

AGREEMENT

BETWEEN

THE ARLINGTON CENTRAL SCHOOL DISTRICT

AND

THE ARLINGTON TEACHERS' ASSOCIATION

JULY 1, 2008 - JUNE 30, 2010

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ARTICLE I

PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Chapter 392 of the Laws of 1967) and to encourage and increase effective and harmonious working relationships between the Arlington School District (hereinafter referred to as the "District") and its professional employees represented by the Arlington Teachers' Association (hereinafter referred to as the "Association") and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in Arlington, this agreement:

WITNESSETH:

WHEREAS, the District and the Association recognize and declare that providing a quality education for the children of Arlington is their primary mutual aim and responsibility and the character of such education depends predominantly upon the quality and morale of the professional staff, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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

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

IT IS HEREBY AGREED AS FOLLOWS

ARTICLE II

RECOGNITION

A. NATURE AND TERMS

1. The Board of Education of the Arlington Central School District, having determined that the Arlington Teachers' Association is supported by a majority of the employees in a unit composed of all professional staff members other than the Superintendent of Schools, Assistant Superintendent, Director of Pupil Personnel Services, Supervisor of Special Education, Assistant to the Superintendents, Principals, Assistant Principals, Administrative Assistants, Business Administrator, Director of Personnel, Curriculum Director, Director of Professional Development and Program Evaluation, Building Curriculum Administrator, Director of Library Services, Elementary Curriculum Specialists, Elementary Teacher Assistants to the Principals, Attendance Teacher, Adult Education Teachers, Substitute Teachers, per diem personnel, aides, monitors, school nurses, dental hygienist, teachers'

assistants and those positions yet to be created which do not include people working directly with students, has recognized the Association as the exclusive representative of the employees in such unit for the purpose of negotiations regarding wages, hours and terms and conditions of employment and in the settlement of grievances and for all other lawful purposes under the laws of the State of New York. Such recognition shall extend for the maximum period allowed by law, and this contract shall determine the conduct between the Board of Education and the professional staff members who comprise this unit.

2. In the event that any competing employee organization claims the right to represent the employees in said unit and furnishes the proof of membership and support as above specified, then the selection of employee representative shall be determined in accordance with the Public Employees Fair Employment Act and the rules of the Public Employment Relations Board.

3. During the period of recognition hereunder or under any renewal of such recognition, the Board agrees not to negotiate or deal in any way with any other individuals or organizations representing or claiming to represent the employees within the employer - employee negotiating unit represented by the Association.

B. DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its employees dues for the Arlington Teachers' Association and affiliates, as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies monthly beginning in October to such Association or associations. As of July 1, 2008 monies collected under this provision shall be electronically transmitted by the District to the Association's account. Teacher authorizations for all school years will be in writing in the form set forth below:

DUES DEDUCTION FORM

LAST NAME	FIRST NAME	INITIAL	BUILDING
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ADDRESS

PAYROLL DEDUCTION AUTHORITY:

I hereby authorize the Board of Education of the Arlington School District to deduct from my salary membership dues pursuant to Chapter 392, Laws of 1967, and to make any adjustment necessary for the purpose of payment of dues in the amount certified by the Arlington Teachers' Association and any other affiliated organizations for this school year and for succeeding school years. I understand that the Board of Education will discontinue such deductions for any school year only if I notify the Board in writing to do so not later than September 15 of that school year. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all of its officers from any liability therefore.

I revoke all instruments, if any, heretofore made by me for any of the purposes herein set forth. This instrument shall remain in full force and continuous force and effect while I am employed in the Arlington School District or until revoked by written notice by me.

The membership dues deductions options are:

- a. Six (6) bi-weekly payments beginning with the first check in October.
- b. Ten (10) bi-weekly payments beginning with the first check in October.
- c. Fifteen (15) bi-weekly payments beginning with the first check in October.

Option selected: _____ Date: _____ Signature: _____

2. The Arlington Teachers' Association and those of all affiliates shall certify to the Board in writing the current rate of its membership dues. The Association shall give the Board thirty (30) days written notice prior to the effective date of any change.

3. Deductions referred to in Section 1 above shall be made in (a) six (6) bi-weekly consecutive installments or (b) ten (10) bi-weekly consecutive installments or (c) fifteen (15) bi-weekly consecutive installments commencing with the first check in October. All dues shall have been deducted by the end of the fifteenth pay period thereafter. The Board shall not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made. Teachers joining the District after the start of the school year shall have their dues deducted on a pro rated basis.

4. No later than September 30 of each year, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for any of the associations named in Section 1 above. The Board shall notify the Association monthly of any changes in said list. Any teacher desiring to have the Board discontinue deductions he/she has previously authorized must notify the Board, in writing, by September 15 of each year for that school year's dues.

5. The District shall deduct from the salary of any unit member who is not a member of the Association an agency fee of corresponding amount to dues deductions as set forth in paragraph "B" above. These deductions shall be paid to the ATA in the same manner and at the same time as dues deductions are paid pursuant to paragraph "B" above. The Association affirms that it has adopted such procedures for refund of agency fee deduction as required in Section 3, Chapter 677 of the Laws of 1977 of the State of New York and any amendments thereto. This provision for agency fee deductions shall continue in effect so long as the Association maintains such procedure. The Association assumes full responsibility for the disposition of such funds so deducted once they have been forwarded to it by the District.

6. The Board agrees that it shall not accord dues deduction or similar check-off right to any other organizations representing or purporting to represent employees in the negotiating unit represented by the Association.

7. All payroll deductions for tax sheltered annuities and credit unions shall be remitted forthwith by the District to the designated party.

8. Those teachers who wish to avail themselves of NYSUT benefits through payroll deduction may notify the District in writing. The Board shall not be required to honor, for any month's deduction, any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made. Any teacher desiring to have the Board discontinue deductions that previously have been authorized, must notify the Board in writing.

9. The District shall deduct from the salary of any unit member an authorized amount for Vote Cope.

10. Upon a unit member's request, his/her payroll check shall be mailed directly to the bank of the unit member's choice for deposit. The District's sole responsibility shall be the mailing of the check to the unit member's designated bank.

11. Effective January 1, 2004, upon a unit member's request, his/her payroll check shall be electronically transferred to a bank(s) of the unit member's choice for deposit.

ARTICLE III

DEFINITIONS

A. ADMINISTRATORS

The Superintendent of Schools, Assistant Superintendent of Schools, Director of Pupil Personnel Services, Supervisor of Special Education, Assistant to the Superintendent, Director of Special Services, Elementary Curriculum Specialists, Principals, Assistant Principals, Administrative Assistants, Business Administrator, Curriculum Director, Director of Professional Development and Program Evaluation and Director of Library Services.

B. ASSOCIATION

The Arlington Teachers' Association.

C. BOARD

The Board of Education of the School District, sometimes referred to as the School District.

D. BUILDING REPRESENTATIVE

The duly designated representative of the Arlington Teachers' Association for each school building.

E. CHIEF EXECUTIVE OFFICER

The Superintendent of Schools of the Arlington School District sometimes also referred to as Superintendent and Chief Administrative Officer.

F. DISTRICT

Arlington School District.

G. NEGOTIATING UNIT

The unit recognized by the District under Article II of this contract.

ARTICLE IV

NEGOTIATIONS PROCEDURE

A. TIME AND SCOPE OF NEGOTIATIONS

1. The Association shall present to the District and the District shall present to the Association on or before April 15 a list of every provision in the contract currently in effect between the District and the Association, identified by article and paragraph, about which the Association or the District desires to negotiate, together with specific proposed changes. The changes and the proposed additional items shall constitute all the items to be negotiated. Each side shall limit the scope of the proposed changes to no more than eight (8) articles.

2. The meetings and the proposals shall be confidential, and neither the District nor the Association shall release to the press or any other information media any information related to the proposals or to the conduct of the meetings.

3. The District's representative and the Association's representatives shall have an unlimited right of caucus at all negotiation sessions.

4. All agreements shall be tentative and may be revised in light of future agreements and negotiations on other proposals.

5. No impasse shall be declared by the District or by the Association until all of the proposals have been considered at negotiations sessions. After consideration of all proposals, either side may declare an impasse by notifying the other side, in writing, of the impasse, citing each and every item or proposal over which an impasse exists, after which the prohibition contained in A.2 shall abate.

B. AVAILABILITY OF BUDGETARY AND STATISTICAL INFORMATION

During negotiations, the District and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The District shall make available to the Association for inspection all pertinent records, data and information of the Arlington School System. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

C. NEGOTIATIONS WITH OTHER ORGANIZATIONS PROHIBITED

The District agrees not to negotiate with any employee group or organization other than the Association in regard to wages, hours, the terms or conditions of employment of employees in the unit represented by the Association or any topic whatsoever affecting said employees during the term of this agreement.

D. DEVELOPMENT OF NEW PROGRAMS

The District agrees to discuss with the Association pursuant to the procedures contained in this Article, the development and implementation of new programs for which funds may be requested from the State or Federal governments.

E. OBLIGATION TO BARGAIN

The District's obligation to bargain over changes in terms and conditions of employment shall be governed by the Taylor Law. The ATA does not waive any rights it may have before the Public Employment Relations Board.

ARTICLE V

TEACHER - ADMINISTRATION LIAISON

A. BUILDING REPRESENTATIVES

1. The building principal and the building representative may meet as often as once every two weeks during the school year to review and discuss local school problems and practices.

2. Each building representative shall have the right to schedule Association meetings before and after school in his or her building, not in conflict with a meeting called by the Principal.

3. The building representative shall be provided with not less than ten (10) minutes time at the end of all building faculty meetings to report on matters involving representation of the teachers by the Association.

4. The building representative shall be allowed free time during school hours each week to perform his/her duties under this agreement, provided such time does not interfere with his/her assigned duties.

B. TEACHER CONSULTATION ON BUILDING PROGRAMS

The District shall consult with the Association prior to making a final decision on new building programs, major alterations in existing school facilities, or changes in building utilization that result in the transfer or relocation of a grade level from one building to another.

ARTICLE VI

**PROFESSIONAL DEVELOPMENT
AND EDUCATIONAL IMPROVEMENT**

A. EXPENSE OF PROFESSIONAL WORKSHOPS AND CONFERENCES

1. The District shall pay the reasonable expenses, including fees, meals, lodging, and transportation incurred by teachers who attend workshops, seminars, conferences or other professional improvement sessions which have had prior approval of the District. In addition, a teacher may, with the advance approval of the appropriate principal and Superintendent, attend such professional improvement sessions at his/her own expense. The Board shall pay each teacher his/her regular salary while absent in connection with attendance at such professional sessions and shall also pay all substitutes' salaries thus necessitated. The District shall pay the teacher for the reasonable expenses incurred within 45 calendar days after submission of voucher claim.

2. The funds budgeted for the purpose of professional improvement each year shall be distributed among the several buildings and subject matter areas equitable to the extent reasonably possible.

B. INDIVIDUAL FREEDOM

The private and personal life of a teacher is not within the appropriate concern or attention of the Board or Administration except as it may interfere with the teacher’s responsibilities to and relationships with students or the school system or impair his/her ability to fulfill his/her teaching duties.

C. PROFESSIONAL LEAVE

Teachers who are designated by the Association to attend meetings and conferences of the organizations with which the ATA is affiliated shall be granted such leave with pay as is necessary to discharge their obligations as delegates and officers to such conferences. Such leave shall not be charged against sick leave or personal leave. A total of twenty-four (24) days shall be made available to not more than ten (10) different teachers in the district, none of whom may use more than five (5) days in a school year. Teachers may also be excused to attend educational visitations, conferences, trips or meetings without loss of pay or charge against sick leave, providing their principal and Superintendent approve such absence in advance. The union shall reimburse the District for monies extended by the District in the payment to substitutes necessarily hired to cover the duties of these absent teachers during the performance of any and all of their tasks as union delegates.

ARTICLE VII

TEACHER EMPLOYMENT

A. EMPLOYMENT OF TEACHERS

1. Only professionally qualified and certificated candidates shall be considered for hiring, where possible. As soon as possible, each teacher shall hold a valid New York State certificate in the area in which he/she shall function. If the certificate is provisional, the teacher must meet permanent certificate requirements within the period stipulated by the New York State Education Department.

2. The District shall continue its policy of involving to the fullest possible extent, coordinators and teachers in the hiring process. The hiring of teachers lies with the Board of Education. The assignment of new teachers lies with the District.

ARTICLE VIII

TEACHER ASSIGNMENT, TRANSFER AND PROMOTION

A. ASSIGNMENT OF NEW TEACHERS

The Principal shall assign all newly hired personnel to their specific positions, which shall be in the type of service for which the teacher has been hired by the District. The Principal shall give notice of assignments to new teachers as soon after hiring as practicable.

B. SALARY AND ASSIGNMENT NOTICES

If possible, teachers shall be notified in writing of their salary for the coming school year by April 1 of each school year, unless the time for such notice is extended in writing by the Association. As soon as practicable, and under normal circumstances not later than May 1, teachers shall be notified in writing of their assignments for the following school year, including the schools to which they shall be assigned, the grades and/or subjects that they shall teach and any special or unusual classes that they shall have. Any changes thereafter shall be sent to both the Association President and the teacher involved. These change notifications shall be issued promptly.

C. AREA OF ASSIGNMENT

In order to assure that pupils are taught by teachers working within their areas of competence, where possible, teachers shall not be assigned outside the scope of their teaching certificate competency and/or their major or minor fields of study, except by that provided by law or by the Commissioner's Regulations. By December 1 of each year, the District shall supply to the Association a list of those teachers who have been assigned teaching positions outside the area of their certification.

D. NOTICE OF AND APPLICATION FOR VACANCIES

1. Monthly, the Superintendent shall post on the faculty bulletin boards in all school buildings a list of the known vacancies by school for the then current and the following school year.

2. In the case of vacancies occurring during the summer vacation, the notice thereof shall be posted in the administration offices of the Arlington School District and a copy thereof shall be sent to the Association. Such list of vacancies shall include all vacancies of any type whatsoever occurring within the employer-employee negotiating unit represented by the Arlington Teachers' Association. The notices for promotional opportunities shall contain a job description.

3. Any teacher who desires to apply for any such vacancy shall submit his/her application, in writing, to the Superintendent and the Principal in whose building the teacher is presently assigned within the time specified.

E. REQUESTS FOR TRANSFER

Teachers desiring a change in grade, subject or assignment, or transfer to another building, or promotion to any position for which a vacancy has not been advertised, shall file a written statement of such desire by letter to the Superintendent and to the involved principals.

F. CONSIDERATION OF REQUESTS FOR TRANSFER

In the consideration of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.

G. NOTICES OF HIRING AND TRANSFER

As soon as possible and no later than June 7 of such school year, the Superintendent shall post in each school and deliver to the Association a schedule showing the names of all teachers who have been

hired, reassigned, transferred or promoted. Up to that date said list will include the names and addresses of every new teacher hired in the school system. The list shall be updated by September 10.

H. QUALIFICATION FOR ASSIGNMENT

All appointments and assignments to any and all vacancies and openings shall be based on professional qualifications, training, experience and seniority and shall be made only to certificated teachers or teachers pursuing a course of study approved by the State of New York for certification. Except for teachers presently employed in the Arlington School System and/or teachers holding life certificates, all teachers hereafter employed in the Arlington School System shall hold a baccalaureate degree from an accredited college. Appointments shall be made without regard to age, sex, race, creed, color, religion, nationality, marital status, or ancestry, unless based upon a bona fide occupational qualification. Unsuccessful applicants who are presently employees of the District in the negotiating unit represented by the Association shall upon request be furnished with an explanation as to why they did not receive the appointment to such vacancy.

I. NEW POSITIONS

The previous provisions shall apply to new positions created within the school system as well as vacancies occurring in existing positions.

J. PROBATIONARY SERVICE OF TRANSFERRED TEACHERS

The transfer, promotion or reassignment of any tenured members of the teachers' negotiating unit represented by the Association to a position of classroom teaching outside of his or her existing tenure area shall require a probationary period in such new position of not more than one year. In the event of such transfer, reassignment or promotion of a nontenured member of the employer-employee negotiating unit, service in such a new position shall be added to the probationary service completed at the time of such transfer, reassignment or promotion so that such probationary teacher shall not be required to serve a probationary period of more than three years from the date of his/her first hiring by the District or one year from the date of such transfer, reassignment or promotion, whichever shall be later.

K. INVOLUNTARY TRANSFERS

It is recognized that some involuntary transfers of teachers from one building to another or reassignment within a tenure area may be unavoidable but should be held to a minimum. Notice of any such involuntary transfer shall be given to teachers as soon as practicable and, under normal circumstances, not later than June 1. When transfers are necessary to positions for which there are no previous applicants, volunteers shall be sought for such positions, and no permanent involuntary reassignment shall be made unless it has not been possible to locate an adequate number of volunteers after a good faith effort for a period of fifteen (15) days, except for emergencies. Good faith effort shall consist of notification to the Association President and to the involved teachers in the appropriate buildings. Volunteers shall be transferred or reassigned first. After the group of available volunteers has been exhausted, a teacher's area of competence, major and/or minor field of study, quality of teaching performance and length of service in the school system shall be considered in determining which teacher is to be transferred or reassigned.

L. SCHEDULES AND REIMBURSEMENT OF TEACHERS REQUIRED TO TRAVEL

In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Such teachers shall be notified of any change in their schedules as soon as practicable. All teachers who are required to travel in connection with their duties shall be paid mileage at the Internal Revenue Service rate.

M. ADMINISTRATIVE APPROVAL OF ASSIGNMENTS

Teachers who shall be assigned to teach in more than one building shall not be hired and/or assigned without prior interview by and consultation with their coordinator and the building principals involved provided that such personnel are available to interview and consult.

ARTICLE IX

SCHOOL BUILDING FACILITIES

A. CLASSROOM FACILITIES

Where applicable, each classroom shall be adequately heated, lighted and ventilated and shall be furnished with a serviceable desk and chair for each pupil and each teacher and adequate closet or cabinet space where teachers may safely store instructional materials and supplies.

B. SCHOOL BUILDING FACILITIES

1. Where feasible, each school building shall contain (1) an adequately heated, lighted, ventilated and furnished teacher work area, containing adequate equipment and supplies to aid in preparation of instructional materials; (2) a communication system so that teachers can communicate with the main building office from their classroom; (3) an adequately heated, lighted and furnished room to be reserved for the exclusive use of the teachers as a faculty lounge, said room to be in addition to the aforementioned teacher work area; (4) adequately lighted, heated, ventilated and cleaned teacher rest rooms separate from the students' rest rooms; (5) a parking area with an adequate portion thereof reserved for teacher parking.

2. Each teacher shall have a particular desk assigned to him/her for his/her personal use.

C. FACILITIES FOR COORDINATORS

Each coordinator who has an office in a building which has a department resource center shall have a phone available to him/her in the resource center.

D. FACILITIES AND CLERICAL STAFF AND OTHER TEACHERS

Coordinators, guidance counselors, librarians, nurse teachers, attendance officers and other teachers requiring telephone facilities, office equipment and machinery and clerical staff shall be furnished, where feasible, with the same in adequate and appropriate quantity to enable them to fulfill effectively their professional assignments and duties and to relieve them from non-professional clerical tasks.

ARTICLE X

TEACHER PROTECTION AND STUDENT DISCIPLINE

A. TEACHER PROTECTION

1. Teachers shall immediately report all cases of assault sustained by them in connection with their employment to their principal or immediate supervisor in writing. Said report shall be forwarded to the Board, and the Board and the Administration shall comply with any reasonable request of the teacher for information in its possession relating to the incident or the persons involved and shall act in appropriate ways as a liaison between the teacher, the police and the courts.

2. If a teacher's vehicle is vandalized while on school property and the damage to that vehicle exceeds \$200.00, the District shall compensate that teacher for such vandalization up to \$200.00 provided that the teacher first files a police report and a claim against his or her insurance carrier. The teacher must carry appropriate insurance against which such claims shall first be made.

B. CORPORAL PUNISHMENT AND REPORTS

No teacher employed by the District shall be permitted to inflict or cause others to inflict corporal punishment upon a pupil attending any school within the District. However, any such teacher may within the scope of his or her employment use and apply such amounts of physical restraint or force as may be reasonable and necessary:

1. To protect himself or herself, the offending pupil or others from physical injuries.
2. To obtain possession of any illegal substance, a weapon or other dangerous object.
3. To protect property from harm.
4. To take the pupil to the designated administrator.

Such physical restraint or force shall not be construed to constitute corporal punishment.

The teacher who uses such restraining force shall report the incident as soon as is practicable to the building principal and will provide the administrator with a written explanation before leaving the building for the day, if practicable.

C. PARENT - STUDENT COMPLAINTS

Parental and/or student complaints which are directed toward a teacher shall be promptly called to the teacher's attention, and the teacher shall be afforded an opportunity to reply to the same and no derogatory complaint, letter or report shall be placed in the teacher's file without the teacher's knowledge and without an opportunity to make a written statement of defense to be attached thereto and an opportunity to confront the complainants.

D. DISCIPLINARY ORDERS

Teachers shall receive instructions and directions relative to student discipline only from professional personnel, and student punishment and discipline referred to higher authority by a teacher shall be administered by professional supervisory personnel. On request, the teacher shall be informed of the discipline and punishment administered by the professional personnel.

E. PROBLEM PUPILS

No emotionally disturbed pupils and pupils presenting severe disciplinary problems shall knowingly be assigned to any class without first informing the teacher of such class of the known facts relative to such pupils. Teachers encountering such pupils in their classes shall be given early support in the form of psychological and social case work assistance for the child.

F. DISRUPTIVE PUPILS

In the event that the presence of any pupil or pupils becomes disruptive to the conduct of instruction or threatens the welfare and/or safety of the teacher and/or pupils, the teacher is hereby authorized to forthwith remove such pupil or pupils from the class and contact the principal or the assistant principal's office as soon as possible, and such pupil shall not be returned to class by the principal until consultation with the teacher involved. In all cases, the removal of disruptive students shall conform to the procedures identified in the Arlington Central School District Code of Student Conduct.

G. PARENT COOPERATION IN DISCIPLINE

Teachers have the right, and are encouraged to enlist the cooperation of parents in handling discipline problems. After consultation with the principal involved, teachers may request parental attendance at a parent-teacher conference at a mutually agreeable time and place.

ARTICLE XI

CLASS SIZE AND CLASS LOAD

A. CLASS SIZE

1. Subject to the exceptions contained in this Article XI, the following class sizes shall be observed:

a. Elementary Schools (K - 5): No kindergarten class shall be more than twenty-nine (29) pupils. No regular class in Grades 1, 2 and 3 shall be more than thirty (30) pupils. No regular class in Grades 4 and 5 shall be more than thirty-one (31) pupils. No regular class for special education programs shall be more than fifteen (15) pupils. In a special education resource room, the total caseload per teacher shall not exceed twenty (20) pupils.

b. Secondary Schools (6 - 12): No regular academic class shall be more than thirty-one (31) pupils.

2. The measuring date for class size in each school year shall be October 1 for the secondary schools and October 15 for the elementary schools. On that date, the District shall determine the actual number of students in each class. Subject to the treatment of “singletons” and “doubletons” as provided in paragraph 3 below, if the number of students in a class exceeds the appropriate class size as specified in paragraph 1 above, the District shall distribute the excess pupils to other teachers, and if such distribution would result in more students in any one class than twenty-nine (29), thirty (30), or thirty-one (31) pupils at the appropriate grade level, then the District shall hire a teacher or teachers so as to reduce the class size to the number specified in paragraph 1 above if class room space is available in a building used by the District within a reasonable time and distance of the child’s home school. No adjustments in class size to correct excess class size shall be made between the end of Thanksgiving recess and the end of the first semester, and no adjustment to correct excess class size shall be made between the end of the Easter holiday and the end of the second semester. Class size overages which occur prior to Thanksgiving or Easter shall be rectified pursuant to the above procedure.

3. When the District proposes to exceed the foregoing class sizes for the reason that only one or two class groups can realistically be scheduled, the parties shall meet to discuss whether additional class groups can realistically be scheduled, or whether the excess can be remedied by agreement. Failing such agreement, either party may take any issue arising under the foregoing sentence directly to Stage II of the grievance procedure, and failing agreement at Stage II, immediately to arbitration.

4. Arriving at the foregoing class sizes, the District and the Association have acted in the belief that small classes offer more opportunity for teachers to know their students better, that small classes result in teachers using a greater variety of instructional materials, and that experimentation, innovation and invention are more likely to occur in small classes.

5. Except for class size adjustments, an elementary school student shall be transferred from one teacher to another on the same grade level or subject level only after consultation with the teachers involved.

6. Since particular space, equipment and special furniture are involved, class sizes in the areas of laboratory, shop, student driving, physical education, home economics, industrial arts, music and other special subject areas shall be considered by the Superintendent and President after recommendations from the subject coordinators involved.

7. Pupils shall not be assigned to any classroom in larger numbers than the capacity of the teacher facilities or stations available or for which the classroom was designed where feasible.

B. CLASS LOAD

1. In the elementary schools, the number of hours of classroom instruction per day, per teacher, shall not exceed an average of five (5) hours. Elementary school classroom teachers shall not be required to remain in the classroom while a special teacher is instructing the entire class, except for the first few minutes (approximately five minutes) to develop understanding of the instructional objective and except for the last few minutes for the summary or evaluation that occurred. Should the District introduce curriculum specialists in the area of computers, science, instruction, or other such special classes, classroom teachers may be required to remain with the class as long as the assignment does not exceed five (5) hours.

2. In the secondary schools, except as otherwise provided in this paragraph 2, the number of daily periods of classroom instruction for a secondary teacher shall not exceed five (5). However, in science, driver education, and business education, an additional one or two periods per week may be assigned by the appropriate administrator. Any teacher so assigned shall have reduced supervisory duties, such as study hall, homeroom and lunch supervision.

3. Tenured teachers in the middle and high school buildings may volunteer to teach a sixth assignment as an alternate to a supervisory assignment, subject to the following conditions:

- a. No teacher will teach any class outside of his/her teaching certification area.
- b. No teacher shall lose his/her position or any part of his/her positions as a result of a sixth assignment(s).

ARTICLE XII

TEACHING HOURS AND TEACHING LOAD

A. LENGTH OF SCHOOL DAY

1. The school day for secondary teachers shall begin at 7:20 a.m. and end at 2:10 p.m. No secondary teacher shall work more than a continuous six hour and fifty minute day. Effective September 1, 2001, the school day for secondary teachers will begin at 7:20 a.m. and end at 2:20 p.m. Effective September 1, 2001, no secondary teacher shall work more than a continuous seven (7) hour day. The teacher's day shall begin no earlier than 7:00 a.m. and end no later than 5:15 p.m. No secondary teacher shall have more than one full period supervisory assignment between the beginning of the first full period and the end of that teacher's day. The school day for elementary school teachers shall begin no earlier than 8:00 a.m. and end no later than 3:30 p.m., but no elementary teacher shall work more than a continuous six hour and thirty minute day. Effective September 1, 2001, no elementary teacher shall work more than a continuous seven (7) hour day.

Notwithstanding the above, should the District intend to implement split schedules or staggered schedules, it shall notify the Association ninety (90) days prior to implementation. The District's plan, if reasonable, shall be implemented unless the Association notifies the District twenty (20) days after such notice of its intent to convene an expedited arbitration regarding the reasonableness of the District's plan. The arbitration shall be commenced under the Voluntary Rules of the American Arbitration Association in an expeditious manner.

2. An additional one-half (½) day shall be scheduled when children will be dismissed and teachers will work on student assessments. Each elementary school administrator shall meet with the ATA representative prior to June 1 of the preceding school year to receive input when the one-half (½) day shall be scheduled for the upcoming year.

3. Every teacher shall be in his/her school building and available for duty after the closing of the students' day for a period of time which shall be sufficient to take care of those details which are usually connected with the closing of the daily session. Teachers shall remain after school to fulfill professional responsibility, to perform services related to, and consistent with the overall aims of the school program outside of the normal workday, including, but not limited to, student counseling, extra

help for students, parent conferences and subject-related extra-curricular student club activities. (Confirmation of Professional Responsibilities - See side letter dated August 11, 2003).

4. Guidance personnel shall attend an equivalent number of hours as do teachers, with a starting time to be set by the building principal.

B. LUNCH PERIOD

All elementary school teachers shall have a thirty-five (35) minute, duty free lunch period each day. Effective September 1, 2001, the length of said lunch period shall be increased to forty (40) minutes. All secondary school teachers shall have a duty free lunch period as long as the students' lunch period each day but in no event less than thirty (30) minutes in length.

C. LENGTH OF WORK YEAR

Effective July 1, 2009, the work year of teachers (other than new personnel, who may be required to attend additional orientation sessions) will be 182 work days, at least one of which shall be used by the District for professional activities which do not involve student contact and will not be scheduled prior to Labor Day. The work year of teachers shall not begin earlier than one day prior to the first day that students are required to report at the opening of school. [Note: The provisions from the 2004-2008 Agreement shall apply with respect to the teachers' work year during 2008-2009.]

A joint study committee shall commit to planning a District Induction program for new members for purposes of training and orientation. Committee members shall include teachers, administrators and a representative of the Superintendent of Schools. The ATA president shall choose the teacher representatives of this committee, and any recommendations made by the committee shall be subject to approval by both the District and the ATA. This program shall be implemented during the summer of 2004.

D. SCHOOL CALENDAR

The Superintendent shall consult with the Association President each school year regarding the school calendar. Elementary students shall be dismissed at noon for three days to enable teachers to consult with parents on pupil progress. Elementary teachers shall meet at school with parents or at other times to complete the conferences and forms in lieu of the first marking period report card. Special education teachers shall meet with parents at home or at school. A kindergarten teacher who has three parent-teacher half day conference sessions over and above the number a normal elementary teacher has, shall be compensated at the normal District rate paid for extra duties, provided that such duties take place beyond his or her normal school day.

E. AFTER-SCHOOL MEETINGS

1. Teachers may be required to remain after the end of the regular workday as hereinbefore described, without additional compensation, for official staff meetings and similar functions, on no more than two occasions per month. Every such function shall end no later than one hour and fifteen minutes after the meeting is convened. In emergencies and at the discretion of the principal, she/he may call an additional meeting making it three meetings for that month deducted from the total of twenty for the year. In the month following the month in which three meetings were held, no more than two meetings

may be held. All meetings shall have agendas published by the principal or the appropriate department chairperson. Copies of these agendas shall be sent to the Superintendent.

2. Where practical, there shall not be meetings or required attendance after regular school hours on Fridays or on any day immediately preceding any holiday, teachers' conference day or other day upon which teacher attendance is not required at school.

3. Teachers may be required up to two (2) hours of additional time after school on a school day each year by the principal or subject matter supervisor or Assistant Superintendent for Instruction for professional development. The specific topics shall be approved by the Superintendent of Schools and presented to the President of the Association in advance. If possible, this time shall be scheduled on pre-established faculty meeting days. In addition, members shall be afforded one (1) month's notice of such obligation.

F. EVENING ASSIGNMENTS

Teachers may be required to attend, without additional compensation, no more than two (2) evening assignments or meetings each school year, and such meetings or assignments shall not primarily require supervision of students.

G. GRADUATION

Volunteers shall be requested from among the professional staff for attendance and supervision at graduation. If sufficient volunteers are not obtained to provide adequately for student safety and the proper conduct of the occasion, a sufficient number of teachers shall be required to attend. Except for class advisors, attendance at High School Graduation shall be compensated at the rate of \$95.00 effective July 1, 2008 and \$100.00 effective July 1, 2009. Compensation rates for Middle School Moving Up Ceremony shall be at the rate of \$80.00 effective July 1, 2008 and \$85.00 effective July 1, 2009.

H. LIMITATION ON UNCOMPENSATED EXTRA-CURRICULAR WORK

Uncompensated extra-curricular activities assignments other than those occurring during the regular workday shall be at the option of the individual teachers.

I. PREPARATION TIME IN ELEMENTARY SCHOOLS

The elementary school teacher shall in addition to his/her lunch period, be permitted a preparation period of at least a minimum of thirty-five (35) minutes a day during which s/he shall not be assigned to any other duty. Effective September 1, 2001, said preparation period shall be at least a minimum of forty (40) minutes a day. This period shall be scheduled by the principal when the pupils in the teacher's class are being instructed by a specialist or at other times which may be administratively feasible.

J. PREPARATION TIME IN SECONDARY SCHOOLS

Where possible, and in light of scheduling requirements under Article XI(B)(2), secondary school teachers shall, in addition to their lunch period, have a preparation period(s), or its equivalent, during which time they shall not be assigned to any other duties.

K. COMPENSATED EXTRA-CURRICULAR WORK

Regular teacher participation in the required extra-curricular activities outside of the school day shall be compensated in accordance with the provisions attached to this agreement.

L. OBTAINING SUBSTITUTES

The Administration shall obtain substitute teachers for both regular classroom positions and for specialists. Regular teachers shall not be required to supervise an extra class or part of an extra class except under emergency circumstances.

M. REPORTING UNAVAILABILITY

Teachers shall be informed of a telephone number which they shall call before 6:30 a.m. if they are secondary teachers and before 7:00 a.m. if they are elementary teachers, to report their unavailability to work.

ARTICLE XIII

TEXTBOOKS AND SUPPLIES

A. ADEQUATE TEXTBOOKS GUARANTEED

Unless restricted by law, the District agrees that textbooks shall be provided in sufficient quantity and in adequate time to insure that each pupil in each class has textbooks for his/her own use as needed.

B. TEACHERS TO PARTICIPATE IN TEXTBOOK SELECTION

The purchase of additional textbooks and other instructional materials, changes in such materials or selection of new materials shall continue to be determined according to the procedure presently in effect, to the end that teachers involved shall participate in the selection of all textbooks.

C. ADEQUATE SUPPLIES GUARANTEED

1. Unless restricted by law, the District agrees that it shall provide sufficient supplies so that teachers may fulfill their teaching responsibilities in an adequate and professional manner. It is anticipated that supplies shall be available in adequate quantity and at the proper time to satisfy ordinary classroom needs.

2. Where cuts are made from teacher budget requests prior to the end of the teaching year, teachers shall be given an opportunity to establish priorities before the principal makes such cuts. At the secondary level coordinators shall work in concert with their teachers in the establishment of such priorities.

ARTICLE XIV

TEACHER EVALUATION AND RECORDS

A. PURPOSE AND SCOPE

Observation and evaluation of teachers shall be continuous and ongoing, and the parties agree that the following policy shall govern all teacher observation and evaluation. The purpose of evaluation is to judge a teacher's competency to teach and for improvement of the instructional program.

B. SECRET MONITORING OR OBSERVING PROHIBITED

All monitoring or observation of work and performance of teachers shall be conducted openly with full knowledge of the teacher. Public address or audio systems and similar surveillance devices shall not be used for this purpose.

C. OUTSIDE ACTIVITIES

Teacher participation or non-participation in voluntary extra-curricular, community, church, club or social activities shall not be considered in evaluating teacher performance.

D. PERSONNEL EVALUATING

1. For the first evaluation, only certified members of the Administration shall observe and evaluate a teacher's competency. For any teacher, tenured, probationary or temporary, in need of further evaluation, as determined by the District, the Administration may use its certified administrators or it may hire evaluators who are either inside or outside the educational field from outside the District. Administrative Assistants and coordinators may only observe teachers. No other member of the bargaining unit may be involved in this process.

2. Teachers who are evaluated adversely in a classroom situation by an outside evaluator, i.e., one who is not a certified member of the Administration, designated by the District, shall have the right to be evaluated by similar personnel of his/her own choosing and that evaluation shall be placed in the teacher's file.

E. EVALUATION REPORT, CONFERENCE AND COMMENTS

1. A written report shall be made of each classroom observation or evaluation that is to form a part of the teacher's personnel record. A copy of every such report shall be furnished to the teacher involved within eight (8) school days of such observation or evaluation and within eight (8) school days after the delivery of a copy of such report to the teacher, a conference shall be held between the evaluator and the teacher to discuss such report, unless such conference is mutually dispensed with. No such report shall be submitted to Central Administration, placed in the teacher's file or otherwise distributed or acted upon without such prior conference, unless both the evaluator and the teacher indicate in writing that such conference has been dispensed with.

2. Tenured teachers may be evaluated once per year. A tenured teacher adversely evaluated may be evaluated more than once per year in accordance with Article XIV, Section D(1), or if the tenured teacher requests an additional evaluation for one of the following reasons: an unsatisfactory,

poor or marginal evaluation; for the purpose of evaluating a new program; or if the teacher's evaluation is substantially at variance with the teacher's prior evaluations. The evaluation form shall assess strengths and weaknesses and shall be distributed to all teachers and to the Association before being utilized. The teacher shall point out and the evaluator shall take into consideration and note in writing any circumstances that may adversely affect the teacher's performance, such as class size, special learning disabilities and/or emotional problems of students, physical facilities, and time of day, week and year in which the teacher was observed. Evaluations during the last two weeks in June and the first two weeks in September shall be discouraged and shall not be done unless determined to be necessary by the Administration.

3. It is accepted that teachers shall differ in personality and background and that techniques and approaches to teaching will vary. The individuality of teachers is understood and shall be recognized in their performance.

4. Peer Review - A joint study committee shall commit to research, investigate and plan parameters and procedures of a proposed system of genuine peer review. Committee members shall include teachers, administrators and a representative of the Superintendent of Schools. This study committee shall commence its work in September of 2005 and conclude on January 1, 2007. The Teacher Representatives of this committee shall be chosen by the ATA President and any recommendations made by the committee shall be subject to approval by both the District and the ATA.

F. REASONS FOR TENURE DENIAL

If a probationary teacher who is denied tenure requests the reasons for such denial, such reasons shall be given to him or her orally.

G. DISCHARGE AND DISCIPLINE

1. Probationary teachers to be denied tenure who are not to be employed for the following school year shall be notified of the Superintendent's decision to deny tenure by April 1st.

2. A tenured teacher shall be entitled to challenge the reasons for dismissal or discipline through the grievance procedure.

H. RESPONSE TO DEROGATORY MATERIALS

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

I. REVIEW OF PERSONNEL FILE

There shall be only one personnel file on each teacher, and teachers shall have the unrestricted right, upon request, to review the contents of their personnel file and to make copies of any documents therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. Only those personnel who have an official right and reason for doing so may inspect a teacher's file, and said file shall not be open to public inspection, except upon specific written consent by the teacher. No teacher shall be shown confidential recommendations received from sources outside of the school system at the time of appointment.

J. TEACHER DISCIPLINE

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause and due process of law.

K. REPORT OF SPECIAL ACHIEVEMENT

Administrators are hereby encouraged to place in the teacher's file information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic or professional nature. Any such materials received from outside competent, responsible sources shall be included in the teacher's file. Teachers may recommend materials to be included.

L. OPTIONAL EVALUATION PLAN

As an alternative to the clinical evaluation plan, unit members can voluntarily participate in an evaluation plan based upon the criteria and terms and conditions of the professional growth model as negotiated by the District and the Association and described in the "Professional Growth Plan".

A committee assembled by the Superintendent of Schools including members of the Association shall conduct a review, renewal and improvement of faculty evaluation instrument(s) and the criteria and structure of the Optional Evaluation Plan starting October 1, 2003, concluding on or before May 1, 2004. An additional goal of the committee shall be to ensure that the professional growth plan shall be provided equitably throughout the District. The Teacher Representatives of this committee shall be chosen by the ATA President and any recommendations shall be subject to approval by both the District and the ATA.

ARTICLE XV

UNPLANNED LEAVES OF ABSENCE AND SICK LEAVE

A. UNPLANNED LEAVES OF ABSENCE

1. Fifteen (15) working days each year at full pay are allowed a professional staff member for leave because of personal illness and for illness or death of concern to the staff member. Unused days of leave are accumulated year by year without limit. All or a portion of these accumulated days serve as insurance against extended illness and/or unexpected tragedy.

2. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she shall be paid his/her full

salary (less the amount of any Workers' Compensation award made for temporary disability or loss of wages because of said injury) for the period of such absence, and no part of such absence shall be charged to his/her annual or accumulated sick leave, but in no case longer than one (1) year.

3. Absence because of injury incurred in the performance of duty shall not be charged against the accumulated days of leave in (1) above.

B. ACCUMULATED SICK LEAVE STATEMENT

By October 1 of each school year, the Superintendent of Schools shall cause a written statement, in substantially the same form as is presently in use, to be submitted to each teacher, specifying the number of days sick leave used during the previous school year and the number of accumulated days of sick leave accruing to the credit of such teacher as of the last day of school of the previous school year.

C. UNUSED ACCUMULATED SICK LEAVE

1. Teachers who retire from the Arlington District can convert the first sixty (60) days of his/her accumulated sick leave into payment for health insurance.

2. Effective July 1, 2001 retiring teachers who are at least 55 years of age shall be entitled to receive fifty (50%) percent of their last year's daily salary rate for all accumulated sick leave beyond sixty (60) days, paid in the manner described in the parties' May 30, 2003 Memorandum of Agreement. Teachers who wish to avail themselves of this benefit, by February 1st shall transmit to the District an irrevocable election to retire. Effective July 1, 1996, a teacher who desires to retire on February 1st shall give written notification to apply for this benefit to the Board of Education no later than the preceding February 1st. The District's approval of an application for a February 1st retirement shall not be unreasonably withheld. The Board of Education, at its sole discretion, may grant or deny that application. Sick-Leave buyout shall not exceed \$15,469.00 effective July 1, 2008 and \$16,041.00 effective July 1, 2009.

D. SICK LEAVE BANK

The Sick Leave Bank shall continue as established for the 1976-77 school year. The purpose of the Bank shall be to provide continuing pay to teachers who have exhausted their sick leave. Eligibility to join the sick leave bank shall be extended to all teachers who have completed one full year of teaching service in the Arlington School District. There shall be only one enrollment period per year for eligible candidates. Participation in the bank shall be optional for individual teachers. Teachers who have participated in the bank shall not be required to submit additional days to the bank until such time as the total reservoir of days in the bank is exhausted. Teachers wishing to join the bank shall be required to waive the right to use one (1) sick day in order to participate in the sick leave bank. No member of the sick leave bank shall be granted in excess of 180 days in the aggregate while employed by the District, except in a case of catastrophic illness or disability that presents with extraordinary circumstances. The sick leave bank guidelines which shall be in effect shall be the most recent such guidelines as developed by the bank administrators. Copies of these guidelines shall be posted in every building and are available from the sick leave bank administrators.

ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE

A. SHORT-TERM ABSENCES

Teachers shall be entitled to the following temporary leaves of absence with pay each school year:

1. One (1) day for religious reasons which require absence during school hours.
2. Two (2) days for the purpose of visiting other schools with the permission of the principals of the schools involved.
3. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system, except for suit of teacher or teachers against the District.
4. Absence because of quarantine or childhood communicable disease traceable to contact made in school.
5. In addition to statutory benefits, a maximum of ten (10) days per school year for persons called into temporary active duty with any unit of the United States Military Reserves or the National Guard, provided such obligations cannot be fulfilled on days when school is not in session, less benefits received for such service.

B. TIME FOR SHORT-TERM ABSENCES

The leaves taken under the provisions of Section A above shall be in addition to personal leave and sick leave and shall not be deducted from sick leave. No teacher shall be required to arrange for or pay his/her own substitutes.

C. NOTICE OF SHORT-TERM ABSENCES

A teacher taking leave pursuant to paragraph A of this article shall give as much notice as is practicable to his/her building principal.

D. PERSONAL LEAVE

1. Each teacher shall be allowed up to two (2) days of leave with pay during the school year for transacting or attending to urgent, personal matters, such as cannot be performed at a time other than during school hours. Except in extreme emergencies, a teacher taking such leave shall give his or her appropriate principal or immediate supervisor written notice of his or her intention of taking this leave at least three (3) school days prior to the anticipated day of leave. The teacher shall indicate that the reason for such leave is "personal leave". Such leave shall not be used to extend vacations or holidays or for any recreational or entertainment purposes.

2. Teachers may defer up to one (1) personal day per year into the following year. That day may be used for the same reason as stated above in paragraph 1. Any unused personal days in excess of the permitted accumulated three (3) personal days shall accrue to the teacher's accumulated sick days.

E. LEAVES BEYOND TIME LIMIT

A teacher absent, with prior approval of the Superintendent, for a reasonable cause not herein provided for, or beyond the time limit set forth in the above regulations and policies, shall receive full salary, at the discretion of the District.

F. JURY DUTY

The District shall grant leave without loss of pay for jury duty. Teachers shall submit in advance a copy of the notice to appear to the District. The District shall withhold the difference between jury duty pay and actual teaching pay from the final check unless the District receives reimbursement for such duty.

G. ADOPTION LEAVE

Upon written application, including supporting documentation that an adoption is imminent, a leave for the purpose of adopting a child shall be granted for a period not to exceed four (4) calendar weeks for a domestic adoption and six (6) calendar weeks for an international adoption. The required number of leave days will be transferred from the unit member's personal sick leave accrual to his or her personal leave day accrual and then taken as personal leave. This clause shall apply to only one of the adopting parents should both parents be employed by the Arlington Central School District. The adopting unit member shall not be permitted to access the ATA Sick Leave Bank for the purpose of converting sick days to personal leave days.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

A. LEAVE OF ABSENCE FOR PROFESSIONAL ASSOCIATION OFFICERS

The District agrees that one teacher designated by the Association shall, upon request, be granted a leave of absence for up to four (4) years without pay for the purpose of engaging in Association (local, state or national) activities. However, upon return from such leave, prior accumulated leave days shall be restored and the teacher shall be placed on the salary schedule he/she would have achieved in the year immediately following the commencement of the leave of absence.

B. MILITARY LEAVES

Military leave shall be granted to any teacher who enters the armed forces of the United States, and the benefits which pertain thereto will be governed by the laws of the State of New York.

C. CHILD REARING LEAVE

1 Upon written application a child rearing leave without pay shall be granted for a period not to exceed two years. Such leave may be extended by the District upon request. Teachers requesting such leave shall give reasonable notice (90 days) to the District prior to the commencement of such leave. This notice shall include tentative commencement and termination of leave dates. Returns from such leaves shall coincide with the beginning of a semester. In the event of the death of the child, such

teacher may return to service no later than at the beginning of the next semester or at such other times as is mutually agreed upon between the teacher and the Superintendent.

Upon return from leave, a semester of salary credit shall be granted for each semester in which the teacher received pay for at least one-half of the days in that semester of the year in which leave was taken, in determining placement on the salary schedule.

2. For non-tenured teachers, this leave as well as any other unpaid leave shall be an interruption of the probationary period and not in lieu of service in meeting the requirement of serving a probationary period.

3. Upon return from such leave prior accumulated leave days shall be restored.

4. Child-rearing leave shall apply equally for the birth of an infant or the adoption of a child.

D. PERSONAL LEAVE WITHOUT PAY

A leave of absence without pay or increment may be granted at the discretion of the District in cases of special need.

E. PUBLIC OFFICE LEAVE OF ABSENCE

1. Subject to the provisions of this section, the District shall grant a leave of absence not exceeding two (2) years, without pay or increments, to a teacher to campaign for or serve in public office.

2. Eligibility under this Section E shall be limited to tenured teachers with five (5) or more years of service in the District. The “public office” for which leave is requested must be one which requires a full-time presence (for example, the State Assembly) as opposed to a part-time presence (for example, a school board).

3. Leave granted under this Section E shall be granted on the basis of full school terms only, and shall not begin in the middle of a school term. Unless the District decides otherwise, a teacher returning from leave granted under this Section E shall return at the beginning of a school term.

4. In order to qualify for leave under this Section E, a teacher shall give the District ninety (90) days notice, except that if such notice is not possible because of the time of the nomination, the teacher shall give the District sixty (60) days notice.

5. Leave granted under this Section E shall be limited to a maximum of two (2) teachers at any one time.

6. A teacher on leave under this Section E shall accrue no benefits. However, upon return from such leave, prior accumulated leave days shall be restored, and the teacher shall be placed on the salary schedule he/she would have achieved in the year immediately following the commencement of the leave of absence.

F. RESUMPTION OF BENEFITS AFTER LEAVE

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical leave eligibility, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. A teacher granted such leave shall notify the Superintendent of Schools as stated in H below prior to the termination date of such leave of his or her intention to return to the District. A failure on the part of this teacher to so notify the Superintendent of Schools of such intention to return shall constitute an “abandonment of position” by the teacher.

G. REQUESTS FOR EXTENSION OF LEAVE

All requests for and grants of extensions or renewals of leaves shall be in writing.

H. RETURN FROM LEAVE

Teachers on leave must notify the District of their intent to return by April 1st of the year prior to their return. Any teacher whose scheduled return date from his or her leave is other than the start of school year shall give three (3) months notice to the District.

However, upon return from such leave, prior accumulated leave days shall be restored, and the teacher shall be placed on the salary schedule he/she would have achieved in the year immediately following the commencement of the leave of absence.

ARTICLE XVIII

NON-TEACHING DUTIES

A. GUIDELINES

The District and the Association acknowledge that the faculty’s primary responsibility is to educate the children and that its energies should, to the maximum extent possible, be utilized to this end. Since each building has its own unique set of circumstances, plans may be adapted at the individual buildings, through meetings of the principal and teachers, to fit the needs of that building.

1. ELEMENTARY GUIDELINES

Of the total of five (5) possible duties, i.e., five lunch or playground assignments weekly, no elementary teacher shall be assigned more than three (3) a week, the total of which shall not exceed one (1) hour in duration weekly. There may be three (3) assigned periods but there shall be at least two (2) unassigned periods per week. The total unassigned periods shall not exceed forty (40) minutes per week. The unassigned periods shall be used exclusively for individual or small group instruction of students. This period shall not include lunch.

2. MIDDLE SCHOOL GUIDELINES

The District shall post the position of lunchroom and playground supervision at the semester stipend of \$290.00 effective July 1, 2008 and \$301.00 effective July 1, 2009. Volunteers must express

their interest by April 15th. These volunteers shall be relieved of other supervisory assignments. In the event that there are insufficient volunteers, the building principal shall schedule teachers to this activity at the predetermined stipend on a rotational basis, within the school, subject to a teachers' ability to perform the assignment, for periods not in excess of one semester. These individuals shall be relieved of other supervisory duties.

3. **SENIOR HIGH GUIDELINES**

The District shall post the position of cafeteria (lounge, if any) supervision at the semester stipend of \$290.00 effective July 1, 2008 and \$301.00 effective July 1, 2009. Volunteers must express their interest by April 15th. These volunteers shall be relieved of other supervisory assignments. In the event that there are insufficient volunteers, the building principal shall schedule teachers to this activity at the predetermined stipend on a rotational basis, within the school, subject to a teachers' ability to perform the assignment, for periods not in excess of one semester. These individuals shall be relieved of other supervisory duties.

B. NONPROFESSIONAL DUTIES ELIMINATED

1. Generally teachers shall be relieved of nonteaching duties in the following areas: keeping of attendance registers, milk distribution (except kindergarten) and bulk delivery of books and supplies to classrooms. It shall be the policy of the District within budgetary guidelines to relieve teachers from other nonteaching duties.

2. Teachers shall not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal. If such approval is sought and granted, the teacher shall be indemnified for all personal liability from any accident which occurs provided that such teacher is free of negligence and has acted within the scope of his or her employment. The teacher shall be compensated at the rate per mile then allowed by the Internal Revenue Service for the operation of his or her own vehicle.

ARTICLE XIX

QUALIFICATION OF SUBSTITUTES

All positions which will be vacant for at least thirty (30) continuous school days will, to the extent possible, be filled by personnel who have met the State certification requirements. After a continuous thirty (30) school day trial period, such certified substitute shall be given a regular teacher's salary notice and shall accrue all monetary benefits and be paid as of the first day in said position on step at the appropriate rate on the salary schedule in the same manner as if said teacher had been originally employed as a full-time teacher. This limitation shall not apply to long term temporary teachers to whom all applicable provisions of the contract shall accrue.

ARTICLE XX

INSURANCE

A. HEALTH INSURANCE

1. Upon application by the teacher, the District shall provide, without cost to the teacher, full benefits under the State Health Insurance Plan or the Dutchess Plan, as selected by the District. Effective October 1, 2003, the District shall provide full benefits for each unit member under the Dutchess Alternate PPO Plan.

Effective July 1, 2008, teachers who wish to avail themselves of individual/family coverage shall pay nine percent (9%) of the entire monthly premium cost and the District shall pay ninety-one percent (91%) towards individual/family premium costs. Effective July 1, 2009, teachers who wish to avail themselves of individual/family coverage shall pay ten percent (10%) towards individual/family premium coverage and the District shall pay ninety percent (90%) towards individual/family premium costs. The District shall implement a Section 125 Internal Revenue Code Flexible Benefit Plan. In the event that the employee premium contribution under the Section 125 IRC Plan is declared taxable, the employee premium contribution requirements shall revert back to the language in effect before January 1, 1993.

Effective July 1, 2006, the District shall provide full benefits for each unit member as of his/her first day of employment.

2. Notwithstanding the above, part-time unit members who are hired after the date of ratification of this Agreement shall be entitled to receive, pro-rated District health insurance premium contributions, commensurate with their percentage of full-time employment. Any teacher involuntarily reduced from full-time status to part-time status shall maintain full-time coverage status.

3. In addition, the District shall offer Community Health Plan, Mohawk Valley and the Independent Health participating provider plans. The District's financial commitment shall not exceed the amounts contributed to the Dutchess Plan or State Health Insurance Plan for these plans.

4. The District shall continue to reimburse for retirees the Medicare, Part B deduction on a quarterly basis.

5. Health Insurance Buy-Outs - Effective July 1, 2004, the multi-level system shall be replaced with a voluntary health insurance buy-out of \$2,000.00. Those unit members who are married to a spouse who is also employed by the District shall be entitled to an individual health insurance coverage, if their spouse opts for individual coverage or one family coverage plus a \$2,500.00 annual health insurance buy-out payable to the spouse covered as a dependent.

6. The District will offer Domestic Partnership Health Insurance coverage subject to the requirements and procedures established by the Dutchess Health Insurance Consortium (DEHIC).

credits received beyond those levels shall be subject to prior approval by the Superintendent. The right to receive such compensation shall accrue upon the completion of the approved credit hours.

2. No teacher may receive payment for more than eighty-four (84) college credits beyond the Bachelors Degree or sixty-six (66) beyond the Masters Degree schedules, but teachers who had college credits beyond such maximums prior to July 1, 1975, shall continue to be paid for such college credits.

3. Teachers who have thirty (30) college credits beyond the Bachelor's degree shall receive:
\$672.00 effective July 1, 2008;
\$697.00 effective July 1, 2009.

4. Effective July 1, 2001 district-approved in-service hours may be accumulated in blocks of three (3) hours to meet the fifteen (15) hour requirement for one (1) in-service credit.

5. Hour Credit (Mentoring)

a. A teacher who assumes an annual mentoring assignment shall be awarded two (2) in-service credits at the conclusion of the school year. If a mentoring assignment is for half a year, one (1) in-service credit shall be awarded at the completion of the mentoring term. Each mentoring assignment shall not exceed two (2) in-service credits.

b. A unit member who assumes an annual mentoring assignment during the school year in which he or she retires shall receive compensation equal to the payment of two (2) in-service credits. A unit member who assumes a half-year mentoring assignment during the school year in which he or she retires shall receive compensation equal to the payment of one (1) in-service credit.

B. ENCOURAGE AND REWARD EARNED DOCTORATE SALARY SCHEDULES

A separate salary schedule shall be created for those members of the Association with earned doctorates (PhD and EdD) in their field of performance. The District and the Association shall mutually agree upon the higher education institutions that will be recognized. Mail order and correspondence degrees (such as Nova University) will not be accepted. The Salary Schedule shall be seven percent (7%) added to the Masters Schedule.

C. EXCELLENCE IN TEACHING

1. The ATA and the District acknowledge that in the course of reaching agreement on the salaries for each year, as set forth in this Agreement, monies received in categorical state aid for Excellence in Teaching or otherwise received for Excellence in Teaching have been expended by incorporating the same in establishing steps of the salary schedule.

2. National Board Certification

a. The District and the ATA recognize the value of encouraging teachers to seek National Board Certification by the National Board for Professional Teaching Standards. To that end, a program is hereby established, commencing with the

2003-2004 school year to enable teachers to participate in the certification process.

- b. The candidates for National Board Certification shall be responsible for making application to all known funding sources, to defray the cost of the application fee and any other costs attributable to the certification process. The District shall assist the candidates in seeking such grant funding, where applicable, and shall identify the known available funding sources to the candidates, with the ATA, prior to the time that application is made to the National Board for Professional Teaching Standards.
- c. In the event that grant funding sources are inadequate to cover all of the application and participation in the certification process, the District shall reimburse the candidate up to the sum of fifty percent (50%) of the application cost.
- d. The District shall provide loaned material and equipment (e.g., video cameras, editing equipment and computers owned by the District).
- e. Upon successful completion and receipt of certification from the National Board for Professional Teaching Standards, the District shall reimburse the candidate for the balance of the cost for the application, less any financial assistance the teacher may have received from non-District sources.
- f. Teachers who complete the process but do not achieve certification shall be responsible for any National Board Certification application fees that they might otherwise seek in future years.
- g. Upon completion of certification by the National Board of Professional Teaching Standards, the candidates shall continue to work with students in the classroom and perform such other roles that a Board-Certified teacher may assume to help improve the quality of classroom teaching.
- h. In addition to any financial compensation from (outside sources)/New York State and upon notification of the candidate's National Board Certification, the teacher shall receive \$3,000.00 each year for ten (10) years from the District commencing during the semester when certification is granted. In the following years, the amount paid shall commence with the first paycheck of the academic year.
- i. Those members who participate as National Board candidate support providers shall receive a \$3,000.00 stipend in addition to his/her certificate stipend.
- j. Collegiate credits shall be awarded for salary credit to teachers who successfully complete the NBPTS Certification process in accordance with the NBPTS Guidelines.

D. EXTRA-CURRICULAR POSITIONS

Extra-Curricular positions shall be paid in accordance with the Extra-Curricular Schedule appended to this Agreement as Schedule "B". Proposed new positions stipends and selected upgrades shall be determined by representatives of the parties by November 1, 2008.

E. LONGEVITY FOR EXTRA-CURRICULAR SCHEDULE

Starting with the fifth year of continuous service in the same sport or activity, the coach or advisor shall receive an additional 5% beyond the scheduled stipend. Starting with the tenth year of continuous service in the same sport or activity, the coach or advisor shall receive an additional 10% beyond the scheduled stipend.

F. GUIDANCE COUNSELORS

Guidance counselors shall have the option of working one additional month beyond the regular school year during the summer. The dates served and the length of the day worked shall be determined by the appropriate principal. Pay for such service shall be at the rate of one-tenth (1/10th) of that individual's annual salary. Guidance personnel who work in excess of 185 days per year shall receive in the following school year days off equivalent to the excess number of days worked, exact dates to be determined by the building principal.

G. HIGH SCHOOL COORDINATORS

High School Coordinators shall receive \$3,695.00, effective July 1, 2008 and \$3,832.00, effective July 1, 2009 in addition to that amount provided on the teachers' salary schedule.

The following shall prevail for high school coordinators:

1. No coordinator will have a regularly scheduled supervisory assignment.
2. A coordinator having between six (6) and twelve (12) professional staff members in his/her department will teach four (4) classes.
3. A coordinator holding a supervisory certificate and having more than twelve (12) professional staff in his/her department shall teach three (3) classes.
4. A coordinator not having a supervisory certificate and having more than twelve (12) professional staff in his/her department shall teach four (4) classes.
5. No coordinator shall teach fewer than three (3) classes.
6. When a major program change is being developed in a department, if there is mutual agreement between the coordinator and the building principal, a coordinator who has more than three (3) classes shall have one less teaching assignment.
7. If a coordinator with District responsibility feels the need for a personal schedule modification, he/she may seek this modification through discussions with the Superintendent.

8. **Summer Work** – High School Coordinators with more than twelve (12) professional staff members in his/her department shall have the option to work a minimum of ten (10) days during the summer. High School Coordinators with twelve (12) or fewer professional staff members in his/her department shall have the option to work a minimum of five (5) days during the summer. The per diem rate of pay for this work shall be 1/200th of annual salary for the current school year.

H. MIDDLE SCHOOL COORDINATORS

Middle School Coordinators shall receive an annual stipend of \$1,300.00, effective July 1, 2008 and \$1,349.00 effective July 1, 2009.

Middle School Coordinators shall be released from Supervisory assignments.

I. COMPENSATION FOR SUPERVISION OF STUDENT-TEACHERS

The following compensation shall be paid to a teacher for supervision of each student-teacher:

Full-time student teacher	\$300.00
Part-time student teacher	\$200.00

This payment shall be a one-time lump sum payment payable at the conclusion of the semester in which the student-teacher supervision occurs.

Teachers who have been granted hour credits for supervision of student-teachers for school years prior to the school year 1978-79 shall continue to receive compensation for such hour credits.

J. COMPENSATION FOR CURRICULUM WRITING AND IN-SERVICE TRAINING RATE

1. The curriculum writing rate for work beyond the school day and school year shall be \$45.00 per hour effective July 1, 2009.

2. The District, at its discretion, shall grant either in-service pay at the rate based on the following in-service instructor schedule or salary credit for all approved in-service activities beyond the school day and school year.

In-Service Instructor Schedule:

In-Service instructors who are Arlington teachers will be compensated at several levels depending upon the number of hours of the course/program.

Level “A” (three hours):	\$143.00 effective July 1, 2008
	\$148.00 effective July 1, 2009
Level “B” (six hours):	\$286.00 effective July 1, 2008
	\$296.00 effective July 1, 2009
Level “C” (nine hours):	\$428.00 effective July 1, 2008
	\$444.00 effective July 1, 2009
Level “D” (twelve hours):	\$571.00 effective July 1, 2008
	\$592.00 effective July 1, 2009
Level “E” (fifteen hours):	\$714.00 effective July 1, 2008
	\$740.00 effective July 1, 2009

3. The District, if in-service credit is approved, shall grant one (1) in-service credit for each fifteen (15) in-class hours of in-service activities attended.
4. In-service credits shall be paid in units of one (1) credit.
5. There shall be no limit on the accumulation of in-service credits for salary purposes.
6. Arlington teachers who provide in-service instruction during the school day may receive three (3) in-service hours toward in-service credit for each three (3) hours of instruction delivered.
7. Unit members, whose role is defined as a staff developer, will be compensated in the same manner as Arlington Teachers who deliver an in-service program beyond the regular school day. There will be no additional compensation for in-service training provided during the school day.

K. COMPENSATION FOR DISTRICT DIRECTED ACADEMIC INTERVENTION SERVICES, CSE MEETINGS AND IMPARTIAL HEARINGS

For AIS services, CSE meetings and impartial hearing witness time that occurs beyond hours of the regular workday and beyond the regular work year, the following rates will apply:

[Compensation for District directed Academic Intervention Services, CSE Meetings and Impartial Hearings]

Effective July 1, 2008	\$47.00
Effective July 1, 2009	\$48.00

The above-mentioned activities are district-directed. AIS shall be assigned by the district on a voluntary basis; attendance at CSE and Impartial Hearing assignments are required. CSE meetings and impartial hearings shall only be remunerated if they go more than one hour beyond the regular school day.

L. RETIREMENT INCENTIVE

1. Effective September 1, 2008 unit members who give written notice of retirement to the Superintendent by February 1, for the purpose of retirement on June 30th during the school year in which the unit member is first eligible, under this agreement, to receive retirement benefits from the New York State Teachers' Retirement System, without penalty, shall be entitled to be paid a retirement incentive benefit, in the manner described in a Memorandum of Agreement between the parties dated May 30, 2003, equal to forty (40%) percent of their final year's salary (includes base salary, credits and longevity).* The unit member must have completed at least fifteen (15) years of service in Arlington at the time of retirement. The retirement incentive payment shall be paid one-half (1/2) by November 1 of the calendar year of retirement and one-half (1/2) paid during the next calendar year following retirement but by no later than November 1 of that year, into the 403(b) IRC tax sheltered annuity account as a non-elective employer contribution. This clause shall expire on June 30, 2010, becoming null and void after that date except for the purpose of enforcing the rights of eligible individuals as set forth above.

* If a unit member has a birthday between June 30 and September 1, s/he may retire on their birthday of first eligibility as described above, instead of the June 30th following their birthday.

2. For the purposes of this provision of the agreement, it shall be understood that the New York State Retirement Enhancement Legislation of 2000 may or may not be credited to a teacher's years of service, at the sole option of the teacher, for the purpose of determining the school year in which the unit member becomes first eligible.

ARTICLE XXII

USE OF SCHOOL FACILITIES

A. ASSOCIATION'S USE OF BUILDINGS

The Association shall have the right to use school buildings without cost at reasonable times of any day or evening for its meetings and other business provided that such use shall not conflict with previously scheduled school events. The principal of the building in question shall be notified one day in advance of the time and place of all such meetings. Such notice shall be given not later than the close of school on the date before any such meeting.

B. FACULTY BULLETIN BOARDS FOR ASSOCIATION USE

There shall be a faculty bulletin board in each school building in the school system for the exclusive use of the Association. The present number and location of said bulletin boards shall not be changed except by mutual consent. At least one faculty bulletin board shall be installed in each new building at a location to be agreed upon by the parties hereto. No organization representing or purporting to represent employees in the employer-employee unit represented by the Association shall have the use of the bulletin boards and/or the school internal communication facilities except the Association and its affiliates.

C. ASSOCIATION USE OF INTERSCHOOL MAIL AND MAIL BOXES

The present policy allowing the Association the unrestricted use of interschool mail facilities and faculty mail boxes shall continue.

D. USE OF EQUIPMENT

The Association will be allowed the use of mimeograph and ditto equipment of the District without charge, except for supplies.

ARTICLE XXIII

GRIEVANCE PROCEDURE

A. DECLARATION OF PURPOSE

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District and its professional staff 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 employees in the unit represented by the Arlington Teachers' Association.

B. DEFINITIONS

2.1 A grievance shall be a claim by the Association that the District has violated this contract and has consequently adversely affected the welfare or terms and conditions of employment of any person or group of persons in the negotiating unit.

2.2 Association shall mean Arlington Teachers' Association.

2.3 Aggrieved Party shall mean the Association.

2.4 Party in Interest shall mean the P.P.R.& R. Committee of the Arlington Teachers' Association and any party named in a grievance who is not the aggrieved party.

2.5 Professional Practices, Responsibilities and Rights (P.P.R.& R.) Committee is the committee created and constituted by the Arlington Teachers' Association for the representation of the aggrieved, the Association and its members in the enforcement of the agreement and the assertion of their professional rights.

2.6 Hearing Officer shall mean any individual charged with the duty of rendering decisions at any stage on grievances hereunder.

C. PROCEDURE

3.1 All Grievances shall include the name and position of the teacher(s) involved, the identity of the provision of this agreement involved in the said grievance, the time when and 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 Association, and a statement, as specific as possible, of the nature of the grievance and the redress sought by the Association.

3.2 Except for informal decisions at Stage 1(a), all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the teacher and the Association.

3.3 If a grievance affects a group of persons and appears to be associated with system-wide policies, it may be submitted by the Association directly to the Chief Executive Officer at Stage 2 described below.

3.4 The preparation and processing of grievances, insofar as practicable, shall be conducted after the hours of employment. All reasonable effort shall be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

3.5 The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

3.6 Except as otherwise provided in Article 5.1(a) and 5.1(b), the Association and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.

3.7 No interference, coercion, restraint, discrimination or reprisal of any kind at any time shall be taken by the District or by any member of the administration against the Association, any party in interest, any representative, any member of the P.P.R.& R. Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

3.8 If any provision of this grievance procedure or any application thereof to any person or group of persons 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 shall continue in full force and effect.

3.9 The procedure hereby established shall be the sole remedy for grievances under this agreement.

D. TIME LIMITS

4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

4.2 No written grievance shall be entertained as described below, and such grievance shall be deemed waived unless written grievance is forwarded at the first available stage within twenty (20) school days after the Association knew or should have known of the act or condition on which the grievance is based.

4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under the agreement shall be barred.

4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the Association President and the P.P.R.& R. Committee 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.

4.5 In the event a grievance is filed on or after June 1 upon request by or on behalf of the Association, the time limits set forth herein will be reduced pro rata so that the grievance procedure can be exhausted prior to the end of the school term or as soon thereafter as is possible.

4.6 During the summer vacation, "school days" (as those words are used in this Article XXIV) shall mean week days, except for July 4 and Labor Day; provided, that "school days" shall not mean any day on which the Superintendent and his/her duly authorized representative (as described in Article XXIII, Section E) are both unavailable.

E. STAGES OF GRIEVANCE PROCEDURE

5.1 Stage 1:

a. The Association shall discuss the grievance with the assistant principal or principal with the objective of resolving the matter informally.

b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the assistant principal or principal. Within five (5) school days after the written grievance is presented to him/her, the assistant principal or principal shall render a decision thereon, in writing.

5.2 Stage 2:

a. If the Association is not satisfied with the written decision at the conclusion of Stage 1b and wishes to proceed further, it shall, within twenty (20) school days after receipt of the written decision, present the grievance to the Superintendent for his/her consideration.

b. Within five (5) school days after receipt of the appeal, the Superintendent of Schools, or his/her duly authorized representative, shall hold a hearing with the Association.

c. The Superintendent of Schools shall render a decision, in writing, to the Association, the P.P.R. & R. Committee and its representative within five (5) school days after the conclusion of the hearing.

5.3 Stage 3

a. If the Association is not satisfied with the decision of the Superintendent, then within twenty (20) days after the disposition of the grievance at Stage 2, the grievant may file with the District a demand for arbitration, or may appeal the decision at Stage 2 to the Board of Education.

b. The Board of Education at its own option may hold a hearing on a case filed for arbitration and by calling such a hearing the filing of the demand for arbitration shall be stayed until the Board has reached a determination. The Board of Education or its designee shall hold a hearing on the grievance within ten (10) days after the receipt of the appeal. The written decision of the Board of Education shall be rendered within five (5) school days of the hearing.

c. In the event that the Board of Education does not hold such a hearing and the Association does not request a hearing before the Board, the grievance shall proceed immediately to arbitration.

d. In the event that the Board rendered a decision and the Association is not satisfied with its disposition, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days after receipt of the decision of the Board.

e. The rules and procedure of the American Arbitration Association, including those rules and procedures governing selection of arbitrators, shall be followed.

f. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this agreement and shall be without power or authority to make any decision contrary to or inconsistent with, modifying or varying in any way, of the terms of this agreement or of applicable law or rules or regulations of the force and effect of law.

g. The decision of the arbitrator shall be final and binding on all parties.

h. The cost of the service of the arbitrator including expenses shall be borne equally by the District and the Association.

5.4 The District, at any time, acting through the Board of Education or the Superintendent, may register a grievance against the Association for failure to comply with the terms and conditions of the contract by filing a written complaint with the Superintendent, who will transmit the complaint to the President of the Association. Within ten (10) days there shall be a conference concerning the complaint by the District between representatives of the Association and the District. If the complaint cannot be resolved at this level, the District may in its sole discretion and at its sole option, bring the complaint to the arbitration stage of this grievance procedure.

ARTICLE XXIV

MISCELLANEOUS

A. COPIES OF BOARD AGENDA AND MINUTES

The Association shall be provided with twelve (12) copies of minutes of official Board meetings as soon as possible after such meetings. Twelve (12) copies of the official agenda for each Board meeting, and any attached documents shall be given to the Association as soon as possible prior to each Board meeting.

B. COPIES OF BOARD POLICIES AND RULES

The Association shall be provided with five (5) copies of the District personnel policies and rules and regulations and with five (5) copies of any changes in or amendments thereto.

C. COPIES OF AGREEMENT

Copies of this agreement shall be printed at Board expense and a copy given to each teacher. The District shall provide the Association with an electronic copy of this Agreement.

D. SAVING CLAUSE

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

E. AGREEMENT CONSTITUTES DISTRICT POLICY

This Agreement constitutes District policy for the term of said agreement, and the District shall carry out the commitments contained herein and give them full force and effect as District policy. The District shall amend its personnel policies and take such other action as may be necessary in order to give full force and effect to the provisions of the agreement.

F. COMMITTEES, ATA, DIRECTION OF STAFF, DISTRICT

It is agreed that the Arlington Teachers' Association has and retains full power and control over all of the committees which it is hereby required to establish and that the Arlington Teachers' Association retains the unilateral right to define the duties and power of such committees and to designate the members thereof, except where otherwise agreed in this contract. The management of the

District and its staff is governed by the laws of the State of New York, Commissioner's Regulations, and the Board of Education.

G. MAKE-UP TIME

The dates when time lost by reason of school closings shall be made up and shall be determined by discussion between the parties hereto.

H. PAY PERIODS

All teachers covered by this agreement shall be paid every other Friday of the academic year. All such teachers shall have the option of being paid on a twelve-month or a ten-month basis. Teachers who choose the twelve-month option shall receive the balance of their salary in their final check in June.

I. SUMMER POSITIONS

Where feasible, all openings for after school or summer school positions, which are not funded to a major extent from private sources, shall be publicized in each building for at least thirty (30) days prior to appointment.

J. LATE BUS

A late bus shall be provided one day per week for any elementary school that requests such. This bus shall leave one hour after normal dismissal time.

K. APARTMENT LIST

The District agrees to maintain a file of rooms, apartments and houses available to teachers of the District.

L. SUPERVISORY RELIEF

The President of the Arlington Teachers' Association shall be relieved of supervisory assignment and two (2) teaching assignment if the President is a secondary teacher; comparable relief shall be given if the President is an Elementary Teacher. If the President is an Elementary Teacher, it is recognized that a reassignment is necessary.

M. MINIMIZE LOST INSTRUCTIONAL TIME DUE TO TEST SCORING

Provisions will be made for teachers to voluntarily engage in the scoring of state administered tests at times that do not conflict with the instruction of students in order to provide more continuous, uninterrupted teaching. This will include afternoons, evenings, weekends, and days or times when students are not in session. Teachers shall be compensated at the AIS rates.

N. EXPERIMENTAL SCHOOL

In the event that the District establishes a magnet or experimental school, the Superintendent and ATA President shall meet to negotiate contract changes that are beneficial or supportive of the goals of the experimental school.

O. PUBLIC FEEDBACK

Annual survey feedback from secondary students (Grades 6-12) and all parents shall be solicited regarding teacher services satisfaction through forms jointly prepared by the Association and the Superintendent of Schools or his/her designee. Planning should take place during the Fall of 2004 and implemented in the Spring of 2005. This pilot program shall operate on a voluntary basis.

P. SYSOPS

The District shall employ two (2) SYSOPS at the High School during the 2008-2009 and 2009-2010 school years. [This provision shall sunset on June 30, 2010.]

ARTICLE XXV

DURATION

The provisions of this agreement shall be effective as of July 1, 2008, except as otherwise provided in this agreement, and shall remain in full force and effect until June 30, 2010. It is agreed that the negotiations shall not be reopened during the term of this agreement except as herein provided. Any District policies unaltered and unchanged by the language of this agreement shall remain in force, and it shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this agreement.

LEGISLATIVE CLAUSE

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.

THE ARLINGTON TEACHERS' ASSOCIATION AND THE ARLINGTON CENTRAL SCHOOL DISTRICT HAVE RATIFIED THE ABOVE AGREEMENT AND SUCH RATIFICATION IS VERIFIED BY THE SIGNATURES APPEARING BELOW.

ARLINGTON TEACHERS' ASSOCIATION

ARLINGTON CENTRAL SCHOOL DISTRICT

BY: _____ Date
PRESIDENT, ATA

BY: _____ Date
PRESIDENT BOARD OF EDUCATION

BY: _____ Date
CHIEF NEGOTIATOR, ATA

BY: _____ Date
SUPERINTENDENT OF SCHOOLS

SCHEDULE "A"

BACHELORS DEGREE SCHEDULE

<u>DEGREE/STEP</u>	<u>2008-09</u>	<u>2009-10</u>
B1	\$45,928	\$47,627
B2	\$47,166	\$48,911
B3	\$47,960	\$49,735
B4	\$51,433	\$53,336
B5	\$52,443	\$54,384
B6	\$53,600	\$55,584
B7	\$55,019	\$57,055
B8	\$56,508	\$58,599
B9	\$58,627	\$60,796
B10	\$60,755	\$63,003
B11	\$62,878	\$65,205
B12	\$64,992	\$67,397
B13	\$67,077	\$69,559
B14	\$68,606	\$71,144
B15	\$70,205	\$72,802
B16	\$71,897	\$74,557
B17	\$72,923	\$75,621
B18	\$74,080	\$76,821
B19	\$76,382	\$79,208
B20	\$85,891	\$89,069

Teachers moving on either the Bachelors or Masters Salary Schedule [from Step 19] to Step 20 shall have a maximum increase of \$7,000.00 effective July 1, 2007. [Effective the following year they shall be paid the full Step 20 amount.]

Longevity pay shall be conferred upon unit members on a cumulative basis upon reaching the following years of credited service in the District:

<u>2008-09</u>	<u>2009-2010</u>
Year 23: \$2,800	Year 23: \$2,900
Year 26: \$3,500	Year 26: \$3,600
Year 29: \$750	Year 29: \$750
Total: \$7,050	Total: \$7,250

SCHEDULE "A"

MASTERS DEGREE SCHEDULE

<u>DEGREE/STEP</u>	<u>2008-09</u>	<u>2009-10</u>
M1	\$49,410	\$51,238
M2	\$50,170	\$52,026
M3	\$50,905	\$52,789
M4	\$54,232	\$56,239
M5	\$55,210	\$57,253
M6	\$56,510	\$58,601
M7	\$58,151	\$60,302
M8	\$59,972	\$62,191
M9	\$62,157	\$64,457
M10	\$64,397	\$66,779
M11	\$66,635	\$69,100
M12	\$68,843	\$71,391
M13	\$71,110	\$73,741
M14	\$73,340	\$76,053
M15	\$75,541	\$78,336
M16	\$77,742	\$80,618
M17	\$78,953	\$81,874
M18	\$80,222	\$83,191
M19	\$83,028	\$86,100
M20	\$93,878	\$97,351

Teachers moving on either the Bachelors or Masters Salary Schedule [from Step 19] to Step 20 shall have a maximum increase of \$7,000.00 effective July 1, 2007. [Effective the following year they shall be paid the full Step 20 amount.]

Longevity pay shall be conferred upon unit members on a cumulative basis upon reaching the following years of credited service in the District:

<u>2008-09</u>	<u>2009-2010</u>
Year 23: \$2,800	Year 23: \$2,900
Year 26: \$3,500	Year 26: \$3,600
Year 29: \$750	Year 29: \$750
Total: \$7,050	Total: \$7,250

EXTRA-CURRICULAR SCHEDULE

Elementary

<u>ACTIVITY</u>	<u>2008-09</u>	<u>2009-10</u>
4TH AND 5TH GRADE CHAPERONE (CONCERTS, DANCERS)	\$69	\$72
AUDIO VISUAL	\$2,258	\$2,342
BAND	\$821	\$851
CO-CURRICULAR ACTIVITIES (4)	\$413	\$428
GIFTED STIPEND : EACH ONE	\$4,210	\$4,365
INTRAMURALS	\$924	\$958
INTRAMURALS, BOYS	\$1,847	\$1,915
INTRAMURALS, GIRLS	\$1,847	\$1,915
ORCHESTRA	\$821	\$851
STUDENT GOVERNMENT	\$413	\$428
SYSOP	\$2,947	\$3,056
YEARBOOK, INTERMEDIATE GRADES	\$413	\$428

Middle School

<u>ACTIVITY</u>	<u>2008-09</u>	<u>2009-10</u>
8th GRADE ADVISOR	\$821	\$851
AUDIO VISUAL	\$2,873	\$2,979
BASEBALL	\$2,135	\$2,214
BASKETBALL	\$2,401	\$2,490
BOOKSTORE	\$1,026	\$1,064
BOYS TRACK	\$2,401	\$2,490
BOYS TRACK ASST	\$1,745	\$1,810
CHAPERONE (AWAY)	\$71	\$74
CHAPERONE (HOME)	\$63	\$65
CO-CURRICULARS (8) PER BLDG: EACH ONE	\$413	\$428
COMMUNITY SERVICE	\$1,026	\$1,064
CREATIVE WRITING	\$1,026	\$1,064
CROSS COUNTRY	\$2,135	\$2,214
DETENTION	\$1,642	\$1,703
DRAMA PIT BAND DIRECTOR	\$952	\$987
DRAMA-CHOREOGRAPHER	\$952	\$987
DRAMA-COSTUME DESIGN	\$430	\$446
DRAMA-SCENIC DESIGN	\$430	\$446
DRAMATICS	\$1,227	\$1,272
GIRLS BASKETBALL	\$2,401	\$2,490
GIRLS FIELD HOCKEY	\$2,135	\$2,214
GIRLS GYMNASTICS	\$2,401	\$2,490
GIRLS SOCCER	\$2,135	\$2,214
GIRLS SOFTBALL	\$2,135	\$2,214
GIRLS TRACK	\$2,401	\$2,490
GIRLS TRACK ASST	\$1,745	\$1,810

GIRLS VOLLEYBALL	\$2,135	\$2,214
INTRAMURALS, BOYS (5) 2 HRS. PER WK: EACH ONE	\$2,052	\$2,128
INTRAMURALS, GIRLS (5) 2 HRS. PER WK: EACH ONE	\$2,052	\$2,128
MUSICAL ASSISTANT DIRECTOR	\$1,641	\$1,702
MUSICAL DIRECTOR	\$1,894	\$1,964
NATIONAL JUNIOR HONOR SOCIETY	\$2,052	\$2,127
SCHOOL NEWSPAPER	\$1,227	\$1,272
SKI CLUB*	\$3,090	\$3,204
SOCCER	\$2,135	\$2,214
STUDENT COUNCIL	\$1,642	\$1,703
SYSOP	\$2,947	\$3,056
WRESTLING	\$2,401	\$2,490
WRESTLING ASST	\$1,745	\$1,810
YEARBOOK	\$1,642	\$1,702

* FOR EACH YEAR ABOVE THIS STIPEND WILL BE REDUCED BY 50%
IF AVERAGE OF FIVE BUSES FOR EACH TRIP IS NOT ATTAINED.

High School

<u>ACTIVITY</u>	<u>2008-09</u>	<u>2009-10</u>
A.V.COORDINATOR	\$2,873	\$2,979
ATHLETIC TRAINER 1	\$4,360	\$4,521
ATHLETIC TRAINER 2	\$4,360	\$4,521
ATHLETIC TRAINER 3	\$4,360	\$4,521
BASEBALL, J.V.	\$2,718	\$2,819
BASEBALL, FRESHMAN	\$2,135	\$2,214
BASEBALL, VARSITY	\$3,887	\$4,030
BASEBALL, VARSITY ASST	\$2,730	\$2,831
BASKETBALL, GIRLS	\$4,360	\$4,521
BASKETBALL, GIRLS ASST	\$3,063	\$3,176
BASKETBALL, J.V.	\$3,050	\$3,163
BASKETBALL, J.V.GIRLS	\$3,050	\$3,163
BASKETBALL, FRESHMAN	\$2,401	\$2,490
BASKETBALL, FRESHMAN GIRLS	\$2,401	\$2,490
BASKETBALL, VARSITY	\$4,360	\$4,521
BASKETBALL, VARSITY ASST	\$3,063	\$3,176
BOWLING	\$3,050	\$3,163
CHAPERONE (AWAY)	\$71	\$74
CHAPERONE (HOME)	\$63	\$65
CHEERLEADING, J.V.	\$2,040	\$2,115
CHEERLEADING, VARSITY	\$2,914	\$3,022
CHOREOGRAPHER: DRAMATICS	\$1,270	\$1,317
COMPUTER TECHNICAL SERVICES	\$1,777	\$1,843
COSTUME DESIGNER: FALL DRAMATICS	\$575	\$596

COSTUME DESIGNER: SPRING DRAMATICS	\$575	\$596
CREATIVE WRITING	\$1,150	\$1,193
CREW	\$4,844	\$5,024
CREW, ASST 1	\$3,403	\$3,529
CREW, ASST 2	\$3,403	\$3,529
CROSS COUNTRY	\$3,887	\$4,030
DEBATE	\$1,777	\$1,843
DETENTION 1	\$2,052	\$2,128
DETENTION 1	\$2,052	\$2,128
DETENTION 2	\$2,052	\$2,128
DETENTION 2	\$2,052	\$2,128
DIRECTOR OF FALL PLAY: DRAMATICS	\$2,875	\$2,981
DIRECTOR OF SPRING MUSICAL: DRAMATICS	\$3,694	\$3,831
DRILL INSTRUCTOR	\$4,844	\$5,024
EXTRA-CURRICULAR ACTIVITIES (12), INCLUDING YOUTH AGAINST RACISM AND AMNESTY INTERNATIONAL	\$821	\$851
FASHION ADVISOR	\$821	\$851
FENCING	\$2,914	\$3,022
FCCLA	\$1,847	\$1,915
FIELD HOCKEY	\$3,887	\$4,031
FIELD HOCKEY ASST	\$2,730	\$2,831
FIELD HOCKEY, J.V.	\$2,718	\$2,818
FOOTBALL, ASST	\$3,403	\$3,529
FOOTBALL, J.V.	\$3,403	\$3,529
FOOTBALL, J.V. ASST	\$2,668	\$2,767
FOOTBALL, FRESHMAN	\$2,668	\$2,767
FOOTBALL, FRESHMAN ASST	\$1,942	\$2,014
FOOTBALL, VARSITY	\$4,844	\$5,024
FRESHMAN CLASS ADVISOR 1	\$821	\$851
FRESHMAN CLASS ADVISOR 2	\$821	\$851
FUTURE BUSINESS LEADERS OF AMERICA	\$821	\$851
G.O. ADVISOR	\$2,873	\$2,979
G.O. ADVISOR ASST	\$1,642	\$1,703
GOLF	\$2,914	\$3,022
GYMNASTICS	\$4,360	\$4,521
HANDICAPPED INTERSCHOOL 1	\$3,284	\$3,406
INTERNATIONAL CLUB	\$1,642	\$1,703
INTRAMURALS (2 HOURS PER WK)	\$2,052	\$2,128
JAZZ MACHINE	\$1,150	\$1,193
JUNIOR CLASS ADVISOR 1	\$1,642	\$1,703
JUNIOR CLASS ADVISOR 2	\$1,642	\$1,703
LACROSSE, ASST	\$2,718	\$2,819
LACROSSE, J.V.	\$2,718	\$2,819
LACROSSE, J.V. ASST	\$2,135	\$2,214

LACROSSE, VARSITY	\$3,887	\$4,030
MARCHING BAND	\$4,844	\$5,024
MARCHING BAND, ASST	\$2,422	\$2,511
MATH ADVISOR	\$1,777	\$1,843
NATIONAL HONOR SOCIETY	\$2,052	\$2,127
ORCHESTRA DIRECTOR: DRAMATICS	\$2,463	\$2,554
SCENIC DESIGNER: FALL DRAMATICS	\$1,150	\$1,192
SCENIC DESIGNER: SPRING DRAMATICS	\$1,150	\$1,192
SCHOOL PAPER, BUSINESS	\$1,847	\$1,915
SCHOOL PAPER, LITERATURE	\$1,847	\$1,915
SCHOOL STORE	\$2,052	\$2,128
SENIOR CLASS ADVISOR 1	\$1,642	\$1,703
SENIOR CLASS ADVISOR 2	\$1,642	\$1,703
SENIOR CLASS ADVISOR 3	\$1,642	\$1,703
SKI CLUB ADVISOR*	\$3,090	\$3,204
SKI CLUB ASSISTANT*	\$1,642	\$1,702
SOCCER, GIRLS VARSITY	\$3,887	\$4,031
SOCCER, GIRLS VARSITY ASST	\$2,730	\$2,831
SOCCER, J.V.	\$2,718	\$2,819
SOCCER, J.V. GIRLS	\$2,718	\$2,819
SOCCER, FRESHMAN	\$2,135	\$2,214
SOCCER, VARSITY	\$3,887	\$4,031
SOCCER. VARSITY ASST	\$2,730	\$2,831
SOFTBALL, GIRLS	\$3,887	\$4,031
SOFTBALL, GIRLS ASST	\$2,730	\$2,831
SOFTBALL, J.V. GIRLS	\$2,718	\$2,819
SOFTBALL, FRESHMAN	\$2,135	\$2,214
SOPHOMORE CLASS ADVISOR 1	\$821	\$851
SOPHOMORE CLASS ADVISOR 2	\$821	\$851
SPRING TRACK	\$4,360	\$4,521
SPRING TRACK ASST	\$3,050	\$3,163
STEP TEAM	\$2,040	\$2,115
STRING ENSEMBLE	\$706	\$732
SWIMMING, VARSITY	\$3,887	\$4,031
SWIMMING, VARSITY ASST	\$2,720	\$2,821
SYSOP 1	\$2,946	\$3,055
SYSOP 2	\$2,946	\$3,055
TENNIS	\$2,914	\$3,022
TENNIS, GIRLS	\$2,914	\$3,022
TRACK, ASST 1	\$3,050	\$3,163
TRACK, ASST 2	\$3,050	\$3,163
TRACK, GIRLS	\$4,360	\$4,521
VOCAL MUSIC DIRECTOR: DRAMATICS	\$2,403	\$2,492
VOLLEYBALL	\$3,887	\$4,031
VOLLEYBALL, J.V.	\$2,718	\$2,818

VOLLEYBALL, FRESHMAN	\$2,135	\$2,214
WEIGHT TRAINING, BOYS, 2XPER WK	\$2,052	\$2,128
WINTER GUARD	\$1,559	\$1,617
WINTER TRACK	\$4,360	\$4,521
WINTER TRACK ASST	\$3,050	\$3,163
WRESTLING	\$4,360	\$4,521
WRESTLING JV	\$3,050	\$3,163
WRESTLING, ASST	\$3,050	\$3,163
WRESTLING, FRESHMAN	\$2,401	\$2,490
WRESTLING, FRESHMAN ASST	\$1,745	\$1,810
YEARBOOK, BUSINESS	\$2,873	\$2,979
YEARBOOK, LITERATURE	\$3,887	\$4,030

* FOR EACH YEAR ABOVE THIS STIPEND WILL BE REDUCED BY 50%
IF AVERAGE OF FIVE BUSES FOR EACH TRIP IS NOT ATTAINED.