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**Agreement for
Professional Services**

between the

**Phelps-Clifton Springs
Faculty Association**

and

**the Phelps-Clifton Springs
Central School District**

July 1, 2013 through June 30, 2016

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Preamble

This agreement is entered into this first day of July, 2013 by and between the Phelps-Clifton Springs Central School District, hereafter called the "District" and the Phelps-Clifton Springs Faculty Association, hereafter called the "Association."

Witnesseth

Whereas the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is agreed as follows:

Article One

Section 1 – Recognition

The School District, pursuant to the procedures as outlined in Article 14 of the Civil Service Law, entitled the "Public Employees Fair Employment Act," recognizes the Phelps-Clifton Springs Faculty Association as the sole and exclusive agent for all teachers, guidance counselors, psychologists, social workers teaching assistants, and long term substitutes (defined below), except the Superintendent, Assistant Superintendent of Curriculum and Instruction, and all administrators, in negotiations as defined under the Public Employees Fair Employment Act for the period of time covered by this Agreement.

A long term substitute is a substitute (for teacher or teaching assistant) who works for at least twenty (20) consecutive weeks in the same position, which had been posted as a long term substitute position by the district. Such candidates achieved the position through a competitive interview process. The District agrees to post such positions whenever they are aware at the onset that the vacancy will be for a duration of at least 20 consecutive weeks.

Section 2 – Prohibition of Strike

There will be no strikes and no public employee or employee organization shall cause, instigate, encourage or condone a strike as specified in Section 210 of the Public Employees Fair Employment Act. Both parties to this Agreement stipulate that change or amendment in the Public Employees Fair Employment Act will operate to enforce this section of the Agreement only to the extent required by law.

Section 3 – Agency Fee

The District shall deduct each pay period an amount equal to dues from all non-members of the Association and forward such fee immediately to the Association. This procedure shall be in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of

New York, Chapter 606 of the laws of 1992, and section 208 of the Civil Service Law of New York State.

Article Two

Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Article Three

Conformity to Law

If in the event that any provision of this Agreement is, or shall be at any time, contrary to law, or Rules and Regulations of the Board of Regents or Commissioner of Education, that provision shall not be applicable, but other items shall remain in effect.

Article Four

Negotiations of Matters Not Specified

Section 1

In matters not covered by this Agreement, the Board and Superintendent will not adopt any change in policy which will affect wages, hours, or other terms and/or conditions of employment of any of the employees in the unit represented by the Association without first submitting the proposed change to the Association. A copy of any such proposed change in policy shall be mailed to the President of the Association.

Section 2

The Association will grant its approval to such a proposed change prior to its implementation as school policy.

Section 3

The Association reserves its rights under the Public Employees' Fair Employment Act, provided that it files such a request with the Superintendent within ten (10) school days after receipt of said notice.

Section 4

In any proposed change in policy affecting hours, wages and/or terms and conditions of employment not covered by the Agreement and not previously subject to negotiations, every effort will be made to implement the change to the mutual satisfaction of the parties. This provision does not affect administrative decisions which must, of necessity, be made by the administrator in order to meet the exigencies of the situation. This article in no way abrogates the responsibility of the Board as provided in Section 1709 of the Education Law.

Article Five Negotiations Procedures

Section 1 – Negotiations Schedule

Negotiations for a new Agreement may commence any time on or before January 15. If the parties have not reached an agreement by 120 days prior to the end of the District's fiscal year (March 3), the negotiations may be declared to be at impasse and the State Public Employment Board shall be requested to assist the parties in reaching an agreement. Such mediation shall be governed by the provisions of Section 209 of the Civil Service Law.

Section 2 – Negotiations Committee

The Negotiations Committee shall consist of representatives of the Association and the Superintendent. Neither party in any negotiations shall have any control over the selection or number of representatives of the other party, and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives shall make contract proposals, consider proposals, and attempt to reach compromises in the course of negotiations.

Section 3 – Negotiations Committee Meetings

Meetings of the Negotiations Committee shall be scheduled at a time and place which are agreeable to members of the Committee and shall be open only to members of the Committee and its consultants.

Either party to the Negotiations Committee shall have the right to make a record of the Negotiations Committee meeting for its own use.

Section 4 – Ratification

The Negotiations Committee will announce the terms when they have reached an Agreement. The final written Agreement, a copy of which shall be distributed to each member of the Association prior to the ratification vote, shall be ratified by the Association, signed by the Association and the Superintendent and submitted to the Board for its approval insofar as provisions shall require approval by the Board.

Article Six Privileges, Responsibilities, and Rights

Section 1 – Dues Deduction

Unit members may have dues for the Phelps-Clifton Springs Faculty Association deducted from their paychecks.

Dues to the Association will be deducted by the first paycheck in equal amounts until the end of the District's fiscal year. The Association will provide the District with the number of members by July 1. Such equal amounts shall be the next largest whole number of dollars and cents which when multiplied by the number of paychecks remaining in the school year, will equal (or just exceed) the total amount of dues. Deduction of dues for all Association members will be made to the Association treasurer following each pay period.

Section 2 – Additional Deductions

A. Tax-Sheltered Annuities

Unit Members may have payment for tax sheltered annuity contracts as provided by Section 3108 of the Education Law and Section 304b of the Internal Revenue Code of 1954, as amended, deducted from their paychecks. The unit member must give written authorization for such deduction to the District Office, and such authorization can be terminated by written notice by the unit member. The District will cause such deduction for the tax sheltered annuity(ies) to be paid to the company(ies) with which the unit member has contracted. The number of companies shall be limited to fifty that have been approved by the Association.

Notification of intention to authorize a deduction for this purpose must be given to the District Office on or before August 15, if a unit member wishes the annuity(ies) to be effective for the first semester and thereafter, and by January 15, if the unit member wishes the annuity(ies) to be effective for the second semester and thereafter. Changes and/or requests for annuity deductions at any other time during the calendar year must be submitted in writing to the Superintendent for his approval.

B. Benefit Trust

The District shall check off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. The submission of the authorization cards to the District shall be made by the Association once a year by a date to be determined by the parties. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the employer. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the bargaining agent with a list of all employees from whose salaries such deduction have been made.

The District shall make one deduction from each paycheck for the Benefit Trust.

C. VOTE/COPE Contribution

The District hereby agrees to deduct VOTE/COPE contributions from each paycheck in the amount designated by the employee from the salaries of employees covered by this Agreement who voluntarily execute a VOTE/COPE Contribution Deduction Form as provided by the Association. Such monies deducted shall be transmitted to the Association and shall continue annually until the employee sends a written request to end or change the amount of contribution.

Section 3 – Time for Association Business

All Association business shall be conducted outside the regularly scheduled working day except as follows:

- A. Any Association member desiring to be absent for Association business shall submit a written request for such absence to the Superintendent. At the discretion of the Superintendent, such absences may be approved.
- B. The delegate(s) to the Annual Retirement Assembly will be excused, in which event the District will pay for the substitute, but not the delegate(s)' expenses.
- C. Meetings of the Negotiations Committee may be held during the regularly scheduled work day.
- D. When, in the process of negotiations, the Superintendent considers it desirable or essential that the proceedings be conducted or extended into the school day and/or that other appropriated provisions should be made, the participation of the Association negotiators will be permitted without loss of pay or leave.
- E. When requested by the Administration, both parties recognize that it may be necessary for the Association President, or his/her designee, to be excused from regular assignment for consultation on contractual matters. It shall be the responsibility of the Administration to provide at least 24 hours' advance notice of the meeting and shall provide class coverage with personnel other than the regular members of the teaching staff.

- F. The Association President, or his designee, shall be granted 12 school days per year for Association business, with the provision that these specific days be approved by the Superintendent.

Section 4 – Conference Attendance

- A. Provisions for conferences should be included in the unit member's budget request where possible. Application to attend must be submitted to the building administrator and Superintendent. Approval to attend will be granted for those conferences deemed valuable to the District. It is important that conference attendance be equally distributed among all unit members and that the conferences be posted in each building office and announced at faculty meetings.
- B. Approval will be granted to those conferences that have been identified by administration as a priority need to the District. Such need will be assessed in a manner consistent with district goals and objectives as well as with immediate value.
- C. Approved and verified expenses of room, board, registration, and materials required for conference participation shall be reimbursed by the District within the limits established by Board policy. Such policy will be established by a joint committee comprised of representatives from the Board, Administration, and Faculty Association. Mileage will be reimbursed at the maximum rate allowed by the Internal Revenue Service.
- D. A teacher who has twice been denied his/her conference request will be allowed to appeal to the Superintendent through the Association to seek reason(s) for this refusal.
- E. The Superintendent will be the final authority in determining approval for such conference request(s). Should a request be denied, the Superintendent or his/her designee will provide reason(s) in writing for such denial.

Section 5 – Tutoring

No member of the teaching staff shall accept compensation for tutoring a child registered in his/her class during the current semester, unless that student is incapacitated. When teachers who are members of the instructional negotiating unit are required to provide home instruction, they shall be paid salary and mileage as stipulated in Article 6, Section 4 and Appendix A.

Section 6 – Academic Freedom

- A. The nature of American democracy demands that responsible citizens be able to listen to all sides of a controversial issue, sort out the facts, and arrive at independent conclusions. Students in the school, therefore, have a right to be exposed to issues which are within their intellectual grasp and under current discussion in our society.
- B. The right of students imposes certain obligations upon the Board, the teachers, administration, and the community.

- C. The Board, through its policies, will attempt to employ capable teachers and maintain an atmosphere of academic freedom.
- D. Subject area departments and grade level organizational groups shall be responsible for determining when and how to bring out controversial issues and topics according to the nature, needs, and maturity of students within individual classes.
- E. The building administrator will decide the issue when there is doubt regarding the appropriateness of discussions on topics and materials which may become controversial and when non-school personnel may be invited to present a viewpoint in a controversial area.
- F. If the majority of the department or grade level group disagrees with the decision of the building administrator, it may request that the issue be considered by the total faculty of that school building. If after a complete review of all positions regarding the issue, a majority of the total school faculty disagrees with the building administrator's decision, it may appeal the decision through established channels to the Superintendent and to the Board of Education.

Section 7 – Joint Committees

All joint committees cited in this section will be district-wide and will be comprised of one teacher from each building appointed by the Association and two other persons appointed by the Superintendent. Teachers, not including Teachers on Special Assignment must hold a majority of seats.

- A. District Education Committee:
 - 1. The District Education Committee is charged with leading the District's efforts in areas of curriculum and professional development.
 - 2. This committee shall review curriculum and program recommendations. A curriculum change or adoption of a new program shall be presented to the Board, administrators, and Association for evaluation, suggestions, and support before changes, if any, are made.
 - 3. The District and the Association recognize that the educational innovations, programs, standards, procedures, and flexibility can best be achieved through mutual cooperation of the teaching staff and the administration. Unless mutually waived by the Association and the Superintendent, all programs directly involving more than 20% of the staff or students must be done via meaningful experimental programs which shall be evaluated by the Committee before the program is fully implemented.
 - 4. This committee will approve all courses or programs offered by the District for in-service credit.
 - a) In-service programs offered by colleges, BOCES, or other educational institutions shall also be available to unit members under this section, provided the in-service programs have the approval of the Committee.
 - b) In-service programs prepared, sponsored, or approved by the committee will be eligible for in-service credit on the salary schedule.

5. District-wide curriculum and program revisions
 - a) may originate from any group.
 - b) will be discussed and/or revised by the District Education Committee or one of its subcommittees
 - c) will be discussed with the appropriate building administrator(s) and department chairperson(s) or teaching staff if there is no chairperson, and revised as necessary.
 - d) will be presented to the Superintendent.
 - e) will be presented to the Board of Education for final approval.
6. This committee will include, but not be limited to, the Association president, Staff Development Coordinator and Director of Curriculum and Instruction.

B. Mentor-Internship Program Committee

1. The purpose of this committee is to organize and oversee the mentor/intern program for the District. The committee's tasks include the following:
 - a) Annually solicit unit members interested in serving as mentors.
 - b) Provide training and resources to ensure the successful relationship between mentor and intern.
 - c) Evaluate the program on an annual basis.
2. The assignment of mentors will be at the joint discretion of the building administrator and the Mentor/Intern representative from the respective building. Mentors may be assigned to new staff and/or to existing staff who have changed assignments.
3. Committee members will design all specific procedures for this committee.
4. All first year unit members shall have a mentor and will meet with said mentor at a mutually agreed upon time in August. Mentors and interns shall meet weekly from September through October. Mentors and interns shall meet monthly from November through June.

Section 8 – Board Meetings, Agenda, Minutes and Policies

Upon request, the Association is entitled to copies of the agenda of Board meetings and minutes of Board meetings when they are available to administration.

The Association shall have permission to use the communications facilities of the District, including but not limited to fax machine, bulletin boards, faculty mail boxes, intra-school mail, public address system, and the first five (5) minutes of any faculty meeting. The use of such facilities must be restricted to official Association business only. The Superintendent, consistent with the intent of this provision, retains the right to insure such use.

Section 9 – Individual Arrangements

Any individual arrangement, agreement, or contract between the Board and a unit member shall be consistent with the terms and conditions of this Agreement and must have the President's approval.

Section 10 – Teachers' Save-Harmless

The provisions of Section 3028 and 3023 of the Education Law shall be fully operable.

Section 11 – Conduct Policies

Unit members are responsible, with administrative support, for enforcement of District policies regulating student conduct and for maintaining public order on school property.

Section 12 – Protection of Unit Members

- A. Reporting Assault or Vandalism: During the hours of actual employment, a unit member will immediately report to his/her building administrator any or all cases of assault on his/her person, incidents of vandalism, damage to, or theft of his/her property which occur. The building administrator will communicate this information to the Superintendent, who will, on request, discuss with the unit member the possible legal remedies.
- B. Loss of Time: Should an assault on a unit member result in loss of time, the unit member shall be paid the difference between monies payable to him/her under compensation and his full salary for a period not to exceed twelve (12) months. Said absence shall not be deducted from any sick leave to which the member is entitled under this Agreement, nor shall it affect seniority.
- C. Bodily Appurtenances: The District will reimburse unit members for the actual cost of replacing or repairing dentures, eyeglasses, hearing aides, or similar body appurtenances not covered by Workers' Compensation, which are damaged, destroyed, or lost as a result of an injury sustained in the course of the unit member's employment when the unit member has not been personally negligent with reference to the incident.
- D. Vandalism: Should a unit member submit to the Superintendent substantial proof that his/her personal property has been subject to vandalism, willful damage, or theft, while the unit member was acting in the discharge of his/her duties, within the scope of employment, and the unit member had not been negligent or careless, the District will reimburse the unit member for his/her loss.
- E. Legal Assistance – Disciplinary Action: As specified in the Education Law, Section 3028, the District shall provide legal counsel to unit members in any action arising out of any disciplinary action taken against any pupil while in

the discharge of duties within the scope of his/her employment. The unit member must, however, within ten (10) days of service of a summons, complaint, or other legal paper, deliver the original or copy thereof to the District.

Section 13 – Substitute Teachers

- A. Whenever a teacher is absent, he/she shall have the right to expect that a qualified per diem substitute will be hired in his/her place.
- B. Wherever possible, substitute teachers shall be certified in the level of subject matter assigned. College students who are assigned to our system for practice teaching shall not normally be used as substitute teachers, although they may, as a planned part of their normal training, be assigned the teaching responsibility of a classroom.
- C. When a teacher is absent, lesson plans for each shall be left in a predesignated location.
- D. The teacher who knows in advance that he/she will be absent from his/her duties on a particular day(s), shall have the right to recommend a substitute to the building administrator who will honor the teacher's request whenever possible, as long as the requested substitute is not a family relative of the teacher, unless the family relative is a certified teacher.

Section 14 – Bi-monthly Paychecks

Effective July 1, 2011, unit members will receive two paychecks per month to be paid on the 15th and 30th of each month (or the day preceding those days if they fall on a weekend or holiday; and the last day of the month of February). Unit members will have the option of 20 or 24 paychecks per year.

Article Seven

The current system for evaluating most teachers is contained in the Annual Professional Performance Review (APPR) document. The process listed below was used through the 2011-2012 school year and for unit members not subject to Section 3012-c of Education Law.

Section 1 – Teacher Observation

- A. It is the primary purpose of observation to highlight a teacher's professional performance so that he/she will benefit from the observation.
- B. All monitoring, coaching, and observing of the work performance of a teacher shall be conducted by his/her peers and/or administrators openly and with the full knowledge of the teacher.
- C. The use of public address or audio systems and similar surveillance devices shall be strictly prohibited.

- D. Classroom observations of up to one period in length shall be conducted by a building principal or by another administrator in the District.

Section 2 – Teacher Evaluation

- A. Supervision includes all types of practical assistance and all forms of professional counsel, both of a formal and informal nature, provided to probationary and tenured teachers, and intended to raise the level of instructional quality in the district as well as to help assure the success in teaching of each member of the professional staff. Supervisory techniques include such activities as classroom visits, grade level meetings, conference and team planning.
- B. The primary purposes of any evaluation of the teaching staff shall be to improve instruction and to promote continued staff development.
- C. Evaluation procedures: to further the above purposes, the administrative personnel responsible for evaluation shall acknowledge the right of the teacher to:
 - 1. know how well he/she is performing the duties and responsibilities of his/her position at all times.
 - 2. know the areas in which improvement is needed as soon as a deficiency is detected.
 - 3. have candid appraisal of his/her work.
 - 4. discuss his/her evaluation reports with his/her supervisor.
 - 5. seek and receive administrative assistance.
- D. Formal classroom evaluation:
 - 1. A formal evaluation of all non-tenured teachers shall take place at least twice a year.
 - 2. The formal evaluation of all tenured teachers shall be conducted at least once every five years on a rotating basis.
 - 3. Formal evaluation of all designated teachers shall be completed within a period of ten (10) school days.
 - 4. The form to be used in a formal evaluation will be one that has been agreed to by both parties.
 - 5. If at all possible, formal evaluations of designated personnel shall be completed on or before April 15 of the current year for probationary teachers and by June 1 of the current year for tenured teachers.
- E. Both parties agree to comply with Commissioner’s Regulations Part 100.2(0) – Annual Professional Performance Review.

Section 3 – Evaluation Procedures

- A. Evaluation procedures are reflected in each type of performance review plan and shall be adhered to based on the individual teacher’s selected review process.
- B. If, at some point, the administrator and/or individual teacher feels the chosen plan is inappropriate or not sufficiently effective, the administrator and

teacher will collaborate on procedures for change which may include, but not be limited to, the traditional model of evaluation.

- C. Any tenured teacher determined to be at risk (i.e. subject to dismissal for misconduct, insubordination, and/or incompetence) by an administrator will be subject to a Teacher Improvement Plan, developed by the administrator with input from the teacher.
- D. Untenured teachers and teachers on a Teacher Improvement Plan will be evaluated using the Traditional Administrative Observation/Evaluation Model.
- E. A tenured teacher may annually choose from the following options for purposes of evaluation:
 - 1) Peer Collaboration
 - 2) Peer Review
 - 3) Portfolio
 - 4) Action Research
 - 5) Independent Journaling/Dialogue Journaling (choose one)
 - 6) Video
 - 7) National Teacher Certification Process
 - 8) Traditional Administrative observation/evaluation model
 - 9) Supervision of Student Teacher
 - 10) Administration Approval of Independent Model

Each of these options is detailed herein. The traditional administrative observation model must be chosen at least once every five (5) years.

- F. Evaluations must reflect the following eight areas:
 - 1. Content Knowledge
The teacher shall demonstrate a thorough knowledge of the subject matter and curriculum.
 - 2. Preparation
The teacher shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction and ensure effective student learning.
 - 3. Instructional Delivery
The teacher shall demonstrate that the delivery of instruction includes active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning of curriculum outcomes. Furthermore, the teacher shall demonstrate that the delivery of instruction meets the diverse needs of the students served in order to maximize student achievement.
 - 4. Classroom Management
The teacher shall demonstrate classroom management skills supportive of diverse learning needs that create an environment conducive to student learning.
 - 5. Student Development

The teacher shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students.

6. Student Assessment

The teacher shall demonstrate that he or she implements assessment techniques aligned with appropriate learning standards designed to measure students' progress towards curriculum mastery, and uses assessment data to inform instructional decisions.

7. Collaborative Relationships

The teacher shall establish and maintain relationship that are effective with students, parents and caregivers, and other staff member.

8. Reflective and Responsive Practices

The teacher shall demonstrate that practice is reviewed, effectively assessed and appropriate adjustments are made on a continuing basis.

Section 4 – Unit Member's File

- A. The Board of Education will only examine a unit member's file while acting as a corporate body, and it will be their responsibility to keep any information obtained from this file confidential and inviolate.
- B. Unit members will have the right, upon request, to review the contents of their personnel files and to make reproductions of any document in it which is not declared confidential by the Superintendent or notation. The Superintendent or designee will make the file and copies of non-confidential material available to the teacher within two (2) working days of the request. Emergency situations will be dealt with on an individual basis.
- C. The unit member shall have the right to include in his/her file any information or materials which he/she considers germane.
- D. Unit members may submit material to be included in their files at any time. Self-serving statements by any unit member may not be submitted for inclusion in his/her personal file. Letters of recommendation or other statements by third parties may be submitted.
- E. Any written reprimand or derogatory material placed in an individual's personnel file will emanate from the appropriate administrator. A copy will be sent to the unit member, who has the right to respond to any material placed in his/her personal file.
- F. Each unit member shall have the responsibility to examine and to update his permanent file on a regular basis, but at least every three (3) years. For a tenured unit member, such review shall be conducted in conjunction with his/her formal evaluation.
- G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the unit member.

Section 5 – Protection of Privacy

- A. The contents of a teacher's file shall not be made public in order to protect such teacher from unwarranted invasion of personal privacy. The contents of the file shall be available to the teacher only upon request.
- B. In order to protect the teacher from unwarranted invasion of personal privacy, the District shall not make available to any unauthorized person information pertaining to a teacher's salary unless the teacher involved provides the District with a written express consent to such disclosure. This provision is subject to restriction by the District if a legal responsibility is inconsistent with this language as in the Freedom of Information Act.
- C. A teacher has the right to know the purpose for a teacher-aide or teaching assistant being assigned to a classroom.
- D. The district/administrators will not direct a non-supervisory individual to maintain a diary of a teacher's performance for classroom observation/evaluation purposes under Collective Bargaining Agreement.
- E. The district will direct principal/administrators not to have individuals record teacher actions without the teacher's advance knowledge, except in cases of child abuse.
- F. A teacher has a right to be informed by the district that it has received a child abuse complaint within five school days of the allegation.

Section 6 – Fair Dismissal

- A. After tenure has been granted to a teacher, a dismissal of that teacher shall be for just cause and subject to the procedures cited below (see paragraph C).
- B. "Just Cause" shall be defined as follows:
 - 1. Insubordination, immoral character or conduct unbecoming a teacher.
 - 2. Inefficiency, incompetency, physical or mental disability, or neglect of duty.
 - 3. Failure to maintain certification.
- C. Procedures to be followed prior to dismissal shall include, but not be limited to:
 - 1. All evaluations of teaching personnel must be in writing.
 - 2. All teaching personnel must be given the opportunity to respond to all evaluations.
 - 3. Reasonable conditions and length of time must be given to correct dismissal situation.
- D. Fair Dismissal – Probationary Teachers
 - 1. In the event the building principal decides to make a recommendation for dismissal to the Superintendent, he/she shall notify the teacher in writing of his/her intention at least thirty (30) days prior to the day the Superintendent is to take action on the building principal's recommendation. The building principal's notice to recommend dismissal shall include the reasons for such recommendation.
 - 2. Within ten (10) school days of the receipt of the building principal's notice of intention to recommend dismissal, the teacher may request a hearing before the Superintendent by filing such request with his/her

office. The request for the hearing shall be granted by the Superintendent who shall take no action regarding the recommendation for dismissal until after such time as a hearing is held.

3. The building principal will supply his reasons for dismissal at the hearing conducted by the Superintendent and shall support his/her recommendation for dismissal by the presentation of documentation and/or witnesses. The teacher may present documentation and witnesses in his/her behalf. The teacher and the building principal shall have the right to cross-examine all documentation and witnesses presented during the hearing. The teacher is entitled to representation of his/her choice.

E. Teacher Discipline

1. Teachers shall be subject to the principles of progressive discipline.
2. Teachers will be suspended with pay pending an impartial hearing under the principles of just cause.
3. No tenured teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation without just cause.
4. In discipline cases, the parties waive the early stages of the grievance procedure and will go directly to the arbitration stage in order to expedite the process.

Section 7 – Teaching Assistant Observation

- A. It is the prime purpose of observations to highlight a teaching assistant's professional performance so that a teaching assistant will benefit from the observation.
- B. All monitoring, coaching and observing of the work performance of a teaching assistant shall be conducted by his/her peers and/or administrators openly, and with the full knowledge of the teaching assistant.
- C. The use of public address or audio systems and similar surveillance devices shall be strictly prohibited.
- D. Classroom observations of up to one period in length shall be conducted by a building principal or by another administrator in the District.

Section 8 – Teaching Assistant Evaluation

- A. Supervision includes all types of practical assistance and all forms of professional counsel, both of a formal and informal nature, provided to probationary and tenured teaching assistants and intended to raise the level of instruction quality in the District, as well as to help assure the success in teaching of each member of the professional staff. Supervisory techniques include such activities as classroom visits, grade level meetings, conference and team planning.

- B. The primary purposes of any evaluation of teaching assistants shall be to improve instruction and to promote continued staff development.

Section 9 – Formal Classroom Evaluation of Teaching Assistants

- A. A formal evaluation of all non-tenured teaching assistants shall take place at least once a year.
- B. The formal evaluation of all tenured teaching assistants shall be conducted at least once every three years on a rotating basis.
- C. Formal evaluations of all designated teaching assistants shall be completed within a period of ten (10) school days.
- D. The form to be used in a formal evaluation will be one that has been agreed to by both parties.
- E. If at all possible, formal evaluations of all designated personnel shall be completed on or before June 15 of the current year for probationary teaching assistants and by June 1 of the current year for tenured teaching assistants.

Section 10 – Evaluation Procedures for Teaching Assistants

- A. A pre-evaluation conference shall be held between the administrator and the teaching assistant prior to the formal evaluation.
- B. Following the evaluation, the administrator shall meet with the teaching assistant as soon as possible to discuss the evaluation.
- C. A teaching assistant will be given a copy of the evaluation report prepared by his/her administrator and will have the right to discuss such a report with his/her administrator before it is placed in the teaching assistant's file. Space on the form will be provided for teaching assistant's signature and comments.
- D. If an administrator finds a teaching assistant is in need of assistance, the administrator shall identify ways in which the teaching assistant is to improve.

Article Eight

Section 1 – Hours of Employment

- A. The teacher workday at the high school shall be seven hours and thirty-five minutes Monday through Thursday and six hours and fifty minutes on Friday, said hours to be scheduled between 7:30 am and 3:30 pm.
The teacher workday at the middle school shall be seven hours and thirty-five minutes Monday through Thursday and six hours and fifty minutes on Friday. Hours to be scheduled between 7:25 am and 3:25 pm.
The teacher workday at the elementary school shall be seven hours and twenty-six minutes Monday through Friday. Hours will be scheduled between 7:30 am and 3:30 pm.

- B. All teaching assistants shall receive a duty free 30 minute lunch period each day. Teaching assistants shall be entitled to a total of a 30 minute break each day to be determined by the building administrator.
- C. Teaching assistants who accrue compensatory time may take all or part of their compensatory time at any time within the school year that it was accumulated. This must be approved by the immediate supervisor.

Section 2 –Early Departure, Absence

Early departure or absence during the work day outlined in Section 1 above requires the specific approval of the building administrator.

Section 3 - Discussion of District Calendar

- A. The Superintendent, or his/her designee will meet with the Association's Representative Council at its October meeting to discuss the District calendar for the upcoming school year. At that time, both parties will suggest possible inclusions for the subsequent year's district calendar.
- B. Superintendent's Conference Days will count as days of attendance.
- C. The school district calendar approved by the Board of Education by April 8 of each year will become an integral part of this agreement. For 2001-02, the calendar will consist of 185 days, the 185th day being one discretionary workday prior to the opening of school for teachers. For 2002-03 through the end of this agreement, teachers will work 186 days. The 185th day will continue as a discretionary day in the summer for all teachers. This day is defined as the equivalent of a six and one-half hour day. The District and the Association will mutually agree on the use of the 186th day. This day must fall between the first regular day of school and the Regent's rating day in June. Teaching assistants will work 185 days between the first regular day of school and the Regents' rating day in June.

New unit members will be expected to work five (5) additional days in each of their first three years. In his or her first year, the unit member will receive either substitute pay or three in-service credits for these days. In years two and three and thereafter, the unit member will receive both substitute pay and in-service credit, but the in-service credit will be deferred to the fourth year of their employment. These additional days for new unit members will be scheduled for the third week in August, and will be used for staff development, as follows:

- 1. Year One – Introduction to the District, instructional skills, classroom management skills and one-half day with their mentor (mentor meeting may be scheduled at another time in August if mutually acceptable).
 - 2. Years Two and Three to be determined by the District Education Committee.
- D. Notwithstanding any of the provisions above, the number of workdays shall not be increased for any reason during the term of this contract. In the event

that school is closed for emergency reasons, the unit members are not required to report to work and pursuant to these procedures, the total number of unit member workdays falls below 180, the parties shall meet and mutually agree upon specific dates to be worked, in order to bring the total number of days actually worked to 180.

- E. The District shall provide at least two (2) one-half day sessions, within the contract year, for the purpose of conducting parent conferences and for the writing and/or the study of curriculum.
- F. K – 5 teachers who have scheduled evening conferences will be permitted to establish their own time schedules for the afternoon with the approval of the building administrator.
- G. The parties agree that should the District not close school for an emergency reason prior to May 15, the Memorial Day vacation shall be increased by one day.

Section 4 – Staff Meetings

- A. Building administrators may call regular staff meetings twice each month. For the high school and middle school, such meetings shall begin no later than five minutes after the first dismissal and shall not extend beyond contractual hours. For the elementary building, faculty meetings shall be held during contractual hours before buses arrive in the morning and end 5 minutes prior to the arrival of students. These meetings shall not extend beyond contractual hours except in such unusual cases that may be determined by the administrator after consultation with the building representatives.
- B. Regular staff meetings shall be attended by all staff except those individuals who are specifically excused from the meeting by the building administrator.
- C. Special additional meetings may be held with notification of the Association president and the building representative.
- D. The Association may call building level meetings during the activity periods with the cooperation of the administration.

Section 5 – Work Load

A. Whenever possible, the daily work load will be:

1. Kindergarten	25 pupils
2. Elementary	25 pupils
3. Secondary	140 pupils
4. Other Classes:	
Physical Education	230 pupils
Special Education K-12	as per Part 200 of the Commissioner’s Regulations
Art	same as 3 above
Technology, Home/Career Skills, Laboratory	20 pupils per class

B. Other considerations:

1. Secondary teachers shall be responsible for no more than three different preparations per work day or for more than a total of 140 pupils on a given day.
2. The number of assigned supervisory periods for students for secondary and middle school teachers shall not exceed two except where a teacher may have fewer than five teaching periods. When assigned study halls exceeding forty (40) present students, an additional aide or teacher shall be assigned.
3. Every teacher shall have a 30-minute duty-free lunch period.
4. Every elementary teacher shall have 35 consecutive minutes of identified preparation time per day, exclusive of travel time. Every secondary teacher shall have one unassigned period per day for classroom preparation.
5. Special education teachers are defined as those teachers who are both certified and assigned to teach duly-recognized special education classes. When in the performance of those duties, it becomes necessary for a special education teacher to put in time over and above the normal workday or work week, such teacher shall receive additional compensation in the form of release time.
6. There will be one joint committee, consisting of an equal number of Association-appointed and District-appointed members, at each building to discuss how to achieve teaming in its school. Each committee will forward a recommendation for the approval of the negotiations committees.
7. If unit members of the Midlakes Kindergarten staff agree to have a Kindergarten Open House in August, each member participating in the open house will receive an additional personal day for that school year. There will be no restrictions for the use of such day. The individual will inform the building administrator of its use. If the additional day is not used, it will be added to the unit member's accumulated sick leave.
8. If a teacher is assigned three preparations with three labs, the Principal will meet with the teacher to discuss what reasonable accommodation can be provided, such as a reduction in a supervisory assignment.

C. The District agrees to continue to provide statutory and mandated services.

D. Teacher Assignments

1. The Superintendent or designee will assign all newly appointed teachers to their specific positions within the subject area and/or grade level for which the teacher has been appointed by the Board. The Superintendent or designee will give notice of assignments to new teachers as soon as practicable, and, except in cases of emergency, not later than August 30.
2. All other teachers will be given written notice of their class and/or subject assignments, building assignments, and room assignments for the forthcoming year as soon as possible, but no later than August 1.

3. In the event that changes in such class and/or subject assignments, building assignments, or room assignments are proposed after August 1, the Association and all teachers affected will be notified promptly in writing and, upon the request of the teacher, the changes will be reviewed promptly by the Superintendent or his/her representative, with the teacher who, at his/her option, may have a representative of the Association present. In the event of any disagreement as to the need for and desirability of such changes, the dispute may be subject to the grievance procedure set forth herein.
 4. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates. Both parties realize that the Superintendent may assign a teacher to teach a subject not covered by his/her license for a period not to exceed five classroom hours per week. (Section 80.1 of Com. Reg.)
 5. If a secondary teacher is asked and voluntarily accepts a sixth teaching assignment, he/she will be compensated by having his/her daily schedule reduced by one student supervisory assignment.
- E. Unit members shall not be expected to assume substitute duties except in an emergency situation.

Section 6 – Supervisory Duties

- A. Supervisory duties are inherent in the teaching profession.
- B. From time to time, it may be necessary for a building administrator and/or the Superintendent to request that unit members give added service over and above their normal duties in order to provide the necessary control of students in the building during the school hours stipulated in Section 1.
- C. Building administrators agree to keep such requests to a minimum and will distribute these requests on an equal basis among the building professional staff.
- D. Staff members agree to participate in two organized evening events as scheduled by the administration. These building-wide events will be discussed with the Association President.
- E. Working in the Learning Center will constitute a supervisory duty. It is understood that lesson plans and/or student evaluations are not required. Volunteers will be given first priority.
- F. Should an insufficient number of unit members volunteer for necessary duties, the building administrator will call for assistance from the Association through the building representative. The Association will exert persuasive effort to secure unit members for such duties. Should such efforts fail, the building administrator and building representative shall establish a program for equitable assignment of the responsibilities. Unit members shall agree to accept duties so assigned.
- G. Teachers in the middle and high schools shall not be assigned supervisory duties during the 50-minute time between the first bus dismissal and

contractual end of the day. However, high school teachers will continue to be assigned a supervisory duty for one week per year.

Teachers in the elementary schools shall not be assigned supervisory duties during the 40-minute time between the beginning of the contractual day and the first bus arrival.

There is a continued understanding that this time is available for student assistance and help.

This does not apply to teaching assistants.

Section 7 – Handicapped Education

- A. Recognizing that there is a growing number of students with special needs in all classrooms, the District commits itself, through its staff development program, to train all unit members in the most effective methods of teaching this broad range of students including those who have been identified as handicapped.
- B. Special education teachers who teach learning disabled students will meet with the classroom teachers of those students within the first two (2) weeks of the school year or within two (2) weeks of the assignment of a new student. These initial meetings will be followed with periodic review.

Special education teachers who teach self-contained classes will meet individually with the teacher of any class into which these students are mainstreamed before placement. This initial meeting will be followed by periodic review.

Transitional meetings will be held at the K-12 level at the end of each school year to allow the sending teachers to give student information to the receiving teachers.

- C. It is the District's responsibility to provide the least restrictive environment for all students with identified handicapping conditions. Identification decisions are made by the Committee on Special Education, in adherence with Commissioner's Regulations, Part 200. In most cases arrangements to provide the least restrictive environment will be initiated by the assigned special education teacher and the classroom teacher.

When a student from a self-contained classroom is assigned to a regular classroom, the District will provide opportunity for consultation between the teachers involved. The special education teacher will continue to be responsible for the student's IEP goals and will assist the classroom teacher in IEP program modification and supplementary aide, as needed.

- D. The District will provide the special education teachers and other resources necessary to carry out each identified student's IEP. When an identified student is mainstreamed, the instructional modifications to be used in the

regular classroom will be the subject of the professional discussions outlined in Section 7B, paragraph 2, above.

Article Nine Conditions of Employment

Section 1 - Layoffs

- A. In the event layoff shall become necessary and no reassignment is possible, the District shall first lay off teachers in order of seniority within the tenure area in which the reduction is to occur.
- B. In the event of layoffs, the District will actively assist teachers in finding other teaching situations outside the district for the laid-off employee.
- C. In the event of layoffs, the District will institute a preferred eligibility list for recalls which insures tenured teachers that they will be recalled according to seniority with the tenured teacher having the greatest seniority recalled first. Among probationary teachers who are laid off, recall shall be according to seniority, with the probationary teacher having the greatest seniority recalled first. Whenever a tenured teacher is laid off, he/she shall be allowed to assume any teaching position which is open in the district for which he/she is qualified and certified for a period of up to seven (7) years after his/her layoff.
- D. A unit member who is no longer employed by the District due to a reduction in force shall receive health insurance coverage consistent with eligibility criteria of this Section for the calendar days of July and August only. If a reduction in force occurs other than at the close of a school year, no additional coverage shall be effective. Laid off unit members will be able to continue on the District's health insurance plan, after exhausting their COBRA eligibility, at their own expense for up to a total of three years.
- E. All provisions of this Section shall apply to teaching assistants, except for reference to tenure areas.

Section 2 – Contracting

- A. The District agrees that it shall not contract for instructional service with an organization of private enterprise which involves the replacement of current members of the instructional negotiation unit with employees of the private organization.
- B. No current members of the instructional negotiating unit shall be replaced by personnel classified as teacher aides or teaching assistants.

Section 3 – Priority Substitutes

Should any unit member be laid off during the life of this agreement, the District agrees to designate such unit members “first priority substitutes,” and shall give preference to their employment as substitutes in the areas of their certification and in other areas of certification whenever certified substitutes are not available, and if the “laid off” unit

member, in the opinion of the administrator(s), can perform the specified responsibility satisfactorily. First priority substitutes will be paid the current District substitute pay rate for District retirees.

Section 4 - Resignations

If possible, members of the professional staff shall give thirty (30) days’ notice when resigning.

Section 5 – Retiring Unit Members

1. The District agrees to extend a lump sum payment in the amount of 40% of the final year’s salary (schedule and step) to a unit member who retires in their first year of eligibility or first year of eligibility without state penalty, according to New York State Teachers Retirement System (see chart below).
2. For the duration of this Agreement, unit members intending to retire must submit written notification to the Superintendent one year in advance of their intended retirement date. Further, this same unit member must, by February 1, or five (5) months prior to the intended retirement date, submit an irrevocable letter of resignation for retirement.
3. The above mentioned lump sum payment of 40% of the final year’s salary will only be paid to the retiring unit member in that period of time after the formal letter of resignation for retirement purposes has been accepted by the Board of Education.
4. To be eligible, a unit member must have completed twelve (12) years of employment in the Phelps-Clifton Springs Central School District by the effective date of the resignation.

NYSTRS Tier Membership	When first eligible	When first eligible without state penalty (age reduction)	Local Requirement**
1	<ul style="list-style-type: none"> • Age 55 with 5 years of credited TRS service, <i>or</i> • 35 years of service 	<ul style="list-style-type: none"> • Age 55 	12 years of district employment
2	Age 55 with 5 years of credited TRS service	<ul style="list-style-type: none"> • Age 62, <i>or</i> • Age 55-61 and 30 years of service* 	12 years of district employment
3	Age 55 with 5 years of credited TRS service	<ul style="list-style-type: none"> • Age 62, <i>or</i> • Age 55-61 and 30 years of service* 	12 years of district employment
4	Age 55 with 5 years of credited TRS service	<ul style="list-style-type: none"> • Age 62, <i>or</i> • Age 55-61 and 30 years of service* 	12 years of district employment
5	Age 55 with 10 years of credited TRS service	<ul style="list-style-type: none"> • Age 62, <i>or</i> • Age 57-61 and 30 years of service* 	12 years of district employment
6	Age 55 with 10 years of credited	<ul style="list-style-type: none"> • Age 63 	12 years of

	TRS service		district employment
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* Unit members are eligible for the incentive in the first year they reach 30 years of credited service. For example, a Tier 4 member who has 29 years of service at age 55, will be eligible for the incentive in the year s/he reaches 30 years of service (at age 56).

** Unit members must meet the local requirement in order to be eligible for the incentive. Unit members who do not have 12 years of district employment at the time they are “first eligible” or “first eligible without state penalty” will not be eligible for the incentive.

Unique Circumstances

Unit members who fit into the following circumstances

In Tiers 2-4: At age 62 did not have 20 years of credited service
 In Tier 5: At age 62 did not have 25 years of credited service
 In Tier 6: At age 63 did not have 20 years of credited service

will be eligible for the retirement incentive at the following times:

In Tiers 2-4: Upon reaching 20 years of credited service *after* age 62
 In Tier 5: Upon reaching 25 years of credited service *after* age 62
 In Tier 6: Upon reaching 20 years of credited service *after* age 63

These unit members must still meet the local requirement of 12 years of district service first in order to be eligible for the incentive.

Section 5B – Severance Pay

If a tenured unit member is not rehired as a result of a reduction in staff, that unit member will receive an amount equal to five (5) days’ pay for each year of consecutive tenured service from the most recent date of hire or recall to a maximum of thirty (30) days. The pay shall be computed using the individual’s salary for the last year of employment.

Section 5C – Retirement Arrangement

Letter of Understanding: Whenever a unit member becomes eligible to retire, he/she may request a meeting between the Association and the District to discuss the feasibility of the unit member leaving employment prior to the conclusion of his/her final year of employment. Such a meeting will explore if there are any mutual benefits that might accrue to leaving employment early. Such agreements shall be consistent with others made under this letter of understanding.

Section 6 – Position, Vacancy, Transfer

A. Position

1. A teacher/teaching assistant, under the terms of this contract, must be a person who holds a position.
2. A teaching position shall be defined as a certifiable occupation within the school district, whether full or part time. A teaching assistant position shall be defined as an occupation within the school district, whether full or part time.
3. A teaching position must be identified within a tenure area, i.e. elementary, secondary by discipline, special (art, music, etc., K-12).

B. Vacancy

1. A vacancy is a professional certificated position which may be full or part time.
2. A vacancy occurs if and when a person resigns, retires, is terminated, or dies in a position, and the Board of Education decides to continue that position.
3. Due to whatever reason (increased enrollment, mandates of the Regents Action Plan), the Board of Education, acting on the recommendation of the Superintendent, may vote to create an additional teaching position or positions.
4. Procedure to fill vacancies:
 - a) The vacancy shall be adequately published, which shall mean as a minimum that a notice shall be posted in every school and on the District's web site (provided the District has a web site), clearly setting forth a description of, and the qualifications for, the position, including the duties and the basis of compensation.
 - b) Such notice shall be posted as far in advance as possible, ordinarily at least four (4) weeks before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date.
 - c) A unit member, certified and qualified for the posted vacancy, desiring to change grade level, subject area or building assignment, will notify the Superintendent and the building representative of the Association in writing that he/she wishes to be considered for the vacancy.
 - d) Vacancies shall be filled on the basis of qualifications, as determined by the Administration, provided, however, that where two or more applicants are equally qualified, seniority in the district shall be the tie breaker. Unit members who apply for a vacancy and are unsuccessful shall be notified in writing as soon as practicable, with reasons.

C. Transfer/Change of Assignment

Transfer is a change in assignment that necessitates a move to another school building. [There are four "buildings" in the district: primary (K-2), intermediate (3-5), middle (6-8), and high school (9-12).]

1. Involuntary Change of Assignment

It is not the intent of the District to make involuntary changes of assignments capriciously or arbitrarily. Changes in assignments should

produce the best possible educational product. Any change in grade level, courses or departments will be limited by the following:

- a) In departments with four or more members, no more than 25% of a department or a grade level may have their assignment changed in a given school year.
 - b) No individual unit member may have their assignment involuntarily changed more than once in a five year period, except when dictated by a change in course offerings.
 - c) If a unit member has their assignment involuntarily changed and is dissatisfied with his/her new assignment, a committee comprised of the unit member, an Association representative, the immediate supervisor and/or building principal, and a unit member chosen by the individual involuntarily assigned, will meet by May 1 to discuss the effectiveness of the change. This committee has the right to recommend that the unit member be returned to his/her previous assignment.
 - d) Any unit member whose assignment has been involuntarily changed has the option of choosing his/her own evaluative process as per the Annual Professional Performance Review language.
2. Voluntary transfer is a written request by a unit member who prior to May 1 of a given school year, seeks a change of assignment for the next or subsequent school year. Unit members who desire a transfer shall file a written request with the Superintendent of Schools or his/her designee.
- a) Such statement shall include the grade and/or subject to which the unit member desires to be assigned and the building or buildings to which he/she desires to be transferred, in order of preference
 - b) All pending requests for transfer will be considered by the Administration before appointment of new unit members to the desired position(s). If two or more unit members apply for the same vacancy and certification and qualifications are equal, seniority in the school district shall be the tiebreaker.
 - c) Unit members who apply for a transfer and are unsuccessful shall be notified in writing as soon as practicable, with reasons.
 - d) Teachers who voluntarily transfer out of their tenure area shall be returned to their previous tenure area upon their request as soon as a position is available in the tenure area.
3. An involuntary transfer is a transfer where the unit member involved does not request such a transfer and/or the decision to transfer the unit member to a different school or assignment is made without the consent of the unit member involved. It is not the intent of the District to make involuntary transfers capriciously or arbitrarily.
- a) Before such a transfer is made, every attempt shall be made to have a volunteer fill the position.
 - b) If such a transfer is necessary, the unit member chosen for transfer shall be determined by reverse seniority if determined to be certified for the new position.

- c) An involuntary transfer shall be made only after a meeting between the unit member and the Superintendent or his/her designee, at which time the unit member will be notified of the reasons for the proposed transfer. In the event that a unit member object to the transfer at this meeting, upon request, he/she may request the Association arrange a meeting between the Association representative and the Superintendent to discuss the matter.
 - d) No unit member shall be transferred for discriminatory or disciplinary reasons. Assignments within a tenure area should produce the best possible educational product.
- D. Reduction in Staff
- The following procedures shall be followed whenever the District determines that a reduction is necessary in total number of positions in a building or certification area.
1. When the District determines that a reduction is necessary, but before reduction takes place, the Association and all unit members in the affected building or certification area shall be notified.
 2. In the event that a school building is closed and/or the District is reorganized with grade levels being moved from one building to another and it is necessary to reassign affected unit members teachers who are not excessed, the District will notify those unit members of the available assignments within their tenure and certification and solicit from those unit members their preferences regarding those assignments. The District will fill the openings by giving preference to senior unit members who qualify for the positions/assignments.

Section 7 – Seniority

- A. For the purposes of this Agreement, seniority shall be defined as continuous length of service to the school district within the tenure area.
- B. Any part-time teacher of .5 FTE or more, who applies for and is employed for a FTE position in his/her certification area, shall have the length of his/her probationary appointment reduced to two years, provided the half-time employment position immediately preceded the probationary appointment.
- C. A current seniority list will be agreed upon by the Association President and the Superintendent by October 15 of each school year. Each unit member’s seniority in all areas they have accrued seniority in will be noted on the list.

Section 8 – Hospitalization

The District agrees to provide for all unit members payment of hospitalization premium as presently contracted with Blue Cross/Blue Shield of the Rochester Area as follows:

Year	District Payment
2013-2014	89.5%
2014-2015	89%
2015-2016	88.5%

Unit members may select Blue Point, or Excellus Healthy Blue 15-0 (with \$5.00/\$25.00/\$50.00 three-tiered Co-pay Drug Prescription Plan) at the same percentage contribution. Unit members may change the plan in the open enrollment period prior to July 1 of any year. If a unit member while in the employ of the District dies, the surviving spouse may elect to continue Health Care coverage with the District as long as said spouse pays the health premium.

- A. Effective 7/1/77, the District will provide the option known as 2 in 1.
- B. Effective immediately, the District will provide the option known as Redefined Family Unit (established 10/1/78).
- C. Effective 1/1/79, the District will provide the option known as Full Outpatient and Blue Million.
- D. Effective December 21, 2001-December 31, 2007, the District will provide the option known as the \$5.00 co-pay Drug Prescription Plan.
- E. Effective January 1, 2008, the District will provide the options offered through the Non Monroe County School District Plan known as Blue Point 2 High Option with \$5.00/\$15.00/\$30.00 three tier Co-pay Drug Prescription Plan, Full Outpatient and Blue Million with \$5.00/\$15.00/\$30.00 three tier Co-pay Drug Prescription Plan. In addition to the foregoing, the District will provide the option known as Preferred Care Opportunity Plan.
- F. Effective September 1, 2010, the District will provide the options offered through the Non Monroe County School District Plan known as Blue Point 2 High Option with \$5.00/\$20.00/\$35.00 three-tiered Co-pay Drug Prescription Plan, Full Outpatient and Blue Million with \$5.00/\$20.00/\$35.00 three-tiered Co-pay Drug Prescription Plan. From October 1, 2010 through June 30, 2012, the savings derived from this change will remain with the District.
- G. Effective July 1, 2013, the District will provide the option offered through the Non Monroe County School District Plan known as Blue Point 2 High Option with \$5.00/\$20.00/\$35.00 three-tiered Co-pay Drug Prescription Plan and Healthy Blue 15-0 (with \$5.00/\$25.00/\$50.00 three-tiered Co-pay Drug Prescription Plan).
- H. Effective July 1, 2013, the District will reimburse currently employed members of the bargaining unit and those who actually retire and those who have actually retired since January 1, 2008 under the rules of the New York State Teachers' Retirement System directly after leaving the District for all prescription expenditures that exceed the \$5.00 co-pay Drug Prescription Plan as set forward in the 2001 through 2005 collective bargaining agreement. This reimbursement includes all eligible participants covered by the District's health insurance plans. (This system replaces the "pool" of \$38,500 used for reimbursement of these same expenses that was contained in the 2008-2013 contract.)
- I. Current unit members employed as of December 31, 2007 who wish to maintain the \$5.00 Prescription Drug Plan may do so ~~but~~ by paying 18% of the premium for the plan.
- J. Unit members on unpaid leaves of absence, other than unpaid sick leave, shall not be eligible for health insurance payments by the District. However, such unit members may join at group rates if they pay the District for such

coverage. The District will reimburse any unit member on leave for health insurance payments for the months of July and August, provided that said unit member returns to employment in the subsequent September. At the Superintendent's discretion and not subject to the grievance procedure, the payment of group rates of health insurance premiums for the months of July and August can be waived.

- K. Effective 1/1/80, the District will provide the option known as Dental Plan I, single coverage only. Effective 10/1/80, the District will provide family coverage for those members of the unit who are enrolled in Dental Plan as family members.
- L. Unit members who commence an unpaid leave for maternity reasons (see **Article Ten**), shall receive health insurance coverage continuation for the first ten (10) weeks of such leave. Such coverage shall be consistent with the above provisions of this section.
- M. The parties mutually agree that teachers employed after 7/1/88 shall pay the following percentage of the single and family coverage: 1994-95: 25%; 1995-96: 20%; 1996-97: 15%; 1997-98: 10% ;2013-2014: 10.5%; 2014-2015: 11%; 2015-2016: 11.5%.. Any teaching assistant employed after 7/1/88 shall pay for 10% of the single or family coverage and in 2013-2014: 10.5%; 2014-2015: 11%; 2015-2016: 11.5%.

The parties mutually agree that teachers employed prior to 7/1/88 shall pay the following percentage of the single and family coverage: 1994-95: 0%; 1995-96: 5%; 1996-97: 8%; 1997-98: 10%; 2013-2014: 10.5%; 2014-2015: 11%; 2015-2016: 11.5%. . Any teaching assistant employed prior to 7/1/88 shall pay 0%.

- N. The parties mutually agree that the District will provide the same health insurance benefits to an employee (or his/her surviving spouse) covered by this Agreement at the time of his/her retirement as are in effect on June 30th of the year the employee retires. A surviving spouse may elect to continue health care coverage with the District as long as said spouse pays the premium. The surviving spouse will be eligible for reimbursement for prescription drug costs as specified in paragraph H above provided they pay the premium for such insurance.. If the spouse is a retired unit member, he/she will be covered under the terms of the contract when he/she retired.
- O. Unused sick time may be used in the following manner by retiring employees to defer their annual health insurance percentage contribution:
 - An account will be established for each retiring unit member by applying 50% of BA Step 1 Salary (1/200) for each accumulated sick leave day up to a maximum of 180 days. This account will be used to pay the retired unit member's annual health insurance contribution until such time that the account is exhausted. These individual retirement accounts will become available effective the 1995-96 school year. This account cannot be converted to cash payment.

- P. The District agrees to pay a sum of \$1250 at the conclusion of each school year to every unit member who has not participated in the district health insurance program. This amount shall be pro-rated for unit members who have not participated in the district's health insurance program for less than 10 months preceding the end of the school fiscal year. This benefit is not to replace health insurance for a unit member and may be taken through the flexible spending account. Unit members retiring after July 1, 2010 may take the District's health insurance buyout should they not participate in the District's health insurance plan.
- Q.. The District agrees to establish a Flexible Spending Account benefit under current sec. 125-129 for unit members. A unit member may have deducted from his/her salary an amount of money that will be used to purchase eligible expenses. The unit member will give written notification to the District of the amount to be deducted prior to the date required by the District's third party administrator (typically late November) of each school year.
- R. The District shall contribute forty dollars (\$40) annually to be used toward the vision care plan.
- S. Unit members hired after July 1, 2012, are not eligible to enroll in the Blue Million health insurance program. Effective January 1, 2013 Blue Million is no longer offered by Excellus Blue Cross/Blue Shield and therefore is no longer an available plan for any unit member.
- T. Retired unit members may, in retirement, switch to any health insurance plan offered to retirees by the District at the time they are interested in changing plans. Such change may only occur during an open enrollment period or other allowable time as dictated by the health insurance provider or collective bargaining agreement. The District and the retiree will each contribute the percentage toward the premium that was contributed at the time of retirement. The terms herein shall not diminish or enhance the retiree's health insurance benefits.
- U. Upon becoming Medicare eligible, retirees will enroll in Supplemental C or Medicare Blue Choice PPO with the same drug rider they had on June 30th the year they retired (see paragraph N above).

Section 9 – Grievance Procedure

- A. Definitions
 1. A grievance is a claim by a unit member or a group of unit members that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement.
 2. The Superintendent is the executive officer of the Board of Education and the responsible administrator of the school district.
 3. Association shall mean the Phelps-Clifton Springs Faculty Association.
 4. Aggrieved Party shall mean any person or persons in the negotiating unit making the claim.
 5. Grievance Committee shall be designated by the Phelps-Clifton Springs Faculty Association.

6. Party of Interest is the person or persons making claim and any person who might be required to take action or against whom action might be taken to receive the claim.
7. Hearing Officer shall mean any individual appointed by the Board of Education charged with the duty of rendering decisions under C-3.
8. Union Representative is a person designated by the Faculty Association.

B. Procedure

1. If a grievance affects more than one unit member in more than one school, it may be submitted by the Association under C-2 below, with the parties of interest listed.
2. a) In the event a grievance is filed on or after June 1, upon request by, or on behalf of the aggrieved party, and with agreement of the Superintendent, 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 school year or as soon thereafter as possible.
b)The Superintendent, Board of Education, and the Association agree to facilitate any investigation which may be required and to make available any and all material, relevant documents, communications, records concerning the alleged grievance.
c) True copies of materials vital to the grievance case which may include individuals not party to the grievance shall be acceptable.
3. If a unit member does not initiate a grievance within thirty (30) school days after the occurrence which led to the grievance, the grievance shall be waived.
4. If the appropriate administrator does not respond to a grievance within the time limit prescribed, the grievant may proceed to the next step of the grievance procedure. If a grievant does not comply with the time limits prescribed, he/she shall be given a notice that he/she has, upon receipt, three additional days for compliance. Failure to comply by the end of the three-day period will cause the grievance to become null and void. The time periods established should be considered maximum. The parties agree that the expeditious handling of grievances is highly desirable.
5. Nothing herein contained shall be construed as limiting the right of any individual having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted within the terms of the current negotiated Agreement.

C. State of Grievance

1. The aggrieved party and his union representative and/or a member of the grievance committee will first take up the matter informally and verbally with his immediate supervisor and building administrator. If the grievance is not resolved informally, it shall be reduced to writing and presented to the building administrator within twelve (12) school days after the informal discussion. The written grievance shall include the name and

position of the aggrieved party, the claimed violation, misinterpretation or inequitable application of the provision or provisions of the Agreement, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and redress sought by the aggrieved party. Within twelve (12) school days after the written grievance is presented to him/her, the building administrator shall, without further consultation with the aggrieved party, render a decision thereon, in writing, and present it to the aggrieved with a copy to the Superintendent.

2. If the grievant is not satisfied with the written decision of the building administrator, he/she may, within twelve (12) school days of receipt of the building administrator's decision, submit the grievance to the Superintendent. The Superintendent shall render his decision within twelve (12) school days of the receipt of the grievance.
3. If the grievant is not satisfied with the decision of the Superintendent, he/she may, within twelve (12) school days of the receipt of the decision, submit his/her grievance to the Board of Education. The Board of Education will render its decision within twelve (12) school days of the receipt of the grievance.
4. The grievant will submit his request for arbitration to the Grievance Committee who, by the majority vote, will decide if the grievance warrants a movement to arbitration. If not, the request terminates in committee. If the request is voted out of committee, the committee will notify the Board of Education in writing that it wishes to proceed to arbitration.
5. The arbitrator may be selected by mutual agreement of the parties within fourteen (14) school days of the Board being informed. Failing mutual agreement, the Association and the Board agree to abide by the rules of the American Arbitration Association in the selection of the arbitrator and in the arbitration hearings.
6. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under the Agreement, shall be final and binding by the parties of the dispute. Whereas the decision of the arbitrator will be binding upon both parties, he/she shall have only the power to interpret what the parties to the Agreement intended and to establish a remedy that is consistent with this interpretation.
7. Within five (5) school days after both parties receive the arbitrator's decision, the parties shall meet to implement the ruling. The cost of arbitration will be borne equally by both parties.

Section 10 – Part-time Unit Members

Compensation for part-time unit members shall be in accordance with District policy in effect 11/17/80, as follows:

75% of the day is devoted to teaching. Normally there are five periods of such instruction performed by each teacher or teaching assistant(15% per period). 25% of the day is devoted to the remaining three periods that a teacher/teaching assistant would somehow be involved with students (study halls, cafeteria assignment, student help, or club activity during 9th period – 8 1/3% per period).

Each unit member in the district, who works less than full-time at the secondary level, would have his/her salary computed accordingly. Part-time unit members shall not be assigned to a club.

Section 11 – Traveling Unit members

- A. A classroom teacher or teaching assistant who travels is defined as one whose work assignments require him/her to work in more than one of four buildings.
- B. A unit member who travels shall have the same assignment as any other unit member (i.e. secondary assignment – five classes, two assigned supervisory assignments, one preparation period). Should the District assign a daily schedule requiring that the teacher move from site to site within the District during the regular hours of instruction, one of the supervisory assignments shall be waived.
- C. The building administrator will make every effort to provide traveling unit members with a single classroom or teaching station within the building.
- D. Positions for traveling unit members shall be filled by first asking for volunteers.
- E. Traveling unit member's hours of employment shall be determined by the member's daily starting time each day.
- F. Teachers traveling between the middle and high schools, or between the primary and intermediate schools, may not need travel time as stated in Article 9, Section 11(B). The principals will work with the teacher and the Association representative to schedule this so as to have the least impact on the teacher.

Section 12 – Job Share

Tenured unit members may apply for job sharing. The District will determine the availability of the job sharing positions. Unit members wishing to share a position shall apply in writing to the Superintendent by March 15. Application should be made on a one year basis and must be reviewed each year.

- A. Job sharing shall be by definition two unit members sharing one full time position. Job sharing assignments shall be filled only by unit members who have agreed to work together under a mutually developed plan.
- B. Unit members will be eligible for 50% prorated benefits of the Agreement, except that their salary will be one half of that of a full time unit member. (The unit member shall be entitled to half of all benefits given to all full time faculty members...health and other insurances, all leave time, etc.)

- C. Unit members shall retain full seniority earned prior to becoming a job sharer. Additional seniority shall not accrue during the time served as a shared unit member, and the District will inform the member in writing of the non-accrual of seniority.
- D. Job sharers shall attend full workshop days, open house, and such other professional meetings as may be required without the payment of additional salary.
- E. Job sharers may substitute for each other with the approval of their supervisor at the district's substitute rate for district retirees.
- F. Applications may or may not, in the Superintendent's sole discretion, be approved on a yearly basis.
- G. If denied, the unit member shall be notified no later than May 1, and the reason for denial will be given in writing.
- H. At the time an application is approved, the unit member shall agree in writing:
 - 1. to their school and subject assignment for the year.
 - 2. to the rate of compensation for the assignment.
- I. Upon conclusion of a job sharing position, a unit member shall return to a full time position in the district, consistent with the Education Law and this Agreement, with all rights and benefits unless the job sharing position is continued for another year.

Section 13 – Teachers on Special Assignment

- A. A teacher appointed as a Teacher on Special Assignment shall be granted a leave of absence from the teacher's position for the duration of the appointment.
- B. If the teacher performs teaching duties during the appointment for less than forty percent (40%) of that teacher's time, the teacher shall accrue no seniority in the tenure areas or bargaining unit.
- C. During the appointment, the teacher shall retain all other benefits of the agreement, unless otherwise agreed to in writing by the teacher, the District and the Association.

**Article Ten
Absences and Leaves**

Section 1 – Sick Leave

- A. Each member is to be granted twelve (12) days of sick leave per year for personal illness, illness in the family, or physical disability. Unit members shall be able to accumulate 260 days of sick leave for personal illness and physical disability. Unit members will receive a statement of accumulated sick leave, recorded as of June 30, before October 1 of each school year. Upon request and by approval at the discretion of the Superintendent, some

accumulated sick leave days may be converted to family illness days if needed by the unit member.

- B. Should a unit member become aware of a future period of temporary physical disability due to scheduled surgery, pregnancy, etc., the Superintendent shall be notified as soon as practical and shall be furnished in writing the member's and his/her physician's best estimate as to the commencement and termination of the period of disability. The physician shall submit additional certificates at the onset of actual physical disability and the termination of such physical disability. At his discretion, the Superintendent may request, and the member shall honor such request, a physical examination by the school physician at District expense.
- C.
 - 1. The period of temporary disability shall include the time required prior to confinement, and confinement and recovery during which the employee is actually physically unable to perform his/her employment tasks. At the discretion of the unit member, accumulated sick leave may be applied to the period of temporary disability. This shall include the Family Leave Act.
 - 2. In addition, the District will honor unit members' requests to use accumulated sick leave days for maternity leave as requested (see AAA Case No. 15 390 00399 07).
- D. Five days' notice shall be given whenever it has been determined that a unit member who has been physically disabled for an extended period of time for surgery, pregnancy, etc., is now physically capable of assuming his/her school responsibility.
- E. For summer employment, a unit member shall be granted one-half day sick leave for each two weeks' employment at the rate established for that period. Unused sick leave for summer employment shall be added to the unit member's accumulated sick leave only if the unit member is employed on a regular basis in the District.
- F. During any prolonged illness of more than one month, the District shall continue the unit member's hospital-surgical insurance coverage in full force and effect until such time as the unit member returns to work. Such period, however, shall not exceed one year. The District shall reserve the right to determine coverage beyond the one year period.
- G. Teaching assistants who, during any academic year, do not use in any form, any of their accrued sick leave, will receive a bonus of \$250. This will be paid in a lump sum at the beginning of the following school year.
- H. For purposes of adoption, the Superintendent may grant the unit member use of twenty percent (20%) of that member's accumulated leave days. In extraordinary circumstances, the Superintendent may agree to an additional number of days.

Section 2 – Sick Leave Bank

- A. The District will establish a sick leave reserve to aid unit members who suffer prolonged illness or disability and who have exhausted their sick leave during

an extended period of illness/disability. When family illness days are exhausted, unit members may apply for additional days.

- B. The Sick Leave Bank was established between January 1 and June 30, 1981, when each teacher who wished contributed two days to the bank.
- C. For each subsequent year the above procedure has been followed except that the contribution period commences on each September 1 and Teaching Assistants were included as of April 16, 1999.
- D. The District agrees to contribute one sick leave day for every two sick leave days contributed by the unit members.
- E. The maximum number of days allowed to accumulate in the bank will be 1200 days. If the accumulation falls below 500, the contribution process will be initiated immediately.
- F. A committee consisting of two members appointed by the President of the Association and two members appointed by the Superintendent, will draw up procedures and guidelines, and administer the bank. Decisions of the sick bank require a majority vote of the committee.
- G. The committee may request a written statement of the unit member's physical condition from a duly licensed New York State physician.
- H. Any member of the Sick Leave Bank may voluntarily contribute up to fifteen (15) sick days to the bank during the month of June of each year. For this section only, the District will not match such a contribution.

Section 3 – Personal Leave

- A. The District will grant to all unit members three days' leave to conduct pressing business that cannot be conducted outside of school hours, such days, if not used, will accumulate as personal days up to five (5) personal days. Accumulated personal days above five will be added to accumulated sick leave. Or, if requested by the unit member, all unused personal days will be added to accumulated sick leave. Personal leave is not to be used for recreational interests. Except in cases of emergency, five days' notification will be given when using personal leave. Application for personal leave should be made to the Superintendent through the building administrator. Unit members need not state the nature of the personal business concerned. If however, a unit member wants to use more than three personal days (up to two additional personal days) in a school year, he/she shall make an application/request to the Superintendent. The Superintendent shall render a decision on the application/request which shall not be subject to review through the grievance and arbitration procedure.

Teachers may use one of these days immediately before or after a vacation of any duration, with no more than two teachers per building allowed for any one vacation of any duration, on a first come-first serve basis. If there are more requests than this limitation, a lottery system will be used. Once a teacher uses this benefit, they will not be eligible again for five years. Teachers must

submit a request for this day by September 15 of each year. This deadline may be waived by the Superintendent.

For teaching assistants, personal leave taken before or after a holiday or vacation will be limited to one employee per department, per building, on a first come-first serve basis, and the use of the official district forms properly submitted.

- B. A vacation of any duration is defined as Thanksgiving and Christmas vacations, February recess, Easter/spring vacation, summer recess.
- C. In extraordinary situations, the Superintendent may, upon written application of and discussion with the unit member, grant extra days of personal leave.
- D. The Association will assume active responsibility in providing guidance to unit members in the responsible use of personal leave.

Section 4 – Bereavement Leave

- A. The District will grant to all unit members four days' special leave in the event of a death in the family. This is neither personal sick leave nor is it a deduction from accumulated sick leave.
- B. The District will grant an additional bereavement day whenever the death occurs at a location in excess of one hundred fifty (150) miles from the district.
- C. In extraordinary situations, the Superintendent may, upon written application of and discussion with the unit member, grant extra days of bereavement leave.

Section 5 – Jury Duty

Unit members serving as a juror shall receive full pay less jury fees during such duty.

Section 6 – Leaves of Absence without Compensation

- A. Any unit member may request a leave of absence without pay for an extended period of time, to a maximum of two years and ending at the beginning of the semester, for good and demanding reasons as may be determined by a leave committee comprised of the Association President, two other persons appointed by the Association, and two persons appointed by the Superintendent.

In its decision, the leave committee may give consideration to one or more of the following conditions:

- 1) the specific nature of the problem or project
- 2) the contribution the candidate has made to the District
- 3) years of effective service to the District
- 4) availability of competent replacement(s)

- B. Applications for such leave will be made directly to the leave committee. The committee will forward the request together with its recommendation to the Superintendent, who will present the request and recommendation to the Board. The Board shall have the right in its discretion to grant or deny such leave without the establishment of any precedent thereby.
- C. Unit members elected or appointed to a political office or to a position in a professional organization may be granted a leave of absence for the duration of such term of office by the Board of Education. Procedures shall follow those provided as specified in this subsection (subsection A, Section 9, Article 10).
- D. Child Care Leave: a unit member may apply for and will receive an unpaid leave of absence for the purpose of child bearing and/or rearing for a period of time not to exceed two (2) years. In the case of a birth of a child to a woman unit member, the unpaid leave for that unit member will commence:
 - 1. with the termination of a disability leave under the child bearing part of child care leave.
 - 2. with the birth of the child if no disability leave under Child Care leave of the Agreement has been taken and if the birth is during the school year.
 - 3. with the beginning of the school semester immediately following the birth of the child if no disability leave under the Child Care Leave is taken, or
 - 4. with the date of adoption of a child.
 - 5. For a male unit member, this leave shall commence with either section 2, 3 or 4 above, whichever is appropriate.A unit member will return from this leave with all rights, privileges and benefits to which that unit member was entitled at the onset of such leave. After ten (10) weeks of paid premiums, a unit member may continue in the District's health insurance plan upon payment of his/her premiums.
- E. Short term leaves: Any short-term leave which does not fall within the provisions of paid personal leave, bereavement leave, academic leave, sick leave, military leave, and maternity leave, may be granted without compensation for a period not to exceed ten (10) days in any school year upon the approval of the Superintendent.

A written request for such leave shall be submitted to the building principal as soon as possible, but at least forty-eight (48) hours prior to the leave date.

Section 7 – Military Leave

- A. A military leave shall be granted for persons called into temporary active duty of any unit of the United States Reserves or the New York State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. The unit member shall receive full pay, governed by New York State law and regulations, not to exceed thirty (30) days.
- B. Military leave will be granted to any unit member who is inducted into any branch of the armed forces for the United States.

- C. Upon return from such leave a unit member will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

Section 8 – Visitation Days

No set number of visitation days for unit members to visit other school systems has been established. Unit members who have a specific purpose in visiting another system should discuss that purpose with the administration. They will be encouraged to make those visitations deemed valuable.

Section 9 – Academic Leave

The District agrees to grant academic leave(s) to unit member(s) provided the District approves the purpose of such leave.

- A. Academic leave is intended to afford unit members an opportunity to improve their ability to render educational service to the District. Such achievement is usually obtained by
 - 1. Formal study – a program of at least nine (9) hours of graduate study taken at a recognized college or university. Such hours need approval from the Superintendent.
 - 2. Independent study – research/writing/course work: a program of independent study which promises professional values equivalent to that derived from formal study.
- B. Academic leave may be granted to unit members who have tenure status in the District and permanent certification. Unit members may apply for and receive Academic leave for a period of time from one (1) week to one (1) year.
- C. Any unit member who wishes to be considered for Academic leave must
 - 1. prepare a written statement of the proposed plan, describing in detail the reasons for such request and the expected outcomes for the improvement of instruction within the District.
 - 2. secure the cooperation of the department or area in which the unit member is presently working.
 - 3. submit the proposal to the Academic Leave Committee.
- D. The Academic Leave Committee
 - 1. shall consist of one Board of Education member, one administrator, the department chairperson, or his/her delegate, provided there is an application from that department, and one unit member from each building, appointed by the Association President.

2. All members of the current committee shall be present before any action on a proposal will be submitted to the Board of Education.
 3. The committee shall meet and make its recommendation within thirty (30) days of an applicant's receipt.
- E. The Board of Education will review the report of the Academic Leave Committee and take appropriate action. In granting such leave(s), the merit of the proposal shall be the significant factor in determining who shall receive the leave(s). The Board will submit a written report of its decision, and the reasons for them, to the Academic Leave Committee and to the applicant(s).
- F. Conditions governing leave:
1. Unit member(s) on leave up to a duration of one semester will be paid according to the salary schedule in effect. Any leave longer than one semester will be paid at one-half the scheduled salary.
 2. Unit member(s) enrolled in graduate courses during Academic leave will have the option of
 - a) having such hours earn salary credit according to contractual schedules.
 - b) having the District pay educational costs incurred in the earning of such graduate credits.
 3. If the unit member on Academic leave is unable to fulfill the purpose thereof by reasons of illness or any other legitimate reason beyond his/her control, the leave shall terminate and the unit member shall be available for appropriate assignment at full salary, or the unit member will be placed on sick leave.
 4. No one unit member shall be granted more than one Academic leave every five years if the initial leave exceeds three months.
- G. Return from leave:
1. The unit member shall be restored to his/her position or a position of like nature and status. He/she shall be entitled to any and all increments, whether automatic or from revisions. The unit member will make such reports as are indicated in the initial application.
 2. Under certain circumstances, a staff member may request a waiver of intent of return to service, although he/she desires to fulfill his/her professional obligations. In such cases, the unit member must submit a formal request to the Superintendent that the intent to return be waived, stating the nature of the circumstances surrounding such request.
- Where no such arrangement has been requested, the unit member returning from leave agrees to remain in the employ of the District for two consecutive years.
3. Failure to complete the contractual intent of the Academic leave will result in the unit member being liable for any salary paid to him/her by the District, on a pro-rated basis, while on such leave.
- H. The Academic Leave Committee, referred to in Section D above, will establish a schedule to accommodate the applicants.

Article 11
School Psychologists and Guidance Counselors

For the term of this Agreement, the school psychologist(s) will be paid a 5% rate differential above the appropriate step and schedule on the teacher salary schedule (Appendix A). Guidance counselors will receive an annual \$500 stipend, and are expected to work at least six (6) nights in addition to the two organized building-wide evening events. Unit members with National Association of School Psychologists certification will receive an annual \$300 stipend.

Article 12
Aquatics Coordinator

The Aquatics Coordinator shall work the hours specified for teachers in the collective bargaining agreement plus additional hours during the evenings and on weekends in order to carry out the duties of the position. He/she shall work twenty (20) days during the summer (after the teacher work year is concluded), thereby making this an eleven month position and will receive a stipend of 10% of his/her current salary for the work performed for the eleventh month of the position as described herein. The Aquatics Coordinator will receive a stipend of \$7,000 for work performed during evenings and on weekends during the regular school year as provided herein.

Article 13
Compensation

Section 1 - Base Salary

- A. See Appendix A for Teachers' salaries
- B. At the end of the contract period, June 30, 2005, the maximum increment shall be 2% of step if a successor agreement has not been concluded between the parties.
- C. See Appendix B for Teaching assistants' salaries. Teaching assistants will be paid an annual salary based on the school year and day as defined in the current Agreement.
- D. The District will pay longevity payments to teaching assistants as follows:

	2013-2014	2014-2015	2016-2017
10-14 years of service	\$495	\$495	\$495
15-19 years of service	\$640	\$640	\$640
20-24 years of service	\$855	\$855	\$855
25+ years of service	\$910	\$910	\$910

Section 2 – Placement

- A. The District will determine the step upon which each unit member is hired. Thereafter, such unit member will advance one step on the salary schedule for

each additional year of service in this District until he/she reaches the highest step on the schedule.

- B. The computation for determining the salary of part-time unit members shall be on a pro-rated basis, in accordance with existing Board policy.
- C. The basis for the determination of percentage of a total teaching day shall be the use of the total number of teaching periods in a school day, and in accordance with Article Nine, Section 10.

Section 3 – Master’s Degree

The differential for those who have earned a Master’s Degree is reflected in the salary schedule for July 1, 2010 as \$850 and for July 1, 2012 as \$950.

Section 4 -- Non-Elective Contribution

Beginning, July 1, 2007, the District agrees to make a non-elective contribution of one hundred twenty five dollars (\$125) annually per unit member to a 403(b) fund (TDA/TSA).

Beginning July 1, 2011, the District agrees to make a non-elective contribution of two hundred and twenty five dollars (\$225) annually per unit member to a 403(b) fund (TDA/TSA). Beginning July 1, 2012, the District’s contribution will be three hundred dollars (\$300) annually. The non-elective contribution will be remitted by the District by September 30th of each year.

Section 5 – Professional Improvement

- A. It is the position of the District and the Association that an effective, comprehensive, district-based staff development program is a primary vehicle, although not an exclusive one, for enhancing and retooling staff skills in addition to providing exposure to new information, research, and methodology. It is also the position of the District and the Association that an effective staff development program should:
 - 1. support the stated goals of the district/school/classroom in terms of student outcomes.
 - 2. include a comprehensive planning process with extensive system building, and/or individual contributions.
 - 3. provide continuous support for all levels of staff, including Board members, administrators, teachers, and non-teaching staff.
 - 4. utilize a broad range of human resources from within schools (BOCES), institutions of higher education, and the community when and where appropriate.
 - 5. emphasize professional and personal growth and development rather than remediation.
 - 6. fit the nature and length of the staff development activity to the purpose intended (orientation, short term exposure, in-depth training leading to behavior change, in-service programs, etc.).

B. Graduate Hours/In-Service Hours

1. The District agrees to pay all teachers the amount listed on the salary schedules of each year of the Agreement for each three hours of approved graduate study beyond the baccalaureate level. This sum will be paid at the end of the semester in which it is earned. Proof of graduate hours and/or in-service hours submitted after July 1, will be paid at the rate stated in Appendix A for each block of three hours. Beginning July 1, 2001, if BOCES offers a minimal stipend (70% of hourly wage or less) for completing a course, the District will also give in-service credit. In order for the teacher to receive the stipend, courses must be recorded as follows: fall courses by March 15, spring courses by August 1; and summer courses by October 15. It is each teacher's responsibility to see that his/her data card, filed in the district office, is completely up-to-date in this regard.
2. For teaching assistants, tuition, supplies and expenses for job-related classes and/or workshops shall be paid for by the District. The District will pay \$150 per block of three in-service hours.
3. For teaching assistants, advance notice will be given. Applications to attend will be submitted on a form provided to the building principal and must be approved by the Superintendent.

C. Granting of Credit

1. In-service credit hours shall be cumulative only in pre-approved programs or activities of related topics, spread over several sessions. Unit members may accumulate in-service hours in order to receive payment for the in-service credit.
2. When such cumulative hours reach fifteen (15), one (1) in-service credit will be accorded the unit member. A minimum of fifteen (15) after-school classroom participation hours shall be required for one (1) hour of in-service credit on the salary schedule; in-service credit will be granted only for programs which are conducted beyond the regular school day and approved by the District Education Committee.
3. Unit members enrolled in approved in-service programs which run less than fifteen (15) after-school participation hours, but at least eight (8) hours, shall receive one-half in-service credit hour on the salary schedule. No in-service credit will be granted to those participants who do not fulfill the workshop requirements or who enroll in workshops of less than eight (8) hours.
4. Such cumulative in-service hours may include, but not be limited to:
 - a) planning/writing of curricula initiated by the District
 - b) Junior Great Books
 - c) Writer's Workshop
 - d) Talents Unlimited
 - e) ILA

D. After hours in-service workshop attendance shall be voluntary for tenured teachers.

- E. The basic costs (supplies, speakers, duplicating, etc.) of in-house in-service workshops shall be paid by the District.
- F. Payment for local curriculum planning/writing when it takes place during the summer will be at the rate stated in Appendix C, not to exceed six (6) hours per day. The number of days will be mutually determined by the scope of the curriculum product.

Section 6 – Special Assignments

- A. The District agrees to pay to those unit members approved by the Board, the amounts of money indicated on the appropriate appendices. (Appendices are an integral part of this agreement.)
- B. Unit members will be hired before individuals who are not Phelps-Clifton Springs employees in the following situations:
 - Unit members qualified to coach interscholastic sports
 - Unit members who are interested in game administration (timer, scorer, camera person, announcer, head supervisor, supervisor, bus chaperone, ticket seller, etc.)
- C. Unit members who are teachers will be given preference for all of these positions.
- D. Unit members will be paid according to the established policy.
- E. All provisions of this Agreement shall apply to all instructional summer employment. Compensation for summer instruction is listed in Appendix C.
- F. All positions in Appendices C and D shall be posted. The parties recognize the Memorandum of Agreement regarding certain exemptions for special assignments, dated 6/4/03.

**Article Fourteen
Management Rights**

The District retains whatever administrative rights it possessed prior to the signing of this Agreement, provided that no rights granted both parties in Article Four of this Agreement are diminished or abridged.

**Article Fifteen
Parent Conferences**

Whenever possible, the District shall provide adequate building security for any after school parent conference. Adequate security is defined as having someone other than the unit member in the building: administrator, cleaner, custodian, etc.

Article Sixteen
Health and Safety Committee

There shall be established a joint Association-District Health and Safety Committee, consisting of equal numbers of Association and District representatives, but not less than two nor more than four each.

- A. The joint committee shall meet at least five (5) times per calendar year, at a regularly scheduled time and place, for the purpose of jointly considering, inspecting, investigating, and reviewing health and safety conditions and practices, investigating accidents, and making constructive recommendations with respect to (including, but not limited to) the implementation of corrective measures to eliminate unhealthy and unsafe conditions and practices. Such meetings shall be conducted during the school day with release time granted to Association members.
- B. All matters considered and handled by the committee shall be reduced to writing, and joint minutes of all meetings of the committee shall be made and maintained. Copies thereof shall be furnished to the Association President and the Superintendent.
- C. Time spent in connection with the work of the committee by Association representatives, including “walk around” time spent in relation to inspection and investigation, shall be provided without loss of pay or preparation time.
- D. The District will not compel a unit member to perform any duties that might be an imminent threat to the health and safety of the member. Any such health and safety threat shall be reported to the building administrator as soon as possible.

Article Seventeen
Complaints against Unit Members

Any serious parental complaint(s) against a unit member which will be formally investigated by the administration will be communicated immediately by the building principal to the member involved.

The District will take no formal action against the unit member unless a meeting is held among the member, the parent(s), the building administrator, and, if so requested by the unit member, an Association representative.

The unit member will have the right to make any written response regarding the complaint and have this response made part of his/her personnel records.

Article Eighteen
Duration and Publication of Agreement

This contract shall be effective as of July 1, 2013 and shall continue through June 30, 2016. This Agreement shall constitute the commitments between both parties and shall remain in force for the duration except as it may be altered or changed by mutual agreement of the parties.

- A. Both parties agree that circumstances may warrant a re-opening of negotiations to deal with proposals which may affect the terms and conditions of this contract.
- B. The final agreement shall be printed at joint expense of the District and the Association. Both parties agree to work toward the goal of providing to each unit member a copy within thirty (30) days after ratification.
- C. The District shall furnish each unit member with two (2) statements of earnings within forty-five (45) days after all parties accept the final Agreement. If a final agreement is not reached by September 1, the District shall furnish each unit member with a statement of earnings based upon the Agreement last in effect with the second paycheck of the new school year. One statement shall include the unit member's base salary based upon the appropriate agreement. The second statement shall include other sections of the appropriate agreement and the stipend specified.

In witness thereof – the following parties do agree that they have entered into a contract described herein.

by _____
President, Phelps-Clifton Springs
Faculty Association
Date _____

by _____
Superintendent, Phelps-Clifton Springs
Central School District
Date _____

by _____
Negotiations Chair, Phelps-Clifton Springs
Faculty Association
Date _____

by _____
Negotiator, Phelps-Clifton Springs Faculty Association
Date _____

by _____
Negotiator, Phelps-Clifton Springs Faculty Association
Date _____

Appendix A
Teacher Salaries
2013-2014

Step								
No.	Index	BA	BA + 30	MST	BA + 60	MST + 30	BA + 90	MST + 60
1		38,680	40,330	41,280	41,980	42,930	43,630	44,580
2	1.0099	39,063	40,713	41,663	42,363	43,313	44,013	44,963
3	1.0116	39,127	40,777	41,727	42,427	43,377	44,077	45,027
4	1.0408	40,258	41,908	42,858	43,558	44,508	45,208	46,158
5	1.0556	40,830	42,480	43,430	44,130	45,080	45,780	46,730
6	1.0778	41,690	43,340	44,290	44,990	45,940	46,640	47,590
7	1.1002	42,557	44,207	45,157	45,857	46,807	47,507	48,457
8	1.1232	43,447	45,097	46,047	46,747	47,697	48,397	49,347
9	1.1470	44,366	46,016	46,966	47,666	48,616	49,316	50,266
10	1.1759	45,485	47,135	48,085	48,785	49,735	50,435	51,385
11	1.1978	46,329	47,979	48,929	49,629	50,579	51,279	52,229
12	1.2018	46,484	48,134	49,084	49,784	50,734	51,434	52,384
13	1.2059	46,643	48,293	49,243	49,943	50,893	51,593	52,543
14	1.2104	46,819	48,469	49,419	50,119	51,069	51,769	52,719
15	1.2306	47,599	49,249	50,199	50,899	51,849	52,549	53,499
16	1.2560	48,584	50,234	51,184	51,884	52,834	53,534	54,484
17	1.2869	49,776	51,426	52,376	53,076	54,026	54,726	55,676
18	1.3211	51,099	52,749	53,699	54,399	55,349	56,049	56,999

Off step: 2013-2014 gross salary increased by 2%

Graduate Hours equal \$55 per hour additional
Masters' Degree equals \$950

Teachers receiving National Teacher Certification designation will receive a stipend equal to ten percent (10%) of their current salary, up to \$4000 per year

1/200th means 1/200 of a unit member's current salary as determined by the
Commissioner of Education in defining per diem pay rate

Teacher Salaries
2014-2015

Step		BA	BA + 30	MST	BA + 60	MST + 30	BA + 90	MST + 60
No.	Index							
1		39,067	40,717	41,667	42,367	43,317	44,017	44,967
2	1.0099	39,454	41,104	42,054	42,754	43,704	44,404	45,354
3	1.0199	39,844	41,494	42,444	43,144	44,094	44,794	45,744
4	1.0216	39,910	41,560	42,510	43,210	44,160	44,860	45,810
5	1.0511	41,064	42,714	43,664	44,364	45,314	46,014	46,964
6	1.0660	41,646	43,296	44,246	44,946	45,896	46,596	47,546
7	1.0885	42,524	44,174	45,124	45,824	46,774	47,474	48,424
8	1.1111	43,409	45,059	46,009	46,709	47,659	48,359	49,309
9	1.1344	44,316	45,966	46,916	47,616	48,566	49,266	50,216
10	1.1584	45,253	46,903	47,853	48,553	49,503	50,203	51,153
11	1.1876	46,395	48,045	48,995	49,695	50,645	51,345	52,295
12	1.2096	47,256	48,906	49,856	50,556	51,506	52,206	53,156
13	1.2137	47,414	49,064	50,014	50,714	51,664	52,364	53,314
14	1.2178	47,575	49,225	50,175	50,875	51,825	52,525	53,475
15	1.2224	47,755	49,405	50,355	51,055	52,005	52,705	53,655
16	1.2428	48,551	50,201	51,151	51,851	52,801	53,501	54,451
17	1.2685	49,555	51,205	52,155	52,855	53,805	54,505	55,455
18	1.2996	50,772	52,422	53,372	54,072	55,022	55,722	56,672

Off step: 2014-2015 gross salary increased by 2%

Graduate Hours equal \$55 per hour additional
Masters' Degree equals \$950

Teachers receiving National Teacher Certification designation will receive a stipend equal to ten percent (10%) of their current salary, up to \$4000 per year

1/200th means 1/200 of a unit member's current salary as determined by the
Commissioner of Education in defining per diem pay rate

Teacher Salaries
2015-2016

Step		BA	BA + 30	MST	BA + 60	MST + 30	BA + 90	MST + 60
No.	Index							
1		39,457	41,107	42,057	42,757	43,707	44,407	45,357
2	1.0099	39,848	41,498	42,448	43,148	44,098	44,798	45,748
3	1.0199	40,243	41,893	42,843	43,543	44,493	45,193	46,143
4	1.0300	40,641	42,291	43,241	43,941	44,891	45,591	46,541
5	1.0317	40,708	42,358	43,308	44,008	44,958	45,658	46,608
6	1.0615	41,885	43,535	44,485	45,185	46,135	46,835	47,785
7	1.0766	42,479	44,129	45,079	45,779	46,729	47,429	48,379
8	1.0993	43,375	45,025	45,975	46,675	47,625	48,325	49,275
9	1.1221	44,277	45,927	46,877	47,577	48,527	49,227	50,177
10	1.1456	45,202	46,852	47,802	48,502	49,452	50,152	51,102
11	1.1698	46,158	47,808	48,758	49,458	50,408	51,108	52,058
12	1.1993	47,322	48,972	49,922	50,622	51,572	52,272	53,222
13	1.2216	48,201	49,851	50,801	51,501	52,451	53,151	54,101
14	1.2257	48,362	50,012	50,962	51,662	52,612	53,312	54,262
15	1.2299	48,527	50,177	51,127	51,827	52,777	53,477	54,427
16	1.2345	48,711	50,361	51,311	52,011	52,961	53,661	54,611
17	1.2551	49,522	51,172	52,122	52,822	53,772	54,472	55,422
18	1.2810	50,546	52,196	53,146	53,846	54,796	55,496	56,446

Off step: 2015-2016 gross salary increased by 2%

Graduate Hours equal \$55 per hour additional
Masters' Degree equals \$950

Teachers receiving National Teacher Certification designation will receive a stipend equal to ten percent (10%) of their current salary, up to \$4000 per year

1/200th means 1/200 of a unit member's current salary as determined by the
Commissioner of Education in defining per diem pay rate

Appendix B
Salary Schedule for Teaching Assistants

Step	2013-2014	2014-2015	2015-2016
1	\$ 22,744	\$ 22,972	\$ 23,201
2	\$ 22,969	\$ 23,199	\$ 23,431
3	\$ 23,169	\$ 23,429	\$ 23,663
4	\$ 23,371	\$ 23,633	\$ 23,897
5	\$ 23,576	\$ 23,839	\$ 24,105
6	\$ 23,805	\$ 24,047	\$ 24,316
7	\$ 24,036	\$ 24,281	\$ 24,528
8	\$ 24,269	\$ 24,516	\$ 24,766
9	\$ 24,503	\$ 24,754	\$ 25,007
10	\$ 24,801	\$ 24,993	\$ 25,249
11	\$ 25,042	\$ 25,297	\$ 25,493
12	\$ 25,284	\$ 25,543	\$ 25,803
13	\$ 25,532	\$ 25,790	\$ 26,054
14	\$ 25,779	\$ 26,043	\$ 26,306
15	\$ 26,284	\$ 26,294	\$ 26,564
16	\$ 26,799	\$ 26,810	\$ 26,820
17	\$ 27,201	\$ 27,335	\$ 27,346
18	\$ 27,603	\$ 27,745	\$ 27,881
19	\$ 28,123	\$ 28,155	\$ 28,300
20	\$ 28,651	\$ 28,686	\$ 28,718
21	\$ 29,215	\$ 29,224	\$ 29,259
22	\$ 29,526	\$ 29,800	\$ 29,808
23	\$ 29,836	\$ 30,117	\$ 30,396
24	\$ 30,237	\$ 30,433	\$ 30,719
25	\$ 30,454	\$ 30,842	\$ 31,042
26	\$ 30,762	\$ 31,063	\$ 31,459
27	\$ 31,065	\$ 31,377	\$ 31,684
28	\$ 31,375	\$ 31,686	\$ 32,005
29	\$ 31,689	\$ 32,003	\$ 32,320
30	\$ 32,007	\$ 32,323	\$ 32,643
31	\$ 32,318	\$ 32,647	\$ 32,970
32	\$ 32,625	\$ 32,965	\$ 33,300
33	\$ 32,842	\$ 33,277	\$ 33,624
34	\$ 33,529	\$ 33,498	\$ 33,943
35	\$ 33,871	\$ 34,200	\$ 34,168
36	\$ 34,213	\$ 34,549	\$ 34,884
37	\$ 34,555	\$ 34,897	\$ 35,240
38	\$ 34,897	\$ 35,246	\$ 35,595
39	\$ 35,239	\$ 35,595	\$ 35,951
40	\$ 35,580	\$ 35,944	\$ 36,307
41	\$ 35,927	\$ 36,292	\$ 36,663
42	\$ 36,267	\$ 36,645	\$ 37,018
43	\$ 36,766	\$ 36,992	\$ 37,378
44	\$ 37,107	\$ 37,501	\$ 37,732

Teaching assistants off step will receive a 2.% increase in 2013-2014; 2014-2015 and 2015-2016..

**Appendix C
Activities/Special Assignments
Effective July 1, 2005**

	<u>Units</u>
Academic Eligibility Advisors (up to 2) (M)	8.0
Activities Coordinator	4.0
Adult Education and Rating	.00080 * BA Step 1 hourly
After Hours Detention	.00080 *BA Step 1 hourly
AFS (M)	2.0
Art Clubs (M, MMS, MIS,MPS)	2.0
Audio Visual Coordinator (1 per bldg.)	2.0
Book Store Advisors (2)	3.5
Chaperone/Supervisor for Student Events	\$45/event
Chess Club	1.0
Class Advisors:	
Senior	6.0
Senior Assistant (2)	3.0
Junior	4.0
Junior Assistant (2)	2.0
Sophomore	2.0
Freshman	2.0
Computer Facilitator (1 per bldg)	2.0
Curriculum Writing	.00080 *BA Step 1 hourly
Elementary Chorus (includes rehearsal time and concerts)	3.0
Elementary Band (includes rehearsal time and concerts)	3.0
Ensemble (MMS & M)	2.0
FCCLA	3.0
FCCLA Assistant	2.0
Driver Education	.00085 *BA Step 1 hourly
Driver Education Director	.00085 +additional \$1/hour
Home Instruction	.00080 *BA Step 1 hourly
Fall Production (M)	6.0
Fall Production Assistant	4.0
Intramurals (2 ELEM each sport/season)	1.0
Jazz Band (MMS & M)	3.0
MAA (M)	2.0
Marching Band (M)	5.0
Marching Band (MMS)	6.0
Masterminds (M)	3.0
Masterminds Assistant (M)	2.0
Mentor/Intern Program (per mentor)	\$400
Musical Events (4 or more hours beyond contractual hours, outside of regular school day)	1/200 current salary
Musical Production (M)	12.0
Musical Production (ELEM school-wide)	4.0

Musical Production (MMS)	4.0
Musical Production Assistant (M)	6.0
National Honor Society (M)	3.0
National Honor Society Asst. (M)	2.0
Newspaper (M)	4.0
Outdoor Club (M)	2.0
Peer Mediation	2.0
Student Council Advisor (M)	7.0
Student Council Advisor (MMS)	7.0
Student Council Advisor (MIS)	1.0
Summer School Instruction	.00085 * BA Step 1 hourly
Theatre Experience	4.0
Tutor/AIS outside contractual day	.00080 * BA Step 1 hourly
Yearbook (M)	13.0
Yearbook Assistant (M)	7.0
Yearbook (MMS)	3.0
Youth to Youth (M)	3.0
Youth to Youth (MMS)(2)	3.0
Adult Ed Coordinator	10.0
Chess Club (MMS & M)	1.0
French Club	1.0
Percussion Ensemble	6.0
Audio/sound production in the auditorium	2.0

M = High School

MMS = Middle School

MIS = Intermediate School

ELEM = Elementary School

EACH UNIT = .0083 * (BA step 1)

NOTE: The District reserves the right to determine and to assign the number of chaperones needed to supervise students.

Appendix D
Interscholastic Athletics
Effective July 1, 2005

Stipends are based on a percentage of the base starting salary (Appendix A).

The four levels are based on nine factors: hours involved, number of students involved, time, injury element, community pressures, equipment responsibility, indoor/outdoor season, staff responsibilities, and travel duties.

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Years 1 – 3	11.0	9.0	6.5	5.0
Years 4 – 5	12.0	9.5	7.0	5.5
Years 6 – 7	13.0	10.0	7.5	6.0
Years 8 – 10	13.5	10.5	8.0	6.5
11 – 15+ years	14.0	11.0	8.5	7.0

Level 1

Basketball: Boys/Girls – Varsity Head Coach
 Football: Varsity Head Coach
 Wrestling: Varsity Head Coach
 Track Varsity Head Coach
 Lacrosse Varsity Head Coach: boys/girls

Level 2

Baseball: Varsity Head Coach
 Softball: Varsity Head Coach
 Soccer: Boys/Girls - Varsity Head Coach
 Volleyball: Boys/Girls Varsity Head Coach
 Indoor Track: Head Coach
 Swimming: Varsity Coach
 Cheerleading: Football/Basketball Varsity Head Coach

Assistants in Football, Boys/Girls Basketball, Wrestling, Lacrosse

Level 3

Tennis: Boys/Girls - Varsity Coach
 Cross Country: Varsity Coach
 Golf: Varsity Head Coach

Assistants in Baseball, Soccer, Track, Softball, Volleyball, Swimming, Cheerleading

Level 4

Assistants in Tennis
Middle School Coaches
Strength Conditioning Coach
Modified Swim Coach
Assistant Cross Country Coach
JV Golf Coach

Game Administration

Timer	JV	\$31.50/game
	Varsity	\$42.00/game
Scorer	JV	\$31.50/game
	Varsity	\$42.00/game
Camera Person	Varsity	\$36.75/game
PA Announcer	Varsity	\$36.75/game
30-second Clock Operator		\$21.00/game
Head Supervisor		\$50.00/game
Supervisor		\$40.00/game
Bus Chaperone		\$8.93/hour

Note: the District reserves the right to determine and to assign the number of supervisors or game administrators needed per building and athletic event.

Appendix E 403B Plan

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations.** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and
- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an

¹ **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC § 415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC § 415, is more advantageous for those member.

Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions or if the account designated will not accept Employer's Non-elective Contribution for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.

4. **Early Retirement Incentive** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire no later than stated in Article 9, Section 5C of the collective bargaining agreement. The total amount of Employer's Non-elective Contribution for each eligible employee shall equal 40% of the final years' salary (schedule and step) and shall be made in one payment by June 30th of the retirement year. Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended. Eligible employees are unit members who are first eligible to retire or are first eligible to retire without state penalty according to the New York State Teachers Retirement System. This definition of eligible employee shall also apply to the retirement incentive outlined in the current contract.

5. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

6. This article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefits(s) which conform, as closest as possible, to the original intent of the parties.

7. This article shall be subject to the approval of the 403(b) Provider, which shall review the article solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

8. The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.

9. The parties agree that the district will incur no expense from the companies used to manage such 403B plans. Should a charge be imposed, this agreement is null and void.

Appendix F Department Chairpersons

A. Chairpersons shall be selected by the District and be appointed annually.

B. Chair positions available:

- One K-12 Fine Arts (includes Art, Music & Drama)
- One K-12 Foreign Language
- One K-12 Occupational Education (includes Business, Home & Careers,
Library & Technology)
- One K-12 Guidance (includes psychologists, social workers, speech
therapists, counselors)
- One 7-12 English Language Arts
- One 7-12 Mathematics
- One 7-12 Science
- One 7-12 Social Studies
- K Grade Chair
- 1 Grade Chair
- 2 Grade Chair
- 3 Grade Chair
- 4 Grade Chair
- 5 Grade Chair
- 6 Grade Chair

Note: Special Education members will meet with the Director of Special Programs.

Health and Physical Education will meet with the Director of Health and Physical Education

A teaching assistant's department designation is the same as his/her co-operating teacher.

C. Compensation

1. Each chair will receive the equivalent of four (4) units as defined in Appendix C.
2. Each chair will be eligible to receive up to three (3) half days per month release time with prior approval of the appropriate administrator.

D. Duties

1. Curriculum coordination
2. Budgetary considerations (textbook and supply needs, field trips: proposals and scheduling, etc.)
3. Information dissemination
4. Administration of meetings with department, grade level, and other staff as needed.

Specific job descriptions will be provided by the District.

A.P.P.R. APPENDIX

**THE TRADITIONAL ADMINISTRATIVE
OBSERVATION/EVALUATION MODEL**

Those teachers who have not yet received tenure or who have been placed on a Teacher Improvement Plan must be assessed using a traditional or clinical observation process. Teachers with tenure may choose to be assessed using this process or a self-directed model.

Untenured teachers and teachers on a Teacher Improvement Plan must be observed at least twice each year. These observations must be concluded by May 15. Tenured teachers, not on an improvement plan, who opt for this model of evaluation, must be observed once annually. Such observations must be completed by June 1.

A clinical observation (or simply “an observation”) is a formal, pre-arranged visit to the site of instruction. It may be conducted by a district administrator who has expertise in the field or directly supervises the teacher. Additionally, the Assistant Superintendent and Superintendent may conduct such evaluations. The clinical observation is preceded by a pre-observation conversation and followed by a post-observation conference. During a clinical observation, the observer will use a variety of data collection strategies, including anecdotal notes, a more detailed scripting of events, student interaction chart, or some other strategy for documenting the instructional episode. Audio taping or video taping is not to be used without the prior permission of the teacher.

The second observation for untenured teachers may be unannounced, and thus would not include a pre-observation conversation.

The following are the responsibilities of the observer in this model:

- Observe teacher and students/Gather data
- Analyze data/Select areas of commendation and growth
- Plan growth-oriented conference
- Conduct the conference
- Design and deliver/facilitate follow-up
- Write evaluation report based upon observation and conference

1. Observe teacher and students/Gather data

During this phase, the observer actively watches the teacher and students to collect data about their interactions, observe the instructional and management strategies employed by the teacher, and measure the level of student learning in relation to the intended outcomes. Observer uses a variety of data collection tools including anecdotal records, student involvement charts, and time and movement records.

2. Analyze data/Select areas of commendation and growth

After collecting the data, the observer reviews the data collected to determine the cause and effect relationships between the teacher's actions and student learning. After compiling a list of all the demonstrated skills and all the potential areas of learning for the teacher, the observer determines which areas to focus upon in the conference with the teacher.

3. Plan growth-oriented conference

In preparation for the meeting with the teacher, the observer skillfully plans the conference. The observer plans the conference, and considers including the following components:

- Introduction (setting the purpose and climate for the conference)
- Completing the diagnosis (gaining the teacher's perspective of the lesson observed)
- Reinforcing the teacher (reinforcing the teacher for use of effective skills)
- Growth opportunity (instructing the teacher in the effective application of a concept or skill)
- Plan for follow-up (providing an opportunity for continued learning or support)

4. Conduct the conference

During this stage of the process, the observer conducts the conference. Specific communication strategies are used to increase the likelihood of teacher acceptance of the information presented during the process. The conference must be conducted within seven days of the observation.

5. Design and deliver/facilitate follow-up

In consideration of the research on the power of follow-up, the observer plans for supporting the teacher following the conference. A variety of strategies can be used to ensure the impact of the observation and the conference on the future instructional performance of the teacher.

6. Write evaluation report based upon observation and conference

The evaluation report will primarily reflect the "minutes" of the conference. It shall note the strengths, concerns, and growth areas noted in the conference. It will also address those areas required by state regulation that might not be observed during the classroom visit, such as reflective and responsive practice, student assessment, and student development. Within ten (10) school days of the

observation, the teacher shall be given a copy of the evaluation report prepared by the administrator and shall have the right to discuss the report with the administrator before it is placed in the teacher's file. It is the responsibility of the teacher to initiate this discussion, if so desired. Space on the form shall be provided for teacher signature and comment.

If the administrator finds a teacher is in need of assistance, the administrator shall give reasons, in specific terms, and identify the specific ways in which the teacher is to improve and the assistance to be given by the administrator and other staff members. This process may be formalized into a Teacher Improvement Plan tailored to the specific needs of the teacher and approved by the union president.

SELF-DIRECTED ANNUAL PROFESSIONAL PERFORMANCE REVIEW

Teacher _____

School Year _____

Evaluation Model Selected:

- _____ Collaboration
- _____ Peer Review
- _____ Portfolio
- _____ Action Research
- _____ Independent Journaling/Dialogue Journaling (choose one)
- _____ Reflective Video
- _____ National Teacher Certification Process
- _____ Traditional Administrative Observation
- _____ Supervision of a Student Teacher
- _____ Administrative Approval of an Independent Model

Proposal Goals/Desired Outcomes:

- 1.
- 2.
- 3.

Timeframe of Activities:

Rationale (why this model? why these outcomes?):

Teacher

Administrator

This form must be completed by November 1.

SELF-DIRECTED ANNUAL PROFESSIONAL PERFORMANCE REVIEW

Final Reflections/Findings of Annual Professional Performance Review

Teacher_____

School Year_____

Final Reflections/Findings by Teacher:

Teacher

Administrator

This form must be completed by June 1.

Teacher _____

Administrator _____

ANNUAL PROFESSIONAL PERFORMANCE REVIEW

As per Commissioner’s Regulation Part 100.2, all teachers must have their performance reviewed annually. This review will provide an opportunity for professional growth and improvement.

Administrators are required to evaluate staff in the following areas:

- **Content Knowledge** of subject matter and curriculum
- **Preparation** that supports pedagogical practice to provide effective instruction
- **Instructional delivery** that results in active student involvement and meaningful lesson plans that result in student learning
- **Classroom management** is supportive of diverse student learning needs which creates a supportive learning environment conducive to student learning
- Knowledge of **student development** and appreciate of diversity and regular application of developmentally appropriate instructional strategies
- **Student assessment** techniques which effectively evaluate student learning based on appropriate learning standards
- **Collaborative** relationships that are effective with students, parents or caregivers, and other staff members
- **Reflective and responsive practice** that demonstrates the teacher reflects upon his or her practices, and makes adjustments on a continuing basis to improve his or her effectiveness

Over a five-year period of time, evaluations must address all eight areas as listed above.

Please check each addressed area:

Year 1
20____ - 20____

- ___ Content Knowledge
- ___ Preparation
- ___ Instructional Delivery
- ___ Classroom management
- ___ Student Development
- ___ Student Assessment
- ___ Collaboration
- ___ Reflective and Responsive Practice

	Year	Year	Year	Year	Year
Content Knowledge					
Preparation					
Instructional Delivery					
Classroom management					
Student Development					
Student Assessment					
Collaboration					
Reflective and Responsive Practice					

COLLABORATION

Description: Collaboration allows professionals to explore a topic of mutual interest with a colleague or group of colleagues to enhance their teaching skills.

Acceptable Formats:

1. Collegial Circles (groups of four or five)
 - ✓ Case Studies
 - ✓ Book Discussions
2. Partner Studies
 - ✓ Topic Exploration
 - ✓ Skill Integration into the Content Area
3. Instructional Coaching with Staff Developer and/or Staff Developer of Technology
 - ✓ Identify teaching skill for professional growth
 - ✓ Enhance technology skill to further develop instructional technique

Process:

1. Submit proposal to administration outlining topic of collaboration. Proposal is to include: rationale, timeframe, and desired outcomes.
2. Measure and evaluate learnings.
3. Review findings with administration. Findings may be written by group or individuals.

PEER REVIEW

Description: Peer review provides an opportunity for one faculty member to assist another colleague by observing the colleague's teaching and providing feedback to the colleague. The goals of Peer Review are as follows:

- ✓ To enhance a tenured teacher's teaching skills in an area he/she has identified for professional growth.
- ✓ To support a tenure teacher in areas needing improvement using a non-judgmental, collegial process.
- ✓ To encourage a continuum of growth as one colleague makes himself or herself available to help another colleague improve his or her teaching skills.

Components of Peer Review:

1. Planning: Coaches mediate by having the teacher:
 - Clarify lesson goals and objectives
 - Anticipate teaching strategies and decisions
 - Determine evidence of student achievement
2. Teaching: Coaches gather data by observing:
 - Evidence of student learning or achievement
 - Teacher strategies and decisions
3. Reflecting: Coaches mediate by having the teacher:
 - Summarize impressions and assessments of the lesson
 - Recall data supporting those impressions and assessments
 - Compare planned with performed teaching decisions, and student learning
 - Infer relationships between student achievement and teacher decisions/behavior
4. Applying: Coaches mediate by having the teacher:
 - Synthesize teacher learnings and prescribe applications
 - Reflect on the coaching process; recommend refinements

Process:

1. Submit proposal to administration outlining the area of peer review. Proposal is to include: rationale, activities, timeframe, and desired outcomes.
2. Measure and evaluate learnings.
3. Review findings with administration. Findings are to include: instructional strengths or deficiencies found in the process, changes you intend to make in your teaching, timeline for implementation of changes, and resources needed to change.

PORTFOLIO

Description: A portfolio allows a teacher to showcase pedagogical strengths or demonstrate growth over time by assembling a vast collection of artifacts that might include samples of student work, teacher lesson plans, demonstrations of student achievement, or other materials that would demonstrate that which is intended. The portfolio is concluded with a piece of writing in which the teacher reflects upon his or her practices or learnings.

Acceptable Formats:

1. Folder
2. Binder
3. CD

Process:

1. Submit proposal to administration outlining of portfolio (growth or showcase), intended goal statement, timeframe, how information will be collected and demonstrated, and indicators of goal attainment.
2. Collect artifacts and organize them for display and review.
3. Review portfolio with administration.

**PORTFOLIO STUDENT SAMPLE
REFLECTION FORM**

Title of Student Sample:

Lesson Date:

Describe the student sample. Use the following questions to guide you.

What goal is sample documenting?

What is it about?

Why did you choose this sample?

How did this situation help you learning and grow?

What would you do differently next time?

ACTION RESEARCH

Description: Action research is a process whereby an individual or pair of teachers implement new strategies or practices with some students while simultaneously employing traditional strategies or practices with another group of students in teaching the same content. The success of each methodology is subsequently measured to inform the teacher's practices.

Components of Action Research:

1. Selection of new methodology, practice or strategy to attempt in your classroom.
2. Creation of plan to use new practice or strategy, as well as traditional strategy with control group.
3. Plan for measuring success of each strategy over time.
4. Collection of the data.
5. Interpretation of the results.
6. Conclusion of the findings, and reflection upon the process and findings.

Process:

1. Submit proposal to administration outlining components as stated above.
2. Conduct research.
3. Review findings with administration.

JOURNALING CHOICES

INDEPENDENT JOURNALING

Description: Independent journaling provides an opportunity for teachers to reflect upon their practices, current educational literature, or professional presentations.

Necessary Conditions:

1. The journal must contain a minimum of ten, dated journal entries over a period of at least one marking period.
2. Each entry must describe the article, book, presentation, or lesson being reflected upon.
3. The entry must also describe the learnings gleaned, and how the information learned will impact the teacher's future practice.

Process:

1. Submit proposal to administration outlining plan for journal.
2. Reflect upon lessons, articles, books and presentations over time.
3. Review journal with administration.

_____ OR _____ -

DIALOGUE JOURNALING

Description: Dialogue journaling provides an opportunity for teachers to reflect upon their management and instructional strategies that impact student learning.

Necessary Conditions:

- 1.) The journal must contain a minimum of ten, dated journal entries over a period of at least one marking period.
- 2.) Each entry could describe an instructional or management strategy, how learning was impacted, or reflections for future use. A list of possible topics is available from the Staff Development Coordinator upon request.
- 3.) After each reflection, journal will be sent to your partner in dialogue.
- 4.) You may choose to dialogue with a peer teacher, your building principal, the Staff Development Coordinator, or department/grade level chair.

Process:

- 1.) Submit proposal to administration.
- 2.) Dialogue through journaling with your partner.
- 3.) Review the final reflection sheet with administration. (The journal itself will NOT be shared.)

REFLECTIVE VIDEO

Description: A reflective video provides a teacher with the opportunity to review their actual practices and student responses to their instruction. In addition to videotaping a minimum of one lesson, the teacher then completes a written reflection that describes what they observed on the tape, and what they plan to do with such information.

Components:

1. Unedited video of at least 10-20 minutes in length. The teacher may choose to video more than one lesson.
2. Written reflection that addresses whether goal(s) had been attained, learnings from the experience, and plan for use of what has been learned.

Process:

1. Submit proposal to administration outlining nature of video, intended goal statement, and timeframe.
2. Video lesson(s) and write reflection
3. Review lesson and reflection with administration.

INDEPENDENT MODEL FOR ADMINISTRATIVE APPROVAL

Description: Staff member has the opportunity to engage in a model which is not described in the other nine evaluation models.

Process:

- 1.) Submit proposal to administration outlining the topic of the model.
Proposal is to include: rationale, timeframe, and desired outcomes.
- 2.) Complete independent model.
- 3.) Review findings with administration.

SUPERVISION OF A STUDENT TEACHER

Description: Supervision of a student teacher provides an opportunity for a staff member to mentor a student pursuing a career in education by providing daily instruction, modeling, and feedback to enhance the knowledge base and instructional skills of the student learner.

Components of Student Teacher Supervision:

1. Supervision must be on a full time basis, the length of which is determined by the cooperating college/institution
2. Student Learner must be observed and evaluated in accordance with program components and competencies as determined by the cooperating college/institution
3. A reflective journal must be maintained with a minimum of six, dated entries over the period of supervision.
4. Journal entries may focus on the following:
 - a. What the instructor learned as a teacher during the process
 - b. How the supervising teacher's professional practices have been impacted by the process
 - c. Reflection of a student teacher's lesson

Process:

1. Submit proposal to administration.
2. Complete program as outlined above.
3. Review reflection with administration.