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TEACHER CONTRACT AGREEMENT

NORTH SYRACUSE
EDUCATION ASSOCIATION
LOCAL 2881

AND

NORTH SYRACUSE
CENTRAL SCHOOL DISTRICT

2015
2019

Educating the Stars of the Future



NSEA@nscsd.org

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AGREEMENT

Between the North Syracuse Central School District (herein called "District") and the North Syracuse Education Association (herein called "Association").

PREAMBLE

WHEREAS, the parties desire to promote harmonious and cooperative relationships between the District and its employees of the teaching profession regarding salaries, hours and other items and conditions of employment so that the cause of public education is orderly and uninterrupted, and

WHEREAS, both parties have negotiated in good faith and have reached mutual understanding under the requirements and provisions of the Public Employees Fair Employment Act, Article 14 of the Civil Service Law,

NOW, THEREFORE BE IT AGREED

ARTICLE 1 **RECOGNITION**

1.1 The District agrees to recognize the Association as the exclusive bargaining agent for all employees in the Bargaining Unit as hereinafter defined and extends to the Association the following:

- A. to exclusively represent employees in the Unit regarding collective negotiations,
- B. to represent employees in the Unit in the settlement of grievances,
- C. to deduct dues/agency service fee payments in the amount authorized by the Association. The Association shall indemnify and save the District harmless against all liability that may arise from action taken to comply with this Paragraph.
- D. to unchallenged representation status during the period prescribed by Section 208(2) of the Public Employees' Fair Employment Act.

- 1.2** The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

1.3 BARGAINING UNIT

The Bargaining Unit includes all Deans, Department Chairpersons/Team Leaders, Guidance Counselors, Librarians, School Psychologists, Social Workers, Registered Nurses, Occupational Therapists, Physical Therapists, Speech Therapists, and Teachers. The Bargaining Unit excludes all classes, groups or individual employees not included in this Paragraph.

Effective September 1, 2007, Dean positions will be eliminated as vacancies occur through retirements or resignations.

1.4 MANAGEMENT RIGHTS

- A. The Association agrees that the Board of Education is the policy-making body of the District as imposed by Section 1709 of the Education Law and the rules and regulations of the Education Commissioner.
- B. It is understood and agreed that all the rights, powers and authority possessed by the District prior to this agreement remain vested in the District except those rights which are specifically abridged, deleted or modified by this Agreement.
- C. Nothing in this article shall be construed as prohibiting the Association, and/or bargaining unit members from providing recommendations, advice, or input to the District on matters relating to the educational system.
- D. The District may consider contracting with outside agencies for the purpose of providing supplemental services to students; however, these services shall not replace bargaining unit work.

ARTICLE 2

DUES DEDUCTION

2.1 DUES

The District shall deduct from the employees' regular payroll check, dues for the Association and its affiliates. The District shall transmit the amount deducted for dues to the Association within ten (10) business days after the close of each respective payroll period except only in those instances when it might be necessary for the District to comply with the pertinent provisions of Section 210 of the Public Employees' Fair Employment Act as well as the provisions of any court order or other applicable laws.

2.2 OTHER DEDUCTIONS

- A. The District shall deduct from the salary of each bargaining unit member who is not a member of the Association a bi-monthly service fee as a contribution toward the negotiation and administration of the agreement and the representation for such employee. The service charge, which shall be payable and forwarded to the Association, will be deducted in accordance with the current dues deduction procedures and shall be an amount equal to the Association's regular dues. The Association shall indemnify and save the District harmless against all liability that may arise from action taken to comply with this Paragraph.

- B. The District shall upon receipt of a properly signed Payroll Deduction Authorization Form deduct the amount so specified by the employee for deduction to:
 - 1. Core Federal Credit Union
 - 2. United Way
 - 3. Vote Cope
 - 4. NYSUT Benefit Trust
 - 5. Direct Deposit of Paycheck
 - 6. Tax Sheltered Annuities
 - 7. 457-b
 - 8. Disability Insurance Program

The District must receive the form(s) at least ten (10) business days prior to the payroll period for which the form is to be effective.

ARTICLE 3

GRIEVANCE PROCEDURES

3.1 GRIEVANCE PRINCIPLE

Every employee in the Unit shall have the right to present his or her grievance in accordance with the provisions hereof, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by an Association representative of his or her own choosing at all stages of the proceedings relating to such grievance.

3.2 GRIEVANCE DEFINITIONS

The following terms shall have the following meanings:

- A. "Employee" shall mean any member of the Bargaining Unit as defined in Article 1.3.
- B. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the provisions of this agreement.
- C. "Aggrieved Employee" shall mean an employee or group of employees, who believe that they have a grievance.
- D. "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority over the aggrieved employee, who normally assigns and supervises the employee's work and/or evaluates his/her work performance; or in the absence of such immediate supervisor, the person who is discharging such responsibility.
- E. "Days" shall mean business days. Saturdays, Sundays, and Legal Holidays shall be excluded in computing the

number of days within which action must be taken or notice given within the terms of Article 3.3.

- F. "Grievance Committee" shall mean the committee established by the Association charged with the responsibility of representing the aggrieved.

3.3 GRIEVANCE PROCEDURE

The following steps shall apply:

Step 1 - Written Grievance

- A. The aggrieved employee shall present the grievance in writing (Exhibit C) to the immediate supervisor within ten (10) days of occurrence giving rise to grievance, or within ten (10) days of the date when the aggrieved should have known of the occurrence giving rise to the grievance, if later. The aggrieved employee may present the grievance alone, with the Association grievance chairperson, or through the Association grievance chairperson (or other Association designated representative) alone.
- B. The immediate supervisor shall provide a written answer to the aggrieved employee (copy to the chairperson of the Association grievance committee) within five (5) days of receipt of the written grievance.

Step 2 - Superintendent

- A. If the grievance is not resolved in Step 1, the written grievance shall be submitted by the aggrieved employee to the Superintendent of Schools (or the designee) within five (5) days of the receipt of the immediate supervisor's answer.
- B. Within ten (10) days of receipt of the written grievance the Superintendent (or designee) shall meet with the aggrieved and a representative of the Association. At least two (2) days notice of said meeting shall be provided to the aggrieved. The Superintendent (or the designee)

shall identify the time and place for this meeting, which shall be held during the business hours of the District. Witnesses and legal representatives of both parties may attend and participate in the meeting. Any record of this meeting prepared by the District shall be provided to the Association, which shall reimburse the District for the cost of reproducing the record.

- C. Within ten (10) days after this meeting, the Superintendent (or designee) shall deliver a written answer to the aggrieved employee and the Association grievance chairperson.

Step 3 - Arbitration

- A. Within ten (10) days after the receipt of the Superintendent's answer in Step 2, the Association may submit the grievance in writing to the American Arbitration Association (copy to the Superintendent) for arbitration in accordance with its voluntary labor arbitration rules.
- B. The fees and expenses of the arbitrator shall be borne equally by the District and the Association.
- C. Each party to an arbitration shall bear its own legal expenses and costs incidental to its exhibits and any witnesses sworn by such party.
- D. The decision of the arbitrator shall be final and binding on all parties.
- E. The arbitrator shall have no power to add to, modify or subtract from provisions of this Agreement, but shall be limited to interpreting and applying the provisions hereof and any applicable rules, procedures, regulations, administrative orders, or work rules which are not in conflict with provisions hereof. The arbitrator shall not use or rely upon any past practices which were not authorized by a written rule or regulation as a restriction upon the rights of the District hereunder.

3.4 WITNESSES

- A. Either party to a grievance shall have the right to the presence of necessary witnesses at any stage of Article 3. Arrangements for the presence of such witnesses is the responsibility of the party requesting them. Witnesses who are employees of the District will be given time off without loss of pay as shall be reasonably necessary for the taking of their evidence relating to a grievance.
- B. If the District fails to comply with the time limits provided in Article 3, the Association and/or the aggrieved may either wait for a reply or move the grievance to the next step of the process without a reply.
- C. Failure of the Association or of an aggrieved employee to comply with the time limits provided in Article 3 shall be considered as an acceptance of the last previous answer to the grievance and shall be a disposal of such grievance on that basis.
- D. Members of the Association Grievance Committee shall be given reasonable time off, with pay, from their duties to investigate and handle grievances under their jurisdiction but only after receiving the approval of their immediate supervisor and the immediate supervisor of any other employee involved. The claimed failure to grant such reasonable time may itself be the subject of a grievance hereunder.
- E. The time limits specified in Article 3 may be changed with respect to a specific grievance by mutual written signed memorandum.

3.5 RECORDS

- A. The records of the consideration of any alleged grievance which has gone beyond verbal and informal statements to the immediate supervisor, shall be preserved by all who have their custody. When a final determination has been made, these records shall be filed in the office of

the Superintendent in a separate file drawer or cabinet maintained for that purpose, filed under the name of the aggrieved person. Records relating to grievances filed by groups of bargaining unit members shall be filed under the Grievance Committee of the Association. Duplicate records may be destroyed. The records shall be confidential except to the parties involved, the Grievance Committee, the Superintendent (or designee), the District Clerk, the Board and the Attorney for the Board.

- B. Any aggrieved person, or the Grievance Committee, who wishes copies of the documents on file pertaining to the grievance may be furnished copies made by a copy process machine at the actual cost of making them. The person to whom such copies are delivered shall sign the receipt for them and shall be solely responsible for any later use that may be made of the copies.

ARTICLE 4 **NEGOTIATIONS**

4.1 PROCEDURES

- A. Either party wishing to amend this agreement in any way concerned with salaries, wages, hours, and other terms and conditions of employment shall submit to the other party written amendments by March 1 of each year.
- B. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified through voluntary mutual consent of the parties in a written and signed amendment to this agreement. This agreement shall further be incorporated into and considered part of the established policies of both the Board and the Association. It supercedes any rules, regulations or practices of the Board or Association which shall be contrary to or inconsistent with its terms.
- C. Either party may, if it so desires, utilize the services of

outside consultants and may call upon professional and lay representatives to assist in negotiation proceedings.

4.2 IMPASSE PROCEDURE

- A. Should the parties fail to achieve agreement one hundred twenty (120) days prior to the end of the District fiscal year or earlier if the parties mutually agree, an impasse may be deemed to exist and then either party may request assistance from the Public Employment Relations Board.
- B. However, the parties agree to hold one (1) more bargaining session within seventy-two (72) hours prior to formal declaration of impasse.

4.3 NEGOTIATIONS OF MATTERS NOT SPECIFIED

- A. The Association and the District agree that existing Board policies pertaining to wages, hours and other terms and conditions of employment will remain in full force and effect unless modified by the terms of this agreement or by a subsequent written agreement of the parties. For the purpose of this subsection, existing Board policies are defined as those policies contained in the Master Policy Handbook of the Board of Education - North Syracuse Central Schools.
- B. The Association and the District agree to meet and confer prior to the adoption of any change of other policies, procedures and/or practices which have a substantial effect upon the education program.
- C. The District agrees not to make any substantial changes in terms and conditions of employment that constitute mandatory subjects of bargaining without prior negotiations with the Association. The District further agrees to negotiate relating to the impact of changes in terms and conditions of employment that constitute non-mandatory subjects of bargaining, to the extent such negotiations on impact are required by law. (In the event that an improper practice charge is filed, seeking

a determination as to whether a specific subject is a mandatory subject of bargaining, both parties agree to request that the matter be given expedited treatment in accordance with PERB regulations.

ARTICLE 5 ASSOCIATION RIGHTS

5.1 ASSOCIATION PRESIDENT/SUPERINTENDENT LIAISON

The President of the Association and the Superintendent shall meet together at least once a month during the school year to review and discuss current school problems and practices, and administration of this Agreement.

5.2 PROFESSIONAL CONFERENCES

Bargaining unit members who are designated by the Association as a delegate to conferences such as, but not limited to, meetings of the Representative Assembly or the meetings of the Retirement Board, may attend such conferences upon the recommendation of the President of the Association and the approval of the Superintendent. Bargaining unit members so designated shall be granted leave with pay, but shall not be entitled to reimbursement of expenses; the gross number of days leave for all Association members attending such conferences shall not exceed twenty (20) per year.

5.3 COPIES OF BOARD AGENDA AND MINUTES

- A. A copy of the official agenda for each regular monthly Board meeting and any attached document(s) appropriate for general distribution will be given to the President of the Association prior to each regular monthly Board meeting.
- B. The Association Secretary shall be provided sufficient copies of the regular monthly Board Meeting Minutes so that one (1) copy is available for:
 - 1. Each School Building
 - 2. The Association's Files

5.4 COPIES OF BOARD POLICIES AND RULES

The District agrees to provide the Association with sufficient access to Board's Personnel Policies and Rules and Regulations by adding them to the district website regularly.

5.5 ASSOCIATION USE OF INTERSCHOOL MAIL FACILITIES

It is agreed that the present policy allowing the Association the use of interschool mail facilities and faculty mail boxes shall continue.

5.6 BUILDING ASSOCIATION/BUILDING ADMINISTRATOR LIAISON

It is important that each building administrator and the officially designated Association spokesperson in the building meet at mutually convenient times to discuss matters of common concern. Either party may request a meeting and this meeting shall be scheduled within two (2) school days of request. Meetings of the Association may be held in the building before or after regular school hours. The Association representative may use his/her non-instructional time to work on Association business provided that such activities do not interfere with his/her duties or those of his/her colleagues.

5.7 ASSOCIATION USE OF BUILDING

The Association will be allowed to use school buildings without cost at reasonable times for its meetings and other business provided that such use will not conflict with previously scheduled school events. Applications for use of buildings will be made in accordance with established procedures.

5.8 ASSOCIATION USE OF FACULTY BULLETIN BOARDS

There will be a faculty bulletin board, which can be used by the Association in each school building in the school system. The present number and location of said bulletin boards shall not be changed except by mutual consent.

5.9 CHILDREN OF BARGAINING UNIT MEMBERS RESIDING OUTSIDE THE DISTRICT

The child(ren) of any parent who is a regular full time employee in the North Syracuse Central Schools, shall be permitted to attend North Syracuse Schools free of any tuition. The District, however, retains the right to deny such admission on an annual basis if it is determined that class sizes are approaching contractual limits.

5.10 BARGAINING UNIT MEMBER PROTECTION

- A. The District agrees to provide legal services and pay fees and expenses where civil or criminal action is brought against an employee based on disciplinary action taken against any pupil of the District while the employee is in the discharge of his/her duties within the scope of his/her employment.
- B. The Association agrees that, to receive this protection, an employee must deliver the original or a copy of any summons, complaint, process, notice, or other paper received by him/her to the Superintendent within ten (10) days after being served, endorsed with the time and manner of service or delivery of the same to him/her.
- C. In the event a bargaining unit member is threatened, either verbally or physically, or assaulted by a student, the bargaining unit member shall immediately report the incident orally to the building administrator. As soon as possible after the incident, the bargaining unit member shall also provide a written report of the incident to the building administrator. The report shall include the name(s) of the student(s) involved, the time and location of the incident, witness(es) to the incident, and a full account of the events that transpired.
- D. In the event that a complaint is made against a bargaining unit member, the District shall advise the bargaining unit member of the nature of the complaint and the initiation of any investigation, if one occurs. At such time as is

deemed appropriate by the District, but in no event more than two (2) school days following completion of the investigation, the bargaining unit member shall be advised of the result of the investigation. Upon the bargaining unit member's request, the Association representative(s) may be present.

5.11 DISRUPTIVE PUPILS

Should any student become disruptive to the class or threaten the safety or welfare of the bargaining unit member or other students, the bargaining unit member has the privilege of temporarily removing the student from class into the care of the building administrator (or designee). The bargaining unit member shall, before the end of the school day, discuss the reasons for the removal with the building administrator. The building administrator shall advise the bargaining unit member of his/her action and recommendations.

5.12 PARENT COOPERATION IN DISCIPLINE

Bargaining unit members have the right and are encouraged to enlist the cooperation of parents in handling discipline problems. After consultation with the building administrator, teachers may request parental attendance at a parent-teacher conference to be held at the school during school hours.

5.13 BARGAINING UNIT MEMBERS' LEGAL DEFENSE

A. Bargaining unit members shall be saved harmless from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, or judgment and to provide reasonable attorney's fees for the defense of any criminal prosecution arising out of any act or omission to act by such bargaining unit member within or outside the school buildings; provided that such bargaining unit member, at the time of the act or omission complained of, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the District. Financial loss, attorney's fees and/or judgments resulting from charges filed by the district against a bargaining unit member are excluded from this paragraph.

- B. The Association agrees that, to receive this protection, an employee must deliver the original or a copy of any summons, complaint, process, notice, or other paper received by him/her to the Superintendent within ten (10) days after being served, endorsed with the time and manner of service or delivery of the same to him/her.

5.14 TIME OFF FOR LEGAL PROCEEDINGS

Bargaining unit members shall be granted days of absence with pay for appearances in any legal proceedings connected to their employment by or association with the District. Days of absence with pay shall also be granted for jury duty and for testimony in court as a subpoenaed witness.

5.15 PERFORMANCE CONTRACTING

Should the District consider establishing a system of Performance Contracting with an outside agency, the District will consult with the Association.

Should it be necessary, the Association President will have the right to present the Association's recommendations to the Board.

ARTICLE 6 **VACANCIES, POSTINGS AND TRANSFERS**

6.1 STAFF TRANSFERS

- A. Some staff transfers from one (1) building to another or reassignment within a tenure area may be unavoidable but should be held to a minimum.
1. When staff transfers or reassignments are made, they shall be completed in three (3) phases:
 - a. in-house reassignments will be made first in each building by the building administrator;
 - b. transfer or reassignment out of present building will be completed next; and

- c. transfer or reassignment into a new building will be the final step.
 2. Transfers or reassignments shall be based on the following criteria:
 - a. seniority (within the District);
 - b. area of certification;
 - c. area of specialization within certification;
 - d. teaching performance (if the District relies on teaching performance as a criterion, the affected teacher shall be so advised), or;
 - e. if other criteria are used, it shall be the obligation of the District to demonstrate relevance.
- B. Transfers or placement in a building shall be completed in the following order, by seniority:
 1. bargaining unit members returning from leave;
 2. bargaining unit members who have been excessed from a building;
 3. bargaining unit members on the preferred eligible list;
- C. Any decisions related to transfers required by new districtwide building configurations shall be completed no less than six (6) months prior to the established date of such transfers and will be based on criteria to be mutually agreed upon between the District and the Association. These criteria may supercede any criteria listed in 6.1 A and/or B above.
- D. All transfers and reassignments shall be coordinated by the Superintendent (or designee).

6.2 POSTINGS

- A. Bargaining Unit Postings
 1. All newly created and vacant positions that the District intends to fill shall be posted as they occur. These notices shall be posted electronically on the District intranet and on the Faculty bulletin boards in

all schools indicating:

- a) description of the opening,
- b) time limit to apply

2. Any bargaining unit member who desires to apply for any such vacancy shall submit his/her application in writing to the Superintendent or designee within the time limit specified in the announcement.
3. Appointments and assignments to any and all vacancies and openings shall be based on qualifications, experience, and training, and they shall be made without regard to age, sex, race, creed, color, religion, nationality, marital status, ancestry or disability unless based upon a bona fide occupational qualification.
4. Unsuccessful applicants who have been interviewed by the District for a vacant position, shall be notified in writing of the filling of the vacancy within two (2) weeks after the vacancy is filled.

B. Administrative Openings

1. The District shall post openings as they occur on the Faculty bulletin boards in all schools. The notices shall indicate:
 - a) description of the opening(s)
 - b) necessary qualifications
 - c) time limit to apply
2. Bargaining unit members applying for such openings shall submit a written application to the Superintendent or designee.
3. When the selection has been made, the District shall give written notice to the applicants within one (1) week.
4. Applicants will be granted a meeting to discuss the reasons why they were not selected if they so request.

6.3 VACANCIES & TRANSFERS

A. Voluntary Transfer Within Tenure Area

1. Bargaining unit members desiring a change in grade, subject, assignment, or transfer to another building or any position for which a vacancy has not been posted, shall file a written statement of such desire with the Assistant Superintendent for Human Resources.
2. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.
3. Current district employees requesting voluntary transfer or reassignment into vacant positions, shall be awarded the transfer, provided they are qualified.

B. Voluntary Transfer Outside Tenure Area

A bargaining unit member requesting a change to a posted position in a different tenure area shall be given an interview at the building level.

C. Big Board

1. The North Syracuse Central School District (District) and the North Syracuse Education Association (NSEA) agree that a Big Board Concept shall occur up to three (3) times, as necessary, during the spring semester of each year for permanent vacancies known at that time for the following September.
2. If mutually determined necessary, the first Big Board will occur on one (1) date, or several dates for different tenure areas, as soon as practical following February 1.

3. All permanent known vacancies for the following school year shall be posted on the Big Board by tenure area, stating building and grade levels or area of certification as applicable.
4. Bargaining unit members shall select options from the Big Board in the following order:
 - a. Bargaining unit members excessed from current buildings, if known.
 - b. Bargaining unit members wishing to voluntarily transfer within the same tenure area from current buildings.
 - c. Bargaining unit members on the preferred eligible list, due to layoff status.
5. Within each of the groups above, bargaining unit members shall have one (1) opportunity to select an open position within their tenure area, with the most senior within the area receiving the first selection, and progressing in order from highest to lowest seniority.
6. As positions open due to transfers, vacated positions shall be posted by being added to the Big Board and subject to selection.
7. When called upon in order of seniority, the bargaining unit member may pass and move to the bottom of the list; or opt out, in the case of voluntary transfers.
8. Within the Big Board meeting and prior to conclusion of the selection process, positions may be switched, given mutual consent.
9. All voluntary transfers made during the first Big Board are eligible to participate in the second Big Board.
10. If mutually determined necessary, a second Big Board will occur as soon as practical after the School District Budget Vote. All newly created positions or vacancies that have occurred since the first Big Board posting will be included. The same process listed in #4 - #8 above will be followed.

11. Following the second Big Board all voluntary transfers resulting from either Big Board proceedings shall be final through November 30 of the following school year.
12. In the case of excessed teachers, if a permanent opening occurs in the building the teacher was excessed from prior to August 15, they may elect to return to that building.
13. Teachers interested in interviewing for openings outside their tenure area may respond to postings following the Big Board selection process.
14. If mutually determined necessary, a third Big Board will occur after August 15. The same process listed in #4 - #8 above will be followed.

6.4 CERTIFICATION

Every effort will be made to hire only certified personnel in the North Syracuse Central School District. All teachers hired in the District shall follow the State requirements for certification. The District shall promptly notify the Association of any non-certified teacher who teaches more than thirty (30) successive days in any school year.

6.5 AREA OF ASSIGNMENT

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 certificate and/or their major or minor fields of study.

6.6 ASSIGNMENT OF NEW BARGAINING UNIT MEMBERS

- A. The Superintendent (or designee) shall assign all newly hired personnel to their specific positions in the type of service for which the bargaining unit member has been

hired. The Superintendent (or designee) shall give notice of assignments to new bargaining unit members as soon after hiring as practicable.

- B. All employees covered by this Agreement, who are new to the District as of the commencement of the school year shall be available for orientation during the week immediately preceding the opening of school. Such employees shall be compensated at the current rate for Professional Services: Curriculum/Planning (Article 21.1) for all hours of attendance required by the District.

6.7 NOTIFICATION OF ASSIGNMENT

As soon as practicable, and under normal circumstances not later than the end of the school year, each bargaining unit member will be notified in writing of his/her assignment(s) for the following school year, including the school(s) to which they will be assigned, the grade(s) and/or subject(s) they will teach, and any special or unusual class(es) that they will have. Under extenuating circumstances if a change must be made thereafter, a discussion will be held with the bargaining unit member(s) involved and the Assistant Superintendent for Human Resources.

6.8 INVOLUNTARY TRANSFERS

The District may, at its discretion, effective in each school year, implement staff transfers between District buildings, not to exceed two percent (2%) of the bargaining unit membership in any given year. The following process shall be used.

- A. Except in emergency situations, all teachers will be notified in writing at least thirty (30) calendar days in advance of the transfer.
- B. All bargaining unit members to be transferred may, within ten (10) calendar days, request a meeting with the Assistant Superintendent for Human Resources directing the transfer.

- C. Such meeting will take place within ten (10) calendar days of the request and at such meeting the District shall advise the bargaining unit member as to the reason(s) for the transfer.
- D. In the event that two (2) bargaining unit members are involuntarily transferred to each other's former position, such transfers shall be considered as two (2) transfers.
- E. In the event that an opening is created by an involuntary transfer, posted, and filled on a voluntary basis, it shall be considered as one (1) transfer.

ARTICLE 7

PROFESSIONAL PERFORMANCE

7.1 PHILOSOPHY

The formal evaluation process is seen as a tool for continuous professional improvement. The professional growth and performance of bargaining unit members will be reinforced and encouraged in an atmosphere of mutual respect, trust, and collegiality. Both the educator and evaluator gather evidence, which serves as a point of reference for the collaborative evaluation process. The evaluation is a time when the teacher and evaluator reflect on progress made and potential areas for future professional growth. The District and Association, being shared-architects of the NYSUT TED System, agree to use the TED model for all Association members responsible to CR 3012-c.

7.2 PRINCIPLES OF PROFESSIONAL PERFORMANCE

The following principles will govern the professional performance process:

- A. All monitoring of the work and performance of bargaining unit members will be conducted openly and objectively with full knowledge of the bargaining unit member.

- B. Church, club, community, or social activities shall not be considered.
- C. Only certified members of the administrative staff or mutually agreed upon professional consultants shall be used to assess bargaining unit members.
- D. An administrator shall not submit any written assessment to any outside agency or person, without the permission of the bargaining unit member.
- E. Nothing contained herein shall be construed to limit the right of District officials to comment in writing, upon events transpiring in a bargaining unit member's worksite when such events evidence acts of misconduct and/or negligence impacting on the health and/or safety of the students. Such written comments are subject to the Grievance Procedure.

7.2.1 The Evaluation Process

A. Highly Effective (HE) and Effective (E) bargaining unit members determined by ratings from previous academic year composite score

Each HE/E bargaining unit member will participate in one announced observation annually. The announced observation will be a minimum of 45 minutes or a complete lesson if less than 45 minutes. A pre-conference is optional and will occur should either party request. A post-conference following the announced observation is required for all observed unit members.

Following the post-conference, unit members will form and submit a Professional Learning Plan (PLP) in a timely manner. Announced observations should be completed by the end of the first academic semester. Observers will submit evidence collected during the observation process to the unit member at least 24 hours prior to the scheduled post-conference. Observers will rate the collected evidence during the post-conference or following the post-conference and will be provided to

the unit member within five workdays following the post-conference. The announced observation process should be completed within ten (10) workdays but shall not exceed fifteen (15) workdays.

Each HE/E bargaining unit member will participate in a minimum of one unannounced observation of at least 20 minutes. Observers will provide collected evidence to the unit member within five (5) workdays following the unannounced observation. A post-conference following the unannounced observation is optional and will occur if either party requests. Up to 2 more unannounced observations of at least twenty (20) minutes may occur if collected evidence suggests a rating less than effective.

B. Developing (D) and Ineffective (I) bargaining unit members determined by ratings from previous academic year composite score

Per NYS regulation, teachers rated D/I are subject to a Teacher Improvement Plan (TIP). See **7.2.1.D** for TIP requirements. The TIP supplants the PLP and will become the focus of professional growth and support for the bargaining unit member's academic school year.

Each D/I bargaining unit member will participate in one announced observation annually. The announced observation will be a minimum of 45 minutes or a complete lesson if less than 45 minutes. A pre-conference and post-conference following the announced observation is required for all D/I observed unit members.

Announced observations should be completed by the end of the first academic semester. Observers will submit evidence collected during the observation process to the unit member at least 24 hours prior to the scheduled post-conference. Observers will rate the collected evidence during the post-conference or following the post-conference and will be provided to

the unit member within five workdays following the post-conference. The announced observation process should be completed within ten (10) workdays but shall not exceed fifteen (15) workdays.

Each D/I bargaining unit member will participate in a minimum of one unannounced observation of at least 20 minutes. Observers will provide collected evidence within five (5) workdays following the unannounced observation. A post-conference following the unannounced observation is optional and will occur if either party requests one. Up to 2 more unannounced observations of at least twenty (20) minutes may occur if collected evidence suggests a rating less than effective.

C. Culminating Conversation

The Culminating Conversation is completed by the lead evaluator. It includes an examination of the cumulative performance of the teacher and reviews the teacher's performance on each of the New York State Teaching Standards. Data for this report is gathered from formal and informal observations, and will also include a variety of other sources. Some examples may include, but are not limited to, student work, student achievement data, lesson plans, professional learning plan, and parent communication. The Culminating Conversation Conference (teacher and lead evaluator, and Consultant Teacher where applicable) will occur no later than two workdays prior to the end of the school year and shall include the teacher's composite effectiveness score or the partial scores that are available.

Composite score/summative evaluation will be given to the teacher no later than the third workday of the school year.

D. Teacher In Need of Improvement (TIP)

A TIP is required for all teachers whose composite score classifies them as developing or ineffective. A TIP is intended to improve a teacher's instructional performance through greater levels of staff support and focused intervention plans.

1. Developing

Teachers whose summative performance is rated developing will collaborate with the principal/supervising administrator and mutually determined colleague coach, regarding timelines and necessary supports to improve student performance on state and local assessments.

Colleague coaches must have a minimum summative performance rating of effective.

The intervention plan will include professional development supports focused on a specific area of improvement. The teacher will present an action plan to address the identified area of need and desired outcomes associated with them. Release time equivalent to a half (1/2) day per quarter will be provided to the teacher and colleague coach for TIP focused work.

2. Ineffective

Teachers whose summative performance is rated ineffective will be assigned to a Consultant Teacher (CT). The plan will be developed as a collaborative document by a panel that includes the building principal, the teacher, the consultant teacher, and an Association representative. The final plan will be approved by the Assistant Superintendent for Human Resources as well as the Association President. The plan will be shared and implemented within ten (10) workdays of the start of the school year in which the plan is to be applied. The plan, with specific timelines

will include: identification of the areas in need of improvement, improvement strategies and actions, support to be provided, and measurable outcomes.

E. Appeals

Appeals of annual professional performance reviews are limited to those that rate a teacher as ineffective or developing only.

What may be challenged in an appeal: The appeal procedures allow the scope of the appeals under Education Law 3012-c to the following subjects:

1. The District's adherence to the standards and methodologies required for such reviews, pursuant to Education Law 3012-c;
 2. The adherence to the Commissioner's regulations, as applicable to such reviews;
 3. Compliance with any locally negotiated procedures applicable to annual professional performance reviews or improvement plans; and
 4. The District's issuance and or implementation of the terms of the teacher improvement plan under Education Law 3012-c.
1. Prohibition against more than one appeal: A teacher may not file multiple appeals regarding the same performance review or teacher improvement plan. All grounds for appeal must be raised with specificity within one appeal. Any grounds not raised at the time the appeal is filed shall be deemed waived.
 2. Burden of proof: In an appeal, the teacher has the burden of proving by substantial evidence the merits of his or her appeal.
 3. Timeline for filing an appeal: All appeals must be submitted in writing to the Lead Evaluator no later than thirty (30) calendar days from the date when the teacher receives his/her annual summative professional performance review. The failure to file an appeal within

these timeframes shall be deemed a waiver of the right to appeal and the appeal shall be deemed abandoned.

4. Appeal process: Upon receipt of the written appeal from the teacher, the Lead Evaluator shall have (10) calendar days from the date of receipt to reply. If the Lead Evaluator does not concur with the appeal and make any necessary and appropriate changes to the summative evaluation, the appeal will be forwarded to the Par Panel. A recommendation about the appeal will be rendered by two members of the Par Panel, one teacher, one administrator. The Panel shall issue a written recommendation on the merits of the appeal, to the District Superintendent, no later than thirty (30) calendar days from the date of receipt of the appeal. The decision will be final and an appeal shall be deemed completed upon the issuance of that decision. The decision of the District Superintendent shall not be subject to any further appeal to the district. In the event of a split decision, the Superintendent shall make the final decision. The District Superintendent will, within fifteen (15) calendar days, issue a written final decision about the appeal. The written decision will be provided to the teacher and to the Lead Evaluator.

7.2.2 PAR Panel

A nine member panel consisting of four bargaining unit members chosen by the Association President, and three administrators chosen by the District Superintendent along with the union president or designee and the Assistant Superintendent for Human Resources.

Function: to select, manage, and evaluate the consultant teachers, review, deliberate, and make recommendation regarding tenure, remediation, dismissal, as well as APPR Appeals. Each Panel member will be trained in the evaluation system and provided up to six (6) days release time exclusive of evaluator training.

7.2.3 Consultant Teachers

Will not exceed a caseload greater than 15. All consultant teachers will be trained and certified in the evaluation system. Consultant teachers are 10 month employees who work a flexible schedule to accommodate the needs of their clients. Summer work will be compensated at the daily rate not to exceed ten (10) days a year, exclusive of evaluator training, which will be mutually agreed upon by the Association and the District. Consultant teachers are teachers on special assignment and are entitled to the contractual benefits shown in 17.3 of the teacher's contract agreement.

7.2.4 Rubric Conversion

Evidence will be scored using the NYSUT Rubric after each observation. Each additional observation, focused and unannounced, will serve as an opportunity to exhibit effective New York State teaching standards and be documented as such. Prior to the summative evaluation, the lead evaluator will use the highest rating achieved in each observed element, and form an average for each standard.

7.2.5 Student Learning Objectives

Student Learning Objectives will be submitted by all teachers of record no later than October fifteenth (10/15). SLO's are to be formed collaboratively with administration, grade level, and/or subject like colleagues. SLO's may be revisited and adjusted at the mutual consent of the administrator and the teacher. Time will be dedicated to this endeavor by the district at the start of each school year, no later than October 1.

7.2.6 APPR Annual Revision

The Association and District, through a mutually determined collaborative committee, will meet annually, commencing no later than March 15, to review and amend the evaluation system for the sole purpose of system improvement.

7.3 INTENSIVE SUPPORT

The goal of intensive support is to provide an opportunity for communication, discussion and collaboration around an area of significant concern. If the building administrator and/or instructional director identifies significant concerns in a bargaining unit member's instructional techniques, curricular knowledge, or management abilities during the informal and/or formal observation procedures, then a series of proactive interventions, including face-to-face dialogue, to discuss such issues will be implemented. After dialogue, further intervention may include the formal observation procedure. The purpose of formal observation(s) as an intervention is to create a platform for further proactive dialogue. If, over a reasonable period of time, these intervention strategies fail to resolve the area(s) of concern, the administrator may place that bargaining unit member in the Remediation phase of the Professional Performance Process.

7.4 REMEDIATION

When the intervention strategies implemented during intensive support fail to resolve the area(s) of concern, a bargaining unit member may be placed in Remediation. Once the decision has been made to place the bargaining unit member in Remediation, the following steps must take place:

- A. The building administrator shall provide the bargaining unit member with written notice of a conference to be held to place the bargaining unit member in the Remediation Phase. The bargaining unit member may request the presence of an Association-designated representative, if he/she so chooses.
- B. At the conference, the administrator will cite, in writing, the weakness(es) identified, and review the intervention procedure(s) to date, allowing the bargaining unit member to participate in an exchange of information or request clarification where necessary.

- C. A four (4) member support team will be established to provide the bargaining unit member with help to overcome the stated weakness(es). The support team shall consist of a designee appointed by the evaluator, a central office administrator assigned by the Assistant Superintendent for Instruction, an Association representative, if requested, and a member(s) selected by the bargaining unit member. The evaluator may not be on the support team.
- D. The support team will initially meet with the bargaining unit member to review the areas of concern and the intervention strategies to date. At this point the support team will identify those areas of concern where the support team may play an effective role in remediation efforts.
- E. Based on the review identified in subparagraph D, the team shall develop strategies for the remediation of the problem(s) which may include, but not be limited to, observations by member(s) of the support team, participation in specified staff development activities or workshops, visitations to other classrooms, buildings or Districts, or the use of outside consultants.
- F. Within ten (10) days of the initial support team meeting, the Remedial Action Plan will be completed. It will list the strategies to remediate the weakness(es), reasonable timelines to complete the strategies, and any other resources, or personnel needed to accomplish the strategies. If needed during the work day, a substitute will be provided to any bargaining unit member who is serving as a member of a support team or is involved in some part of the Remedial Action Plan. Every attempt will be made to insure that support team activities take place during normal working hours.
- G. Portions of the support team should meet at least once each week with the bargaining unit member to review the progress of the Remedial Action Plan.

- H. The entire support team will meet at least once each three (3) to four (4) weeks with the bargaining unit member to assess progress and determine other strategies which may be needed. If new strategies are established, they must be written into the Remedial Action Plan, and the procedures outlined in subparagraph F, above, followed.
- I. As strategies and timelines are completed, the building administrator (or designee) may determine that the bargaining unit member has responded positively. The bargaining unit member will then be returned to the normal evaluation process.
- J. If the building administrator (or designee) determines, over a three (3) month period from the date of completion of the Remedial Action Plan, that the bargaining unit member has been insignificantly affected by the remediation, either a new Remedial Action Plan will be established, or the District may take whatever steps are permitted by law.
- K. A written statement, including at least the final results, will be made by the building administrator, and placed in the bargaining unit member's personnel file. The bargaining unit member may respond with a written attachment.
- L. Participation on a support team will not preclude an administrator from subsequent observations of a bargaining unit member who has been returned to the normal evaluation process.
- M. Articles 7.2, 7.2.1.C, 7.3 & 7.4 apply only to Bargaining Unit Members specifically excluded from CR 3012-c.

ARTICLE 8

INDIVIDUAL BARGAINING UNIT MEMBER'S

RIGHTS

8.1 PERSONNEL FILES

There shall be one (1) personnel file for each bargaining unit member. This official file shall be located at the District's Office of Human Resources. Bargaining unit members shall have the right, upon request, to review and copy contents of their files with their building administrator and/or the Superintendent. A bargaining unit member shall be entitled to have a personally selected representative accompany him/her during such a review. Each bargaining unit member shall receive a copy of all evaluations to be placed in his/her file. No personnel file shall be released to any other person or any corporation without the express written consent of the bargaining unit member.

Members of the Board and administrators shall have the access rights afforded by law and they shall respect the confidentiality of these files and use them only for job related purposes.

Any such pertinent materials received from an outside competent, responsible source shall be included in a bargaining unit member's file.

8.2 REPORT OF SPECIAL ACHIEVEMENTS

Administrators are encouraged to place information of a positive nature including special competencies, achievements, performances or contributions of an academic or professional nature in a bargaining unit member's file.

Any such pertinent materials received from an outside competent, responsible source shall be included in a bargaining unit member's file.

8.3 DEROGATORY MATERIALS

No material derogatory to a currently employed bargaining unit member's conduct, service, character or personality will be placed in his/her personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The bargaining unit member will also have the right to submit a written answer to such materials, and his/her answer shall be reviewed by the Superintendent and attached to the file copy. Such answer must be submitted within ten (10) days after the bargaining unit member has affixed his/her signature to the document in question, otherwise he/she will be deemed to have waived his/her right to respond.

8.4 PARENT COMPLAINTS

Before the record of any complaint by a parent or by a student is placed in the bargaining unit member's personnel file, the bargaining unit member shall be afforded an opportunity to confront the complainant and to reply to same; and no derogatory memorandum, letter or report of a complaint shall be placed in the bargaining unit member's file without the bargaining unit member's knowledge and without affording the bargaining unit member an opportunity to make a written statement of defense or explanation to be attached thereto. The bargaining unit member's statement of defense or explanation must be submitted within ten (10) days after the meeting with the complainant, otherwise he/she will be deemed to have waived his/her right to respond.

8.5 REPRISALS PROHIBITED

There will be no reprisals taken against any bargaining unit member by reason of his/her membership in the Association or his/her participation in any of its professional activities.

8.6 TEACHER SUSPENSION

In the event that any teacher is suspended pending a hearing on charges, such suspension shall be without pay until the findings and recommendations on the charges are determined.

8.7 NOTICE OF TENURE DENIAL

Each probationary teacher who is not to be recommended for appointment to tenure shall be so notified by the Superintendent in writing not later than May 1st of the final year of the probationary period; provided the probationary period commenced on September 1st. For employees whose probationary period started on any date other than September 1st, such notification from the Superintendent shall come no less than sixty (60) days before the end of the probationary period.

8.8 JUST CAUSE

No bargaining unit member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action shall be subject to the grievance procedure set forth in this Agreement. Elimination or abolishment of position shall not constitute discipline, a reprimand, a reduction in rank or compensation, or deprivation of any professional advantage within the meaning of this paragraph.

8.9 MILEAGE REIMBURSEMENT

Those bargaining unit members who use their car during the school day due to their assignment shall be reimbursed at the current IRS rate per mile.

ARTICLE 9

INSTRUCTIONAL CONSIDERATIONS

9.1 CLASS SIZE

- A. The Association and the District recognize the importance of adequate staffing to assure high quality education for all pupils which is a goal of both parties to this Agreement. It is agreed that every effort will be made to maintain the following averages and maximums:

Grades	Average	Maximum
Kindergarten	25	30
1st-3 rd	25	30
4th-6 th	25	30

- B. It is agreed that every effort will be made to maintain for each classroom teacher in grades 7-12 a maximum class load of one hundred fifty (150) students. Each student designated as a basic student shall be counted as one and one half (1 1/2) students when computing a teacher's class load, provided that teacher has that student in a designated basic class.
- C. The District recognizes that a basic class is any secondary class where approximately seventy-five percent (75%) of the students have been identified as basic [two (2) years or more below grade level as determined by standardized testing]. The District recognizes that twenty (20) students is a desirable limit for basic classes. An acceptable reason for exceeding the class size objective may be any of the following:
1. There is no space available to permit scheduling of any additional class or classes in order to reduce size.
 2. Conformity to the class size objective would result in placing classes on short time schedules or result in combination classes.

3. A class larger than the specified maximum is necessary to provide for specialized or experimental instruction.
 4. The development of new techniques and conditions of instruction allows class sizes larger than the above maximums without sacrificing the quality of the educational program.
- D. Classes not normally considered in academic grouping or those requiring special facilities shall not exceed a size which allows for effective methods of instruction.

9.2 SPECIAL EDUCATION CLASSES

- A. Classes for special education students shall be structured in accordance with the Regulations of the Commissioner of Education (8 NYCRR Section 200 et. seq.) and the District shall comply with the requirements, including staffing, as set forth therein.
- B. Building principals will work with the special education and related services staff in their building to implement appropriate options in their particular building to provide additional time to complete IEP writing and/or activities related to the annual review.

9.3 CHILDREN WITH DISABILITIES

The District shall notify the classroom teacher at an appropriate time when students with a known history of emotional disorder, physical disorder, or an identified handicapping condition are assigned to their class, to the extent such notification is allowed by law, and shall provide within its means psychological and social help as an aid to the problem.

9.4 NON-LICENSED SPEECH THERAPISTS

- A. Non-licensed speech therapists who treat Medicaid eligible students must be supervised at the beginning of the year and then periodically thereafter by a licensed speech therapist. A non-bargaining unit member shall provide this oversight.

- B. The supervision provided by licensed speech therapists will be clinical in nature and will not be used in any way to evaluate the therapist, but will be provided to comply with federal and state requirements necessary for securing Medicaid funding.
- C. When determining case loads, the district will take into consideration the workload of licensed and non-licensed staff with regard to the assignment of Medicaid students.
- D. This provision shall cease should state/federal regulations no longer require periodic supervision.

9.5 TEACHING ASSISTANTS

A bargaining unit member who will be affected by the assignment of a teaching assistant will be consulted by the District prior to any assignment.

9.6 ADEQUATE NUMBER OF SPECIALISTS

- A. An adequate number of competent specialists is essential to the operation of an effective educational program. The number of such specialists employed will be determined by need, availability, and financial resources of the District.
- B. Any specialist whose position has been eliminated will be placed on a preferred re-employment list in accordance with New York State Education Law.
- C. A specialist whose position has been eliminated will be placed first in line (after those legally entitled to re-employment) in additional tenure areas in which the specialist has or subsequently obtains certification. This preferred standing shall exist for three (3) years.
- D. A specialist whose position has been abolished will be given an opportunity to fill positions for persons on long-term leave, without harming their status or placement on the preferred eligible list.

- E. A specialist must obtain recertification within two (2) years from the date of being excessed.
- F. If an opening of a permanent nature is available, the specialist must accept the position or be removed from any preferred re-employment list, unless the specialist is at that time involved in a retraining or recertification program.
- G. If after a break in service, the separated specialist is re-employed in another tenure area, the re-employment salary will be at no less than the salary that was being paid at the time of departure.
- H. The District will attempt to extend group health insurance benefits to a separated specialist for a period of one (1) year (premium to be paid by the specialist).

9.7 SUBSTITUTES

- A. Every effort will be made to obtain substitutes for both regular classroom teachers and for specialists as necessary. Regular teachers will not be required to supervise an extra class or part of an extra class except under emergency circumstances.
- B. When an administrator determines that no substitute is available, any teacher who takes the place of a substitute shall receive \$20 an hour or fraction thereof for the instruction/supervision of students, i.e. 30 minutes at \$10.00, 40 minutes at \$13.30, 75 minutes at \$25.00, and 84-90 minutes at \$30.00.

9.8 LENGTH OF WORKDAY

- A. Bargaining unit members shall be required to devote sufficient time in school to fulfill their professional assignments and other related responsibilities. It is agreed that due to differences in operating times in various buildings, the District Administration shall establish the time of the bargaining unit member's workday, not

to exceed seven and one half (7 1/2) hours per day. In emergencies, bargaining unit members may be asked to remain on duty until the students have left the building safely.

- B. It is agreed that bargaining unit members must have authorization by the building administrators to leave the building under any circumstances at any time during the workday with the exception of the duty free lunch period and that the foregoing limitations shall not relieve bargaining unit members of their duties in connection with the preparation of lessons outside of the regular workday.

9.9 LUNCH PERIOD

All bargaining unit members shall have no less than a thirty (30) minute duty free lunch period each day scheduled during the building lunch period. Should there be any exceptions to this scheduling the District shall provide building lunch room services for the employee. Each employee must sign out and in to leave the building during the duty free lunch period.

9.10 PLANNING PERIODS

The Association and the District agree in principle that each bargaining unit member needs time, in addition to his/her duty free lunch period, for the planning and preparation of lessons. It is further agreed that every effort will be made to plan and implement effective building schedules. Each elementary school bargaining unit member will be provided at least forty (40) minutes per school day and each secondary school bargaining unit member at least one (1) preparation period, or its equivalent, per school day for this purpose.

9.11 K-7 SPECIAL AREA TEACHERS

- A. Special area teachers in a K-4 elementary building will not be assigned more than six (6) forty (40) minute teaching periods per day with five (5) minutes passing time. Chorus is defined as a class if scheduled during the regular school day.

- B. In grades K-4, art and music teachers who do not have a regularly assigned classroom in which to conduct classes will have one (1) less teaching period per day than the contractual maximum. In developing the schedules for such teachers, priority consideration will be given to the time required to travel between classrooms, to the proximity of classrooms, and to the preparation of materials between classes.
- C. Art, music and physical education teachers for grades 5-7 will teach five (5) 40-minute periods per day or five (5) 80-minute periods over two (2) days.

Chorus is defined as a class if scheduled during the regular school day.

Special area teachers having a schedule combination of both 40 and 80-minute periods shall have a daily schedule equivalent not to exceed 200 instructional minutes per day.

All areas other than the core areas (ELA, Math, Social Studies, Science, LOTE) shall be considered special areas, with regard to a total of 200 instructional minutes per day.

- D. In grades 5-7, art and music teachers who do not have a regularly assigned classroom in which to conduct classes will have one (1) less duty assignment when necessitated by their schedules. In developing the schedules for such teachers, priority consideration will be given to the time required to travel between classrooms, to the proximity of classrooms, and to the preparation of materials between classes.

9.12 TEACHING PERIODS IN SECONDARY SCHOOLS

- A. Secondary teachers will not be assigned more than five (5) teaching periods over a two day cycle. Should the building administrator request a teacher to teach six (6) periods, and the teacher agrees to the request, he/she

shall relieve the teacher of all other student supervisory assignments with the exception of homeroom duty and he/she shall make every scheduling effort possible to also free the teacher from homeroom duty.

B. The NSEA and District support and approve the block scheduling at Cicero-North Syracuse High School.

1. The block schedule program will be evaluated on an ongoing basis. Monitoring shall be continuous, and adjustments may occur at any time it is deemed necessary by the participants.
2. Teachers will have an eight period schedule over a two day cycle:
 - Five 77-81 minute classes,
 - One supervisory period, not to exceed 77-81 minutes. (Teachers may be assigned two duties with the same block, and duties may be rotated),
 - Two planning periods, one occurring each day
3. Any impact on traveling and/or part-time teachers must be agreed upon with the NSEA on a case-by-case basis as soon as possible.
4. Class load is being defined as 150 students for five instruction periods over two days.
5. For the purposes of scheduling, any science class that includes a lab will be considered 1.5 classes. In the event that the total teaching load is 5.5 classes, and the teacher agrees to teaching over five (5) classes, the teacher will be assigned one supervisory duty over a four (4) day cycle.

C. The NSEA and District support and approve the block scheduling at North Syracuse Junior High School.

1. The block schedule will be evaluated on an ongoing basis. Monitoring shall be continuous and adjustment may occur at any time assuming it is deemed necessary by the Scheduling Committee as recommended to the Building Planning Team.
2. Prior to the development of the master schedule for the next year, the block schedule shall be evaluated

building wide and adjustments made in accordance with Article 11, Participatory Management of the contract agreement, with the Building Scheduling Committee providing recommendations to the Building Planning Team.

3. Pursuant to the Teacher Agreement, NSEA Staff Workday shall be 7 1/2 hours, from 7:15 - 2:45. The student day shall be 7:30 - 2:00.
4. North Syracuse Junior High School teachers will have a blocked schedule over a two-day cycle that shall consist of five 84-90 minute classes, one duty every other day (84-90 minutes), two 84-90 minutes planning blocks (one occurring each day), and two 30-minute duty free lunches. (one occurring each day).
5. Each 84-90 minute duty will be equally divided into one supervisory duty of 40-45 minutes and one non-supervisory duty of 40-45 minutes, if possible.
6. Department Chairs in blocked subjects shall teach 5 classes over two days and shall have no regular duties.

All Department Chairs shall have a common 84-90 minute block for Department Chair duties every other day.

A Department Chair meeting may be held once monthly during common department chair time.

7. Schedules for traveling teachers, and/or part time teachers must be determined on a case-by-case basis, with the agreement of the NSEA.
8. For blocked subjects, class load will be defined as 150 students for 5 instructional blocks over two days, pursuant to 9.1, Sections B, C, D of the Teacher Agreement.
9. Team planning will no longer exist as a duty. Teacher teams may meet during their individual planning block.
10. Teachers teaching 6 classes shall have no duty.
11. For the purposes of scheduling, any science class that includes a lab will be considered 1.5 classes. In the event that the total teaching load is 5.5 classes, and the teacher agrees to teaching over five (5) classes,

the teacher will be assigned one (1) supervisory duty over a four day cycle.

- D. The following provisions shall apply to 7th grade teachers:
1. Schedules for 7th grade core area teachers shall be no more than five (5) 80-minute instructional periods over two (2) days.
 2. Should a building administrator request a teacher to teach six (6) 80-minute periods over two (2) days and the teacher agrees to the request, the administrator shall relieve the teacher of all duties, with the exception of homeroom duty, and he/she shall make every scheduling effort possible to also free the teacher from homeroom duty.
 3. Class load for the core instructional areas is being defined as 150 students for five (5) instructional periods over two (2) days.
 4. Any impact on teachers traveling between buildings and/or part-time teachers must be agreed upon with the NSEA on a case-by-case basis.
 5. Monitoring of the middle school schedule shall be continuous and adjustments may occur when deemed necessary by the parties.

9.13 SUBJECT AREAS IN SECONDARY SCHOOLS

Whenever possible, secondary school teachers will not be required to teach more than two (2) subject areas nor have a total of more than three (3) different teaching preparations.

9.14 NON-TEACHING DUTIES

A teacher's primary responsibility is to teach and his/her energy should, to the maximum extent possible, be utilized to this end. It is agreed that the employment of teacher aides and clerical staff makes possible the implementation of this principle. Therefore, the District agrees that, subject to the availability of competent personnel and adequate funds, it will employ teacher aides and clerical employees sufficient in number that more of the teacher's time may be devoted to

instructional activities and preparation.

9.15 SCHOOL CLOSINGS

- A. Whenever schools are closed upon the advice of Public Health Authorities, or by reason of inclement weather, bargaining unit members will be excused from all duties without loss of pay or leave and will not be required to return to duty until school is reopened for pupil attendance.
- B. When the opening of school is delayed, the reporting time for bargaining unit members will automatically be adjusted by the length of the delay.
- C. In the case of an early dismissal, bargaining unit members may leave the building forty-five (45) minutes after the start of bus calls. Should it become necessary, to insure student safety and supervision, the building administrator will first solicit volunteers, or if there are an insufficient number of volunteers in the building administrator's judgement, then he/she may assign an appropriate number of staff on a rotating basis to supervise such late bus rooms as may be necessary.
- D. The establishment of dates for making up teaching time lost by reason of school closing shall be considered a matter of vital mutual concern and shall be the subject of consultation between the Association and the District prior to a final decision being made.

9.16 SUPERVISION OF ELEMENTARY STUDENTS BEFORE AND AFTER SCHOOL

The District will attempt to establish the busing schedules so that:

- A. Whenever possible, the buses will discharge the elementary students no earlier than fifteen (15) minutes prior to the scheduled beginning of the school day in each elementary building.

- B. Wherever possible, elementary children will be picked up from school within fifteen (15) minutes of the official end of the school day.

9.17 PARENT TEACHER CONFERENCES

- A. The District shall allow Elementary teachers time to conduct parent conferences during the school day according to the following guidelines.
 - 1. K-4 teachers shall receive one half-day, 1st and 3rd marking periods, as established by the District calendar.
 - 2. Middle school teachers, 5-6, shall receive one half day during the 1st marking period. Middle school conferences shall be held in the spring only by teacher or parent request.
- B. For grades K-6 all half-day afternoon sessions shall be scheduled from the end of the regular workday until 8:00 P.M. Conferences will be scheduled by the teacher within that time frame.
- C. In addition to the half-days each building will determine, by their established process for consensus, two additional dates to conduct after school conferences, that shall be scheduled from the end of the regular workday until 8:00 P.M. Teachers will select one of these two additional sessions. Conferences will be scheduled by the teacher within that timeframe.
- D. After the first two (2) required evening assignments per school year, bargaining unit members will be paid up to a maximum of three (3) hours per after school parent conference session, as per Article 21.1 Professional Service.
- E. No parent shall be denied a conference.

9.18 AFTER SCHOOL MEETINGS

Bargaining unit members may be required to attend, either before the start or after the end of the regular workday, without additional compensation, official staff meetings and similar functions called by the Administration not more than three (3) occasions per month. Under extenuating circumstances, the Superintendent may call a special meeting in addition to the aforementioned three (3). The District agrees that all such meetings shall have a clearly stated purpose and shall be of a reasonable length. Bargaining unit members shall be given a published agenda one (1) day prior to such meetings, except in extraordinary circumstances. No meeting will be called after regular school hours on any Friday or any day immediately preceding a holiday except in cases of extreme emergency.

9.19 EVENING ASSIGNMENTS

- A. Bargaining unit members may be required to attend up to four (4) evening assignments or meetings during any school year. The first two (2) assignments or meetings shall be without additional compensation. For any additional required assignments or meetings up to a maximum of four (4), bargaining unit members shall be compensated at the hourly rate of \$19.63 for 2015-16, \$20.22 for 2016-17, \$20.83 for 2017-18, and \$21.45 for 2018-19. Evening assignments shall be 2-1/2 hours except as otherwise specified.
- B. No more than two (2) of these evening assignments shall require supervision of students.
- C. Bargaining unit members shall request extra pay on the appropriate Extra Duty Notice and return it, completed, to the designated building person, within thirty (30) days of the completed evening assignment.
- D. Bargaining unit members should request prior approval before working more than 2 evening sessions.

9.20 INSTRUCTIONAL MATERIALS/SUPPLIES

- A. In so far as possible the District shall provide, in adequate time and adequate quantity, instructional materials for each student in each class so that each student and each bargaining unit member may attain their educational objectives.
- B. The District shall provide instructional supplies for bargaining unit members prior to the opening of the school year. Should a bargaining unit member's instructional supply order be changed or eliminated, the bargaining unit member shall be advised and when possible the reason for the change or elimination shall be given.
- C. A well equipped, professionally staffed library is essential to the operation of a quality school. Under the direction of a certified librarian, processing books and materials can be accomplished by non-professionals. As the need exists and as the financial resources of the District permit, services and materials will be provided to establish and maintain desirable library facilities, using the American Library Association (A.L.A.) standards as a guideline.

9.21 PROFESSIONAL DEVELOPMENT

- A. Upon application to, and approval by, the Superintendent (or designee), a bargaining unit member may attend approved workshops, seminars, conferences or other professional improvement sessions at District expense. Except upon special permission, a bargaining unit member may attend only one (1) such conference per year outside of Onondaga-Madison-Cortland BOCES Region at District expense. Denial by a designee may be appealed to the Superintendent.
- B. However, in addition to the above, with the advance approval of the appropriate building administrator and of the Superintendent (or designee), a bargaining unit member may attend such sessions at his/her own expense. In such a case, such bargaining unit member will

receive his/her regular salary while absent in connection with attendance at such professional sessions, and the salary of his/her substitute will be paid by the District.

C. Staff Reimbursement/Payment Options for Professional Development Activities.

Staff members participating in professional development activities must choose one option from among the following four options in order to receive reimbursement for professional development activities:

Option 1: Outside of District, Professional Conferences:

With prior approval, using the Travel Authorization Form, a staff member may attend appropriate professional conference(s). The allocations provided by the building, program directors, and Director for Professional Development will be reimbursed upon the staff member's proper submission of receipts to the Assistant Superintendent for Instruction. For reimbursement, staff members must follow the Conference Attendance Guidelines that are available with the Travel Authorization.

Option 2: Inservice Courses, Outside of District, After School Day/Year:

With prior approval from the Assistant Superintendent for Instruction, using the Request for Inservice Course Approval/Payment Form, current staff members may attend inservice courses outside of the district that are held after the school day or year, and may elect to be paid at the contractual Professional Development rate up to the maximum amount for that contractual period.

Option 3: Graduate Courses as a Result of Participation in Professional Development:

If graduate hours are available as a result of conference/workshop participation in a Professional Development activity that occurs beyond the school day, the staff member may pay the tuition for those hours, upon registration, and then submit the course transcript, along with the course registration, as per contract provisions. The transcript must indicate that the course was taken for a letter grade, not pass/fail or credit.

Option 4: Stipends for Participation in Staff Development Activities Outside of the School Day:

If a stipend is offered for participation in a professional development activity by any outside resources, i.e. BOCES, State Ed., and it is less than contractual rate, the staff member may use the Request for Inservice Course Approval/Payment Form to request payment for the difference between the stipend and the contractual rate up to the maximum amount for that contractual period.

9.22 PARTICIPATION IN TEXTBOOK SELECTION

The selection of textbooks, instructional materials and the revision of same, shall all be determined among the respective building administrator(s), the respective Director/Supervisor(s), and the teachers concerned. When the Assistant Superintendent for Instruction or his/her designee makes his/her proposal to the Board the proposal shall include the teachers' recommendations.

9.23 CURRICULUM

- A. Because curriculum planning is a dynamic process, bargaining unit members will be given an opportunity

- to write or to help write new curricula as needs arise. Suggestions from bargaining unit members as to new curriculum needs will be given serious consideration by the building administrators, the Assistant Superintendent for Instruction and the Board.
- B. Bargaining unit members in the department, grade level, or area concerned shall have a right to study any proposed curriculum and to make recommendations to the director or the building administrator. The Assistant Superintendent for Instruction shall make known the bargaining unit members' wishes when he/she presents his/her recommendations to the Board.
 - C. When an experimental curriculum is to be implemented, bargaining unit members who are to teach such curriculum shall be notified at least three (3) months in advance wherever possible.
 - D. Equipment, supplies, planning time and training for bargaining unit members assigned to teach a new or experimental curriculum shall be provided so that such curriculum may be effectively implemented.

9.24 END OF DAY TUTORING – GRADES 8-12

- A. Teachers of grades 8-12 will be available two days per week during the school year, for assigned tutoring of students in subjects within the teacher's current areas of preparation. Teachers in grades 10-12 shall be available for tutoring from 2:05 p.m. - 3:00 p.m. and teachers of grades 8-9 shall be available from 2:15 p.m. – 2:45 p.m.
- B. Teachers shall identify students every five (5) weeks for tutoring. Students may also be assigned for tutoring by Administration. Teachers shall notify the parents of students identified for tutoring via the five (5) week progress report. Subsequent five (5) week progress reports shall include student progress, as well as attendance in the tutoring program.

- C. The number of students assigned to a teacher for tutoring should not exceed the number of student work stations in the classroom. If the number of students for a tutoring session exceeds the number of student work stations, the teacher will decide if the additional students can be accommodated. If the number of students in a classroom becomes an issue with respect to the number of available student work stations, the teacher's current students will be given preference over other students.
- D. Teachers' end of day responsibilities on the remaining days of the week shall be consistent with existing practices pursuant to Article 9.8.

9.25 BUILDING COVERAGE

- A. When a building principal is absent from the building, due to a scheduled event or meeting, an NSEA Bargaining Unit Member may be designated by the principal to work in the front office, should emergency situations arise.
- B. On all such occasions, a substitute will be hired for the NSEA Bargaining Unit Member.
- C. Bargaining Unit Members who are requested to provide such emergency service shall be notified in advance of scheduled events or absences.
- D. All such coverage provided by NSEA Bargaining Unit Members shall be strictly voluntary. In the event the unit member covering for an absent principal has a CAS degree, they will be compensated with a \$100 per diem stipend. This stipend does not apply to those currently assigned to an administrative internship.

ARTICLE 10
DEPARTMENT CHAIRPERSONS
(5-12)

- 10.1** Definition/Responsibilities: A Department Chairperson shall be defined as a teacher housed within a given building who shall have added responsibilities for the operation of the particular subject area department consisting of four (4) or more full time equivalents at the junior high or senior high and three (3) or more full time equivalents at the middle school level. Persons appointed as Department Chairpersons shall facilitate the instructional/operational needs of their department in a manner consistent with the requirements of the department and to the extent which time permits.
- 10.2** Qualifications: In order to be appointed as a chairperson, a member of the teaching staff must:
- A. Have a minimum of three (3) years teaching experience in the district;
 - B. Have a minimum of two (2) years experience within the particular building, except for unusual circumstances such as redistricting.
- 10.3** Selection: Each chairperson for a department of four (4) or more full time equivalents at the junior and senior high and three (3) or more full time equivalents, at the middle school level, shall be appointed by the building on an annual basis. Appointment shall take place in the following manner:
- A. Each May, the building administrator shall open the position by announcing to the staff of each department that those interested in the position should submit their names to the building administrator.
 - B. All candidates will be permitted to share philosophy, beliefs, and other relevant information with the members of the department, in a manner arranged by the department.

- C. Following step B. above, the department members will be given the opportunity to share their feelings with the departmental representatives of the Interview Committee.
- D. Chairperson Interview Committee shall be formed consisting of the subject area building administrator, the subject area director/supervisor, and two (2) members selected by the department, who shall represent the department in the selection process.
- E. The Chairperson Interview Committee, after interviewing each candidate and after due deliberation, shall forward its recommendation(s) to the building administrator. This recommendation shall consist of the name of one (1) individual, or more than one (1) in case of a tie. The recommendation of the Committee is to be advisory. Should the building administrator find the recommendation unacceptable, it will be referred back to the Committee for further deliberation and consideration.

10.4 Scheduling: the teaching/supervisory schedule for Department Chairs shall be as follows:

- A. Middle School Non-core Areas
 - 1. Non-core Department Chairpersons shall receive one period every other day for department chair duties.
- B. Middle School Core Areas
 - 1. In the event that a 5th or 6th grade teacher is selected as department chairperson, he or she will receive an annual stipend of \$750.
 - 2. In the event a 7th grade teacher is selected as department chairperson, he or she will be released from all supervisory duties or have the option of receiving an annual stipend of \$750.
 - 3. Under the auspices of the Department Chair, representatives from all three (3) grade levels shall work together in a specific content area to form a department.

- C. Jr. and Sr. High (Four period day)
1. Teaching load: The six core department chairpersons will each be assigned to teach four classes over a two-day cycle. In the areas of math and science, a lab counts as a class.
 2. Department chairpersons will not be assigned any supervisory duties.
 3. Core departments shall include: English, Foreign Language (LOTE), Math, Science, Social Studies, and Special Education.
 4. Planning: All department chairpersons shall have a common 84-90 minute block for department chair duties every other day in addition to regular planning time. A department chair meeting may be held once monthly during common department chair time.

*Unless otherwise specified, homeroom duties are not considered supervisory assignments.

10.5 Twelve (12) hours shall be set aside for use by building department chairpersons between July 1st and Labor Day to be used for in-building planning and coordination. Compensation will be at the Professional Service Rate, paragraph 21.1

10.6 A. One Guidance Counselor at the Junior High School Building and one at the Senior High School Building shall be considered a department head consistent with Articles 10.1 – 10.6 of the labor agreement.

B. A Guidance Counselor selected, as a Department Chairperson shall, consistent with past practice, be assigned approximately one-half the number of students as other Guidance Counselors in the same building.

ARTICLE 11

PARTICIPATORY MANAGEMENT

11.1 BUILDING DECISION MAKING PROCESS

A. Primary Leadership Team

When an issue is identified at the building level, it will be forwarded to the Primary Leadership Team consisting of the

- Building Principal
- Building Communication or Advisory Committee Chairpersons
- NSEA Chairperson, and
- BPT Chairperson(s)

The Primary Leadership Team will determine the appropriate disposition of the issue.

B. Building Planning Team

Instructional issues having a building wide impact only should be forwarded to the BPT. The composition of the BPT is determined at the building level.

The role of the Building Planning Team is to facilitate the development, implementation, monitoring, and adjustment of the building plan through a shared decision making process in order to support district goals.

It is the responsibility of the Building Planning Team to communicate information regarding shared decision making/school improvement/district goals to staff.

The Building Planning Team is responsible for insuring that the building plan is supported by consensus among staff, through a process determined by the building.

BPT chairs in the elementary (P-6) shall be provided two (2) release days during the academic year designated solely for BPT work.

11.2 DISTRICT STEERING COMMITTEE (DSC)

- A. The purpose of the District Steering Committee is to act as a resource for ongoing school improvement and to provide a forum for labor management dialogue.
- B. The role of the District Steering Committee is advisory in nature, and all final decisions lie with the Superintendent.
- C. Responsibilities of the District Steering Committee:
 - 1. Facilitate the process of school improvement and the shared decision making process for the District;
 - 2. Promote an environment of trust in the whole system;
 - 3. Participate in the dispute resolution process;
 - 4. Each member will serve as a contact for a specific BPT;
 - 5. Facilitate meetings and processes on an “as requested” basis;
 - 6. Insure consistency with law, regulation, policy, District goals, and contractual agreements;
 - 7. Approve District committees and develop charges to the committee;
 - 8. Communicate back to constituent groups.
- D. The District Steering Committee shall consist of representatives from the District and the NSEA. Additions or deletions to the District Steering Committee roster may be made at any time by mutual consent of the NSEA President and Superintendent.
- E. Functions: the DSC shall determine the rules governing the operation of District Steering Committee.

11.3 DISTRICT COMMITTEES

Ideas for new instructional programs and/or substantial changes to existing instructional programs or practices having a district or level-wide impact will be presented to DSC. DSC will determine whether a committee needs to be formed.

If so, a charge will be developed and guidelines for committee formation and timelines will be established with the expectation that the committee will bring recommendations back to DSC.

All recommendations are subject to the approval of the Superintendent.

11.4 DISTRICT ADVISORY COUNCIL (DAC)

The District Advisory Council provides support for all building and district planning initiatives relative to the improvement of student achievement in accordance with New York State Education Department regulations.

The District Advisory Council shall consist of the following members:

1. Superintendent;
2. NSEA President;
3. Representatives from the Principals Bargaining Unit;
4. Representatives of the Directors Bargaining Unit;
5. Representative(s) from each school selected by the BPT;
6. Parent(s) from each building to be selected by the building's parent organization;
7. Other stakeholders deemed necessary by the District Advisory Council;
8. Two students from Cicero-North Syracuse High School selected by the student government organization;
9. Two students from North Syracuse Junior High School selected by the student government organization; and
10. One non-voting facilitator recommended by the Superintendent and approved by the District Advisory Council.

The role of the District Advisory Council shall include development, implementation and revision of the long range plan on an annual basis.

ARTICLE 12

ABSENCES AND LEAVES

12.1 ILLNESS AND BEREAVEMENT LEAVES

- A. It is the agreement of both parties that bargaining unit members are entitled to all provisions of the Family and Medical Leave Act. Therefore, where the provisions of the Family and Medical Leave Act exceed the contractual agreement, the Family and Medical Leave Act will take precedence. Where the provisions of the contractual agreement exceed the Family and Medical Leave Act, the contractual agreement will take precedence.
- B. 1. A bargaining unit member will be granted twelve (12) paid leave days a year to be used for personal illness and/or family death or illness (Illness/Bereavement Days). All twelve (12) Illness/Bereavement Days will be awarded to each full-time, full year unit member in September. However, for such unit members each day shall be earned at the rate of 1.2 days per month of employment. Part-time unit members shall have their Illness/Bereavement Days prorated accordingly. These leave days shall accumulate to two hundred fifty (250).
2. Unused Illness/Bereavement Days will accumulate to a combined maximum of 250 days. Employees who have reached the maximum of 250 days will receive the twelve (12) days for Illness/Bereavement Days in September as per above. Any unused days that exceed the 250 day maximum, as of the end of June, may be donated to the Sick Leave Bank.
- C. A bargaining unit member who has been paid for leave not earned shall reimburse the District all money received in excess of that to which he/she was properly entitled.
- D. 1. By October 15 of any school year, each bargaining unit member will receive an attendance statement.
2. Each bargaining unit member shall receive an

attendance statement for each month in which leave is used. The record shall indicate:

- a) The number of Illness/Bereavement Days used during the previous month.
- b) The number of accrued Illness/Bereavement Days to his/her credit.

12.2 SICK LEAVE BANK

The Association shall establish and administer the policy and procedures of the Bank. The District shall, upon receipt of a properly completed and signed Sick Leave Bank Authorization Form, deduct one (1) leave day from the authorizing employee's earned sick leave allotment. The Association shall indemnify and save the District harmless against all liability that may arise from action taken to comply with this paragraph. The Sick Leave Bank Authorization Form appears as Exhibit D. Any person who has been a member of the Sick Leave Bank may retain this privilege. In addition, this privilege is extended to all certificated administrators.

12.3 PERSONAL DAYS

In addition to days for illness/bereavement, three (3) days of paid leave shall be allowed each bargaining unit member per year, provided that reasonable written notice be given to the building administrator. Effective September 1, 1997, two (2) of the three (3) days may not be used to extend a recess or holiday. Should the number of such notices for any one (1) building for any one (1) day indicate a lack of sufficient personnel to conduct the educational program, then the Superintendent (or designee) shall review the situation and use his/her discretion to remedy the problem. Any unused personal days will be converted to paid illness/bereavement leave days.

12.4 ABSENCE DUE TO QUARANTINE

The bargaining unit member shall be granted days of absence with pay when such absence from duty is due to quarantine resulting from District employment. Absence due to quarantine resulting from District employment shall not be

charged against any bargaining unit member's accumulated illness/bereavement leave.

12.5 TEMPORARY DISABILITY

Bargaining unit members are entitled to paid temporary disability leave with proper medical authorization utilizing accrued illness/ bereavement and personal leave time. Bargaining Unit members will provide, upon District request, a physician's statement justifying said leave. The District may, in accordance with state regulations, require comprehensive medical examinations by the Chief School Physician or his/her designee. Pregnancy disability will be treated in the same manner as any other temporary disability.

12.6 ABSENCE WITHOUT CAUSE

Any bargaining unit member absent from duty without reasonable cause or without sufficient notice to the Superintendent shall forfeit full salary and benefits for the period of unauthorized absence.

12.7 WORKERS COMPENSATION

- A. Whenever a unit member is absent from work as a result of personal injury caused by an accident or an assault occurring in the course of the unit member's employment, the unit member will receive his/her salary for a limited period of time. If the absence is continuous, the period of time will be one (1) calendar year beginning with the first day of absence. If the absence is broken one or more times by the unit member's return to work (non-continuous), the period of time will be two-hundred (200) accumulated work days of absence beginning with the first day of absence. Any Workers' Compensation award made to the unit member during either a continuous or non-continuous absence shall be made payable to the district by the unit member. No absence during either a continuous leave of one (1) year or less or non-continuous absence of two-hundred (200) work days or less will be charged to the unit member's personal and/or family illness leave.

- B. At the end of either of the limited periods of time indicated in Paragraph A above, associated with a continuous or non-continuous absence, the unit member will elect in writing to the district only one of the following options (1) or (2);
1. The unit members may elect to receive only the Workers' Compensation award for the remainder of the absence beyond the limited period of time.
 2. The unit member may elect to use all or part of his/her accumulated Illness/Bereavement Days for the remainder of the absence beyond either period of time specified in paragraph A. Any Workers' Compensation award made to the unit member during this period of time shall be made payable to the district by the unit member. The total of the Workers' Compensation award made during the use of Illness/Bereavement Days will be converted to additional Illness/Bereavement Days and the conversion will be on an hourly basis. This will be a one time conversion and will occur when either the unit member returns to work or his/her Illness/Bereavement Days are exhausted, whichever comes first.
- C. When all personal and/or family illness days are exhausted, the only compensation to which the unit member is entitled is the award made by the Workers' Compensation Board to the unit member.
- D. FMLA benefits are not diminished during leaves covered by Workers' Compensation.

12.8 WORKERS' COMPENSATION OVERPAYMENT

- A. All members of the faculty and staff are covered under the New York State Workers' Compensation Law.
- B. Leave allowances paid to employees shall be reduced by the amount of Workers' Compensation received, if any.
- C. In the event that an employee is paid in excess of the

limit specified in Sick Leave Compensation Adjustment, said employee shall reimburse the District for such overpayment immediately.

- D. Should an employee who has been overpaid under the provisions of this Paragraph terminate employment in the District before the District has been reimbursed for the overpayment, the balance shall come due immediately.

12.9 SABBATICAL LEAVE

- A. Five summer sabbaticals will be awarded to teachers who have been in the district a minimum of five (5) years. One in five (1:5) may be used toward a possible internship requirement for a CAS. Bargaining unit members are to submit a request to the Assistant Superintendent for Human Resources by April 1. All requests must include the purpose for the summer sabbatical, the advantage to the district, and the impact on the educational program. Sabbatical requests will be reviewed by a three on three team (3/3) labor – management committee. Sabbatical work is to be completed between July 1 and August 31. Summer Sabbatical awardees will report back to the labor – management committee by November 1 and shall present their final work to appropriate district venues. Payment of \$3000 per sabbatical will occur in a separate check on the first payroll in September. Summer Sabbaticals may only be awarded once every five (5) years to the same individual.
- B. The bargaining unit member while on sabbatical leave retains his/her status as an employee of the District, progresses in the usual manner for salary and seniority purposes, experiences the salary deductions for social security, income taxes, and health insurance (if any) and is credited with pension contributions (on the basis of salary received) by the District as are other full time professional employees.
- C. One full time at full pay sabbatical will be designated for the purposes of school restructuring, shared decision

making, educational reform, and labor relations. The individual will be designated by the NSEA Executive Cabinet. The District will be notified in writing by June 1 of each year as to the designated person. The sabbatical designee may only be reassigned during any school year by mutual consent of the parties. Paragraph B above shall apply to this sabbatical.

12.10 CHILD REARING

Child rearing leave may be applied for and shall be granted for the purpose of child rearing, after the birth or adoption of a child.

- A. The bargaining unit member must apply to the Assistant Superintendent for Human Resources for the leave within six (6) weeks after the birth or adoption of the child.
- B. The leave shall be granted for any portion of the remainder of the ten (10) month school year in which the child is born or adopted.
- C. Upon request, a leave shall be granted for the following school year. The bargaining unit member must apply to the Assistant Superintendent for Human Resources by March 1, or six weeks after the birth or for the leave of adoption of the child if the birth or adoption occurs after March 1. Bargaining unit members will be required to provide the District an approximate date in which the leave begins and ends. The bargaining unit member shall make every effort to return from such leave at the start of a semester. Furthermore, the bargaining unit member shall provide the District a two (2) week notification to the District of their return date.
- D. A one (1) year extended leave may be granted upon written application. The bargaining unit member must apply to the Assistant Superintendent for Human Resources for the extended leave by March 1.

- E. There shall be no illness/bereavement leave compensation during the child rearing period.
- F. After all available FMLA leave is exhausted, the bargaining unit member is entitled to all insurance benefits available through this contract providing that they pay one hundred percent (100%) of the district cost. Such payment will be made in full within sixty (60) days of the initiation of said leave. For leaves extending beyond one (1) year such payment must be made in full within sixty (60) days of the renewal of said leave.

12.11 SPECIAL SERVICE

A Special Service leave shall be granted [up to two (2) years] to any bargaining unit member who joins the Peace Corps, VISTA, National Teacher Corps, or who serves as an exchange teacher and is a full time participant in such a program. Bargaining unit members must apply to the Assistant Superintendent for Human Resources by May 1.

- A. Upon return from such leave, a bargaining unit member shall be considered as if he/she were actively employed in the District during the period of his/her absence and, for salary purposes, shall be given one (1) year's credit for each year of satisfactory service in the organization.
- B. The bargaining unit member is entitled to all insurance benefits available through this contract providing that he/she pays one hundred percent (100%) of the district cost. Such payment will be made in full within sixty (60) days of the initiation of said leave. For leaves extending beyond one (1) year such payment must be made in full within sixty (60) days of the renewal of said leave.

12.12 OTHER LEAVES

- A. A leave without pay or increment for up to one year may be granted to bargaining unit members at the discretion of the Superintendent in cases of educational, personal or special need. Requests must be submitted to the

Assistant Superintendent for Human Resources in writing by May 1 for any portion of the Fall semester of the following academic year. Application for any portion of the Spring semester shall be submitted by November 15.

- B. This leave may be extended for one additional year at the discretion of the Superintendent. Requests for extension must be submitted to the Assistant Superintendent for Human Resources by March 1.
- C. Bargaining unit members will be required to provide the District with a beginning and end date of any leave associated with this provision.

12.13 ONCE IN A LIFETIME

- A. Unpaid leaves for reasons deemed sufficient by the District will be defined as a “once in a lifetime” occurrence. The granting of such a leave under these conditions is limited to one (1) per lifetime for each bargaining unit member. Except as specified under special services above a bargaining unit member will not accumulate additional leave days or benefits during any unpaid leaves of absence.
- B. For any further unpaid special need leave beyond the “once in a lifetime,” the bargaining unit member will submit such request in writing to the Assistant Superintendent for Human Resources. A committee, comprised of two (2) members appointed by the Association President and two (2) appointed by the Superintendent shall be established to consider such requests. This committee will, among other criteria, consider in their deliberations:
 - 1. length of service;
 - 2. other leaves taken; and/or
 - 3. educational value.

Three (3) or more members of the Leave Committee must be in agreement if the request is to be granted or denied. In the event that a consensus of three (3) cannot

be reached by this committee, the final decision rests with the Superintendent.

- C. Once in a lifetime leaves will not be used to extend other types of leaves such as child rearing, education, and personal leaves for an extended period of time.

12.14 MILITARY LEAVE

All bargaining unit members engaged in the performance of military duty under proper orders shall be granted all benefits guaranteed under the law.

12.15 LEAVES FOR PROFESSIONAL ASSOCIATION OFFICERS

One (1) bargaining unit member designated by the Association will upon request to the Assistant Superintendent for Human Resources, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in local, state, or national association activities. Upon return from this leave, such bargaining unit member will have his/her base salary at the time he/she left increased by the percentage applied in the year he/she returns and will regain all accumulated benefits which had accrued to him/her prior to such leave.

12.16 EXTENSIONS AND RETURNS FROM LEAVES

- A. All requests and grants of extensions or renewals of leaves will be in writing through the Office of Human Resources.
- B. All benefits to which a bargaining unit member was entitled at the time of receiving a leave of absence, including unused accumulated illness/bereavement leave, family leave, and credits toward sabbatical leave eligibility, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- C. Return from any leave of an unspecified length, excluding illness/bereavement leave shall commence no later than

the beginning of the marking period after the request to return, provided that at least one (1) week's notice is given. Employees on leave of a specified length may not return before the expiration of the leave, without the approval of the District.

ARTICLE 13 **INSURANCE**

13.1 GROUP HEALTH INSURANCE

- A. All changes in Group Health Insurance shall occur in accordance with the following principles:
1. Specifications for bidding will be mutually agreed upon prior to letting of bids.
 2. Benefits to be provided shall be substantially equivalent to those benefits in effect at the time this agreement is executed.
 3. Final bids as a result of 1 and 2 above shall be reviewed by both parties. Mutual agreement must occur before any change in carrier is made.
- B. The District shall:
1.
 - Pay ninety-four percent (94%) of the premium applicable to the individual plan in 2015-2016
 - Pay ninety-three percent(93%) of the premium applicable to the individual plan in 2016-2017.
 - Pay ninety-three percent(93%) of the premium applicable to the individual plan in 2017-2018.
 - Pay ninety-two percent(92%) of the premium applicable to the individual plan in 2018-2019.
 2.
 - pay eighty-nine percent (89%) of the premium applicable to the family or dependent plan in 2015-2016
 - pay eighty-eight percent (88%) of the premium applicable to the family or dependent plan in 2016-2017

- pay eighty-eight percent (88%) of the premium applicable to the family or dependent plan in 2017-2018
 - pay eighty-seven percent (87%) of the premium applicable to the family or dependent plan in 2018-2019
3. If the district offers double (2 person) coverage, bargaining unit members may choose this option only if the family unit to be covered totals two (2) individuals. If the family unit to be covered totals three (3) or more individuals, the bargaining unit member(s) must select a family option. Bargaining unit members covering only themselves must select individual coverage. Bargaining unit members in the same family unit must choose only one double coverage or one family coverage.
- C. For the approved District Group Health Insurance Plan, the prescription co-pay rates shall be as follows:

\$5.00 co-pay for generic drugs

\$15.00 co-pay for preferred brand drugs

\$17.00 co-pay for non-preferred brand drugs

The parties agree to continue a mail order prescription drug program with an \$8.00 co-pay if there is no increased cost to the District. If a brand name drug has a generic alternative, the member must purchase the generic alternative. However, if the generic alternative is tried and is deemed not effective by a physician, or if there is an existing medical condition prohibiting the use of the generic alternative, the member will be allowed to purchase the brand drug. Prescriptions purchased through a retail pharmacy will be limited to a 34-day supply maximum. Prescriptions purchased through the mail order pharmacy will be limited to a 102 – day supply maximum.

- D. After all FMLA leave has been exhausted, a bargaining unit member who is on an approved, but unpaid sick,

military or special need leave, shall receive thirty (30) calendar days of insurance at the bargaining unit member rate, in whichever plan he/she is enrolled. On the 31st calendar day, the bargaining unit member is entitled to all insurance benefits as per his/her enrolled plan, providing he/she pay one hundred percent (100%) of the gross cost of the benefit (the employee and District share).

- E. The lifetime maximum coverage of a member enrolled in the District Group Health Insurance Plan will be two million dollars.
- F. Effective September 1, 2011, Association members eligible for Medicare, who receive District provided health insurance, and are enrolled in the Excellus BlueEPO Plan, shall move to the MVP Gold HMO Plan. Such a change in plan enrollments shall remain in place until it is no longer cost effective, as determined by the District. Bargaining unit members/spouses of retirees who are eligible to select the MVP Gold HMO plan will not pay more for this plan than the HMO double rate; i.e. if members/spouses both have single plans, the bargaining unit member shall not pay more than the HMO double cost.
- G. Effective September 1, 2015:
 - 1. Bargaining unit members may elect to decline health insurance coverage and receive a financial consideration as a result. The following stipulations apply:
 - a. The financial consideration for electing not to participate in District sponsored health insurance programs shall be:
 - i. \$400 – individual coverage
 - ii. \$800 – family coverage
 - b. Teachers who wish to decline insurance must submit a non-election form by the end of the June open enrollment period of the school year in which he/she wishes to non-elect. Non-election will be effective October 1.

- c. Payment of all financial incentives shall be made by November 30th of the non-elective year in one lump sum.
- d. It is agreed that in executing this incentive the bargaining unit member receiving the incentive cannot be the spouse or dependent of another district employee who intends to institute or increase coverage provided in District sponsored health insurance programs.
- e. This incentive is only offered to current bargaining unit members who are currently participating in the District health insurance plan.
- f. Newly hired bargaining unit members must enroll in the District sponsored health insurance program for a minimum of one year before they would be eligible for the buyout.
- g. If a unit member, who has selected this option, has a change in family status and/or existing insurance, he/she may enroll in the District Health Insurance Benefit Program, if qualified, at the next open enrollment period.

13.2 DENTAL INSURANCE

A. The District shall:

- 1. pay ninety percent (90%) of the premium applicable to the individual plan; or
- 2. pay eighty-five percent (85%) of the premium applicable to the family or dependent plan for each bargaining unit member who chooses such coverage.

Such insurance shall be mutually selected by the District and the Association.

B. Eligibility for Dental Insurance is based on the bargaining unit member being eligible to enroll in the District sponsored health insurance plan or HMO sponsored by the District.

C. The District and the Association agree to investigate

other dental plans that will provide additional benefits and services.

13.3 LIFE INSURANCE/OPTICAL INSURANCE

The District and the Association shall mutually agree to a Life Insurance Plan and an Optical Insurance Plan. Eligibility for Life Insurance or Optical Insurance is based on the bargaining unit member being eligible to enroll in the District sponsored health insurance plan or an HMO sponsored by the District. Employees who choose to enroll only in life insurance or optical will pay 100% of the cost.

13.4 GROUP HEALTH INSURANCE/RETIRED BARGAINING UNIT MEMBERS

- A. The District shall pay the percentage amount stated in Article 13.1B above for retired employees who have a minimum of twenty (20) years of service in the District. Retired employees are not eligible for the District's Dental, Life or Optical plans.
- B. A bargaining unit member with twenty (20) or more years of District service and who is over the age of fifty (50), but not eligible for benefits under the New York State Teachers Retirement System, may remain a member of the health insurance plan by paying up to one hundred two percent (102%) of the full premium cost (i.e. both the District's and the employee's share). When such employee begins receiving retirement benefits, the District shall then pay the same apportionment of the premium costs that it pays for other retirees in accordance with the provisions of this paragraph.
- C. The provisions of Medicare apply to active or retired employees sixty-five (65) years of age and to any enrolled dependents sixty-five (65) years of age.

13.5 INSURANCE REVIEW

Periodic review of any insurance plans that are a part of this agreement shall occur upon the request of the Association or the District. Such review shall be made with the Superintendent (or designee).

ARTICLE 14 **OCCUPATIONAL THERAPISTS/PHYSICAL** **THERAPISTS**

14.1 PROBATIONARY PERIOD

The probationary period for Occupational/Physical Therapists will not be less than twelve (12) weeks or longer than fifty-two (52) weeks. The District must inform the therapist in writing at the end of the 8th week, if the probationary period is to be extended.

14.2 LAYOFF

In the event it becomes necessary for the District to reduce OT or PT staff, the District will excess the least senior therapist in the appropriate job title.

14.3 RETIREMENT

The District shall provide the one sixtieth (1/60) Non-Contributory Pension Plan (New York State Employee's Retirement System) for all employees.

14.4 At times, as an emergency measure, it is necessary for the District to contract with outside agencies for the services of Occupational and Physical Therapists. In doing so, it is not the intent of the District to circumvent the current contract between the District and the NSEA. The District understands that such contracting is not precedent setting and is not the normal practice. Before any contracting is entered into, the District will make every reasonable effort to recruit and appoint therapists as regular District employees.

14.5

- A. Occupational and Physical Therapists will be included in Article 7 entitled Professional Performance.
- Furthermore, upon completion of the durational period of a probationary appointment for teachers, occupational and physical therapists will receive, in addition to their salary, a stipend of \$645 in 2015-16, \$664 in 2016-17, \$684 in 2017-18, and \$705 in 2018-19.
 - Upon completion of 15 years of service to the District, occupational and physical therapists will receive in addition to their salary, a longevity stipend of \$568 in 2015-16, \$585 in 2016-17, \$603 in 2017-18, and \$621 in 2018-19.
 - Upon completion of 20 years of service to the District, occupational and physical therapists will receive in addition to their salary, a longevity stipend of \$568 in 2015-16, \$585 in 2016-17, \$603 in 2017-18, and \$621 in 2018-19.
 - Such stipends will become part of the base salary in the following year.
- B. The effect of this change is to permit Occupational and Physical Therapists access to the evaluation options as if they were tenured teachers.

ARTICLE 15

NURSES

15.1 SALARY GUIDE

- A.

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Hiring Rate	\$44,757	\$45,764	\$46,794	\$47,846
- B. Nurses will be hired at the hiring rate specified above. Nurses will receive the following increases: 2015-16, 3.25%; 2016-17, 3.00%; 2017-18, 3.00%; 2018-19, 3.00%.
- C. Upon completion of four (4) years of service with the District, nurses will receive the percentage increase plus the dollar amount of the teacher tenure stipend specified in Article 19.4.
- D. Upon completion of fifteen (15) years of service with the District, nurses will receive the longevity stipend specified in Article 19.4.
- E. Effective July 1, 2008, upon completion of twenty (20) years of service with the District, nurses will receive the longevity stipend specified in Article 19.4.

15.2 RETIREMENT

The District shall provide the 75-I Non-Contributory Pension Plan (New York State Employees' Retirement System) for all Tier I and Tier II unit members. Eligible unit members hired after July 1, 1976 shall contribute three percent (3%) of their wages to the New York State Retirement System for a 10 year period per New York State Retirement Law. The employer will provide the appropriate retirement plan under the New York State Employee's Retirement System.

15.3 EVALUATION

- A. Nurses shall be evaluated at least once during the school year. The evaluation shall be an oral discussion between

the immediate supervisor and nurse followed by a signed written evaluation. The written evaluation shall be signed by both the nurse and supervisor. A copy of all evaluations shall be placed in the nurse's personnel file.

- B. Monitoring or observation of the work performance of a nurse will be conducted openly.
- C. A nurse will be given a copy of any written visit or evaluation report prepared by his/her supervisor. No performance appraisal report shall be submitted to central administration, placed in a nurse's file, or otherwise acted upon, without a copy to the nurse.
- D. Each nurse will have the right to review and copy the contents of his/her complete personnel file with the exception of confidential recommendations. Nurses will be entitled to have a representative of the Association accompany him/her during such review.
- E. With the exception of confidential employment recommendations, nurses shall receive a copy of all entries made in his/her personnel folder. In any instance where an entry is made in a personnel folder with which the nurse disagrees, or takes exception, the nurse shall have the right to file a written statement in his/her behalf, with copies to all parties concerned, and such statement shall become a permanent part of the personnel record of the nurse.
- F. A nurse shall have the right to have a representative present at any meeting of an investigatory or disciplinary nature. The nurse shall select such representative.
- G. No member of the bargaining unit will evaluate any other bargaining unit member.

15.4 HOURS OF WORK

The workday for Registered Nurses shall be eight (8) hours per day under this contract.

15.5 LAYOFF AND RECALL

- A. All layoffs, reduction in force, job abolishment and recalls shall be according to Unit seniority. The least senior employee in the Unit shall be the first to be laid off. Employees shall be laid off and recalled in accordance with the applicable provisions of the Civil Service Law.
- B. Recalls according to classification(s) within the Unit shall be in reverse order of layoff.

15.6 NURSES' SUMMER EMPLOYMENT

- A. Whenever Registered Nurses are employed during July and August to aid in administering physical examinations and/or summer school, the District will guarantee a minimum of four (4) hours work for each occasion at the current salary rate. However, should a nurse work less than one half (1/2) day, such nurse shall be paid at their hourly rate.
- B. Upon request and subject to mutual consent between a Registered Nurse and the District, a Registered Nurse may be granted up to five (5) work days at their daily rate of pay, prior to the commencement of the school year in September for the purpose of updating records.

15.7 PROVISIONS THAT DO NOT APPLY TO NURSES

Article 7 – Professional Performance

Article 9.8 - Length of Work Day

ARTICLE 16

ATHLETIC TRAINER

- 16.1** The position of Athletic Trainer will not be subject to the limitations of the regular professional day as outlined in the collective bargaining agreement since the person occupying this position will need to be in attendance at athletic functions and contests as directed. However, the accumulated weekly average number of hours shall not exceed the accumulated average number of hours worked by a teacher in a school year.
- 16.2** The starting salary for the position of Athletic Trainer shall be the same as the starting salary for Registered Nurses who are also a part of this bargaining unit. (See Article 15.1).
- 16.3** Experience Credit payment of \$350 per year up to eight (8) years is to be included in the Athletic Trainer's base salary at the time of hiring for each year of employment as an Athletic Trainer in a New York State Public School and/or New York State College.
- 16.4** In the second and subsequent years, the Athletic Trainer will receive the same percentage increase as negotiated for Registered Nurses. (See Article 15.1).
- 16.5** Upon completion of four (4) years of service with the District, the Athletic Trainer will receive the percentage increase for nurses plus the dollar amount of the teacher tenure stipend. (See Article 15.1).

ARTICLE 17
OTHER PROFESSIONAL ASSIGNMENTS

17.1 GUIDANCE COUNSELORS

- A. Guidance counselors, who work days beyond the regular teacher calendar shall be paid one two hundredth (1/200) of their ten (10) month salary for each day worked. The rate of pay for work on any days beyond the regular teacher calendar shall be calculated at the effective salary for July 1st of that calendar year, even if the work is done following the last day of school in the previous month of June.
- B. Guidance counselors shall be guaranteed a minimum of twenty (20) days of summer work.
- C. Each guidance counselor shall receive two (2) paid, non-cumulative illness/bereavement days for each summer's work.

17.2 BARGAINING UNIT MEMBERS ASSIGNED MORE THAN ONE SCHOOL

- A. In arranging schedules for bargaining unit members who are assigned to more than one (1) school, an effort will be made to limit the amount of interschool travel. Such bargaining unit members will be notified of any change in their schedules as soon as practical.
- B. All bargaining unit members who are regularly scheduled to work in more than one (1) school a day will receive the current Internal Revenue Service rate for interschool travel. To receive travel reimbursement bargaining unit members must submit their travel log providing dates, destinations, miles traveled, and a properly signed claim form by the 25th day of the month.
- C. A bargaining unit member will be allotted a reasonable length of travel time between assignments. In the event

of a dispute as to whether a reasonable length of time has been allotted, the dispute shall immediately be referred to the Assistant Superintendent for Instruction for resolution.

- D. A bargaining unit member who regularly travels between two (2) buildings may not be assigned more than one (1) extra duty per day. A bargaining unit member who regularly travels between more than two (2) buildings a day may not be assigned any extra duties per day.

Homeroom duty is considered an extra duty for bargaining unit members assigned to more than one (1) building during a single school day.

17.3 TEACHER ON SPECIAL ASSIGNMENT

- A. Any bargaining unit member who, on the basis of his/her special knowledge and abilities, is selected to serve the District on a districtwide basis in a capacity other than classroom instruction and/or the furnishing of direct student services shall be designated a teacher on special assignment when appointed to such a position by the Board.
- B. The bargaining unit member selected for special assignment will have the right to return to any vacant position, in the member's tenure area, following current contractual procedures.
- C. This assignment shall not involve the supervision or evaluation of bargaining unit members employed by the District and shall not constitute a break in service which would reduce the bargaining unit member's standing on the applicable seniority roster.

17.4 INSTRUCTIONAL SUPERVISORS

- A. The Association permits fully certificated administrators of departments to teach no more than four tenths (4/10) [two (2) periods] of a school day. The total number of teaching periods shall not exceed eight (8) periods in

any given year. Such administrators shall be a part of the proper administrative bargaining unit, with the appropriate salary and benefits due that unit.

- B. The Association bargaining unit shall suffer no loss of positions or parts of positions as a result of this agreement.

ARTICLE 18

SUMMER SCHOOL AND ADULT EDUCATION

18.1 POSITIONS IN SUMMER SCHOOL AND ADULT EDUCATION

All openings for summer school and adult education positions will be advertised in the same manner as provided for vacancies, transfers, reassignments or promotions during the regular school year. Bargaining unit members who apply for such positions will be notified of the action taken regarding their applications as early as possible, and all other rules relating to the filling of regular positions by hiring, reassignment, transfer or promotion shall apply with respect to summer school and adult education.

18.2 SUMMER REVIEW CLASSES AND CREDIT RECOVERY

Teachers who apply to teach in the North Syracuse Summer School shall be considered in the following order:

- A. District teachers who have satisfactorily taught the particular course(s) in previous North Syracuse Summer School sessions.
- B. For purposes of this section, Elementary Certification qualifies to teach Resource Students unless prohibited by statute or regulation.
- C. Teachers in the North Syracuse Central Schools who have taught in previous summer sessions who are certified in the field in question, i.e. science, math, English, etc.

- D. All things being equivalent, subparagraphs A. through C., then the teacher with the most service in the District shall be given preference.
- E. Teachers in the North Syracuse Central Schools shall, as far as is practicable, be considered for summer school teaching positions before those from outside the District. If by virtue of subparagraphs A through D above, a teacher who has taught summer school finds him/herself without a job, there will be no loss of summer school seniority.
- F. After all efforts have been exhausted within the North Syracuse Central School system to recruit summer school teachers, then and only then, will applications be considered from teachers who teach outside the District.
- G. Certified teachers employed from outside the District should be proficient in the courses for which they are employed to teach.
- H. When the above means have been exhausted for the recruitment of summer school teachers, it is then up to the discretion of the summer school administrator as to whom is hired for summer school teaching.
- I. In the event that the District establishes a completely new summer school program, all vacancies will be advertised in accordance with accepted procedures and the District shall, for the first year only, have the right to select from these applicants without regard to any prior summer school experience or District seniority.

18.3 MUTUAL COMMITMENT FOR SUMMER SCHOOL TERM

It is further agreed that once a bargaining unit member has been notified of summer school employment he/she shall be available for the period specified and shall be employed for the full period at the salary specified unless a North Syracuse Summer School Program is not provided or the lack of student enrollment does not require the bargaining unit member's professional services.

18.4 SUMMER SCHOOL SENIORITY

A bargaining unit member who disturbs the continuity of his/her annual summer school teaching to return to school, or for any other professional reason, will not lose his/her seniority in the summer school program.

18.5 SUMMER SCHOOL PAY

- A. Summer school teachers will be paid at their contract salary divided by two hundred (200) to determine the teacher's daily rate and then divided by seven and one half (7 1/2) hours to determine the teacher's hourly rate. The teacher's hourly rate will then be multiplied by the number of hours contracted to be worked in summer school.
- B. A teacher requested by the summer school administrator to participate in summer school registration shall be compensated for his/her day(s) at his/her hourly rate as specified above.

18.6 WALK-IN EXAMS

Should the summer school principal request a teacher to score walk in exams, and the teacher agrees to the request, the teacher shall be compensated at the hourly rate of a starting teacher's salary.

In addition, The District recognizes that teachers that are involved with the grading of State Assessments beyond their contracted number of workdays in a school year (currently 186) will be compensated at their individual hourly rate of pay as per paragraph 19.2 and 19.9 in the contract agreement.

18.7 ADULT EDUCATION

An instructor in the Adult Education program who is a member of this bargaining unit shall be compensated at no less than \$14.00 per hour.

ARTICLE 19

SALARY AND RELATED INFORMATION

19.1 DEFINITIONS

For salary purposes the following definitions will be used.

- A. Base Salary - The base salary shall be that figure to which the yearly percentage is applied.
- B. Flat Rate Payment(s) - The flat rate payment(s) shall be those figures which are added each year as they are earned and will become part of the base salary prior to applying the next yearly percentage.

19.2 CURRENT EMPLOYEES - BASE SALARY

- A. A bargaining unit member employed by the District prior to July 1, 2015, shall establish a base salary using the 2014-2015 salary as of June 30, 2015 including applicable stipend(s) and/or additional degrees at the 2014-2015 rate. (i.e. Double Master, \$830, Doctorate, \$1560,) Such base salary shall be increased by:

2015-2016:	3.25%
2016-2017:	3%
2017-2018:	3%
2018-2019:	3%

- B. Employees returning from an unpaid leave of absence will have their base salary increased by the percentage paid for the school year in which they return.

19.3 NEW EMPLOYEES - BASE SALARY

- A. A new bargaining unit member hired by the District to begin employment shall establish a base salary by adding to the starting salary any experience credit attained at the time of hiring.

2015-2016: \$46,718

2016-2017: \$47,769

2017-2018: \$48,844

2018-2019: \$49,943

- B. Experience Credit - An experience credit payment of \$361 for 2015-2016, \$372 for 2016-2017, \$383 for 2017-2018, and \$394 for 2018-2019, per year up to eight (8) years is to be included in the base salary
1. One (1) year of credit shall be granted for each year of New York State Public School teaching experience up to eight (8) years.
 2. Out of state and private school shall be no less than fifty percent (50%) of their experience up to ten (10) years of credit.
 3. For military, Peace Corps, VISTA or National Teaching Corps, one (1) experience step shall be granted for each two (2) years of service up to two (2) years.
 4. Part time bargaining unit members who have been continuously employed by the District shall upon appointment to a full time position be compensated at the full time equivalent of his/her current salary if his/her part time teaching assignment was five-tenths (5/10) or less, of a full time assignment. If his/her part time teaching assignment was six-tenths (6/10) or more of a full time assignment, an additional experience payment will be added to the full time equivalent of his/her current salary.
 5. Credit may also be given for work related experience. In exceptional cases where there are no qualified applicants for a position, the Superintendent, or designee may advertise and hire the position at a higher rate than provided above.

6. Once credit has been granted for experience as above, including educational hours and degrees, it will not be diminished.

19.4 TENURE AND LONGEVITY STIPENDS

- A. Upon receiving tenure, bargaining unit members will receive, in addition to their salary, a tenure stipend of \$645 for 2015-2016, \$664 for 2016-2017, \$684 for 2017-2018, and \$705 for 2018-2019.
- B. Such tenure stipend will become part of the base salary in the following year.
- C. The District will pay only one (1) tenure stipend to a bargaining unit member.
- D. Upon completion of 15 years service to the District, bargaining unit members will receive, in addition to their salary, a longevity stipend of \$568 for 2015-2016, \$585 for 2016-2017, \$603 for 2017-2018, and \$621 for 2018-2019.
- E. Such longevity stipend will become part of the base salary in the following year.
- F. Effective July 1, 2008, upon completion of 20 years service to the District, bargaining unit members will receive, in addition to their salary, a longevity stipend of \$568 for 2015-2016, \$585 for 2016-2017, \$603 for 2017-2018, and \$621 for 2018-2019.
- G. Such longevity stipend will become part of the base salary in the following year.

19.5 CREDIT HOURS

Following are the rates for each block of three (3) graduate hours.

Effective	July 1, 2015 - \$421
Effective	July 1, 2016 - \$434
Effective	July 1, 2017 - \$447
Effective	July 1, 2018 - \$460

Such rate payment(s) shall be incorporated into a bargaining unit member's base salary. Graduate hour credits will only be paid if such hours were completed at an accredited learning institution, and are bona fide graduate credits applicable toward a degree beyond a Bachelors Degree. It will be the responsibility of the unit member to provide proof and or documentation to the District that said satisfactorily completed course work is in fact graduate study. Bargaining unit members will not be compensated for newly acquired graduate hours in excess of 105 hours.

19.6 ADDITIONAL DEGREES

The following flat rate payment(s) for newly acquired degrees shall be added to a bargaining unit member's base salary each year.

Double Masters \$857 for 2015-2016, \$883 for 2016-2017, \$909 for 2017-2018, and \$936 for 2018-2019.

Doctorate \$1,611 for 2015-2016, \$1,659 for 2016-2017, \$1,709 for 2017-2018, and \$1,760 for 2018-2019.

National Board Certification \$1,291 for 2015-2016, \$1,330 for 2016-2017, \$1,370 for 2017-2018, and \$1,411 for 2018-2019. (See Appendix E).

19.7 Graduate hours and degrees submitted to the Office of Human Resources, by October 15th of any year shall be paid retroactive to September 1st of that year. Hours and degrees submitted to the Office of Human Resources by March 15th

of any year shall be retroactive to February 1st of that school year.

19.8 PAY PERIODS AND SALARY NOTICE

- A. A bargaining unit member may select twenty-one (21) or twenty-six (26) paychecks. Request for change from their current status must be submitted in writing by the bargaining unit member to the Business Office by August 15th of each school year.
- B. At the beginning of each school year bargaining unit members shall be paid on the Friday of their second week of work and every other Friday thereafter.
- C. Salary Notices will be available on-line through WinCap or the current electronic management system.

19.9 ADDITIONAL PAY AND WORK PERIODS

Unless otherwise provided in this agreement, employees employed beyond the ten-(10) month school year prescribed by the school calendar shall be compensated as follows:

- A. one tenth (1/10) of his/her annual salary for each month's work in excess of ten (10).
- B. one two hundredth (1/200) of his/her annual salary for each day's work for a fractional part of a month.

19.10 EXTRA PAY NOTICES

- A. Any extra pay based on an annual index shall be established, wherever possible, by a written notice between the individual involved and the District. The notice shall be in duplicate, one (1) copy for the individual and the other for the District. The notice shall state the index, the base to which the index is applied, and the amount of remuneration. Where possible, such notices should be issued at the same time as the annual salary notice. When this is not possible such notices should

be issued at the earliest possible date prior to the commencement of the extra duty.

- B. In the event of a budget defeat which results in shortened activities, the amount of remuneration will automatically be adjusted to reflect the change in the length and nature of the assignment. If a sport is cancelled no payment shall be made.

19.11 LONG TERM SUBSTITUTE COMPENSATION

- A. Any substitute teacher who performs service for thirty (30) consecutive workdays or more in the place of a probationary or tenured teacher will be paid a salary according to the current teacher's salary schedule and the substitute's academic credentials beginning on the 31st day for as long as that teacher is retained in that position. The salary will be paid retroactive to day one. Further, all illness/bereavement days will be prorated.
- B. The thirty (30) consecutive work days mentioned above does not include days in which the appointed substitute may work with the regular teacher to provide transitional training for the substitute. Any transitional training days will be paid at the current per diem substitute rate.
- C. When a daily substitute is working in the position of a tenured or probationary teacher on a daily basis and the personnel office receives notice from the absent teacher that he/she will be absent for more than thirty (30) consecutive work days, the daily substitute teacher will be placed on the contract salary for the remainder of the absence and will be paid retroactive to day one. All other benefits will be granted effective the 31st consecutive workday of service and will be prorated for the remainder of that specific agreement.

ARTICLE 20

RETIREMENT INCENTIVE

20.1 INCENTIVE PAYMENT

The District will provide a retirement incentive for eligible unit members and subject to the conditions of this article upon retirement. Any eligible unit member will receive a one-time, lump sum retirement incentive payment (payment) based on accumulated, unused personal illness and/or family death or illness leave days (illness/bereavement days) to a maximum of 250 days. If a total of 250 days has been accumulated, the maximum payment will be \$26,250. If less than 250 days have been accumulated, the payment will be calculated as follows:

1 – 150 Illness/Bereavement Days	-	\$75 a day
151 – 200 Illness/Bereavement Days	-	\$87.50 a day
201 – 250 Illness/Bereavement Days	-	\$105 a day

20.2 ELIGIBILITY REQUIREMENTS

Any unit member who qualifies to receive immediate retirement benefits through the New York State Teachers' Retirement System (TRS) and who files an irrevocable letter of resignation with the Superintendent or his/her designees no later than February 1, will be eligible for payment.

Those planning to retire on a date other than the end of the school year must notify the district 5 months prior to the anticipated date of retirement. Unit members who fail to meet the requirements or deadlines will forfeit their right to receive a retirement incentive payment.

Upon the NSEA's recommendation and at the District's discretion, the 5 month requirement may be waived, in case of serious illness or other life changing events.

20.3 403(B) CONTRIBUTIONS

The District and Association agree that the Retirement Incentive Payment specified in Article 20 of the Agreement will become a non-elective employer contribution to a 403(b) plan of the unit member's choosing. The contribution will be in accordance with the IRS Codes, rules and regulations. The contribution will be available to all unit members eligible as specified in Article 20.2. The contribution will be remitted within thirty (30) days of the unit member's retirement date.

The District will pay any excess over the IRS limits as compensation to the unit member within 30 days of the unit member's retirement date.

Employer contributions for Tier I members with membership dates prior to June 17, 1971, will be reported to the NYSTRS as non-regular compensation. Compensation exceeding the 403(b) limits will be reported as non-regular compensation to NYSTRS.

Unit members will be provided the opportunity to make changes to their current 403(b) plans and/or designate a new carrier. In the event that a unit member does not choose any 403(b) plan carrier, the District and the Association mutually agree that the NYSUT designated company will be designated as the "default carrier".

20.4 OCCUPATIONAL THERAPISTS AND PHYSICAL THERAPISTS

All time lines and conditions of Articles 20.1, 20.2 and 20.3 will apply to bargaining unit members who are Occupational and Physical Therapists, with the exception that these bargaining unit members must qualify to receive immediate retirement benefits with the New York State Employee's Retirement System.

20.5 NURSES

Articles 20.1, 20.2, and 20.3 will not apply to a bargaining unit member who is a registered nurse. The District will provide a retirement incentive for eligible nurses subject to the conditions of this article. Eligible nurses will receive a one-time, lump sum retirement incentive payment based on accumulated unused personal illness and/or family death or illness days to a maximum of 250 days. If a total of 250 days has been accumulated, the maximum payment will be \$17,500. If less than 250 days, the payment will be:

- 1 - 150 days - \$35.00 a day
- 151 - 200 days - \$40.00 a day
- 201 - 250 days - \$70.00 a day

Any nurse who qualifies to receive immediate retirement benefits through the New York State Employees' Retirement System and who files an irrevocable letter of resignation no later than February 1 will be eligible for the payment. Those planning to retire on a date other than the end of the school year must notify the district 5 months prior to the anticipated date of retirement. Unit members who fail to meet the requirements or deadlines will forfeit their right to receive a retirement incentive payment.

Upon the NSEA's recommendation and at the District's discretion, the 5 month requirement may be waived, in case of serious illness or other life changing events.

ARTICLE 21 **EXTRA SERVICE**

21.1 PROFESSIONAL SERVICE

Bargaining unit members involved with providing extra professional services as identified below will be compensated at an hourly rate of \$28.14 for 2015-2016, \$28.98 for 2016-2017, \$29.85 for 2017-2018, and \$30.75 for 2018-2019

A. Curriculum

Curriculum writing or planning which requires professional skills, knowledge or expertise and is conducted outside of the regular work day or year will require prior approval of the Superintendent.

B. Building Planning Team

Bargaining unit members who work outside the 186 day calendar on developing, instituting, or evaluating Action Plans must have prior approval of the Building Planning Team, the District Steering Committee and the Superintendent.

C. Parent Conferences/Kindergarten Screening

Regularly scheduled evening Parent Conferences and Kindergarten Screening held outside the school day and/or school year will be paid at this rate.

21.2 SUPERVISORY SERVICE

Bargaining unit members who supervise students after school hours shall be compensated at the hourly rate of \$19.60 for 2015-2016, \$20.19 for 2016-2017, \$20.80 for 2017-2018, and \$21.42 for 2018-2019.

21.3 FUNCTIONAL SERVICES

Bargaining unit members who hold positions functional to activities (e.g. ticket sales, ticket taking, time keeping, score keeping, etc.) shall be compensated at the hourly rate of

\$17.42 for 2015-2016, \$17.94 for 2016-2017, \$18.48 for 2017-2018, and \$19.03 for 2018-2019.

21.4 INSTRUCTIONAL SERVICES

- A. Bargaining unit members who serve as instructors in the District Inservice Program shall be compensated at an hourly rate of \$38.27 for 2015-2016, \$39.42 for 2016-2017, \$40.60 for 2017-2018, and \$41.82 for 2018-2019.
- B. Homebound instruction shall be under the direction of the Office of Diverse Learning and Support and requires the approval of the Executive Director for Instruction and will be compensated at the rate of \$30.80 for 2015-2016, \$31.72 for 2016-2017, \$32.67 for 2017-2018, and \$33.65 for the 2018-2019 school year.
- C. Mileage will be reimbursed at the current Internal Revenue Service rate.
- D. No teacher shall be required to stay in the home of a child unless a parent or guardian is present. Should a parent or guardian not be present when the teacher arrives, the teacher shall leave. The teacher shall report the incident to the Office of Diverse Learning and Support and shall be compensated for one (1) hour of instruction. To keep such instances to an absolute minimum, advance home-school contact should be made whenever possible.

21.5 INSERVICE COURSES

- A. Definition: Inservice is training received by members of the District's staff, either during the school day, with release time, or outside of the regular teaching day, with pay, which could impact on classroom management, strategies, and/or the quality of instruction by those staff members.
- B. Categories: All inservice activities fall within one (1) of the following categories:

1. Regular Inservice: occurring either during the school day with release time provided or outside of the regular teaching day with pay.
2. Required Inservice: occurring as required during regular working hours (e.g. Superintendent's Conference Days).

C. General Statements:

1. All inservice, both regular and required, must be sponsored either directly or indirectly by the school district.
2. All regular inservice outside the normal teaching day shall be voluntary, except in cases of remediation evaluation, where it may be prescriptive.
3. Regular inservice courses shall be conducted based on appropriate needs assessments, which shall include staff input.
4. Up to thirty (30) minutes of inservice shall be permitted during department/staff meetings. Inservice training shall be conducted on a strictly voluntary basis during time which would normally be free for bargaining unit member use.

- D. 1. Bargaining unit members who have received prior approval for participation from the Assistant Superintendent for Instruction and who satisfactorily complete the District's requirements for courses offered in the Inservice Program shall be compensated at \$31.77/hr to a total of \$648.80 in 2015-2016, \$32.72/hr to a total of \$668.26 in 2016-2017, \$33.70/hr to a total of \$688.31 in 2017-2018, and \$34.71/hr to a total of \$708.96 in 2018-2019. Payment shall not be allowed for any inservice course offered within the regular school day. See Payment Options, Article 9.21.C.
2. Approved inservice hours submitted prior to June 15 shall be compensated from the current school year's inservice allotment.

Approved inservice hours submitted after June 15 shall be compensated from the following school year's inservice allotment.

- E.
 - 1. Pay for preparation for first time workshops shall be double the workshop hours, i.e. 6 hours of planning and preparation shall be permitted, as a minimum, for a 3 hour workshop.
 - 2. Pay for preparation for a repeat workshop shall be .5 of the hours for the workshop, i.e. 1.5 hours of preparation shall be permitted, as a minimum for a 3 hour workshop.
 - 3. It is expected that full-time Professional Developers will prepare primarily during the workday, setting aside time for such preparation, for both workshops and trainings and matters related to State Assessments. However, with advance approval from the Assistant Superintendent for Instruction, pay for planning and preparation according to the guidelines above may be permitted.

21.6 ELEMENTARY INTERVENTION PROGRAM

A. Posting

Postings will be building specific and only teachers within that particular building will be eligible to respond.

B. Positions will be awarded according to seniority in the following order:

- 1. The specific grade level of the tutoring program.
- 2. The grade level most closely linked to the students involved in the tutoring program.

C. Work Day

Tutoring sessions will take place at one of the following times:

- 1. At the K-4 buildings, 8:00-9:00 a.m. with the teacher

workday being 7:30 a.m. to 4:00 p.m. or 8:00 a.m. to 4:30 p.m., or

2. At the K-4 buildings, 3:30-4:00 p.m., with the teacher work day being 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m.
3. At the middle school level, 3:00-4:00 p.m. with the teacher workday being 7:40 a.m. to 4:15 p.m. or 7:25 a.m. to 4:00 p.m.

D. Compensation

1. Teachers shall be compensated according to the hourly rate of pay for the ESD program, calculated according to the following formula.
Daily ESD rate = $1/76 \times 10\%$ of the teacher's yearly salary
Hourly rate = $2/3$ of the daily ESD rate
2. Hours will be turned in on a bi-weekly basis to the building principal and forwarded to payroll.

21.7 AFTER SCHOOL TEST PREP PROGRAM, MIDDLE SCHOOL LEVEL

- A. Sessions will be held from 3:10 – 4:10, two (2) times per week, for a total of 12 sessions. Rate of pay is \$40.00 per hour.
- B. Teachers will be given two (2) hours of preparation time prior to the beginning of the program, at the same rate of pay as above.
- C. Teachers at each grade level who are willing to participate (grades 5, 6, & 7) will hold sessions for students at that specific grade level.

21.8 JUNIOR HIGH AIS PROGRAM

- A. Postings will be building specific and only teachers within that particular building are eligible to respond.

- B. Positions will be awarded according to seniority in the following order:
Current AIS Teachers,
Teachers currently teaching related courses,
Teachers currently teaching in other tenure areas who hold additional certification in the given area.
- C. Work Day: Sessions will take place at the end of the student day, one day per week, with the teacher workday being extended by a total of 25 minutes on that given day. The additional time may be added prior to or at the end of the usual workday, or in combination.
- D. Compensation: Teachers shall be compensated according to the hourly rate of pay for the ESD program, calculated according to the following formula:

Daily ESD rate = $1/76 \times 10\%$ of the teacher's yearly salary

Hourly rate = $2/3$ of the daily ESD rate.

21.9 JUNIOR/SENIOR HIGH INTERVENTION PROGRAM

- A. Postings will be building specific and only teachers within that particular building will be eligible to respond.
- B. Positions will be awarded according to seniority:
The specific course/subject area of the tutoring program,
or
The course/subject area most closely linked to the students involved in the tutoring program.
- C. Work Day: Tutoring session shall be one hour in length following the end of the regular workday.
- D. Compensation: Teachers shall be compensated according to the hourly rate of pay for the ESD program, calculated according to the following formula:

Daily ESD rate = $1/76 \times 10\%$ of the teacher's yearly salary

Hourly rate = $2/3$ of the daily ESD rate.

21.10 REGENTS REVIEW CLASSES, BEYOND THE REGULAR WORKDAY

- A. Posting: Postings will be specific to the certification area for the particular regents exam.
- B. Appointments: Positions will be awarded according to seniority in the following order:
 - Teachers currently teaching the particular regents class.
 - Teachers certified to teach the particular regents class.
- C. Compensation: Teachers shall be compensated according to the hourly rate of pay for the ESD Program, calculated according to the following formula:

Daily ESD rate = $1/76 \times 10\%$ of the teacher's yearly salary.
Hourly rate = $2/3$ of the daily ESD rate.

21.11 SAT PREPARATION COURSE

- A. The SAT Preparation Course is to be offered on Saturday mornings.
- B. The classes will be 1-1/2 hours in length.
- C. The rate of pay will be \$40.00 per hour. Each teacher will be compensated for a two-hour period of time, i.e. 1-1/2 hours of teaching and 1/2 hour planning.

21.11.1 Practice Scholastic Aptitude Test (PSAT)

- A. Bargaining unit members proctoring PSAT's on Saturdays shall be entitled to extra pay at the rate of \$28/hour for 2015-2016, \$29/hr for 2016-2017, \$30/hr for 2017-2018, and \$31/hr for 2018-2019.
- B. Bargaining unit members who assist proctors by supervising PSAT's on Saturdays shall be entitled to extra pay at the Supervisory Service rate listed in Article 21.2 of the Teachers Contract Agreement.

- C. Bargaining unit members serving as the coordinator of PSAT's shall be entitled to an annual stipend of \$500.

21.11.2 Advanced Placement (AP) Exams

- A. Bargaining unit members proctoring AP exams before and after school shall be entitled to extra pay at the rate of \$28/hr for 2015-2016, \$29/hr 2016-2017, \$30/hr for 2017-2018, and \$31/hr for 2018-2019.
- B. Bargaining unit members serving as the coordinator of AP exams shall be entitled to an annual stipend of \$1,000.

21.12 EXTENDED SCHOOL DAY

- A. Appointments

A teacher for any Extended School Day (ESD) course shall be selected according to the following criteria in the order of (1) through (4).

1. The teacher who has successfully taught the course for the longest length of time in the ESD program.
2. The most senior teacher who has successfully taught the same course in the regular program.
3. The most qualified District teacher currently teaching in the required tenure area.
4. The most qualified teacher in the required tenure area from outside the District.

- B. Compensation

Annual compensation for ESD teachers shall be calculated on the basis of 1/10 of the teacher's 10 month salary for each ESD class taught. Two one (1) and one-half (1/2) hour sessions shall constitute one class.

If classes should occur for one semester, or are limited to one session per week, the salary shall be prorated based on 1/10 of the teacher's 10 month salary.

C. Salary Payment

Salary shall be paid on a biweekly basis, with the employee's individual, selected rate of taxation applied to the salary.

D. ESD Calendar

ESD instruction shall begin the first full week of regular school and shall end the day preceding the commencement of school exams. ESD semesters shall coincide with the regular school day semesters.

21.13 SCORING STATE ASSESSMENTS

- A. When a teacher is requested by an administrator to work beyond their 7.5 hour workday for the purpose of scoring state assessments and the teacher agrees, the teacher will be paid the pro-rated hourly rate based on 1/200th of the base salary for new teachers:

2015-16	\$31.92 per hour
2016-17	\$32.88 per hour
2017-18	\$33.87 per hour
2018-19	\$34.89 per hour

- B. The above rates apply when teachers work beyond the 7.5 hour workday with the agreed upon work year as specified in Article 23.1 of the Teacher Contract Agreement.

21.14 MENTORING

The parties will continue the joint committee comprised of two District administrators and two NSEA representatives to develop and implement a mentoring program. The parties will review the mentoring program annually in accordance with Commissioner's Regulations 100.2. Mentor training conducted outside the regular work day/year will be compensated at the staff development inservice pay rate specified in Article 21.5 of this Agreement. Each mentor will receive an annual stipend of \$500, if they are assigned a mentee.

ARTICLE 22

CO-CURRICULAR ACTIVITIES

22.1 GUIDELINES

- A. The Association recognizes that the District has the right to establish new, or to discontinue current programs.
- B. The placement of an activity in a particular group under this contract is negotiable with the Association.
- C. All compensation for positions must be arranged through the negotiations process.
- D. The head of each activity shall complete a co-curricular evaluation form (shown as Exhibit B) for each staff member of that activity.
- E. The head of each activity shall conduct interviews of bona fide applicants and make recommendations to the appropriate administrator concerning the auxiliary staff who will work with him/her.
- F. All co/extra-curricular positions listed in the NSEA contract are bargaining unit positions. When vacancies occur, positions designated in Co-Curricular Pay Schedule I and II shall be posted District-wide. If a building is designated in the contract, a bargaining unit member from that building will be given preference.
Positions listed in Co-Curricular Pay Schedule III and IV will be posted at the designated building level. If the position is not filled from that building, the position will be posted District-wide.

Positions in Co-Curricular Pay Schedule filled by non-bargaining unit members shall be posted on an annual basis. It is further understood that non-bargaining unit members who are incumbents and who reapply in a year directly following the year in which they held the positions, will receive the same consideration as a bargaining unit member who applies.

- In the event of a vacancy, one (1) co-curricular position on an annual basis may be awarded to a non-bargaining unit member rather than a bargaining unit member, at the discretion of the Superintendent, provided that Superintendent submits documentation to the Association demonstrating that the non-bargaining unit member candidate is more qualified based on experience and training.
- G. Payments for all services related to co-curricular activities at the middle school level shall be based on the contractual rate.
 - H. If a co-curricular program exceeds the expected duration (i.e. extra competitions or events) the instructors of that program shall be compensated by the per diem rate of their co-curricular salary.
 - I. Any co-curricular activity that fails to exceed a minimum number of participants by the completion of the second week may be cancelled by the District, with the coach/director/advisor being compensated for the two (2) week program, at a per diem rate of their previously agreed upon salary.
 - J. Co-Curricular activities pay will be increased by 3.25% in 2015-2016, 3% in 2016-2017, 3% in 2017-2018, and 3% in 2018-2019.
 - K. All bargaining unit members in co/extra-curricular positions are required to have AED training. The District shall provide the opportunity for CPR/AED training to all bargaining unit members. For those bargaining unit members required to be CPR and/or AED certified but are not currently CPR/AED certified, CPR/AED training will be made available during the regular work day. For all other bargaining unit members who volunteer to participate in CPR/AED training, such training will be available during the regular work day, after regular work day hours, and during the summer.

Bargaining unit members attending CPR/AED training beyond regular workday hours shall be compensated according to the inservice pay rate and procedures set forth in Article 21.5. For the purposes of CPR/AED training only, maximums set forth in Article 21.3 shall be waived. The District will pay for training materials and certification cards for all CPR/AED District sponsored or approved training sessions.

The District shall be responsible for the maintenance and security of all AED's in the District, and shall communicate the location of AED's District wide, to all bargaining unit members appropriately trained and certified in AED operation.

The District will indemnify, save harmless, and defend its employees from claims, suits, actions, and legal proceedings brought by third parties against the employee in his or her capacity when using CPR or AED, provided the employee has successfully completed District sponsored or District approved training in the use of CPR and AED, and has maintained such certification through the American Red Cross, the American Heart Association or other District designated organizations. Such employee protection as referenced above shall be the same protections as are afforded under Education Law 3023 and 3811 whether or not such laws actually apply to the employees utilizing AED and performing CPR, provided that the employee is acting within the scope of his/her employment or the employee acts voluntarily on school property or at a District sponsored event or activity.

- L. Minimum number of participants for athletic programs:
See chart on next page.

INTERSCHOLASTIC

SPORT	SR. HIGH	JR. HIGH	INTRAMURAL	2 COACHES	3 COACHES
Archery	8	12			
Baseball	15	15	20	30	
Basketball	10	10	25	40	
Bowling	8	8			
Cross Country	8	8			
Football (Tackle)	20	22	22	27	45
Football (Flag)			18	31	
Golf	6	6			
Gymnastics	10	10		27	
Field Hockey	15	15		40	
Lacrosse	15	15		27	
Soccer	15	15		40	80
Softball	15	15	20	30	
Swimming	15	15			
Tennis	6	8			
Track	15	15		27	80
(indoor/Outdoor) Volleyball	10	10		35	
Wrestling	15	10		27	45

ENTRY LEVELS FOR CO-CURRICULAR PAY

I. ATHLETICS

	YEAR	15-16	16-17	17-18	18-19
	%	3.25%	3%	3%	3%
POSITIONS	BASE	\$ 6,629	\$ 6,828	\$ 7,033	\$ 7,244
FALL COACHES	INDEX	BASE PAY	BASE PAY	BASE PAY	BASE PAY
Head Varsity Football	1.00	\$ 6,629	\$ 6,828	\$ 7,033	\$ 7,244
Varsity Asst Football	0.80	\$ 5,303	\$ 5,462	\$ 5,626	\$ 5,795
Varsity Asst Football	0.80	\$ 5,303	\$ 5,462	\$ 5,626	\$ 5,795
Head JV Football	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
JV Asst Football	0.70	\$ 4,640	\$ 4,780	\$ 4,923	\$ 5,071
JV Asst Football	0.70	\$ 4,640	\$ 4,780	\$ 4,923	\$ 5,071
Head Freshman Football	0.70	\$ 4,640	\$ 4,780	\$ 4,923	\$ 5,071
Freshman Asst Football	0.60	\$ 3,977	\$ 4,097	\$ 4,220	\$ 4,346
Head Modified Football	0.60	\$ 3,977	\$ 4,097	\$ 4,220	\$ 4,346
Modified Asst Football	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Varsity Girls Swimming	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head Girls Modified Swimming	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Varsity Girls Tennis	0.67	\$ 4,441	\$ 4,575	\$ 4,712	\$ 4,853
Head JV Girls Tennis	0.57	\$ 3,779	\$ 3,892	\$ 4,009	\$ 4,129
Head Varsity Boys Volleyball	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head JV Boys Volleyball	0.72	\$ 4,773	\$ 4,916	\$ 5,064	\$ 5,216
Head Varsity Cheerleading	0.67	\$ 4,441	\$ 4,575	\$ 4,712	\$ 4,853
Head JV Cheerleading	0.57	\$ 3,779	\$ 3,892	\$ 4,009	\$ 4,129
Head Varsity Boys Soccer	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head JV Boys Soccer	0.72	\$ 4,773	\$ 4,916	\$ 5,064	\$ 5,216
Head Modified Boys Soccer	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Modified Boys Soccer	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Varsity Girls Soccer	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head JV Girls Soccer	0.72	\$ 4,773	\$ 4,916	\$ 5,064	\$ 5,216
Head Modified Girls Soccer	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Modified Girls Soccer	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Varsity Field Hockey	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head JV Field Hockey	0.72	\$ 4,773	\$ 4,916	\$ 5,064	\$ 5,216
Head Modified Field Hockey	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Modified Field Hockey	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Varsity X-Country	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head Boys JV X-Country	0.72	\$ 4,773	\$ 4,916	\$ 5,064	\$ 5,216
Head Girls JV X-Country	0.72	\$ 4,773	\$ 4,916	\$ 5,064	\$ 5,216

Head Modified X-Country	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Asst Modified X-Country	0.48	\$ 3,182	\$ 3,277	\$ 3,376	\$ 3,477
Head Boys Varsity Golf	0.67	\$ 4,441	\$ 4,575	\$ 4,712	\$ 4,853
Head Boys Varsity Golf	0.67	\$ 4,441	\$ 4,575	\$ 4,712	\$ 4,853
Head Varsity Girls Volleyball	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head JV Girls Volleyball	0.72	\$ 4,773	\$ 4,916	\$ 5,064	\$ 5,216
HS Faculty Manager	1.00	\$ 6,629	\$ 6,828	\$ 7,033	\$ 7,244

WINTER COACHES	INDEX	BASE PAY	BASE PAY	BASE PAY	BASE PAY
Head Boys Varsity Basketball	1	\$ 6,629	\$ 6,828	\$ 7,033	\$ 7,244
Head JV Boys Basketball	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head Modified Boys Basketball	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Modified Boys Basketball	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Girls Varsity Basketball	1.00	\$ 6,629	\$ 6,828	\$ 7,033	\$ 7,244
Head JV Girls Basketball	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head Modified Girls Basketball	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Modified Girls Basketball	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Boys Varsity Bowling	0.45	\$ 2,983	\$ 3,073	\$ 3,165	\$ 3,260
Head Girls Varsity Bowling	0.45	\$ 2,983	\$ 3,073	\$ 3,165	\$ 3,260
Head Varsity Cheerleading	0.67	\$ 4,441	\$ 4,575	\$ 4,712	\$ 4,853
Head JV Cheerleading	0.57	\$ 3,779	\$ 3,892	\$ 4,009	\$ 4,129
Head Varsity Indoor Track	1.00	\$ 6,629	\$ 6,828	\$ 7,033	\$ 7,244
Varsity Asst Indoor Track	0.80	\$ 5,303	\$ 5,462	\$ 5,626	\$ 5,795
Varsity Asst Indoor Track	0.80	\$ 5,303	\$ 5,462	\$ 5,626	\$ 5,795
Varsity Asst Indoor Track	0.80	\$ 5,303	\$ 5,462	\$ 5,626	\$ 5,795
Head Modified Girls Volleyball	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Modified Girls Volleyball	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Varsity Wrestling	1.00	\$ 6,629	\$ 6,828	\$ 7,033	\$ 7,244
Head JV Wrestling	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head Modified Wrestling	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Varsity Boys Swimming	1.00	\$ 6,629	\$ 6,828	\$ 7,033	\$ 7,244
Head Modified Boys Swimming	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Varsity Boys Ice Hockey	1.00	\$ 6,629	\$ 6,828	\$ 7,033	\$ 7,244
HS Faculty Manager	1.00	\$ 6,629	\$ 6,828	\$ 7,033	\$ 7,244

SPRING COACHES	INDEX	BASE PAY	BASE PAY	BASE PAY	BASE PAY
Head Varsity Baseball	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head JV Baseball	0.72	\$ 4,773	\$ 4,916	\$ 5,064	\$ 5,216
Head Modified Baseball	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Modified Baseball	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622

Head Varsity Softball	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head JV Softball	0.72	\$ 4,773	\$ 4,916	\$ 5,064	\$ 5,216
Head Modified Softball	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Modified Softball	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Varsity Girls Golf	0.67	\$ 4,441	\$ 4,575	\$ 4,712	\$ 4,853
Head Varsity Boys Tennis	0.67	\$ 4,441	\$ 4,575	\$ 4,712	\$ 4,853
Head Varsity Girls Lacrosse	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head JV Girls Lacrosse	0.72	\$ 4,773	\$ 4,916	\$ 5,064	\$ 5,216
Head Modified Girls Lacrosse	0.60	\$ 3,977	\$ 4,097	\$ 4,220	\$ 4,346
Head Modified Girls Lacrosse	0.60	\$ 3,977	\$ 4,097	\$ 4,220	\$ 4,346
Head Varsity Boys Lacrosse	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Head JV Boys Lacrosse	0.72	\$ 4,773	\$ 4,916	\$ 5,064	\$ 5,216
Head Modified Boys Lacrosse	0.60	\$ 3,977	\$ 4,097	\$ 4,220	\$ 4,346
Head Modified Boys Lacrosse	0.60	\$ 3,977	\$ 4,097	\$ 4,220	\$ 4,346
Head Varsity Track	0.85	\$ 5,635	\$ 5,804	\$ 5,978	\$ 6,157
Varsity Asst Track	0.68	\$ 4,508	\$ 4,643	\$ 4,782	\$ 4,926
Varsity Asst Track	0.68	\$ 4,508	\$ 4,643	\$ 4,782	\$ 4,926
Varsity Asst Track	0.68	\$ 4,508	\$ 4,643	\$ 4,782	\$ 4,926
Head Modified Boys Track	0.60	\$ 3,977	\$ 4,097	\$ 4,220	\$ 4,346
Asst Modified Boys Track	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
Head Modified Girls Track	0.60	\$ 3,977	\$ 4,097	\$ 4,220	\$ 4,346
Asst Modified Girls Track	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
HS Faculty Manager	1.00	\$ 6,629	\$ 6,828	\$ 7,033	\$ 7,244

SUMMER COACHES

HS Faculty Manager	0.50	\$ 3,315	\$ 3,414	\$ 3,517	\$ 3,622
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EXTENDED SEASON PAY # of Days

Fall Season (11 weeks)	66	
Winter Season (14 weeks)	84	E.S.P = Salary/#of days*# of days worked
Spring Season (12 weeks)	72	

Extra pay will be granted to those coaches deemed necessary to continue on with their respective seasons for either team or individual competition. The end of their regular season shall be defined as the contest at which the team concludes its team competitions without continuing on to post season competitions, for most teams this will be once their sectional team play is concluded. For sports that have individual qualifiers for state competition, extra pay will begin after the TEAM sectional competitions have concluded.

	15-16	16-17	17-18	18-19
	3.25%	3%	3%	3%
II. MUSIC				
POSITION	INDEX	BASE PAY	BASE PAY	BASE PAY
Director- Marching Band(Sr High)	1.00	\$6,629	\$6,828	\$7,033 \$7,244
Assistant Director- Marching band(Sr High)	0.80	\$5,303	\$5,462	\$5,626 \$5,795
Director -Dance Ensemble(Sr High)	0.85	\$5,635	\$5,804	\$5,978 \$6,157
Director-Color Guard(Sr High)	0.72	\$4,773	\$4,916	\$5,064 \$5,215
Director Color Guard (Jr high)	0.72	\$4,773	\$4,916	\$5,064 \$5,215
Director-Symphonic Band	0.45	\$2,983	\$3,073	\$3,165 \$3,260
Support Personnel (upto 7)- marching Band (Sr High)	0.45	\$2,983	\$3,073	\$3,165 \$3,260
Director of Stage Band (Sr High)	0.45	\$2,983	\$3,073	\$3,165 \$3,260
Director of Festival Band (Jr High)	0.26	\$1,724	\$1,775	\$1,829 \$1,883
Director of Vocal Jazz (Sr High)	0.45	\$2,983	\$3,073	\$3,165 \$3,260
Director of Vocal Jazz (Jr High)	0.26	\$1,724	\$1,775	\$1,829 \$1,883
Support Color Guard -1 each (Jr/Sr High)	0.30	\$1,989	\$2,048	\$2,110 \$2,173
Director String Chamber (Jr High)	0.26	\$1,724	\$1,775	\$1,829 \$1,883
Director -Pop Strings Quartet (Sr High)	0.26	\$1,724	\$1,775	\$1,829 \$1,883
Director Of Brass Ens (Sr High)	0.26	\$1,724	\$1,775	\$1,829 \$1,883
Director Drumline	0.45	\$2,983	\$3,073	\$3,165 \$3,260

Plus 3% for each year of experience credited for initial placement up to twelve(12) years. Music Programs at the middle Schools (4 positions each), will be paid fifty (50) hours at the instructional rate.

III. PERFORMING ARTS

POSITION	INDEX	BASE PAY	BASE PAY	BASE PAY
Director Drama (Fall-Sr High)	0.60	\$3,977	\$4,097	\$4,220 \$4,346
Director Musical (Spring-Sr High)	0.60	\$3,977	\$4,097	\$4,220 \$4,346
Director Drama for Musical (Spring-Sr High)	0.60	\$3,977	\$4,097	\$4,220 \$4,346
Support Staff Musical (Jr High)	0.10	\$663	\$683	\$703 \$724
Director -Drama Production (Jr High/MS)	0.45	\$2,983	\$3,073	\$3,165 \$3,260
Support Staff Musical (CNS)-Choreographer	0.26	\$1,724	\$1,775	\$1,829 \$1,883
Support Staff Musical (CNS)-technical assistant	0.14	\$928	\$956	\$985 \$1,014
Support Staff Musical (CNS)-orchestra conductor	0.14	\$928	\$956	\$985 \$1,014

Plus 3% for each year of experience credited for initial placement up to twelve (12) years.

IV. GENERAL SERVICES

POSITION	INDEX	BASE PAY	BASE PAY	BASE PAY
Advisor-Yearbook (Sr High 2)	0.72	\$4,773	\$4,916	\$5,064 \$5,215
Advisor-Student Government (Sr High)	0.72	\$4,773	\$4,916	\$5,064 \$5,215
Advisor- Yearbook (Jr High 2)	0.60	\$3,977	\$4,097	\$4,220 \$4,346
Advisor-Student Government (Jr High)	0.50	\$3,315	\$3,414	\$3,516 \$3,622

Advisor-Senior Class (2)	0.56	\$3,712	\$3,824	\$3,938	\$4,056
Advisor- Junior Class (2)	0.45	\$2,983	\$3,073	\$3,165	\$3,260
Advisor-Student Government(MS)	0.50	\$3,315	\$3,414	\$3,516	\$3,622
Advisor Yearbook (MS)	0.45	\$2,983	\$3,073	\$3,165	\$3,260
Advisor Honor Society (Sr. High)	0.45	\$2,983	\$3,073	\$3,165	\$3,260
Advisor -Sophomore Class(2)	0.26	\$1,724	\$1,775	\$1,829	\$1,883
Advisor-9th	0.45	\$2,983	\$3,073	\$3,165	\$3,260
Advisor-Honor Society (Jr High)	0.26	\$1,724	\$1,775	\$1,829	\$1,883
Advisor UMOJA (Sr High)	0.26	\$1,724	\$1,775	\$1,829	\$1,883
Advisor -Computer Club (MS)	0.26	\$1,724	\$1,775	\$1,829	\$1,883
Advisor -DECA (SR High)	0.26	\$1,724	\$1,775	\$1,829	\$1,883
Advisor -SADD	0.26	\$1,724	\$1,775	\$1,829	\$1,883
Advisor-FCCLA	0.13	\$862	\$888	\$914	\$942
Advisor-Science Olympiad	0.26	\$1,724	\$1,775	\$1,829	\$1,883
Advisor -GSA	0.26	\$1,724	\$1,775	\$1,829	\$1,883
Webmaster (4 other)	0.26	\$1,724	\$1,775	\$1,829	\$1,883
Webmaster (6 elem)	0.14	\$928	\$956	\$985	\$1,014

Student Account Manager(Sr High) .2 FTE, reduction in Teaching Load

22.2 GENERAL SERVICES

- A. The Association recognizes that the District has the right to establish new, or to discontinue current programs.
- B. Newly created General Service positions must be approved by the Assistant Superintendent for Instruction.
- C. Such newly created positions shall be remunerated at .10 index, or as noted below:

15-16	\$19.28	\$691
16-17	\$19.86	\$712
17-18	\$20.46	\$734
18-19	\$21.07	\$757

- D. Postings for positions will be as per Article 22.1.F.
- E. The District reserves the right to establish the number of hours per activity.

ARTICLE 23 **CALENDAR**

23.1 WORK YEAR

- A. There shall be a maximum of one hundred eighty-six (186) days of work between September 1st and June 30th. However, in years where the Thursday before Labor Day falls before September 1, the District may conduct professional development on said day.
- B. The District shall prepare a calendar identifying the workdays. Once the calendar is adopted, new workdays will not be added except to comply with the conditions set forth in Article 23.3.
- C. Prior to September 15th of each school year, the District and the Association shall mutually agree to the purpose of each Superintendent's Conference and Staff Development Day scheduled for that school year.

- D. In preparing the calendar for the following school year, the New York State Department of Education regulations will be followed for scheduling students on days when kindergartens are limited to one half (1/2) day sessions.

23.2 HOLIDAYS

- A. The following holidays (listed below) shall be reflected in the school calendar.
1. Labor Day
 2. Columbus Day - as observed
 3. Veterans Day - as observed
 4. Thanksgiving
 5. Day after Thanksgiving
 6. Christmas
 7. Day after Christmas
 8. New Year's Day
 9. Famous American's Day - as observed
 10. Good Friday
 11. Memorial Day
- B. A Christmas, a mid-winter, an Easter and/or a Spring recess will be a part of the calendar. The dates for such recesses will be identified in the calendar, subject to adjustments that become necessary as a result of emergency closings. It is understood that the mid-winter recess will only be scheduled if such a recess is a part of the BOCES calendar. The District agrees to recommend and vote that a mid-winter recess be part of the BOCES calendar.

23.3 Emergency closing days will not be made up unless the projected number of state available days falls below one hundred eighty (180), in which case extra days will be added to the calendar only to the extent that it is necessary to bring the projected number of state available days for the year up to one hundred eighty (180).

23.4 In the event that there are two (2) or more unused emergency closing days by April 15th, one (1) of those days shall be added to the Memorial Day Holiday.

ARTICLE 24
ADMINISTRATION OF AGREEMENT

24.1 COPIES OF AGREEMENT

The Association will bear the responsibility of the costs and printing of the Contract. Copies will be provided for the Superintendent, his/her chief negotiator, and each building administrator. The District will pay the pro-rated cost for any additional copies it requests.

24.2 SAVING CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

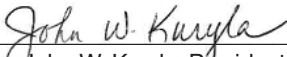
24.3 DURATION

The provisions of the Agreement shall be effective July 1, 2015 (except as otherwise provided in this agreement) and shall remain in full force and effect until June 30, 2019.

24.4 TAYLOR LAW AMENDMENT

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

IN WITNESS WHEREOF, the parties have here unto set their hands and seals this 1st day of July, 2015.



John W. Kuryla, President
North Syracuse Education Association



Annette Speech, Superintendent
North Syracuse Central Schools



Connie Gibson, District Clerk

EXHIBIT A

Peer Coaching Procedures

- . To select this professional performance option, a bargaining unit member must have completed the four day North Syracuse Central School District Peer Coaching Training Program.
- . Phases I through III as outlined in the North Syracuse Central School District Peer Coaching Training manual must be completed within the first school year in which peer coaching has been selected.
- . Phases IV and V are optional the first year of peer coaching.

EXHIBIT B

This form is to be completed by the Head Coach or Director for each staff member of the co-curricular activity. For the Head Coach or Director of the activity the form will be completed by the Director of Athletics or appropriate building administrator.

NORTH SYRACUSE CENTRAL SCHOOLS

Activity _____ Date _____

CO-CURRICULAR EVALUATION

Staff Member/Instructor _____ Evaluator _____

Position _____

PREVIOUS CO-CURRICULAR EXPERIENCE

Activity _____ Level _____ Years _____

RATING SCALE:	4 Commendable	3 Satisfactory
	2 Needs Improvement	1 Unacceptable

1. PERSONAL QUALITIES

A. Characteristics

- | | | | | | |
|--|---|---|---|---|----|
| 1. Ethics – maintains the ethics of good sportsmanship, honesty, integrity | 4 | 3 | 2 | 1 | NA |
| 2. Punctuality – attendance at all meetings & events, performances, practices, duties | 4 | 3 | 2 | 1 | NA |
| 3. Conduct – demonstrates professionalism, good judgement, ability to make decisions | 4 | 3 | 2 | 1 | NA |
| 4. Dependability – can be counted on to complete tasks, responsibilities | 4 | 3 | 2 | 1 | NA |
| 5. Interpersonal Relations – ability to communicate with students, parents, faculty, administration, demonstrate understanding & flexibility | 4 | 3 | 2 | 1 | NA |

COMMENTS:

B. Personal Habits

- | | | | | | |
|---|---|---|---|---|----|
| 1. Commitment – level of dedication to activity | 4 | 3 | 2 | 1 | NA |
| 2. Attitude – demonstrates & injects a positive enthusiastic attitude | 4 | 3 | 2 | 1 | NA |
| 3. Initiative – maintains self-motivation & resourcefulness, adapts to situations | 4 | 3 | 2 | 1 | NA |
| 4. Organization – uses time & personnel efficiently | 4 | 3 | 2 | 1 | NA |
| 5. Goals – sets goals & objectives & strives to attain them | 4 | 3 | 2 | 1 | NA |

COMMENTS:

2. PROFESSIONAL QUALITIES

A. Expertise in Activity

1.	Demonstrates broad knowledge of the activity	4	3	2	1	NA
2.	Implements strategies which teach necessary skills & techniques	4	3	2	1	NA
3.	Develops specific, organized plans	4	3	2	1	NA
4.	Ability to transfer knowledge to students as skills and techniques	4	3	2	1	NA
5.	Presents a progression of learning in development of fundamentals	4	3	2	1	NA
6.	Exhibits an understanding of strategies/management for activity	4	3	2	1	NA
7.	Instills a "Team" attitude in students	4	3	2	1	NA
8.	Teaching methods develop positive self-esteem/pride in self	4	3	2	1	NA
9.	Demonstrates a concern for safety through proper conditioning, injury prevention & care	4	3	2	1	NA
10.	Actively encourages student participation in activity	4	3	2	1	NA
11.	Keeps abreast of new trends, developments, techniques	4	3	2	1	NA
12.	Discipline is firm but fair	4	3	2	1	NA
13.	Understands and fulfills role in development of overall program	4	3	2	1	NA

COMMENTS:

B. Administrative Duties/Organization

1.	Supervision – supervision of facilities & students	4	3	2	1	NA
2.	Equipment – distribution of supplies/equipment, collection, inventory	4	3	2	1	NA
3.	Rules – adherence to district rules, regulations, procedures, policies re: league/activity	4	3	2	1	NA
4.	Records – maintains accurate records & reports (rosters, eligibility list, injuries, final report, staff evaluations)	4	3	2	1	NA
5.	Budget – adequately and timely preparation of budget with a realistic planning & setting of priorities	4	3	2	1	NA

COMMENTS:

Signature of Coach/Director _____ Date _____

Signature of Evaluator _____

NOTES: Coaches/Directors may add additional criteria to this list upon which their assistance can be evaluated. Evaluators should preview this form with each staff member prior to the start of the activity.

EXHIBIT C

GRIEVANCE FORM

NAME

SCHOOL

DATE

EMPLOYEES' STATEMENT

AGREEMENT VIOLATION

REMEDY REQUESTED

~~~~~

\_\_\_\_\_  
SIGNATURE

1. DATE \_\_\_\_\_

\_\_\_\_\_  
ADMINISTRATOR'S SIGNATURE

SETTLED (YES\_\_ NO \_\_)

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

2. DATE \_\_\_\_\_

\_\_\_\_\_  
SUPERINTENDENT'S SIGNATURE

SETTLED (YES\_\_ NO \_\_)

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

## **EXHIBIT D**

### **NORTH SYRACUSE EDUCATION ASSOCIATION SICK LEAVE BANK ENROLLMENT CARD**

NAME \_\_\_\_\_

DATE \_\_\_\_\_

SS# \_\_\_\_\_

I hereby authorize the Board of Education to place one (1) day of my sick leave in the Sick Leave Bank, which will enroll me as a Sick Bank member.

Signature \_\_\_\_\_

## **RULES OF THE SICK LEAVE BANK**

1. For eligibility, refer to Contract Paragraphs covering Bargaining Unit and Sick Leave Bank. Newly hired eligible staff will have thirty (30) days from the date of hiring to join the Sick Leave Bank. Continuing eligible staff who have not previously been members of Sick Leave Bank may join, but will have a wait of ninety (90) working days before using benefits.
2. A person will not withdraw days from the bank until his/her own accumulated sick leave is depleted. At least the first thirty (30) days (Monday through Friday of the school year) of illness or disability must be covered by the person's own accumulated sick leave or absence without pay. An unrelated illness during the same school year will require another thirty (30) days waiting period. There will be no waiving of this waiting period regardless of circumstances.
3. Requests to withdraw bank days require:
  - a. a doctor's statement indicating the nature of the illness, first day of sick leave, and probable date of termination of illness.
  - b. a sick bank membership card on file at the Association office.
  - c. a statement requesting placement on the Sick Leave Bank and dates to be paid for by the bank.
4. A person may request any or all of the sixty (60) continuous days per school year. Necessary additional days up to the sixty (60) continuous day maximum may be requested when the original request is for less than sixty (60) days. A letter is required.
5. The granting of days beyond sixty (60) will be considered at the discretion of the Association President, pending council approval.
6. The District shall deduct one (1) day from each person voluntarily joining the bank.

7. Whenever the bank's available days fall below six hundred (600), the District shall, on the following September 1, deduct one (1) additional day from each member of the bank. This shall be reported to the members immediately following such deduction.
8. Persons withdrawing from the bank must leave their contributed days.
9. There will be a lifetime maximum of two hundred (200) days available to any member of the Sick Leave Bank.
10. Unusual situations regarding the use of the bank will be handled at the discretion of the Association President pending council approval.

# EXHIBIT E

## Framework of National Board Standards and Certificates

|                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Links to the certificate overviews are below.</b></p> <p><b>You can download the Standards here (in PDF format).</b></p> | <p>The <b>development levels</b> are Early Childhood (Ages 3-8), Early Childhood through Young Adulthood (Ages 3-18+*), Middle Childhood (Ages 7-12), Early &amp; Middle Childhood (Ages 3-12), Early Adolescence (Ages 11-15), Adolescence &amp; Young Adulthood (Ages 14-18+), and Early Adolescence through Young Adulthood (Ages 11-18+).</p> <p>*Exceptional Needs (Ages 0-12+)</p> |
| <b>Standards Subject Areas</b>                                                                                                 | <b>Link to Certificate Overview</b>                                                                                                                                                                                                                                                                                                                                                      |
| Generalist                                                                                                                     | <a href="#">Early Childhood Certificate</a>                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                                                | <a href="#">Middle Childhood Certificate</a>                                                                                                                                                                                                                                                                                                                                             |
|                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                          |
| Art                                                                                                                            | <a href="#">Early and Middle Childhood Certificate</a>                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                | <a href="#">Early Adolescence through Young Adulthood Certificate</a>                                                                                                                                                                                                                                                                                                                    |
| Career and Technical Education                                                                                                 | <a href="#">Early Adolescence through Young Adulthood Certificate</a>                                                                                                                                                                                                                                                                                                                    |
| English as a New Language                                                                                                      | <a href="#">Early and Middle Childhood Certificate</a><br><a href="#">Early Adolescence through Young Adulthood Certificate</a>                                                                                                                                                                                                                                                          |
| English Language Arts                                                                                                          | <a href="#">Early and Middle Childhood/Literacy-Reading Language Arts Certificate</a>                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                | <a href="#">Early Adolescence Certificate</a>                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                                                | <a href="#">Adolescence and Young Adulthood Certificate</a>                                                                                                                                                                                                                                                                                                                              |
| Exceptional Needs                                                                                                              | <a href="#">Early Childhood through Young Adulthood Certificate</a>                                                                                                                                                                                                                                                                                                                      |
| Library Media                                                                                                                  | <a href="#">Early Childhood through Young Adulthood Certificate</a>                                                                                                                                                                                                                                                                                                                      |
| Mathematics                                                                                                                    | <a href="#">Early Adolescence Certificate</a>                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                                                | <a href="#">Adolescence and Young Adulthood Certificate</a>                                                                                                                                                                                                                                                                                                                              |
| Music                                                                                                                          | <a href="#">Early and Middle Childhood Certificate</a>                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                | <a href="#">Early Adolescence through Young Adulthood Certificate</a>                                                                                                                                                                                                                                                                                                                    |
| Physical Education                                                                                                             | <a href="#">Early and Middle Childhood Certificate</a>                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                | <a href="#">Early Adolescence through Young Adulthood Certificate</a>                                                                                                                                                                                                                                                                                                                    |
| School Counseling                                                                                                              | <a href="#">Early Childhood through Young Adulthood Certificate</a>                                                                                                                                                                                                                                                                                                                      |
| Science                                                                                                                        | <a href="#">Early Adolescence Certificate</a>                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                                                | <a href="#">Adolescence and Young Adulthood Certificate</a>                                                                                                                                                                                                                                                                                                                              |
| Social Studies-History                                                                                                         | <a href="#">Early Adolescence Certificate</a>                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                                                | <a href="#">Adolescence and Young Adulthood Certificate</a>                                                                                                                                                                                                                                                                                                                              |
| World Languages Other than English                                                                                             | <a href="#">Early Adolescence through Young Adulthood Certificate</a>                                                                                                                                                                                                                                                                                                                    |

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