CONTRACTUAL AGREEMENT

The Superintendent of Schools
Hornell City School District

and

The Hornell Educators' Association
Hornell, New York

July 1, 2002 - June 30, 2008
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ARTICLE 1 - PREAMBLE

§ 1.1 Preamble. Recognizing that providing a high quality education for the children of Hornell is the paramount aim of this School District, and that good morale in the teaching staff is necessary for the best education of the children, We Do Hereby Declare That:

(a) District rights. The Board of Education, under law, has the final responsibility for establishing policies for the District. There is reserved exclusively to the Board of Education all rights, powers, responsibilities, and authority expressly or inherently vested in it by the Constitution and laws of the State of New York and by the United States, as well as authority arising from the precedent of policies, procedures and decisions historically established by the Board or by the Administration with Board approval and review. It is hereby agreed that the Board retains the rights and authorities aforementioned, and all authority necessary to implementing same, excepting where expressly limited or agreed differently in the provisions of this Agreement.

(b) Inclusive of agreement. The parties agree that all negotiable items discussed during negotiations will not be reopened during the life of this Agreement unless specifically stated elsewhere. This Agreement constitutes the full and complete commitments of the parties and may be altered, changed, added to, deleted from, or modified only through voluntary mutual consent of the parties or according to the rules of PERB.

§ 1.2 Definitions.

(a) The term "Association" means the Hornell Educators' Association.

(b) The term "Board" means the Board of Education of the Hornell City School District.

(c) The term "District" means the Hornell City School District.

(d) The term "Superintendent" means the Superintendent of Schools of the Hornell City School District.

(e) The term "teacher" means any person represented by the Hornell Educators' Association as his negotiating representative in accordance with the recognition specified herein. All articles or parts of articles contained herein shall apply to all unit members unless specified otherwise.

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

ARTICLE 2 - RECOGNITION

§ 2.1 Recognition. The Board recognizes the Hornell Educators' Association as the exclusive bargaining agent with the maximum time allowed by law.

(a) The term "teacher," for the purpose of this document, means classroom teacher and others on the teacher salary schedule.
(b) Also included as part of this unit, effective as of May 20, 1983, are school nurses who will receive all provisions under this contract unless otherwise noted.

(c) The recognition excludes district administrators and those professional personnel charged with supervising and/or evaluating other professional personnel.

(d) The term "teacher organization" means the Hornell Educators' Association.

ARTICLE 3 - DURATION

§ 3.1 Term of agreement.

(a) This Agreement shall be in continuing effect unless notice is given in the manner provided under §3.2(a) of a desire to make changes in its provisions.

(b) The provisions of each article and section attached hereto shall be effective until June 30, 2005 for all contract items.

(c) The provisions of sections and articles negotiated under §3.2(b) shall be effective upon agreement and shall continue in full force and effect until June 30th of the year of agreement unless different dates are provided in the section itself.

§ 3.2 Negotiations for successor agreement.

(a) Meetings of the negotiating committee may be initiated at the written request of either party but not later than February 15th of the year of expiration of this Agreement unless mutually agreed otherwise. All subject matter to be negotiated shall be submitted by that date. The parties shall arrange for a mutually satisfactory time and place for an initial meeting within a reasonable time thereafter.

(b) When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Superintendent for ratification.

(c) Upon ratification, the agreements shall be signed by the Association President and the Superintendent.

§ 3.3 Principles. The Superintendent and the Association agree to provide, upon request, copies of all available information germane to meaningful negotiations.

ARTICLE 4 - DUES DEDUCTION

§ 4.1 Dues deduction. The Superintendent agrees to deduct from the salary of the teachers dues for the Association as said teachers individually and voluntarily authorize the Superintendent to deduct and transmit the monies of the Association. All authorization forms are to be provided by the Association. Teacher authorization will be in writing on the form set forth below. The deductions will be in equal installments. Additional authorization will be honored and deductions made for the balance of the year beginning with the earliest possible payroll after submission of a payroll deduction card. The Board is to issue a monthly check to the Association for the dues collected and transmit said check to the Association Treasurer.
PAYROLL DEDUCTION AUTHORIZATION

SOCIAL SECURITY NUMBER: ________________________________________________________________

LAST NAME: ___________________________ FIRST: ______________________ MI: ____________

DISTRICT NAME: ______________________________________________________________

ASSOCIATION: ________________________________________________________________

TO THE BOARD OF EDUCATION:

I hereby authorize you, according to the arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association dues as certified by said Association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purpose. This authorization shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing and submitted to the Superintendent of Schools.

§ 4.2 Agency fee.

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

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

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

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

ARTICLE 5 - WORKING CONDITIONS

§ 5.1 Teacher assignment and schedule. Article 5 will remain in full force and effect until July 1, 2005, at which time it will revert back to Article 5 which appears in the July 1, 1997 to June 30, 2001 agreement (per Memorandum of Understanding dated May 12, 2003). Article 5 may be extended beyond June 30, 2005 by the written, mutual agreement of the Superintendent and the Association.
(a) Pupils are entitled to be taught by teachers working within their area of competence; therefore, teachers shall not be assigned, except for good cause, outside the scope of their teaching certification and/or field of study.

(b) All teachers shall be given notice of their tentative building assignments, and tentative grade or tentative subject assignments for the forthcoming year no later than the 15th of May or whenever feasible.

(c) Lesson plans must be prepared as designated by the building principal. These may be done weekly or on an emergency substitute folder basis. In either case, they will be examined by a supervisor. In a building where the substitute folder basis is used, a probationary teacher may be required to use the weekly plan basis instead of the emergency substitute folder, if requested by the principal. It is also the teacher's responsibility to see that the weekly lesson plans or substitute folders are available in a certain location, as directed by the principal. These plans will be prepared in such a manner that they can also be effectively used by a substitute teacher. In buildings where the emergency substitute folder is used, there shall be a minimum of three (3) and a maximum of five (5) emergency plans available in the folder at all times.

(d) Teacher assignments shall be made without regard to race, color, sex, creed, national origin, marital status, religion, or union membership.

(e) Seniority is defined by the Commissioner and Education Law. Teacher seniority shall be determined by seniority guidelines established August 31, 1978, and revised each year by the Superintendent. A copy of the teachers' seniority list may be obtained upon request to the Superintendent.

§ 5.2  Secondary teaching load.

(a) The number of daily periods of classroom instruction for secondary teachers assigned full-time or a majority of their day in the departments of English, social studies, mathematics, science, second languages, business and health will normally be five (5).

(b) The number of daily periods of classroom instruction for secondary teachers assigned full-time or a majority of their day to any departments other than those mentioned in §5.2(a) will normally be six (6).

(1) Teachers with a normal teaching load under Articles 5.2(a) and 5.2(b) will be required to attend no more than one (1) forty-minute team planning period per week during one of their individual preparation periods.

(2) Teachers with more instructional assignments than the normal teaching load under Articles 5.2(a) and 5.2(b) are encouraged to attend the one (1) forty-minute team planning period per week, but are not required to attend this team planning.

(c) At the secondary school, grades 7-12, a nine (9) period day plus a minimum of a one-half (.5) hour duty-free lunch will be utilized. For grades seven (7) through twelve (12), each of the nine (9) periods will be forty (40) minutes long. Secondary teachers will, therefore, be assigned on the basis of a thirty-six (36) period, four-day rotation as follows:

(1) Each teacher will receive ten (10) individual preparation periods per four-day rotation with at least two preparation periods each day. Those teachers assigned to teach six
classes will receive twelve (12) preparation periods per four-day rotation. Preparation time is defined as time during the teacher workday, excluding the duty-free lunch hour, when the teacher has no assigned duty.

(2) Per four-day rotation, a minimum of twenty (20) instructional periods, not to exceed a maximum of twenty-four (24) instructional periods, will be assigned to each teacher based upon the following conditions. Teachers referred to in § 5.2 will be given a minimum of twenty (20) instructional periods per four day rotation. Within each department, no more than two (2) may be assigned twenty-four (24) instructional periods. With the exception of departments listed in § 5.2(a) of three people or less, no teacher will be required to teach the twenty-four (24) periods per four day rotation more than one (1) year in any given two-year period. Teachers referred to in § 5.2(b) will normally be given twenty-four (24) instructional periods per four day rotation.

(3) The remainder of the thirty-six (36) period four-day rotation will be assigned on an individual teacher basis as non-instructional assignments. A teacher with five instructional assignments will receive no more than six (6) periods of non-instructional assignments per four day rotation.

(4) A non-instructional assignment will include study halls, in-house suspension room, computer lab, library, and any other assignment mutually agreed upon by the District and the Association. Department Coordinators may be granted a non-instructional assignment to carry out a portion of their duties.

(5) Examples to clarify a teacher's assignment at the 7th-12th grade level follow:

Example 1: A teacher has 20 instructional assignments, 10 preparation periods and 6 non-instructional assignment periods per four-day rotation.

Example 2: A teacher has 24 instructional assignments, 12 preparation periods and 0 non-instructional assignment periods per four day rotation.

(d) Any teacher may request a part or all of a sixth period instructional assignment.

(e) If the District desires to change the number of periods in the secondary school day (7-12), the District will request and the Association will agree to reopen negotiations on this article.

(f) The secondary departments listed in §5.2(a) shall not be assigned more than an average of one hundred thirty (130) students (except for science where the number is to be 135 students) per teacher for instruction. When a teacher volunteers to teach a sixth (6th) class preparation, the limitation on the average number of student language immediately above does not apply.

(g) The District’s ability to assign teachers to teach twenty-four (24) teaching periods per four day rotation shall not be used to diminish the number of teaching positions.

(h) On or before October 30, 1998, a joint Association/District committee will be established to explore alternative secondary scheduling (grades 7-12). The Association President and the Superintendent will jointly agree on the committee members. The Committee will consist of seven (7) teachers, one from each of the following subject areas: Math, Science, Social Studies, English/Foreign Language, Guidance, Music/Art and Technology/Business, two (2) building administrators, two (2) parents and one (1) student. The Committee’s recommendations will be submitted to the Association President and the Superintendent. Upon receiving the Committee’s
recommendations, if the Superintendent requests negotiations during the life of this agreement, the Association agrees to enter into such negotiations at that point in time. The Committee's recommendations will be completed on or before June 1, 1999.

§ 5.3 Class size. The Superintendent and the Association firmly believe that the primary function of the Superintendent and the professional staff is to assure each boy and girl attending the District schools the highest level of educational opportunities obtainable. To augment this, building principals and teachers will make every effort to see that similar classes are reasonable in size.

§ 5.4 Elementary preparation time. Teachers other than secondary teachers shall have at least one (1) daily preparation period. Preparation time is defined as time during the teacher workday, excluding the duty-free lunch hour, when the teacher has no assigned duty.

§ 5.5 Distance learning project (DLP). For those unit members involved with the distance learning project, the following shall apply:

(a) DLP classes shall be taught by teachers certified in the area they will be teaching.

(b) The teaching of DLP classes shall be strictly voluntary.

(c) Assignments to teach DLP classes shall be made annually. Each DLP course to be offered shall be posted to permit unit members to apply.

(d) The DLP program shall be supplemental and shall not be used to reduce the size of the bargaining unit.

(e) DLP courses shall be considered to be bargaining unit work in the district from which they are transmitted.

(f) There shall be no additional compensation for teaching a DLP class.

(g) Teachers who teach DLP classes shall receive the equivalent of one (1) additional secondary preparation period per day for each class taught.

(h) The DLP program shall not adversely affect the preparation time or workload of the rest of the unit members.

(i) The District shall make every effort to limit the class size of the DLP classes to a maximum of twenty (20) students.

(j) Evaluations of teachers teaching DLP classes shall be in accordance with the contract provision of the district where the course originates. Tapes of lessons shall not be used for evaluating. Evaluators shall observe the teacher's class, rather than monitoring the television.

(k) The district will provide someone to operate the transmitting equipment for the teacher transmitting the lesson when requested by the teacher.

(l) The district receiving the transmitted lesson shall assume full responsibility and liability for the supervision of students in the receiving school.
§ 5.6 Teacher work day.

(a) Teaching hours are to be designated by the Superintendent.

(1) All teachers in the elementary and secondary schools shall work a minimum regular schedule of seven (7) hours and eighteen (18) minutes including a duty-free lunch of a minimum of thirty (30) minutes and a maximum of forty (40) minutes. At the primary levels (K, 1 and 2) the District will make every effort to equalize the instructional time. Each primary teacher will receive at least a total of forty-five (45) minutes of unassigned time from the time before student arrival and after student dismissal.

(2) Teachers recognize that attendance at faculty and department meetings is a part of their professional duty. Except in an emergency, meetings at which teachers are expected to attend will be announced at least one (1) week in advance. At least two (2) days prior to the meeting each teacher expected to attend will be provided with an agenda. All faculty and department meetings will be reasonable in length. It is expected that the number of faculty and department and grade level meetings will not exceed two meetings per month except in cases of an emergency. The meetings referred to in this paragraph include: department and grade level meetings, faculty meetings and ad hoc meetings (e.g., orientation, AP, college night, awards assemblies, and National Honor Society selection committee).

(3) Teachers will be excused immediately after the dismissal of students on Friday and days before a vacation.

(4) Teachers may leave school at the end of the day upon the completion of their professional duties.

(b) Principals may, at their own discretion, excuse teachers for other valid reasons.

(c) Teachers who are to be absent in the morning should report this fact as early as possible, preferably not later than 7:00 AM.

(d) Teachers are required to attend the following staff meetings: (1) Superintendent's general staff meetings or other meetings called by the Superintendent, (2) general faculty meetings called by the school principal, (3) meetings involving curriculum or study of proposed inservice education as authorized by the Superintendent or his designated representative, (4) department meetings and grade level meetings as authorized by the appropriate individual. It is expected that the total of such meetings shall not exceed two meetings per month except in cases of emergency. One of the department or grade level meetings held each year will be used for enhancement of skills/knowledge/training. This type of training will be determined by the department/grade level.

5.7 Length of work year.

(a) The school calendar shall not be more than one hundred and eighty-six (186) days including conference days. If no snow or emergency days are used, two (2) days will be granted either at spring vacation, Easter or Memorial Day weekend, at the option of the Board. If one snow day is used, one (1) day will be granted at either spring vacation, Easter or Memorial Day weekend, at the option of the Board. The option pertains to when they would be granted.
(b) In the event that any days in excess of one hundred and eighty (180) days are not used during the school year, two (2) days will be given the last week of school for the culmination of teacher duties in grades RK-6.

§ 5.8 Parent-teacher conference. In the event a conference is deemed necessary in an individual circumstance and requested by a teacher, parent, principal, student or guidance department, it shall be arranged at the mutual convenience of the parties involved.

§ 5.9 Parent visitation night. Teachers are required to be on duty parents visiting night unless excused by their principal. No less than two (2) weeks notice must be given of parents visiting night. The purpose of parents visiting night will be to familiarize the parents with the program or to discuss the specific strengths or weaknesses of a student.

§5.10 District designated parent-teacher conference days. On those days designated by the District as parent-teacher conference days, the following will apply:

(a) The decision as to whether the parent-teacher conferences will be held during the normal teacher workday or with a flexible schedule (see c) or from 2:00 PM to 8:00 PM (see d) will be decided at each building by the building leadership team at that site.

(b) After each parent-teacher conference day held, the building leadership team at each site will evaluate the results of parent participation. This evaluation will be used by the building leadership team as a basis for deciding how parent-teacher conference days will be held in subsequent years.

(c) Teachers may schedule parent-teacher conferences after work hours during the week of the designated parent-teacher conference day and not be required to report to work for an equivalent number of hours for which they have parent conferences held beyond the workday.

(d) A school building leadership team may elect to hold parent-teacher conferences between the hours of 2:00 PM and 8:00 PM on the designated parent-teacher conference day with an appropriate break for dinner.

§ 5.11 Least restrictive environment - negotiations required

(a) The District and the Association recognize that there are many ways to implement the least restrictive environment mandate.

(b) The District recognizes that the implementation of the requirement that it provide education to students with disabilities which ensures that students with disabilities ages three (3) to twenty-one (21) are provided a free, appropriate public education may impact on teachers.

(c) The District agrees that if the Association so requests during the term of this agreement, it will open negotiations on the impact of the implementation of the least restrictive environment mandate. If negotiations are requested, the process used to solve the issue will be principled negotiations.
ARTICLE 6 - SUBCONTRACTING

§ 6.1 Subcontracting only with mutual agreement. The process of subcontracting will not be used without the mutual agreement of the Board and the Association. It is understood that BOCES service is not to be considered subcontracting.

§ 6.2 Extracurricular duties.

(a) All extracurricular duties will be posted before June 1 of each year.

(b) If, after fifteen (15) calendar days, no application has been received, the Superintendent will contact the Association President and inform him of the failure to have any acceptable candidates apply for the vacant position.

(c) If the Association cannot find an acceptable candidate within ten (10) calendar days after notification from the Superintendent, the administration is free to secure any personnel they deem suitable.

(d) Payment to personnel outside of the Association’s unit will be the same as that listed in the payment schedule.

§ 6.3 Coaching position.

(a) All coaching positions will be posted before June 1 of each year.

(b) Whenever feasible, all coaches hired will be notified in accordance with the following schedule: July 1 for fall sports; September 1 for winter sports; January 1 for spring sports.

(c) All coaching positions are not to be considered as subcontracting as described in §6.1.

(d) All certified and qualified applicants for coaching positions will be considered by the Superintendent for these assignments. The Superintendent will then make recommendations of candidates to the Board of Education.

(e) Payment to personnel outside of the Association will be the same as that listed in the payment schedule. The longevity provision in the payment schedule applies only to teachers.

ARTICLE 7 - ASSOCIATION PRIVILEGES

§ 7.1 NEA/New York delegate assembly. The Association may designate their maximum allowable number of voting representatives to attend the annual New York State House of Delegates meeting. These delegates shall be granted such leave with pay as is necessary to discharge their obligations as delegates. Such leave shall not be charged against personal leave or sick leave, and must be taken during the school year. The leave must be approved by the Superintendent at least ten (10) days in advance. The Association will pay the Board the cost of a substitute salary for each school day a leave is granted and a substitute is hired.

§ 7.2 Leave day. All other professional conference requests shall be subject to specific advance approval of the Superintendent. The Association will be granted an additional twelve (12) days' leave with pay and without deductions from any other leave to conduct Association business. At least twenty-four (24) hours' notice must be given in order to use this leave. The
Association will pay the District the cost of the substitute’s salary for each school day a leave is granted and a substitute is hired.

§ 7.3 Notification of use of day. The Association will provide a certified list of teachers attending any conference or Districtwide meeting where release time has been granted at the request of the Association. This list will be submitted and certified by the Association President to the Superintendent within five (5) teaching days after the conference or meeting.

§ 7.4 NYSTRS meeting. The Association may designate one delegate to attend the New York State Retirement Meeting. This delegate shall be granted such leave with pay as is necessary to discharge his obligation as a delegate. Such leave shall not be charged against personal leave or sick leave and must be taken during the school year. The leave must be approved by the Superintendent at least ten (10) days in advance. The Association will pay the District the cost of a substitute salary for each school day a leave is granted and a substitute is hired.

§ 7.5 Use of communication device. The Association will have the use of the communication devices and facilities (see memorandum) subject to the Superintendent’s regulations.

§ 7.6 Release time for association president. The Association President shall receive no duties beyond the normal classroom assignment. This provision, however, will not be used to excuse the Association President from attending any required meetings set forth in this agreement.

§ 7.7 Board meeting information provided. Prior to each regular Board meeting, the District will send to the Association President a copy of the Board agenda. As soon as they are available following each regular Board meeting, the District will send copies of the minutes of the meeting to the Association President.

ARTICLE 8 - VACANCY AND TRANSFER

§ 8.1 Vacancy posted. Monthly during the school year, the Superintendent will list vacancies to be placed in all principals’ offices and faculty rooms. The list will include both bargaining unit vacancies and newly created bargaining unit positions. If a vacancy occurs during the summer, the District will notify the Association President to advise him of the vacancy. In addition, teachers who wish to receive vacancy notices during the summer may do so by providing the District with self-addressed, stamped envelopes prior to the end of the school year. On the back of each envelope the teacher will indicate his area(s) of interest for which he wishes to receive a copy of the posting. Any teacher who applies for a vacancy will receive an interview.

§ 8.2 Request for transfer. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another school building shall file a written statement of such desire with their principal and the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and/or the school building or buildings to which he desires to be transferred. Where such request contains a multiple choice, the grades, subjects or schools shall be listed in order of preference.

§ 8.3 Consideration for transfer. Requests from members of the incumbent professional staff should be considered concurrently with hiring new teachers. Incumbent applicants for a position should be notified in writing as soon as a decision has been made.
ARTICLE 9 - STUDENT DISCIPLINE AND TEACHER PROTECTION

§ 9.1 District support. The Board hereby assures teachers that it shall put its full support behind the procedures and policies hereafter recommended and adopted by the Board in matters of discipline. The Board, administration and the Association recognize a mutual responsibility for the enforcement of such policies.

§ 9.2 Corporal punishment and teacher protection. Disciplinary matters concerning corporal punishment shall be pursuant to New York State Education Law and Commissioner of Education Rules and Regulations. Also, matters concerning physical assault by a student, legal services for teachers, etc., shall be pursuant to New York Education Law and Commissioner of Education Rules and Regulations as provided for in §35.10 Penal Law and §3028 of the Education Law.

§ 9.3 Student discipline.

(a) The Association and the Board recognize that good discipline is essential to good education. It is realized that human dignity is an inherent right of an individual. Therefore, all teachers should emphasize a positive approach to discipline and should attempt to use devices other than ridicule, sarcasm, profanity, or negative criticism in dealing with students.

(b) Each building administrator will develop a disciplinary referral and response procedure for his respective building. In addition, a procedure will be developed whereby the counselors, teachers and medical department are fully informed of known problems and handicapping conditions of students in their buildings.

(c) The District agrees to supply legal counsel at its expense to apprise a teacher of his legal rights in all cases of assault and/or battery suffered by him in connection with his employment.

§ 9.4 Student control. Teachers shall recognize and actively assist the administration to carry out good control in the classroom, corridors, assemblies in their respective buildings, on their respective building premises, or where the teacher is in charge (field trips, etc.).

§ 9.5 Absence due to injury or assault.

(a) Whenever a regularly employed teacher is absent from his employment and unable to perform his duties as a result of personal injury caused by an accident or an assault occurring in the course of his employment, and the teacher has not been personally negligent with reference to the incident, he will be paid his full salary during the first three (3) months of his absence from his employment. None of this time will be charged sick leave. The amount of any weekly Workman's Compensation (salary) award made for temporary disability due to said injury will be paid to the Board. This contingency is applicable only during the first three (3) months of the disability. If the disability continues beyond three (3) months, the teacher will be entitled to the benefits of the sick leave provision of the contract. The teacher will be entitled to the full benefit of any settlement award(s) received as a result of said accident or assault. Where the Workers Compensation board determines that the injury did not occur during the course of employment, the teacher shall only be entitled to use his available sick time. In such an event, the District will make the necessary retroactive adjustments.
(b) The District will reimburse teachers for the present value cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment, when the teacher has not been personally negligent with reference to the incident. The amount paid to the teacher by the Board shall not exceed the difference between the present value and any amounts received by the teacher from personal insurance or parental or student restitution.

§ 9.6 Negligence. Any lawsuits arising out of alleged negligence in pupil accident or property damage cases shall be handled pursuant to New York State Education Law and Commission of Education Rules and Regulations §3023.

§ 9.7 Notification of complaint. Serious complaints regarding a teacher made to the administration by any parent, student or other person will be promptly called to the attention of the teacher by the principal.

ARTICLE 10 - TEACHER DISCIPLINE OR DISMISSAL

§10.1 Just cause. No teacher should be disciplined, reprimanded or reduced in rank or compensation without just cause.

§10.2 Building representative/administrator meeting. Association building representatives may meet with administrators to discuss questions and/or problems arising from areas covered in this Agreement.

§10.3 Right to representation. Any teacher shall have the right to appear with a representative of the Association when consulting officially with the administrative personnel for any reason relating to the terms of this contract, or in such other matters as the teacher and administrator involved agree to the presence of an Association representative.

ARTICLE 11 - TEACHER PERSONNEL FILE

§11.1 Access to file. A teacher will have the right, upon request, to review the content of his personnel files, and the right to add material by way of explanation to any statements found therein. Pre-hire information, as well as any information that the teacher has acknowledged as being confidential as its source, should not be shown to the teacher and should be withdrawn from the file. However, all other information should be available for inspection and comments. Any written material omitted from the file shall not be used to reprimand, discipline or dismiss a teacher.

§11.2 Copies to teacher. Effective January 1, 1992, any information of an evaluative nature that is to be placed in a teacher’s file will be copied to the teacher.

ARTICLE 12 - EVALUATION PROCEDURE

§12.1 Procedure. (Effective January 1, 1992)

(a) All monitoring or observation of the classroom performance of the teacher will be conducted openly with the full knowledge of the teacher.

(b) At least one observation of a full class period for secondary teachers or at least one complete lesson for elementary teachers must be included in any teacher evaluation. A teacher
may request additional classroom observations for specific problems or needs. As far as practicable, such request will be granted.

(c) Within five school days of a classroom visitation, the administrator will meet with the teacher to discuss any observation that will be written.

(d) Any written observation must be submitted to the teacher within five school days of the observation conference.

(e) Upon receipt, the teacher shall sign each written observation and attach any written response within five school days. The signature will indicate that the teacher has had the opportunity to review and discuss the completed observation.

(f) The five-day requirement may be waived by mutual consent.

§12.2 Evaluation.

(a) During each full year of employment, each probationary teacher will receive a minimum of three (3) written evaluations. The first evaluation will occur within the first three (3) months of teaching during the probationary period.

(b) Tenured teachers will receive a minimum of one written evaluation each year.

(c) A teacher may request additional evaluations for specific problems or needs. As far as practicable such request shall be granted.

(d) Within five (5) school days of receipt of a written evaluation, the administrator will meet with the teacher to discuss the evaluation.

(e) The teacher shall sign each written evaluation and attach any written response within five (5) school days of the conference. The signature will indicate that the teacher has had the opportunity to review and discuss the completed evaluation. Any written response shall be attached to the evaluation prior to placement in the teacher's personnel file.

(f) Each evaluation will summarize the classroom observations referred to in §12.1.

(g) The five-day requirement may be waived by mutual consent.

§12.3 Recommendations. If any deficiencies are noted on the written observation or evaluation form, they will be accompanied by suggestions for improvement.

§12.4 Additional information. Factors other than the classroom performance may be considered to be necessary in the evaluation of the performance of a teacher. In order for information other than the classroom evaluations to be considered, all information used to evaluate the performance of a teacher must be documented.

§12.5 Academic freedom. It is the intention of the district that the assessment process not be limited to, nor require knowledge of, specific terminology of any one mode of instruction.
ARTICLE 13 - REDUCTION IN FORCE

§13.1 Conformance to law. In the event the District finds it necessary to reduce the size of the bargaining unit, the District will reduce the staff in conformance with the Education Law.

ARTICLE 14 - ACADEMIC FREEDOM

§14.1 Principles. The Superintendent and the Association believe that decisions concerning school learning experiences which develop a person's talents can be made best by a teacher and principal who know the learner and have professional experience and training.

§14.2 Responding to complaint.

(a) Criticisms of books or materials in use in the school and/or library shall be brought to the attention of the principal or teacher. The principal will arrange a conference consisting of the complainant, the teacher and the principal to discuss the matter. The principal will give to the complainant the form titled, "Request for Re-evaluation of Instructional Materials" and a copy of the Board policy. The complainant, if he so desires, may complete the form and submit it to the Superintendent.

(b) A committee consisting of two administrators appointed by the Superintendent and two teachers appointed by the Association, one from the subject area or grade level and one from outside the subject area or grade level, shall be appointed by the Superintendent to study the charges. The books or materials will be kept in circulation pending a decision delivered in writing by the above committee. The committee will elect its own chairman and make a report of its decision to the Association and to the Superintendent. This will be the final settlement of the matter unless appealed to the Board.

(c) Any appeal from this decision shall be made through the Superintendent's Office to the Board for a final decision.

ARTICLE 15 - PROFESSIONAL DEVELOPMENT

§15.1 Request. Requests to attend professional meetings or conferences shall be made through the building principal.

§15.2 Reimbursement for expense. The Board will pay all expenses including transportation, fees and one meal going to or from the conference, workshop or seminar. In addition, if an overnight is required and approved, the Board will pay one (1) full day of expenses towards housing and meals up to one hundred and twenty dollars ($120).

§15.3 Prior approval. Any workshop, seminar or conference for which teachers expect reimbursement for necessary expenses must be approved by the Board or the Superintendent in advance. Written application for such approval shall be made on forms prescribed by and be filed with the Superintendent together with supporting receipts and other pertinent documents. Mileage reimbursement for transportation by personal automobile will be made at the rate of twenty-four cents ($0.24) per mile.
§15.4 Attendance without reimbursement. A teacher may, with the advance approval of the Superintendent, attend such sessions at his own expense, and the Board shall provide a substitute. The time taken to attend such sessions shall not be counted against the attending teacher's personal leave or sick leave, and the teacher shall receive pay for the period involved.

§15.5 Report. Teachers attending any conference or professional meetings should, upon request, make an oral and/or written report to the Instructional Council and other interested parties such as department or elementary teachers involved in the subject of the conference, etc. Copies of the report (if written) or of the minutes of the Instructional Council (if oral) will be sent to the Superintendent and be available to other interested parties upon request.

§15.6 Staff development. As a part of the District's and the Association's ongoing commitment to improve instruction, a Professional Development Program has been made available for teachers. Teachers are encouraged to participate in this program with the assurance that the following principles shall apply:

(a) Participation in the program is voluntary.

(b) Teachers who participate in the training are under no obligation to participate in the formative evaluations of other teachers.

(c) The training will be held during work hours within the teacher work year. Teachers may, however, voluntarily agree to participate at other times.

(d) Teachers are not required to have formative evaluations done by other teachers.

(e) Formative evaluations, observations, materials, criteria, or procedures, when such evaluations are done by persons other than those District personnel responsible for the supervising and evaluating of teachers, shall not be used in any dismissal or discipline procedures. All such formative evaluations, whether conducted by teachers or mentors, shall be considered to be strictly confidential.

ARTICLE 16 - COMMITTEES

§16.1 Committee appointment. It is agreed that the consent of the teacher should be secured before he is appointed to any committee membership or chairmanship.

§16.2 Curriculum council.

(a) The Superintendent and the Association recognize that the planning and advising on basic educational studies as they are related to the improvement of the educational program are the joint concern of the administration and the teaching staff.

(b) The Superintendent and the Association recognize the function of the Curriculum Council. The teacher members of the Curriculum Council will consist of the department coordinators. The administrative members will be appointed by the Superintendent. The Council shall develop its guidelines of operation, aims and objectives. Regular meetings will be scheduled at least four (4) times each school year.
ARTICLE 17 - SICK LEAVE

§17.1 Sick leave.

(a) Teachers will receive twelve (12) days personal and family sick leave each year.

(b) Sick leave days will be accumulated to a total of one hundred and eighty (180) days. Upon accumulation of 180 days, a person will be credited with twelve (12) additional days; however, no more than 180 days may accumulated at the end of any given school year.

(c) Special requests may be filed for allowance of absences for other emergency reasons such as appearance in court, severe storm or other causes beyond the control of the teacher. When allowed, such leave shall be deducted from the teacher's accumulated total.

(d) A doctor's certificate for sick leave must be submitted at the request of the Superintendent or Assistant Superintendent. Such request may be made during any absences, but no later than three (3) school days after his return to work. The District will pay the cost of such certificates provided that the individual involved schedules an appointment with the school-designated physician through the appropriate District offices.

(e) Family sick leave is considered an illness or death in the immediate family. "Immediate family" shall consist of husband, wife, father, legal guardian, mother, brother, sister, corresponding inlaws, uncle, aunt, nephew, niece, first cousin, grandparents, children, and a more distant relative if residing in the teacher's home at the time of illness or death. Family sick leave may not be used to accompany or transport a member of the immediate family to a different climate for convalescence for recuperation purposes.

ARTICLE 18 - SICK LEAVE BANK

§18.1 Bank established. In an effort to reduce the hardship experienced by a teacher obliged to be absent from employment due to illness and/or accident, the District and the Association agree to establish a systemwide Sick Leave Bank to the following terms, conditions and procedures.

§18.2 Membership required; bank minimum; replenishing bank

(a) All teachers will be required to become members of the sick leave bank. As a condition of membership a teacher will have a day(s) deducted from his sick leave entitlement (or accumulation), providing he has days available, whenever the sick leave bank committee requires a donation.

(b) Newly hired teachers will have one (1) day subtracted from their sick leave entitlement and added to the sick leave bank when first hired.

(c) When the sick leave bank is depleted to a level of one hundred (100) days, then the sick leave bank committee will require the donation of an additional day from each teacher who has days available.

§18.3 Borrowing.

(a) No one will be eligible to receive days from the sick leave bank until he has exhausted all of his current and accumulated sick leave days.
(b) A teacher wishing to receive days from the sick leave bank may submit a written request to any member of the sick leave bank committee.

(c) At its discretion, the sick leave bank committee may require that acceptable medical evidence be provided by the teacher prior to the granting of days as well as at appropriate intervals during the teacher’s absence.

(d) The maximum number of days that a teacher may owe to the sick leave bank at any one time will not exceed one (1) workyear.

§18.4 Repayment.

(a) The rate of the payback will be established by agreement between the teacher and the sick leave bank committee provided, however, that the maximum payback in any one year will not exceed more than one-half of the teacher’s entitlement for that year.

(b) A teacher who owes days to the sick leave bank at the time of death or upon receiving a disability retirement will not be required to pay back his borrowed days.

(c) It is agreed that a teacher who leaves the district with the exception of §18.4 (b) owing sick days will be required to repay the district for the cost of those days. Once repaid, the equivalent number of sick days will be re-established in the sick leave bank.

§18.5 Committee. A sick leave bank committee will be established to review and approve requirements for the use of the sick leave bank. The composition of the committee will consist of the Superintendent or his designee, the Association President or his designee and one other member to be appointed by the Association President. The sick leave bank committee will be responsible for maintaining all records for the sick leave bank.

ARTICLE 19 - PERSONAL LEAVE

§19.1 Personal leave; days available. Two (2) days of personal leave will be granted teachers each year with no salary deduction and with no reason being given. If a teacher needs a third or fourth personal leave day, it shall be granted in accordance with this provision except that the third and fourth day, when used, shall be deducted from the teacher’s sick leave. Unused personal leave will be accumulated as sick leave.

§19.2 Use in connection with vacation or holiday. In general, personal leave may not be taken on days preceding or following a long weekend, holiday or vacation period. In addition, personal leave will generally not be granted to extend a holiday or vacation. A teacher wishing to use personal leave on the day following or preceding a long weekend, holiday or vacation period must submit a request that specifies the reason for the use of the day. The granting or denial of such requests will be at the discretion of the Superintendent. The decision of the Superintendent will not be reviewable and may not be used as a precedent in any future instance. Such discretionary days, if granted by the Superintendent, will be deducted from the teacher’s accumulated sick leave.

ARTICLE 20 - PARENTHOOD LEAVE

§20.1 Eligibility. A teacher on permanent appointment or on probationary status is eligible for maternity or paternity leave without pay.
§20.2 Duration. Such leave will be granted for a period of not more than two years per pregnancy. Upon return from such leave, the teacher shall be restored to the same position or tenure area he held at the time the leave was granted.

§20.3 Adoption. In the event that a teacher initiates adoption proceedings, such teacher will notify the District of his intent to request adoption leave.

(a) The parent shall be granted up to two (2) full years without pay.

(b) When an adopting teacher is on such leave, the teacher will notify the district of his intentions at least sixty (60) days prior to the expiration of the leave.

(c) Upon return from such leave, the teacher shall be restored to the same position or tenure area he held at the time the leave was granted.

ARTICLE 21 - HEALTH LEAVE

§21.1 Purpose; length of leave. A tenure teacher who, for reasons of health, is advised by his physician to take a period of rest, may be granted up to two (2) years' leave without pay for such rest. Upon return from such leave, the teacher will be restored to the same or equivalent tenure position he held at the time the leave was granted. A physician's statement will be required both at the commencement and close of such leave.

ARTICLE 22 - MILITARY LEAVE

§22.1 Eligibility. Military leave will be granted to any teacher who is inducted into or enlists in any branch of the Armed Forces of the United States.

§22.2 Length of leave. Such leave will not be granted for more than one (1) tour of duty.

§22.3 Return from leave. Such teacher will be entitled to return to a position in the District comparable to the one he held prior to going on leave and shall not lose any retirement benefits or salary increments which he would have received if he had not taken such leave.

§22.4 Active duty. Such leave will also be granted to any teacher who, because of membership in any military service unit, is called into active duty.

§22.5 Conformity to law. §22.1, §22.2, §22.3 and §22.4 shall be pursuant to §242 and §243 of the Military Law, State of New York and §3101 of the Education Law as the same may be amended from time to time shall govern all military leaves.

ARTICLE 23 - PEACE CORPS, VISTA, TEACHER CORPS

§23.1 Purpose; length of leave. A leave of absence without pay of up to two (2) years may be granted to any tenure teacher who joins the Peace Corps, VISTA, Teacher Corps, or who enters professional service, or who serves as an exchange teacher or an overseas teacher on a full-time basis.
§23.2 Return from leave. Such teacher shall be entitled to return to a position in the District comparable to the one he held prior to going on leave and shall not lose any salary increments which he would have received if he had not taken such leave.

ARTICLE 24 - EXTENDED LEAVE FOR PERSONAL REASONS

§24.1 Purpose; length of leave. A tenure teacher may, upon recommendation by the Superintendent and approval by the Board, be granted up to one (1) year’s leave without pay for personal reasons. This leave may be extended at the discretion of the Superintendent and the Board.

§24.2 Return from leave.

(a) Upon return to the District, the teacher will be placed in a position comparable to the one he held prior to his leave.

(b) If during his leave he taught school or served in some other comparable professional position, he may, at the discretion of the Board and the Superintendent, be granted salary increases he would have received if he had not taken the leave.

§24.3 Exception. Leave time will not be granted during the regular school year either with or without pay when the primary purpose is to take a vacation, extend a vacation period, or otherwise leave one’s teaching position when not requested or required to do so by support of proper medical evidence. In the case of an emergency or unusual circumstance, approval may be granted upon the review and recommendation of the Superintendent to the Board.

ARTICLE 25 - SABBATICAL LEAVE

§25.1 Purpose; requirement.

(a) Regularly appointed certified teachers who have served for seven (7) years or more will be eligible for a leave of absence for formal study, research, and/or writing and travel pertinent to professional responsibility. Applications may be made during the seventh year of service.

(b) Applications for said leave must be submitted to the Superintendent by April 1 for the fall semester for full year and by September 1 for the spring semester. The teacher shall receive notification of acceptance within one (1) month following the application deadline.

(c) Tenured teachers may, upon the recommendation of the Superintendent and with the approval of the Board, be granted leaves of absence with or without pay for the purpose of attending academic year institutes sponsored by recognized foundations or research organizations. Plans for study shall be submitted to the Superintendent in writing in advance and shall be so designed as to improve the teacher’s skill and competence in his area of service.

(d) Teachers must file with the Superintendent a statement of the definite purpose for which such leave of absence is desired, including the institution at which the teacher is to study and the courses to be pursued.

§25.2 Compensation. Remuneration during the leave shall be at the rate of full salary plus health insurance coverage in accordance with the contract less the salary paid for a
replacement. A teacher granted a sabbatical leave will not be eligible for any sick or personal leave benefits during such time as he is on leave.

§25.3 Report. The teacher on leave must provide a two-page brief or summary progress report at the midpoint and at the completion of the leave.

§25.4 Salary credit. Salary increase granted during the time of the leave shall be given as those given for regular service in the school.

§25.5 Intent to return. Teachers who have been granted leave shall notify the Superintendent in writing by November 1 or by March 1 preceding the opening of the semester following the expiration of the leave of his intention to resume work at the beginning of the ensuing school semester. Teachers who have been granted leaves shall return to the District for a minimum of two (2) years service at the beginning of the ensuing school semester following expiration of the leave. In the event the teacher fails to return to the District, he will be obligated to repay on a pro-rated basis any portion of the two years not served.

§25.6 Restoration of position. All teachers returning from leaves of absences shall be restored to the same position or tenure area they held at the time the leave was granted.

ARTICLE 26 - COURT APPEARANCE

§26.1 Paid leave; compensation. Teachers subpoenaed as witnesses or jurors will be paid the difference between the fees received as such witnesses or jurors and the teaching salary they would have received during such period served as such witnesses or jurors. Such absence will be nondeductible from sick or personal leave.

ARTICLE 27 - SCHOOL VISITATION

§27.1 Procedure. Each teacher may request one or more days per year with pay for the purpose of observing inter and/or intraschool programs. The need for and the date of the visitation would be mutually agreed upon by the teacher and the immediate supervisor.

ARTICLE 28 - GRIEVANCE PROCEDURE

§28.1 Time limit.

(a) The time limits specified in the grievance procedure will be considered maximum and every effort will be made to resolve the grievance as soon as possible.

(b) A grievance shall be deemed waived unless submitted within thirty (30) school days after the aggrieved party knew or should have known of the event or condition on which it is based.

§28.2 Terms.

(a) The term "principal" or "Superintendent", as used herein, shall mean such person or any such person properly designated and appointed by such official to act in his stead.
(b) The term "grievance" shall mean any claim by any teacher, group of teachers or the Association, based upon any event or condition affecting their welfare and/or terms and conditions of employment.

(c) The term "days" in all instances shall mean school days.

§28.3 Representation.

(a) This procedure will apply to all teachers.

(b) Any teacher or group of teachers having a grievance will have the right to have a member of the Association with him and/or represent him at all steps of the grievance procedure.

(c) In the case of an Association grievance, the personnel involved as grievants will be so identified.

(d) Nothing herein contained shall be construed to prevent any individual teacher from presenting a written grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this contract. If such adjustment would affect the interpretation of the contract, the person recommending the adjustment will inform the Association and will meet and discuss the matter with its representative prior to such adjustment.

(e) No individual teacher or group of teachers may be represented by an officer, agent, or member of another teachers' organization.

§28.4 Procedure; step 1.

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

(b) If the grievance is not settled to the satisfaction of the teacher, the aggrieved shall write his grievance on the approved, attached grievance form. The grievance shall be signed by the teacher and shall be submitted to the principal within five (5) school days after the informal discussion with the principal.

(c) The principal shall process the grievance as follows: Immediately upon receipt of the grievance, the principal will forward two (2) copies to the Superintendent, and the principal shall render his decision and rationale by letter to the aggrieved as soon as possible, but not later than five (5) school days after his receipt of the grievance.

(d) The original copy of the grievance shall be returned to the grievant together with the principal's letter of decision and rationale. Two (2) copies of the principal's decision shall be retained by the principal together with a written report concerning the facts and background of the grievance pending possible appeal of the grievance to the next step.

§28.5 Procedure; step 2.

(a) If the principal's decision does not settle the complaint or protest to the satisfaction of the teacher, the aggrieved may appeal to the Superintendent within five (5) school days from his
receipt of the written decision by the principal.

(b) The teacher shall write his appeal in the form of a letter addressed to the Superintendent.

(c) The Superintendent shall process the appeal as follows: The Superintendent shall schedule a hearing at a mutually agreeable time and shall notify the concerned parties of the date of said hearing within five (5) school days after receiving the letter of appeal. The hearing will be conducted by the Superintendent in not less than five (5) nor more than ten (10) school days after the scheduling and notification process has been completed. The hearing shall provide the grievant or his representative with the opportunity to present witnesses, and to present briefs and other relevant testimony. The Superintendent shall render his decision by letter and submit it to the aggrieved as soon as possible, but not later than five (5) school days after the hearing. Copies of the grievance and the decision shall be given to the grievant and the Association President.

§28.6 Procedure; step 3.

(a) Within fifteen (15) days of the receipt of the recommendations of the Superintendent or after the answer is due, the Association may file a demand for arbitration according to the rules and procedures of the Public Employment Relations Board.

(b) The decision of the arbitrator, made in accordance with the provisions of this Agreement, shall be accepted as final by the parties to the dispute and both agree to abide by such decision.

§28.7 Arbitration. No differences shall be arbitrable unless it comes within the scope of this Agreement. The authority of the arbitrators shall be limited to interpretation of the issue with respect to the definition of the grievance in §28.2(b).

(a) The decision of the arbitrator shall be final and binding on both parties to this Agreement.

(b) The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted.

(c) Any expenses incurred by use of arbitration will be borne equally by the Association and the Board. The individual with an alleged grievance and one representative shall suffer no loss in pay or leave.

§28.8 Time restraint.

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

(b) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allocated had the decision been communicated by the final day. In the event that two (2) or more
grievances are in process going to Step 1 or 2, the time limit shall be extended for no more than five (5) days to allow for the scheduling of multiple hearings.

§28.9 No reprisal. There shall be no reprisals of any kind by administrators taken against any party in interest or his school representative, any member of any committee concerned with grievances or any other participant in the procedure set forth herein by reason of such participation.

§28.10 Confidentiality.

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

(b) During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without agreement of all parties.

§28.11 Public Employment Relations Board. The parties agree to abide by the rules and procedures of arbitration of the Public Employment Relations Board.

§28.12 Consolidating grievances. In the event that there are multiple grievances being processed to arbitration, the Association and the Superintendent shall meet for the purpose of consolidating as many of the grievances into one arbitration as seems reasonable and to determine if any of the matters being submitted should be handled under the American Arbitration Expedited Rules of Arbitration.
GRIEVANCE FORM

NAME: ____________________________________________

DATE: ____________________________________________

SCHOOL: __________________________________________

ARTICLE VIOLATED: __________________________________

NATURE OF GRIEVANCE (time, date, person responsible, place, etc.):

ADMINISTRATIVE RESPONSE (Step 1):

__________________________________________________

Administrator's Signature __________________________ Date ______________
ARTICLE 29 - HEALTH INSURANCE

§29.1 Health insurance.

(a) All regularly appointed teachers who work twenty (20) or more hours per week or who earn two thousand dollars ($2,000) or more per year shall be entitled to coverage under the plan selected by the Association.

(b) Teachers will apply for coverage by seeing the business administrator and filling out the necessary forms.

(c) Changes of family or marital status, etc. shall be reported to the business administrator pursuant to company regulations.

(d) The teacher who reaches the age of sixty-five (65), or whose spouse becomes sixty-five (65), must notify the business administrator in advance (two months) so that the health insurance and the Medicare programs may be implemented pursuant to company regulations.

(e) The teacher is entitled to health insurance coverage through the last month of active employment and pursuant to company regulations.

(f) Effective January 1, 1992 or as soon as feasible, the health plan will be the Group Health Incorporated 365 Day Hospitalization and the Group Health Incorporated Comprehensive Benefits Family Doctor Plan with Major Medical together with the riders (attached). The specific coverage to be provided will be set forth in policy(ies) with the attached riders prior to the implementation of this plan.

(g) For the 2002-03 and 2003-04 school years, the District will pay ninety percent (90%) of the premium for either the family or individual plan as selected by the teacher. Effective July 1, 2004, the District will pay eighty-seven percent (87%) of the premium for either the family or individual plan as selected by the teacher. Any additional premium cost shall be borne by the enrolling teacher.

(h) All health insurance regulations shall be pursuant to company regulations. New teachers will be provided a booklet explaining the insurance program in detail.

(i) The Association agrees that the District may change the health insurance carrier to another provider, including a self-funded consortium or Welfare Trust Plan, subject to the following conditions:

1. The Association will receive at least a three (3) month advance notification of the District's intent to change providers.

2. At least two (2) months prior to a change, the Association will be provided with a copy of the proposed new carrier's plan document together with any other pertinent information describing all aspects of the plan.

3. There will be no loss of benefits or enrollment eligibility for an employee or retired employee as a result of the change in health insurance plans. The District will assume the full responsibility for any such loss.
(4) An employee or the Association alleging a loss of benefit(s) or enrollment eligibility under the new plan will seek relief in accordance with §28 - Grievance Procedure of this Agreement. If the employee or the Association is unable to resolve the issue with the District within thirty (30) workdays of the filing of the grievance, the Association may submit the issue to arbitration. For issues concerning loss of benefits or enrollment eligibility under the new plan, an arbitrator will be selected from the permanent panel.

The parties will mutually agree on a list of arbitrators which will be incorporated herein by reference. If the parties are unable to agree on the list, the parties will request a list of seven (7) names from the American Arbitration Association. The arbitrator will be selected using the alternative striking process as described herein.

The Association will notify the arbitrator at the top of the permanent panel rotating list of the need for a hearing by filing a demand for arbitration upon the District with a copy to the designated arbitrator. Once an arbitrator hears a case, his/her name goes to the bottom of the permanent rotating list. This process continues each time there is an arbitration. If an arbitrator(s) resigns for the permanent panel rotating list and the parties cannot agree on a replacement(s), the Association may ask the American Arbitration Association for a list of nine (9) names. The Association and the District will meet for the purpose of selecting a replacement(s) using an alternative striking process. When the Association and the District meet, there will be a coin toss. The winner of the coin toss decides whether they will go first or second in the process of crossing off names from the list of arbitrators provided by the American Arbitration Association. The Association and the District will alternately cross off names until only one name remains. This name will be added to the permanent panel rotating list. If there needs to be more than one replacement, the process of striking resumes using the remaining eight (8) names following the same procedure.

For the purposes of this article only, the time limits set forth in § 28.1(b) for the filing of a grievance are waived. Except as herein specified for the selection of an arbitrator, the parties agree to abide by the labor rules of the American Arbitration Association.

(5) Notwithstanding any provisions contained herein to the contrary, the District may not change to the following plans without explicit, prior, written agreement of the Association.
- A self-funded plan or Welfare Trust Plan that only includes District employees.
- A plan that requires participation in an HMO, PPO or other managed care plan.

(6) The above does not preclude the parties from reopening negotiations if there are differences between the existing policy(s) and the proposed policy(s).

(j) The co-payment for office visits will be $10.

(k) The co-payment for prescription drugs purchased at a pharmacy will be the lesser of $3 for generic drugs and $10 for brand name drugs or the actual cost of the drugs. The co-payment for prescription drugs purchased through mail order will be $0 for generic drugs and $10 for brand name drugs. If the cost of the brand name drug is less than $10.00, the co-pay will be equal to the actual amount. Maintenance drugs must be obtained through the mail order program except as follows:

(1) The maintenance drug is not available through the mail order program; or,
(2) Up to 3 first time prescriptions of a maintenance drug may be filled at the retail pharmacy.
§29.2 Dental insurance.

(a) Effective January 1, 1992 or as soon as feasible, the District will provide dental insurance under the GHI's Spectrum R Plan including prosthetic and orthodontic benefits.

(b) The District will pay ninety percent (90%) of the premium for either the family or individual plan as selected by the teacher. Any additional premium cost shall be borne by the enrolling teacher.

(c) Effective as soon as possible, the dental plan will be changed to GHI's Preferred Plan including prosthetic and orthodontic benefits. For the life of this Agreement, any increase in premium cost above the rate in effect at the time the change is made will be the responsibility of the District.

§29.3 Payment in lieu of insurance. If a teacher is eligible for insurance coverage but elects not to participate in either the dental or health plan, he will receive an annual stipend of five hundred dollars ($500) in lieu of insurance. If the teacher elects to participate in either plan in any school year, the stipend will be prorated accordingly. The stipend will be paid by voucher check at the end of the school year.

§29.4 Waiver signed. A teacher electing to use the benefit provided for in §29.3 will sign a waiver of coverage certifying that he has health insurance coverage elsewhere.

§29.5 Insurance committee. In recognition of the importance of the need for both the District and the Association to cooperatively make every effort to mitigate the escalating cost of health care, the parties agree to establish an insurance committee. The committee will operate under the following guidelines.

(a) Two (2) members of the committee will be appointed by the Superintendent, three (3) will be appointed by the Association, one (1) will be appointed by the administrators' bargaining unit, and one (1) by the Board of Education. HENTA and the paraprofessional bargaining units will also be entitled to appoint one (1) member to the committee.

(b) The committee will meet as needed provided, however, that there will be at least five (5) meetings per year. The meetings will be held during the workday with release time provided for bargaining unit members.

(c) The committee's charge will include, but not be limited to, an investigation of the following concepts: cost containment, participant education, alternative plans, and wellness concepts.

(d) The committee's recommendations will be submitted to the District and the Association(s) for their approval.

§29.6 Insurance coverage for retiree.

(a) During retirement the District will pay fifty percent (50%) of the individual health premium and thirty-five percent (35%) of the dependent premium cost.

(b) In addition, at the time of retirement, the District will provide a credit to be used by the retiring teacher to pay his share of the cost of remaining in the District's group health insurance program to be computed as follows:
(1) The teacher’s base pay (salary, including credit hour and degree payments but not stipends or other payments) at the time of retirement is divided by two hundred (200) to establish a daily rate.

(2) The daily rate is then multiplied by the number of accumulated sick leave day credits to the teacher up to a maximum of one hundred eighty (180) days.

(3) The resulting product represents the value of the credit to be applied toward the cost of the retiree’s portion of the cost of the health plan.

(c) The value of the credit generated by (b) above, need not be immediately used when the teacher retires, but this value may be held by the District and drawn from at a later date by the retiree for the costs of participation in the District’s health insurance program.

ARTICLE 30 - SALARY

§30.1 Period covered. Teachers will earn their salaries for the ten-month period September 1 through June 30 annually.

§30.2 Reimbursement for travel. All special teachers required to travel between buildings, including the school nurses, will be paid twenty-four cents ($.24) per mile. Mileage is to be submitted on a monthly basis to the Central Office.

§30.3 Work beyond the school year.

(a) Teachers under salary notice and not covered in other sections of this Agreement, who render service in July and August, will be paid one-tenth (1/10th) of their base salary for a full month’s work.

(b) Salaries for teachers referred to in §30.3(a), working after July 1, will be the salaries for the fiscal year beginning July 1.

§30.4 Salary.

(a) 2002-03 Salary Currently employed teachers and nurses, as designated by § 1.2(e) of the agreement, who worked more than one (1) semester and who return to their teaching positions for the 2002-03 school year are to receive an increase of three and three-quarters percent (3.75%) over their 2001-02 salary.

(b) 2003-04 Salary For employed teachers and nurses who have worked more than one (1) semester and who return to their teaching positions for the 2003-04 school year are to receive an increase of three and three-quarters percent (3.75%) over their 2002-03 salary.

Longevity for 2003-04 school year In addition, effective on February 1, 2004, each teacher who commenced his/her 10th year of service on September 1, 2003 will have his/her annual base salary increased by a career longevity stipend of $600. (That is, for working the 2003-04 school year, each teacher with ten (10) or more years of service as of September 1, 2003 will receive a career longevity stipend of $300, due to the implementation of this career longevity stipend on February 1, 2004.)
In addition, effective on February 1, 2004, each teacher who commenced his/her 20th year of service on September 1, 2003 will have his/her annual base salary increased by an additional (i.e. in addition to the $600 career longevity stipend payable with 10 years of service) career longevity stipend of $600. (That is, for working the 2003-04 school year, each teacher with 20 or more years of service as of September 1, 2003, will receive a career longevity stipend of $600, due to the implementation of this career longevity stipend on February 1, 2004.)

(c) 2004-05 Salary  For employed teachers and nurses who have worked more than one (1) semester and who return to their teaching positions for the 2004-05 school year are to receive an increase of four and one-half percent (4.5%) over their 2003-04 salary.

Longevity for 2004-05 school year  For the purposes of computation of the salary increase for the 2004-05 school year, the teacher’s 2003-04 salary is to include the full annual amount of the career longevity stipend, be it $600 for teachers with 10 or more years of service, or $600 + $600 (total of $1,200) for teachers with 20 or more years of service.

§30.5 Master’s degree.

(a) Effective July 1, 2000, a teacher who earns a master’s degree will receive an additional six hundred sixty-five dollars ($665)

(b) A teacher with two (2) master’s degrees will receive the payment specified herein for each degree.

(c) During the life of this agreement, the payment for the master’s degree(s) specified in (a) above will only apply to master’s degrees earned on or after July 1, 1997. Additionally, the payment specified will become a part of the teacher’s salary in the year in which it is submitted and, thereafter, will be subject to the distribution specified in §30.4.

§30.6 Entry salary for new hires.

(a) The entry salary for a teacher who is granted no credit for prior teaching experience will be as follows plus any credit for earned credit hours and/or a master’s degree will be:

<table>
<thead>
<tr>
<th>School Year</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002-03</td>
<td>$31,750</td>
</tr>
<tr>
<td>2003-04</td>
<td>$32,900</td>
</tr>
<tr>
<td>2004-05</td>
<td>$34,300</td>
</tr>
</tbody>
</table>

(b) At the discretion of the district, newly hired teachers with experience may be granted up to full salary credit for their prior teaching experience. In determining the salary placement of a teacher who is granted prior teaching experience credit, the district will establish the salary as closely as possible to what it would be if the teacher’s prior service had been in Hornell.

§30.7 Entry salary for school nurse. The entry salary for a newly hired school nurse will be as follows:

<table>
<thead>
<tr>
<th>School Year</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002-03</td>
<td>$18,592</td>
</tr>
<tr>
<td>2003-04</td>
<td>$19,289</td>
</tr>
<tr>
<td>2004-05</td>
<td>$20,109</td>
</tr>
</tbody>
</table>
§30.8 Graduate hours credit.

(a) Effective July 1, 2000, a teacher who earns graduate credit hours will receive an additional forty-nine dollars ($49) per credit hour up to a maximum of eighty (80) hours.

(b) During the life of this agreement, the payment for the credit hours specified in (a) above will only apply to credit hours not already reported and credited as of July 1, 2000. The payment for credit hours specified in (a) above will become a part of the teacher's salary in the year in which they are earned and thereafter will be subject to the distribution specified in §30.4.

§30.9 Procedure for approval of credit hours.

(a) Applications will be available in the principal's office and the teacher is to send or deliver them to the Superintendent's office. Salary credit is subject to approval of the Superintendent.

(b) Official transcript is required to validate graduate credit.

(c) Courses must be completed by October 1 and March 1 for consideration for credit before the following school semester.

(d) Applications must be submitted to the Superintendent by October 1 and March 1 to receive salary credit during the current semester.

§30.10 Tuition reimbursement

(a) Effective July 1, 1991, one hundred twenty dollars ($120) per credit hour will be given toward tuition costs upon the successful completion of the course supported by an official college transcript. This applies only to hours needed for certification in one's current teaching area or towards another teaching certification area that will provide multiple certification. Hours taken towards certification in administration will not apply to this provision.

§30.11 IRS Section 125. Effective January 1, 1990 the District will establish through a third party administrator a qualified IRS Section 125 account available for each unit member. The establishment of the account shall be subject to the following conditions:

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

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

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

(d) Each teacher's account shall be funded by the individual teacher.

(e) Participation in the account will be voluntary.

(f) The cost of the administration of the fund will be paid by the District.
Effective October 1, 1997, the plan document will be modified to reflect a maximum salary deferral for unreimbursed medical expenses of three thousand five hundred dollars ($3,500) per plan year.

§30.12 Stipend for meeting attendance. Each teacher will receive an annual stipend of three hundred dollars ($300) in recognition for the obligation set forth in §5.6(a)(2).

ARTICLE 31 - IN-SERVICE COURSE

§31.1 Reimbursement for expense.

(a) If the District is asked to pay the tuition costs for approved attendance of bargaining unit members at an in-service course on a site within or without of the District, there will not be any additional payment per classroom hour of attendance.

(b) If the District approves a bargaining unit member's request to attend an in-service course where the District does not pay for the cost of the course and course tuition, then, in that case, the District will pay teachers who attend at a time outside of the regular work day at the rate of sixteen dollars ($16.00) per classroom hour of attendance.

(c) A teacher must attend eighty percent (80%) of the time set for the in-service course in order to be paid for the time in attendance.

§31.2 Recommendation for course. Recommendations for in-service courses may be made to the Superintendent by teachers, departments, administrators and the Curriculum Instructional Steering Council.

§31.3 Administration of course. The administration of in-service courses will be under the direction of the Superintendent or his designee.

§31.4 Superintendent's recommendation to attend. The Superintendent, at his discretion, may recommend to a teacher or group of teachers that they attend a designated in-service course or staff development program. If the in-service course or staff development program is being offered during the regular teacher's workhours, the Superintendent may require that a teacher or group of teachers should attend, providing there is a demonstrated need for such a directive.

ARTICLE 32 - EXTRACURRICULAR ACTIVITIES

§32.1 Chaperone. Teachers who volunteer to serve as chaperones will be reimbursed as follows:

(a) Chaperoning extracurricular activities: Forty dollars ($40) per event.

(b) Chaperoning requiring an overnight: One hundred dollars ($100) per event.

(c) Chaperoning for ski club trips: Fifteen dollars ($15) per trip.
§32.2 Extracurricular duties

(a) An advisor to a club, class or other activity specified herein will be paid an amount as indicated in sections 32.3 or 32.4.

(b) Advisors who are currently working with the activity specified in sections 32.3 or 32.4 will be given the first opportunity to accept or reject the position, providing they have been doing an acceptable job to date.

(c) The payment specified in sections 32.3 or 32.4 will be paid at the end of each semester, on a prorated basis. The payment will be made as a lump sum.

(d) The quality of work performed will be subject to review by the administration.

(e) Any changes to be made in the assignment of an advisor will be reviewed by the administrator and the advisor involved.

(f) Each teacher appointed to an extracurricular position will receive written notification of the amount of the stipend.

(g) Activities for which chaperoning is to be paid require administrative approval. Payment for chaperoning will be made only after the activity has been completed and after the teacher has submitted it in a timely manner and had a claim form approved.

§32.3 Extracurricular payment schedule (advisors).

<table>
<thead>
<tr>
<th>Grade</th>
<th>Stipend (Amount)</th>
<th>Club/Activity</th>
<th>Stipend (Amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Twelfth Grade (2-each)</td>
<td>$625</td>
<td>Spanish Club</td>
<td>$350</td>
</tr>
<tr>
<td>Eleventh Grade</td>
<td>$550</td>
<td>History Club</td>
<td>$350</td>
</tr>
<tr>
<td>Tenth Grade</td>
<td>$550</td>
<td>Art Club</td>
<td>$350</td>
</tr>
<tr>
<td>Ninth Grade</td>
<td>$350</td>
<td>AFS</td>
<td>$300</td>
</tr>
<tr>
<td>Eighth Grade</td>
<td>$350</td>
<td>Adirondack Club</td>
<td>$350</td>
</tr>
<tr>
<td>Seventh Grade</td>
<td>$350</td>
<td>Academic All Stars</td>
<td>$350</td>
</tr>
<tr>
<td>Student Council</td>
<td>$800</td>
<td>Intermediate Ski Club (2-each)</td>
<td>$550</td>
</tr>
<tr>
<td>Sr. High Honor Society</td>
<td>$600</td>
<td>Senior High Ski Club</td>
<td>$550</td>
</tr>
<tr>
<td>Jr. High Honor Society</td>
<td>$550</td>
<td>Youth to Youth</td>
<td>$550</td>
</tr>
<tr>
<td>Jazz Ensemble</td>
<td>$550</td>
<td>Model Airplane Club</td>
<td>$350</td>
</tr>
<tr>
<td>French Club</td>
<td>$350</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§32.4 Extracurricular payment schedule (others).

(a) High School Newspaper Advisor                          4.5%
(b) High School Yearbook Advisor(s) (total)                8.0%
(c) Calliope                                               4.5%
(d) Cheerleading Advisor(s) Fall - Varsity                4.3%
(d) Cheerleading Advisor(s) Fall - J-V                     2.8%
(e) Cheerleading Advisor(s) Winter                        4.5%
(e) Cheerleading Advisor(s) Winter - JV                    3.0%
(f) Dance Band                                             4.0%
(g) High School Musical Productions Director               4.0%
(h) Intermediate School Plays (total Directors)            3.5%
§32.5 County/State Solo Festivals. Effective upon approval of this Agreement, music teachers who have students participating in county and/or state solo festivals and who attend such festivals as an instructor (not a compensated judge) shall be compensated $45 for each such day. Solo festivals currently cover a two-day period, Friday evenings after school dismissal and Saturday.

ARTICLE 33 - DEPARTMENT COORDINATOR

§33.1 Salary. Department coordinators and their salaries for the duration of this contract are established as follows:

<table>
<thead>
<tr>
<th>School</th>
<th>Department</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School</td>
<td>Business</td>
<td>$1,000</td>
</tr>
<tr>
<td>High School</td>
<td>English</td>
<td>$1,000</td>
</tr>
<tr>
<td>High School</td>
<td>Home &amp; Career Skills</td>
<td>$1,000</td>
</tr>
<tr>
<td>High School</td>
<td>Mathematics</td>
<td>$1,000</td>
</tr>
<tr>
<td>High School</td>
<td>Science</td>
<td>$1,000</td>
</tr>
<tr>
<td>High School</td>
<td>Second Language</td>
<td>$1,000</td>
</tr>
<tr>
<td>High School</td>
<td>Social Studies</td>
<td>$1,000</td>
</tr>
<tr>
<td>High School</td>
<td>Technology</td>
<td>$1,000</td>
</tr>
<tr>
<td>K-12</td>
<td>Art</td>
<td>$1,000</td>
</tr>
<tr>
<td>K-12</td>
<td>Guidance</td>
<td>$1,000</td>
</tr>
<tr>
<td>K-12</td>
<td>Health</td>
<td>$1,000</td>
</tr>
<tr>
<td>K-12</td>
<td>Library</td>
<td>$1,000</td>
</tr>
<tr>
<td>K-12</td>
<td>Music</td>
<td>$1,000</td>
</tr>
<tr>
<td>K-12</td>
<td>Physical Education</td>
<td>$1,000</td>
</tr>
<tr>
<td>K-12</td>
<td>Reading</td>
<td>$1,000</td>
</tr>
<tr>
<td>K-12</td>
<td>Speech/Special Ed.</td>
<td>$1,000</td>
</tr>
<tr>
<td>RK-K</td>
<td>Kindergarten</td>
<td>$1,000</td>
</tr>
<tr>
<td>1</td>
<td>First Grade</td>
<td>$1,000</td>
</tr>
<tr>
<td>2</td>
<td>Second Grade</td>
<td>$1,000</td>
</tr>
<tr>
<td>3</td>
<td>Third Grade</td>
<td>$1,000</td>
</tr>
<tr>
<td>4</td>
<td>Fourth Grade</td>
<td>$1,000</td>
</tr>
<tr>
<td>5</td>
<td>Fifth Grade</td>
<td>$1,000</td>
</tr>
<tr>
<td>6</td>
<td>Sixth Grade</td>
<td>$1,000</td>
</tr>
</tbody>
</table>
§33.2 Applications; vacancies; appointments.

(a) By May 30th of each year the District will send a letter to all teachers advising them to submit a letter of application for the appropriate department/grade level coordinator position if they are interested in being appointed. A job description will be attached. Any teacher interested in one of the positions will submit an application by the deadline specified in the letter.

(b) If a vacancy occurs in a department/grade level coordinator position during the school year, the vacancy will be posted with a copy of the posting to be sent to all teachers within the appropriate department or grade level. The posting notice will include a job description and the deadline for applications to be submitted.

(c) All department/grade level coordinator positions will be filled by the applicant selected by the building principal.

§33.3 Job description. The job description and duties for the position of department coordinator will be reviewed and revised by mutual agreement between the Association and the District. Individuals may not be involuntarily appointed to the position of department coordinator although the selection and appointment of department coordinators will be an administrative responsibility. The job description for department coordinators will be amended to include membership on the Curriculum Council for a maximum of four (4) meetings per year for any one department coordinator.

ARTICLE 34 - COACHING

§34.1 Position; salary notification.

(a) The coaching positions listed on the payment schedule are those for which a stipend will be provided in addition to the regular teaching salary.

(b) Coaching activities for which payment will be made will be stated on the coach’s annual salary notice with the amount of payment.

§34.2 Salary. Each coach will receive a salary calculated by multiplying the percent listed for the sport by the base (entry) salary specified in §30.6. Any applicable longevity payment as per §34.3 shall be added.

§34.3 Longevity. To encourage coaches to continue their programs and to reward those who have provided service over many years, each coach will receive the following longevity benefits. This longevity provision applies only to teachers in the bargaining unit.

(a) On the anniversary of the completion of his fifth (5th) year of coaching in a sport, each coach will receive a coaching salary increase of an additional one hundred eighty dollars ($180) to become a part of his coaching salary.

(b) On the anniversary of the completion of his tenth (10th) year of coaching in a sport, each coach will receive a coaching salary increase of an additional one hundred eighty dollars ($180) to become a part of his coaching salary.

(c) On the anniversary of the completion of his fifteenth (15th) year of coaching in a sport, each coach will receive a coaching salary increase of an additional one hundred eighty dollars ($180) to become a part of his coaching salary.
(d) On the anniversary of the completion of his twentieth (20th) year of coaching in a sport, each coach will receive a coaching salary increase of an additional one hundred eighty dollars ($180) to become a part of his coaching salary.

§34.4 Sectionals. In addition to the percents specified in §34.11, one-half percent (.5%) of the base (entry) salary shall be paid to any coach for each week worked beyond the initial sectional competition.

§34.5 Prior experience. A newly hired coach who is granted credit for prior experience will be hired at salary equivalent to that which he would make with the same number of years in the District.

§34.6 Payment method. Coaching salaries will be paid in two (2) equal installments, first at mid-season and the second at the end of the season.

§34.7 Start of season. Coaches will start sports season on the first legal day of the season. Failure to do so will result in a prorata deduction of his coaching salary, according to when he starts the season.

§34.8 District’s right to abolish. Any sport or position may be deleted at any time at the discretion of the Board.

§34.9 Coaching certification. The District will pay for the cost of the certification course(s) taken by a coach. The District will not, however, pay the in-service rates as specified in §31.1(b).

§34.10 Faculty Manager

(a) The District, starting with the 1999-2000 school year intends to combine the functions of Faculty Manager A and Faculty Manager B and to establish a seasonal faculty manager and the parties agree that the person selected is to be paid as follows:

- Fall Faculty Manager: $1,800
- Winter Faculty Manager: $1,600
- Spring Faculty Manager: $1,600

(b) The language of Article 34 and Article 6.3 apply to the faculty manager position.

(c) If a person is appointed to be a faculty manager, that person is not eligible for a coaching assignment during the season during which he/she serves as a faculty manager.

§34.11 Salary schedule.

<table>
<thead>
<tr>
<th>SPORT</th>
<th>FIRST YEAR</th>
<th>SECOND YEAR</th>
<th>THIRD YEAR</th>
<th>FOURTH YEAR</th>
<th>FIFTH YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall Sports:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cross Country Coach</td>
<td>7.0</td>
<td>7.5</td>
<td>8.0</td>
<td>8.5</td>
<td>9.0</td>
</tr>
<tr>
<td>Cross Country, Asst.</td>
<td>6.0</td>
<td>6.5</td>
<td>7.0</td>
<td>7.5</td>
<td>8.0</td>
</tr>
<tr>
<td>Golf Coach [if participating in fall program]</td>
<td>5.0</td>
<td>5.5</td>
<td>6.0</td>
<td>6.5</td>
<td>7.0</td>
</tr>
<tr>
<td>Football, Varsity Head Coach</td>
<td>13.0</td>
<td>13.5</td>
<td>14.0</td>
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<td>February</td>
<td>March</td>
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<tr>
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**Winter Sports:**
- Basketball, JV Head Coach, Boys: 7.0 7.5 8.0 8.5 9.0
- Basketball, Vars. Head Coach: 11.0 11.5 12.0 12.5 13.0
- Basketball, JV Head Coach, Girls: 7.0 7.5 8.0 8.5 9.0
- Basketball, Vars. Head Coach: 11.0 11.5 12.0 12.5 13.0
- Basketball, Modified, Boys: 5.0 5.5 6.0 6.5 7.0
- Basketball, Modified, Girls: 5.0 5.5 6.0 6.5 7.0
- Bowling Coach: 3.0 3.5 4.0 4.5 5.0
- Indoor Track Coach: 6.0 6.5 7.0 7.5 8.0
- Indoor Track, Asst. Coach: 5.0 5.5 6.0 6.5 7.0
- Skiing Coach: 3.0 3.5 4.0 4.5 5.0
- Swimming Head Coach: 11.0 11.5 12.0 12.5 13.0
- Swimming, Asst. Coach: 7.0 7.5 8.0 8.5 9.0
- Wrestling, Vars. Head Coach: 11.0 11.5 12.0 12.5 13.0
- Wrestling, JV Coach: 7.0 7.5 8.0 8.5 9.0
- Wrestling, Modified: 5.0 5.5 6.0 6.5 7.0

**Spring Sports:**
- Baseball, JV Head Coach: 6.0 6.5 7.0 7.5 8.0
- Baseball, Varsity Head Coach: 8.0 8.5 9.0 9.5 10.0
- Baseball, Modified Coach: 4.0 4.5 5.0 5.5 6.0
- Softball, JV Head Coach, Girls: 6.0 6.5 7.0 7.5 8.0
- Softball, Head Coach, Girls: 8.0 8.5 9.0 9.5 10.0
- Softball, Modified Coach, Girls: 4.0 4.5 5.0 5.5 6.0
- Golf, Varsity Head Coach: 8.0 8.5 9.0 9.5 10.0
- Golf, JV Head Coach: 4.0 4.5 5.0 5.5 6.0
- Tennis Head Coach: 8.0 8.5 9.0 9.5 10.0
- Tennis, JV Head Coach: 4.0 4.5 5.0 5.5 6.0
- Track, Asst. Coach, Boys: 6.0 6.5 7.0 7.5 8.0
- Track, Head Coach, Boys: 8.0 8.5 9.0 9.5 10.0
- Track, Asst. Coach, Girls: 6.0 6.5 7.0 7.5 8.0
- Track, Head Coach, Girls: 8.0 8.5 9.0 9.5 10.0

**ARTICLE 35 - PAYDAY OPTIONS**

§35.1 Paycheck option. Teachers will have the option of having their salaries paid in one of the following ways:
(a) Twenty-one (21) salary checks beginning with the second Friday of September and every other Friday thereafter with the final paycheck being on the last day of school.

(b) Twenty-one (21) salary checks beginning with the second Friday of September and every other Friday thereafter with the last check (6/26ths of annual) being paid on the final day of school in June.

§35.2 Vacation period. If the pay period should fall during a vacation period, the check would be mailed out the day preceding the scheduled pay date. Checks will be mailed to any address specified.

§35.3 Selecting an option.

(a) Teachers will sign declarations in June of each year stating their preference of payment.

(b) New teachers will make their choice when they sign their annual teaching payroll record in September.

§35.4 Direct deposit. Teachers shall be given the option of having a direct deposit for their paychecks upon completion of the required authorization form for the financial institution selected by the teacher. Direct deposit checks will be transmitted to the financial institute in accordance with its requirements. This option shall be available only for those financial institutions where fifteen (15) or more teachers request direct deposit.

ARTICLE 36 - RETIREMENT INCENTIVE

§36.1 Salary payment; teacher. Any teacher, unless otherwise noted, who retires and meets the eligibility requirements specified in this Article shall be paid a lump sum payment consisting of eighteen thousand dollars ($18,000) plus a sum equal to twenty-five dollars ($25) times the individual's total accumulated, unused sick leave. For purpose of this Article, only a teacher who has reached the maximum accumulation specified in §17.1(b) will continue to accumulate all unused days with no maximum limitation. The District shall report the lump sum payment as earnings for the last school year worked by the teacher and shall make payment to the teacher on or before December 31 of the calendar year in which he retires.

§36.2 Salary payment; school nurse. A school nurse who is represented by the Association and who meets the requirements specified in this Article will be paid a lump sum of twelve thousand dollars ($12,000.00) or pro rata share if the nurse is a part-time employee. The District will report the incentive as earnings for the last school year worked and will make a payment to the nurse on or before December 31 of the calendar year in which he retires.

§36.3 Eligibility requirement. In order to be eligible for this benefit, the teacher must:

(a) have worked in the District at least ten (10) years.

(b) retire on the end of the first semester or June 30th of the year he first becomes eligible under the rules and regulations of the New York State Teachers Retirement System or the New York State Employees Retirement System without penalty, unless he voluntarily elects to receive the reduced state retirement benefit sooner and is at least 55 years of age. During the
year of eligibility for the incentive of the nurse or teacher, the district may approve a retirement date other than the end of the first semester or June 30th at its sole discretion.

(c) notify the Superintendent in the form of an irrevocable letter of retirement as follows: If the intended retirement date is at the end of the first semester, the notification of retirement must be given no later than seven (7) months prior to the intended retirement. If the intended retirement date is June 30th, the notification of retirement must be given no later than five (5) months prior to the intended retirement date. The district may waive the notification time period at its sole discretion. Such waiver may not be the subject of a grievance or arbitration. If the teacher or nurse does not retire during the eligibility period as defined in (b) above, this retirement incentive is no longer available to him or her.

(d) At the retiree’s option, he may elect to defer receipt of any portion of the retirement incentive with such deferred funds to be added to the pool of funds available (§29.6) to pay for the health insurance premium after retirement.

ARTICLE 37 - MEETINGS OUTSIDE THE WORK DAY

§37.1 Reimbursement. Teachers shall be reimbursed at the hourly rate specified in §31.1(b) for work beyond the teacher work day as follows.

(a) Elementary teacher. Whenever requested in advance by the building administrator to supervise students outside the work day, reimbursement will be made. Activities for which reimbursement will be made include, but are not limited to, supervision of school plays, musical programs and computer fairs. Teachers will not be reimbursed for parent and/or student conferences. It is understood that reimbursement will not be made for teachers of those instructional programs that may have activities that are and have been a normal outcome of the program. Such programs include, but are not limited to, choral or musical programs presented to the public, art shows and physical education demonstrations.

(b) All teachers. Whenever teachers attend the following meetings with the advance knowledge and consent of the administration, reimbursement will be made: Department or grade-level meetings (except the department coordinators), building leadership team meetings and meetings of committees established by the building leadership team.

ARTICLE 38 - GENERAL PROVISIONS

§38.1 Section 204-a. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

§38.2 Compliance with Taylor Law. The parties agree to abide by all provisions of the Taylor Law including, but not limited to, the no-strike provision.

§38.3 Supersession. This Agreement shall supersede any rules, regulations or practices of the Superintendent which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Superintendent.
§38.4 Supremacy of Agreement. No individual arrangement, agreement or contract between the Superintendent and/or the Board and an individual teacher shall be in conflict with any provision of this contract.

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

§38.6 Copies of Agreement. Copies of this Agreement shall be printed at shared expense of the Superintendent and the Association.

IN WITNESS THEREOF, the parties set their hands and seals this 11th day of December 2003.

[Signatures]
President
Homeland Educators’ Association

Superintendent of Schools
Homeland City School District