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COLLECTIVE AGREEMENT

BETWEEN THE

TACONIC HILLS CENTRAL SCHOOL DISTRICT

AND THE

TACONIC HILLS FACULTY ASSOCIATION

July 1, 2003 to June 30, 2008
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AGREEMENT made as of July 1, 2003 to June 30, 2008, by and between the Taconic Hills Central School District ("District") and the Taconic Hills Faculty Association ("Association").

ARTICLE 1 - RECOGNITION

1.1 Except as provided in Article 1.2, the District recognizes the Association as exclusive bargaining agent for all professional teaching, registered nursing personnel and psychologists in the district, except the Superintendent of Schools, School Business Officer, Assistant Superintendent for Curriculum and Instruction, and High School, Middle School and Elementary Principal and Dean of Students. The term "employees" as used in this Agreement shall mean only persons serving in positions in such negotiating unit.

1.2 The District and the Association agree that the positions of Athletic Director, Assistant Athletic Director, and Pool Director are positions within the teachers' bargaining unit. However, appointment to such position(s) will be made on a yearly basis and if such appointment is made to a person who is a certified administrator, then such position(s) will not be included within the teacher bargaining unit. In the event no qualified teaching unit member is willing to accept the position or the Board of Education chooses not to assign the duties of Athletic Director or Pool Director to an administrator, the Board of Education may appoint someone other than a teaching unit member or an administrator to the position. In the event the appointee to either position is neither a teacher nor an administrator then employed by the District, then such position(s) shall not be included within the teacher bargaining unit.

Members of the THFA who perform the duties of Athletic Director, Assistant Athletic Director or Pool Director will receive a stipend in accordance with Appendix H.

1.3 The District agrees not to negotiate with any employee covered by this Agreement or with any employee organization other than the Association with respect to terms and conditions of employment of employees.

1.4 Dean of Students

a. Effective September 1, 1996, the District and the Association agree that the part-time position of "Dean of Students" is a position within the THFA bargaining unit.

b. Appointment to such position(s) will be made on a yearly basis, in the sole discretion of the District, and no one will have the right to any such position regardless of seniority or prior service in such position.

c. The District has the discretion to assign the duties of the Dean of Students to a person who is employed as an administrator with the District. If such appointment is made to a person who is employed as an administrator with the District, then such position(s) will not be included within the THFA bargaining unit.
d. In the event no qualified teaching unit member is willing to accept the position or the Board of Education chooses not to assign the duties of Dean of Students to an administrator, the Board of Education may appoint someone other than a teacher bargaining unit member or an administrator to the position. In the event the appointee to the position is neither a teacher nor an Administrator then employed by the District, then such position(s) shall not be included within the THFA bargaining unit. In addition, if the duties of the Dean of Students position comprise more than 25% (10 periods per week) of a teacher's full time assignment, thereby requiring a School Administrators and Supervisors certification, then such position(s) will not be included within the THFA bargaining unit.

e. The duties of Dean of Students will generally be performed during the regular teacher workday, and, in its discretion the District will allow teachers to perform such duties in lieu of a supervisory assignment. The District may, in its discretion, assign teachers a reduced class load for the purpose of performing Dean of Students duties. It is contemplated that the Dean of Students will be required to perform services outside the teacher work day, with the exact hours to be determined by his/her principal. The stipend set forth in Appendix H is for work performed outside the teacher workday.

f. Members of the THFA who perform the duties of Dean of Students will receive a stipend in accordance with Appendix H.

ARTICLE 2 - NEGOTIATION PROCEDURES

2.1 Negotiations for a successor agreement will commence upon written request of either party no later than January 15 of the final year of this Agreement.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1 Definitions

A. A "grievance" is a claim by any employee or group of employees based upon any event, or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules or procedures of the Board or Administration.

(1) Any grievance relating to any matter involving an employee or employee's welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, policies, rules, by-laws, regulations, directions, orders, work rules, or procedures of the Board or Administration, which is not specifically and expressly set forth in this Agreement shall be permitted to proceed only through "level three" of the grievance procedure hereinafter set forth. The decision of the Board in "level three" shall, except for available review by the Commissioner and/or the court, be the final resolution of any grievance relating to such matter.
(2) Binding arbitration as hereinafter set forth in the grievance procedure shall apply only to grievances relating to the interpretation and application of specific terms and conditions of employment set forth in the Agreement.

B. "Grievant" shall mean the employee(s) or Association on behalf of the employee(s) submitting the grievance.

C. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

D. "Days" as used in this Article shall mean school days.

3.2 Purpose and General Provisions

A. The purpose of this procedure is to secure, at the lowest possible administrative level, settlement and equitable solutions to grievances, which arise under the provisions of this Agreement. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Nothing herein contained shall be construed as limiting the right of any individual having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association.

C. In any case where the issue raised by the grievance affects a group or class of employees, the Association shall, at any time on its request during the procedure, have the opportunity to have a representative present and to state its views.

D. An employee shall have the right to present a grievance in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

E. Any party of interest may be represented at all stages of the grievance procedure by representation of his/her choosing.

F. The District shall have the right to discuss the grievance with the teacher(s) named in the grievance or teachers in a class-action grievance, providing such teacher(s) shall have the right to an Association representative present during such discussions.

G. The Association shall have the right at its request to have a representative present and to state its views at levels two, three and four of the grievance procedure.

H. All hearings will be confidential.
I. It shall be the responsibility of the Superintendent to take such steps as may be necessary to give full force and effect to these procedures.

J. Decisions rendered at levels two and three of the grievance procedure shall be in writing setting forth the decisions and the reasons therefore, which shall be transmitted promptly to all parties of interest and to the Chairman of the Association Grievance Committee.

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

L. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be jointly prepared by the District and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. Computer generated forms may be used in processing grievances if such forms are substantially the same as and contain only the information agreed to between the District and the Association.

M. If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers, the Grievance Committee may submit such grievance in writing to the Principal or Principals of the school or schools involved, and the processing of such grievance will commence at level one by the discussion with said Principal or Principals involved. In such a group or class grievance, the Grievance Committee shall have the same status as a grievant.

N. Any costs of the services and expenses of the Arbitrator shall be borne equally by the District and the Association.

O. The arbitrator will be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

3.3 Procedure - Hearing of Grievance

A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

B. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

C. If the Grievant does not file a Level 1 grievance with his/her Principal or the Superintendent within twenty (20) days after the grievant knew or should have known
of the act or condition upon which the grievance is based, then the grievance shall be
waived. A grievance is not considered "filed" in accordance herewith until the Level 1
grievance form attached hereto as Appendix "A1" or a substantially similar form is
received by the appropriate District representative as required by Section 3.4.A.2 of this
Article.

3.4 Procedure - Stages

A. Level One - Immediate Supervisor/Principal

(1) An employee with a grievance will first discuss it with his/her Immediate
Supervisor or Principal, with the objective of resolving the matter informally. The
employee may, if (s)he so desires, and have a representative of the Association present at
such discussion. If the Immediate Supervisor or Principal decides (s)he has no authority
to decide the grievance, (s)he may direct the Grievant to proceed directly to Level Two of
this procedure.

(2) If the grievance cannot be resolved informally with the Immediate
Supervisor or Principal, it shall be reduced to writing and filed with the Immediate
Supervisor or Principal who discussed the matter informally, on the form attached hereto
as Appendix A-1. Such form must be received by the Immediate Supervisor or Principal
within twenty (20) days after the Grievant knew or should have known of the act or
condition upon which the grievance is based. Such form cannot be filed until the
informal meeting required above has been held. If the informal meeting is requested prior
to the 20th day, but the immediate supervisor is unable to schedule the meeting prior to
the expiration of the 20th day, then the time to hold such meeting shall be frozen until
such time as the supervisor is able to schedule the meeting. If the grievance remains
unresolved after such meeting then the Level One form must be filed with the Immediate
Supervisor/Principal within two (2) days thereafter to ensure timeliness at Level One.

(3) The Immediate Supervisor/Principal will respond in writing within ten
(10) days after his/her receipt of the written grievance.

B. Level Two - Superintendent

(1) If the Grievant is not satisfied with the disposition of his/her grievance by
the Immediate Supervisor or Principal at Level One, or if a decision has not been
rendered within ten (10) days after presentation of the written grievance, either the
Grievant or the Association may appeal the grievance to Level Two by submitting it to
the Superintendent, in writing, on the form appended hereto as Appendix A-2. Such form
must be submitted to the Superintendent within ten (10) days after the Grievant's receipt
of the written decision at Level I or within ten (10) days after such written decision
should have been rendered.

(2) The Level Two appeal shall contain a short, plain statement of the
grievance and shall indicate the provision(s) of the agreement claimed to
have been violated and the relief sought on the appeal. It shall also include a copy of the Level One decision.

(3) Within ten (10) days after receipt of the written Level Two grievance by the Superintendent, the Superintendent will meet with the Grievant and his/her representative in an effort to resolve it. The Superintendent will render his or her determination on form A-2 within ten (10) days after such meeting.

C. Level Three - Board of Education

(1) If the Grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered by the Superintendent within ten (10) working days, and the Association Grievance Committee considers the grievance meritorious and that appealing it is within the best interests of the School District, it may, within ten (10) days thereafter, appeal to the Board of Education in writing on the form appended hereto as A-3.

(2) The Board or a committee of its members will, within fifteen (15) days after receipt of the written notice of appeal (Form A-3), meet with the Grievant and his/her representative or a representative of the Association, for the purpose of hearing the position of the Grievant and/or the Association. Within ten (10) days after such hearing the Board may render its decision in writing.

D. Level Four

1. If the Association is not satisfied with the decision at Level Three, the Grievance Committee may, within ten (10) school days after receipt of the Level Three decision, or, if the Board fails to render a decision within ten (10) school days after the Level Three meeting, within ten (10) school days of the last day when the Board would have timely rendered a Level Three decision, submit the grievance to arbitration by delivering a written demand to arbitrate to the Superintendent and the American Arbitration Association.

2. Except as otherwise expressly provided herein, the Parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

E. The Arbitrator shall set an early hearing date involving all the parties and within ten (10) school days after such hearing, render his report to those concerned.

F. The Arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or mandated upon or within the sole discretion of the Board of Education. Nor shall the Arbitrator make any decision, which is in violation of the terms of this Agreement. The Arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement; nor shall he suggest any changes in the provisions of this Agreement. Should the District or the Association contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the Arbitrator shall be required, upon request of
such party, to rule upon the question of arbitrability in advance of receiving evidence upon any other issue. The decision of the Arbitrator, made in conformance with his authority as set forth in this Agreement, shall be final and binding.

G. The report of the Arbitrator will be in writing, and will set forth the findings of fact, reasoning and conclusions on the issues submitted.

3.5 No grievance conference, meeting or hearing will be called during school hours by the Board or the Administration which will result in loss of any portion of the salary paid by the School District to any teacher required to attend.

ARTICLE 4 - TEMPORARY LEAVES OF ABSENCE

4.1 SICK LEAVE

A. All full-time employees shall receive seven (7) days of sick leave for the purpose of personal illness or physical disability effective on the first day of each school year and an additional seven (7) days of sick leave for the purpose of personal illness or physical disability effective on the first day of the second term (semester) of each school year. Although credited up front, it is assumed that employees will work the entire semester to earn these days. Therefore, should an employee leave the employ of the District after being credited the days, but prior to the end of a semester, sick days will be deemed to have been earned at the rate of 1.4 days per month, commencing in September and credited upon the completion of at least one-half (1/2) the number of working days in the month. Use of sick leave days in excess of those earned at the time an employee leaves the District shall be deducted from the employee’s last paycheck. Employees shall not be entitled to accrue leave days during periods of extended unpaid leaves of absence. Effective September 1, 2005, employees may not carry over into any school year accumulated sick leave in excess of 225 days. Employees shall receive a statement of accumulated sick leave as of the last day of the prior school year with the first September paycheck. Part-time employees shall receive pro-rata sick leave based upon the hours worked compared to a full-time position.

Effective September 1, 2005, employees may use up to three (3) days of sick leave in the event of illness of a domestic partner. A domestic partner is defined as sole domestic partners, who reside together, are not married to anyone else, are not related by blood, have resided together for at least six months and intend to reside together on a permanent basis and are jointly responsible for each other’s common welfare and share financial obligations.

Employees may, subject to the limitations hereinafter set forth, charge absence from work in the event of illness in the immediate family against accrued sick leave. As used in this subsection, the term "immediate family" shall mean the employee's spouse, domestic partners, parent, all children, whether they reside with the teacher or not, or any dependent who resides with the employee and who has resided continuously with the employee, for a period of not less than one year prior to the commencement of any period of leave requested pursuant to this section. The minimum period of residency provided
herein shall not apply to a leave requested pursuant to this section in connection with the sickness or physical disability of (1) a natural dependent child of an employee who resides with the employee and is under the age of one year at the commencement of a period of such leave or (2) an adopted dependent child of an employee who has resided with the employee for less than one year at the commencement of a period of such leave.

Employees who use sick leave benefits for illness in the immediate family as provided herein and whose spouses are able to share in care-giving responsibilities have a responsibility to make arrangements to share in such responsibilities to the extent circumstances allow.

B. An employee requesting sick leave shall make every effort to notify the designee of the Superintendent by 6:30 a.m. on the date of such absence.

C. Each employee is authorized to use only his unused annual sick leave days (maximum of 14) as provided in paragraph A of this Section plus one-half of his/her accumulated sick leave days (maximum 112 /2 days for a total of 126 1/2 days) for the purpose of illness in the immediate family.

D. The additional sick leave provided employees with maximum accumulation may not be used for any form of salary supplement under Article 5, Section 5.1 herein after, or for any other purpose than set forth in Section 4.1 (A).

4.2 Other Temporary Leaves

A. Personal Leave -

1. The District recognizes that employees may need to engage in certain activities during normal working time. An employee may charge up to three (3) days of personal leave against his/her sick leave entitlement earned during such school year pursuant to 4.1 (A) to attend to such personal business matters that cannot be taken care of after the normal work day. For clarification purposes and consistent with the parties' intent, it is agreed that personal leave is not to be used for vacation, recreation, or leisure purposes.

2. The use of personal leave shall be subject to the availability of a substitute if a substitute is necessary to replace the employee requesting such leave. Application for personal leave shall, except in an emergency, be made in writing to the Superintendent or his designee not less than two (2) days in advance of any anticipated usage.

3. Any request for personal leave to be taken one day before or one day after a vacation or holiday period, or any request for personal leave two days before or after a vacation or holiday period to be used for travel shall be granted or denied in the sole discretion of the Superintendent. The exercise of such discretion granting such a request shall not be deemed a precedent upon any subsequent request therefore. The reason for the day must be provided in writing, along with the request.
4. The Superintendent may, in his sole and non-reviewable discretion, grant an additional personal day to any employee. In exchange for the extra day, the teacher will be required to pay the then-current daily rate for an uncertified substitute, through direct billing or payroll deduction. The reason for the day must be provided in writing, along with the request.

B. Leave for Death in the Family - An employee shall be granted leave without charge to other leave credits in the event of death in the employee's immediate family, up to a maximum of three days. Additional days may be granted at the discretion of the Superintendent but in no event shall more than two additional days be granted. As used in this subsection, the term "immediate family" shall mean the employee's husband, wife, domestic partner, mother, mother-in-law, father, father-in-law, son (or spouse's son), son-in-law, daughter (or spouse's daughter), daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandson or granddaughter; the Superintendent may, in his sole and unreviewable discretion (no affirmative exercise of which shall be deemed to constitute a precedent upon any subsequent application therefore), permit the use of leave pursuant to this section in the event of death of a person bearing a relationship to the employee not hereinabove enumerated.

C. Jury Duty Leave - On proof of the necessity of jury service, an employee shall be granted leave for that purpose, without charge to other leave credits, provided that (s)he has agreed in writing prior to and as a condition of the granting of such leave to deliver to the Superintendent, for deposit in the general fund of the District, all fees (other than amounts received for meals or travel allowance) paid to such employee for such jury service.

D. In the discretion of the Superintendent, an employee may be granted leave without charge to other leave credits for the purpose of fulfilling the employee's personal religious obligations.

E. Temporary or short term leaves without pay may be granted in the sole discretion of the Superintendent for such reasons as (s)he considers appropriate and in the best interest of the District. No such leave will be granted, however, if the employee requesting such leave has available to him/her personal leave pursuant to the provisions of this Article.

4.3 Unauthorized Leave

An employee who is absent without leave authorized by the provisions of this contract or by the District pursuant to its terms shall not be paid for the duration of his/her unauthorized absence and, in addition, shall have deducted from his/her salary an amount equal to one day's pay for each day or part of such absence. Such deduction in respect of a particular absence shall not bar the District from seeking the imposition of disciplinary sanctions for unauthorized absence pursuant to the procedures contained in Education Law, 3020-A.
ARTICLE 5 - RETIREMENT SUPPLEMENT

5.1 An employee scheduled to, and who does, in fact, retire from the District pursuant to the rules and regulations of the New York State Retirement System shall receive, as soon as possible following the date on which said retirement becomes effective, an amount equal to the number of accumulated sick leave days over 100 on the effective date of such retirement if any, times $60 per day, effective June 30, 2006. The District's obligation to make any payment hereunder shall be contingent upon its receipt from the employee of a written letter of resignation for retirement purposes, to be received by the Board not less than five months in advance of the effective date of such retirement, which letter of resignation may be accepted by the Board immediately thereafter, but not effective until the date contained therein. In an emergency or in extenuating circumstances, the Superintendent may reduce the notice requirement hereinafore provided. A teacher who has submitted a letter of resignation, which has been accepted by the Board, may, due to an emergency or extenuating circumstances, request that his/her resignation be withdrawn. The granting of such request is within the sole discretion of the Board. In addition, the notice provision contained herein shall be waived or amended, if necessary, to allow employees to take advantage of any state sponsored early retirement incentives that may be offered in the future.

5.2 An employee who in any year of the term of this Agreement uses no more than the number of days of sick leave earned by the employee for such year pursuant to the provisions of section 4.1(A) specified in the following schedule shall receive, on the last payroll date in July, following the end of the school year, the sum specified, which sum shall be a one-time bonus and shall not be included in the employee's basic annual salary:

<table>
<thead>
<tr>
<th>Days Sick Leave Used</th>
<th>Bonus Payment to Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$500</td>
</tr>
<tr>
<td>1</td>
<td>$400</td>
</tr>
<tr>
<td>2</td>
<td>$300</td>
</tr>
<tr>
<td>3</td>
<td>$200</td>
</tr>
</tbody>
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ARTICLE 6 - SICK LEAVE BANK

6.1 A. Employees electing to participate in such sick leave bank shall contribute two (2) days of their individual sick leave accumulation by executing the Sick Leave Bank Waiver Form annexed hereto as Appendix B. All employees shall be eligible to participate, but employees not electing to participate shall not be eligible to draw from the bank. All employees heretofore or hereafter electing to participate shall continue as participants for the duration of their employment by the District; no such employee shall have any right to the use of sick leave contributed to the sick leave bank except pursuant to this section 6.1. The District will provide a copy of this Article and the Sick Leave
Bank Waiver Form to each employee who first joins District service during the term of this Agreement within two weeks of the employee's first day of actual service.

B. The Bank shall be administered by a committee of four persons, two chosen by the Association and two by the District. Said committee shall develop necessary forms in addition to the Sick Bank Waiver Form and shall act upon withdrawal applications.

C. Withdrawals from the sick leave bank shall be limited to employees who have extended illnesses or injuries and who have first exhausted their accumulated sick leave time. For purposes of this section, the term "extended" shall mean an illness or injury which results in an employee absence of ten school days or longer. Applications for withdrawals from the sick leave bank shall consist of a withdrawal form and a medical doctor's statement, both of which shall be submitted to the sick leave bank committee for approval or disapproval. Withdrawals will, if approved, be retroactive to the later of the first day of the employee's extended illness or the first day following exhaustion by the employee with an extended illness of his/her accumulated sick leave time.

D. No participating employee may draw more than one-third (1/3) of the total days in the sick leave bank except by unanimous agreement of the administering committee.

E. The bank shall be replenished when the original number of contributed days has been decreased by 75 percent but in no event more than once each year. The Association will be notified annually, by September 30, of the number of current employees who have contributed and the total number of days in the sick leave bank.

F. An employee absent on sick leave made available to him or her pursuant to the provisions of this Article shall not earn, accumulate or accrue sick leave credits pursuant to section 4.1(A) during the period of such absence.

G. Employees whose regular daily work schedule is less than a full instructional day shall be eligible to participate in the sick leave bank pursuant to the provisions of this Article. As to any such employee, the term "day" as used in this Article shall mean the number of hours regularly worked by the employee in an instructional day.

H. Employees electing to participate in the sick leave bank must so notify the District in writing within thirty (30) calendar days of the beginning of the school year. New employees will be informed of the sick leave bank; those electing to participate must so notify the District in writing within thirty (30) calendar days of initial employment. Any employee who does not exercise his/her right of election pursuant to the established procedures shall be deemed to have waived that right for that school year.

ARTICLE 7 - EXTENDED LEAVES OF ABSENCE
7.1 A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons, at the sole discretion of the Board. The employee will submit a written request to the Superintendent for such leaves not later than 90 days in advance of the requested commencement date thereof. The Superintendent may waive or reduce this notice requirement in an emergency or extenuating circumstances. A registered or certified letter must be submitted to the Board by March 1 indicating that the employee wishes to return the following September.

7.2 Upon application in writing as hereinafter set forth, an employee who so requests shall be granted a leave without pay for the purpose of raising a natural or adopted child. Such leave shall be for a period of not more than one year, unless mutually agreed upon by the employee and the Superintendent and approved by the Board of Education. If such leave is requested in respect of the anticipated birth of a child, it shall commence at such time prior to, coincident with or following the period of temporary disability relating thereto of the employee requesting such leave as may be mutually agreed upon by that employee and the Superintendent. The Superintendent may require that a period of leave granted pursuant to this section continue until the commencement of the school term next succeeding the date at which such period of leave would otherwise have terminated. Application for leave pursuant to this section shall be made not later than 90 days in advance of the anticipated commencement date of the leave provided, however, that the employee shall make every effort to make such application earlier if possible; the right to use such leave shall be dependent upon the giving of such notice.

Such leave shall be limited to two consecutive years for successive births and/or adoptions. An employee must return to work for at least one year before (s)he will be eligible for such leave again.

7.3(A) A leave of absence without pay of up to one year shall, upon written request therefore, be granted to an employee in the event of an illness of that employee requiring a recovery period which extends beyond the maximum period of paid sick leave available to that employee pursuant to the provisions of Section 4.1(A). Such extended leave of absence shall be granted only upon presentation by the employee to the District of a physician's certificate acceptable to the District setting forth the nature of the employee's illness and its anticipated duration.

B. An employee requesting leave pursuant to this section 7.3(A) shall be limited to a single application therefore in respect of each illness or disability for which such leave is requested, which application must set forth the anticipated duration of any such leave. A leave granted as a consequence of any such application shall not terminate earlier than the time such leave was anticipated to conclude except by agreement of the employee and the Superintendent.

C. A leave of absence without pay for extended illness for a period in excess of one year may be granted by the Board in its sole and unreviewable discretion.
7.4 All benefits to which a tenured teacher was entitled at the time his or her leave commenced, including unused accumulated sick leave, will be restored to such teacher upon the teacher's return, and the teacher will be assigned to the same position which (s)he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. A teacher who returns from leave granted pursuant to the provisions of this Article will be placed on at least the same level of the salary schedule (s)he was on when the leave commenced, except that a teacher having served at least five consecutive months (or one complete semester if shorter in duration than five months) in the school year in which the leave commenced shall be placed on the next higher step of the salary schedule. Employees shall not accrue leave (i.e., sick, personal) during periods of extended unpaid leaves of absence (extended leave to be defined 30 days or more).

7.5 All requests for leave pursuant to this Article shall be in writing and if granted shall be granted in writing.

7.6 No employee on any leave of absence pursuant to the provisions of this Article shall earn or be entitled to use accumulated sick leave, nor shall the District pay group health insurance premiums for such teacher, but the teacher shall be allowed to participate in the District's group health insurance plan at his/her own expense. These leaves of absence do not apply to sabbatical leaves.

7.7 The District may require that any leave granted pursuant to the provisions of this Article continue for a period of at least one school term and conclude coincident with the end of a school term. An employee seeking to return to active District service at the conclusion of a period of leave granted pursuant to this Article shall so advise the District, in writing, not later than 90 days in advance of the employee's anticipated return from such leave; the provisions of section 7.4 shall be applicable only in the event such notice is timely given by the employee.

ARTICLE 8 - SABBATICAL LEAVES

8.1 A teacher may apply in writing for sabbatical leave for approved study, travel, and/or research after having fulfilled the following requirements:

A. Seven years of continuous service in the District.

B. That the teacher is properly certified at the time of application pursuant to section 8.2.

C. That the written application sets forth a definite plan for study, travel, and/or research for the duration of the sabbatical leave applied for.

D. That the teacher sign a contract with the District if the leave is granted, which contract would specify the following:

(1) The length of the sabbatical leave.
(2) The amount of sabbatical payment.

(3) The requirement that the teacher will return to the District for one full year immediately following the sabbatical leave or in lieu thereof that he/she will return the sabbatical stipend in the contract.

(4) The guarantee by the District of employment of the teacher provided the teacher has met the conditions specified in the contract.

(5) Salary payments to a teacher on sabbatical leave will be made on regularly scheduled dates through arrangements made by the teacher.

8.2 A teacher who wishes to apply for a sabbatical leave and who meets the requirements set forth in section 8.1 shall submit his/her application for such leave in writing to the Superintendent on or before February 15 of the school year preceding that to which the application for sabbatical leave refers. All properly submitted applications for sabbatical leave shall be reviewed by Teacher Specialists and a recommendation made to the Superintendent. The Superintendent shall consider all properly submitted applications for sabbatical leave and transmit his/her recommendations with respect thereto to the Board of Education and the applicant.

8.3 The Board, if a sabbatical leave is granted, shall reimburse a teacher for such leave at the following rates:

8.4 A. Half-year sabbatical -- Full pay

B. Full-year sabbatical -- Three-quarters pay

8.4 No more than four of the full-time teaching staff may receive sabbatical leaves in one year.

8.5 In the event that the Board grants an application for sabbatical leave and that leave is taken following execution and pursuant to the terms of the contract described in section 8.1(D), the District may in its discretion waive the requirements set forth in section 8.1(D) (3) at the termination of the sabbatical leave.

8.6 Teachers returning after sabbatical leave shall not suffer any loss of benefits acquired or accumulated prior to taking leave.

8.7 Time spent on sabbatical leave shall be recognized on the salary schedule as equivalent to time spent in teaching in the District.

8.8 The Board upon reviewing the complete application for sabbatical leave submitted by the teacher may, in its sole discretion, determine whether the sabbatical leave is to be granted or denied.
ARTICLE 9 - EMPLOYEE-ADMINISTRATION LIAISON

9.1 To promote communication and understanding of school problems by employees and administrators, the following standing committee will be established: Liaison.

A. Liaison Committee -- The Association’s committee consisting of not more than four (4) members shall meet with the Superintendent and such others as (s)he may designate, on an as-needed basis, but not more frequently than once per month unless mutually agreed upon, to assist the District in formulating a school calendar and to review and discuss current school problems and practice and the administration of this Agreement. Any problems are to be brought to the attention of the immediate supervisor before being brought to the Liaison Committee. If either the employees or the Superintendent feel that a member of the Board should be present at a given meeting, the Board will be notified of the need of at least one (1) Board representative. The Board member(s) will be present at the next liaison meeting. Both the District and the Association committee may use other persons at any time in a consultant capacity at these meetings. Either party may request that a liaison meeting be scheduled.

(1) Agendas for the Liaison Committee Meeting will be exchanged by the Superintendent and the Association’s committee at least by the Friday preceding the meeting.

(2) A copy of the official agenda of each Board meeting will be given to the Chairman of the Liaison Committee prior to each Board meeting.

B. The Superintendent will be responsible for selecting members of the Liaison Committee to represent the Administration.

C. The Association President shall be responsible for selecting the members of the Liaison Committee to represent the Association.

D. The Liaison Committee will report its findings in writing to the Executive Committee of the Association at the same time reports are submitted to other parties.

ARTICLE 10 - ASSOCIATION RIGHTS

10.1 The Association will have the right to reasonable use of school buildings, facilities and equipment for Association meetings and for the purpose of disseminating information related to Association business, without cost, except as provided below. The Principal will be notified in advance of the time and place of all meetings. Such meetings will not interfere with the school program. "Reasonable" use
of school copy machines shall entitle the Association to make a maximum of 15,000 copies per year, free of charge. Thereafter, the Association will be charged 2 cents per copy.

10.2(A) Regular monthly meetings of the Association, except in cases of emergency, will be held on the first Monday of each month that school is in session and will be included in the school calendar of events.

(B) The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the mail service (exclusive of postage) and teacher mailboxes for communications to teachers. Announcements of meetings may be listed in school activity bulletins and the public address system may be used for announcing the date, time and place of the meeting within the current or present practice. The Association will be entitled to access to the District's e-mail system.

10.3 Association Days

A. A maximum of ten (10) days per school year, including those days for the Association's state-wide union affiliate Representative Assembly, shall be allowed the Association for conducting business affairs that affect the welfare of its members. The President of the Association shall notify the Superintendent in advance of each time that these days shall be taken. The substitute's per diem salary for any days used under this section shall be reimbursed to the District by the Association, which shall also be responsible for any expenses incurred in connection with such use. The teacher's salary shall be paid by the District. It is understood that leave granted for attendance at the convention of the New York State Teacher's Retirement System shall not be charged as Association days.

B. The President and/or a person designated by the President will be granted release time for the conduct of Association business, not to exceed one-half hour per day, either before the student instructional day begins or after the student instructional day ends. Such release time shall be subject to notice to the building principal and the availability of a replacement to perform any assigned duties of such person or persons during that period.

C. The President of the Association shall be relieved of two (2) non-instructional assignments per instructional day for the conduct of Association business. If the President of the Association is an elementary teacher, the Superintendent and the President shall negotiate release time.

10.4 The Superintendent shall provide the Association President with copies of the Board agendas and minutes when available, copies of formal changes in Board policy when adopted, vacancy notices, and notices of changes from Teachers' Retirement System ("TRS") received by the District from TRS. It is expressly agreed that the failure of the Superintendent to provide copies of the above referenced documents will not be grievable, unless such failure is willful and continues after requests from the Association
to the Superintendent to provide such documents. In any event, a grievance brought in
regard to this section will not be arbitrable, pursuant to Level 4 of the grievance
procedure.

ARTICLE 11 - TEACHER EVALUATION

11.1(A) Classroom observations will be used to assess the competency of
each teacher and to provide recommendations for the improvement of instruction.

B. Teachers shall receive the following observations each school year:

(1) each probationary teacher shall receive three (3) classroom observations
during his/her first complete year of employment and two (2) classroom observations
during the second and third years of continued service. A new teacher to the District who
has previously received tenure in the same tenure area in another public school in New
York, shall receive two (2) classroom observations during each year of probationary
service. For probationary teachers who work less than one semester, but at least two
months, the number of required observations shall be reduced to two (2) for first year
probationary teachers and one (1) for second and third year probationary teachers. There
shall be no required observations for teachers who work two (2) months or less during
any school year.

(2) Each tenured teacher shall receive one (1) classroom observation during
each completed school year; or

(3) each tenured teacher may, with the approval of his/her immediate
supervisor, elect to participate in a Professional Growth Plan ("PGP"). A brief PGP plan
will be submitted by the teacher for review by their immediate supervisor. After review,
the supervisor shall return the plan to the teacher with his/her comments, clarifications,
revisions and/or expectations. At that point, the teacher will decide whether to go
forward with the PGP plan or choose the observation set forth in (2) above.

(4) Nothing contained herein shall preclude the District from conducting
additional classroom observations of any teacher (i.e., more than three (3) for first year
probationary teachers, more than two (2) for second and third year probationary teachers
and more than one (1) for tenured teachers) or from conducting classroom observations
for those teachers who are participating in a PGP. Discussion, examples and
reinforcement of a model PGP will be presented yearly at each school’s first meeting or
on the opening day of school.

(5) Annual Professional performance review shall be completed on the
Teacher Evaluation Form by March 30 for probationary teachers and by June 1 for
tenured teachers. For each teacher participating in a PGP, an annual professional
performance review shall be made part of such plan. Upon completion of the annual
professional performance review and prior to its placement in the teacher's permanent
file, a conference will be held with the teacher. The Teacher Evaluation Form will be
discussed with the teacher in the conference and the teacher will receive a personal copy
of the completed form. The teacher will also have an opportunity to add or attach his/her comments to the form prior to placement in the teacher's permanent file.

C. For probationary teachers, their three (3) required observations (or two (2) for second and third year teachers) will be scheduled on the observation list presented to the teachers by the District each September, in a proportionate manner (i.e. one in the fall, winter, spring or one in each semester, as applicable to first, second or third year teachers), and will be conducted at intervals of at least ten (10) school days. The ten (10) school days count would commence after the post observation conference. However, the District has the right to conduct additional teacher observations (other than the three (3) or two (2) required observations) at any interval it deems necessary. A teacher may request and receive additional observation(s) throughout the course of the year from any administrator.

D. All monitoring or observation of the work and performance of a teacher will be conducted openly, with full knowledge of the teacher. The use of public address or audio systems and similar surveillance devices shall not be used for this purpose.

E. At the time the meeting to discuss the observation is scheduled, the teacher may request that the Record of Classroom Observation not be completed and signed by the administrator until after the post observation conference. If the teacher requests that the evaluation form be prepared prior to the meeting, (s)he can request a draft be delivered on the day prior to the meeting. The teachers will receive a copy of the Record of Classroom Observation Form and will have an opportunity to add or attach his/her comments to the form prior to placement in the teacher’s permanent file. Meetings pursuant to this section, if any, will take place within ten (10) school days from the date of the request for such meeting.

F. Appendix C -- An ad-hoc committee shall be formed to discuss and create a new evaluation form. Such committee shall also review the PGP procedures.

G. Teachers should be informed as to the points upon which they will be evaluated in the evaluation procedure.

H. Annually appointed part-time teachers shall receive at least two (2) classroom observations during each full year of service to the District.

ARTICLE 12 - EMPLOYEE PROTECTION

12.1 Employees will report all cases of accident or physical assault sustained by them in connection with their normal teaching duties to their Principal or immediate supervisor in writing as soon as possible after the accident or physical assault occurs.

12.2 Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring
in the course of his/her normal teaching duties, and receives Workers' Compensation payments in respect of such disability, the employee shall receive his or her full salary for the duration of his/her absence resulting there from, less any benefits received by the employee from Workers' Compensation in respect of such accident or injury and resulting disability. Such salary payments shall commence only upon exhaustion of available leave credits and may extend for up to one year.

Notwithstanding any exhaustion of available leave credits and the benefits of the above paragraph, a teacher who is a member of the sick leave bank, absent as a result of injuries sustained in a work-related accident or student assault shall have credited to his sick leave accrual the difference in the number of sick days provided as a consequence of payments by Workers' Compensation to the District and converted into sick days for the teacher, and the number of sick days utilized by the teacher as a direct consequence of said injury, up to a maximum of 50 days. Said days shall be provided by the sick leave bank.

12.3 Employees will be reimbursed for any financial loss resulting from damage to or destruction of their personal property caused by a pupil as a result of or in the performance of duties within the scope of their employment by the District. The District's liability to provide reimbursement to any employee pursuant to the provisions hereof shall, however, be limited to the amount actually received by the District from its liability insurance carrier upon its claim in respect of the property damaged or destroyed. The District agrees that it will maintain in force such insurance coverage in respect of such claims as is provided in its present policy of liability insurance, a copy of which the Association acknowledges heretofore to have been provided it by the District.

12.4(A) No teacher will be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause, in accordance with the law. The Board and the Association agree that a teacher may, as a result of his/her failure to assume his/her responsibilities in a competent and effective fashion within the scope of his/her employment, be subject to such disciplinary action as listed above. The above, as far as discharge is concerned, does not apply to non-tenured teachers and they shall, as to discharge, be treated in accordance with the law. Reprimand or discipline of teachers for conditions involved in performance of their teaching duties will be conducted in private by the appropriate supervisor. Teachers will demonstrate similar professional courtesy to administrators by relating problems or difficulties in private.

B. If a probationary teacher who is not recommended for tenure by the administration requests the reasons for such denial, such reasons, if requested, shall be given him orally.

C. Work environment.

1. Employees are entitled to a workplace that is free of harassment, intimidation and fear. Consistent with the collective bargaining agreement and state law, administrative decisions will be made based upon what is best for the educational
program. Actions with regard to issues such as transfers, work assignments, leave approvals, employee evaluations, discipline, etc., will not be used as a way to harass or intimidate employees.

2. Reprimand or discipline of employees for conditions involved in the performance of their duties will be conducted in private by the appropriate supervisor. Employees will demonstrate similar professional courtesy to administrators by relating problems or difficulties in private.

3. In the event that an employee has reason to believe that this section has been violated, a harassment complaint form (Appendix I) shall be completed and delivered to the Superintendent of Schools. Thereafter, a meeting between the Association, the employee and the Superintendent or his/her designee, shall be scheduled within ten (10) working days to discuss the problem.

4. This article (12.4C) shall not be subject to the grievance procedure.

ARTICLE 13 - SCHOOL SCHEDULE

13.1 Elementary School Periods (Grades K-6)

A. Elementary school teachers shall have a duty-free lunch period as long as the normal student lunch period, but not less than 35 minutes.

B. In addition to their lunch period, all elementary teachers shall have a minimum of 30 minutes of preparation/planning time per day, free from any assignment. Duty free time shall average 40 minutes per day when calculated over a ten (10) school day cycle. This may be during the period a special teacher is in charge.

C. When a 'special teacher' is in charge of an elementary school teacher's class, the elementary teacher may leave the classroom unless requested to stay by the special teacher when the teacher's presence in the classroom is professionally necessary. For the purpose of this section, "special teachers" are defined as music, art, physical education and library. Such discretion may not be exercised as means of depriving the elementary teacher of benefits otherwise available pursuant to the terms of this Article.

Elementary teachers may leave the classroom while a computer teacher is in charge with the express permission of the computer teacher, but teachers shall be present and in no event shall a teacher be granted permission to leave at the beginning and/or end of such class.

13.2 Elementary special teachers (music, art, physical education, library and computers) may be assigned up to an average of seven (7) class periods per day totaling not more than 240 minutes per day, additional supervisory responsibilities as required, not to the exclusion of one unassigned period and one uninterrupted lunch period not less than 30 minutes.
13.3 Middle and Secondary school teachers, excluding pupil personnel staff, shall:

1. have a duty free lunch period as long as the normal student lunch period, but not less than 30 minutes.

2. not be assigned, except by mutual consent, more than the equivalent of five (5) student instructional full courses per week, exclusive of homeroom supervision and at least one supervisory assignment where no extra preparation is necessary, no grade is required and no formal assessment of students is due. Such supervisory assignments include, but are not limited to hall supervision, cafeteria supervision, study hall and other non-credit bearing activities with students such as extra-help, enrichment and/or extension, small group tutorials.

"Mutual consent" to exceed the limitation of instructional courses shall be obtained in accordance with the following procedure:

a. The Principal shall notify the desired teacher and arrange a consulting meeting with the following two (2) participants: the teacher and a designated Association representative. The teacher and/or the Association representative may notify and invite a department representative, who may also attend the meeting. The teacher and the Association will make every effort to expedite this process. The Association will be responsible for notifying the Superintendent and the building principals of the Association's designated representative.

b. Any agreement to exceed the limitation of instructional courses shall be noted in writing and signed by the volunteering teacher, the Association representative and the Principal.

c. Any such agreement shall only be valid for one (1) academic year, with the understanding that efforts will be made to rectify the situation.

(3) have the equivalent of at least one course preparation/planning period per day free from any assignment, the duration of which periods shall aggregate not less than 200 minutes per week.

(4) whenever possible, shall not be required to prepare for teaching more than four different subjects within any one day.

(5) in addition, secondary physical education teachers shall be assigned to supervise students involved in school athletics, after the regular student release time and before the start of sports' practices or programs (currently 2:15 to 3:00, but subject to change) on a rotating basis, in the cafeteria. This assignment shall be in lieu of the non-class time required by Article 22.1(E). Should the number of student athletes in the cafeteria exceed 30, an additional secondary physical education teacher, teacher assistant or administrator shall be assigned in the supervision. In any case, secondary physical education teachers shall not be assigned this duty more than three (3) days per week.
13.4 Flex Schedule

A. Prior to the commencement of each school year, the District will post "openings" for one-year assignments on a "flexible" schedule, providing for a different start and end time to the teacher's workday, as compared to other members of the building staff. Such assignments shall be posted in each faculty room at least ten (10) days prior to being filled, when possible. If the assignment becomes available during the summer, the THFA president will be notified of the assignment at least ten (10) days prior to it being filled. A teacher may apply for any such posted assignment(s), which are within his/her current tenure area. Flex schedules shall not exceed the workday duration requirements of Article 22.1(A).

B. Consideration will be given to the applicant(s) based on their qualifications for the assignment, for the best interest of the students, with the final decision on assignment determined by the Superintendent of Schools.

13.5 Academic Intervention Services

a. The District, in cooperation with the Association, shall finalize and implement an AIS plan by April 13, 2006, inclusive of the forms contained in the plan. Teachers will provide appropriate planning, instruction assessment and evaluation during their AIS period. There will be no formal observation for teacher evaluation purposes for the 2005-06 school year for any 6th assignment AIS class(es). The District will begin to create alternative schedules to better accommodate the 2006-07 AIS needs of the students.

b. Effective for the 2006-07 school year and beyond:

(1) Secondary (7-12)

(i) The District will implement change in staffing to better accommodate the 2006-07 AIS needs of the students.

(ii) AIS will be provided as an instructional class. If all other possibilities have been exhausted, teachers may be assigned a 6th instructional class for the purpose of providing AIS, subject to the procedure set forth below. The phrase "all other possibilities" includes, but is not limited to, the following alternatives which meet the students' needs and coincide and fit in with the rest of the students' schedule: revised scheduling, co-teaching, AIS computer lab and summer school.

(iii) If it appears that such a 6th assignment is necessary, the District will request that qualified volunteers submit a letter of interest to their principal requesting consideration for appointment to the AIS class. The District will seek to appoint from that pool of
volunteers. Consideration will be given to the applicant(s) based upon their qualifications for the assignment, for the best interest of the students, with the final decision on assignment determined by the Superintendent of Schools. However, if the District chooses not to appoint all of those who volunteered, and AIS assignments are still needed, then the District will approach each qualified veteran teacher from a reverse seniority list (most to least senior). Each such teacher will have refusal rights to the 6th class of AIS. If AIS assignments still remain after this process, then the District has the right to assign qualified teachers to a 6th AIS class using a seniority list of teachers beginning with the least senior teacher. The list will rotate up the seniority list from year to year, where possible.

(iv) Teachers in their first three (3) years of teaching will not be assigned a 6th period of AIS, except with the express consent of the teacher.

(v) With the consent of the teacher, AIS may be assigned by the District before or after the contractual school day.

(vi) Teachers shall be paid for each day that the teacher actually teaches a full, 6th period AIS class, or when the teacher is scheduled to teach before or after school, as assigned, for a time equivalent to a full period. No more than nine (9) students will be assigned to any 6th period AIS class.

(vii) Teachers may be formally observed and evaluated during this 6th class assignment.

(2) Elementary (K-6)

(i) The District will implement changes in staffing to better accommodate the 2006-07 AIS needs of the students.

(ii) Effective 2006-07: “Direct supplemental academic instruction” will be provided by compensatory teachers, where practical, or the classroom teacher during recess duty or other available time. All “high and moderate needs” students will be serviced by compensatory education teachers. “Low needs” students who require direct supplementary academic instruction will be serviced either by compensatory education teachers or by classroom teachers.

(iii) Classroom teachers may be assigned during recess duty to provide AIS services to students in their own class. If the District finds the need for an AIS class made up of students from two or
more different classes, then, it will seek volunteers to teach such class. The District will request that qualified volunteers submit a letter of interest to their principal requesting consideration for appointment to the AIS class. The District will seek to appoint from that pool of volunteers. Consideration will be given to the applicant(s) based upon their qualifications for the assignment, in the best interests of the students, with the final decision on assignment determined by the Superintendent of Schools. However, if the District chooses not to appoint all of those who volunteered, and AIS assignments are still needed, then the District will approach each qualified veteran teacher from a reverse seniority list (most to least senior). Each such teacher will have refusal rights to the additional class of AIS. If AIS assignments still remain after this process, then the District has the right to assign qualified teachers to the additional AIS class using a seniority list of teachers beginning with the least senior teacher. The list will rotate up the seniority list from year to year, where possible. No more than nine (9) students will be assigned to an AIS class that is scheduled during recess or before or after school, without the consent of the teacher.

(iv) With the consent of the teacher, AIS may be assigned by the District before or after the contractual school day.

(v) Teachers in their first three (3) years of teaching, will not be assigned a 6th period of AIS, except with the express consent of the teacher.

(vi) Where a classroom teacher is assigned to provide AIS during their recess duty, other available time or before or after school, the District will pay them per full class period, consistent with the secondary class period schedule, or on a pro-rated basis, for less than a full period.

c. All additional (i.e., 6th period, before/after school, recess duty) voluntary or assigned AIS instruction shall be valid for not more than one (1) academic year. Schedules will be made annually.

d. Teachers assigned to provide AIS as a 6th period, before or after school or during recess duty will be paid the following rates in the following years:

2006-07 - $25 for time equivalent to a single secondary period (approximately 40-45 minutes)

2007-08 - $26 for time equivalent to a single secondary period (approximately 40-45 minutes)
***The Association hereby withdraws, with prejudice, the grievance and arbitration regarding the provision of AIS and will notify AAA of such withdrawal.

ARTICLE 14 - EMPLOYEE RIGHTS

14.1 Facilities. The District will provide and maintain:

A. An employee work area containing an electric typewriter or computer to aid in the preparation of instructional materials. Teachers shall be guaranteed reasonable access to a copy machine for school purposes. If either the typewriter, computer or copier is not working, the Association shall notify the District and give it reasonable time for repair or replacement of such equipment.

B. An appropriately furnished room to be reserved for the use of the professional staff as a faculty lounge and/or workroom; teachers are to be responsible for the general housekeeping of this room other than the normal custodial cleaning;

C. A separate dining area for the use of the employees.

D. An air conditioning unit in the faculty main lounge of each school. If any air conditioning unit is not working, the Association shall notify the District and give it reasonable time for repair or replacement of such unit.

E. Smoking. The parties agree that all school property is "smoke free" and that smoking is prohibited on school property by employees.

14.2 Transportation of Pupils. Employees shall not be required to transport pupils in their private vehicles as part of their regular duties.

14.3 No Retaliation. There shall be no reprisals of any kind taken by the District against any employee by reason of his/her membership in the Association or participation in its legal activities.

14.4 Projected Employment Status. Not later than May 1st, probationary teachers will be informed in writing of the District's then intention to terminate the teacher's employment or to re-hire the teacher for the following school year. The teacher within ten (10) days after receiving notice of the intent to re-hire, provided for above, shall notify the Superintendent in writing as to whether or not (s)he intends to return to employment with the District for the following year. Requests from employees for verification of employment forms shall be handled expeditiously.

14.5 Teachers will have the right, upon request, to review the contents of their official personnel file in the presence of an Administrator or Administrative Assistant and to make copies of any documents in it. A teacher will be entitled to have a representative of the Association accompany him during such review. These files will be kept confidential and maintained by the school administration.
14.6 Effective January 1, 1996, except as provided herein no substantive
documents relating to a teacher's position with the District shall be placed in his/her
official personnel file unless the teacher has had an opportunity to review the material.
The Teacher will acknowledge that (s)he has had an opportunity to review such material
by affixing his/her signature to the copy to be filed with the express understanding that
such signature in no way indicates agreement with the contents thereof. The teacher will
also have the right to submit a written answer to such material and his/her answer shall
be reviewed and signed (indicating only such review) by the Superintendent and attached
to the file copy. Documents dated or prepared more than ninety (90) days past shall not
be placed in a teacher's personnel file without such teacher's approval. This provision
shall not apply to ministerial, record keeping or informational documents or courtesy
correspondence including, but not limited to, documents, memos, notices or letter relating
to appointments; payroll; retirement; insurance; scheduling, assignments or programs;
letters of appreciation or commendation; grievance responses; approvals or disapproval's
of requests for leave; sabbatical, sick, personal, temporary, extended or other leaves of
absence; graduate, in-service or other credits; retirement acceptance or rejection; sick
leave bank; general grade, department, building or district wide information; and any
other document unrelated to a teacher's position with the District or on which the District
does not reasonably believe a signature is necessary.

14.7 Only material in the teacher's official personnel file may be used in
disseminating information about the teacher. In the event the District takes disciplinary
action against a teacher, the teacher will have prior access to all documentary evidence in
the custody of the District which is to be used in such action.

14.8 A teacher may request a particular document be removed from that
teacher’s personnel file, if the document is more than six (6) years old and if the teacher
believes that neither the District nor the teacher will find that document useful in the
future. The teacher is to reduce to writing the request, detailing the specific document,
and request the Superintendent review and remove the specific document. The
Superintendent, in his/her sole and non-reviewable discretion, may grant or deny such a
request. The teacher will be notified, within thirty (30) school days, whether or not that
request is granted. No reason need be supplied by the Superintendent.

14.9 If a teacher is assigned to a position requiring transportation between
District buildings, the District will reimburse the teacher for such travel at the rate set by
the Board of Education at its annual meeting.

14.10 Any teacher whose services are to be terminated or reduced due to the
abolition of a position and a reduction in force shall be given notice at least thirty (30)
days prior to the effective date of such termination or reduction.

ARTICLE 15 - PROMOTIONAL POSITIONS

15.1(A) Notice of all vacancies and promotional positions, as defined in Section
15.2 of this Article, setting forth a description of and the qualifications for the position,
including the duties and salary, shall be posted in each faculty room at least ten (10) days prior to being filled, when possible.

Any teacher may request notice of vacancies, which occur during July or August. Copies of posted vacancies will be sent to any teacher who notifies the District of his/her interest in a particular position and who provides a self-addressed stamped envelope. Requests must be specific as to the position(s) desired. Any failure of the District to comply with such request will not be subject to the Grievance procedures of Article 3 of this agreement.

B. When school is in session, such notice shall be posted as far in advance as practicable. Whenever possible, such notification should be made not less than one (1) week before such date of selection of a candidate.

C. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her designated administrator within the time limit specified in the notice. No choice shall be designated until after the posted deadline date.

D. Teachers who desire to apply for a promotional position which may be filled during the summer vacation period shall submit their names to the Superintendent, together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation. The administration will send such notice as far in advance as possible. Whenever possible, such notification should be made not less than one (1) week before such date of selection of a candidate. The Superintendent shall post a list of promotional positions to be filled during the summer vacation period on the bulletin boards of each school building of the District.

15.2 "Promotional Positions" are defined as positions not on the basic salary schedule for teachers and/or positions on the administrator-supervisory level, including but not limited to positions as supervisor, director, principal, assistant principal, department head, counselor, teacher specialist, and psychologist.

15.3 All appointments to the aforesaid vacancies and openings shall be made upon the recommendation of the Superintendent and based on qualifications, experience and leadership qualities. They shall be made without regard to sex, race, creed and color, and are not limited to then present employees of the District.

15.4 Each applicant for such a position who is not selected, will receive, upon request, an oral explanation from the Superintendent as to why he/she did not receive the promotion.

ARTICLE 16 - INSURANCE

16.1A. The District will provide health insurance for employees under a Preferred Provider Option ("PPO") health insurance plan as the "base plan". Such coverage shall include a rider for drug and alcohol rehabilitation counseling and, effective July 1, 2006,
a mental health rider. Bargaining unit members shall also be eligible to participate in the current indemnity plan, for so long as it remains available.

B.1. The District will pay 90% of the cost of health insurance for individual, two-person and family coverage under the PPO. Employees will pay the remaining 10% of the cost of the PPO.

B.2. Effective thirty (30) days from ratification of this agreement*, or later if necessary, due to the inability of the insurance carrier to hold open enrollment, teachers will begin to pay the following toward the cost of the indemnity plan:

2006-07 and thereafter 100% of the difference between the District's contribution toward the cost of the PPO and the cost of the indemnity plan.

16.2 Following State Health Insurance Procedures new employees hired for September 1 may be eligible for health insurance at their own expense for the period July 1 - August 31 of the contracted year.

A. Employees that wish to be covered for July and August must sign a statement the month prior to which they wish coverage. Full premium (both District and employee) must be paid to the business office before or during each month of coverage.

B. Employees may become covered on September 1 by signing a statement prior to September 1. During September, two months' premiums would be deducted from their wages. (All Health Insurance must be paid up one (1) month in advance.)

16.3 Employees leaving the system -- effective date of termination of coverage shall be the last day of the next month following the date of leaving.

16.4 Eligible employees may participate in a "Tax Sheltered Annuities" program. The employee must notify the business office in writing of his/her intention to participate, including the amount to be deducted each payday, to whom the amount should be forwarded, and all other necessary information to implement participation.

16.5 The District will provide dental insurance for employees under the Dental Care Program of the Blue Shield of Northeastern New York or a comparable or better successor plan or program.

A. The District will pay 90% of the cost of individual, two person, or family dental plan for employees. An employee subscribing to such coverage will pay the balance of such coverage.

B. The District shall provide an Orthodontia and Prosthetics Dental Rider. All bargaining unit members will be required to participate and the cost shall be borne 100% by the bargaining unit members.
16.6 Health Insurance Buy-Out

A. The amount of money available for each "eligible employee" as defined below, who waives coverage under the District sponsored health insurance plan for any school year shall be:

- Individual - $750.00
- Two Person - $1,000.00
- Family - $1,500.00

B. Any "eligible employee" as defined below who waives coverage under the District sponsored health insurance plan for any school year shall receive the following payment:

- Individual - $500.00
- Two Person - $750.00
- Family - $1,000.00

C. The difference between the amount of money available for each eligible employee who waives coverage under the District sponsored health insurance plan and the amount each eligible employee actually receives (i.e. $250.00 for individual, $250.00 for two person and $500.00 for family) shall be placed in a pool. This pool of money shall be divided equally and distributed to all employees on the District's payroll who are participating in the District sponsored Dental Plan on May 1st of any school year when such a pool exists.

D. "Eligible employee" is defined as:

1. Except as limited in "E" below, any employee who was hired by the District and was participating in the District sponsored health insurance plan as of June 30, 1995.

2. Except as limited in "E" below, any employee who was hired after June 30, 1995 and who waives coverage under District health plan.

E. "Eligible employee" shall not include:

1. Any employee employed before June 30, 1995, who was not participating in the District sponsored health insurance plan or was not the named policyholder under the District sponsored health insurance plan as of June 30, 1995. It is agreed by the parties that there are 19 such employees.

2. In regard to any employee who is married to another District employee and the couple receives one family plan or one two-person plan through the District, the employee who is not the named policy holder will not be eligible for the buy out.
3. Although the employees referred to in "1" and "2" above are not eligible for the buy out as set forth in "A" and "B" above, these employees are eligible to receive an annual payment of $300.00 for any year that they are not participating. Such payment shall only be due and owing these employees if the District realizes twice the amount in savings from the health insurance buy out than it costs to make such payment. For example, if there are twenty (20) non-participating employees, the District would have to realize $12,000.00 in savings from the buy out ($20 x $300.00 = $6,000.00 x 2 = $12,000.00) before payment would be made.

4. In regard to employees who are married to other District employees who can be covered by two individual health insurance plans, one cannot "waive coverage" and receive the buy out while the other enrolls in a two person health plan, nor will either such employee be eligible for the $300.00 payment as set forth in "3" above. (Note: The parties agree that any married couples who both receive individual health insurance coverage at the time of the execution of this agreement, shall be eligible for this $300.00 payment, but that it shall not apply in the future to any similarly situated employees).

5. If any of the 19 non-participating employees as agreed upon herein or any other employee who is or becomes ineligible for insurance, subsequently needs to participate in or becomes eligible to participate in the District plan due to the death, divorce, loss of coverage (not to include voluntary waiver of other insurance) of the employee's spouse under whose insurance the employee was previously covered, or other reason mutually agreed upon by the District and the Association, (s)he will be eligible for the full buy out as provided in sections "A" and "B" above if (s)he subsequently waives health insurance. Proof of the reason that insurance is needed must be provided by the employee. If such persons are eligible and elect to participate in the District plan for any other reason than those listed above, then such persons shall only be eligible for the $300 payment and not the full buy out, if they subsequently become non-participating again.

F. Eligible employees who wish to waive health insurance coverage in order to receive this buy-out each year inform the School Business Officer, in writing, before June 1 of his/her desire to waive coverage effective July 1.

G. At the time an eligible employee gives notice of his/her desire to waive coverage, (s)he must also submit proof of alternate health insurance coverage. An employee who has waived coverage may, due to a change of circumstances resulting in a loss of alternate coverage, opt back into the District's health plan. The times and procedures for opting back in shall be governed by the rules and regulations of the District's insurance carrier.

H. All payments required under this Article will be made in one lump sum, less any required deductions, in a separate check in May of each year.

I. Effective March 1, 2006, the IRS 125 plan shall be available for the purposes of making the required employee premium contributions and for the purpose of child care and non-reimbursed medical costs, provided that bargaining unit members who...
wish to take advantage of these benefits will be required to deposit the following minimum amounts each year:

- $250.00 for individual coverage
- $350.00 for two-person coverage
- $450.00 for family coverage
- $80.00 for the remainder of 2005-06
- $115.00 for the remainder of 2005-06
- $150.00 for the remainder of 2005-06

ARTICLE 17 - SALARY PROVISIONS

17.1A Salary Schedules

a. Salary Schedules shall be increased by mutual agreement, using the following percentage to create a pool of money to distribute, inclusive of increment:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>03-04</td>
<td>4%, inclusive of .5 from prior AIS agreement*</td>
</tr>
<tr>
<td>04-05</td>
<td>4%*</td>
</tr>
<tr>
<td>05-06</td>
<td>4.5%*</td>
</tr>
<tr>
<td>06-07</td>
<td>4.5%</td>
</tr>
<tr>
<td>07-08</td>
<td>4%</td>
</tr>
</tbody>
</table>

*Retroactive pay will be made only to those teachers who were employed as teachers during the 2003-04, 2004-05 and 2005-06 school years. Notification to any such teachers currently not on staff will be the responsibility of the Association, with the understanding that any request for retroactive payments must be, in writing, by the teacher and received by the District no later than April 15, 2006.

A. Salary schedules for Nurses and other similar health related employees are hereby adopted, a copy of which is attached hereto as Appendix F.

B. The District will provide general notice to teachers of changes in their paychecks at the time the changes are made. Such notice will apply only to issues that affect all teachers and will not include individual changes in teacher paychecks (i.e. for additional credits, changes in numbers of dependents, etc.).

17.2 Coaching and Extra Duty Pay

A. The coaching and extra-duty schedules (Appendix G) are hereby amended to increase the base amount as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>2003-2004</td>
<td>$31,067.00</td>
</tr>
<tr>
<td>2004-2005</td>
<td>$31,067.00</td>
</tr>
<tr>
<td>2005-2006</td>
<td>$31,844.00</td>
</tr>
<tr>
<td>2006-2007</td>
<td>$32,640.00</td>
</tr>
<tr>
<td>2007-2008</td>
<td>$33,293.00</td>
</tr>
</tbody>
</table>

Intramural coaching positions shall be compensated at the rate of $15.00 per hour to a maximum of $270.00. Teachers will be provided the opportunity to submit proposals for intramural teams at the beginning of each season.
B. Compensation required to be paid to any employee pursuant to section 17.2(A) shall be paid over the course of the activity to which the compensation relates pursuant to the procedure agreed upon by the District and the Association on October 20, 1982; provided, however, that in the event such compensation relates to an activity within the area of supervision of the District's Athletic Director, the last installment of the compensation otherwise payable pursuant to the provisions of section 17.2 (A) shall not be due the employee until the Athletic Director has certified that the employee has completed all of his/her assigned responsibilities in respect of the activity to which the compensation relates.

C. The District shall reimburse the cost of tuition for First Aid, Principles and Philosophies of Coaching and Coaching (sport) courses to those coaches who have secured the prior approval of the Superintendent. Reimbursement shall be 50 percent of the tuition cost after completion of one year of coaching and an additional 50 percent after completion of the second year of coaching.

D. Employees who serve as basketball and soccer timers shall be compensated at the rate of $15.00 per game at which they so serve. Employees who serve as ticket sellers at District functions shall be compensated at the rate of $15.00 per function at which they so serve. Employees who serve as chaperones shall be compensated at the rate of $10.00 per hour served by them as such; no employee shall receive compensation as a chaperone of less than $20.00 for any event at which (s)he serves as chaperone, nor shall such compensation exceed four (4) hours unless authorized by an administrator.

E. Each employee serving as Driver Education Instructor shall be compensated at the rate of $19.00 for each hour served as such. Except as hereinafter set forth, compensation at such rate shall be contingent upon service by the employee as Driver Education Instructor for the full period of such assignment (the "assignment period"), the duration of which shall be agreed to in advance in writing by the District and the employee. In the event that an employee serving as Driver Education Instructor and compensated at such rate terminates his/her service prior to the end of the assignment period for any reason other than the employee's physical or mental disability or such other reason as the Superintendent determines to be appropriate, the employee shall be deemed to have been entitled to compensation for such service at the rate of two-thirds (2/3) of the hourly rate hereinabove provided for the duration of his/her service during the assignment period; the District may recoup any amounts paid to the employee at a rate in excess of two-thirds of the hourly rate hereinabove provided by withholding the same from the salary otherwise payable to the employee pursuant to the provisions of this Agreement.

F. Each employee serving as a tutor shall be compensated at the rate of $15.00 per hour for each hour served as such.

G. Increase all amounts by 2.5% for the 2005-06 school year, 2.5% for the 2006-07 school year and by 2% for the 2007-08 school year only.
17.3 Additional approved study, professional development, and professional improvement.

A. All teachers holding provisional certifications shall secure an average of six units of approved graduate credit within their teaching area per year until permanent certification has been obtained.

B. Teachers must receive the prior written approval of the Superintendent for all graduate or undergraduate courses or in-service courses. Graduate or undergraduate courses must be taken at an accredited institution and the courses must be acceptable to the New State Education Department.

C. Compensation:

(1) Graduate Hours: The payment for graduate hours is $40.00 per credit hour.

(2) In-Service Courses:

a. All in-service courses must be approved by the Superintendent or his/her designee, prior to enrollment. As part of the approval process for such programs, the Superintendent or his/her designee, shall notify the employee whether the District will pay associated costs such as registration, meals, mileage, etc., and/or if the teacher will be paid for his/her clock hours or whether (s)he will receive in-service credit. There are three (3) scenarios for a teacher’s participation in workshops, conferences or in-service courses. The following addresses the three (3) scenarios and the parties’ rights and obligations in regard thereto:

b. Programs provided by the District which occur during an employee’s workday:

All employees may volunteer or be required by a District Office Administrator to participate in programs or workshops provided by the District, which occur during the teacher workday. Employees who participate in such programs shall not receive any additional compensation for such participation.

c. Programs which occur at a time other than during an employee’s workday, at which time attendance is initiated by a District Administrator:

(i) Employees requested by a District Office Administrator to participate in workshops, conferences or in-service programs, which occur at a time other than during the normal school day, shall be paid at the rate of $20.00 per clock hour for each hour of
the program, if such program is less than twelve (12) clock hours. Said amount is one time payment, not added to a teacher's base salary.

(ii) If the program at which a teacher's participation is initiated by a District Office Administrator is taken at a time other than during the normal school day and is twelve (12) clock hours or more, then the teacher shall have the option of receiving one (1) in-service credit toward payment at the rate stated in (i) above or receiving the one-time hourly stipend of $20 per clock hour of instruction.

d. Programs which occur at a time other than during the employee's workday, at which attendance is requested by the employee and not initiated by a District Administrator:

Employees may request to participate in workshops, conferences or in-service programs, at a time other than during the normal school day. As part of the approval process for such programs, the Superintendent or his/her designee, shall notify the teacher whether the District will pay associated costs such as registration, meals, mileage, etc., and/or if the teacher will be paid for his/her clock hours or whether (s)he will receive in-service credit.

e. Staff are encouraged to participate in staff development courses and programs provided by the District and to fulfill their requirements under Part 80-3.6 of the Regulations of the Commissioner of Education through such offerings.

(3) Contract salary (inclusive of graduate and in-service credits) will be updated and salary notices provided in September of each year only. Teachers who complete graduate or in-service courses in the fall, and who notify the District of such fall courses by March 1st, will receive a lump sum payment of one half the credit value for the spring semester. The teacher's salary would be adjusted for the full credits the following September. Teachers who complete graduate or in-service courses in the spring or summer must notify the District by August 15th to be credited in the fall.

(4) Payment for Masters Degrees is $555.00.

(5) Upon the approval of the Superintendent, teachers will be credited with one Masters' Degree for the purpose of payment in accordance with section (5) above. The Superintendent may recommend to the Board of Education, that teachers with more than one Masters' Degree be granted credit for a second such degree, if such a degree is relevant to the teacher's assignment and the Superintendent determines that granting credit for such degree is in the best interests of the school district. The Superintendent's
recommendation for credit shall be considered and determined at the sole discretion of the Board of Education.

All teachers employed as of January 1, 1997, have had the opportunity to request consideration for this extra credit and such requests have been determined. Any teacher who is first employed on or after January 1, 1997, who possesses more than one Masters' Degrees, may request that the Superintendent recommend credit for such degree to the Board of Education. Such request must be made no less than thirty (30) days before the start of the first semester for which they are requesting that credit for such additional Masters' Degree be granted. The Superintendent, in his/her sole and unreviewable discretion (no affirmative exercise of which shall be deemed to constitute a precedent upon any subsequent application for credit), shall determine whether or not to recommend that the Board of Education grant credit for the additional Masters' Degree. A teacher may reapply to the Superintendent for an additional Masters' Degree stipend if that teacher believes circumstances have changed in regard to the additional Masters' Degree being relevant to the teachers assignment and or in the best interests of the school district.

No teacher may be credited with more than two Masters' Degrees. Any grant of credit for purposes of payment of a stipend shall be prospective only; there shall be no retroactive stipends regardless of when such Masters' Degree was obtained or when the teacher first was employed by the District.

(6) The District shall provide an additional check run in November, February and May to compensate teachers for summer graduate work and fall, winter and spring extra duty assignments, as follows:

a. In a separate check in November, the District shall pay the full amount due for the following assignments and achievements:

Fall Coaching for sports completed by that date.
Summer Graduate Hours submitted after August 15th.

b. In February and in May, the District shall pay, in a separate check, one-half the amount due for the following assignments:

- Teacher Specialists
- Extra Duty Positions
- Dean of Students
- Preventions Program Coordinator
- Information Technology Specialists
- Pool Director
- Athletic Director

In the additional check in February, the District shall also pay the full amount due for the following assignments and achievements:

Winter Coaching for sports completed by that date and any Fall Coaching assignments, which were not completed in time for the November check
d. In the additional check in May, the District shall also pay the full amount due for the following assignments: Winter/Spring Coaching.

D. Any teacher anticipating attending summer school is requested to notify his/her immediate supervisor of this intention by May 1st.

E. The goal of all teachers shall be to participate in available in-service training opportunities, particularly those which are directly involved with the teachers' specific area of teaching service.

F. Professional Days will be permitted upon approval of the grade level principal of a request therefore. A committee regarding professional days will be established in accordance with the "Updated Proposal of August 1995" as attached hereto as Attachment "B".

G. Teachers who attend an approved conference or workshop will share highlights of that conference or workshop, at an appropriate grade span, department or faculty meeting, upon request of the Principal or other administrator. The date, of that gathering, along with the intended objective of the presentation will be determined by the administrator, in consultation with the teacher(s) slated to be presenting. The teacher(s) will forward to the administrator, in advance of the scheduled presentation date, a copy of significant documents, if any, obtained at that conference or workshop. The teacher(s) will share (verbally or in writing) at that presentation, any significant information obtained at the conference or workshop.

17.4 State Sponsored Fellowships. Each teacher who attends a State-sponsored course or workshop with the consent of the District, shall be paid a sum of money equal to the amount not provided by the State in order to cover the cost of attendance.

17.5 Military Credit. When hiring teachers, a maximum of four (4) years teaching credit on the salary schedule may be granted by the Board.

17.6 National Service Credit. When hiring teachers, a maximum of four (4) years credit on the salary schedule may be granted by the Board if the teacher has served in the Peace Corps, or Volunteers in Service to America (VISTA), or the Teachers' Corps.

17.7 Teaching Service Credit. The Board may grant one step on the salary schedule up to ten (10) steps for each year of teaching experience to certified teachers coming into the system. If a teacher has more than ten (10) years' experience, he/she may be granted by the Board one step on the salary schedule for every two (2) years experience beyond ten (10).

17.8 Step Provision. Any teacher employed by the District must receive the exact salary to which he/she is entitled as mandated by the salary schedule or by other articles in the Agreement. If a teacher needs to be hired after August 1st, he/she may be
hired above the step to which he/she is entitled upon mutual consent of the Association and the District. Said teacher will be informed that he/she will remain on step until such time as his/her credited years plus the years of experience within the system is commensurate with his or her step.

17.9 Guidance Department Salary. All members of the Guidance staff shall receive a salary determined by the corresponding step on the teacher's salary schedule multiplied by 1.1. Compensation paid as the result of the application of the multiplier shall be deemed to include that due and payable for services performed on a number of days equal to ten in excess of the number included within the regular teacher work year. Compensation for services performed on any additional day (whether within the regular school year or otherwise) shall be 1/200 of the salary at the corresponding step on the applicable teachers salary schedule. Though the District retains the right to direct and deploy the guidance staff and schedule the work of its members, the District will give adequate notice of guidance assignments and schedules to affected staff members.

ARTICLE 18 - DUES DEDUCTION

18.1 The District agrees to deduct from the salaries of employees, Association dues as said employees individually and voluntarily authorize the District to deduct, and to transmit the moneys to the Association. The employees' authorization and direction of payment of said deduction to the Association will be in writing and filed with the District Clerk.

18.2 The Association will certify to the Superintendent, in writing, the current rate of its membership dues. If the Association changes the rate of its membership dues, it will give the District thirty (30) days' written notice prior to the distribution of the payroll from which the deductions are to be made.

18.3 The District agrees that in accordance with section 18.1, it will deduct from the employees' second through twenty-first checks for the year, one-twentieth (1/20) of the deductions authorized in accordance with the above. The District in no event will be liable for the payments of any dues for any employee under this Article.

18.4 Service Fee

A. The District will collect from employees who are not members of the Association a sum equivalent to the dues levied by the Association upon its members and remit that sum to the Association together with the dues deducted from the salaries of employees who are members of the Association pursuant to Section 18.1.

B. Deduction of the service fee provided for in paragraph A in this section shall be made beginning in September and ending in June of each school year. The District agrees to furnish the Association with an alphabetic listing showing the names of all employees from whose salaries such fees have been deducted. Deductions for employees who are hired after October of any year of the term of this Agreement shall be
appropriately prorated and shall be made in such manner as to complete deduction of the
service fee by the end of that school year.

C. The Association warrants that it has established and will maintain a
procedure for the refund to employees of the amount of its dues which are in aid of
activities or causes of a political or ideological nature only incidentally related to
collective bargaining and that such procedure complies in all respects with the provisions
of Chapter 677 of the Laws of 1977 and the Constitution of the United States of America
and the Constitution of the State of New York.

D. The Association will at all times hereafter indemnify and save harmless
the District and its officers, agents and employees against any liability, loss, damage, cost
or expense which may be incurred or sustained by any of them as a result of or in
connection with any action or proceeding by which any person or entity asserts the
invalidity of the Association's refund procedure or the impropriety of the deduction of
agency or service fees from the salaries of the employees or the transmission of such fees
to the Association. In the event any such action or proceeding is commenced against the
District or any officer, agent or employee thereof, the District or such officer, agent or
employee shall within a reasonable time give notice in writing to the Association. Upon
the giving of such notice the Association shall, at its expense, defend any such action and
take all necessary steps to prevent the entry of any judgment or order against the District
or any officer, agent or employee thereof. In the event that any judgment is entered
against the District or any of its officers, agents or employees, the Association shall pay
such judgment together with the costs of complying with any interim order or final
judgment which may be entered in such action or proceeding. Such costs of compliance
shall include, but shall not be limited to, reasonable attorneys fees and the costs of
recomputation of the salaries of employees and any interest ordered on any such
judgment. The District may deduct the amount of any such judgment or order and any
such fees, costs and disbursements from sums otherwise payable to the Association
pursuant to the provisions of this section.

ARTICLE 19 - GENERAL

19.1 Copies of this Agreement shall be reproduced at the expense of the
Association. A copy shall be given to each employee and twenty-five (25) copies given
to the District.

19.2 The parties recognize that this Agreement has been entered into pursuant
to the Public Employees' Fair Employment Act. If any provisions of the Agreement or
any application of the Agreement to any employee or group of employees shall be found
contrary to law, then such provision or application shall not be deemed to be valid and
subsisting, except to the extent permitted by law, but all other provisions or applications
will continue in full force and effect.

19.3 The District will take such action as may be necessary to give full force
and effect to the provisions of this Agreement by the necessary amendments to its
policies.
19.4 A The Board may from time to time permit an employee to attend a state or national conference in his/her subject matter field. In such case, the Board shall authorize time off for the duration of such conference. The Board may, but need not, authorize the continuation of part or all of the employee's salary during his/her absence from school for such purpose. The Board may also, but need not, authorize the payment by the District of part or all of the employee's expenses incurred in connection with attending such conference.

B. Application in writing to attend such conferences should be submitted to the Superintendent at least 60 days in advance of the commencement date thereof and in any event as soon as practicable under the circumstances of each such application. Each such application should contain a description of the conference sought to be attended and a statement of its anticipated duration, as well as an estimate of the expenses reasonably expected to be incurred by the employee in connection with attending such conference. The employee will be advised of the Board's action in respect of his/her application, including the amount of salary and expenses, if any, authorized to be paid to the employee, not later than 15 days in advance of the scheduled commencement of the conference to which such application relates if the same was submitted at least 60 days prior thereto or, if not, then immediately after the regularly scheduled Board meeting next following the tenth day after submission of the employee's application to the Superintendent.

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

ARTICLE 20 - CLASS SIZE

20.1 If either party expects that any class will exceed the applicable range indicated below, the situation will promptly be brought to the attention of the other party and discussions will take place to determine ways and means to remedy the situation. Reasonable efforts shall be made to maintain class sizes within the ranges indicated below, with the understanding that it is desirable that class size approaches the low end of the applicable range if possible consistent with this Article.

Elementary

Kindergarten 20-25
Transitional first grade 15-20
1st through 5th grades 25-30
### Secondary

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>25-30</td>
</tr>
<tr>
<td>Social Studies</td>
<td>25-30</td>
</tr>
<tr>
<td>Math</td>
<td>25-30</td>
</tr>
<tr>
<td>Science</td>
<td>25-30</td>
</tr>
<tr>
<td>Foreign Language</td>
<td>25-30</td>
</tr>
<tr>
<td>Industrial Arts/Technology</td>
<td>16-20</td>
</tr>
<tr>
<td>Art</td>
<td>20-25</td>
</tr>
<tr>
<td>Crafts</td>
<td>10-12</td>
</tr>
<tr>
<td>General Music</td>
<td>25-30</td>
</tr>
<tr>
<td>Home Economics/Home and Career Skills</td>
<td>16-20</td>
</tr>
<tr>
<td>Physical Education</td>
<td>30-40</td>
</tr>
<tr>
<td>Health</td>
<td>24-26</td>
</tr>
<tr>
<td>Science Labs</td>
<td>16-20</td>
</tr>
<tr>
<td>Typing</td>
<td>20-25</td>
</tr>
<tr>
<td>Shorthand</td>
<td>15-18</td>
</tr>
<tr>
<td>Business</td>
<td>20-25</td>
</tr>
</tbody>
</table>

### ARTICLE 21 - TEACHER PROGRAM NOTICE

21.1 Teachers will be notified in writing of their salary for the coming year as soon as possible after contract approval.

21.2 All vacancies, including, but not limited to, teaching positions, summer positions, coaching and extra-duty positions will be posted in each faculty room of each building as they occur. All interested teachers may apply within one week from the time that the notice is posted. Teachers applying for these positions will be given a written statement of approval or denial. As used herein, the term "vacancies in teaching positions" shall mean only positions which are unencumbered and proposed by the
District to be filled by permanent appointment; such term shall not refer to positions to which such an appointment has previously been made but whose incumbent has been granted a temporary, extended or other leave pursuant to the provisions of this Agreement.

21.3 Teachers will be notified, in writing, on or before August 1, of each year of the District's then-existing knowledge of (or plan for) their programs for the coming year including school building assignment, teaching level assignment, grade, subject and non-teaching duty. Its contents are subject to change after August 1 and are in no event subject to review pursuant to the provisions of Article 3 of this Agreement.

21.4.1 When a class at one grade level is re-allocated to another grade level, first consideration for assignment to the transferred or re-allocated class will be given to volunteers. In addition, whenever the District determines it necessary to assign or transfer a teacher from one grade or course to a grade or course which is different from that(s)he previously held, and there is more than one possible choice for such transfer, it shall seek volunteers for such transfer or reassignment, from teachers in that grade or choice. Though the District shall not be limited to volunteers in making any such assignments, it shall consider the preference of its teachers, their area of certification, major, and minor fields of study, their quality of teaching performance and their relative seniority.

2. The District will provide teachers, who have been transferred or assigned to a different position without volunteering, the reason for such transfer, if requested by the teacher in writing. In addition, the teacher may request a meeting with the Superintendent to explain to the Superintendent the teacher’s reason(s) why such transfer should not take place. The teacher may have an Association representative present at this meeting.

3. The District will provide support for teachers who have transferred or assigned, whether voluntary or involuntary, if requested by the teacher.

21.5 Extra-Curricular Assignments

A. All vacancies for coaching and intramural positions will be posted annually in each building. Job description, amount of preparation required (first aid experience, knowledge of sport, previous background) and remuneration will be so stated. Coaching and intramural assignments will be determined by the Superintendent and the Board of Education, in consultation with the Athletic Director, after receipt of written application by interested faculty members.

B. All non-sport extra curricular sponsorships (where remuneration is a part) will be posted whenever vacancies appear. Job description, amount of preparation required, (knowledge of the activity, and previous background) and remuneration will be so stated. Coaching and intramural assignments will be determined by the superintendent and the Board of Education, in consultation with the Athletic Director, after receipt of written application by interested faculty members.
C. A qualified member of the bargaining unit shall be given a preference should (s)he apply for an extra-curricular position. The District shall determine whether a given applicant is qualified. Where the District determines that a member of the bargaining unit who applies for such a position is not qualified or if no bargaining unit member apply, the District may appoint a person who is not a member of the bargaining unit. Each appointment to an extra-curricular position shall expire on June 30 of each year. A bargaining unit member shall not have preference over an incumbent non-bargaining unit member.

21.6 In the spring of each school year, each principal shall, prior to the establishment of teachers' final assignments and schedules for the subsequent school year, hold an informal, voluntary meeting(s) with interested teachers for the purpose of receiving input from such teachers regarding such assignments and scheduling for the next school year. The date, time, forum and format of such meeting will be determined by the principal and all final decisions will be the sole discretion of the principal, after consideration of the input from the teachers in attendance at the meeting.

At this meeting the principal will specifically discuss with the staff, practices and/or schedules in regard to collaborative planning time for teachers and schedules to be enacted when the starting time of school is delayed. All decisions in regard to collaborative planning and schedules to be enacted when school is delayed will be made with sensitivity to equity of impact on school staff and will be sensitive to those staff or facilities shared between and among schools. Such determinations shall not extend the teacher work day nor be inconsistent with any terms of this agreement, except that determinations with regard to shortened schedules may affect terms such as teacher lunch periods, teachers preparation periods, etc. since shortened schedules will necessarily result in the cancellation and/or shortening of periods or classes.

All final decisions of the principals shall be non-grievable, except as to claimed violations of other terms of the Agreement.

21.7 The Elementary and the Middle School principal, in consultation with their staff, will develop procedures for developing class lists for his/her school. The final decision for class placement rests with the principal. All final decisions of the principals shall be non-grievable, except as to claimed violations of other terms of this Agreement.

ARTICLE 22 - EMPLOYEE RESPONSIBILITY

22.1 Teaching Service

A. The teachers' school workday will be as prescribed in the individual school, but shall not exceed a total of seven hours and fifteen minutes unless teachers have other school responsibilities in which case said teacher and/or teachers will remain in school until the responsibilities for the day are completed.
B. All teachers will maintain clear and appropriate daily plans. Plans will be projected ahead by at least one week either on the last school day of each week or as otherwise scheduled with the Principal. Teachers may substitute detailed plans in lieu of plan books. Plans may serve as an organizational tool of the teacher, a guide for substitutes and an aid in the supervision process. Plans will include clear and appropriate instructional objectives at least weekly for each course or content area.

All teachers' plans will include instructional objectives: what the student is expected to know or do, coupled with what the student must do to demonstrate that the objective has been met. Such information will be provided for each course or content area taught. Details regarding scheduled review and suggested format of plans will be provided annually for the faculty handbook by each Principal.

C. (1) Teachers shall report their unavailability for work as soon as possible to their immediate supervisor (or other if so directed). When possible, this report should be made the night preceding the anticipated absence, otherwise before 6:30 a.m. of the day of absence.

(2) Teachers who are absent shall be responsible for providing up-to-date seating charts for all teaching and supervisory periods. A workable lesson plan on which to base the day's work must also be provided and available for the substitute's use.

(3) Seating charts are to be available in or on the teacher's desk at all times.

D. Teachers shall accept the principle that school discipline is a joint responsibility of the teacher and the administrator. Teachers should take positive action to correct disruptive behavior and submit a written record on the standardized form provided by the administration of action taken to improve the behavior of the individual students requiring the same.

E. (1) Each teacher will be required to establish non-class time each week (up to a maximum of 90 minutes per week) after the first student dismissal when (s)he will be available to assist students who are in need of remediation, extra help, makeup work or corrective work.

(2) The times when teachers are available must coincide with the time transportation is available for students, which times vary from grade level to grade level. Teachers must establish their availability to coincide with the late bus runs, which may require teachers to establish time on more than one day. If the late bus run is greater than 45 minutes after the first student dismissal, then the teachers' obligations under this section shall be fulfilled by establishing their availability on one such day per week for the full time between the first student dismissal and the late bus run. If the late bus run is 45 minutes or less after the first student dismissal, then the teachers must establish two days per week when they will be available, with the understanding that the total time for the two days will not exceed 90 minutes per week.
For example, at any level where the late bus picks up students more than 45 minutes after the first student dismissal time (e.g. 50 minutes), then teachers need only establish one day per week when they will be available for the full time. If the late bus picks up students at 45 minutes or less after the first student dismissal (e.g. 40 minutes), then teachers will be required to establish two days per week when they will be available, but such time on these days will not exceed 90 total minutes per weeks.

(4) These sessions are not to be construed as disciplinary. Thus, if a teacher requires a student to remain after school for disciplinary reasons on a day other than that designated for remediation, extra help, makeup work or corrective work as required herein, such teacher must still be available on the day so designated for such purposes. Nothing herein shall prevent a teacher from retaining a student after school for disciplinary reasons on the day(s) he/she is available to assist students as required herein, provided it does not prevent the teacher from assisting the students in attendance for the purposes designated herein.

(5) Each student receiving a failing quarterly grade shall be scheduled for consultation regarding needed improvement.

(6) Coaches shall not be required to meet the provisions of this article during the athletic season for which they are coaching, including any post season play, if such coaching requires them to be present with a team every day of the week.

F. Teachers are expected to meet and contribute in pupil, parent and teacher conferences and to serve on committees for reporting, evaluation, promotion and other areas of school operation deemed in need of attention by their immediate administrator.

G. Teachers, whose students have been referred, are responsible for follow-up conferences, during non-assigned time, with specialists (remedial, psychological, speech, etc.).

H. Teachers, shall complete an annual inventory as directed by their building principals. The building principal shall make every effort to equitably distribute the work. Inventory forms will be provided by the building principal.

I. Teachers' data cards will be maintained by the teachers involved on a current status.

J. Visual Arts, Technology and Music teachers shall be required to organize and carry out "after hours" public presentations of their students' work as follows:

a. Band and chorus -- Three (3) concerts/presentations, per teacher, per year.
b. Visual arts -- Two (2) exhibits, per teacher, per year.
c. Technology -- One (1) exhibit per teacher, per year.

Teachers will be paid $75.00 for each concert/presentation/exhibit required herein. Teachers seeking to organize additional presentations beyond those contractually
required must obtain prior approval of the Superintendent. Approved
concerts/presentations/exhibits shall receive the standard $75.00 remuneration.

(2) The District will make available for the use of art and industrial arts
teachers in respect of the public presentation here in above required reasonable space for
the storage of student projects and materials.

(2) In respect of public presentations hereinabove required to be
organized and carried out by teachers assigned band and chorus
courses, the District shall make every effort to ensure that as much
preparation time therefore as may be possible shall be
accommodated within the instructional day.

K. Employees shall attend one (1) classroom technology training session per
school year for the purpose of educating themselves on the use of applicable classroom
technology. Opportunities for such training will be provided by the District within the
employees' contractual workday and will be available through previously approved
in-service programs. Teaching a technology session satisfies this requirement.

22.2 Supervisory Responsibilities

A. Principal’s Detention. In each year of the term of this Agreement, each
teacher on the teachers' salary schedule in grades K-12 will provide supervision on a
rotating basis for after-school detention or in emergency situations until each such teacher
has served one such detention or emergency supervision session. Thereafter, such
supervision shall be provided on a rotating basis by employees who have volunteered
therefore and whose names are set forth on a list to be established for such purpose jointly
by the Association and the building principals. Such employees shall be compensated at
a rate of $15.00 for each detention or emergency supervision session served. In the event
that the Association and the District are unable to agree upon such a list or the number of
volunteers is inadequate to provide such supervision as the District considers necessary,
then such supervision will be provided by all teachers on the rotating basis hereinabove
described. Coaches in season will be exempted from detention and emergency
supervision duties.

B. Each teacher will be expected to supervise a homeroom and to perform the
duties associated with same: attendance check, lunch count. Teachers who are not
assigned homerooms will be expected to handle equivalent supervisory responsibilities.

(1) Professional personnel will be expected to provide coordination of teacher
aide supervision of pupils during lunch. Each teacher will be provided with at least two
monitors or teaching assistants during the lunch period supervision.

(2) Elementary teachers will be expected to provide supervisory control over
pupils during playground and recess.
C. All teachers shall attend assembly programs for students at their grade levels and assist with pupil control as necessary, unless specifically excused by their building principal.

D. Each teacher shall be held responsible to volunteer to chaperone one extra class event after school hours in the home school. Any change in assignment will be subject to the approval of the principal involved.

E. Tenured teachers are expected, upon request of the administration, once every three years to help prepare and supervise student teachers.

F. Members of the bargaining unit will not be required to provide instruction to students for other teachers who are absent. Teachers may, however, consistent with the limitations and provisions of this agreement, be assigned to supervise such students.

22.3 Community Relations

A. Teachers shall exert an effort to make positive contributions to the school's and/or District's public relations activities. Assistance of administrators is available in securing suitable media for public information regarding school projects and activities.

B. All teachers shall attend scheduled "back to school" nights, faculty meetings and parent visitation days. Principals shall provide a schedule of faculty meetings at the beginning of each school year. Additional faculty meetings or changes in scheduled faculty meetings shall be done with at least one week notice of such meeting to the faculty. An agenda for faculty meetings shall be provided on the day before such meeting; however, the meeting shall not be limited to or controlled by the contents of such agenda and some items may be added or deleted in the discretion of the principal. Principals will seek to limit faculty meetings to approximately one (1) hour; however, it is expressly agreed that if meetings exceed one hour, teachers will not leave prior to the end of the meeting, except for good cause.

22.4 Summer Professional Development

The District may, in the interest of continuing education and advancement of employees in areas directly related to their teaching assignments, provide financial assistance to an employee to permit him/her to pursue formal studies in such an area during the summer months or to assist him/her in doing so. Such financial assistance may be provided at a level to be determined by the Board upon the recommendation of the Superintendent. In respect of any application for such financial assistance, the following provisions will apply:

(1) An employee shall be eligible therefore only after five years (5) of continuous service in the District. Financial assistance will be granted to a teacher only once in a three year period unless the Board specifically determines otherwise in a particular case.
(2) The application must be in writing and submitted to the Superintendent on or before May 1 of the school year prior to the period for which such assistance is requested.

(3) The written application must set forth a definite plan at which the teacher must obtain a minimum of six (6) graduate credit hours at an accredited institution of higher education providing graduate programs. The applicant must be fully certified in his/her teaching position prior to making application for assistance. The definite plan described above and at least six (6) of any graduate credit hours taken must be directly related to the teacher's present teaching assignment.

(4) The employee must return to the District for one (1) full year immediately following the period for which financial assistance is provided. In lieu thereto, the teacher must return any stipend received in full.

(5) Full payment will be made on regular payroll dates during July.

(6) Applications for financial assistance pursuant to this paragraph will be granted or denied by, and in the sole discretion of the Board. Applications considered for approval by the Board will be determined on the basis of the Board's assessment of the educational dividends to be returned to the District if that application is approved. In the event the Board elects to grant fewer than all of competing applications judged by the Board to be of equal educational merit, the Board will give priority among those applications to the application or applications from a teacher or teachers with the greatest seniority in the District.

ARTICLE 23 - CURRICULUM RESEARCH, DEVELOPMENT, IMPROVEMENT AND COORDINATION

23.1.A. Curriculum Research and Development

The District may formulate Curriculum Research and Development projects, projects for Extra Help, Enrichment and PASS and determine the staffing needs of each such project. Faculty members are invited to submit proposals by March 30th of each school year, which proposals will be given equal consideration. The selection of projects to be funded will be made by the Superintendent based upon his/her determination as to the quality of the project and its value to the District's curricular goals. Applicants will receive written notice of the approval or denial of their proposals. The stipend to be paid to teachers who provide instruction in Extra Help, Enrichment and PASS will be based on an hourly rate equal to $20.00 per hour.

B. Teacher Specialist

The District may provide for the assignment of employees as Teacher Specialists in addition to their regular duties. An employee supervisor so assigned shall be compensated at the rate of $2,000.00 per year. Teacher Specialists shall be assigned
duties consistent with the job description for the position of Teacher Specialist developed by the District, as such may be amended in the future. For purposes of this subsection the term "Teacher Specialist" shall be deemed to include assignments as Teacher Specialist for Kindergarten, 1st grade, 2nd grade, 3rd grade, 4th grade, 5th grade, 6th grade, 7-12 English, 7-12 Mathematics, 7-12 Science, 7-12 Social Studies, 7-12 Languages other than English, 7-12 Occupational Education, K-12 Visual Arts, K-12, Performing Arts, K-12 Compensatory Education, K-12 Special Education, K-12 Information Services, K-12 Health & Physical Education.

C. Employees assigned as Technology Facilitator shall be compensated $2300.00 per year. Employees assigned as Lead Technology Facilitator shall be compensated at $2600.00 per year.

D. Mentor teachers shall be compensated with the stipend of $400 per school fiscal year, upon the approval of the Director of Organizational Development. The mentor will be required to document time spent on responsibilities of the program and the teacher(s) being mentored will initial the time, if applicable.

ARTICLE 24 - LONG DISTANCE LEARNING

24.1 LDL positions shall be posted as they become available.

24.2 LDL classes shall be taught by teachers certified in the area in which they are teaching.

24.3 The District shall make every effort to assign LDL classes to teachers who volunteer. However, if no volunteers are forthcoming or if the District believes appointing any of the volunteers would not be in the best interests of the District then the District has the right to assign a non-volunteer.

24.4 LDL class assignments shall be considered as normal instructional courses and will be limited by the provisions or Article 13.3.(B) (1).

24.5 There shall be no additional compensation for teaching a LDL class. However, any teacher who has never taught an LDL class, shall be given an extra preparation period in lieu of a supervisory duty for the first year in an LDL assignment only.

24.6 The District shall make every effort to limit the class size of the LDL classes to ten (10) students.

24.7 The evaluation of teachers teaching LDL classes shall be in accordance with the provisions of this agreement. Tapes of lessons shall not be used for evaluation. Evaluators shall observe the teacher's class, rather than monitoring the television.

24.8 Teachers of LDL classes shall not be held responsible for the supervision of students in the receiving schools. Any behavior observed by such teachers which is
clearly visible and inappropriate shall be reported to an appropriate administrator as soon as practicable.

ARTICLE 25 - END OF YEAR SCHEDULE

a. The District shall schedule student attendance for elementary and middle school students, for only three and one-half (3½) hours on the last day of school. The remainder of the day will be used for teachers to do individual work with students, unscheduled conferences with students and/or parents, (which may include guidance and/or the principal), scheduling, closing out of records, storing curriculum materials and recording results. Conferences with guidance, CSE or other meetings, will only be scheduled by the administration on an unforeseen emergency basis with prior approval by the Superintendent. Students not requiring additional attention shall be released at the end of the 3½ hours.

b. In any school year where, by the last week of school, the number of student contact days will exceed 180 days (i.e., 181 or more), elementary and middle school students shall only be required to attend school for three and one-half (3½) hours on the next to the last day of school. The remainder of the day will be used for teachers to do individual work with students, to attend unscheduled conferences with students and/or parents, (which may include guidance and/or the principal), scheduling, closing out of records, storing curriculum materials and recording results. Conferences with guidance, CSE or other meetings will only be scheduled by the administration on an unforeseen emergency basis with prior approval by the Superintendent. Students not requiring such attention shall be released at the end of the three and one-half (3½) hours.

c. In any event, elementary and middle school teachers will be required to remain in school for the full teacher workday, even though students have been released.

In any school year where, by the last week of school, the number of student contact days will exceed 180 days (i.e. 181 or more), elementary students shall only be required to attend school for 3 1/2 hours on the next to the last day of school. The District may schedule the teachers for meetings, in-service, etc. during the remainder of the day.

In any event, elementary teachers will be required to remain in school for the full teacher workday, even though students have been released.

ARTICLE 26 - TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2003 to and including June 30, 2008.

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the
voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on

__________________________________________  ____________________________________________
David Paciencia, Superintendent                  Steven Tiger, President
Taconic Hills Central School District            Taconic Hills Faculty Association

__________________________________________  ____________________________________________
Date                                             Date
APPENDIX A-1 - LEVEL I GRIEVANCE FORM

TAConIC HILLS CENTRAL SCHOOL DISTRICT

Craryville, New York
Grievance Form
LEVEL I - Principal/Supervisor

Date Submitted: ____________________________

Name of Grievant: ________________________________

Date of Occurrence: ____________________________

Provision(s) of Agreement involved: Article # __________________
                                      Article # __________________

Statement of the Grievance (include events and conditions of the
grievance and persons allegedly responsible):

________________________________________________________________________
________________________________________________________________________

Remedy Sought: ________________________________
________________________________________________________________________
________________________________________________________________________

*******************************************************************************

DISPOSITION

Date Grievance received by Principal/Supervisor: ________________
Date of Discussion: ________________________
Signature of Principal/Supervisor: ________________________

Decision:  ____________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Date decision issued: ________________________
Signature of Superintendent of Schools: ____________________
APPENDIX A-2 - LEVEL II GRIEVANCE FORM

TACONIC HILLS CENTRAL SCHOOL DISTRICT
Craryville, New York

Grievance Form

LEVEL II - SUPERINTENDENT OF SCHOOLS

Date Submitted: ________________

The decision at Level I regarding the attached grievance is unsatisfactory for the following reason(s):

......................................................................................................................

......................................................................................................................

......................................................................................................................

......................................................................................................................

Remedy Sought: ____________________________________________________________

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Disposition

Date appeal received by the Superintendent of Schools: ________________

Decision: _________________________________________________________________

......................................................................................................................

......................................................................................................................

......................................................................................................................

......................................................................................................................

Date decision issued: ________________

Signature of Superintendent of Schools: ________________________________

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APPENDIX A-3 - LEVEL III GRIEVANCE FORM

TACONIC HILLS CENTRAL SCHOOL DISTRICT
Craryville, New York

Grievance Form

LEVEL III - BOARD OF EDUCATION

Date Submitted: __________________________

The decision at Level II regarding the attached grievance is unsatisfactory for the following reason(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Remedy Sought: ______________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Date appeal received by the Board of Education: __________________________

Decision: ______________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Date decision issued: __________________________________________

Signature of President of the Board of Education: __________________________
APPENDIX B - FACULTY SICK LEAVE BANK WAIVER FORM

TO THE BOARD OF EDUCATION:

I hereby authorize you, according to the Sick Leave provision contained in the contract, to deduct from my sick leave two (2) days, to be credited in my name to the Sick Leave Bank.

I hereby waive all right and claim to said sick leave. This waiver allows my participation in the Sick Leave Bank according to the contract between the Copake-Taconic Hills Central School Board of Education and the Taconic Hills Faculty Association. Should the Sick Leave Bank be renewed, I authorize you to deduct additional days as set forth in the contract.

This waiver shall be in full force and effect until I leave the District.

NAME (Print) ___________________________ DATE ____________

SIGNATURE ___________________ SCHOOL _______________

SOCIAL SECURITY NUMBER _____________________________

THIS FORM SHOULD BE COMPLETED AND RETURNED TO THE BUSINESS OFFICE.
APPENDIX C - TEACHER EVALUATION FORM

TACONIC HILLS CENTRAL SCHOOL DISTRICT
Craryville, New York

Teacher ____________________ Grade ________________

Grade or Subject ______________ Date __________________
(Year-Level)

Evaluator _______________________

This evaluation reflects, but is not limited to, observations on these dates:

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<th>CLASS</th>
<th>LENGTH OF TIME</th>
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General: A minimum of one completed teacher evaluation form for each probationary teacher must be completed by March 30 of each school year. A minimum of one such form for each tenured teacher must be likewise completed by June 1 of each school year. THIS EVALUATION FORM IS NOT TO BE CONFUSED WITH THE RECORD OF CLASSROOM OBSERVATION FORM.

After completion and prior to placement in the teacher’s permanent file, this evaluation form will be discussed with the teacher in a conference and the teacher will receive a personal copy of this completed form. The teacher will also have an opportunity to add or attach his/her comments to the form prior to placement in the teacher’s permanent file.

S - Satisfactory
I - Improvement Needed
U - Unsatisfactory
INSTRUCTIONAL SKILLS

1. Knowledge of Subject Matter
2. Planning (evidence of)
3. Organization of Instruction
4. Gives Clear, Concise Directions
5. Implementation (apparent)
6. Differentiation of Instruction
7. Maximizes Student Involvement
8. Use of Resources, Teaching Aids & Devices
9. Evaluates Instruction

Narrative:

PROFESSIONAL CHARACTERISTICS

1. Growth in Profession
2. Evidence of Professional Ethics
3. General Promptness
4. Relations with Parents and Community
5. Relations with School Staff-Colleagues & Supervisors
6. Extra-Curricular Involvement
7. Awareness of New Trends and Developments
8. Degree of Enthusiasm
9. Use of Good Judgment

Narrative:
MANAGEMENT ABILITY

STUDENTS

1. Classroom Control
2. Open Climate
3. Effective Disciplinarian
4. Recognizes Individual Differences
5. Relates Positively with Students

Narrative:

CLASSROOM, ETC.

1. General Housekeeping & Orderliness
2. Attention to Record Keeping
3. Use of Bulletin Boards & Similar Displays
4. Use of Physical Setting
5. Encourages Respect for Public/Personal Property

Narrative:

PERSONAL CHARACTERISTICS

1. Appearance
2. Speech
3. Self Control
4. Use of Tact
5. Effective Communicator
6. Possesses a Sense of Humor

Narrative:

CONCLUDING NARRATIVE:

TEACHER COMMENT:

Copies to be sent within five (5) days of conference to:

Individual Teacher
Building Principal

_________________________  ________________
Signature of Evaluator      Date

_________________________  ________________
Signature of Teacher        Date

The fact that the teacher has signed this record indicates that he/she has seen the contents of it, but does not necessarily agree with it.
APPENDIX D - RECORD OF CLASSROOM OBSERVATION

TACONIC HILLS CENTRAL SCHOOL DISTRICT
Craryville, New York

Teacher ____________________ School ____________________

Grade or Subject _____________ Time _____________
(Year/Level)

Observer ____________________ Date of Observation ____________

NOTES:

SPECIAL STRENGTHS:

SUGGESTIONS FOR IMPROVEMENT & WAYS IN WHICH THE OBSERVER HAS HELPED OR PLANS TO HELP THE TEACHER IMPROVE:
CONCLUSIONS:

TEACHER COMMENT: (Optional)

_________________________________________  Date
Signature of Observer

_________________________________________  Date
Signature of Teacher

The fact that the teacher has signed this record indicates that he/she has seen the contents of it, but does not necessarily agree with it.
APPENDIX E – 2003-2008 TEACHER SALARY SCHEDULES

TACONIC HILLS CENTRAL SCHOOL DISTRICT

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Stipend per Master’s Hour $555 $555 $555 $555 $555
Stipend per Graduate Hour $40 $40 $40 $40 $40

*Increase for Master’s and Graduate Hours stipend in accordance with Article 17.1 Addendum Agreement.

** Salary schedule in accordance with Article 17.1 Addendum Agreement
APPENDIX F – 2003-2008 SCHOOL NURSE SALARY SCHEDULES
TACONIC HILLS CENTRAL SCHOOL DISTRICT
SCHOOL NURSE AND OTHER HEALTH RELATED EMPLOYEES

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*Increase for Master’s and Graduate Hours stipend in accordance with Article 17.1 Addendum Agreement.

**Salary schedule in accordance with Article 17.1 Addendum Agreement
The District will increase the base amount by 2.5% to $31,844.00 for 2005-2006, to $32,640.00 for 2006-2007, and by 2% to $33,293.00 for 2007-2008, for the purpose of paying stipends for coaching and extra duty assignments.

### Coaching Schedule

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Coaching Schedule

GROUP 1
V. Basketball
Head V. Football

GROUP 2
V. Baseball
Field Hockey
V. Soccer
V. Track
Gymnastics
V. Softball
J.V. Basketball
J.V. Head Football

GROUP 3
V. Tennis
B.Ball Cheerleader
J.V. Baseball
J.V. Softball
J.V. Soccer
Ass't. Track
Ass't. Football
Winter Track
J.V. Field Hockey

GROUP 4
Bowling
Skiing
F.Ball Cheerleader
Middle School Basketball
Mod. F. Hockey
Mod. Soccer
Cross Country
Golf
Weight Training
Mod. Football Coach
EXTRA DUTY SCHEDULE

GROUP 1
Senior Class Advisor
High School Yearbook Advisor
High School Student Council Advisor

GROUP 2
Junior Class Advisor
Ass’t, Senior Class Advisor
Ass’t. Sr. Year Book Advisor
High School Drama Advisor
Prevention Program Coordinator
Fencing

GROUP 3
Middle School Yearbook
High School Yearbook Business Advisor
School Store Advisor
Science Fair Advisor
Model UN Advisor

GROUP 4
MS Television Advisor
Assistant High School Drama Advisor
Freshman Class Advisor
Sophomore Class Advisor
Middle School Dramatics Advisor
Middle School Newspaper Advisor
High School Newspaper Advisor
Middle School Assistant Yearbook

GROUP 5
High School Art Club
HS SADD Advisor
National Honor Society Advisor
Middle School Student Council Advisor
MS Student Accounts Advisor
Middle School Art Club Advisor
MS SADD Advisor

GROUP 6
Elementary Student Council Advisor
Elementary Drama Advisor
Elementary Newspaper Advisor
Middle School Co-op Store Advisor
Odyssey of the Mind
APPENDIX H-STIPENDS FOR ADMINISTRATIVE RESPONSIBILITIES

The stipends paid to the Athletic Director, Assistant Athletic Director, Pool Director, and Dean of Students is as follows:

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<td>Dean of Students</td>
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APPENDIX I

Article 12.4(B)

To: Superintendent of Schools

From:

Re: 12.4(B)

Date:

Description of the incident(s) that may have violated 12.4(B) of the collective bargaining agreement.

Employee Signature ___________________________ Date ________________