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Odessa-Montour Central School
District And Odessa-Montour
Teachers Assn

AGREEMENT

between the

ODESSA-MONTOUR TEACHERS ASSOCIATION

and the

ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT

2001 – 2003

RECEIVED

MAY 05 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
§ 1.1 <i>Recognition • unit defined</i>	1
§ 1.2 <i>Exclusivity</i>	1
ARTICLE 2 - DEFINITIONS	1
§ 2.1 <i>Definitions</i>	1
§ 2.2 <i>Gender and number</i>	1
ARTICLE 3 - DURATION	1
§ 3.1 <i>Duration</i>	1
ARTICLE 4 - REPRODUCTION OF AGREEMENT	2
§ 4.1 <i>Reproduction of agreement</i>	2
ARTICLE 5 - PART-TIME TEACHERS	2
§ 5.1 <i>Defined</i>	2
§ 5.2 <i>Benefits</i>	2
§ 5.3 <i>Health insurance</i>	2
§ 5.4 <i>Extra duties</i>	2
§ 5.5 <i>Preparation time</i>	2
§ 5.6 <i>Duty-free lunch</i>	2
§ 5.7 <i>Salary calculation</i>	2
§ 5.8 <i>Continuous work time</i>	3
§ 5.9 <i>Conference attendance</i>	3
ARTICLE 6 - ASSOCIATION PRIVILEGES	3
§ 6.1 <i>Release time for Association President</i>	3
§ 6.2 <i>Days for Association business</i>	3
§ 6.3 <i>Use of facility • equipment</i>	3
§ 6.4 <i>New teacher orientation</i>	3
ARTICLE 7 - WORKING CONDITIONS	3
§ 7.1 <i>Secondary teacher assignments</i>	3
§ 7.2 <i>Preparation time</i>	4
§ 7.3 <i>Emergency assignment of teachers</i>	4
§ 7.4 <i>Preparation of lesson plans</i>	4
§ 7.5 <i>Faculty workroom</i>	4
§ 7.6 <i>Parental conference</i>	4
§ 7.7 <i>Lunch hour</i>	4
§ 7.8 <i>Faculty meetings</i>	4
§ 7.9 <i>Telephone</i>	5
ARTICLE 8 - TEACHER WORKDAY	5
§ 8.1 <i>Length</i>	5
§ 8.2 <i>Assigned stations</i>	5
§ 8.3 <i>Year-end duty-free period</i>	5
§ 8.4 <i>Release time for student assessments</i>	5

§ 8.5	<i>Agenda for Superintendent conference days</i>	5
§ 8.6	<i>IEP release time</i>	5
§ 8.7	<i>Opening day</i>	5
ARTICLE 9 - TEACHER WORK YEAR		5
§ 9.1	<i>Calendar</i>	5
§ 9.2	<i>Work year</i>	5
ARTICLE 10 - STAFF DEVELOPMENT		6
§10.1	<i>Staff Development committee</i>	6
§10.2	<i>Staff Development programs</i>	6
ARTICLE 11 - CLASS SIZE		6
§11.1	<i>Class load</i>	6
§11.2	<i>Classes with educationally disadvantaged students</i>	7
ARTICLE 12 - TEACHER EVALUATION		7
§12.1	<i>Evaluation • purpose</i>	7
§12.2	<i>Evaluation • form</i>	7
§12.3	<i>Classroom evaluation • procedure</i>	7
§12.4	<i>Annual evaluation • procedure</i>	7
§12.5	<i>Additional evaluations</i>	8
§12.6	<i>Conducted openly</i>	8
§12.7	<i>Recommendations</i>	8
§12.8	<i>Documentation</i>	8
ARTICLE 13 - PROMOTIONS AND VACANCIES		8
§13.1	<i>Promotions</i>	8
§13.2	<i>Vacancies</i>	8
ARTICLE 14 - NEW CONSTRUCTION		8
§14.1	<i>New building construction</i>	8
ARTICLE 15 - PROBATIONARY PERIOD AND DISMISSAL PROCEDURE		8
§15.1	<i>Probationary period</i>	8
§15.2	<i>Notification prior to tenure</i>	8
§15.3	<i>Written warning • meeting</i>	8
§15.4	<i>Exception</i>	9
ARTICLE 16 - TEACHER RIGHTS		9
§16.1	<i>Right to representation</i>	9
§16.2	<i>Teacher personnel file</i>	9
ARTICLE 17 - INSURANCE		9
§17.1	<i>The Plan</i>	9
§17.2	<i>District contribution</i>	10
§17.3	<i>Retirees</i>	10
§17.4	<i>Teachers on leave</i>	10
§17.5	<i>Plan Document and Administrative Manual</i>	10
§17.6	<i>Appealing claims</i>	10
§17.7	<i>Confidentiality</i>	10
§17.8	<i>Continuation of coverage</i>	11
§17.9	<i>Timely payment of claims</i>	11

§17.10	<i>Effective date of coverage</i>	11
§17.11	<i>Payment in lieu of insurance</i>	11
§17.12	<i>Life insurance</i>	11
ARTICLE 18 - PERSONAL INJURY		12
§18.1	<i>Absence due to injury or assault</i>	12
ARTICLE 19 - PAYROLL DEDUCTION		12
§19.1	<i>Payroll deduction for tax-sheltered annuities</i>	12
§19.2	<i>Payroll deduction for dues</i>	12
§19.3	<i>Payroll deduction for credit union</i>	12
§19.4	<i>Payroll deduction for Christmas clubs, United Fund</i>	12
§19.5	<i>Direct deposit</i>	12
§19.6	<i>Pay period</i>	12
§19.7	<i>Compensation options for extracurricular and coaching</i>	12
ARTICLE 20 - SICK LEAVE		13
§20.1	<i>Allocation • accumulation</i>	13
§20.2	<i>Permitted usage</i>	13
§20.3	<i>Reporting absences</i>	13
§20.4	<i>Physician's statement</i>	13
§20.5	<i>Annual statement</i>	13
§20.6	<i>Salary deductions</i>	13
ARTICLE 21 - SICK LEAVE BANK		13
§21.1	<i>Purpose</i>	13
§21.2	<i>Membership</i>	14
§21.3	<i>Applying for days</i>	14
§21.4	<i>Committee composition • regulations</i>	14
ARTICLE 22 - PERSONAL LEAVE		15
§22.1	<i>Allocation • accumulation</i>	15
§22.2	<i>Procedure</i>	15
ARTICLE 23 - UNPAID LEAVE		15
§23.1	<i>Application</i>	15
§23.2	<i>Return from leave</i>	15
§23.3	<i>Salary credit</i>	15
§23.4	<i>Unpaid leave at the end of the school year</i>	15
ARTICLE 24 - BEREAVEMENT LEAVE		16
§24.1	<i>Death in immediate family • immediate family defined</i>	16
§24.2	<i>Death of a friend</i>	16
ARTICLE 25 - JURY DUTY AND COURT APPEARANCES		16
§25.1	<i>Jury duty • court appearances</i>	16
ARTICLE 26 - PARENTAL LEAVE		16
§26.1	<i>Maternity leave</i>	16
§26.2	<i>Paternity leave</i>	16
§26.3	<i>Adoption leave</i>	17

ARTICLE 27 - HEALTH LEAVE.....	17
§27.1 <i>Purpose</i>	17
ARTICLE 28 - SABBATICAL LEAVE.....	17
§28.1 <i>Objective</i>	17
§28.2 <i>Purpose • compensation</i>	17
§28.3 <i>Granting or denial</i>	17
§28.4 <i>Conditions</i>	17
§28.5 <i>Salary placement upon return</i>	17
§28.6 <i>Application</i>	18
ARTICLE 29 - MAINTENANCE OF STANDARDS.....	18
§29.1 <i>Standards maintained</i>	18
§29.2 <i>Maintenance service</i>	18
ARTICLE 30 - PROFESSIONAL GROWTH	18
§30.1 <i>Opportunity for professional growth</i>	18
§30.2 <i>Attendance at meetings and conferences</i>	18
§30.3 <i>Compensation</i>	19
§30.4 <i>Conference expenses</i>	19
§30.5 <i>Exchange teacher</i>	19
ARTICLE 31 - TEACHER/ADMINISTRATIVE LIAISON.....	19
§31.1 <i>Meetings</i>	19
§31.2 <i>Procedure • recommendation • minutes</i>	19
ARTICLE 32 - GRIEVANCE PROCEDURE.....	19
§32.1 <i>Purpose</i>	19
§32.2 <i>Definitions</i>	20
§32.3 <i>Procedures</i>	20
§32.4 <i>Time limits</i>	21
§32.5 <i>Stage 1</i>	21
§32.6 <i>Stage 2</i>	21
§32.7 <i>Stage 3</i>	22
§32.8 <i>Stage 4</i>	22
§32.9 <i>Alternative to 3020-a Procedure</i>	22
§32.10 <i>Scheduling of hearing</i>	23
§32.11 <i>Grievance form</i>	23
ARTICLE 33 - SALARY	23
§33.1 <i>Salary and bylaws</i>	23
§33.2 <i>Long term substitute</i>	24
§33.3 <i>Salary placement after an unpaid leave</i>	24
§33.4 <i>IRS Section 125</i>	25
ARTICLE 34 - RETIREMENT INCENTIVE	25
§34.1 <i>Salary payment</i>	25
§34.2 <i>Eligibility requirements</i>	25
§34.3 <i>Waiver of benefit</i>	26
§34.4 <i>Deferring incentive</i>	26

ARTICLE 35 - ADDITIONAL COMPENSATION	26
§35.1 <i>Department Heads and Grade Level Coordinators</i>	<i>26</i>
§35.2 <i>Proctoring (including ticket takers)</i>	<i>26</i>
§35.3 <i>Extracurricular activities.....</i>	<i>27</i>
§35.4 <i>Coaching</i>	<i>27</i>
§35.5 <i>Mileage reimbursement.....</i>	<i>28</i>
§35.6 <i>Credit for unused sick leave</i>	<i>28</i>
§35.7 <i>Passes for school events.....</i>	<i>28</i>
ARTICLE 36 - GENERAL PROVISIONS.....	28
§36.1 <i>Reprisals prohibited</i>	<i>28</i>
§36.2 <i>Supersession.....</i>	<i>28</i>
§36.3 <i>Severability.....</i>	<i>28</i>
§36.4 <i>Supremacy of agreement</i>	<i>28</i>
§36.5 <i>Section 204-a of the Public Employees Fair Employment Act</i>	<i>29</i>
ARTICLE 37 - TEACHING ASSISTANTS	29
§37.1 <i>Teaching assistant defined • duties</i>	<i>29</i>
§37.2 <i>Evaluation • purpose.....</i>	<i>29</i>
§37.3 <i>Evaluation • procedure</i>	<i>29</i>
§37.4 <i>Work year.....</i>	<i>30</i>
§37.5 <i>Salary and related benefits</i>	<i>30</i>
§37.6 <i>Home school liaison teachers' salaries.....</i>	<i>30</i>
APPENDIX A – SALARY SCHEDULE	31
APPENDIX B - COACHES' SALARIES	34
APPENDIX C - EXTRACURRICULAR SALARIES.....	35
APPENDIX D - GRIEVANCE FORM	36
APPENDIX E - CLASSROOM EVALUATION FORM	37
APPENDIX F - ANNUAL TEACHER EVALUATION FORM.....	38
SIGNATURES.....	43

PREAMBLE

THIS AGREEMENT made this _____ day of _____, 2002, by and between the ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT, hereinafter called "District," party of the first part, and the ODESSA-MONTOUR TEACHERS ASSOCIATION, hereinafter called "Association," party of the second party.

In consideration of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE 1 - RECOGNITION

§ 1.1 Recognition • unit defined. The District hereby recognizes the Association as the exclusive bargaining agent for all certified professional personnel, except Administrators and all others who evaluate teachers employed by the District, including all teachers and all other personnel holding teaching certificates including, without limitation, school nurse teacher, librarians, dental hygienists, and guidance personnel, who are employees of the District. The unit shall not include per diem substitutes but shall include long term substitutes and teaching assistants.

§ 1.2 Exclusivity. The District agrees not to negotiate with any other organization with respect to teachers in the Association during such period as the Association remains unchallenged and shall neither recognize nor negotiate with any organization claiming to represent employees in such unit during such period as any challenge remains unresolved.

ARTICLE 2 - DEFINITIONS

§ 2.1 Definitions. As used in this Agreement:

(a) The term "Association" means the Odessa-Montour Teachers Association.

(b) The term "Board" means the Board of Education of the Odessa-Montour Central School District.

(c) The term "District" means the Odessa-Montour Central School District.

(d) The term "Superintendent" means the Superintendent of Schools of the Odessa-Montour Central School District.

(e) The term "teacher" means any person represented by the Odessa-Montour Teachers Association as his negotiating representative.

§ 2.2 Gender and number. Whenever the context so requires, the use of words in this Agreement in the singular shall be construed to include the plural, and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said genders, unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only, and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 3 - DURATION

§ 3.1 Duration. Except as otherwise specified herein, this contract shall be retroactive to July 1, 2001 and shall continue in full force and effect until June 30, 2003.

ARTICLE 4 - REPRODUCTION OF AGREEMENT

§ 4.1 **Reproduction of agreement.** Upon ratification, the Association and the District shall each pay one-half (1/2) the cost of reproducing one hundred twenty-five (125) copies of this agreement.

ARTICLE 5 - PART-TIME TEACHERS

§ 5.1 **Defined.** The term part-time teacher will mean any teacher assigned to work less than the teacher workday or work week. A teacher assigned to teach full-time for a part of a year will be considered as a full-time teacher for the period worked. A secondary teacher assigned to teach five (5) or more classes will be considered to be full-time.

§ 5.2 **Benefits.** Unless otherwise stipulated elsewhere in this Agreement, all teachers shall be covered by the terms and conditions set forth in the Agreement. Where appropriate (e.g., sick leave), benefits will be prorated.

§ 5.3 **Health insurance.** With respect to health insurance coverage, part-time teachers shall be covered in accordance with the regulations sets forth by the insurance Plan. It is understood that all teachers who meet the Plan's eligibility shall receive coverage consistent with Article 17.

§ 5.4 **Extra duties.** Part-time teachers will have extra duties assigned on a prorated basis.

§ 5.5 **Preparation time.** A secondary teacher assigned to teach three (3) or more classes will be entitled to preparation time as set forth in §7.2. An elementary teacher assigned to teach one hundred twenty (120) or more minutes per day will be entitled to receive at least twenty-five (25) minutes of preparation time each day.

§ 5.6 **Duty-free lunch.** A secondary teacher assigned to teach either three (3) or four (4) classes will be entitled to receive a duty-free lunch period each day. An elementary teacher assigned to teach one hundred twenty (120) or more minutes per day will be entitled to receive a thirty (30) minute duty-free lunch period.

§ 5.7 **Salary calculation.**

(a) **Secondary teachers.** The salary for a part-time secondary teacher will be calculated by multiplying a fraction by the teacher's full-time salary. The fraction will be the greater of the following formulas.

(1) The number of classes assigned to teach during the four (4) day cycle divided by twenty (20); or,

(2) A fraction whose numerator is the sum of the assigned classes, additional duties, preparation periods and duty-free lunch period in the four (4) day cycle and whose denominator is thirty-six (36).

(b) **Elementary teachers.** The salary for a part-time elementary teacher will be calculated by multiplying a fraction by the teacher's full-time salary. The denominator of the fraction will be the number of minutes in the full-time teacher's workweek and the numerator will be the number of minutes worked. Included in the numerator will be the duty-free lunch period and all preparation times as well as any other time the teacher is required to be in school during the work week.

(c) **Teachers assigned for one (1) or more days per week.** Part-time teachers who are assigned to work one (1) or more but fewer than five (5) full days per week will have their salary

calculated by multiplying the teacher's full-time salary by a fraction whose denominator is five (5) and whose numerator is the number of full days per week the teacher works.

§ 5.8 Continuous work time. The District agrees that in scheduling instructional time to part-time teachers, it will make every effort to ensure that there will not be interrupted, non-compensated time between the time the teacher begins work and the end of the teacher's workday. Absent agreement between the District and the Association, there will be no more than forty-five (45) minutes of non-compensated time between the start and end of a teacher's workday.

§ 5.9 Conference attendance. A part-time teacher who voluntarily attends a conference will be paid his regular part-time daily rate based on his prorated, part-time annual salary. A part-time teacher who is directed to attend a conference will be paid a full-day's rate based on his annual salary, as said salary would be calculated for a full-time teacher.

ARTICLE 6 - ASSOCIATION PRIVILEGES

§ 6.1 Release time for Association President. The Association President shall be granted two (2) periods per week (approximately one and one-half [1-1/2] hours) to devote to Association business. This release time shall be regularly scheduled as mutually agreed upon by the building Principal and the Association President. This time shall be taken from supervisory duties.

§ 6.2 Days for Association business. The Association shall be entitled to a total of eight (8) leave days in any one (1) contract year to conduct Association business outside the District. Each day's leave of absence shall not be deducted from any other leave. The Association shall reimburse the District for the salary and cost of fringe benefits of the substitute if a substitute is used to replace the absent teachers.

§ 6.3 Use of facility • equipment. The Association shall have the right to use school buildings without cost for its meetings and other business, provided that such use will not conflict with previously-scheduled school events. The Association will be allowed reasonable use of duplication facilities. The Association will purchase supplies, if necessary, and may be required to pay charges at the same rate charged other organizations.

§ 6.4 New teacher orientation. If the District has an orientation program for new teachers prior to the first workday each school year, the Association shall be given the opportunity to speak to new teachers as a part of the program. The Association may consult with Administration with respect to planning the program.

ARTICLE 7 - WORKING CONDITIONS

§ 7.1 Secondary teacher assignments.

(a) The District shall make every effort within staffing and budget limitations to schedule teacher assignments to limit secondary teachers to two (2) Regents-level laboratory courses per day or three (3) different preparations per day. During the construction of the next school year's tentative secondary schedule if a teacher has more than two (2) Regents-level laboratory courses per day or more than three (3) preparations per day, the principal shall inform the teacher in writing by June 1. If the schedule is not acceptable to the teacher, the District shall explore alternative ways of scheduling. If the matter is not resolved, a meeting shall be held among the secondary principal, respective department chairperson, if applicable, and the teacher. The meeting shall occur before the finalization of the schedule. This process will be concluded before August 15.

(b) A secondary teacher assigned to more than five (5) classes per day shall receive an additional preparation period on alternate days for each extra class taught in excess of five (5) classes per day.

§ 7.2 Preparation time.

(a) In addition to the thirty (30) minute duty-free lunch period, each secondary teacher shall have at least one (1) uninterrupted preparation period per day equal to the secondary class period. Each elementary teacher at H.A. Hanlon shall have a forty (40) minute uninterrupted lunch and shall have forty (40) minutes of uninterrupted preparation time per day. Each elementary teacher at B.C. Cate shall have a thirty (30) minute duty-free lunch period and shall have forty (40) minutes of preparation time per day, with twenty-five (25) minutes of said time being uninterrupted. During recess period at B.C. Cate, three (3) days per week, teachers may be asked to attend meetings, conferences, provide student supervision, discipline students, do curriculum work, and tutor students. Twenty-five (25) minutes per week, teachers may be asked to do supervision between 8:00 and 8:15 a.m.

(b) Department chairmen and grade level coordinators will be given two (2) periods for budget preparation unless they already have more than forty (40) minutes free time beyond what is indicated above.

§ 7.3 Emergency assignment of teachers. At the request of the building Principal, a teacher may be asked to give up his preparation period not more than two (2) times in a ten (10) week period. To the extent practicable, assignment shall be allocated equitably among the teachers with adjustments being made, particularly in regard to those teachers having preparation periods at the beginning of the school day. Should teachers having preparation periods in the beginning of the school day be allocated assignments while others have not, the building Principal will attempt to make practicable adjustments among the teachers.

§ 7.4 Preparation of lesson plans. All teachers recognize that pre-planning enhances the effectiveness of lessons. Each teacher's planning should be appropriate to his subject matter. If a method of planning other than the standard plan book is used, it is incumbent upon the teacher to discuss alternative methods of preparing lesson plans with the building Principal. The building Principal may request lesson plans in writing.

§ 7.5 Faculty workroom. The Board shall make available one mutually agreed upon faculty room in the secondary and elementary school buildings for faculty use equipped with an electric typewriter in good working order, comfortable furniture for use by teachers, a desk and a chair, and, at B.C. Cate, a spirit master duplication machine in good working order. At H.A. Hanlon, a copy machine will be available in the Principal's office for teacher use.

§ 7.6 Parental conference. When a teacher is having a serious problem with a student concerning citizenship, discipline or academic work, the teacher shall request that the appropriate Administrator notify the parent and shall arrange a conference with parents, Administrator and teacher; or the teacher shall make the arrangements himself.

§ 7.7 Lunch hour. Each teacher will be granted a full thirty (30) minute period for lunch, uninterrupted except for emergency situations, and will have the opportunity to eat in the Teachers' Dining Room at Odessa and the Teachers' Room at Montour Falls during said period.

§ 7.8 Faculty meetings.

(a) Whenever possible, prior to calling a faculty meeting, the appropriate Administrator will give advance notification and will provide teachers with an agenda. If for any reason a teacher is to

be absent, he should notify the building Principal two (2) days in advance, giving the reason for the absence. If excused, the teacher is responsible for what happened at the meeting.

(b) Teachers will be allowed to use the school facilities in which the faculty meeting is held for Association business after the end of the faculty meeting provided, however, that no teacher will be required by the District to remain beyond the end of the faculty meeting and into the Association meeting.

§ 7.9 Telephone. A private telephone will be available in each building for teachers to use to make confidential school-related calls during preparation periods, lunch times, or after school. One (1) telephone will be available, for the Athletic Director or coaches, with an outside line for after-school hours.

ARTICLE 8 - TEACHER WORKDAY

§ 8.1 Length. The teacher workday shall be seven (7) hours and fifteen (15) minutes, including the duty-free lunch period.

§ 8.2 Assigned stations. All teachers shall be in their assigned classrooms, offices, stations, or bus duties prior to the time students arrive on and exit from school buses, preparatory to the activities of the day. Guidance counselors shall remain a minimum of one-half (1/2) hour after closing of school and such other times as directed by the Superintendent.

§ 8.3 Year-end duty-free period. During the last three (3) full days of the school year, elementary students shall be released at the half-day mark and elementary teachers shall have the remainder of the contract day to work on year-end duties as overseen by the building Principal.

§ 8.4 Release time for student assessments. All teachers involved in planning, administering and correcting local District-mandated student assessments, as predetermined by the District, shall be provided mutually agreed upon release time to fulfill their responsibilities.

§ 8.5 Agenda for Superintendent conference days. The agenda for Superintendent conference days will be developed in consultation with the Association President or designee.

§ 8.6 IEP release time. Teachers who are required to write IEPs shall be given three (3) release days in minimum one-half (1/2) day blocks to be scheduled at least one (1) week in advance with approval of the building Principal.

§ 8.7 Opening day. On the opening day of school (usually the first Tuesday following Labor Day), the teachers shall have from 11:00 a.m. until the end of the contract day for Association meetings and to prepare for students.

ARTICLE 9 - TEACHER WORK YEAR

§ 9.1 Calendar. The Board shall seek the advice of the Association President or designated representative in making up the school calendar.

§ 9.2 Work year.

(a) The teacher work year shall be a maximum of one hundred eighty-two (182) days and shall be scheduled between the Tuesday following Labor Day and the Friday of the June Regents Examination week. Orientation, except new teacher orientation, and three (3) conference days shall be a part of the one hundred eighty-two (182) day work year.

1 (b) In addition to the teacher workdays referred to in § 9.2 (a), the District may, at its
2 discretion, include days to be used as snow or emergency days. Any unused snow days or emergency
3 days will be used as additional vacation days at times designated by the Superintendent.
4

5 (c) If an emergency situation occurs that necessitates a rearrangement of the teacher
6 work year, the District shall seek the advice of the Association President or designated representative
7 prior to making the change.
8

9 ARTICLE 10 - STAFF DEVELOPMENT

10 §10.1 Staff Development committee.

11 (a) A Staff Development standing committee shall be established to examine needs,
12 review goals, examine existing programs, recommend specific areas of program development, review
13 program proposals, and make recommendations for or against sanctioning staff development programs.
14 The committee shall be composed of a teacher from each building and one Administrator. Additional
15 members may be added to the committee by mutual agreement between the Association and the
16 Superintendent or his designee.
17
18

19 §10.2 Staff Development programs.

20 (a) If approved by the standing committee and the Superintendent, the Staff
21 Development program will be provided by the District at no cost to the participant.
22

23 (b) If participation requires attendance beyond the regular teacher workday or work year,
24 in-service salary credit or additional pay at a rate of twenty dollars (\$20) per hour shall be granted for
25 Staff Development work.
26

27 (c) If the teacher elects to receive in-service salary credit, the following shall apply: (1)
28 the in-service course or workshop must be approved by the District in advance; (2) requirements shall be
29 set by the Administrators; (3) generally, one (1) hour of in-service credit shall be granted for fifteen (15)
30 hours of in-service work; and (4) if the in-service course is other than fifteen (15) hours, the hours may be
31 accumulated until the fifteen (15) hour multiple requirement is met.
32
33

34 (d) As a part of the District's commitment to improve the quality of education, it may
35 make available specific staff development programs, such as effective teaching, in which teachers may
36 voluntarily elect to participate. A teacher, or other party, who assists teachers by conducting formative
37 evaluations as a part of the effective teaching process shall not have his opinion sought in any case,
38 including, but not limited to, discipline or dismissal by any of the parties involved. All materials related to
39 such a process shall be considered to be confidential and shall not be made available to a third party.
40

41 (e) A bargaining unit member who is asked to teach a staff development workshop shall
42 be paid the current BOCES presenter's stipend.
43
44

45 ARTICLE 11 - CLASS SIZE

46 §11.1 Class load. In the event that class load exceeds an average of twenty-eight (28)
47 pupils in grades K-4; thirty (30) pupils in grades 5 and 6; one hundred fifty (150) pupils per day in
48 physical education in grades 7-12; and one hundred twenty-five (125) pupils per day in all other subjects
49 in grades 7-12, except choral music, an adjustment will be made, by agreement with the teacher
50 concerned, in the teacher's schedule at the beginning of each semester. Laboratory students will be
51 counted only once per day for class size.
52
53

1 **§11.2 Classes with educationally disadvantaged students.** The Board will make every
2 effort possible to limit to twenty-five (25) students any class having more than fifty percent (50%)
3 educationally disadvantaged students.
4

5 **ARTICLE 12 - TEACHER EVALUATION**

6

7 **§12.1 Evaluation • purpose.** The chief purpose of the evaluation of teachers shall be to
8 maintain a highly qualified, competent staff, to promote its continuing development, and to improve the
9 quality of instruction. In keeping with these goals, the parties agree that evaluation for the purpose of
10 maintaining employment is a management function and may only be done by a certified Administrator.
11 An annual evaluation may be completed for each teacher on a District-designed evaluation instrument.
12

13 **§12.2 Evaluation • form.** There shall be two (2) evaluation forms. One evaluation form,
14 entitled "Classroom Evaluation Form," shall be used to record classroom evaluations. This form is
15 included herein as Appendix E. The second evaluation form, entitled "Annual Teacher Evaluation
16 Form," shall be used to record each teacher's annual evaluation. The annual evaluation form is included
17 herein as Appendix F.
18

19 **§12.3 Classroom evaluation • procedure.**

20

21 (a) Tenured teachers shall have at least one (1) classroom evaluation each year. Non-
22 tenured teachers shall have at least two (2) classroom evaluations per year. A teacher new to the District
23 shall have at least one (1) of these evaluations completed during the first ten (10) weeks of his
24 employment.
25

26 (b) Each written evaluation must be based on an observation of at least twenty (20)
27 minutes' duration. The evaluator shall, after the observation, notify the teacher of a need for a
28 conference. If no conference is requested by the Administrator, the teacher may request that a conference
29 be held. The conference, if requested by either party, will be held within five (5) school days after the
30 classroom observation. The signed evaluation form shall be returned to the Administrator within five (5)
31 school days after the conference is held, or, if no conference is held, within five (5) school days after the
32 evaluation form is received by the teacher.
33

34 (c) Each teacher will sign his evaluation form only as an indication that he has seen and
35 has had an opportunity to discuss the evaluation. The teacher's signature will not constitute either
36 approval or disapproval. The teacher may, if he wishes, attach his own comments to the evaluation form.
37

38 (d) A copy of each classroom evaluation shall be kept in the teacher's personnel file.
39

40 **§12.4 Annual evaluation • procedure.**

41

42 (a) Each teacher shall receive an annual evaluation (Appendix F).
43

44 (b) Each teacher shall be notified of the right to a conference with the Administrator to
45 discuss the annual evaluation. A request by either the teacher or the Administrator to hold a conference to
46 discuss the annual evaluation shall be made within three (3) school days of the teacher's receipt of the
47 evaluation form. If requested by either party, the conference shall be held within five (5) school days of
48 the request. The signed evaluation form shall be returned to the Administrator within five (5) school days
49 after the conference is held, or, if no conference is held, within five (5) school days after the evaluation
50 form was received by the teacher.
51

52 (c) Each teacher will sign his evaluation form only as an indication that he has seen and
53 has had an opportunity to discuss the evaluation. The teacher's signature will not constitute either
54 approval or disapproval. The teacher may, if he wishes, attach his own comments to the evaluation form.
55

(d) A copy of each annual evaluation shall be kept in the teacher's personnel file.

§12.5 Additional evaluations. Teachers may request a reasonable number of additional evaluations for specific problems or needs.

§12.6 Conducted openly. All formal monitoring or observation of the work performance of a teacher will be conducted openly with the full knowledge of the teacher.

§12.7 Recommendations. If a teacher's performance is considered to be less than satisfactory, the evaluator will so indicate on the evaluation form. The evaluator will make specific recommendations for the teacher to improve his performance. The responsibility for achieving and maintaining satisfactory performance, however, rests with the teacher.

§12.8 Documentation. Factors other than formal classroom evaluations may be considered in determining the overall performance of the teacher. In order for information other than formal evaluations to be considered in determining the overall performance of a teacher, said information must be documented. Events or occurrences of which the Administrator does not have personal knowledge may be used. However, documentation shall include the approximate time and place of the event or occurrence, a description of the event or occurrence sufficient to apprise a teacher of the nature of the conduct described and purpose for the Administrator's use of this information, the source of the Administrator's information, and, if the teacher denies the occurrence or event, what attempts, if any, were made to verify the information.

ARTICLE 13 - PROMOTIONS AND VACANCIES

§13.1 Promotions. All promotions within the teaching staff shall be made by the Board upon the recommendation of the Superintendent and the building Principal.

§13.2 Vacancies. Whenever a vacancy in the District occurs, the District shall have posted in each building a notice of said vacancy. A copy shall be sent to the Association President. The notice of vacancy shall set forth the method for applying. The District shall give consideration to all candidates including those presently employed in the District.

ARTICLE 14 - NEW CONSTRUCTION

§14.1 New building construction. If new building construction is to be planned for the District, teachers whose teaching stations are to be affected shall be afforded the opportunity to make suggestions and recommendations on the plans for their areas of instruction prior to finalizing of plans.

ARTICLE 15 - PROBATIONARY PERIOD AND DISMISSAL PROCEDURE

§15.1 Probationary period. The probationary period shall be three (3) years except when required by law to be less.

§15.2 Notification prior to tenure. A probationary teacher whose performance is considered unsatisfactory for appointment to tenure shall be so notified, in writing, not later than sixty (60) days prior to the expiration of his probationary period.

§15.3 Written warning • meeting. If a teacher's performance is such that his employment may be terminated, the District will so advise the teacher in writing. At the teacher's request a conference will be held between the immediate supervisor, the teacher, and, at the teacher's request, an Association representative. The teacher shall be given a reasonable time following the conference to improve his performance.

1 **§15.4 Exception.** If a teacher has committed an act so offensive that in the judgment of the
2 District, immediate suspension is required, this Article shall not be used to restrict the District's rights,
3 providing that such rights are exercised in accordance with the law.
4

5 **ARTICLE 16 - TEACHER RIGHTS**

6
7 **§16.1 Right to representation.** In any case in which a teacher is summoned for a
8 conference in which the teacher is to be disciplined, the teacher shall, if he desires, have the right to be
9 accompanied by an Association representative. If a representative is desired, said conference shall not be
10 held without an Association representative before the close of the next working day.
11

12 **§16.2 Teacher personnel file.**

13
14 (a) The official District teacher personnel file shall be maintained in the central office. A
15 teacher shall have the right, upon request, to review the contents of his file. A teacher shall be entitled to
16 have a personally selected representative accompany him during such review. Such review shall be in the
17 presence of a central office staff member designated by the Superintendent.
18

19 (b) No material, excluding reference and information obtained in the process of
20 evaluating the teacher for initial employment, which is derogatory to a teacher's conduct, service,
21 character or personality shall be filed unless the teacher has had an opportunity to examine the material.
22 The teacher must affix his signature on the actual copy to be kept with the understanding that such
23 signature does not necessarily indicate agreement with its contents. The teacher may attach a written
24 statement or defense if he so requests. No material, not shown to the teacher in advance, may be used in
25 any dismissal proceeding. Factors other than formal classroom observation may be considered in
26 determining the overall performance of the teacher. In order for information other than formal
27 evaluations to be considered in determining the overall performance of a teacher, said information must
28 be documented. Events or occurrences of which the Administrator does not have personal knowledge
29 may be used. However, documentation shall include the approximate time and place of the event or
30 occurrence, a description of the event or occurrence sufficient to apprise a teacher of the nature of the
31 conduct described and purpose for the Administrator's use of this information, the source of the
32 Administrator's information, and, if the teacher denies the occurrence or event, what attempts, if any,
33 were made to verify the information.
34

35 (c) Upon written request, the teacher shall be furnished a reproduction of any material,
36 excluding reference or information obtained in the process of evaluating the teacher for initial
37 employment. The teacher may be charged ten cents (10¢) per page for the copies.
38

39 **ARTICLE 17 - INSURANCE**

40 **§17.1 The Plan.**

41
42 (a) The District will provide healthcare coverage through the Central Southern Tier
43 Health Care Plan (hereinafter the "Plan"), a self-funded health care plan.
44

45 (b) Teachers may enroll in either an individual plan or a family plan. Effective July 1,
46 2002, or as soon thereafter as practicable, the District will provide healthcare coverage through the Plan,
47 as amended by the following endorsements which are more fully described in the Plan's Plan Document
48 and Summary Plan Description.
49

50 (1) Preferred provider option.
51

52 (2) Emergency room co-payment option.
53
54

(3) Office visit co-payment option.

(4) Prescription drug co-payment option.

§17.2 District contribution.

(a) Full-time teacher. Effective July 1, 1996, the District will pay ninety percent (90%) of the premium equivalent for both the individual plan and the family plan as selected by the teacher.

(b) Part-time employees (to be effective July 1, 1990). The District shall pay a percent of the premium equivalent for both the individual plan and the family plan, as selected by the teacher, equal to the percent of time that the teacher works provided, however, that the teacher's contribution shall not exceed fifty percent (50%).

(c) Teachers who are involuntarily reduced in the percent of time worked shall receive health insurance benefits as provided for in §17.2(a).

§17.3 Retirees.

(a) The cost of the premium equivalent rate for retirees shall be shared between the District and retirees according to the following schedule:

	DISTRICT	RETIREE
Individual Plan	50%	50%
Family Plan for retirees under age sixty-five (65)	50%	50%
Family Plan for retirees age sixty-five (65) or older	35%	65%

(b) The District shall pay the cost of a retiree's Medicare premium, and the retiree's share of the premium equivalent rate under the Plan shall be adjusted accordingly. If a retiree's share of the premium equivalent rate is less than the cost of the Medicare premium, no refunds shall be made. The provisions of this paragraph shall apply only to teachers who were employed prior to June 30, 1977.

§17.4 Teachers on leave. The District shall not make any payments to the Plan for teachers who are on an unpaid leave of absence. A teacher on such leave may continue to be covered by the Plan, provided that he remit the health care premium equivalent rate to the District.

§17.5 Plan Document and Administrative Manual. The Plan Document and the Administrative Manual are hereby incorporated by reference.

§17.6 Appealing claims. Any complaints under the Plan with respect to its interpretation or application must be processed through the Claim Appeal Procedure set forth in the Plan Document. If a complaint is not settled to a teacher's satisfaction, then within thirty (30) days of a written answer from the Plan Administrator, the Association may submit the issue directly to binding arbitration. The submission of a dispute to arbitration shall be before an arbitrator selected and acting pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Plan Administrator shall furnish the Association with all pertinent data related to the dispute, subject to the provisions of §17.8. The arbitrator's decision shall be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator shall be without authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The cost of the services of the arbitrator will be shared equally by the District and the Association.

§17.7 Confidentiality. All data obtained by the Plan Administrator with respect to claims shall be considered confidential and shall be made available to persons involved or connected with the

1 Plan strictly on a need-to-know basis, and such data shall be utilized for no other purpose than is
2 necessary for the administration of the Plan and the payment of claims. No data shall be released to a
3 third party without the express, written consent of the teacher affected. No health data obtained by the
4 Plan may be used to discipline or dismiss a teacher.

5
6 **§17.8 Continuation of coverage.** A teacher who leaves the employment of the District, or
7 a teacher whose services are terminated, shall be offered the right of conversion for health coverage,
8 regardless of insurability, at the full cost and expense of the teacher. If a former teacher of the District is
9 unable to obtain coverage, then the former teacher may continue to participate in the Plan at his own
10 expense, in which case the District may require proof of rejection of insurance. If a former teacher is
11 offered health insurance, including coverage for pre-existing conditions, but chooses not to purchase
12 same, the Plan shall not be obligated to provide coverage. The Plan will accept responsibility for the
13 coverage of a pre-existing condition until the conversion plan coverage for said condition shall apply. All
14 conversion rights that are extended to former teachers will also be extended to dependents.

15
16 **§17.9 Timely payment of claims.** A teacher who submits claims in accordance with the
17 procedures established by the Plan shall have said claims paid, to the extent of coverage provided, in a
18 timely manner, so that a teacher shall suffer no financial loss as a result of the slow payment of a claim.
19 A teacher shall be considered to have suffered no financial loss if a claim is paid within thirty (30) days of
20 receipt of the necessary data by the Plan Administrator.

21
22 **§17.10 Effective date of coverage.** For a new teacher, coverage under the Plan shall be
23 automatic and will become effective on the first day of the month following the month in which he
24 applies, unless the teacher declines coverage in writing. A waiver of health care coverage shall be filed in
25 the teacher's personnel file.

26
27 **§17.11 Payment in lieu of insurance.** A teacher eligible for health care coverage who
28 elects not to participate in the Plan shall receive a one thousand dollar (\$1,000) annual payment in lieu of
29 insurance, subject to the following conditions.

30
31 (a) The teacher must complete a waiver of health care coverage form provided by the
32 District.

33
34 (b) The teacher must supply the District with proof of health care coverage.

35
36 (c) The stipend shall be paid at the end of the school year in the form of a voucher, with
37 said payment to be in lieu of insurance.

38
39 (d) Teachers who terminate their services before the end of the school year shall have
40 their annual payment prorated.

41
42 (e) Teachers who re-enter the Plan once they have elected to receive the annual payment
43 shall have their payment prorated.

44
45 (f) Effective July 1, 1990 a part-time teacher shall receive a prorated payment.

46
47 **§17.12 Life insurance.** The estate of a teacher whose employment in the District is
48 terminated by death (except suicide) shall receive a cash sum payable as follows: Cash Sum Payable =
49 unused sick leave at death x .0025 x annual salary at death.
50
51

ARTICLE 18 - PERSONAL INJURY

§18.1 Absence due to injury or assault.

(a) If a teacher is absent from work due to injury or assault incurred in the actual course of his performance of assigned duties, and if the teacher qualifies for payments under the Workers' Compensation Law, he shall receive his full salary during the first six (6) months of absence from his employment. None of this time will be charged to sick leave. The amount of any weekly Workers' Compensation (salary) award made for temporary disability due to said injury will be paid to the District in full by the teacher.

(b) If the disability continues beyond six (6) months, the teacher shall be entitled to the full benefits of the sick leave provisions of the contract. The teacher will be entitled to the full benefit of any settlement award received as a result of said accident or assault, except for amounts that may be due the compensation carrier under the law. While the teacher is receiving sick leave benefits, he shall pay the District any weekly Workers' Compensation (salary) award received by him.

ARTICLE 19 - PAYROLL DEDUCTION

§19.1 Payroll deduction for tax-sheltered annuities. In accordance with §3109 of the Education Law, the District will make provisions for payroll deductions for qualifying tax-sheltered annuities.

§19.2 Payroll deduction for dues. The District shall deduct, from the salaries of teachers, dues set forth by the Association as said teachers individually authorize the Board to deduct in accordance with the law. Dues deductions will be made each pay period after receipt of authorization providing that said authorization is submitted to the District at least two (2) weeks prior to a payday. The District shall transmit the monies promptly to the Association. Teacher authorizations shall be in writing, on the form provided by the Association, in the amount stipulated by the Association. Teachers who wish to revoke their authorization shall do so by submitting written notification to both the District and the Association.

§19.3 Payroll deduction for credit union. The District shall deduct from the salaries of teachers requested deductions for the CCSD Federal Credit Union. The standard form shall be used.

§19.4 Payroll deduction for Christmas clubs, United Fund. In addition to §19.3, provision shall be made for payroll deduction for Christmas clubs and the United Fund upon receipt of proper authorization.

§19.5 Direct deposit. Teachers shall be given the option of having a direct deposit for their paycheck upon completion of the required authorization form for the bank or financial institution selected by the teacher.

§19.6 Pay period. Teachers shall have the option of selecting twenty-one (21) or twenty-six (26) pay periods. Once elected, the option may not be changed prior to the next school year. The election shall be made at least two (2) weeks prior to the first payday.

§19.7 Compensation options for extracurricular and coaching. Pay for extracurricular activities, coaching, proctoring, time-keeping, and in-service work shall be paid, at the teacher's option, by including said pay in the teacher's regular paycheck or in the regular bi-weekly check at the conclusion of the activity, upon submission of required reports.

ARTICLE 20 - SICK LEAVE

1
2
3 **§20.1 Allocation • accumulation.** Each full-time teacher shall receive eleven (11) days
4 with full pay for absences due to illness or injury each year. Unused sick leave days will accumulate to a
5 maximum of one hundred eighty-two (182) days.

6
7 **§20.2 Permitted usage.** Absences warranting sick leave are as follows:

8
9 (a) Personal illness.

10
11 (b) Doctor and dentist appointments. Appointments should be made during non-school
12 hours; however, necessary personal, medical, and dental appointments may be deducted from sick leave.

13
14 (c) Paternity leave for male teacher. One (1) day per year of sick leave may be used by a
15 male teacher on the occasion of the birth of his child. Under this provision, adoption shall be considered
16 to be a birth.

17
18 (d) Immediate family. Up to a maximum of eleven (11) days of sick leave may be used
19 in any one year for illness in the teacher's immediate family. For purposes of this provision, "immediate
20 family" is defined as spouse, child, parents, parents-in-law, or grandparents.

21
22 **§20.3 Reporting absences.** Each time a claim is made for sick leave pay, the District's
23 form, EMPLOYEE ABSENCE REPORT, shall be made promptly on return to duty. The form will be
24 signed by the teacher and the building Principal and forwarded to the business office with the next
25 payroll. A certificate of absence, properly signed, shall be required in all cases of absences for which sick
26 leave benefits are claimed.

27
28 **§20.4 Physician's statement.** When an absence is twenty (20) or more consecutive days or
29 in any specific instance when it seems advisable, a teacher may be required to present a physician's
30 statement of health to the Superintendent's office before returning to service.

31
32 **§20.5 Annual statement.** A statement of accumulated sick leave shall be provided to each
33 teacher at the beginning of each school year.

34
35 **§20.6 Salary deductions.** For absences beyond the authorized number of days granted as
36 sick leave, deductions will be taken from the final paycheck as follows.

37
38 (a) Deduct one two-hundredth (1/200) of the basic annual salary for each excessive day's
39 absence.

40
41 (b) For a teacher of less than a full year, deduct a rate of substitute pay for each
42 excessive day's absence not to exceed one two-hundredth (1/200) of that teacher's annual salary.

ARTICLE 21 - SICK LEAVE BANK

43
44
45 **§21.1 Purpose.**

46
47
48 (a) For the benefit of all teachers of the District, a sick leave bank will be established.
49 The purpose of the bank is to protect the teachers from loss of income because of illness or injury during
50 their employment by the District.

51
52 (b) The sole purpose of the sick leave bank is to provide additional sick days to teachers
53 whose sick leave and personal leave have been exhausted.
54

(c) The days in the bank will be teacher donated. If the number of days in reserve in the bank is five hundred fifty (550) or more, no contributions will be made except by new employees. If the days in reserve fall below five hundred fifty (550), each member of the bank will donate a minimum of one (1) and a maximum of three (3) days in September of the next school year.

(d) The sick leave bank will be administered according to the rules of procedure specified herein.

§21.2 Membership.

(a) Membership is open to all teachers, assistants and any others included in this Agreement.

(b) All new employees will automatically be members of the sick leave bank and have one (1) day deducted from their first year's sick leave allotment.

(c) To be eligible for sick leave bank utilization, a teacher must have been employed by the District at least sixty (60) school days, which shall include holidays and vacation breaks. The teacher must have exhausted his accumulated sick leave and personal leave.

(d) Membership will continue from year-to-year without the necessity of filling out a new form.

(e) Days donated are non-refundable.

§21.3 Applying for days.

(a) Application for sick leave bank days will be made to the chairman of the Sick Leave Bank Committee on the application form provided by the District.

(b) When applying to borrow from the sick leave bank, the teacher must submit a statement of need from a doctor of medicine, a psychologist, a dentist, an osteopath, a podiatrist, or a chiropractor, only to the extent that they render services within the scope of their licensed specialty.

(c) Benefits will be granted for personal illness, accident, or injury only.

§21.4 Committee composition • regulations.

(a) The sick leave bank shall be administered by a joint committee consisting of four (4) members. Two (2) of the members shall be appointed by the Association and two (2) by the Superintendent. The Sick Leave Bank Committee shall develop its own rules of procedure, forms for donation of and application for days, and shall elect its own chairperson.

(b) A vote of the majority of the Sick Leave Bank Committee is necessary to approve an application for a grant.

(c) The sick leave bank committee may allow benefits up to the number of days requested by a member. No benefits will be granted for a cumulative period of more than two hundred (200) days. In extraordinary circumstances, should a member exceed the two hundred (200) day lifetime limit as set forth above, the sick leave bank committee may allot additional days.

(d) A teacher receiving a grant from the sick leave bank will not have to pay back the days.

(e) All applicable sections will be prorated for part-time teachers, according to §5.2 of the Agreement.

ARTICLE 22 - PERSONAL LEAVE

§22.1 Allocation • accumulation. Each teacher shall be eligible to receive two (2) days of personal leave each year. Unused personal days will be added to the teacher's sick leave accumulation at the end of each school year.

§22.2 Procedure. Except for emergency cases, a request for absence is to be in writing forty-eight (48) hours in advance. Prior approval is to be obtained from the building Principal or Superintendent. As long as the day requested does not come immediately before or after a vacation or holiday, the Principal will not require reasons, but will base his decisions on staffing requirements. A personal leave requested for the day before or the day after a vacation or holiday may be granted by the Principal or Superintendent; this request must clearly state an adequate non-vacation reason for the request. Time permitting, a Principal's denial may be appealed to the Superintendent.

ARTICLE 23 - UNPAID LEAVE

§23.1 Application. The Board may, at its discretion, grant unpaid leaves of absence in cases in which the Board determines that such a leave will be in the best interests of the teacher and the District.

§23.2 Return from leave. Upon receiving a written request to the Superintendent prior to February 5, the District shall re-employ a teacher who has been on an approved leave of absence. Upon failure to receive a written request prior to February 5, the Superintendent shall fill the vacancy from a list of new candidates. Every effort shall be made to re-employ in the position vacated; however, since all teachers are subject to transfer, a teacher returning from a leave of absence shall recognize that assignment shall be made in the best interest of the District.

§23.3 Salary credit. Position on the salary schedule shall be maintained, except that teaching experience credit shall be subject to established regulations and shall only be given for the following: Military service, sabbatical leave, and exchange-teacher assignment.

§23.4 Unpaid leave at the end of the school year.

(a) A teacher will be granted permission to leave up to five (5) days before the end of the semester to attend an accredited school.

(b) One two-hundredth (1/200) will be deducted from his salary for each day of absence.

(c) A request to leave school prior to the regular school year shall be submitted by May 1.

(d) The teacher must be a matriculated student at a regular summer school that commences prior to the end of the regular school year.

(e) The graduate course work to be taken must be in the same subject area that the teacher teaches.

(f) The teacher shall have completed all year-end responsibilities and obligations to the District.

(g) The District shall not incur additional expense resulting from the granting of this request.

ARTICLE 24 - BEREAVEMENT LEAVE

§24.1 Death in immediate family • immediate family defined. A teacher shall be granted five (5) days bereavement leave for a death in the immediate family. The term "immediate family" means a spouse, parent, or child. Three (3) days' bereavement leave will be granted in the event of the death of a sister, brother, grandparent, grandchild, mother-in-law, or father-in-law. The bereavement granted will not be deducted from sick leave or any other leave. The three or five days must be taken within ten (10) school days after the death.

§24.2 Death of a friend. A teacher shall be granted one (1) day bereavement leave for the death of a friend to attend his funeral. Maximum of two (2) days per year.

ARTICLE 25 - JURY DUTY AND COURT APPEARANCES

§25.1 Jury duty • court appearances.

(a) The Board and the Association recognize that every teacher, as a citizen, has a responsibility to serve on jury duty. In cases when a teacher is "called for jury duty," he shall notify his supervisor immediately. The Board will then grant jury leave for the duration of that teacher's responsibilities to the court. Any daily rate paid to a teacher for jury duty services shall be paid over to the District by the teacher involved. In return, the teacher will receive his regular pay and benefits during the time he serves.

(b) The Board and the Association also recognize that days taken by a teacher as a subpoenaed witness shall be granted automatically and shall not result in reduction of personal days and pay.

ARTICLE 26 - PARENTAL LEAVE

§26.1 Maternity leave.

(a) A pregnant teacher may take an unpaid leave of absence with said leave not to exceed one (1) year. The teacher may apply for an extension of the leave not to exceed one (1) additional year.

(b) In an effort to provide for continuity of instruction, a teacher who desires to take a maternity leave should notify her building Principal of the inclusive dates for the requested leave at least four (4) months prior to the commencement of her leave date. The parties recognize that such things as changed delivery dates, pregnancy complications, miscarriages, etc., can affect a teacher's plans. Therefore, the teacher may, at her option, change the effective date of the leave, or rescind the leave, at any time up to the effective date of the leave.

(c) A teacher on maternity leave and returning from said leave prior to its expiration will make every effort to give the District at least thirty (30) days prior notice.

(d) A pregnant teacher may not return to work within two (2) months following the termination of her pregnancy unless she provides the District with a certification form from her attending physician certifying that she is not disabled from carrying on the normal duties of her position.

§26.2 Paternity leave. In the event of serious illness or death of the mother, the father may obtain an unpaid parental leave for up to one (1) year.

1 **§26.3 Adoption leave.** A teacher who adopts a child or who, as a condition for adoption,
2 needs an unpaid leave shall be entitled to an unpaid leave to the same extent as a teacher who gives birth
3 to a child.
4

5 **ARTICLE 27 - HEALTH LEAVE**

6
7 **§27.1 Purpose.** Whenever a teacher is absent from school for an extended illness, such
8 teacher may apply for an unpaid leave of absence and shall be granted such leave provided the teacher's
9 personal physician certifies to the Superintendent that the health of the teacher is such that he is unable to
10 perform his regularly assigned duties. Such leave will be granted by the Board to the end of the school
11 year and may be extended by the Board for an additional one (1) year period. Prior to returning to work,
12 the teacher shall provide the District with a certificate from his attending physician certifying that the
13 teacher is able to resume his teaching duties. The District may require that the teacher be examined by
14 the District's physician or a specialist selected by the District and be certified by such physician as being
15 able to resume teaching duties.
16

17 **ARTICLE 28 - SABBATICAL LEAVE**

18
19 **§28.1 Objective.** In keeping with the ideas and aims of the Board for the children in the
20 District, a sabbatical leave may be made available to the teachers for the purpose of enriching the
21 curriculum program of the District.
22

23 **§28.2 Purpose • compensation.**

24
25 (a) Sabbatical leave may be allowed for approved travel or study for a period of time of
26 one (1) year with one-half (1/2) pay or one-half (1/2) year at full pay.
27

28 (b) A summer sabbatical leave may be made available for approved travel or study for a
29 period of time of: Three (3) summer sessions of eight (8) weeks per session at one-ninth (1/9) of the
30 current salary per session; or four (4) summer sessions of six (6) weeks per session at one-ninth (1/9) of
31 the current salary per session.
32

33 **§28.3 Granting or denial.** The granting or denial of a sabbatical leave shall be at the
34 discretion of the Board.
35

36 **§28.4 Conditions.**

37
38 (a) To be eligible, a teacher must be permanently certified and have seven (7) or more
39 years of experience in the District.
40

41 (b) No more than three percent (3%) of the total number of teachers will be granted a
42 sabbatical leave in any one (1) year.
43

44 (c) Teachers taking sabbatical leave will be legally bound either to teach two (2)
45 subsequent school years (September through June) in the District, except for uncontrollable causes, or to
46 repay to the District the full amount of salary received during the sabbatical leave. Any teacher taking a
47 summer sabbatical leave will be bound either to teach in the District for one (1) year following each
48 summer of that leave or to reimburse the District for all monies received.
49

50 **§28.5 Salary placement upon return.** The salary step for sabbatical leave will be the
51 same as if the teacher were present in the District. The time of sabbatical leave will be considered a time
52 of service in the District.
53
54

§28.6 Application.

(a) Applications for sabbatical leaves must be submitted to the Superintendent by February 1 of the school year prior to the year in which the leave is to be effective. He will in turn forward the application along with administrative recommendations to the Board by February 15. February 1 application for summer sabbatical need only include notification of intent. Applicants will be allowed until March 30 to finalize summer programs.

(b) Applications for sabbatical leave will be in letter form and must include a plan of time utilization incorporating one or more of the following: (1) a statement of acceptance for advanced study at an approved teacher preparatory institution, or (2) a statement of acceptance for advanced study in the teacher's major field of teaching at an accredited college or university, or (3) detailed plans for travel and/or work experience that will contribute directly to the teacher's teaching effectiveness, or (4) an outline of an individual research or writing project along with details of any assistance available or tentative arrangements for publication.

(c) No verbal applications will be accepted.

(d) Administrative recommendations to the Board will be based on: (1) value of proposed study or travel and (2) seniority in service.

ARTICLE 29 - MAINTENANCE OF STANDARDS

§29.1 Standards maintained. The District agrees to maintain the physical conditions and equipment necessary for a teacher to perform his teaching obligations at a standard that is not less than that which is in effect at the time this Agreement is executed, except where prohibited by law.

§29.2 Maintenance service. A teacher who requests maintenance service for repair or replacement of equipment or physical facilities shall use the following procedure.

(a) Submit a written work order to the building Principal.

(b) Receive from the building Principal a copy of the work order signed and completed.

ARTICLE 30 - PROFESSIONAL GROWTH

§30.1 Opportunity for professional growth. The Superintendent shall, within the limitations of available staff, permit teachers to take advantage of opportunities for professional growth such as released time and leaves of absence without pay for travel and study, visits to other classrooms and other schools, and membership on local, state, and national committees.

§30.2 Attendance at meetings and conferences.

(a) It shall be the Board's policy to permit teachers to attend professional meetings and conferences when the results will be of value to the teacher and the District, and when budget limits permit.

(b) Prior approval shall be secured from the office of the Superintendent for any travel within the State of New York. Prior approval shall be secured from the Board for all out-of-state travel.

(c) A teacher shall be eligible to attend meetings and conferences whenever he is an officer of the organization holding the meeting, a person taking a significant part in the program of the scheduled meeting, or an official representative. This article shall not be interpreted to provide paid leave for a teacher to attend Association conventions or conferences.

1 **§30.3 Compensation.** A teacher shall be granted an excused absence that stipulates no
2 salary deduction except that, when the teacher receives remuneration for services rendered, the District
3 shall deduct that amount from his salary.

4
5 **§30.4 Conference expenses.** The Board will reimburse teachers for approved expenses for
6 professional workshops and conferences within the limits of each area's or department's budgets for
7 conferences.

8
9 **§30.5 Exchange teacher.**

10
11 (a) A tenured teacher shall submit to the Superintendent the location and nature of the
12 exchange assignment that he wishes to occupy during the exchange year. The teacher shall also submit
13 the visiting teacher's resume, or sufficient information regarding the visiting teacher for the
14 Superintendent to determine that said teacher is certified or eligible for certification by the New York
15 State Education Department as an exchange teacher and to determine his qualifications to teach in the
16 position left vacant by the applying teacher.

17
18 (b) Assignment as an exchange teacher shall be made upon recommendation by the
19 Superintendent and approval of the Board. Said assignment shall be for one (1) year, although the teacher
20 may apply for a second year upon showing of unusual circumstances to justify said second year of
21 assignment.

22
23 (c) A teacher on an exchange assignment shall continue as an employee of the District
24 and will receive salary and fringe benefits pursuant to the contract with the Association at the time. The
25 District will have no financial obligation or obligation in regard to salary or fringe benefits to the visiting
26 teacher. The teacher assigned to an exchange position will continue to gain seniority and other rights in
27 the District. The visiting teacher will not acquire any seniority or tenure rights in the District.

28 29 **ARTICLE 31 - TEACHER/ADMINISTRATIVE LIAISON**

30
31 **§31.1 Meetings.**

32
33 (a) The Association's building representative and building Principal shall meet once
34 every two (2) weeks if requested by either party during the school year to review and discuss local school
35 problems and practices.

36
37 (b) Once a year, the teacher representatives from each building and building Principals
38 will meet in a joint meeting to assess the common goals and problems of the District and to review long
39 term plans and the educational philosophy of the District. This committee will publish the
40 recommendations it has determined as a result of this meeting. The recommendations will be presented to
41 the Board and to the Association.

42
43 **§31.2 Procedure • recommendation • minutes.** The committee will establish its own
44 rules of procedure. Recommendations may, at the discretion of the committee, be presented to the
45 Superintendent and the Board if given reasonable notice. Copies of the minutes in written form shall be
46 given to the Association, the Superintendent, and the Board.

47 48 **ARTICLE 32 - GRIEVANCE PROCEDURE**

49
50 **§32.1 Purpose.** It is the purpose of this procedure to secure, at the lowest possible
51 administrative level, equitable solutions to alleged grievances of teachers through procedures under which
52 they may present grievances free from coercion, interference, restraint, discrimination, or reprisal.

53
54

1 **§32.2 Definitions.**

2
3 (a) A "grievance" is a claim by any teacher or group of teachers that there is a violation,
4 misinterpretation, or misapplication of this Agreement.

5
6 (b) "Building Principal" shall mean the person who is in charge of an instructional area,
7 including a particular building or buildings belonging to the District, as he may have been heretofore or
8 may hereafter be appointed by the Board.

9
10 (c) "Superintendent" shall mean the person who is in charge of all school operations, as
11 he has been heretofore or may hereafter be appointed by the Board.

12
13 (d) "Board" shall mean the duly elected members of the Board of Education of the
14 Odessa-Montour Central School District.

15
16 (e) "Association" shall mean the Odessa-Montour Teachers Association.

17
18 **§32.3 Procedures.**

19
20 (a) All grievances shall include the name and position of the aggrieved party, the identity
21 of the provision of law, the specific clause of this Agreement contested in said grievance, the time when
22 and the place where the alleged events or conditions constituting the grievance existed, and the identify of
23 the party responsible for causing the said events or conditions, if known to the aggrieved party.

24
25 (b) Except for informal decisions at Stage 1, all decisions shall be rendered in writing at
26 each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons
27 therefor. A copy of each decision shall be promptly transmitted to the teacher and the Association.

28
29 (c) If a grievance affects a group of teachers and appears to be associated with system-
30 wide policies, it may be submitted by the Association directly at Stage 2.

31
32 (d) A teacher may be represented by another person at all stages but must be present at
33 any hearing.

34
35 (e) The Board and the Association agree to facilitate any investigation which may be
36 required and to make available any and all material and relevant documents, communications, and records
37 concerning the alleged grievance.

38
39 (f) An aggrieved party and any party in interest shall have the right, at all stages of a
40 grievance, to confront and cross-examine all witnesses called against him, to testify and to call witnesses
41 on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and
42 every stage of this grievance procedure.

43
44 (g) No interference, coercion, restraint, discrimination, or reprisal of any kind will be
45 taken by the Board, or by any member of Administration, or by the Association against the aggrieved
46 party, any party in interest, any representative, or any member of the Grievance Committee, any other
47 participant in the grievance procedure, or any other person, by reason of such grievance or participation
48 therein.

49
50 (h) All documents, communications, and records dealing with the processing of a
51 grievance shall be filed separately from the personnel files of the participants.

52
53 (i) Nothing contained herein will be construed as limiting the right of any teacher having
54 a grievance to discuss the matter informally without intervention of the Association; provided the

adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity, by written notice, to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustments shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

(j) The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1, and all written decisions at all stages. Official minutes of all procedures in Stages 2, 3 and 4 shall be kept with expenses equally shared. The aggrieved party and the Association Grievance Committee shall, within three (3) school days following receipt of the minutes, advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become part of the Official Grievance Report, and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and copying by the aggrieved party, the Grievance Committee, and the Board but shall not be deemed a public record.

(k) Arrangements will be made to allow the Grievance Committee Chairperson to be available to attend meetings during the school day whenever such meetings are required by the District.

§32.4 Time limits.

(a) The time limits specified for either party may be extended only by mutual agreement.

(b) No written grievance will be entertained except as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty (20) school days after the teacher knew of the act or condition on which the grievance is based.

(c) If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

(d) In the event a response is not given to the aggrieved party within the time limit specified, the grievance may be taken to the next stage.

(e) In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the work year or as soon thereafter as possible.

§32.5 Stage 1.

(a) A teacher having a grievance will discuss it with the appropriate building Principal, whether directly or through a representative, with the objective of resolving the matter informally.

(b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the building Principal. Within five (5) school days after the written grievance is submitted to him, the building Principal shall render a decision in writing and transmit a copy thereof to the teacher and to the Association.

§32.6 Stage 2.

(a) If the grievant or the Association is not satisfied with the Stage 1 response, a written appeal of the Stage 1 decision may be filed with the Superintendent within five (5) school days.

1 (b) Within five (5) school days of receipt of the appeal, the Superintendent shall hold a
2 hearing with the grievant, his representative, and all other parties in interest.
3

4 (c) The Superintendent shall render a decision in writing within five (5) school days and
5 transmit a copy thereof to the grievant, his representative, and the Association.
6

7 **§32.7 Stage 3.**
8

9 (a) If the teacher or the Association is not satisfied with the decision at the conclusion of
10 Stage 2, an appeal may be filed in writing with the Board within seven (7) days after receipt of the
11 decision at Stage 2.
12

13 (b) Within five (5) school days after receipt of the appeal, the Board shall hold a hearing
14 with the grievant or his representative.
15

16 (c) The Board shall, within five (5) days following the next Board meeting, render a
17 decision in writing, and a copy thereof shall be transmitted to the teacher and his representative.
18

19 **§32.8 Stage 4.**
20

21 (a) If the Association is not satisfied with the Stage 3 reply, it may submit the grievance
22 to arbitration by filing a notice for arbitration with the District within fifteen (15) school days of receipt of
23 the Stage 3 decision.
24

25 (b) The Association will file a notice with the American Arbitration Association for
26 selection of an arbitrator who shall be selected according to the rules of the American Arbitration
27 Association.
28

29 (c) The parties will then be bound by the rules and procedures of the American
30 Arbitration Association.
31

32 (d) The arbitrator shall have no power or authority to make any decision that requires the
33 commission of an act prohibited by law or which is violative of the terms of this Agreement.
34

35 (e) The decision of the arbitrator shall be final and binding upon all parties.
36

37 (f) The cost of the services of the arbitrator will be borne equally by the Board and the
38 Association.
39

40 **§32.9 Alternative to 3020-a Procedure.**
41

42 (a) A tenured teacher against whom charges have been filed pursuant to §3020-a of the
43 Education Law, may waive his rights to a 3020-a procedural hearing and choose a hearing in accordance
44 with the American Arbitration Association's expedited labor arbitration rules, except as modified herein.
45

46 (b) A teacher who elects this forum rather than a 3020-a proceeding shall waive all rights
47 to proceed in any other forum.
48

49 (c) In the event that a teacher is suspended pending the determination of this proceeding,
50 the suspension shall be with pay, unless it is recognized under New York State law that the suspension
51 may be without pay. No right to salary has been waived by this provision, nor has the District waived the
52 right to suspend, provided that the suspension is consistent with the Education Law.
53

1 (d) The arbitrator for the American Arbitration Association's expedited arbitration
2 procedure shall be selected from among the following five (5) arbitrators: Maurice Benewitz, Eugene
3 Crowley, James Gross, Thomas Rinaldo, and Martin Scheinman. To obtain an arbitrator, the parties shall
4 request that the American Arbitration Association return to the parties a listing containing the above
5 specified arbitrators. Upon receipt of the list from the American Arbitration Association, the parties shall
6 meet and mutually agree upon the choice of an arbitrator. If the parties cannot agree, they shall
7 alternatively strike names from the listing until an arbitrator is selected. The party to strike the first name
8 shall be determined by a coin toss.

9
10 (e) The mutually-chosen arbitrator shall hold a hearing within twenty (20) days of
11 notification and shall render a decision within five (5) business days from the closing date of the hearing.
12 If the arbitrator selected is unable to meet within the twenty (20) day limit, the parties shall meet to select
13 another arbitrator as per the above stated process.

14
15 (f) The selected arbitrator shall have all power and authority granted to the panel
16 pursuant to §3020-a of the Education Law, and his decision shall be final subject only to review in
17 accordance with Article 75 of the Civil Practice Law and Rules.

18
19 (g) A teacher who elects this forum shall be entitled to exercise all procedural rights
20 granted to him under Education Law 3020-a.

21
22 **§32.10 Scheduling of hearing.** Both parties shall make every effort to have arbitration
23 hearings scheduled outside the regular school hours. If an arbitration hearing is scheduled during the
24 school day, the grievant, Association Chairperson, and any witnesses shall be excused to attend the
25 hearing without loss of leave or pay.

26
27 **§32.11 Grievance form.** A copy of the grievance form is contained in Appendix D.

28 29 **ARTICLE 33 - SALARY**

30 31 **§33.1 Salary and bylaws.**

32
33 (a) For the 2001-2002 and 2002-2003 fiscal years, each teacher will be placed on step on
34 the applicable salary schedule (Appendix A) in accordance with the number of years of teaching
35 experience and educational background recognized by the District and will be paid accordingly. In
36 placing teachers on the appropriate salary schedule, the column labeled "years of experience" will
37 represent each teacher's years of teaching experience as credited by the District. For the 2002-2003
38 school year, there are two (2) salary schedules (Appendix A), one effective July 1, 2002 and the other to
39 become effective February 1, 2003.

40
41 (b) Each teacher who has an earned master's degree shall receive an additional seven
42 hundred fifty dollars (\$750) in the 2001-2002 school year and nine hundred dollars (\$900) in the 2002-
43 2003 school year.

44
45 (c) Prior approval of graduate hours in order to receive salary credit is not necessary
46 when following a college prescribed master's or doctor's program that is a program in education or in the
47 teacher's subject area. A teacher in a program that does not require prior approval shall notify the District
48 upon enrolling that he is taking such a course. All other graduate or in-service hours for which salary
49 credit is desired shall be submitted to the Superintendent for prior approval. The District shall provide
50 request forms for this purpose. In general, all courses shall be approved if found to be of value to the
51 teacher and the District. In order to receive credit for a master's degree or for academic hours of credit
52 earned, teachers must report them to the District no later than October 1.
53

(d) Graduate work or a master's degree which qualifies a teacher for a higher step on the salary schedule must be reported before September 14 for a salary adjustment effective September 1 and before March 1 for a salary adjustment effective February 1. If the course work or master's degree is not reported by March 1, additional compensation for earned hours or a master's degree will be deferred until the following year. When a teacher neglects to submit the request for graduate hour pay or pay for a master's degree on a timely basis, §33.1 (c), the District will not make a retroactive salary adjustment.

(e) Graduate hours beyond sixty (60) must have prior approval from the Superintendent and will be paid at sixty-eight dollars (\$68) per hour in blocks of six (6) in 2001-2002 and seventy dollars (\$70) per hour in blocks of six (6) in 2002-2003. No reasons for disapproval need be given. In general, courses will be approved that are clearly aimed at improving general pedagogy or methodology.

(f) All teachers who work beyond the teacher work year shall be paid one two-hundredths (1/200) of their regular salary for each extra day worked.

(g) High school guidance counselors shall be paid one hundred ten percent (110%) of the regular teacher's pay schedule for their work during the school year.

(h) In the event that a teacher's hiring date is such that he begins work after the first day of the school year, his salary will be determined by dividing the annual salary by two hundred (200) and multiplying the result by the number of the workdays remaining in the school year.

(i) In the event that the District instructs a teacher to physically move to a different classroom, the District shall pay fifteen dollars (\$15) per hour for up to ten (10) hours of move time spent by the teacher or the District shall provide two (2) days of release time for the teacher to effect the move.

§33.2 Long term substitute.

(a) For purposes of this Agreement, the term "long term substitute" shall mean a person who is hired to fill a specific vacancy that is anticipated to exceed sixty (60) days at the time of hiring, in place of a teacher who is on an extended leave of absence but who is expected to return. In the event that it becomes evident that a short term leave will be extended beyond a total duration of sixty (60) days, the position shall be filled by a long term substitute at that time.

(b) Long term substitutes shall receive all benefits and shall be subject to all benefits and terms and conditions of employment contained in this Agreement.

(c) In the event that a position within the District for which a long term substitute has been hired becomes vacant, the substitute may apply for the position. If the substitute applies for the position, he shall be considered along with any other applicants.

(d) Any substitute working twenty (20) school days or more for the same absent teacher shall be placed on the salary schedule retroactive to the first day the substitute began working for the absent teacher.

§33.3 Salary placement after an unpaid leave. A teacher who, because of an unpaid leave of absence, does not work at least ninety (90) days, or one (1) semester, in any school year shall not receive service credit on the salary schedule for the year in which the unpaid leave is taken. A teacher who works ninety (90) days or more, or one (1) semester, in any school year shall receive service credit on the salary schedule for working all year even though he has been absent from school during a portion of the year because of an unpaid leave of absence. A teacher who is absent and uses sick leave or one who is on sabbatical leave shall receive salary credit for the year. A teacher new to the District must work ninety (90) days or more, or one (1) semester, in order to receive service credit on the salary schedule.

1 **§33.4 IRS Section 125.** Effective January 1, 1990, or as soon thereafter as possible, the
 2 District will establish through a third party administrator a qualified IRS Section 125 account available
 3 for each teacher. The establishment of the account shall be subject to the following conditions.
 4

5 (a) The account will only be established if and when a sufficient number of teachers
 6 elect to participate in accordance with the rules and regulations set forth by the IRS and the TPA selected.
 7

8 (b) The TPA selected shall be mutually agreed to by the Association and the District and
 9 shall be specified herein.
 10

11 (c) The qualified uses for the funds shall be specified herein.
 12

13 (d) Effective with the implementation of the endorsements to the Health Care Plan, the
 14 District shall contribute annually three hundred dollars (\$300) on each teacher's benefit into an IRS
 15 Section 125 Flexible Benefit Account beginning on September 1, 2002 for that teacher. No teacher on an
 16 unpaid leave of absence shall be entitled to the contribution.
 17

18 (e) Teachers may elect to contribute additional funds beyond the District contribution
 19 into the existing qualified IRS Section 125 account.
 20

21 (f) Effective July 1, 2002, the Plan will be amended to provide for a "negative election"
 22 for the teachers' contributions to the premium equivalent for the Health Care Plan.
 23

24 (g) The cost of the administration of the fund shall be the responsibility of the teachers
 25 participating in this account.
 26

27 **ARTICLE 34 - RETIREMENT INCENTIVE**

28
 29 **§34.1 Salary payment.** A teacher who retires and meets the eligibility requirements set
 30 forth in this article shall be paid a lump sum of twenty thousand dollars (\$20,000), plus an amount equal
 31 to the teacher's accumulated sick leave, not to exceed one hundred eighty-two (182) days, multiplied by
 32 the applicable rates set forth in paragraphs (a) and (b) of this section. For the purpose of computing
 33 accumulated sick leave days, a teacher's allocation shall be prorated in the year in which he retires at the
 34 rate of 1.1 sick leave days for each month or part thereof that he works. The District shall report this
 35 retirement incentive payment as earnings for the last school year worked by the teacher. Payment shall be
 36 made to the teacher on the first payday after the last day he provides services to the District. All
 37 appropriate deductions shall be made.
 38

39 (a) For those unused sick leave days accumulated before July 1, 1992, the District shall
 40 provide payment based upon the rate of thirty dollars (\$30) per day.
 41

42 (b) For those unused sick leave days accumulated from July 1, 1992, the District shall
 43 provide a payment of forty dollars (\$40) for each day.
 44

45 (c) If an employee, because of an extended illness, needs to use those sick leave days
 46 accumulated prior to July 1, 1992, the District will allow the employee to replenish those accumulated
 47 days available prior to July 1, 1992, from days earned and accumulated after July 1, 1992. Sections 34.1
 48 (a) and (b) will still apply. In other words, an employee does not receive forty (\$40) per day until he
 49 surpasses the number of unused sick leave days accumulated as of June 30, 1992.
 50

51 **§34.2 Eligibility requirements.** In order to be eligible for this benefit, a teacher must meet
 52 the following requirements.
 53

54 (a) Have worked in the District at least ten (10) years; and,
 55

(b) Retire during the school year he becomes first eligible (with or without penalty) under the rules and regulations of the New York State Teachers' Retirement System; and,

(c) Provide the District with a letter of resignation for the purpose of retirement no later than March first in the school year immediately preceding the year in which the teacher is first eligible; and,

(d) A member may withdraw a letter that has been acted upon by the board under the following circumstances.

- (1) Documented financial crisis.
- (2) Death in the immediate family as defined in §24.1 of the Agreement.
- (3) Serious family illness resulting in significant changes in anticipated retirement plans.
- (4) Divorce or legal separation.

(e) In the case of the teacher who is first eligible during the months of July and August, he must retire prior to September first.

§34.3 Waiver of benefit. An employee who is past his first eligible date and who elects not to utilize this benefit shall waive any future claims to entitlement of this incentive.

§34.4 Deferring incentive. At the retiree's option, he may elect to defer receipt of any portion of the retirement incentive with such deferred funds to be added to the District's contribution (§34.1) to pay for the health insurance premium equivalent after retirement.

ARTICLE 35 - ADDITIONAL COMPENSATION

§35.1 Department Heads and Grade Level Coordinators.

(a) Schedules for Department Heads and Grade Level Coordinators shall be worked out with Administration to allow working with teachers in their departments and observation of them in their classes. The responsibilities of Department Heads shall be reviewed periodically by the Administrator, Department Heads and the Association.

(b) Department Heads and Grade Level Coordinators shall not be used to evaluate the performance of teachers.

(c) The salaries for Department Heads and Grade Level Coordinators are set forth in Appendix C.

(d) A job description for Department Heads and Grade Level Coordinators will be provided by the District with input from the Association.

§35.2 Proctoring (including ticket takers).

(a) Regular proctors' salaries are set forth in Appendix C. Proctoring assignments for athletic events shall be given to teacher volunteers. If, for the athletic events, there are not enough volunteer proctors for these events, the secondary Principal shall fill positions with the use of a number selection system. Any exchanges or other arrangements must be approved in advance of the event by the building Principals. If a suitable replacement can be found, the proctor may be excused. Any other

1 proctoring duties shall be assigned as per present arrangements with the salary to be the same as specified
2 in §35.2(a).
3

4 (b) The head proctor's salary is set forth in Appendix C. The head proctor will be
5 responsible for assigning and supervising the proctors at athletic events, as directed by the Principal.
6

7 **§35.3 Extracurricular activities.**
8

9 (a) A regular classroom teaching assignment may include the handling of related
10 activities such as cafeteria, bus, and playground duty. In addition, each teacher shall be subject to
11 assignment by the building Principal to supervision of other activities in the school such as holiday
12 programs and Open House.
13

14 (b) Certain extracurricular activities, particularly in the high school, carry heavy
15 responsibilities and require considerable time. The District shall, therefore, compensate teachers so
16 assigned in accordance with the following policies: (1) Special assignments for which additional
17 compensation is given shall be limited when possible to two (2) activities per year; (2) care shall be
18 exercised by the building Principal to distribute the activity assignments so that no teacher will be
19 carrying more than one (1) extra assignment or responsibility at a time; and (3) extracurricular salaries
20 shall be for those extracurricular activities which require time beyond the regular teacher workday. Any
21 exceptions to this policy shall require approval by the Board.
22

23 (c) Extracurricular salaries are set forth in Appendix C. If any activity listed on the
24 schedule is discontinued, there shall be no obligation to pay the advisor's salary.
25

26 (d) A job description for extracurricular advisors will be provided by the District with
27 input from the Association.
28

29 **§35.4 Coaching.**
30

31 (a) Coaching salaries are set forth in Appendix B. If any sport listed on the schedule is
32 discontinued, there shall be no obligation to pay the coach's salary.
33

34 (b) A coach shall be permitted up to five (5) absences for illness per season without loss
35 of stipend.
36

37 (c) In the case of an extended illness during a season, a substitute coach shall be hired
38 after the five (5) days of absence. The substitute shall be hired for the remainder of the season with the
39 understanding that if the coach returns prior to the end of the season, he shall be reinstated to the position.
40 If the coach does return, his stipend shall be prorated.
41

42 (d) A substitute coach shall be paid on a prorated basis for the particular sport if he is a
43 teacher.
44

45 (e) In the case of a temporary absence of an incumbent coach, the Director of Athletics
46 may, at his discretion, recommend to the Principal that a substitute coach be hired. In such a case, the
47 substitute coach will be hired according to this procedure: (1) The first day a coach is absent, substitute
48 coach pay will not be allocated; and (2) if the incumbent coach is absent for a second, consecutive day,
49 the Director of Athletics may recommend a substitute coach and will verify the substitute coach's
50 compensation in accordance with Appendix B of this Agreement, as the same shall be applicable to the
51 individual substitute coach.
52

53 (f) If an incumbent coach's absence occurs on a practice day or game day involving a
54 regularly-scheduled meet or playoff event, the Director of Athletics may seek special permission from the

Principal for the employment of a substitute coach effective from the first day of absence of the incumbent coach.

§35.5 Mileage reimbursement. A teacher required to drive a private vehicle on school business shall be paid not less than the highest rate paid to other employees, paid semiannually, provided that such travel is approved in advance by the building Principal or, if appropriate, the Superintendent.

§35.6 Credit for unused sick leave. A teacher shall receive a lump sum salary payment for unused sick leave days when he leaves the employment of the District, provided, however, that a teacher who is eligible for and elects to receive the retirement incentive set forth in Article 34 of this agreement shall not be eligible for this benefit. The payment shall equal a teacher's accumulated sick leave, not to exceed one hundred eighty-two (182) days, multiplied by the applicable rates set forth in paragraphs (a) and (b) of this section. For the purpose of computing accumulated sick leave days, a teacher's allocation shall be prorated in the year in which he leaves the employment of the District at the rate of 1.1 sick leave days for each month or part thereof that he works. The payment shall be made within thirty (30) days of the effective date of a teacher's last day of service with the District.

(a) For those unused sick leave days accumulated before July 1, 1992, the District shall provide payment based upon the rate of thirty dollars (\$30) per day.

(b) For those unused sick leave days accumulated from July 1, 1992, the District shall provide a payment of forty dollars (\$40) for each day.

(c) If an employee, because of an extended illness, needs to use those sick leave days accumulated prior to July 1, 1992, the District will allow the employee to replenish those accumulated days available prior to July 1, 1992, from days earned and accumulated after July 1, 1992. Section 35.6 (a) and (b) will still apply. In other words, an employee does not receive forty dollars (\$40) per day until he surpasses the number of unused sick leave days accumulated as of June 30, 1992.

§35.7 Passes for school events. The District will annually provide each teacher with a pass to enable him to attend school events without charge.

ARTICLE 36 - GENERAL PROVISIONS

§36.1 Reprisals prohibited. There will be no reprisals of any kind taken against any teacher by reason of his membership in the Association or participation in any Association activities.

§36.2 Supersession. This Agreement constitutes the entire understanding of issues discussed between the Board and the Association and supersedes all previous understandings and agreements.

§36.3 Severability. Should any court or tribunal of competent jurisdiction declare any portion of this Agreement invalid, or enjoin or restrain performance thereof, the operation and effect of such declaration, judgment, or order shall be strictly limited to its terms and such portion hereof as was directly involved in the initiating controversy, and shall not affect the remainder of this Agreement. Immediately following any such declaration, judgment, or order, the parties hereto covenant to renegotiate the affected portion to a final form that shall serve both the intent of the parties and the mandate of law.

§36.4 Supremacy of agreement. Any individual agreement or contract heretofore or hereafter executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of the Agreement and subsequent agreements hereinafter executed by the parties. During its duration, this Agreement shall be controlling.

1 **§36.5** **Section 204-a of the Public Employees Fair Employment Act.** "IT IS AGREED
2 BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING
3 LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR
4 BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE
5 UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."
6

7 **ARTICLE 37 - TEACHING ASSISTANTS**
8

9 **§37.1** **Teaching assistant defined • duties.**
10

11 (a) In accordance with the regulations of the Commissioner of Education, pursuant to
12 §207 of the Education Law 8033 and occupying positions for which certification is required, teaching
13 assistants may be assigned under general supervision of a certified teacher.
14

15 (b) If said teaching assistants are assigned, they will perform such duties as: Working
16 with individual pupils or groups of pupils on special projects while the teacher in the room is working
17 with other pupils; providing the teacher with general information about pupils to aid the teacher in the
18 development of instructional materials and aiding pupils to use available resources; utilizing their own
19 special skills and abilities in such areas as foreign languages, arts, crafts, music, and similar subjects;
20 supporting the teacher in providing an effective climate for learning.
21

22 **§37.2** **Evaluation • purpose.**
23

24 (a) The purpose of this evaluation procedure shall be to maintain a qualified, competent
25 staff, to promote the development of the staff, and to determine continuation of employment.
26

27 (b) To further these purposes, the persons responsible for the evaluation of teaching
28 assistants acknowledge the right of the assistant to (1) know how well he is performing the duties and
29 responsibilities of his position, (2) know the duties of his job and how he is expected to perform, (3) have
30 open, candid appraisal of his work, including discussion of his evaluation reports with the person
31 evaluating, (4) know those areas, if any, where improvement is needed, and what specifically the teaching
32 assistant should do to improve, (5) seek and receive appropriate assistance where needed, and (6) be given
33 the opportunity to improve his performance within a reasonable time as judged by the Administrator.
34

35 **§37.3** **Evaluation • procedure.**
36

37 (a) Evaluations shall only be done by persons certified in Administration.
38

39 (b) Each teaching assistant shall be observed at least twice each year for a minimum of
40 thirty (30) minutes per observation.
41

42 (c) Following each observation, the observer shall complete a written observation report.
43

44 (d) Each teaching assistant shall be evaluated at least once each year.
45

46 (e) A conference shall be held within five (5) working days for the teaching assistant to
47 discuss the completed evaluation with the observer. The teaching assistant shall sign the written
48 evaluation to indicate that he has reviewed the evaluation, and he may add written comments to the form.
49

50 (f) Any information other than the above observations and written evaluations that is
51 used to judge the teaching assistant's performance must be fully documented and will be placed in the
52 teaching assistant's personnel file.
53

1 **§37.4 Work year.** The teaching assistant work year shall be the same as the teacher work
2 year as specified in the calendar adopted by the District. Note: This now includes conference days.
3

4 **§37.5 Salary and related benefits.**
5

6 (a) Teaching assistants shall be paid forty percent (40%) of the amount on the teachers'
7 salary schedule (Appendix A) in the bachelor's column in accordance with their years of service.
8

9 (b) The District will contribute ninety percent (90%) of the premium equivalent for the
10 individual plan or the family plan as selected by a full-time teacher assistant.
11

12 (c) The District shall pay a percent of the premium equivalent for the individual plan or
13 the family plan, as selected by a part-time teacher assistant, equal to the percent of time that the part-time
14 teacher assistant works provided, however, that the part-time teacher assistant's contribution shall not
15 exceed fifty percent (50%).
16

17 **§37.6 Home school liaison teachers' salaries.** Home school liaison teachers shall be paid
18 sixty percent (60%) of the amount on the teachers' salary schedule (Appendix A) in the bachelor's
19 column in accordance with their years of recognized service.
20
21

APPENDIX A - SALARY SCHEDULE

2001-2002												
STEP	YRS OF EXP	B	6	12	18	24	30	36	42	48	54	60
1	1	33206	34636	34991	35309	35644	35985	36320	36661	36996	37337	37672
2	2	34170	35618	35982	36317	36666	37016	37367	37719	38068	38421	38768
3	3	34962	36420	36788	37142	37502	37864	38225	38587	38949	39310	39671
4	4	35778	37269	37644	38016	38388	38760	39134	39508	39880	40254	40626
5	5-6-7- 8-9	36618	38147	38531	38918	39289	39685	40072	40457	40840	41225	41599
6	10	37488	39052	39448	39847	40243	40639	41038	41436	41832	42229	42628
7	11-12- 13	38386	39984	40396	40806	41217	41564	42034	42446	42856	43265	43674
8	14	39311	40949	41371	41795	42216	42640	43063	43489	43911	44333	44756
9	15	40266	41943	42380	42819	43252	43690	44126	44563	45000	45437	45871
10	16-17- 18-19	41251	42970	43420	43872	44322	44772	45223	45674	46124	46575	47026
11	20	42269	44031	44495	44960	45424	45888	46355	46819	47284	47748	48215
12	21	43317	45121	45601	46080	46561	47040	47523	48000	48482	48961	49440
13	22	44401	46251	46747	47241	47737	48231	48727	49191	49717	50211	50706
14	23	45520	47414	47925	48436	48948	49457	49970	50483	50991	51502	52014
15	24	46673	48616	49144	49671	50199	50725	51252	51779	52308	52836	53362
16	25	47864	49855	50400	50943	51490	52033	52576	53121	53665	54211	54753
17	26	49094	51136	51699	52258	52821	53382	53944	54505	55069	55629	56192
18	27	50362	52458	53035	53614	54194	54775	55355	55935	56513	57094	57672
19	28	51669	54638	54417	55014	55613	56210	56813	57408	58006	58604	59202
20	29	52293	55225	55843	56460	57079	57693	58311	58929	59548	60164	60783
21	30	53673	57373	58018	58664	59309	59953	60599	61245	61888	62534	63180

Base salaries: Add seven hundred fifty dollars (\$750) for master's degree.

2002-2003 (JULY)												
STEP	YRS OF EXP	B	6	12	18	24	30	36	42	48	54	60
1	1	33657	35107	35467	35789	36129	36474	36814	37159	37500	37845	38185
2	2	34635	36102	36471	36811	37165	37519	37876	38232	38585	38943	39295
3	3	35438	36915	37288	37647	38012	38379	38745	39112	39478	39845	40211
4	4	36265	37776	38156	38533	38910	39287	39666	40045	40422	40802	41179
5	5-6-7- 8-9	37116	38666	39055	39447	39823	40225	40617	41007	41395	41786	42165
6	10	37998	39583	39985	40389	40790	41192	41596	41999	42401	42803	43208
7	11-12- 13	38908	40528	40945	41360	41778	42129	42606	43023	43439	43853	44268
8	14	39846	41506	41934	42363	42791	43220	43648	44080	44508	44936	45364
9	15	40814	42513	42956	43401	43841	44284	44726	45169	45612	46055	46495
10	16-17- 18-19	41813	43554	44010	44468	44924	45381	45838	46295	46751	47208	47666
11	20	42844	44630	45100	45572	46042	46512	46985	47456	47928	48397	48871
12	21	43906	45735	46221	46707	47194	47680	48169	48653	49141	49627	50113
13	22	45005	46880	47383	47883	48386	48887	49389	49860	50393	50894	51396
14	23	46139	48059	48577	49095	49613	50129	50650	51170	51685	52202	52721
15	24	47308	49277	49813	50347	50881	51414	51949	52483	53019	53554	54088
16	25	48515	50533	51086	51635	52190	52741	53291	53843	54395	54949	55497
17	26	49761	51832	52402	52969	53539	54108	54677	55247	55818	56386	56956
18	27	51047	53171	53756	54344	54931	55520	56108	56695	57282	57871	58456
19	28	52372	55381	55157	55762	56370	56975	57586	58189	58795	59401	60008
20	29	53004	55976	56603	57227	57855	58478	59104	59730	60358	60982	61609
21	30	54403	58153	58808	59462	60115	60769	61423	62078	62730	63385	64039

Base salaries: Add nine hundred dollars (\$900) for master's degree.

2002-2003 (FEBRUARY 1)

STEP	YRS OF EXP	B	6	12	18	24	30	36	42	48	54	60
1	1	34313	35791	36159	36487	36834	37185	37532	37884	38231	38583	38929
2	2	35311	36806	37182	37529	37889	38251	38614	38978	39338	39702	40062
3	3	36129	37635	38015	38382	38753	39127	39500	39874	40248	40622	40995
4	4	36972	38513	38900	39284	39669	40053	40440	40826	41211	41597	41982
5	5	37840	39420	39817	40217	40600	41010	41409	41807	42203	42601	42987
6	6-7-8- 9-10	38739	40355	40764	41176	41586	41995	42407	42818	43228	43638	44050
7	11	39667	41319	41744	42167	42592	42950	43436	43862	44286	44708	45131
8	12-13- 14	40623	42316	42751	43189	43625	44063	44500	44940	45376	45812	46249
9	15	41610	43342	43794	44247	44695	45148	45598	46050	46501	46953	47402
10	16	42628	44403	44868	45335	45800	46266	46732	47198	47663	48129	48595
11	17-18- 19-20	43679	45500	45980	46460	46940	47419	47902	48381	48862	49341	49824
12	21	44762	46627	47122	47618	48114	48610	49108	49602	50099	50595	51090
13	22	45882	47794	48307	48817	49329	49840	50353	50832	51376	51886	52398
14	23	47039	48996	49524	50052	50581	51107	51638	52168	52693	53220	53749
15	24	48231	50238	50784	51329	51873	52417	52962	53506	54053	54599	55142
16	25	49461	51518	52082	52642	53208	53769	54331	54893	55456	56020	56579
17	26	50732	52842	53424	54002	54583	55163	55744	56324	56906	57485	58067
18	27	52042	54208	54804	55403	56002	56603	57202	57801	58399	58999	59596
29	28	53393	56461	56233	56850	57469	58086	58709	59324	59942	60560	61178
20	29	54037	57068	57707	58343	58983	59618	60257	60895	61535	62172	62811
21	30	55464	59287	59954	60621	61288	61954	62621	63288	63953	64621	65288

Base salaries: Add nine hundred dollars (\$900) for master's degree.

APPENDIX B - COACHES' SALARIES

COACHING POSITION	STIPEND
Athletic Director	10.0%
Bowling	4.0%
Soccer	8.0%
Modified Soccer	4.0%
Boys' Varsity Football	8.0%
Boys' Varsity Assistant Football	6.0%
Boys' JV Football	6.0%
Boys' JV Assistant Football	5.0%
Boys' JH Football	4.0%
Boys' Varsity Basketball	9.0%
Boys' JV Basketball	7.0%
Boys' JH Basketball	5.0%
Girls' Varsity Basketball	9.0%
Girls' JV Basketball	7.0%
Girls' JH Basketball	5.0%
Boys' Varsity Baseball	8.0%
Boys' JV Baseball	6.0%
JH Baseball	4.0%
Girls' Varsity Softball	8.0%
Girls' JV Softball	6.0%
JH Softball	4.0%
Boys' Varsity Swimming	9.0%
Girls' Swimming	8.0%
JH Swimming	4.0%
Modified Swimming	4.0%
Varsity Golf	8.0%
Coed Varsity Tennis	8.0%
Coed Cross Country	8.0%
Boys' Varsity Track	8.0%
Girls' Track	8.0%
JH Track	4.0%
Girls' Varsity Volleyball	8.0%
Girls' JV Volleyball	6.0%
Girls' JH Volleyball	5.0%
Boys' Varsity Wrestling	9.0%
JH Wrestling	5.0%
Cheerleading Fall	4.5%
Cheerleading Winter	6.5%

Coaches are expected to practice a reasonable amount of time each week during their season; if not, their compensation will be prorated weekly.

For the 2000-2001 and 2001-2002 fiscal years, the percent listed for each coaching position is to be multiplied by the coach's base (B level) salary on the 2000-2001 and 2001-2002 salary schedules, respectively, according to the number of years of coaching experience in the sport as recognized by the District.

The District shall make every effort to not schedule teacher duties during the first and second and eighth and ninth periods so that the Athletic Director might perform Athletic Director duties during that time period.

APPENDIX C - EXTRACURRICULAR SALARIES

EXTRACURRICULAR POSITION	STIPEND
Senior Class Advisor	8.0%
Junior Class Advisor	4.0%
Sophomore Class Advisor	2.0%
Freshman Class Advisor	2.0%
Senior Student Council	5.0%
JH Student Council	2.0%
Student Newspaper	3.0%
Junior/Senior High Play	3.0%
Yearbook Advisor	7.0%
Elementary Yearbook Advisor	4.0%
Student Funds	5.0%
Extra Music Director	3.0%
Art Club	3.0%
Honor Society	2.0%
Musical Director	5.0%
Pool Director	6.0%
AV Coordinator High School	4.0%
AV Coordinator Elementary	4.0%
Audio Coordinator	3.0%
Varsity "O" Advisor	4.0%
Literary Magazine Advisor	3.0%
Ski Club	3.0%
Elementary Student Council	3.0%
Computer Coordinator	6.0%
Dean of Students Junior High	5.0%
Dean of Students Senior High	5.0%
Timekeepers	.055%/hour
Department Heads and Grade Level Coordinators:	
Three (3) teachers or less	3.75%
Between four (4) and six (6) teachers	4.5%
Seven (7) or more teachers	5.5%
SADD Advisor	2.5%
FHA Advisor	2.5%
Head Teacher Hanlon Elementary School	4.0%
Head Teacher BC Cate Elementary School	4.0%
Lab Manager/Technology Director Hanlon Elementary School	4.0%
Lab Manager/Technology Director BC Cate Elementary School	4.0%
Science Coordinator Hanlon Elementary School	3.0%
Science Coordinator BC Cate Elementary School	3.0%
Elementary Play Director	4.0%
Home Bound Instruction	.069%/hour
After School Detention	.069%/hour
Regular Proctor	.041%/hour
Head Proctor	.059%/hour

APPENDIX D - GRIEVANCE FORM

GRIEVANT: _____

BUILDING: _____ SUBJECT OR GRADE: _____

NATURE OF GRIEVANCE:

[illegible]

SETTLEMENT DESIRED:

[illegible]

SIGNATURE: _____ DATE: _____

FILL OUT IN QUADRUPLICATE AND DISTRIBUTE TO:

- (1) IMMEDIATE SUPERVISOR
- (2) BUILDING REPRESENTATIVE
- (3) GRIEVANCE COMMITTEE
- (4) TEACHER

APPENDIX E - CLASSROOM EVALUATION FORM

ODESSA-MONTOUR CENTRAL SCHOOL
ODESSA, NEW YORK

NARRATIVE FORM:

NAME: _____ GRADE: _____ DATE: _____

DEPARTMENT: _____ TIME: From _____ to _____

OM ADMINISTRATOR'S SIGNATURE: _____

DESCRIPTION OF LESSON:

TEACHER COMMENTS:

TEACHER WILL SIGN HERE INDICATING RECEIPT AND PERUSAL OF THIS EVALUATION BUT NOT APPROVAL OR DISAPPROVAL.

SIGNATURE: _____ DATE: _____

SUPERINTENDENT'S INITIALS: _____

APPENDIX F - ANNUAL TEACHER EVALUATION FORM

ODESSA-MONTOUR CENTRAL SCHOOL
ODESSA, NEW YORK

NAME: _____ DATE: _____

ASSIGNMENT: _____

SCHOOL: _____

EMPLOYEE STATUS: _____ Probationary _____ Tenured
 _____ Part-time _____ Long-term Substitute

EVALUATION PROCEDURE:

The evaluation must indicate the teacher's performance in each of the items. This judgment is to be based upon a review of each of the practices listed within a section.

A teacher who is satisfactory is a competent professional teacher. If a teacher makes a major contribution to a school, or consistently exceeds expectations, the administrator may describe the commendatory practice.

CODE:	N/O - Not Observed	SAT - Satisfactory
	SUP - Superior	N/I - Needs Improvement
	A/S - Above Standard	UNSAT - Unsatisfactory

EXPLANATION OF CODES:

- Not Observed:** It was not observed. This is neither positive nor negative.
- Superior:** Performance within this function area is consistently outstanding. Teaching practices are demonstrated at the highest level of performance. Teacher continuously seeks to expand scope of competencies and constantly undertakes additional, appropriate responsibilities.
- Above Standard:** Performance within this function area is frequently high. Some teaching practices are demonstrated at a high level, while others are at a consistently adequate/acceptable level. Teacher frequently seeks to expand scope of competencies and often undertakes additional, appropriate responsibilities.
- Satisfactory:** Performance within this function area consistently meets standards. Teaching practices fully meet all performance expectations at an acceptable level. Teacher maintains an adequate scope of competencies and performs additional responsibilities as assigned.
- Needs Improvement:** Performance within this function area is sometimes inadequate/unacceptable and needs improvement. Teacher requires supervision and assistance to maintain an adequate scope of competencies and sometimes fails to perform additional responsibilities as assigned.
- Unsatisfactory:** Performance within this function area is consistently inadequate/unacceptable and most practices require considerable improvement to fully meet minimum performance expectations. Teacher requires close and frequent supervision in the performance of all responsibilities.

CODE:	N/O - Not Observed	SAT - Satisfactory
	SUP - Superior	N/I - Needs Improvement
	A/S - Above Standard	UNSAT - Unsatisfactory

LEVEL OF PERFORMANCE:**A. Classroom Management:**

1. Class is started promptly.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
2. Rules, procedures, routines are established, evident and consistently applied.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
3. Physical arrangement is appropriate for the lesson.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
4. Instructional materials used are readily available and are arranged to facilitate teaching and learning.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
5. The relationships between teachers/students and among students promote learning.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
6. Safety practices appropriate to the lesson are followed.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT

B. Lesson: This is a guideline for teacher activities to be considered in order to ensure the greatest possibility that learning will take place.

1. The teacher relates the lesson to the course of study.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
2. There is evidence that the lesson has been pre-planned.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
3. The teacher uses appropriate methods and approaches to make instruction effective and to motivate the students.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
4. The teacher clearly states the purpose and objectives of the lesson.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
5. The teacher uses a variety of available materials and equipment to advantage.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
6. The teacher adapts the lesson to the level and needs of the pupil.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
7. The teacher helps the students to develop study skills.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
8. Students' time on task is maintained.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
9. The teacher promotes learning by recognizing student efforts and accomplishments.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT

CODE:	N/O - Not Observed	SAT - Satisfactory
	SUP - Superior	N/I - Needs Improvement
	A/S - Above Standard	UNSAT - Unsatisfactory

10. The teacher checks for student learning and modifies instruction, if necessary.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
11. The teacher demonstrates knowledge of subject matter appropriate to the lesson.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
12. There is evidence of a logical introduction, presentation and summary of the lesson.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
13. The teacher emphasizes or stresses the important points of the lesson.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
14. The teacher's voice, English usage, and expression contribute to learning.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
15. The teacher relates the old learning to the new when appropriate.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
16. The teacher provides appropriate assignments.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT

C. Teacher/Student Relationships:

1. The teacher shows respect for the personal worth and individual differences of each pupil.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
2. The teacher works toward development of mutual respect.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
3. The teacher seeks to understand pupil behavior before making evaluation judgments.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
4. The teacher is sympathetic, kind, patient, and yet firm.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
5. The teacher handles information about students professionally.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT

D. Services Other Than Classroom Instruction:

1. The teacher carries out assigned student supervision duties.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
2. The teacher communicates timely and effectively with parents.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
3. The teacher is prompt and accurate with reports and other written communications when given reasonable lead time.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT

CODE:	N/O - Not Observed	SAT - Satisfactory
	SUP - Superior	N/I - Needs Improvement
	A/S - Above Standard	UNSAT - Unsatisfactory

E. Professional Characteristics:

1. The teacher is punctual and reliable.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
2. The teacher displays a general attitude of interest and enthusiasm.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
3. The teacher shows mature control in handling emergencies.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
4. The teacher serves on committees and participates in group projects.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
5. The teacher utilizes established resources and procedures.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
6. The teacher endeavors to improve in classroom methods and techniques.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
7. The teacher keeps abreast of the profession through workshops, conferences, meetings, and professional literature.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT
8. The teacher respects the ethics of the profession.
☐ N/O ☐ SUP ☐ A/S ☐ SAT ☐ N/I ☐ UNSAT

The administrator and the teacher may comment in the space provided on any aspect of overall job performance.

OM ADMINISTRATOR'S COMMENTS:

TEACHER'S COMMENTS:

OM ADMINISTRATOR'S SIGNATURE: _____ DATE: _____

The evaluation has been discussed with me and I understand my signature indicates only that I have read the above.

TEACHER'S SIGNATURE: _____ DATE: _____

SUPERINTENDENT'S INITIALS: _____