

AGREEMENT
BETWEEN THE
OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT
AND THE
OAKFIELD-ALABAMA TEACHERS ASSOCIATION

OAKFIELD, NY
2016-2019

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ARTICLE I – RECOGNITION

Pursuant to the New York State Public Employees Fair Employment Act the District recognizes the Association as the exclusive collective negotiating representative of all regular full-time and part-time certificated personnel, including teachers, guidance counselors, librarians, and teacher assistants, but excluding the Superintendent of Schools, administrative staff, substitutes employed for one-half (1/2) of a school year or less, and all other employees.

ARTICLE II – ACADEMIC FREEDOM

The District and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school system, and they acknowledge the fundamental needs to protect teachers from censorship or restraint which might interfere with their obligations to pursue true performance of their classroom functions.

The teachers are individuals and through their committees and departments, together with the administration, should be responsible for determining when and how to deal with controversial issues according to the maturity and needs of students and the policies of the District.

The administration will be available to assist teachers who are in doubt regarding the appropriateness of discussing certain controversial issues. It shall further have the responsibility for approving or disapproving any non-school personnel invited to present a viewpoint to students.

ARTICLE III – ASSOCIATION RIGHTS AND RULES

A. Non-discrimination:

The Association and the District affirm their continued support of a nondiscriminatory policy regarding race, color, nationality, creed, sex, marital status, age, membership in the Association, or participation in its activities.

B. Use of the District Facilities:

Upon request to the appropriate building principal, the Association may be allowed to use school facilities without cost for its professional activities in accordance with rules established by the Board and the Administration.

Space of at least 4 square feet on one bulletin board shall be reserved at an accessible place in each building for the exclusive use of the Association for the purpose of posting materials dealing with proper and legitimate Association business. Bulletin boards located in areas normally frequented by students are not to be used for such purposes.

The Association shall reimburse the District for the cost of supplies used in carrying on Association business and accepts financial liability for damage to school equipment attributable to their use.

C. Board Information:

Tentative agendas for each Board meeting can be accessed through the Board of Education page on the District website. The Association will be provided a copy of the Board's personnel policies, rules, and regulations, and will also receive a copy of any major changes or amendments as they occur.

D. Agreement Distribution:

Copies of this agreement will be prepared at the expense of the District. Each member of the instructional unit shall be provided a copy of this agreement. The Association will be provided with additional copies of the Agreement for its use. The Association will pay for the cost of supplies for any such additional copies.

E. Association Business Time:

Association business should normally be conducted outside the teacher's normally scheduled duty hours. The four elected executive Association officers and the negotiations spokesperson, may, however, conduct such business as necessary during their unassigned time, provided it does not interfere with their assigned duties or with the duties of other unit members.

When such business requires the absence of such officers or spokesperson from their assigned buildings to travel to another building, they shall so notify the building principal or supervisor, or, in case of the administrator's absence, shall notify the secretary in that office.

F. Presidential Courtesy:

In preparing schedules, consideration shall be given to scheduling the unassigned time of the Association President to facilitate carrying on necessary Association business to the extent that such scheduling does not interfere with optimum student scheduling. The Association President will have 30 minutes of prep time in addition to their contractual allocation.

G. Representation at Meetings:

In cases where meetings concerning other than subject matter, curriculum, or instruction are called during school time by the New York State Education Department or the New York State Public Employment Relations Board and where the sponsor encourages release of unit members for attendance, such leave may be granted at the discretion of the Superintendent to those unit members recommended by the Association.

ARTICLE IV – SALARY NOTICES, ASSIGNMENTS AND TRANSFER

A. Salary Notice:

Salary agreements for all positions covered by this agreement shall be issued to all unit members as soon as practicable following the conclusion of the negotiated Agreement between the District and the Association. Each notice shall include the unit member's base salary, graduate credit compensation, type of appointment, and total salary amount.

B. Teacher Assignment:

A teacher desiring an assignment change is encouraged to voluntarily submit a statement of current qualifications and interest in such change or promotion. Such a statement should be submitted to building principals by March 1st.

Where possible, prior to determining assignment changes, teachers involved will be notified and their views concerning them taken into consideration.

In the event that a change in assignment is being considered, the teacher involved will be notified of the subject matter/grade level assignment as soon as the change is considered, if possible by June 30th.

C. Requests for Transfer:

If a member of the faculty submits a "letter of interest" for a vacant position, he/she shall be given full consideration with due consideration being given to the teacher's length of service in the District. Notice of all vacant or new positions shall be transmitted by electronic mail to all Association members.

Teachers shall not jeopardize their present standing in the District by applying for a transfer to a vacant position.

Department or grade chairpersons may be asked to advise the administration of their appraisal of candidates for existing vacancies.

D. Transfer Upon Elimination of Position:

In the event that a teacher's position is eliminated, the District will make a good faith effort to place the teacher in an available position, provided the teacher is qualified for the position.

Where position cuts are involved, the teacher will be considered before outside applicants. Should a teacher be denied transfer to an available position under this section, because there were no available positions, then he or she shall be notified and be given consideration subject to provisions of this Section D, if a vacancy occurs within one year.

A teacher must indicate interest within ten days after receipt of notice. Nothing contained herein shall be construed to limit the rights of a teacher granted by statute.

ARTICLE V – FACULTY FACILITIES

Unit members in each building will have a work area in which to prepare for daily lessons. The work area will have a computer, printer, laminating machine, worktable, scantron machine, office supplies, and access to duplicating equipment at least equal to that used in other parts of the building. Such work areas should be adequately heated, lighted, and ventilated.

Where possible, a faculty room shall be provided separate from the work area. This room shall be well lighted, heated, ventilated, and contain adequate seating.

Unit members in each building shall have access to a telephone with privacy at any time of the school day.

ARTICLE VI – RESPONSIBILITIES OF PERSONNEL

A. Rules, Regulations and Responsibilities:

The duties and responsibilities of school positions shall be clearly defined and made known to each member of the professional staff. All rules and regulations applying to faculty are to be written in the Teacher's Handbook. Each teacher shall also be provided a copy of the student handbook, which shall contain school rules applying to students. Each building principal shall inform his/her faculty of new rules and policy changes affecting them as they are adopted and maintain a file of same which shall be available to them.

A unit member without homeroom responsibilities may be assigned other teaching duties or routine supervision. A written explanation of these duties will be provided to each assigned unit member.

ARTICLE VII – PROTECTION OF UNIT MEMBERS

A. Assault and Battery:

All cases of assault and/or battery by a student to, or against, a unit member must be reported in writing to the Superintendent. Assault is defined as any apparent threat to do physical harm; battery is defined as any illegal beating or touching of another person, either directly or with another object.

The unit member will also be responsible for reporting to the building principal any case of assault and/or battery witnessed in school buildings, on school property during the regular school day, or at school sponsored activities. The building principal shall acknowledge the receipt of such reports.

B. Incidents with Other Personnel:

In the event of assault and/or battery by another faculty member and/or other building personnel, the Superintendent must be notified in writing and will acknowledge the receipt of such a report. The Superintendent will then take such action as deemed necessary.

ARTICLE VIII – TEACHING CONDITIONS

A. Class Size:

The parties recognize that pupil-teacher ratio is one important aspect of an effective education program. The District agrees to direct its efforts toward maintaining class sizes at reasonable levels.

Pupils shall not be assigned to any classroom in larger number than the capacity of the classroom and the teaching facilities rendered acceptable in compliance with existing law.

B. Work Year:

The work year shall consist of not more than one hundred eighty-six (186) working days. Unit members shall not be required to report earlier than three days prior to the first day school is in session for students, with the exception of new personnel who may be required to attend additional orientation sessions. The 186th day will be meeting free and for the purpose of teacher preparation only. This day must be scheduled prior to the first day of student attendance. With the exception of counseling personnel, attendance will not normally be required after the last day of the official school calendar, provided all required duties have been completed.

Counseling personnel will receive a per diem rate (1/200th) for a maximum of 20 days worked beyond their 10 month commitment. All days worked must be pre-approved by the respective building principal.

All other unit members who are required to attend functions, including curriculum planning, that occur outside of their 10 month commitment will be compensated at a rate of \$25.00 per hour.

The District reserves the right to re-schedule the school calendar for cause but shall not increase the number of working days as set forth in paragraph 1 of this article.

NOTE: Unit members will work 185 days in the 2016-17 school year. The increase in days will take effect July 1, 2017.

C. Work Hours:

The scheduled duty hours for unit members shall not exceed seven hours and twenty minutes, except that these hours may be exceeded occasionally for administrative purposes such as faculty meetings and unforeseen emergencies. Parent-Teacher conferences at the elementary and middle school levels may extend the regular school day to a maximum of 9 hours and 20 minutes consecutively, on one scheduled conference day in the fall and on one scheduled conference day in the spring, not on a day preceding a holiday.

Normally, teaching personnel may leave immediately following bus departure on the last school day of a week or the day preceding a holiday.

D. Duty Free Lunch Periods:

Each full-time member shall be assigned an uninterrupted thirty (30) minute lunch period, during which time that faculty member has no duty requirements.

E. Preparation Times:

Elementary teachers and assistants shall have two hundred and ten (210) minutes of duty free time to be used for preparation on a weekly basis, to be equalized as near as possible on a daily basis. In addition, elementary teachers will have four (4) ½ day curriculum and instruction work sessions. These sessions must be approved by the elementary principal. One (1) ½ day session will be building wide with no student attendance.

Middle/High teachers will have seven (7) periods of responsibility as per the chart below. This is based on a ten (10) period day. Preparation time must be renegotiated if office hours are eliminated.

Instructional Assignments	Office Hours	Duty Assignments
5	1	1
5 ½	1	½
6	1	None

The 6th instructional assignment must be AIS or an elective. Every effort will be made to assign a study hall as a duty for teachers with four (4) or more preparations. Middle/High teaching assistants will have one (1) preparation period per day.

F. Extended Teacher Day:

Participation in activities voluntarily sponsored or assumed by teachers, or advising student groups seeking extra work or progress in the teacher's subject area shall not be compensated, except as otherwise specified in this Agreement. The teachers recognize that their responsibility to students and to their profession may require the performance of duties that involve the expenditure of time beyond that of the scheduled school day.

G. Class List:

Whenever possible, one day prior to the first day of classes, all teachers will be able to access a list of those students expected to be assigned to their classes.

H. Elementary Final Week:

The Elementary School must have a minimum of 176 student attendance days. During the final 5 days of the school year, Elementary teachers will have a full day regular schedule on the first two days of that 5 day period. Should the threshold of 176 days be met at that time, the remainder of the final 5 days will have no student attendance. Should the threshold of 176 days not be met, the remaining days will be half days, until the threshold is met.

I. Substitutes:

The District will make every effort to avoid using bargaining unit teachers as substitutes when it knows in advance that a teacher will be absent. Unit members will only be requested to be substitutes in emergency situations when no other substitute is available for the period. Unit members will only be allowed to substitute during their planning period and may not be used to cover another teachers' assignment within the same classroom. Unit members may only cover up to two (2) forty (40) minute periods per week.

Unit members interested in serving as a substitute teacher must submit their periods of availability to their building secretary by the 2nd Friday of the school year. Members appointed after the 2nd Friday of the school year will have 10 school days from their date of hire to notify their building

secretary if interested. An alphabetical wheel of names will be developed. Substitute coverage will be awarded by the building principal or assistant principal on a daily basis. Any member unavailable for such assignment or who declines an assignment will not again be available until the wheel has been exhausted. In the event that an assignment is canceled by the building principal or assistant principal, the unit member providing coverage will be eligible for a make-up assignment.

Unit members will be compensated at a rate of \$20 per 40 minute coverage period. Compensation for coverage of a period is only applicable when a principal or assistant principal assigns the unit member to a coverage period.

J. Summer School:

Unit members, currently employed by the District, will be given the first opportunity to teach any summer school course in their discipline operated by the district. The position will be open to any certified teacher if it cannot be filled by a current member of the faculty.

Summer school teachers will receive \$25.00 per hour. Teachers will receive 30 minutes of preparation per 90 minutes of instruction.

K. Non-Resident Students:

Bargaining unit members who reside outside the district may elect to enroll their school aged children in the Oakfield-Alabama District on a no-tuition basis. Except in extraordinary circumstances, such enrollment will occur at the beginning of a given school year.

Transportation to and from school will be the sole responsibility of the bargaining unit member.

ARTICLE IX – PRIMACY OF INSTRUCTIONAL PROGRAM

The parties agree that optimum school facilities for both students and teachers are desirable to ensuring a high quality educational program. The primary responsibility of the teacher is to teach; the District and administration shall direct their efforts toward insuring that maximum utilization of the teacher's training, ability, and time are utilized to this end. Insofar as possible, unnecessary interruption or disturbance of classes shall be avoided.

It is the responsibility of the District to provide instructional supplies, materials, and equipment deemed adequate by the faculty members, committees, and administrators.

Teacher assistants may be employed to assist the professional teacher in the performance of responsibilities. Any teacher assistant hired shall work only under the direct supervision of a professional teacher when assisting in the performance of instructional duties. The term "direct" supervision shall not preclude the assistant from working with small groups of students in the instructional activities outside their classroom under the supervision of, or pursuant to instruction from a teacher.

ARTICLE X – PERSONNEL/MENTOR

A. Presenting Recommendations to the Board:

The administration shall make recommendations concerning the continuation of employment in all cases. These recommendations are to be based upon the administrator's formal and informal observations, knowledge of the teacher's performance as presented by the grade and department chairperson, and any other pertinent information which comes to his/her attention and which has a bearing on employment decisions.

B. Personnel File:

The District shall maintain for each unit member, a personnel file which shall be in the possession of the Superintendent. In that file shall be placed all written material bearing directly upon the unit member's employment in the District.

Upon request of a unit member at reasonable times, a unit member shall be allowed to view in the presence of the Superintendent any material in his/her personnel file, except confidential references, or placement materials from colleges or universities. The unit member shall be allowed to initial and copy the material viewed.

Nothing shall be removed from the unit member's personnel file unless mutually agreed by the Superintendent and the unit member. The Superintendent may destroy any and all materials in the personnel file of a unit member no longer employed by the District.

C. Mentor Teachers:

Each non-tenured teacher will be assigned a mentor teacher. Mentors should be in the same building as the non-tenured teacher. Mentor teachers must be tenured personnel with a minimum of 5 years teaching experience in the District. Teachers meeting these qualifications and interested in becoming mentors should notify their building principal before the end of school in June. A committee consisting of both building principals, the OATA president and one veteran (minimum 5 years experience) teacher from each building will meet during the summer to select and assign mentors. Teachers will be notified as soon as possible but not less than two weeks prior to the start of school of their selection as mentors and the name of their mentee. Mentors will receive training provided by the OATA and the District through both the Genesee Region Teacher Center and the New York State United Teachers. At a minimum, mentors will meet with their assigned teacher, on average, for 60 minutes per month. Log books will be kept in the Main Office of each building for the purpose of logging meeting dates and times. No other written records of mentor-mentee shall be kept. A mentor may have a maximum of one mentee at any time. Mentor pay will be determined on the extra-curricular scale. Payment will be per mentee. If there are more non-tenured teachers than mentors available, mentors will be assigned to the least experienced teachers first.

ARTICLE XI – ETHICAL CONDUCT

The Association will do its utmost to encourage unit members to comply with all regulations of the Board and the administration.

ARTICLE XII – TERMINATION

A. Resignation:

Each member of the professional staff is expected to complete the full period covered by the salary agreement. It shall be considered the ethical responsibility of each unit member to give notification to the Superintendent as soon as possible after s/he knows that s/he will be terminating his/her service.

B. Dismissal of Non-Tenure Teachers:

Teachers whose employment is recommended for termination during or at the end of their third year of service shall, upon request to the Superintendent within two weeks after notification of the recommendation of termination, be entitled to a hearing before the Board of Education or a committee thereof within 30 days. Hearings for teachers considered for dismissal during or at the end of their first

or second years of service shall be at the discretion of the Board. Decisions rendered by the Board of Education under this section are not subject to the grievance-arbitration provisions of this agreement.

ARTICLE XIII – LEAVES OF ABSENCE

Each school year, unit members shall be credited with leave allowance as provided below. Leave accrued in any category shall not be transferable to any other category. For any absence beyond the allowance specified, deductions shall be made at 1/200th of the unit member's annual salary for each deductible day.

A. Leave Days:

Unit members shall be credited with 16 leave days per year. Unit members employed during the school year shall have their leave prorated based on their months of service. A maximum of 14 leave days may be added to the unit member's leave bank at the conclusion of each school year. Leave days will not be used for the express purpose of extending a vacation. An absence of more than 3 consecutive days requires a doctor's note or prior approval from the building principal.

If leave days are needed for serious illness in the immediate family, a unit member may use up to 15 consecutive leave days for this purpose. Immediate family is defined as husband, wife, father, mother, brother, sister, children, grandparents, aunts, uncles, stepparents and all in-laws (father, mother, brother, sister). Unit members must request a leave of absence, of definite duration, from the Board if additional time is needed.

The Board may require a unit member to be examined by a physician designated by the Board to determine the ability of a unit member to work. If the physician determines the unit member is not capable of fully performing their role, the unit member must apply for a leave due to personal illness. If the physician determines the unit member is capable of fully performing their role, the unit member must return to work. If a unit member has been on leave due to personal illness for one (1) year and has exhausted all regular sick leave and sick leave bank benefits, the District may take proper action to terminate the unit member's services.

B. Bereavement Leave:

For death in the immediate family a maximum of five days per school year will be allowed under Emergency Family Leave. "Immediate family" is defined as husband, wife, father, mother, brother, sister, children, grandparents, aunts, uncles, stepparents and all in-laws (father, mother, brother, sister). If because of special circumstances, a unit member finds that a case exists where a person not described here should be considered to qualify under this policy, it shall be subject to prior approval of the Superintendent. Should the need for additional bereavement leave arise, leave will be granted. However, these additional days shall be deducted from leave days and must have prior approval from the Superintendent.

C. Representative Leave:

A maximum of three days per school year will be allowed if the teacher is an elected or appointed executive officer of a state or national education organization, the duly elected representative to the New York State United Teachers or the official Retirement Delegate. Should the association wish to send a representative to the Committee of 100, leave time will be given and the Association will cover the cost of a substitute. No conference expense shall be borne by the Board.

D. Conference Leave:

Purpose: Six thousand dollars (\$6,000.00) shall be budgeted each year for teacher initiated educational and conference leave requests for the sole purpose of acquiring knowledge, skills and strategies devoted to enhancing our pedagogical competencies. The apportionment shall be equally divided between the elementary and secondary buildings. The money shall be used for the purpose of paying the direct cost of attending educational conferences, workshops, seminars, and in-service courses held outside of the District. Direct costs may include, but are not limited to, transportation, housing, food, and fees.

As part of the 100 hour professional development requirement for maintaining professional certification, the District will provide various opportunities for collaborative learning experiences that will meet the required terms of professional development.

Requests: Each teacher may request attendance at one or more conferences in his/her discipline or grade level. Attendance will be limited to a maximum duration of three days. When special reasons exist, more than one teacher from a department may be authorized to attend a given conference. A signed, written request, on a form provided by the District, must be submitted by a teacher to the building principal. Copies of these requests will then be forwarded to the Superintendent for his/her approval. The Superintendent will respond to all requests no later than ten (10) school days prior to attendance at the conference.

Reports: Following the conference, workshop, seminar or in-service, the teacher must submit a written report on what he/she has learned to the building principal or must make a presentation to either his/her respective building faculty or department/grade level teachers. This presentation must be documented with the building principal. If the conference is approved, the teacher will be reimbursed for all agreed upon expenses following the completion of the conference and all other requirements.

E. Jury Duty:

Jury duty leave must be granted to any unit member who is required to perform jury duty. Such unit members shall be entitled to his/her regular pay but shall pay over to the District monies received as jury pay. During the period of such service, she/he shall be expected to report to school and perform duties there at any time that she/he is not required to be in attendance for such jury duty.

F. Professional Leave:

In the event that a tenured teacher is called upon to perform professional services for a recognized state or national organization, s/he may submit an application to the Superintendent requesting leave without pay for the duration of such assignment. The application will contain all details of the assignment including the name of the organization and/or committee, the duties to be performed, and the need to this particular teacher to perform them. If such leave is granted, it will be for a full school year or the balance of a school year, with reinstatement normally only at the beginning of a school year.

G. Other Leave:

When a teacher is required to appear in court on behalf of the district, additional leave with pay shall be granted.

H. Visitation Day:

Teachers, upon written request to the building principal and with the approval of the Superintendent may be granted one day per year to visit schools other than their own for the purpose of improving instruction. Requests for visits shall be submitted five days prior to the visit.

I. Leave of Absence:

A full-time tenured teacher may request, in writing, a leave of absence without pay. Such request shall be directed to the Board of Education and shall specify the reasons for and the dates of the requested leave. Whether and under what conditions a leave is granted shall be in the sole discretion of the Board of Education.

J. Sick Leave Bank:

The sick leave bank shall be maintained as follows:

1. Each new teacher shall contribute one day to the bank at the end of the first month of employment.
2. When the number of days in the bank drops below 100, each teacher will contribute one day to the bank. Unit members that have submitted a letter of intent for retirement purposes will be exempt from this contribution.
3. The District shall contribute ½ the number of days contributed by the teachers.
4. The teacher may draw sick leave days from the bank to a limit of 185 consecutive school days.

Qualifications for use of the sick leave bank include the following:

1. The teacher shall have used all accumulated leave days;
2. The teacher must be absent from work due to illness or injury for 20 or more days;
3. If the teacher qualifies for use of the bank but did not receive paid leave days during the 20 day period in subsection (2), days from the bank will be applied retroactively.
4. The District may require Doctor's evidence of the illness or injury necessitating use of the sick leave bank.

At the beginning of each school year, the District shall give the Association President a report as to the use of the sick bank in the previous school year and the number of days remaining in the sick bank.

K. Family and Medical Leave Act:

All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993, where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

ARTICLE XIV – PARENTAL LEAVE

A. Upon request, a unit member is entitled to parental leave for the birth and care of his/her newborn child which shall consist of a leave of absence without pay for two (2) full semesters, excluding the semester in which the leave begins, unless mutually agreed upon by the unit member and the Superintendent. The Board of Education may, in its sole discretion, upon the written request of a unit member, grant an extension of said leave of absence. The purpose of such leave shall be for child rearing.

B. At least four months prior to the intended commencement of such leave, the unit member shall submit to the building principal a written statement indicating the date on which the unit member wishes the leave to commence, and the date on which the unit member intends to return from said leave. The commencement and return dates shall be mutually arranged between the unit member and the building principal.

- C. A unit member may request to return to active duty prior to the expiration date of such leave of absence. The Superintendent may grant or deny the request at their discretion.
- D. Provided the unit member reports for duty at the end of the leave period, the unit member shall be entitled to the same or equal status held as of the commencement of said leave.
- E. The above provisions shall also apply for child care and rearing in the case of a unit member who adopts a child. The time constraints in Section B above will be waived. It is expected the unit member will keep the administration informed of progress in adoption.

ARTICLE XV – SABBATICAL LEAVE

Any teacher who has been in the employ of the District for seven successive years may apply for a sabbatical leave for approved study for one year at half pay or one-half year at full pay. The applicant must make request for leave in writing stating the purpose and objectives of the requested sabbatical. Applications for leave to start with the second semester must be filed prior to the end of the preceding September; those for a leave to begin in September must be filed by February 1st.

Approval of sabbatical leave shall be contingent upon the following conditions:

1. No more than one teacher may be absent on such a leave at one time.
2. No more than one sabbatical leave will be granted to any one teacher in any seven year period.
3. A recommended qualified replacement must be available.
4. The applicant must be permanently certified in his/her teaching discipline.
5. The applicant must agree in writing to continue in the employ of the District for at least two years upon completion of the leave. (Should later circumstances make it impossible to comply with his/her agreement, s/he shall notify the Superintendent immediately, forfeit all sabbatical pay due, and refund immediately monies received as sabbatical pay.)

Final approval or disapproval of an applicant's request for sabbatical leave shall be made by the Board, and such decision shall not be subject to review. The Board shall act after receiving recommendations from a duly appointed committee of five representing the Board (one member), the Administration (two members), and the Faculty (two members). Application will be judged solely upon their merit and their relevance to the needs of the school system. Seniority, order of application, and /or position in the school district shall be secondary to the intrinsic merits of the application. If more than one application is received, those with no record of previous sabbatical leave shall be considered first.

ARTICLE XVI – POLICY DEVELOPMENT COMMITTEE

The Education Policy Committee of the Association may, at its request, meet with the Superintendent at least once every two months during the school year to review and discuss current practices, common goals and problems, long term plans and philosophy. In order to ensure opportunity for all teachers to contribute to these discussions, all proposals to be discussed at such meeting, shall be distributed to each building representative at least one week in advance of such meetings. Such discussions may include all matters of professional concern which affect our educational program. The Superintendent may invite one or more Board member to any such meeting.

ARTICLE XVII – GRIEVANCE PROCEDURE

1. Policy

Both parties recognize the importance of an orderly, clearly defined procedure to resolve differences which may arise from an alleged violation of the provisions of this Agreement or the interpretation or application thereof. This procedure is established so that such grievances may be resolved promptly, on an orderly basis, in an equitable manner and without coercion, restraint, or reprisal.

2. Definitions

- 2.1 A grievance is any claimed violation, misinterpretation, or inequitable application of any of the terms and conditions of this agreement.
- 2.2 An aggrieved party shall mean any person or group of persons in the unit filing a grievance.
- 2.3 The term days shall mean calendar days, excluding the days designated as Christmas and Easter vacation.
- 2.4 An informal presentation shall mean an oral statement by the unit member of the grievance.
- 2.5 A formal presentation shall be a written statement of the grievance signed by the unit member(s).
- 2.6 The building principal shall mean the elementary or secondary principal having jurisdiction over the aggrieved party.
- 2.7 The Superintendent shall mean the person making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the problem.

3. General Procedures and Principles

- 3.1 A party in interest may be represented at all meetings and hearings at all steps and stages in the grievance and arbitration procedure by a representative of his/her choosing.
- 3.2 Each written grievance shall include the name and position of the aggrieved party, the article and section of this agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed or occurred, the identity of the party allegedly responsible for causing the existence of the events or conditions, if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.3 Nothing contained in this article shall be construed as limiting the right of a unit member having a grievance to discuss the matter informally with any appropriate member of the administration, or settling the grievance at any stage of these procedures.
- 3.4 Grievances dealing with issues of a general nature which affect a group or class of unit members may be initiated in writing by the Association at the level of the grievance procedure where supervision is common to all members of the group. All members of the group alleged to be aggrieved must be identified.
- 3.5 Except for the informal decisions at Stage 1, Section 5.0 herein, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the unit member and the Association.
- 3.6 The preparation and processing of grievances may be conducted during the school day provided that all persons involved are on unassigned time. Classroom and assigned duties shall not be interrupted.
- 3.7 The forms for implementing this procedure will be developed by the District and the Association, and shall be made available to members of the bargaining unit.
- 3.8 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. Time Limits

Any alleged grievance shall be deemed waived, and shall not be entertained unless presented at the first available stage within fifteen (15) days (twenty-one (21) during July and August) after the grievant knew or should have known of the act or condition on which the grievance is based.

If the grievant fails to appeal an unsatisfactory disposition of the grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.

Failure at any step of a grievance procedure to communicate a decision to the grievant within the time limit specified shall permit the lodging of any appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

The time limits provided herein may be extended by mutual agreement in writing

5. Grievance and Review

Stage 1: Informal

(a) Within fifteen (15) days (twenty-one (21) during July and August) after the grievant knew or should have known of the act or condition on which the grievance is based, the grievant shall discuss the grievance with the Building Principal with the objective of resolving the matter informally.

Stage 2: Principal

(a) If the grievance is not solved informally, it shall be reduced to writing by the grievant on the agreed form and presented to the Principal within seven (7) days after the Principal has given his/her answer in Stage 1 above.

(b) Within seven (7) days thereafter, the Building Principal shall render a decision, in writing, and present it to the teacher, his/her representative if any, and the Association.

Stage 3: Superintendent

(a) If the grievant is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, the grievant shall, within fifteen (15) days after the conclusion of Stage 2, present the formal grievance to the Superintendent.

(b) Within seven (7) days after receipt of the appeal, the Superintendent or his/her duly authorized representative, shall meet with the grievant, the grievant's representative, and all other parties of interest.

(c) The Superintendent shall render a decision in writing to the grievant and his/her representative within fifteen (15) days after the conclusion of the meeting.

Stage 4: Arbitration

(a) If the grievance is not resolved at Stage 3 and the Association determines that the alleged grievance is meritorious and that appealing it is in the best interest of the school system, then no later than twenty (20) days after the Superintendent has rendered the decisions at Stage 3 above, the Association shall submit a written notice to the Superintendent of its intent to proceed to arbitration.

(b) Simultaneously with the delivery of the written notice to the Superintendent, a copy of that notice shall be mailed to the American Arbitration Association requesting that organization to submit a list of arbitrators. The parties shall choose the arbitrator by the "ranking" procedure used by the American Arbitration Association.

(c) The parties will follow the established rules and regulations of the AAA.

- (d) The arbitrator shall have no power or authority to add to, subtract from or modify any provisions of this agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- (e) The decision of the arbitrator shall be final and binding upon all parties.
- (f) The cost of any transcript shall be borne by the requesting party.
- (g) No decision of any arbitrator shall create the basis for retroactive adjustment in any other case.
- (h) No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Association and the Superintendent.

ARTICLE XVIII – SALARY AND RELATED BENEFITS

A. Salary Schedule:

Salaries for all personnel under this agreement shall be based on the attached schedule which is designated Appendix A for the duration of this agreement.

In addition to base salary, teachers will receive:

- \$600 for an earned Masters Degree
- \$50 per credit for all completed graduate level credits – all credits must be submitted to the business office prior to September 1st to be credited for that school year’s salary. There is no limit to the number of graduate credits earned.
 - Effective July 1, 2017 - \$60 per credit
- \$50 per completion of 15 in-service hours – all hours must be completed with no cost to the district (registration fees, travel fees, substitute cost, etc.).
 - Effective July 1, 2017 - \$60 per credit

In addition to base salary, teacher assistants will receive:

- \$1,500 for an earned Bachelor’s Degree
- \$2,100 for an earned Master’s Degree

Part-time personnel shall receive pro-rated salary and benefits based upon a 7 hour and 20 minute day.

Longevity:

Each unit member who has completed ten (10) years of service in the Oakfield-Alabama Central School District, shall receive a one-time payment of \$1,000 at the end of their tenth year of service.

Each unit member who has completed fifteen (15) years of service in the Oakfield-Alabama Central School District, shall receive a one-time payment of \$1,000 at the end of their fifteenth year of service.

Each unit member who has completed twenty (20) years of service in the Oakfield-Alabama Central School District, shall receive a one-time payment of \$2,500 at the end of their twentieth year of service.

Note:

- Any unit member that has surpassed the ten (10) or fifteen (15) year thresholds will receive payments missed at their next threshold.

B. Health Insurance Plan:

The District shall provide the following healthcare plan options for its professional staff:

- (A) Genesee Area Health Care Plan or an equivalent
- (B) An alternative Health Care Plan

For unit members selecting choice (A), they shall contribute 20% toward the annual premium of their designated plan.

For unit members selecting choice (B), they shall contribute 20% toward the annual premium of a family plan and 0% toward the annual premium of an individual plan.

Unit members selecting choice (B) will receive a contribution to a 105H plan equal to 50% of the difference between the annual premium of choice (A) and the annual premium of choice (B).

No documentation from the healthcare plans provided for in the contract shall be used for disciplinary action against the teacher.

Unit members able to document insurance coverage from another source are eligible to receive cash in lieu of the district healthcare coverage based on the following schedule:

39 or fewer members not taking insurance -- \$2,200.00

40 – 49 unit members not taking insurance -- \$2,500.00

50 or more unit members not taking insurance -- \$3,000.00

The in lieu of payment will be made in two installments to unit members that choose this declination of health benefits. The first in lieu of payment will be prorated for one half the school year and based upon the number of declinations as of November 10th. The second in lieu of payment will be prorated for one half the school year and based upon the number of declinations as of June 1st.

If a unit member receiving “cash in lieu of” loses coverage from another source due to a lapse, he/she will be eligible to rejoin the district plan during the open enrollment period. Should a “life altering” event cause the loss of insurance, he/she shall be able to rejoin the district plan at any time. The district would prorate any cash in lieu of payments.

Unit members on unpaid leave, not working at least 50% of days available in a month, will be responsible for 100% of the cost of their health, dental and vision insurances for that month.

C. Eye Coverage:

The District will provide at its expense NYSUT’s vision coverage to all members of the Bargaining Unit. Retirees are not eligible for vision coverage.

D. Dental Insurance Plan

The District will provide, at its expense, the Aetna Dental Plan to all members of the bargaining unit. Bargaining unit members may opt to purchase the GAHP Dental Plan II or Smile Saver Plan by paying the difference in cost between it and the district-provided plan. This charge will be deducted from the teacher’s pay through the 125 flex plan. Retirees may purchase dental coverage through the District plan at their own expense.

The District will consider a change in the hospitalization and/or dental carrier at the request of the majority of all employees if the costs of the alternate plan do not exceed those of the present plan.

E. Mileage Allowance:

All teachers who are requested to drive their personal automobiles in service of the District shall be reimbursed for automobile operating expenses at the IRS rate.

F. Compensation:

All compensation and salary covered by this agreement will be paid by Direct Deposit.

G. 403b Accounts

The District will provide an IRC/403b plan for the teachers’ salary deferrals. The District shall assume the cost of such plans third party administrator.

ARTICLE XIX – IMPLEMENTATION OF SALARY SCHEDULE & RELATED BENEFITS

A. Step Advancement:

Teachers whose probationary appointments begin during the first semester shall advance one step the following year. Teachers whose probationary appointments begin on or after the first day of the second semester shall remain on the same step of the applicable salary schedule the following year.

B. Military Service Credit:

For placement on the salary schedule, a maximum of one year of salary credit shall be granted for 10 or more consecutive months of full time military service.

C. Placement on the Salary Schedule:

A professional employee will be placed on the salary schedule on the step equal to the sum of years of local service plus credited prior service as approved at the time of employment. The Board of Education reserves the right to appoint teachers at salaries above their scheduled amounts.

D. Salary Payments:

All 10-month professional employees shall receive their annual contract salaries in bi-weekly payments commencing on the second Friday of the school year. These employees may elect 21 or 26 pays. Those electing 26 pays will receive one paycheck for the 22nd – 26th pay periods to be prepared and distributed by the business office prior to July 1st. 21 or 26 pay election may only be made and changed once a year during the period of June 1st through June 30th of the preceding school year. If an employee does not file an election form during this period, his/her previous year's election will be used. A new employee failing to file an election form will receive 21 pays.

Properly authorized deductions from salary payments will be made by the District for any legal purpose agreed to by parties. This will include NYSUT VOTE/COPE deductions.

If a teacher leaves employment during the school year that teacher shall be entitled to 1/200th of that annual salary for each legal school day up to and including the day of termination.

ARTICLE XX – EXTRACURRICULAR COMPENSATION

A. Purpose:

Compensation shall be granted, per attached schedule in Appendix A, for extracurricular activities which utilize time beyond that of the scheduled day.

B. Explanation of Schedule:

Extracurricular compensation is computed by applying an indicated percentage to a basic payment schedule (See Appendix B). A unit member's step is determined by the number of years served in a specific activity; a change in position within the activity area entitles the individual to all prior years' service credit in that category.

Percentages are multiplied by the appropriate step on the accompanying scale in Appendix A. No stipend will be paid to a unit member if the activity, sport, or organization is not functioning.

C. Independence of Schedule:

The District and the Association believe that monetary considerations should be assigned in accordance with the needs of the District; therefore, this schedule is to be independent of the basic salary schedule.

Only those extracurricular activities listed in Appendix B shall be paid for. Appendix B is attached hereto and made a part of this agreement.

D. Vacancies:

All extracurricular vacancies shall be posted. If the Board of Education cannot find a qualified and acceptable person within the bargaining unit, then the Board shall have the authority to go outside the bargaining unit to fill the position. There is no tenure associated with extracurricular positions. All extracurricular positions will be appointed on an annual basis.

E. Termination:

Any extracurricular person whose employment is recommended for termination during or at the end of their third season or year of service shall, upon request to the Superintendent within two weeks after notification of the recommendation of termination, be entitled to a hearing before the Board of Education or a Committee thereof within 30 days. Hearings for extracurricular persons considered for dismissal during or at the end of their first or second season or year of service shall be at the discretion of the Board. Decisions rendered by the Board of Education under this section are not subject to the grievance/arbitration provisions of this agreement.

Any extracurricular person of an approved activity who is dismissed from that activity or whose appointment is not renewed for cause during or after the fourth season or year shall have access to the full grievance procedure to resolve any dispute arising therein.

F. Extracurricular Checks:

Extracurricular checks shall be issued separately prior to June 30th providing all obligations have been fulfilled. Athletic assignment checks will be issued at the conclusion of the respective season providing all obligations have been fulfilled.

ARTICLE XXI – ACCUMULATED SICK LEAVE, HEALTH INSURANCE, RETIREMENT BENEFITS

An accumulated sick leave, health insurance, retirement benefit shall be available to unit members with a minimum of 12 consecutive years of employment as an OATA member in the District according to the following:

A. Such a unit member who retires from the District in the first year eligible from the NYSTRS without penalty, or within one year thereafter, can exchange 100 accrued leave days for 100% single health care coverage for ten years, or until they become Medicare eligible, whichever is less. Retirees will have the option of paying the full difference between 100% of a Single Plan and a Family Plan if they desire family coverage.

Unit members retiring with more than 100 accrued leave days will receive \$100.00 per day, to be paid into a 105H plan, half to be paid in the first year of retirement and half to be paid in the second year of retirement with a maximum of 250 days being credited.

B. Unit members retiring at a time not covered by paragraph A or who have less than 100 days or less than 12 years in the District, will receive \$75 per day for all accrued leave days, to be paid into a 105H plan, half to be paid in the first year of retirement and half to be paid in the second year of retirement with a maximum of 200 days being credited.

C. In the event of a teacher's death before the coverage period, set forth in paragraph A, expires, the District shall continue to pay its share of the insurance for the spouse.

To be eligible for these retirement benefits the teacher must notify the District in writing that he/she will retire at least 180 calendar days prior to the date he/she plans to retire. Any unit member continuing insurance in retirement must be actively enrolled in a plan at the time of retirement. The open enrollment period, set by our insurance carrier, is June 1st – June 30th with an actual enrollment date of July 1st. Therefore, retirees not participating in the District insurance must enroll in the June PRIOR to the June of retirement to be actively enrolled.

All present retirees shall continue to receive their current benefits.

ARTICLE XXII – DUES DEDUCTION

The District agrees to deduct from the salaries of members of the Association dues for the Oakfield-Alabama Teachers Association in such amounts as said members individually and voluntarily authorize, and transmit the monies promptly to the Oakfield-Alabama Teachers Association. Teacher authorizations shall be in writing on the form approved by the District. Such authorizations become a part of the District's payroll records.

To provide for the fair and equal distribution of the burden of negotiating for the members of the teachers' unit and administering the agreement so negotiated, the Association shall be entitled to have deducted from the wage or salary of employees in the teachers' unit who are not members of the Association, an amount equal to the dues of the Association. Such deduction shall be made, as for other Association members, on payroll deduction upon presentation to the District of the non-members' name. The deduction of any fee does not constitute Association membership.

Total annual deductions shall be equally distributed over the scheduled pay periods of the year. The Association will provide the business office with a list and the original signed dues authorization cards of those members who have voluntarily authorized the Board to deduct dues.

A member may withdraw his authorization at any time by written notice received by the Superintendent at least two weeks prior to the effective pay period.

The Association agrees to hold the District harmless from any and all liabilities which may arise or be incurred as a result of the implementation of the dues deductions procedure set forth above.

ARTICLE XXIII – INDIVIDUAL RIGHTS

Both parties recognize that teachers and teacher assistants have the right to join or not to join the Association. Such membership shall not be a prerequisite for employment, continuation of employment or entitlement to representation.

ARTICLE XXIV – NO STRIKE

The Association and its members, individually and collectively agree that they will not sanction or cause to take place or to take part in any strike, or stoppage of work or any form of action which results in a delay of work during the term of this Agreement.

ARTICLE XXV – COMPLETE AGREEMENT

This Agreement shall constitute the full and complete commitment between both parties and shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms.

Any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

ARTICLE XXVI – MATTERS NOT COVERED

With respect to this Agreement, the parties agree that all proposals to be considered have been discussed during negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, prior to January 10th, immediately preceding the termination date of this agreement unless mutually agreed upon by the parties. However, if the District desires to change any terms or conditions of employment which have an impact on the bargaining unit, it will notify the Association in writing, and the Association will have the right to negotiate with the District provided it files a request with the District within five school days after receipt of said notice.

ARTICLE XXVII – RIGHTS OF THE EMPLOYER

All rights, powers and authority which the District and the Board had prior to entering into this Agreement are retained by the District and the Board except as those rights are expressly and specifically limited by this Agreement, or by law. The failure to enumerate such retained rights shall not be construed as a waiver of any such rights, power or authority.

ARTICLE XXVIII – SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provisions or application shall not be deemed valid and in force except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIX – LEGISLATIVE ACTION

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 ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXX – REOPENING PROCEDURES

A. Subject to the provisions of the Duration Clause, Article XXXII herein, upon a request of either party for a meeting to reopen negotiations, a mutually acceptable meeting date shall be set, such meeting to be held not more than fifteen (15) calendar days following such request, unless the parties mutually agree otherwise. In any give school year, such requests will be made on or before January 10th.

ARTICLE XXXI – DURATION

The provisions of this Agreement shall become effective as of July 1, 2016 and continue in full force and effect through and including June 30, 2019 and from year to year thereafter, unless either party gives a written notice to the other party not later than January 10, 2019, or any succeeding year, of its desire to modify, amend, or terminate this Agreement. If either party notices this Agreement for modification, amendment, or termination, then the parties shall set a mutually agreed upon meeting date not later than January 25, 2016, for its first negotiating session, unless other agreed in writing.

This agreement is made and entered into on the 17th day of October, 2016 by and between the District and the Association and signed by the Superintendent of Schools and the President of the Association.

OAKFIELD-ALABAMA CENTRAL
SCHOOL DISTRICT

OAKFIELD-ALABAMA
TEACHERS ASSOCIATION

MARK ALEXANDER
SUPERINTENDENT OF SCHOOLS

WENDY BERGMAN
PRESIDENT

BONNIE WOODWARD
PRESIDENT, BOARD OF EDUCATION

**SALARY SCHEDULES
APPENDIX A
2016-2019**

Step	Teacher - Base Salary	Teacher Assistant - Base Salary	Extracurricular
1	\$37,715	55% of step	\$3,075
2	\$38,495		\$3,250
3	\$39,015		\$3,425
4	\$39,795		\$3,600
5	\$41,096		\$3,775
6	\$42,136		\$3,950
7	\$43,177		\$4,125
8	\$43,957		\$4,300
9	\$44,997		\$4,475
10	\$46,298		\$4,650
11	\$47,598	60% of step	\$4,825
12	\$48,899		\$5,000
13	\$50,720		\$5,175
14	\$52,020		\$5,350
15	\$53,321		\$5,525
16	\$55,141		\$5,700
17	\$56,442		
18	\$59,043		
19	\$61,904		
20	\$64,765		
21	\$67,366		
22	\$71,007		
23	\$74,129		
24	\$77,510		
25*	\$82,875		

Each teacher will be advanced to the step commensurate with his/her credited service.

*A yearly increase of 2% will be added to anyone beyond Step 25.

EXTRACURRICULAR POSITIONS

APPENDIX B

Department Heads & Grade Chair People	80%
7 th Grade Liaison	50%
8 th Grade Liaison	50%
Special Education Chairperson	80%
Elementary Special Area Chairperson	80%
AIS Department Chairperson	80%
AV Middle/High School	50%
AV Elementary School	50%
Chemical Hygiene Officer	25%
Athletic Director	150%
Webmaster	100%
Detention Proctor	\$10.00 per hour
Musical Events & Rehearsals (Instructional)	\$25.00 per hour
Chaperone (any event)	\$16.00 per hour

Note: Weekend events will be compensated at a minimum of 2 hours.

Note: If no administrators are present at an event a Lead Chaperone will receive an additional hour of compensation. Lead Chaperones will be identified from the regular chaperone list.

Mentor Teacher	50% (non-progressive, step 1)
Middle/High School Student Council	50%
Elementary School Student Council	25%
Yearbook	80%
Drama Club (3 Act Play)	80%
Drama Club (Musical)	100%
Choral Director (Musical)	40%
Instrumental Director (Musical)	40%
Stage Crew	10%
Marching Band Director	50%
Elementary Chorus Director	50%
Reach Out	40%
Library Club	10%
Page Turners – Elem	40%
Page Turners (Asst.) – Elem	20%
Page Turners – MS	20%
Page Turners – HS	20%
HS Math Team	25%
Math Olympiad	30%
Math Olympiad (Asst.)	30%
Jr. High Math Team	25%
Spanish Club	25%
Ski Club	20%
Youth to Youth	25%
Scholastic Bowl	25%
High School National Honor Society	20%
Link Crew	100%
Middle School National Honor Society	20%

Mock Trial	25%
Varsity Club	80%
MHS Art Club	25%
Elementary Banking	10%
Freshman Class Advisor	15% (non-progressive, step 1)
Sophomore Class Advisor	20% (non-progressive, step 1)
Junior Class Advisor	25% (non-progressive, step 1)
Senior Class Advisor	40% (non-progressive, step 1)
Baseball, Head	100%
Baseball, JV	60%
Baseball, Modified	50%
Basketball, Head (boys)	110%
Basketball, Head (girls)	110%
Basketball, JV (boys)	75%
Basketball, JV (girls)	75%
Basketball, Modified	50%
Cheerleading, Basketball	100%
Cheerleading, Football	100%
Cross-Country	100%
Cross-Country, Modified	50%
Football, Head - Varsity	110%
Football, Asst. - Varsity	65%
Football, J.V	60%
Football, Modified	50%
Soccer, Head	100%
Soccer, JV	60%
Soccer, Modified	50%
Softball, Head	100%
Softball, JV	60%
Softball, Modified	50%
Swimming, Head	100%
Swimming, Asst.	50%
Swimming, Modified	50%
Tennis, Head	100%
Tennis, Modified	50%
Track, Head	100%
Track, 1 st Asst.	50%
Track 2 nd Asst.	50%
Track, Modified	50%
Volleyball, Head	100%
Volleyball, JV	60%
Volleyball, Modified	50%
Shot Clock	\$10 per game

EXPLANATIONS:

1. This schedule is to be independent of the Teacher's Instructional Salary Schedule.
2. Step is determined by the number of prior years service in that activity area.
3. Percentages are multiplied by the appropriate step on the accompanying scale.
4. No stipend will be paid to the teacher if the activity, sport or organization is not functioning.