

AGREEMENT
BETWEEN THE
NEW HARTFORD CENTRAL SCHOOL DISTRICT
AND THE
NEW HARTFORD TEACHERS' ASSOCIATION

JULY 1, 2005 – JUNE 30, 2007

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PREFACE

The New Hartford Teachers' Association is recognized as the sole collective bargaining agency for the purpose of negotiations with respect to terms and conditions of employment for the teaching staff.

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

Existing Board policies, or administrative rules and regulations, shall in no way limit the rights granted teachers in this Agreement. If there are conflicts between this Agreement and existing school policies or regulations, this Agreement will take precedence.

This agreement and the annexed side letters represent the parties' full and complete agreement, and may be altered, added to, deleted from, or otherwise modified only by a written agreement signed by the parties. Any such change shall also be included as a side letter to the agreement, unless otherwise agreed by the parties. Any arrangement or agreement between the District and a teacher relating to terms or conditions of employment included in this Agreement shall be in accord with this Agreement. Any policy changes being considered by the Board or Administration which affect District-wide terms or conditions of employment of staff shall be discussed with the staff prior to enactment.

This Agreement is binding as a two year contract, beginning July 1, 2005 and terminating June 30, 2007 and may be changed only through the mutual consent of both parties, and no obligation is imposed upon either party to enter into any discussion pertaining to a requested change in this Agreement.

The New Hartford Teachers' Association will actively and cooperatively work with the school administration and the Board of Education and pledges its active support for all policies and programs designed for the improvement of educational opportunities within the New Hartford Central School District.

A copy of this Agreement will be given to all teachers.

New Hartford
Central School District

New Hartford
Teachers' Association

Superintendent

President

ARTICLE I

ASSOCIATION RIGHTS

A. Use of Buildings:

The New Hartford Teachers' Association will be allowed the use of school facilities, without cost, for committee and general meetings.

B. District Budget Data:

The Association shall be granted the right to examine and/or copy any items of public record, including teacher and administrative salary data; District tax revenue information; copies of: ST-3 Annual Financial Report, SBM-1 Annual School Budget Report, SA-124 State Aid Claim; official New York State Department of Audit and Control Reports; and all other school policy handbooks and other public documents related to teacher welfare and interests. Copies of documents shall be provided only if time permits and at Association expense.

C. Meetings With Board Officers, Superintendent and Principal:

Cooperative Workplace Meetings. Two meetings shall be held during the school year, the first in October or November, and the second in March or April, that will be attended by the superintendent, board of education president and vice president and three union designees. The purpose of the meetings will be to discuss areas of mutual concern that affect the mission of the District. Negotiations or the revision of contract provisions is not the intent of these meetings.

Throughout the year, the Association President and/or designates shall meet monthly with the Superintendent and/or his/her designates for discussion and to make advisory recommendations on District-wide matters of mutual concern. Two meetings shall be held prior to the meetings described in paragraph (1), to discuss the agenda for the said meetings and well as other matters of mutual concern. Any such meeting will not be held on School District time or expense.

Throughout the school year, the Building Representative(s) and/or designee(s) shall meet monthly with the Building Principal and/or his/her designee(s) for discussion and to make advisory recommendations on matters of mutual concern and ascertain his/her position. Items to be discussed will be given to the Building Principal forty-eight (48) hours prior to the meeting.

ARTICLE I
(continued)

D. Association Leave:

The Association shall be provided with a maximum of eight (8) days to be used each year for Association business. The District will provide the cost of substitutes for the first four (4) days and the Association will pay for the cost of substitutes for the last four (4) days.

E. Payroll Deduction:

Payroll deductions will include: (1) Union dues; (2) Credit Union; (3) tax sheltered annuity; (4) United Fund; (5) VOTE/COPE; (6) National Health Agency Appeal; (7) NYSUT Trust (8) 403-B and (9) IRS Code 125.

- a. Deductions will be made as equally as possible from the total number of checks received.
- b. Teachers leaving employment during the year shall have the remaining membership dues still to be paid deducted through their last month of work.

F. Association Period:

The Association President or his/her designee may use his/her planning periods and lunch period to conduct Association business, which may necessitate leaving the building, providing it in no way interferes with the educational programs. The President or his/her designee will notify his/her Building Principal as to his/her destination. If this will interfere with the educational program, the Principal may direct him/her to remain in the building. If the Association President is a secondary teacher, he/she will be assigned one (1) period per day to conduct Association business in lieu of a study hall or other supervisory duties. The Association President shall not have normal morning homeroom duty. There shall not be additional compensation adjustments for any teacher, nor shall the District incur an increased cost because of this Article.

G. Hearing Attendance:

On matters of Employer-employee relations (when meetings or hearings, etc. are mutually scheduled), substitutes will be paid by the District and the teacher(s)' attendance will be without loss of pay or benefit.

ARTICLE I
(continued)

H. Agency Fee:

The New Hartford Central School District shall deduct from the wage or salary of employees in the teachers' Bargaining Unit who are not members of the New Hartford Teachers' Association the amount equivalent to the dues levied by the New Hartford Teachers' Association and shall transmit the sum so deducted to the New Hartford Teachers' Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York, as amended.

The New Hartford Teachers' Association affirms that it has adopted and will adhere to a procedure for annually refunding to any non-member employee, who may request such, the pro rata proportion of said employee's annual dues which is expended for political or other purposes or causes which are either not related or only incidentally related to collective negotiation or administration of the Agreement. This provision for Agency Shop Fee deduction shall continue in effect only so long as the New Hartford Teachers' Association maintains such procedures as provided by law.

The Agency Shop Fee deduction shall be made following the same procedures as applicable for dues check off, except as otherwise mandated by law or this Article of the Agreement. In the event the District incurs any liability for damages, any litigation expenses, or any other expenses whatsoever, in connection with the agency shop fee deduction granted by this agreement, the Association agrees to indemnify the District and hold it harmless for such expenses that are not covered by insurance or reimbursed from any other source.

- I. For the purposes of contractual benefits, death will be regarded the same as retirement. The contract will specify that it is an Association privilege to have employee's children attend the District schools even though the employee may live in another district. This benefit will also apply for members who have children in the School District at the time of their retirement.
- J. Effective July 1, 1997 the option of Direct Deposit shall be made available for unit members.

ARTICLE II

CONSULTATION WITH STAFF

A. Budgetary Revisions:

Association delegates shall make advisory recommendations on budget eliminations and additions to the Chief School Administrator.

The allocation of budgeted monies for instructional supplies and equipment will be determined by the Administrator(s) in consultation with the teaching staff of each school building.

B. Curriculum Changes:

Both parties recognize the need for staff involvement and consultation when major curriculum changes are anticipated.

Staff shall make, in consultation with the administration, advisory recommendations regarding additional curricular programs designed to improve learning in the classroom.

Where there is a possibility of a reduction, elimination or change of a curricular program, the staff shall make advisory recommendations to the administration regarding the instructional needs of students.

C. Teaching Assistants and Teacher Aides:

Certified teachers shall be directly involved by the Building Principal in the supervision and evaluation of Teaching Assistants and/or Teacher Aides assigned to them. Teaching Assistants and/or Aides shall work under the direct supervision of certified teachers, subject to the ultimate authority of the Building Principal.

D. Discipline:

When a teacher removes a disruptive student from class and sends him/her to the office for gross misbehavior because classroom learning has been impaired, Teacher-Administrator communication should take place before the student is readmitted.

E. Student Teachers:

Student Teachers should be assigned with the approval of the supervising teacher. In case of the absence of the supervising teacher, the Student Teacher will be assigned to another willing teacher in the department grade level who will be responsible for the Student Teacher if the Student Teacher assumes class responsibilities.

ARTICLE II
(continued)

F. Recruitment and Selection of Staff:

1. When a screening committee is established, teachers shall be selected to jointly and cooperatively advise on the selection of candidates for administrative positions.
2. The Association will actively and cooperatively help with the recruitment of classroom teachers.
3. The School District shall actively recruit qualified minority teachers for employment to enrich the multi-ethnic cultural education of the students.
4. Whenever possible, teachers qualified within the subject area assigned to teach shall be employed for substitute teaching.
5. The process of selecting department chairpeople or assistant department chairpeople will include a committee consisting of the Assistant Superintendent for Curriculum and Instruction, the secondary principals, and two teachers.

The teacher representatives will consist of the department chair and a teacher from the other secondary school when selecting the assistant department chair; or if selecting the department chair, a teacher from each of the secondary schools. The members of the department for which the position is being selected will determine the teacher representatives. The department chair may choose not to participate in the selection of the assistant chair, in which case the members of the department may select two representatives (one from each secondary school). In any case, the department chair and/or the members of the department may choose not to participate in the selection process, in which case there may be only one or no teacher representatives to the committee, as determined by the members of the department.

The committee's recommendation will be non-binding and submitted to the Superintendent. The selection of department chairs and assistant department chairs will not be subject to provisions of Article IV, VI or Article IX. After a person has served in a position for five (5) years, that position will be posted. Nothing herein shall preclude the District and the Board of Education from discontinuing the services of a department chair/assistant department chair at anytime.

This agreement shall be in effect as of July 1, 1994 and pertain to the selection of department chairs and assistant department chairs on or after July 1, 1994.

- G. Two (2) members from each union and the District will form a committee to review District health and safety issues.

ARTICLE III

TEACHERS WORK YEAR/DAY

A. Elementary:

1. Lunch Hour

Teachers will be guaranteed thirty (30) consecutive minutes for lunch.

2. Special Class Teachers' Schedule

Special class teachers (art, vocal music, physical education) within the existing staff will be scheduled whenever possible so as to provide regular classroom teachers with a daily planning period.

3. Lunch Room Duty

No teacher shall be assigned to lunch room duty, nor shall they normally be assigned to supervise lunch lines.

4. Morning Supervision

Teachers will not be assigned to morning supervision.

5. Preparation Time

Every reasonable effort will be made to provide each elementary classroom teacher with thirty (30) consecutive minutes each teaching day for a planning period. Elementary teachers will receive two-hundred and twenty (220) minutes per week for planning during each day.

A total of 4 to 6 hours of additional preparation time on four (4) separate days either during the beginning or during the end of the school day will be provided for the purpose of cooperative building team or grade level (not individual teachers') planning.

There shall be one elementary planning day scheduled during the last two weeks of the school year. A committee consisting of three (3) persons designated by the Association, and three (3) persons designated by the District, will develop worthwhile student learning experiences and activities that will allow the classroom teachers to prepare and plan for the end of the school year and start of the next school year.

Tentative schedules for special classes shall be developed and forwarded to the President of the Association.

ARTICLE III
(continued)

B. Secondary:

1. Preparation Time

Each classroom teacher shall be guaranteed two (2) free periods per day.

2. School Day

The school day will generally conform to the school schedule. If major changes are required, the teaching staff will be consulted before changes are put into effect.

Teachers may leave after the teaching day with the following exceptions:

1. Special help for students;
2. Meetings. (This exception is for rare and occasional meetings such as faculty and departmental meetings.)

Each teacher shall report to his/her assigned school twenty (20) minutes before the teaching day.

C. Special Teachers:

Preparation Time

Every reasonable effort will be made to provide special teachers with thirty (30) consecutive minutes each day for a planning period. Any teacher not receiving thirty (30) minutes daily will be guaranteed a total of one hundred fifty (150) minutes per week. Time herein provided will be in addition to thirty (30) minutes lunch time and travel time.

D. Calendar:

The calendar shall consist of the minimum of one hundred eighty (180) days. There may be additional teaching days.

In the event that emergency days remain unused, these days will be added to either the Spring or Memorial Day recess. The Superintendent shall decide when the unused days will be scheduled.

At the discretion of the Superintendent, an additional staff development day (weekday) may be added to the calendar, effective with the 1995-96 school year, by June 1. If scheduled, such additional day shall be paid at the rate of 1/200th of Step 11 of the Bachelors' salary scale.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Purpose:

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between both parties is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which aggrieved parties may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which both parties are afforded adequate opportunities to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Both parties to this contract agree to first encourage internal, informal discussions to help resolve alleged grievances. If such informal contact fails to settle the alleged grievance, the Association agrees that it will avail itself to this Grievance Procedure before supporting or initiating any other action. Both parties agree to refrain from making public any information regarding an alleged grievance until the grievance procedure has been completed.

B. Definitions:

1. Grievance:

"Grievance" shall be defined as any claimed violation, misinterpretation or inequitable application of the existing policies that relate to terms and conditions of employment, working conditions or any provisions of negotiated agreements.

2. Supervisor:

"Supervisor" shall mean any Assistant Principal, Principal or other School Administrator(s) responsible for the area in which the alleged grievance arises, except for the Chief School Administrator.

3. Chief School Administrator:

"Chief School Administrator" shall mean the Superintendent of the School District (or his/her designee).

4. Association:

"Association" shall mean the New Hartford Teachers' Association teacher negotiating unit.

ARTICLE IV
(continued)

5. Aggrieved Party:

"Aggrieved Party" shall mean any person or group of persons in the Association, or the Association, filing the grievance.

6. Party in Interest:

"Party in Interest" shall mean any party named in a grievance who is not the aggrieved party.

7. Professional Practices, Responsibilities and Rights:

"Professional practices, responsibilities and rights" shall mean an Association committee to advise and/or determine if the teacher has a meritorious grievance.

C. Five Stage Grievance Procedure:

1. Stage I Supervisor

An aggrieved party having a problem will discuss it with his/her supervisor with the objective of resolving the matter informally.

2. Stage II Building Principal

If the problem is not resolved at Stage I, it becomes a grievance when presented in writing to the Building Principal. Within five (5) school days after the written grievance is presented to him/her, the Building Principal shall render a decision in writing and present it to the aggrieved party and the Superintendent.

3. Stage III Chief School Administrator

The aggrieved party not satisfied with the decision in Stage II may, within five (5) school days of receipt of the decision, inform the Superintendent of his/her intent to continue formal proceedings by progressing to Stage III. A copy of such notification shall be sent to the Principal involved. The Superintendent shall hold a hearing and render a decision within seven (7) school days.

ARTICLE IV
(continued)

C. Five Stage Grievance Procedure: (continued)

4. Stage IV Board of Education

If the aggrieved party is not satisfied with the decision at Stage III, he/she may file an appeal in writing with the President of the Board of Education within ten (10) school days after receiving the decision at Stage III. The Official Grievance Record shall be available for the use of the Board of Education. Within ten (10) school days after the receipt of an appeal, the Board of Education, or a committee of the Board, shall hold a hearing in executive session on the grievance.

Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.

5. Stage V Arbitration

- a. If the grievance is not resolved at Stage IV, the aggrieved party may within five (5) school days notify the President of the Board of Education of the intent to refer the grievance to arbitration. Upon receipt of such notice, the Board of Education may within five (5) school days veto the use of arbitration for grievances not alleging a violation, misinterpretation or inequitable application of the express terms of the agreement. If no veto is made, the Association shall within ten (10) days file a demand for arbitration with the American Arbitration Association requesting a list of seven (7) arbitrators (or the expedited procedure by mutual agreement). The parties shall be bound by the rules of the American Arbitration Association. A copy of such demand shall be forwarded to the Superintendent.
- b. Grievances pertaining to the academic freedom clause of the contract and/or to administrative judgment in the evaluation procedure shall not be subject to arbitration.
- c. The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted and shall be final and binding on both parties. The arbitrator will be without power or authority to make any decisions, which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement.

ARTICLE IV
(continued)

C. Five Stage Grievance Procedure: (continued)

- d. The cost for the services of the arbitrator will be borne equally by the School Board and the Association. The party requesting a stenographic record shall pay the cost thereof.

D. Procedural Rules Governing Association Grievances:

1. Preparing and Filing a Grievance

- a. The preparation and processing of grievances shall not be conducted during the hours of employment. Classes shall not be interrupted.
- b. Forms for filing grievances, and other necessary documents, shall be developed cooperatively by both parties. The Chief School Administrator shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- c. All grievances filed at Stage II with the Building Principal shall include the name and position of the aggrieved party, the identity of the provision(s) of the agreement involved in said grievance, the time and place where the alleged events or conditions constituting the grievance existed, and a general statement of the nature of the grievance and redress sought by the aggrieved party.

2. The Official Grievance Record

Documents, communications and records dealing with the processing of a grievance shall be filed by the Chief School Administrator and the Association Grievance Person.

3. The Grievance Hearings

- a. The aggrieved party may choose whomever he/she wishes to represent him/her, providing that such representative is acceptable to the Professional Practices, Responsibilities and Rights (P.P.R.R.) Committee.
- b. Except as otherwise provided by law, an aggrieved party and any party in interest may have the right to confront and cross-examine all witnesses called against him/her, and to testify and to call witnesses on his/her own behalf, subject to evidentiary rules of admissibility.

ARTICLE IV
(continued)

D. Grievance Policies: (continued)

- c. Both parties shall facilitate any investigation which may be required by providing any and all material and relevant documents, communications and records concerning the alleged grievance.
 - d. Except for Stage I, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons.
4. Information obtained from students may be utilized in the grievance procedure on a restricted basis, as prescribed in the agreed upon procedure.
5. Time Limits for Grievances:
- a. No written grievance shall be considered at Stage II unless forwarded within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
 - b. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
 - c. In the event a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
 - d. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this Agreement shall be barred.
 - e. Failure at Stages II through IV of the grievance procedure to communicate a decision to the proper parties within the specified time limits shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

ARTICLE IV
(continued)

D. Grievance Policies: (continued)

6. Provisions of Law

- a. It is agreed by the parties that the term "grievance" shall not apply to any rule or regulation of the State Commissioner of Education having the force and effect of law or matters in which the Board is without authority to act.
- b. If any provision of this Grievance Procedure or any application hereof to any aggrieved party(s) in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications of the agreement will continue in full force and effect.

E. Board/Administration Grievance Procedure

1. The Board or its designee shall present the grievance orally to the President of the Association.
2. If the grievance is not resolved informally within five (5) working days, or such additional time as may be agreed upon, the Board or its designee shall within five (5) working days thereafter submit a written grievance to the President of the Association. The parties shall confer with respect to the grievance, and the President of the Association shall deliver to the Board or its designee a written statement of the Association's position on the grievance no later than fifteen (15) working days following its receipt.
3. Within fifteen (15) days after receiving the statement from the Association, the Board may refer the grievance to arbitration in accordance with the procedure in Stage V. A copy of the Board's request to the American Arbitration Association shall be forwarded to the President of the Association.

ARTICLE V

CLASS SIZE AND TEACHER LOAD

- A. Principals, in conjunction with elementary teachers, shall develop class lists for the following school year based upon the educational needs of the students. Changes can be made after a list is developed based upon student needs.

The school administration recognizes the desirability of maintaining class sizes commensurate with good educational practices. To this end, efforts shall be made within limitations of budget and space to maintain reasonable class size, averages given below:

Kindergarten	18-24
Grades 1-3	22-27
Grades 4-6	25-30
Grades 7-12	25-30
English Teachers	110 maximum student load

The school Administration also recognizes that students' IEP's may require extra attention from classroom teachers and, therefore, mainstreamed students should usually be evenly distributed among all teachers at any given grade level.

- B. Examples of acceptable reasons for not conforming to the above class sizes guidelines may be any of the following:
1. There is no suitable permanent classroom space and/or personnel within the building to permit scheduling of any additional class or classes.
 2. Conformity to class size would result in half a class or less, or part-time classes.
 3. A class is necessary in order to provide for innovative or experimental instruction.
 4. Physical education, band or choir, team teaching, and large group instruction programs may exceed the above guidelines.

In this respect, the Superintendent and representatives from the administration will meet with representatives of the New Hartford Teachers' Association during the second week of school to examine statistics and make modifications wherever possible. The Superintendent shall submit the committee's report to the Board of Education.

ARTICLE V
(continued)

C. Secondary Teaching Load

The normal teaching assignment consists of five (5) classes plus one (1) duty, except that English teachers shall be assigned five (5) classes without duty and make a proactive effort to assure students are provided with extra help for students (assigned to their classes) in order to be successful. The English Department will work with the administration to develop a plan to accomplish this and publicize this plan to students and parents.

Science labs assigned to teachers represent a separate class preparation, and teachers in the non-academic areas listed below may be assigned a sixth class in lieu of duty:

Art
Physical Education
Health
Music
Technology

- D. The assignment of elementary teachers to clusters of classified pupils shall be by rotation with the maximum length of assignment being two years, unless a teacher volunteers to continue such assignment. The usual length of such assignment shall generally be one year in length. In addition, the District shall provide in-service to those individuals who are newly assigned to a clustered class. If a newly assigned teacher does not volunteer for the in-service program according to the contract, the in-service training for the assignment can be required by the District.
- E. The Association shall present a class size report to the Administration during the month of May.
- F. The District recognizes that teachers may, in accordance with Section 200.4(d)(1) of the Regulations of the Commissioner of Education, and subject to the procedures specified by law, refer a pupil to the Committee on Special Education for review, if such teacher believes that the program or placement recommended in the individualized education program for that pupil is no longer appropriate. Further, a teacher who has a student with an IEP assigned to him/her shall, upon request, meet with the CSE to discuss matters relating to modification of the IEP.

ARTICLE VI

ASSIGNMENTS AND TRANSFERS

In this clause, seniority shall be defined as total teaching time in the New Hartford School District in the tenure area of the new assignments.

A. Annual Changes in Assignments:

1. The District shall compile a list of all assignment openings for the following school year.
2. Teachers wishing to apply for a change of assignment for the following school year shall notify the Superintendent of Schools, in writing, no later than May 1st of the current school year of the grade and/or school to which he/she would like to transfer. When more than one teacher applies for the same position, the senior most person shall be given the position.
3. During the month of May, a seniority list shall be compiled. This seniority list shall include those teachers who:
 - a. are being displaced as a result of position elimination;
 - b. are returning from a leave of absence.
4. Assignments will be made from this list (#3 above) on the basis of seniority with the most senior person given preference for those openings that exist after all voluntary transfers have been made.
5. For vacancies occurring during the summer, teachers wishing to be notified of vacancies that occur after the close of school in June must notify the District prior to the close of school of their desire to be so notified and the address to which notification should be mailed. Vacancies shall be filled using the list of teachers, stating their desire to be notified, on a seniority basis.
6. The parties agree that in situations where an individual tenured teacher transfers from one tenure area to another, he/she will have the right to return to the identical position previously held at the end of one school year providing that written notification is given to the Superintendent by May 1st of the year.

In the Elementary, this would mean returning to the identical assignment (grade and building).

In the Secondary, it is meant returning to the same building with substantially the same assignment, but not identical.

ARTICLE VI
(continued)

7. The New Hartford Teachers' Association and the New Hartford Central School District agree to the following regarding bidding and involuntary transfer.

A teacher who attended the May bidding meeting as a result of being displaced will have the right of the first refusal in the event that the position from which he or she was transferred is reinstated by August 31st except where any other teacher may be entitled to such position pursuant to law or regulation (e.g. preferred list right).

8. In order to settle the ongoing dispute between the District and the Association regarding the question as to bidding rights of part-time individuals, the parties agree to the following:

- a. Individuals employed part-time shall be evaluated in accordance with the Evaluation Procedure for Probationary Teachers.
- b. The year-end composite shall contain a recommendation regarding future employment, which shall be:
 - 1. Recommendation for further part-time employment only.
 - 2. Recommendation for part-time or full-time employment.
 - 3. Recommendation not to be re-employed.
- c. Any part-time individual who is recommended for full-time consideration shall have bidding rights into any full-time openings for which the person is satisfied.
- d. Individuals who are recommended for continued part-time employment, while they do not have bidding rights – a seniority claim to a position – may apply for any opening.
- e. Any part-time individual who becomes a full-time employee without a break in service will be given seniority credit for their part-time employment for purposes of transfer.

B. Openings Occurring During the School Year:

- 1. The vacancy shall be posted for a ten (10) day period.
- 2. When there is more than one applicant, the selection will be made on the basis of seniority; but
- 3. The Superintendent of Schools may delay the reassignment of the teacher selected (in #2, preceding) until the beginning of the following school year.

ARTICLE VI
(continued)

C. Transfers from one tenure area to another:

The parties agree that in situations where an individual tenured teacher transfers from one tenure area to another, he/she will have the right to return to the identical position previously held at the end of one school year providing that written notification is given to the Superintendent by May 1st of the year.

1. In the Elementary, this would mean returning to the identical assignment (grade and building).
2. In the Secondary, it is meant returning to the same building with substantially the same assignment, but not identical.

D. Classroom assignments:

Elementary classroom assignments will be made on a seniority basis to a vacant room designated for that grade level.

- E. Permanent Substitutes (subbing for individuals on extended unpaid leave) shall be given priority over Regular Substitutes bidding on the same position.

Regular substitutes shall have priority over Teaching Assistants in bidding for a position, consistent with Article XII.

F. Involuntary Changes in Assignments and Transfers:

1. Teachers will be notified in writing of changes in their assignments for the ensuing school year as early as practical, but not later than June 1st of the current school year. In the event of a change of circumstance or conditions, such assignments may be changed as required to meet the situation in the best interests of the instructional program. Persons affected shall consult with the New Hartford Teachers' Association regarding staffing patterns and possible changes, terminations, etc.
2. When more than one teacher is being considered for a particular transfer, that teacher with the least continuous service in the tenure area relating to the transfer will be transferred, all other factors being equal.

- G. Department chairpersons shall be allowed the opportunity to provide input to the Building Administrator and Assistant Superintendent, that is not binding, relative to the assignment of staff in their department whose schedules are determined by the administration.

- H. New Hartford teachers will be given preference, all things being equal, for all openings.

ARTICLE VII

WAGES AND FRINGE BENEFITS

A. Reimbursements:

The District shall reimburse teachers, in accordance with the insured limits, for the reasonable value (not covered by insurance) of any clothing or other personal property damaged or destroyed while the teacher was acting in the discharge of his/her duties within the scope of his/her employment. Claims shall be submitted to the Superintendent.

The following shall be the maximum limits in any one instance, except as provided below:

Dentures	\$500	Hearing Aides	\$200
Contact Lenses	\$200	Clothing	\$100
Eyeglasses	\$ 50	Car Vandalism	\$ 50

An annual reimbursement pool of \$1,500.00 shall be created, and shall be used to pay an extra \$100 for eyeglasses, and an extra \$100 for car vandalism, which shall be in addition to the above amounts, and shall be paid each year only until such annual pool is exhausted.

This policy shall be non-duplicative, i.e. this policy shall provide for reimbursement only for those losses not covered by the teacher's insurance.

B. Summer School:

1. New Hartford teachers employed in the annual, regular school instructional program, all things being equal, shall be granted, upon application, preference for appointment to tentative summer school teaching positions. The deadline for filing for positions will be February 1st, and the Summer School Principal shall notify teachers of their appointment no later than April 15th.
 - a. Teachers employed as summer school teachers will be given preference for summer school positions in subsequent years.
 - b. When more than one (1) regularly employed teacher applies for an open summer school position, the teacher with the greatest seniority in the School District will be given the position.
 - c. When it is necessary to reduce the number of summer school positions, the individual with the least amount of continuous summer school teaching seniority shall be excused.

ARTICLE VII
(continued)

B. Summer School: (continued)

d. Summer School Salary Schedule

The Summer School Salary Schedule shall be ten percent (10%) of the previous year's Step 11 of the Teachers' Salary Schedule for the first year of experience, and ten percent (10%) of Step 11 of the previous salary schedule every year thereafter.

e. Full-time summer school teachers who have taught for more than twelve (12) years in the District will receive a longevity award of five hundred dollars (\$500.00).

2. The parties agree that Article VII (B) (1) Summer School applies to the traditional regular education summer school programs that have been conducted in the District. It is further agreed that summer school personnel who are employed in the twelve month (extended year) special education summer program in the summer shall be paid at the daily rate of 1/200th of their regular, ten month base teaching salary for the previous year (exclusive of extracurricular/extra stipends).

In addition, bargaining unit members who are employed in the summer in the capacity above shall receive a maximum of 1.5 sick leave days in the event that such time is needed in the summer. It is further understood that the same working conditions that are in place during the regular school year will continue in the Summer Program.

ARTICLE VII
(continued)

2005-2006 TEACHER SALARY SCHEDULE

	<u>Teachers</u>
Step	
4	\$34,975
5	\$35,362
6	\$35,749
7	\$36,249
8	\$36,731
9	\$37,168
10	\$37,660
11	\$38,414

Off Schedule in 2005-06

12-15	\$2,040
16-19	\$2,140
20-22	\$2,540
23-25	\$2,740
26+	\$2,940

Master Teacher Award at Step 10 - \$1,500.

Longevity:

At Step 18	\$200
At Step 21	\$400
At Step 25	\$200
At Step 30	\$200

ARTICLE VII
(continued)

2006-2007 TEACHER SALARY SCHEDULE

Teachers

Step	
4	\$36,000
5	\$36,374
6	\$36,776
7	\$37,179
8	\$37,699
9	\$38,200
10	\$38,655
11	\$39,166

Off Schedule in 2006-2007

12-15	\$2,040
16-19	\$2,140
20-22	\$2,540
23-25	\$2,740
26+	\$2,940

Master Teacher Award at Step 10 - \$1,500.

Longevity:

At Step 18	\$200
At Step 21	\$400
At Step 25	\$200
At Step 30	\$200

ARTICLE VII
(continued)

C. Additions to the Schedule:

1. Effective July 1, 2006, any teacher who is eligible for the 30 year longevity and who received the Step 28 “adder” prior to July 1, 2004 shall have the \$300 “adder” removed from their base salary.
2. Master’s Degree – Effective July 1, - \$700.00
3. Approved Bachelor's Degree - \$500.00
4. Earned Doctorate - \$1,000.00
5. Credit Hours: Graduate hours shall be reimbursed at eighty-one dollars (\$81.00) per semester credit hour.

Effective July 1, 2006 graduate hours shall be reimbursed at eighty-two dollars (\$82.00) per semester credit hour.

Upon receipt of a college transcript or grade report, approval by the Superintendent for credit hours will be based upon the following criteria:

1. The hours were taken in a recognized educational institution.
2. The hours are in the general field of the teacher's work or in the general field of education.
3. The hours were taken after the BA Degree was earned.
4. Payment for undergraduate credit will be given provided that a teacher is permanently certified and has received prior approval from the Superintendent.

Professional credit hours will be approved for compensation once each year. Credits completed prior to the opening of school must be submitted to the District by August 21st. Registration forms or grade reports may be used for initial notification; however, teachers are expected to submit a transcript for each course for which they receive compensation as soon as possible.

ARTICLE VII
(continued)

C. Additions to the Schedule (continued):

Department Chairpersons:

Department Chairpersons and others who are assigned work during the summer with the approval of the Superintendent will be paid on a pro-rata basis at 1/200th of salary for each day.

D. Extra-Duty Assignments:

1. The salary schedule for extra-duty assignments will be a percent of the teacher salary schedule. For staff hired to an extra duty position on or after 7/1/94, the years involved in an assigned area will equal the salary step on the teachers' salary schedule at the percentage dictated by D(2) below. Step 11 will be the maximum step of the schedule upon which extra duty compensation will be based.

Teachers who were hired in an extra duty position prior to 1994-95 and return to employ in that position in 1995-96 will advance a step each year until they reach Step 11, unless they were held multiple years at Step 1. If they were held multiple years at Step 1, they will advance two steps in the 1995-96 year unless they have already reached Step 12 as of 1994-95.

2. Extra-Duty Assignments and Percentages are:

11%	Marching Band Director
10%	Sr. High Yearbook
9%	Winter Guard
9%	Assistant Marching Band Director
8%	Jr. High Yearbook
8%	Spring Musical
8%	Drama
8%	Senior High Stage Band Director
8%	EAP Coordinator
8%	Debate Coach
6%	Sr. High Student Council
6%	Sr. Class Advisor
6%	Assistant Marching or Band Director
6%	Sr. High Newspaper
6%	Model UN
6%	Jr. High Student Council
6%	Ecology Club
5%	Jr. High Stage Band Director
4%	Elementary Orchestra
4%	Audio-Visual (Jr. - Sr. High)
3%	Assistant Sr. Class Advisor
3%	Jr. Class Advisor

ARTICLE VII
(continued)

D. Extra-Duty Assignments: (continued)

3%	Tri M
3%	National Jr. High Honor Society
3%	Elementary District Band
3%	Jr. High Drama
3%	Student Council Key Club (Jr. and Sr. High)
2%	S.A.D.D.
2%	Diversity Alliance
2%	Jr. High Newspaper
2%	Musicals for District requested and approved major extra productions or the equivalent in time of other extra work.
2%	Literary Magazine (Jr. and Sr. High)
2%	Latin Club
2%	SIGMA
2%	Math Counts
2%	Mathematics
2%	Library Club
2%	History Club
2%	International Foreign Language
2%	Jr. High Science Fair
2%	Elementary Club(s)
2%	Model UN (Jr. High)
2%	Science Olympiad
2%	Earth Science Club
2%	Art Club (Jr. High)
2%	Political Discussion
1%	Sophomore Class

3. Extra-Duty Assignments:

- a. The administration may assign any work to a teacher within the scope of the teacher's duties whether it is to be performed during or after the regular school hours. Supervision of school plays, dances, etc., are considered within the scope of a teacher's duties.
- b. Teachers shall not be assigned a duty which is outside of the scope of the teacher's duties. Assignments not within the scope of the teacher's duties include police functions, bus driver duty, janitorial work, etc. The chaperoning of any non-District students whose attendance has not been previously approved by the administration shall not be assigned to a teacher at any time.

ARTICLE VII
(continued)

D. Extra-Duty Assignments: (continued)

- c. Adequate supervisory personnel shall be provided to carry out police functions at school activities in which a sizeable number of non-New Hartford students participate. Such personnel will be supplementary to the normal number of teacher chaperones and will be paid by the organization sponsoring the activity.
- d. Teachers assigned to extra duty teaching assignments (beyond their normal teaching day) during evenings or Saturdays shall receive compensation based upon a pro-rata of their daily pay. However, time off during the normal workday in lieu of extra duty compensation is permissible.
- e. Teachers assigned to duties after the regular school day (other than a teaching assignment as in "d" preceding) shall be compensated for services rendered over three (3) hours at the rate of ten dollars (\$10.00) per hour.
- f. Teachers working four (4) hours or more on an assigned chaperoning activity outside of the School District and on a day when school is not in session (weekends, vacations, etc.) shall be paid on a per diem basis at the current substitute teacher rate.
- g. Teachers having extra-duty advisory assignments listed in Section D(3) are not eligible for extra hour pay per items "d", "e" and "f" above, unless it would be for extra hour duties outside of their advisory assignments.
- h. Additional supervision shall not be assigned after the regular teaching day, except for Jr. High detention. If, prior to April 15th, the District is not able to obtain two (2) volunteers to perform the detention supervision for the following year, two (2) teachers may be assigned to this supervision duty. Detention supervision will be in place of a study hall or similar supervision.
- i. Effective July 1, 1994, longevity one percent (1%) increments will be scheduled at the 18th, 21st and 24th years.

ARTICLE VII
(continued)

E. Athletics:

Policy on Salaries for Coaching:

1. All assignments are considered to be on a year-to-year basis and are subject to change upon the recommendation of the administration and approval of the Board of Education.
2. Personnel being removed or reassigned will be notified in writing.
3. Credit for previous coaching will apply only to that experience accumulated in the specific assigned area. Experience from other schools will apply. Experience at the Freshman, Junior Varsity or Assistant Varsity levels will carry full credit for assignment at all levels. All credit will be rounded off to the next highest full year.
4. Recommendations and records of assignments will be maintained by the Director of Physical Education and Recreation. It is expected that recommendations for assignments will be submitted to the Superintendent for the Board of Education by June 1st.
5. Minimum work schedule for Girls' Intramurals and Extramural Coaches:

Elementary Coaches

Two (2) day week.
Minimum = 3 Saturdays
Maximum = 5 Saturdays.

Junior High Coaches

Three (3) day week.
Minimum = 4 Saturdays.
Maximum = 6 Saturdays.

6. Work schedule for Boys' Intramurals Coaching (based upon three time blocks):
 - a. Fall: Starting the second week in September, for ten (10) weeks, finishing before Thanksgiving vacation in November. (Four (4) individuals at three (3) Elementary Schools and Junior High.)
 - b. Winter: Starting in January, for ten (10) weeks and finishing in March. (Three (3) individuals at Elementary Schools.)
 - c. Spring: Starting in April, for ten (10) weeks, and finishing in June. (Four (4) individuals at three (3) Elementary Schools and Junior High.)

The groups will meet twice a week for one and one-half hours each session of thirty (30) hours for each block. Total for the year would be sixty (60) sessions or ninety (90) hours.

ARTICLE VII
(continued)

E. Athletics: (continued)

7. Remuneration for Boys' Intramurals will be computed in the following manner:
Time blocks are paid at the rate of 1.33% for each season.

8. Coaching Salary Schedule

Coaches will have their percentages apply to the teacher salary schedule. Longevity one percent (1%) increases will be scheduled at the 18th, 21st and 24th steps. The District shall reimburse coaches the cost of obtaining a coaching certificate, providing said certificate is required by the District.

9. Percentages for Coaching Assignments *

	Athletic Trainer	6%	Assistant Cheerleading (2 1/2%
	(10% Fall, 11% Winter & 8%		Fall; 3 1/2 Winter)
	Spring)	6%	Girls JV Lacrosse
11%	Head Varsity Football	6%	B & G Asst. Basketball
11%	Head Boys' Varsity Basketball	6%	Boys Asst. Varsity Lacrosse
11%	Head Boys' Varsity Swimming	6%	B & G Asst. Varsity Soccer
11%	Head Varsity Wrestling	5%	Girls' Assistant Gymnastics
11%	Head Hockey	5%	J.V. Lacrosse
11%	Girls' Varsity Basketball	5%	Assistant Jr. High Football
11%	Girls' Varsity Volleyball	5%	Assistant Varsity Swimming
11%	Cheerleading Advisor		(Girls)
	(5% Fall, 6% Winter)	5%	Girls Diving
10%	Jr. High Girls' Intramurals (4)	5%	Boys' J.V. Soccer
	(2.5 Each Season)	5%	Girls' J.V. Soccer
8%	Assistant Football (2)	5%	Jr. High Swimming
8%	Cross Country (3 Teams)	5%	Jr. High Wrestling
8%	Girls' Coordinator	5%	J.V. Baseball
8%	Head J.V. Football	5%	Assistant Boys' Varsity Track
8%	Varsity Lacrosse	5%	Assistant Girls' Varsity Track
8%	Head Boys' Varsity Track	5%	Head Jr. High B&G Track
8%	Head Girls' Varsity Track	5%	Golf
8%	Head Boys' Varsity Soccer	5%	Spring Tennis (Boys)
8%	Head Girls' Varsity Soccer	5%	Fall Tennis (Girls')
8%	Girls' Varsity Swimming	5%	Boys' Bowling
8%	Head Girls' Field Hockey	5%	Girls' Bowling
7%	Head Girls' Gymnastics	5%	Girls' J.V. Softball
7%	Head Jr. High Football	5%	Girls' J.V. Field Hockey
7%	Head Boys' J.V. Basketball	5%	Girls JV Asst. Lacrosse
7%	Head Varsity Baseball	5%	Asst. Cross Country
7%	Boys' Assistant Hockey	5%	B & G Asst. Mod. Swim
7%	Girls' Varsity Softball	5%	Boys Mod. Lacrosse
7%	Girls' J.V. Basketball	5%	Varsity Diving
7%	Girls' J.V. Volleyball	4%	Girls' Elementary Intramurals
6%	9th Grade Boys' Basketball	4%	Boys' Elementary Intramurals (Full
6%	J.V. Wrestling		Year)
6%	Assistant Varsity Swimming (Boys'	4%	Boys' 8th Grade Basketball
6%	Assistant J.V. Football	4%	Boys' 7th Grade Basketball
		4%	Jr. High Baseball

ARTICLE VII
(continued)

E. Athletics: (continued)

		4%	Girls' Jr. High Softball
		4%	Mod. Field Hockey
4%	Boys' Asst. Jr. High Track	4%	Mod. Cross County
4%	Girls' Asst. Jr. High Track	4%	Boys Mod. Asst. Lacrosse
4%	Boys' Assistant Varsity Baseball	4%	Girls 8 th Gr. Basketball
4%	Jr. High Boys' Soccer	4%	Girls 7 th Gr. Basketball
4%	Girls' Jr. High Soccer	4%	Asst. Varsity Baseball
4%	Girls' Jr. High Volleyball		
4%	Girls' Jr. High Basketball		

* Percentages shall not be altered unless a substantial increase or decrease in required work load is demonstrated.

10. The District may employ a teacher as a coach or to supervise an extracurricular activity for one year after the teacher's effective retirement date. Such retired teachers shall be active unit members for the limited purpose of this Article. Individuals retiring and wishing to coach for the following school year will be notified prior to March 1st with regard to coaching assignments; however, any spring season assignment shall be subject to a favorable evaluation and recommendation. After the first year of retirement, the position shall be posted and the language of Article VII (E) (11) will apply.

11. When there are coaching postings, candidates who are currently employed and members of the bargaining unit will be interviewed first. If no candidate from the bargaining unit meets the criteria as determined by the interviewing committee, then the District will seek and interview candidates who are not bargaining unit members. Internal candidates who are not chosen will be given a rationale explaining the decision.

Coaching positions at the junior varsity level and below, held by a non-unit member who has been on staff for three years or less, must be posted. The person who holds the position at the time of the posting may bid on it and go through the interview process.

F. Mileage:

The School District shall pay the amount per mile equal to the cents per mile allowed on the U.S. Federal Income Tax form minus two cents (\$.02) to all teachers assigned to teach in more than one (1) school building in the District, if such assignment requires travel between two (2) or more schools.

ARTICLE VII
(continued)

G. Pupil Personnel Staff:

Guidance Counselors, the School Psychologist and the Speech and Hearing Therapist shall have the teachers' work year, and shall be on the Teachers' Salary Schedule with the following differential added:

After 1 Year	\$540
After 3 Years	\$760
After 6 Years	\$1,090
After 8 Years	Maximum increment up to \$2,080.00, determined by evaluation

All assigned summer work must be approved by the Superintendent. Individuals assigned such work will be paid on a pro-rata of 1/200th of salary for each day worked.

Beginning the summer of 1988, Guidance Counselors will be assigned a fourth week during the summer.

H. Department Chairperson:

1. The Department Chairperson shall be responsible to the Building Principal and shall assist the Building Principal as follows:
 - a. Instruction:

Assists in the improvement of instruction through the supervision and development of department staff.
 - b. Curriculum:

Plans departmental activities for the articulation and development of curriculum, evaluation and selection of instructional materials and textbooks, and the writing of courses of study within the secondary schools.
 - c. Any other departmental duties which may be assigned by either Principal, such as: (1) assistance in the selection and placement of departmental staff, and (2) assistance in the educational planning process.
 - d. The Department Chairperson shall advise each probationary teacher as to his/her assessment of the teacher's knowledge and presentation of subject matter, in writing, delineating strengths and weaknesses.

ARTICLE VII
(continued)

H. Department Chairperson: (continued)

- e. The Department Chairperson's responsibilities will include work with the individual teachers in his/her department, to improve knowledge and presentation of subject matter, and to advise the Building Principal where additional evaluation may be helpful. The Department Chairperson will furnish to the Building Principal the written assessment consisting solely of the teacher's knowledge and presentation of subject matter.

2. Department Chairperson Remuneration

Department Chairpersons shall receive a percentage of Steps 1-7 of the salary schedule. The Physical Education Department Chairperson shall receive fifty dollars (\$50.00) per coaching position enumerated in the contract. The percentage is determined by the number of departmental staff members (see below), and step placement is determined by experience as a Chairperson (1st year, Step 1; 7 years or more, Step 7.)

<u>Number of Departmental Staff</u>	<u>Percentage</u>	<u>Years of Experience</u>	<u>Percentage on Step</u>
3-4	4	1	1
5-6	5	2	2
7-9	6	3	3
10-12	7	4	4
13-15	8	5	5
16-19	9	6	6
Over 20	10	7 or More	7

I. Assistant Department Chairperson:

The Assistant Department Chairperson shall receive four hundred dollars (\$400.00).

J. Pay Periods:

The District shall continue its policy of scheduling pay periods over ten (10) months, with a twelve (12) month plan for those who prefer.

The first pay period shall be on the first Friday following Labor Day.

ARTICLE VII
(continued)

K. Substitutes:

Substitutes Rates:

	"A"	"B"	"C"
	<u>Uncertified</u>	Certified Less Than <u>60 Days</u>	Certified Over <u>60 Days</u>
7/1/2000	\$65.00	\$70.00	\$75.00
7/1/2001	\$66.00	\$72.00	\$78.00

1. Whenever a per diem substitute is called and subsequently cancelled that same day, said substitute shall receive half (1/2) pay for that day.
2. Per diem substitutes who teach more than twenty (20) continuous teaching days shall be paid 1/200th of the teacher's starting salary as of the twentieth (20th) day. If the substitute teacher with an extended assignment is absent due to illness, that absence shall not cause him/her to lose credit toward achieving twenty (20) continuous days.
3. Teachers paid under Column "A" or "B" above shall receive an additional three dollars (\$3.00) per day beginning with their sixtieth (60th) day of substitute work during a school year. Certified teachers substituting for sixty (60) days or more during a school year shall be paid under Column "C" for the entire following school year for substitute work.

L. Regular Substitutes:

1. Regular Substitute I s hired on or after 7/1/95 shall be paid 66% of the appropriate step of the teacher salary schedule. Regular Substitute I s will be provided all other benefits of the contract. Regular Substitute I s hired prior to 7/1/95 shall receive a four (4.0%) percent raise in each year 2005-06 and 2006-07, over their previous year's base salary.
2. Regular Substitute II's shall receive a salary which is determined by multiplying the maximum Per Diem Substitute daily rate by the number of days he/she is scheduled to work.

Regular Substitute II's shall be scheduled to work every day that school is in session.

3. Whenever a Regular Substitute is absent - there will be no leave benefit and, therefore, no compensation. Likewise, the restrictions on use of leave shall not apply either since there is no leave benefit. There shall be no benefits for Regular Substitute II's other than salary and bidding rights (Paragraphs 4, 5, and 6).

ARTICLE VII
(continued)

L. Regular Substitutes: (continued)

4. Both Regular Substitutes I and II shall be afforded bidding rights for any position that becomes open and for which they are certified after two (2) consecutive years of employment for secondary regular substitutes and one (1) year of employment for elementary regular substitutes - providing the Superintendent has not made a determination that their performance has been unsatisfactory.
5. The Superintendent may, at any time prior to April 30th of the first full year of an elementary regular substitute teacher's employment or the second consecutive year of a secondary regular substitute teacher's employment, make a determination that a Regular Substitute's (I and II) performance has not been satisfactory and therefore, said substitute would not be entitled to have bidding rights. Such determination may not be grieved.
6. When more than one Regular Substitute (I and II) obtains bidding rights, and their seniority is equal in length of service as a Regular Substitute, the initial tie breaker shall be previous teaching experience in New Hartford Central School District.
7. It is the District's option if the substitute hired is a Regular Substitute I or Regular Substitute II. Should the District opt to hire a laid off member as a Regular Substitute II -- there would be a continuation of health insurance benefits, sick leave and personal leave, as well as District seniority.

M. Interscholastic Athletic Home Events Passes:

Upon application to the Office of the Superintendent, all full-time teachers may obtain a pass entitling them and their families to attend, free of charge, all interscholastic home events and recreational swimming. An advance notice will be issued, while tickets are still available for purchase by school authorities, canceling passes if recommended seating capacity affecting safety becomes a problem at future home activities.

N. Sick Leave Reimbursement:

A teacher, upon signing a commitment to retire and notifying the District by March 1 prior to retirement, will be granted fifty-seven dollars (\$57.00) for each day of accumulated sick leave up to 150 days and sixty-two dollars (\$62.00) for each day over 150 days. This amount shall be added to the final year's contract salary. To be eligible, the teacher must be at least fifty (50) years old and have ten (10) or more years of service credit in, the New York State

ARTICLE VII
(continued)

N. Sick Leave Reimbursement: (continued)

Teachers' Retirement System, or be under disability retirement granted by the New York State Teachers Retirement System."

In the event the District incurs any liability for damages, any litigation expenses, or any other expenses whatsoever, in connection with any age discrimination claims asserted regarding the age 50 limit for this benefit, the Association agrees to indemnify the District and hold it harmless for such expenses that are not covered by insurance or reimbursed from any other source.

For the purpose of this benefit, death shall be considered the same as retirement.

O. Dental Insurance:

The District shall pay not more than one hundred seventy-one dollars (\$171.00) per teacher per year toward the individual premium on a mutually agreed upon dental plan. The District shall pay one hundred dollars (\$100.00) toward the cost of family premium coverage.

P. Health Insurance:

1. The New Hartford Central School District shall pay a percentage of the employee's (Individual) health insurance premium and a percentage of the employee's family health insurance premium as provided below:

Individual: 95%
Family: 95%

2. The same health coverage as at the time of retirement shall be provided for retired teachers, and any employee on a paid leave (such as sabbatical). Teachers on leave without pay shall be allowed participation in the health program, but at one hundred percent (100%) cost provided by the teacher for the period of time of the unpaid leave of absence. This health coverage shall be provided by the District at the above rates for the family in the case of death during active service or retirement, providing coverage is in effect at the time of death.

3. The carrier and benefit level may be changed by mutual consent of the parties.

ARTICLE VII
(continued)

P. Health Insurance: (continued)

4. The District's contribution to health insurance premiums will decrease from 95 percent to 90 percent in the 1991-92 school year. Premium increases for health insurance in future contract years will be funded by the District until the District's contribution equals the 1991-92 premium at a 95 percent contribution level, had the percentage contribution level remained the same. When the District contribution level reaches the 1991-92 premium rate at 95 percent, the ratio of 95 percent District contribution and 5 percent Employee contribution will remain in effect.

Individuals shall pay 90% per year for the cost of coverage. Teachers making family contributions shall pay 90% per year until the District's contribution rate equals ninety-five percent (95%) of the 1991-92 premium.

5. District-Wide Insurance Advisory and Review Committee

- A. The Union shall participate in the District-wide Health/Dental Insurance Advisory and Review Committee. Such committee shall be composed of equal representation by each of the District's bargaining units and the District. The members of such Committee shall be identified by October 1st of each year. The purpose of the Committee shall be to monitor the performance of the health plan and to determine whether any methods or means can be identified to contain health/dental insurance costs; as well as maintaining the quality of the plan.
- B. The Committee shall be on-going and meet at least quarterly, and/or upon reasonable request by any participating group/District. Such committee shall issue recommendations annually by each February 1. The committee's recommendations shall be advisory and any changes recommended by such Committee are subject to approval by the Board of Education and the Association.
- C. In order to facilitate the operation of the Committee, information generated by the insurance carrier relating to the operation of the plan shall be provided to Committee members.

6. Insurance Buy-Out:

Individuals will have the opportunity to receive a payment for not participating in all or a part of the health insurance program. Individuals voluntarily agreeing to waive family coverage will receive \$800. Individuals agreeing to waive their individual coverage would receive \$600. Individuals agreeing to waive both would receive \$1,400.

ARTICLE VII
(continued)

P. Health Insurance: (continued)

Employees who elect not to participate in the Health Insurance Plan and to utilize the buyout option must present proof of alternative insurance coverage to the Superintendent of Schools or his/her designee each year.

The insurance company will agree to allow individuals to re-enter the plan without restrictions on pre-existing conditions. When the insurance company agrees to incorporate that into the plan, individuals will be provided a form on which they may exercise their option. If the insurance company does not agree to the protections for the individuals to re-enter, the provision for the buy-out will be void.

Q. Annual Physical:

The District shall pay up to one hundred dollars (\$100.00) toward the cost of a complete physical examination, in addition to the coverage provided by the health insurance plan for a maximum of thirty (30) teachers per year. Teachers beyond Step 5 of the Salary Schedule may apply for this benefit. The application must be made prior to October 1st of each school year. No teacher shall be eligible for more than one (1) physical examination every three (3) years. This benefit will be provided to the thirty (30) most senior applicants satisfying the criteria above.

R. Life Insurance:

The District shall provide term life insurance equal to the current annual salary for all active employees.

S. Effective July 1, 2002, the parties herein agree to the following terms, which shall apply to bargaining unit members who earn National Board Certification.

For Earned Certification:

- Teacher receives equivalent Master Teacher Award of \$1,400 for 10 years (life of certification) in addition to base salary.
- Teacher shall receive \$3,000 of this award in the first two years of his/her certification and \$1,000 per year for the eight (8) years.
- All of the above amounts are separate additions to the base salary, and are not cumulative.
- This award will be discontinued after ten (10) years unless certification is renewed. If certification is renewed, the teacher shall receive \$1,400 each year for the following 10 years (life of certification).

ARTICLE VIII

TEACHER EVALUATION

1. Evaluation of the effectiveness of instruction is a basic, if not the most important, function of the supervisor. Perceptive knowledge as to the strengths and weaknesses of existing instructional programs is necessary for improvement of staff growth as well as refinement of teaching and learning.
2. The judgments of administrators and supervisors as to the relative effectiveness of different teachers are essential. If teachers are to be selected, given tenure and otherwise recognized, it is obvious that a basis must be established for determining the proficiency of the teaching staff.
3. This then shall be used as a general guide in the evaluation of teachers in the New Hartford School System. Included in this is information relative to evaluation procedures and criteria for evaluation. If, after reviewing this, the teacher has any further questions, he/she should contact the Building Principal or the Office of the Superintendent.
4. The procedures, criteria and/or format contained herein shall not be changed without mutual agreement between the parties.

A. Purpose of Evaluation:

The purposes of staff evaluation described herein include:

1. The improvement of the quality of teaching.
2. The improvement of the quality of the New Hartford Central School District.
3. The basis for determining tenure.
4. The basis for determining status on the salary schedule.

B. Evaluation Procedures: The Evaluators

Staff evaluation shall be made by:

1. The Superintendent

The Superintendent, by the nature of his/her final responsibility, shall be an evaluator. Since he/she is not generally in direct contact with a large number of teachers, however, his/her evaluations shall be reserved only to cases where he/she has had contact with the teacher(s) involved. He/She may request the Assistant Superintendent to assist the School Principals in evaluating the effectiveness of individual teachers.

ARTICLE VIII
(continued)

B. Evaluation Procedures: The Evaluators (continued)

2. Building Principals

The Principals shall be responsible for conducting all the evaluations of teachers who are responsible to them. These Principals shall submit their evaluations to the Superintendent. These Principals may call for information concerning individual teachers from:

- a. The Assistant Superintendent.
- b. The Director of Pupil Personnel Services.
- c. The Director of Physical Education and Recreation.
- d. The Assistant Building Principal.
- e. Guidance Personnel:

The Guidance personnel are a part of the faculty and shall not be expected to be directly involved in the evaluation of their colleagues. Since their responsibility entails a communication with students and the public, however, they have information which can be useful in an overall evaluation of teachers. Their role in evaluation, therefore, shall be restricted to providing information to the Principals upon request only.

3. Sources Excluded:

The following sources shall be excluded from the evaluation process altogether:

a. Students

Student evaluation of teachers shall be restricted only to evaluation surveys which the teacher him/herself shall administer (or arrange to have administered) and which shall not be revealed to anyone but the teacher involved.

b. The Faculty

The faculty shall under no circumstances be involved in the evaluation of their colleagues.

c. Information from secondhand sources must be validated through school administrators or it shall be excluded.

ARTICLE VIII
(continued)

C. Evaluation Procedures: The Process

The evaluation of staff personnel shall proceed by the use of an evaluation process agreed to by: (1) the Board of Education; (2) the school administration; and (3) the faculty.

The evaluation process shall consist of:

1. Individual Visitations and Observations

a. General Requirements (Applicable to All Teachers):

1. All teachers shall receive at least one (1) formal evaluation each year.
2. A record of each formal evaluation visit is to be kept on an Individual Visit Evaluation Form.
3. There will be times when a Building Principal and evaluators visit a classroom to informally observe the educational program for a short period of time. These informal visits will not result in an Individual Visit Evaluation Form being completed.
4. All teachers will receive three (3) copies of the Individual Visit Evaluation Form within seven (7) school days of the visitation.
5. All teachers will return two (2) signed copies of the Individual Visit Evaluation Form to the Building Principal within seven (7) school days after receiving the form. The teacher will retain one (1) copy, the Building Principal will retain one (1) copy, and the third copy will be forwarded by the Building Principal to the Office of the Superintendent.
6. The teacher's signature shall merely indicate that he/she has read the contents of the Individual Visit Evaluation Form, but shall not necessarily indicate agreement with the contents.
7. Teachers shall not be expected to sign the Individual Visit Evaluation Form during the teacher-evaluator conference following the classroom visit.

ARTICLE VIII
(continued)

C. Evaluation Procedures: The Process (continued)

8. Teachers may attach written comments to the Individual Visit Evaluation Form prior to returning it to the Building Principal.
 9. All negative summations on the Individual Visit Evaluation Form shall include:
 - a. Criticisms.
 - b. Suggestions for improvement.
 - c. A statement as to what help is available and will be given.
 10. Teacher-evaluator conferences (not required in all cases) are for the purpose of discussing the visitation in terms of teaching objectives and instructional methodology for the improvement of classroom teachers.
2. Probationary Teachers on Salary Schedule Steps 4 and 5:
- a. Must have at least three (3) formal evaluations each year.
 - b. Must have a conference with the evaluator following the evaluation visit.
3. Probationary Teachers in the Last year of Probationary Appointment (Eligible for Tenure):
- a. Must receive one (1) formal evaluation by December 15th.
 - b. May not be denied tenure unless they have received at least two (2) formal evaluations and unless they have been evaluated by at least two (2) different evaluators.
 - c. Evaluations beyond the one (1) required may be conducted after December 15th.
 - d. Teacher-evaluator conferences may be held at the request of either party.

ARTICLE VIII
(continued)

C. Evaluation Procedures: The Process (continued)

4. Probationary Teachers Beyond Salary Schedule Step 5 (Not Eligible for Tenure):
 - a. Must have at least two (2) formal evaluations.
 - b. Must have a third formal evaluation if the first two (2) evaluations are unsatisfactory.
 - c. Teacher-evaluator conferences may be held at the request of either party.
5. Tenured Teachers Eligible for Master Teacher:
 - a. Must receive one (1) formal evaluation by December 15th.
 - b. May not be denied Master Teacher status unless they have received at least two (2) formal evaluations, and unless they have been evaluated by at least two (2) different evaluators.
 - c. Evaluations beyond the one (1) required may be conducted after December 15th.
 - d. Teacher-evaluator conferences may be held at the request of either party.
6. Composite Teacher Evaluation

Tenured staff members shall receive one (1) Composite Teacher Evaluation during the school year no later than the end of May. Probationary teachers and those teachers applying for Master Teacher shall receive the annual composite no later than the end of March.

These composite forms contain administrative recommendations regarding employment status. The teacher shall have the right to submit written statements and other comments along with the Composite Teacher Evaluation Form concerning his/her evaluation. This Composite Teacher Evaluation Form is to be signed by both the teacher and the Principal. The teacher's signature on the Composite Teacher Evaluation Form acknowledges receipt, but does not necessarily constitute agreement. Three (3) copies are to be completed, one (1) for the teacher, one (1) for the Principal and one (1) copy is to be sent to the Superintendent.

ARTICLE VIII
(continued)

C. Evaluation Procedures: The Process (continued)

The Composite Teacher Evaluation Form provides for ratings of the teacher in the many areas of classroom instruction, as well as professional and personal characteristics. It also provides for a narrative evaluation regarding the teaching strengths of the teacher, as well as areas for improvement.

Full discussion of the evaluation shall be encouraged and is required in all cases where the evaluator indicates the need for improvement and in cases, which involve a change of salary schedule. Teachers may ask for a review of their evaluations with all those who contributed information to the evaluation and shall, upon request, personally receive each review. Communications between the evaluators and teachers is of utmost importance. It shall be the responsibility of the Building Principal to maintain this communication; and especially where deficiencies exist, these Principals should inform the teacher involved of such teaching inadequacies and recommend specific, positive means for improving their teaching skills.

7. Each teacher has the right, upon request, to review his/her Central Office personnel folder at any time during the school day.
8. The Superintendent shall inform the teacher involved, in writing, of the intent to terminate (non-layoff) the employment of a probationary teacher and the denial of professional advancement to Master Teacher by April 15th. This statement shall include all reasons for the intent to deny advancement to Master Teacher status or demotion(s) to lower salary levels.
9. Copies of the Individual and Composite Evaluation Forms are attached to the Master Contract.

ARTICLE VIII
(continued)

D. Criteria for Evaluation:

A committee composed of three District and three NHTA representatives will review the criteria of the evaluation procedure contained in Article VIII D. The criteria will be evaluated according to the latest education research. Recommendations and a time frame for the completion of this task shall be presented to the parties. Any revisions to the existing criteria presently in the agreement must be mutually approved by the District and Association.

1. All teachers will be evaluated with respect to performance vis-a-vis:
 - a. The students.
 - b. The School.
 - c. The Community.
 - d. Professional standards.

2. As to the teacher's performance with respect to the student:
 - a. Number of preparations.
 - b. Number of students assigned.
 - c. Number of classes and/or labs (or other time units).
 - d. Type of students.

No teacher shall be penalized for a light class load, a small number of students, etc. which arise out of the assignment made by the administration. These criteria shall be considered only in order to determine the difficulty of the teacher's assignment and, therefore, what might reasonably be expected in the teacher's final overall performance.

3. Knowledge of Subject Matter

A thorough and basic knowledge of the subject matter and necessary related subject matter in assigned subjects is fundamental to a good teaching performance. Other evaluators, unless prepared themselves in the subject matter involved, shall not evaluate this criterion.

The Association recognizes that department chairs and building administrators may evaluate "knowledge of subject area" if they have thorough or basic knowledge of that subject area with stipulations:

Thorough knowledge refers to extensive preparation in the subject matter, generally meaning (but not necessarily) certified. Basic knowledge refers to a general working knowledge of the subject matter (i.e. college preparation and/or experiential knowledge).

ARTICLE VIII
(continued)

D. Criteria for Evaluation: (continued)

If an evaluator is not certified in the subject area he/she is evaluating and gives a rating of less than a four (4), then the rating must be supported by a specific explanation in the “Comments” portion of the evaluation.

4. Presentation of Subject Matter

Methods used by the teacher in reaching as many of the students as possible shall be evaluated on the basis originality, spontaneity and effectiveness.

Factors considered include: ability in planning and organizing, skill in questioning and explaining and judgment in the use of materials. Teachers should demonstrate initiative and adaptability. Activities should be planned to meet the academic, personal and social needs of the pupils. Materials and techniques should be adapted to meet individual differences.

5. Challenge and Stimulation

Challenge and stimulation of students are the hallmark of the fine teacher, as well as the teacher's apparent enthusiasm and willingness to work with individual students.

The teacher should provide the pupil with opportunities to develop his/her own interests. Efforts should be made to secure pupil participation. Teaching techniques should enhance pupil motivation and morale; students should experience rewards and feelings of success and accomplishment. The teacher should aspire to create a happy situation so that pupils express a liking for that class.

6. Classroom Control

Classroom control, conducive to learning and consistent with school practices, will be judged. Pupils should be orderly and businesslike in classrooms and cooperate in group activities.

7. Physical Condition of Classroom

ARTICLE VIII
(continued)

D. Criteria for Evaluation: (continued)

The classroom atmosphere, such as the use of bulletin boards, displays, and other useful teaching items, will be considered. Teachers should provide proper physical conditions as far as is within their control.

8. Understanding Individual Differences

A teacher should understand the individual differences of students assigned to him/her and take those differences into account in the implementation of his/her teaching program. The evaluator shall determine if the teacher, whatever method of teaching he/she may be using, has developed a rapport with his/her students so that the student knows the teacher is trying to help him/her. A teacher at all times must be fair, never favoring or disfavoring a student. Teacher should show respect for individual pupil's opinions and suggestions and should help individual pupils to analyze study habits and to devise and use more efficient study methods.

9. Testing

Effectiveness and fairness of the teacher's testing program and consideration of the objectives of the individual teacher will be evaluated. Test marks on Regents Examinations or Achievement Tests or other school-wide, department-wide, grade-wide or other general tests, however, should not be used by themselves as a means of evaluating the teacher. Careful use of this type of mark will be made only after analysis of all other circumstances. Test results over a short period may be totally irrelevant. A judgment and conclusion based thereon is to be carefully formed.

10. Empathy for Students

Consideration will be given to the degree and quality of empathy between teacher and student to measure the rapport which exists between teachers and individual students. Interest in students as people, concern for their total development and personal interaction with students are important considerations in this area.

As to the Teacher's Performance with Respect to the Efficient Operation of the School:

11. Support of School Policy and Programs

Teachers are expected to support school administrative policies.

12. Lesson Planning

ARTICLE VIII

(continued)

D. Criteria for Evaluation: (continued)

The evaluator shall determine if the teacher has adequately prepared the year's curriculum and lesson plans as directed. The efficiency of planning which the individual teacher has done will also be considered with respect to the status of plans available to a substitute upon assumption of class instruction.

Lesson plans aid the teacher in establishing goals and objectives based upon a knowledge of the pupil's past performance, his/her present performance and his/her expected performance in terms of the pupil's unique ability.

Lesson plans also aid the teacher in making a choice of techniques, materials and activities which can be utilized to reach desired goals.

a. Long-Range Planning

Teachers begin planning by establishing goals for the school year. Long-range plans involve the thinking of pupils, but, at best, considerable work is done by the teacher before the opening of the school year. It is the teacher's responsibility to organize plans with the class which are harmonious with the wide range of abilities and interests of students.

Long-range plans, as well as daily plans, must be based on understanding children -- how they grow, develop and learn.

b. Short-Range Planning

Short-range planning is most easily based on daily evaluation and adjustment of the progress toward major goals. Evaluation should be based on what has been accomplished. Necessary changes in plans grow out of what was accomplished today. Interests that often arise should be allowed for in good planning.

c. Evaluation of the Effect of Your Plan

Evaluation compares the starting point with the degree of progress and assists planning for future progress.

Even though the format may change, there are basic essential elements of effective lessons necessary for good teaching.

The following suggestions will help in formulating plans:

1. Purpose, aims or objectives.

ARTICLE VIII

(continued)

D. Criteria for Evaluation: (continued)

2. Environment, including room arrangements, bulletin boards, materials, and audio-visual aids.
3. Procedures for developmental abilities, including motivation, introduction, assignment, integration and concluding activities.
4. Evaluation by pupil and teacher; accomplishment testing, follow-up and future plans.

13. Procedural Efficiency

These criteria shall entail such items as (a) reports in on time; (b) reports accurate; (c) reports complete and legible. Reports include attendance registers, class marks, attendance cards and other items required by the administrative offices.

14. Punctuality and Attendance

Punctuality and regularity in attendance at faculty and department meetings, as well as regular teaching assignments, are required.

15. Non-Classroom Supervision

Willingness and efficiency in handling supervision, outside his/her own classroom, including supervision of halls, auditorium, school grounds, and any other school property where supervision is needed shall be evaluated. Performance of this type of supervision, whether directed or not, will be considered for it is the responsibility of all, administrators and faculty alike, to affirmatively enforce student discipline.

As to the Teacher's Performance with Respect to Community Responsibilities:

16. Public Relations

Loyalty to the school and community shall be considered.

As to the Teacher's Fulfillment of Professional Standards:

17. Professional Improvement

Professional growth of the teacher will be considered.

The following criteria shall not be considered as a separate item to be, in themselves, useful or not, but they shall serve as a general basis for determining

ARTICLE VIII
(continued)

D. Criteria for Evaluation: (continued)

objectively the final subjective evaluation; namely, the overall professional status and growth of the teacher.

18. Personal Qualities

Personal qualities which may have a direct bearing on the effectiveness of teaching shall be considered.

19. Initiative

Initiative displayed in dealing with daily problems, as well as in making and helping to implement constructive suggestions which involve the quality of the school generally shall be considered.

20. Acceptance of Constructive Suggestions

The evaluator shall determine if the teacher is willing to accept constructive suggestions which may be made for the purpose of improving the teacher's effectiveness.

21. Healthy Staff Relations

The teacher will be evaluated on his/her relationships with the staff generally. The evaluator shall determine if the teacher's relationship to the staff is conducive to the harmony necessary for effective educational cooperation. This criteria should in no way obstruct, prevent or penalize teachers who suggest constructive criticism for the purpose of improving the educational system.

E. Procedure and Criteria for Selection of the Master Teacher:

1. The purpose of creating the status of Master Teacher is to:

- a. Encourage teachers to attain the most effective pedagogical techniques;
- b. Encourage teachers to remain in the classroom where their talents are of most direct help to the students; and
- c. Remunerate top teachers in order to build and maintain a faculty second to none.

ARTICLE VIII
(continued)

E. Procedure and Criteria for Selection of the Master Teacher: (continued)

2. All permanently certified teachers who are on the 9th Step of the Salary Schedule and have tenure in the New Hartford School System will be considered for the Master Teacher Award. This review shall be optional for the teachers at or above Step 9 on July 1, 1991.
3. Any teacher denied the Master Teacher Award must wait one complete school year before applying for Master Teacher consideration. It is the teacher's responsibility to apply for reconsideration. After waiting one full school year, the individual teacher must apply, in writing, prior to October 1st of the year he/she wishes to be reconsidered for Master Teacher. A form will be available in the Principal's office. The teacher will be advised at the time of denial of the reasons for said denial and will be given suggestions and assistance as to how to improve.
4. The compiling of evaluation data regarding the Master Teacher Award shall primarily be the responsibility of the Building Principal who shall draw necessary information from the same sources outlined in the evaluation procedures for teachers and include such in the Composite Teacher Evaluation Form.
5. In the evaluation process for the selection of Master Teacher, primary consideration will be given to outstanding classroom proficiency.

The evaluation of the candidate for the status of Master Teacher shall include the criteria which have been set up for the evaluation of teachers, PLUS:

- a. Evaluation of outstanding classroom proficiency.
- b. Three basic items of evaluation on this point shall be:
 - 1) Highly competent handling of classes;
 - 2) Exceptional mastery of subject matter; and
 - 3) Outstanding presentation of subject matter.
6. The primary source of evaluative information and data supporting the selection of the Master Teacher shall be the Composite Teacher Evaluation Form submitted once yearly by the Building Principal. The Superintendent shall review them and make final recommendations for Master Teacher Awards to the Board of Education for final action.
7. Since one (1) major purpose of the Master Teacher Award is to "encourage teachers to remain in the classroom," only full-time teaching personnel shall be considered for the Award.

ARTICLE VIII
(continued)

E. Procedure and Criteria for Selection of the Master Teacher: (continued)

8. Master Teacher candidates shall be given written reason for rejection to upper salary level movement.
9. Master Teachers shall be given written reason(s) for demotion to a lower level of the salary schedule.
10. Professional proficiency shall be the measure for determining Master Teacher status, not budgetary considerations.

ARTICLE IX

JOB SECURITY

A. Fair Dismissal:

No teacher shall be reduced in rank or compensation, denied advancement on the salary schedule, officially reprimanded, suspended or dismissed without just cause. This provision shall not apply until someone has completed one (1) full year of service in the District, and shall not apply to extra-duty assignments (coaching, advisory duties, etc.).

Fair dismissal procedures shall not apply to permanent substitutes who have less than two (2) years continuous service with the District.

Permanent substitutes who are recommended for rehire on the basis of their evaluations shall be placed on a seniority list by tenure area. This list shall be established by September of each year. Seniority will be established by using the first date of service as the seniority date. If seniority is equal, the Superintendent shall have sole and exclusive discretion as to which teacher shall be laid-off or recalled. The teacher must be certified for the vacant position. This list shall be used in layoff and recall situations of permanent substitutes.

B. Reduction of Staff:

Whenever the staff is reduced in number, every effort shall be made by the administration to reduce the staff through attrition, subject to consideration of certification and seniority.

1. Whenever seniority is equal, the tie will be broken in the following manner:

- 1st: Total teaching time in the tenure area.
- 2nd: Total teaching time in the District.
- 3rd: Date of hire in the District.
- 4th: Date of the Board meeting at which the individuals were hired. If hired at the same Board meeting, the order the names appeared in the Board minutes.

2. When layoffs are necessary, individuals laid off from one category may transfer into the next lower category as listed below:

- Tenured teachers
- Probationary teachers
- Permanent Substitutes
- Regular Substitutes
- Teaching Assistants

ARTICLE IX
(continued)

B. Reduction of Staff: (continued)

When positions are abolished, the following prioritizing shall prevail:

Teaching Assistants shall be laid off first. After Teaching Assistants, Regular Substitutes, followed by Permanent Substitutes, then Probationary and Tenured teachers.

C. Progressive Discipline:

1. Dismissal procedures may be instituted only after the teacher involved has been given a letter of warning and has had a conference regarding said letter. The teacher may, within five (5) days after the conference, attach a written response to the letter.
2. All recommendations made to the Superintendent regarding termination of a teacher, including the denial of tenure, shall be made in writing. The teacher involved shall be given a copy of the recommendation when it is sent to the Superintendent.
3. Upon receipt of a recommendation provided for in number (2), the Superintendent shall within five (5) days meet with the teacher involved.
4. If the Superintendent decides to recommend to the Board that the teacher be terminated, procedures provided for in the Education Law shall be followed.
5. Teachers are entitled to have a representative at any of the conferences provided for in this Article.
6. Anyone who will not be recommended for tenure by the Superintendent will be notified prior to April 15th or 90 days prior to the expiration of his/her probationary period in the case of a teacher whose probationary period does not end at the close of a school year.
7. Extraordinary cases which would warrant immediate suspension allow for waiver of above positions.

ARTICLE IX
(continued)

C. Progressive Discipline: (continued)

8. The Board of Education shall make its decision regarding termination based upon the charges specified under number (4). If the Board decides to terminate the teacher's services, the teacher shall be so notified in writing. The Board shall state the facts and the reasons upon which the decision was based in writing. The teacher may appeal the Board's decision to terminate his/her services to arbitration, as provided in Stage V of the Grievance Procedure.

9. If a teacher elects to challenge a dismissal or other disciplinary action in a forum other than the Grievance Procedure, he/she waives the right to the Grievance Procedure on the same matter.

ARTICLE X

LEAVES

A. Jury Duty:

Upon the submission of a jury duty notice to the Superintendent, the teacher shall be released from school, without loss of pay, and shall reimburse the District in the amount equal to the jury fees received. Any teacher called for jury duty shall take reasonable steps to avoid the interruption of his/her classroom teaching responsibilities.

B. Unpaid Leave:

An unpaid leave of absence of up to one (1) year may be granted for extended illness or other purposes, as recommended by the Superintendent and if approved by the Board of Education.

C. Child Rearing Leave:

1. A child rearing leave of absence may begin at any time during the months prior to the anticipated birth of the employee's child. A thirty (30) day written notice of such leave is required.
2. A teacher shall be eligible for sick leave pay within the teacher's accumulated sick leave for the school workdays that the teacher is unable to work due to the teacher's physical disability. A teacher may not use sick leave during the period of an unpaid child rearing leave. If sick leave days are to be used, they must be used prior to the start of any unpaid leave. The teacher's attending physician must certify that the teacher's physical disability prevents the teacher from working. Sick leave will be based upon that period of time as certified by said physician.
3. Up to two (2) years will be granted as unpaid leave of absence. For purposes of this section, date of adoption of a pre-school child shall have the same effect as date of birth. Leaves that begin during a semester end at the end of that semester two (2) years later.
4. A teacher may return prior to the end of the unpaid leave of absence provided that the District has received forty-five (45) days written notification of a desire to return and such return is scheduled at the beginning of a semester.
5. A teacher will not be given salary schedule credit for the period of time that the teacher is on the unpaid leave.
6. Teachers receiving an unpaid leave of absence for less than one (1) school year shall, upon completion of the leave, return to the identical position held (see Article VI) prior to the beginning of the leave.

ARTICLE X
(continued)

C. Child Rearing Leave: (continued)

7. After one (1) child rearing leave for a single pregnancy, a teacher must return to work for one (1) semester before being eligible to begin another unpaid leave as provided under number (3).
8. After completion of unpaid leaves of absence, a teacher shall, upon request, be entitled to a voluntary layoff for a period of six (6) years in accordance with the following procedures and conditions.

The six year period begins at the end of the unpaid leave of absence, or at the end of the disability period, and continues for six consecutive years.

If a voluntary layoff does not commence immediately after the end of the unpaid leave, or at the end of the disability period, it shall commence at the beginning of a semester.

A teacher, after the termination of a voluntary layoff, may be offered a vacant position only if each teacher on the preferred eligible list for such position, as established by Section 2510 of the Education Law, has failed to assert his/her rights to such position pursuant to Section 2510.

Should a teacher return to work after an unpaid leave of absence, and work for a number of years, the six year eligibility period would be reduced by the number of years he/she worked.

Example: An individual returning from an unpaid leave of absence, or immediately after disability period (the birth of a child), for a period of two years, and then wishing to have a voluntary layoff, would only be entitled to four years on voluntary layoff status.

D. Personal Leave:

1. Staff members are granted personal leave not to exceed five (5) noncumulative days per year for personal reasons other than sick leave.

ARTICLE X
(continued)

D. Personal Leave: (continued)

2. Of the five (5) days per year, leave is authorized on the basis of the following guidelines:
 - a. Up to five (5) days personal leave of absence for illness in the employee's immediate family. The immediate family is interpreted to include father, mother, brother, sister, child, husband, wife, or any other member of the family or household who has clearly stood in the same relationship with the employee as any of these.
 - b. Two (2) days personal leave in the case of death or illness for in-laws, grandparents or other relatives.
 - c. Two (2) days per incident for urgent business or legal reasons over which the employee has no control.
 - d. Additional personal leave days (within the five) may be granted by the Superintendent and should be submitted through the building principal.
 - e. Two (2) days of the five may be granted for reasons of a teacher's own marriage.

3. Leave Day Without Reason

All teachers who have been employed by the District for more than three (3) years are entitled to one (1) noncumulative day's leave without reason or excuse, but such day is not to be used as a day before or a day after a holiday vacation period. If unused, this day should be accumulated as sick leave.

Any unused personal days will be added to the employee's accumulated sick leave. Whenever practical, requests for personal leave should be approved in advance by the Building Principal and, if necessary, by the Superintendent.

ARTICLE X
(continued)

E. Sick Leave

1. Ten (10) sick leave days per year shall be granted at the beginning of the school year for ten (10) month employees and eleven (11) sick leave days shall be granted for eleven (11) month employees. The unused sick days may accumulate on an unlimited basis. A teacher terminating employment prior to the end of the school year shall have any unearned sick days, prorated at one (1) day per month, deducted from his/her final paycheck.

- * In cases of personal injury sustained in the performance of duty, the teacher shall receive full pay and shall not have lost days deducted from his/her cumulative sick leave.

2. A physician's statement as to status of health may be requested by the Superintendent. (Additional information may be requested before the employee is permitted to return to work.)

3. Teachers will be notified prior to the opening of school in September as to the number of sick days they have accumulated, including converted personal leave days.

4. Sick Leave Bank
 - a. The School District shall provide, in the beginning of the school year, two hundred twenty (220) days on a noncumulative basis (an equivalent of one (1) day per teacher) that can be drawn upon by any teacher(s) with a full year of service in the New Hartford Central School District who is out because of a long-term illness as certified by a medical doctor. The Sick Leave Bank is to be used only after a teacher has used up his/her own sick days.

 - b. To determine the number of days a teacher may use from the Sick Leave Bank, add the total number of accumulated sick days the teacher had at the onset of the illness or injury for which the Bank will be used to the largest total number of sick days the teacher used for any previous single illness or injury. The minimum number of days for which a teacher is eligible shall be sixty (60).

5. The Association will cooperate actively with the administration to discourage the improper use of sick leave.

ARTICLE X
(continued)

F. Regular Year Sabbatical Leave:

1. Purpose

The purpose of a sabbatical leave is to improve the staff members' professional value to the New Hartford Central School District through formal study or research.

This sabbatical program is not a reward for service; it is a means of securing improved instructional service in the District by providing a vehicle for the staff member(s) to obtain enrichment in his/her field.

2. Eligibility

The applicant must hold permanent certification in his/her field of instruction and have been a full-time faculty member for seven (7) consecutive years in the New Hartford Central School District. (Continuity is not affected for required military service or Board of Education approved leaves of absence.) A maximum of one percent (1%) of staff is eligible and can be granted the Regular Year Sabbatical Leave.

3. Application

Applicants must make written request to the Building Principal who will forward such request to the Superintendent. The request should state the purpose(s) with a detailed outline of courses, project(s), etc. which are to be undertaken.

Applications must be submitted by March 15th of the school year prior to that of the leave. All candidates shall be informed of the decision of the Board of Education by April 15th.

All applications shall be referred to a Sabbatical Leave Committee for preliminary review and consideration.

This Committee shall be comprised of the following:

- a. The Assistant Superintendent.
- b. An Elementary Teacher chosen by the Superintendent.
- c. A Secondary Teacher chosen by the Superintendent.
- d. A teacher chosen by the President of the Teachers' Association.

ARTICLE X
(continued)

F. Regular Year Sabbatical Leave: (continued)

This Committee shall include the following as minimum criteria in making recommendations to the Superintendent: potential benefit to the school system, professional qualifications of the applicant, and seniority in the school system.

The Superintendent shall submit all of the applications received together with his/her recommendations to the Board of Education for final action. The Board of Education shall have the sole discretion to deny or grant regular year sabbaticals. The Board may consider other criteria in making its decision.

Guidelines for the Sabbatical Screening Committee:

- a. Demonstrated teaching excellence.
- b. Direct relevance of the candidate's program with the field in which he/she is currently engaged.
- c. Uniquely beneficial contributions to the overall education program.
- d. Equal consideration given to all areas of education, as well as to both levels of education.

4. Compensation

For one (1) or two (2) semesters at the regular rate, based upon the approved applicant's statement of salary in effect for the semesters involved. While on leave, payments shall be according to normal payroll procedure with the recipient receiving all benefits accorded to those not on leave. Full pay includes the Master Teacher Award, but not extra-duty or Department Chairperson payments.

5. Summary

During the leave, report(s) should be submitted if requested by the Superintendent or the Board of Education.

An evaluation of the program measured against stated purposes shall be made by the teacher at the end of the leave.

Any recipient who does not complete three (3) years of service following a sabbatical leave must refund, on a pro-rata basis, the compensation received. An agreement to this effect shall be required of all faculty granted sabbatical leaves.

Provisions of the above paragraph may be waived upon recommendation of the Superintendent with Board of Education approval.

ARTICLE X
(continued)

G. Summer Sabbatical and Curriculum Leave:

1. Purpose

The purpose of the summer sabbatical program is to improve the staff members' professional value to the New Hartford Central School District through study and research. This sabbatical program is not a reward for service; it is a means of encouraging and securing improved instructional service in the school system by providing a vehicle for the staff member(s) to obtain enrichment in his/her field.

2. Eligibility

An applicant must be certified in his/her field of instruction and be a full-time member of the New Hartford Central School District.

3. Application

Applicants must make written request to the Building Principal who will forward such request to the Superintendent. The application should state the purpose(s) of the request with a detailed outline, course project(s), etc., a statement of financial need, and indicate anticipated or guaranteed scholarships or other types of aid from other sources.

Applications must be submitted by March 15th of the school year prior to that of the leave. All candidates shall be informed of the decision of the Board of Education by April 15th.

4. Committee

All applications shall be referred to a Sabbatical Leave Committee for preliminary review, consideration and determination of the reasonableness of the monetary request.

This Committee shall be comprised of the following:

- a. The Assistant Superintendent.
- b. An Elementary Teacher chosen by the Superintendent.
- c. A Secondary Teacher chosen by the Superintendent.
- d. A teacher chosen by the President of the Teachers' Association.

ARTICLE X
(continued)

G. Summer Sabbatical and Curriculum Leave: (continued)

This Committee shall include the following as minimum criteria in making recommendations to the Superintendent: potential benefit to the school system, professional qualifications of the applicant, and seniority in the school system.

The Superintendent shall submit all of the applications received together with his/her recommendations to the Board of Education for action. All graduate course applications will be given equal consideration. However, the Board may deny or reduce payment for any sabbatical recommended by the Committee for graduate work that would be used toward permanent certification.

Each grant will be made on the basis of merit of the individual application.

Guidelines for Sabbatical Screening Committee:

Summer sabbaticals will be granted for any of the following:

- a) Curriculum or program development.
- b) Direct relevance of the candidate's program with the field in which the person is currently employed.
- c) Uniquely beneficial contributions to the overall education program.
- d) Equal consideration given to all areas of education, as well as to both levels of education.

5. Compensation

There will be no restrictions to the maximum or minimum amount established for the grants for reasonable compensation and reasonable expenses, within the agreed to total amount listed below.

6. Summary

During the leave, report(s) should be submitted, if requested, to the Superintendent or the Board of Education.

An evaluation of the program measured against stated purposes shall be made by the teacher at the end of the leave.

Any recipient who does not complete three (3) years of service following sabbatical leave must refund, on a pro-rata basis, compensation received. An agreement to this effect shall be required of all faculty granted sabbatical leave.

ARTICLE X
(continued)

G. Summer Sabbatical and Curriculum Leave: (continued)

Provisions of the preceding paragraph may be waived upon recommendation of the Superintendent with Board of Education approval.

It is agreed that the District's total cost for Summer Sabbaticals shall not exceed \$29,500.00 for the summer of 1990 and each year thereafter.

The District shall not make any expenditure of summer sabbatical monies during the summers of 2006 and 2007.

H. Educational Conferences:

The Board will budget monies to be allocated by the Superintendent to provide for the expenses of teacher attendance at educational conferences or workshops which are in the interest of improving educational programs in the School District.

Money allocated for conferences will be distributed proportionately between the buildings of the District. Teachers will be notified of the amount allocated to their building.

Consideration will be granted by the Superintendent for special educational needs at the various grade levels and subject areas. Priority will be granted to staff responsible for actual implementation of new media, methods or curriculum in the classroom.

I. Bereavement Leave:

Teachers shall receive up to five (5) days bereavement leave for each death in the employee's immediate family, or anyone clearly standing in such relationship. Bereavement leave shall be used at the time of death.

Immediate family shall be defined to include father, mother, brother, sister, child, husband, wife or any other member of the family or household who has clearly stood in the same relationship with the employee as any of these.

ARTICLE XI

TEACHER RIGHTS

A. Personnel File:

1. There shall be one (1) file maintained for each teacher in the Central Administrative Office.
2. Teachers shall have the right to review their file. Copies of the contents, exclusive of pre-employment recommendations and information, may be made at the cost of the teacher. The file shall not be allowed out of the office.
3. A teacher has the right to attach his/her comments to anything placed in his/her personnel file.
4. All items placed in the file shall be done so within fifteen (15) school days of the incident involved or from the time it became known to the Chief School Administrator. If items are placed in the personnel file, the teacher will be notified.

B. Academic Freedom and Responsibility:

Both parties agree that the nature of the American democracy requires that students be taught to listen to all sides of ideas and topics, identify the facts, and arrive at valid conclusions. It is further agreed that ideas of a controversial nature cannot be considered, evaluated and subsequently resolved by avoidance.

Both parties agree that students have a right to be exposed to those ideas and topics, which are within the students' intellectual grasp, related to the curriculum and other current debate in our society. The staff agrees to consider the maturity, needs and knowledge of the students, the timeliness and significance of the idea, and the staff's own abilities when discussing a controversial idea.

It is agreed that ideas and topics must be presented in a fair, factual, unbiased and nonpartisan manner consistent with staff evaluation criteria presented in the section on Teacher Evaluation.

Therefore, it is agreed that an academic atmosphere will be maintained whereby ideas and topics can be accurately discussed in our schools. It is further agreed that appropriate assistance will be provided to teachers who are in doubt regarding the question of discussing particular ideas and topics in the classroom, and the staff agrees that administrative approval must be secured prior to the scheduling of outside speakers.

ARTICLE XI
(continued)

C. Record Keeping:

Teachers should not be required to solicit, collect or account for monies from students for reasons not related to the educational program.

D. A kindergarten teacher may elect to share his/her full-time position with another teacher, subject to agreed upon conditions and procedures.

ARTICLE XII

TEACHING ASSISTANTS

- A. Teaching Assistants hired on or after 7/1/95 shall be paid 62 percent of the appropriate step of the teaching assistant salary schedule. Teaching Assistants hired prior to the 7/1/95 shall receive a four percent (4.0%) raise in each year 2005-2006 and 2006-2007 over their previous year's base salary.
- B. Teaching Assistants will receive an annual evaluation prior to April 1st.
- C. Teaching Assistants hired prior to July 1, 1992, possessing teacher certification and having received a satisfactory evaluation shall be entitled to bid on teaching openings within their area of certification and will be given preference over new entrants, providing the instructional aspects of the Teaching Assistants job have been satisfactory. Teaching Assistants hired on or after July 1, 1992, and meeting the above standards will be granted interviews and considered for such openings on the same basis as other applicants.
- D. Teaching Assistants employed by the District will be used as a supplement to the teaching staff and will not be employed to replace teachers.
- E. Teaching Assistants will receive a five hundred dollar (\$500.00) additional stipend for receiving teacher certification.
- F. Provisions of the Teachers' Contract which shall pertain to Teaching Assistants are:
 - 1. Elementary School.
 - 2. Assignments and Transfers.
 - 3. Staff Privileges.
 - 4. Reimbursements.
 - 5. School Day.
 - 6. Record keeping
 - 7. Leaves (Except that Sabbatical Leaves do not apply.)
 - 8. Calendar.
 - 9. Fair Dismissal, Reduction of Staff and Progressive Discipline. (Fair Dismissal after two (2) years.)
 - 10. Grievance Procedure.
 - 11. Teaching Assistants will receive the same contractual fringe benefits as teachers (health, dental, etc.).

ARTICLE XII
(continued)

- G. Effective September of 2002, for in-service credit earned on or after such date, teaching assistants shall be eligible to earn in-service credit, only, as follows. Eligibility for in-service credit shall be in accordance with Appendix B of the collective bargaining agreement.

If the teaching assistant has a Masters degree, the in-service shall be paid in the same manner as teachers (an addition to salary). If the teaching assistant does not have a Masters degree, in-service credit shall be paid as a separate payment at the time the fifteen (15) hours is accrued and shall not become a part of their regular salary.

SALARY SCHEDULE TO BE
USED FOR DETERMINING
TEACHING ASSISTANT COMPENSATION

	<u>2005-2006</u>	<u>2006-2007</u>
Step		
1	\$19,088	\$19,469
2	\$19,463	\$19,851
3	\$19,839	\$20,242
4	\$21,684	\$22,320
5	\$21,924	\$22,552
6	\$22,164	\$22,801
7	\$22,474	\$23,051
8	\$22,773	\$23,373
9	\$23,044	\$23,684
10	\$23,349	\$23,966
11	\$23,817	\$24,283

APPENDIX A

IMPORTANT DATES TO REMEMBER

August 21	Last day to turn in hours for Graduate Credit.
October 1	Last day to apply for Physical Examination benefit.
November 30	Last day to turn in hours for Graduate Credit.
December 15	Last day for First Observation for Master Teacher and Tenure candidates.
February 1	Last day to apply for a Summer School position.
Last Day of February	Last day to provide notice for sick leave reimbursement.
March 15	Last day to apply for a Sabbatical Leave.
March 31	Last day to receive Composite Evaluations for Probationary teachers and those teachers applying for Master Teacher.
April 15	Notification of Sabbatical recipients. Notification of Summer School Appointment. Denial of Tenure Notification.
May 1	Deadline for Voluntary Transfer.
May 15	Notification of denial for Promotion/Termination.
May 31	Last day for Tenured teachers to receive Composite Evaluations.
June 1	Last day of Involuntary Transfer.

APPENDIX B

IN-SERVICE PROGRAMS AND CREDIT

A. Purpose:

An emphasis on staff development is a visible expression of commitment to an educational ideal. In-service programs play an important role in staff development. As a means of encouraging wide and frequent participation in staff development through in-service, in-service programs sponsored or approved by the Board of Education will carry credit which may be used by teachers successfully completing programs for conversion to graduate hours for salary advancement. All participation in after school in-service programs shall be voluntary.

B. In-Service Credit:

1. Compensation may be paid by the District for staff training required and/or encouraged by the District in accordance with the following procedure:
 - a. An in-service committee shall exist consisting of:
 1. the Chairperson of the Board Staffing and Curriculum Committee;
 2. the Assistant Superintendent; and
 3. two (2) Association designees.
 - b. The Committee shall investigate the need and requirement for development of staff, and establish guidelines to be used as a basis for approval and a formula for compensation.
 - c. The Committee shall recommend to the Superintendent and the Board of Education the amount of compensation to be given for approved activities.
 - d. The following types of activities shall be considered by the Committee: workshops, seminars, undergraduate courses and programs by the State Education Department.
 - e. Requests for consideration should be presented in writing to the Building Principal.
 - f. The Board shall have the final authority and discretion to approve applications.

APPENDIX B
(continued)

C. Description of In-Service Programs for Credit:

1. Program Origin

- a. Programs mandated by the School District or the State Education Department in which all or segments of the teaching staff must participate.
- b. Programs which evolve from needs established by the teaching staff, the administration or the Board of Education in which participation is voluntary.
- c. Programs requested by individual teachers.

2. Program Definitions

- a. Courses, seminars, workshops, and regular year curriculum development projects.
- b. Scheduled at times other than during regular school hours and for which no other compensation is tendered from any source.
- c. Program content fits into the educational objectives of the District in that the content is directly related to the instructional program or to the improvement of teacher effectiveness.

D. Credit:

- 1. All approved in-service education programs will accrue one (1) graduate credit hour for every fifteen (15) clock hours of participation.
- 2. Each course, seminar or workshop must be successfully completed in order to qualify for graduate hour credit.
- 3. Each graduate hour credit will be paid at a rate equal to ten dollars (\$10.00) less than the graduate rate until enough graduate hours are earned to equal a block of hours. When a block of hours is earned, payment will be in accordance with graduate credit provisions of the salary schedule.

APPENDIX B
(continued)

E. Procedures for Program Approval:

1. Programs mandated or sponsored by the School District are recommended by the Superintendent and approved by the Board of Education.
2. Programs emanating from the teaching staff are:
 - a. Presented in writing to the Building Principal. Written proposals must include rationale, objectives, content outline, length of program, intended audience, name and title of program presenter and workshop reaction sheets.
 - b. Forwarded by the Building Principal to the In-Service Committee.
 - c. Forwarded by the In-Service Committee to the Superintendent of Schools with recommendations.
 - d. Presented to the Board of Education by the Superintendent of Schools with his/her recommendations.
 - e. The Board of Education has the final authority and discretion to approve proposals.

F. Procedure for Individual Credit Approval:

1. Individual participation for credit in approved in-service programs must be approved by the Superintendent of Schools.
2. Upon successful completion of an approved in-service program by an individual teacher, the course instructor will submit a written, signed statement to the Superintendent of Schools indicating the total amount of time devoted to the program. (See Attached Report, Appendix C.)

APPENDIX C

NEW HARTFORD CENTRAL SCHOOL DISTRICT
IN-SERVICE REPORT FORM

_____ has successfully completed the
(Name of Teacher)

following approved in-service program:

Program Title: _____

Total Clock Hours: _____

School Year: _____

Course Instructor: _____
(Please Print)

Signature

Teacher: _____
(Please Print)

Signature

Date

APPENDIX D

MEMORANDUM OF AGREEMENT ("hereinafter "MOA")

THIS AGREEMENT is entered into as of this 20th day of July, 2005, by and between the New Hartford Central School District ("Employer") and the New Hartford Teachers' Association ("the Association").

The Employer agrees to make an Employer non-elective contribution to the 403(b) account of each covered employee who is eligible for and commences retirement under the state-sponsored retirement system during the term of this agreement, July 1, 2005 through June 30, 2007. The amount of the non-elective contribution shall be equal to the value of each such eligible employee's accumulated leave days, determined in accordance with Article VII, Terminal Leave, of the collective bargaining agreement and/or the terms of the District's retirement incentive policy.

Effective July 1, 2005, the Employer and Association agree to the following:

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein. This non-elective employer contribution shall be in lieu of cash compensation provided by the applicable collective bargaining provision and/or non-contractual policy. The District will deposit the above-referenced non-elective contribution(s) by no later than July 31st following the retirement date.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceeds the applicable Contribution Limits, the employer agrees to pay any excess amount as compensation to the employee within thirty (30) days of the retirement date.
3. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971- Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. This MOA shall be subject to IRS regulations and rulings. Should any portion 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, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) that conform, as closest as possible, to the original intent of the parties.
6. In agreeing to adopt and/or modify the Plan noted in this Memorandum of Agreement, the District makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Association, its agents, representatives or other parties.
7. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
8. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
9. **Duration**
 - a. The parties expressly agree that this Memorandum of Agreement shall become effective from the date of this signing of this Memorandum of Agreement and, notwithstanding Section 209(a) (1) (e) of the Civil Service Law ("Triborough Amendment"), shall expire on June 30, 2007 unless extended or modified by mutual written agreement between the parties.
 - b. Notwithstanding the above paragraph, at 12:01 a.m. on the day following the expiration date of this memorandum, the terms and provisions of the collective bargaining agreement and/or non-contractual board policy shall be fully restored to its former cash compensation status.
 - c. Notwithstanding paragraph (a), above, in the event that the Employer is obligated under this Memorandum of Agreement to make any post-employment contributions to any eligible employee after the expiration date of the parties' successor collective bargaining agreement, that obligation shall survive such expiration date and shall remain a continuing obligation until such time as any such post-employment contributions are paid in full in accordance with the provision of this Memorandum of Agreement.
10. This memorandum shall be subject to approval by the Board of Education.

11. All disputes arising related to this Memorandum will be subject to the grievance procedure outlined in the Parties' collective bargaining agreement.

For the Employer

By: David P. Dillige

Dated: 7-20-05

For the Association

By: Quetta Stratton

Dated: 20 July 05

NEW HARTFORD CENTRAL SCHOOL DISTRICT
NEW HARTFORD, NEW YORK 13413
Business Office
Phone: 315/738-9287
Fax: 1-315/724-8940

May 5, 1992

HEALTH INSURANCE PROPOSAL
PRESENTED BY THE PHELPS AGENCY
AS REVIEWED BY THE
HEALTH INSURANCE COMMITTEE

The changes to the Prudential Health Insurance plan will be made per the attached letter from William Phelps dated April 21st.

Fifteen thousand dollars of the generated savings will be paid yearly to the union to be used for the reduction of individual premium contributions of all currently employed plan participants.

Forty percent of the remaining premium reduction or \$52,175 would be allocated to the union in the 1992-1993 school year for use in a benefit trust. All employed plan participants would be eligible to participate in the benefit trust program. The remainder of the reduced premiums would accrue to the District.

\$39,536 of the premium reduction would be allocated yearly to the union starting in the 1993-1994 school year for use in a benefit trust. All employed plan participants would be eligible to participate in the benefit trust program. The remainder of the reduced premiums would accrue to the District.

/kk

Attachment

APPENDIX E

REGISTERED NURSES

- A. By prior Board resolution, the position of registered nurse was accreted into the New Hartford Teachers' Association. All terms and conditions applicable to nurses under the New Hartford Employees' Association agreement at the time the nurses were accreted into the Teachers' Association shall continue, unless otherwise negotiated by the parties.
- B. The following provisions of the New Hartford Teachers' Association shall apply to registered nurses effective July 1, 2004:

Preface
Article IV Grievance Procedure
- C. In addition, the following terms shall apply to only registered nurses, and not to any other members of the bargaining unit.
- D. In-service credit for continuing education of nurses will be provided effective July 1, 2004 based upon the general terms of Article XII (G), under specific terms mutually developed by the parties
- E. 2005-2006 and 2006-2007 Wage Schedules:

Step (RN)	<u>2005-2006</u>	<u>2006-2007</u>
1	\$15.64	\$15.87
2	\$16.03	\$16.27
3	\$16.42	\$16.67
4	\$16.82	\$17.08
5	\$17.22	\$17.49
6	\$17.64	\$17.91
7	\$18.46	\$18.35
Long	.67	.67

Step (Head Nurse)	<u>2005-2006</u>	<u>2006-2007</u>
1	\$16.50	\$16.65
2	\$16.99	\$17.16
3	\$17.48	\$17.67
4	\$17.98	\$18.18
5	\$18.47	\$18.70
6	\$18.97	\$19.21
7	\$19.79	\$19.73
Long	.67	.67

E. Nurses

1. The Head Nurse shall be given first refusal on all summer nursing work. This does not preclude the District from employing other nursing personnel if needed.
2. Effective July 1, 2001, any school nurse who has a B.S. in the nursing field shall receive a \$500.00 addition to his/her base salary. Effective July 2003 any school nurse who has a B.S. in the nursing field shall receive a \$600.00 addition to his/her base salary. In addition, other unit members who obtain a job-related B.A. or B.S. may apply to the Superintendent for such stipend. The District has total discretion to approve or disapprove such requests; and such approval/disapproval may not be the subject of a grievance under this agreement.
3. Effective July 1, 2002, the head nurse will receive a salary differential of \$2,500 added to his/her base salary. Effective July 1, 1997, due to the number of students, the Oxford Road elementary school nurse shall receive a salary differential of \$1,000, added to his/her base salary.
4. Nurses work the teacher schedule with guaranteed paid holidays. Additionally, nurses work four days in the summer that are scheduled by mutual agreement of the employee and appropriate supervisor. Vacation pay does not apply.

F. Increments

1. Service increment advancement on the salary schedule is not guaranteed unless specifically stated in each year's contract. (If so stated, each employee is guaranteed a maximum of five (5) increments.).
2. If increments are awarded in the contract:

New employees must work at least six (6) months to qualify for an increment.

Longevity Increments shall be paid for only those employees completing the 9th, 12th, 14th or 16th year of employment (during the 12-month period preceding the start of the school fiscal year beginning July 1) in the amount of the increment listed on the salary schedules.

Employees with previous part-time employment will have prior part-time work pro-rated for longevity increment (but will not count toward basic hourly rate schedule.)

PREFACE

The New Hartford Teachers' Association is recognized as the sole collective bargaining agency for the purpose of negotiations with respect to terms and conditions of employment for the teaching staff.

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

Existing Board policies, or administrative rules and regulations, shall in no way limit the rights granted teachers in this Agreement. If there are conflicts between this Agreement and existing school policies or regulations, this Agreement will take precedence.

This agreement and the annexed side letters represent the parties' full and complete agreement, and may be altered, added to, deleted from, or otherwise modified only by a written agreement signed by the parties. Any such change shall also be included as a side letter to the agreement, unless otherwise agreed by the parties. Any arrangement or agreement between the District and a teacher relating to terms or conditions of employment included in this Agreement shall be in accord with this Agreement. Any policy changes being considered by the Board or Administration which affect District-wide terms or conditions of employment of staff shall be discussed with the staff prior to enactment.

This Agreement is binding as a two year contract, beginning July 1, 2005 and terminating June 30, 2007 and may be changed only through the mutual consent of both parties, and no obligation is imposed upon either party to enter into any discussion pertaining to a requested change in this Agreement.

The New Hartford Teachers' Association will actively and cooperatively work with the school administration and the Board of Education and pledges its active support for all policies and programs designed for the improvement of educational opportunities within the New Hartford Central School District.

A copy of this Agreement will be given to all teachers.

New Hartford
Central School District

New Hartford
Teachers' Association

Daniel P. Silligan
Superintendent 5 Jan 06

Quetta Stratton
President 4 Jan 06