



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Glens Falls Common School District No. 18 and Abraham Wing Teachers Association (2007)**

Employer Name: **Glens Falls Common School District No. 18**

Union: **Abraham Wing Teachers Association**

Local:

Effective Date: **07/01/07**

Expiration Date: **06/30/10**

PERB ID Number: **4436**

Unit Size: **19**

Number of Pages: **24**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TA 14436

AGREEMENT

between

CHIEF EXECUTIVE OFFICER

of the

**GLENS FALLS COMMON SCHOOL DISTRICT
NUMBER 18**

and

ABRAHAM WING TEACHERS ASSOCIATION

RECEIVED

NOV 19 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2007 – June 30, 2010

TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	RECOGNITION	1
ARTICLE II	DEFINITIONS	1
ARTICLE III	STATUTORY PROVISIONS	2
ARTICLE IV	NEGOTIATING PROCEDURES	2
ARTICLE V	ASSOCIATION RIGHTS	2
ARTICLE VI	GRIEVANCE PROCEDURE	4
	GRIEVANCE FORM	8
ARTICLE VII	TEACHER ASSIGNMENT	9
ARTICLE VIII	TEACHER TRANSFER AND REASSIGNMENT	9
ARTICLE IX	TEACHER FACILITIES	10
ARTICLE X	LEAVE PROVISIONS	10
ARTICLE XI	PROFESSIONAL LEAVES	13
ARTICLE XII	WORK DAY – WORK YEAR	14
ARTICLE XIII	VACANCIES	15
ARTICLE XIV	USE OF PERSONAL VEHICLES	15
ARTICLE XV	TEACHER EVALUATION AND PERSONNEL FILES	16
ARTICLE XVI	ACCIDENT INDEMNITY AND TEACHER PROTECTION	17
ARTICLE XVII	INSURANCE BENEFITS	18
ARTICLE XVIII	MUTUALLY ACCEPTABLE REOPENER	19
ARTICLE XIX	DURATION OF AGREEMENT	19
ARTICLE XX	SALARY SCHEDULES	20
	SIGNATURE PAGE	22

ARTICLE I

RECOGNITION

The Glens Falls Common School District recognizes and certifies the Abraham Wing Teachers Association for the purpose of collective bargaining pursuant to the Public Employees Fair Employment Act as the exclusive representative of a negotiating unit consisting of:

1. All regularly employed members of the professional teaching staff under contract with the Board of Trustees and on tenure or probationary appointment.
2. All part-time members of the teaching staff (members appointed by the Board to a position teaching less than a full school day or less than a full scheduled week).
3. Per diem substitutes and long term substitutes are excluded from the unit.

ARTICLE II

DEFINITIONS

As used in the Agreement, the following terms shall have the respective meanings set forth below:

1. **School District** or **Common School District** means the Glens Falls Common School District, No. 18.
2. **Board of Trustees** or **Board** means the Board of Trustees of the School District.
3. **Superintendent** means the Chief Executive Officer of the School District.
4. **Association** means the Abraham Wing Teachers Association.
5. **Unit** means the negotiating unit as defined in Article I.

Definition of Days

From the first day of school in September until the last day of school in June **days** mean **school days**.

From the last day of school in June to the first day of school in September **days** mean **business days**.

ARTICLE III

STATUTORY PROVISIONS

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

ARTICLE IV

NEGOTIATING PROCEDURES

Upon request of either party and no later than February 1 preceding the end of the stipulated duration of this Agreement, the parties will enter into good faith negotiations pursuant to the Public Employees Fair Employment Act with respect to an agreement successive to this one, such negotiations to be conducted in accordance with rules then mutually agreed upon.

ARTICLE V

ASSOCIATION RIGHTS

A. Dues Deduction

1. The School District agrees to deduct from the salaries of members of the bargaining unit the amount of membership as set by the Association when such deduction is authorized in writing by individuals eligible for membership. The Association shall notify the Superintendent of the current rate of its bargaining unit dues on or before the date of school opening in September.
2. Dues deduction shall be made in equal installments beginning with the first complete staff payroll in September and ending with the last complete staff payroll in June.
3. The District agrees to mail by check the total sum deducted to the Association within ten (10) working days following each payroll date. The first and final transmittal shall be accompanied by a list of those persons for whom deductions have been made. The final transmittal list shall state the amount of accumulated deduction for each person.

4. The District agrees to deduct from the salary of employees in the bargaining unit the amount equivalent to dues levied by the Association and shall transmit the sum so deducted to the Association as per paragraph 3. The Association affirms that it has adopted procedures for the refund of Agency Fee deductions as required by law.

B. Payroll Deduction Authorization

A NYSUT membership form will be forwarded to the District Treasurer for new association staff members. Such form will remain in force until revoked in writing by the association member. Copies of such revocation will be sent to the President of the Association and to the District Treasurer.

- C. Salary checks will be issued bi-weekly on Thursday except that checks will be issued on the last day of school when the normal date for issuance falls on a holiday or school vacation. Teachers may elect to be paid in either twenty-one (21) or twenty-four (24) equal paychecks. Such designation must be made no later than September 1 of the school year.
- D. Payroll deduction will be available for deposit to the Tri-County Teachers Credit Union (TCT) provided the applicable forms are transmitted to the District business office by the individual association member desiring said deduction. Such funds shall be sent out on the day before each pay period following the receipt of applicable forms from the individual desiring said deduction.
- E. The District agrees to deduct from the salaries of teachers monies for tax sheltered annuities and VOTE/COPE as said teachers voluntarily authorize in writing. The District will transmit said monies promptly.
- F. An agenda of the Board of Trustees meeting will be made available to all teachers by placing a copy in the teachers' mailboxes three days prior to the meeting. If an agenda is not available, one will be provided as soon as available.
- G. A copy of the Board of Trustees minutes will be made available to the President of the Association by placing a copy of the same in the President's mailbox no later than ten (10) days after their approval by the board.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance** is the complaint by an employee or group of employees of an alleged violation of any of the terms and conditions of this Agreement between an employer and its employees.
2. **Days** – All days referred to shall be days in which school is in session except between the last day of June and the first school day in September where days shall mean calendar days excepting Saturdays, Sundays, and holidays.
3. **Immediate Supervisor** – The title Immediate Supervisor shall mean the administrator responsible for the area in which an alleged grievance arises; that is, the Building Principal or Superintendent.
4. **Representative** shall mean the person or persons, including the Association, who are designated by the grievant.
5. **Grievant** shall mean any person or persons, including the Association, under this Recognition Agreement, Article I, filing a grievance.
6. **Party of Interest** is any person directly involved in a grievance.
7. **Arbitrator** shall mean person or persons selected from the American Arbitration Association under the rules of the American Arbitration Association.
8. **Expedited Procedure** shall mean the expedited procedure according to the Rules and Procedures of the American Arbitration Association.

B. General Procedures and Rights

1. Members of the unit shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
2. Each grievant shall have access to all pertinent information, all written statements and records pertaining to such case with the exception of confidential records obtained for employment, at reasonable times.
3. All information in regard to any grievant shall be kept confidential and shall not be made a part of any individual's personnel file.

4. Failure by the grievant to submit the Grievance Form to the immediate supervisor within thirty (30) days after the occurrence of the problem shall serve notice that a grievance of the problem has been waived.
5. If the person rendering the decision at any level determines he/she does not have the power to act on the grievance, then he/she shall notify the grievant in writing within the specified time of that level.
6. If the time limit, or the existing time limit as mutually agreed upon for any level, expires without a written determination, the grievance shall automatically proceed to the next higher level. The time limit for the next higher level shall begin as of the expiration date of the previous level. Time limits for either party will be extended only by written mutual agreement.

C. Informal Procedures

1. If a party identifies a problem or complaint as a grievance to the Superintendent, the Superintendent shall discuss it with the party and shall render his/her determination within three (3) days of the discussion.
2. If no satisfactory solution to the grievance is reached at this stage, the grievant shall notify the Superintendent on the official Grievance Form, thus initiating the formal procedure.

D. Formal Procedures

1. Level One – Superintendent
 - a. All grievances at Levels One, Two and Three shall be submitted in writing on the mutually agreed upon form. All responses, determinations, and decisions regarding any and all formal grievances shall be given in writing on the mutually approved form with the original to the grievant and a copy to the Association.
 - b. The grievant shall initiate this step by submitting the grievance on the official form to the Superintendent.
 - c. The Superintendent must make a written determination within ten (10) days of the receipt of the written grievance with the original to the grievant and copies to the Association.

2. Level Two – Board of Trustees

- a. If the grievance has not been satisfactorily resolved at Level One, the grievant may, within fifteen (15) days of Superintendent's response, move the grievance to Level Two upon written notification to the Board of Trustees.
- b. The Board shall have twenty (20) days from the written notification to render a decision.
- c. The Board shall hold an informal hearing within ten (10) days of the initiation of Level Two at which time the grievant and the Association may present new information. The time for this informal hearing shall be mutually agreed upon between the Board and the grievant.
- d. The Board's written determination shall be given to all parties within at least ten (10) days after the hearing, but not to exceed twenty (20) days from initiation of Level Two.
- e. If the Board fails to make a written determination within the specified time limit or the grievance is not satisfactorily resolved at Level Two, the grievant shall have the right to proceed to Level Three.

3. Level Three – Arbitration

- a.
 1. If the association is not satisfied with the decision rendered at Level Two, the association may submit the grievance to binding arbitration upon written notification to the Superintendent and to the American Arbitration Association (AAA) for arbitration under their voluntary labor arbitration rules within fifteen (15) days from the date of the Superintendent's decision.
 2. Upon the mutual agreement of the District and the Association, the parties, within fifteen (15) days from the date of the Superintendent's determination, may proceed under the Expedited Arbitration Rules of the American Arbitration Association.
- b. A request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- c. The selected arbitrator will hear the matter promptly and will issue his determination, findings, and awards no later than fourteen (14) days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, determination, award and conclusion on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The cost for the services of the arbitrator will be borne equally by the District and by the Association.
- g. **Withdrawal.** A teacher may withdraw a grievance at any time without prejudice to its resubmission at the option of the teacher subject only to the obligation to pay the teacher's share of any arbitrator's expenses or costs for the services of the arbitrator if already incurred at the time of the withdrawal.
- h. If a grievance is not processed from one stage to the next stage of the grievance procedure within the time limits specified, all further rights to the grievance or arbitration procedure shall be waived.
- i. If, at any step of the grievance procedure, the aggrieved party is satisfied with the board's decision, the aggrieved party can terminate the grievance procedure.
- j. All meetings concerning grievances are to take place at times mutually agreed upon by all parties thereof.

GRIEVANCE FORM

Date Filed: _____

Level: _____

Grievant's Name: _____

Subject or Grade (if applicable): _____

Specified Section(s) of Agreement in Alleged Dispute: _____

Grievance: _____

Remedy: _____

Signed: _____

Grievant or Association

ARTICLE VII

TEACHER ASSIGNMENT

- A. It is agreed that teachers will be notified of their tentative assignments for the forthcoming school year by May 15.
- B. Teachers will be notified of their tentative programs and room changes for the coming school year at the earliest date practicable but no later than June 1.
- C. If, on October 1 of any school year, the number of students in a teacher's class exceeds 27 in grades K-2 and 29 in grades 3-6, the District will assign at least one teacher aide or teaching assistant to such class.

ARTICLE VIII

TEACHER TRANSFER AND REASSIGNMENT

- A. General
 - 1. Members of the unit who desire a change in grade and/or subject assignment shall file a written statement request at the Office of the Superintendent by March 1 of each year. Such statement shall include the grade and/or subject to which the teacher wishes to be assigned. Where such request contains a multiple choice, the grades or subjects shall be stated in order of preference.
- B. Involuntary Transfer
 - 1. Notice of an involuntary transfer shall be given at least three (3) weeks prior to the assignment. The giving of such notices is contingent upon the student census obtained throughout the school year. Before the decision to involuntarily transfer a teacher or group of teachers is made, the Superintendent of Schools will meet with those teachers who may be affected by such a transfer.
 - 2. If involuntarily transferred, the tenured teacher shall have prior consideration should a position open in the area or class he/she vacated within a four (4) year period.

ARTICLE IX

TEACHER FACILITIES

- A. The Board agrees to provide a lounge/faculty work area/eating area for the exclusive use of the staff.
- B. A separate rest room facility shall be provided for faculty and staff use in the main building.

ARTICLE X

LEAVE PROVISIONS

- A. Sick Leave
 - 1. Commencing with the first day of school in September members of the unit will be entitled to fifteen (15) days of sick leave for each school year to be credited on the first day of school in September each year.
 - 2. Days of sick leave can be accumulated up to a maximum of 210 days. Any use of days of accumulated sick leave may require the submission of a physician's statement explaining the need for the sick leave to the Superintendent.
 - 3. In the event of prolonged sick leave, the Superintendent may request certification by the teacher's physician as to his or her physical disability during the absence. Prolonged is interpreted as two (2) weeks of continuous absence.
 - 4. An accounting of the accumulated sick leave shall be given to each member of the unit by the district no later than September 15 of each school year. Objections to the accounting must be made September 25 of each school year.

- B. Personal Leave

Upon notification, three (3) days absence for such personal business that cannot be rescheduled on other than a school day will be granted without reason each school year. Such notification will be submitted at least three (3) days prior to the intended absence and in writing, if possible. Unused personal leave will be added to sick leave. Personal leave may be taken the day before or the day after a vacation period only with the express written consent of the Superintendent and after reasons are given to him/her. The Superintendent's decision shall not be subject to Level Three of the grievance procedure.

C. Emergency Leave/Family Leave

Beginning with the first day of school in September members of the unit will be entitled to five (5) days of emergency leave/family leave each school year. The reason for the absence must be given and approval must be obtained from the Superintendent. Any emergency leave or family leave days that are taken will be deducted from sick leave.

D. Leaves of Absence

1. Teachers may request absence with pay each school year in addition to the leave specified above on the following basis:
 - a. Two (2) days each year for the purpose of visiting another school.
 - b. Up to three (3) days each year for attending teacher requested meetings or conferences of an educational nature upon the written approval of the Superintendent.
 - c. Permission for more days described in (a) or (b) may be extended at the discretion of the Superintendent.
2. In addition, teachers will be entitled to the following absences with pay each school year:
 - a. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the District or for the performance of jury duty, or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved. A teacher taking such leave shall reimburse the District for any fees he/she receives as a juror or witness.
 - b. In the event of the death of an immediate family member which occurs during the school year, bereavement leave up to five (5) days per occurrence will be granted. Immediate family is defined as: current spouse, children, sister, brother, parents, grandparents, aunt and uncle of either teacher or current spouse, those who had been legal guardians of the teacher, and any other members of the household of which the teacher is a part. Bereavement leave for family members not defined above may be granted at the discretion of the Superintendent.
 - c. Days taken off for religious observance will not be charged against sick leave or personal leave provided prior written notice of two (2) days is given to the Superintendent.

E. Leave of Absence – Extended

1. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps and up to one (1) year for service as an exchange teacher, provided the teacher is a full-time participant in either program. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Board during leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
2. A leave of absence without pay or increment of up to two (2) years may be granted at the discretion of the Board.
3. Any tenured teacher whose personal illness extends beyond the period of accumulated sick leave will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to a maximum of two (2) years after submitting a doctor's certificate.
4. Bargaining unit members desiring any extended leave of absence shall request said leave at least sixty (60) days prior to the date said leave is to begin. Notification that said bargaining unit member is returning to the district shall be given in writing at least ninety (90) days prior to the end of said leave.

F. Other Leaves

1. Child Rearing

- a. A teacher will notify the Superintendent at least sixty (60) days prior to the anticipated date on which the leave is to begin and end, except in cases of unusual circumstances, thirty (30) days' notice will be given of the intent to return.
- b. A leave of absence shall not count toward the fulfilling of probationary requirements; however, such leave shall not result in the loss of any probationary time earned prior to the start of such leave.
- c. Child rearing leave will be without pay and is not to be construed as sick leave except that the teacher may elect to utilize her accumulated sick leave during her period of physical disability. Pursuant to such election during a pregnancy leave, sick leave will be paid only during the time period in which a physician certifies the employee to be physically disabled because of pregnancy or childbirth and only to the extent of the number of sick leave days accumulated.
- d. Pregnancy and child rearing leave may be granted up to two (2) full years upon the written request by the bargaining unit member and approval of the Superintendent and Board

2. Adoption

A bargaining unit member adopting an infant child of four (4) years of age or less shall be entitled upon request to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. Maximum length of the leave shall be two (2) years and the bargaining unit member, when possible, shall give thirty (30) days notification for taking said leave and sixty (60) days notice prior to the anticipated date of return.

G. General Procedures

1. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return. He/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to another elementary position. A teacher who returns from such leave will be placed on at least the same level of the salary schedule he/she was on when the leave commenced, except that a teacher having served at least one hundred (100) school days in the school year in which the leave commenced shall be placed on the next higher level of the salary schedule.
2. All requests for leaves or extension or renewals of leaves will be in writing and approved or rejected in writing.

ARTICLE XI

PROFESSIONAL LEAVES

- A. Professional leaves for study or other purposes of value to the School District may be granted at the discretion of the Board. Such leaves shall be without pay and no more than one (1) teacher may be granted this privilege in one (1) year. To qualify, teachers will have been employed at least three (3) years in this School District.
- B. Sabbatical leave for the purpose of improving preparation for teaching through study or other purposes of value to the School District as determined by the Board of Trustees may be granted at the discretion of the Board to one (1) teacher every two (2) years.
 1. In order to be eligible for a sabbatical, a teacher must have been employed a minimum of five (5) consecutive years in the School District.
 2. A teacher granted a sabbatical leave will receive either:
 - a. half pay for a full year of study or other activity; or

- b. full pay for a half year of study or other activity.
3. Following the paid leave, the teacher will provide at least two (2) years of service to the School District and will share the experience in appropriate ways with the rest of the school staff. In the event that a teacher fails to serve the additional two (2) years, the teacher will be required to reimburse the District for salary and fringe benefits as follows:
 - a. Full reimbursement if the teacher serves less than one additional year.
 - b. One-half reimbursement if the teacher serves one (1) year or more but less than two (2) additional years.
4. Applications for sabbatical leave must be submitted in writing on or before April 1 or October 1 for the following semester. The application will include a proposal for use of the leave and will demonstrate the relationship between the proposal and the involvement of the education offered in the School District.
5. Staff members on sabbatical leave shall be given experience credit for salary advancement.

ARTICLE XII

WORK DAY – WORK YEAR

- A. For teachers the school day will consist of seven (7) hours. Teachers will not be required to sign in and out.
- B. The work year for bargaining unit members will consist of 183 days. The daily rate is defined as the annual salary divided by the days the unit member is required to work.
- C. All teachers will receive a lunch period of at least thirty (30) minutes free from supervisory responsibility.
- D. Scheduled faculty meetings will be held once a month. A schedule for such meetings will be distributed at the teacher orientation day in September. Faculty meetings may be held during the noon hour or at 2:45 p.m., not to exceed 3:45 p.m. When the Superintendent changes dates, the teachers will have three (3) days notice, except in case of emergency.
- E. Additional meetings may be held upon the request of a faculty member or the Superintendent. There will not be more than three (3) additional meetings in a school year. Twenty-four (24) hours notice for additional meetings will be given.

ARTICLE XIII

VACANCIES

- A. All teaching vacancies and newly created teaching positions, excluding tutoring assignments of less than two (2) weeks duration, shall be posted in the school two weeks before outside recruitment. If such vacancies or newly created positions occur during July or August, notice will be mailed to each teacher on the faculty.
- B. Employees who desire to apply for such vacancies shall submit a letter of intent to the Superintendent.
- C. The notice shall set forth a description of the qualifications for the position, including job requirements and salary range.

ARTICLE XIV

USE OF PERSONAL VEHICLES

- A. Teachers are not required to use their own vehicles for school functions or business.
- B. When a teacher agrees to utilize his/her personal vehicle on school business or District-sponsored educational business, he/she will be reimbursed at the current IRS rate.

ARTICLE XV

TEACHER EVALUATION AND PERSONAL FILES

A. Evaluation of Teachers

1. All observation of teaching performance shall be conducted personally and with the full knowledge of the teacher.
2. The Superintendent of the District (evaluator) shall evaluate each teacher.
3. No adverse comments shall be given to a teacher by the evaluator in the presence of pupils, parents or other teachers.
4. The evaluator must have observed the teacher for a period of thirty (30) minutes before making a formal evaluation report. Upon the request of the teacher, a second observation shall be conducted prior to the completion of the formal evaluation report.
5. Following the evaluation of any teacher, the evaluator shall meet with the teacher to discuss the evaluation report. The meeting shall be at the mutual convenience of the teacher and the evaluator within five (5) work days following the evaluation.
6. After discussion, the teacher shall sign the report. The teacher's signature does not necessarily indicate agreement with the content thereof. The teacher shall have the right to make a written reply to the report which shall be attached to the report.
7. Efforts shall be made by the administrative and/or supervisory personnel to assist teachers to improve any cited weaknesses.
8. A copy of each evaluation report shall be filed in the teacher's personnel file and a copy provided to the teacher following the discussion referred to in paragraph 5, above.
9. There will be a minimum of two evaluations per year for all probationary teachers.

B. Association Representation

A teacher will be notified in advance in writing of the purpose of the meeting with the Superintendent in cases where evaluations and/or disciplinary actions are contemplated and shall be entitled to have Association representation.

C. Personnel Files

Personnel files shall be maintained under the following circumstances in the Administration Office.

1. No material derogatory or commendatory to a teacher's conduct, service, character or personality shall be placed in the files unless the teacher is sent a dated copy at the same time.
2. The teacher shall have the right to submit a response to the statement. The teacher's response shall also be included in the file.
3. Upon written request, a teacher shall be given access to his/her file. Inspection shall occur at a time and in a manner mutually acceptable to the teacher and the School District. A teacher who is inspecting his/her personnel file may have a representative present during such inspection.
4. Upon receipt of a written request, a teacher shall be furnished a reproduction of material in his/her file.
5. Pre-employment information, e.g., reference checks and responses, or information provided to the School District with the specific request that it remain confidential, shall not be subject to inspection or copying.
6. All inspections of personnel files shall be conducted in the presence of a representative of the School District. The teacher or his/her representative, if present, shall not remove any material from his/her personnel file.

ARTICLE XVI

ACCIDENT INDEMNITY AND TEACHER PROTECTION

- A. Whenever a regularly employed teacher is absent from employment and unable to perform his/her duties as a result of personal injury caused by an accident occurring in the course of his/her employment, for which he/she is eligible to receive Worker's Compensation payments, he/she will be paid his/her full salary for the period of his/her absence, for up to one (1) year, less the amount of any Worker's Compensation award made for disability as a result of said injury. No part of such compensable absence will be charged to the employee's annual or accumulative sick leave. The Board of Education may require the employee to have a reasonable number of physical examinations by a physician selected by the Board of Trustees.
- B. The Board of Trustees will provide reimbursement for the repair, or the value, whichever

is less, of clothing and personal effects damaged or destroyed during the course of an accident as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his employment, provided the loss is not caused by negligence of the claimant. Said claims shall be submitted on a form provided by the District.

- C. The District shall make necessary arrangements to protect teachers from loss of, or damage to, personal property while the teachers or their property are on school grounds or engaged in school business or activity. (Personal property does not include automobiles and/or other vehicles).

- D. Teacher Protection

Teachers will immediately report all cases of assault sustained by them in connection with their employment to the Superintendent. The Superintendent will take action which is deemed necessary. Upon the request of a teacher, a conference shall be held which will include the teacher involved, the Superintendent, and, if desired by the teacher, the Teacher Association Representative. A written report of the incident made by the Superintendent will be forwarded to the Board for information and/or further action and be made available to the teacher. If a teacher is not satisfied with the action taken by the Superintendent, the teacher may bring his/her dissatisfaction to the Board of Education.

ARTICLE XVII

INSURANCE BENEFITS

- A. Hospitalization

The School District will provide 75% of the premium for those unit members participating in the "Blue Shield of Northeastern NY", "Empire Blue Cross" medical insurance plans. If any of the foregoing plans are not available, the School District and the Association will review other available plans.

- B. Dental

The District will provide dental insurance through Guardian. The District will provide 80% of the premium for individual coverage and 50% of the premium for family coverage.

- C. Section 125 Plan

The District will provide a Section 125 Plan in accordance with Section 125 of the Federal Internal Revenue Code for all unit members on or before September 1, 1999. Health and dental insurance premiums may be paid by the unit members through such plan.

D. Retirement Benefits

1. Members of the unit shall be entitled to receive medical insurance benefits provided through the "Blue Shield of Northeastern NY" or "Empire Blue Cross" medical insurance plans upon satisfying the following:
 - a. The member must be fifty-five (55) years of age or older at the time of retirement, and
 - b. Shall have been continuously employed by the District for a period of at least twenty (20) year immediately preceding date of retirement.

Such medical insurance benefits shall be provided only to the retiring member. In the event that such member seeks retirement from the Glens Falls Common School District to pursue other employment, such medical insurance benefits shall not be provided.

2. Upon retirement from teaching at Abraham Wing, members of the unit shall be entitled to receive the following rate per day for all accumulated unused sick days in accordance with Article X above.

\$20 per day – 2007-2010

ARTICLE XVIII

MUTUALLY ACCEPTABLE REOPENER

Either party may request a reopener of the provisions of this Agreement at any time during the life of the Agreement. Such a request for reopening negotiations must be acceptable to both parties.

ARTICLE XIX

DURATION OF AGREEMENT

- A. This agreement is the result of collective bargaining between the Board and the Association which has been conducted under the requirements and directions of the Public Employees Fair Employment Act (Taylor Law). The provisions of the agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreement of the Board and Association. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's direction and control subject to impact negotiations required by New York State Law.

ARTICLE XX

SALARY SCHEDULES

STEP	2007-2008	2008-2009	2009-2010
1	\$35,628	\$36,376	\$37,176
2	\$36,326	\$37,089	\$37,904
3	\$37,039	\$37,816	\$38,646
4	\$37,764	\$38,557	\$39,404
5	\$38,505	\$39,313	\$40,177
6	\$39,260	\$40,084	\$40,694
7	\$40,030	\$40,870	\$41,767
8	\$40,815	\$41,671	\$42,586
9	\$41,616	\$42,488	\$43,421
10	\$42,865	\$43,322	\$44,273
11	\$44,132	\$44,622	\$45,141
12	\$45,524	\$45,942	\$46,496
13	\$46,914	\$47,390	\$47,871
14	\$48,304	\$48,838	\$49,381
15	\$49,695	\$50,284	\$50,889
16	\$51,086	\$51,733	\$52,396
17	\$52,475	\$53,180	\$53,906
18	\$53,865	\$54,627	\$55,414
19	\$55,256	\$56,073	\$56,921
20	\$56,646	\$57,522	\$58,428
Masters	\$500	\$500	\$500
Hours @	\$35	\$35	\$35

For the 2007 – 2008 school year any member on step 20 will be paid a stipend in the amount of \$1,000.

For the 2008 – 2009 school year any member on step 20 will be paid a stipend in the amount of \$1,200.

For the 2009 – 2010 school year any member on step 20 will be paid a stipend in the amount of \$1,400.

The stipends listed above do not apply to any member moving from step 19 to 20.

The stipends listed above are non-cumulative.

Graduate Credits

Payment shall begin the semester following satisfactory completion of the course. Courses satisfactorily completed in the Fall semester will qualify for half of the below payment for the remainder of the year. Full payment resumes the following year. There shall be a payment of \$500 for each advanced degree.

Co-Curricular Activities

\$20 per hour: 2007-2010

Teachers who agree to participate in approved after school activities for sports or other co-curricular activities will be available for sixty (60) minutes beyond the student dismissal time. Teachers will be paid for one hour for each sixty (60) minute session with the understanding that the teacher-student contact during these sessions will be for sixty (60) minutes.

Part-time Positions

Salary, graduate credits and masters credit for part-time teachers will be prorated.

Summer School Salary

Teachers will be paid at the rate of \$25.00 per hour for summer school instruction.

SIGNATURE PAGE

For The District

E. W. Cole
Superintendent

4/25/07
Date

David Johnson
President, Board of Trustees

4/25/07
Date

For The Association

Dale A. Farrar
President

4/25/07
Date