



Agreement

Between

**Phoenix Central School District**

and the

**Phoenix Central School  
Teachers' Association**

**July 1, 2012 - June 30, 2014**

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**PREAMBLE**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Superintendent of Schools of the PHOENIX CENTRAL SCHOOL DISTRICT, hereinafter called the "Superintendent" and the PHOENIX CENTRAL SCHOOL TEACHERS' ASSOCIATION, hereinafter called the "Association."

**WITNESSETH**

WHEREAS, the Superintendent and the Association recognize and declare that providing a quality education for the children of the Phoenix Central School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching services and

Recognizing that the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve education standards and

Acknowledging that the Superintendent has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967 - Public Employees Fair Employment Act), to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, for the term of this agreement and

The parties have reached certain understandings which they desire to confirm in this Agreement, the Superintendent agrees to the following:

Within two weeks of its execution, copies of this Agreement shall be printed at the expense of the District and distributed to all teachers now employed by the District. Teachers hereafter employed by the District shall be given copies of the Agreement at the time of employment.

## ARTICLE I

### Recognition

- A. The Board recognizes the Association as the exclusive negotiating agent for the unit composed of all professional, certificated personnel including part-time personnel, social workers, teaching assistants, registered school nurses, and long term substitute teachers who are employed in one position for twenty or more consecutive days, for the maximum period provided by law. Excluded from the unit are the Chief Executive Officer, Administrators, and teaching aides.
- B. Part-time personnel (half-time or more) shall be entitled to all the rights and benefits of this Agreement except that their salaries shall be prorate to the time worked. The health and dental benefits for those employees shall be prorated at the same proration as salary - i.e., .50 salaried teachers will have health and dental benefits prorated at 50%, .75 salaried teachers at 75%, etc.
- C. Reduction in Force Full-time personnel who are involuntarily reduced to part-time status shall be entitled to all the rights and benefits except that their salary shall be prorated to the time worked. The health and dental benefits for involuntary reduced personnel shall be the same as a full-time employee. A reduced member who declines a full-time position will have their health and dental benefits prorated as outlined in Article I. B.
- D. Social Workers shall be entitled to all of the rights and benefits of this Agreement except as specifically amended herein. The work day, work year and compensation of social workers shall be equal in all respects to that of guidance counselors. An exception to the workday shall be that social workers shall have a workday of eight (8) continuous hours of employment scheduled at the direction of the Director of Pupil Personnel Services/Special Education.
- E. Long-Term Substitute Teachers shall be entitled to all of the rights and benefits of this Agreement except as specifically amended herein.
1. Long-Term Substitute Teachers:
    - a. Shall refer to a teacher who has formally received an appointment for a specified time by the Board of Education recorded in the minutes of the Board of Education.
- OR
- b. Shall refer to a substitute teacher who is employed in one position for twenty or more consecutive days and continuing until relieved of service by the building principal.
  - c. In the event that the teacher being replaced indicates in writing that his/her absence will be 60 or more working days, a substitute teacher will be recommended for an appointment by the Board of Education for a specified period of time.

2. Substitutes (E)(1)(a) and (E)(1)(c) will be eligible for all benefits (full or pro rata) and terms and conditions of the PCSTA bargaining unit in addition to salary, retroactive to the first day of employment.
  3. Long term substitutes (E)(1) would be paid a prorated salary rate based on Step 1 BS/BA (MS/MA) of the current bargaining agreement in effect, retroactive to the first day of employment.
  4. Substitutes (E)(1)(b) will not be eligible for the benefits and terms and conditions of PCSTA bargaining unit Articles IX and XIV unless and until a Board of Education appointment is made. Benefits for substitutes (E)(1)(b) shall be retroactive to the first day of employment.
- F. Substitute teachers, substituting for regular part-time teachers, shall also be included in Recognition Clause and the sections above relating to Long Term Substitute Teachers.
- G. Itinerant (per diem) substitute teachers who are employed on a rotating basis (less than 20 consecutive days in the same assignment) are not part of the recognition clause or covered by this agreement.

## **ARTICLE II**

### **Negotiation Procedures**

Negotiations shall be conducted with the Association pursuant to the provisions of the Taylor Act for the unit, which has been recognized under the by-laws of the District.

## **ARTICLE III**

### **Grievance Procedure**

A. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education 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 present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) 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. Grievance is a claim by a teacher or group of teachers in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations, having the force of law, this agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and administration.
2. Supervisor shall mean any department chairman, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.
3. Chief Officer is the Superintendent of Schools.
4. Association shall mean Phoenix Central School Teachers' Association.
5. Aggrieved Party shall mean any person or group of persons in the negotiation unit filing grievance.
6. Grievance Committee is the committee created and constituted by the Phoenix Central School Teachers' Association.
7. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage in grievance hereunder.

C. Procedures

1. Written grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc. involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, 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 1(a), all decisions beyond this Stage 1(a), shall be rendered in writing, setting forth the findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted in writing to the teacher and the Association.
3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association according to the established order.
4. The Board of Education and the Association agree to facilitate any investigation which may be required to make available to the appropriate hearing officer all information pertinent to the alleged grievance.

5. Except as otherwise provided in Article III (E)(1)(a) and (b), an aggrieved party shall have the right to all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
6. No interference, coercion, restraint, discrimination, or reprisal of any kind, will be taken by any party to the grievance procedure.
7. Forms for filing grievances, serving notices, making appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
8. 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.
9. The Chief Executive Officer 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 the testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1(a) and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2 and 3. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two days after the conclusion of hearings at Stage 2 and 3. The appropriate hearing officer should be advised of any errors in said minutes. Any such claims of errors 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, the Grievance Committee and the Board, but shall not be deemed a public record.

D. Time Limits

1. The time limits specified for either party may be extended only by mutual agreement.
2. A written grievance will be deemed waived unless forwarded at the first available stage within sixty (60) calendar 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 limits 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, his representatives 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, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata 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. Stage 1: Supervisor

- a. A teacher having a grievance will discuss it with his 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 will not consider any material or statements offered by, or on behalf of, any such party in interest with whom consultation has been had without the aggrieved party and/or his representative present.
- b. 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, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon in writing, and present it to the teacher, his representative and the Association.
- c. A teacher not wishing to be represented by the Association is free to follow grievance procedure without involvement by the Association.

2. Stage 2: Chief Executive Officer

- 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 five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the teacher has a meritorious grievance, then, it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within twenty (20) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

- c. Within a reasonable period of time, not to exceed ten (10) school days, after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.
- d. The Chief Executive Officer shall render a decision in writing to the teacher, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing. In cases involving a suspension from duty, with or without loss of pay, the Superintendent's decision shall be rendered within five (5) days.

3. Stage 3: Arbitration or School Board

a. General Provisions

- i. Grievances which are claimed violations of the Agreement are the only grievances that can be processed through the following arbitration stage.
- ii. If the teacher and/or Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school district, it may submit the grievance to arbitration by written notice to the Superintendent within fifteen (15) calendar days of the decision at Stage 2.
- iii. Within five (5) calendar days after such written notice of submission to arbitration, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- iv. The arbitrator selected shall hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusion on the issues submitted.
- v. The cost of the services of the arbitrator, including expenses if any, will be borne equally by the Board of Education and P.C.S.T.A.
- vi. The arbitrator's authority shall be to interpret and apply the language of the Agreement. The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement, nor to imply any obligation which is not specifically set forth in this Agreement.
- vii. Any settlement between the Board of Education and the P.C.S.T.A. at any stage of the grievance procedure shall be binding on the Board of Education, the P.C.S.T.A., and the aggrieved employee (s).

b. Advisory Arbitration and School Board

- i. For those articles in Article III (E)(3)(c), following, the award of the arbitrator shall be advisory only. The parties agree to give good faith consideration to the recommendation of the arbitrator. In the event that either of the parties fails to accept the award of the arbitrator, then either party shall be free to pursue any remedy available under law.
- ii. The Association may choose not to pursue advisory arbitration and may request that the superintendent's recommendation be submitted to the Board for review.
- iii. Within ten (10) school days after the Board receives the Arbitrator's Advisory Award or the Superintendent's recommendation, the Board shall hold an executive hearing to consider the award or the recommendation. Within ten (10) days of that hearing, the Board shall issue its decision on the grievance.

c. Binding Arbitration

An arbitrator's award shall be final and binding on the Board and the P.C.S.T.A., except for the Articles excluded below:

Article VI (B)(1), (2), (3), (4) (Salary placement for newly hired teachers.)

Article VIII (A); (B); (C)(1), (4), (5), (6); (D) (Professional improvement, conferences, visiting days, some aspects of in-service and curriculum projects.)

Article XI (A)(1), (2), (3) (Teacher assignments.)

Article XII (B)(1)(a); (B)(2)(a); (D) (Certain aspects of class load and class size and I.E.P.'s.)

Article XIV (A)(2) and (B)(2) (Sick leave bank and discretionary leave.)

Article XVI (Orientation Programs and Teachers' Responsibilities and Obligations.)

Three Forms at the back of the contract (Teacher Evaluation, Extra Pay Evaluation, and Grievance.)

## ARTICLE IV

### Teachers' Rights

- A. In accordance with the law of the United States and the State of New York and established practices of the Board of Education and the Phoenix Central School Teachers Association, there shall be no discrimination against any teacher because of race, creed, color, national origin, age, sex, marital status, or membership or participation in the activities of the Phoenix Central School Teachers' Association or other professional organizations.
- B. Teachers shall be entitled to full rights of citizenship and the exercise of such rights shall not be grounds for any disciplinary action or discrimination against a teacher.
- C. Teachers shall have the right to exercise professional judgment in selecting and presenting educational material to a class provided said material is within the policies and guidelines of the curriculum as established by the Board of Education.
- D. All disciplinary interviews or reprimands by supervisors or school administrators will be conducted in private.
- E. Official teacher files shall be maintained under the following conditions:
  - 1. No material derogatory to a teacher's conduct, service, character or personality, (excluding references and information obtained in the process of evaluating the teacher for employment) shall be placed in the files unless the teacher has been given the opportunity to read the material. The teacher shall acknowledge that he/she has read such material by placing his signature on the copy to be filed, with the understanding that such signature does not necessarily indicate agreement with the content but merely signifies that he has read the material.
  - 2. The teacher shall have the right to answer any material filed. His/her answer shall be reviewed by the Superintendent and attached to the file copy.
  - 3. The teacher shall be given, upon his request, complete access to his/her file, (excluding reference information obtained in the process of evaluating the teacher for employment and confidential letters of recommendation to other school systems).
- F. Terminal Interview
  - 1. Any employee terminating his/her employment for any reason, may, if so desired, obtain a final interview with the building principal or Superintendent.
  - 2. All forms and information available to the school district applicable to termination of employment will be available during the terminal interview.
- G. When the building principal deems it feasible, he/she will utilize the talent and training of the individual members of the instructional staff in the study of proposed programs, staffing, and curriculum planning.

## ARTICLE V

### Association Rights

- A. The Phoenix Central School Teachers' Association, for the period of its recognition as the representative unit, shall have the right to use designated areas of school buildings for business meetings of the organization. The use of these areas to be arranged with the building principal in advance.
- B. In the performance of its functions, the Association has the right to use Faculty Room bulletin boards, inter-school mail service, and teacher mailboxes.
- C. No teacher shall engage in Association activities during the time he is assigned to actual teaching duties.
- D. Officers and members may be granted leave by the Board of Education, on the recommendation of the Superintendent, to attend professional meetings. If this permission is granted, there will be no loss of personal leave days.
- E. The school district authorizes the P.C.S.T.A. to have a telephone installed, on a direct line, in the Faculty Room in the building in which the Association President teaches. The cost of the installation of the direct telephone will be paid for directly by the P.C.S.T.A.
- F. Every effort will be made to provide the P.C.S.T.A. with available figures used by the Board of Education in arriving at their position in regard to financial matters in the contract.
- G. Payroll Deduction for Association Dues - Regular Association dues for the Phoenix Central School Teachers' Association shall be deducted either from one (1) pay, ten (10) pays, or twenty (20) pays at the employee's option, or as per procedures mutually determined by the Phoenix Central School Teachers' Association Treasurer and the Business Administrator. The District further agrees to provide a payroll deduction option for association dues of deductions throughout the school year or in the first ten (10) paychecks of the school year as long as the local district NYSUT treasurer provides a list to the district indicating the preferred option, as soon after September 1 of the school year as possible.
- H. Agency Fee - The District shall deduct from the salary of each bargaining unit member who is not a member of the Association, a bi-weekly service fee as a contribution toward the administration of this agreement and the representation for such employee. The service charge, which shall be payable and forwarded to the Association, shall be an amount equal to the Association's regular bi-weekly dues.
- I. The District shall provide fifteen (15) days per school year to the Association President or his/her designee for Association activities. Additional days may be approved at the dis-

cretion of the Superintendent. These additional days will not be subject to the grievance procedure, if denied.

## ARTICLE VI

### Salary

- A. The salary program of this section applies to all members of the "Instructional Negotiating Unit."
- B. When employing new staff, the Superintendent shall recommend to the Board for approval the placing of said staff member on the appropriate step of the salary schedule based upon the following criteria:
  - 1. Degree and/or advanced study status.
  - 2. Appropriate credit for past experience.
  - 3. Experience in related fields of endeavor.
  - 4. Military service, with maximum credit of two years.
- C. Guidance counselors' and social workers' regular salary will be based on the teachers' salary schedule plus one-tenth additional for the eleventh month of service.  
  
In addition, a guidance counselor and social worker will receive a differential of \$155.04 per month for each month of service in 2012-2013; \$158.14 for 2013-2014.
- D. Staff members with a ten month salary notice shall be employed and entitled to salary for the school year extending from September 1 to June 30.
- E. Staff members on 11 month schedule shall be employed and entitled to salary for the school year extending from September 1 to June 30 plus the equivalent of one additional month.
- F. Teachers on leave of absence without pay shall be carried on the payroll at the salary step at the start of the leave. They will receive a step increment at the commencement of the school year following said leave.
- G. Salaries for summer employment shall be determined in accordance with Statutes and the Commissioner of Education's Rules and Regulations.
- H. Homebound Instruction, Teachers of Staff Development Courses, Teachers of In-service Courses, and student supervision shall be at the rate of \$40.06 per hour in 2012-2013; \$40.86 in 2013-2014.
- I. Staff Development work itself shall be at the rate of \$30.05 per hour in 2012-2013; \$30.65 in 2013-14.

J. Substitute coverage by secondary teachers (giving up preparatory time) will be at the rate of \$41.95 per block in 2012-2013; and \$42.79 in 2013-2014. Elementary teachers providing coverage shall be paid in accordance with Article VI (H).

K. Determination of Salary Schedule:

1. All salary schedules will be structured to include an increase of 2.0% inclusive of step for the 2013-14 school year on the BS/BA column. The formula that includes the credit hour and the degree stipend will be carried through the schedule to the nearest dollar on each cell in the schedule. For each year of the contract, the BS Step 1 cell will be \$700 less than the BS Step 2.
2. There shall be forty (40) salary steps included in the salary schedule.
3. Additional graduate hours for credit shall be approved by the Chief Executive Officer of the school district and shall be compensated by the hour with compensation for each additional hour earned to begin with the first salary payment in September for hours earned during the second semester (February-June) or the summer (July-August) of that year and compensated for hours earned during the first semester (September-January) to begin with the first salary payment in February.
  - a. For eleven (11) month teachers, additional hours earned in the second semester shall receive compensation beginning with the first salary payment in July of that year.
  - b. Additional hours credit shall be properly claimed at least two weeks previous to the first payday and verified within thirty (30) days following completion of this course.
4. Compensation for each hour on the Bachelor's degree schedule shall be \$84.10 per hour in 2012-2013; \$85.78 in 2013-14. Compensation shall be computed at an annual rate.
5. Compensation for each hour on the Master's degree schedule shall be \$84.10 per hour in 2012-2013; \$85.78 in 2013-14. Compensation shall be computed at an annual rate.
6. Bargaining unit members earning a Masters Degree after September 1, 1980 shall be compensated for each prior approved graduate credit hour earned beyond the Bachelor's Degree. The Master's Degree stipend of \$1,795 in 2012-13; \$1,831 in 2013-14 shall then be added to the step and graduate credit hour salary figure to provide the bargaining unit member's base salary.
7. Each eleven-month employee shall receive the salary as determined above plus ten percent (10%) of this salary for the eleventh month of service.
8. Teachers will have the opportunity to select a salary payment plan, which will

consist of: 21 payments; 26 payments with 12 months; OR 26 payments with 10 months.

- a. Teachers will have the opportunity to select a ten (10) month salary plan (21 payments), or a twelve (12) month salary plan (26 payments), payable throughout the calendar year with the vacation period salary checks mailed to the teacher's homes. This twelve (12) month salary payment (26 payments) option will also include the lump sum payment option on the last payday in June.
- b. Twenty-six (26) payment plan will coincide with the twelve (12) month employee's pay schedule determined by the district.
- c. Once these options are made they will continue in effect for the fiscal year without change.
- d. Regardless of the payment plan selected, the District shall provide each teacher with his/her first complete paycheck no later than the second Friday worked in September. For those teachers selecting a salary payment option that will be payable within the 10 month school year, their last complete paycheck shall be paid no later than the last day of actual employment in the school year.

9. Longevity:

Longevity steps shall be paid after the appropriate number of years of service in the district as listed below:

	<u>2012-13</u>	<u>2013-14</u>
After 5 yrs.	\$926	\$945
After 10 yrs.	\$926	\$945
After 15 yrs.	\$926	\$945
After 20 yrs.	\$926	\$945
After 25 yrs.	\$926	\$945
After 30 yrs.	\$926	\$945

(Approved unpaid leave does not result in the individual forsaking their previous accumulated service toward the number of years required for longevity step, but the time spent on an unpaid leave does not add to the previous accumulated service. Paid sabbatical leaves do not interrupt the accumulation of service.)

- 10. New teachers employed and placed on the payroll on or before the beginning of the second semester in any given school year will be advanced to the next step of the salary schedule at the beginning of the following school year. Those teachers placed on the payroll after the beginning of the second semester will remain on the same step the following school year.

11. Salary computation if teacher serves less than ten (10) months. (Salary for a calendar month):
  - a. Salary for a calendar month will be 1/10th the annual salary rate in effect at that time including credit for graduate course hours approved as of the date of last day worked.
  - b. A calendar month containing more than twenty (20) workdays will be treated as a full month if the teacher works or is on approved absence for at least twenty (20) days in the month.
  - c. The teacher is obligated and is expected to teach all scheduled days in the month, however.

## **ARTICLE VII**

### **Teacher Evaluation**

- A. Board Policy Considerations - The stated Board Policy on the evaluation of professional staff members will be based on the following considerations:
  1. An APPR Committee will be created to review and revise the current teacher evaluation contained in Article VII of this agreement. The APPR Committee will be comprised of four teachers to be appointed by the PCSTA President, the PCSTA President, four administrators appointed by the Superintendent, and the Superintendent or designee.
  2. The purpose of teacher evaluation is to obtain the improvement of instruction and to encourage the growth of professional attitude and responsibility on the part of the faculty member. The most vital part of the procedure is the sharing of ideas for the teacher's improvement and success. This mutual interchange of ideas results in benefits to teachers and pupils.
  3. If a teacher is not performing satisfactorily, he or she should be given assistance by supervisors and principals to help improve his or her teaching.
  4. The impetus for correcting and alleviating teachers' weaknesses will be a responsibility of both the teacher and administrator. A teacher in his or her pre-tenure years in the district will be periodically evaluated and such weaknesses as he or she may have will be thoroughly discussed with him or her by the evaluator. At the end of each subsequent year, the likelihood of his or her being retained will be discussed with him or her. If such is the case, continuation into the last year of probation will occur with the thorough knowledge of his or her weaknesses and the progress of improvement expected before tenure will be considered.
  5. Teachers shall be evaluated by personnel qualified by training and experience to do so.

6. All teachers shall participate in the formal observation process. No observation of either type shall take place after June 1 of each school year.
7. All probationary teachers shall be visited for the purpose of written formal observations at least three times during the year, once on or before each of the following dates: November 1, April 30 and June 1.
8. The approved district evaluation forms will be signed by both the evaluator and the teacher. The teacher's signature on the forms shall not necessarily constitute agreement with the evaluation.
9. Any proposed changes to the format of the evaluation form will be presented to the APPR committee for review and consideration.
10. All teacher committees will be on a voluntary basis.
11. A pre-conference meeting shall be held prior to a scheduled observation. Every effort will be made to conduct the pre-conference at least one week prior of the formal observation. The use of the pre-observation form is optional.
12. Each observation for the purpose of a formal written observation will be followed within two weeks by a post-conference with the evaluator. This post-conference, which should be conducted in a spirit of friendly cooperation, is the most important step of the evaluation procedure. If it is slighted by the evaluator, or taken lightly or defensively by the teacher, the most hopeful part of the evaluation procedure will be lost. This point cannot be over emphasized.
13. The formal processes for professional staff evaluation are specified in this Article.

The parties agree to re-open negotiations for the purpose of compliance with the New York State Education Department's guidelines concerning the implementation of the new APPR requirements specified in §3012-c of the Laws of New York (Education) and §100.2(o) of the Regulations of the Commissioner of Education.

B. Coaching and Extracurricular Evaluations

1. After the formal evaluation of a coach or extracurricular activity advisor (visit and conferencing) to be completed prior to the conclusion of the activity/sport, the coach/advisor shall sign the composite form (completed within three weeks after the activity has ended) to indicate he or she has seen it. The signature in no way is to be construed as concurrence or approval with the contents of the evaluation. One copy of the composite shall remain in the evaluator's file, the second copy shall be forwarded to the Superintendent of Schools to be placed in a folder separate from the official teacher's file, and the third copy will be given to the coach/advisor.

2. The impetus for correcting and alleviating coaches'/advisors' weaknesses will be a responsibility of both the coach/advisor and the administrator. A coach/advisor will be seasonally evaluated and such weaknesses as he or she may have will be placed in writing and thoroughly discussed with him or her by the evaluator. Prior to the termination of any coach/advisor, the District shall provide sufficient opportunity to correct such identified deficiency(ies), except in cases violating relevant State Law and or Commissioner of Education's regulations.

Formal Procedures for Teacher Evaluation  
*Sections (C) – (F)*

- C. Definition of the Evaluative Criteria - All professional staff members will be informed of the criteria on which their teaching is being evaluated at the beginning of the year. The following should be helpful in understanding the criteria of evaluation.

New York Teaching Standards

1. The professional performance review plan for teachers is based on the New York State Teaching Standards. These, therefore, are the criteria that will be used to evaluate teachers:
  - a. Knowledge of Students and Student Learning: Teachers acquire knowledge of each student, and demonstrate knowledge of student development and learning to promote achievement for all students.
  - b. Knowledge of Content and Instructional Planning: Teachers know the content they are responsible for teaching, and plan instruction that ensures growth and achievement for all students.
  - c. Instructional Practice: Teachers implement instruction that engages and challenges all students to meet or exceed the learning standards.
  - d. Learning Environment: Teachers work with all students to create a dynamic learning environment that supports achievement and growth.
  - e. Assessment for Student Learning: Teachers use multiple measures to assess and document student growth, evaluate instructional effectiveness, and modify instruction. This includes assessment techniques based on appropriate learning standards designed to measure students' progress in learning and that he or she successfully utilizes analysis of available student performance data (for example: State test results, student work, school-developed assessments, teacher-developed assessments, etc.) and other relevant information (for example: documented health or nutrition needs, or other student characteristics affecting learning) when providing instruction.

- f. Professional Responsibilities and Collaboration: Teachers demonstrate professional responsibility and engage relevant stakeholders to maximize student growth, development, and learning. This includes the development of effective collaborative relationships with students, parents or caregivers, as needed and appropriate support personnel to meet the learning needs of students.
- g. Professional Growth: Teachers set informed goals and strive for continuous professional growth.

#### Formal Procedures for Teacher Evaluation

- D. Process for Non-Tenured Teachers. The focus of the process for non-tenured teachers is to provide an opportunity for teachers to increase the effectiveness of their classroom techniques, improve their instruction, and enhance their personal and professional growth. It is also an opportunity to provide a process for administrators to determine tenure in an environment that encourages mutual trust and respect. Process Steps:
  - 1. At least three observations will be conducted by a trained evaluator each school year. Of these, one observation will be unannounced.
  - 2. All Teaching Standards as outlined in the NYSUT Teaching Practice Rubric will be evaluated over the course of a school year.
- E. Process for Tenured Teachers. The focus of the process for tenured teachers is to provide opportunities for continuous growth in an environment that encourages collaboration among colleagues and is based upon mutual trust, respect, and personal and professional judgment. Tenured teachers will be evaluated every year and will be required to have at least two observations every school year. Process Steps:
  - 1. At least two observations will be conducted by a trained evaluator each school year. Of these, one observation will be unannounced.
  - 2. All Teaching Standards as outlined in the NYSUT Teaching Practice Rubric will be evaluated over the course of a school year.
- F. Supportive Supervision Process (Teacher Improvement Plan)
  - 1. The focus of the supportive supervision process is to provide intensive support and remediation to any teacher identified as having serious problems in the classroom. The supportive supervision process may be initiated by either an administrator or the staff member. Using a collaborative process, the teacher and administrator will

mutually determine specific skills for remediation. Non-tenured and tenured teachers receiving an overall composite rating of ineffective or developing will be placed on supportive supervision in the subsequent school year.

2. The supportive supervision process will be a two-tiered process. The primary and initial focus of this process will be on growth. The informal process will consist of a series of observations and feedback. During this time, the administrator's main focus will be on correction. Data collected at this time will not be used to deny tenure or make a recommendation for dismissal. Data collected during the informal process will not be placed in a personnel file. Should improvement not be noted during this time, the process may move to the formal level. During the formal level, observations and feedback may lead to a recommendation for dismissal or denial of tenure.
3. Process Steps:
  - a. Upon identification of a need for remediation, a letter will be sent to the teacher indicating the need to initiate the supportive supervision process. A support team will be formed by the administrator and teacher. The makeup of the support team will be as outlined on the informal and formal form. Teachers rated ineffective or developing will be notified by September 1st of the need to initiate the supportive supervision process.
  - b. Within two (2) weeks, the teacher and the assigned administrator, and support team will meet to mutually determine the specific skills in need of remediation and the order in which they will be addressed. At this time, criteria that will be used for assessment will be determined. Teachers rated ineffective or developing will have a supportive improvement plan implemented no later than 10 days from the opening of classes of the subsequent school year of the received rating.
  - c. An implementation plan will also be developed at that time and will include:
    - i. specific skills to be exhibited during observations. (No more than three skills at a time)
    - ii. specific strategies to address development of each skill (this might include the assignment of a mentor or departmental team for support, readings, observations of peers, etc.).
    - iii. a timeline established by the support team.
  - d. Post conferences should occur immediately following each observation to advise, actively listen and provide support and assistance, or problem-solve rele-

vant to the skill being addressed and the data gathered during the observation. The support team will convene for any post-conferences.

- e. At the end of the informal process a recommendation will be made to continue at the same level of the process, move to the formal process, or remove from the supportive supervision process.
  
- f. If the decision is to move to the formal process of supportive supervision, the teacher will be advised by written notification that any documentation generated in the procedure may be used to support the beginning of dismissal proceedings or to deny tenure.
  
- g. An implementation plan for the formal level of supportive supervision will be developed and will include:
  - i. Specific skills to be exhibited during observations. (No more than three skills at a time)
  - ii. Specific strategies to address development of each skill.
  - iii. Scheduled observations and conferences by support team members.
  
- h. At the end of the formal process, a summative evaluation, in narrative form, will be written by the support team and shared with the teacher. The evaluation will address the improvement or lack of improvement in the classroom. A recommendation at this time will be made to continue at the same level of the process, remove from the supportive supervision process, or begin dismissal proceedings.

## **ARTICLE VIII**

### **Professional Improvement**

- A. The Board of Education and the P.C.S.T.A. agree that advanced professional study, in-service training, visiting days, and participation in study councils and seminars are integral parts of each teacher's professional improvement.

The parties shall encourage the utilization of the visiting day privilege when it will introduce the visitor to innovation, experimentation, or professional knowledge or skills which will serve to further his professional competence and/or professional competence of the department which he represents.

B. Conference Policy - Since it is educationally wise to keep abreast of trends and ideas in education, and to be active participants in educational organization, educational workshops and conferences should be utilized and supported by the Phoenix Central School. The following conditions shall be observed (general conditions):

1. Paid attendance must fall within the budget allocation for the department, grade level, or teacher.
2. Formal request for permission to attend will be submitted to the building administrator in writing at least two (2) weeks prior to the conference.
3. Permission to attend will be granted, or denied, by the Superintendent of Schools and the Board. The applicant will be notified in writing of the action taken in regard to this request:
  - a. Personnel to attend State and National Conference will be set up in the summer or early fall insofar as it is generally possible.
  - b. The number of persons to attend any one conference will be initially determined by the building administrator and the Superintendent upon consideration of the value of the conference program to the improvement of the local instruction program and the availability of suitable substitute teachers. It is understood that Board approval is required for attendance by more than one teacher at any single conference.
  - c. In cases where it is deemed that a teacher's attendance at a specific conference would be of benefit to the District, the building administrator and Superintendent may grant that teacher permission to attend that conference at the teacher's own expense or with only a part of his expense paid by the District providing all other considerations have been met.
4. Upon request, a written report of the conference shall be submitted to the building administrator with a copy to the Chief School Administrator.
5. Notice to be given to the Board of those attending conference.
6. Officers and/or participating program members will be allowed to attend when expenses are paid by the State/National organization. Otherwise, the preceding conditions apply. For workshops (state, county, college, area), the enumerated general conditions, other than Article VIII (B)(6), will apply.

C. In-service Credit - Recognizing the need for in-service training courses and workshops, the following provisions will pertain to such courses.

1. Recommendations and plans for in-service training programs and in-service workshops may be presented to the Superintendent of Schools. There shall be a joint planning committee for in-service workshops and in-service training programs composed of an equal number of members appointed by the Superintendent of

Schools and the Phoenix Central School Teachers' Association. The functions of this committee are to prepare plans for the implementation of all approved in-service training courses and workshops. There will be no remuneration or released time for service on this committee.

2. Upon acceptance of such recommendations and plans by the Superintendent and the Board of Education, the planning and implementing of such in-service courses will be based on the following guidelines:
    - a. For each ten (10) hours of in-service training or workshops received in programs approved by the Board of Education, each participant shall be credited with one (1) hour of salary credit on the appropriate BA or MA salary schedule. (In-service hours shall not be paid for beyond the maximum graduate hours paid for by the school district except where the Superintendent grants approval for the teacher to take the course.)
    - b. No in-service credit will be offered for any programs occurring during the regular school hours\* or during the school days\*\* that staff members are being compensated for by their regular salary. No in-service credit will be offered for any person enrolling in the same or equivalent program more than once. (\*Regular school hours as specified in administrative handbook. \*\*School days as specified in negotiated agreement.)
    - c. Every effort will be made to announce in-service programs so they do not conflict with other programs.
  3. Attendance at all in-service workshops will be voluntary.
  4. Notification of approved in-service workshops and in-service training programs will be made as early as possible with every effort made to announce fall workshops by the end of the school year and spring workshops by the end of October.
  5. Unit members who teach staff development and/or in-service courses shall be paid for each hour of preparation and instruction at the same hourly rate as homebound instruction (Article VI (H)). Preparation hours for this instruction will be paid, not to exceed one hour per class section.
  6. In-service programs held during regular school hours on regular school days shall be jointly planned by a committee of teachers, appointed by the President of the Association, and administrators appointed by the Superintendent of Schools. The committee will be under the direction of the Assistant Superintendent for Instruction.
- D. Curriculum Projects approved by the District may be conducted during the summer vacation, at the end of the teacher workday during the school year, or on a released time basis during the teacher workday during the school year, if approved by the Superintendent.

- E. The parties will implement the Phoenix School District Mentoring Program as established by the Mentor Program Developing Committee. The Mentor Program will be reviewed annually by the parties in accordance with Commissioner’s Regulations 100.2. District approved mentor training conducted outside the regular work day/year will be compensated at the staff development rate as per Article VI (I). Each mentor will receive an annual stipend of \$848.00.

## **ARTICLE IX**

### **Insurance Protection**

A. Health, Life, Accidental Death, Dismemberment, Disability and Dental Insurance

1. Premium Contributions – Effective January 1, 2010, the District will carry the Excellus Classic Blue Regionwide health insurance plan as offered through the Central New York Health Insurance Trust. For the duration of this contract, the District will pay a percentage of the premiums of the Health Insurance Plan according to the following schedule:

2012-2014	91%
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2. Three-Tier Prescription Drug Plan - The prescription portion of the District provided health insurance plan shall be the \$5/\$15/\$30 (30 day retail) and \$10/\$30/\$60 (90 day mail-order) plan as offered by Excellus Blue Cross Blue Shield through the Cooperative Health Insurance Fund of Central New York. The plan shall be an “open formulary” plan that shall not include a provision requiring “prior authorization” or “step therapy”.
3. Coverage - Bargaining unit members working the normal ten (10) month school year shall be entitled to twelve (12) months of health, dental, disability and life insurance coverage regardless of the termination date of employment. (This is to ensure that those employees terminated effective at the end of the school year are entitled to insurance coverage over the summer.)
4. Term Life Insurance and Accidental Death and Dismemberment Policy - The Board will pay 100% of the premiums for each individual bargaining unit member for an \$8,000 term life insurance and accidental death and dismemberment policy.
5. Vision Plan - The Board will pay 100% of the premiums for a Basic Vision Plan to be mutually selected by the parties.
6. Disability Insurance - The Board agrees to increase the maximum monthly benefit available for disability insurance up to \$5,000. In addition, the Board will pay 75% of the premiums of those unit members electing to participate in the disability insurance policy as approved.

7. Dental Plan - The Phoenix Central School District shall continue to provide a self-funded dental benefit program under the terms identified below.
  - a. The plan shall be administered by EBS/RMSCO, a local Third Party Administrator (TPA). Should the District or the Faculty Association wish to change administrators, the parties will meet and, through consensus, determine what changes need to be made.
  - b. All laws and regulations pertaining to dental insurance shall be adhered to by the TPA.
  - c. The District shall maintain sufficient funds in a dedicated account to pay all claims incurred under the dental benefit program.
  - d. The dental benefit design shall be duplicated by EBS/RMSCO with an enhanced Prime Blue 31 Schedule of Allowances, unless altered in a signed memorandum of agreement.
  - e. The Parties anticipate EBS periodically updating the Schedule 31 Fee Schedule. Should EBS discontinue updates, the parties will meet to mutually agree on how the fee schedule will be amended.
  - f. The District will notify the Association President by January 1, 2009 of any negative changes between the existing Excellus network compared to the EBS/RMSCO network.
  - g. All bargaining unit employees will be issued a copy of the group dental plan document.
  - h. The District will provide to the Association President all the supporting documentation necessary to make any changes in the premium equivalency rates. Such documentation shall include the TPA's recommendation, utilization records supporting the history of claims and any other information pertinent to the rate setting process. The District and PCSTA Insurance Committee representatives will meet prior to August 15th of each year to review documents and TPA recommendations to mutually establish, through consensus, the premium equivalency rates for the following year.
  - i. The Insurance Committee will meet as necessary to adjudicate employee appeals and resolve any other issues which may develop in the course of administering the dental plan. It is understood that initially, all Level 1 appeals must be made directly to the TPA as part of its administrative role. Level 2 appeals for unresolved occurrences must be directed to the Insurance committee through a formalized process.

- j. Contributions made by the district per each participating member of this unit toward the dental plan will remain as outlined in the current collective bargaining agreement. \$250 for Individual and \$550 for family coverage.
- k. The District shall hold dental insurance funds in a separate account designated as such. Any remaining balances shall remain in such fund for the purposes of dental insurance.

8. HMO Plan - The Board agrees to offer an HMO Health Care Plan.

B. Retirement Benefits - "Retirement System" referenced in the contract refers to either the New York State Teachers Retirement System (TRS) or the New York State Employees Retirement System (ERS) whichever is applicable. To be eligible for retirement benefits under the contract, the employee must file for and be eligible for retirement under the applicable Retirement System. (*Note:* This section is applicable only to teachers and nurses unless otherwise specifically referenced in the contract.)

1. Basic Benefits

- a. Retirement Incentive - When an employee first becomes eligible for retirement under the Retirement System without any diminution of benefits, and provides notice to the district in accordance with Article IX (B)(4) and retires in their first year of eligibility, the employee will be entitled to an incentive of \$1,000.00 per year of service in the District. First eligibility shall be interpreted as up until one full year (365 days) minus one day after becoming first eligible under the appropriate retirement system. If an employee is eligible to retire under the Retirement System without any diminution of benefits and retires after their first year of eligibility, the employee will be entitled to an incentive of \$300 per year of service in the District. (No minimum district service required). Years of service will include years worked as an appointed part-time employee on a prorated basis as described in Article 1. B.
- b. Sick Day Conversion - When an Employee retires from the District, regardless of years of service and regardless of their Retirement System eligibility, the employee will be entitled to convert his/her accumulated unused sick days at \$75.00 per day. Maximum days paid at retirement will be 320 days.

2. Benefits for twenty (20) or more years of District service

- a. Retiree Health Insurance - When an employee becomes eligible for retirement under the Retirement System without any diminution of benefits, and has a minimum of 20 years of service in the District, the employee will be entitled to continue participation in the District's Health Insurance Plan up until Medicare eligibility. The contribution from the District will be 90% toward either the individual or family plan. This rate will be guaranteed throughout their retired eligibility period. If an employee has at least 20 years of service in

the District, and is eligible under the Retirement System to retire with diminished benefits, the employee will be entitled to continue participation in the District's Health Insurance plan up until Medicare eligibility. The contribution from the District will be 40% toward their individual or family plan.

- b. Medicare Coverage - Employees with 20 or more years of service to the District, and provides notice to the District in accordance with Article IX (B)(4) will receive a District contribution of \$6,500 into a 403(b) account upon retirement to help defray the cost of Medicare Part B.
  3. Benefits for less than twenty (20) years of District service - In lieu of the Basic Benefits outlined in Article IX (B)(1) above, Bargaining unit members who are eligible to retire under the Retirement System and retire from the District with less than 20 years of service in the District may opt to receive \$220.00 per day of accumulated unused sick/family illness leave to a maximum of 320 days.
  4. Retirement Notice - Employees who plan to retire between June 30<sup>th</sup> and December 31<sup>st</sup> must provide notice to the District by March 1<sup>st</sup> of that year. Employees who plan to retire between January 1<sup>st</sup> and June 29<sup>th</sup> must provide notice to the District by October 1<sup>st</sup> of the preceding year.
  5. Retirement 403(b) Contributions - Any payment to an employee pursuant to the above retirement provisions will be deposited into a 403(b) account, selected by the employee from a list of available accounts. If the amount owed to the employee exceeds the amount allowable under law for contribution into a 403(b) account, then the District will contribute the maximum allowable each year until the balance is exhausted.
- C. Spouse Benefits – If the retiree dies or the spouse has not reached Medicare Eligibility, the spouse will be eligible to purchase District's Health Insurance Plan at full cost (no cost to the District) until becoming Medicare Eligible.
- D. Insurance Committees
1. The PCSTA will agree to continue to activate the district insurance committee to look at possible alternatives to the current health and dental plans. Any conclusions drawn by the committee must be presented to the membership of the PCSTA for the right of approval. If approval is granted for a change in policies, the contract will be amended to reflect the change.
  2. The PCSTA will agree to activate the district insurance committee to look at the addition of a "Medicare Supplement" Insurance policy, for members ages 65 and older. Any conclusions drawn by the committee must be presented to the membership of the PCSTA for the right of approval. If approval is granted to include an additional policy, the contract will be amended to reflect the change.

## **ARTICLE X**

### **Payroll Deductions**

- A. Employees of the Phoenix Central School District shall be permitted to use a payroll deduction program for each of the following with the procedures and administration of same set by the Board of Education.
1. Premiums for District sponsored insurance program for dependents.
  2. Phoenix Central Schools Employees' Federal Credit Union (Empower).
  3. Five percent (5%) Take Home Option - If a teacher desires to maintain his personal contribution of five percent (5%) to the State Retirement Fund, said amount shall be deducted from pay and forwarded to State Fund. The same holds true for the eight percent (8%) Take Home Option.
  4. Regular Association dues for the Phoenix Central Schools Teachers' Association shall be deducted either from one (1) pay, ten (10) pays, or twenty (20) pays at the employee's option, or as per procedures mutually determined by the Phoenix Central School Teachers' Association Treasurer and the Business Administrator.
  5. NYSUT Benefit Trust and Vote Cope.
  6. Flexible spending accounts shall be established providing for childcare, health insurance premiums, deductibles, co-payments, etc. The parties shall mutually determine the provider as soon as possible after execution of this agreement and shall implement the plan as soon as possible after the selection of the provider.

## **ARTICLE XI**

### **Transfers, Vacancies, and Promotions**

- A. Teacher Assignments:
1. Teachers shall be notified in writing of any changes in their programs for the ensuing school year or ensuing semester, including the schools to which they will be assigned, the grades and/or subject that they will have, as soon as practicable, and under normal circumstances not later than June 1 for changes between years and December 1 for changes between semesters. Of course, such circumstances as sickness or resignations may necessitate changes to meet the situation.
  2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with the regulations of the State Board of Education and for good cause, to subject and/or grades or other classes outside the scope of their teaching certification and/or their major or minor fields of study.

3. Teachers desiring a change of assignment should make this fact known simultaneously to the Superintendent of Schools and the Principal of the school in which the teacher is currently serving. Said request for change of assignment should be made in writing and should state reasons for wishing to make the change. Such letters may be submitted at any time; however, when change is desired for the beginning of a school year, the letter should be submitted at the beginning of January. The Superintendent of Schools should reply to this request within thirty (30) days. The term "change in assignments" shall include change from grade level to grade level as well as building-to-building.
4. Teachers being transferred by the District, and not on the basis of a request by the subject teacher, shall be given within thirty (30) days of such transfer, a notice. The teacher shall be made aware in writing of the relevant circumstances involved in the change in assignment.

B. Publishing Vacancies Within the District:

1. Information relative to the vacancies (administrative, regular faculty, specialists, etc.), caused by death, retirement, discharge, or by the creation of a new position in the District, will be posted in each building, setting forth the qualifications needed for said position, at the same time it is released to College Placement Offices.
2. Members of the professional staff who desire to apply for a vacancy shall file their applications in writing in the office of the Superintendent.

## **ARTICLE XII**

### **Teaching Hours, Class Load, and Class Size**

A. Teaching Hours:

1. Any change in teacher work schedule in terms of hours and number of nights teachers are required to return to school will be on voluntary basis by the staff. Teachers will be required to attend one (1) Open House per school year that will not exceed 90 minute participation. The District may require teachers to be available for Parent Conferences up to four (4) evenings per year. Compensatory time will be given. (The workday shall not exceed 7 1/2 hours.) Teachers with no scheduled conferences may be excused by the building principal.
2. The workday of Social Workers shall be eight (8) continuous hours of employment scheduled at the direction of the Director of Pupil Personnel Services/Special Education.

B. Class Load, Class Size - Class load and class size shall be guided by the following:

1. Elementary
  - a. The Board of Education will make all efforts to maintain class size and class loads within the limits of sound educational practices.
  - b. Elementary classroom teachers shall not be required to remain in the classroom while a special teacher is instructing except for a few minutes at the beginning and end of each lesson.
  - c. All elementary school teachers shall, in addition to their lunch period, have at least 250 minutes of preparatory time each week, inclusive of at least thirty (30) continuous minutes each day, during which they shall not be assigned to any other duties.
2. Secondary
  - a. Every effort shall be made so that special area teachers (laboratory, shop, home economics, etc.) shall have a guideline of 18-22 pupils in a class unless a qualified aide assists the teacher and the physical facility permits more pupils. The total load should not exceed 110 pupils.
  - b. All secondary school teachers, and all social workers shall, in addition to their lunch period, have at least one preparatory period each day, during which they shall not be assigned to any other duties.
- C. Rotation of Non-Teaching Duties - Non-teaching duties shall be rotated among the members of the teaching staff and may include but not be limited to the following:
  1. Bus Supervision
  2. Cafeteria Duty
  3. Non-paid chaperoning and/or supervision of social events
  4. Corridor Supervision
  5. Graduation Duty
- D. Every effort shall be made by the building principals to provide sufficient duty free time to accomplish the preparation of I.E.P.'s and for meeting with parents.
- E. Block Scheduling
  1. The PCSTA and District enter into this trial of block scheduling with the belief that Block scheduling will help to maximize student achievement by creating a better climate for learning, allowing for more academic support, and reducing student discipline problems. It is not the intent of the District to utilize block

scheduling in order to increase class loads or class sizes. Current (1997-98) JCB and (2001-2002) EJD scheduling practices will be honored in the block schedule process. Should conditions make it necessary to deviate from current practices, the JCB instructional staff (PCSTA members, principal and vice-principal) and/or the EJD instructional staff (PCSTA members, principal and vice-principal) will have the right to vote whether to continue with block scheduling or return to the traditional schedule.

2. JCB and EJD will each adopt an alternating-day block schedule in which each block will meet every other day.
3. A block shall be defined as an instructional period not to exceed 84 continuous minutes. A split block shall be defined as an instructional period not exceeding 84 minutes, interrupted by a lunch break. A half block shall be defined as an instructional period equal to half the number of minutes in a block.
4. Teachers will be provided with one full block of planning/preparation time each day, during which they will not be assigned to any other duties.
5. Teachers shall not be assigned to more than 2 ½ continuous instructional/duty blocks on any day unless the teacher willingly volunteers to do 3 continuous blocks. If it remains necessary to schedule some EJD teachers with back-to-back planning and study halls during the first and second blocks of the day, even if only every other day, this schedule will be rotated among all grade levels and special areas at EJD from year to year.
6. Teachers of science courses with labs will be able to schedule up to one half of one block in each four-day cycle as student study time. Teachers will have flexibility as to scheduling what day in each cycle will include this study time. Teachers will have flexibility to use this time as instructional time when they deem it appropriate.
7. Save Harmless Clause: Any existing contract provision not explicitly amended, negated or overruled by this memorandum will remain in full force and effect.
8. EJD
  - a. In 2003-04, the school day at EJD will be structured in an alternating day block schedule format, with a “common time” for all students and teachers scheduled between 7<sup>th</sup> and 8<sup>th</sup> periods. “Common time” will not exceed 28 minutes; will be a non-teaching (duty) period; will count as one “duty” over a day period, and; will be a time for students to meet with staff to review lessons missed, make-up work, get additional help, etc.
  - b. This is to be seen as a one-year trial schedule and it will not be continued after June 2004 without majority approval of all teaching staff at EJD. This schedule can also be discontinued at the district’s discretion. This schedule shall not be used to establish precedent for the number of daily teacher assignments (instructional and/or supervisory) considered acceptable under the

contract. A two-day teacher load shall not exceed ten (10) teaching periods and two (2) supervisory periods. (Those teachers not participating in common time shall not exceed twelve (12) teaching periods over a two (2) day period.)

### **ARTICLE XIII**

#### **Teacher Aides**

- A. It is proposed that through the implementation of teacher aides more constructive and worthwhile usage of teacher time can be attained.
- B. Teacher aides will be utilized in each school in the Phoenix Central School District with number of aides, duties, etc., to be determined by the Board of Education after conferring with the administration.

### **ARTICLE XIV**

#### **Leaves**

##### **A. Paid Leaves**

###### **1. Sick Leave - Family Illness**

- a. The annual sick leave allotment shall be ten (10) days for ten month employees and eleven (11) days for eleven month employees. The employee's total annual allotment shall be available for the employee's use on the first day of each school year and shall be credited to employees on sick leave, temporary disability leave, or any other paid leave. These days can be used for illness of the employee or for illness in the employee's immediate family. The immediate supervisor shall be notified as soon as possible in cases of illness in the immediate family.
- b. Maximum number of sick days to accumulate shall be unlimited.
- c. Employees hired after the beginning of the school year would receive an allotment equivalent in days to the number of months left in said school year.
- d. Any employee leaving the District during the school year, either through termination or leave of absence without pay, shall, for that school year, be entitled only to a proportionate amount of sick leave. The proportionate amount of sick leave shall be dependent on the number of months the employee was actually employed in a paid capacity during the school year. It is understood that upon termination of the commencement of a leave of absence without pay, any employee who has used sick leave in excess of that to which he/she was entitled shall be obligated to repay the school district for such extra days.

###### **2. Sick Leave Bank**

- a. There shall be established a Sick Leave Bank to be available to all teachers and nurses as defined in the recognition statement in Article I of this agreement. There shall be a separate Sick Leave Bank established for

Teaching Assistants defined in Article XVIII. The intention of this Sick Leave Bank is to protect the members from financial burden due to major illness or injury. It is not intended to be a solution to the problem of the exhaustion of a member's sick days. (Note: for the provisions of this article, "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession.)

- b. This Bank shall be administered by a committee consisting of two teachers, appointed by the President of the Association, and two administrators, appointed by the Superintendent. This committee shall review, and pass upon, applications for additional sick leave days submitted by the members of the Bank. The decisions of this committee shall be final, binding and not subject to the Grievance Procedure set forth in this agreement.
- c. Each member of the staff covered by this agreement shall have the opportunity to elect to participate in the Sick Leave Bank by filing a signed authorization statement no later than October 1 of each year. A teacher who begins employment after September 1 will have 30 days from the beginning date of employment in which to sign such authorization.
- d. Each teacher who elects to participate in the Sick Leave Bank shall contribute one (1) day of accrued sick leave during each of their first two years of participation. After contributing two (2) days, a member need only sign indicating intention to remain a Sick Leave Bank member. In subsequent years of participation, a member shall donate one (1) day per year, only if the total number of days in the Sick Leave Bank falls below one hundred fifty (150).
- e. A member will not withdraw days from the Sick Leave Bank until his/her own accumulated sick leave is depleted. In any case, at least the first 30 days of serious illness or injury must be covered by the person's own accumulated sick leave or absence without pay.
- f. Concurrently with the submission of a written request for additional sick leave, the teacher shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or date of initial incapacitation. In addition, the member shall supply a written report stating the number of accumulated sick days they have remaining on the date the request is submitted and the number of additional sick days they are requesting. All such forms shall be submitted to the Superintendent, who shall, within five school days, call the Committee into session.
- g. A teacher may request any or all of the ninety (90) day maximum offered by the Sick Leave Bank. Necessary additional days up to ninety (90) may be requested when the original request is for less than the full amount.

h. Persons withdrawing from the Sick Leave Bank, retiring, or leaving the district must leave contributed days in the Sick Leave Bank.

i. In the event that the Committee cannot reach a decision, they shall confer with the Superintendent who shall cast the decisive vote based on all available information.

### 3. Personal Leave

a. There will be no deduction in pay for absences, not to exceed four (4) days in any one year because of leave for personal reasons as follows:

i. Personal matters shall be for business that cannot be conducted outside the working day. Teachers need only indicate the following reasons, but not limited to, for leave:

- Legal/Financial
- Medical/Dental
- Religious
- Ceremonies (graduation, weddings, college visitation, funerals)
- Moving of Household items

ii. May not be taken on the first or last day of school (unless approved by the Superintendent).

iii. May not be used the day before or the day after a holiday except as outlined in Article XIV. A. 3. v.

iv. One (1) of the four days may be without reason.

v. Personal leave can be used on days prior to or following a holiday or vacation period for a court appearance or other legal matter where the teacher is a party, marriage (s), religious, or other ceremonies, and for a significant immediate family ceremony or event (example: child's graduation). Upon provision of details (who, what, where, when, why) of one of the mentioned reasons to the Superintendent, such leave will be approved. No more than 5 members will be granted such leave around a given holiday or vacation.

vi. All personal leave must be requested at least three (3) working days in advance of the leave to ensure adequate substitute coverage, unless an emergency arises. In such emergencies, the building administrator will be notified as soon as possible.

- b. Employees hired after the beginning of the school year would receive a bank equivalent in days to the number of months left in said school year (one (1) day for each two (2) months up to the maximum of 4 days).
  - c. For those employees whose services are terminated or leave for any other purpose during any given school year, family illness-sick leave will be determined one (1) day per two (2) months for those months employed and personal business days will be determined by .8 day per two (2) months employed for that year.
  - d. Family Bereavement
    - i. Employees will be allowed up to five (5) days of absence without loss of pay on account of death in the immediate family. (Immediate family is understood to include a parent, grandparent, guardian, spouse, child, grandchild, sister, brother, mother-in-law, father-in-law, or others residing in household).
    - ii. One (1) day may be used for each instance involving other family members not mentioned in e.i.
  - e. Unused Personal Business days will be accredited at the end of the school year to an individual's Sick Leave.
  - f. An employee may be paid for certain other absences due to personal business provided that approval has been obtained from the Superintendent.
4. Temporary Disability Leave - Temporary Disability Leave will commence at a time when the employee is not capable of performing the duties required of the position. The school district retains the right to secure, at its expense, a medical opinion if a disagreement occurs as to the fitness of the employee to perform the duties required of the position. Return to employment is required at termination of the temporary disability. The District's financial obligation shall be limited to the amount of sick leave time accumulated by the employee at the time of the commencement of the leave or payment for time granted through the Sick Leave Bank.
  5. Visitation Day Leave - Teachers may be excused from their official duties at least one (1) day per year without loss of pay to visit other schools and classrooms with the approval of the building principal.
  6. Leave for Jury Duty
    - a. Since it is a responsibility of American citizenship to serve on a jury, this school system will not ask release from such duty for any employee.

- b. The school system will compensate for jury duty his daily wage less the amount compensated for by the county.
7. Sabbatical Leave - All professional personnel with seven (7) years of service in the Phoenix Central School District are eligible for one (1) sabbatical leave during their service in the Phoenix Central School District for the purpose of educational study, research and/or travel.
- a. Length of Leave - Sabbatical leave will be granted for one (1) year at half pay. Such recipient shall be paid at the regular pay periods during absence without restrictions on grants or fellowship awards. A sabbatical leave shall count as one (1) year of service for the purpose of retirement, salary schedule and seniority. Contributions by the District to health insurance, retirement, and other fringe benefits shall continue without interruption during the leave.
  - b. Number of Staff Members on Leave:
    - i. No more than one professional staff member shall be granted sabbatical leave per year for reasons of professional advancement in the area of administration.
    - ii. No more than one professional staff member shall be granted sabbatical leave per year for reasons of professional advancement in the area of curriculum currently teaching.
  - c. Application for Sabbatical Leave:
    - i. A teacher applying for a sabbatical leave will submit his/her request in writing prior to March 1st of the school year previous to the year for which leave is requested. The application must contain a detailed outline of the program of study, research, and/or travel.
    - ii. The Superintendent shall make a recommendation to the Board of Education, for final approval, of personnel to be granted a sabbatical leave.
  - d. Criteria for Selection - The granting of sabbatical leave will be based on the following criteria:
    - i. Contribution to the school system of the applicant.
    - ii. Benefit of the leave to the teacher.
    - iii. Seniority.
    - iv. Order of application.
  - e. Guarantee of Future Service - A professional employee who takes a sabbatical leave shall not voluntarily terminate his/her employment at Phoenix Central School for a one (1) year period following the expiration of such leave. In the event the individual voluntarily leaves before the one (1) year period, he/she must repay the District for the salary received during the sabbatical leave.

B. Unpaid Leaves Without Benefits

1. Extended Child Bearing and/or Child Rearing Leave

- a. Leaves of absence will be approved for a period not to exceed two years with return to duty to commence at the start of a semester. Salary and benefits cease during this leave.
- b. Teachers who wish to convert from a paid temporary disability leave to an unpaid, without benefits, extended leave will be allowed to do so provided that the conversion commences with the cessation of the disability. The school district retains the right to secure, at its own expense, a medical opinion if a disagreement occurs as to the cessation of the disability. Conversion to an unpaid extended leave shall not extend the combined temporary disability leave and extended unpaid leave to a period of more than two years.
- c. Teachers on unpaid or extended child bearing/rearing leave will notify the District within a minimum of 120 days before the leave expires of their intention to return or not.

2. Discretionary Leave - Leaves without pay and benefits shall be considered on an individual basis by the Superintendent. The granting of an unpaid discretionary leave shall be within the sole discretion of the Superintendent. Denial of such requests shall not be subject to the grievance-arbitration procedure.

- C. Leave for Military Service - Under Military Law (Sec. 243) all employees of a school district (whether service on probation, on tenure, or under contract) are entitled to leaves of absence while engaged in performance of military duty and must be reinstated after the termination of such military duty provided application is made for reinstatement within 90 days after termination of such military duty or at any time during terminal leave there from. Such employees may also be reinstated within one (1) year at the discretion of the Board of Education. Persons who voluntarily enlisted between January 1, 1947, and June 25, 1950, are excepted from this provision. The position of a teacher absent on military leave can be filled only by the appointment of a military substitute who acquires no rights to the position (Military Law 243).

## **ARTICLE XV**

### **Student Teachers**

It has become quite apparent that the schools will become increasingly involved in the matter of teacher training and preparation. Not only will the schools have the responsibility for refining the skills of the graduate teacher, but also, the obligation to provide the opportunity for student teachers to put their theory and methods to practical use. With this in mind, the school has a clear responsibility - that of providing the physical facilities under which the student teacher can actually teach. The cooperating teacher and the student teacher have definite responsibilities one to the other if the student teacher experience is to be valuable and meaningful.

A. Cooperating Teacher

1. Criteria for selection:

- a. Be willing to accept the responsibility of a student teacher.
- b. On tenure or three (3) years total teaching experience with two years in Phoenix Central School in the particular subject area.
- c. Recommended by the building principal.

2. Responsibility to:

- a. School - present an honest appraisal of the school system.
  - b. Student teacher - to provide adequate teaching experiences for the student teacher to be able to develop skills, techniques and attitudes necessary for successful teaching and to encourage the student teacher to participate in faculty activities.
  - c. Students - to insure that the quality of instruction remains constant with the goals of the school system.
  - d. Profession - install in the student teacher, by mood and actions, the proper attitude toward the teaching profession.
  - e. College - to familiarize himself/herself with the goals of the student teaching program of the participating institution.
3. Number of student teachers each year - At the discretion of the building principal and with the consent of the cooperating teacher but no more than two (2) student teachers in any one (1) year. Exceptions to this would require the approval of the Superintendent.
4. Utilization of student teacher - Adequate observation of and familiarization with the student teacher's readiness before allowing him/her to assume the responsibility of the full teaching load.

B. Student Teacher - Responsibility to:

1. Phoenix Central School - to assume his/her role as a member of the professional staff and be aware of the policies of the school system.
2. Student - to provide the students with the best possible instruction through proper preparation, planning and execution.

3. Co-op teacher - to work harmoniously with the cooperating teacher in order to provide an educational experience that will be valuable to the students and be willing to accept constructive criticism.
4. Profession - to develop those professional qualities that contribute to successful teaching and human relations.

C. School System

1. Provide student teachers with a list of available housing in the district.
2. Provide an orientation program for student teachers.
3. Conduct cooperating teacher-student teacher seminars involving all cooperating and student teachers.
4. Notify student teachers of all faculty functions.
5. Student teachers shall not be used as substitute teachers. In the case of an emergency, as defined by the building principal, (an unexpected situation occurring during the school day which causes an area normally supervised by a staff member to be left unsupervised, thus necessitating a temporary coverage of the class by a cooperating teacher until a substitute can be found) the student teacher will carry on with his/her assigned duties. When a cooperating teacher is absent, his/her student teacher may teach independently of the cooperating teacher provided that this procedure has been established in advance of the absence and meets with the approval of the building principal based upon input from the cooperating teacher, college supervisor and student teacher. The duration of this independent teaching will be based upon evidences of past successful classroom experiences of the student teacher.

**ARTICLE XVI**

**School Calendar, Orientation and Summer Workshops**

A. Professional School Calendar

1. Ten (10) Month Personnel (September 1 - June 30)  
Holidays and Special Days (Eleven (11) days)
 

a. Labor Day	g. New Year's Day
b. Columbus Day	h. Martin Luther King Day
c. Veterans' Day	i. Lincoln's Birthday or Washington's Birthday
d. Thanksgiving Day	j. Memorial Day
e. Thanksgiving (Friday)	k. Good Friday
f. Christmas	

2. Eleven (11) Month Personnel (July and August)
  - a. Holidays and Special Days (12 days).
  - b. Guidance Counselor and Social Worker calendar will be 210 days. The twenty-five (25) days in addition to the student calendar will be as follows:
    - i. Nineteen (19) working days (in addition to July 4) in July and August.
    - ii. The Tuesday after Labor Day
    - iii. Five (5) working days between Graduation Day and July 1.

3. Faculty Calendar

- a. The Faculty (except Guidance Counselor and Social Worker) calendar will be the student calendar plus one (1) day for orientation.
- b. If there are at least two unused snow days available on May 15th of any given year, two days shall be added to the Memorial Day Vacation. If only one snow day remains unused, then one day shall be added to the Memorial Day Vacation. This determination shall be made and announced by the Superintendent as early as feasible, but by no later than May 15th.
- c. During each of the last four (4) days of the school year, all elementary teachers will be provided one-half day of released time from their normal student instructional responsibilities in order to conduct their grading, record-keeping, and other year-ending responsibilities.

- B. Orientation Program

1. The Association and the Board will continue to improve and strengthen the orientation program.
2. The format for the orientation program for new teachers will be designed through a committee\* approach and will be forwarded to the Superintendent. [\* This Committee will consist of twelve (12) members and will include personnel from all areas (teachers, supervisors, principals, guidance, etc.) Six (6) members will be named by the Association Executive Committee and six (6) will be appointed by the Superintendent.]

- C. Teacher's Responsibilities and Obligations

1. To know the students, and participate, whenever possible, in student-centered activities.
2. To plan their work on a regular basis so as to be able to provide for the student a meaningful learning experience.

3. Every effort shall be made by the building principals to provide time for staff members to work in their rooms on Orientation Day in preparation for the new school year.

## **ARTICLE XVII**

### **Traveling Teachers**

The District will make every reasonable effort to lessen the responsibility of teachers of supervisory and non-teaching duties (e.g., bus, hall, cafeteria duties and homeroom) of teachers who travel from one building to another during the regular day and provide a 30 minute period between assignments for these teachers when changing buildings. However, each full-time secondary teacher will be expected to carry a full teaching load of five class periods and one supervisory period.

**ARTICLE XVIII**

**Teaching Assistants**

A. Teaching Assistants

1. Purpose - The purpose of creating the position of Teaching Assistant is to provide additional learning opportunities for children in the school district under the direction of the teaching staff and school administration.
2. Duties - Examples of the duties and responsibilities are outlined in the position guide for Teaching Assistants (Article XVIII (B)).
3. Work Day and Work Year
  - a. Teaching Assistants will work a seven hour day, not including a thirty minute lunch period. They will be paid on an annual basis computed upon a 10 month school calendar (the student calendar plus one (1) day for orientation). Half-time Assistants will work a 3 1/2 hour day.
  - b. Assistants will be expected to work with children as time allows (before, during and after school) or to conference with supervising teachers or building administrators.
  - c. A fifteen minute break will be provided both morning and afternoon at the discretion of the teacher/principal who is arranging the work schedule.

4. Salary

- a. Full-time Teaching Assistants will be paid at the following rates:

	<b><u>2012-13</u></b>	<b><u>2013-14</u></b>
Step 1	\$22,022	\$22,462
Step 2	\$22,458	\$22,907
Step 3	\$23,348	\$23,815

- b. Each Teaching Assistant entitled to an annual step movement shall receive such annual movement until he/she reaches the top of the schedule.
- c. Supervision, in-service, staff development work shall be at a rate of \$17.93 per hour in the 2012-13; and \$18.29 in 2013-14.

5. Longevity - The following longevity stipends will be paid, based on years of service in the district, from date of first hire (as Assistant or Aide).

	<u>2012-13</u>	<u>2013-14</u>
After 5 yrs.	\$709	\$723
After 10 yrs.	\$676	\$690
After 15 yrs.	\$676	\$690
After 20 yrs.	\$676	\$690
After 25 yrs.	\$742	\$757

6. Benefits

- a. For the duration of the contract, Teaching Assistants who elect medical and/or major medical coverage, the District will pay a premium contribution in accordance with Article IX (A) for full-time and a pro rata amount for part-time Teaching Assistants (Unless reduced as described in Article I.C).
- b. The prescription portion of the District provide health insurance plan shall be in accordance with Article IX (A)(2).
- c. Teaching Assistants shall be eligible to participate in the same dental plan as is offered to the Teachers. The District will pay \$250 annually of the premium for individual coverage and \$550 annually of the premium for family plan. Any premiums due above these amounts shall be paid by the enrolling employee.
- d. The District will provide disability insurance to all Teaching Assistants who choose to enroll and will pay for 75% of the premium costs for such plan.
- e. The District shall provide individual employee coverage in the same vision plan as is available to the Teachers.
- f. The District will provide \$8,000 in term life insurance with 100% of premiums being paid by the District.
- g. Teaching Assistants will receive ten (10) sick days per year. Unused Personal Days will convert to sick leave and may be accumulated as sick leave. The sick days can be used for illness of the employee or for family illness.
- h. Personal Days: Four (4) days, non-accumulative, for urgent personal business. One of these days may be used without reason, as per Article XIV (A)(3)(a).

- i. Teaching Assistants will receive five (5) days of bereavement leave as per Article XIV (A)(3)(d).
- j. Teaching Assistants shall be entitled to leave for Jury Duty as per Article XIV(A)(6).
- k. Teaching Assistants shall be eligible for the benefits involved in Flexible Spending Accounts as per Article X(6).

7. Teaching Assistant Sick Leave Bank

- a. There shall be established a Sick Leave Bank to be available to all para-professional certified personnel as defined in the recognition statement in Article I of this agreement. The intention of this Sick Leave Bank is to protect the members from the financial burden due to major illness or injury. It is not intended to be a solution to the problem of the exhaustion of a member's sick days. (Note: for the provisions of this article, "serious illness or injury" shall be defined as one that is generally regarded as such by those in the medical profession.)
- b. This Bank shall be administered by a committee consisting of two members of the Teaching Assistant unit appointed by the President of the Association, and two administrators, appointed by the Superintendent. This committee shall review, and pass upon, applications for additional sick leave days submitted by the members of the Bank. The decisions of this committee shall be final, binding and not subject to the Grievance Procedure set forth in this agreement.
- c. Each member of the Teaching Assistants covered by this agreement shall have the opportunity to elect to participate in the Sick Leave Bank by filing a signed authorization statement no later than October 1 of each year. A Teaching Assistant who begins employment after September 1 will have 30 days from the beginning date of employment in which to sign such authorization.
- d. Each Teaching Assistant who elects to participate in the Sick Leave Bank shall contribute one day of accrued sick leave during their first three years of participation. After contributing three (3) days, a Teaching Assistant need only sign indicating intention to remain a Sick Bank Member. In subsequent years of participation, a Teaching Assistant shall donate one (1) day per year only if the total number of days in the Sick Bank falls below 100 days.
- e. A member will not withdraw days from the Sick Leave Bank until his/her own accumulated sick leave is depleted. In any case, at least the first 30 days of serious illness or injury must be covered by the person's own accumulated sick leave or absence without pay.

- f. Concurrently with the submission of a written request for additional sick leave, the member shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work and the date of initial incapacitation. In addition, the member shall supply a written report stating the number of accumulated sick days they have remaining on the date the request is submitted, the number of days used prior to the request and the number of additional sick days they are requesting. All such forms shall be submitted to the Superintendent, who shall, within five school days, call the Committee into session.
  - g. The maximum allocation from the Bank to any one Teaching Assistant shall be 30 days with a possible extension of an additional 30 days under extraordinary circumstances. An additional request form with the physician's statement of illness or injury disability will be needed.
  - h. In the event that the Committee cannot reach a decision, they shall confer with the Superintendent who shall cast the decisive vote based on all available information.
  - i. Teaching Assistants withdrawing from the Sick Leave Bank, retiring, or leaving the District must leave contributed days in the Sick Leave Bank.
  - j. At the conclusion of the school year a committee appointed by the President of the PCSTA should reconvene to make adjustments to the plan.
8. Grievance Procedure - The attached grievance procedure will be used to resolve any misunderstandings that may arise between Teaching Assistants, other school employees, and the District.
  9. Qualification - Teaching Assistants will be expected to hold and maintain appropriate certification for this position title. Certification may be gained through BOCES or the New York State Education Department.
  10. Retirement Benefit – Teaching Assistants are entitled to the retirement benefits outlined below and not those listed in Article IX unless specifically referenced herein.
    - a. Accumulated sick days will have a cash value of \$95 per day that may be claimed at retirement.
    - b. Teaching Assistants who are eligible and file for retirement under the applicable Retirement System may be eligible for the Retirement Incentive in Article IX (B)(1)(a).
    - c. Any payment to a Teaching Assistant pursuant to the above retirement provisions will be deposited into a 403(b) account, selected by the employee from a list of available accounts. If the amount owed to the employee exceeds the amount allowable under law for contribution into a 403(b) account, then the District will contribute the maximum allowable each year until the balance is exhausted.

B. Position Guide

1. Broad Function

Under the overall supervision of the Superintendent of Schools, a Teaching Assistant reports directly to the school principal and teacher. The Teaching Assistant is expected to coordinate tasks with various specialists within the District. He/she is expected to work in harmony with the policies of the Board of Education, state laws and Commissioner's regulations.

2. Teaching Assistant Duties and Responsibilities:

- a. provides academic assistance to students.
- b. works with individual students and small groups.
- c. utilizes instructional plans developed by the teacher.
- d. meets with classroom teachers to review instructional activities.
- e. has knowledge of the subject matter being taught.
- f. gives input about students to appropriate staff members that will assist in developing an educational plan.
- g. helps develop appropriate materials.
- h. utilizes effective teaching techniques.
- i. exhibits effective classroom control.
- j. assists in student evaluation.
- k. assists the teacher in motivating reluctant learners.
- l. respects confidentiality of student information.
- m. performs other duties as assigned (within the realm of Teaching Assistant responsibilities).

3. Authority - The Teaching Assistant reports directly to the building principal and teachers but is responsible in an overall sense to the Superintendent of Schools. Responsibility for some tasks may be directed by other district administrators.

4. Measures of Accountability

- a. the degree to which the Teaching Assistant is prompt and reliable.
- b. the degree to which the Teaching Assistant works effectively and efficiently with children.
- c. the degree to which the Teaching Assistant interacts and works well with staff.

- d. the degree to which the Teaching Assistant carries out the teacher's instructional plans.
- e. the degree to which the Teaching Assistant contributes to the planning, instruction, classroom management and overall classroom operation.

5. Teaching Assistant Evaluation

- a. The evaluation of Teaching Assistants will be based on the following considerations:
  - i. The purpose of evaluation is to obtain the improvement of instruction and to encourage the growth of professional attitude and responsibility on the part of the staff member. The most vital part of the procedure is the sharing of ideas for the staff member's improvement and success. This mutual interchange of ideas results in benefits to staff and pupils.
  - ii. If a Teaching Assistant is not performing satisfactorily, he or she should be given assistance by supervisors and principals to help improve.
  - iii. The impetus for correcting and alleviating weaknesses will be a responsibility of both the assistant and administrator. An assistant will be periodically evaluated and such weaknesses as he or she may have will be thoroughly discussed with him or her by the evaluator. At the end of each subsequent year, the likelihood of his or her being retained will be discussed with him or her.
  - iv. Teaching assistants shall be evaluated only by personnel qualified by training and experience to do so.
  - v. Both the evaluator and the assistant will sign the approved district evaluation form. The assistant's signature on the form shall not necessarily constitute agreement with the evaluation.
  - vi. When the administration makes any changes in the format of the evaluation form, they will contact the Executive Board of the P.C.S.T.A. to review the proposed changes and discuss the rationale behind said changes.
  - vii. Committee membership will not be used as a criteria in evaluation. All committee service will be on a voluntary basis.
  - viii. Each observation for the purpose of formal written evaluation will be followed within two weeks by a conference with the evaluator. This conference, which should be conducted in a spirit of friendly cooperation, is the most important step of the evaluation procedure. If it is slighted by the evaluator, or taken lightly or defensively by the assistant, the most hopeful part of the evaluation procedure will be lost. This point cannot be over emphasized.

b. Formal Procedures for Teaching Assistant Evaluation

- i. Each teaching assistant will be visited for the purpose of evaluation at least once a year. Administrators will complete the evaluations of all teaching assistants in their respective buildings or within their responsibility areas, e.g. special education. Each teaching assistant shall be notified as to when his or her evaluation will be done. All evaluations will be done by January 31 of each school year.
- ii. The administrator will observe the teaching assistant in the classroom setting at least once prior to writing the evaluation. The administrator will then fill out the evaluation form and discuss it with the assistant. A teaching assistant who wishes to add his or her comments to the evaluation form may do so prior to signing.

c. Definition of the Evaluative Criteria

- i. Works Effectively with Children – A teaching assistant should maintain control, communicate effectively with students, understand students’ needs, be helpful and receptive to students, have the respect of students, and respect student rights and confidentiality.
- ii. Works Effectively with Teachers – A teaching assistant should contribute to the planning process, carry out teachers’ instructional plans, follow the directions of a classroom teacher, be able to adapt to each teacher’s style, maintain a task-oriented atmosphere and carry out tasks in a timely fashion.
- iii. Recognition and Acceptance of Responsibilities – A teaching assistant should consider him or herself a part of a larger unit than his or her own classroom. He or she should do his or her share in working for the general betterment of the school. This would include maintaining a positive attitude toward responsibilities, accepting responsibilities for special areas assigned, performing high quality work, showing initiative and being enthusiastic.
- iv. Professional Ethics – The teaching assistant should respect all members of the staff and conduct him or herself at all times in a professional manner.
- v. Professional Growth – This is evidenced when there is growth in subject matter knowledge, teaching skill and insight into educational problems. Receptiveness to constructive criticism and appreciation of the role of the school in serving the community are also important factors in professional growth.
- vi. Effective Communication – This includes enunciation, pronunciation, voice quality, volume and variety of tone. It also includes the correct use of both written and oral ability to speak on the level of the class comprehension.

vii. Dependability and Punctuality – This is evident when the teaching assistant performs his or her assigned tasks without being constantly checked or reminded. This includes the making of reports and the keeping of records. It includes a conscientious attitude toward all aspects of his or her position.

C. Grievance / Arbitration

1. Definition of Grievance - A grievance is a dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Article.
2. Procedure - For the raising and processing of a grievance:
  - a. Step 1 - Informal Stage - A grievance shall first be discussed orally by the grievant, with or without representation by the Association, and the immediate supervisor.
  - b. Step 2 - Formal Stage
    - i. Any grievance not resolved in Step 1 shall be reduced to writing, signed by the employee, and presented to the Chief School Administrator or his designee within thirty (30) days following the occurrence giving rise to the grievance. The written grievance must be signed together with a statement of the facts surrounding the grievance. If a grievance involves all members of the bargaining unit, the unit Association may file the written grievance.
    - ii. The Chief School Administrator or his designee will call a meeting of the parties within twenty (20) days of the date of presentation of the written grievance. The Unit president will be present at this meeting.
    - iii. Within ten (10) regular workdays after the meeting, the Chief School Administrator will render his decision in writing to the grievant with a copy to the Unit president.
  - c. Step 3 - Arbitration
    - i. If the grievance remains unresolved after the conclusion of Step 2, the Association may, within a time limit of twenty (20) calendar days after receipt of the Step 2 answer, submit the unresolved grievance in writing (copy to the Chief School Administrator) to a mutually agreed upon arbitrator, or, if none, to the American Arbitration Association.
    - ii. The arbitrator selected shall hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him.

- iii. The decision or award rendered by the designated arbitrator shall be advisory only and non-binding on the parties.
  - iv. The fees and expenses of the arbitrator will be shared equally by the Board and the Association.
  - v. The Association shall have the option of waiving the Step 3 advisory arbitration state, and proceed directly from Step 2 to Step 4.
- d. Step 4 - Appeal Stage - Within fifteen (15) school days after receipt of the arbitrator's recommendation, or after receipt of the Chief School Administrator's decision in Step 2, in the event that Step 3 advisory arbitration is waived, the Board will hold an executive session on the grievance. Within fifteen (15) school days after the session, the Board will issue the final decision on the grievance.

## **ARTICLE XIX**

### **Registered Nurses**

#### **A. Position Statement**

1. The Registered Nurse is employed by the Phoenix Central School District as a Registered School Nurse and hired under Civil Service in the non-competitive class. As such, the Registered Nurse is required as a condition of employment to become a member of the New York State Employees Retirement System. Also, the nurse will be required to have successfully completed the training and be certified as a Registered Nurse. In addition, the individual must possess and practice the highest standards of discretion, integrity, cooperation, loyalty, consideration and professional competence. Further, the nurse must be flexible in performance of tasks as decreed by the job outline, school district policy, state law and administrative directives. This position requires, as a condition of employment, the incumbent to have his/her own transportation for movement from school building to school building. Reimbursement for car expenses will be paid in the amount set down in district policy.
2. Regardless of additional training or certification held by the incumbent beyond that of Registered Nurse, the position will not be altered by such additional certificates and will exist solely as a Registered School Nurse position under Civil Service. This position is devoid of any assigned teaching responsibilities or other responsibility reserved exclusively under law for school nurse teachers. Hence, the individual bears no obligation for joining educationally or professionally oriented teacher groups or organizations.

3. The Registered Nurse and Licensed Practical Nurse will work a seven and one-half hour day, one-half hour being allotted for lunch. A period not to exceed fifteen minutes is to be set aside each morning and afternoon for relief periods. The Registered Nurse and Licensed Practical Nurse will be employed on a per diem basis for 186 days of each school year between September 1<sup>st</sup> and June 30<sup>th</sup>. The days the Registered Nurse will actually work are the days the students are scheduled to be in attendance as specified by the student school calendar, teacher orientation day, and such other days as approved by the Building Principal and the Director of Pupil Personnel Services as needed for record keeping, but not to exceed 186 days. The exception to this will be eleven paid holidays per work year as outlined below. In addition, there are ten sick leave days and five personal/family illness leave days per work year as outlined below. At such time as the nurse may be requested to work additionally, additional remuneration commensurate with the request will be paid.
4. The Licensed Practical Nurse (LPN) is to be hired under Civil Service in the non-competitive class. As such, the Licensed Practical Nurse is required as a condition of employment to become a member of the New York State Employees Retirement System. In addition, the individual must possess and practice the highest standards of discretion, integrity, cooperation, loyalty, consideration and professional competence. Further, the Licensed Practical Nurse must be flexible in performance of tasks as decreed by the job outline, school district policy, state law and administrative directives. This position may require, as a condition of employment, the incumbent to have his/her own transportation for movement from school building to school building. Reimbursement for car expenses will be paid in the amount set down in district policy.

B. Insurance Protection

1. For the duration of the contract, Registered Nurses and Licensed Practical Nurse who elect medical and/or major medical coverage, the District will pay a premium contribution in accordance with Article IX (A) for full-time and a pro rata amount for part-time Registered Nurses and LPN's (Unless reduced as described in Article I.C.).
2. The prescription portion of the District provide health insurance plan shall be in accordance with Article IX (A)(2).
3. The Board will pay 100% of the premiums on the approved \$10,000 term life insurance and accidental death and dismemberment policy.
4. The Board will pay 85% of the premiums each year for those nurses and LPN's electing to participate in the disability insurance policy as approved. The Board

will issue a monthly maximum allowance of \$5,000 in the present Long Term Disability policy.

5. The Board will pay \$300 for single and \$550 for family per participating member of this unit toward the BC/BS of Central New York Prime Blue group dental plan for the duration of the contract.
6. The District will pay 100% of the premiums for the same Vision Plan currently provided members of the teachers' bargaining unit.

C. Retirement Health Insurance - Registered nurses and LPN's will be entitled to the Retirement Benefits enumerated in Article IX (B).

D. Pre-Service And In-service Programs - It will be necessary for the school nurse to attend and participate in pre-service and regular in-service programs. If these sessions, through necessity, extend beyond regular school hours, the nurse will be commensurately reimbursed with either time and/or a salary allowance. Attendance at these sessions will be a condition of employment.

E. Remuneration And Benefits

1. Nurse Salary

	<u>Hourly Rate</u>	<u>Yearly Rate</u>
2012-2013	\$32.65	\$48,240.00
2013-2014	\$33.30	\$49,205.00

a. LPN Salary

	<u>Hourly Rate</u>	<u>Yearly Rate</u>
2012-2013	\$16.33	\$24,120.00
2013-2014	\$16.65	\$24,603.00`

The above charts are based on 7.5 hours per day and 197 days per year (186 work days plus 11 paid holidays).

2. Paid Holidays and Special Days - The district will grant a day off with a normal day's pay for any eleven legal holidays that occur during the regular work year and fall on days that students are not in regular sessions.

Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Lincoln's Birthday
Thanksgiving Friday	Washington's Birthday
Christmas Day	Memorial Day
	Good Friday

3. Longevity - Registered Nurses and LPN's will be entitled to a longevity bonus at the completion of ten (10) and twenty (20) years of service to the District.

	<u>2012-13</u>	<u>2013-14</u>
After 5 yrs.	\$1,017	\$1,038
After 10 yrs.	\$1,305	\$1,331
After 20 yrs.	\$1,305	\$1,331

4. Pay Schedule - Registered School Nurses and LPN's will have the opportunity to select a ten (10) month salary plan (21 payments), or a twelve (12) month (26 payments), payable throughout the calendar year with the vacation period checks mailed to their homes. The twenty-six (26) payment plan will coincide with the twelve (12) month employee's pay schedule determined by the district. Once these options are made they will continue in effect for the fiscal year without change.

F. Leaves - There are two categories of leaves: paid and unpaid.

1. Paid Leaves

- a. Sick Leave - Each school nurse and LPN's shall annually accumulate sick leave at the rate of one (1) day for each month of employment. This accumulation shall be credited to the employee's sick leave account on the first day of the school year. At the beginning of each school year, employees will be notified of the amount of accumulated sick leave that has been credited to them. Sick leave shall be subject to the following conditions:

- i. Maximum Accumulation: If any employee does not use the full amount of sick leave accumulated in a given year, the excess shall be carried over and credited to his/her sick leave account on the first day of the next school year, provided that the total accumulated sick leave credited to an employee's account shall at no time exceed 360 days.

- ii. Interim Hires: Employees hired after the beginning of the school year will receive a sick leave credit equivalent in days to the number of months left in the work year.

- iii. Use of Sick Leave: Sick leave may be used only when the employee is unable to work by reason of personal illness. A doctor's certificate may be required as proof of any personal illness in case of obvious abuse of sick leave.

- b. Personal Leave – (Immediate Family Illness and/or Personal Business-Five Days)

- i. Immediate family illness- Immediate family is understood to mean spouse, parent, child and sibling.

Personal Business - Personal business is understood to mean:

- ii. Personal matters shall be for business that cannot be conducted outside the working day. Nurses and LPN's need only indicate the following reasons, but not limited to, for leave:
  - Legal/Financial
  - Medical/Dental
  - Religious
  - Ceremonies (graduation, weddings, college visitation, funerals)
  - Moving of Household items
- iii. May not be taken on the first or last day of school (unless approved by the Superintendent).
- iv. May not be used the day before or the day after a holiday except as outlined in Article XIV. A. 3. v.
- v. All personal leave must be requested at least three (3) working days in advance of the leave to ensure adequate substitute coverage, unless an emergency arises. In such emergencies, the building administrator will be notified as soon as possible.
- vi. Unused immediate family and/or personal leave days will be credited at the end of the school year to an individual's sick leave.

c. Family Bereavement -Five Days

- i. Refer to Article XIV A. 3(d)
- ii. Days off require approval in advance by the employee's immediate supervisor, whenever possible.

d. Temporary Disability Leave - Temporary disability leave will commence at a time when the employee is not capable of performing the duties required of the position. The school district retains the right to secure, at its expense, a medical opinion if a disagreement occurs as to the fitness of the employee to perform the duties required of the position. Return to employment is required at the termination of the temporary disability. The district's financial obligation shall be limited to the amount of sick leave time accumulated by the employer at the time of commencement of the leave.

2. Unpaid Leaves

- a. Extended Child Bearing And/Or Child Rearing Leave - Leaves of absence will be approved for a period not to exceed two years with return to duty to

commence at the start of a semester. Salary and benefits cease during this leave, except for the twelve (12) week period as outlined in the Family and Medical Leave Act of 1994. Nurses and LPN's who wish to convert from a paid temporary disability leave to an unpaid, without benefits, extended leave will be allowed to do so provided that the conversion commences with the cessation of the disability. The school district retains the right to secure, at its own expense, a medical opinion if a disagreement occurs as to the cessation of the disability. Conversion to an unpaid extended leave shall not extend the combined temporary disability leave and extended unpaid leave to a period of more than two years.

b. Discretionary Leave - Leaves without pay and benefits shall be considered on an individual basis by the Superintendent. The granting of an unpaid discretionary leave shall be within the sole discretion of the Superintendent. The decision of the Superintendent (or his/her designee) shall be final and binding on the parties to this agreement.

3. Sick Leave Bank – Nurses and LPN's will be entitled to participate in the Teacher sick leave bank as provided for in Article XIV (A)(2).

G. Liability Insurance - The Board of Education has and will continue to keep in effect its current insurance protection which covers the school district and all its employees acting in the scope of their duties.

H. Pension - All Eligible employees shall be enrolled in the appropriate Tier of the New York State Employee Retirement System. Those who are eligible shall also be enrolled in the new Career Plan 75i.

## **ARTICLE XX**

### **Employer's Rights**

Except as expressly abridged, deleted or modified by a specific term of this Agreement, the Board shall retain all rights, powers, and discretionary authority granted by law or otherwise residing in the Board as an employer.

## **ARTICLE XXI**

### **Savings Clause**

Should any valid federal or state law or final determination of any court of competent jurisdiction declare illegal any provision of this contract, the provision or provisions so affected shall be made to conform to the law either by amendment or deletion, and otherwise this contract shall remain in full force and effect. In such a case, the parties will meet to negotiate a legal replacement, if possible, for such provision. It is understood that such negotiations shall be strictly limited to the particular provision which was declared illegal and that no other provisions of the contract shall be affected or subject in any way to renegotiation.

**ARTICLE XXII**

**Agreements between Public Employers and Employee Organizations**

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

**ARTICLE XXIII**

**Duration of Agreement**

This contract shall be effective as of July 1, 2012 and shall continue in effect through June 30, 2014 without any rights or reopeners or amendments reserved to either party.

**Association**

**District**

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

## **APPENDIX A**

### **Forms**

Extra Pay Position Evaluation

Teaching Assistant Summary Evaluation

Grievance Form

Phoenix Central Schools

Phoenix, New York

***Extra Pay Position Evaluation***

\_\_\_\_\_  
Coach/Advisor

\_\_\_\_\_  
Position

\_\_\_\_\_  
Sport/Activity

\_\_\_\_\_  
Years of Experience in  
Sport/Activity

Summary of Evaluation:

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Signature of Coach/Advisor\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* *My signature attests only that I have read and understand the contents of the above evaluation.*

## Teaching Assistant Summary Evaluation

Teaching Assistant's Name: \_\_\_\_\_

Date of Report: \_\_\_\_\_

Evaluator's comments:

Teaching Assistant's comments:

Teaching Assistant's Signature:\* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date \_\_\_\_\_

\* My signature attests only that I have read and understood the contents of the above evaluation.



**APPENDIX B**

**Salary Schedules**

Coaching Salaries (Groupings)

Coaching Salary Schedule  
Extra Pay Positions

PCSTA Salary Schedule

## Coaching Salaries

- ◇ Step 1 shall be the salary paid in each year of the agreement to all coaches coaching that particular sport for the first time.
- ◇ Coaches who coached the same sport the previous year will move up one step the following year for each year of the agreement.
- ◇ Coaches who transfer from one sport to another or return to coaching after a period of not coaching will be placed on step equal to the year he/she has coached in the sport.

### Group A

- Varsity Football
- Varsity Wrestling
- Varsity Girls Volleyball
- Varsity Boys Basketball
- Varsity Girls Basketball

### Group B

- Intramurals–Girls EJD (2)
- Intramurals–Boys EJD (2)

### Group C

- Head JV Football
- JV Wrestling
- JV Boys Basketball
- JV Girls Basketball
- JV Girls Volleyball

### Group D

- Asst. Varsity Football
- Asst. JV Football

### Group E

- Cheerleading – Football (.4)
- Cheerleading – Basketball (.6)
- Varsity Baseball
- Varsity Boys Track
- Varsity Girls Track
- Varsity Girls Softball

### Group F

- Varsity Girls Soccer
- Varsity Boys Soccer

### Group G

- Varsity Boys & Girls Cross Country
- Girls Indoor Track

### Group H

- JV Girls Soccer
- JV Boys Soccer
- JV Baseball
- JV Girls Softball

### Group I

- Tennis
- Golf
- Modified Football

### Group J

- Asst. Boys Track
- Asst. Girls Track

### Group K

- Mod. Girls Volleyball(7)
- Mod. Girls Volleyball(8)
- Mod. Wrestling
- Mod. Boys Basketball (7)
- Mod. Boys Basketball (8)
- Mod. Girls Basketball (7)
- Mod. Girls Basketball (8)
- Freshman Boys Basketball

### Group L

- Intramurals – Girls JCB
- Intramurals – Boys JCB

### Group M

- Mod. Baseball
- Mod. Girls Softball
- Mod. Girls Soccer
- Mod. Boys Soccer
- Mod. Girls Track
- Mod. Boys Track
- Mod. Boys & Girls Cross Country

## Coaching Salary Schedule

### 2012-2013

Group	A	B	C	D	E	F	G	H	I	J	K	L	M
Step 1	6,411	5,374	5,132	4,495	4,341	4,221	3,748	3,474	3,194	3,027	2,747	2,699	2,508
Step 2	6,542	5,477	5,237	4,586	4,427	4,304	3,821	3,550	3,258	3,088	2,799	2,753	2,556
Step 3	6,668	5,585	5,341	4,672	4,517	4,389	3,894	3,613	3,322	3,146	2,853	2,811	2,608
Step 4	6,780	5,697	5,451	4,787	4,627	4,500	4,010	3,727	3,434	3,259	2,966	2,923	2,721

### 2013-2014

Group	A	B	C	D	E	F	G	H	I	J	K	L	M
Step 1	6,411	5,374	5,132	4,495	4,341	4,221	3,748	3,474	3,194	3,027	2,747	2,699	2,508
Step 2	6,542	5,477	5,237	4,586	4,427	4,304	3,821	3,550	3,258	3,088	2,799	2,753	2,556
Step 3	6,668	5,585	5,341	4,672	4,517	4,389	3,894	3,613	3,322	3,146	2,853	2,811	2,608
Step 4	6,780	5,697	5,451	4,787	4,627	4,500	4,010	3,727	3,434	3,259	2,966	2,923	2,721

## Extra Pay Positions

	2012-2013	2013-2014
<b><u>Fall Field Band</u></b>		
Director	\$6,859	\$6,859
Music Arranger	\$2,508	\$2,508
Drill Designer	\$2,508	\$2,508
Percussion Arranger	\$1,256	\$1,256
Guard Choreographer	\$1,256	\$1,256
Woodwind Caption Head	\$3,026	\$3,026
Brass Caption Head	\$3,026	\$3,026
Percussion Caption Head	\$3,026	\$3,026
Guard Caption Head	\$3,026	\$3,026
Drill Caption Head	\$3,026	\$3,026
Guard Instructor	\$1,682	\$1,682
Guard Instructor	\$1,682	\$1,682
Percussion Instructor	\$1,682	\$1,682
Music/Drill Instructor	\$1,682	\$1,682
Music/Drill Instructor	\$1,682	\$1,682
Assistant to the Director	\$1,256	\$1,256
Head Chaperone	\$408	\$408
Pit Instructor	\$1,682	\$1,682
<b><u>Senior Winter Guard</u></b>		
Director/Choreographer	\$4,495	\$4,495
Assistant Director	\$2,508	\$2,508
Guard Instructor	\$2,243	\$2,243
Guard Instructor	\$2,243	\$2,243
Guard Instructor	\$2,243	\$2,243
<b><u>Junior Winter Guard</u></b>		
Assistant Director	\$2,804	\$2,804
Guard Instructor	\$2,243	\$2,243
Guard Instructor	\$2,243	\$2,243
Guard Instructor	\$2,243	\$2,243
<b><u>Winter Drumline</u></b>		
Director	\$2,804	\$2,804
Music Arranger	\$841	\$841
Drill Designer	\$841	\$841
Instructor	\$2,243	\$2,243
Instructor	\$2,243	\$2,243

**JCB Parade Band**

Director	\$1,259	\$1,259
Woodwind Instructor	\$408	\$408
Brass Instructor	\$408	\$408
Drumline Instructor	\$408	\$408
Guard Instructor	\$408	\$408
Marching Instructor	\$408	\$408

**EJD Parade Band**

Director	\$1,259	\$1,259
Woodwind Instructor	\$408	\$408
Brass Instructor	\$408	\$408
Drumline Instructor	\$408	\$408
Guard Instructor	\$408	\$408
Marching Instructor	\$408	\$408

Student Council JCB	\$4,058	\$4,058
Student Council EJD	\$4,058	\$4,058
JCB Yearbook	\$5,047	\$5,047
School Newspaper	\$1,788	\$1,788
Chorus EJD 5 & 6	\$2,727	\$2,727
Chorus EJD 7 & 8	\$2,727	\$2,727
Jazz Band EJD	\$2,727	\$2,727
Jazz Band JCB	\$2,727	\$2,727
Drama Club	\$4,058	\$4,058
Asst. Drama Club	\$1,703	\$1,703
Director of musical Prod.	\$2,727	\$2,727
Asst. Musical Prod.	\$1,006	\$1,006
Director of Drama Prod.	\$1,365	\$1,365
Asst. Drama Prod.	\$665	\$665
Musical Choreographer	\$992	\$992
Music Director/Musical	\$2,727	\$2,727
Musical Accompanist	\$932	\$932
Timer (per event)	\$75	\$75
Scorekeeper(per event)	\$75	\$75
Chaperone* (per event)	\$75	\$75
Driver Education**(per hour)	\$48.67	\$48.67

**Music Festivals:** Music instructors who attend festivals (not conferences/Symposiums) and auditions may submit a claim form for preapproval to the Superintendent for hours of supervision, mileage, and lodging. Claim forms will be required to have attached festival information, any personal mileage information, and lodging details.

Musical Event (per day) \$225

Events	Maximum Day Allotment
OCMEA Elem. All County Band	1.5
OCMEA Elem. All County Chorus	1.5
OCMEA Sr. High All County Auditions	0.5
OCMEA Jr. High All County Auditions	0.5
OCMEA Jr. / Sr. All County Band	1.5
OCMEA Jr. / Sr. All County Orchestra	1.5
OCMEA Jr. / Sr. All County Chorus	1.5
OCMEA Jr. / Sr. All County Jazz Festival	1.0
NYSSMA Jr. / Sr. Area All State	2.0
NYSSMA Conference All State	2.0
NYSSMA Jr. High Solo Fest	0.5
NYSSMA Sr. High Solo Fest	1.5
MENC All Eastern	2.0

## PCSTA Salary Schedule

Step	2012-13		2013-14	
	BS	MS/MA	BS	MS/MA
1	45,789	50,108	46005	50,409
2	46,489	50,808	46705	51,109
3	47,189	51,508	47419	51,823
4	47,916	52,235	48133	52,537
<b>5</b>	<b>48,672</b>	<b>52,991</b>	<b>48874</b>	<b>53,279</b>
6	49,457	53,776	49645	54,050
7	50,273	54,592	50447	54,851
8	51,121	55,440	51279	55,683
9	52,001	56,320	52143	56,548
<b>10</b>	<b>52,908</b>	<b>57,227</b>	<b>53041</b>	<b>57,445</b>
11	57,367	61,686	53966	58,371
12	57,508	61,827	58515	62,919
13	57,652	61,971	58658	63,063
14	57,800	62,119	58805	63,209
<b>15</b>	<b>57,954</b>	<b>62,273</b>	<b>58956</b>	<b>63,360</b>
16	58,110	62,429	59113	63,517
17	58,276	62,595	59272	63,677
18	58,449	62,768	59442	63,846
19	58,626	62,945	59618	64,022
<b>20</b>	<b>58,813</b>	<b>63,131</b>	<b>59798</b>	<b>64,202</b>
21	59,002	63,321	59989	64,393
22	59,202	63,521	60182	64,586
23	59,415	63,734	60386	64,791
24	59,645	63,963	60604	65,008
<b>25</b>	<b>59,885</b>	<b>64,204</b>	<b>60838</b>	<b>65,242</b>
26	60,149	64,468	61083	65,487
27	60,431	64,750	61352	65,756
28	60,744	65,062	61640	66,044
29	61,081	65,400	61959	66,363
<b>30</b>	<b>61,421</b>	<b>65,739</b>	<b>62303</b>	<b>66,707</b>
31	61,760	66,079	62649	67,054
32	62,109	66,428	62995	67,400
33	64,412	68,731	63352	67,756
34	66,695	71,014	65700	70,104
<b>35</b>	<b>69,396</b>	<b>73,715</b>	<b>68029</b>	<b>72,434</b>
36	71,710	76,028	70784	75,188
37	74,019	78,338	73144	77,548
38	76,702	81,021	75500	79,904
39	79,008	83,327	78236	82,641
<b>40</b>	<b>81,794</b>	<b>86,112</b>	<b>80588</b>	<b>84,993</b>

Off step will receive percentage raise as outlined in Article VI.K.1