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Union: Kingston Teachers Federation

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For additional information on the ILR School - http://www.ilr.cornell.edu/
COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

KINGSTON CITY SCHOOL DISTRICT

AND THE

KINGSTON TEACHERS FEDERATION

JULY 1, 2009 - JUNE 30, 2011
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This agreement is made and entered into on the 26th day of April, 2010, by and between the City School District of the City of Kingston, New York (hereinafter referred to as the “District”) and the Kingston Teachers’ Federation (hereinafter referred to as the “Federation”).

PREAMBLE

The District and the Federation recognize that they have the common goal of working together toward providing the finest educational opportunities for the students of the District. This goal can best be achieved by the joint efforts of the District and the Federation. The District and the Federation, through joint study and deliberation, endeavor in good faith to negotiate salaries and terms and conditions of employment.

ARTICLE I
RECOGNITION

The District has recognized the Kingston Teachers’ Federation, affiliated with the American Federation of Teachers, AFL-CIO and the New York State United Teachers as the exclusive bargaining agent for the teachers’ negotiating unit.

The District has designated the teachers’ negotiating unit as all professional personnel including lead teachers, physical therapists, occupational therapists, certified occupational therapist assistants and physical therapist assistants, JTPA and/or incarcerated youth teachers, permanent substitutes and registered nurses, except the superintendent, associate superintendents, assistant superintendents, administrative assistants, principals, assistant principals, directors, assistant directors, supervisors, vice principals, coordinators, department chairpersons, deans, per diem employees and substitute employees.

In order for a long term substitute to be a unit member, he or she must work as a long term substitute for a minimum of a semester or its equivalent in the same position. As soon as the District becomes aware that a long term substitute will work for at least a semester or its equivalent, the long term substitute will become a unit member and receive retroactive salary to the start date in the assignment but will not receive retroactive health insurance.

ARTICLE II
CONTRACT VALIDITY

A. This contract shall supersede any rules, regulations, or practices of the District which shall be contrary or inconsistent with its terms.
B. Any individual arrangement, agreement, or contract between the District and an individual teacher shall be subject to and consistent with the terms of this Agreement. If an individual arrangement, agreement or contract contains any language inconsistent with this contract, this contract shall be controlling.

C. If any provision of this Agreement shall be held to be contrary to law, then such provision shall be implemented to the extent permitted by law and substitute action shall be negotiated with the Federation. Such a finding shall not affect the validity of the remainder of this contract which shall continue in full force and effect.

ARTICLE III
SALARIES AND FRINGE BENEFITS

A. SALARIES

1. MEMBERS OF THE TEACHERS’ UNIT

a. Basic Salary

   The 2008-2009 salary schedules for members of the teachers’ bargaining unit shall be increased by 1% effective September 1, 2009, an additional 1% effective February 1, 2010, an additional 1.2% effective September 1, 2010 and an additional 1.2% effective February 1, 2011. Those unit members eligible to advance a step on the salary schedule shall do so during each year of this agreement.

   The salary for registered nurses, certified occupational therapist assistants and physical therapist assistants, shall be calculated by multiplying Bachelor’s Schedule Step 1 by 70%. Effective July 1, 2010, the salary for registered nurses, certified occupational therapist assistants and physical therapist assistants, shall be calculated by multiplying Bachelor’s Schedule Step 1 by 75%.

   The Lead teacher’s annual payment will be increased by $200.00 for each year of the Agreement.

b. Salary Options

   Members of the teachers’ unit shall have the right each year to select one of the following salary options. Options may be changed or added following consultation with the KTF.

   (1) Twenty-one (21) equal salary payments distributed between September and June.
(2) Twenty-six (26) salary payments distributed between September and June (six included in the year's final check).

(3) Twenty-six (26) salary payments distributed between September and August.

Payroll checks shall be distributed to all members of the teachers' unit at their home schools unless otherwise designated by the teachers' unit member beginning on the second Friday of the academic year.

If a pay period occurs during a vacation period, teachers will be paid on the last day before the start of the vacation. This schedule may be altered due to unavoidable circumstances brought about by snow days or snow make-up days. Teachers' unit members shall be promptly notified of any change.

Professional salaries for the school year are based on 1/10th of the yearly contract salary per month for each full month of service. A teacher unit member who provides services for one-half or less of the working days in any month is to receive 1/200th of the annual salary for each day worked. A teacher unit member who works more than one-half the required working days is to have a deduction of 1/200th for each day of unauthorized absence.

c. Longevity

Effective July 1, 2005, a new $3,500 longevity will be established for unit members who have completed twenty (20) years of service in Kingston Schools. This longevity will be increased by an additional $2,500 effective July 1, 2006. Effective July 1, 2005, a new $2,000 longevity will be established for unit members who have completed thirty (30) years of service in Kingston Schools. Effective July 1, 2009 a new cumulative longevity will be established for unit members who have completed twenty-five (25) years of service in the Kingston Schools in the amount of $1,000 effective July 1, 2009 and an additional $1,000 effective July 1, 2010.

d. Schedule “A” is the Bachelor's salary schedule. Schedule “B” is the Master’s salary schedule. The salary caps of the Bachelor's salary schedule (B+108) and Master's salary schedule (M+72) will not apply to unit members hired prior to January 1, 1984.

e. Graduate Credits

<table>
<thead>
<tr>
<th>Effective Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective 2004-2005</td>
<td>$106.00</td>
</tr>
<tr>
<td>Effective 2005-2006</td>
<td>$110.00</td>
</tr>
</tbody>
</table>
Effective 2006-2007 $115.00  
Effective 2007-2008 $118.00  
Effective 2008-2009 $123.00  

f. NATIONAL CERTIFICATION OF TEACHERS

Effective 2003-04, Nationally Certified Teachers shall be paid (in addition to regular salary) $3000 each year so long as they continue to be nationally certified. Travel and conference related expenses for this purpose must be pre-approved by following District procedures. Such grant application shall be approved by the joint committee.

The first school year when the individual is nationally certified he/she shall receive a $250.00 honorarium and $200.00 as an honorarium the year following.

Teachers of the District who have been nationally certified are encouraged to train others to attain such certification. Those nationally certified teachers who seek to train others shall apply to the joint committee for approval of their training services and shall receive a $200.00 honorarium during the school year when their trainees receive national certification.

2. EXTRACURRICULAR COMPENSATION

Compensation for extracurricular activities for members of the teachers’ unit are as set forth in the salary schedule attached to this contract as Schedule C. Upon request to the building principal, a member of the teachers’ unit shall be given the total hours per activity reported for the previous payroll period. This applies to hourly and/or per session activities only. Compensation for other extracurricular activity assignments not covered in Schedule C shall be determined through negotiation with the Federation. In all cases, compensation shall be determined before the position is filled.

Extra and co-curricular rates will be increased by 4.5% in 2005-06; 4.5% in 2006-07; 4.5% in 2007-08; and 4.5% in 2008-09.

3. ADULT EDUCATION

Effective July 1, 2004, members of the teachers’ unit engaged in Adult Education and/or Alternative Education teaching assignments shall be paid at the rate of $35.00 per hour of instruction time. Effective July 1, 2005, the hourly rate shall be $40.00. Effective July 1, 2007, the hourly rate shall be $45.00.
4. HOME TEACHING

Effective July 1, 2004, members of the teachers' unit engaged in home teaching assignments shall be paid at the rate of $35.00 per hour. Effective July 1, 2005, the hourly rate shall be $40.00. Effective July 1, 2007, the hourly rate shall be $45.00.

5. SUMMER SCHOOL

A summer school salary schedule shall be established consisting of two lanes (B.A. and M.A.) and one step (60% of 1/200th per day of the first step in Salary Schedule A of the 1995-2001 contract).

A member of the teachers' unit teaching the entire summer school work day shall be paid the full 60% of 1/200th per day.

A member of the teachers' unit teaching only part of a summer school work day shall be paid on a pro-rated basis.

6. EXTRA WORK DAYS

Members of the teachers' unit required to work on days not specified as working days on the school calendar shall be paid at the rate of 1/200th per day of the unit member's current annual rate.

7. IN-SERVICE CREDITS

A member of the teachers' unit shall be eligible to successfully complete in-service courses for salary credit.

In a three year period, every teacher-unit member shall be required to complete a minimum of fifteen (15) hours of class time in approved in-service courses.

a. Course offerings shall be developed by a District-wide Professional Practices committee appointed by the Superintendent of Schools and the Federation consisting of teacher unit members and administrators. The committee shall make recommendations to the Superintendent of Schools regarding appropriate courses and the amount of credit to be applied.

b. Neither salary credit nor in-service credit shall be given for District sponsored in-service courses offered during the school day.

c. Salary credit shall be given to District sponsored in-service courses offered beyond the school day.
d. A graduate level or an undergraduate level college course may be substituted for the in-service course requirement.

e. Courses relevant to professional performance, other than those the District may provide, may be substituted for the in-service course requirement. Prior approval of the Superintendent of Schools or his/her designee shall be required.

f. Salary credit for in-service courses or any approved substitute courses shall be one (1) credit for every fifteen (15) hours of class time.

g. Credit for in-service courses must be pre-approved by the Superintendent of Schools or his/her designee. District approval of Mid-Hudson Teachers Center, BOCES or District courses with a target audience shall be considered as having been approved in advance for the members of the target audience.

h. Each teacher unit member, upon successful completion of an in-service course, shall receive a written statement indicating completion of the course.

i. After evaluation and approval by the Superintendent of Schools, teacher unit members shall receive in-service credits for educational articles published in educational journals and for published books. Credit shall range from one (1) to six (6) semester hours. The number of credits to be accorded shall be recommended to the Superintendent by the District-wide Professional Practices Committee (Article III 9.a.).

j. Presenters shall receive $75.00 for each hour of presentation, but will not receive any payment for time spent preparing for the presentation.

8. ADVANCED TRAINING

Upon successful completion of advanced training college level courses, salary adjustment shall be made under the following conditions:

a. Courses must be successfully completed on the graduate level. Undergraduate credit may be counted for salary schedule credit at the sole discretion of the Superintendent, whose decision is final.

b. Courses for salary credit beyond a declared Master's Degree must be taken subsequent to that degree.
c. Unit members must complete an application for salary credit.

d. The effective date of salary adjustment will be the date the application and the student grade card or transcript are received in the Personnel Office.

e. The salary adjustment will be authorized by the Superintendent of Schools upon receipt of the official college transcript and, providing there is no question about either the approval of the course or transcript, the salary adjustment shall be made retroactive to the pay period following the original receipt of (d.) above.

f. Salary adjustments cannot be made retroactive to a previous fiscal year.

g. No salary adjustments can be made in a current fiscal year unless the official transcript is received prior to June 1st.

h. The District shall notify unit members once a year as to the number of course credits that they have received.

i. Credit hour rates and other rates not expressly agreed to in the Memorandum of Agreement and Tentative Agreements will be increased by 3.5% in 2004-05; 3.5% in 2005-06; 3.5% in 2006-07; 3.5% in 2007-08; and 3.5% in 2008-09.

9. PAYMENT OF UNUSED SICK LEAVE

Effective July 1, 2004, a teacher unit member who meets the qualifications as indicated in this section shall be eligible to receive fifty dollars ($50.00) for each day of accumulated sick leave as of the effective day of retirement. Effective July 1, 2005, the daily rate shall be sixty dollars ($60.00). The maximum accumulation will increase from a maximum of two hundred (200) days to two hundred five (205) days in 2005-06; two hundred ten (210) days in 2006-07; two hundred fifteen (215) days in 2007-08.

a. The teacher unit member must submit his resignation on or before April 15 of the school year during which he/she retires.

b. The teacher unit member must be eligible for retirement under a plan of the New York State Teachers' Retirement System or the New York State Public Employees' Retirement System.
c. The teacher unit member shall be reimbursed for accumulated sick leave the first pay period following the effective date of retirement.

d. The beneficiary of an active teachers' unit member shall receive upon the unit member's death, $25.00 for each unused sick day the unit member had at the time of his/her death. This is not applicable to any unit member on a leave of absence.

10. GUIDANCE COUNSELORS

Pay for those assigned to work an eleventh month shall be computed by taking the base salary, adding the amount paid for non-calendar days worked in September and June, and then taking one-tenth (1/10) of the total. Secondary guidance counselors shall work an eleven (11) month period. The eleventh month shall consist of twenty two (22) working days.

A timetable of the working day would include the first eleven (11) working days in July and the last eleven (11) working days in August. Any deviation from this schedule shall be by recommendation of the building principal and guidance counselor.

All guidance counselors will report for work the same days as teachers during the regular school year except that they shall be on duty each working day for the entire month of June and September.

If state funds are delayed and it is necessary to curtail summer guidance due to lack of funding, such work shall be assigned based on seniority within the District within the department, within each building.

11. MILITARY SERVICE

Persons who become members of the teachers' unit after July 1, 1969, shall receive year for year step credit for active duty military service up to and including four (4) years of active duty service. Service in the Peace Corps and service in VISTA will be evaluated and credit shall be given for up to two (2) years of service in either of these organizations, with additional years' credit, up to a total of four (4), for teaching experience in the Peace Corps or VISTA. In no case will more than four (4) steps be given for either Peace Corps and/or VISTA service.

12. CERTIFICATION

The maintenance of proper certification is the responsibility of the unit member. All unit members will yearly apprise the Personnel Office of their certification status, unless permanently certified.
13. COVERAGE FOR ABSENT TEACHER

Teachers who cover for an absent teacher will be paid twenty-five dollars ($25.00) per period. The District will seek volunteers first on a rotational basis. If no teachers volunteer, the District may involuntarily assign substitute teaching work to unit members on a rotational basis. These activities will only be assigned to tenured teachers except for tenured teachers on a teacher improvement plan.

14. TRAVEL REIMBURSEMENT

The District shall reimburse members of the teachers’ unit for authorized travel at the IRS rate.

B. FRINGE BENEFITS

1. 403(b) EMPLOYER NON-ELECTIVE CONTRIBUTION

The parties agree to create 403(b) accounts after ratification by the parties.

2. PROBATIONARY LEAVE CREDIT

Except for those whose leave is covered by military law, for non-tenured members of the teachers’ unit the probationary period shall be suspended with the commencement of a leave of absence and shall resume at the termination of such leave, provided it is in the same tenure area.

3. PROPERTY LOSSES AND INSURANCE

Members of the teachers’ unit shall not be held responsible for the accidental loss or damage of school property. Teachers will be responsible for supervising student use of school property and equipment.

   a. The District shall maintain insurance coverage to protect members of the teachers’ unit against personal property loss, excluding money and motor vehicles. The insurance coverage shall be primary coverage with a ten dollar ($10) deductible and a five hundred dollar ($500) maximum for each occurrence. Claim forms shall be available in each school. When a claim is submitted by a unit member to the District, the District shall in turn submit such claim to the insurance agent for action.

   b. The District’s liability policies shall provide insurance which covers the District and the members of the teachers’ unit in all duties within the scope of their employment.

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4. PAYROLL DEDUCTIONS

The District shall make payroll deductions, when authorized in writing by the unit member for tax sheltered annuities, NYSUT benefit programs, KTF Benefit Trust, credit unions, United Way, Vote Cope, and direct banking.

5. IRS SECTION 125 PLAN

The District shall implement a comprehensive Section 125 Internal Revenue Code Plan within a reasonable period of time after ratification of the agreement between the parties. The District will have the right to pick the administrator of the plan with input from the KTF.

6. HEALTH INSURANCE

a. Trust

1. The KTF may implement a Health Insurance Trust Agreement as an alternative means of furnishing health insurance for the members of this bargaining unit (including retirees) and any other employees and/or retirees of the District designated by the Board of Education for inclusion for insurance under the trust agreement. The Trustees shall determine whether the plan shall be self-insured or provided through an insurance carrier. The trust shall be established in compliance with § 501 (c)(9) of the Internal Revenue Code. Effective July 1, 2010, retirees must have at least ten (10) years of service in the Kingston School District to be vested for the purposes of participation in the Health Insurance Trust as a retired unit member.

2. The Board of Trustees of the Health Insurance Trust Fund shall be appointed by the KTF. All Trustees must be participants in the health insurance plan provided through the Trust.

3. The cost chargeable to the District for insuring through the trust other than those persons described above, shall be the same per capita rates for individual or family coverage as being charged to the District for members of the bargaining unit under the Trust.

4. District contributions to the trust shall be paid in quarterly installments on July 1, October 1, January 1, and April 1. The District contribution will be $5,608.08 per individual coverage and $14,084.64 for family coverage in 2004-05 for each unit member enrolled in the trust. These rates will be increased by $300.00 in 2005-06. Effective July 1, 2005, the trust will be responsible for providing dental insurance to all unit members.
including those taking health insurance buy-outs and those opting for HMO's. The trust rates will be increased by 1% less than the percentage increase to the DEHIC Alternate PPO Plan in 2006-07 and 1.5% less than the percentage increase to the DEHIC Alternate PPO Plan in 2007-08 and all years thereafter; provided, however, that the District's obligation to fund the Trust for the 2010-2011 school year shall be at the same per capita funding level that was in effect during the 2009-2010 school year and the DEHIC Alternative PPO Plan inflation rate for 2010-2011 of 14.9% shall in no event be applied to health insurance premium costs, but rather, shall be discounted when returning to the 1.5% less than the percentage increase to the DEHIC Alternative PPO Plan formula in future years. If the DEHIC Alternate PPO Plan is discontinued, the trust rate will be increased by the same formula as described above based upon increases to the New York State Empire Plan.

Additionally, in the 2006-07 school year the District contribution to the KTF trust will be reduced by $200,000 in equal quarters of $50,000. In the 2007-08 and 2008-09 school years, the District contributions to the trust will be reduced by $400,000 in each year in equal quarters of $100,000.

The KTF Trust shall contribute to the District as a general fund revenue the sum of $1,200,000.00, with said sum to be paid on a quarterly basis in equal installments on or before July 10, 2010, October 10, 2010, January 10, 2011 and April 10, 2011.

5. The Trustees shall decide how dividends based upon a favorable experience shall be distributed for the benefit of plan participants.

6. The District shall provide health and dental coverage for domestic partners in accordance with the rules for domestic partners coverage set by the Trustees of the DEHIC health plans.

7. Effective July 1, 2005, health insurance and dental insurance shall be provided for under the trust unless annulled by the trustees at the end of a plan year upon at least six (6) months notice to the District. The District's funding obligation toward the trust shall be discontinued in the event of an arbitration award determining that good cause exists to stop making contributions to the plan on behalf of the members (and retirees) at the end of a plan year occurring after January 1, 2004. The parties hereby appoint Jeffrey M. Selchick or, if he is unavailable, Carol Wittenberg, to render such final and binding award upon the District's serving the KTF and trustees with written notice of intent to arbitrate pursuant to this provision. Should the trust be discontinued by annulment or should an arbitrator rule that good cause exists for the District to stop contributing toward the trust, the District shall enroll employees in the DEHIC Alternate PPO Plan or will forthwith
arrange for substantially equivalent health insurance to the DEHIC Alternate PPO Plan.

8. The Trust shall enter into an agreement with a third-party administrator regarding all claims made against the funds of the Trust should a self-funded program be implemented.

9. The District, in making contributions to the Trust, shall pay for increases resulting from changes in status, “buyout” money and for new employees. If decreases occur due to change in status, the District shall reduce its contributions accordingly.

10. As soon as practicable following ratification, the District will eliminate the right of unit members to be enrolled in the Blue Cross Blue Shield Plans including but not limited to the Wrap Plan and the PPO Plan. Unit members will have the right to be enrolled in the KTF Trust or any District sponsored HMO. The District will contribute to the trust 95% of the cost of HMO’s that unit members are enrolled in.

11. In the event that unit members are required to contribute towards monthly health insurance premium costs, the District shall implement a §125 Internal Revenue Code Premium Only Plan.

12. The Trust Agreement and any modifications or addendums thereto will be submitted to the District solely for the purpose of ascertaining that the purpose and operation of the fund comply with the requirements of the Collectively Negotiated Agreement. The District shall be furnished with two (2) copies of the Trust's annual report of financial operations within ten (10) days after receipt by the KTF, but no later than the end of the school year so that the District may monitor that expenditures have been made for purposes consistent with the Collectively Negotiated Agreement. The books and records of the Trust shall be made available for annual audit or review by the District’s auditors or other administrative personnel, at a reasonable time and place as determined by the Trustees.

13. The District’s sole obligation towards the Trust is the timely payment of monies. The KTF agrees to indemnify and hold harmless the District, its officers, employees, agents and their assigns from any and all claims brought against them regarding said Trust for any cause other than said funding obligation, including the costs of reasonable attorney’s fees in defending against any such claims.

b. Bargaining unit members shall not be eligible for coverage under two (2) family health insurance plans. If a unit member is covered under the family plan of another employee, the unit member may choose: a) an
individual plan; or b) the health insurance buy-out. If for any reason the
spousal relationship ceases to exist, or if one spouse leaves employment with
the District, the remaining spouse shall be free to enroll at whichever coverage
he or she elects.

c. Health Insurance Buy-out:

Employees shall be eligible for a health insurance buyout as follows:

1. Unit members who are otherwise health insured may
opt out of the District’s health insurance program and receive a payment of
$2500 subject to all applicable deductions. Such payment shall be made by
the District in two installments, the first to be made on or before October 1 and
the second to be made on or before April 15 of each year.

2. The application and proof of alternative health care
coverage shall be provided to the health benefits clerk in writing by June 1 in
order to opt out as of July 1.

3. New employees may choose this option and receive
this benefit on a prorated basis, provided that an application and proof of other
health insurance is furnished to the health benefits clerk within ninety (90)
calendar days of beginning work.

4. Reentry into the District’s health insurance program
shall be allowed at any time subject only to the waiting period, if any, of the
District’s health insurance program rules and regulations.

5. Reentry into the District’s health insurance program
shall be conditioned upon the Unit members repaying 1/12th of the annual
buyout amount for each month remaining in the school year. In the event that
the employee’s services are terminated for whatever reason or the employee is
granted an unpaid leave, the employee shall be required to repay the portion of
the amount applicable for the remaining months in the school year. To the
extent that the payment is not made on a voluntary basis, the District is
authorized to recoup repayment from any unpaid salary or compensation
otherwise due the employee.

d. The prescription plan shall require a payment of three
dollars ($3.00) for each prescription.
7. IMMUNIZATION FOR TEACHERS

At such time as the Ulster County Health Department declares that the danger exists of any disease reaching epidemic proportions, the District shall, in the of those diseases for which there is immunization, provide such immunization free of charge to the members of the teachers' unit who request it.

8. WORKERS' COMPENSATION

Whenever a unit member shall be absent as a result of injury or disability arising out of and in the course of duty for which the unit member is entitled to a salary payment under Workers' Compensation Insurance, the unit member shall continue to receive regular salary less Workers' Compensation benefits for one full year without loss of sick leave.

9. CONFERENCES

Unit members shall suffer no loss of sick days or personal business days when attending conferences approved by the superintendent or his/her designee. Within budgetary limits, the District will pay no more than the estimated reasonable expenses, including fees, meals, lodging and transportation, incurred by teachers who attend workshops, seminars, or other professional improvement sessions approved by the Superintendent of Schools. Reasonable expenses will be consistent with the Ulster BOCES Meeting and Conference Policy.

10. RETIREMENT INCENTIVE

a. Effective July 1, 2001, a retirement incentive providing for a $25,000 lump sum payment available to members of the bargaining unit retiring into the New York State Teachers' Retirement System or the New York State Employees' Retirement System after a minimum of ten years in the bargaining unit shall be given under the following conditions: Letter of intent to be submitted by January 1 of the calendar year in which the retirement will be effective such letter to be non-binding and available for purposes of budgetary preparation. A binding letter of retirement to be effective June 30 shall be submitted to the District by March 30 of the calendar year of retirement. Payment will be made by July 15th following retirement. This retirement incentive shall be available on a one time only basis to teachers in their initial year of eligibility for retirement without penalty into the New York State Teachers' Retirement System or the New York State Employees' Retirement System with full benefits. It is understood that all members of the bargaining unit who have already passed their initial year of retirement without penalty as of the execution of the Memorandum of Agreement have a one time
opportunity to avail themselves of this benefit by submitting a letter of retirement to the Superintendent by January 31, 2006, with a retirement effective June 30, 2006.

ARTICLE IV
LEAVE POLICY

A. LEAVES OF ABSENCE

The District shall grant authorized leaves of absence to the members of the teachers' unit upon the recommendation of the Superintendent of Schools and upon Board of Education approval, including, but not limited to, the following:

1. DOCTORAL CANDIDATES

Continuance of education up to and including the Doctor's degree providing it is in an area in which the teacher is working or will work in this District.

2. SCHOLARSHIPS

To allow a teacher to accept a grant, scholarship, fellowship, or other such educational award. A teacher granted such a leave shall receive step credit.

3. POLITICAL OFFICE

Any teacher elected or appointed to a full-time political office.

4. CONVALESCENCE

Convalescence from a serious illness or accident.

5. FEDERATION

Any teacher who shall gain a full-time position in the New York State United Teachers or the American Federation of Teachers.

6. INTERNSHIP

To allow an elementary and/or secondary teacher to complete his/her requirements for a superintendent approved internship.
7. OTHER REASONS AND EXTENSIONS

Any other reason recommended by the Superintendent of Schools and approved by the Board of Education.

Upon recommendation of the Superintendent of Schools and approval of the Board of Education, a member of the teachers' unit who is on an approved leave may receive up to one (1) year extension of that leave.

8. SICK LEAVE ACCUMULATION

Unit members shall be entitled to sick days as follows: Non-tenured - 1 for each month of employment; Tenured -1.4 for each month of employment. Such sick days shall be used in case of personal illness, family illness or physical disability. Each member of the teachers' unit shall be credited in September of each year with the total amount of sick days to which they are entitled for that year.

If any member of the teachers' unit does not use the full amount of sick days allowed in any school year, the amount not used shall be accumulated from year to year with no limit on the amount which may be accumulated. Unit members hired on or after January 1, 1997 may accumulate sick leave from year to year, up to a maximum of 225 days.

A member of the teachers' unit returning from a leave of absence shall be credited with all sick days accumulated prior to such leave.

Any member of the teachers' unit who leaves the District before the end of the school year, having exhausted their accumulated sick days, shall suffer a deduction from their last check of an amount equal to each sick day used in excess of time earned.

In cases of absence for illness or physical disability, the employee shall give his immediate superior as much prior notice as possible both of the absence and of his/her return to duty. A medical doctor's statement may be required for all absences in excess of five (5) days.

Members of the teachers' unit shall be permitted to contribute accumulated sick days to any member of the teachers' unit who has exhausted his/her sick leave. Such sick days shall not exceed fifty (50) school days in any one school year, and shall not be carried over from one school year to the next.

Leave for serious illness in the employee's immediate family shall be granted if the employee wishes to make a formal request to the
Superintendent of Schools that the days absent be deducted from his/her regular sick leave.

The provisions of this section shall not diminish the benefits provided pursuant to the Family Medical Leave Act (FMLA), and the FMLA shall not diminish the benefits set forth in this section.

All members of the teachers' unit shall be advised in writing each September as to their respective sick leave accumulation as of the preceding June 30th.

Members of the teachers' unit employed in summer school work for the District shall be entitled to use two (2) sick leave days from sick leave they have accumulated during the regular school year.

A teacher unit member who has used all available sick days and is still unable to return to work due to continued illness shall be given a medical leave of absence without pay with the continuation of district paid health insurance. Such leave of absence with paid health insurance shall be for a period of no longer than one year.

9. SICK LEAVE BANK

The sick leave bank shall operate to provide unit members who have exhausted their own sick leave additional paid sick leave for extended absences resulting from illness or accidents.

Each unit member may participate in the sick leave bank by submitting to the District a waiver of no more than one (1) day of accumulated sick leave. Upon exhaustion of all sick leave bank days, the bank shall be replenished by deducting one (1) day of accumulated sick leave from each participant in the Bank.

Retirees with maximum accumulation - upon retirement or separation or days beyond maximum payable may donate up to five (5) days per year for employees hired after January 1, 1997 and a total of fifty (50) days for employees hired prior to January 1, 1997.

The sick leave bank shall be administered by a committee consisting of three unit members selected by the Federation and one administrator appointed by the Superintendent. The committee shall act on requests for withdrawals from the bank and their decision shall be final and binding upon unit members, the District and the KTF.
The committee shall distribute sick bank guidelines to all unit members once a year.

10. BEREAVEMENT

Absences due to death of employee's immediate family shall be allowable up to a maximum of five days for each death.

Special consideration may be given by the Superintendent of Schools to bereavement situations not covered by this contract. The Superintendent's decision shall be final.

11. RELIGIOUS

Leave for religious holidays shall be granted only when absence from work is required by the unit member's religion.

12. PERSONAL

Unit members may request up to three (3) personal business days each school year. Approval of personal business days shall be granted by the appropriate administrator upon prior request for such day(s) by a teacher unit member. Personal business days may not be used to extend holidays or vacation periods, except for emergency circumstances and with the express approval of the Superintendent of Schools. Personal business days shall not be cumulative nor shall they be deducted from accumulated sick leave. Unused personal business days shall be added to accumulated sick leave.

13. EMERGENCY ABSENCE

No sick time shall be deducted from a teacher's sick leave when he/she leaves school due to an emergency situation and no substitute is hired for the remainder of the day. Teachers asked to cover such an absence shall do so on a voluntary basis only.

A member of the teachers' unit may be freed to attend a funeral if his/her duties are, in the discretion of the building principal, adequately covered without cost to the District.

14. IMMEDIATE FAMILY

The term, "immediate family" refers to father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law; also grandparents and grandchildren of the unit member and spouse, significant other residing in household.
15. REST AND RECUPERATION LEAVE

a. Members of the teachers' unit who have served fifteen (15) years in the District shall become eligible for a rest and recuperation leave of one (1) school year without pay.

b. No more than one percent (1%) of the teachers' unit shall be granted a rest and recuperation leave in any one year.

c. A member of the teachers' unit granted rest and recuperation leave shall not receive monies in any form from a second employer or business.

d. Requests for rest and recuperation leave shall be in writing. The contents of this written notification shall also specify steps to be taken upon completion of a leave by a teacher wishing to return to work.

16. Any teacher granted a leave of absence shall be so notified in writing. The contents of this notification shall also specify steps to be taken upon completion of a leave by a teacher wishing to return to work.

17. Teachers returning from a leave of absence shall receive all contractual benefits from the first day of their return.

18. Fourteen (14) days prior to May 1 and November 1, the District shall send a registered letter to all teachers' unit members on leaves of absence reminding them of their obligation to inform the District of their desire to return to work, request an extension of leave, or resign and that failure to do so shall be considered an act of self-termination.

B. TIME FOR LEGAL PROCEEDINGS

1. Members of the teachers' unit shall receive time necessary to appear in any legal proceeding connected with his/her employment or with the school system. In such cases a teacher shall suffer no loss of sick leave or personal business days.

2. Members of the teachers' unit who have been subpoenaed to appear in a legal proceeding shall suffer no loss of sick leave or personal business days.

3. A teachers' unit member called to jury duty shall receive his/her regular salary. Any money received from the court, excluding mileage money, shall be returned to the District. The teachers' unit member shall suffer no loss of sick leave or personal business days as a result of jury duty.
C. CHILD REARING LEAVE

A child rearing leave shall be granted to unit members without pay during pregnancy or child rearing which shall apply to adoption of a pre-school aged child. Such leave shall be granted up to three consecutive semesters beyond the semester in which the leave begins. The minimum child rearing leave must be the remainder of a semester in which the unit member commences the leave.

A unit member requesting child care leave shall make such requests in writing to the Superintendent as far in advance as practical, but in no event less than two months prior to the expected birth of the child or two months prior to the expected date of adoption. The time limits set forth above may be waived by the Superintendent in unusual circumstances in which proper notice was impractical.

A unit member granted child rearing leave shall notify the Superintendent in writing of his/her intention to return at the beginning of the Fall semester by April 1, and of an intention to return for Spring semester by November 1.

Any unit member who requests cancellation of the child rearing leave before the commencement of the leave shall be immediately reinstated if a position exists, but in no event shall be reinstated no later than the beginning of the next school year.

No more than one child rearing leave per family per child will be granted except for a major illness or injury.

If during the period covered by child rearing leave, a teacher shall request an additional child rearing leave, the leave in force shall be terminated immediately and an additional leave for not more than two semesters shall be granted, not including the one in which the leave commences provided the leave commences after the start of the semester.

With the approval of the Superintendent, a unit member on a child rearing leave may be permitted to perform substitute teaching service.

ARTICLE V
WORKING CONDITIONS

A. LENGTH OF SCHOOL DAY

The length of the school day for all middle and high school teachers shall be seven hours and twenty minutes and the length of the school day for all
Elementary teachers shall be seven hours. During the activity period, teachers not involved with student activities shall remain available for student consultation. Unit members may be equitably assigned bus duty during the contractual day. Unit members requested to stay beyond the contractual day to perform bus duty, shall be compensated pursuant to Schedule C.

The length of the school day will be shortened by fifteen minutes on Fridays, on those days preceding a holiday, and those days a member of the teachers' unit must attend an after school meeting. This provision dealing with the fifteen minute early dismissal shall not apply to members of the teachers' unit assigned to non-instructional after-school duties on such days.

It is agreed that at the middle school level the District has the right to unilaterally eliminate the activity period, as well as the flexibility to have a schedule of between eight (8) to ten (10) periods per day. The Superintendent agrees to consult with the KTF prior to eliminating the activity period or modifying the number of periods per day.

Every member of the teachers' unit shall be given at least a thirty (30) minute duty free lunch period.

B. SCHOOL CALENDAR (SCHOOL YEAR)

The Unit work year shall be 184 days. Members of the unit shall be present for duty in their assigned schools the first day following Labor Day in September through the Friday concluding regents week in June. Notwithstanding the above, one of the 184 work days per year will occur in the week before the beginning of the school year or an alternative time approved by the building principal. The purpose of this work day is for teachers to prepare for the upcoming school year.

The Superintendent of Schools or his/her designee will consult with the KTF on the calendar. The KTF will have the right to make recommendations to the Superintendent regarding the calendar. The calendar adopted by the Board will include make up dates and cancellation dates.

Elementary Teachers will have three half days of student contact during the last week of school, where students will be released no later than noon.

In addition to the work year described above, unit members shall be required to attend one evening session per year, the traditional open house.
C. CLASS SIZE

1. KINDERGARTEN

The maximum class size for kindergarten classes shall be thirty (30) pupils. A teaching assistant will be hired when the class size reaches thirty (30), unless the teacher in charge of the class indicates that he/she does not want such assistance. The teaching assistant shall not be removed until the class size falls below 28.

2. ELEMENTARY

Grades 1 and 2: Maximum class size, 29 pupils. If classes exceed the maximum, it is expected that another section be formed if space is available. If space is not available, a teaching assistant will be hired, unless the teacher in charge of the class indicates that he/she does not want such assistance.

Grades 3 and 4: Maximum class size, 29 pupils. If classes exceed the maximum, it is expected that another section be formed if space is available. If space is not available, a teaching assistant will be hired, unless the teacher in charge of the class indicates that he/she does not want such assistance.

Grade 5: Maximum class size, 30 pupils. If classes exceed the maximum, it is expected that another section be formed if space is available. If space is not available, a teaching assistant will be hired, unless the teacher in charge of the class indicates that he/she does not want such assistance.

Every effort shall be made to place no more than three (3) Resource Room students in a regular elementary classroom.

School Media Specialists: One school media specialist per 750 students per week.
Vocal Music: One teacher per 750 students per week.
Art: One teacher per 750 students.
Physical Ed: One teacher per 240-250 students per day.

3. MIDDLE SCHOOL

a. The following shall be the maximum class size for the Middle School level:

   Advanced/accelerated classes 30
   Regents classes 30
Regents integrated classes 25
Regents prep classes 25
Skills classes 22
Art classes 32
Music classes 45 (This does not include the performing groups which are also part of the music teacher's schedule.)
Physical Education classes 60 pupils per station

In Technology and Home and Careers classes the class size maximums shall be determined by the number of pupil stations.

b. The placement of the majority of students in any class shall determine that class' designation.

4. HIGH SCHOOL

The following shall be the maximum class sizes at the High School:

Advanced/accelerated classes 30
Regents classes 30
Regents integrated classes 25
Regents prep classes 25
Skills Classes 22
Physical Education classes 120 pupils per station.

In Technology and Home and Careers classes the class size maximum shall be determined by the number of pupil stations.

5. INSTRUMENTAL MUSIC

All levels: 35-50 pupils per day, not to exceed 250 per week. These figures do not include the performing groups which are also part of the instrumental music teachers’ schedules.

6. GUIDANCE

One (1) counselor for 350 students.

7. CLASS MAXIMUMS

a. Consultation
The preceding class size maximums shall not be exceeded without consultation with the Federation to justify the need for such actions.

b. Reporting

Building principals shall, no later than the end of the third week of the school year, report every class size overage to the Superintendent or his/her designated representative and thereafter when new class size overages occur. Written notice of any overages shall then be sent to the President of the Federation promptly and consultation with the Federation shall follow promptly.

D. TRANSFERS AND ASSIGNMENTS

1. ELEMENTARY TENURE AREA ASSIGNMENTS, INVOLUNTARY TRANSFERS DUE TO STAFFING AND/OR STUDENT LEVELS

Each year, the Principals shall solicit from teachers under their jurisdiction the grade and level preference of these teachers. These preferences shall be given careful consideration for the coming year. Teachers will be notified of their tentative assignments for the coming year within a building, including grade levels and/or subjects that they will teach no later than June 1. Final assignment changes may be made by the District until August 15, if necessary. It is understood that teachers may be involuntarily assigned to different grade levels and/or assignments once every three years. The Building Principals will not change a teacher’s grade level assignment unless they meet with the teacher and his/her representative and explain their rationale to them. This meeting shall occur no later than June 30. Teachers may appeal an involuntary reassignment to the Superintendent who shall have the final authority.

Where involuntary transfers are necessary to another building due to staffing and/or student levels, volunteers will be requested first. If there are no volunteers, the teacher with the least district wide seniority in the building will be transferred to another building in an assignment within his or her tenure area.

2. SECONDARY TENURE AREA AND ALL OTHER AREA ASSIGNMENTS AND INVOLUNTARY TRANSFERS DUE TO STAFFING AND STUDENT LEVELS

Each year, the Principals shall solicit from teachers under their jurisdiction the class assignment preferences of those teachers. These preferences shall be given careful consideration for the coming year. Teachers will be notified of their tentative assignments for the coming year within a
building, including the grade level and/or subjects that they will teach no later
than June 15. Final assignment changes may be made by the District until the
opening of school, if necessary. It is understood that the District has the right
to assign teachers to different grade levels and/or assignments within their
tenure area from year to year. The Building Principal will not change a
teacher's class assignment unless he/she meets with the teacher and his/her
representative and explains his/her rationale to them. This meeting shall
occur no later than June 30. Teachers may appeal any involuntary
reassignment to the Superintendent of Schools who shall have the final
authority.

Where involuntary transfers are necessary to another building due
to staffing and/or student levels, volunteers in the appropriate tenure area will
be requested first. If there are no volunteers, the teacher with the least
seniority within the District in the impacted tenure area in the building with
the necessary certification will be transferred to another building in an
assignment within his or her tenure area.

3. TIE BREAKERS

If two or more teachers have the same District seniority within the
building, the following criteria shall be used to determine the order of selection:

a. Permanent certification.
b. Graduate credits and in-service.
c. Date of employment as per Board resolution.

4. RIGHT OF THE SUPERINTENDENT TO IMPLEMENT
IN VOLUNTARY TRANSFER

Notwithstanding the above, the Superintendent reserves the right
to involuntarily transfer unit members if he or she determines that there is a
significant basis for implementing a transfer in the best interest of the school
system. The Superintendent will provide at least thirty (30) days notice to a
teacher prior to implementing a transfer, absent extraordinary circumstances.
Upon the request of the teacher, he/she may request the KTF to arrange a
meeting with the Superintendent to discuss the transfer. It is understood that
involuntary transfer will not be used as a tool to discipline a tenured teacher.

5. TEACHERS RETURNING FROM LEAVE

Teachers who are returning from leave will neither be advantaged
nor disadvantaged by having enjoyed said leave.
6.  VACANCIES AND VOLUNTARY TRANSFERS

The District will post vacancies when they occur for a minimum of ten (10) calendar days. Teachers applying for vacancies or seeking a voluntary transfer shall file a written request to the Assistant Superintendent for Personnel and Administration before the closing date for application. District employees applying for a vacancy or requesting a voluntary transfer will be interviewed if an opening exists. The Superintendent has the final discretion regarding selection of candidates for vacancies and voluntary transfers. The Superintendent may not exercise his/her discretion unreasonably and shall consider the following criteria:

a. Seniority within the District.
b. Tenure area seniority.
c. Other teaching experience.
d. Teacher performance as evidenced in observations and evaluations.
e. The District's educational needs.

7.  TEACHER EXCHANGE PROGRAM

When two elementary school teachers wish to exchange jobs, either within a school or between schools, for a school year, they may do so with the consent of the principal(s) involved. The teachers involved shall maintain all District seniority in their original schools. This shall not violate any part of the transfer policy.

8.  TERMINATION OF EMPLOYMENT

a. The KTF recognizes the District's right to create and abolish any position covered by this Agreement. Should the District find it necessary to reduce the number of staff positions, the following shall apply:

1. KTF shall be notified sixty (60) days prior to the effective date of any District-proposed reduction of positions.

2. A joint committee of the representatives of the District and of KTF shall meet.

3. The Committee may suggest alternative solutions for the District's consideration.
4. Such alternative proposals shall be duly considered in good faith by the District and the District will respond.

5. If the incumbent where the position is abolished is qualified for a vacancy in the area of his/her tenure, the teacher will be reassigned to the vacancy in his/her area of tenure.

b. If it becomes necessary to terminate the employment of a member of the teachers' unit as a result of staff reductions, least seniority within the tenure area(s) shall be the determining factor.

If two or more teachers have the same seniority within the tenure area(s) the following criteria shall be used to determine the teacher(s) whose employment shall be terminated:

1. The teacher with the least seniority within the District.

2. The teacher with the least number of credits above the Bachelor's Degree.

3. The teacher without a Master Degree.

4. The teacher with the least total teaching experience.

c. Excessed teachers shall have priority for per diem and long term substitute assignments in their area of certification.

E. TEACHING AND DUTY ASSIGNMENTS

1. GENERAL

a. Preference Solicitation

Each year, the Principal or his/her designee shall solicit from the teachers under their jurisdiction the grade and level preference of these teachers. These preferences shall be forwarded to the building principal and given careful consideration in determining assignments for the coming year and the principal or the director shall consult with the teachers involved.

b. Teachers' Schedules

All teachers' schedules shall be posted in teachers' rooms within the first month of the school year. Schedules shall be kept up to date.
c. Tentative Schedules

It shall be the obligation of the Principal or appropriate administrator, at least ten (10) school days before the last day that school is in session, to provide each bargaining unit member, in writing, with his/her tentative schedule of school(s), subject(s) and track(s) for the coming year. Period assignments will be included where possible. If changes are made in the tentative schedule, bargaining unit members involved shall be informed as changes are made. Special Education Teachers will be provided class lists as part of their assignment.

d. Acceptance of a student teacher by a member of the teachers’ unit shall be voluntary.

e. Traveling Teacher

If it becomes necessary for a teachers’ unit member to teach in more than one school, such assignment shall be given to the properly certified unit member who has the least District seniority within the department in those buildings involved.

f. All teachers shall be given notice at least two (2) school days in advance of any special programs or activities that will cancel or interrupt their schedules except in emergencies.

g. “Home” School Assignments

Members of the teachers’ unit serving more than one school shall not be required to perform non-instructional duties except in that school designated as their “home” school, or in emergency situations. Home school shall be defined as that school where the teacher spends most of his/her time. In those cases where time is equally divided among two or more schools, home school shall be that school where the teacher receives his/her paycheck.

2. SECONDARY

a. Class Assignments

All teachers (with the exception of physical education teachers and remedial reading and math teachers) shall have five (5) instructional periods. Full-time physical education teachers, remedial reading and remedial math teachers shall have six (6) instructional periods per day.

Members of the bargaining unit may volunteer for a sixth teaching assignment. It is understood that any such assignment is voluntary
and in lieu of a non-teaching duty. It is also understood that 1) non-tenured teachers shall not teach a sixth teaching assignment, 2) a refusal to volunteer shall not be held against the teacher, 3) sections shall be available and posted per contract, 4) no more than two extra sections per department shall be assigned at any one time and 5) it is the intent of the parties that this provision be used to deal with parts of a position as opposed to supplanting an entire position.

b. Consecutive Assignments

Every effort shall be made to avoid more than three (3) consecutive assigned periods in any school day.

c. Preparations

Every effort shall be made to avoid more than two different preparations.

d. Daily Schedule

Except for lunch periods, a traditional daily schedule shall be instituted in all secondary schools. This does not preclude a Building Leadership Team and staff from proposing an alternative pilot schedule as part of a Building Leadership Team plan. As with all Building Leadership Team plans such a schedule change may occur only with administrative approval.

e. Unassigned Periods

Every Secondary classroom teacher shall have at least one (1) unassigned period per day. During this unassigned period the teacher shall be available for conferences with administrators, supervisors and parents.

f. Basic Classes

Basic classes at each level shall be rotated among those people qualified by training and/or experience and compatibility with the assignment requested. Where such requests do not cover the existing number of Basic classes, additional classes shall be rotated regularly among all teachers.

g. Instrumental Music

On the Secondary level there shall be a rotating schedule for instrumental music lessons.
h. Floating Teacher

1. The District recognizes the need to reduce the use of floating teachers. Every effort shall be made to schedule teachers so that the number of floating teachers can be kept to a minimum.

2. In the scheduling of room assignments for teachers, every effort shall be made to assure that the same room will be used by a teacher throughout the day. In any multi-classroom assignment, special attention will be given to keeping the distance between assigned rooms minimal. Every effort shall be made to rotate any existing floating teacher assignment to prevent any teacher from having such assignment for consecutive years.

3. Where feasible, each department at the High School shall have its classes grouped in one area of the building.

i. Schedule Stability

Every effort shall be made to avoid any change in class assignment from the beginning of a course to its termination. When it becomes necessary due to decreased class enrollment or the need to create new sections, such changes may be made. In all cases, changes may be made only after prior consultation with the Federation.

3. ELEMENTARY

a. School Assignment

Every effort shall be made to assign members of the teachers’ unit to one (1) school. When it is deemed a necessity, however, teachers of kindergarten, elementary art, elementary music, elementary physical education, elementary library, nurse teachers and registered nurses may be assigned to two (2) schools on any school day. When assigning a member of the teachers’ unit to more than one (1) school, every effort shall be made to keep the distance between assigned schools minimal.

This section shall not apply to psychologists, social workers, attendance officers, teachers of the legally deaf or blind, and speech therapists.

b. Special Subjects

1. Every effort shall be made, within budgetary limitations and available facilities, to provide physical education, art, music and library sessions at least once a week for each grade (K-5).
2. At the elementary level, every effort shall be made to schedule special subjects (i.e. art, vocal music, physical education and library) in such a manner that each class shall have a special subject scheduled for each school day. Such a procedure will reduce imbalance in the student's daily program. Every administrator must give in writing the reason(s) for not implementing this schedule.

3. Unit members who have athletic coaching assignments may leave for their assignments as soon as the students have completed the regularly scheduled academic day.

c. Preparation Periods

1. Every effort shall be made to see that all special teachers (librarians, art, speech therapists, music, physical education) at the Elementary level shall be given one (1) preparation period of no less than forty (40) minutes daily, in addition to their duty-free lunch period.

2. Every effort will be made to provide a minimum of 40 unencumbered continuous minutes of preparation time for elementary classroom teachers with required consultation associated with Title I and/or special education to be held during other available time.

d. Teacher-in-Charge

Except in schools having an Assistant or Vice Principal, the contract shall allow for the appointment of a teacher to act as an elementary Teacher-in-Charge only in the absence of the principal and at no other time. This appointment shall not exceed a period of five (5) work days for each occurrence. If there is prior knowledge of an extended absence of a building principal, an acting principal shall be appointed from the first day of absence. There shall be a yearly stipend paid to the Teacher-in-Charge as per Schedule C.

e. Parent-Teacher Conferences

Every effort shall be made by each elementary teacher to schedule and participate in at least one parent conference per enrolled student each year.

Each teacher shall keep a record of such effort to be presented to the principal upon request.

There shall be two (2) half-days (three (3) hours each) scheduled per year by the District, for parent-teacher conferences.
Each teacher assigned to an elementary school shall be available on two (2) nights during the school year for the purpose of facilitating Parent-Teacher Conferences. An equivalent amount of compensatory time shall be mutually arranged by the District and the KTF which shall occur during the two-week period following the night events.

f. Uninterrupted Teaching Time

Every effort shall be made for each elementary teacher to have at least one uninterrupted continuous hour of teaching time per day.

4. NON-INSTRUCTIONAL DUTIES

a. EQUITABLE ASSIGNMENT

Members of the teachers’ unit shall be required to perform those non-instructional duties equitably assigned by the appropriate administrator so long as those duties are performed during the regular school day. Members of the teachers’ unit shall not be required to perform lunch room supervision duties.

b. PRIORITY OF ASSIGNMENTS

Members of the teachers’ unit shall not be assigned to non-instructional duties during those times when they have been assigned instructional or supervisory responsibilities, except in emergency situations.

c. SCHOOL MEDIA SPECIALISTS

1. School Media Specialists shall not be given homeroom assignments; nor shall homerooms be assigned to libraries.

2. Elementary School Media Specialists shall be allowed to close libraries as of the Monday before the closing of school, for inventory purposes.

3. School Media Specialists shall not be assigned non-instructional duties.

d. NURSE-TEACHERS AND REGISTERED NURSES

1. The District agrees that nurse-teachers and registered nurses shall not be asked to perform duties unrelated to their professional assignments.
2. Nurses assigned to Kingston High School may be assigned an adjusted work day between 8:00 a.m. and 4:00 p.m. not to exceed seven (7) hours and fifteen (15) minutes.

3. When so directed by administration, nurse-teachers and registered nurses shall assist with emergencies involving students on or off school grounds during their regular work day.

4. School nurse/teachers will receive one prep period per day. Registered nurses will receive one fifteen minute break per day.

e. EXTRACURRICULAR ACTIVITIES

Teacher participation beyond the school day in all activities involving students shall be voluntary. All members of the teachers' unit of the school involved shall be given the opportunity to volunteer for such duty and all volunteers shall be assigned on a rotating basis. However, when certain technical knowledge is required, the Athletic Director shall select the best qualified member of the teachers' unit.

f. SUPERVISION OF ATHLETIC EVENTS

When personnel are required for general supervision of athletic events, consideration shall be given to the members of the teachers' unit.

F. MEETINGS: FACULTY, DEPARTMENT, GRADE LEVEL OR INSTRUCTIONAL GROUPS.

There shall be no more than two required meetings per month to include general faculty, department, grade level or instructional groups. Additional meetings may be scheduled in emergency situations requiring a faculty's immediate attention. Meetings shall be no more than one (1) hour in length and begin no later than the end of the teachers' workday.

Faculty meetings may be conducted at the beginning of the workday instead of after school, if 100% of the faculty in a building agrees to morning faculty meetings for the year.

Meetings shall be scheduled in advance for each school year. In addition, unit members shall be given two days notice of any meetings with a proposed agenda, except for emergency meetings.
G. TEACHER PROTECTION

1. PERSONNEL FILES

Official personnel files shall be maintained under the procedures set forth below. No personnel file shall be kept on members of the teachers' unit other than the official personnel file. This file shall be kept in the Central Administration Building.

a. File Material

No derogatory material or adverse criticism of a unit member's conduct, service, character or personality shall be placed in the personnel file unless such materials are shown to the unit member, who must then be permitted to discuss fully the allegations with those in a supervisory capacity. Thereafter, the District, in its discretion, may make a written record which shall be shown to the member.

The unit member shall acknowledge that he/she has read such materials by affixing his/her signature on the actual copy to be filed. Such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the content. The unit member shall have the right to respond to the written material and his/her answer shall be attached to the file copy.

Each unit member will receive a copy of any material placed in the file pursuant to this provision.

b. Access to File

Upon request by the member of the teachers' unit he/she shall be permitted to examine his/her personnel file. A unit member may be accompanied by another unit member when he/she reviews his/her personnel file.

c. Restricted Material

The unit member will be entitled to review all matters in his or her personnel file, except for confidential materials.

d. A member of the teachers' unit shall have the right to make copies of any document in his/her personnel file except those dated prior to July 1, 1968.
2. ASSAULTS ON TEACHERS

Principals shall be required to report to the Superintendent of Schools all cases of physical assault suffered by teachers in connection with their employment. Every attempt will be made to notify the building representative in a timely manner.

3. HANDLING OF ORAL COMPLAINTS

The District shall notify unit members when there is a written or oral complaint made to District administration regarding the unit member.

4. DISCIPLINE INTERVIEWS

Whenever a tenured teacher is summoned for an interview for the record which may lead to disciplinary action, he/she shall be entitled to be accompanied by a Federation representative and/or by a lawyer, and he/she shall be informed of this right. He/she shall receive two days notice of such summons, and the reason for the summons. Such notice and statement shall be in writing. For a tenured teacher, an interview which is not held in accordance with these conditions shall not be considered part of the employee's personnel file or record, and neither the fact of the interview nor any statements made at the interview by either the administrator or the teacher may be used in any subsequent proceeding involving the employee.

This provision shall not deny investigatory proceedings which may lead to a discipline interview. Such investigatory proceedings shall not be part of any personnel file.

5. EVALUATION PROCEDURE

a. Classroom observation of teachers for the purpose of evaluation shall be done only by appropriate administrative personnel who shall be present in the room for the observation. No mechanical nor electronic devices shall be used to record such observations, except that observers will have the right to use portable computers as long as they are quiet in doing so. This does not preclude the right of any teacher or interested party from making use of electronic devices, such as tape recorders, etc., for instructional or educational purposes, provided that both the teacher's and the administrator's written approval have been obtained in advance. Copies of such approval shall be placed in the unit member's personnel file.

b. The primary purpose of the teacher evaluation is for the improvement of instruction. To meet this objective, each teacher shall be
entitled to a uniform, fair and objective evaluation. The evaluation procedure implemented by the District shall entitle each teacher to the following rights:

1. To know what is expected of him or her.

2. To know how he or she is doing with respect to those expectations.

3. Constructive suggestions regarding how he or she can better meet the expectations.

4. Ongoing assistance to the teacher experiencing difficulty in meeting the expectations.

5. Being informed in writing of the consequences if the teacher does not satisfactorily overcome the difficulties.

6. Time to correct difficulties as noted in meeting the expectations.

7. In the event a probationer’s evaluations do not support a recommendation for reemployment, the administration shall provide a written warning to that effect and shall schedule a conference with the employee to afford a final opportunity to improve his or her performance in order to continue employment.

8. The probationary teacher will be notified in writing of a Superintendent’s negative tenure recommendation or a recommendation to terminate the probationary appointment no later than ninety (90) days before the end of the probationary term or the effective date of termination of a probationary appointment mid-term. If the Board of Education overrides a Superintendent’s positive tenure recommendation, the teacher shall be notified of the board’s advisory vote no later than sixty (60) days before the end of the probationary term. July and August shall not be counted in the sixty (60) and ninety (90) day calculations.

c. The District agrees to comply with the provisions of the Fair Dismissal Law in Section 3031 of the N.Y.S. Education Law.

6. OBSERVATION OF TENURED TEACHERS

When an observation of a tenured teacher has occurred, a consultation shall be held upon request of the teacher or the administrator.
7. PERMANENT SUBSTITUTES

Persons hired as permanent substitutes are subject to all provisions of this contract except that: (a) they may not be granted a leave of absence, and (b) they may not accrue seniority rights while serving in this capacity.

It may happen that a person who has served as a permanent substitute is subsequently given a probationary appointment in a tenure area in which he/she has served as a permanent substitute for a minimum of one (1) semester. In that event, seniority time and probationary credit shall be granted up to a maximum of two years.

Except in matters of displacing and excessing, a permanent substitute occupies the position of a teacher on an approved leave of absence until the leave is terminated.

8. PARENT VOLUNTEER PROGRAM

If a parent volunteer program is approved by the District for any given school, it shall be understood that the program shall in no way be used to replace any teacher unit member, nor to reduce the benefits, salary or full-time employment of any teacher unit member. The use of a parent volunteer by a teacher unit member shall be voluntary. The District and the Federation encourage parent volunteers as support to the professional staff.

H. FACILITIES, SERVICE, AND SUPPLIES

1. UNIT MEMBER FACILITIES

Every effort shall be made to make unit member facilities comparable in every school.

a. Within budgetary limitations, a program shall be developed to bring the nurses’ medical facilities up to State standards.

b. Within budgetary limitations, every effort shall be made to adequately equip a room in each school for a speech therapist.

c. Within budgetary limitations, every effort shall be made to improve library facilities throughout the District.

2. NEW FACILITIES

a. Teachers shall be consulted in planning new physical facilities in the School District.
b. When it is necessary for the District to establish new facilities, qualified teachers shall be employed where needed prior to student use for the purpose of readying the facilities. Persons employed shall be paid according to the contract.

3. SPECIAL SUBJECT AREAS

Every effort shall be made to schedule subjects only in facilities designed for that subject area.

4. TYPEWRITERS AND CLERK TYPISTS

There shall be in each elementary school one (1) standard typewriter and one (1) primary typewriter for the teachers' use. The District shall furnish clerk typists, two (2) at KHS and one (1) at each Middle School, on a full-time basis to type and duplicate materials for the teaching staff. At the Elementary level, one (1) clerk typist shall be placed at Edson and George Washington to do typing and duplicating work for the teachers at least two (2) hours of their daily schedule. Effective September 1, 2005, at least one computer will be available at each elementary school for teacher use.

5. SPECIAL EDUCATION ALLOTMENT AND EQUIPMENT

The District shall allot $30.00 per child for instructional supplies and materials for special education classes when textbooks are provided for each child by the building principal. The District shall allot $60.00 per child for instructional supplies and materials for special education classes when textbooks are not provided for each child by the building principal. Each new special education class shall be properly supplied. A record player shall be made available for each teacher of a special education class.

6. REQUISITIONS

a. Audio Visual

All audio-visual aids shall be ordered by the teacher with the approval of his/her principal. The principal shall submit such order to the appropriate Assistant Superintendent. Should the order be denied, the appropriate Assistant Superintendent shall make the reason for his/her decision known to the principal, who will inform the teacher involved.
b. Other

1. Reductions
   Whenever it is necessary to reduce an order, there shall be a consultation between the member of the teachers' unit initiating the order and the person authorized to make the reduction. If the final reduction is to be other than that which the unit member recommended in consultation, the unit member shall be so informed in writing once a final decision has been reached.

2. Arrival Time
   Once approved, requisitions shall be processed as soon as possible to ensure timely arrival of materials.

3. Forms
   All requisition forms issued to members of the teachers' unit shall contain a column where unit members may indicate that there is a need on September 1st for particular item(s).

7. FILE CABINETS
   The District agrees to provide a file cabinet for each teacher.

8. INSTRUCTIONAL MATERIALS
   Each teachers' unit member shall be supplied with the necessary instructional materials, including texts, in all areas and courses within the limits of the approved budget allocations, except for the following:

   a. In the courses in Technology, materials used in furniture making shall be supplied by the District up to the limit of $5.00 per student per course. When the cost of the materials for a student's project exceeds $5.00 in any course, the student shall be charged for the excess.

   b. Teachers may not require students to purchase supplemental materials, such as books, review books, etc., without first obtaining permission from his/her principal.

9. TEACHER ACCESS TO PETTY CASH FUNDS
   Each member of the teachers' unit shall, after securing the approval of the appropriate administrator, have the right to make necessary purchases out of his/her school's revolving petty cash fund.
I. MATTERS INVOLVING STUDENTS

1. STUDENT DISCIPLINE

   a. Responsibility

       Each teacher is responsible for the discipline of the pupils in his/her classroom, subject to existing District policy and administrative regulations. Each year, the District shall distribute to unit members a copy of its policy prohibiting corporal punishment and the use of physical force.

   b. Removal of a Disruptive Child

       In the event that the presence of any pupil or pupils becomes unduly disruptive to the conducting of instruction or threatens the welfare and/or safety of the teacher and/or pupils, the teacher is authorized to forthwith remove such pupil or pupils from the class. Such pupils shall not be returned to the class by the principal until consultation with the teacher involved.

2. DISCIPLINE COMMITTEE

    A district committee, which shall include teachers, shall continue to make recommendations for District approval for the updating of specific discipline policies. The committee shall meet at the discretion of its members.

3. COMMITTEE ON SPECIAL EDUCATION

    The teacher unit member who refers a child to the Committee on Special Education shall be notified at least two (2) school days prior to the meeting concerning the student’s placement, barring an emergency situation. The teacher who refers a child to the Committee on Special Education shall have the option to appear and speak to the committee.

4. INDIVIDUALIZED EDUCATIONAL PLANS

    One day shall be scheduled by the District for every special education teacher to write Individualized Educational Plans. Speech Therapists with a case load of twelve (12) direct service students shall also get one day to write IEPs. Those serving fewer than twelve (12) may have time prorated at the discretion of the Superintendent of Schools.
5. NOTICE OF NEW STUDENTS

Special Education Teachers shall be given at least two school days notice prior to the entrance of a new student into his/her class.

6. STUDENT PLACEMENT

a. Placement of Students

Under the provisions of established District policy, the teachers and administrators shall confer on the placement of pupils. The final decision on pupil assignment to a particular grade, class or teacher shall be the responsibility of the building administrator. Where an administrator does not accept teacher recommendations on placement, or changes a report card grade, the record shall so indicate.

b. Course Placement

Each student who is considered for a course for which he/she has not completed prerequisites shall be considered on an individual basis. The final determination for placement without prerequisites shall be determined by the administrator, based upon recommendations by the teachers, guidance counselors and subject supervisor involved.

c. Language Placement

Teacher recommendations for student placement in language classes shall be given strong consideration before final placement.

d. Student Changes

Every effort shall be made to make it possible for students to change tracks for individual subjects.

J. OTHER TEACHING ASSIGNMENTS

1. SUMMER SCHOOL

All positions in Summer School shall be filled by regularly employed members of the teachers’ unit of the District before consideration is given to any other applicants.

In filling summer school positions, incumbents whose performance has been satisfactory shall be rehired based on summer school seniority, then
District seniority in the tenure area. If other vacancies exist, the selection shall be based on certification and qualifications needed for the respective positions, as well as District seniority in the tenure area of the vacancy. Incumbents may request and receive a leave of absence once every five (5) years.

A teacher may refuse employment in the Summer School program in any one (1) year within a five (5) year period without losing his/her accumulation of years for seniority. That one (1) year, however, shall not be counted as a year of employment when figuring accumulation of years for seniority.

2. ADULT EDUCATION AND ALTERNATIVE EDUCATION

All positions in Adult Education and/or Alternative Education shall be filled by regularly employed members of the teachers’ unit of the District before consideration is given to any other applicants.

In filling adult education and/or alternative education positions, incumbents whose performance has been satisfactory shall be rehired based on program seniority, then District seniority in the tenure area. If other vacancies exist, the selection shall be based on certification and qualifications needed for the respective positions, as well as District seniority in the tenure area of the vacancy. Incumbents may request and receive a leave of absence once every five (5) years.

The Adult Education and/or Alternative Education Director shall notify the Personnel Office of all available adult education teaching positions not less than fifteen (15) school days prior to the starting date of any class.

Upon receipt of such notification, the Personnel Office shall notify teachers’ unit members of all such openings by posting said notices on teachers’ bulletin boards.

Members of the teachers’ unit desirous of applying for such teaching positions must do so through the Personnel Office within five (5) school days following notification of available openings.

All teaching positions in Adult Education and/or Alternative Education which become available after the notification deadline shall be filled through the Personnel Office after every effort has been made to meet the preferences of interested teachers’ unit members.
K. CURRICULUM DEVELOPMENT

Teachers' unit members shall be notified, in writing, of all available positions.

L. IN-SERVICE COURSE

1. INSTRUCTORS

To obtain in-service course instructors, the District shall first give consideration to qualified personnel from the teachers' unit.

2. APPLICANTS

For those in-service courses totally financed by the District, members of the teachers' unit who meet the course requirements and are within contractual limitations shall be accepted in filling classes for in-service courses before consideration is given to applicants outside the teachers' unit.

M. JOB OPENINGS

Posted in each teachers' room shall be notification of all vacancies for positions other than classroom teaching positions, with the exception of the Superintendency, before notice is given to any other applicant. Such notice shall include a written job description, criteria for the new position and a date for filing an application for the new position.

Vacancies occurring after the last day of teacher attendance in June and before the first day of teacher attendance in September shall be prominently posted in Central Administration and in each school's main office and shall be posted on the District web site.

N. COMMITTEE ASSIGNMENTS

1. Except as otherwise set forth in this contract all assignments shall be voluntary. Where an adequate number of volunteers are unavailable, teachers may be appointed to committee assignments. However, such assignments shall be rotated. Committee meetings shall be held during school time when scheduling permits.

2. Every effort will be made to provide notice to building representatives and to the President of KTF or his/her designee regarding building committee opportunities.
3. TEXTBOOK EVALUATION AND STANDARDIZED TESTING COMMITTEES

a. Committees involving teachers shall, as the need arises, evaluate textbooks and make their recommendations to the Assistant Superintendent for Instruction. The Superintendent of Schools, in turn, shall make final recommendations to the Board of Education for approval. If the Assistant Superintendent or the Superintendent alter the recommendations of the committee, they shall advise the committees the reasons for the change.

b. Teachers shall serve on the committee conducting an evaluation of the standardized testing program in use in the District.

O. MONEY COLLECTION

It shall not be the responsibility of the classroom teacher to collect lunch money or monies for any parent-teacher organizations.

P. PUBLIC ADDRESS SYSTEMS

The use of building public address systems for “all station” calls shall be limited to two (2) such calls per day. The scheduling of the two (2) calls shall be the prerogative of the appropriate building administrator, except that the first call shall be during the morning session and the second shall be during the afternoon session. No other “all station” interruptions shall occur except in the case of an emergency situation which concerns: (a) the health and/or welfare of the students, or (b) the health and/or welfare of the staff. In those secondary school buildings where direct station-to-station phone communications can be made between the office and the individual classrooms, such communications shall be limited to the last three (3) minutes of any class period. No other station-to-station interruptions shall occur except in the case of an emergency situation which concerns: (a) the health and/or welfare of the students, or (b) the health and/or welfare of the teacher in charge of the class.

Q. SIGN-OUT SHEET

A member of the teachers’ unit must use the Sign-out/Sign-in sheet in each building when it is necessary for him/her to leave his/her building during the school day. He/she shall list his/her destination.

R. PSYCHOLOGISTS

1. No psychological and/or psychiatric report of any child enrolled in the public schools in the Kingston City School District shall be released to any third party other than members of the professional staff without written
consent of the parent or by order of the court. Upon the receipt of such request the psychologist who prepared the report shall be duly notified providing the psychologist is still an employee of the District.

2. File cabinets used by the school psychologist in the home school office shall be provided with locks. The entrance door to the home school office shall be properly equipped with a lock.

3. Every effort shall be made to provide adequate facilities for psychological services in each school within budgetary limitations and available facilities.

4. Equipment including a telephone, file cabinet, desk and chairs shall be provided for each psychologist's office in the home school.

5. Clerical and stenographic assistance shall be available to all school psychologists through the Special Education Office.

ARTICLE VI
MISCELLANEOUS PROVISIONS

A. RIGHT OF OBSERVATION

The right to observe and/or evaluate unit members is reserved and retained by the administrative-supervisory staff.

B. SUBSTITUTE TEACHERS

Every effort shall be made to hire substitutes for classroom and special teachers who are absent except as explained in Article IV.A.13, and not including remedial reading teachers, instrumental music teachers, speech therapists, psychologists, attendance teachers, guidance counselors and social workers.

C. MENTORING

The parties shall continue to develop and expand a mentoring program for all non-tenured teachers.

1. Class Visitation

Provision shall be made for members of the teachers' unit to observe classes in operation, at the discretion of the appropriate administrators.
ARTICLE VII
GRIEVANCE PROCEDURE

It is the objective of the parties to this agreement to encourage the prompt and informal resolution of employee complaints as they arise, and to provide just and orderly procedures for adjustment of complaints.

A. DEFINITION OF GRIEVANCE

A grievance shall be a complaint by an employee in the bargaining unit or by a group of employees in the bargaining unit that there has been a violation or misinterpretation of one of the provisions of this Agreement.

B. GRIEVANCES ON BEHALF OF INDIVIDUALS

In all instances where the Federation is processing a grievance on behalf of an individual or individuals, these individuals may be present at all stages of the grievance procedure.

C. INFORMAL PRESENTATION

If, after an informal oral presentation of an alleged grievance by the Federation grievance committee to an employee’s immediate supervisor, mutual agreement has not occurred, the Federation may, within a time limit of 20 school days, proceed to the formal steps set forth below. If the Federation does not proceed to the formal steps within the 20 school day time limit, the grievance is deemed waived.

D. INITIATION OF GRIEVANCES

The Federation has the right to initiate or appeal a grievance alleging violation of this agreement. Such action shall be initiated at the step of the grievance procedure involving the immediate superior of the person alleged to have committed the violation. At a meeting pursuant to this section, the Federation may be represented by its grievance committee.

E. TIME OF CONFERENCES

Conferences held under this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. At least forty-eight (48) hours notice must be given of such a conference. When such conferences are held on a school day during school hours, all persons who attend shall be excused from other professional responsibilities with full pay for that purpose.

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F. FAILURE TO PROCEED

Failure of the responsible school officer at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure to appeal a grievance to the next step within the time limits shall be deemed to be acceptance of the decision rendered.

G. FORMAL STEPS

Formal steps to be followed in processing a grievance:

STEP ONE - A written grievance shall be filed in the office of the appropriate administrator of the school where the act occurred. It shall be filed by the Federation grievance committee. The head of the school shall schedule a conference to occur within five (5) school days following the filing date for discussion of the problem. The head of the school, the aggrieved party or parties, and the representatives designated by the Federation shall be present. In those instances where the grievance involves the actions of a Director or Coordinator or an administrator responsible to the head of the school, this person or persons shall be present. Within five (5) school days of such conference, the head of the school shall render a written decision, copies of which shall be submitted to all parties present and a copy shall be made a part of the school head’s official file.

STEP TWO - If the grievance has not been resolved at Step One, an appeal may be filed with the Superintendent of Schools by a designated representative of the Federation within ten (10) school days after receipt of the decision at Step One. The appeal shall be in writing specifically setting forth the reason for the appeal and shall be accompanied by a copy of the decision at Step One. The Superintendent of Schools or his/her designated representative, within ten (10) school days, shall meet and confer with the aggrieved party or parties and the designated representatives, not to exceed three (3) of the Federation in an effort to resolve the grievance. The head of the school involved may be present to state his/her views. Within five (5) school days of such conference, the Superintendent of Schools, or his/her previously designated representative, shall render in writing his/her findings and decision, copies of which shall be submitted to all parties present, and a copy shall be made a part of the Superintendent’s official file.

STEP THREE - If the grievance is not resolved at Step Two, an appeal may be filed by a designated representative of the Federation with the Board of Education through the President of the Board or the Vice President of the Board within ten (10) school days after the decision in Step Two is received. If neither officer of the Board is available, the appeal may be made to any
member of the Board. The appeal shall be in writing, specifically setting forth the reason for the appeal, and shall be accompanied by a copy of the decision at Step Two. The Board of Education within fifteen (15) school days after receipt of the appeal shall hold a hearing on the appeal. The aggrieved party or parties, the designated representatives, not to exceed five (5), of the Federation, the head of the school from Step One, and the Superintendent of Schools shall be present. Within five (5) school days, the Board of Education shall render in writing its findings and decision, copies of which shall be submitted to all parties present and a copy shall be made a part of the official files of the Board of Education.

STEP FOUR - A grievance dispute which involves contract interpretation and was not resolved at Step Three of this procedure, may be submitted by the Federation to arbitration for decision. A grievance may not be submitted to arbitration unless a decision has been rendered by the Board of Education under Step Three, or unless the time limit specified for such a decision has expired and no decision has been forthcoming.

The arbitration proceeding may be initiated by a designated representative of the Federation notifying the Board of Education of the desire for arbitration. Such notification shall be filed within fifteen (15) school days after receipt of the decision of the Board of Education acting under Step Three of this procedure. Where no decision has been issued within the time specified in Step Three, the notice of arbitration shall be filed within fifteen (15) school days after the expiration of this time limit. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator.

Not later than ten (10) school days after such written notice has been received by the Board of Education, the Board and the Federation, through their representatives, shall agree upon an arbitrator. Failing such agreement, not later than fifteen (15) days after the written notice has been received by the Board, the matter shall be submitted for arbitration to the American Arbitration Association. Arbitration will then proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator shall issue his or her decision no later than thirty (30) days after the date of the closing of the hearings, or thirty (30) days from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The arbitrator's decision shall be accepted as final by the parties to the dispute and all will abide by it. The Board of Education agrees that it will apply to all substantially similar situations and the Federation agrees that it will not bring or continue any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.
H. EXPENSES

Any expenses incurred by an arbitration proceeding shall be borne equally by the Federation and the District.

ARTICLE VIII
FEDERATION RIGHTS

A. REGULAR MEETINGS WITH ADMINISTRATION

The head of each school and/or his representative and the schools' Federation representative shall meet at the request of either party to discuss matters relating to school policy and the implementation of the contract in the school. These meetings shall be held at a mutually agreeable time. The Superintendent and/or his/her representative and representatives of the Federation shall meet at the request of either party to discuss matters of district policy and matters relating to the implementation of the contract. These meetings shall be held at a mutually agreeable time.

B. FEDERATION MEETINGS

The Federation is authorized to conduct meetings on District property. The Federation shall be subject to District policy regarding use of District property except that it shall not be necessary for the Federation to file an application for such use. The Federation shall, however, clear the use of any building with the appropriate building administrator.

C. FEDERATION REPRESENTATIVE

The Federation representative shall be given the opportunity at the end of any faculty meeting to talk to the staff. Attendance shall be voluntary.

D. AGENCY FEE DEDUCTION

The District shall deduct from the salary of unit members an agency fee as certified by the Federation to the Superintendent. The Federation shall notify the Superintendent at least thirty (30) days prior to the effective date of the agency fee deduction of any change in the deduction. The KTF may only make one change to the deduction per year.

E. DISTRIBUTION OF FEDERATION MATERIALS

The Federation shall be authorized to distribute materials pertinent to organizational business via the "Pony Express".

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F. BOARD AGENDA, RESOLUTIONS, REPORTS AND MINUTES

The District shall give the Federation its agenda, when available, for all public meetings, and notification, when possible, in advance of special meetings. In addition, it shall give the Federation minutes of all public meetings and copies of all resolutions and public reports.

G. BOARD POLICY MANUAL

One up-to-date copy of the Board Policy Manual shall be made available to the KTF to be placed in each school building.

H. BULLETIN BOARDS

Bulletin board space for Federation use in the teachers' rooms shall be provided in each school.

I. FEDERATION CONFERENCE DAYS

The District shall provide up to twenty days during each school year, with pay, to the President of the Federation or his/her designee for the purpose of conducting or participating in KTF business.

J. FEDERATION PRESIDENT

The daily schedule of the Federation President shall be arranged such that the last 135 minutes of each school day shall be release time for availability for District Committee work and/or Federation work. The KTF shall pay to the District 1/5th of the salary of the replacement teacher at the BA Step 1 rate. In the event that District Committee work is required, such work shall take precedence over Federation work. The President will also be available during the last period of the day or at some other mutually convenient time for the purpose of meetings with students or parents.

K. CHIEF BUILDING OFFICER

The KTF Chief Building Officer at each secondary school shall be assigned no supervisory responsibilities. The KTF Chief Building Officer at each elementary school shall not be assigned bus duty.

L. FEDERATION CHAIRPERSONS

The Federation membership chairperson and the sick day bank chairperson shall have at least one unscheduled period of one-half hour per week to conduct the appropriate business of that office.
M. FEDERATION GRIEVANCE COMMITTEE

1. The schedule of the Federation's grievance committee chairperson shall be arranged so that he/she is free from all professional responsibilities during the last forty-five (45) minutes of each school day.

2. Grievance committee members shall be permitted to leave their buildings immediately upon dismissal of students when necessary to attend to matters related to grievance(s).

N. NOTIFICATION OF NEW EMPLOYEES

As soon as possible after August 1, the Federation shall be provided with a list of new employees in the teachers' unit, their building assignments, and mailing address. Any additional appointments shall be forwarded to the Federation on a weekly basis as they occur.

O. COPIES OF THE CONTRACT

The District shall provide the Federation with 1,000 copies of the Agreement within thirty (30) days of its signing by both parties for Federation use and distribution to unit members.

ARTICLE IX

MATTERS NOT COVERED

There shall be no change in terms and conditions of employment of matters not covered by this Agreement except by mutual consent of the parties. Terms and conditions of employment shall be considered those defined by PERB.

ARTICLE X

NO-STRIKE PLEDGE

The Federation and the District recognize that strikes by teachers are contrary to law and public policy. The Federation and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Federation agrees that it will not strike, conduct a slow down or work stoppage against the District, or assist or participate in any strike, slow down or work stoppage against the District, or impose an obligation upon its members to conduct, assist or participate in any strike, slow down or work stoppage.
ARTICLE XI
DURATION

This agreement shall be in force from July 1, 2009, through June 30, 2011. Package submission date for the negotiations for the 2011 contract shall be no later than the end of February, 2011. Negotiations on the package shall begin no later than March 15, 2011.

This contract was duly ratified by the Board of Education of the City School District of the City of Kingston and by the Kingston Teachers' Federation, affiliated with the New York State United Teachers and the American Federation of Teachers, AFL-CIO, and that ratification is indicated by the presence of the signatures below.

THE CITY SCHOOL DISTRICT OF THE CITY OF KINGSTON:
BY: [Signature]
DATE: 8-25-10

KINGSTON TEACHERS FEDERATION:
BY: [Signature]
DATE: 8-25-10
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SALARY SCHEDULE C

There shall be a longevity schedule established for Salary Schedule C. A teacher unit member may refuse employment in any position of Salary Schedule C for one year within a five year period without losing his/her accumulation of years for longevity credit. That one year, however, shall not be counted as a year on employment (in Salary Schedule C) when figuring accumulation of years for longevity credit. Remuneration for longevity in activities/positions shall be paid on the same pro-rated basis as the sharing occurs.

Payment for unit members involved in full year activities shall be processed twice during the school year (the second payroll in December and the second payroll in June). Hourly payments shall be processed each respective pay period. A longevity point is equivalent to $113.99 in 2004-05; $119.12 in 2005-06; $124.48 in 2006-07; $130.09 in 2007-08; and $135.94 in 2008-09.

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