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Pleasantville Ufsd And Teachers
Assn Of Pleasantville

**THE PLEASANTVILLE UNION FREE SCHOOL DISTRICT
AND
THE TEACHERS' ASSOCIATION OF PLEASANTVILLE
CONTRACT
2002-2005**

RECEIVED

JAN 12 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

154

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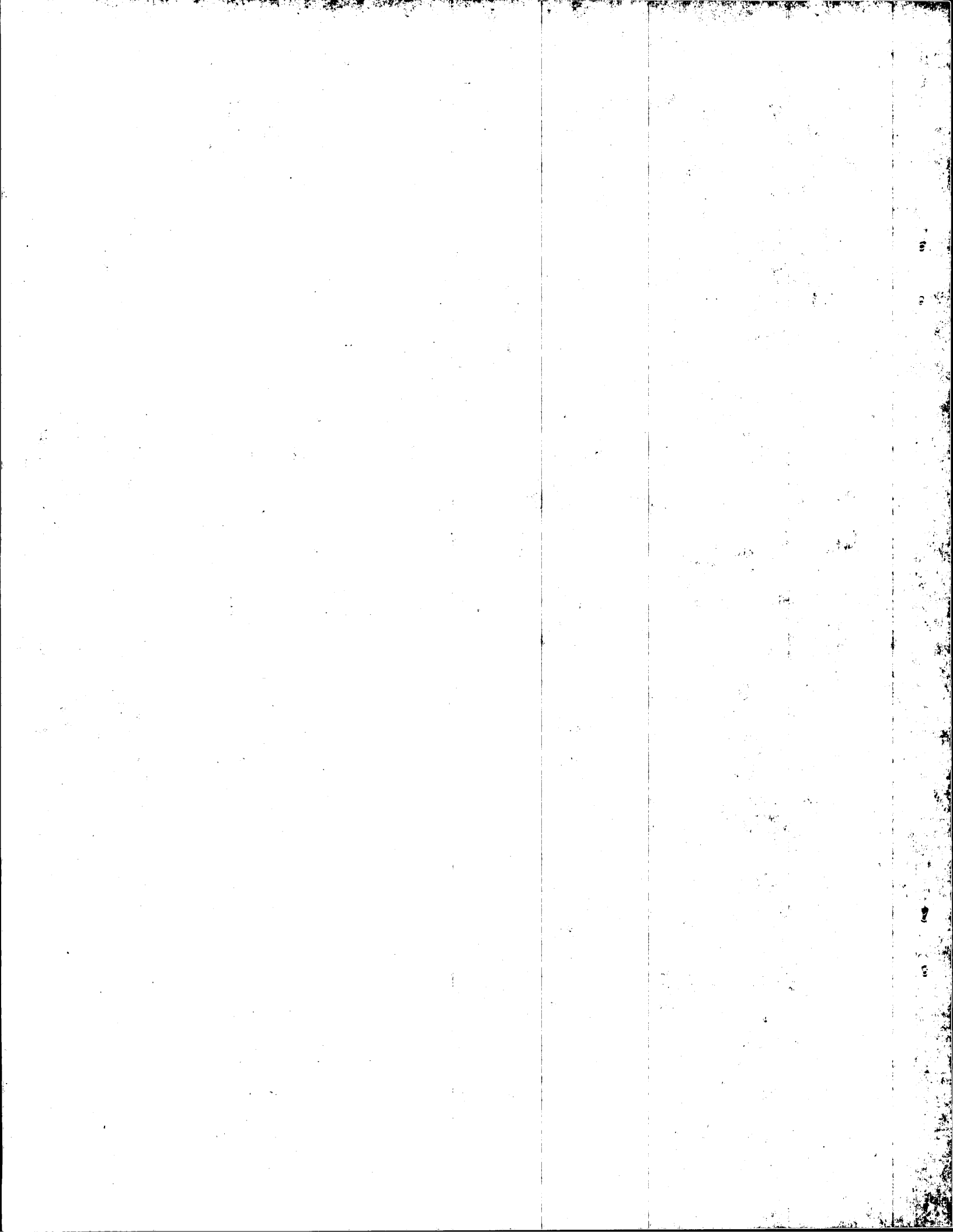
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PREAMBLE

In order to effectuate the provisions of Article 14 of the Civil Service Law, the Pleasantville Union Free School District, Pleasantville, New York (hereinafter referred to as the District) and the professional employees of the school district (hereinafter referred to as the Association), hereby agree as follows:



ARTICLE I

RECOGNITION

SECTION A. The District recognizes the Association as the exclusive negotiation unit, pursuant to Article 14 of the Civil Service Law, of all certified personnel, (Instructional Negotiating Unit), employed by the District, but excluding principals and executive personnel, office, clerical and maintenance and operating employees. Such recognition was granted December 13, 1967, and shall extend, unless challenged, as provided in Article 14 of the Civil Service Law. Unless otherwise indicated, employees in this unit will hereinafter be referred to as "teachers".

SECTION B. The term "District" shall include its officers and members.

SECTION C. The Association affirms that it will not strike against the Pleasantville Public Schools, assist or participate in any such strike or impose an obligation to conduct, assist or participate in such a strike during the term of this agreement.

ARTICLE II

ASSOCIATION RIGHTS

SECTION A. Any teacher who is engaged in negotiations or grievance procedures with the District during school hours shall be released from his/her regular duties for such a time interval as reasonably provides for transit to the place of deliberations with the District, for deliberation and for return from the place of deliberation, all without penalty or diminution in salary.

SECTION B. The Association shall have the following rights relating to the dissemination of information to its members.

Item 1. The Association Building Representative shall be provided with time after the close of all building faculty meetings to report on Association matters.

Item 2. The Association shall be allowed to distribute material dealing with proper and legitimate business of the Association through teachers' mail boxes located in the school buildings.

Item 3. The Association shall be allowed the use of teachers' room bulletin boards for the display of proper and legitimate business of the Association.

Item 4. The Association shall have the right to use school buildings and facilities as stated in Board policy.

SECTION C. Prior to each monthly meeting, a copy of the tentative agenda for the public Board meeting shall be sent to the Association President. Two copies of the approved monthly Board minutes shall be sent to the Association President.

SECTION D. The Association shall be provided, in writing, with the name(s), and address(es) of newly hired teacher(s). The Superintendent of Schools will send this list to the President of the Association or his/her designee no later than Friday of the first week of July. In the event that a teacher is hired after the first of July for the then current school year, such notification shall be made within one week of appointment by the Board.

SECTION E.

Item 1. Release time shall be provided for the Association President to administer the contract during the President's non-teaching time. The Association President will be duty free.

Item 2. Arrangements for such time shall be made between the President of the Association and the appropriate building principal.

Item 3. All other duly authorized representatives of the Association and their respective affiliates may transact official Association business on school property only during lunch periods and before and after the normal school day; provided that such transactions do not interfere with or interrupt normal school operations.

SECTION F. Equipment, machinery, paper and all other teaching materials and supplies provided by the District for educational purposes shall not be used by the Association, its members, or their respective affiliates for the administration of Association business.

ARTICLE III

MANAGEMENT RIGHTS

SECTION A. Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Pleasantville Union Free School District and its professional staff, to determine and administer educational policy, to operate the schools and to direct the professional staff, and otherwise retain all rights, authority and discretion which are exclusively vested in the Board or in the Superintendent under governing law, ordinances, rules and regulations as set forth in the Constitution and Laws of the State of New York and of the United States.

ARTICLE IV

NEGOTIATION PROCEDURE

SECTION A. During the term of this agreement, the parties agree to enter into collective bargaining no later than February 1 of the year in which this agreement expires.

Item 1. During negotiation, the District and the Association may present relevant data, exchange points of view and make proposals and counter proposals. Neither negotiating party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its own representatives.

Item 2. The Association and the District agree to make available to each other, upon request, such information as may be reasonably necessary to permit them, intelligently and effectively, to discharge their obligation to negotiate collectively.

Item 3. During the term of this agreement, if both parties decide by mutual consent to amend the agreement, it shall apply to all teachers. It must be reduced to writing, signed by the District and the Association, and become an addendum to this agreement.

SECTION B. Before the Board knowingly adopts a change which affects teachers' terms and conditions of employment, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate this change with the Board. All policies involving terms and conditions of employment shall be maintained at not less than the highest minimum standard in effect in the District at the time this agreement is signed. Program or position eliminations are not a reduction of standards, but the impact to the remaining teachers is negotiable. This agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

SECTION C. The District agrees not to negotiate with any teacher or any teachers' group or organization other than the Association in regard to terms or conditions of employment of teachers during the Association's term of recognition.

ARTICLE V

GRIEVANCE PROCEDURE

SECTION A. Definitions

Item 1. A grievance is defined as an alleged violation of the application, meaning or interpretation of this agreement.

Item 2. An aggrieved person is the person or persons making the claim.

Item 3. The term "teacher" includes individual or groups who are members of the bargaining unit covered by this agreement.

Item 4. A "party in interest" is the person or persons making a claim and, any person or persons who might be required to take action or against whom action might be taken in order to resolve this claim.

Item 5. The term "day" shall mean a day in which school is in session for the full day, as defined in the school calendar.

SECTION B. Purpose: The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to a claim of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of the procedures.

SECTION C. Structure

Item 1. The building principal is designated as the administrative representative for Level One procedure. At Level Two, the Superintendent of Schools may select two additional persons to assist in his function. In the event of the unavailability of the Superintendent of Schools, by reason of absence, the Superintendent of Schools may delegate his responsibility at this level to an assistant.

Item 2. The Board of Education will act in its own behalf at Level Three procedures.

SECTION D. Procedure: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum,

and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the Association and the Board.

LEVEL ONE: A teacher with a grievance shall first informally discuss it with his/her principal either individually or together with his/her Association Building Representative and/or through another official Association representative. If a formal grievance is filed with the principal, it must be in written form. The principal shall process the formal grievance. Any grievance must be presented within thirty (30) days after it first comes to the attention of the aggrieved person or should have come to the attention of the aggrieved person.

LEVEL TWO: a) In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he/she may file the grievance in writing with the Association. If he/she elects to file the grievance with the Association, he/she must do so within ten (10) days of the original presentation of the grievance to the principal. An Association representative will assist in writing the grievance.

b) Within ten (10) days of receipt of the grievance, the Association shall decide whether or not there is a legitimate grievance. If the Association decides that no grievance exists and notifies the claimant, the teacher may continue to process his/her claim without Association support by submitting the written claim to the Superintendent within two (2) days. If the Association decides there is a legitimate grievance, it shall immediately submit the written claim to the Superintendent. Within ten (10) days from receipt of the grievance he/she shall render a written decision as to the solution.

LEVEL THREE: In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of receipt of the grievance by the Superintendent, the teacher may refer the grievance individually or through the Association to the Board. If he/she elects to refer the grievance to the Board, he/she must do so within fifteen (15) days after the original presentation of the grievance to the Superintendent. Within ten (10) days from receipt of the written referral, the Board, or at its option a committee of the Board empowered to make a decision, shall meet with the Association or the teacher, as the case may be, for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A written decision shall be rendered within ten (10) days.

LEVEL FOUR: In the event the grievance involves interpretation of specific provisions of this Agreement and the aggrieved person is not satisfied with the disposition of his grievance at Level Three, the grievance may be submitted by the Association to binding arbitration. The Association shall notify the District and the American Arbitration Association within fifteen (15) days of receipt of the decision of the Board, of its intent to submit the grievance to arbitration. The selection of the arbitrator and the arbitration hearing shall proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other. The arbitrator shall have no power to alter, add or subtract from the terms of this

Agreement. Both the District and the Association agree to be bound by the award of the arbitrator. The District and the Association shall share the expenses of the arbitration equally.

SECTION E. Rights to Representation: Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by an official representative or an officer of any teacher organization other than the Association and its affiliates. When the Association does not represent a teacher, the Association shall have the right to be present and to state its views at Levels Two, Three and Four of the grievance procedure.

SECTION F. Miscellaneous

Item 1. A grievance may be withdrawn at any level without prejudice. However, if in the judgement of the Association, the grievance affects a group of teachers, the Association may process the grievance at the appropriate level.

Item 2. Copies of all written decisions of grievances shall be sent to all parties involved and to the Association.

Item 3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

Item 4. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.

Item 5. The aggrieved person shall be given access to records of all unprivileged information necessary to the determination and processing of the grievance.

Item 6. In the event a grievance shall reach Level Three, and if desired by either party, an official record of all proceedings will be kept and made available to all parties of interest. Such record shall be kept by a recorder that is not a party to the proceedings under discussion and such recorder shall be obtained by the Superintendent of Schools with the cost of the recorder to be shared equally by the District and the Association.

Item 7. Forms for filing grievances, serving notices, taking appeal, making reports and recommendation, and other necessary documents will be jointly prepared by the District and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

Item 8. If a grievance exists on a matter on which a Principal determines he/she is not authorized to make a decision, the grievance may be presented directly to the Superintendent of Schools at Level Two.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

Each teacher shall devote the necessary and sufficient time and energy to provide efficient and competent service in and to fulfill the professional requirements of his/her position under this Agreement. The District and the Association recognize and agree that a teacher's responsibility to his/her students and his/her profession generally entails the performance of duties and the expenditure of time beyond the regular work day, but that time and work schedules can and should be established applicable to teachers for the normal course of their employment.

It is hereby agreed and understood that persons holding the positions of Curriculum Coordinator or Department Chairperson shall not be assigned non-teaching duties, (e.g., homeroom, study hall, etc.). The Curriculum Coordinators shall not exceed 80% of a regular teaching load.

SECTION A. The teacher's school working day shall be subject to the following conditions:

Item 1. The length of the teacher's workday, from the time of arrival to time of departure, shall not exceed 7 hours 30 minutes during the school year, exclusive of Section C below.

- a. The teacher workday will not begin before 7:45 a.m., except as follows:
 1. The District may assign a unit member to a workday that begins no more than 15 minutes earlier.
 2. At least sixty (60) days notice must be given except if the need arises in July or August, thirty (30) days' notice may be given with notice to the Association.
 3. An early assignment will be to address special programmatic needs.
 4. The affected teacher's schedule will be adjusted accordingly.
 5. The Association will be notified whenever such assignment is made.

Item 2. Teachers shall have one (1) daily duty free lunch interval of not less than one-half (1/2) hour. Such lunch interval shall consist of a continuous period of time beginning no earlier than 11:00 a.m. and ending no later than 1:45 p.m.

Item 3. No teacher may leave the building to which he/she is assigned before the end of the last class period of the school day in that building except as provided elsewhere in this agreement.

Item 4. The teacher shall be permitted to leave school property during his/her lunch interval as defined in Section A Item 2 above. Upon notification to the principal, the teacher may leave school property during unassigned periods for professional

responsibilities, banking, emergencies, or for other reasons at the discretion of the building principal provided the principal determines the building is adequately staffed for emergencies.

Item 5. The teacher in the event of absence for any reason shall notify the responsible administrator not less than one (1) hour prior to reporting time. However, when a teacher cannot get to a working phone or the situation causing the teacher's absence arises within the hour prior to reporting time, the teacher shall notify the responsible administrator at the earliest time thereafter.

Item 6. No after school function or duty shall be scheduled at a time which would prevent a teacher from attending a faculty, department or previously scheduled Association meeting.

Item 7. Secondary school teachers may have five (5) supervision assignments per week with no more than three (3) of the assignments in the cafeteria at the Middle School.

Item 8. No teacher shall be deprived of a lunch or preparation period to attend a mandated C.S.E. meeting. It is further understood that every effort will be made to schedule C.S.E. meetings within the scheduled workday of part-time teachers. If the meeting must be scheduled outside the part-time teacher's workday, the teacher will be notified as far in advance as possible and the teacher's schedule will be adjusted accordingly.

SECTION B. The teacher's load shall be as follows:

Item 1. Class size

- a) 1. Teachers in grades K through 2, when within the school building there is sufficient existing space reasonably available for classroom activity, the maximum class size shall be twenty-five (25) pupils per teacher. Reasonable deviations from this limit may be required by limitations in staff and building facilities. However, whenever the number of students in any grade level, prior to the end of the first Friday of school, would allow the creation of another class section, so that the average class size is not less than twenty (20) students, an additional class should be created. After the first Friday of school, the maximum class size shall be twenty-six (26) pupils. Class size shall be equalized on a grade level. Should the class size of any one section reach twenty-seven (27) so that the average of any grade level exceeds twenty-six (26), a new section shall be created at the outset of the mid-year. Teachers with class size in excess of twenty-five (25) shall:
 1. be relieved of all non-instructional duties
 2. be provided with the assistance of an aide at the rate of one (1) day per week or one (1) hour per day per pupil in excess of twenty-five (25).

No duties resulting from the implementation of the above shall be assigned to teachers already assigned duties.

a) 2. Teachers in grades 3 through 6, when within the school building there is sufficient existing space reasonably available for classroom activity, the maximum class size shall be twenty-six (26) pupils per teacher. Reasonable deviations from this limit may be required by limitations in staff and building facilities. However, whenever the number of students in any grade level, prior to the end of the first Friday of school, would allow the creation of another class section, so that the average class size is not less than twenty-one (21) students, an additional class should be created. After the first Friday of school, the maximum class size shall be twenty-seven (27) pupils. Class size shall be equalized on a grade level. Should the class size of any one section reach twenty-eight (28) so that the average of any grade level exceeds twenty-seven (27), a new section shall be created at the outset of the mid-year. Teachers with class size in excess of twenty-six (26) shall:

1. be relieved of all non-instructional duties
2. be provided with the assistance of an aide at the rate of one per day per week or one hour per day per pupil in excess of twenty-six (26).

No duties resulting from the implementation of the above shall be assigned to teachers already assigned duties.

b) Teachers in the secondary school shall have no more than six hundred fifty (650) pupil contact periods per week. English teachers teaching essentially non-writing courses shall have no more than six hundred fifty (650) pupil contact periods per week; English teachers teaching essentially writing classes shall have no more than six hundred (600) pupil contact periods per week. The administration shall determine which classes are essentially writing or non-writing. A pupil contact period consists of one teaching period per pupil per day.

c) The above limitations shall not extend to include special classes such as physical education, music, art and study hall.

Item 2. Preparation Time

a) Teachers, in addition to their lunch period, shall have the equivalent of five (5) preparation periods weekly and at least one (1) per day. Science teachers may have their preparation periods adjusted to meet the needs of an appropriate laboratory schedule for their pupils.

b) A preparation period is a regularly scheduled period during which the teacher will not be assigned any other duties. The length of preparation periods shall be:

(1) In the secondary schools at least as long as the instructional period of that day.

(2) Teachers in the elementary school, in addition to their lunch period, shall be

guaranteed two hundred twenty-five (225) minutes of preparation time per week. Kindergarten teachers will have no less than thirty (30) consecutive minutes per day. Other teachers in the elementary school will have no less than forty-five (45) consecutive minutes per day.

Item 3. Teaching Assignments

- a) Academic subject teachers in a departmentalized program in the secondary school in addition to homeroom duty shall not be assigned more than twenty-five (25) teaching periods per week. Should block scheduling be implemented, academic subject teachers shall not be assigned more than ten (10) periods over a two-day block. This limitation shall not be applicable to a teacher whose total pupil load is fewer than four hundred seventy-five (475) pupil contact periods per week. In the latter event, the assignment shall not exceed thirty (30) teaching periods per week. Should block scheduling be implemented, the assignment shall not exceed twelve (12) periods in a two day block.
- b) An effort will be made to provide English teachers with relief from non-teaching duties where staffing permits.
- c) Teachers in secondary school required to teach more than two (2) different subjects, or to make more than three (3) teaching preparations or to teach outside the area of their certification, shall be relieved of supervisory obligations. This limitation shall not be applicable to teachers whose pupil load is fewer than four hundred seventy-five (475) pupil contact periods per week. For purposes of this section, Honors, Regents and non-Regents courses constitute one preparation if taught in the same subject level. Science labs in a subject area shall be construed as a separate preparation from the subject area.
- d) Teachers in the elementary school, excluding kindergarten teachers, shall teach an average of five (5) hours per day, inclusive of homeroom time.
- e) A science teacher will be provided to teach science in grades 3-5.
- f) All teachers, including BOCES teachers who are in the District for a full day, will share to the same degree of those non-classroom activities which require certified personnel.
- g) All teachers, including BOCES teachers, will be available during reasonable hours for consultation with students and parents.
- h) In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel.
- i) Middle school teachers, in addition to home base, shall not be assigned more than five (5) teaching periods and a duty or six (6) teaching periods per day.
- j) Full time kindergarten teachers will be duty free.
- k) In the elementary school, volunteers will be sought for all non-instructional duties. If not enough teachers volunteer, the principal may assign sufficient personnel on a rotating basis. These duties shall be paid for at the chaperone rate in accordance with Article XXIV, Section B, Item 1.

SECTION C. Professional Responsibilities

Item 1. Teachers' responsibilities include:

- a) General staff meetings called by the Superintendent
- b) One faculty meeting per month
- c) One department meeting per month
- d) Two evening parents group meetings per year per school not to exceed a total of three meetings. Teachers participating in such meetings will be consulted concerning the planning and selection of dates.
- e) Parent teacher conferences will be held by mutual request. No reasonable request for a conference will be denied.
- f) Special staff, faculty and department meetings which are called as needed.

Item 2. Extra help classes and/or review classes shall be held as the need arises and shall terminate no later than (forty) 40 minutes after the end of the student day. The need for such classes shall be determined either by the teacher or a voluntary basis or when reasonably required to do so by the supervisor and/or the principal involved.

Item 3. Student teachers shall be assigned by the administration to experienced teacher on a voluntary and rotating basis.

SECTION D. The School Calendar

Item 1. The work year of all teachers employed in this district, except as stated in Article VI, Section E, shall begin no earlier than September 1 and end no later than June 30 of each year.

Item 2. The work year of all teachers employed in this district, except as stated in Article VI, Section E, are as follows:

The work year will be 186 days to be scheduled as follows:

- a) 185 days will be scheduled between September 1 and June 30.
- b) Any unused emergency closing days, beyond the maximum number of days in the teachers' work year, will be returned to the Association on a date or dates to be determined by the Superintendent, in consultation with the Association.
- c) Three (3) of the 185 days will be extended time days that constitutes the 186th day. On these days students will attend school as per their regular schedule. Teachers will work from 7:45 a.m. until 5:15 p.m. The time from 3:15 p.m. until 5:15 p.m. will be used for professional development activities.
- d) The Superintendent, in consultation with the Professional Staff Development Committee, will determine the three (3) extended time days. In addition, alternate dates will be scheduled in the event the schools are closed for an emergency on an extended time day. The dates, including the alternate ones, will be shared with the district teachers at the opening Superintendent's Conference Day.

- e) If a Personal Day With/Without Reason is approved for any of the extended time days or a teacher is absent for personal or family illness on any of the extended time days, the teacher will be required to make-up the two (2) hours of professional development time with the approval of their respective building administrator.
- f) If a teacher is involved in a district sponsored after-school program or co-curricular activity on an extended time day, he/she will be required to make-up the two (2) hours of professional development time with the approval of their respective building administrator.

Item 3. The Superintendent's Conference Day is to be used for teacher education and information in a manner recommended by the Superintendent after consultation with the Association.

Item 4. The school calendar for each school year shall be prepared in tentative form in time for the Association to present its views.

Item 5. Election Day shall consist of one-half day of school and one-half day to be used for parent-teacher conferences in the elementary school.

Item 6. The work year as used in this section includes all days in which teacher attendance is required.

Item 7. New personnel may be required, at the discretion of the Superintendent, to attend orientation sessions prior to the work year.

Item 8. All elementary school teachers shall be required to attend half-day parent-teacher conferences as scheduled by the district up to a maximum of three (3) per year.

SECTION E.

Item 1. Guidance Counselor

The following work schedule applies:

- a) The work year for all teachers as described in Section D above.
- b) Guidance Counselors shall be compensated pro-rata for any hours worked in excess of the teachers' work day/year at the rate of 1/200th of a yearly salary.

Item 2. Curriculum Coordinators and Department Chairpersons

The following work schedule applies:

The work year for all teachers as described in Section D above.

SECTION F: Teaching Assistants

Teaching Assistant positions approved by the Pleasantville Union Free School District shall be in conformance with Section 80.33 of the Regulations of the Commissioner of Education.

Conditions of employment for Teaching Assistants shall be as follows:

Item 1. Work Day and Calendar Year

- a) Work Day – Teaching Assistants shall be in their place of assignment beginning at 8:00 a.m. through 4:00 p.m.
- b) Lunch, Leaving Building, Absence – Article VI, Section A, Items 2, 4, and 5 shall apply to Teaching Assistants.
- c) Unassigned Time – Teaching Assistants shall, in addition to their lunch period, have a minimum of five (5) unassigned periods of no less than fifteen (15) minutes in duration weekly and at least one (1) per day.
- d) Work Year – Article VI, Section D, Item 1, 6, and 7 shall apply to Teaching Assistants. Assistants shall not be required to attend school during days schools are closed due to weather conditions or other such emergencies or during Superintendent's Conference Days.

Item 2. Evaluating Teaching Assistants

Article XIV, Section A, Item 2; Section B; Section C, Items 2, 3, 4; shall apply to Teaching Assistants; except that references to "class or classroom" should read "work station", and except that Teaching Assistants shall be evaluated once per year by their principal.

Item 3. Files

Article XVI, Sections A, B, C, D and E shall apply to Teaching Assistants.

Item 4. Sick Leave

Teaching Assistants shall be granted 1.5 sick leave days per month of employment, cumulative to a maximum of 100 days. Article XX, Sections B, C, and G shall apply to Teaching Assistants.

Item 5. Leaves of Absence

Article XXI, Section D and G shall apply to all Teaching Assistants.

Item 6. Salary

The daily salary for Teaching Assistants shall be as follows:

2002-2003	\$134.00
2003-2004	\$139.00
2004-2005	\$144.00

Item 7. Benefits

Article XXIII, Sections A, B, C, D, E, F and H shall apply to Teaching Assistants.

Item 8. Personal Leave

Teaching Assistants shall be entitled to one (1) personal day each year which may be used as defined in Article XXI, Section B, Items 1, 2, 3, and 5 (first paragraph only), without reference to Item 4.

Teaching Assistants shall also be entitled to one (1) additional personal day each year which may be used as defined in Article XXI, Section B, Item 4.

SECTION G. Permanent Substitutes

Item 1. The following Article and Sections of this agreement shall NOT apply nor be part of the conditions of employment of Permanent Substitutes hired by the district:

- a) Article V Grievance Procedure
- b) Article VI Section A, Item 7
Section B
Section D, Item 1, 2, 3, 4, 5, 6 and 8
Section E
Section F
- c) Article VII
- d) Article VIII
- e) Article IX Section E; Section H, Item 2
- f) Article X Section B
- g) Article XI
- h) Article XIV
- i) Article XVII Section D; Section E; Section F
- j) Article XIX
- k) Article XX
- l) Article XXI
- m) Article XXII
- n) Article XXIII Section A, Item 6 and 7
Section B; Section E; Section G; Section I.
- o) Article XXIV. Section C

Item 2. The health insurance cap shall not apply to Permanent Substitutes.

Item 3. The District will guarantee each Permanent Substitute 150 days of work for each school year of this agreement unless notice is otherwise given by the end of the school year (June 30) or at time of hire. This does not prevent the District from terminating any Permanent Substitute as any part-time teacher may be terminated.

Item 4. Permanent Substitutes shall not be eligible for probation or tenure as specified under the Education Law of the State of New York.

Item 5. All permanent substitutes assigned to the Bedford Road School in a teaching capacity will be assigned daily lunchtime duty.

Item 6. The salary for Permanent Substitutes shall be as follows:

2002-2003	\$199
2003-2004	\$205
2004-2005	\$211

ARTICLE VII

DISTANCE LEARNING PROGRAM

Item 1. The intent of the Distance Learning Program is to provide additional course offerings and to preserve existing curriculum. This project will not result in the loss of any teaching positions, full or part-time.

Item 2. This program will count as one (1) class assignment for any teacher assigned, whether sending or receiving.

Item 3. Students at both sites will be counted in the Pupil Contact Period ratio, (PCP).

ARTICLE VIII

SUBSTITUTE TEACHERS

SECTION A. A substitute teacher may be hired at the discretion of the building principal to replace a teacher who does not assume his/her regular duty.

SECTION B. The District shall maintain an adequate list of qualified substitute teachers as per current practice and assignment shall be made in accordance with this list.

SECTION C. The substitute shall be required to perform all the assigned duties of the regular teacher insofar as is reasonable.

SECTION D. It shall be the responsibility of the teacher to provide adequate information to the building principal in order to enable the substitute teacher to conduct the absent teacher's assignment in a professional manner.

SECTION E. Teachers are encouraged to comment upon the performance of substitute teachers. Such comments shall be considered by the principal in making future substitute selections.

SECTION F. In an emergency situation when no substitute teacher is available, teachers in grade 5 through 12, who have volunteered, may be assigned to cover classes.

The administration will maintain a list of unit members who volunteer to be assigned class coverage when a substitute teacher is not available. Those who volunteer will indicate the period(s) during which they are available for such assignment.

Teachers who are assigned to class coverage will be compensated at the hourly chaperone rate of pay per class period.

To the extent possible, class coverage assignments will be distributed evenly among those who have volunteered.

In no way does the volunteering to cover classes diminish the importance of the entitled preparation periods and duty free lunch periods as defined in this Agreement.

ARTICLE IX

PHYSICAL WORKING CONDITIONS

It is the responsibility of the District to maintain physical conditions in and around the school buildings so as to provide a comfortable, healthful and safe educational environment.

SECTION A. There shall be separate lavatories for male and female personnel in each main school building.

SECTION B. There shall be a teachers' lounge in each building containing chairs, tables, and proper lighting facilities. A telephone shall be available in the lounge or adjacent to the lounge for "professional calls". Personal and Association business calls are not "professional calls". Such calls shall be made at the expense of the individual or the Association.

SECTION C. There shall be a workroom in each building with adequate equipment and supplies to aid in the preparation of instructional material.

SECTION D. Prior to the first day of school, the supplies and material needed in instruction should be available to the teacher in his/her classroom. Throughout the school year, supplies will be available in sufficient quantity and quality to enable the teacher to perform his/her functions well. In the event of an austerity budget, this section shall not be applicable.

SECTION E. A teacher shall have his/her own desk and chair in the building in which the major assignment is made.

SECTION F. There shall be provided by the school district sufficient parking facilities in the immediate vicinity of each school building. These facilities, including walk areas, shall be cleared and maintained.

SECTION G. There shall be no unnecessary interference in, nor disruption of, classroom instruction.

SECTION H. It is the intent of the parties to this agreement that the following facilities are provided:

Item 1. Lunchroom facilities separate from student facilities for the faculty and staff in each building.

Item 2. Space in each classroom in which teachers may safely store instructional supplies and materials.

Item 3. Equipment and facilities necessary for proper instruction. In the event of an austerity budget, this item need not be applicable, at the discretion of the Superintendent. In case it is found impractical to provide such facilities under existing conditions, the District will make reasonable efforts to provide such facilities. The Association will direct the attention of the District to any situation where facilities are lacking.

ARTICLE X

PROFESSIONAL ASSISTANCE FOR TEACHERS

SECTION A. The quality and articulation of instruction, and high standards for teaching personnel shall be the primary concern of the District's administration and Board of Education. K-12 coordination shall be provided in each subject matter area.

SECTION B. Two hours of aide time shall be provided in the elementary school for the purpose of assisting teachers during lunch duty periods.

Item 1. Except for an emergency, no more than one (1) teacher will be assigned to each playground and each cafeteria period in the elementary school. All permanent substitutes assigned to the Bedford Road School in a teaching capacity will be assigned daily lunch duty.

Item 2. All lunchtime detentions in the elementary school shall be supervised by aides except for an emergency.

ARTICLE XI

CURRICULUM DEVELOPMENT AND RESEARCH

The District and the Association recognize that the total educational program is the joint responsibility of the Board, the administration and the teachers. In order to maintain a balanced, progressive, educational program, both teachers and administrators must be involved in a meaningful way in curriculum development prior to the making of a final decision by the Board of Education. In order to provide the proper conditions of time, facilities and compensation for such undertakings, the following shall apply:

SECTION A. Workshop Programs

Item 1. Recognizing that large blocks of time needed by teachers to research and develop curriculum and program changes are not available during the school work year, major curricular development and/or revision shall be undertaken in summer workshops or during release time from the normal work day provided during the school work year.

Item 2. Summer workshops shall be undertaken at a time mutually agreeable to the teacher(s) involved and the administration between the close of school in June and the opening of school the following September.

Item 3. Teachers participating in such summer workshop programs shall be paid at the rate of 1/200th per day of annual salary for the school year commencing July 1st in which such work is done.

Item 4. Application by teachers for summer workshop programs and approval of the application shall be conducted according to rules mutually agreed upon by the Association and the District.

SECTION B. Recognizing the statutory responsibility of the Board for the adoption of textbooks and also the professional competence and skills of the staff in relation to textbook selection, the Association and the District agree that the selection of textbooks to be used in the schools shall continue to be cooperatively arrived at between teachers and administrators, through joint consultation, subject to final approval by the Board.

SECTION C. Closed circuit television, public address or audio systems may be used in the classroom when agreed to by the teacher.

ARTICLE XII

STUDENT DISCIPLINE

SECTION A. A teacher may order temporarily removed and referred to the administrator any pupil whose conduct is detrimental to the learning process of the class or whose conduct is contrary to the accepted standards of good behavior on school property.

ARTICLE XIII

TEACHER-ADMINISTRATION LIASON

SECTION A. The District and the Association desire to encourage the active participation of teachers in the development and implementation of the best possible educational program for the children of Pleasantville. To this end, the following consultation procedures shall be established:

Item 1. The Association Negotiating Team shall meet and consult with the Superintendent, and at the Superintendent's discretion, with those persons whom he/she shall select, on matters of mutual concern. Such meetings shall be held as needed by agreement of the parties concerned, provided that at least one (1) meeting is held each semester if desired by either party.

Item 2. An Advisory Committee shall be established in each school building. The composition of each such committee shall be broadly representative and determined by the members of the faculty of that building. The committee shall elect its own chairperson. It shall be the function of the committee to make recommendations for the improvement of curriculum teaching techniques, personnel relationships, and the physical environment of the building. Such recommendations will then be discussed with the building principal. Upon mutual agreement, suggested improvement will be implemented or referred by the principal to higher authority for action. In case no agreement for improvement can be reached, a meeting of the Advisory Committee and the principal will be held. At least five (5) days advance notice will be given for such a meeting to allow proper preparation and research of the topics to be discussed. Resource people in the particular field or fields to be discussed may be called in if it is felt they may be of assistance. A record shall be kept of this meeting and copies of such records, including any recommendation and/or points of disagreement, will be given to the chairperson of the committee, the principal and the Superintendent.

SECTION B. It is clearly understood and agreed that the consultation procedure described herein shall not be construed to require any party to this Agreement to consent to any change, modification, or reopening of this Agreement.

Article XIV

TEACHER EVALUATION

Section A. Purpose and Procedure

Item 1. Evaluation will be in accordance with the Annual Review Procedure established in accordance with Part 100.2(0) of the Regulations of the Commissioner of Education. All unit members will receive a copy of the criteria and forms to be used in the evaluation process.

Item 2. Monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

SECTION B. Teachers may have access to their personnel files as described in Article XVI.

SECTION C. Observation and Evaluation

Item 1. Each probationary teacher shall be observed in the classroom environment several different times and at various times of the day or in varying types of instruction.

Item 2. Classroom observation shall be of two types:

a) Several informal visits especially during the beginning of the year, in order to accustom new teachers to the evaluator's presence and to familiarize the evaluator with the general tenor and appearance of the classroom. Such informal visits will usually end with a brief word from the evaluator. The teacher may request a conference. Such informal visits will not be part of the formal evaluation process.

b) Formal observations, lasting for at least fifteen (15) minutes, should be followed by a conference as soon as possible, preferably within ten (10) school days. Observations may be arranged in advance, at the request of the evaluator or the teacher, without any formal commitment to a specific time period or day.

Item 3. Teachers will be given a copy of any written report of a class visit or evaluation. No such report shall be submitted to central administration, placed in a teacher's file, or otherwise acted upon without prior conference with the teacher; such conference to be held as soon as possible and preferably within ten (10) school days subsequent to the class visit. The evaluation report shall be signed by the teacher, acknowledging only that the report was read. The teacher shall have the right to put something in writing and include with the evaluation report his/her own comments pertinent to the evaluation.

Item 4. The evaluation of certificated employees shall include comments in anecdotal form.

SECTION D. Job Targets

Item 1. No teacher will be placed on job targets unless the teacher was previously informed of unsatisfactory performance in the areas targeted and received recommendations for improvement.

Item 2. A teacher on job targets will receive specific feedback and recommendations regarding the areas targeted.

SECTION E. Notice of Probationary Teachers

Item 1. During the first and second (non-tenure) years of their employment, probationary teachers shall be notified in writing by the Superintendent at least two (2) school months prior to termination.

Item 2. Probationary teachers shall be informed in writing of the Superintendent's recommendation as to whether he/she should be granted tenure not later than April 1 if the teacher's probationary period commenced during the month of September, or ninety (90) days prior to the expiration of the probationary period. The Board shall act on said recommendation pursuant to the State Education Law.

Item 3. If a teacher serving a two (2) year probationary period suffers a prolonged absence of six (6) weeks or more in his/her final year of probation, the District may extend the date for notification by the same time as the length of the illness. If the District opts to do this, the teacher will be so notified in writing.

SECTION F. The Association recognizes the authority and responsibility of the Board or any administrator to discipline or reprimand a teacher for delinquency in professional performance. No teacher will be disciplined or reprimanded or deprived of any professional advantage without good and sufficient reason. Professional advantage shall not be deemed to include one (1) annual appointments to extra curricular positions, athletic or not athletic, or two (2) annual appointments to the position of Department Chairperson.

ARTICLE XV

TEACHER DISCIPLINE

SECTION A. If the District determines that a disciplinary action will be brought against a tenured teacher and further determines that it will seek a penalty of not more than a \$3,000.00 fine, or not more than a two-week suspension without pay or a reprimand, the following alternate procedures to Section 3020a of the Education Law shall be followed:

Item 1. Written specific charges shall be served on the teacher either in person or by certified mail.

Item 2. Within ten (10) days of receipt of the statement of charges, the teacher shall notify the Clerk of the Board of Education in writing, whether he/she desires a hearing on the charges. The failure of the teacher to notify the Clerk of the Board of Education of his/her desire for a hearing within ten (10) days of the receipt of the charges shall be deemed a waiver of the right of a hearing. If the teacher waives his/her right to a hearing, the Board of Education shall proceed, within fifteen (15) days, by a vote of a majority of all the members of the Board of Education to determine the case and fix the penalty up to a maximum as prescribed above.

Item 3. If the teacher requests a hearing, the parties shall proceed. The hearing officer shall be selected by mutual consent of the parties or in accordance with the rules and regulations of the American Arbitration Association.

Item 4. An official transcript of the hearing shall be maintained and a copy shall be provided to each party. The costs of the transcript and arbitration shall be shared equally between the parties.

Item 5. In the event the teacher is found not guilty, all reference to such charges shall immediately be removed from the personnel file. Any decisions by the arbitrator shall be binding and not subject to appeal by either party.

Item 6. The arbitrator will commence the hearing within sixty (60) calendar days of being selected unless the parties mutually agree to extend the time.

Item 7. The teacher shall have an opportunity to testify in his/her behalf. Each party shall have the right to be represented by counsel, to subpoena witnesses and to cross-examine witnesses. All testimony taken shall be under oath which the arbitrator is hereby authorized to administer.

Item 8. The arbitrator shall be required to render a written decision within thirty (30) calendar days after the record of a hearing is closed. Each of the parties shall receive a copy of said decision.

Item 9. The above procedure shall not be initiated during summer recess

Article XVI

TEACHER FILES

All teacher files shall be maintained by the central administration under the following:

SECTION A. Non-confidential or non-privileged material derogatory to a teacher's conduct, service, character or personality shall not be placed in a teacher file unless the teacher has an opportunity to read such material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed. Such signature merely signifies that he/she has read the material to be filed. It does not necessarily indicate agreement with its content.

In the event the teacher does not sign said material within fifteen (15) calendar days, the Superintendent may place said material in the file after forwarding a copy to the teacher by certified mail, return receipt requested. Proof of mailing will be attached to the document.

SECTION B. A teacher shall have the right to comment upon non-confidential or non-privileged material filed and his/her comment shall be reviewed by the Superintendent and attached to the file copy.

SECTION C. A teacher shall be given access to his/her file for a good cause in addition to any requests made pursuant to Section A above. Confidential and privileged information, such as confidential credentials, letter of reference from universities, individuals, or previous employers are exempted from such review. The Superintendent shall remove such confidential and privileged material from the file prior to a review of the file by the teacher. Unsolicited derogatory material coming to the Board or Administration shall not be regarded as privileged.

SECTION D. Teachers will keep their files up to date on forms supplied by the Administration concerning names (beneficiaries, persons to be notified in case of emergency, dependents, etc.), addresses, telephone numbers, marital status, higher education related to professional advancement, health and medical status and other matters required for good cause in personnel administration.

SECTION F. File copies shall not be removed from the offices of the school administration.

ARTICLE XVII

TEACHER RECRUITMENT AND EMPLOYMENT

SECTION A. A teacher in this system shall be the holder of at least a Bachelor's degree from an accredited college or university, unless such degree is not required by law or unless the teacher was employed prior to the effective date of this agreement.

SECTION B. A teacher shall hold or be working for New York State certification valid for his/her regular teaching assignment unless such certification is not required by law.

SECTION C. There shall be no discrimination in the hiring of teachers or in their training, assignment, promotion, transfer or discipline because of age, race, creed, color, religion, national origin, political activities, Association activities, sex, domicile or marital status.

SECTION D. Reduction in force – Layoff

Item 1. In the event that a reduction in personnel is authorized by the Board, the District shall lay off personnel in accordance with the then effective state law.

Item 2. A seniority list and a tenure list shall be furnished to the Association by October 15 of each school year, and the Association shall respond in writing by December 1 as to whether it agrees or disagrees with said list.

Item 3. In any case where the District anticipates a reduction in force, the Association shall be notified in writing prior to the official notification to the teachers involved of such planned reduction. The Association shall be provided with the opportunity to present alternate plans to such reduction.

SECTION E. The District and the Association agree that it is desirable that faculty members participate in the selection of professional personnel employed by the District.

SECTION F. Teachers dismissed from their positions due to the elimination of a position will be informed in writing as prescribed by the Education Law of the State of New York of any opening in their area of certification provided that said teachers notify the District in writing of changes in their areas of certification.

ARTICLE XVIII

VACANCIES AND PROMOTIONS

SECTION A.

Item 1. All vacancies in promotional positions, as defined in Section B of this Article, shall be posted in every school, clearly setting forth a description of and the qualifications for the positions, including the duties and salary. A vacancy shall exist when a written resignation is received by the Board, or upon a dismissal or death.

Item 2. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when application must be submitted and in no event less than ten (10) school days before such date.

Item 3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his designated administrator within the time limit specified in the notice.

Item 4. Teachers who desire to be notified of promotional positions which may be filled during the summer vacation shall submit their names to the Superintendent together with an address where they can be reached during this period. The Superintendent shall notify such teachers of any vacancy in a promotional position and such notice shall set forth a description of and qualifications for the position, including the duties and salary. Such notice shall be sent as far in advance as practicable.

SECTION B. Promotional positions are defined as follows: professional positions not on the basic salary schedule for teachers and/or positions on the administrator supervisory level, including but not limited to positions as department head, dean of students, counselor and curriculum coordinator.

SECTION C. All appointments to promotional positions shall be made on the basis of qualifications and experience, at the sole discretion of the Superintendent and the Board, provided however, the District agrees to give due consideration to the length of time each applicant has been in this District, and agrees to a policy of promotion from within, all other qualifications being equal.

ARTICLE XIX

TEACHER ASSIGNMENT AND TRANSFER

SECTION A. Voluntary

Item 1. Teachers will be notified of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes that they will teach, as soon as practicable, and under normal circumstances not later than June 1. If a change in circumstances or conditions occurs during the months of May through August, such assignments may be changed as required to meet the situation and the teacher affected by the change shall be notified in writing immediately.

Item 2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except temporarily or for cause, to subjects and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study.

Item 3. Teacher who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent between September 1 and April 1 of each school year. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools (in order of preference, if the teacher has a preference) to which he/she desires to be assigned or transferred. Such statements must be renewed each year, and will be acknowledged in writing.

Item 4. A list of positions for which a written resignation has been received shall be made available to the teachers by the building principal on March 1 of each school year or such subsequent date as they occur. Teachers must apply for such positions in accordance with the procedure described in Item 3 of the Article.

Item 5. The Superintendent shall make available to the Association for information purposes only, not later than one (1) week prior to the close of the school year, a list showing the names of all persons who have been reassigned or transferred up to that date, and the nature of such reassignment or transfer.

Item 6. In the event that a vacancy occurs during the summer months, teachers who have previously requested transfers or reassignments shall be considered to the extent practicable.

Item 7. The following principles shall be applied in the reassignment or transfer of teachers:

- a. Volunteers shall be given preference to the extent compatible with individual qualification, instructional requirements, staff availability and other factors.

- b. When other factors are equal, at the sole discretion of the Superintendent and the Board, preference will be given to the volunteer with the greatest number of years of service in the Pleasantville School System.

SECTION B. Involuntary Reassignment and Transfer

Item 1. The District and the Association recognize that some involuntary transfer of teachers from one school to another or reassignment within a school is unavoidable, but that this practice should give due regard to the preference of the individual teacher.

Item 2. Notice of involuntary transfer or reassignment shall be given to teachers as soon as practicable and under normal conditions no later than May 1. At least thirty (30) days written notice of involuntary transfer should be given to the teacher involved before such transfer can occur.

Item 3. When transfer or reassignment is necessary, volunteers for such transfers or reassignments will be honored to the extent practicable, at the sole discretion of the Superintendent or Board.

Item 4. A teacher's area of competence and certification, major and/or minor field of study, teaching performance, and length of service in the Pleasantville School System will be among the factors considered in determining which teacher will be transferred or reassigned.

Item 5. Any involuntary assignment or transfer will be implemented after consultation between the teacher involved and a representative of the administration.

Item 6. Teachers who have served in an involuntary transfer or reassignment for at least one (1) year shall be given due consideration for reassignment or transfer if an opening exists.

ARTICLE XX

SICK LEAVE

SECTION A. A teacher shall be credited with fifteen (15) days of sick leave at full salary at the beginning of each school year, except as provided in Section E below. Unused sick leave may be accumulated to a maximum of 200 days. All teachers who through June 30, 1977 have accumulated in excess of 200 unused sick days, shall retain same, and shall be permitted to accumulate up to twenty (20) additional days beyond their present accumulation.

SECTION B. All teachers who are absent from duty because of illness or injury shall have these days charged against sick leave, except as provided elsewhere in this Article. Sick leave provisions are to be used when actual ill health or injury of the teacher or his/her immediate family prevails. If a teacher develops a pattern of repeated absences, that teacher may be requested by the Superintendent to furnish medical certification of future absence.

SECTION C. Each teacher shall be notified of sick leave status at the beginning of each school year.

SECTION D. Previously accumulated unused sick leave days or portions thereof may be restored at the discretion of the Board to those teachers who return to the Pleasantville School System and who formerly had tenure here.

SECTION E. In the event the employment of a teacher should terminate for any reason during the initial thirty-six (36) months of employment in the District, such sick leave days shall be pro-rated on the basis of one (1) day for each of the first five (5) months employed, two (2) days for each month employed up to a maximum of fifteen (15) days each year.

SECTION F. Absence due to an injury incurred in the course of a teacher's employment shall not be charged against the teacher's sick leave for a period not to exceed the balance of the school year plus one (1) additional year. The teacher shall be paid full salary during such absence. It is understood that the teacher should not violate reasonable safety precautions.

SECTION G. A disabled teacher collecting worker's compensation benefits as per Section F above shall turn over to the District said payment.

SECTION H. Sick Leave Bank

The purpose of the sick bank is to offer financial protection for those teachers who suffer serious and long-term illness or injury. The source of the sick days in such bank will be voluntary contributions of the teachers in the District. Each teacher volunteering a contribution will be a member of the sick bank and eligible to draw from it.

Teachers will become eligible for sick bank upon completion of one year of service and may elect to participate in the sick bank by filing a signed authorization statement with the District Office on or before October 1 of the year of eligibility or on or before October 1 of each year thereafter.

At no time will the number of days held in the sick bank exceed a total that is twice the number of bargaining unit members. A teacher who elects to participate shall contribute two (2) days during his/her first year of participation.

In subsequent years, participants will contribute one (1) day when the number of sick days in the bank falls below ninety (90) days. Days not used will be carried to the following year.

Only active members of the sick bank may withdraw days. A member may not withdraw days from the sick bank until his/her own accumulated sick leave is depleted. In any case, the participant must have been absent because of sickness for twenty (20) consecutive days prior to the commencement of sick leave benefits. In the event of a recurring illness, the sick leave bank committee may waive this twenty (20) day requirement.

In no event shall an employee who is eligible to receive disability insurance payment under this contract continue to withdraw days from the sick leave bank. Upon retirement, a bargaining unit employee shall forfeit sick leave days previously contributed to the sick leave bank.

A committee consisting of two (2) teachers appointed by the TAP President and one (1) member appointed by the Superintendent shall administer the bank. The committee shall establish procedures for applying to, and contributing to, the sick leave bank. Sick bank days will be granted or denied by the committee after review of the application.

The committee's decision shall be binding and not subject to the grievance procedures under this contract.

The participant must, upon request of the committee, submit to the committee suitable written verification of the participant's medical condition by his/her attending physician.

For the purpose of this provision, a teacher shall mean a full time employee as defined in Article XXIII, Section D of this contract.

Employees who were previously employed in Pleasantville on a full time basis in the teachers' bargaining unit shall have the one (1) year waiting period for eligibility in the sick leave bank waived.

ARTICLE XXI

LEAVES OF ABSENCE

SECTION A. Child Rearing Leave

Child rearing leave without pay shall be granted upon request. The teacher shall inform the Superintendent of the anticipated commencement date of said leave. The teacher is to return to duties within two (2) years after commencing leave and on the first day of school in September, except when otherwise mutually agreed upon.

Item 1. The two (2) years shall be calculated as follows:

- a. Calculation for the purpose of defining "year" as stated above shall be determined from the birth date or adoption of the child.
- b. When the birth date or adoption date is prior to January 1, the remainder of said school year shall count as (1) full year.

- c. When the birth date or adoption date is January 1 or after, the remainder of the said school year shall not be counted as part of the two (2) year child rearing leave.

Item 2. Requests for child rearing leave shall be made on a year to year basis.

Item 3. Teachers will notify the District by March 1 of his/her intent for the next year. During the first year of the leave, if the notification is not received by the Superintendent by March 1, the leave will be automatically extended for the second year.

Item 4. If, in the second year of such leave, said notice is not given to the Superintendent by March 1, the teacher shall be deemed to have resigned and forfeited all claims to employment in the District.

Item 5. No more than one leave per child shall be granted and the leave must commence before the child is two (2) years of age.

Item 6. If the leave does not commence immediately following the birth or adoption of the child, said leave will begin at the start of the school year. This leave shall be for a period of one (1) year. Written notification for this leave must be made to the Superintendent by April 15.

SECTION B. Personal Leave

Item 1. Leave for personal reasons may be granted without loss of pay at the discretion of the Superintendent.

Item 2. Request for absence for personal reasons, except as stated in Item 4 below, should involve family needs of a legitimate nature, such as tending to legal business, family marriages, taking children to college, jury duty, closing on a house mortgage, etc.

Item 3. Requests should be submitted in writing, in advance, to the Superintendent stating the general reason for the leave requested, except as stated in Item 4 below.

Item 4. Two (2) personal days without stated reason shall be available to each teacher. Such days not used shall be added to unused sick leave accumulation. The limitation for personal days without reason will be two (2) per building per day. Unit members for whom no substitute is employed will not be counted in the above limitations.

The number of leave days for personal reasons shall remain unlimited, but subject to the Superintendent's discretion beyond the days so specified above.

Item 5. There shall be a five (5) school day notification for requests of all personal days except in an emergency.

"No reason" days may not be taken on the last scheduled working day before, or the first scheduled working day after, a vacation/recess period, i.e.: Summer vacation, December Holiday Recess, Mid-Winter Recess, Spring Recess, extended weekends.

SECTION C. Religious Day Observance

Each teacher shall be granted leave as required for his/her religious observance without loss of pay, and these days shall not be deducted from any leave granted for other purposes. This section shall be applicable only to those days of religious observance recognized by the Commissioner of Education and approved by the Board.

SECTION D. Bereavement Leave

Each teacher shall be granted up to a maximum of five (5) days for death in the family without loss of pay; the word "family" to mean close relative or one who has lived so closely with the teacher as to be a real member of his/her immediate family. Additional leave for this purpose may be granted at the discretion of the Superintendent.

SECTION E. Paid Professional Leave

Item 1. At the discretion of the Superintendent, leave at full salary shall be granted for such professional activities including, but not limited to, attendance at professional conventions, conferences or meetings, professional speaking engagements; service on committees or in special workshops outside the school system; visitation of other schools.

Item 2. Travel and lodging expenses incurred in connection with professional leave shall be paid for by the District when the Superintendent determines that such leave benefits the school system.

Item 3. Requests for professional leave shall be submitted in writing by the teacher to his/her building principal and shall be made far enough in advance of the effective date of the leave to allow proper administrative consideration.

SECTION F. Leaves for other purposes

Leaves of absence with full pay not chargeable against any other leave shall be granted for the following reasons:

1. Absence when a teacher is called for jury service, per diem allowance to be returned to the Pleasantville Union Free School District.
2. Court appearance when subpoenaed as a witness in any case connected with teacher's employment or the school.
3. Visitation of other schools when requested by the Superintendent.
4. Time necessary to take the Selective Service physical examination.
5. Attending any function when so directed by the administration.

SECTION G. A leave without pay may be requested in writing at any time and may be granted at the discretion of the Superintendent.

SECTION H. Service Leave

For each leave of absence thus granted it is understood that:

Item 1. It is to be used for study, health improvement, research, travel or some other activity, which in the judgement of the District will be of equivalent value to the school system.

Item 2. Any increment in salary granted the regular teaching staff will apply to each person on leave of absence.

Item 3. The teacher will return to service in the system.

Item 4. A person on leave is required to report to the Superintendent quarterly.

Item 5. Request for service leave shall be filed with the District by the end of January preceding the school year during which the prospective leave is planned. Said leave may be granted for up to one (1) year at half (1/2) pay.

Item 6. Status of teacher taking service leave

- a) During a service leave the teacher will be considered to be in the employ of the District. All benefits accruing to the teaching staff while a teacher is on service leave shall likewise be granted to a teacher on such leave. Upon return from such leave, the teacher will be placed on the salary schedule at the same level he/she would have achieved had he/she remained actively employed in the school district during the period of his/her absence.
- b) Upon return from service leave the teacher will be restored to his/her former position or a position of like nature and status.

ARTICLE XXII

GENERAL SALARY PROVISIONS

SECTION A. The salary schedule contained in this agreement is based upon a normal professional teaching load including but not limited to, such related factors as class size, class load, number of preparations, type of classes, non-teaching duties, and preparatory work related to these duties. The annual salary schedule for the school year beginning July 1, 2002 and ending June 30, 2003 is set forth in Appendix A, which is attached to and is part of this agreement. The annual salary schedule for year beginning July 1, 2003 and ending June 30, 2004 is set forth in Appendix B which is attached to and is part of this agreement. The annual salary for the school year beginning July 1, 2004 and ending June 30, 2005 is set forth in Appendix C which is attached to and is part of this agreement.

Item 1. Pre Steps:
Salaries of teachers hired after August 13, 1996, will be as follows:

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
First Year Teacher	\$1,500	\$1,000	\$0
Second Year Teacher	\$1,000	\$1,000	\$0
Third Year Teacher	\$500	\$500	\$0

Said individuals will advance on the schedule each year. In no event will pre-steps apply for more than the first three (3) years of employment in the District. Part time teachers will be pro-rated accordingly.

During the 2003-2004 school year, first and second year teachers shall receive a salary \$1,000 less than the step on which he/she is placed and third year teachers shall receive a salary \$500 less than the step on which he/she is placed. Effective July 1, 2004 there shall be no pre-steps and the pre-step language shall sunset.

All Excellence in Teaching (EIT) monies received by this District shall be retained by the District to be used to offset the above salary increases.

Duties performed beyond this normal load will receive additional compensation as provided in Article XXIII.

New employees who were previously employed in Pleasantville on a full time basis in the teachers' bargaining unit shall have the pre-steps waived commensurate with the length of time previously served in Pleasantville.

SECTION B. The following definitions shall apply to the salary schedules:

- Item 1.*
- Level A Bachelors
 - Level B Masters or Bachelors + 30 Including Masters
 - Level B-1 Masters + 10 or Bachelors + 40 Including Masters
 - Level B-2 Masters + 20 or Bachelors + 50 Including Masters
 - Level C Masters + 30 or Bachelors + 60 Including Masters
 - Level C-1 Bachelors + 70 Including Masters
 - Level C-2 Bachelors + 80 Including Masters
 - Level D Bachelors + 90 Including Masters

Item 2. Earned Doctorate or Bachelors Degree plus 105 credits with Masters Degree

Item 3. No more than twenty-five (25) inservice and/or training credits shall be applied toward salary adjustments.

SECTION C. Each teacher may be granted credit at the discretion of the District for up to four (4) years of military service regardless of when such military service occurred.

SECTION D. Salary credits for the placement of teachers on the salary schedule will be allowed under the following categories and conditions:

Item 1. Educational Advancement – A committee shall be established for the approval or disapproval of training, inservice, undergraduate or graduate courses. This committee shall consist of one (1) elementary teacher, one (1) middle school teacher, one (1) high school teacher and one (1) administrator. The Teachers' Association Executive Committee will appoint the teacher from each building. The Course Approval Committee shall operate as per its Mission Statement.

- a) Teachers must submit an application and obtain approval prior to taking the course. Letters of application should be submitted no later than two (2) weeks prior to initial session of the course.

Letters of application should include:

1. Sponsoring Agency
2. Instructor's Name
3. Hours of Credit
4. Course Description
5. Relationship between course and subject taught

- b) The committee shall forward its recommendation to the Superintendent for approval/disapproval.

Item 2.

- a) One (1) salary credit will be allowed for each semester hour of undergraduate or graduate credit provided the course has:
 - 1) Received prior approval as identified in Section D Item 1
 - 2) Is deemed to be related to the teacher's responsibilities as set forth by the Board of Education
 - 3) Is deemed to be expected to enhance a teacher's performance beyond that which is expected to be required to be competent in their duties
 - 4) Is taken at an Institution accredited to grant degrees
 - 5) Written verification of successful course completion
- b) One graduate or undergraduate credit will be granted for every fifteen (15) class hours.
- c) One inservice credit will be granted for every fifteen (15) class hours. This will be subject to the same criteria as above except that the providing institution is not required to be a credit-granting program.

One half (1/2) unit of inservice salary credit may be granted for a minimum of seven and a half (7 1/2) hours of seat time in an approved inservice course or multiples thereof to a total of three (3) inservice credits for any course. Excess hours above the fractional minimum cannot be saved or transferred to other courses at any time.

- d) One salary credit will be allowed for every thirty (30) hours of training time subject to the following criteria:
 - 1) Receipt of prior approval as identified in Section D, Item 1
 - 2) Written verification of successful course completion

- 3) Training must be related to the teacher's specialty and be of sufficient merit to improve his/her teaching skill considering professional preparation and background
- 4) Training will be instruction that does not merit the standard set forth for inservice credit.

SECTION E. A transcript of credit earned must be presented to the Superintendent before a salary increment is granted. Such increment is retroactive to the date of award of credit. Such incremental raises resulting from earned academic credit shall be adjusted semi-annually in October and March of each fiscal year, provided that transcripts are submitted by September 15 or February 15 of the respective adjustment period.

SECTION F. A salary is subject to audit and immediate correction at any time for error and/or adjustment of incorrect payment, and for reinterpretation of either the Education Law or salary schedule contained in this agreement.

SECTION G. When an offer of employment is made, the candidate will be informed concerning his/her placement on the salary schedule.

SECTION H.

Item 1. Salary credits for previous non-teaching experience may be allowed on an individual basis, subject to the approval of the Board.

Item 2. Original placement on step of salary schedule shall be determined by the Board of Education, Superintendent of Schools and the teacher involved.

SECTION I. Method of Payment

Item 1. Teachers shall be paid their annual salary during the normal work year as follows:

- a) Teachers whose duties normally begin on September 1 and end on the last day of school in June will be paid every other week beginning in September.
- b) Teachers may opt to be paid either twenty-one (21)/twenty-two (22) or twenty-six (26) equal installments per annum. Summer paychecks for those teachers on the twenty-six (26) paycheck schedule will be issued on the last day of the school year.

Item 2. When normal pay dates fall within a vacation period, all payments for that vacation period will be made on the last regularly scheduled workday prior to that vacation.

Item 3. The district agrees to:

- a) Direct deposit
- b) 125/129 plan, 3 strands
- c) Teacher's contributions to Vote Cope (payroll deduction)
- d) TSA and teacher deposits to credit union shall apply to every check and be remitted to the appropriate organization from every paycheck.

ARTICLE XXIII

EMPLOYEE BENEFITS

SECTION A. All teachers employed 50% or more shall be entitled to coverage in a health insurance plan with the same level of benefits that are presently in effect.

Item 1. A new teacher must submit to the Business Office within thirty (30) days of the first day of employment his/her Declaration of Intent to enroll. Failure to apply within thirty (30) days of employment may jeopardize enrollment in the plan desired.

Item 2. After thirty (30) days of employment, a teacher may apply for coverage by submitting to the Business Office his/her Declaration of Intent to enroll, and by conforming with the rules of admittance to the plan desired.

Item 3. As required by the insurance carriers:

- a) Addition of spouse must be made through the Business Office within thirty (30) days of date of marriage.
- b) Change in marital status or death of a spouse must be reported within fourteen (14) days to the Business Office so that the insurance carrier may be notified and adjustment in plan be made if necessary.

Item 4. Unit members will contribute to health insurance premiums as follows:

	<u>Family</u>	<u>Individual</u>
2002-2003	\$650	\$325
2003-2004	\$730	\$365
2004-2005	\$810	\$405

Deductions will be pro-rated over the number of checks the employee receives during the school year.

When two (2) spouses employed by the Pleasantville Union Free School District are eligible to enroll for health insurance coverage, they will no longer be eligible for dual family coverage. Both spouses may enroll for individual coverage or one may enroll for individual coverage and one may enroll for family coverage. Both, however, may not enroll for family coverage.

If, for any reason, the spousal relationship ceases to exist or one spouse leaves employ, the remaining spouse shall be free to enroll in whatever level of coverage is appropriate.

At the employee's option (except for dual family coverage) any teacher may reduce his/her medical insurance coverage by completing an appropriate form furnished by the district.

Any employee changing from family to individual coverage (including dual family coverage) or waiving family coverage or individual coverage shall receive as salary 50% of the

premium savings as a result of the election of the aforementioned change in coverage. The district will receive 50% of said savings.

In the event a teacher is involuntarily reduced to less than 50%, he/she shall continue to be eligible for health coverage. All part-time teachers hired prior to June 21, 1999, shall continue to be eligible for health benefits.

Employees electing to reduce their coverage must do so by March 1. Election to take effect after July 1. Payment of the employee's share shall begin with the first salary payment in September. Full coverage may be reinstated by notifying the district, in writing, by March 1. Said reinstatement shall take place July 1. The district shall waive March 1 notification date if the employee's insurance coverage changes drastically so as to cause severe hardship as a result of the employee's election to reduce coverage. Such circumstances are limited to death of spouse, loss of spouse's employment or loss of spouse's insurance coverage.

In the event that any such replacement health insurance plan at some future date fails to match the benefits provided by the former plan, the District shall either purchase such necessary riders so as to provide the same benefits provided by the former plan, or by reinstating the former plan.

The District shall guarantee payments at levels equal to that of the former plan in the event of any lapse of health insurance coverage as a result of a change of health insurance carriers or plans.

The employer shall continue to maintain the current level of contributions for those employees who have enrolled in an existing HMO program prior to the date of any change of health insurance carriers or plans.

The district shall insure that any benefits negotiated in addition to the current health insurance plan shall be maintained and/or available under any replacement plan.

Item 5. The teacher who reaches the age of sixty-five (65) or whose spouse becomes sixty-five (65), must notify the Business Office in advance so that the health insurance may be converted under the provisions of Medicare program.

Item 6. When accumulated sick leave of an insured teacher is exhausted, premiums will be paid by the District for such time, not to exceed ten (10) weeks, as may be necessary for the insured teacher to arrange his/her own coverage.

Item 7. Retired teachers will have their medical insurance premiums paid by the District. The District shall pay 100% of the premium amount of the individual and 100% for the family.

For those teachers employed after July 1, 1988, in order to receive the aforementioned benefit, teachers must be employed by the school district for at least fifteen (15) years. The cap as defined in Item 4 will apply to those teachers who retire with less than fifteen (15) years of service to the District.

SECTION B. The District shall make available to all teachers participation in a tax-sheltered annuity plan, provided that such annuity plan can be set up without the District incurring any liability therefore or any expense beyond those connected with payroll deductions for such plan.

SECTION C. The District will pay all fees equal in amount to the fees charged by the District appointed physician for all physical examinations and chest x-rays required of the teacher by the District.

SECTION D. All full time teachers shall be entitled to coverage in a family dental plan. The District shall pay 100% of the premium.

The District may change carriers so long as the level of benefits remain the same and the District confers with the Association prior to such change.

Full time will mean employees on an 80% or greater contract, or teachers whose full time positions have been reduced involuntarily by Board action.

SECTION E. All teachers on an 80% or greater contract or teachers whose full time position has been reduced involuntarily by Board action shall be entitled to coverage in a group life insurance plan. The premiums for this life insurance shall be fully paid by the District. Life insurance equal to 100% of the annual salary shall be provided.

SECTION F. All teachers shall be entitled to coverage in a group disability insurance plan to be selected by the parties to this agreement. Each teacher is provided with disability income insurance in the amount of 60% of his/her salary after a waiting period of 90 days with "primary only" social security integration. The Board shall pay 100% of the premium amount to the insurance carrier or carriers involved.

SECTION G. A longevity payment of \$800 shall be paid to each teacher who shall have been on Step 15 of the salary schedule for a minimum of five (5) years in Pleasantville. An additional longevity payment of \$1,100 shall be paid to each teacher who shall have been on Step 15 of the salary schedule for a minimum of the (10) years in Pleasantville and an additional longevity payment of \$2,100 shall be paid to each teacher who shall have been on Step 15 of the salary schedule for a minimum of fifteen (15) years.

SECTION H. The District shall make provision for payroll deductions for the purposes of savings and/or loan repayments with the Hudson River Teachers Federal Credit Union or its equivalent.

SECTION I. Any teacher having been in the employ of the School District for ten (10) or more years, who submits, on or before February 15 in the year of retirement to the Superintendent of Schools a written resignation effective at the end of the school year shall be eligible for a special retirement allowance, computed at the rate of one (1) day's pay (at the rate earned in the year of retirement) for every three (3) days of unused accumulated sick leave. The maximum payable to any teacher on retirement, regardless of the 3 for 1 ratio, shall be \$14,000.

Effective July 1, 1988, any teacher who receives said \$14,000 and accumulates sick days beyond 150 days that are not included within the \$14,000, will receive \$40 per day for

those additional accumulated days. For this provision only, the sick leave cap of 200 days shall not apply.

SECTION J. The parties agree to study the establishment of a Benefit Trust Fund. A committee of equal numbers appointed by the District and the Association will convene September 2002 and report back to the parties by November 2002. Upon receipt of the report, the negotiating teams agree to immediately reopen negotiations concerning the establishment of a Benefit Trust Fund.

SECTION K. Association members who volunteer to provide academic intervention services after the regular workday shall be compensated at the rate of \$40.00 per hour.

ARTICLE XXIV

CO-CURRICULAR ACTIVITIES

The District and the Association recognize that some co-curricular activities fall into the normal range of the school program and enrich and supplement subjects taught; others involve an expenditure of time and effort outside of that area.

SECTION A.

Item 1. These activities shall be supervised on a voluntary basis.

Item 2. The District will approve only those student activities that are clearly related to the educational program of the school.

Item 3. A teacher may relinquish or change a non-teaching assignment, such as that of an activity sponsor, after a period of one (1) year.

Item 4. It is understood that no monetary compensation shall be given for extra-curricular activities that have infrequent meetings or conclude before 3:30 p.m.

SECTION B.

Item 1. When activities or events begin after school or occur on non-school days, this shall be considered premium time. (Premium time includes evenings, weekends and school vacations). Chaperones or activity sponsors who receive no other compensation for the duty shall be compensated at the rate of \$20.00 per hour.

Item 2. If the District gives special approval for an all day trip during premium time, a teacher who accompanies a group shall be compensated at the rate of 1/200th per day of his/her annual salary. Trips taken for a shorter period of time will be compensated for on a pro-rated basis.

Item 3. The selection of supervisors or chaperones for an event shall be made in a fair and equitable manner using a procedure established by the Advisory Committee in the building involved.

Item 4. If not enough teachers volunteer to chaperone or supervise the extra-curricular activities in Items 1 and 2 above, the Principal may assign sufficient personnel on a rotating basis.

Item 5. Payment for the duties in Items 1, 2, 3, and 4 above is secured by the teacher submitting vouchers to the Principal for approval and submission to the District Office for payment.

Item 6. Chaperones shall report directly to the administrator in charge, or his designee, at the start of any such chaperone duty. The administrator shall inform the teacher of the exact nature and length of such duty.

SECTION C. The following items apply to those co-curricular activities listed in Appendix D:

Item 1. A list of positions that have been vacated and qualification for all such co-curricular activities shall be made available to all teachers in the school in sufficient time to permit written application for sponsoring such activities. Co-curricular activities shall be assigned by the administration to experienced and/or fully qualified teachers, with preference given to volunteers.

Item 2. Selection of new sponsors shall be made on the basis of seniority in the school among teachers who are equally qualified.

Item 3. No discrimination shall be made against individuals who do or do not volunteer.

Item 4. Compensation for teachers engaged in co-curricular activities shall be paid in accordance with the attached appendices.

Item 5. The rate of compensation for a new sport or major non-athletic activity shall be negotiated between the Association and the District.

Item 6. The District reserves the right to redefine the content of any activity so as to reduce the number of hours required or to eliminate such activity. In case of a redefinition of an activity, the new compensation will be determined by negotiation with the Association under the terms of this agreement.

Item 7. Co-curricular athletic salaries are to be paid twice during a season and co-curricular non-athletic salaries are to be paid four times a year.

ARTICLE XXV

GENERAL MATTERS

SECTION A. The District and the Association recognize that this agreement has been entered into pursuant to Article 14 of the Civil Service Law. It is understood and agreed by the parties hereto that if any of the provisions of the agreement shall contravene, or be invalid under, the laws of the State of New York, such contravention or invalidity shall not invalidate this entire agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

SECTION B. During the term of this agreement, the provisions herein take precedence over such policies of the Board as may be inconsistent therewith.

SECTION C. Any arrangement, agreement or contract entered into between the District and an individual teacher during the time of this agreement, shall be consistent with, and expressly made subject to, this agreement. During the term of this agreement, the provisions herein take precedence over such portions of arrangements, agreements or contracts between the District and individual teachers as may be inconsistent therewith.

SECTION D. The District shall give a copy of this agreement to each teacher employed by the District during the term of this agreement. Copies of this agreement shall be printed at the expense of the District.

SECTION E. The District recognizes that the education profession has both the right and the responsibility, acting within its Code of Ethics, to insist that teachers be free to teach and children free to learn the broad areas of knowledge, including those considered controversial. The teacher shall have the responsibility of keeping his/her building principal informed on all controversial issues to be taught. Whenever any group or individual brings charges against a teacher concerning the teacher's freedom to teach, if the District concurs with the teacher's position, it shall provide legal or other assistance for the protection of academic freedom.

SECTION F. In the event of a merger, the Board and the Association shall establish a committee to study staffing and all other aspects and implications of such consolidation.

ARTICLE XXVI

DUES DEDUCTION/AGENCY FEE

SECTION A. The District will deduct dues or an Agency Fee equal to the amount of dues from the salary of all bargaining unit members.

SECTION B. The Association shall certify to the District in writing the current rate of its membership dues.

SECTION C. The deduction referred to in Section A above shall be made in ten (10) equal payments taken from successive pay periods, starting with the second pay date in October.


ARTICLE XXVII
DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2002 and shall continue in effect through June 30, 2005.

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.

TEACHERS' ASSOCIATION
OF PLEASANTVILLE

PLEASANTVILLE
UNION FREE SCHOOL DISTRICT

By 
President

By 
Superintendent of Schools

Dated this 9th day of SEPTEMBER 2002.

APPENDIX A

Teachers' Salary Schedule 2002-03

<u>Step</u>	<u>A</u>	<u>B</u>	<u>B-1</u>	<u>B-2</u>	<u>C</u>	<u>C-1</u>	<u>C-2</u>	<u>D</u>
1	41,489	46,466	48,126	49,783	51,863	53,939	56,011	58,087
2	43,562	48,542	50,195	51,863	53,939	56,011	58,087	60,157
3	45,642	50,613	52,270	53,939	56,011	58,087	60,157	62,227
4	47,708	52,687	54,345	56,011	58,087	60,157	62,227	64,306
5	50,195	55,175	56,839	58,501	60,575	62,641	64,721	66,794
6	53,102	58,087	59,747	61,404	63,475	65,549	67,625	69,696
7	56,414	61,404	63,066	64,721	66,794	68,868	70,947	73,010
8	59,747	64,721	66,377	68,042	70,120	71,911	74,263	76,343
9	62,641	67,625	69,273	70,947	73,010	75,089	77,164	79,236
10	65,549	70,524	72,187	73,848	75,918	78,260	80,071	82,142
11	68,447	73,848	75,507	77,164	79,236	81,315	83,388	85,466
12	70,947	75,918	77,587	79,236	81,315	83,388	85,466	87,533
13	70,947	77,989	79,656	81,315	83,388	85,466	87,533	89,610
14	70,947	80,071	81,731	83,388	85,466	87,533	89,610	91,687
15	73,010	82,562	84,226	86,293	88,367	90,443	92,931	95,004

THE SALARY SCHEDULE FOR AN EARNED DOCTORATE (STEPS 8-15) OR MASTERS + 75 OR BACHELORS + 105 WITH MASTERS, SHALL BE \$2,488, MORE THAN CORRESPONDING STEP ON LEVEL D.

LEVEL A	BACHELORS
LEVEL B	MASTERS OR BACHELORS + 30 INCLUDING MASTERS
LEVEL B-1	MASTERS + 10 OR BACHELORS + 40 INCLUDING MASTERS
LEVEL B-2	MASTERS + 20 OR BACHELORS + 50 INCLUDING MASTERS
LEVEL C	MASTERS + 30 OR BACHELORS + 60 INCLUDING MASTERS
LEVEL C-1	BACHELORS + 70 INCLUDING MASTERS
LEVEL C-2	BACHELORS + 80 INCLUDING MASTERS
LEVEL D	BACHELORS + 90 INCLUDING MASTERS

APPENDIX B

Teachers' Salary Schedule 2003-04

<u>Step</u>	<u>A</u>	<u>B</u>	<u>B-1</u>	<u>B-2</u>	<u>C</u>	<u>C-1</u>	<u>C-2</u>	<u>D</u>
1	42,879	48,023	49,738	51,451	53,600	55,746	57,887	60,033
2	45,021	50,168	51,877	53,600	55,746	57,887	60,033	62,172
3	47,171	52,309	54,021	55,746	57,887	60,033	62,172	64,312
4	49,306	54,452	56,166	57,887	60,033	62,172	64,312	66,460
5	51,877	57,023	58,743	60,461	62,604	64,739	66,889	69,032
6	54,881	60,033	61,749	63,461	65,601	67,745	69,890	72,031
7	58,304	63,461	65,179	66,889	69,032	71,175	73,324	75,456
8	61,749	66,889	68,601	70,321	72,469	74,320	76,751	78,900
9	64,739	69,890	71,594	73,324	75,456	77,604	79,749	81,890
10	67,745	72,887	74,605	76,322	78,461	80,882	82,753	84,894
11	70,740	76,322	78,036	79,749	81,890	84,039	86,181	88,329
12	73,324	78,461	80,186	81,890	84,039	86,181	88,329	90,465
13	73,324	80,602	82,324	84,039	86,181	88,329	90,465	92,612
14	73,324	82,753	84,469	86,181	88,329	90,465	92,612	94,759
15	75,456	85,328	87,048	89,184	91,327	93,473	96,044	98,187

THE SALARY SCHEDULE FOR AN EARNED DOCTORATE (STEPS 8-15) OR MASTERS + 75 OR BACHELORS + 105 WITH MASTERS, SHALL BE \$2,571, MORE THAN CORRESPONDING STEP ON LEVEL D.

LEVEL A	BACHELORS
LEVEL B	MASTERS OR BACHELORS + 30 INCLUDING MASTERS
LEVEL B-1	MASTERS + 10 OR BACHELORS + 40 INCLUDING MASTERS
LEVEL B-2	MASTERS + 20 OR BACHELORS + 50 INCLUDING MASTERS
LEVEL C	MASTERS + 30 OR BACHELORS + 60 INCLUDING MASTERS
LEVEL C-1	BACHELORS + 70 INCLUDING MASTERS
LEVEL C-2	BACHELORS + 80 INCLUDING MASTERS
LEVEL D	BACHELORS + 90 INCLUDING MASTERS

APPENDIX C

Teachers' Salary Schedule 2004-05

<u>Step</u>	<u>A</u>	<u>B</u>	<u>B-1</u>	<u>B-2</u>	<u>C</u>	<u>C-1</u>	<u>C-2</u>	<u>D</u>
1	44,380	49,704	51,479	53,252	55,476	57,697	59,913	62,134
2	46,597	51,924	53,693	55,476	57,697	59,913	62,134	64,348
3	48,822	54,140	55,912	57,697	59,913	62,134	64,348	66,563
4	51,032	56,358	58,132	59,913	62,134	64,348	66,563	68,786
5	53,693	59,019	60,799	62,577	64,795	67,005	69,230	71,448
6	56,802	62,134	63,910	65,682	67,897	70,116	72,336	74,552
7	60,345	65,682	67,460	69,230	71,448	73,666	75,890	78,097
8	63,910	69,230	71,002	72,782	75,005	76,921	79,437	81,662
9	67,005	72,336	74,100	75,890	78,097	80,320	82,540	84,756
10	70,116	75,438	77,216	78,993	81,207	83,713	85,649	87,865
11	73,216	78,993	80,767	82,540	84,756	86,980	89,197	91,421
12	75,890	81,207	82,993	84,756	86,980	89,197	91,421	93,631
13	75,890	83,423	85,205	86,980	89,197	91,421	93,631	95,853
14	75,890	85,649	87,425	89,197	91,421	93,631	95,853	98,076
15	78,097	88,314	90,095	92,305	94,523	96,745	99,406	101,624

THE SALARY SCHEDULE FOR AN EARNED DOCTORATE (STEPS 8-15) OR MASTERS + 75 OR BACHELORS + 105 WITH MASTERS, SHALL BE \$2,661, MORE THAN CORRESPONDING STEP ON LEVEL D.

LEVEL A	BACHELORS
LEVEL B	MASTERS OR BACHELORS + 30 INCLUDING MASTERS
LEVEL B-1	MASTERS + 10 OR BACHELORS + 40 INCLUDING MASTERS
LEVEL B-2	MASTERS + 20 OR BACHELORS + 50 INCLUDING MASTERS
LEVEL C	MASTERS + 30 OR BACHELORS + 60 INCLUDING MASTERS
LEVEL C-1	BACHELORS + 70 INCLUDING MASTERS
LEVEL C-2	BACHELORS + 80 INCLUDING MASTERS
LEVEL D	BACHELORS + 90 INCLUDING MASTERS

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE 2002-2003

TITLE	2002-2003	2003-2004	2004-2005
Elementary Curriculum Coordinator	\$5,883	\$6,081	\$6,293
Elementary Supervisor Coordinator	\$5,883	\$6,081	\$6,293
Middle School Curriculum Coordinator	\$5,883	\$6,081	\$6,293
High School Curriculum Coordinator	\$5,883	\$6,081	\$6,293
District Educational Access TV Coordinator	\$5,639	\$5,828	\$6,032
K-12 Health Coordinator	\$1,679	\$1,735	\$1,796
K-12 Physical Education Chairperson/Athletic Director	\$5,883	\$6,081	\$6,293
K-12 Foreign Language Chairperson	\$4,199	\$4,340	\$4,492
K-12 Language Arts Chairperson	\$4,199	\$4,340	\$4,492
K-12 Math Chairperson	\$4,199	\$4,340	\$4,492
K-12 Music Chairperson	\$4,199	\$4,340	\$4,492
K-12 Science Chairperson	\$4,199	\$4,340	\$4,492
K-12 Social Studies Chairperson	\$4,199	\$4,340	\$4,492
K-12 Art Chairperson	\$4,199	\$4,340	\$4,492

APPENDIX E

EXTRA CURRICULAR AND SPORTS SALARY SCHEDULE 2002-2005

SPORT	STEP	2002-2003	2003-2004	2004-2005*
Baseball - Varsity Head	1	3,928	4,060	4,202
	2	4,817	4,978	5,153
	3	5,508	5,693	5,892
Baseball - Varsity Assistant	1	2,294	2,371	2,454
	2	2,812	2,906	3,008
	3	3,160	3,266	3,380
Baseball - Junior Varsity Head	1	2,201	2,275	2,355
	2	2,942	3,041	3,147
	3	3,464	3,580	3,706
Baseball - Modified Head	1	1,280	1,323	1,369
	2	1,710	1,767	1,829
	3	2,237	2,312	2,393
Basketball - Varsity Head	1	4,842	5,004	5,179
	2	6,173	6,380	6,603
	3	6,948	7,181	7,432
Basketball - Varsity Assistant	1	2,161	2,233	2,311
	2	2,811	2,905	3,007
	3	3,101	3,205	3,317
Basketball - Junior Varsity Head	1	2,706	2,797	2,894
	2	3,348	3,460	3,581
	3	3,774	3,900	4,037
Basketball - Freshman Head	1	1,996	2,063	2,135
	2	2,641	2,729	2,825
	3	3,207	3,315	3,431
Basketball - Modified Head	1	2,229	2,304	2,384
	2	2,757	2,849	2,949
	3	3,108	3,212	3,325
Cheerleading - Varsity Head Fall/Winter	1	3,113	3,217	3,330
	2	3,580	3,700	3,829
	3	3,852	3,981	4,120
Cheerleading - Junior Varsity Head	1	2,116	2,187	2,263
	2	2,462	2,544	2,634
	3	2,690	2,780	2,877

SPORT	STEP	2002-2003	2003-2004	2004-2005*
Cheerleading - Modified Head	1	1,138	1,176	1,217
	2	1,324	1,368	1,416
	3	1,448	1,497	1,549
Field Hockey - Varsity Head	1	3,743	3,868	4,004
	2	4,720	4,878	5,049
	3	5,365	5,545	5,739
Field Hockey - Varsity Assistant	1	2,173	2,246	2,324
	2	2,579	2,666	2,759
	3	2,842	2,937	3,040
Field Hockey - Junior Varsity Head	1	2,279	2,355	2,437
	2	3,038	3,140	3,250
	3	3,538	3,656	3,784
Field Hockey - Modified Head	1	1,496	1,546	1,600
	2	1,995	2,062	2,134
	3	2,322	2,400	2,484
Football - Varsity Head	1	5,392	5,573	5,768
	2	7,118	7,356	7,614
	3	8,277	8,554	8,854
Football - Varsity Assistant	1	2,817	2,911	3,013
	2	3,760	3,886	4,022
	3	4,392	4,539	4,698
Football - Junior Varsity Head	1	2,839	2,934	3,037
	2	3,790	3,916	4,054
	3	4,426	4,575	4,735
Football - Junior Varsity Assistant	1	1,704	1,761	1,823
	2	2,273	2,350	2,432
	3	2,655	2,744	2,840
Football - Freshman Head	1	2,500	2,583	2,674
	2	3,175	3,282	3,397
	3	3,630	3,751	3,882
Football - Freshman Assistant	1	1,921	1,985	2,055
	2	2,656	2,745	2,841
	3	2,996	3,096	3,205
Football - Modified Head	1	2,338	2,416	2,501
	2	3,121	3,226	3,338
	3	3,646	3,768	3,900

SPORT	STEP	2002-2003	2003-2004	2004-2005'
Football - Modified Assistant	1	1,921	1,985	2,055
	2	2,656	2,745	2,841
	3	2,996	3,096	3,205
Golf	1	2,378	2,458	2,544
	2	3,010	3,111	3,220
	3	3,426	3,541	3,665
Gymnastics	1	3,588	3,708	3,838
	2	4,448	4,597	4,758
	3	5,016	5,184	5,365
Ice Hockey - Varsity Head	1	3,743	3,868	4,004
	2	4,720	4,878	5,049
	3	5,365	5,545	5,739
Ice Hockey - Varsity Assistant	1	2,173	2,246	2,324
	2	2,579	2,666	2,759
	3	2,842	2,937	3,040
Ice Hockey - Junior Varsity Head	1	2,279	2,355	2,437
	2	3,038	3,140	3,250
	3	3,538	3,656	3,784
Intramurals	Per Hour	\$29	\$30	\$31
Lacrosse - Varsity Head	1	3,743	3,868	4,004
	2	4,720	4,878	5,049
	3	5,365	5,545	5,739
Lacrosse - Varsity Assistant	1	2,173	2,246	2,324
	2	2,579	2,666	2,759
	3	2,842	2,937	3,040
Lacrosse - Junior Varsity Head	1	2,279	2,355	2,437
	2	3,038	3,140	3,250
	3	3,538	3,656	3,784
Lacrosse - Modified Head	1	1,496	1,546	1,600
	2	1,995	2,062	2,134
	3	2,322	2,400	2,484
Soccer - Varsity Head	1	3,440	3,555	3,680
	2	4,099	4,236	4,385
	3	4,869	5,032	5,208
Soccer- Varsity Assistant		2,992	3,092	3,200

SPORT	STEP	2002-2003	2003-2004	2004-2005'
Soccer - Junior Varsity Head	1	2,037	2,105	2,179
	2	2,722	2,814	2,912
	3	3,179	3,285	3,400
Soccer- Modified Head	1	1,764	1,823	1,887
	2	2,159	2,231	2,309
	3	2,426	2,507	2,595
Softball - Varsity Head	1	3,928	4,060	4,202
	2	4,817	4,978	5,153
	3	5,508	5,693	5,892
Softball - Varsity Assistant	1	2,294	2,371	2,454
	2	2,812	2,906	3,008
	3	3,160	3,266	3,380
Softball - Junior Varsity Head	1	2,201	2,275	2,355
	2	2,942	3,041	3,147
	3	3,464	3,580	3,706
Softball - Modified Head	1	1,280	1,323	1,369
	2	1,710	1,767	1,829
	3	2,237	2,312	2,393
Swimming- Varsity Head		1,500	1,550	1,605
Tennis - Varsity Head (2)	1	3,000	3,101	3,209
	2	3,840	3,969	4,108
	3	4,371	4,517	4,676
Track - Cross Country Head	1	3,388	3,501	3,624
	2	4,150	4,289	4,439
	3	4,718	4,876	5,047
Track - Cross Country Modified		2,430	2,511	2,599
Track - Spring Head	1	3,743	3,868	4,004
	2	4,700	4,857	5,027
	3	5,356	5,535	5,729
Track - Spring Assistant	1	2,389	2,469	2,555
	2	2,971	3,070	3,178
	3	3,368	3,481	3,603
Track - Winter Head	1	3,719	3,844	3,978
	2	4,554	4,707	4,871
	3	5,112	5,283	5,468

SPORT	STEP	2002-2003	2003-2004	2004-2005'
Track - Modified Head	1	1,849	1,911	1,978
	2	2,441	2,523	2,611
	3	2,841	2,936	3,039
Volleyball - Varsity Head	1	3,000	3,101	3,209
	2	3,840	3,969	4,108
	3	4,371	4,517	4,676
Volleyball - Junior Varsity Head	1	2,030	2,098	2,171
	2	2,656	2,745	2,841
	3	3,086	3,189	3,301
Volleyball - Modified Head	1	1,471	1,520	1,573
	2	1,926	1,991	2,060
	3	2,237	2,312	2,393
Wrestling - Varsity Head	1	4,842	5,004	5,179
	2	6,173	6,380	6,603
	3	6,948	7,181	7,432
Wrestling - Varsity Assistant	1	2,161	2,233	2,311
	2	2,811	2,905	3,007
	3	3,101	3,205	3,317
Wrestling - Junior Varsity Head	1	2,434	2,516	2,604
	2	3,211	3,318	3,434
	3	3,727	3,851	3,986
Wrestling - Modified	1	1,773	1,832	1,897
	2	2,338	2,416	2,501
	3	2,714	2,805	2,903

*Effective July 1, 2004, the varsity head coach of any team that advances to a sectional game outside of those to which all teams are entitled will receive a stipend of \$100 per each such game.

Extra Curricular Activity	STEP	2002-2003	2003-2004	2004-2005
Assembly Coordinator BRS/MS/HS	1	\$867	\$896	\$927
	2	\$1,122	\$1,159	\$1,200
	3	\$1,298	\$1,342	\$1,389
Class Advisor - 12th Grade	1	\$2,160	\$2,232	\$2,310
	2	\$2,810	\$2,904	\$3,006
	3	\$3,239	\$3,348	\$3,465
Class Advisor - 11th Grade	1	\$1,298	\$1,342	\$1,389
	2	\$1,683	\$1,740	\$1,800
	3	\$1,943	\$2,008	\$2,079
Class Advisor - 8th, 9th, 10th Grade	1	\$992	\$1,025	\$1,061
	2	\$1,152	\$1,190	\$1,232
	3	\$1,255	\$1,297	\$1,342
Class Advisor - 5th, 6th, 7th Grade	1	\$646	\$668	\$691
	2	\$848	\$877	\$907
	3	\$974	\$1,007	\$1,042
Drama Club	1	\$4,017	\$4,151	\$4,296
	2	\$4,728	\$4,886	\$5,057
	3	\$5,204	\$5,379	\$5,567
Drama Club Assistant	1	\$1,186	\$1,225	\$1,268
	2	\$1,512	\$1,563	\$1,617
	3	\$1,729	\$1,787	\$1,849
ECHO		\$1,761	\$1,820	\$1,864
Ecology Coordinator per day (4 days)	1	\$323	\$334	\$346
	2	\$424	\$438	\$454
	3	\$486	\$502	\$520
Ecology Assistant per day (4 days)	1	\$152	\$157	\$162
	2	\$200	\$207	\$214
	3	\$233	\$241	\$249
Educational TV Coordinator - BRS, MS		\$2,087	\$2,157	\$2,232
Forensics		\$6,569	\$6,789	\$7,026
Forensics Assistant		\$2,190	\$2,263	\$2,342
Geology Club	1	\$1,186	\$1,225	\$1,268
	2	\$1,512	\$1,563	\$1,617
	3	\$1,729	\$1,787	\$1,849

Extra Curricular Activity	STEP	2002-2003	2003-2004	2004-2005
International Club	1	\$867	\$896	\$927
	2	\$1,122	\$1,159	\$1,200
	3	\$1,298	\$1,342	\$1,389
Literary Magazine - HS per issue (max.2)		\$709	\$733	\$758
Literary Magazine - MS - 3 issues		\$337	\$349	\$361
Marching Band		\$2,809	\$2,903	\$3,005
Math Counts			\$500	\$518
Math Bowl				\$518
Math Team -HS	1	\$1,499	\$1,550	\$1,604
	2	\$1,912	\$1,976	\$2,046
	3	\$2,186	\$2,259	\$2,338
Middle School Store	1	\$646	\$668	\$691
	2	\$848	\$877	\$907
	3	\$974	\$1,007	\$1,042
National Honor Society		\$1,761	\$1,820	\$1,864
Newspaper - HS (per issue) max. 10		\$261	\$270	\$279
Newspaper - MS		\$1,378	\$1,424	\$1,474
Newspaper - BRS		\$977	\$1,010	\$1,045
Olympics of the Mind	1	\$1,186	\$1,225	\$1,268
	2	\$1,512	\$1,563	\$1,617
	3	\$1,729	\$1,787	\$1,849
Performing Arts	1	\$1,298	\$1,342	\$1,389
	2	\$1,683	\$1,740	\$1,800
	3	\$1,943	\$2,008	\$2,079
S.O. Advisor (2) - High School	1	\$2,223	\$2,297	\$2,378
	2	\$2,805	\$2,899	\$3,000
	3	\$3,196	\$3,303	\$3,419
S.O. Advisor - Middle School	1	\$1,535	\$1,586	\$1,642
	2	\$1,890	\$1,953	\$2,021
	3	\$2,066	\$2,135	\$2,210
S.O. Advisor - BRS				\$518

Extra Curricular Activity	STEP	2002-2003	2003-2004	2004-2005
Treasurer - High School	1	\$2,417	\$2,498	\$2,585
	2	\$3,051	\$3,153	\$3,263
	3	\$3,476	\$3,592	\$3,718
Treasurer - Middle School		\$2,066	\$2,135	\$2,210
UN Club		\$1,298	\$1,342	\$1,389
Washington Trip Coordinator - per day 4 days	1	\$323	\$334	\$346
	2	\$424	\$438	\$454
	3	\$486	\$502	\$520
Washington Trip Assistant - per day 4 days	1	\$152	\$157	\$162
	2	\$200	\$207	\$214
	3	\$233	\$241	\$249
Yearbook - HS	1	\$2,839	\$2,934	\$3,037
	2	\$3,687	\$3,811	\$3,944
	3	\$4,254	\$4,396	\$4,550
Yearbook - MS	1	\$1,573	\$1,625	\$1,682
	2	\$1,926	\$1,990	\$2,060
	3	\$2,159	\$2,231	\$2,309
Yearbook -BRS			\$500	\$518