

**CONTRACT**

**OLEAN CITY SCHOOL DISTRICT**

**AND**

**OLEAN TEACHERS ASSOCIATION**

Begins: September 1, 2020  
Ends: August 31, 2025

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Notice pursuant to section 204-2 of the Public Employee's Fair Employment Law:

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval."

## RECOGNITION AGREEMENT

WHEREAS, this Recognition Agreement is by and between the City School District of the City of Olean, New York (hereinafter called "District") and the Olean Teachers Association (hereinafter called "association"); and

WHEREAS, the District by resolution adopted by its Board of Education, and as amended by subsequent contract negotiations, has recognized the Association as the representative of certain of its employees for the purpose of collective negotiations:

NOW, THEREFORE, the parties agree as follows:

- (1) The District recognizes the Association as the exclusive negotiating representative of the negotiating unit which consists of persons who occupy the following positions:

Teachers (including evening school and summer school teachers),  
Teaching Assistants,  
School Counselors,  
Librarians,  
Psychologists,  
Speech Therapists,  
Title I Teachers,  
Athletic Director,  
Technology Director (only where the District determines to fill position with Teacher on Special Assignment),  
Department Chairmen, and  
Long term substitutes (i.e., teachers who are hired on a full time basis to replace other teachers on extended leave of absence if at the time the long term substitute is hired, the appointment is expected to continue for one full semester);  
Regular (per diem) Substitutes, as distinct from long term substitutes, are not included in this negotiating unit.

- (2) The recognition herein granted shall continue for the maximum period permitted by law.
- (3) Pursuant to the requirements of Section 307(3)(B) of the Public Employees' Fair Employment Law, the Association hereby agrees that it will not violate that section of the law.
- (4) The District and Association agree that the "Procedures for Conducting Negotiations" attached hereto and incorporated herein by reference will be followed by the District as an employer and the Association as an employee organization.

## SUBSCRIPTION

IN WITNESS WHEREOF, the duly authorized representatives of the parties have subscribed their names on this 20<sup>th</sup> day of April, 2022.

CITY SCHOOL DISTRICT  
CITY OF OLEAN, NEW YORK

By Karen Heilman  
Interim Superintendent

OLEAN TEACHERS ASSOCIATION

By Rachael E. Schriener  
President

## PROCEDURES FOR CONDUCTING NEGOTIATIONS

- (1) On or about January 15 and not later than February 1 of the final year of the current Negotiations Agreement, the parties shall enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach agreement by June 15 of that year on all matters raised by either party concerning hours, wages, terms and conditions of employment of all persons in the negotiating unit. Any agreement so negotiated shall apply to all persons in the negotiating unit represented by the Association, be reduced to writing, and be signed by the Superintendent and the Association after ratification by the Association and approval (to the extent required by Article 14 of the Civil Service Law) by the District.
- (2) The negotiations meetings shall be held for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement.
- (3) Both the District and the Association shall conduct such negotiations in good faith and shall deal openly and fairly with each other on all matters.
- (4) On or before January 15 of each year, the District shall furnish to the Association one copy of each of the following:
  - (a) the annual audit for the preceding fiscal year,
  - (b) a chart showing placement on the salary schedule of all teachers in the negotiating unit as of the preceding January 1<sup>st</sup>,
  - (c) each monthly financial statement issued since the preceding January 15<sup>th</sup>, and
  - (d) the current amount of operating expense per pupil.

In addition, while the parties are negotiating pursuant to paragraph (1) above, each party shall furnish to the other upon reasonable request, all available information pertinent to the issue under consideration.

- (5) By October 15<sup>th</sup> of each year, the District will furnish to the Association a list of all certified teachers hired since the preceding October 15<sup>th</sup>.

## **NEGOTIATED AGREEMENT PREAMBLE**

WHEREAS, this Agreement is entered into by and between the City School District of the City of Olean, New York (hereinafter called "District") and the Olean Teachers Association (hereinafter called "Association");

WHEREAS, the District has a statutory obligation pursuant to the Public Employees' Fair Employment Law to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages and terms and conditions of employment; and

WHEREAS, the District has statutory obligations pursuant, but not limited, to Education Law of the State of New York, the local finance law of the State of New York, the municipal law of the State of New York, and all rulings, regulations, and decisions pertaining thereto, which obligations must be solely executed, carried out, and adhered to by the District, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

IT IS HEREBY AGREED AS FOLLOWS:

### **ARTICLE 1: CONCERNING THIS AGREEMENT**

#### **Section 1.1 Duration and Amendment**

- 1.11 The duration of this Agreement is from 12:01 am. On September 1, 2020 to midnight on August 31, 2025 but if the parties have not agreed on a successor to this Agreement by that date, this Agreement shall continue in full force and effect until the earlier of (i) the beginning date of a successor Agreement or (ii) August 31, 2025.
- 1.12 No provisions can be added to or deleted from this Agreement and no provision of this Agreement can be modified except by mutual consent of the Association and the District evidenced by a written document dated and signed by duly authorized representatives of both parties.
- 1.13 The only provisions of this Agreement which apply to summer school teachers are the provisions of section 10.1. The only provisions of this Agreement which apply to evening school teachers are the provisions of section 10.2.
- 1.14 Upon reasonable notice in writing to the Superintendent from the Association President or the President's designee, the Superintendent shall furnish available information which is necessary for the Association to have in the administration of this Agreement.

## **Section 1.2 Definitions**

1.21 The following definitions apply to words and phrases in this Agreement:

- (a) "District" means the City School District of the City of Olean.
- (b) "Board" means the Board of Education of the District.
- (c) "Superintendent" means the Superintendent of the District.
- (d) "Association" means the Olean Teachers Association.
- (e) "Teacher" means any professional employee holding a position in the negotiating unit represented by the Association.
- (f) "Certified personnel" means an employee holding a position of employment for which the law requires certification by the Department of Education of the State of New York.
- (g) "Primary" means grades Pre K-3; "Intermediate School" means grades 4-5; "Middle School" means grades 6-7; "High School" means grades 8-12.

1.22 A word used in one gender applies also in the other gender unless the context clearly requires otherwise (e.g., a reference to pregnancy)

## **Section 1.3 Legal Effect**

- 1.31 The provisions of this Agreement shall constitute Board policy for the duration of this Agreement. Any policy or regulation of the Board which is in conflict with this Agreement shall be superseded and replaced by this Agreement.
- 1.32 On and after the date of this Agreement, any agreement between the District and any person covered by this Agreement regarding the terms and conditions of their employment shall be expressly subject to this Agreement.
- 1.33 At any time provisions of this Agreement are found to be unlawful by a court or agency of competent jurisdiction from which no appeal is taken, this Agreement shall automatically be altered by the parties to comply with such laws, rules, or regulations.
- 1.34 This Agreement is the complete record of all commitments made by the parties as a result of the negotiations which preceded this Agreement. During the life of this Agreement, the District may make unilateral changes in the terms and conditions of employment of teachers except changes which would violate an express provision of this Agreement; provided, however, that the Association shall not be prohibited from negotiating with the



District on the impact of any such change if it makes a request to do so within 10 calendar days of being informed of the change.

In order for a commitment outside of this Agreement to be binding upon the parties, it must be in writing and signed by both the Superintendent and the President of the Association on the same date or a date after the execution date of this Agreement.

- 1.35 According to NYCRR Section 100.2, effective February 2, 2004, all new teachers holding an initial certificate must complete a mentored teaching experience within their first year of employment as a teacher to meet the requirements for a professional certificate. The Teacher Mentor will receive an annual stipend of:

2020-25: \$1350 (First year), \$800 (Second year), \$650 (Third year)

Half of the total stipend will be paid in December and the remainder in June. All beyond the work day obligations for the mentor are compensated by this stipend. Mentored colleagues, given that the state is mandating mentoring during the first year of employment, will receive no additional remuneration for any obligation related to mentoring. Duties and responsibilities of the Teacher Mentor are as described in the District Teacher/Mentoring manual. The assignment of all mentors and mentored colleagues shall be mutually agreed upon by the OTA and the Superintendent. If consensus cannot be reached the Superintendent will make the final decision.

- 1.36 The terms of this Agreement shall not interfere with the District's obligation to comply with the Americans with Disabilities Act. If an action taken in compliance has an impact on the terms of this Agreement, the District shall notify the Association at least five (5) school days in advance of its implementation.

#### **Section 1.4 Copies**

- 1.41 Copies of this Agreement shall be printed at shared expense to the District and the Association and distributed to all persons in the negotiating unit represented by the Association and to all persons who shall become members of that unit.

### **ARTICLE 2: DISTRICT-ASSOCIATION RELATIONS**

#### **Section 2.1 Dues Deduction**

- 2.11 Teachers shall have the right to (i) a single payroll deduction for membership dues in the Association and its affiliates, (ii) payroll deductions for tax sheltered annuities which must be filed with the Business Office not later than September 15<sup>th</sup> in order to be effective for the entire school year or the first day of the second semester in order to be effective for the second semester and such annuities to be for a maximum of eight companies for the entire staff (unless one company is designated as collector for all others), (iii) payroll deductions for U.S. Savings Bonds, United Way, and the Olean

Teachers and Postal Federal Credit Union, (iv) payroll deductions for NYSUT Benefit Trust, and (v) payroll deductions for VOTE/COPE.

NYSUT Benefit Trust - The employer shall check-off and remit payment to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the employer. The employer shall remit to the NYSUT Benefit Trust the payments deducted.

VOTE/COPE deductions - the District shall deduct from regular paychecks such VOTE/COPE contributions as may be authorized by the unit member. Deductions shall be made in equal installments. The employer shall remit to VOTE/COPE the amount deducted. The authorization cards used for VOTE/COPE deductions shall be supplied by the Association.

- 2.12 The District will make deductions for Association dues from the wages of those employees with membership in the Association who have filed with the District office a signed appropriate deduction authorization form therefor. These deductions will be continuous until such time as the employee cancels them in writing. Not later than September 30th of each fiscal year, the Association shall certify in writing to the District office the amount of any change in dues for that fiscal year. If the Association fails to notify the District of a change in dues, the District will continue to make deductions according to the last certified amount received from the Association. The Association bears the responsibility of assuring that the proper amount of dues are deducted from each employee. The required fiscal year's dues and payroll deductions will begin as soon as practical after September 30<sup>th</sup>, and continue throughout the school year in the same manner as such dues are presently deducted. All such deductions for each month are to be remitted electronically to the Association by the fifteenth (15<sup>th</sup>) day of the following month. The Association shall deal with the funds in a lawful and proper manner.
- 2.13 The Association shall hold the District harmless against any and all suits, claims, demands and liabilities arising out of an action taken by the District in connection with this section 2.1.

## **Section 2.2 Association-Administration Meetings**

- 2.21 The Association shall select representatives from each school building who shall meet with the principal whenever the parties agree that such a meeting would be beneficial to discuss the administration of this Agreement. Any such meeting may be canceled or adjourned by mutual consent.

- 2.22 Association representatives and the Superintendent shall meet when the parties agree that such a meeting would be beneficial to review and discuss the administration of this agreement. Each party shall present an agenda in writing of the matters they wish to discuss at least three (3) days prior to the meeting, whenever possible. Such meetings may be canceled or postponed by mutual consent.

### **Section 2.3 Association-Board Meetings**

- 2.31 An officer of the OTA or their representative shall be able to comment during the meeting.
- 2.32 The District will make available in electronic format copies of the Board meeting agenda to the Association President at the same time they are sent to the Board members. Likewise copies of the Board meeting agendas and minutes will be made available in electronic format to the Association President, officers, and building representatives following the Board meetings.

### **Section 2.4 Association Representatives**

- 2.41 The president of the Association shall be exempt from all non-teaching duties and extra assignments during the Association President's term of office if the Association President requests such exemption. If the president is in a primary or intermediate building the Association President will receive one 45-minute period a day for OTA duties.
- 2.42 Within 30 calendar days after the effective date of this Agreement, the Association shall give to the Superintendent or the Superintendent's designee a written list of all officers, building representatives, and other officials of the Association with whom the Superintendent, principals and other District representatives are expected to deal. The Association shall give the Superintendent or the Superintendent's designee written notice of each change in such list within 10 calendar days after the effective date of the change.

### **Section 2.5 Association Use of Facilities**

- 2.51 The Association will have the right to use school buildings without cost for meetings. The principal of the building in question shall be consulted as to availability of space.
- 2.52 The Association will have the right to place notices, circulars, and other material on designated school bulletin boards and in teachers' electronic or physical mail boxes, provided such material relates to the business of the Association or its affiliates.
- 2.53 The Association will be allowed to install at its expense a telephone in the Association president's room in accordance with present practice.

- 2.54 No other employee organization representing or purporting to represent employees in any negotiating unit represented by the Association will be allowed to make any use of bulletin boards, school mail boxes, school communication facilities, or any other school facility during the term of this Agreement, and the District agrees not to deal with any such organization in any way during said term.
- 2.55 The Association will conduct all planning and execution of solicitation campaigns among teachers for the benefit of outside charitable organizations.

### **ARTICLE 3: GRIEVANCES**

#### **Section 3.1 General Matters**

- 3.11 The purpose of this procedure is to secure at the lowest possible administrative level solutions to grievances which may from time to time arise. These procedures will be kept as informal as may be appropriate at any step of the procedure.
- 3.12 Only a Violation of this Agreement may be grieved. A grievance may be submitted by any teacher or group of teachers in the negotiating unit; provided, however, that the Association may submit a grievance on behalf of all or substantially all the teachers (i) in the District, or (ii) in a particular building or department.
- 3.13 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared. The Superintendent shall then print appropriate supplies of such documents and give them appropriate distribution so as to facilitate the operation of the grievance procedure.
- 3.14 Decisions rendered at each step of the grievance procedure shall be in writing, setting forth the decision and the supporting reasons therefore, and will be promptly transmitted to the Association representatives processing the grievance at such step and to the teacher initiating the grievance.
- 3.15 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, provided that this shall not be construed to prohibit including in the personnel files a notation of the result of a final grievance determination, but such notation shall not refer to the fact that it resulted from a grievance determination. The teacher and the teacher's representative shall be entitled to copies of the entire file.
- 3.16 Investigation of grievances shall be conducted outside school hours. However, if an emergency exists, a grievance may be investigated during school hours provided that no class is interrupted thereby.
- 3.17 The Superintendent's office shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance and the written

decision at all steps. The Official Grievance Record will be kept at District expense and shall be made available upon reasonable request to the Superintendent's office, for inspection and/or copying by the aggrieved party or the Association, but shall not be deemed a public record, but this shall not prohibit disclosure where required by law.

- 3.18 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District or the Association against an aggrieved party, any other participant in the grievance procedure, or any other person because of any grievance.
- 3.19 Teachers and the Association have a choice between (1) submitting a grievance to resolution by this procedure and (2) submitting the subject matter of such a potential grievance to resolution by a court or administrative agency. If one option is chosen, the other option cannot be used then or thereafter. This applies to both the teachers and the Association whether acting separately or in concert and whether simultaneously or at different times.

### **Section 3.2 Grievance Representatives**

- 3.21 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association provided: (1) the adjustment is not inconsistent with the terms of this Agreement; and (2) if the teacher desires, the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance.
- 3.22 At Steps 1 and 2, a grievant may represent himself or be represented by the Association. At higher levels of the grievance procedure, a grievant may represent himself or be represented by the Association, the NYSUT or the NEA/AFT. When a grievant represents himself, the Association shall have the right to be present and to present its views at all levels of the grievance procedure.

### **Section 3.3 Time Limits**

- 3.31 No written grievance will be entertained at Step 1 or thereafter, as described below, and such grievance will be deemed waived unless such written grievance is forwarded at Step 1 within thirty (30) days after the teacher knew or should have known of the act or condition on which the grievance is based.
- 3.32 If a decision on a grievance is not appealed to the next step of the procedure within the time limits specified, the grievance will be deemed settled on the basis of the disposition of the preceding step and further appeal shall be barred.
- 3.33 Failure by a party at any step of the grievance procedure to meet or to communicate the decision on a grievance within the specified time limits shall permit lodging of an appeal

by the other party at the next step of the procedure within the time which would have been allotted had the decision been given.

- 3.34 The time limits specified for either party may, however, be extended by mutual agreement. Neither party may unreasonably withhold its consent to such an extension.
- 3.35 As used in this Article 3, "school day" means any day when teachers are in attendance, except that during the summer recess it means any day except Saturday, Sunday, Independence Day and Labor Day.
- 3.36 A grievance, whether it involves one or more than one teacher, shall be submitted at Step 1 unless it arises from the action of an authority higher than a principal, in which case it shall be submitted at Step 2.

#### **Section 3.4 Step 1 - Principal**

- 3.41 A teacher who has a grievance will discuss it with the principal of the building to which the teacher is assigned with the objective of resolving the matter informally. A special teacher who is assigned to more than one building will discuss the teacher's grievance with the Superintendent who may refer the teacher to an appropriate building principal or other administrator. If a teacher submits the teacher's grievance through a representative, the teacher must be present during discussions of the grievance.
- 3.42 If the grievance is not resolved informally, it shall be reduced to writing and presented to the principal (or other administrator) with whom it was discussed informally who shall, within five (5) school days after the day on which the principal received the written grievance, present to the teacher and the Association a written decision on the grievance.

#### **Section 3.5 Step 2 - Superintendent**

- 3.51 If the aggrieved teacher and the Association are not satisfied with the written decision at Step 1, a written appeal of that decision may be filed with the Superintendent's office within ten (10) school days after the teacher has received that decision. A copy of the written grievance and a written decision at Step 1 shall be submitted with the appeal.
- 3.52 Within five (5) school days after receipt of the appeal, the Superintendent or the Superintendent's duly authorized representative shall meet with the aggrieved teacher and the Association representative.
- 3.53 Within five (5) school days after the day on which such meeting was held, the Superintendent or the Superintendent's duly authorized representative shall present to the aggrieved teacher and the Association a written decision on the grievance.

### **Section 3.6 Step 3 - Board of Education**

- 3.61 If the aggrieved teacher and the Association are not satisfied with the written decision at Step 2, a written appeal of that decision may be filed with the Superintendent's Office within fifteen (15) school days after the teacher received that decision. A copy of the written grievance and the written decisions at Step 1 and 2 shall be submitted with the appeal.
- 3.62 Within ten (10) school days after the next regular meeting of the Board following receipt of the appeal by the Superintendent's office, the Board shall meet in executive session with the aggrieved teacher, the teacher's representative, an Association representative and the Superintendent.
- 3.63 Within five (5) school days after the day on which such meeting was held, the Board shall present to the aggrieved teacher, the Association, and the Superintendent a written decision on the grievance.

### **Section 3.7 Step 4 - Arbitration**

- 3.71 If the aggrieved teacher and the Association are not satisfied with the written decision at Step 3, and the Association determines that the grievance is meritorious, the Association may submit the grievance to arbitration not later than the twentieth school day following the day on which the Board renders its written decision; provided, however, that the provision which is claimed to have been violated or misapplied is not a provision which this Agreement states is not subject to arbitration.
- 3.72 To submit a grievance to arbitration, the Association shall send a letter to the American Arbitration Association ("AAA") and send a copy thereof to the Superintendent's office. The letter shall specifically identify the grievance to be submitted and shall request the AAA to send to the Association and to the Superintendent's office a list of twenty (20) names of arbitrators. Within ten (10) school days of the day on which it receives its copy of the list, each party will return its copy to the AAA with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, the AAA shall send each party a second list of twenty (20) names and the foregoing procedure will be followed with respect to that list. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, the AAA will name the arbitrator.
- 3.73 The arbitrator's decision will be in writing and will set forth the arbitrator's findings of facts, reasoning, and conclusions on the issues.
- 3.74 The arbitrator shall grant remedy to or deny the grievance presented to the arbitrator by determining whether this Agreement has been violated as alleged. In so doing, the arbitrator shall interpret and apply the provisions of this Agreement, but the arbitrator shall

not add thereto or subtract therefrom. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no power or authority to substitute the arbitrator's judgment; for the judgment of the Superintendent or the Board in cases in which this Agreement reserves judgment to the Superintendent or the Board.

- 3.75 The decision of the arbitrator shall be final and binding upon all parties and aggrieved teachers.
- 3.76 One-half the fees and expenses of the arbitrator shall be paid by the District and one-half by the Association. All other expenses incident to the arbitration, including all expenses arising out of the attendance of witness and the compensation of witnesses, must be borne by the party which incurred them.

#### **ARTICLE 4: ADMINISTRATION-FACULTY RELATIONS**

##### **Section 4.1 Facilities**

- 4.11 Reasonable financial effort shall be made to provide the following:
  - (a) Space in each classroom in which teachers may safely store instructional materials and supplies.
  - (b) A desk and chair for each teacher.
  - (c) Well-lighted and clean restrooms reserved for teachers.
  - (d) Furnished rooms to be used as faculty lounges.
  - (e) The building principal shall provide a location/room that affords privacy for telephone conversations by teachers in carrying out their professional responsibilities.
  - (f) A work room for teachers containing equipment and supplies to aid in the preparation of instructional materials.
  - (g) Parking facilities for teachers' cars.
  - (h) Each teacher will be provided a lockable room, where applicable, with space in a lockable desk or file cabinet in which confidential material can be stored.

A grievance which claims or actually involves a violation of the provisions of this paragraph cannot be processed beyond "Step 3: Board of Education" of the grievance procedure.



## **Section 4.2 Teacher Evaluation**

- 4.21 Public address systems shall not be used for purposes of evaluation. The supervisor, as an aid to the observation/evaluation process for a tenured teacher, may use either audio or videotaping (with sound) equipment with the prior written permission of the teacher for each observation. Such permission must be obtained at least one day prior to the observation. Any tenured teacher may likewise request that such audio or videotape equipment be used as part of the observation procedure, in which case the supervisor shall comply and shall give the teacher requesting such equipment usage at least one day's notice of the coming observation. Either the teacher or the supervisor may request that the tape of the observation be preserved. If the tape is preserved the teacher shall be given a copy of the tape upon request.
- 4.22 Provided that the terms of the negotiated APPR do not include otherwise, the following terms of section 4.22 apply. Although a teacher need not be informed of an observation prior to the teacher's supervisor's arrival to conduct it, teachers will be given a copy of any evaluation report (either by electronic mail or hard copy) prepared by their supervisors at least one (1) school day before the conference to discuss it. A non-tenured teacher must have at least two announced evaluations per year. No such report shall be submitted to central administration, placed in a teacher's file, or otherwise acted upon without a prior conference with the teacher, held within six (6) school days after the observation on which it is based. A copy of each evaluation report shall be placed in the teacher's personnel file immediately following the conference. No such observation shall be made secretly or without the teacher being informed that the teacher is being observed for the purpose of having an evaluation report prepared. The evaluation report shall state the period of time involved in the observation. All observations shall be completed prior June 1<sup>st</sup>. Although observations may be completed prior to or immediately following a scheduled school recess, holiday or professional learning day, the administration will not make a general practice of doing so with respect to any particular teacher.
- 4.23 There shall be one official personnel file for each teacher which shall be maintained in the District's central office. A teacher will have the right upon request, to review the contents of the teacher's personnel file, except for pre-employment reference materials, and make copies of any documents in it. Commencing on September 1, 1978, each new entry in the personnel file shall be consecutively numbered and dated before being placed in the teacher's personnel file. A teacher will be entitled to have a representative of the Association accompany the teacher during such review. Nothing shall be permanently removed from a teacher's personnel file without the teacher's consent.
- 4.24 No material derogatory to a teacher's conduct, service, character, or personality will be placed in the teacher's personnel file, except for pre-employment reference materials, unless the teacher has had an opportunity to review such material by affixing the teacher's signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material within twenty (20) school days of the teacher's

review of said material with an administrator. An answer which is timely submitted shall be reviewed by the Superintendent within ten (10) school days of receipt and attached to the file copy.

- 4.25 If any investigatory action, other than consultation with the principal, or disciplinary action is to be taken by the District concerning oral or written criticism of a teacher by parents, students or others, that teacher:
- (1) shall be informed as to the nature of the criticism prior to the initiation of any District action other than consultation with the principal,
  - (2) shall be informed as to the identity of the person(s) lodging the criticism,
  - (3) may request in writing that the District make a written request to the person identified in section 4.25(2) above to schedule a meeting with the teacher. The teacher shall be given a copy of such written request.
- 4.26 No probationary or tenured teacher will be disciplined or reprimanded without just cause. The provisions of this paragraph cannot be used to contest the dismissal of a teacher. A tenured teacher who is disciplined or reprimanded shall have rights pursuant to §3020-a of the Education Law or the grievance procedure under Article 3 of this Agreement, but not both.
- 4.27 If one teacher assists another teacher in a specific mentor program designed to improve the latter teacher's performance, the former teacher shall not be compelled to testify about the latter teacher's performance in that program nor shall the former teacher be compelled to produce notes made about the latter teacher's performance in that program.
- 4.28 Members not covered by the Annual Professional Performance Review shall be evaluated by mutual agreement between the evaluator and the member by one of the following 3 options: goal setting, rubric, or written narrative. The option chosen must be agreed upon by October 1<sup>st</sup> of each school year.

### **Section 4.3 Teacher Protection**

- 4.31 Teachers will immediately report in writing all cases of assault sustained by them and any criminal conduct in connection with their employment to their principal or immediate supervisor. Said report will be forwarded to the Board, and the Board and the Administration will comply with any reasonable request of the teacher for information in its possession relating to the incident or the persons involved and will act in appropriate ways as a liaison between the teacher and the courts. Contrariwise, the teacher will cooperate with the Board and with all law enforcement officers and agencies and with all courts (it being noted that criminal prosecution of students under 18 years of age is normally conducted through Family Court and not County Court or Supreme Court). The teacher will

also furnish the Board and Administration all information of any incident relating to any assault or criminal conduct and of the persons involved therein.

- 4.32 The District shall reimburse teachers for reasonable costs of any clothing or personal property (including replacing or repairing dentures, eyeglasses, hearing aids or similar bodily appurtenances not covered by Workers' compensation) which are damaged, destroyed, or lost as a result of any injury sustained in the discharge of the teacher's duties.

#### **Section 4.4 Right to OTA Representation**

- 4.41 The normal configuration of a parent/teacher conference shall consist of (1) the teacher and the parent(s). If any other additional people are to be present at the parent/teacher conference the teacher shall have the right to have an OTA representative of the teacher's choice present.
- 4.42 When an administrator schedules a conference with a teacher during which the teacher's job performance (other than a post observation conference) is to be discussed, the administrator shall inform the teacher of the subject matter of the conference, and if the teacher so chooses, the teacher shall be entitled to have an OTA representative of the teacher's choice present at the conference.
- 4.43 In each of the preceding paragraphs the OTA representative shall be acting on the representative's own time or the Association's time and the representative's presence shall not require that the meeting be rescheduled.

#### **Section 4.5 Dismissal**

- 4.51 Just cause is required for the dismissal of probationary teachers who have completed two (2) years of service with the District (or time (3) years for a particular teacher if the District so notifies the Association in writing not later than May 1 of the teacher's second year of service - provided that this shall not be routinely used to extend the normal two-year provision) and tenured teachers.
- 4.52 If a probationary teacher who has completed two (2) years of service with the District (or three (3) years if notice has been given pursuant to paragraph 4.51 of this Agreement) is dismissed, the teacher shall have the option of pursuing one, but not both, of the following remedies:
- (a) the teacher may pursue whatever remedies are made available to the teacher by the Education Law,  
or
  - (b) the teacher may submit a grievance claiming that the teacher was dismissed without just cause. Such a grievance shall be submitted directly at Step 2 not later than the 30<sup>th</sup>

school day (or, if school is not in session, then not later than the 30<sup>th</sup> calendar day) after the teacher received written notice of the teacher's dismissal.

- 4.53 If a tenured teacher is to be dismissed, the District must first serve the teacher with a written set of charges. Said teacher shall, within ten (10) school days after receipt of the charges, notify the Clerk of the Board in writing whether the teacher elects (1) to have a hearing pursuant to the Education Law; or (2) to file a grievance directly at Step 3 of Article 3 (paragraph 3.61) claiming that such dismissal is without just cause, which grievance must be filed within fifteen (15) school days (as defined in paragraph 3.35) of the receipt of the notification of election. If the teacher elects a hearing pursuant to the Education Law, such shall constitute a waiver of the teacher's right to at any time grieve the dismissal. If the teacher elects a grievance, such shall constitute a waiver of the teacher's right to a proceeding under the Education Law. If the teacher elects a hearing pursuant to the Education Law, the statute, regulations and other applicable legal authority shall govern the proceeding and any suspension pending the proceeding. If the teacher pursues a grievance, any suspension pending the outcome of said grievance (including arbitration) shall be governed by the same rules applicable to a suspension pending a hearing under the Education Law.

## **ARTICLE 5: TEACHER HOURS AND LOAD**

### **Section 5.1 School Day**

- 5.11 All teachers will be in attendance in their buildings 7 hours per day. Unit members will be notified by the last day of each school year of the school day's starting and ending times for the subsequent year.
- A. Primary  
Primary teachers' school day shall begin no earlier than 7:30 am. All teachers should be in their assigned rooms, five (5) minutes before the designated student arrival time.
- B. Intermediate Middle School  
Intermediate Middle school day will begin no earlier than 7:30 am. Teachers and other staff members of the Intermediate Middle School shall be at their assigned stations five (5) minutes prior to the beginning of the student day.
- C. High School  
High School teacher's day will begin no earlier than 7:30 am. Teachers and other staff members of the High School shall be on duty five (5) minutes before the start of the student day.
- 5.12
- A. All teachers shall remain a minimum of the balance of their 7 hours/day after student dismissal to perform professional duties.

- B. High School and Intermediate Middle School school counselors, at the discretion of the building principal, shall have their daily work schedules arranged so that there is on-duty school counselor coverage starting up to thirty (30) minutes before the regular teacher day and/or up to thirty (30) minutes after the regular teacher day to perform professional duties. Such a change in schedule will alter the starting and ending times but will not lengthen the school counselor's work day. Once the building principal has established the work schedules for the school counselors, the school counselors may determine which of them shall work each of the established schedules, provided that if the school counselors cannot agree among themselves, the building principal shall determine which school counselor shall work each schedule.
  - C. Professional duties shall include, but are not limited to, meetings with parents, assisting students, consulting with pupil personnel staff, department conferences, and others as designated by the building principal.
- 5.13 No teacher shall be required to attend more than four (4) evening functions per year as determined by the building principal, without extra compensation. This in no way limits the number of school functions a teacher desires to attend or in which a teacher desires to participate.
- 5.14 No teacher shall be required to serve on more than three District-appointed committees in any one year. If, because of the foregoing sentence, a building will not be represented on all District-appointed committees, the Superintendent or the Superintendent's designee shall designate which of the committees must be filled first from that building. Attending grade level meetings, department meetings, and building meetings is not to be considered service on a committee within the meaning of this paragraph.
- 5.15 The District shall provide training to teachers regarding the student management systems or any new system the District uses for these purposes.

### **Section 5.2 Faculty Meetings**

- 5.21 General, District-wide, faculty meetings shall be limited to not more than one a month; building faculty (and/or staff) meetings shall be limited to two meetings a month, emergencies excepted. Building faculty (and/or staff) meetings need not be held every month.
- 5.22 The first Tuesday of each month will be reserved for faculty meetings. The second Tuesday of each month will be reserved for department/grade level meetings. The third Thursday of each month will be reserved for Association meetings. The Association will not schedule other Association meetings in conflict with scheduled District affairs.
- 5.23 Faculty (and/or staff) meetings shall begin within 15 minutes after the close of the normal school day and last no more than 90 minutes.

- 5.24 All teachers shall attend faculty meetings. When practical, teachers shall attend in the school where they spend a majority of their time. Building principals may request through home base principals the teachers' attendance in other buildings.
- 5.25 Coaches shall attend faculty meetings unless specifically excused by their building principals.
- 5.26 Attendance at faculty meetings is an individual professional obligation.
- 5.27 Nothing in this article shall prevent the calling of a reasonable number of smaller meetings of teachers in a course, group of related courses, or department, in accordance with prevailing practices, nor the calling of emergency meetings of a building faculty upon 24 hours' notice, provided that no meeting shall start more than one-half hour before the start of the school day, or after 3:15 P.M. If, however, travel time is required to attend the meeting, it shall not begin before 3 30 P.M. Attendance at such meetings shall be a normal professional obligation.

### **Section 5.3 Primary/Intermediate School Periods**

- 5.31 Primary/Intermediate teachers shall have a 45 consecutive minute duty free lunch period during the students' noon break. Primary/Intermediate teachers will not be required to supervise students at lunch. Time during the students' noon break which exceeds the teachers' 45-minute lunch period may be counted as preparation time without regard to paragraph 5.35.
- 5.32 When a special teacher is with a primary/intermediate teacher's class, the primary/intermediate teacher need not be in attendance in the classroom. The primary/intermediate teacher shall return in time to consult with the special teacher. In no event will the students be left without supervision.
- 5.33 Each primary/intermediate teacher shall be scheduled for not less than 225 minutes duty-free preparation time each week which shall be in addition to the teacher's 45 minutes duty-free lunch period. In the event that the District reinstates less than full-day kindergarten, the previous sentence shall not apply to such teachers and they shall be scheduled for not less than 175 minutes duty-free preparation time each week.
- 5.34 Daily preparation time for all primary/intermediate teachers will be scheduled for one (1) full period or no less than thirty (30) consecutive minutes each.
- 5.35 As used in this section 5.3, "duty-free" means free of supervising children.
- 5.36 If teachers are required by the District to receive training in computer instruction, such training shall be during release time during the school day, or the teacher will receive compensation if the District permits the teacher to attend such training after the school day.

## **Section 5.4 Middle/High School Periods and Preparations**

- 5.41 Middle/High school periods shall be as outlined below but may be changed if the school day is reorganized.
- 5.42 Academic-subject-areas high school teachers shall have eight (8) forty-six (46) minute periods each day as follows:
- (a) Five (5) instructional periods (including AIS and Academic Lab)
  - (b) One (1) duty-free lunch period as long as a regular class period.
  - (c) One uninterrupted preparation period which shall be used for this purpose. Teachers shall not leave the building without signing out.
  - (d) One extra assignment period which may require supervision but which will not require instruction. However, teachers may accept a 6th period of instruction in lieu of the extra assignment by agreement and will be compensated by taking the base salary of Step 10 and dividing by 5. This amount will be the instructional period rate. The high school principal shall notify the teaching staff regarding those subject areas in which there is a need for teachers to accept a voluntary 6<sup>th</sup> period of instruction. Volunteers will be sought for those specific classes. The Superintendent will not make a determination regarding the assignment until at least 2 business days following the notice. Department chairs are not eligible for this compensation.
  - (e) A department chair who heads a department of eight (8) or more teachers (including the chair) shall not be required to teach more than five instructional periods per day and shall have one period per day for department chair duties.
- 5.43 Academic-subject-areas middle school teachers shall have nine (9) periods [six of which are forty (40) minute periods and three (3) of which are forty-five (45) minute periods during lunch each day as follows:
- (a) six (6) teaching periods may include AIS and Academic Lab.
  - (b) Core Teachers will have one team planning period per day. Non-core teachers will have an alternating duty/planning period each day.
  - (c) one lunch period.
  - (d) one preparation period.
  - (e) A department chair who heads a department of eight (8) or more teachers (including the chair) shall not be required to teach more than five instructional periods per day and shall have one period per day for department chair duties.

- 5.44 Middle/High School teachers (excluding school counselors) may be assigned home room responsibilities on a rotating schedule exclusive of the extra assignments as defined above. Such home room responsibilities shall include - but are not limited to - those duties required for attendance, school bulletins and general school opening and closing activities.
- 5.45 A Middle/High school teacher shall not teach more than two (2) subject areas nor more than four (4) teaching preparations at any one time, except temporarily in cases of extenuating circumstances and with the written consent of the teacher. A teacher shall be granted an additional preparation period (in lieu of a supervisory assignment) during a semester when the teacher has four (4) teaching preparations. Lab is counted as a one-half ( $\frac{1}{2}$ ) of a preparation. High School Science Teachers will teach no more than two (2) different science classes with their corresponding labs.
- 5.46 Middle/High School teachers will not be required to supervise students at lunch except as provided in this paragraph or in emergencies. Supervision of students at lunch is not regarded as an "extra assignment period" within the meaning of this Agreement. Lunch supervisors shall be assigned first from among volunteers who have demonstrated capability in such duties, but if there are insufficient volunteers, then teachers may be assigned to lunch supervision, such an involuntary assignment shall not exceed three (3) consecutive years. If a teacher is involuntarily assigned to lunch supervision for three (3) consecutive years, then that teacher cannot be assigned lunch supervision for the next year. A teacher who is a lunch supervisor, as a volunteer or an assignee, shall be paid an annual stipend of \$450 for each full period lunch supervision (two half periods with two different groups of students) or \$230 for each half period lunch supervision.
- 5.47 If the District schedules mid-term examinations in any particular school year, the District shall also schedule in that school year one-half ( $\frac{1}{2}$ ) of a school day during the first semester which shall be for the purpose of preparation of mid-term exams and/or curriculum work.
- 5.48 If any teacher voluntarily fills in during the teacher's preparation period or is pulled from the teacher's regularly scheduled assignment at an administrator's request, they will be compensated at \$22.50 per period and prorated for primary/intermediate.

## **Section 5.5 Work Year**

- 5.51 The work year for teachers shall be governed by the school calendar. Teachers shall not be required to attend on more than 186 days. If attendance is required beyond the current 186 days within the September 1 to June 30 school year, each teacher who so attends will be paid 1/200th of the teacher's salary for that year for each such day of added attendance. The school year shall begin no earlier than the day after Labor Day, unless there is agreement between the District and the Association for an earlier start. If there is a need to begin the school year before Labor Day in order to meet the required 186 days, teachers shall report on the Tuesday, Wednesday, and Thursday immediately preceding Labor Day if three (3) days are necessary, Wednesday and Thursday immediately preceding Labor Day if



two (2) days are necessary, and on the Thursday immediately preceding Labor Day if one (1) day is necessary. New personnel may be required to attend one day of early orientation sessions without compensation. The school year shall end no later than June 30. The Superintendent shall forward to the President(s) a copy of the proposed calendar for the next school year at least ten (10) school days prior to the meeting of the Board at which the Board will first be discussing the proposed calendar. The Superintendent and the Association President(s) shall schedule a meeting at a mutually agreeable time, prior to the meeting referred to above. At this meeting, the Association shall be afforded the opportunity to offer suggestions regarding the calendar being proposed for the upcoming school year. At the discretion of the Superintendent, school counselors may be required to work the remaining weekdays after the last day of student attendance through and including June 30th. If school counselors are required to work beyond 186 days, they will be compensated at 1/200<sup>th</sup> of the counselor's salary for that year for each day of added attendance

- 5.52 Scheduled Professional Learning days will be observed within the standard work day and all levels will have opportunities for professional learning outside the standard days. Provided professional learning days are not cancelled to meet the State required student attendance days, two (2) Professional Learning days, one mid-year and one at the end of the year for grades PK-5 shall be used for data collection and report cards. (Each of these two (2) Professional Learning days will be scheduled prior to the date on which report card grades are due, or on the date report card grades are due provided grades are due at the end of the teachers' work day).
- 5.53 Graduation assignments shall be filled by volunteers from the entire teaching staff, but if there are insufficient volunteers, the District may assign high school teachers to particular duties in relation to graduation on an annual, published (posted in the high school principal's office by March 1<sup>st</sup>) rotational basis.
- 5.54 During Regents Week in June, high school teachers shall be in attendance for the normal school day. On three (3) days, other than the last day, of Regents Week to be determined by the Superintendent, primary/intermediate/middle teachers shall be in attendance for the normal school day, but instructional and supervisory duties shall be limited to the half day when students are in attendance; provided, however, that this need not be done if doing so would result in fewer hours of instruction in a calendar week than is required by regulations of the Commissioner of Education.
- 5.55 If the District holds a District-wide event that requires Special Teachers (i.e., art, music, physical education) to be away from their normal assignments (e.g., the Art Exhibition in the High School, the fifth and sixth graders track meet), the District will hire substitutes for those Special Teachers so that the normal program may go forward.

## **Section 5.6 Special Teachers**

- 5.61 Special teachers who are required by their schedules to transfer from one school to another during lunch period shall not be required to perform non-teaching duties in either school during their lunch period.
- 5.62 Special teachers shall anticipate at least fifteen (15) minutes for transit from school to school. This time shall be in addition to their lunch period (of 45 minutes, whenever possible). A lunch period need not necessarily be taken between 11:30 and 12:30, but may be taken between 11:00 and 1:00, but it shall not interfere with regularly scheduled classes or programs.
- 5.63 If a special teacher is not required to meet the teacher's regularly scheduled classes during the time the teacher is scheduled in any school, because of assembly programs or other circumstances, the teacher may be requested to perform other assignments by the building principal and remain in the building until regular dismissal.
- 5.64 Special teachers shall be reimbursed for use of their personal automobiles in interschool travel as required by their respective positions at the existing rate of travel allowance.
- 5.65 Special teachers shall not have to work with more than the following number of students per semester:
- (a) Primary Schools:
    - 1 Art Teacher for each 810 pupils
    - 1 Vocal Music Teacher for each 760 pupils
    - 1 Physical Education Teacher for each 370 pupils
  - (b) Intermediate Schools:
    - 1 Art Teacher for each 310 pupils
    - 1 Vocal Music Teacher for each 760 pupils
    - 1 Instrumental Music Teacher for each 125 pupils enrolled in instrumental music
    - 1 Physical Education Teacher for each 370 pupils
  - (c) Middle/High Schools:
    - 1 School Counselor for each 410 pupils
  - (d) System-wide:
    - 1 Speech Therapist for each 2000 pupils
    - 1 School Psychologist for each 2000 pupils
    - 1.6 Librarians
  - (e) Athletic Director.
    - The full-time Athletic Director will teach regular education classes for an average of forty percent (40%) of each day.

### **Section 5.7 Class Size and Load**

- 5.71 Measured on a system-wide basis, primary/intermediate class sizes shall not exceed:
- (a) an average of 22 pupils for the kindergarten classes.
  - (b) an average of 24 pupils for the classes in Grades 1 to 3 inclusive.
  - (c) an average of 27 pupils for the classes in Grades 4 to 5 inclusive.
- 5.72 Class load in the middle/high schools is the total number of students per day for which a teacher is responsible, exclusive of study hall, cafeteria, and homeroom. The class load of teachers in the middle/high schools, except in physical education and music in the high school, will not exceed 130 students per day. Students assigned to Science labs shall be counted towards the 130 students per day.

### **Section 5.8 Mainstreaming**

- 5.81 Physical education, art, music, technology, home and career skills, health, instructional library and regular education teachers shall, when determined to be necessary by the building principal based on information from the teacher, be afforded relief time, wherever possible within the student day, to meet with each mainstreamed student's special education teacher(s) as arranged by the building principal. The relief time referenced in the foregoing sentence shall not infringe upon preparation time. In addition, when teacher has a question or concern as to (1) the placement of a student as indicated in the child's Individualized Educational Plan and/or (2) the appropriateness of said Plan, that question or concern shall be shared with the building principal. The teacher or the principal will discuss the teacher's concern with the Chairperson of the home school Committee on Special Education who shall consider said question or concern and share the Chairperson's conclusions with the teacher or the principal, but who shall not be obligated to convene the Committee unless the Chairperson deems it appropriate. If thought to be necessary by the Chairperson, a teacher raising such question or concern will be invited to attend a meeting of the Committee on Special Education to discuss the issue. Nothing in this paragraph shall be deemed to disturb or eliminate the referral rights of teachers pursuant to and in accordance with §4401-a of the Education Law.
- 5.82 In the event that a teacher determines that one or more mainstreamed students are not being provided curriculum materials necessary to be in compliance with the student(s) Individualized Educational Plan(s) or such are made available to regular students, the teacher shall inform the building principal, who will investigate the issue and inform the teacher of the principal's findings and the resolution within ten (10) school days.

## **Section 5.9 Inclusion**

- 5.91 A teacher of an inclusion student shall attend such specific training as is determined appropriate for the teacher by agreement of all of the following: the CSE Chair, the teacher's Building Principal and the teacher.
- 5.92 At the middle school and the high school, the building principal, following consultation with the Counseling/Guidance Department, will consider the presence of an inclusion student(s) when establishing class sizes for multiple sections of the same class in a building. At primary/intermediate school buildings, when practicable as determined by the Building Principal, the teachers in the grade level of the building will be consulted during consideration of this issue.
- 5.93 At the start of each school year, the District and/or the Association shall communicate to teachers the current District guidelines for placement of inclusion students.

## **ARTICLE 6: TEACHER ASSIGNMENTS**

### **Section 6.1 Initial Assignments**

- 6.11 The District will make every reasonable effort to notify teachers in writing by June 15<sup>th</sup> of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have.
- 6.12 In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- 6.13 In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel, and such teacher shall be compensated in accordance with standard mileage rates.
- 6.14 Teacher assignments will be made without regard to race, age, creed, color, religion, nationality, sex or marital status unless based on a bona fide occupational or educational requirement.

### **Section 6.2 Involuntary Transfer or Reassignment**

- 6.21 The parties agree that involuntary transfers or reassignments will be made only when necessary. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.
- 6.22 An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the appropriate administrator(s) at which time the teacher will be

notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, the teacher may request the Association to arrange a meeting between the Association's representative and the Superintendent to discuss the matter.

- 6.23 Teachers being involuntarily transferred or reassigned shall be notified of the positions available in their tenure area. Such teachers may request the positions, in order of preference, to which they desire to be transferred or reassigned. Their preference will be one of the factors considered in making the transfer or reassignment. Teacher's competence and length of service in the District will be considered when determining who shall be transferred or reassigned.
- 6.24 As used in this Section 6.2, "involuntary transfer or reassignment" means (1) changing the regular workplace of a teacher from one building to another (or in the case of a teacher who regularly teaches in more than one building, from one or more of such buildings to another); or (2) giving a teacher an assignment outside of the teacher's certification area (for more than one class period per day); in both cases without the teacher's consent.

### **Section 6.3 Specific Vacancies**

- 6.31 All vacancies in positions specified in paragraph 6.35 of this section shall be posted in every school on the webpage and mailed to the teachers' individual e-mail account, clearly setting forth a description of and the qualification for the position, including the duties and salary.
- 6.32 When school is in session (September-June), such notice shall be posted as far in advance as practicable, ordinarily at least ten (10) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date, excluding vacation days.
- 6.33 All teachers who desire to apply for any such vacancy shall submit their applications in writing to the Superintendent or the Superintendent's designated administrator within the time limit specified in the notice.
- 6.34 Teachers who desire to apply for a specified position which may be filled during the summer vacation period shall submit their names to the Superintendent or the Superintendent's designee, together with the positions they desire to apply for, and an address where they can be reached during the summer vacation period. The Superintendent or the Superintendent's designee shall notify such teachers of any vacancy in a specified position for which they desire to apply and such notification shall set forth a description of and the qualifications for the specified position, including the duties and salary. Such notice shall be sent as far in advance as practicable, ordinarily at least ten (10) days before the final date when applications must be submitted. In addition, the Superintendent or the Superintendent's designee shall, within the same periods, post a list of specified positions to be filled during the summer vacation period on a bulletin board at the administration office and shall send such lists of positions to the Association.

- 6.35 Specified positions are director, principal, assistant principal, department head, coach and counselor.
- 6.36 All appointments to the aforesaid vacancies and openings shall be based on qualifications and experience. They shall be made without regard to age, race, creed, color, religion, nationality, marital status, or ancestry unless based upon a bona fide occupational qualification.
- 6.37 Notwithstanding anything in this Agreement apparently or actually to the contrary, the positions of director, department head (“department chairperson”) and teacher-in-charge are annual appointments which therefore become “vacant” at the end of each fiscal year.

#### **Section 6.4 Other Vacancies**

- 6.41 As soon as practicable after a vacancy (other than a vacancy in a specified position listed in paragraph 6.35 of this Agreement) becomes known, the Superintendent or the Superintendent’s designee shall email notice thereof to all OTA members with an active District email account. All teachers shall have an opportunity to make written application to the Superintendent's office to fill such vacancies.

#### **Section 6.5 Substitute Teachers**

- 6.51 Any vacancy created by leave of absence, or because of illness of regular appointees shall be filled, when available, by a substitute who is qualified and who is certified in the area in which the substitute will instruct, but this shall not in any way prevent the use of long term substitutes to fill any such vacancy.
- 6.52 A teacher who is appointed as a long term substitute for a continuous period of not less than one full semester shall be entitled to receive the benefits of the Agreement.
- 6.53 A teacher who is hired to substitute for a teacher where it is originally expected that the appointment will be for less than one semester, but who actually works for more than one semester shall, beginning on the first day of the new semester, be treated as a long term substitute.

#### **Section 6.6 Teacher Aides**

- 6.61 The Board agrees to reduce non-teaching duties through the use of teacher aides and clerical assistants so that teachers shall have more time to devote to their teaching duties.

#### **Section 6.7 Layoffs and Recalls**

- 6.71 A notice of recall shall be sent to the teacher by registered or certified mail (return receipt requested) at the teacher's most recent address shown on the District’s record. It is the

responsibility of the teacher on layoff to notify the District if there is any change in contact information. Teacher recall will be in accordance with the New York State Education Law.

## **ARTICLE 7: ABSENCE FROM DUTY**

### **Section 7.1 Personal Illness**

- 7.11 All teachers will be credited ten (10) sick leave days each school year, effective on the first day of required teaching attendance.
- 7.12 Sick leave days may be accumulated up to two hundred (200) days.
- 7.13 Whenever a teacher knows in advance that it will be necessary to be absent because of illness or injury (i.e., pregnancy, scheduled surgery) the teacher will notify the District as far in advance of the first day of absence as possible. The notice will be in writing, will state the expected dates of absence so far as is known, and will be accompanied by a physician's statement supporting the need for and probable duration of absence.
- 7.14 In case of a serious and prolonged illness, or a medical condition of a teacher which dictates that the teacher not be exposed to a contagious disease present in the school, as confirmed by a physician, a teacher who has exhausted all of the teacher's accumulated sick leave may be allowed additional sick leave days without loss of pay by utilizing the accumulated sick leave days of other teachers provided, however, that no more than three such accumulated days per teacher per school year may be contributed. The following conditions shall apply:
- (a) A Sick Leave Bank Committee shall be formed, comprised of the Association President and Association Vice President or Co-President. At the Superintendent's discretion, the Superintendent or the Superintendent's designee may serve as a member of the committee.
  - (b) The Sick Bank Committee shall mutually agree on the number of days (not to exceed 91), which shall be allowed the teacher per school year under this provision. Each such agreed on day must be deducted from the accumulation of some other teacher or teachers pursuant to a written authorization signed by the teacher or teachers.
  - (c) If more total days are contributed than the ill teacher utilizes, the unused balance shall be accumulated (and may be carried over from year to year) for use by other teachers who meet the requirements of this provision.
  - (d) The maximum number of sick days that can be accumulated in the sick bank is 400, but no more than 300 days per school year may be used.

- (e) No additional days will be contributed until the Bank drops to 200.
- (f) In the event that the bank drops below 200, all sick bank members will contribute a minimum of 1 day, the following September, to bring the total bank up to 400. In the event a sick bank member chooses not to donate the member will no longer be a member of the bank.
- (g) There will be an open enrollment period for the month of September during which nonparticipating members may join.
- (h) New hired OTA members will be eligible to join within 30 days of their start date.
- (i) The total days in the bank may temporarily exceed 400 following contributions to restore the 400 days or allow contributions by new members but in no event shall more than 300 days per year be available for use.
- (j) The sick leave bank will be administered by the Association according to guidelines mutually agreed upon between the Association and the District.

7.15 In the event of an absence for illness that exceeds three days, and the administrator has reasonable cause to believe that there is an abuse of sick leave policy, the administrator may require a doctor's certificate to confirm such illness. If a teacher anticipates using sick leave in excess of five (5) consecutive school days, the teacher shall notify the District of that to facilitate scheduling. Before a teacher returns from sick leave after an absence in excess of five (5) consecutive school days the District shall have the right to require a note from a doctor, at the District's expense, stating that the teacher is fit to return to full duty. In the event that a teacher is deemed by the teacher's doctor to be unfit to return to full duty, the Superintendent shall make the determination as to whether a return to partial duty will be permitted. The District shall have the right to require a teacher to be examined by the District's physician, at the District's expense, to determine if the reason for the teacher's absence has been sufficiently cured to allow the teacher to return to work, before the teacher can return from sick leave following an absence of more than five (5) consecutive school days. If the District exercises this right and such action causes the employee to be delayed from returning to work pending the District's doctor's determination, the employee shall not lose any additional sick days for the time lost from work due to the delay. If the District's doctor and the teacher's doctor disagree and the District decides to not allow the teacher to return to work, the teacher may request, within twenty-four (24) hours, and the District will pay for a third opinion, which shall be controlling. The doctor supplying the third opinion shall be selected by mutual agreement of the teacher's doctor and the District's doctor. Any time lost from work from the date of the teacher's request for a third opinion to the date that an opinion is rendered by the doctor shall be shared equally by the District and the teacher. If the teacher is deemed unfit to



return to work by the third doctor, the teacher shall resume using the teacher's own sick leave days until the teacher is able to return to work.

### **Section 7.2 Illness in the Immediate Family**

- 7.21 Up to fifteen days per school year of absence for illness in the immediate family may be charged against accumulated sick leave. The Superintendent may grant additional days from the teacher's accumulated sick leave as the Superintendent determines to be appropriate.
- 7.22 As used in this section 7.2, immediate family is defined as: parent, grandparent, child, brother, sister, spouse, domestic partner, grandchild, father-in-law, mother-in-law, or member of the immediate household.

### **Section 7.3 Absences for Special Conditions**

- 7.31 Authorized absences will be granted to probationary and permanent teachers under the conditions specified in succeeding paragraphs of this section 7.3.
- (a) For official District business upon recommendation by the Superintendent and approval of the Board. The District shall pay for reasonable expenses.
  - (b) Not more than a total of 25 workdays per year may be used by teachers to conduct business for the Association or organizations with which it is affiliated. No more than 5 teachers may be absent on any one day pursuant to this provision; however up to three (3) additional teachers may be absent if substitute teachers are available to cover such absences. Notice of absence for such days shall be given as far in advance as practicable, but in any case not less than 5 school days in advance of the first day of such absence. Notice shall be given to the Superintendent's office and shall be accompanied by a statement signed by the Association President stating that the teachers involved are authorized to use the days for Association business.
  - (c) Jury duty or other service required by law, court order, subpoena or other governmental authority beyond control to the individual and necessitating absence from duty will be with full pay. The teacher shall assign compensation, not including travel or meal expenses, to the District.
  - (d) If there is a death in the teacher's immediate family, the teacher may be absent for three days per death for the purpose of attending the funeral and making other arrangements in connection therewith. The Superintendent may grant additional days as the Superintendent determines to be appropriate. As used in this paragraph, "immediate family" means the same as that phrase as defined in paragraph 7.22 and in addition includes grandparent, grandchild, brother-in-law, sister-in-law, parent-in-law, grandparent-in-law, niece, and nephew. A teacher may be absent for one day for the purpose of attending the funeral of an aunt and uncle and making other arrangements in connection therewith.

- (e) To attend a teacher's own graduation ceremonies, one (1) day with full pay, provided graduation ceremonies occur on days school is in session.
- (1) If travel time is required, the one (1) day with full pay referenced in the immediately preceding paragraph shall be provided, along with up to (2) additional days, deducted from personal leave, with prior notification to the Superintendent.
- (f) A member of this unit may be absent three (3) days for personal business with at least twenty-four (24) hours' notice unless an emergency arises that precludes such notice. Personal leave days are granted for the purpose of conducting legal or personal business affairs that must take place during working hours. Personal business days may not be taken immediately prior to or immediately following a scheduled school recess, holiday, vacation day, conference day, nor any first day of deer hunting (gun and bow and arrow) or trout fishing season in New York and Pennsylvania. Personal days are not to be used to extend vacations or time off from school prior to or after a school holiday. The Superintendent may authorize such days as valid within the Superintendent's discretion. Unused personal business days will be added to accumulated sick leave. A regular substitute teacher covered by this Agreement shall be given a number of days' leave which is proportional to the teacher's length of service to the District for the particular year in question.
- (1) Personal leave days, as outlined in Section 7.31(f), may be used to observe traditional and customary religious holidays where absence or abstention from work is required or customary or is authorized by the Commissioner's list, provided such religious obligations cannot be observed outside of school hours. Personal leave taken for this purpose will not disqualify the unit member from the benefit described in paragraph 7.56, so long as the teacher notifies the Human Resources Office of the nature of the personal leave at least one (1) week prior to the anticipated leave. If these personal days are exhausted, the Superintendent may grant, within the Superintendent's discretion, additional days with pay, to be deducted from the teacher's sick leave.
- (2) Personal leave days may be used to take a child to college or to attend the child's graduation. If these personal days are exhausted, the Superintendent may grant within the Superintendent's discretion, additional days with pay, to be deducted from the teacher's sick leave.
- (g) Each member of the professional staff may apply to the Superintendent for up to two (2) visiting days per school year. The Superintendent shall determine whether to grant any such request in the Superintendent's sole discretion, which may not be grieved or otherwise challenged. All requests for a visiting day shall be subject to the following conditions:

- (1) Request to be filed with the Superintendent indicating school system to be visited and points of interest or emphasis to be observed.
- (2) Visiting days may be taken in either semester, but before May 15.
- (3) No request will be honored for visiting days which immediately precede or follow any recess or vacation, except that Superintendent may authorize such days as valid within the Superintendent's discretion.
- (4) No deduction will be made from sick leave or salary.
- (5) Expenses incurred in traveling or for meals must be paid by the teacher.
- (6) A written report must be filed with the Superintendent of the visit within the school system or to an outside school system.
- (h) If a teacher has to leave early in order to attend a summer school, the teacher may submit a written request to the Superintendent through the teacher's principal which may be granted at the Superintendent's discretion.
- (i) Emergency Days. The Superintendent has the authority to grant a teacher one (1) or two (2) emergency days per year for unseen events. The decision of the superintendent is final and cannot be grieved.

#### **Section 7.4 Leaves of Absence**

- 7.41 Not more than one teacher at a time may be granted a leave to engage in local, state or national Association activities
  - (a) Leave may be up to two (2) years without pay
  - (b) Selection will be by the Association membership.
  - (c) Application for such a leave will be made in writing to the Superintendent not later than the February 1<sup>st</sup> preceding the commencement of the school year in which the leave is to begin.
- 7.42 Not more than one (1) teacher at a time may be granted a leave for educational improvement, such as study at a college or university, or for service with the Peace Corps, Vista, National Teachers Corps, or as an Exchange Teacher, on a half time basis. Any such leave pursuant to this paragraph shall be without pay and for up to a maximum period of two (2) years. Requests for such leave must be presented in writing by the February 1 preceding the date that the leave is to begin and will be determined by the Superintendent.

- 7.43 An unpaid child-rearing leave may be granted for up to a maximum of two (2) years for the care of a newborn or newly adopted child, in accordance with the terms of paragraph 7.44 of this Agreement. When granted, such leave shall take effect either (a) at the end of the mother's disability following birth, (b) at birth, in case of leave by the father of a newborn child, or (c) on placement of the child in the adopting teacher's home.

7.44

(a) Child-Rearing Leave - Application Procedure

A teacher requesting a Child-Rearing Leave will follow the following procedure.

- (1) The Board shall be notified as soon as possible.
- (2) The leave shall be for one (1) year. Whenever possible, the leave shall begin September 1<sup>st</sup>, or February 1<sup>st</sup>.
- (3) The leave may be extended upon application by the teacher and approval by the Board.
- (4) The leave may be terminated earlier upon request by the teacher and the recommendation of the Superintendent.
- (5) The Superintendent is authorized to adjust the date of return from such leave to coincide with the beginning of a school term.

(b) Benefits

When a teacher returns from a child-rearing leave, all probationary service, seniority, salary credit, and service for other purposes accumulated by the teacher as of the last day of work shall be restored to the teacher.

(c) Insurance

Teachers on child-rearing leave shall have the option to continue participation in the health insurance plan under this Agreement, as then currently in force, at their own expense, provided the premium for such insurance for each month is paid by the 25th of the preceding month.

- 7.45 A leave, without pay, may be granted for personal reasons at the discretion of the Board.

- (a) The leave must be recommended by the Superintendent.
- (b) The request must be in writing and must be submitted to the Superintendent at least thirty (30) days in advance of the requested first day of leave unless the Superintendent waives the time limit for good cause shown.

- 7.46 With respect to a leave scheduled to terminate at the end of the first semester, not later than the last October 1<sup>st</sup> prior to the time the teacher's leave is to expire, a teacher on leave under this section 7.4 must notify the Superintendent in writing of the teacher's intent to return from leave. Failure to so notify the Superintendent shall indicate to the District that the teacher will not return to the teacher's position and terminates the leave as of the end of the first semester. With respect to a leave scheduled to terminate at the end of the second semester, the same rules apply except that the notice date is April 1<sup>st</sup> and the leave terminates as of June 30<sup>th</sup>.
- 7.47 Except as otherwise provided in paragraph 8.18 of this Agreement, the time which a teacher spends on leave pursuant to any paragraph of this Section 7.4 or of 7.5 shall not be credited as service to the District for any purpose, but when a teacher returns from such a leave the teacher shall be credited, for all purposes except salary, with the service the teacher had accumulated as of the teacher's last day of work for the District prior to the commencement of the teacher's leave.

### **Section 7.5 General Provisions**

- 7.51 All benefits to which a teacher was entitled at the time the teacher's leave of absence commenced, including unused accumulated sick leave, will be restored upon the teacher's return.
- 7.52 When a teacher returns from a leave of absence, the teacher will be entitled to the same position or a comparable one unless the position has been abolished in which case the teacher's right to a position will be determined according to law.
- 7.53 All requests involving leaves shall be in writing.
- 7.54 Board action relative to leaves shall be in the minutes.
- 7.55 The District may require a teacher on leave of absence to furnish, prior to returning to duty, appropriate medical evidence of the teacher's fitness to perform the teacher's duties.
- 7.56 Association business leave day(s) pursuant to paragraph 7.31(b), bereavement leave day(s) pursuant to paragraph 7.31(e), and days contributed to the sick leave bank pursuant to paragraph 7.13 shall not be counted as an absence which would disqualify the teacher for an award under Section 7.56.

If a teacher attends all but two or less of the required teacher attendance days during the school year, the teacher will be paid on the first regular payday for school employees in the following fiscal year an amount equal to one percent of the salary amount shown for step one in Appendix A for the school year in which the teacher earned this attendance award.

7.57 If the Family and Medical Leave Act of 1993, or regulations adopted pursuant thereto, or any legislation or regulation adopted by New York State requires the District to grant leave for a purpose covered by this Agreement, an employee who is entitled to leave pursuant both to this Agreement and to such Act, regulation or legislation shall be entitled to leave under the terms of one (i.e., this Agreement) or the other (i.e., the legislation or regulation) only, whichever the employee chooses.

#### 7.58 Retirement Benefit

Teacher(s) who elect to retire in their first year of eligibility without penalty under the rules of the New York State Teacher's Retirement System (NYSTRS) may be reimbursed for accumulated unused sick days in excess of seventy-five (75) sick days at a rate of one hundred thirty dollars (\$130) per day up to a maximum one hundred twenty-five (125) sick days paid.

*Example(s):*

*Teacher has 200 sick days accumulated.*

*200 - 75 days = 125 days*

*125 days X \$130 per day = \$16,250 paid out*

*Teacher has 80 sick days accumulated.*

*80 - 75 days = 5 days*

*5 days X \$130 per day = \$650 paid out*

*Teacher has 75 or less days accumulated.*

*Teacher does not receive pay out*

In order to be eligible for this benefit, the teacher must 1) elect to retire during their first year of eligibility (without penalty) 2) submit an irrevocable letter of resignation (cannot be revoked after seven days from submission to the District) for retirement purposes to the District Office no later than 4:00 PM on December 15<sup>th</sup> in the year of retirement and 3) retire by June 30<sup>th</sup> of the same school year

Payment for accumulated unused sick days will be made in the form of a District contribution to the teacher's previously established 403(b) account in accordance with IRS Regulations and District Plan Rules. It is the Teacher's responsibility to assure that a 403(b) account is established at least thirty (30) days prior to retirement Teachers who do not establish such an account more than thirty (30) days prior to retirement will not be eligible to receive this benefit.

In the year of the teacher's retirement the District will make sure payment up to the maximum amount allowed within 60 calendar days of the teacher's effective retirement date. Any remaining amount will be paid out in January of the next calendar year in accordance with Federal and State Law and Regulation.

## **Section 7.6 Professional Workshops and Conferences**

- 7.61 The District shall pay the reasonable expenses, including fees, meals, lodging and transportation, incurred by teachers attending workshops, seminars, conferences and other professional improvement sessions, excluding the annual NYSUT delegate assembly, provided the teacher's attendance at the event has received prior approval of the Superintendent or the Superintendent's designee. The annual program developed by the District for attendance at such events shall be apportioned among the departments and buildings in an equitable fashion so as to benefit the entire system. In addition, any teacher may attend such sessions at the teacher's own expense, provided the teacher has the approval of the Superintendent. Attendance at such meetings shall be considered regular teaching days.
- 7.62 The Association shall encourage participation of its members in joint workshops for improvement of instruction, and will help defray expenses of participants in activities that are sponsored by the NYSUT.

## **Section 7.7 Workers' Compensation Laws**

- 7.71 Whenever a teacher is absent from the teacher's employment and unable to perform the teacher's duties as a result of a personal injury caused by an accident or assault occurring in the course of the teacher's employment and receives Workers' Compensation payments for such absence, the teacher will be paid sick benefits in lieu of wages during the teacher's absence from the teacher's employment up to a period of seven (7) months. Sick benefits are defined as being that amount which represents the difference between Workers' Compensation, payments in regular salary and includes any other benefits or emoluments redounding to the benefit of the employee under the existing Agreement. Days allowed for absence due to injury suffered on school premises or in line of duty covered by Workers' Compensation shall not be deducted from sick time allowance.

In the event of a work related accident, the unit member shall immediately notify the school nurse and, as soon as practicable, the member's immediate supervisor.

## **ARTICLE 8: COMPENSATION**

### **Section 8.1 Salary Schedule**

- 8.11 Set forth in Appendix A of this Agreement is the Bachelor's Degree column of the Teacher's Salary Schedule for the duration of the agreement. Each column shall be in effect for the period from September 1 through August 31 of the following year (both dates inclusive). Such column shall apply to certified teachers who have a Bachelor's Degree. Certified teachers who have a Bachelor's Degree and who have earned graduate credits or in-service credits shall be paid therefore in accordance with 8.12 or 8.14 of the Agreement,

respectively, at the rate of \$52.00 effective for each individual credit. A limit of 100 credits may be earned for this benefit.

8.12 Payment for advanced professional preparation shall be based upon units earned in excess of those required for any degree or degrees for which the teacher elects to claim credit. These units must be subsequent to the date the degree is earned. These units must be recognized for certification by the New York State Education Department. In order to receive credit on the salary schedule for earned credit, official transcripts must be received by the Superintendent's office by September 15, for the first semester, and February 15 for the second semester in order to receive half stipend, but if official transcripts are not then available, grade reports may be received provided they are replaced by official transcripts soon as they are available.

8.13 A teacher who has a Master's Degree will receive \$925 annually in addition to the teacher's other compensation.

8.14 In-service credit may be granted and earned by:

Laboratory Type	20 Clock Hours	1 credit
Lecture Type	20 Clock Hours	1 credit
Seminar Type	20 Clock Hours	1 credit

or any combination of the above used by the instructor for a period of 20 clock hours. Participants will earn credits, not salary, if programs can be organized for summer in-service training and it is financially feasible to pay participants, no credit will be permitted on the salary schedule.

8.15 The salary schedule in Appendix A of this Agreement and the provisions of this Section 8.1 shall be the sole guide used in determining the pay for all positions in this negotiating unit. All persons shall be on the attained step. No one shall be placed between steps, except that no teacher shall advance more than one (1) step in converting to the revised schedule. Years of service in the District above the steps on this schedule will continue to be a matter of record, and will be used for future salary schedules if so determined at the time of adoption of any new schedule. During the month of September teachers shall be notified, in writing, of their credited years of service in the District

8.16 In hiring new teachers, all teachers certified in accordance with New York State Education Law may be given credit for prior school teaching experience at the Superintendent's discretion.

8.17 Credit for experience other than teaching experience may be granted at the Superintendent's discretion.



8.18 Teachers who are on the active payroll for less than a full school year will be placed on the salary schedule in the next school year in which the teacher returns to the active payroll according to the following standards:

(1) A teacher who works 93 days or less in a school year will not advance a step on the schedule in that next school year.

(2) A teacher who works 94 days or more in a school year will advance a step on the schedule in that next school year if the teacher is otherwise entitled to do so.

8.19 Although maintaining appropriate teaching certification is the responsibility of the teacher, the District will reimburse teachers who at the District's written request, take and pass New York State teacher certification test(s) to obtain additional certification(s).

## **Section 8.2 Additional Stipends**

8.21 Persons appointed to work in the following positions shall be paid for such work (in addition to their annual salary) the following amounts per year:

Psychologist	\$935
School Counselor	\$885
OIMS Guidance Department Master Scheduler	\$510
Speech Therapist	\$835

<b>Position</b>	<b>Effective September 1, 2020</b>
Dept Chair (grades 6-12) & Directors:	
10 or more teachers assigned to dept	\$2,010
7 – 9 teachers assigned to grade level/dept	\$1,710
4 – 6 teachers assigned to grade level/dept	\$1,010
1 – 3 teachers assigned to grade level/dept	\$710
Teacher-in-Charge	\$860
OHS Learning Team Leader	\$1,510
OIMS Learning Team Leader	\$1,510
Primary Learning Team Leader	\$910
Speech Pathologist	\$885
RTI_Chair	\$860
CSE Chair	\$5,410
CPSE Chair	\$4,010
504 Chair	\$910
CPI Trainer	\$3,000

In addition to the above, when a school counselor, speech therapist, instructional coach (e.g., Board appointed literacy coach, reading coach) or psychologist works during July or August, the unit member shall be paid 1/200th of the unit member's combined teacher-school counselor, speech therapist or psychologist salary for the preceding school year for

each day of such work as a school counselor, speech therapist or psychologist, respectively, or, if the member works an 11th month (ie , 20 work days), the member shall be paid 1/10 of the member's ten month salary.

- 8.22 The District will appoint a teacher in each primary building who will be in charge on days when school is in session at times when the building principal is not in the building.
- 8.23 Each teacher who supervises an organized detention study hall (as distinct from an individual teacher retaining students after school) shall be paid for such work at the rate of \$30.00 per hour.
- 8.24 The position of Director of Counseling/Guidance shall be compensated in accordance with the terms of paragraph 8.21, provided that if in any school year a teacher other than the Director of Counseling/Guidance prepares the master schedule for the high school, that teacher shall be paid one half of the Director of Counseling/Guidance stipend and the Director of Counseling/Guidance shall be paid the other half of the stipend.
- 8.25 If additional after school supervision is needed staff will be compensated at the hourly rate of \$30.00

### **Section 8.3 Extracurricular Activities**

- 8.31 Extracurricular activities are those teacher responsibilities for student programs outside the activities of the regular school day.
- 8.32 With respect to those extracurricular activities listed in Appendix B of this Agreement, compensation will be paid as therein provided.
- 8.33 The District may continue or establish extracurricular activities other than those listed in Appendix B of this Agreement. If such extracurricular activity is to be compensated, the compensation shall be negotiated with the Association. Such other extracurricular activities shall be conducted by volunteers, but if there are no volunteers or an insufficient number of volunteers for an extracurricular activity, the District may assign teachers to conduct the extracurricular activity. As soon as practicable after the District establishes a new extracurricular activity and appoints a teacher to conduct it, the District shall give the Association president written notice of the extracurricular activity, its proposed rate of compensation and the name of the appointee.
- 8.34 Appointments to extracurricular activity and/or extra duty positions (such as those listed in Section 8.2 and Appendix B) are made only on an annual basis and shall not automatically entitle a person to be reappointed in subsequent years, discretion for which lies exclusively with the Board of Education and/or the Superintendent. All teachers who wish to be considered for said positions in the upcoming school year shall indicate this desire in writing to their building principal or Athletic Director by April 1 of each school year. Teachers will be notified by the District of appointments to said positions immediately following the Board of

Education meeting in June. The exception to this will be for spring sports. Appointments for spring sports shall be made at the August Board of Education Meeting. Any positions not filled from among those teachers who initially submitted a letter of interest shall be posted on the District's school Bulletin Boards and e-mailed to all teachers with an active District account immediately following the June Board of Education meeting. Any positions for spring sports not filled from among those teachers who initially submitted a letter of interest shall be sent to all OTA members with an active District account immediately following the August Board of Education meeting.

#### **Section 8.4 Health Insurance**

- 8.41 The District is a participant in the Allegany/Cattaraugus School's Medical Plan and will make available plans to teachers who are eligible, under the terms and eligibility as defined below, for such plan and are on the active payroll. If either of the Allegany/Cattaraugus School's Medical Plans change, they shall be automatically incorporated into the Plan and applicable to its enrollees in the District and shall not require negotiation between the Association and the District prior to the expiration of this Agreement and the general negotiations for a successor Agreement. Teachers may enroll for either family or individual coverage.

The District shall have no obligation to furnish health insurance coverage to any employee who has such coverage through another employer of the member or a member of the employee's immediate family.

POS Coverage and Eligibility.

All unit members participating in the POS will be enrolled in a \$35/\$20/\$2 co-pay prescription drug plan (co-pays are non-preferred brand name, preferred brand name and generic, respectively) Mail order for any of the above will cost the member the equivalent of two (2) co-pays for a three (3) month supply.

The District will pay the following percentages of the POS premium cost for eligible unit members:

Hired prior to July 1, 2004	95%
Hired on or after July 1, 2004 but on or before July 1, 2006	90%
Hired after July 1, 2006	85%

Any changes which are made to the Allegany/Cattaraugus Medical POS Plan shall be automatically incorporated into the Plan and applicable to its enrollees in the District and shall not require negotiations between the Association and the District prior to the expiration of this Agreement and the general negotiations for a successor agreement.

- 8.42 Any teacher in the District who is covered under another insurance plan may waive being covered by the health insurance coverage set forth in paragraph 8.41 of this Agreement by submitting to the District's Business Office a written, dated and signed waiver to that effect. The foregoing sentence shall apply to all teachers in the District, including married individuals where both spouses are employed as teachers in the District. When a teacher submits such a waiver, the teacher's coverage will be stopped effective with the first month for which the District has not already paid the premium. A teacher who is covered under another employee of the Olean City School District and waives health insurance coverage shall receive \$800 annually for such waiver, to be paid by a separate check with the last pay in June, provided that no coverage is provided during a 12-month period.

A teacher who is covered under another insurance plan outside the Olean City School and waives District health insurance coverage will receive an additional \$3,000 (annually). If a teacher waives coverage for less than 12 months, a prorated payment shall be made. A teacher who waives coverage may reenter the District's plan by providing written notice to the Business Administrator.

8.43 Cafeteria Plan.

- (a) The District will continue to maintain a Cafeteria Plan pursuant to Section 125 of the Internal Revenue Code of 1986, as amended. The District will continue to bear the administrative cost of maintaining and operating the Cafeteria Plan.
- (b) The benefits that will be available under the Cafeteria Plan are as follows.
  - (1) A Medical Premium Conversion Account to which a teacher may elect to contribute, on a pre-tax basis, the member's share, if any, of the monthly premiums for the member's coverage under the health insurance provided by the District.
  - (2) A Medical Expense Reimbursement Account to which a teacher may elect to contribute, on a pre-tax basis, up to \$3,500 per plan year.
  - (3) A Dependent Care Assistance Spending Account to which a teacher may elect to contribute, on a pre-tax basis, an amount up to the maximum annual contributions permitted by law.
  - (4) A payment in lieu of health insurance under which a teacher who does not receive coverage under the District's health insurance program will receive additional cash compensation (as described in paragraph 8.42).
- (c) Participation in the Cafeteria Plan is optional, and any amounts that a teacher elects to contribute to the Cafeteria Plan shall be deducted from the member's paycheck in equal installments.

- 8.44 An Employee who retires from District service under the rules of the NYSTRS shall have the right to continue in the District's group health plan at the member's own expense from the date of retirement until such time as the employee is deceased, covered under another plan or opts to terminate coverage through the District's plan for any reason. Coverage shall be

available pursuant to this provision for the retiree and any dependents covered as of the date of retirement: (i.e., a second spouse or dependent children through remarriage after the date of retirement cannot be covered). The coverage available to the retiree (and dependents) shall be provided through the same plan provided to active employees and shall be available at a cost equal to 100% of the applicable premium for retirees under the plan. The right of an employee to continue participation in the District's group health plan as set forth in this paragraph shall be subject to the terms of the plan and/or any restrictions established by the carrier. Any inconsistent provision of this paragraph shall be deemed null and void if a retiree (and/or dependents) at any time on or after retirement opts out of any of the benefits provided under the plan (for example, prescription card), the retiree (and/or dependents) shall not thereafter be entitled to obtain or opt for said benefit. The retiree (and dependents) shall, with the exception of the rules for dependent coverage and opting out of benefits stated herein, be subject to all plan rules applicable to active employees except where the plan has rules specific to retiree coverage. Benefits provided pursuant to this provision shall run concurrent with the benefits provided by COBRA for the first 18, 19 or 36 months (as applicable) of coverage. In order for a retiree (and dependents) to obtain coverage pursuant to this provision, an election must be made within two months of the date of retirement or one month before benefits under COBRA would cease. "Retirement from District service" pursuant to this provision means that there shall be no break between the employee's service to the District and the retirement.

- 8.45 The District shall establish a HRA (Health Reimbursement Account) for any unit member who is participating in a District health insurance plan. The District shall choose the plan administrator and pay the administrative fees. The plan is to be annually funded for each eligible employee at the following levels:

For those hired on or before 7/1/04	\$250.00
For those hired after 7/1/04 and on or before 7/1/06	\$350.00
For those hired after 7/1/06	\$500.00

This district-established HRA shall be subject to State and Federal Law and Regulation, including IRS regulations and rulings, and applicable withholdings. Should any portion of the HRA be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to Law and/or Regulation, the Association and the District shall promptly meet and negotiate those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

- 8.46 The District shall offer, at no cost to the member, an Employee Assistance Program for all unit members.
- 8.47 Retirement Notice Incentive. Full-time unit members with at least ten (10) consecutive years of employment with the District will be eligible for a payment of Two Thousand Five Hundred Dollars (\$2,500) if the unit member provides written notification to the District by January 1<sup>st</sup> announcing a retirement date between that July 1 to the following June 30<sup>th</sup> (i.e., provides

written notice by January 1 that the unit member will retire on a particular date during the next fiscal year). After fourteen (14) days from providing such written notice, the notice will be deemed irrevocable, unless due to extenuating circumstances revocation is approved by the Superintendent and Board. The incentive will be paid on the last day of employment and will be credited to the unit member's 105H plan account if they are enrolled in a District health insurance plan as of their retirement date. Otherwise, it will be credited to the unit member's 403(b) plan account. It will be the responsibility of the unit member to have a 403(b) established to receive such credit.

## **ARTICLE 9: TEACHING ASSISTANTS**

### **Section 9.1 – Teaching Assistants**

9.11 The position of Teaching Assistant shall be entitled to the following:

- (a) Teaching Assistants shall have the right to dues deductions as provided for in Section 2.1 herein, titled "Dues Deduction."
- (b) Similar to Section 5.11 herein, Teaching Assistants shall work 7 hours per day; start and end times as well as work site and duty assignments are subject to change due to District needs.
- (c) Teaching Assistants shall work the same work year as required of the teaching staff as provided for in Section 5.51 of the CBA (under Section 5.5, titled "Work Year"), including that the work year shall be governed by the school calendar and they shall not be required to attend work on more than 186 days.
- (d) Level I Teaching Assistants (as defined by the State Education Department Teaching Assistant Licensing guidelines) shall be paid 60% of the starting salary for teachers on Step one (1) of the salary schedule provided for in Appendix A herein.
- (e) Level II Teaching Assistants (as defined by the State Education Department Teaching Assistant Licensing guidelines) shall be paid 65% of the starting salary for teachers on Step one (1) of the salary schedule provided for in Appendix A herein.
- (f) Level III Teaching Assistants (as defined by the State Education Department Teaching Assistant Licensing guidelines) shall be paid 70% of the starting salary for teachers on Step one (1) of the salary schedule provided for in Appendix A herein.
- (g) Certified Teaching Assistants who obtain Level II, or Level III and Pre-Professional Teaching Assistant certification must submit official documentation from the State Education Department of such certification by September 15 in order to be eligible to receive the 65% or 70% of teacher salary (provided in paragraph "e" and "f" above) for the first semester.

- (h) Certified Teaching Assistants who obtain Level II, or Level III and Pre-Professional Teaching Assistant certification must submit official documentation from the State Education Department of such certification by February 15 in order to be eligible to receive the 65% or 70% of teacher salary (provided in paragraph “e” and “f” above) for the second semester.
- (i) Teaching Assistants who are on the active payroll for less than a full school year will be placed on the salary schedule in the next school year in which the Teaching Assistant returns to the active payroll according to same standards as teachers and as provided in Section 8.18 herein.
  - (1) A Teaching Assistant who works 93 days or less in a school year will not advance a step on the schedule in that next school year.
  - (2) A Teaching Assistant who works 94 days or more in a school year will advance a step on the schedule in that next school year if the Teaching Assistant is otherwise entitled to do so.
- (j) Teaching Assistants shall receive the same benefits as teachers with respect to absence from duty as provided for in the following sections herein:
  - (1) Section 7.1, titled Personal Illness;
  - (2) Section 7.2, titled Illness in the Immediate Family;
  - (3) Section 7.3, titled Absences for Special Conditions, subsections:
    - i. Subsection (a) regarding official District business;
    - ii. Subsection (b) regarding Association business,
    - iii. Subsection (c) regarding jury duty;
    - iv. Subsection (d) regarding a death in the immediate family
    - v. Subsection (f) regarding personal business; and
    - vi. Subsection (i) regarding emergency days.
  - (4) Sections 7.43 and 7.44, regarding unpaid child-rearing leave;
  - (5) Section 7.45, regarding leave without pay for personal reasons;

- (6) Sections 7.46 and 7.47, which outline, among other things, procedures for returning from a leave of absence and service credit while on leave; and
- (7) Section 7.5, titled General Provisions.
- (k) Teaching Assistants shall receive health insurance benefits consistent with the amounts provided for in Section 8.4 herein (i.e., the person hired will be considered "Hired after July 1, 2006" (even if an existing employee is hired) and contribute 15%).
  - (1) Teaching Assistants will be eligible for the health insurance buyout in accordance with Section 8.42.
  - (2) Teaching Assistants will be eligible for the Cafeteria Plan in accordance with Section 8.43.
  - (3) Teaching Assistants will be eligible for retiree health insurance pursuant to Section 8.44.
  - (4) Teaching Assistants will be eligible for HRA benefits in accordance with Section 8.45 (any person hired from within the District to this position shall be considered hired after 7/1/06 and receive \$500 contribution).
- (l) Teaching assistants shall be evaluated using Section 4.28 of this agreement.

## **ARTICLE 10: MISCELLANEOUS**

### **Section 10.1 Summer School**

- 10.11 A statement of all subject area openings for summer school teachers will be posted in each school building as early as practicable, and under normal conditions, not later than the preceding April 1. Applications must be submitted within twenty (20) school days of the posting of said notices. Teachers who have applied for such summer school positions will be notified of the action taken regarding their applications as early as practicable, and under normal circumstances, not later than the month of May.
- 10.12 Positions in summer school will, to the extent practicable, be filled first by regularly appointed teachers from the Olean School District. Previous successful summer school experience and qualifications will be important factors in making recommendations.
- 10.13 Once a teacher is notified of the teacher's acceptance for summer school employment, the teacher shall be employed for the period specified at the agreed compensation, provided there is sufficient enrollment to justify the teacher's employment.



- 10.14 Regularly appointed teachers from the Olean School District shall be entitled to one (1) sick leave day without loss of pay in each summer school session. At the discretion of the Superintendent, additional sick leave days may be granted on an individual basis in emergency situations.
- 10.15 The summer school staff at the middle/high level shall work and be compensated for thirty-three (33) days of duty which shall include days in the program to facilitate its opening and closing each year.
- 10.16 Class size shall be determined on the basis of what is best for students involved, and on what is administratively and financially practicable. Every reasonable effort shall be made to obtain optimum class size of 20-25 pupils in Regents classes.
- 10.17 Summer school teachers at the middle/high level will receive \$1800.00 for each period assignment, inclusive of preparation time. Teaching/proctoring time will not exceed 49.5 hours. Summer school teachers at the primary/intermediate level will receive the hourly equivalent according to the following formulas:
- Primary/Intermediate Level: 80 hours\*  
 $\$2400/80 \text{ hours}^* = \$30.00$   
\*(inclusive of 10 hours to be designated as prep time based upon seventy (70) hours of instruction. Allotted preparation time will be pro-rated for teachers instructing less than seventy (70) hours.)
- Summer driver education teachers shall be paid \$30.00 additional for each hour of extra work. Teachers will not be assigned to study halls. Teachers performing curriculum revision work shall be paid \$30.00 for the hours assigned by the District.
- 10.18 The provisions of this section 10.1 do not apply to programs which utilize federal aid monies.

## **Section 10.2 Evening School**

- 10.21 Teachers who wish to apply for positions in the evening school, shall make written applications to the Superintendent through the Director of Adult Education of the District prior to September 15.
- 10.22 Teachers who have applied for such evening school positions will be notified of the action taken on their application as early as practicable and under normal circumstances not later than October 1.
- 10.23 Positions in the evening schools will to the extent practicable, be filled first by regularly appointed teachers in the District. Previous evening school successful experience and qualifications will be important factors in making the selections.

- 10.24 Once a teacher is notified of the teacher's acceptance for evening school employment, the teacher shall be employed for the period specified at the agreed compensation, provided enrollment justifies the teacher's continued employment.
- 10.25 Salary of evening school teachers will be \$30.00/hour with the stipulation that fees for evening school will cover the costs.
- 10.26 The provisions of this section 10.2 do not apply to programs which utilize federal aid monies.

### **Section 10.3 Textbooks and Supplies**

- 10.31 Teachers and Administration shall collectively, within or among the various departments or grade levels, select textbooks and other instructional materials.
- 10.32 Disposition of all requisitions shall be made known to the originator of said requisitions at the earliest practical time. If items of requisitions are to be deleted, the originator shall be consulted concerning such deletions and shall, to every extent practicable, be given the opportunity to indicate alternatives or substitutes. Approved supplies and other requisition materials shall be labeled and delivered to every extent practicable to the originator of the requisition. Instructional materials shall, to every extent practicable, be delivered prior to the beginning of the school year.

### **Section 10.4 Other Miscellaneous Matters**

- 10.41 Student discipline in the classroom or during student activities shall be the responsibility of the teacher in charge. However, serious disciplinary infractions and disruptive students whose behavior does not respond to the teacher's corrective actions shall be referred to the building principal. When a teacher so refers a student, the teacher will inform the principal of the reasons for the referral. The principal will in turn inform the teacher of the action taken with respect to the student. Each Middle/High School principal will maintain a file of all students' photographs which shall be readily accessible to the teachers of the building. All actions taken pursuant to this paragraph by teachers or principals shall be consistent with Board policy.
- 10.42 If an institution which has granted a tuition waiver to a teacher requires that the Superintendent approve transfer of the waiver, then the Superintendent shall, at the request of the teacher to whom the waiver was granted, approve transfer of the waiver to another teacher in the employ of the District designated by the teacher to whom the waiver was granted.
- 10.43 The District shall not engage in performance contracting with private sector companies with respect to services now performed by teachers in the negotiating unit if to do so results in the abolition of positions in the negotiating unit.

10.44 Should the District participate in any new technological (off-site) programs; the parties shall bargain the impact.

**Appendix A**  
**TEACHER'S SALARY SCHEDULE**

Step	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
1	40,386	40,886	41,386	41,886	42,386
2	41,214	41,800	42,317	42,835	43,080
3	41,878	42,656	43,262	43,798	44,055
4	42,704	43,344	44,399	44,777	45,046
5	43,552	44,199	45,111	45,953	46,053
6	44,543	45,076	45,746	46,690	47,265
7	45,489	46,102	46,654	47,347	48,220
8	46,718	47,081	47,716	48,287	48,771
9	49,282	49,282	48,729	49,386	49,663
10	51,039	51,039	50,514	50,434	50,793
11	54,169	54,169	52,060	52,282	51,872
12	56,213	56,213	55,117	53,882	53,772
13	58,132	58,175	57,618	56,495	55,418
14	59,487	60,167	60,212	59,059	58,105
15	60,780	61,569	62,272	62,319	60,742
16	61,831	62,407	63,724	64,452	63,877
17	62,552	63,195	64,592	65,954	66,289
18	63,463	64,241	65,407	67,014	67,834
19	64,624	65,684	66,490	67,876	68,924
20	66,174	66,174	67,983	68,963	69,810
21	68,402	68,490	68,715	70,363	70,929
22	69,834	70,796	70,887	71,120	72,368
23	71,211	72,278	73,274	73,368	73,147
24	72,710	73,703	74,808	75,839	75,459
25	74,410	75,755	76,283	77,426	78,000
26	76,491	77,514	78,906	78,953	79,633
27	78,700	79,668	80,727	81,668	81,203
28	80,165	81,455	82,457	83,553	83,996
29	81,623	82,973	84,555	85,343	85,934
30	83,170	84,480	86,377	87,515	87,775
31	84,999	86,583	88,023	89,400	90,009
32	87,287	88,474	90,113	91,107	91,948

Effective September 1, 2020, off step teachers will receive a 3.5% increase over the teacher's 2019-2020 base salary.

Effective September 1, 2021, off step teachers will receive a 3.5% increase over the teacher's 2020-2021 base salary.

Effective September 1, 2022, off step teachers will receive a 3.5% increase over the teacher's 2021-2022 base salary.

Effective September 1, 2023, off step teachers will receive a 3.5% increase over the teacher's 2022-2023 base salary.

Effective September 1, 2024, off step teachers will receive a 2.85% increase over the teacher's 2023-2024 base salary.

## **Appendix B**

### **EXTRACURRICULAR ACTIVITIES SCHEDULE**

Each person occupying a position in a title listed below shall receive annual compensation therefore in an amount equal to the product of the index factor shown opposite the member's position title times the amount found in Step 1 in Appendix A for the applicable school year.

- (1) Effective September 1, 1983 each person who has occupied that same position title for at least three continuous school years including school year 1982-83 or who thereafter completes at least three continuous school years of such occupancy shall have the index factor to be applied to the member increased by 15%. (Example: for football head coach, the increased index factor would be .165 times 1.15 or .1898.)
- (2) Effective September 1, 1986 each person who has occupied that same position title for at least six continuous school years including school year 1985-86 or who thereafter completes at least six continuous school years of such occupancy shall have the index factor to be applied to the member increased by a further 10%. (Example: for the same football head coach, the member's previously increased index factor of .1898 would be multiplied by 1.1 to arrive at the member's index factor of .2090.)
- (3) Effective September 1, 1989 each person who has occupied that same position title for at least nine continuous school years or who thereafter completes at least nine continuous school years of such occupancy shall have the index factor to be applied to the member increased by a further 10% (Example: for the same football head coach, the member's previously increased index factor of .2090 would be multiplied by 1.1 to arrive at the member's new index factor of .2310.)
- (4) If the person occupying a position covered by this Schedule finds it necessary to take a leave of absence from the member's position, the unit member may apply to the

Superintendent for a one year leave of absence. This leave may be granted at the discretion of the Superintendent and, if so granted, will not count as a year of service in said position, but will not interrupt the accumulation of years used to determine eligibility for the increasing index

- (5) For any interscholastic program with a modified program but without a JV program, the modified coach's index will be .070.
- (6) Each Varsity and Assistant Varsity Coach that advances into the NYSPHSAA State Tournament following the Sectional tournament and Regional Playoffs, will receive One Hundred Fifty dollars (\$150) in addition to the coach's coaching stipend. Junior Varsity Coaches who are approved by the District to continue as an Assistant to the Varsity Coach beyond the Junior Varsity Coach's own season will also be eligible for this payment.

Increased index factors shall be rounded off to four places as in the examples above. The annual compensation for a position shall be rounded off to the nearest dollar. Probationary and tenured teachers of the District will be given preference over all others in filling positions listed in this Appendix provided that there are such teachers who seek the open positions and they are, at the District's discretion, qualified to fill them.

#### FALL SPORTS

Position		Index
Athletic Director		.180
Cheerleading, Football	Varsity	.045
	JV	.035
Cross Country, Boys/Girls	Varsity	.090
	Modified	.060
Football	Varsity	Head Coach .165
	Varsity	Assistants .085
	Modified	.060
Soccer	Varsity	Head Coach .105
	Varsity	Assistant .046
	JV	.085
	Modified	.060
Swimming, Girls		Head Coach .090
		Assistant .060
Tennis, Girls	Varsity	.090
Volleyball, Girls	Varsity	.090
	JV	.085
	Modified	.060

## WINTER SPORTS

Basketball	Varsity	Head Coach	.140
		Assistant	.060
	JV		.085
	Modified		.060
Bowling, Boys/ Girls			.060
Cheerleading, Basketball	Varsity		.045
	JV		.035
Swimming, Boys	Varsity	Head Coach	.100
		Assistant	.060
Wrestling		Head Coach	.140
		Assistant	.085
		Modified	.060
Indoor Track, Boys/Girls		Head Coach	.140

## SPRING SPORTS

Baseball	Varsity	Head Coach	.115
	JV		.085
	Modified		.060
Golf, Boys	A Team	Head Coach	.065
	JV		.045
Golf, Girls	Varsity	Head Coach	.065
	JV		.045
Softball	Varsity	Head Coach	.115
	JV		.085
	Modified		.060
Tennis, Boys	Varsity		.090
Track	Varsity	Head Coach	.115
	Varsity	Assistant	.060
	Modified		.060

## INTRAMURALS

Eight Month			.060
Four Month			.030

## MUSIC

BAND			
	High School		.095
	Intermediate (1)		.030

Marching Band/Jazz Band	.080
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ORCHESTRA

Intermediate (1)	.030
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The hourly rate (\$30) per negotiated agreement will be applied to special Holiday Performances on non-school days approved by the Superintendent of Schools.

ALL COUNTY: These events occur one weekend each, with the number of teachers involved in parenthesis. Preparation by said teachers is on an after school basis.

Grades 5-6 vocal (2) Each	.020
Grades 5-6 band (1)	.020
Grades 7-9 vocal (1)	.020
Grades 7-9 band (2) Each	.020
Grades 10-12 vocal (1)	.020
Grades 10-12 band (1)	.020
Houghton String Festival (3) Each	.030

NYSSMA SOLO FESTIVAL, COUNTY: This event takes place the first weekend in Feb. Teachers participating will be granted one stipend each, regardless of grade level. Preparation is on an after school basis.

String Instruments (2) Each	.010
Vocal (3) Each	.010
Instrumental (2) Each	.010

NYSSMA SOLO FESTIVAL, STATE: This event takes place in the Spring. Teachers participating will be granted one stipend each, regardless of grade level. Preparation is after school.

String Instruments (2) Each	.010
Vocal (3) Each	.010
Instrumental (2) Each	.010

SECTIONAL ALL STATE: Spring NYSSMA Festival determines students participating, varying each year. Number of teachers involved in parenthesis. These events occur one weekend each during the Fall.

Grades 7-9 vocal (2) Each	.010
Grades 7-9 band (1)	.010
Grades 7-9 strings (1)	.010
Grades 10-12 vocal (1)	.010
Grades 10-12 band (1)	.010
Grades 10-12 strings (2) Each	.010

OIMS CHORUS ACCOMPANIST	.020
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OIMS ORCHESTRA ACCOMPANIST	.020
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PRIMARY ORCHESTRA ACCOMPANIST/ASSIST.	.020
-These appointments require daily participation throughout the school year.	
COLOR GUARD	.040
SCHOOL MUSICAL:	
Vocal Instructor	.045
Musical Conductor	.045
BELL CANTO CHOIR	.040

#### OTHER ACTIVITIES

Yearbook High School	.075
Middle School	.040
Dramatics Director	.050
District and OHS Web Page Coordinator	.075
OHS Television Studio Coordinator	.075
District Newsletter and OHS Newspaper (Tele-o-Scope)	
(single stipend index to be split evenly between two individuals)	.075
High School (Grades 8-12) Class Advisors	.025
Student Activities Treasurer High School	.090
Student Activities Treasurer Middle School	.060
Student Activities Advisors (2) High School	.120
Student Activities Advisors (2) Middle School	.065
Odyssey of the Mind Coach	.024
Spelling Bee	.010
20/40/60 Point Award	.010
Challenge 24	.015
Club Advisors, High School & Intermediate/Middle School	.015
Each Advisor:	
1. Ski (Grades 6-12)	
2. Science Club (Grades 8-12)	
3. French (Grades 8-12)	
4. National Honor Society (Grades 11-12)	
5. Drug Quiz (Grades 6-8)	
6. Builder's Club (Grades 6-7)	
7. Explorer's Club (Grade 6)	
8. Art Club (Grades 8-12)	
9. Model United Nations Club (Grades 8-12)	
10. S.A.D.D. (Grades 8-12)	
11. Interactive Club (Grades 8-12)	
12. Science Club (Grades 6-7)	
13. Washington Club (Grades 5-7)	
14. Whale Watch Club (Grades 5-7)	

15. Dance Club (Grades 8-12)
16. DECA (2) (Grades 9-12)
17. Spanish Club (Grades 8-12)
18. "Z" Club (Grades 8-12)
19. Interact Club (Grades 8-12)
20. Harold Dutton Student of the Month (Grades 8-12)
21. World with Water Club (Grades 8-12)
22. LGBTQ – Gay-Straight Alliance (Grades 8-12)
23. Envirothon Club (Grades 8-12)