

## **PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act) and to encourage and increase effective and harmonious working relationships between Shenendehowa Central School District at Clifton Park, New York and its professional employees represented by the Shenendehowa Teachers Association (hereinafter referred to as the Association), and to enable the professional employee more fully to participate in and contribute to the development of policies relating to their terms and conditions of employment so that the cause of public education may best be served and the obligations to the residents of the district may best be met in the Shenendehowa Central School District.

THIS AGREEMENT IS MADE AND ENTERED INTO on this 15<sup>th</sup> day of June 2000 by and between the Superintendent of Schools and the School District on the one hand and the Association on the other. The parties agree to extend the terms of the 1995-2000 contract for the three year period, July 1, 2000 to June 30, 2003.

## **ARTICLE I**

### **RECOGNITION**

- A. The Shenendehowa Central School District recognizes the Shenendehowa Teachers' Association as the exclusive collective negotiation representative of a unit which is comprised of all teachers (including teachers in the summer school program for salary purposes only), set forth in Article 30.8 of the Commissioner of Education's regulations, and department administrators, both full-time and part-time, excluding per diem substitute teachers and all other employees.
- B. It is understood that nothing contained in this article shall be considered to prevent the Shenendehowa Teachers Association or any Shenendehowa Central School District official from meeting with any individual group or individuals to hear views on any matters. With regard to matters which are covered in the present contract, any changes or modifications shall be made only through negotiation and agreement with the Shenendehowa Teachers Association.
- C. "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

## **ARTICLE IA**

### **DEFINITIONS**

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

- A. "School District" shall mean the Shenendehowa Central School at Clifton Park, New York.
- B. "Board of Education" or "Board" means the Board of Education of the School District.
- C. "Association" and "STA" mean the Shenendehowa Teachers Association.
- D. "School Year" means the period commencing on the 1<sup>st</sup> day of July each year and ending on the 30th day of the following June.
- E. "Teacher" and "Unit Member" mean a full-time or part-time teacher of the School District who is included in the negotiating unit which is set forth in Article I of this Agreement.

- F. "Superintendent" or "Superintendent of Schools" means the Superintendent of the School District.

## **ARTICLE II**

### **MAINTENANCE OF STANDARDS AND NEGOTIATION PROCEDURES**

#### **A. MAINTENANCE OF STANDARDS**

1. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Before the School District knowingly adopts a change in policy not covered by this agreement, but which affects teachers' terms or conditions of employment, the School District will notify the Association President or his/her designated representative by registered mail that it is considering such a change. The Association will have the right to negotiate with the School District over such proposed changes provided that it files such a request with the School District within twenty (20) calendar days after receipt of said notice.
2. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein. Likewise, this agreement shall not be interpreted or applied to excuse performance by teachers of responsibilities, tasks and assignments which it has been their past practice to perform although performance of such responsibilities, tasks and assignments are not expressly stated herein.

#### **B. NEGOTIATION PROCEDURES**

1. On or about November 15 of each year the parties shall enter into good faith negotiations in relation to any terms and conditions of employment raised by either party. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Superintendent and by the Board and the Association. An impasse in negotiations shall occur if the parties concur that they are at impasse or if they have failed to reach agreement on all items under negotiations 120 days prior to the end of the fiscal year. In the event of an impasse, for the purpose of resolving the same, both parties or either party may request assistance from the Public Employment Relations Board.
2. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District.

## **ARTICLE II (cont'd)**

No final agreement shall be accepted without ratification by the Association on the one hand and the Superintendent and the Board on the other hand. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and consider proposals and reach tentative agreements in the course of negotiations. It is recognized, however, that the negotiators for each party have been given guidelines and instructions by the party it represents and the negotiators cannot exceed such guidelines or instructions and must report, from time to time, to the party they represent or a committee thereof for further authorizations or clarifications. At the commencement of the negotiations for any particular school year, the negotiators shall adopt between themselves rules or a course of procedure which is to be followed by the negotiators during the negotiating sessions for that year.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **A. DECLARATION OF PURPOSE**

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the School District and its teachers 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 they may freely present grievances, and by which the School District and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

#### **B. DEFINITIONS**

1. A "Grievance" is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting terms and conditions of employment.
2. The term "Supervisor" shall mean any department administrator, principal, assistant principal, immediate superior, or other administrator or supervisor responsible for the area in which an alleged grievance arises except for the chief executive officer.
3. "Aggrieved Party" shall mean any person or group of persons in the negotiating unit or the Association filing a grievance.
4. "Party in Interest" shall mean any party named in a grievance who is not the aggrieved party.

## ARTICLE III (cont'd)

5. "Grievance Committee" is the committee created and constituted by the Shenendehowa Teachers Association.
6. "Hearing Officer" shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance hereunder.

### C. PROCEDURES

1. All grievances shall include the name and position of the aggrieved party, the time when and the place where the alleged events or conditions constituting the grievance existed, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the teacher. A copy of the decision shall also be furnished to the Association.
3. Throughout all stages of the grievance procedure, a teacher shall be allowed to have a representative of his/her own choosing. This may be a fellow employee, the Association or an attorney. The grievant may choose whomever he/she wishes to represent him/her at Stages 1, 2 and 3 of this procedure, except that such representation may not be a representative of a competing employee organization.
4. If a grievance affects a group of teachers and appears to be associated with system-wide policies, or such policies affecting such group, it may be submitted by the Association directly at Stage 2 described below.
5. The preparation and processing of grievances insofar as practicable, shall be conducted during the hours of employment. Classroom activity will not be interrupted and reasonable efforts will be made by the aggrieved and hearing officer to avoid involvement of students in any phase of the grievance procedure.
6. The School District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
7. Except as otherwise provided in Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of the minutes of the proceedings made at each and every stage of this grievance procedure. Any person named as an aggrieved party shall be present at Stage 1 of the grievance procedure except in extenuating circumstances.

### **ARTICLE III (cont'd)**

8. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
9. Forms for filing grievances, serving notices, taking appeals and making reports and recommendations, and other necessary documents will be jointly developed by the School District and the Association. The Superintendent shall then have them reproduced at joint expense and distributed so as to facilitate operation of the grievance procedure.
10. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
11. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
12. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers 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, but all other provisions or applications will continue in full force and effect.
13. The Superintendent of Schools shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. Official minutes will be kept of all proceedings in Stages 2 and 3. The School District and the Association will share the cost thereof. After the conclusion of hearings of Stages 2 and 3, a copy of the minutes shall be made available to the aggrieved party within five (5) days excluding weekends unless otherwise mutually agreed upon. The aggrieved may advise the appropriate hearing officer of any errors in said minutes. Any such claim or error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party and his/her representative and the School District, but shall not be deemed a public record.

### ARTICLE III (cont'd)

14. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not ,in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

#### D. TIME LIMITS

1. 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 consent.
2. No written grievance will be entertained as described below and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within twenty (20) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit 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.
5. In the event a grievance is filed on or after June 1 in relation to a grievance occurring on or after the preceding May 1, upon request by or on behalf of the aggrieved party, the school officials involved in the grievance procedure will endeavor to expedite the hearings so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

#### E. STAGES

1. Supervisor
  - a) A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but in arriving at this decision will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had unless the aggrieved party or his/her representative is present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

### **ARTICLE III (cont'd)**

- b) The parties recognize that the traditional grievance process, while an important tool in the administration of the collective bargaining agreement, is not always the most efficient method for the resolution of disputes between management and labor. The parties shall establish an alternative dispute resolution process to be employed in possible contractual grievances prior to Step 1 of the formal grievance process. The parties shall establish a team made up of five members appointed by the STA and five appointed by the Superintendent of Schools. The District and STA will jointly provide training to the committee members in alternative dispute resolution strategies and techniques. The committee shall establish any necessary rules and procedures for its operation. The committee shall be operative no later than December 31, 1997.
- c) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within ten (10) school days after the written grievance is presented to him/her, the supervisor shall, without further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher, his/her representative and also to the Association.

#### **2. Superintendent of Schools**

- a) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall within ten (10) school days after receipt of the decision, present the grievance to the Superintendent of Schools. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- b) Within ten (10) school days after receipt of the appeal, the Superintendent of Schools, or his/her duly authorized representative, shall hold a hearing with the teacher or his/her representative and all other parties in interest.
- c) The Superintendent of Schools, or his/her duly authorized representative, shall render a decision in writing to the teacher and his/her representative within ten (10) school days after the conclusion of the hearing.

#### **3. Binding Arbitration - Interpretation of the Agreement**

- a) If the aggrieved party is not satisfied with the decision at Stage 2 and if the grievance involves a question concerning the interpretation or meaning of the Agreement, the aggrieved party may file a further appeal in writing with the Superintendent of Schools within fifteen (15) days after receiving the decision at Stage 2, indicating his/her election to submit the grievance to arbitration.

### **ARTICLE III (cont'd)**

- b) Within five (5) days after filing a further appeal with the Superintendent, the Shenendehowa Teachers' Association shall contact the American Arbitration Association and request a list of five (5) names of persons who may serve as an arbitrator. Upon receipt of the request, the School District and the Association shall each be provided with a copy of the same. Within five (5) days of receipt of such lists, each party shall independently strike two (2) names from the list and then indicate their preference of the remaining names by numbering them 1, 2, and 3. The duplicate panel lists indicating the preferential ranking shall then be signed by the authorized representative of each party and be returned to the American Arbitration Association which shall designate the arbitrator.
- c) The arbitrator so selected will hold hearings promptly at the Shenendehowa Central School District or at some other mutually acceptable place and will issue a decision not later than twenty (20) days from the date of the close of the hearing, or, if oral hearing has been waived, then from the date the final statements and proofs are submitted.
- d) The decision of the arbitrator will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine the decision solely to the application and interpretation of this Agreement.
- e) The arbitrator's decision shall be binding upon the parties.
- f) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School District and the Association.

### **ARTICLE IV**

#### **TEACHER-ADMINISTRATION LIAISON**

- A. The Association shall select Building Representatives for each school building who shall meet with the principal at least once every two (2) weeks during the school year to review and discuss local school problems and practices. Any such meeting may be canceled or adjourned by mutual consent.

#### **ARTICLE IV (cont'd)**

- B. The Building Representatives shall be permitted to meet with teachers at times and places convenient to both parties, provided that such meetings can be scheduled without disturbing the academic program. These meetings shall not conflict with previously scheduled meetings or teachers' regular or special assignments. They may be held before or after school hours at the particular school. The principal shall have the right to determine whether or not the meeting is disturbing the academic program.
- C. The Professional Practices Committee shall consist of the Chairperson of the Building Representatives in each school and one other Association member from each school, the President of the Association, the Superintendent, and such administrators as he/she may designate, and one or more members of the Board. They shall meet at least once a month during the school year. The first meeting shall be convened by the Superintendent during the month of September. Such meetings may be canceled or adjourned by mutual consent.
- D. 1. To maintain an effective liaison between the teaching staff and the administration and to contribute wherever possible toward the resolution of grievances before they are formalized, the President of the Association and the Chairperson of Building Representatives in each school shall be relieved only of any non-instructional duties for one period daily and the duties from which they are relieved will be assigned without additional compensation to other members of the professional staff. At the elementary level, non-instructional duties shall be defined as bus duty and homeroom duty. The teaching assignment of the grievance chairperson shall be reduced from full time to 3/5 provided the STA reimburses the district 50% of the salary and fringe benefits of the 2/5 replacement teacher.
2. The teaching assignment of the president of the STA shall be reduced from full time to 2/5 provided the STA reimburse the district 50% of the salary and fringe benefits of the replacement teacher. The STA president and the grievance chairperson will be considered full-time employees with all rights and benefits.
- E. Teachers shall have equal representation on the Instructional Program Advisory Council. IPAC teachers shall be elected by the entire faculty under a voting model developed by STA. It must be understood that this committee is advisory only and the chairperson (Assistant Superintendent for Curriculum, Instruction and Learning) must retain the ultimate authority for recommending the approval or disapproval of any instructional change. Decisions of the IPAC and subcommittees thereof that affect particular schools will be reviewed by those schools' faculty before being referred to the Assistant Superintendent for Instruction. The Assistant Superintendent for Curriculum, Instruction and Learning will consider faculty input before making a final recommendation.

## **ARTICLE IV (cont'd)**

- F. Teachers will be given the opportunity to participate on all district level committees, other than IPAC, which impact the daily instructional program. Such teachers shall be selected by the Association President with the advice and consent of teachers at the impacted department or building level. This language does not preclude the Superintendent from appointing teachers to such committees.

## **ARTICLE V**

### **RIGHTS OF THE ASSOCIATION WITH RESPECT TO INFORMATION AND USE OF SCHOOL FACILITIES BY THE ASSOCIATION**

- A. The Association shall have the right to schedule Association meetings in the school buildings before or after school provided such meetings are scheduled one week in advance and do not conflict with regularly scheduled or previously scheduled meetings or commitments of a significant portion of the faculty of such building. When the Association deems it necessary to hold a meeting to attend to urgent business, the "one week notice" requirement shall be waived provided the facilities requested are available.
- B. The Association shall also have the right:
  - 1. To post notices of its activities and matters of Association concern on faculty bulletin boards.
  - 2. To place notices, circulars, and other material in teachers' mailboxes so long as such placement does not, in the opinion of the building principal, materially and substantially interfere with school operation.
  - 3. To use the inter-school mail facilities so long as such use does not, in the opinion of the building principal, materially and substantially interfere with school operation.
- C. The Building Representative shall be provided fifteen (15) minutes time (either at the beginning or end of all faculty meetings), if requested, to report on matters involving representation of the teachers by the Association. The request shall be made two days in advance of the meeting.
- D. The Superintendent shall furnish the Association President with a copy of the agenda for public board meetings where such agendas are available for distribution prior to the meeting date.

## **ARTICLE V (cont'd)**

- E. Upon request of the teachers and when approved by the Board of Education, the Association may arrange for the installation of vending machines in the faculty room for staff use only. The installation, operation, control and maintenance of the machines shall be the responsibility of the Association. All net proceeds of these machines shall be used in such manner as the Association shall determine.
- F. The School District shall provide, free of charge, a copy of public records and information necessary for negotiations and for the processing of grievances.

## **ARTICLE VI**

### **INSTRUCTIONAL CONDITIONS**

#### **A. CLASS SIZE**

- 1. The Board of Education recognizes the importance of maintaining reasonable teacher-pupil ratios. Every effort shall be made to maintain the present pupil-teacher ratio. Attempts to equalize the number of pupils shall be limited to transfers and/or adjustments within a campus area.
- 2. In providing for science laboratory classes, industrial arts classes and typing classes, the Board shall attempt to maintain class sizes consistent with the physical facilities and machines available and the safety precautions necessary.
- 3. The Board of Education will continue its efforts to study the educational advantages of smaller classes at all levels. During the fall semester a report on class size will be made to IPAC and the Board of Education.

#### **B. ELEMENTARY PLANNING**

- 1. A team, herein referred to as the School Planning Team, elected annually by each faculty and including the building principal, will develop guidelines for all references included later in this provision.
- 2. The parties recognize that the district can establish a fund for innovation separate from any contract provisions with the STA
- 3. In order to create more effective pupil-teacher contact time, to improve planning and preparation, to encourage team planning and collegial interaction, reduce clerical work load, address internal bus duty and all other non-instructional duties, and to extend the lunch period, the school district will provide additional F.T.E. (full-time equivalent) elementary aides as follows: effective 2/1/91, one per school; effective 4/1/91, one per school; effective 6/1/91, one per school plus one additional for Arongen. Effective

9/1/91, two additional aides per school; effective 9/1/92, one additional aide per school.

#### **ARTICLE VI (cont'd)**

4. The deployment of Aides will be determined by an agreement between the School Planning Team and the Building Principal. In the event of irreconcilable differences, specific issues must be referred to a Labor-Management Panel comprised of the Assistant Superintendent for Human Resources and the Director of Financial Services, STA's Vice President for Elementary Affairs, and the President of STA or his/her designee.

#### **C. SCHOOL YEAR CALENDAR**

1. Effective 2000-2001, the parties agree that three half-days for grades K-5 will be scheduled as late in June as possible, consistent with State Aid compliance and State Education Department attendance requirements. Such half days will replace the half day on the Wednesday preceding Thanksgiving, the half day on the first Friday in June, and the half day on the last day of school. The equivalent of four half days will continue to be scheduled for planning purposes.
2. Effective 2001-2002, the first day of school shall be a Superintendent's Conference Day for staff development.
3. A Superintendent's Conference day will be scheduled in March or April. This day may be contingent upon snow and/or emergency days up to the day scheduled.
4. The Friday prior to the Memorial Day holiday will be scheduled as a regular session for all schools (however, in the event that no snow days are used during the year, all schools will be closed on this day).
5. The District and the Association agree to allow each team of teachers in the middle schools to decide when two full days for parent-teacher conferences will occur during the school year. These parent-teacher conference days will occur no earlier than October 15<sup>th</sup> of each school year and no later than February 15<sup>th</sup> of each school year. Furthermore, these conference days must not be during an already-shortened school week. Each team of teachers will meet with their respective building principal no later than September 30<sup>th</sup> of each school year to plan and coordinate these dates. Prior to deciding on specific dates, the building administrator(s) and individual teaching teams will consider the impact on transportation, cafeteria and parental communications. The building administrator(s) and individual teaching teams must deal with these issues prior to finalizing these conference dates.
6. Effective 2001-2002, Grade 6, 7 and 8 final examinations will be scheduled over the last four (4) days of the Regents Examinations period in June in a block-time format similar to the format for Regents Examinations (exams scheduled for both the morning and the afternoon). This provision will only be applicable to 6<sup>th</sup> grade if final examinations are given in Mathematics, English, Social Studies, and Science, as is the current practice in the 7<sup>th</sup> and 8<sup>th</sup> grades.

7. The last day of school for elementary schools will be the day before the Regents Rating Day, and will be scheduled as a half-day session.

#### **ARTICLE VI (cont'd)**

8. Secondary students (Grades 9-12) and teachers will continue to follow the year end Regents Testing and Rating Day schedule.
9. In the event a fourth snow day is needed, the year end schedule will be adjusted so that the last day of school for elementary schools will be moved to the Regents Rating Day and secondary schools will hold regular classes on the day originally designated for local examinations; and the testing schedule will be adjusted accordingly.
10. With respect to snow days provided for in the school calendar which are not used for that purpose, the first unused snow day shall be an instructional day, the second and third unused snow days shall be holidays added to the spring recess or Memorial Day holiday and the fourth unused snow day shall be an instructional day.

#### **D. SCHEDULING:**

1. In scheduling assignments for elementary and teachers of grades 6 through 12, so far as feasible, a minimum of one planning period shall be provided each day, in addition to a duty-free lunch period. In all team teaching situations, so far as feasible, at least five (5) common planning periods per week will be scheduled for team members unless otherwise requested by the team. A team shall be required to notify the Building Principal, in writing, within ten (10) days after notification of their team assignments, by no later than the last day of school, should they desire to have fewer than five (5) common planning periods for the subsequent year.
2. Based on the current daily structure of classes for the teachers of grades 6 through 12, teachers will be scheduled for not more than an average of five (5) periods of regular classroom instructional time per day. Teachers of science and other laboratory-oriented courses may not have more than an average of twenty-eight (28) periods of classroom instructional time per week with the understanding that science teachers, grades 9-12, will not be assigned supervisory duties. The time not assigned will be used to benefit students.
3. For teachers of grades 6 through 12, so far as feasible, no more than three (3) regular classroom periods of instructional time shall be scheduled consecutively in any one day, per teacher. Lunch and/or study hall constitutes a legitimate break in the consecutiveness of this schedule. The following are exceptions to the previous statements in this paragraph:
  - a) Where the choice of teaching assignments by teachers or selection of courses by students prohibits meeting the conditions expressed above.
  - b) Where the above conditions prohibit a teacher from requesting specific consideration for other factors in his/her schedule that may take preference over the requirements of this provision provided that such a request does not adversely

affect another teacher. The District shall advise the President of the Association in writing of any request by a teacher for such special scheduling consideration.

#### **ARTICLE VI (cont'd)**

4. Teachers of grades 6 through 12 will not be required to make more than three (3) class preparations per day, so far as feasible.
  5. Beginning with the 2000-2001 school year, the middle school classroom teacher schedule will begin a transition to a modular schedule. The actual schedule will be determined annually during the transition, using the sample schedules as a guide, by the middle school lead principal/principals and the middle school STA elected leadership. Sample schedules are included in Appendix 7.
  6. For grades 6 through 12, in cases where a teacher must leave school due to sudden illness, etc., and when a substitute teacher or aide/monitor cannot be found, other teachers may volunteer to use one of their planning periods to cover one of the teacher's classes. The volunteer will receive 1/5 of his/her per diem payment for this service, with the understanding that the planning that was given up will be accomplished on the individual's own time, after school hours.
  7. Departmental meetings will be held immediately after the closing or before the beginning of the school day.
- E. The Board shall provide machine-scoring of Board approved standardized tests whenever such machine testing is available, except hand-scoring may be selected by any teacher group working with a special program.
- F. The Board and the Association agree that teachers have a responsibility to meet with parents to discuss student problems and progress. When a parent requests a conference with a teacher, the teacher will make every effort to arrange a mutually convenient time. Teachers shall remain as long as necessary after the end of the pupil day to perform professional duties such as assisting students and attending professional meetings.
1. The Department Administrators, Principals and a teacher selected by their peers in each department in grades 6-12 will develop procedures to ensure that academic assistance is provided to students at risk of not meeting State standards or who do not meet State standards. These procedures will ensure that the efforts of teachers to provide support and to be available throughout the day are reported to the District to enable it to meet State standards. Such academic assistance will not become a sixth period of instruction.
- G. The Board of Education will attempt to provide student support programs as prescribed by the regulations of the Commissioner of Education to the classroom teacher and students in each of the elementary buildings. Special assistance shall be provided to elementary students who have been evaluated or labeled by a child study team or Special Education Review Committee as being in need of special assistance or having a specific learning disability.

- H. At the elementary level, each librarian, remedial math teacher, and remedial reading teacher will be able to work up to five extra days, at their per diem rate, after the close of school in June to complete the inventorying of materials, completing program

**ARTICLE VI (cont'd)**

reports, etc. These staff members agree to provide a program of daily instruction to students through the last full day of school in June.

- I. The elementary day for on-campus schools currently begins for teachers at 7:55 a.m. and student dismissal begins at 2:15 p.m. Beginning with the 1994-95 school year, formal instruction will begin at 8:05 a.m. as compared to 8:15 am in these schools. The parties agree to jointly investigate the feasibility of developing schedules that will result in increased planning time for all elementary teachers. To accomplish this end, a committee of seven (7) people will be appointed by the STA president. The committee will include the Chairs of special areas. The parties agree to jointly investigate the feasibility of developing a transportation schedule which provides for consistent starting and dismissal times for all elementary schools. Further, the parties will explore the elementary special area schedule to determine the feasibility of offering an additional special, such as foreign language.
- J. The District and Association agree that the success of education reform is strongly dependent upon the quality of contact between teachers and students coupled with a stronger teacher-parent relationship. To foster such improvements in the educational program, the parties agree:
  - 1. To guarantee all Shenendehowa students 180 days of instruction including Regents days at the Junior and Senior High.
  - 2. The parent(s)/guardian(s) of every Shenendehowa student K-12 will receive at least one individualized communication regarding his/her child. Teachers will have available the equivalent of two "parent days" in order to meet the goals of individualized communication.

**K. PROFESSIONALISM COMMITTEE**

The STA has established a Professional Practices Panel. The purpose of this panel is to facilitate communications of parent (and high school student) concerns regarding teachers. The panel will listen to concerns, provide counsel and support, and determine what follow-up action, if any, is needed. The panel will not, however, have judicial, disciplinary or evaluative functions.

- L. Faculty concerns about the impact of inclusion on classroom instruction will be dealt with through the work of the Learning Environment Issues Committee.

**ARTICLE VII**

## NON-INSTRUCTIONAL CONDITIONS

The Board and the Association agree that a teacher's primary responsibility is to teach and maintain a proper atmosphere for learning and that his/her energies should be utilized to

### ARTICLE VII (cont'd)

these ends. The reduction of non-instructional duties is to provide a greater opportunity for improved teacher-pupil contact on instructional issues. Accordingly, they agree as follows:

- A. 1. Under normal circumstances teachers will not be required to supervise lavatories, but will be called upon to volunteer to supervise lavatories when, in the opinion of the building administrator, a situation occurs that requires additional assistance. All other supervisory duties will be assigned to teachers administratively if authorized aides are not available.
  2. For the duration of this contract, no new types of non-instructional duties beyond those in existence at the end of the 1977-78 school year shall be established. Current non-instructional duties are the following: Senior High School - (Morning Duty) Corridors, Lobby, and Homeroom; Middle Schools - Homeroom, Hall Duty (during times of homeroom and dismissal); and Elementary - Homeroom Duty. Emergency situations will be exempt from this provision.
  3. Teachers of grades 6 through 12 shall be relieved of cafeteria duty. In releasing teachers from cafeteria duty, they may be reassigned to another non-instructional duty to allow assignment of a teacher with the appropriate background to a resource period.
  4. The parties mutually agree that unit members should be provided, at no cost to them, picture identification badges that will be worn by the individual teacher while working for the school district.
- B. The administration will continually seek to fill authorized aide positions.
  - C. The school district will attempt to have all the school children loaded on buses within fifteen (15) minutes of dismissal. If dismissal time routinely exceeds fifteen (15) minutes, the school district will provide an aide to assist in the supervision of the children during dismissal.
  - D. Teachers will not be required to drive pupils to activities which occur away from school premises.
  - E. Teachers may be held responsible for the preparation of materials for classroom use. Where teachers are given such responsibility, the Board will endeavor to make available sufficient typist service so that such materials may be prepared expeditiously.
  - F. The School District shall provide routine health examinations for teachers being placed on tenure without charge. Also, if sufficient School District medical personnel is available, the

School District will provide immunization or similar shots without charge to the teachers for such services. However, the teachers shall pay for the serum. The School District shall require one tubercular test every two years.

- G. The School District shall make reasonable efforts to keep all roads, sidewalks and parking areas on the school grounds in a safe condition.

**ARTICLE VII (cont'd)**

- H. To the extent reimbursement for use of personal vehicle is provided for in existing school policy, such reimbursement shall be made according to rates announced by the Internal Revenue Service.

- I. In those instances where travel between on-campus and off-campus schools is required, the following standards shall apply:

1. Thirty (30) minutes of travel time shall be scheduled each way.
2. The teacher shall be reimbursed for mileage as in Paragraph "H" above with the approval of the responsible building principal.

- J. Effective July 1, 1994, the district discontinued its practice of providing tuition free instruction to children of nonresident members of the bargaining unit, provided, however, that staff members participating in said practice on July 1, 1994, may continue to do so until their children graduate from the High School or voluntarily withdraw.

**ARTICLE VIII**

**PROFESSIONAL GROWTH AND DEVELOPMENT**

Both the STA and the District recognize the importance of the knowledge, skills, and professional commitment of our teaching staff to the success of our students. Further, the parties understand the importance of ongoing professional growth and development. The parties acknowledge that it requires a joint commitment for members of our teaching staff to maintain the highest professional standards. The primary responsibility for professional growth and development is that of the individual staff member. The District, however, has an obligation to make professional growth and development opportunities available.

Together, the parties clearly recognize that it is important to minimize the time that teachers are away from their students and classrooms and the necessity of providing for and participating in professional development activities at times when classroom contact time is least affected.

- A. Councils on Professionalism: A Council on Professionalism will be established at both the district and school levels to provide leadership and support for addressing issues related to professionalism and professional growth and development. These councils will be charged with reviewing and approving the use and scheduling of professional days,

professional leaves (both short term and sabbaticals) and all requests for tuition reimbursement.

1. District Council on Professionalism: The District Council on Professionalism will consist of four members appointed by the President of the STA and four members appointed by the Superintendent. The District Council will review and consider all requests for professional leaves (both short-term and sabbaticals) and all requests for tuition reimbursement (only available to teachers already holding permanent certification in their area of employment.) Short-term professional leaves are

**ARTICLE VIII (cont'd)**

recognized as being longer than professional days but shorter than conventional sabbaticals of full year at half pay or half year at full pay. They may be in dimensions of week(s)-long workshops up to quarter-long leaves. Except for those approved prior to this agreement, only sabbatical leaves approved by this council will be recommended to the Board of Education.

The District will allocate \$10,000 each year to support the cost of these professional growth and development activities, including the cost of the replacement teacher for a unit member on leave. Unused funds will be carried forward to the next year.

2. The District and the STA agree that teachers assigned to school buildings comprised of grades K-5 will have the opportunity to access the District's Professional Council monies for the purpose of attending a conference and/or developing units of instruction based upon the District's Essential Content and Competencies. These units will be shared with the faculty on a district-wide basis. To accomplish this, a subcommittee of the District Professional Council will be formed to include: three (3) elementary teachers, one (1) elementary school principal and one (1) district office administrator. This subcommittee will review applications from elementary teachers for one to three day conference opportunities and/or the development of units of instruction. The days requested by unit members, and approved by the subcommittee, do not have to be consecutive, but rather cumulative within the school year. Projects may include funding of no more than \$150 for required supplies and materials. The subcommittee will report back to the District Professional Council on a monthly basis regarding the requests made. This opportunity will be run as a pilot for elementary teachers exclusively. The pilot will run for the term of this contract and be funded at twenty-five thousand dollars (\$25,000) in 2000-2001. At the close of 2000-2001, the District will determine how much money remains in the District Professional Council general fund and advise STA. The elementary school pilot shall be funded for twenty-five percent (25%) of the District Professional Council general fund, but in no event shall receive more than twenty-five thousand dollars (\$25,000) for 2001-2002. Such process and formula will be used at the close of the 2001-2002 school year to determine the amount of elementary funding for 2002-2003. This annual amount of monies will be reserved/allocated for elementary teachers at each building through an annually updated formula of elementary teachers per building in relation to the total amount of such teachers and the total amount of monies available. This annual allocation access per building will be determined by October 1<sup>st</sup> of each school year by the Office of the Assistant Superintendent for Human Resources. Once determined, the individual

building allocations will be communicated to each elementary school building and the subcommittee for their use during the school year.

No later than January 15, 2003, the aforementioned subcommittee will review this pilot project and recommendation of its future status will be forwarded to the Superintendent of Schools. The parties would have to mutually agree to its continuation prior to May 15, 2003 for it to continue past June 30, 2003. If there is no mutual agreement to continue this project, any remaining funds will be reallocated to the Professional Development Council general fund.

#### **ARTICLE VIII (cont'd)**

3. School Council on Professionalism: Each school will establish a Council on Professionalism to consist of three members elected by the professional staff, plus the principal or a designee. Teachers may be absent without reduction of pay or loss of sick leave or personal leave, but without additional compensation, for activities associated with their required teaching assignment or their professional development. Such activities can include visiting other schools, attending conferences, attending professional development courses/workshops, and/or instructional planning. Each teacher will have three professional days set aside for this use. All requests for the use and scheduling of such days will be initiated by the teacher and approved by the School Council on Professionalism. Leaves which require more than the three available days can be submitted to the District Council on Professionalism for review and consideration.

The parties recognize that individual staff members will engage in professional growth and development activities beyond the school day and the school year and that the district will make opportunities available during these times. However, workshops and orientation where teacher attendance is required by the District will not be scheduled on Saturdays, Sundays or during scheduled holidays or recesses.

### **ARTICLE IX**

#### **TEACHER EVALUATION**

Both the STA and the District agree to hire and retain as tenured teachers only those individuals who meet or exceed the highest professional expectations and standards. Further, we agree that the responsibility for demonstrating that they meet these professional expectations and standards rests with the individual. The jointly developed Professional Performance Review Committee ("P.P.R.C.") continues to explore ways of providing assistance and support to individuals during their probationary period. The parties agree to review and clarify, as needed, the role of P.P.R.C. to insure success in retaining only those individuals who meet or exceed the highest professional expectations and standards. This review will be conducted by four individuals appointed jointly by the President of the Association and the Superintendent and is to be completed by December 1, 1997.

- A. Observations of probationary teachers should be for help and evaluation. The School District will provide at least three (3) observations during the year for each new teacher,

and a minimum of two (2) observations each subsequent year prior to the granting of tenure. The School District shall continue to provide supportive efforts in the form of guidance (particularly in the cases of unsatisfactory ratings) during the probationary period.

- B. A probationary teacher who is to be terminated shall be afforded the rights provided him/her by Section 3031 of the Education Law. A letter notifying him/her of such termination shall advise him/her specifically of his/her rights pursuant to Section 3031 of the Education Law. In addition, a copy of such letter shall be sent to the President of the Association.

#### **ARTICLE IX (cont'd)**

Commencing with the third year of employment, no teacher shall be dismissed except for just cause. Just cause shall be interpreted as the inability of the teacher to perform his/her duties because of incompetence, insubordination, immorality or lack of certification. In such cases, this must be borne out by written documentation contained in the teacher's personnel file maintained by the Superintendent.

- D. 1. The Superintendent will endeavor to notify probationary teachers of termination of employment not later than April 1. The Superintendent will endeavor to notify teachers eligible for tenure of his/her recommendation with respect thereto not later than ninety (90) days prior to the end of the probationary period, exclusive of July and August.  
  
2. Teachers who decide to terminate their services shall file written notice thereof with the School District at least thirty (30) days prior to the date of such termination of service pursuant to Section 3019-A of the Education Law.
- E. Written evaluation of tenured teachers shall occur at least once in every two years.
- F. All teachers will be given a copy of any class visit or evaluation report prepared by their superiors at least one day before the conference to discuss it. This one day provision may be waived if the teacher is willing to do so. All written supervisory reports shall be kept in the teacher's personnel file maintained by the Superintendent. No such report shall be submitted to the Superintendent, placed in a teacher's personnel file or otherwise acted upon without a prior conference with the teacher.
- G. Teachers will have the right, upon request, to review the contents of their personnel file in the presence of an administrator. A teacher will be entitled to have a representative of the Association accompany him/her during such review. Letters of recommendation shall be deemed to be privileged and shall not be available for inspection by teachers.
- H. No derogatory material will be placed in a teacher's personnel file unless he/she has the opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit rebuttal to all copies in whatever form the teacher chooses and have all written answers attached to all file copies.

## **ARTICLE IX (cont'd)**

### **I. Department Administrators**

Both the Association and District acknowledge and endorse the past efforts of department administrators and the district in preparing the Expectations and Responsibilities for Department Administrators document. Furthermore, the parties recognize and acknowledge that the provisions of the collective bargaining agreement related to evaluation (including Professional Performance Review Committee) were written for classroom teachers and not for administrative assignments or positions. Therefore, the parties agree to support the current committee which is working to review and revise evaluation forms and procedures to be used with department administrators and to clarify the role of PPRC. The parties agree to ensure that this important work will be completed by October 15, 1997 including the review and approval by the parties so that the resultant evaluation forms and procedures are available for use, and that the role of PPRC is clarified.

- J. In the mutual relations between the teachers and the supervisory staff, professional courtesy shall be displayed and practices that might be termed objectionable will be avoided--such as oral discipline in front of teachers or students or reprimand in front of teachers or students. Matters of this nature will be discussed in private between teacher and supervisor.

## **ARTICLE X**

### **TEACHER EMPLOYMENT**

Teachers shall be given the opportunity to serve on committees created to fill all positions, including transfers, represented by the STA. Such teachers shall be nominated by their peers at the impacted grade, department or building level according to procedures agreed upon by the building principal and the STA building chairperson.

- A. In determining the step placement for teachers, the following formula will be applied:
1. Full transfer credit will be extended for the first three years of prior public school teaching experience.
  2. Up to two (2) years transfer credit may be extended for Peace Corps or Vista experience in addition to teaching experience. In the event that the Peace Corps or Vista experience was in fact teaching, it shall be treated as teaching experience under 1.
  3. Up to two (2) years transfer credit may be extended for military service entered into after the teacher has obtained his/her first baccalaureate degree. In the event that the

military experience was in fact teaching, it shall be treated as teaching experience under 1.

## **ARTICLE X (cont'd)**

- B. Part-time and letter contract employees hired after September 1, 1997 will be paid at and stay on the first step rate, with the exception of career part-timers (i.e., a unit member who is continued by the District in the same part-time assignment for more than two years).
- C. Previously accumulated sick leave shall be restored to all re-employed teachers who have previously received tenure in the Shenendehowa School District.
- D. In all cases cited above (A, B), the Board of Education may extend additional credit at their discretion which may include other than public school teaching experience.
- E. When possible, normal attrition will be used to accomplish any necessary reduction. When normal attrition cannot be used, any tenured teachers whose positions are abolished shall be assigned to vacancies in their area of certification on the basis of seniority in the system. If a tenured teacher cannot be placed in a vacant position, he/she shall be placed on a preferred recall list for the maximum period required by law after the layoff, and an effort must be made to fill vacancies according to seniority before new teachers may be employed.
- F. Part-time teachers shall receive prorated service credit based upon the percentage of time worked when developing a seniority list. However, any part-time or temporary teacher, working less than 3/5 time in a given school year, will be considered for future employment in that position or in other openings in the subsequent year along with other qualified candidates. This procedure will apply for four (4) semesters following the individual's initial appointment as a part-time teacher. Should such individual be re-employed he/she will accrue seniority credit earned from the prior year's service. Teachers currently on excess list and tenured teachers who voluntarily elect to reduce their teaching services will be exempt from this category.
- G. All new employees hired on or after 9/1/86 on a temporary letter contract (part-time or full-time basis) will be considered for future employment in that position or other openings in the subsequent year along with other qualified candidates. This employment (temporary letter contract) does not carry with it any guarantee or intent on the part of the Shenendehowa Central School District to continue employment beyond the terminating date noted on the individual's temporary contract. The School District will follow its past practice with respect to the continued employment of temporary letter contract personnel employed by the District prior to 9/1/86. The intent of this agreement is to provide the District with increased flexibility to employ teachers best suited to contribute to the Shenendehowa instructional program. Tenured teachers who voluntarily elect to reduce their teaching services will be exempt from this category. Furthermore, letter contract employees may forward a letter of interest at the end of their employment period with the school district indicating their wish to continue in the employment of the school district to

the immediate building administrator and the Office of Human Resources. The Office of Human Resources will insert this document into their personnel/application folder.

## **ARTICLE XI**

### **TEACHER QUALIFICATIONS AND ASSIGNMENTS**

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. If such an assignment should be made, the Association shall be notified thereof.
- B. The School District shall endeavor to notify all teachers of their tentative teaching assignments for the forthcoming year no later than the 15th day of June. In the event that changes in such assignment (grade levels, tracks, buildings) are proposed, each teacher affected shall be notified promptly in writing, and upon the request of such teacher, the change shall be reviewed by the teacher and the Board or its representative. If the teacher shall request, the Association shall participate in such conference.
- C. In the event that a change in teaching assignments is proposed at any time, such change, prior to being finalized, shall be discussed with the teacher.
- D. Teacher assignments will be made based upon qualifications, interests and experience within the Fair Employment Practices Law.

## **ARTICLE XII**

### **POSTING, VACANCIES AND TRANSFERS**

- A. A teacher who is transferred shall be informed in writing of any effect of the transfer on his/her tenure status at the time of the notice of transfer.
- B. TRANSFERS
  - 1. The protocols/guidelines developed by individual school buildings will be limited to intrabuilding reassignment.
  - 2. Involuntary and voluntary transfers refer to interbuilding/departments not intrabuilding/departments. Decisions regarding teachers who work in more than one school will be made by the Assistant Superintendent for Human Resources, and the appropriate Department Administrator, in consultation with principals involved. Intrabuilding guidelines will not be used to make the decision on interbuilding transfers. Guidelines

for intrabuilding movements will be established between the teachers and principal in each school using any or all criteria reflected in the voluntary transfer language.

## **ARTICLE XII (cont'd)**

### **C. INVOLUNTARY TRANSFERS:**

1. It is understood that in most circumstances an involuntary transfer from a building will be done on the basis of the District-wide seniority within the teacher's tenure area. If the building principal believes this is not in the best interest of the instructional program, he/she will have the ability to request a review of this situation by a six member panel, three appointed by the President of STA and three appointed by the Superintendent of the District. Through these deliberations a decision will be made and forwarded to the Superintendent of Schools for its implementation.
2. Teachers serving a probationary appointment will not be involuntarily transferred for the first two years of their probationary appointment. At the end of the second year of the probationary appointment, if the individual is scheduled for an involuntary transfer, and if the principal believes this is not in the best interest of the individual teacher, he/she will have the ability to request a review as in C.1. above. The Superintendent of Schools, or his/her designee, may consider exceptions to this exclusionary statement.
3. Notwithstanding paragraphs C1 and 2 above, no involuntary transfer will be made of a tenured teacher with 7 or more years of district-wide seniority within the tenure area, unless there are no other teachers, probationary or otherwise in the school who are more junior. If an involuntary transfer is required, in such circumstances, a probationary teacher with less than two years of service may be involuntarily transferred.

### **D. VOLUNTARY TRANSFERS:**

1. Any unit member interested in a voluntary transfer for the forthcoming school year will submit a letter indicating the special interest (i.e., building/grade level/department, etc.) no later than February 15<sup>th</sup> of the current school year. An employee with a pending involuntary transfer may request a voluntary transfer at any time, regardless of the February 15 deadline.
2. Such voluntary transfer letters will be sent to the Assistant Superintendent for Human Resources and held in confidence until April 1 of the current school year. At that time, the Assistant Superintendent for Human Resources will determine whether there are possible matches between future vacancies and individuals requesting voluntary transfers for the forthcoming school year. In the event that there is a possible match, the individual will be informed. At that time, the individual will either withdraw his/her interest in a voluntary transfer request for the forthcoming school year, or inform his/her current building administrator of this interest and possible match.
4. Upon informing the teacher's building administrator, arrangements will be made for an interview/discussion with the building which has the anticipated opening.

## **ARTICLE XII (cont'd)**

Subsequently, the Teacher/Administrator/Staffing committee will make a decision concerning this voluntary transfer request, based on:

- a. The maintenance of a balanced staff in each school;
  - b. The wishes of the individual teacher;
  - c. The compatibility of the teachers involved;
  - d. Achievement of the instructional expectations of the district and school;
  - e. The recommendation of the principal of the building to which transfer is being requested, as well as the recommendation of the building principal where the teacher had previously been assigned;
  - f. Length of teaching experience in the school system;
  - g. Reason for transfer;
  - h. Certification status.
4. This letter of interest for voluntary transfer consideration will be on file only for the current school year. This consideration concludes on February 28 of each current year for the forthcoming school year.
- E. **POSTING:** Vacant teaching positions for the following school year which occur on or after January 1 of the current school year and are not filled by reassignment within a school shall be posted in all schools and shall not be filled permanently until fourteen (14) days after posting. Teaching vacancies that occur after school closes in June shall be on file in the Personnel Office. The president of the Shenendehowa Teachers Association and the STA building chairpersons shall be notified of these vacancies as they occur.
- F. The district agrees to announce vacancies on the staff of the Community Education Department. The District also agrees to announce teaching vacancies in the summer school program.
1. The District will give preference to applications from members of the instructional staff of the regular day school program. If no qualified applicants come forward, the District may seek to fill the opening with outside personnel.
  2. It is mandatory that regular day school personnel notify the office of continuing education or the summer school office, in writing, of their interest in such a vacancy within fourteen days after the date of the posted notice.
- G. The provisions of Article XII, B and C, shall not be subject to the binding arbitration stage of the grievance procedure.

## ARTICLE XIII

### LEAVES OF ABSENCE

- A. LEAVE FOR PERSONAL ILLNESS: Teachers, during their first three (3) years of employment, shall have twelve (12) days of paid sick leave available per year. Teachers, beginning in the fourth (4th) year of employment and thereafter, shall have ten (10) days of paid sick leave available per year.
1. Disability during pregnancy will be treated as any other temporary disability, pursuant to the contract. After birth or other termination of the pregnancy and prior to returning to work, the School District may require a medical certificate indicating the teacher's physical capacity of performing all of the duties of her position.
- B. SICK LEAVE BANK AND LONG TERM DISABILITY PROGRAM:
1. The purpose of the sick leave bank is to safeguard the earning power of unit members who have exhausted their own sick leave, but have not yet satisfied the eligibility period for long term disability.
  2. Eligibility to draw from the sick leave bank shall be limited to unit members who meet the following criteria:
    - a) Any unit member who has contributed to the sick leave bank.
    - b) Any unit member who has exhausted his/her own sick leave and suffers a prolonged, catastrophic or long-term personal illness or injury.
  3. Any unit member may contribute up to two (2) days sick leave per year to the Bank upon notification to the District and the committee provided that the Bank does not exceed a total of 1200 days. However, teachers who have not previously made contributions to the Bank may contribute up to two (2) days even though the total days exceed 1200 in order to allow them to participate in the Bank.
  4. Any unit member who is eligible may apply to the Sick Leave Bank Committee for additional sick days. Such an application shall be accompanied by a physician's report certifying the illness or injury. The requirement of submitting an application with a physician's report shall be waived where the unit member is unable to comply because of physical or mental incapacity.
  5. The Sick Leave Bank committee shall be comprised of four (4) members appointed by the President of the Association and one (1) member appointed by the Superintendent of Schools. The committee may grant up to (30) sick leave days per application provided, however, that no sick leave days may be granted for a

## ARTICLE XIII (cont'd)

period prior to approval of an application. The Sick Leave Bank Committee will continue to follow its pre-existing procedures in processing requests for such leave.

6. No unit member may be granted additional sick leave from the sick leave bank if the unit member has not exhausted his/her individual sick leave. No unit member may receive more than 180 days sick leave from the sick leave bank. No unit member eligible to receive long term disability insurance benefits pursuant to this agreement may receive sick leave from the sick leave bank.
  7. Forms to be used for implementation of the Bank will be developed by the Committee and the District and supplied by the District.
  8. The District will provide long-term disability insurance providing for the payment of 66 2/3% of salary to those teachers eligible for such payments.
- C. PERSONAL LEAVE: Five and one-half (5 ½) personal days for personal use shall be extended to each teacher for purposes such as:
1. Serious illness in immediate family - When such personal leave days are exhausted, teachers may request permission from the Assistant Superintendent for Human Resources to draw upon their accumulated sick leave.
  2. Birth of a child
  3. Religious days
  4. Other personal business which cannot be contracted outside of regular school hours. Personal business days shall not be taken the day before or after a holiday, vacation, or recess. In addition, personal business days shall not be taken immediately preceding the effective day of a leave of absence, resignation, termination or retirement. No payment shall be made for any personal day or days taken in violation of any of the foregoing restrictions.

### D. LEAVE ACCUMULATION:

1. All sick days not used may be accumulated for sick leave up to a maximum of 240 days. If possible, with the first paycheck in each year, teachers will be given a statement as to their accumulated unused sick leave.
2. Payment of Unused Sick Leave at Retirement:
  - a) The teacher may give written notice to the Superintendent of Schools at least four (4) months prior to the completion of the fiscal year in which such teacher intends to retire. In such case, if such teacher has accumulated unused sick leave prior to the first day of the fiscal year in which he/she retires, such teacher shall be paid additional compensation during his/her year of retirement. Should a teacher elect to notify the district in the year preceding his/her year of retirement, the teacher's contract salary will include payment for accumulated

## ARTICLE XIII (cont'd)

sick leave up to a maximum of 30 days. Such additional allowance shall be paid at the current day rate of compensation of such teacher in the year of retirement. During the last year of service, such employee shall have available for use as sick leave, the sick leave days which accrue during the year of his/her retirement and his/her accumulated sick leave days less the thirty (30) days thereof for which payment is made.

- b) If during a year of retirement, an employee shall not complete such year of retirement due to death, then the balance of the additional compensation due for accumulated unused sick leave, which would have been paid to him/her during such year of retirement, shall be paid to his/her legal representative or the beneficiary designated by him/her for such purposes. If an employee dies other than during his/her year of retirement and there are accumulated unused days of sick leave, then there shall be paid to his/her legal representative or the beneficiary designated by him/her for such purposes the amount of such accumulated days of sick leave not to exceed thirty (30).
- E. **BEREAVEMENT LEAVE:** All teachers shall have available to them four (4) days of paid leave for use in the event of the death of a member of the immediate family or a close relative. For purposes of Bereavement Leave, immediate family means: spouse, child, parent, brother, sister, grandparent, mother-in-law, father-in-law, son-in-law and daughter-in-law. Such leave shall be available for each such death that occurs and will not accumulate.
- F. **CHILD-REARING LEAVE:**
- 1. A teacher desiring a child-rearing leave shall make a written request for such leave at least ninety (90) days prior to the commencement thereof. Such request shall include the date of the commencement and the expected date of the expiration of the leave. Such expiration date must coincide with respect to the formulation of his/her assignment and given the benefits of Article XII, Section B (Involuntary Transfer Language).
  - 2. The length of a child-rearing leave shall be for a period not to exceed four (4) regular academic semesters beyond the semester during which the leave became effective.
  - 3. If a teacher desires to change the termination date of a child-rearing leave, he/she will notify the Superintendent of Schools at least ninety (90) days prior to the termination of his/her leave unless unusual circumstances make the same impossible. At the discretion of the Superintendent of Schools and upon mutual agreement, the teacher may return to work at a time other than the beginning of a semester.

## ARTICLE XIII (cont'd)

4. The School District shall permit teachers granted an unpaid child-rearing leave to use sick leave benefits for the period of actual physical disability attributable to pregnancy during the unpaid leave. The School District shall require a certificate from the attending physician after examination, if required, to determine the commencement and termination of the period of actual physical disability attributable to pregnancy.
5. Child-rearing leave is not to be construed as sick leave and no remuneration will accompany the granting of said leave. However, for teachers returning to the school system at the expiration of a child-rearing leave, sick leave accumulated prior to such leave will be credited to the teacher upon such return.
6. Advancement on any salary schedule shall not be based on time accrued during child-rearing leave.
7. All teachers on child-rearing leave shall be privileged to continue under the Health Insurance Plan. Teachers who elect to continue will pay 100% of the Health Insurance Premium while on leave, provided however, that should the Family and Medical Leave Act (as may be amended from time to time) or other statute require greater benefit, all eligible teachers shall receive that benefit.

(Note: As of July 1, 1995, the Family and Medical Leave Act provides for health insurance coverage, at the current employer's contribution toward premium, for a twelve week period, in any calendar year).

8. For the non-tenured teacher, child-rearing leave shall be an interruption of the probationary period and not in lieu of the requirements for serving a probationary period.
- G. CHILD CARE STUDY: The parties agree to jointly undertake a study to determine the feasibility of establishing a child care center on or near our school campus. The purpose of such a center would be to make child care services available to Shenendehowa staff on a fee-for-services basis. The committee shall be charged with the investigation of the necessary licensing, legal regulations, space accommodations, hours of operation and facility requirements, etc. The committee shall submit their final report to the Superintendent and the President of the STA for their determination.

## **ARTICLE XIII (cont'd)**

- H. **SABBATICAL LEAVE:** A sabbatical leave is an investment in the education of professional personnel, which can only result in a more highly qualified staff. Consequently, such an investment will directly improve the quality of education in this District.
1. A sabbatical leave may be granted for purposes of either study or study and related travel. Full-time teachers who have been employed for seven consecutive years shall be eligible for a sabbatical leave. Such teacher must be permanently certified.
  2. Any sabbatical leave request(s) will be forwarded to the District Council on Professionalism for their consideration as specified in Article VIII of this agreement.
  3. Sabbatical leave shall be granted for one-half year at full pay and for one full year at one-half annual salary.
  4. Upon completion of the sabbatical leave, the teacher must serve in the District for at least two (2) school years. Regular annual salary increments shall be given for the time on leave as for regular service in the District.
  5. A teacher who is awarded a sabbatical leave will be reassigned to the same or similar teaching position in the building in which he/she was employed before the leave began. (For example, in grade K-6 this is defined to mean primary or intermediate.) Final assignments will be made in the same manner as others are assigned within the grade level configuration or department level. If, due to shifting enrollment or declining student interest, reassignment to the same or similar position is not possible, teaching assignments will be made administratively in the best interests of the instructional program. The returning teacher will be consulted with respect to the formulation of his/her assignment by the building principal.
  6. Teachers returning from sabbatical leave with new certification and/or competency will be considered for employment in such area should an opening occur. It is the responsibility of the teacher to complete the application process for the open position.
- I. **PROFESSIONAL LEAVE:** Any teacher elected to an office in a professional academic organization shall have available two (2) days of additional paid leave annually for fulfilling the duties and responsibilities of any one such office. A request for such leave may be initiated by the teacher and approved or disapproved by the building principal and superintendent.
- J. **ASSOCIATION LEAVE:** Association officials, delegates and alternate delegates or their designated representative may be absent without deduction of pay or loss of sick leave for attending professional conferences for NYSUT or AFT. However, the total number of such days available to all Association officials and their designees shall be limited to sixty-five (65) days in any school year. In those cases whereby the association is required to reimburse the District for release time of STA officials the amount due will be calculated on the basis of replacement costs.
- K. **JURY SERVICE :** Paid leave shall be granted for jury service and time spent as a result of the service of a subpoena.

## **ARTICLE XIII (cont'd)**

- L. UNPAID LEAVES OF ABSENCE: Unpaid leaves of absence to pursue an approved course of study in the teacher's area of responsibility is available for up to two (2) years, provided the proposed program of improvement is approved by the Superintendent of Schools.
- M. EXTENDED LEAVES OF ABSENCE: Additional leaves of absences and leave time of any category may be granted upon recommendation of the Superintendent and approval of the Board of Education.

## **ARTICLE XIV**

### **INSURANCE AND ANNUITIES**

#### **A. HEALTH INSURANCE**

1. The school district will pay 95% of the cost of the insurance premium for all full-time teachers ( individual and family ) who participate in any health insurance program.
2. The school district will pay 95% of the cost of a separate drug plan for full-time teachers.
3. A teacher may choose to enroll in a health maintenance organization offered by the district and have the dollar amount equal to that of Article XIV A.1. paid to the provider.
4. The co-pay amounts for all health insurance programs offered by the district, except the Blue Cross program, shall be \$10 (ten dollars). The major medical deductibles for the Blue Cross Health Insurance Program shall be \$150/\$300. The lifetime maximum coverage under the Blue Cross program shall be an unlimited amount.
5. Employee contributions for the cost of premiums for dental insurance offered by the district shall be 40% (forty percent) of said premiums.
6. A mental health rider will be added to Capital District Physician's Health Plan (CDPHP).
7. Any changes in the co-pay or deductible amounts shall not adversely affect any other benefit under the health insurance program. The district shall ensure that health insurance benefits shall be maintained at levels in existence during the 1992-93 school year, except as expressly modified herein.

**ARTICLE XIV (cont'd)**

- 8. Co-pay amounts for prescription drug plans shall be \$3.00 (three dollars) for generic drugs and \$5.00 (five dollars) for named brands and arrangements will be made to enable employees to order prescription drugs by mail to provide additional savings.
- 9. Part-time teachers who elect to receive health insurance benefits shall contribute toward the payment of health insurance premiums. The district shall pay a percentage of the health insurance premium benefit received by full time employees as follows:

Other Health F.T.E.	Blue Cross	Insurance Options
.00 to .24	25%	35%
.25 to .49	50%	60%
.50 to .74	75%	85%
.75 to .99	100%	100%

- 10. Members of the bargaining unit who retire during the period of this agreement and who select the Mohawk Valley Physician's Health Care medical insurance program for two-person or family coverage shall receive such medical insurance coverage with the district contributing 50% of the two-person premium rate toward the payment of such medical insurance coverage.
- 11. The parties shall continue discussions concerning modifications of sick leave bank provisions, including incentives for attendance.
- 12. The parties support efforts to encourage members of the bargaining unit to select less expensive medical insurance options, and to provide incentives for employees to do so.
- 13. The District shall establish and offer to all unit members a voluntary premium conversion plan meeting the requirements of applicable sections of the Internal Revenue Code and related regulations in order that contributions made by unit members toward medical insurance (including health, prescription drug, and dental) premiums may be made through such a plan. Participation in such a plan shall be voluntary, and the choice of each individual. For those individuals choosing to participate in the voluntary premium conversion plan, the increase in employee contributions will be deducted from pretax earnings; and, therefore, their net pay will not be decreased. In the event that Federal law is changed to no longer allow a premium conversion plan, the provision of this agreement related to this program shall cease to have any force or effect, and the District will provide 95% of the cost of health and drug insurance coverage and 60% of dental coverage.

## ARTICLE XIV (cont'd)

14. The parties will create a flexible benefits plan, subject to Federal Law, which will provide teachers with additional tax savings options. Such benefits will include, but not be limited to, day care costs.
  15. A teacher may choose to participate in any health plan that the District and the STA agree to participate in.
  16. The parties recognize that there is a potential of cost savings with unit members who have double or overlapping medical coverage with their spouse. The parties will explore ways of developing incentives for capturing and sharing such savings. Such incentives would be limited to current unit members and the coverage they have in place as of the date this agreement is executed. Further such incentives will be limited to insure that short term savings do not turn into long term costs. This review will be completed by December 1, 1997.
- B. ANNUITIES: The school district shall, when requested by a teacher, reduce said teacher's salary to purchase a tax-sheltered annuity qualifying under Section 403(B) of the Internal Revenue Code of 1954 and transmit these monies to the various designated companies. Teachers who elect to purchase annuities shall notify the school district by November 1 of the school year. Each teacher shall be limited to designating one fund to which payments shall be made.
- C. DEDUCTIONS: The school district shall deduct, when requested by a teacher, payment of premiums for income protection insurance, payments to purchase United States Savings Bonds and payment to Credit Unions through membership in professional associations. Notification of deduction for income protection insurance, payments for the purchase of United States Savings Bonds and payments to the Credit Union shall be given to the business office thirty (30) days in advance of such deductions. The school district shall be notified, in writing, at least thirty (30) days before the discontinuation of any such deductions.
- D. LIFE INSURANCE: The school district shall pay the premiums to provide each teacher with term life insurance, coverage being equal to one-half the teacher's salary.
- E. SAVE HARMLESS CLAUSE
1. Pursuant to Section 3023 of the Education Law, the school district agrees to save harmless and protect all teachers, practice or cadet teachers, from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school building, provided such teacher, practice or cadet teacher complies with such provisions of the Education Law. (See Appendix for full text of law.)
  2. Pursuant to Section 3028 of the Education Law, the school district shall provide an attorney and pay such attorney fees and expenses necessarily incurred in the defense

of a teacher in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of

#### **ARTICLE XIV (cont'd)**

his/her duties within the scope of his/her employment, provided such teacher complies with such provisions of the Education Law. (See Appendix for full text of the law.)

- F. HEALTH INSURANCE FOR RETIREES: Effective 7/1/88, the school district will pay 75% of the cost of an individual health insurance and prescription drug plan for the individual who retires on or after 7/1/88. The retiree may elect to apply the district contribution to the cost of couple or family coverage. Should the retired employee predecease his/her spouse, the survivor would be entitled to the same percentage of coverage enjoyed by the employee at time of death, unless the surviving spouse is already covered under other employment at equal or better coverage. The surviving spouse is entitled to single coverage only.

### **ARTICLE XV**

#### **DUES DEDUCTION**

- A. The School District agrees to deduct from the salaries of teachers dues for the Shenendehowa Teachers Association and other Associations with which the STA is affiliated (currently NYSUT and AFT) as said teachers individually and voluntarily authorize the School District. The District will transmit the monies promptly to the Controller of the Shenendehowa Teachers Association. The teacher's authorization will be in writing and filed with the School District two (2) weeks prior to the first paycheck in October.
- B. The Controller of the Association will certify to the School Business Administrator in writing, the current rate of its membership dues by Friday of the first week of school in September.
- C. Deductions referred to in Paragraph A will be made in eighteen (18) consecutive payments.
- D. Any teacher desiring to have the School District discontinue deductions he/she has previously authorized must notify the School District and the Association concerned, in writing. The School District will discontinue a teacher's deductions, if so requested, upon fifteen (15) days notice.
- E. The School District agrees to deduct from the salaries of teachers who so authorize them, money to pay back loans made from the New York State Retirement System in accordance with the rules and regulations specified by the System.
- F. Effective January 1, 1979, the Shenendehowa Central School District shall deduct from the salary of employees in the bargaining unit who are not members of the Shenendehowa Teachers Association the amount equivalent to the dues levied by the Association and

shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The

**ARTICLE XV (cont'd)**

Shenendehowa Teachers Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

**ARTICLE XVI**

**ADDITIONAL COMPENSATION PROVISIONS**

The School Board and the Association agree that extracurricular activities are a vital and integral part of the overall school program. The Board recognizes that teachers should not be asked to supervise these activities without adequate compensation.

**SECTION 1 - ADVISORSHIP OF CERTAIN EXTRACURRICULAR ACTIVITIES**

- A. The payment for an extracurricular unit(s) will be increased to \$600 beginning with the 1998-99 school year. In addition, the extracurricular units assigned to the elementary schools has been adjusted to reflect the intramural units referenced in Section 2 of Article XVI. These changes are reflected in the following language:

**B. Extracurricular Activity Units and Compensation**

<b>Level</b>						
<b>Schools</b>	1997-98	1998-99	1999-2000	2000-01	2001-02	2002-03
<u>Elementary</u>	75 units	75 units	75 units	75 units	75 units	75 units
Arongen	12 units	12 units	12 units	12 units	12 units	12 units
Karigon	10 units	10 units	10 units	10 units	10 units	10 units
Orenda	10 units	10 units	10 units	10 units	10 units	10 units
Skano	10 units	10 units	10 units	10 units	10 units	10 units
Tesago	10 units	10 units	10 units	10 units	10 units	10 units
Chango	10 units	10 units	10 units	10 units	10 units	10 units
Okte	10 units	10 units	10 units	10 units	10 units	10 units
District pool	3 units	3 units	3 units	3 units	3 units	3 units
Acadia	34 units	34 units	34 units			
<u>Middle Schools</u>				105 units	105 units	105 units
<u>Jr. High</u>	103 units	103 units	103 units			
Gowana	52 units	52 units	52 units			
Koda	51 units	51 units	51 units			
High School	105 units	105 units	105 units	137 units	137 units	137 units
Total	317 units	317 units	317 units	317 units	317 units	317 units
Rate of pay per unit	\$575	\$600	\$600	\$600	\$600	\$600

**Special Note:** The units available at the elementary level have been adjusted to include those needed for intramurals referenced in Section 2 of Article XVI.

C. The assignment of extracurricular units will be made by the school's planning team (determined by the STA building chairperson and the building principal).

## **ARTICLE XVI (cont'd)**

**SECTION 2. INTRAMURALS.** All physical education staff will supervise an intramural season during the school year as part of their responsibility to the physical education program. Supervision of intramural seasons will be compensated at a similar rate for extracurricular units noted in Article XVI, Section I, paragraph A. This rate is payable per season. A season of intramurals is defined as:

Fall - September through November  
Winter - December through February  
Spring - March through May

The District and the STA will jointly review and clarify our practices regarding grades 6-12 intramurals. Clarification is needed concerning the current contractual provision dealing with intramurals and the allocation of extracurricular units.

**SECTION 3. INTERSCHOLASTIC ATHLETICS.** Interscholastic Team coaching positions shall be compensated pursuant to the following salary schedule. Step advancement on the salary schedule shall be based on prior years of service in any sport in the Shenendehowa School District. Physical education staff members may be assigned a maximum of two (2) interscholastic coaching team assignments in a school year.

**SECTION 4. CHAPERONING SPORTS AND MUSIC ACTIVITIES.** When student spectator buses are provided for away varsity basketball and away varsity football games, the chaperone(s) will be compensated at a rate of \$15 per hour with a maximum of \$60 per assignment. The compensation rate described above shall apply to music teachers who chaperone student participation in the following musical programs only:

- a. All County
- b. Suburban Council
- c. Area All State
- d. Regional All State
- e. NYSSMA Festivals

A chaperone or chaperones assigned to supervise home varsity and/or junior varsity basketball games in the evening, game nights in grades 6-9 and home varsity football games will be compensated at a rate of \$15 per hour with a maximum of \$60 per assignment. Game nights at the middle schools and grade 9 shall be limited to six (6) per school year with a customary maximum of eight (8) chaperones assigned to each game night. Game nights at the elementary level shall be limited to two (2) per school year with a customary maximum of four (4) chaperones assigned to each game night.

**SECTION 5. CONTRACTS FOR ALL PAID EXTRACURRICULAR ACTIVITIES.**

All teachers appointed to an extracurricular activity should receive notice of this appointment before the activity is scheduled to begin. Further, within two (2) pay periods following the conclusion of the stated activity and certification by the building principal that all requirements have been completed, the teacher appointed should receive the compensation agreed upon.

**ARTICLE XVI (cont'd)**

**SECTION 6. COACHING SALARIES** The salary schedule for coaches will be increased by 3.5% during the 2000-2001 school year, 3.0% during the 2001-2002 school year and 3.0% during the 2002-2003 school year.

**2000-2001**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>FOOTBALL</b>								
Varsity Head Coach	3,316	3,511	3,703	3,898	4,090	4,476	4,834	5,192
Varsity Assistant Coach	2,727	2,922	3,115	3,309	3,502	3,888	4,246	4,602
Varsity Assistant Coach	2,727	2,922	3,115	3,309	3,502	3,888	4,246	4,602
Varsity Assistant Coach	2,727	2,922	3,115	3,309	3,502	3,888	4,246	4,602
J.V. Head Coach	2,727	2,922	3,115	3,309	3,502	3,888	4,246	4,602
J.V. Assistant Coach	2,495	2,689	2,881	3,074	3,267	3,658	4,013	4,368
J.V. Assistant Coach	2,495	2,689	2,881	3,074	3,267	3,658	4,013	4,368
Modified Head Coach	2,263	2,458	2,649	2,844	3,037	3,423	3,781	4,138
Modified Assistant Coach	2,049	2,244	2,435	2,630	2,822	3,211	3,567	3,924
Modified Assistant Coach	2,049	2,244	2,435	2,630	2,822	3,211	3,567	3,924
8th Grade Head Coach	2,263	2,458	2,649	2,844	3,037	3,423	3,781	4,138
8th Grade Asst. Coach	2,049	2,244	2,435	2,630	2,822	3,211	3,567	3,924
<b>SOCCER</b>								
Varsity Head Coach	2,622	2,813	3,007	3,200	3,395	3,782	4,140	4,497
J.V. Head Coach	2,100	2,294	2,488	2,679	2,873	3,260	3,616	3,972
Modified Head Coach	1,821	2,012	2,206	2,399	2,593	2,978	3,338	3,697
Modified Assistant Coach	1,547	1,741	1,934	2,127	2,322	2,708	3,066	3,423
Varsity Head Coach - Girls	2,622	3,007	3,007	3,200	3,395	3,782	4,140	4,497
J.V. Head Coach - Girls	2,100	2,294	2,488	2,679	2,873	3,260	3,616	3,972
Modified Head Coach - Girls	1,821	2,012	2,206	2,399	2,593	2,978	3,338	3,697
Modified Asst. Coach - Girls	1,547	1,741	1,934	2,127	2,322	2,708	3,066	3,423
<b>GYMNASTICS</b>								
Varsity Head Coach - Girls	2,390	2,582	2,776	2,968	3,162	3,548	3,907	4,266
Assistant - Girls	1,994	2,186	2,379	2,572	2,768	3,155	3,511	3,867
<b>INDOOR TRACK</b>								
Varsity Head - Boys/Girls	2,641	2,835	3,028	3,222	3,414	3,799	3,985	4,169
Assistant - Boys/Girls	2,100	2,294	2,488	2,679	2,873	3,260	3,616	3,972
Assistant - Boys/Girls	2,100	2,294	2,488	2,679	2,873	3,260	3,616	3,972
Assistant - Boys/Girls	2,100	2,294	2,488	2,679	2,873	3,260	3,616	3,972
<b>VOLLEYBALL</b>								
Varsity Head Coach - Boys	1,858	2,049	2,244	2,435	2,630	3,020	3,375	3,730
J.V. Head Coach - Boys	1,547	1,741	1,934	2,127	2,322	2,708	3,066	3,423
Varsity Head Coach - Girls	1,858	2,049	2,244	2,435	2,630	3,020	3,375	3,730
J.V. Head Coach - Girls	1,547	1,741	1,934	2,127	2,322	2,708	3,066	3,423

## 2000-2001

<b>GOLF</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Varsity Head Coach	1,586	1,779	1,972	2,168	2,362	2,746	3,103	3,459
Assistant Coach	1,547	1,741	1,934	2,127	2,322	2,708	3,066	3,423

<b>BASEBALL</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Varsity Head Coach	2,555	2,746	2,940	3,133	3,328	3,715	4,072	4,430
J.V. Head Coach	2,078	2,274	2,466	2,661	2,853	3,240	3,598	3,955
Modified Head Coach	1,837	2,031	2,224	2,419	2,611	2,998	3,354	3,710

<b>BOWLING</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Varsity Head Coach - Boys	1,461	1,654	1,846	2,041	2,235	2,622	2,978	3,334
Varsity Head Coach - Girls	1,461	1,654	1,846	2,041	2,235	2,622	2,978	3,334

<b>SKI</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Cross Country Co-ed Skiing	2,090	2,282	2,475	2,668	2,866	3,249	3,606	3,964
Alpine Ski	2,090	2,282	2,475	2,668	2,866	3,249	3,606	3,964

<b>TRACK</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Varsity Head - Boys	2,668	2,866	3,056	3,249	3,442	3,830	4,186	4,542
Varsity Assistant	2,090	2,282	2,475	2,668	2,866	3,249	3,606	3,964
Varsity Assistant	2,090	2,282	2,475	2,668	2,866	3,249	3,606	3,964
Varsity Assistant	2,090	2,282	2,475	2,668	2,866	3,249	3,606	3,964
Varsity Assistant	2,090	2,282	2,475	2,668	2,866	3,249	3,606	3,964
Varsity Assistant (Flex)	2,090	2,282	2,475	2,668	2,866	3,249	3,606	3,964
Varsity Head - Girls	2,668	2,866	3,056	3,249	3,442	3,830	4,186	4,542
Varsity Assistant	2,090	2,282	2,475	2,668	2,866	3,249	3,606	3,964
Varsity Assistant	2,090	2,282	2,475	2,668	2,866	3,249	3,606	3,964
Varsity Assistant	2,090	2,282	2,475	2,668	2,866	3,249	3,606	3,964
Varsity Assistant	2,090	2,282	2,475	2,668	2,866	3,249	3,606	3,964

<b>TENNIS</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Varsity Head - Boys	2,041	2,235	2,428	2,622	2,813	3,200	3,559	3,919
J.V. Head Coach - Boys	1,547	1,741	1,934	2,127	2,322	2,708	3,066	3,423
Varsity Head - Girls	2,041	2,235	2,428	2,622	2,813	3,200	3,559	3,919
J.V. Head Coach - Girls	1,547	1,741	1,934	2,127	2,322	2,708	3,066	3,423

<b>FIELD HOCKEY</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Varsity Head Coach - Girls	2,224	2,419	2,611	2,805	2,998	3,387	3,742	4,097
J.V. Head - Girls	1,934	2,128	2,322	2,515	2,708	3,095	3,451	3,808
Freshman - Girls	1,645	1,837	2,031	2,224	2,419	2,805	3,162	3,520

<b>SOFTBALL</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Varsity Head - Girls	2,090	2,282	2,475	2,668	2,866	3,249	3,606	3,964
Varsity Assistant Coach	1,821	2,012	2,206	2,399	2,593	2,978	3,338	3,697
J.V. Head - Girls	1,821	2,012	2,206	2,399	2,593	2,978	3,338	3,697
Modified Head - Girls	1,635	1,829	2,022	2,214	2,406	2,793	3,152	3,510

## 2001-02

Step 1    Step 2    Step 3    Step 4    Step 5    Step 6    Step 7    Step 8

**FOOTBALL**

Varsity Head Coach	3,416	3,616	3,814	4,015	4,213	4,611	4,980	5,347
Varsity Assistant Coach	2,809	3,009	3,209	3,408	3,608	4,005	4,373	4,740
Varsity Assistant Coach	2,809	3,009	3,209	3,408	3,608	4,005	4,373	4,740
Varsity Assistant Coach	2,809	3,009	3,209	3,408	3,608	4,005	4,373	4,740
J.V. Head Coach	2,809	3,009	3,209	3,408	3,608	4,005	4,373	4,740
J.V. Assistant Coach	2,570	2,770	2,968	3,166	3,366	3,767	4,133	4,499
J.V. Assistant Coach	2,570	2,770	2,968	3,166	3,366	3,767	4,133	4,499
Modified Head Coach	2,330	2,532	2,728	2,930	3,128	3,525	3,894	4,262
Modified Assistant Coach	2,111	2,311	2,508	2,709	2,907	3,307	3,674	4,041
Modified Assistant Coach	2,111	2,311	2,508	2,709	2,907	3,307	3,674	4,041
8th Grade Head Coach	2,330	2,532	2,728	2,930	3,128	3,525	3,894	4,262
8th Grade Asst. Coach	2,111	2,311	2,508	2,709	2,907	3,307	3,674	4,041

**SOCCER**

Varsity Head Coach	2,700	2,898	3,097	3,296	3,497	3,895	4,264	4,632
J.V. Head Coach	2,163	2,362	2,563	2,759	2,959	3,358	3,725	4,091
Modified Head Coach	1,875	2,072	2,272	2,471	2,670	3,067	3,438	3,808
Modified Assistant Coach	1,594	1,793	1,992	2,191	2,391	2,789	3,158	3,525
Varsity Head Coach - Girls	2,700	3,097	3,097	3,296	3,497	3,895	4,264	4,632
J.V. Head Coach - Girls	2,163	2,362	2,563	2,759	2,959	3,358	3,725	4,091
Modified Head Coach - Girls	1,875	2,072	2,272	2,471	2,670	3,067	3,438	3,808
Modified Asst. Coach - Girls	1,594	1,793	1,992	2,191	2,391	2,789	3,158	3,525

**GYMNASTICS**

Varsity Head Coach - Girls	2,462	2,660	2,859	3,057	3,257	3,654	4,024	4,394
Assistant - Girls	2,054	2,251	2,451	2,649	2,851	3,249	3,616	3,983

**INDOOR TRACK**

Varsity Head - Boys/Girls	2,721	2,920	3,119	3,319	3,517	3,913	4,104	4,294
Assistant - Boys/Girls	2,163	2,362	2,563	2,759	2,959	3,358	3,725	4,091
Assistant - Boys/Girls	2,163	2,362	2,563	2,759	2,959	3,358	3,725	4,091
Assistant - Boys/Girls	2,163	2,362	2,563	2,759	2,959	3,358	3,725	4,091

**VOLLEYBALL**

Varsity Head Coach - Boys	1,914	2,111	2,311	2,508	2,709	3,111	3,476	3,842
J.V. Head Coach - Boys	1,594	1,793	1,992	2,191	2,391	2,789	3,158	3,525
Varsity Head Coach - Girls	1,914	2,111	2,311	2,508	2,709	3,111	3,476	3,842
J.V. Head Coach - Girls	1,594	1,793	1,992	2,191	2,391	2,789	3,158	3,525

**GOLF**

Varsity Head Coach	1,633	1,833	2,031	2,233	2,433	2,828	3,196	3,563
Assistant Coach	1,594	1,793	1,992	2,191	2,391	2,789	3,158	3,525

**2001-2002**

<b>GOLF</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Varsity Head Coach	1,633	1,833	2,031	2,233	2,433	2,828	3,196	3,563
Assistant Coach	1,594	1,793	1,992	2,191	2,391	2,789	3,158	3,525

**BASEBALL**

Varsity Head Coach	2,632	2,828	3,029	3,227	3,427	3,826	4,194	4,563
J.V. Head Coach	2,141	2,342	2,540	2,741	2,939	3,337	3,706	4,073
Modified Head Coach	1,892	2,092	2,291	2,491	2,690	3,088	3,455	3,822

**BOWLING**

Varsity Head Coach - Boys	1,505	1,704	1,902	2,102	2,302	2,700	3,067	3,434
Varsity Head Coach - Girls	1,505	1,704	1,902	2,102	2,302	2,700	3,067	3,434

**SKI**

Cross Country Co-ed Skiing	2,152	2,351	2,549	2,748	2,952	3,346	3,714	4,083
Alpine Ski	2,152	2,351	2,549	2,748	2,952	3,346	3,714	4,083

**TRACK**

Varsity Head - Boys	2,748	2,952	3,148	3,346	3,546	3,944	4,311	4,678
Varsity Assistant	2,152	2,351	2,549	2,748	2,952	3,346	3,714	4,083
Varsity Assistant	2,152	2,351	2,549	2,748	2,952	3,346	3,714	4,083
Varsity Assistant	2,152	2,351	2,549	2,748	2,952	3,346	3,714	4,083
Varsity Assistant	2,152	2,351	2,549	2,748	2,952	3,346	3,714	4,083
Varsity Assistant (Flex)	2,152	2,351	2,549	2,748	2,952	3,346	3,714	4,083
Varsity Head - Girls	2,748	2,952	3,148	3,346	3,546	3,944	4,311	4,678
Varsity Assistant	2,152	2,351	2,549	2,748	2,952	3,346	3,714	4,083
Varsity Assistant	2,152	2,351	2,549	2,748	2,952	3,346	3,714	4,083
Varsity Assistant	2,152	2,351	2,549	2,748	2,952	3,346	3,714	4,083
Varsity Assistant	2,152	2,351	2,549	2,748	2,952	3,346	3,714	4,083

**TENNIS**

Varsity Head - Boys	2,102	2,302	2,501	2,700	2,898	3,296	3,666	4,036
J.V. Head Coach - Boys	1,594	1,793	1,992	2,191	2,391	2,789	3,158	3,525
Varsity Head - Girls	2,102	2,302	2,501	2,700	2,898	3,296	3,666	4,036
J.V. Head Coach - Girls	1,594	1,793	1,992	2,191	2,391	2,789	3,158	3,525

**FIELD HOCKEY**

Varsity Head Coach - Girls	2,291	2,491	2,690	2,889	3,088	3,488	3,854	4,219
J.V. Head - Girls	1,992	2,192	2,391	2,591	2,789	3,187	3,554	3,922
Freshman - Girls	1,694	1,892	2,092	2,291	2,491	2,889	3,257	3,626

**SOFTBALL**

Varsity Head - Girls	2,152	2,351	2,549	2,748	2,952	3,346	3,714	4,083
Varsity Assistant Coach	1,875	2,072	2,272	2,471	2,670	3,067	3,438	3,808
J.V. Head - Girls	1,875	2,072	2,272	2,471	2,670	3,067	3,438	3,808
Modified Head - Girls	1,684	1,884	2,083	2,280	2,479	2,877	3,246	3,615

**CROSS COUNTRY**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Varsity Head - Boys	2,040	2,240	2,439	2,641	2,839	3,237	3,605	3,975
Varsity Head - Girls	2,040	2,240	2,439	2,641	2,839	3,237	3,605	3,975
Ass-9th Grade Boys/Girls	1,594	1,793	1,992	2,191	2,391	2,789	3,158	3,525

**BASKETBALL**

Varsity Head - Boys	3,328	3,525	3,728	3,924	4,125	4,523	4,890	5,257
J.V. Head - Boys	2,721	2,920	3,119	3,319	3,517	3,913	4,284	4,654
Freshman - Boys	2,123	2,320	2,519	2,721	2,920	3,319	3,685	4,053
Varsity Head - Girls	3,328	3,525	3,728	3,924	4,125	4,523	4,890	5,257
J.V. Head - Girls	2,721	2,920	3,119	3,319	3,517	3,913	4,284	4,654
Freshman - Girls	2,123	2,320	2,519	2,721	2,920	3,319	3,685	4,053

**WRESTLING**

Varsity Head Coach	3,187	3,388	3,585	3,786	3,985	4,385	4,751	5,118
J.V. Head Coach	2,679	2,877	3,079	3,276	3,476	3,876	4,242	4,607
Modified Head Coach	2,211	2,410	2,610	2,809	3,009	3,408	3,776	4,145
Modified Asst. Coach	1,594	1,793	1,992	2,191	2,391	2,789	3,158	3,525

**LACROSSE**

Varsity Head - Boys	2,291	2,491	2,690	2,889	3,088	3,488	3,854	4,219
Varsity Head - Girls	2,291	2,491	2,690	2,889	3,088	3,488	3,854	4,219
J.V. Head Coach - Boys (from Indoor Track)	2,163	2,362	2,563	2,759	2,959	3,358	3,725	4,091
J.V. Head Coach - Girls	2,163	2,362	2,563	2,759	2,959	3,358	3,725	4,091
Freshman Head Coach - Boys	1,992	2,192	2,391	2,591	2,789	3,187	3,554	3,922
Assistant - Boys	1,992	2,192	2,391	2,591	2,789	3,187	3,554	3,922
Assistant - Girls	1,992	2,192	2,391	2,591	2,789	3,187	3,554	3,922

**SWIMMING**

Varsity Head Coach - Girls	2,040	2,240	2,439	2,641	2,839	3,237	3,605	3,975
Varsity Asst Coach - Girls	1,594	1,793	1,992	2,191	2,391	2,789	3,158	3,525
Varsity Head Coach - Boys	2,291	2,491	2,690	2,889	3,088	3,488	3,854	4,219
Varsity Asst Coach - Boys	1,594	1,793	1,992	2,191	2,391	2,789	3,158	3,525

**HOCKEY**

Varsity Head Coach	2,291	2,491	2,690	2,889	3,088	3,488	3,854	4,219
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**2002-03**

Step 1   Step 2   Step 3   Step 4   Step 5   Step 6   Step 7   Step 8

**FOOTBALL**

Varsity Head Coach	3,518	3,725	3,929	4,135	4,339	4,749	5,129	5,508
Varsity Assistant Coach	2,893	3,100	3,305	3,510	3,716	4,125	4,504	4,882
Varsity Assistant Coach	2,893	3,100	3,305	3,510	3,716	4,125	4,504	4,882

Varsity Assistant Coach	2,893	3,100	3,305	3,510	3,716	4,125	4,504	4,882
J.V. Head Coach	2,893	3,100	3,305	3,510	3,716	4,125	4,504	4,882
J.V. Assistant Coach	2,647	2,853	3,057	3,261	3,466	3,880	4,257	4,634
J.V. Assistant Coach	2,647	2,853	3,057	3,261	3,466	3,880	4,257	4,634
Modified Head Coach	2,400	2,608	2,810	3,017	3,222	3,631	4,011	4,390
Modified Assistant Coach	2,174	2,381	2,584	2,790	2,994	3,406	3,784	4,163
Modified Assistant Coach	2,174	2,381	2,584	2,790	2,994	3,406	3,784	4,163
8th Grade Head Coach	2,400	2,608	2,810	3,017	3,222	3,631	4,011	4,390
8th Grade Asst. Coach	2,174	2,381	2,584	2,790	2,994	3,406	3,784	4,163

### **SOCCER**

Varsity Head Coach	2,781	2,984	3,190	3,395	3,602	4,012	4,392	4,771
J.V. Head Coach	2,228	2,433	2,640	2,842	3,048	3,459	3,837	4,214
Modified Head Coach	1,931	2,135	2,340	2,545	2,751	3,159	3,541	3,922
Modified Assistant Coach	1,642	1,847	2,052	2,256	2,463	2,872	3,252	3,631
Varsity Head Coach - Girls	2,781	3,190	3,190	3,395	3,602	4,012	4,392	4,771
J.V. Head Coach - Girls	2,228	2,433	2,640	2,842	3,048	3,459	3,837	4,214
Modified Head Coach - Girls	1,931	2,135	2,340	2,545	2,751	3,159	3,541	3,922
Modified Asst. Coach - Girls	1,642	1,847	2,052	2,256	2,463	2,872	3,252	3,631

### **GYMNASTICS**

Varsity Head Coach - Girls	2,535	2,740	2,945	3,149	3,354	3,764	4,145	4,526
Assistant - Girls	2,116	2,319	2,524	2,729	2,936	3,347	3,725	4,102

### **INDOOR TRACK**

Varsity Head - Boys/Girls	2,802	3,008	3,213	3,418	3,622	4,031	4,227	4,423
Assistant - Boys/Girls	2,228	2,433	2,640	2,842	3,048	3,459	3,837	4,214
Assistant - Boys/Girls	2,228	2,433	2,640	2,842	3,048	3,459	3,837	4,214
Assistant - Boys/Girls	2,228	2,433	2,640	2,842	3,048	3,459	3,837	4,214

### **VOLLEYBALL**

Varsity Head Coach - Boys	1,971	2,174	2,381	2,584	2,790	3,204	3,581	3,957
J.V. Head Coach - Boys	1,642	1,847	2,052	2,256	2,463	2,872	3,252	3,631
Varsity Head Coach - Girls	1,971	2,174	2,381	2,584	2,790	3,204	3,581	3,957
J.V. Head Coach - Girls	1,642	1,847	2,052	2,256	2,463	2,872	3,252	3,631

### **GOLF**

Varsity Head Coach	1,682	1,888	2,092	2,300	2,506	2,913	3,292	3,670
Assistant Coach	1,642	1,847	2,052	2,256	2,463	2,872	3,252	3,631

### **BASEBALL**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Varsity Head Coach	2,711	2,913	3,120	3,324	3,530	3,941	4,320	4,700
J.V. Head Coach	2,205	2,412	2,617	2,823	3,027	3,437	3,817	4,196
Modified Head Coach	1,949	2,154	2,360	2,566	2,770	3,181	3,559	3,936

### **BOWLING**

Varsity Head Coach - Boys	1,550	1,755	1,959	2,165	2,371	2,781	3,159	3,537
Varsity Head Coach - Girls	1,550	1,755	1,959	2,165	2,371	2,781	3,159	3,537

### **SKI**

Cross Country Co-ed Skiing	2,217	2,421	2,625	2,831	3,040	3,447	3,826	4,205
Alpine Ski	2,217	2,421	2,625	2,831	3,040	3,447	3,826	4,205

**TRACK**

Varsity Head - Boys	2,831	3,040	3,242	3,447	3,652	4,063	4,440	4,818
Varsity Assistant	2,217	2,421	2,625	2,831	3,040	3,447	3,826	4,205
Varsity Assistant	2,217	2,421	2,625	2,831	3,040	3,447	3,826	4,205
Varsity Assistant	2,217	2,421	2,625	2,831	3,040	3,447	3,826	4,205
Varsity Assistant	2,217	2,421	2,625	2,831	3,040	3,447	3,826	4,205
Varsity Assistant (Flex)	2,217	2,421	2,625	2,831	3,040	3,447	3,826	4,205
Varsity Head - Girls	2,831	3,040	3,242	3,447	3,652	4,063	4,440	4,818
Varsity Assistant	2,217	2,421	2,625	2,831	3,040	3,447	3,826	4,205
Varsity Assistant	2,217	2,421	2,625	2,831	3,040	3,447	3,826	4,205
Varsity Assistant	2,217	2,421	2,625	2,831	3,040	3,447	3,826	4,205
Varsity Assistant	2,217	2,421	2,625	2,831	3,040	3,447	3,826	4,205

**TENNIS**

Varsity Head - Boys	2,165	2,371	2,576	2,781	2,984	3,395	3,776	4,157
J.V. Head Coach - Boys	1,642	1,847	2,052	2,256	2,463	2,872	3,252	3,631
Varsity Head - Girls	2,165	2,371	2,576	2,781	2,984	3,395	3,776	4,157
J.V. Head Coach - Girls	1,642	1,847	2,052	2,256	2,463	2,872	3,252	3,631

**FIELD HOCKEY**

Varsity Head Coach - Girls	2,360	2,566	2,770	2,976	3,181	3,593	3,969	4,346
J.V. Head - Girls	2,052	2,258	2,463	2,668	2,872	3,283	3,661	4,040
Freshman - Girls	1,745	1,949	2,154	2,360	2,566	2,976	3,354	3,734

**SOFTBALL**

Varsity Head - Girls	2,217	2,421	2,625	2,831	3,040	3,447	3,826	4,205
Varsity Assistant Coach	1,931	2,135	2,340	2,545	2,751	3,159	3,541	3,922
J.V. Head - Girls	1,931	2,135	2,340	2,545	2,751	3,159	3,541	3,922
Modified Head - Girls	1,735	1,940	2,146	2,349	2,553	2,964	3,344	3,723

**CROSS COUNTRY**

Varsity Head - Boys	2,102	2,307	2,512	2,720	2,924	3,334	3,714	4,095
Varsity Head - Girls	2,102	2,307	2,512	2,720	2,924	3,334	3,714	4,095
Ass-9th Grade Boys/Girls	1,642	1,847	2,052	2,256	2,463	2,872	3,252	3,631

**BASKETBALL**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Varsity Head - Boys	3,428	3,631	3,840	4,042	4,248	4,659	5,037	5,414
J.V. Head - Boys	2,802	3,008	3,213	3,418	3,622	4,031	4,413	4,794
Freshman - Boys	2,186	2,389	2,595	2,802	3,008	3,418	3,796	4,175
Varsity Head - Girls	3,428	3,631	3,840	4,042	4,248	4,659	5,037	5,414
J.V. Head - Girls	2,802	3,008	3,213	3,418	3,622	4,031	4,413	4,794
Freshman - Girls	2,186	2,389	2,595	2,802	3,008	3,418	3,796	4,175

**WRESTLING**

Varsity Head Coach	3,283	3,490	3,693	3,899	4,104	4,516	4,894	5,272
J.V. Head Coach	2,759	2,964	3,171	3,374	3,581	3,992	4,369	4,746
Modified Head Coach	2,277	2,483	2,688	2,893	3,100	3,510	3,889	4,269
Modified Asst. Coach	1,642	1,847	2,052	2,256	2,463	2,872	3,252	3,631

**LACROSSE**

Varsity Head - Boys	2,360	2,566	2,770	2,976	3,181	3,593	3,969	4,346
Varsity Head - Girls	2,360	2,566	2,770	2,976	3,181	3,593	3,969	4,346
J.V. Head Coach - Boys (from Indoor Track)	2,228	2,433	2,640	2,842	3,048	3,459	3,837	4,214
J.V. Head Coach - Girls	2,228	2,433	2,640	2,842	3,048	3,459	3,837	4,214
Freshman Head Coach - Boys	2,052	2,258	2,463	2,668	2,872	3,283	3,661	4,040
Assistant - Boys	2,052	2,258	2,463	2,668	2,872	3,283	3,661	4,040
Assistant - Girls	2,052	2,258	2,463	2,668	2,872	3,283	3,661	4,040

**SWIMMING**

Varsity Head Coach - Girls	2,102	2,307	2,512	2,720	2,924	3,334	3,714	4,095
Varsity Asst Coach - Girls	1,642	1,847	2,052	2,256	2,463	2,872	3,252	3,631
Varsity Head Coach - Boys	2,360	2,566	2,770	2,976	3,181	3,593	3,969	4,346
Varsity Asst Coach - Boys	1,642	1,847	2,052	2,256	2,463	2,872	3,252	3,631

**HOCKEY**

Varsity Head Coach	2,360	2,566	2,770	2,976	3,181	3,593	3,969	4,346
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**ARTICLE XVII**

**PROFESSIONAL COMPENSATION**

**A. Payments for 2000-2001, 2001-2002, and 2002-2003**

1. On-schedule payments for 2000-2001 school year: The base salary for those unit members on the salary schedule will increase by 3.0% plus step increment.
2. On-schedule payments for 2001-2002 school year: The base salary for those unit members on the salary schedule will increase by 3.75% plus step increment.

3. On-schedule payments for 2002-2003 school year: The base salary for those unit members on the salary schedule will increase by 3.75% plus step increment.
4. Off-schedule payments during the 2000-2001, 2001-2002, and 2002-2003 school years: The base salary for those unit members who will be off the salary schedule effective the 1<sup>st</sup> of July for each of the three years reflected in the collective bargaining agreement will have their base salary increased by the amount reflected in 1, 2 and 3 above based on the previous year's base salary. (Example: A unit member's base salary, which was \$68,000 during the 1999-2000 school year will be increased to \$70,040 for the 2000-2001 school year, \$72,667 for the 2001-2002 school year, and \$75,391 for the 2002-2003 school year). Off-schedule payments shall have no force and effect after the termination of the Agreement on June 30, 2003.

B. The salary schedule for 2000-2001, and beyond is reflected in Section C.

A single salary schedule will be effective for all unit members beginning with the 1997-98 school year. This schedule eliminates all other adjustments to salary for such items as graduate, in-service credits and/or additional degrees.

Current unit members will be placed on this schedule in a manner that ensures no loss of current salary including payments noted in "A" above and for graduate and inservice credits, and additional degrees. Unit members officially enrolled and working toward a degree not required for certification will not be penalized in salary placement if all of the graduate work is not completed by July 1997, but must be completed within the term of this agreement. Unit members must notify and provide proof that they are working toward such a graduate degree to the Office of Staff Services no later than August 1, 1997.

Current unit members whose current total salary (i.e. Base salary plus credits for graduate, inservice, additional degrees and including payments noted in "A" above) exceeds the top salary on the transition schedule will have their total salary increased by the same percentage as the new salary schedules for 1997-98, 1998-99 and 1999-00.

#### **Article XVII (cont'd)**

A unit member who earns a second Masters' Degree, a Certificate of Advanced Study, or the National Board Certification will be advanced one step on the salary schedule.

A unit member who is awarded an earned Doctorate Degree will be advanced two steps on the salary schedule.

**ARTICLE XVII (cont'd)**

C. Salary Schedules for 2000-2001, 2001-2002, and 2002-2003

Step	99-00	<u>Salary Schedule</u>			
		Step	2000-2001	2001-2002	2002-2003
1	32,848	1	33,833	35,102	36,419
2	33,842	2	34,857	36,164	37,521
3	34,892	3	35,939	37,286	38,685
4	35,398	4	36,460	37,827	39,246
5	36,392	5	37,484	38,889	40,348
6	37,442	6	38,565	40,011	41,512
7	38,491	7	39,646	41,132	42,675
8	39,541	8	40,727	42,255	43,839
9	40,591	9	41,809	43,377	45,003
10	41,640	10	42,889	44,498	46,166
11	42,691	11	43,972	45,621	47,331
12	43,740	12	45,052	46,742	48,494
13	44,790	13	46,134	47,864	49,659
14	46,072	14	47,454	49,234	51,080
15	47,419	15	48,842	50,673	52,573
16	48,883	16	50,349	52,238	54,197
17	50,320	17	51,830	53,773	55,790
18	51,867	18	53,423	55,426	57,505
19	53,413	19	55,015	57,078	59,219
20	55,015	20	56,665	58,790	60,995
21	56,684	21	58,385	60,574	62,845
22	58,368	22	60,119	62,374	64,713
23	60,109	23	61,912	64,234	66,643
24	61,965	24	63,824	66,217	68,700
25	64,064	25	65,986	68,460	71,028
26	64,456	26	66,390	68,879	71,462
27	64,456	27	66,390	68,879	71,462
28	64,456	28	66,390	68,879	71,462
29	65,307	29	67,266	69,789	72,406

## ARTICLE XVII (cont'd)

- D. The Board of Education reserves the right to recognize exceptional contributions to the school program at any step on the schedule or beyond the last salary step by paying additional salary.
- E. Special Assignment Stipends:
  - 1. Science teachers who teach more than 25 class periods per week will have their stipends increased from four hundred dollars (\$400) per day/per section/per school year to six hundred dollars (\$600) per day/per section/per year.
  - 2. Effective 9/1/97, in recognition that the basic requirements of provisions of Article VI, Section D, Paragraph 2 cannot be met due to program requirements for grades 6-12 special education teachers (including remedial teachers) a stipend equal to \$400 for each additional instructional period assigned beyond 25 will be paid to affected unit members. This provision is limited to special education teachers of grades 6-12 (including remedial teachers) and is not intended for use with any other program areas.
- F. GUIDANCE COUNSELORS: Paid on a per diem basis for professional services rendered beyond the regular work year.
- G. HOME TEACHING: Will be compensated at a rate of thirty dollars (\$30) per hour.
- H. DEPARTMENT ADMINISTRATORS: In the 2000-2001 school year, the annual stipend for all department administrators will be increased by 4.5%.

To recognize the current and future grade level organization of our schools and to ensure compliance with certification and tenure regulations, the parties have agreed to modify the teaching assignments and differentials for these positions (and coordinators) as shown in Article XVII.I. The changes shown for high school science, high school social studies, art and music will only be implemented if the current incumbents can and do choose the implementation themselves or when the current incumbent leaves the position. If these individuals choose not to implement the change, their current tenure/seniority status and differential will remain as it is today.

**ARTICLE XVII (cont'd)**

I.

<b>Assignment</b>	<b>Assigned Teaching Load</b>	<b>Middle Grades 6-8</b>	<b>High School Grades 9-12</b>	<b>Secondary Grades 6-12</b>	<b>District Grades K-12</b>
<b><u>Department Administrators</u></b> (Evaluates Staff)					
English	2	\$3,396	\$4,703		
Social Studies	2	\$3,396	\$4,703		
Math	2	\$3,396	\$4,703		
Science	2	\$3,396	\$4,703		
Foreign Language	2	(see below)		\$3,519	
FACS	2			\$3,135	
Technology	2			\$3,135	
Art	2				\$5,225
Music	2				\$5,225
Guidance	N/A			\$3,135	
<b><u>Coordinators</u></b> (Do not evaluate staff)					
Elementary	Regular				\$1,254
Special Education	Regular			\$1,254	\$1,254
Business	Regular			\$2,613	

Special Note: Effective 7/1/97, a pool of funds equal to five days per department administrator will be available to support work during the summer months, provided the work is authorized by the appropriate school principal. The Assistant Superintendent for Curriculum, Instruction and Learning and the Director of Finance will administer this allocation. The positions shown above reflect our current and currently-planned department assignments. The parties recognize that these assignments can be changed (e.g., science and technology combined) in the future. If such changes are to be made, the parties will review the impact of the change and make appropriate adjustments.

## **ARTICLE XVII (cont'd)**

- J. PSYCHOLOGIST/SCHOOL SOCIAL WORKER - The differential for psychologist, and social workers will be increased to \$1,575 beginning with the 1997-98 school year.
- K. SUMMER SCHOOL TEACHERS--The payments for summer school teaching will be increased by \$50 in the 1997-98 school year, by \$100 in the 1998-99 school year and by \$150 in the 1999-00 school year.

## **ARTICLE XVIII**

### **GENERAL**

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law.
- B. The Board will amend its personnel policies and take such action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- C. Rules and regulations governing the activities of teachers within school buildings shall be uniform, so far as possible, throughout the school system.
- D. The Board and the Association agree that all requests of teachers made to the Business Office regarding payroll must be made in writing. In turn, the answers to such requests will also be made in writing. Personal conferences with the Business Office may be arranged at mutually convenient times.
- E. Teachers have the responsibility and shall carry out to the limits of their ability, all rules and regulations found in the respective handbooks of the School District and of the buildings in which they are employed, except as such rules and regulations may be inconsistent with the terms of this collective bargaining agreement
- F. Staffing Patterns - The STA supports the Board of Education's past practice of trying to improve the instructional program by recreating new teaching positions where needed to offset some of the positions excessed due to declining enrollment.

## **ARTICLE XVIII (cont'd)**

G. All activities associated with State mandated Staff Development Programs will be scheduled so as not to reduce the number of instructional days for all students unless the Board of Education decrees otherwise.

### **H. Preparation and Distribution of Final Contract**

The parties recognize the need to prepare and distribute a complete new contract document as soon as is practicable. Furthermore, the parties are committed to preparing a document that covers the complete and entire agreement between the parties, adding all appropriate sections and provisions reflecting other memorandums of agreement and removing all sections of provisions which are outdated, unnecessary or not consistent with current laws or regulations.

**ARTICLE XIX**

**DURATION**

A. The provisions of this agreement shall be effective as of July 1, 2000 except as otherwise provided in this agreement. This agreement shall remain in force and effect until June 30, 2003.

B. Pledge of Support:

The Shenendehowa Teachers' Association representatives to this agreement will positively and actively support the ratification of this agreement by all unit members. The District representatives to this agreement will positively and actively support the endorsement and funding of this agreement by the Board of Education.

Shenendehowa Teachers' Association

Shenendehowa Central School District

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## APPENDIX 1

#3023 Liability of a board of education, trustee, trustees or board of cooperative educational services.

Notwithstanding any inconsistent provision of law, general, special or local, or the limitation contained in the provisions of any city charter, it shall be the duty of each board of education, trustee or trustees, in any school district having a population of less than one million, and each board of cooperative educational services established pursuant to section nineteen hundred fifty-eight of this chapter, to save harmless and protect all teachers, practice or cadet teachers, and members of supervisor and administrative staff or employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person or without the school building, provided such teacher, practice or cadet teacher, or member of the supervisory or administrative staff or employee at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under trustees or board of cooperative educational services; and said board of education, trustee, trustees or board of cooperative educational services may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, in this state; or such board, trustee, trustees or board of cooperative education services may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee, trustees or board of cooperative educational services, however, shall not be subject to the duty imposed by this section, unless such teacher, practice or cadet teacher, or member of the supervisory and administrative staff or employee shall, within (10) days of process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee, board of trustees or board of cooperative educational services.

## APPENDIX 2

#3028 Liability of school district for cost and attorney's fees of action against, or prosecutions of, teacher, members of supervisory and administrative staff or employees.

Notwithstanding any inconsistent provision of any general, special or local law, or the limitations contained in the provisions of any city charter, each board of education, trustee or trustees in the state shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a teacher, member of a supervisory or administrative staff or employee in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of his/her duties within the scope of his/her employment. For such purposes, the board of education, trustee or trustees may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state; or such board, trustee or trustees may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee or board of trustees, however, shall not be subject to the duty imposed by this section, unless such teacher, or member of the supervisory and administrative staff or employee shall, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee or board of trustees.

## APPENDIX 3

### Review of Special Education Programs and their Delivery to Students

As the result of an arbitrator's award on January 20, 1997 and subsequent discussions between the Teachers' Association and the District concerning its impact several areas of agreement were reached. They are:

- Beginning with the 1997-98 school year, two special education coordinator positions will be established. The office of Student Services will be responsible for developing the specific role and responsibilities of these coordinators. In completing the task, the Office of Student Services will gather input and reactions from secondary special education teachers and secondary school administrators. Each coordinator will be paid a stipend of \$1,200 for the year.
- A committee will be set up during the 1997-98 school year made up of special education teachers and a representative of the Office of Student Services to review the delivery of the special education program and to recommend ways to improve that delivery.

## APPENDIX 4

### School Partnership Teams

The objective of School Partnership Teams is to improve the quality of education for all students by involving the whole school in the decision making process. School Partnership Teams are an outgrowth of cooperation between all parties, administrators, teachers, students, parents, support staff and are required by Commissioner of Education's Regulation 100.11. Guidelines for participation are outlined in the District Plan for School-Based Management and Shared Decision Making.

The parties agree that the School Partnership Teams cannot change contract issues including salary schedules, fringe benefits, grievance procedures, evaluation procedures, dismissal procedures, layoff and recall provisions and teacher/administrative liaison. These issues may only be changed by collective bargaining.

Meetings of the teams will not result in any loss of instructional time for students, nor planning time for teachers.

The parties agree that the School Partnership Teams cannot make any decisions resulting in changes in district policies, procedures and programs. The parties agree that the School Partnership Teams may make any recommendations to the administration of changes in district policies, procedures or programs which will be evaluated in terms of their impact on instruction, student learning, teacher working conditions and the atmosphere of the school for children.

## APPENDIX 5

### SPECIAL EDUCATION TASK FORCE

Both parties recognize the major impact that changes in Federal and State regulations and parental expectations are having on the Special Education program and the general education program at Shenendehowa. In keeping with Board of Education policy to provide a quality education for all children, a District Task Force will be formed. Such Task Force will be empowered to do the following:

- (a) Review all current policies and practices to ensure, so far as feasible, equitable working conditions among all Special Education staff at all levels, particularly at grades 6-8.
- (b) Examine the impact of "least restrictive environment" concepts on the regular classroom program. Such examinations will include testimony from building and program administrators, K-12 personnel (special and regular education), school psychologists, RNs, guidance counselors, parents (where appropriate), and designated parent advocates.
- (c) Where successful mainstreaming programs are occurring and have occurred in particular Shenendehowa schools, the Task Force will recommend ways to replicate, wherever feasible, successful practices developed by particular schools or departments. Review of successful experiments or programs may include in-state and out-of-state districts where successful programs have been developed. Such trips will be limited by available funding.
- (d) The Task Force will consider ways to ensure that special education and classroom teachers are involved in decisions with regard to inclusive practices.
- (e) This Task Force will be co-chaired by a teacher appointed by the STA president and an administrator appointed by the Superintendent of Schools. The co-chairs will appoint the membership of the committee which will have the following make-up:

- 3 Special Education teachers
- 3 Classroom teachers
- 1 Psychologist
- 1 Elementary counselor
- 1 Elementary principal or designee
- 1 Secondary principal or designee
- 2 Parents of handicapped students selected by the District Committee on Special Education

Any recommendations will be submitted to the Superintendent by the end of the 1997-98 school year.

## APPENDIX 6

### RETIREMENT INCENTIVE PROGRAM

#### Term of the Program

The program will have two phases. Phase I will cover qualified individuals who elect to retire/resign between the conclusion of the 1996-97 school year and before the start of the 1997-98 school year. Phase II will cover qualified individuals who elect to retire/resign between the conclusion of the 1997-98 school year and before the start of the 1998-99 school year. This program will end on August 31, 1998 and no additional phases will be added.

#### Eligibility

An individual must be at least 50 years of age by the effective date of the retirement/resignation.

An individual must be a full-time teacher who has completed at least 10 consecutive years of service as a full-time teacher in Shenendehowa.

#### Notice Requirements

Individuals must submit a formal letter of retirement/resignation to the district to participate.

For participation in Phase I of the program, this letter must be received and stamped by the personnel office no later than June 16, 1997. (Those individuals who have already filed a sick leave election by April 15, 1997 pursuant to Article XIII, D, 2a of the contract will be deemed to have submitted a timely notice for Phase I of this program).

For participation in Phase II of the program, this letter must be received and stamped by the personnel office no later than February 1, 1998.

#### Limits of Participation

Phase I of this plan will become effective only if twenty (20) eligible teachers (including those individuals who have already filed a sick leave election by April 15, 1997 pursuant to Article XIII, D, 2a) elect to participate in this phase and provide proper notice by June 16, 1997.

Furthermore, total participation in Phase I will be limited to thirty-five (35) eligible teachers (including those individuals who have already filed a sick leave election by April 15, 1997 pursuant to Article XIII, D, 2a). If more than thirty-five (35) eligible teachers submit a timely formal letter the district shall grant such requests in the order the district receives the letters as reflected by the official date stamp affixed by the district Staff Services Office. If more than one letter is received on the same day the teacher who has the longest, full-time service with the district shall be granted the incentive payment.

## **APPENDIX 6 (cont'd)**

Phase II of this plan will be effective only if twenty (20) eligible teachers elect to participate in this phase and provide proper notice by February 1, 1997. Total participation will not be limited in Phase II.

### Incentive Payment

An incentive payment will be made to each teacher who meets all of the above requirements. This incentive payment will be based on an individual's accumulated sick leave at the conclusion of the school year and will be in lieu of any other retirement incentive, including reimbursement for sick leave credits under Article XIII, D, 2a of the contract. One day's credit will be granted for each two days of accumulated sick leave up to a maximum of 90 days. Payment for these days will be made at 1/200<sup>th</sup> of the individual's current salary, but shall be limited to \$20,000 for Phase I and limited to \$15,000 for Phase II. For Phase I only, the minimum payment shall be \$4,000.

Incentive payments will be made from the following optional methods:

- Payment to be made in a lump sum payment in the calendar year of retirement.
- Payment to be made in a lump sum payment in the next calendar year.
- Payment to be applied toward medical insurance premiums.
- Payment to be applied to a 403B plan as designated by the individual and in accordance with federal regulations.

An individual can choose a single method or a combination of methods.

### Non-Participating Teachers

A teacher who does not meet all of the qualifications for participation in this incentive program, or who chooses not to participate will continue to be eligible for reimbursement of sick leave under Article XIII D, 2a of the contract.