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Hammondsport Central School  
District And Hammondsport Teachers  
Assn

DO NOT REMOVE FROM  
DISTRICT OFFICE

**PROFESSIONAL AGREEMENT**

between the

**HAMMONDSPORT TEACHERS  
ASSOCIATION**

and the

**HAMMONDSPORT CENTRAL  
SCHOOL DISTRICT**

July 1, 1999 through June 30, 2001

**RECEIVED**

DEC 11 2000

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## ARTICLE 1 - PREAMBLE

**1.1 Philosophy.** The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Hammondspport schools the highest level of educational opportunities obtainable. The Board recognizes that teaching is a profession; the Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and its professional staff.

**1.2 Board rights and responsibilities.** This Agreement constitutes an agreement between the Superintendent and the Association to reach mutual understanding regarding matters related to terms and conditions of employment. The District recognizes that it must operate in accordance with all statutory provision of the State, and such other rules and regulations that are promulgated by the Commissioner of Education in accordance with such statutes. The District cannot reduce, negotiate, or delegate its legal responsibilities.

**1.3 Professional teaching personnel.** It is recognized that teachers require specialized qualifications and that the success of the educational program in Hammondspport depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

**1.4 Rights of minorities and individuals.** The legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by this Agreement.

## ARTICLE 2 - RECOGNITION

**2.1 Recognition requirements.** The District, in order to recognize a teacher organization as the exclusive representative of teaching personnel, requires satisfactory evident that the organization, in fact, represents a majority of such teacher. Such evidence shall be in the form of a notarized membership list, signed designation cards, or dues deduction authorizations. In the event of a challenge, the District will proceed according to the regulations of the Public Employment Relations Board established under Article 14 of the Civil Service Law.

**2.2 Bargaining unit defined.** By virtue of satisfactory evidence submitted by the Association to the District that the Association does represent the majority of the teachers in the District, The District hereby recognizes the Association as the official negotiation agent for all full-time teachers employed by the District. The Association shall submit to the District by December 1 of each year a notarized list of active members of the Association.

**2.3 Recognition continuous.** This recognition shall continue in effect so long as the Association's active membership contains more than fifty percent (50%) of the total teachers in the bargaining unit.

## ARTICLE 3 - DEFINITIONS

**3.1 Definitions.** As used in this agreement:

(a) The term "Association" means the Hammondspport Teachers Association.

(b) The term "Board" means the Board of Education of the Hammondspport Central School District.

(c) The term "District" means the Hammondspport Central School District.

(d) The term "Superintendent" means the Superintendent of Schools of the Hammondspport Central School District.

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

#### ARTICLE 4 - NEGOTIATIONS PROCEDURE

**4.1 Negotiating teams.** The Superintendent, or designated representative(s) of the Superintendent, will meet with representatives designated by the Association for the purpose of discussion and teaching mutually satisfactory agreement.

**4.2 Opening negotiations.** Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be sent not more than fifteen (15) days following such request. In any given school year, such request shall be made on or before February 1. All issues proposed for discussion shall be submitted in detail in writing by the Association to the Board or its delegated representatives at the first meeting. The Superintendent shall submit in writing to the teacher representative all additional issues in detail upon which it wishes to negotiate no later than the second meeting. The second meeting and all necessary subsequent meeting shall be called at times mutually agreed upon by the parties.

**4.3 Negotiation procedures.** Designated representative(s) shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of acts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting as derived in 4.2, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day.

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

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

**4.6 Committee reports.** The Superintendent and the Association agree that, during the period of negotiations and prior to reaching an agreement, the proceeding of the negotiations shall not be released unless such an issuance has the prior approval of both parties.

**4.7 Reaching agreement.** When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval. Following approval by a majority of the Association membership and by a majority of the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official.

#### **ARTICLE 5 - AGENCY FEE**

**5.1 Membership voluntary.** The parties acknowledge that teachers have the right to join the Association and that membership shall not be a prerequisite for employment or for continuation of employment for any teacher.

**5.2 Agency fee.**

(a) Membership in the Association shall at all times be open to all teachers in the bargaining unit regardless of race, creed, sex, marital status, color, political affiliation or national origin.

(b) Membership in the Association shall not be, or made, a condition of employment or a preference in employment, nor a condition of, or a preference in, the continuation of employment of any person.

(c) It is recognized that the proper negotiation and administration of collective negotiation agreements and related activities on behalf of public employees entails expenses to the Association as the exclusive representative of the teachers in the bargaining unit and that said expenses shall be shared by all teachers in the bargaining unit benefiting from such agreement.

(d) To provide for the fair and equal distribution of the financial burden of negotiation for the teachers in the bargaining unit and administering the agreement so negotiated and providing the supportive services necessary therewith, it is agreed that any teacher in the bargaining unit who chooses not to join the Association shall have deductions made from his salary in an amount equivalent to the dues levied by the Association. Said monies shall be deducted in equal amounts from each pay and shall be transmitted promptly to the Association.

(e) The Association, in consideration of the agreement by the District to deduct an agency shop fee from the salaries of teacher who are not members of the Association, hereby agrees to indemnify and save harmless the District from any adverse judgments arising out of any claims, actions, suits or proceedings by any teachers arising from the implementation thereof.

#### **ARTICLE 6 - SALARY**

**6.1 1999-00 and 2000-01 salary schedules.**

(a) The base salary schedules from 1999-00 and 2000-01 are set forth herein Appendices M.

(b) Those teachers who do not possess a Master's degree will receive a salary determined by subtracting one thousand seven hundred dollars (\$1,700) from the appropriate step on the salary schedule during the 1999-00 school year. For the 1999-00 school year in addition to all step increases teachers on steps 1-16 on the salary schedules will receive an additional (\$400) dollars and teachers on steps 17-25 will receive an additional (\$325) dollars. Teachers



who are beyond the 25<sup>th</sup> step will receive a flat increase of (\$2200) dollars for the 1999-00 school year. For the 2000-01 school year teachers will receive the following salary schedule increases: teachers on steps 1-10 will receive (\$1350) dollars, teachers on steps 11-20 will receive (\$1550) dollars, teachers on steps 21-25 will receive (\$1750) dollars and teachers beyond the 25<sup>th</sup> step will receive (\$1800) dollars.

(c) Notwithstanding the provision of 6.1, any teacher employed on June 30, 1995 who was receiving payment for credit hours will continue to receive a payment of forty dollars (\$40) per credit hours over a part of his salary for the 1999-00 school year. For the 2000-01 school year this subsection is deleted.

(d) Effective July 1, 2000 and each year thereafter those teachers who are off step (beyond step 25) will receive a salary increase of eighteen hundred dollars (\$1800)

**6.2 Placement on the salary schedule.** Step placement on the salary schedule is determined by the credited years of experience in the District. Credit for service outside of the District is determined at the time of original employment in accordance with the provisions of 6.3.

**6.3 Prior service credit.**

(a) Effective July 1, 1987, the District will grant prior public school teaching experience in the area of certification for which they are being hired for each full year of prior experience for newly hired teachers.

(b) Effective July 1, 1993, the District may grant at its sole discretion prior public or private school teaching experience in the area of certification for which the teacher is being hired. Each newly hired teacher shall sign a form indicating the number of years of actual prior experience and the number of years of prior experience granted by the district. The form shall waive all future claims for prior experience not granted by the district.

(c) When the District grants prior teaching experience, such "transfer credit" becomes a part of the teacher's years of service in the District and such grant may not thereafter be rescinded.

**6.4 Salary schedule placement for new hires.** Newly hired teachers who are granted prior service credit will be placed on the salary schedule in accordance with the number of years of prior service credited at the time of hire. The number of years of "transfer credit" will be shown on the first salary agreement and on each subsequent salary agreement.

**6.5 Approved credit hours.**

(a) "Approved hours" means graduate credit hours. "Approved hours" may also mean undergraduate credit hours if said hours are taken with prior approval by the Superintendent. Effective July 1, 1993 the District, will pay in addition to the base salary specified in the salary schedules, forty dollars (\$40) for all approved hours beyond the Master's degree up to thirty (30) hours for the 1999-00 school year. Starting with the 2000-01 school year the preceding sentence will be changed to read "The District will pay in addition to the base

salary specified in the salary schedules, forty five dollars (\$45) for all approved hours beyond the Bachelor's degree up to sixty (60) hours.

**6.5 Master's degree.**

(a) Teachers will receive an additional (\$500) dollars for a Master's degree.

(b) If a teacher is requested by the District to obtain an additional certification and if the teacher agrees to do so, the stipend for the additional graduate hours will also be paid as per 6.5(b).

**6.7 Paycheck option.**

(a) Teachers will receive full pay the second Thursday in September after the school year begins, and every other Thursday for the remainder of the year. If a scheduled payday falls during a vacation, it is the intend of the District to issue paychecks on the last day of school before the vacation.

(b) Teachers have a choice of twenty-one (21) equal payments or pay divided by twenty-six (26) which would mean that the last check would be the equivalent of six (6) checks.

**6.8 Flexible benefit plan.** As soon as feasible, but no later than October 1, 1992, the District will establish a qualified IRC Section 125 Flexible Spending Account. The cost of the third party administrator to administer the plan, including the monthly administration charge, will be the responsibility of the participating teacher(s). The initial setup fee will be the responsibility of the District.

**ARTICLE 7 - EXTRACURRICULAR**

**7.1 Pay schedule.** The schedule for the payment of extracurricular and co-curricular activities is set forth in Appendices C and D. The salary for a person with less than ten (10) years experience in the same activity shall be based on Step 1 of the Master's degree schedule for the 1999-00 school year and \$31,215 for the 2000-01 school year.. The salary for a person with more than nine (9) years experience (in the same activity) shall be based on Step 2 of the Master's degree schedule for the 1999-00 school year and \$31,920 for the 2000-01 school year. (See Appendix M.)

**7.2 Assignment.** Those teachers involved in extracurricular or co-curricular activities should individually decide whether to accept or decline the supervision of the extracurricular or co-curricular activity.

**7.3 Co-curricular.** If an activity is done as part of the regular teaching duties, the co-curricular schedule does not apply.

**7.4 Method of pay.** Teachers receiving payment for extracurricular activities shall be paid on a biweekly payroll basis for the duration of the season. Twenty-five percent (25%) of the extracurricular salary will be withheld until all duties and obligations associated with that activity have been fulfilled. (See appendix C.) The athletic director or building principal must

certify that the assignment was completed in order for the final payment to be paid. Activities that function all year shall be paid for in three (3) equal payments to be distributed with the first payroll in December, March, and June, respectively.

## ARTICLE 8 - INSURANCE

### 8.1 Active teachers health insurance.

(a) The health care plan provided by the District will be the Steuben Area Schools Health Care Plan.

(b) There shall be no loss of benefits, coverage or enrollment eligibility for any teacher or retiree as a result of any change from the existing health care plan.

(c) Effective January 1, 1993, the District will pay ninety-two percent (92%) of the premium for either the individual or family plan as selected by the individual teacher. The teacher's eight percent (8%) contribution may be paid either as a lump sum or through payroll deduction. A teacher who elects a lump sum payment must make the payment by October 1st each year.

(d) Effective July 1, 1994, the District will pay ninety percent (90%) of the premium for either the individual or family plan as selected by the individual teacher. The teacher's ten percent (10%) contribution may be paid either as a lump sum or through payroll deduction. A teacher who elects a lump sum payment must make the payment by October 1st each year.

(e) Teachers whose spouses have health insurance coverage with the Steuben Area Schools Health Care Plan must annual choose either options 1, 2, or 3.

(1) Two (2) individual plans; or,

(2) Coverage under the Supplemental Major Medical Plan, provided that by electing this option the teacher will lose no benefit had he and his spouse each maintained family coverage; or,

(3) Elect to receive eight hundred dollars (\$800) payable in two (2) installments if they have gone without insurance coverage July 1 through June 30 of any year. Payment to be prorated for less than a full year pullout (e.g., fifty percent (50%) if only out of the Plan January 1 through June 30) payable upon receipt of a signed waiver.

"I, \_\_\_\_\_, hereby accept an eight hundred dollar (\$800) payment in lieu of additional health insurance coverage. I understand my spouse's health insurance coverage will continue in effect and I will remain a dependent on that policy. It is further understood and agreed that I may elect family or single coverage again at any time in the future should personal circumstances change so as to necessitate such coverage."

(f) A teacher whose spouse is not in the bargaining unit who has health insurance coverage elsewhere may voluntarily elect to waive.

(g) Notwithstanding any other provisions contained herein, a teacher retiring from the District shall be eligible to enroll in the Plan prior to retirement in order to receive the benefits.

(h) If a teacher has a spouse covered by the Steuben Area Schools Health Care Plan and the spouse's participation is restricted, nothing contained herein will deny the teacher from electing family coverage.

(i) If a teacher's personal circumstances change (e.g., divorce, death of a spouse, spouse's loss of a job, etc.) the teacher may elect family or single coverage at any time.

(j) The HTA is willing to consider other health care plans presented by the District.

## 8.2 Retirees health insurance.

(a) Effective for those retiring as of July 1, 1981, or thereafter, the amount of health insurance premium necessary to maintain coverage after retirement shall be paid as follows.

(1) The District shall continue to pay their portion of the premium as established by law.

(2) At the time of retirement unused sick leave will be translated into a total dollar value for each teacher by counting 1/200 of the final year's salary for each accumulated unused sick leave day referred to in Article 9.

(3) From the dollar value generated in 8.2(a)(2), the District shall pay the teacher's portion of the premium. The total dollar value shall be reduced by this amount each year until used up, or the retiree deceases, whichever occurs first.

(4) Should the total dollar value be used up as in 8.2(a)(3), the retiree may opt to pay that portion of the payments necessary to maintain the insurance coverage.

## (b) Surviving spouse benefits.

(1) If the retiree dies before his spouse, the unused dollar value will be passed to pay the premiums for the surviving spouse. When the total pool of funds is exhausted, the surviving spouse may opt to pay that portion of the monthly premium necessary to maintain the insurance coverage.

(2) Effective July 1, 1987, the spouse of a teacher, who dies while in active service, shall be given the benefit described for retiring teachers.

(c) Medicare payments for teachers retiring effective July 1, 1988, or thereafter, will be made from the retiree's sick day conversion pool.

## ARTICLE 9 - SICK LEAVE

9.1 Allocation - accumulation. Ten (10) school days of absence per year will be granted for personal illness or for illness in the immediate family. Eleven (11) month and twelve (12) month teachers will receive eleven (11) and twelve (12) days per year, respectively. Unused sick leave will accumulate up to two hundred (200) days.

**9.2 Forms completed - physician's certificate.** A claim for sick leave payment must be filed within two (2) days after returning to duty. (See Appendix F.) Forms are available from the office in each building. A physician's certificate may be requested.

**9.3 Annual notification.** The number of accumulated sick leave days, as of June 30th, will be included in the salary notice to teachers each year.

## ARTICLE 10 - PERSONAL LEAVE

**10.1 Allocation - accumulation.** Three (3) personal days will be allowed for all teachers each year. Any unused personal days will accumulate as sick leave up to the maximum set forth in 9.1.

**10.2 Purpose - procedure.** The personal leave specified in 10.1 will be granted for the purpose of conducting business of a personal nature which cannot be conducted on other than school time. Application must be made through the building principal forty-eight (48) hours in advance, if possible. The teacher does not have to provide a reason for the request.

### 10.3 Limitation.

(a) Personal leave may not be used to extend a holiday or vacation. A teacher wishing to use personal leave on the day immediately preceding or following a holiday or vacation period will provide a reason with the request. The granting of these days will be at the discretion of the Superintendent.

(b) No more than five (5) teachers may be absent for personal leave at any one time. The granting of personal leave will be on a "first request, first absent" basis.

## ARTICLE 11 - SICK LEAVE BANK

**11.1 Bank established - bank maximum - donation.** The sick leave bank shall be established at a maximum of one hundred eighty (180) days per school year. The teacher wishing to be member of the sick leave bank, shall donate a minimum of one (1) day or a maximum of three (3) days from their accumulated sick leave days to establish the beginning year bank. In subsequent years the number of days to be donated by each member will be determined by the Association committee members based on the number of days each member has accumulated and longevity. The number of days in the sick leave bank shall be carried over to the next year.

**11.2 Bank committee.** A committee to be comprised of the Superintendent and two (2) Association members to be elected by the Association, shall supervise the sick leave bank. Each application for borrowing from the sick leave bank shall be considered and approval or disapproval shall be decided by the sick leave bank committee.

**11.3 Criteria for borrowing.** No individual will be entitled to apply to the sick leave bank unless:

- (a) he has made a contribution to the sick leave bank.
- (b) all current and accumulated sick leave days of the individual have been exhausted.

(c) accepted medical evidence is provided at appropriate intervals as requested by the committee.

(d) makes himself available for personal interviews if medically possible.

**11.4 Pregnancy related disability.** The sick leave bank may be used for medical complications from pregnancy if certified by a physician, but the sick leave bank may not be used for a maternity leave.

**11.5 Borrowing.** A teacher desiring to borrow from the sick leave bank shall make application to one of the Association members on the sick leave bank committee on forms provided. Forms will be available in each of the District offices and building offices. (See Appendix G.) No applications for borrowing from the sick leave bank will be considered unless all of the criteria in 11.3 have been met.

#### **11.6 Repayment.**

(a) A teacher who has borrowed from the sick leave bank and subsequently dies or takes a disability retirement shall not be required to pay back his borrowed days. Each teacher who is granted days from the sick leave bank shall pay back the days at a rate of one-half (.5) the number of sick and personal days allowed by the contract per year until all days borrowed are paid back.

(b) If an indebted teacher should leave the District, he will repay the District an amount equal to each day as paid by the District for his per diem salary at the time the leave was borrowed. This payment may be deducted from the teacher's last paycheck or by cash payment. Any days pertaining to this article will be reinstated in the sick leave bank at the time of payment.

**11.7 Forms.** The Request for Approval of Leave and the Sick Leave Bank Request Form are found in Appendices F and G, respectively.

### **ARTICLE 12 - BEREAVEMENT LEAVE**

**12.1 Death in immediately family - immediate family defined.** A teacher will be allowed up to four (4) days absence per instance of death in the immediately family (father, mother, sister, brother, wife, husband, child, father-in-law, mother-in-law, guardians, grandparents, brother-in-law, sister-in-law, grandchildren, son-in-law, daughter-in-law).

**12.2 Death outside the immediate family.** Two (2) additional bereavement days can be taken from sick leave for close friends.

### **ARTICLE 13 - LEAVES OF ABSENCE**

**13.1 Purpose - length of leave.** The District grant leaves of absence in compliance with the Family and Medical Leave Act of 1993 and applicable New York State law. All teachers are eligible for one (1) year of leave. The following is the District policy for such leave:

a. Birth, adoption or placement in foster care of a child, and in order to care for the child. Leave for this reason must be taken before the end of the first twelve (12) months following the date of the birth or placement, and may not be taken intermittently.

b. In order to care for a spouse, son, daughter, or parent if he/she has a serious health condition.

c. Because of a serious health condition that makes the teacher unable to perform the functions of his/her job.

A teacher may request an additional leave of absence for a period not to exceed one (1) year for the above stated reasons.

**13.2 Procedure.** Documentation establishing the qualifying reason will be provided to the District at the time of the request for a leave.

#### **ARTICLE 14 - UNPAID LEAVE**

**14.1 Length of leave.** The Board may, at its discretion, grant unpaid leaves of absence for a period not to exceed one (1) school year.

#### **ARTICLE 15 - SCHOOL VISITATION**

**15.1 Day granted.** One (1) day per year may be granted for a teacher to visit another school.

**15.2 Requesting the day.** Requests should be made by teachers well in advance of the date of the visitation so that arrangements can be made to cover the teacher's class(es).

**15.3 Reports.** The Superintendent may request that the teacher submit a written report following the visitation.

#### **ARTICLE 16 - JURY DUTY**

**16.1 Pay assigned.** During the school year, any teacher serving on jury duty will assign their jury duty pay (if any) to the District while continuing to receive their normal pay.

**16.2 Subpoenaed as witness.** Leave without loss of pay for jury duty will be extended to include teacher who are subpoenaed as witnesses.

#### **ARTICLE 17 - CONFERENCE PAY**

**17.1 Importance recognized.** Conferences are recognized as a necessary and integral part of the professional career of teacher.

**17.2 Leave granted.** All conference leaves must be with administrative approval and may be granted at leave once every two (2) years at the teacher's request.

**17.3 Expenses paid.** All conference expenses will be paid by the District. (See Appendix H)

**17.4 Substitute provided.** A substitute teacher will be provided to cover the classes of a teacher attending a conference.

#### **ARTICLE 18 - ASSOCIATION LEAVE**

**18.1 Association leave days.** Representatives designed by the Association shall be granted up to a maximum of six (6) days each year to attend to Association business (other than at the local level). Attendance by a member or representative of NEA/New York at a State meeting shall be at the expense of the Association.

## **ARTICLE 19 - SABBATICAL LEAVE**

**19.1 Eligibility.** Regular teachers with permanent certification may be eligible for sabbatical leave upon completion of seven (7) years in the District, for study, travel, research and writing, and re-certification.

### **19.2 Application procedure.**

(a) Applicants should file an application with the Superintendent and the building principal six (6) months prior to the end of the school year preceding intended leave.

(b) A statement of the definite purpose for which leave or absence is requested is required.

**19.3 Compensation.** The teacher on leave should be paid at the rate of full salary for one-half (.5) year of leave, or one-half salary for one (1) full year on normal faculty pay dates. Salary during full year leave shall be based on the current salary schedule without an increase of step. Salary upon return will be on the subsequent salary schedule, plus one (1) step.

**19.4 Return to District.** Upon completion of his leave, the teacher, unless disabled or deceased, will return for at least one (1) year of service in the District, or refund the grant.

**19.5 Position restored.** All teachers returning from leave of absence shall, upon request, be restored to the same, or equivalent, or higher position than they held at the time the leave was granted.

**19.6 Purpose.** Sabbatical leave is given to allow a professional teacher time to engage in activities designed to improve his ability to render educational service.

**19.7 Report required.** The teacher, upon completion of sabbatical leave, must file with his immediate principal a summation of the work completed.

**19.8 Less than one-half (.5) year.** Sabbatical leaves may be granted for less than six (6) months at any time during the calendar year in lieu of a half (.5) year or full year sabbatical. The teacher will be paid one-tenth (1/10) of his salary for each month on sabbatical leave up to five (5) months.

## **ARTICLE 20 - OTHER ABSENCES**

**20.1 Salary deduction.** Absences other than those specified herein will result in a salary deduction(s) computed as one two hundred (1/200) of the annual salary for ten (10) month



teachers and one two hundred-fortieth (1/240) of the annual salary for twelve (12) month teachers.

## ARTICLE 21 - EVALUATION

**21.1 Purpose.** The chief purpose of the classroom observation and evaluation of the teaching staff shall be:

- (a) to maintain a highly qualified, competent staff.
- (b) to promote its continuing development.
- (c) to determine continuation of employment.

**21.2 Teacher's right to know.** To further these purposes the supervisory personnel responsible for the observation and evaluation of teacher shall acknowledge the right of the teacher to:

- (a) know how well he is performing the duties and responsibilities of his position.
- (b) know the areas in which improvement is needed.
- (c) have candid appraisal of work.
- (d) discuss his evaluation reports with his supervisor.
- (e) seek and receive supervisor assistance where needed.

**21.3 Observation and evaluation procedures.** The following procedures shall apply to all observations and subsequent evaluations.

- (a) Non-tenured teachers shall be observed at least two (2) times per year. Teachers new to the District shall have at least one (1) of these observations and evaluations completed during the first twenty (20) weeks of their employment.
- (b) Tenured teachers will be observed at least once every year or more often if the administration and/or teacher feels it necessary.
- (c) Teachers may request additional observations for specific problems or needs.
- (d) Each written observation must be based on an observation of at least twenty (20) to forty (40) minutes duration. After each observation, a conference with the teacher will be held within five (5) school days. At these conferences, the administrator will discuss the completed observation with the teacher. The teacher will receive a copy of the observation report. The District's copy shall be kept in the teacher's personnel file.
- (e) The teacher will sign the observation form only as an indication that he has seen and discussed the observation report. The teacher, if he so wishes, may make his own comments on the observation report.
- (f) Each observation shall acknowledge the strengths of the teacher observed, as well as deficiencies, if any, and shall note all data used to support the conclusions of the

administrator. If the administrator indicates that the teacher's performance needs improvement, he will indicate positive, reasonable suggestions for the teacher to accomplish the suggested improvement.

(g) A person who assists teacher using formative evaluation concepts shall have all aspects of such assistance, including observations or materials considered to be confidential. Said person's opinion regarding the performance of the teacher he is assisting shall not be sought by any party.

(h) Observations will be done by certified school administrators regularly employed as administrators by the District.

**21.4 Annual professional performance review procedure.** The following procedure shall apply to the annual professional performance review of teachers.

(a) All teachers will receive an annual professional performance review. Each professional performance review shall acknowledge the strengths of the teacher and deficiencies and shall note data used to support the conclusions of the administrator. If the administrator indicates the teacher's performance needs improvement, he will indicate positive, reasonable suggestions for the teacher to use to accomplish the suggested improvement.

(b) If the administrator notes that a teacher is deficient in his performance, the teacher may request and receive an additional observation and written performance review for the noted deficiency.

(c) This procedure will include a review of teaching skills, personal characteristics, professional attitudes, and fulfillment of contractual obligations and will use only information from the school year in which the review is being completed.

(d) A conference will be scheduled between the administrator and each teacher reviewed and will occur within five (5) school days after the completion of the annual professional performance review and a copy of the review will be included in their personnel file.

(e) Annual professional performance reviews will be done by certified school administrators, employed as administrators, by the District.

**21.5 Forms.** Forms for the observation and performance review of teachers are found as Appendices, I, J, and K.

## **ARTICLE 22 - PERSONNEL FILE**

**22.1 Access.** Each teacher may inspect his personnel file. The teacher will sign and date the file following the review.

**22.2 Derogatory material.** Before the record of any complaint or derogatory material is placed in any District file, the teacher will have the opportunity to meet with the complainant in order to resolve the issue. Should this not resolve the issue, then the complainant, teacher, and supervisor will meet. Should this not resolve the issue, then contractual grievance procedures will be followed.

**22.3 File completeness.** If any teacher is to be recommended for dismissal, and the reason or one of the reasons is inadequate classroom performance, such inadequate classroom performance shall be specified in the teacher's personnel file.

**22.4 Fully documented.** All information used to evaluate a teacher's performance must be fully documented and placed in the teacher's personnel file in a timely manner.

#### **ARTICLE 23 - STAFF DEVELOPMENT**

**23.1 Purpose.** As part of the District's continuing commitment to improve instruction, teachers may be asked to participate in in-service training including staff development for professional growth. The following shall apply to all instruction.

**23.2 Voluntary participation.** Participation shall be voluntary, although administrators may recommend that teachers attend a particular in-service course.

**23.3 Expenses.** All costs for such training shall be borne by the District.

**23.4 Formative evaluation voluntarily.** Teachers who participate in the training are under no obligation to participate in the formative evaluation of others.

#### **ARTICLE 24 - TEACHER TRANSFER/VACANCIES**

**24.1 Voluntary transfer.**

(a) Voluntary transfer shall mean any change in position requested or initiated by any teacher.

(b) Teachers who desire a change in assignment shall file a written statement of such desire with the principal and the Superintendent. All such requests may be honored to the extent that they do not conflict with the instructional requirements and best interests of the District as determined by the Superintendent. No administrative reply will be given to the request for transfer.

**24.2 Involuntary transfer.**

(a) Any involuntary transfer is a transfer within a building or from one building to another building or to another tenure area within the scope of the teacher's certification.

(b) An involuntary transfer or reassignment will be made only when necessary and in the best interest of the District as determined by the Superintendent. Notice of an involuntary transfer shall be given by June 1st of the current school year whenever possible.

(c) An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal at which time the teacher will be notified of the reasons thereof.

**24.3 Staff vacancies.** Notice of all vacancies of those positions within the bargaining unit shall be posted in all faculty rooms. The notice of a vacancy will set forth the position, title, qualifications and starting date, where practicable. A vacancy notice must be posted no less than five (5) school days before said position is advertised or offered to anyone outside of the District.

Teachers who wish to apply for vacant or new positions should submit this request to the building principal in writing.

#### ARTICLE 25 - PRIORITIES COMMITTEE

**25.1 Priorities committee.** The committee shall consist of the Superintendent with building administrators as advisors to the committee, a member of the Board selected by the Board, three (3) teachers representing K-6, two (2) teacher representing 7-12 appointed by the Association president. (Elementary representatives shall be selected at least one (1) from the Primary at Main Street School and one (1) from Curtiss School.)

#### ARTICLE 26 - WORKING CONDITIONS

**26.1 Teacher preparation and free time.** In order to insure the educational continuity of program and morale of District personnel, the usual preparation time and free time for teachers will be provided. In the elementary schools this time includes when students normally go to art, music, library and physical education. In the junior-senior high this means maintenance of the usual schedule. Therefore, it is the intent of the District to hire qualified substitutes when available, to enable the students to benefit from appropriate instruction, and to free the classroom teacher.

**26.2 School calendar.** Formal classes will be held during Regents week only to complete the required one hundred eighty (180) days. Should the number of days be increased due to legislation, actions by the Board of Regents, or the local Board, compensation for these days will be at the per diem rate. The school calendar for each year is herein incorporated by reference.

**26.3 Professional development days.** As both the District and the Association are interested in helping members of the professional staff stay abreast with positive trends, practices, or methods in education, a committee will be formed annually to make recommendations. The committee will consist of the Superintendent, the building principals, the guidance counselor and two teachers from the following areas: primary, intermediate, junior high, high school and special teaching areas. The Association will appoint the teacher members of the committee.

Recognizing that it may not be feasible to meet all professional development needs annually, the committee will prioritize their recommendations with the intent that all needs will be met over a period of time.

For the purpose of implementation the committee will provide the Superintendent with their recommendations.

**26.4 Equipment.** Copy machines, ditto, thermofax and typewriters as well as appropriate related supplies and materials will be available for the teachers' use in each building. Machines will be operable and regularly maintained or replaced to avoid prolonged availability. Such equipment shall be available in the following teacher work areas:

- (a) Curtiss School faculty room.
- (b) Main Street faculty room.

- (c) Main Street second floor work areas between the art rooms.

### **26.5 Distance Learning.**

- (a) DL classes will be taught by teachers certified in the area they will be teaching.
- (b) Every effort will be made to seek volunteers for the teaching of the distance learning classes.
- (c) Assignments to teach DL classes will be made annually. Each DL course to be offered will be posted to permit teachers to apply.
- (d) DL classes will be supplemental and will not be used to reduce the size of the bargaining unit.
- (e) DL classes will be considered to be bargaining unit work in the district from which they are transmitted.
- (f) There will be no additional compensation for teaching DL classes.
- (g) Teachers who teach DL classes will receive the equivalent of one (1) additional secondary preparation period per day.
- (h) DL classes will not adversely affect the preparation time or work load of the rest of the bargaining unit members.
- (i) The District will make every effort to limit the class size of the DL classes to a maximum of twenty (20) students.
- (j) Evaluations of teachers teaching DL classes will be in accordance with the contract provision of the district where the course originates. Tapes of lessons will not be used for evaluating. Evaluators will observe the teacher's class rather than monitoring the television.
- (k) The District will provide someone to operate the transmitting equipment for the teacher transmitting the lesson when requested by the teacher.
- (l) The District receiving the transmitted lesson will assume full responsibility and liability for the supervision of students in the receiving school.

## **ARTICLE 27 - STAFF REDUCTION**

**27.1 Staff reduction.** Should it become necessary to reduce staff because of declining enrollment or due to adverse economic conditions, the District will explicitly obey the law concerning the reduction of positions.

27.2 **Study committee.** Prior to the cutting of a program, a study committee composed of teachers, administrators, Board members and parents will be established to provide advisory recommendations.

## **ARTICLE 28 - DISCIPLINE OR DISMISSAL**

28.1 **Just cause.** No teacher in the bargaining unit will be disciplined or dismissed without just cause.

## **ARTICLE 29 - GRIEVANCE PROCEDURE**

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

### **29.2 Definition.**

(a) A "grievance" is any alleged violation of this Agreement or any other conditions of employment or dispute with respect to its meaning or application.

(b) A "teacher" is any person in the bargaining unit covered by this agreement.

(c) An "aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted by the Association.

### **29.3 Submission of grievance.**

(a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a grievance is being raised.

(b) Each grievance not resolved informally as herein provided shall be submitted in writing on a form approved by the District and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, and time and place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party. (See Appendix L.)

(c) A grievance shall be deemed waived unless it is submitted in writing within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

(d) A teacher, group of teachers, or the Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted directly to the building principal. Otherwise, it shall be submitted directly to the Superintendent. In the case of an Association grievance, the grievance may be submitted directly to the Superintendent.

(e) An aggrieved party may be represented at any or all formal stages of the procedure by a person of his choosing. He may request to have the Association represent him at any formal level of the procedure.

#### **29.4 Time limits.**

(a) Failure at any level of this procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next level of the procedure within the time which would have been allotted had a decision been communicated by the final day.

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

(c) The time limits in this procedure may be extended by mutual agreement.

#### **29.5 Building principal - step 1.**

(a) A teacher having a grievance must discuss it with his building principal with the objective of resolving the matter informally.

(b) If the grievance is not resolved informally, it shall be reduced to writing (see Appendix L) and presented to the building principal. The building principal shall respond in writing within ten (10) school days after receipt of each grievance. If an aggrieved party is not satisfied with the response of the building principal or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance ten (10) school days thereafter to the Superintendent.

**29.6 Superintendent - step 2.** The Superintendent or his designated representative shall, upon request, confer with the aggrieved party and/or his representative with respect to the grievance and shall deliver to the aggrieved party a written statement of his position with respect to it no later than two (2) weeks after it is received by him.

**29.7 Board - step 3.** Within one (1) calendar week of the determination by the Superintendent, if the aggrieved is not satisfied, he may make written request to the Board for review and determination. The Board, at the date of their next regular meeting, will hold a hearing to obtain further information regarding the case. The Board shall render a final decision in writing within ten (10) school days after the hearing. Said decision shall be given to the grievant.

#### **29.8 Arbitration - step 4.**

(a) In the event the Association is not satisfied with the response to a grievance, it may within fifteen (15) days after receiving that statement, refer the grievance to the Public Employment Relations Board (PERB) for a list of arbitrators to be submitted to both parties. A copy of such request shall be forward to the Superintendent.

(b) The arbitrator's decision will be in writing and will set forth his findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding.

The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.

(c) The cost of the services of the arbitrator will be borne equally by the District and the Association.

(d) By mutual agreement of the District and the Association more than one (1) grievance may be submitted to the same arbitrator.

### ARTICLE 30 - GRANTS FOR EDUCATIONAL PROJECTS

**30.1 Purpose.** It is the intent of this article to offer opportunities to those teachers who wish to work on educational projects which extend beyond the normal school day. The procedures set forth herein must be met in order to qualify for such a grant.

**30.2 Amount budgeted.** There will be an amount budgeted annually by the Board, at its discretion, for such grants.

**30.3 Committee established.** A committee, consisting of two (2) teachers (one (1) elementary and one (1) secondary) selected by the Association, two (2) administrators and one (1) Board member, must give prior approval for any project. Once the committee has made its decision(s) there will be no appeal provided.

#### **30.4 Procedures.**

(a) The proposal for a grant should include the objectives, a budget, a time frame for accomplishing the objective and the expected benefits to the District and/or students.

(b) Grant proposals should be submitted by October 2nd or February 1st each year.

#### **30.5 Expenses paid.**

(a) Reimbursable expenses for an approved grant will be paid as they are incurred. Stipends will be paid at the conclusion of the project.

(b) Expenses beyond those approved in the grant require prior approval from the committee for reimbursement.

### ARTICLE 31 - MISCELLANEOUS

**31.1 Vending machine.** Vending machines may be installed in the faculty rooms or other suitable areas by the Association and any profits accumulated may be used at the discretion of the Association.

**31.2 Management rights.** It is agreed that the District retains the right to direct teachers, to hire, to promote and discipline subject to law and the terms and conditions of this Agreement, to maintain the efficiency of operations entrusted to it, to determine the methods, means, and personnel by which said operations are to be conducted, and to take whatever action is necessary to carry out the mission of the District, provided such rights shall not be in violation of any other section of this Agreement or law.



**31.3 Savings clause.** If one item in this Agreement is found to be illegal, the remainder of the Agreement is still in effect.

**31.4 Complete agreement.** This agreement constitutes the full and complete Agreement between the parties. Working conditions and this Agreement may be amended and may be put in writing, added to, deleted from or modified only through the voluntary mutual consent of the parties.

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

**ARTICLE 32 - DURATION**

**32.1 Term of agreement.** Except as otherwise provided herein this Agreement shall Become effective July 1, 1999 and shall continue in full force until June 30, 2001.

SIGNATURES:

Mary Lou Kenny O'Connor  
PRESIDENT, BOARD OF EDUCATION

10/27/00  
DATE

Charles L. Bolton  
SUPERINTENDENT  
CHAIRMAN, BOARD COMMITTEE

10-26-00  
DATE

W.C. Hewson  
PRESIDENT, TEACHERS ASSOCIATION

10-27-00  
DATE

Ree Westbrook  
CHAIRMAN, TEACHERS COMMITTEE

10-27-00  
DATE

APPENDIX A - SALARY NOTIFICATION

TO:

DATE:

Salary 20\_\_ - 20\_\_

Step Number _____	\$ _____
_____ Grad. Hrs. @ \$45.	\$ _____
Masters Degree	\$ _____
Merit	\$ _____
Total Salary 20__ - 20__	\$ _____

Credit is granted for additional courses on October 15 and February 15 of each school year.

Any courses completed during summer will be granted salary increment with submission of a grade report or an official transcript. If grade reports are submitted, they must be replaced by an official transcript by February 15 following.

**SALARY PAYMENT SCHEDULE:** (Chose one of the following plans.)

- \_\_\_\_\_ Twenty one (21) equal salary checks including 1/21 at the end of June.
- \_\_\_\_\_ Twenty six (26) equal salary checks including 6/26 at the end of June.

**ACCUMULATED SICK LEAVE:**

\_\_\_\_\_ SICK LEAVE HAVE ACCUMULATED AS OF 6/ /

Please return one (1) copy with your signature as soon as possible but in no case later than your final payday.

I have reviewed the above information and accept it as accurate to the best of my knowledge.

TEACHER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PLEASE NOTE:** If you have a question regarding any of the above information, please have it answered to your satisfaction before signing this sheet.

Attachments: Pay schedule for current year  
Salary scale per HTA contract

APPENDIX B - APPLICATION FOR IN-SERVICE CREDIT

APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPE OF ACTIVITY (Check one)

- \_\_\_\_ In-Service Study (Each credit based on 12 clock hours)
- \_\_\_\_ Travel (Each credit based on 2 weeks of approved travel)
- \_\_\_\_ Outstanding Professional Activity (See back of application)
- \_\_\_\_ Other (Please explain on back of application)

NUMBER OF CREDITS REQUESTED \_\_\_\_\_

PROOF OF COMPLETION OF THIS ACTIVITY ATTACHED? \_\_\_\_\_ (If not explain)

Application for credit MUST be made within 30 school days after completion of activity.

DETAILS

Name of course or activity: \_\_\_\_\_

Dates of course, activity or travel: \_\_\_\_\_

Sponsor of course or activity: \_\_\_\_\_

Total number of clock hours of instruction: \_\_\_\_\_ (weeks of travel: \_\_\_\_\_ )

Briefly describe the nature of this activity and its relevance to your teaching assignment:

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Credits Granted: \_\_\_\_\_  
Date \_\_\_\_\_ Committee Chairperson \_\_\_\_\_

**IN-SERVICE STUDY:** Refers to any sequential course of instruction which you have received that improves or reinforces your skills related to your teaching assignment but has not been remunerated by the district or used to meet contractual professional development hours.

**TRAVEL:** Refers to travel you have undertaken which reinforces or improves your teaching assignment. A brief itinerary of the trip should be presented as well as a description of how this travel relates to your teaching assignment.

**OUTSTANDING PROFESSIONAL ACTIVITY:** Such as published articles in a recognized magazine, journal or professional release, distinguished service in a professional organization, curriculum development for the District, etc. Describe the relevance of this activity to your professional advancement.

**OTHER:** Please explain in detail.

APPENDIX C - EXTRACURRICULAR PAY SCHEDULE

THOSE TEACHERS INVOLVED IN EXTRACURRICULAR OR CO-CURRICULAR ACTIVITIES SHOULD INDIVIDUALLY DECIDE WHETHER TO ACCEPT OR DECLINE THE SUPERVISION OF THE EXTRACURRICULAR OR CO-CURRICULAR ACTIVITY. PAY SHALL BE CALCULATED IN THE MANNER AS PROSCRIBED IN ARTICLE 7.

BOYS' VARSITY SOCCER.....	7%
BOYS' JV SOCCER .....	6%
BOYS' MODIFIED SOCCER.....	5%
GIRLS' VARSITY SOCCER.....	7%
GIRLS' JV SOCCER.....	6%
GIRLS' MODIFIED SOCCER.....	5%
BOYS' VARSITY BASKETBALL .....	10%
BOYS' JV BASKETBALL .....	7%
BOYS' MODIFIED BASKETBALL - 8 <sup>TH</sup> GRADE .....	3%
7 <sup>TH</sup> GRADE .....	3%
if combined .....	5%
BOYS' VARSITY WRESTLING .....	10%
BOYS' JV WRESTLING.....	7%
BOYS' VARSITY & JV WRESTLING.....	12%
BOYS' MODIFIED WRESTLING .....	5%
GIRLS' VARSITY VOLLEYBALL.....	7%
GIRLS' JV VOLLEYBALL .....	6%
GIRLS' VARSITY & JV VOLLEYBALL .....	9%
BOYS' VARSITY BASEBALL.....	7%
BOYS' JV BASEBALL .....	6%
BOYS' MODIFIED BASEBALL .....	5%
GIRLS' VARSITY SOFTBALL.....	7%
GIRLS' JV SOFTBALL.....	6%
GIRLS' MODIFIED SOFTBALL .....	5%
BOYS' TRACK .....	7%
GIRLS' TRACK .....	7%
CROSS COUNTRY.....	7%
TRACK ASSISTANT.....	4%
BOYS' TENNIS .....	7%
BOYS' JV/MODIFIED TENNIS.....	5%
GIRLS' TENNIS .....	7%
CHEERLEADING ADVISOR - REG. Season 8% FULL Competition..	10%

## APPENDIX D – CO-CURRICULAR PAY SCHEDULE

ACADEMIC ALL STARS ADVISOR .....	5%
COLOR GUARD/MAJORETTE ADVISOR .....	3%
DIRECTOR OF BAND .....	6%
DIRECTOR OF ELEMENTARY BAND .....	(1999-00) 3% - (2000+) 4%
DIRECTOR OF CHOIR.....	6%
DRAMA CLUB - HIGH SCHOOL PRODUCER (3 acts/musical) .....	4%
- HIGH SCHOOL PRODUCER (less than 3 acts) .....	3%
- HIGH SCHOOL ASST. PRODUCER (maximum of 2) ..	\$300
- ELEMENTARY PRODUCER .....	3%
- ELEMENTARY ASST. PRODUCERS (maximum of 2) ..	\$250
FBLA - ONE ADVISOR.....	3%
TWO ADVISORS.....	2% EACH
FRENCH CLUB .....	2%
LEADERS CLUBS ADVISOR.....	5%
LOUIS J. NATALE SPELLING BEE COORDINATOR .....	2%
MARCHING BAND ASSISTANT .....	4%
NATIONAL HONOR SOCIETY .....	2%
NEWSPAPER.....	4%
ODYSSEY OF THE MIND .....	(1999-00) 3% - (2000+) 4%
SADD.....	2%
SKI CLUB ADVISOR(S).....	5% EACH
STUDENT COUNCIL - ONE ADVISOR .....	3%
- TWO ADVISORS .....	2% EACH
TECHNOLOGY CLUB ADVISOR .....	2%
VARSITY CLUB .....	5%
YEARBOOK.....	6% EACH
 CLASS ADVISORS	
9 <sup>TH</sup> GRADE (3) .....	2%
10 <sup>TH</sup> GRADE (3) .....	2%
11 <sup>TH</sup> GRADE (3) .....	2%
12 <sup>TH</sup> GRADE (3) .....	2%
SENIOR ACTIVITIES COORDINATOR.....	2%
 HOURLY RATE FOR	
BUS CHAPERONE .....	\$12
SUPERVISOR AT SCHOOL EVENTS.....	\$12
AFTER HOURS – CSE MEETINGS.....	\$12
 TEACHER LEADERS	
DIRECTOR OF ATHLETICS.....	9%
DIRECTOR OF PHYSICAL EDUCATION .....	9%
CHAIRPERSON CSE .....	\$5000

IF ANY ACTIVITY IS DONE AS PART OF THE REGULAR TEACHING  
DUTIES, THIS SCHEDULE DOES NOT APPLY.

**HAMMONDSPORT CENTRAL SCHOOL**  
Hammondsport, New York 14840

**Request for Approval of Leave**

Please check one \_\_\_\_\_ Name of employee \_\_\_\_\_

- \_\_\_\_\_ Illness
- \_\_\_\_\_ Personal Day
- \_\_\_\_\_ Conference
- \_\_\_\_\_ Other: \_\_\_\_\_  
(Specify)

<b>ILLNESS/PERSONAL/OTHER</b>	
Date/dates of absence _____	
No. of days _____	
Please indicate no. of days each	
Illness	_____
Personal	_____
Deduct	_____
Other	_____
(specify)	

<b>CONFERENCE</b>	
Date/dates of absence: _____	
Number of days: _____	
Conference type: _____	
Location: _____	
My role: participant _____	
other _____	
I request transportation      *Yes ____ No ____	
*(If yes, fill out transportation request form.)	
Leaving Hammondsport _____ at _____	
(date)	(time)
Arriving Hammondsport _____ at _____	
(date)	(time)
My estimated expenses are: _____	
(total)	

Lesson Plans, seating chart, register and special instructions are available (where)

\_\_\_\_\_  
Signature of Employee

Do Not Write Below This Line

Submit this form to Elementary Principal or Secondary Principal.

**REVIEW**

Number of days and dates of substitution required \_\_\_\_\_

Reviewed and approved by Elementary Principal or Secondary Principal

\_\_\_\_\_  
Signature of Principal

Comments: \_\_\_\_\_

Comments of Superintendent:

Approved as requested: \_\_\_\_\_ Modified as follows: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

APPENDIX G - SICK LEAVE BANK REQUEST FORM

I, \_\_\_\_\_, AM MAKING APPLICATION TO BORROW \_\_\_\_\_ DAYS FROM THE HAMMONDSPORT CENTRAL SCHOOL DISTRICT'S SICK LEAVE BANK.

- 1. I have contributed to the Sick Leave Bank.      \_\_\_ Yes    \_\_\_ No
- 2. I have exhausted all my sick leave.            \_\_\_ Yes    \_\_\_ No
- 3. I will provide medical evidence as requested by the Sick Leave Bank committee      \_\_\_ Yes    \_\_\_ No
- 4. I will make myself available for personal interviews if needed and medically possible.      \_\_\_ Yes    \_\_\_ No

TEACHER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NATURE OF ILLNESS OR INJURY:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LAST DAY WORKED: \_\_\_\_\_

PHYSICIAN'S NAME: \_\_\_\_\_

PHYSICIAN'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHYSICIAN'S TELEPHONE NUMBER: \_\_\_\_\_

PHYSICIAN'S STATEMENT IS ATTACHED: \_\_\_\_\_ Yes    \_\_\_\_\_ No



APPENDIX H - CLAIM FOR TRAVEL OR CONFERENCE EXPENSE

CLAIM NUMBER: \_\_\_\_\_

CODE NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_

NATURE OF CONFERENCE OR REASON FOR TRAVEL: \_\_\_\_\_

DATE	TRAVEL	MILEAGE @ ____ PER MILE	BREAK- FAST	LUNCH	DINNER	LODGING	OTHER EXPENSES	TOTAL
	From							
	To							
	From							
	To							
	From							
	To							
	From							
	To							

TOTAL EXPENSES: \$ \_\_\_\_\_

AMOUNT DUE CLAIMANT: \$ \_\_\_\_\_

THIS IS TO CERTIFY THAT THE WORK, LABOR, SERVICES, MATERIALS AND SUPPLIES CHARGED IN THE ABOVE ACCOUNT OR CLAIM AND INCLUDED IN THE SAME, AMOUNTING TO \$ \_\_\_\_\_ HAVE BEEN ACTUALLY PERFORMED FOR, FURNISHED AND/OR DELIVERED TO THE BOARD OF EDUCATION, HAMMONDSPORT, NEW YORK; THAT SAID CLAIM IS JUST, DUE AND UNPAID AND THERE ARE NO OFFSETS AGAINST THE SAME; THAT THE ITEMS AND SPECIFICATIONS THEREIN ARE CORRECT; THAT THE SUMS CHARGED ARE REASONABLE AND JUST; THAT NO PAYMENT HAS BEEN MADE ON ACCOUNT THEREOF, EXCEPT AS INCLUDED OR REFERRED TO IN SUCH ACCOUNT OR CLAIM. NOTARY NOT REQUIRED.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## APPENDIX I – TEACHER EVALUATION PROGRAM

The following basic considerations have been discussed:

1. Any program of teacher evaluation must be conceived as a procedure for improving instruction.
2. Teachers are to be informed regarding the evaluation program.
3. Teacher visitations, or observations, shall be made for a minimum of twenty (20) minutes. It is recommended that forty (40) minutes be the usual time spent in a visitation.
4. The administrator shall follow each visitation with a teacher conference as soon as possible.
5. The teacher evaluation program shall be considered a year round process. On March 15<sup>th</sup> of each school year, reports of visitations and recommendations shall be forwarded to the Superintendent's office.
6. Evidence of unsatisfactory service shall be reported immediately to the Superintendent.
7. The minimum teacher visitation schedule shall be as follows:

Building Administrator And/or Superintendent	Number of Visitations by February 15 <sup>th</sup>	Number of Visitations by June 15 <sup>th</sup>
First Year Teachers	1	2
Second, Third Year Teachers	0	2
Tenured Teachers	0	1

APPENDIX J – TEACHER OBSERVATION FORM

Teacher Observed: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_

Observer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Lesson topic: \_\_\_\_\_

Method Used to Present Lesson: \_\_\_\_\_

Code: E – Exemplary	I – Improvement Needed
A – Above Average	N/A – Not Applicable
S – Satisfactory	

EXPLANATION OF CODES:

Exemplary: Performance within this function area is consistently outstanding. Teaching practices are demonstrated at the highest level of performance.

Above Average: Performance within this function area is frequently outstanding. Teaching practices are demonstrated at a high level of acceptance.

Satisfactory: Performance within this function area consistently meets acceptable standards. Teaching practices are demonstrated at an adequate level of performance.

Improvement Needed: Performance within this function area is inadequate/unacceptable and needs improvement. The teacher requires supervision and assistance to bring teaching practices up to an adequate level of performance.

Not Applicable: This function area does not apply to the person being observed.

A. **LESSON CONTENT AND ITS PRESENTATION:**

1. Appropriately introduces lesson to be taught \_\_\_\_\_
2. Uses appropriate instructional materials. \_\_\_\_\_
3. Demonstrates a knowledge of subject matter. \_\_\_\_\_

4. Teaches toward the objective of the lesson. \_\_\_\_\_
5. Assesses student learning during the lesson. \_\_\_\_\_
6. Provides an appropriate conclusion to the lesson. \_\_\_\_\_
7. Assigns student work appropriate to the lesson. \_\_\_\_\_
8. Relevance of lesson taught to NYS and/or District curriculum \_\_\_\_\_
9. COMMENTS: \_\_\_\_\_

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**B. STUDENT MOTIVATION AND INVOLVEMENT:**

1. Provides an opportunity for all students to participate. \_\_\_\_\_
2. Provides appropriate feedback on student responses and behaviors. \_\_\_\_\_
3. Helps students develop positive self-concepts. \_\_\_\_\_
4. COMMENTS: \_\_\_\_\_

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**C. CLASSROOM STANDARDS:**

1. Maintains appropriate classroom student behavior standards. \_\_\_\_\_
2. Maintains a positive classroom learning environment. \_\_\_\_\_
3. Maximizes class time. \_\_\_\_\_
4. COMMENTS: \_\_\_\_\_

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**D. SUMMARY STATEMENTS:**

1. AREAS OF STRENGTH: \_\_\_\_\_

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2. AREAS IN NEED OF IMPROVEMENT, IT ANY: \_\_\_\_\_

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3. TEACHER COMMENTS: \_\_\_\_\_

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CONFERENCE DATE AND TIME: \_\_\_\_\_

OBSERVER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TEACHER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPENDIX K – ANNUAL PROFESSIONAL PERFORMANCE REVIEW

NAME OF TEACHER: \_\_\_\_\_  
DATE: \_\_\_\_\_ SCHOOL YEAR: \_\_\_\_\_  
BUILDING: \_\_\_\_\_

The Board of Regents of New Your State in Commissioner's Regulation 100.20(0) mandated that all school districts adopt an Annual Performance Review to ensure that all professional staff are reviewed annually.

The purpose of this Annual Professional Performance Review is to assist teachers in maintaining a high level of performance and professional growth.

This instrument will deal with many aspects of the teacher's role in the school setting and including individual lesson observations. It is designed to be an overall professional review of an individual teacher's total performance.

The purposes, procedures, and philosophy of classroom observation and annual professional Performance Review is contained in Article 6 of the Professional Agreement between the Hammondspport Central School District and the Hammondspport Teacher's Association.

The Annual Professional Performance Review process is to be completed by June 30<sup>th</sup> of each year for each teacher.

Code: E – Exemplary	I – Improvement Needed
A – Above Average	N/A – Not Applicable
S - Satisfactory	

EXPLANATION OF CODES:

Exemplary: Performance within this function area is consistently outstanding. Teaching practices are demonstrated at the highest level of performance.

Above Average: Performance within this function area is frequently outstanding. Teaching practices are demonstrated at a high level of acceptance.

Satisfactory: Performance within this function area consistently meets acceptable standards. Teaching practices are demonstrated at an adequate level of performance.

**Improvement Needed:** Performance within this function area is inadequate/unacceptable and needs improvement. The teacher requires supervision and assistance to bring teaching practices up to an adequate level of performance.

**Not Applicable:** This function area does not apply to the person being observed.

THE FOLLOWING CRITERIA WILL BE USED BY THE ADMINISTRATOR IN THE REVIEW OF EACH PROFESSIONAL STAFF MEMBER. THESE CRITERIA ARE PRESENT IN ALL STYLES OF TEACHER PERFORMANCE AND SHOULD NOT SERVE AS LIMITING FACTORS.

**A) INSTRUCTIONAL ROLE:**

1) KNOWLEDGE OF SUBJECT MATTER

a) Demonstrates a knowledge of the subject matter.

E \_\_\_\_ A \_\_\_\_ S \_\_\_\_ I \_\_\_\_ N/A \_\_\_\_

COMMENTS

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b) Adheres to the curriculum as defined by the District and/or the State of New York.

S \_\_\_\_ I \_\_\_\_ N/A \_\_\_\_

COMMENTS:

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2) CLASSROOM MANAGEMENT

a) Maintains student records and reports student progress.

S \_\_\_\_ I \_\_\_\_

COMMENTS:

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b) Establishes and maintains appropriate classroom standards.

E \_\_\_\_ A \_\_\_\_ S \_\_\_\_ I \_\_\_\_ N/A \_\_\_\_

COMMENTS:

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c) Provides appropriate information for substitute teachers.

S \_\_\_\_ I \_\_\_\_ N/A \_\_\_\_

COMMENTS:

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3) TECHNIQUES OF INSTRUCTION. As recorded in the classroom observation reports.

COMMENTS:

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**B) DISTRICT/PROFESSIONAL ROLE:**

**1) PROFESSIONAL DEVELOPMENT**

- a) Engages in professional or educational activities to remain current in teaching techniques and subject matter.

E \_\_\_\_ A \_\_\_\_ S \_\_\_\_ I \_\_\_\_ N/A \_\_\_\_

COMMENTS:

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**2) CURRICULUM DEVELOPMENT**

- a) As time and resources permit, contributes to the curriculum development, planning, decision making and activity of the grade level/development.

E \_\_\_\_ A \_\_\_\_ S \_\_\_\_ I \_\_\_\_ N/A \_\_\_\_

COMMENTS:

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**3) BUILDING/DISTRICT EFFECTIVENESS**

- a) Cooperates and communicates effectively with other staff members.

E \_\_\_\_ A \_\_\_\_ S \_\_\_\_ I \_\_\_\_ N/A \_\_\_\_

COMMENTS:

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b) Communicates directly with parents/guardians as needed.

S \_\_\_\_ I \_\_\_\_

COMMENTS:

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c) Seeks and/or accepts instructional assistance as needed or as indicated on the teacher observation form.

S \_\_\_\_ I \_\_\_\_

COMMENTS:

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d) Carries out teacher related District and building policies, practices and procedures as provided in writing by the District or as directed by the building principal.

E \_\_\_\_ A \_\_\_\_ S \_\_\_\_ I \_\_\_\_ N/A \_\_\_\_

COMMENTS:

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e) Presents a positive professional role model in the performance of school work and school related duties.

S \_\_\_\_ I \_\_\_\_

COMMENTS:

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**C) SUMMARY**

1) ADMINISTRATIVE COMMENTS

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2) TEACHER COMMENTS

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ADMINISTRATOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TEACHER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPENDIX L - GRIEVANCE FORM

THIS FORM IS TO BE USED BY THE TEACHER WHO IS INITIATING THE FORMAL OR WRITTEN STAGE OF THE GRIEVANCE PROCEDURE. THE ORIGINAL OF THIS FORM SHOULD BE RETURNED TO THE SUPERINTENDENT WITH ONE (1) COPY TO THE TEACHER'S IMMEDIATE SUPERVISOR AND ONE (1) COPY TO THE ASSOCIATION'S PRESIDENT. THE TEACHER SHOULD RETAIN ONE (1) COPY FOR HIS/HER OWN FILE.

DATE FILED: \_\_\_\_\_

LEVEL: \_\_\_\_\_

TEACHER'S NAME: \_\_\_\_\_

BUILDING, SUBJECT, OR GRADE: (if applicable)

\_\_\_\_\_  
\_\_\_\_\_

GRIEVANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SETTLEMENT DESIRED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TEACHER'S SIGNATURE: \_\_\_\_\_ DATE : \_\_\_\_\_

TEACHER'S NAME: \_\_\_\_\_

ADMINISTRATIVE REPLY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
IMMEDIATE SUPERVISOR OR SUPERINTENDENT                      DATE

FILL OUT IN QUINTUPPLICATE AND DISTRIBUTE TO:

- 1. Superintendent
- 2. Immediate Supervisor
- 3. Association President
- 4. Retain one (1) copy
- 5. Teacher

NAME OF IMMEDIATE SUPERVISOR: \_\_\_\_\_

DATE OF INFORMAL PROCEDURE: \_\_\_\_\_

ARTICLE REFERENCE: \_\_\_\_\_

## APPENDIX M - TEACHER SALARY SCHEDULE

### 1999-00 Masters Degree

#### Step

1	\$30,420
2	31,126
3	31,831
4	32,533
5	33,239
6	33,959
7	34,681
8	35,405
9	36,127
10	36,848
11	37,616
12	38,384
13	39,152
14	39,919
15	40,688
16	41,760
17	42,758
18	43,832
19	44,905
20	45,978
21	47,072
22	48,164
23	49,257
24	50,349
25	51,443

### 2000-01 Bachelor's Degree

#### Step

1	\$29,365
2	30,070
3	30,776
4	31,481
5	32,183
6	32,889
7	33,609
8	34,331
9	35,055
10	35,777
11	36,698
12	37,466
13	38,234
14	39,002
15	39,769
16	40,538
17	41,610
18	42,608
19	43,682
20	44,755
21	46,028
22	47,122
23	48,214
24	49,307
25	50,399

## APPENDIX N - SCHOOL PSYCHOLOGIST SALARY

The school psychologist will be placed on the teacher's salary schedule (Appendix M), eight (8) steps above years of previous service granted at time of appointment. Thereafter they will be granted a yearly salary increase equivalent to a teacher on the same step.