ballot at the general membership meeting. Officers will be duly elected upon receiving a simple plurality vote. If ballots are unopposed in the election, lack of a secret ballot will not be challenged.

Section 2. Should any vote be disputed, the following procedures shall be applied:

1. Within 2 school days following the vote, a petition containing the names of 15 association members or 5 building representatives should be presented to the President of the association requesting a special meeting of the Executive Board to discuss the vote and decide upon a course of action.
2. This meeting must be held within 3 days of receipt of the petition, and the Executive Board will decide the course of action to be taken.
3. Should the Executive Board decide that a new vote is to be held, the Nominating Committee shall prepare new ballots and conduct a new vote on the date set by the Executive Board.

Section 3. An absentee ballot may be procured from the building's senior representative. Absentee ballots are to be allowed only for persons who are required to conduct school or OATA duties at the time of the general membership meeting.

BYLAW 8 - VACANCIES

Section 1: The Executive Board shall have the power to name personnel, with a recommendation from the President, to complete the unexpired terms of those who resign from a committee, the Executive Board, or an officer's position except in the case of the President.

Section 2. In the event a vacancy occurs in the office of the President, the Vice-President of the association shall succeed to the presidency and serve until the next annual election.

BYLAW 9 - AMENDMENTS

The bylaws may be amended by a majority vote of the active members present and voting at any general membership meeting, provided notice of a proposed amendment has been given each association member at least seven (7) days prior to the meeting at which a vote is to be taken.

BYLAW 10 - QUORUMS

Section 1. A quorum for all general membership meetings of the association shall consist of those active members who are present, but no fewer than ten (10) percent of the active membership.

Section 2. A quorum for all Executive Board and committee meetings of the association shall consist of a majority of the board or committee members.

BYLAW 11 - REMOVAL FROM OFFICE

Any paid/unpaid elected official or paid/unpaid appointee of the OATA may be removed from office upon written petition of ten (10) percent of the membership and a roll call vote in the affirmative by three-quarters (3/4) of the elected members of the Executive Board.

Procedure for removal will follow these guidelines:

- A. Petitioners will personally present arguments for removal before the Executive Board.
- B. Those charged will personally present arguments in rebuttal before the Executive Board.
- C. Two Board meetings will be required before removal or exoneration.
 1. The first meeting is for the purpose of presenting issues, evidence, rebuttal.
 2. The second meeting is for the purpose of a roll call vote.
- D. An interim of ten (10) school days must have elapsed between the first and second board meetings to allow building representatives to inform their building members of the issue(s) involved and to ascertain the desire of the members in their buildings regarding the issue(s) and vote accordingly.