



AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF

THE OSSINING UNION FREE SCHOOL DISTRICT

AND



THE TEACHERS ASSOCIATION
OF THE PUBLIC SCHOOLS

(OSSINING TEACHERS ASSOCIATION - TA 2905)

OF

OSSINING, NEW YORK

JULY 1, 2008 - JUNE 30, 2013

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PREAMBLE

This agreement executed on the 26th day of August, 2009, by and between the Board of Education of Ossining Union Free School District (the "Board" or the "District") and the Teachers Association of Public Schools of Ossining, New York (Ossining Teachers Association - TA 2905) (the "Association").

WITNESSETH:

WHEREAS: The parties have, pursuant to Article Fourteen of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act) ("Taylor Law"), negotiated with respect to salaries, hours and other terms and conditions of employment, and have reached certain understandings which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I – RECOGNITION OF ASSOCIATION

The District recognized the Association as the sole exclusive representative for collective negotiations of all members of the professional staff of the District, consisting of classroom teachers, media specialists, psychologists, guidance counselors, social workers, attendance teachers, specialists, and such other non-administrative professional personnel who may be employed and paid on the teacher salary schedule stipulated in this Agreement.

ARTICLE II – DEFINITIONS

Wherever in this Agreement the following terms appear, they shall be defined as indicated:

Teacher - A member of the Negotiating Unit represented by the Association.

Superintendent - The Superintendent of the District.

The Board or District - Board of Education, Ossining Union Free School District.

Association - Ossining Teachers Association (O.T.A.) TA-2905

Class Period - An assigned period of approximately 45 minutes during which a teacher is in contact with students.

Session - A period of time constituting one-half of the maximum teacher day.

ARTICLE III – ASSOCIATION RIGHTS

A. Right to Organize; Duty to Represent

1. Teachers shall have the right, freely and without fear of penalty or reprisal, to form, join or assist a teachers' organization or to refrain therefrom and to participate through a

representative of their own choosing in negotiations concerning salaries, hours and other terms and conditions of employment.

2. The Association shall admit to membership all members of the Negotiating Unit without discrimination as to race, religion, creed, national origin, gender, sexual orientation, marital status, or age, and represent fully and fairly all members of the unit without regard to membership or participation in the Association or any other teachers' organization.

B. Financial and Other Information

1. The District agrees to make available to the Negotiating Committee of the Association, in accordance with their reasonable request, information with respect to the present financial resources of the District, and to present salaries, hours, and other terms and conditions of employment of teachers, which is reasonably necessary for the Association to carry out its functions as the negotiating representative of the teachers, provided that such information is requested in writing, readily available to the District and is neither preliminary nor tentative in character.

2. An electronic copy of the official agenda and any addenda for each Public Board Meeting shall be made available to the Association at the same time when it is ready for distribution to Board members prior to each Public Board Meeting. The District shall also make available an electronic copy of the official minutes of Public Board Meetings.

C. Meetings: Use of Facilities

1. The Association shall have the right to use meeting space in school buildings for meetings after school hours, provided that such meetings shall not interfere with faculty and other school related meetings, scheduled parent conferences or other professional duties.

2. The use of school facilities shall be arranged with the appropriate district administrator in advance and shall conform to the District's rules and regulations.

3. The Association shall reimburse the District for any custodial expense incurred for meetings held at times when such services are not normally available.

D. Use of Mailboxes and Bulletin Boards

1. The Association shall have the right to use teachers' mailboxes and the District's email system to distribute materials dealing with the proper and legitimate business of the Association. This right shall be exclusive as to all other teachers' associations.

2. The District shall provide reasonable bulletin board space in the faculty lounges of each school building for the posting of notices of Association meetings.

E. Time of Association Activities

All activities of the Association shall be carried on after school hours; however, Association business may be conducted during school hours without loss of pay when necessary, provided that it is of reasonable duration and there is no interference with the educational program. The Association agrees that the privileges in this section shall not be abused.

F. Negotiations Meetings

Negotiations meetings, between the District and the Association, shall be scheduled after school hours.

G. Leave of Association Activities

Officers and other representatives of the Association may request and shall be granted leave to attend meetings/workshops held by Universities and NYSUT and the organizations with which it is affiliated. Leave may also be requested and shall be granted for special Association activities, which, in the judgment of the President, cannot be performed during school hours. The aggregate total of Association leave shall not exceed ten (10) days per school year. If necessary, the Association may request and shall be granted additional days, provided that the Association reimburse the District for substitute's pay for such days. All leave covered in this section shall be without loss of pay or charge to sick or personal leaves provided that notification is given to the Superintendent at least three (3) school days in advance.

H. Other Leave

Upon request, a teacher shall be granted a leave without pay on a yearly basis, for a total period not to exceed two (2) years for the purpose of discharging the duties of an office in a State or National teachers' organization affiliated with the Ossining Teachers Association. The teacher shall submit the request immediately upon election. A teacher may return from such leave only at the beginning of a school year, and shall be assigned an equivalent position to that held when he /she left. A teacher shall not receive step credit for the period of time while on such leave.

I. President's Assignment

The President's teaching load shall be reduced by two class periods per day. He or she shall not be assigned non-instructional duties. When administratively feasible, and provided there is no extra cost to the District, his/her teaching schedule shall be arranged to make available the maximum consecutive block of non-instructional time. The President shall be authorized to enter any District premises to discuss matters relating to the administration of this contract. Reasonable space for a file cabinet, desk and telephone shall be made available to the Association.

ARTICLE IV – MANAGEMENT RIGHTS

The Association recognizes that, unless expressly provided otherwise in this Agreement, the Board has the responsibility and the authority to manage and direct the work of its employees, hire, promote, transfer, assign employees within the school system, suspend or discharge employees, maintain the efficiency of the school operation, determine the services to be rendered by the public schools, take any and all actions that may be determined necessary to carry out the mission of the public schools to the full extent authorized by law.

ARTICLE V – FRINGE BENEFITS

A. Income Protection Insurance

1. The District shall continue to provide a program of income protection insurance at the current benefit level for all full time teachers.

2. In the event a teacher is adjudged disabled by the insurance carrier, in accordance with the criteria provided for in the policy, the District shall grant the teacher leave beyond his/her accumulated sick leave up to the 90-day waiting period for benefits under the policy, to be compensated at the rate of 50% of his/her regular salary. The District shall grant this leave commencing from the date the insurance carrier makes such determination of the teacher's disability.

3. The program of income protection insurance provided by the District will be administered in accordance with the terms and conditions set forth in the policy of insurance. All benefits afforded by said policy shall terminate at age 65.

B. Dental Insurance and Vision Care

The dental insurance and vision care plan in effect on July 1, 2008 shall remain in effect through June 30, 2013. Unit members shall not be required to contribute to the premium equivalent cost thereof.

C. Health Insurance

1. The District shall provide all full time teachers health insurance under the Ossining Union Free School District Health Benefits Plan.

2. Contribution

Teachers shall contribute, through payroll deduction, the following percentages based upon the premium equivalent rate established by the District from year to year, in the following amounts:

- a) 2008-2009 school year.....10%

- b) 2009-2010 school year.....10%
- c) 2010-2011 school year10%
- d) 2011-2012 school year11%
- e) 2012-2013 school year12%

3. Health Insurance Upon Retirement

Teachers who retire from active service as a regular service retiree or disability retiree under the New York State Teachers Retirement System having completed ten (10) years of Ossining Union Free School District service will qualify for receipt of health care benefits. The District shall contribute 100% of premium for individual or family coverage elected at the time of retirement during the employee’s retirement; the plan provided shall be the same plan provided to active employees. In the event that a retiree becomes employed by a New York State municipality, other than the Ossining Union Free School District pursuant to a validly obtained waiver from the State for such employment, the provision of health benefits to the retiree by the Ossining Union Free School District shall be tolled until such time as the employment ceases and coverage is terminated, or the retiree reaches the age of 65, whichever occurs first, provided that the employee is eligible for coverage in the other municipality. (If the employee is not eligible for coverage in the other municipality, he or she shall continue to be provided coverage by the Ossining Union Free School District.) The benefits shall be resumed immediately upon termination of said employment. If the employee elects to obtain coverage from the new employer during retirement or after age 65, Ossining Union Free School District’s obligations hereunder shall cease.

4. Health Insurance for Vested Retirees:

Effective July 1, 2008 teachers who meet the following criteria shall be permitted at their own cost and expense to continue to participate in the District’s health care plan, on an individual or family basis, at a charge equal to 103% of the premium equivalent:

- a) Teachers who voluntarily terminate their services within five (5) years of the date of retirement under the New York State Teachers Retirement System, or who are exceded due to the abolition of their position; and,
- b) Have served the District for at least ten (10) years; and,
- c) Have vested rights for purposes of retirement under the New York State Teachers Retirement System.

Coverage under this paragraph (paragraph “4”) shall be continuous from the date of voluntary termination in the type of coverage elected at the time of termination, i.e., individual or family coverage. Upon reaching first eligibility for regular service retirement, the District shall after retirement contribute 100% of premium payments for the then retired teacher.

5. Same-sex domestic partners of eligible active employees are eligible for participation in the Ossining Union Free School District Health Benefits Plan. A number of specific requirements must be met, and the two partners must execute an affidavit concerning their eligibility. The employee must elect family coverage. The value of the benefit is taxable to the employee. Eligibility is also available for Capital District Physicians' Health Plan and Delta Dental. (See District's statement of policy for required affidavit of Domestic Partnership.)

6. When two spouses employed by the Ossining Union Free School District are eligible to enroll for health insurance coverage, they will not be eligible for dual family coverage. Both spouses may enroll for individual coverage or they may elect to enroll for one family coverage. However, when family coverage is elected, neither spouse will be granted individual coverage.

This provision shall apply to two spouses employed by the Ossining Union Free School District who are same sex domestic partners (as the term same sex domestic partner is defined in the Ossining Union Free School District Health Benefits Plan).

If for any reason the spousal relationship ceases to exist or if one spouse leaves employment with the District, the remaining spouse(s) shall be free to enroll in whatever level of coverage is appropriate.

7. Working Spouse Rule

The upper earned income threshold for eligibility for benefits under the Ossining Union Free School District Health Benefits Plan is amended to be the amount of Lane K (doctorate) step 15 of the current OTA scale. Spouses with earned income above this amount will not be eligible for primary health benefits under the Ossining Plan. (They remain eligible for secondary benefits.)

For working spouses with incomes in the intermediate level – that is, between Lane K step 15, and \$45,046 (adjusted annually) – the percentage of premium for participation in the spouse's employer's health plan is reduced to 45 percent for both individual and family coverage. If the spouse's employer's plan requires a participation cost in excess of 45 percent of the cost of the plan, then the spouse is eligible for primary benefits under the Ossining Plan.

The Working Spouse Rule also applies to Domestic Partners.

To demonstrate eligibility for primary health benefits for a spouse or domestic partner under the Ossining Plan, unit members must submit to the District the affidavit contained in Appendix III prior to the deadline for enrollment.

D. Life Insurance

The District shall pay the cost of \$25,000 of annual group Life Insurance for each full time teacher.

E. Self-Insurance

The District at its option may self-insure on its own or in consortium with other districts all of the above insurances at the level of benefits in existence as of July 1, 1980. With respect to Health Insurance, the side letter of agreement dated June 24, 1992 shall apply.

F. Retirement Pay

1. Pay for Unused Sick Leave

Upon retirement to the New York State Teachers Retirement System; or having twenty (20) years of Ossining Union Free School District service and being at least fifty (50) years of age by his/her separation date, said teacher shall receive \$60 for each day of accumulated sick leave to a maximum of 250 days. In order for a teacher to receive said benefit, the District must be notified in writing of the teacher's intention to separate from the District by February 1 of the year of separation. Payment shall be made on or before October 5 following the receipt of notification.

G. Entitlement of Next-of-Kin Benefits

In the event of the death of a member of the unit, the next-of-kin shall receive payment as set forth in Article VF1.

H. Flexible Benefit Plan

Effective March 1, 1996 the District shall provide to all full time employees a Flexible Benefit Plan in accordance with Section 125 of the Internal Revenue Code. The first plan year shall end on December 31, 1996 and thereafter the plan year shall be from January 1 to December 31.

ARTICLE VI – TEACHING LOADS AND RELATED CONDITIONS OF EMPLOYMENT

A. Length of School Year

The length of the school year shall be 187 days. Correspondingly, the per diem salary shall be based upon 187 days.

The additional days described above will be used for staff development. Such days may be added to the school year any time between Labor Day and the Friday following

graduation day. If, however, the regional calendar provides for the school year to begin prior to Labor Day, such days may be used prior to Labor Day.

Further, in the event that it is not possible to schedule the additional days as noted above, then such days shall be scheduled as two or three extended Wednesdays for two (2) hours and ten (10) minutes beyond each school day or a combined total of six and one-half (6.5) hours. The Superintendent will consult with the Association prior to scheduling the extended days.

B. Teacher Day

1. Length of Day

All teachers shall be available 15 minutes before the student day begins. Teachers shall remain each day through student dismissal. Nothing herein limits the current practice pertaining to student help. In addition, teachers will be available as needed in accordance with professional responsibilities.

2. Professional Responsibilities

a) Professional responsibilities shall include teaching assignments in certificated areas of instruction and assignments which are non-instructional. Such non-instructional responsibilities may include, but not be limited to, student help, professional meetings, school sponsored parent conferences which cannot be scheduled during the student day, evening meetings related to the school program, and contact with students in a non-instructional setting such as formal or informal activities within the student day.

b) Special Education teachers shall be entitled to one (1) floating ½ day of release time per school year for the completion of IEPs on a date to be approved in advance by the building principal.

3. Lunch Period

All teachers shall have a minimum 40 minutes of duty-free time for lunch. A teacher may leave the building during the duty-free period upon notification to the building principal.

4. Travel Time

Where a teacher is assigned to two schools during the school day, the teacher shall be permitted 30 minutes of travel time between assignments at the two schools, exclusive of the lunch time.

5. Meetings

All teachers shall be available for faculty, department, grade level or other meetings in accordance with the following;

a) Monday Meetings

i. Building Level Meetings: All teachers will be available for two (2) Monday meetings per month or no more than twenty (20) Monday meetings per school year.

ii. District Meetings: Teachers join District committees on a voluntary basis. District committee meetings shall be limited to one meeting per month and will not exceed 10 meetings per year.

iii. Length of Meetings: Monday meetings shall extend no longer than ninety (90) minutes after student dismissal.

b) Wednesday Meetings

i. There shall be a maximum of two (2) Wednesday meetings per month.

ii. Wednesday meetings will not exceed sixty (60) minutes in length after student dismissal.

c) Meeting Notices and Agendas

i. Notice of meetings will be provided one (1) week in advance of the meeting.

ii. Agendas which list the topics to be addressed will be provided to the faculty by noon on the Friday in advance of a meeting.

iii. When possible, a quarterly meeting calendar will be prepared and distributed.

iv. The Faculty Council will provide input into building agendas.

v. The OTA Executive Board will provide input to the Superintendent for districtwide agendas.

C. Teaching Load

1. Elementary

a) All classroom, kindergarten, art, music and physical education teachers shall have a maximum of 4 3/4 hours teaching time, and a 45 minute planning period. The planning period shall be utilized for individual and team planning sessions.

b) The building principal may make reasonable variations in daily teaching and planning times provided that weekly teaching and planning times do not exceed a maximum of 23 3/4 hours and a minimum of 3 3/4 hours, respectively.

c) Homeroom and conferences may be scheduled in the time remaining by the building administration.

d) Psychologists, speech teachers, instrumental music teachers and library media specialists shall have a maximum assignment in accordance with the length of the school day, which shall include a lunch period and a 15 minute relief period.

e) Pre-kindergarten teachers shall teach a maximum of five (5) hours per day, and shall have one (1) forty-five minute lunch period and one (1) forty-five minute planning period. The planning period shall be utilized for individual and team planning sessions.

f) The parties agree that class size shall not, under normal circumstances, exceed the following standards:

Kindergarten	25
Grades 1 & 2	27
Grades 3 – 5	30
Physical Education	40

2. Middle and High School

a) All middle and high school teachers shall have a maximum of five (5) instructional periods per day with a maximum student load of 150. If this load is exceeded, the teacher shall not be given a non-instructional assignment. All middle and high school teachers shall have one (1)

preparation period and may be given one (1) non-instructional assignment per day with the following exceptions:

- i. Middle and High School core, art, music, and physical education teachers, driver education, Enrichment Program Coordinator, Career Development Coordinator and the COPE instructor shall have a maximum of 6 classes. The maximum student load per physical education teacher shall be 240.
 - ii. Psychologists, library media specialists, speech therapists, attendance teachers, and social workers shall have a maximum assignment in accordance with the length of the school day and which shall include a lunch period and a 15 minute relief period.
 - iii. Guidance Counselors shall have a maximum assignment in accordance with the length of the school day (which shall include a lunch period and a 15 minute relief period) plus evening hours as required. High school counselors may have a further assignment of three (3) Saturdays with no more than 12 hours. For evening hours, guidance counselors will be compensated a minimum of 1/2 day's pay for each evening. For summer assignments in the high school, the District may assign all or any of the counselors up to seven days prior to the opening of the school year and up to seven days at the close of the school year. Notification of summer assignment must be made by May 1.
 - iv. Middle school CORE teachers may be assigned homeroom and shall have a 15 minute relief period arranged by the building administration.
 - v. Any teacher whose instructional assignment exceeds 25 periods per week shall have no homeroom. Any teacher who is assigned more than 27 instructional periods per week shall have no homeroom and no non-instructional assignment.
- b) Effective July 1, 2009, teachers at the Ossining High School shall have one (1) preparation period per day replaced by one (1) professional period per day.
- i. The professional period shall be used to complete professional responsibilities, including the completion of IEP's, assigned readings, technology integration, staff development activities, debriefing, and lesson preparation. Two professional periods per month shall be directed by the building principal. The balance thereof shall be self-directed by unit members; however all

such periods shall be used exclusively for the completion of professional responsibilities as hereinabove described.

3. OHS Extended Academic Intervention Services/Enrichment/Tutorial Assignment.

a) Extended Academic Intervention Services/Enrichment/Tutorial Assignments are only applicable to those High School teachers teaching five (5) periods within a nine (9) period day.

b) The principal, or designee, the OTA and the teacher shall collaborate regarding the nature of the Extended AIS/Enrichment/Tutorial Assignment and the students selected to participate.

c) The Extended AIS/Enrichment/Tutorial assignment will generally be within the teacher's certification unless otherwise mutually agreed upon by the principal and the teacher.

d) At each Extended AIS/Enrichment/Tutorial session, student attendance will be taken by the teacher and given to the principal.

e) Nothing in the following is intended to reduce staff.

f) All faculty members will be responsible to conduct "door duty" daily and regularly during the passing time prior to an instructional period except when they are changing their own locations or prevented by other professional duties.

g) Extended AIS/Enrichment/Tutorial Assignments will be as follows: 2006-2007 School Year and Thereafter

i. All teachers, in lieu of a non-instructional duty period, will meet with a maximum of five (5) students one (1) period per day for two (2) quarters of the school year.

4. Nothing in sections 1, 2, and 3 above shall preclude specialized or experimental programs in any school as long as the spirit of this section is not violated.

5. Any restrictions in paragraphs 1, 2, 3 and 4 above may be eliminated in mutual agreement of the teacher concerned, the Association and the Superintendent, or a designee, to permit a teacher to accept a greater teaching load. Any such proposal must be presented to the Association for consideration by the teacher involved before any action may be taken under this section.

6. "Doubling Up" of Classes

A teacher shall not be directed to handle a double class except in an emergency. If such emergency arises, the duty of handling a double class shall be distributed among teachers as equitably as possible, without regard to departmental lines.

The building representative of the Association shall be provided with a list of such assignments monthly as to doubling up and coverage. However, nothing in the clause shall prevent doubling where this is arranged by agreement between the building principal and teachers to provide teachers with the 15 minute relief period referred to above.

a) The following system will be used to cover classes when teachers are absent from school:

i. The administration will make every effort to secure a qualified substitute teacher for teachers who are absent.

ii. If an insufficient number of qualified teachers are available on a particular day, the Administration will choose teachers from a list of volunteers who have indicated their willingness to give up their guaranteed preparation period in order to cover classes of teachers who are absent.

iii. If an insufficient number of volunteer teachers are available on a particular day, the Administration will assign teachers from their guaranteed preparation period in order to cover classes of those teachers who are absent.

iv. Teachers who have volunteered or who have been assigned to cover classes of teachers who are absent shall be reimbursed by the Board of Education at the rate of \$35 per class coverage. Said rate shall increase by the indicated amounts on the indicated dates:

Effective July 1, 2009 = 4.75%

Effective July 1, 2010 = 1.5%

Effective February 1, 2012 = 3.25%

Effective July 1, 2012 = 3.25%

v. In the event that the substitute teacher rate of pay is increased, the pay schedule of teachers will be adjusted accordingly.

D. Related Conditions of Employment

1. Responsibilities When Absent from Duties

It shall be the responsibility of every teacher to inform the principal at the earliest possible time if he/she will be absent from his/her duties. It shall not be a teacher's responsibility to secure his/her substitute.

2. Lunch and Playground Duty

The District agrees to employ aides to assist in lunch and playground duty to reduce to the minimum direct teacher supervision consonant with the District's legal obligations. The Association agrees that each cafeteria in the middle school and the high school shall have one certified teacher assigned on a rotating basis. That will mean that one different certified teacher will be assigned for each of the two lunch hour periods in the high school and one different certified teacher will be assigned to each of the three lunch periods in the middle school.

3. Faculty Rooms

The District shall maintain furnished faculty rooms wherever and whenever possible.

4. Personnel Files

a) A teacher shall have the right of access to his personnel file, upon request, at reasonable times, in the presence of a member of the staff as designated by the Superintendent. A representative of the Association may be present.

b) A teacher shall have the right to append explanatory or exculpatory material to any document placed in the file within 60 days of the time of insertion.

c) All documents inserted into a teacher's file shall be placed only by direction of the superintendent or his designee and shall bear the date of insertion. A copy of any document shall be given to the teacher.

d) References or confidential material from outside the District shall not be made available to a teacher and shall be kept in a separate file.

5. No teacher, regardless of the cause of any pupil difficulty, is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence and deliberate insubordination.

ARTICLE VII – ABSENCE AND LEAVE

A. Sick Leave

1. All teachers shall be entitled to ten (10) days sick leave without loss of pay at the rate of one day per month worked cumulative to 250 days. The District agrees to accumulate ("bank") at the beginning of each school year for each teacher the ten (10) sick days allowed at the beginning of the school year. Teachers using sick days shall be charged from the bank. A teacher whose service is terminated and who leaves the District prior to working the necessary months shall have the necessary adjustment made in final payment for use of unearned sick days. Tenured teachers will be entitled to twelve (12) days of sick leave per year.

2. If a teacher, by reason of illness, fails to complete a work day, the following procedure shall be applied: a teacher leaving work during the morning session shall be charged for one-half day of sick leave; a teacher leaving work during the afternoon session shall not be charged for sick leave.

3. After a total of ten (10) days' absence due to illness, the Superintendent may require a doctor's certificate upon a teacher's return to duty.

4. Sick days may be used for family illness as it relates to the spouse and children of OTA members of up to twelve weeks of accumulated sick time.

5. For family sick leave purposes (care of mother or father), a teacher shall be allowed to use accumulated sick days up to ten. After ten, the teacher would be required to pay the cost of the substitute.

6. A teacher is not able to use sick days under this provision for child care needs immediately after childbirth when the child's birth is medically considered to be without complications.

7. Sick Leave Bank

a) A Sick Leave Bank shall be maintained by the Association for the use of full-time teachers who are members and have used up their accumulative sick days. A Board of Governors, established by the Association, shall administer the Sick Leave Bank.

b) Any full time teacher who contributes one day of accumulative sick leave shall be a member. Contributions shall be made at the beginning of each school year as deemed necessary by the Association, on a form to be provided by the District. Contributions are not mandatory but once made may not be withdrawn. Unused days in the bank at the end of the year shall be carried over to the following year.

c) Teachers may withdraw days from the sick bank provided they are members, have exhausted their accumulated sick leave, and meet the criteria established by the Sick Leave Bank Board of Governors. The decisions of the Board of Governors shall be binding.

d) The Superintendent or his designee shall be advised and consulted on the administration of the Sick Leave Bank to see that the spirit and intent of this article is not abused or violated.

e) Any member of the sick leave bank accumulating more than 250 days at the end of the school year shall have those days in excess of 250 transferred to the sick leave bank.

f) A teacher is not able to use sick days from the sick bank to support family leave under the Family and Medical Leave Act or other family leave.

B. Personal Leave

1. a) All teachers shall be entitled to leave without loss of pay for whatever days are necessary but not exceeding a total of five (5) school days in the school year for death in the immediate family. Immediate family is defined as spouse, child, parent, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, same sex domestic partner (as the term same sex domestic partner is defined in the Ossining Union Free School District Health Benefits Plan), fiancé or other relative with whom they reside.

All teachers shall be entitled to one (1) day of leave without loss of pay for the death of an aunt, uncle, brother-in-law, or sister-in-law which occurs during the school year. In the event that (1) the death occurs during a time when school is not in session but proximate to a time when school is in session, (2) is celebrated by a memorial service which occurs while school is in session, and (3) said memorial service is held proximate to the date of death, the teacher shall be entitled to utilize said day of bereavement for purposes of attending the memorial service.

- b) Additional leave may be granted only on request to and approval by the Superintendent.

2. All teachers shall be entitled to leave without loss of pay for the actual number of days' absence caused by quarantine, compulsory jury duty or court attendance pursuant to subpoena. Teachers serving compulsory jury duty shall retain expense monies paid to them while rendering such service but shall pay over to the District the statutory fees received for each work day on leave.

3. Personal leave without loss of pay, not to exceed three (3) days in the school year, shall be provided to tenure teachers and one day of personal leave shall be provided to non-tenure teachers at their discretion for the purpose of attending to urgent personal business which cannot be attended to on a day or time other than a school day. All such personal days will accumulate together with accumulated sick leave. All such personal days taken shall be subtracted from the teacher's accumulated sick leave.

a) Personal leave will not be taken the day before or the day after a holiday or vacation period except with the prior approval of the Superintendent with specific reasons given.

4. For absences not covered by any of the above provisions, or by other policies of the District, deductions shall be made at the rate of 1/187 of the teacher's salary.

5. Personal leave shall be granted only upon five (5) days advance notice, save in justified emergencies.

C. Child Rearing Leave

1. Child rearing leave without pay shall be granted on a yearly basis not to exceed two (2) years. Teachers are eligible for return from such leave at the beginning of a school year following the completion of the leave.

2. Notice of effective date of return, or of request for the second year of leave shall be given to the District by March 7 of the year in which the leave is taken.

3. Failure to comply with the notice requirements provided for in paragraph two of this sub-section shall automatically terminate the teacher's service subject to law.

D. Medical and Personal Leave

Medical and personal leave may be granted without pay on a yearly basis not to exceed three (3) years at the discretion of the Board.

E. Other Leave

A tenured teacher who joins the Teachers Corps., Peace Corps, serves as an exchange teacher, or an overseas teacher, and is a full time participant in the program, shall, upon return to the District, after such leave, be assigned an equivalent position to that held when he/she left. He/She shall not receive step credit for the period of time that he/she is on such leave.

ARTICLE VIII – EVALUATION AND PROFESSIONAL IMPROVEMENT

A. Professional Improvement

1. The District shall support an in-service program within the District. The program shall be designed so as to serve the teachers and thereby serve to improve the instructional process.

2. Teachers may be directed within the maximum school day to observe classes, and attend staff development programs designed to strengthen the skills and abilities of teachers.

3. Teachers who are new to the District shall attend orientation programs prior to and following the opening of school in the school year. The format and content of programs shall be determined by the District. The summer orientation program for new teachers shall not exceed five (5) days. Teachers will receive two (2) in-service credits for attending the summer orientation program.

4. To receive credit for lane movement on the salary schedule, all courses taken shall be in the teacher's area of teaching certification or teaching specialization unless otherwise approved by the Superintendent. All courses taken shall have the prior approval of the Superintendent. Courses shall be taken at an accredited university or college or in an approved in-service program.

A maximum of five on-line graduate courses may be considered for column movement beyond the MA column when such courses are approved in advance and completed subject to the following terms and conditions:

i. The on-line graduate credit must be offered by an accredited New York college or university whose distance education program has been approved by the New York State Education Department, or by a college or university that is accredited by a national certification agency such as Middle States;

ii. The college or university must have a physical campus; and

iii. The on-line course must be a course that is otherwise eligible for graduate credit in a graduate program at the university or college through which such on-line course is offered.

5. A maximum of 60 hours of local in-service credit shall be allowed toward salary credit.

B. Visitation Days

Visitation Days may be granted to a teacher for the purpose of visiting other school systems to evaluate the educational techniques or innovations. A total of 100 days may be provided for such purposes. Such days shall be equitably distributed among all the schools. All expenses shall be paid for visits made at the District's direction. Except for the cost of substitutes, no other expenses shall be borne by the District for visitations made at teacher initiative. All such requests shall be approved by the building principals and the Superintendent. The Principal may request a sharing of these experiences with the staff.

C. Evaluation

The District and the Association support a continuing evaluation program for the purpose of improving the quality and effectiveness of teaching throughout the District.

1. The ultimate decision on the evaluation program shall rest solely with the District.

2. The Professional Growth Plan is the District's and Association's mutually developed and agreed upon instrument of professional review and evaluation. Any change or modification to the Professional Growth Plan shall be made through a mutually agreed upon process.

3. The Professional Growth Plan shall be distributed to all teachers at the beginning of each school year.

4. The evaluator shall conduct classroom observations of the work performance of the teacher openly and with his/her full knowledge and according to the terms of the Professional Growth Plan.

5. A copy of all evaluations and classroom observation reports will be given to the teacher before placement in the teacher's personnel file.

6. All probationary teachers whose employment shall not continue into the following school year shall be notified no later than May 15 of the present school year. This clause shall not apply to an abolished position.

ARTICLE IX – PROFESSIONAL ASSIGNMENTS

A. Involuntary Transfers

Any teacher being notified of transfer, shall have the right to meet with the Superintendent to discuss this transfer.

B. Notification and Termination

1. The District shall give 30 days notice to probationary teachers whose employment is being terminated in accordance with Section 3031 of the State Education Law.

2. The District shall notify eligible teachers who are not being recommended for tenure 60 days prior to the termination of their probationary term.

3. A teacher whose services are terminated prior to the end of the school year shall receive 1/187 of his/her annual salary for each day employed.

C. Just Cause

No tenured teacher shall be dismissed or disciplined as a result of tenure hearing, except for just cause.

D. Professional Openings

The District and the Association believe that the mutual interests of the District and the Association are best served when the Association is informed and involved in matters that impact upon teachers. This agreement is intended to strengthen the relationship between the two parties in regard to the selection process for new administrators.

1. Whenever an administrative vacancy occurs in the district, the Superintendent or his/her designee shall inform the President of the Ossining Teachers Association of the nature of the vacancy.

2. Open positions shall be posted and announced ten (10) school days prior to the date upon which applications close. The positions shall be announced to all teachers through the posting of announcements on office and faculty bulletin boards. An electronic copy shall be made available to the President of the Association at the same time that they are made available to all teachers.

3. Teachers of the District shall receive first consideration for all professional positions provided such teachers possess qualifications and requirements equal to those of outside applicants and are suitable candidates for the open positions. Evaluation of candidates and decisions to employ will rest with the Superintendent.

4. The Superintendent or his/her designee shall seek input from the Association in regard to the formal selection process for new administrators on or about the time of the announcement of the administrative vacancy.

5. This agreement does not apply to administrators transferring from one assignment to another within his/her tenure area or to circumstances wherein the district upgrades or downgrades an individual administrator's title, without substantially altering the duties of that

position. Further, the Superintendent reserves the right to make administrative appointments without the use of a formal selection process.

6. The District shall notify teachers that they may place their names on a mailing list prior to the close of school for summer notification of all professional openings. Summer open positions shall be posted, announced and notification made, two (2) weeks prior to the date upon which applications close.

ARTICLE X – INSTRUCTIONAL COUNCIL

A. Purpose

The Instructional Council shall serve as an advisory council to the Superintendent.

B. Membership

The Instructional Council shall consist of seven (7) members; one (1) teacher from each building, the President of the OTA or a designee, the Superintendent or designee. The Association will conduct the election in each building and an alternate will also be elected at that time to insure that every school shall be represented at all meetings.

C. Meetings and Procedures

1. The agenda for meetings will be prepared and distributed by the Superintendent's Office. Agenda items may be submitted by any member of the Instructional Council. The Superintendent's Office will distribute minutes of each meeting to each member of the Council and a copy of said minutes will be made available to each school.

2. The Instructional Council will meet during the school day at least once each month during the school year. The members of the Council shall be provided with necessary release time to attend such meetings. If in the event a second meeting is necessary in one month that meeting will take place after the school day. It is agreed that in the absence of an agenda regularly scheduled meetings will be cancelled.

3. The Council shall have the right to petition the Board through the Superintendent and to meet with the Board at the Board's convenience. Nothing in this article is intended or construed to limit the rights and responsibilities of the Board and the Superintendent to administer the affairs of the District.

ARTICLE XI – LENGTH OF RECOGNITION OF ASSOCIATION

The District hereby recognizes the Association as the bargaining agent for the unit covered by the contract.

ARTICLE XII – SCHOOL CALENDAR

That Association may submit a proposed school calendar to the Superintendent for his/her consideration. This proposal shall be made on or before January 15th of each school year.

ARTICLE XIII – GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim by a teacher, teachers or the Association that they have been adversely affected by a violation of the terms of this Agreement.

B. Purpose

1. The purpose of this procedure is to secure equitable solutions to the disputes which may arise over matters defined in Paragraph "A" as rapidly as possible.

2. Nothing herein contained will be construed as limiting the right of any teacher having grievance to discuss the matter with any appropriate member of the administration, provided any adjustment is not inconsistent with the terms of this Agreement and that the Association at or after Level 1 has been given the opportunity to be present at such adjustment to state its views.

C. Procedure

To expedite the process, the number of days indicated at each level shall be considered as a desirable maximum.

1. Level 1

a) An aggrieved person will first present his grievance in writing to his principal or immediate supervisor, with whom it will be discussed directly or through the Association's representative. The principal or immediate supervisor shall inform the aggrieved person and the Association's representative of his decision in writing within five (5) school days after the grievance was presented.

b) Level 1 shall continue to be the entry level for all grievances which pertain to individual or groups of teachers when the actions being grieved originate at the building level. The principal or immediate supervisor must have the authority to sustain or deny the entry level grievance and to award an appropriate remedy, if any.

c) The President of the Association must be notified by the aggrieved party that formal procedures under Article XIII are initiated; thereafter

copies of all written communications of the parties shall be sent to the President of the Association.

2. Level 2

a) Level 2 shall be the entry level for any and all grievances brought by the Association when the actions being grieved originate at the District level. Such grievances would refer to those issues principals and/or supervisors would lack the authority to adjudicate.

b) If the aggrieved person is not satisfied with the disposition of the grievance at Level 1, or if no decision has been rendered within five (5) school days after presentation of the grievance then, within ten (10) school days after presentation of the grievance, he or she may file a grievance, in writing with the President of the Association.

c) If the grievance is considered by the appropriate Association committee to be meritorious, the Association shall notify the Superintendent within ten (10) school days after it has received the grievance from the aggrieved person that it wishes to carry the grievance to the Superintendent.

d) Within five (5) school days after notification to the Superintendent, the Association representatives and the aggrieved party shall meet with the Superintendent or a designee. The Superintendent or a designee shall inform the Association representatives and the Association President of the decision on the grievance within ten (10) school days after the meeting.

3. Level 3

a) If the Association is not satisfied with the decision at Level 2, or if no written decision has been rendered within ten (10) school days after the meeting, the Association may within ten (10) school days, request that a Board committee meeting take place. Such a meeting, at the option of the Board, may take place within ten (10) school days after the request.

b) In the event that the Board exercises its option to meet at Level 3, the aggrieved party and other parties to the grievance may be present and a transcript of the meeting may be made. The transcript fee shall be shared equally by the parties to the dispute. The Board shall render a decision within ten (10) school days to the Association representatives and the Association President.

4. Level 4

a) If the Association is not satisfied with the disposition of the grievance at Level 3, or if no decision has been rendered within fifteen (15) school days after the grievance was presented to the Board committee, or if the Board has exercised its option not to meet at Level 3, the Association may, within ten (10) school days after receipt of a decision by the Board, or twenty (20) school days after the grievance was referred to the Board committee, whichever is sooner, submit the grievance to arbitration.

b) The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding including those relating to hearings, fees, expenses and selection of the arbitrator and the arbitration proceedings.

The arbitrator shall hold hearings and issue his decision not later than thirty (30) days from the date of the closing of the hearing or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provision of this Agreement and he shall be without power or authority to make any decision:

i. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of the Agreement.

ii. Involving Board discretion or Board policy except as limited by the Agreement and except that he may decide in a particular case that Board policy was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion.

iii. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under its by-laws, applicable law, and rules and regulations having the force and effect of law, except as modified by this Agreement.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator may recommend an appropriate remedy when he finds a violation of this Agreement.

The arbitrator's fee will be shared equally by the parties to the dispute.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Association agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of the arbitrator.

5. Miscellaneous Provisions

a) In the event a grievance is filed which might not be finally resolved at Level 4 under the time limits set forth herein by the end of the school year, and which if left unresolved until the beginning of the following year could result in irreparable harm to the teacher or teachers, the time limits set forth herein will be reduced so that grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

b) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be available without the permission of the aggrieved party.

c) Any and all grievances shall be presented within thirty (30) school days after either the grievant or the Association knew or should have known of the initial occurrence of the event or events, claimed to have given rise to the grievance. Failure to present said grievance as heretofore mentioned shall cause said grievance to abate. Failure to proceed to the next step within the applicable time limits upon notice by the employer of an intent to claim a waiver, shall, within five (5) days of such notice, cause the grievance to abate. To expedite the process, the number of days indicated at each level shall be considered as a desirable maximum. By mutual written agreement, any of the time within the grievance procedure may be extended.

d) It is understood that no reprisal shall be taken by the Board or by a member of the administration against any teacher by reason of his/her participation in the grievance procedure.

D. Rights Under the Grievance Procedure

1. The District shall make available to the Association information in the possession of the District and deemed necessary for the Association to carry out its function of the processing of Association grievances (excluding confidential personnel records) provided such material is not tentative nor preliminary in nature.

2. The investigation of grievances shall be carried on by the Association Representative after school hours, where practicable.

3. In the event that a representative or individual designated in writing by the Association, investigates or is required to attend a grievance proceeding, he shall be released from all regular duties without loss of pay for the period of time necessary to permit his attendance at such proceedings, provided that requests are reasonable and there is no interference with the educational program.

ARTICLE XIV – NEGOTIATION PROCEDURES

A. Initiation

No later than the first school day in January of each year prior to the expiration of this or any successor agreement, the party wishing to change shall submit, in writing, proposals, and shall enter into "good faith" negotiations as to a successor agreement no later than January 15th.

B. Mediation

At any time prior to the invocation of impasse procedures, the parties may, by mutual consent, agree on a mutually acceptable mediator. In the event of such mediation by a private person, the cost of such mediatory service shall be borne equally by the parties. The use of a private mediator as described above, shall not prevent either party from invoking the impasse procedure of the Public Employees' Fair Employment Act at any time within the 120-day period prior to the annual meeting of the District noted above.

C. Ratification

Any agreement reached between the District and the Association shall be subject to legislative approval by the Board and ratification by the membership of the Association.

D. Representative in Negotiations

Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or without the District. While no final agreement between the Association and the District shall be executed without ratification by the membership of the Association and the Board, the parties

mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

ARTICLE XV – MISCELLANEOUS

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

ARTICLE XVI – GENERAL PROVISIONS

A. Effect of Contract

1. This agreement constitutes the full and complete agreement of the parties and may not be altered or changed in any way unless mutually agreed upon in writing by the parties.

2. The Board or its designee shall advise the Association in writing of any proposed change in policy which may affect the terms and conditions of employment of teachers. It is understood that such terms and conditions do not include those items which must be negotiated under law.

3. The Association shall have the right, within five (5) school days after receipt of such notice, to advise the District in writing of its desire to review and discuss any such proposed change in policy, and shall meet with the Board or its designee no later than five (5) school days after notification for advisory consultation. In the event that the Association does not notify the District of its desire to review and discuss any proposed change, such change shall take effect at the discretion of the Board.

4. The parties agree to cooperate in arranging meetings and furnishing information provided that such information requested is readily available and not preliminary or tentative in character. Any times contained herein may be extended by mutual agreement.

5. The parties shall cooperate in arranging meetings over education and instructional concerns of the teachers and of the District.

B. Previous Practice Clause

No teacher shall, during the term of this Agreement, be deprived by the Board of any privileges, benefits, emoluments or immunities pertaining to his job which were in existence prior to the date of execution of this Agreement. Any and all teachers covered by this Agreement shall continue to enjoy, during the term of this Agreement, any and all privileges, benefits,

emoluments and immunities heretofore enjoyed by them, in connection with their respective jobs.

C. Individual Agreements

Any individual arrangement, agreement or contract between the District and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract thereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. Copies of such individual arrangement, agreement or contract shall be forwarded to the President of the Association. If any individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Conformity to Law - Saving Clause

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

E. Copies of Agreement

Copies of this Agreement shall be given to all teachers now employed or hereafter employed by the District.

F. Seniority List

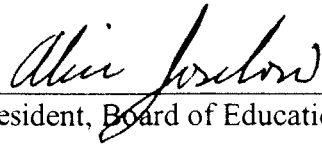
The District shall give a seniority list covering all members of the unit to the President of the Association each year.

G. Duration of Agreement and Closure

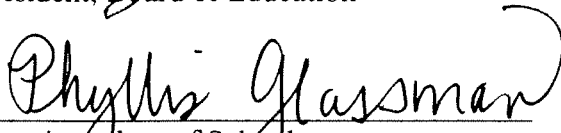
This Agreement shall be effective for a period commencing July 1, 2008 and continuing until June 30, 2013.

The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that negotiations will not be reopened on any items whether contained in this Agreement or not, during the life of this Agreement. Any


District policies unaltered or unchanged by the language of this Agreement shall remain in force.



President, Board of Education



Superintendent of Schools



Ossining Teachers Association

APPENDIX I

A. SALARIES – 2008-2009 School Year

Effective November 15, 2008, the salary schedule in effect on June 30, 2008 shall be adjusted by a 3.25% increase.

B. SALARIES – 2009-2010 School Year

Effective July 1, 2009, the salary schedule in effect on June 30, 2009 shall be adjusted by a 1.5% increase.

C. SALARIES – 2010-2011 School Year

Effective July 1, 2010, the salary schedule in effect on June 30, 2010 shall be adjusted by a 1.5% increase.

D. SALARIES – 2011-2012 School Year

Effective February 1, 2012, the salary schedule in effect on June 30, 2011 shall be adjusted by a 3.25% increase.

E. SALARIES – 2012-2013 School Year

Effective July 1, 2012, the salary schedule in effect June 30, 2012 shall be adjusted by a 3.25% increase.

F. SUPPLEMENTAL CONTRACTS

All supplemental contracts shall be increased as stated above from July 1, 2008 through June 30, 2013.

G. LONGEVITY

Teachers with seventeen (17) years of continuous service in the Ossining School District shall be eligible to receive a continuous service increment in the amount of \$750.

Teachers with twenty (20) or more years of continuous service in the Ossining School District shall be eligible to receive a continuous service increment in the amount of \$1500.

Eligibility to receive the continuous service increment for teachers with twenty years of continuous service is based on performance evaluation criteria which shall be established by the District. Any teacher denied a continuous increment shall be reevaluated

within one year of each eligibility. At the Administration's discretion the continuous service increment may be retroactively awarded to the date of initial eligibility. Continuous service increments shall be credited to any and all teachers eligible in September at the start of the school year after the evaluation year. The adjustment shall be part of the base salary and shall be subject to review at the end of three years to determine continued eligibility.

Teachers with twenty-three (23) or more years of continuous service in the Ossining School District shall be eligible to receive a continuous service increment in the amount of \$1000.

Child rearing leave and other unpaid leaves of absence approved by the Board of Education shall not constitute a break in service with respect to longevity; however, such leave time shall not be counted for any other purpose.

H. LANE MOVEMENT

Effective July 1, 1986, members of the unit may accrue up to 60 in-service credits for application to lane movement. In no case will in-service credits in excess of 30 earned before July 1, 1977, be applied to lane movement. Effective July 1, 1986, the lane requirements shall be as follows:

BA	Lane A	Bachelors Degree or certification
BA+15	Lane B	Lane A plus 15 credits (in-service or university or any combination thereof)
BA+30	Lane C	Lane A plus 30 credits (in-service or university or any combination thereof)
MA	Lane D	An earned Masters Degree or certified statement from a college that all requirements for a Masters Degree have been successfully completed and that the degree will be awarded at the next award period.
MA+15	Lane E	Lane D plus 15 credits (in-service or university or any combination thereof)
BA+45	Lane F	Lane A plus 45 credits (in-service or university or any combination thereof)
BA+60	Lane G	Lane A plus 60 credits (in-service or university or any combination thereof)

MA+30	Lane H	Lane D plus 30 credits (in-service or university or any combination thereof)
MA+45	Lane I	Lane D plus 45 credits (in-service or university or any combination thereof)
MA+60	Lane J	Lane D plus 60 credits (in-service or university or any combination thereof)
DOCTORATE	Lane K	An earned Doctorate

For all teachers hired after January 1, 1996, Lanes C, F and G shall no longer exist. All teachers currently on these lanes and all teachers on staff as of December 31, 1995 shall continue to have these lanes available for lane movement.

I. SALARY CREDIT FOR COURSES TAKEN

1. All courses, including university and in-service courses for which salary credit is to be granted, shall have the prior approval of the Superintendent or his/her designee.

2. In order for a teacher to secure salary credit he shall take the following steps, whichever may apply:

a) Transcripts for university courses shall be placed on file in the Superintendent's office.

b) For in-service courses, notification by the instructor of satisfactory completion of the course shall be placed on file in the Superintendent's office.

c) Courses completed in the first semester shall be credited as of February 1, if the transcripts or notifications are on file in the Superintendent's office by March 1. Salary adjustments shall be made with the last check in March.

d) Courses completed in the second semester shall be credited as of September 1 if the transcripts or notifications are on file in the Superintendent's office by November 1. Salary adjustment shall be made with the last check in November. If transcripts or notifications are on file by August 1, adjustment shall be made in the first check in September.

e) Courses completed in the summer session shall be credited in accordance with Paragraph "d)", above.

f) Teachers at MA+60 and Ph.D. columns shall receive a one time \$75 reimbursement per credit for university accredited courses. Enrollment in said course is subject to prior approval of the Superintendent of Schools.

J. NATIONAL BOARD CERTIFICATION - \$3,000 STIPEND

The District encourages teachers to earn the National Teacher's Certification. Upon receipt of the National Certification, the District will provide the teacher with an annual stipend until such time as the certification expires providing that the teacher notifies the District in advance of enrolling in the National Certification program. A teacher may not use National Teacher's Certification courses to advance her/himself on the salary schedule.

Teachers receiving such stipend from the District will provide the District with 15 hours of professional service annually. Such service may be to provide other teachers with professional development, share information with the Board, etc. However, such service will not be direct service to students unless such service is to provide a model lesson for other teachers.

K. SUMMER SCHOOL SALARIES (AND OTHER AFTER SCHOOL TEACHING)

a) Effective July 1, 2008 compensation shall be based on an hourly rate in accordance with the following:

	Effective 7/1/2008	Effective 11/15/2008	Effective 7/1/2009	Effective 7/1/2010	Effective 2/1/2012	Effective 7/1/2012
Step 1	41.93	43.29	43.94	44.60	46.05	47.55
Step 2	48.08	49.64	50.39	51.14	52.81	54.52
Step 3	51.36	53.03	53.83	54.64	56.41	58.25
Step 4	55.47	57.27	58.13	59.00	60.92	62.90
Step 5	59.54	61.48	62.40	63.33	65.39	67.52

If administrative changes are made in length of session or number of hours per course, the salary shall be pro-rated in accordance with the above schedule.

A teacher shall advance one step for each year of summer school experience served in any of the schools of the school district.

b) Committee on Special Education (CSE) staff who attend CSE meetings during the summer shall be compensated at their per diem rate of pay, on a pro-rated basis for the actual length of time spent, but not less than four hours per day.

L. COACHING, EXTRA-CURRICULAR AND INTRAMURAL

During the first two years of the contract, a Task Force consisting of two (2) administrators appointed by the Superintendent and two (2) representatives appointed by the Association President will be established to determine increases to contract stipends for coaching activities. The Task Force will simultaneously formulate recommendations of stipends for off-season coaching. The Task Force shall submit its report to the Board of Education on or before June 30, 2010. This report shall not be binding upon the Board of Education.

1. a) All coaching and club activity supplemental salary agreements shall be subject to the approval of the Superintendent of Schools. All coaching, club and extra-curricular activities shall be funded on the basis of student participation and educational value to the District. For clubs or extra-curricular activities for which an advisor is necessary and approved by the Superintendent of Schools, the advisor shall be compensated at a rate to be negotiated by the Association and the District.
- b) Any person who has served or does serve in a coaching position in the same sport for four or more consecutive years, or in an advisor position in the same extra-curricular non-athletic activity for four or more consecutive years, shall receive an additional longevity payment for each year of service beginning with the fourth year of service.
- c) The schedule of longevity payments during the duration of this contract shall not be added to the base coaching salary and shall be as follows:

	Effective 7/1/2008	Effective 11/15/2008	Effective 7/1/2009	Effective 7/1/2010	Effective 2/1/2012	Effective 7/1/2012
Category I	334	345	350	355	367	379
Category II	278	287	291	295	305	315
Category III	222	229	232	235	243	251

- d) The schedule of longevity payments during the duration of this contract for extra-curricular non-athletic duties shall be as follows:

	Effective 7/1/2008	Effective 11/15/2008	Effective 7/1/2009	Effective 7/1/2010	Effective 2/1/2012	Effective 7/1/2012
Category I	56	58	59	60	62	64
Category II	84	87	88	89	92	95
Category III	112	116	118	120	124	128
Category IV	167	172	175	178	184	190

**COACHES SALARY SCHEDULE
EFFECTIVE JULY 1, 2008 - JUNE 30, 2013**

	Effective <u>7/1/2008</u>	Effective <u>11/15/2008</u>	Effective <u>7/1/2009</u>	Effective <u>7/1/2010</u>	Effective <u>2/1/2012</u>	Effective <u>7/1/2012</u>
CATEGORY I						
Varsity Baseball - Head	5460	5637	5722	5808	5997	6192
Varsity Basketball - Boys Head	6075	6272	6366	6461	6671	6888
Varsity Basketball - Girls Head	6075	6272	6366	6461	6671	6888
Varsity Field Hockey - Head	5156	5324	5404	5485	5663	5847
Varsity Football - Head	6885	7109	7216	7324	7562	7808
Varsity Football - Assistant (2)	4842	4999	5074	5150	5317	5490
Varsity Gymnastics - Head	5237	5407	5488	5570	5751	5938
Varsity Ice Hockey - Head	6046	6242	6336	6431	6640	6856
Varsity Indoor Track - Boys Head	5346	5520	5603	5687	5872	6063
Varsity Indoor Track -Girls Head	5346	5520	5603	5687	5872	6063
Varsity Lacrosse - Boys Head	5460	5637	5722	5808	5997	6192
Varsity Lacrosse - Girls Head	5460	5637	5722	5808	5997	6192
Varsity Outdoor Track - Boys Head	5460	5637	5722	5808	5997	6192
Varsity Outdoor Track - Girls Head	5460	5637	5722	5808	5997	6192
Varsity Soccer - Boys Head	5189	5358	5438	5520	5699	5884
Varsity Soccer - Girls Head	5189	5358	5438	5520	5699	5884
Varsity Softball - Head	5460	5637	5722	5808	5997	6192
Varsity Swimming Coach - Boys Head	5618	5801	5888	5976	6170	6371
Varsity Swimming Coach - Girls Head	5618	5801	5888	5976	6170	6371
Varsity Volleyball - Head	5156	5324	5404	5485	5663	5847
Varsity Wrestling - Head	5705	5890	5978	6068	6265	6469

CATEGORY II						
JV Baseball - Head	3915	4042	4103	4165	4300	4440
JV Basketball - Boys Head	4447	4592	4661	4731	4885	5044
JV Basketball - Girls Head	4447	4592	4661	4731	4885	5044
JV Football - Head	4440	4584	4653	4723	4876	5034
JV Football - Assistant	4113	4247	4311	4376	4518	4665
JV Lacrosse - Girls Head	3915	4042	4103	4165	4300	4440
JV Lacrosse - Boys Head	3915	4042	4103	4165	4300	4440
JV Soccer - Boys Head	3499	3613	3667	3722	3843	3968
JV Soccer - Girls Head	3499	3613	3667	3722	3843	3968
JV Softball - Head	3915	4042	4103	4165	4300	4440
JV Wrestling - Head	4326	4467	4534	4602	4752	4906
Modified Basketball - Boys Head	3925	4053	4114	4176	4312	4452
Modified Basketball - Girls Head	3925	4053	4114	4176	4312	4452
Modified Football - Head	4038	4169	4232	4295	4435	4579

**COACHES SALARY SCHEDULE
EFFECTIVE JULY 1, 2008 - JUNE 30, 2013**

	Effective <u>7/1/2008</u>	Effective <u>11/15/2008</u>	Effective <u>7/1/2009</u>	Effective <u>7/1/2010</u>	Effective <u>2/1/2012</u>	Effective <u>7/1/2012</u>
Modified Football - Assistant	3565	3681	3736	3792	3915	4042
Varsity Baseball - Assistant	3952	4080	4141	4203	4340	4481
Varsity Cheerleading	3387	3497	3549	3602	3719	3840
Varsity Cross Country - Head	4160	4295	4359	4424	4568	4716
Varsity Gymnastics - Assistant	3892	4018	4078	4139	4274	4413
Varsity Ice Hockey - Assistant	3084	3184	3232	3280	3387	3497
Varsity Indoor Track - Assistant	3892	4018	4078	4139	4274	4413
Varsity Lacrosse - Boys Assistant	3084	3184	3232	3280	3387	3497
Varsity Lacrosse - Girls Assistant	3084	3184	3232	3280	3387	3497
Varsity Outdoor Track - Assistant	3952	4080	4141	4203	4340	4481
Varsity Soccer - Boys Assistant	3084	3184	3232	3280	3387	3497
Varsity Soccer - Girls Assistant	3084	3184	3232	3280	3387	3497
Varsity Softball - Assistant	3084	3184	3232	3280	3387	3497
Varsity Tennis - Boys Head	3472	3585	3639	3694	3814	3938
Varsity Tennis - Girls Head	3472	3585	3639	3694	3814	3938
Varsity Wrestling - Assistant	4326	4467	4534	4602	4752	4906
<u>CATEGORY III</u>						
JV Cheerleading	2582	2666	2706	2746	2836	2928
JV Volleyball	3456	3568	3622	3676	3796	3919
JV Field Hockey	3456	3568	3622	3676	3796	3919
Varsity Bowling	3199	3303	3353	3403	3513	3627
Varsity Golf	3199	3303	3353	3403	3513	3627
Modified Baseball	3249	3355	3405	3456	3568	3684
Modified Cross Country	3338	3446	3498	3551	3666	3785
Modified Field Hockey	3256	3362	3412	3463	3576	3692
Modified Ice Hockey	3497	3611	3665	3720	3841	3966
Modified Indoor Track	3051	3150	3197	3245	3351	3460
Modified Lacrosse - Boys Head	3249	3355	3405	3456	3568	3684
Modified Lacrosse - Girls Head	3249	3355	3405	3456	3568	3684
Modified Outdoor Track	3338	3446	3498	3551	3666	3785
Modified Outdoor Track Assistant	2738	2827	2869	2912	3007	3105
Modified Soccer - Boys Head	3338	3446	3498	3551	3666	3785
Modified Soccer - Girls Head	3338	3446	3498	3551	3666	3785
Modified Softball	3249	3355	3405	3456	3568	3684
Modified Volleyball	3256	3362	3412	3463	3576	3692
Modified Wrestling	3256	3362	3412	3463	3576	3692

2. Extra-Curricular Non-Athletic Duties

a) High School

Additional pay for non-athletic duties shall be as follows:

	Effective 7/1/2008	Effective 11/15/2008	Effective 7/1/2009	Effective 7/1/2010	Effective 2/1/2012	Effective 7/1/2012
CATEGORY I						
Freshman Class Advisors (2)	1558	1609	1633	1657	1711	1767
Sophomore Class Advisors (2)	1558	1609	1633	1657	1711	1767
High School Club Advisors	1558	1609	1633	1657	1711	1767
Yearbook Business Manager	1558	1609	1633	1657	1711	1767
CATEGORY II						
Federal Challenge Advisor	1974	2038	2069	2100	2168	2238
Law Team Advisor (2)	1974	2038	2069	2100	2168	2238
National Honor Society Advisor (2)	1974	2038	2069	2100	2168	2238
Junior Class Advisor (2)	1974	2038	2069	2100	2168	2238
CATEGORY III						
School Store Advisor	2832	2924	2968	3013	3111	3212
Senior Class Advisor (2)	2832	2924	2968	3013	3111	3212
Student Council Advisor (2)	2832	2924	2968	3013	3111	3212
CATEGORY IV						
School Newspaper Advisor	2988	3085	3131	3178	3281	3388
Yearbook Advisor	4455	4600	4669	4739	4893	5052

Recommendation of additional activities to be funded shall be made by the building administrator.

b) Middle School

Middle School club activities shall be compensated at the rates set forth in Appendix I, Section K for summer school salary and other after school teaching.

3. Intra-Mural Activities

a) The Intra-Mural year will consist of 60 sessions subdivided into seasons and rates of remuneration as follows:

	Sessions	Effective 7/1/2008	Effective 11/15/2008	Effective 7/1/2009	Effective 7/1/2010	Effective 2/1/2012	Effective 7/1/2012
Intra-Mural Supervisor		1,554	1605	1629	1653	1707	1762
Intra-Mural Coaches - Fall	15	483	499	506	514	531	548
Intra-Mural Coaches - Winter	30	965	996	1011	1026	1059	1093
Intra-Mural Coaches - Spring	15	483	499	506	514	531	548

b) Sessions shall consist of a minimum of one (1) hour and a maximum of one and one-half (1 1/2) hours per day. Total hours shall not exceed three (3) hours per week.

M. TEACHER COORDINATORS - DEPARTMENT HEADS

1. The appointment of teacher coordinators and department heads shall be subject to the approval of the Superintendent of Schools.

2. Teacher coordinators and department heads shall be assigned into three (3) basic categories. Each category is dependent upon the number of teachers serviced in the assigned curricular area. Teacher coordinators and department heads shall not be assigned non-instructional duties.

3. Rate of remuneration is:

a) Teachers Served

<u>Teachers Served</u>	Effective 7/1/2008	Effective 11/15/2008	Effective 7/1/2009	Effective 7/1/2010	Effective 2/1/2012	Effective 7/1/2012
1-8	4011	4141	4203	4266	4405	4548
9-11	4415	4558	4626	4695	4848	5006
12 and above	5625	5808	5895	5983	6177	6378

b) Teacher coordinators and department heads working part or all of three (3) days prior to opening of school or after close of school shall be paid at the highest per diem rate applicable. One additional day may be added at the discretion of the Superintendent or his designee.

N. SUPPLEMENTAL SALARY AGREEMENTS

All teachers holding positions as specified in Section "O" shall sign supplemental contracts.

O. GUIDANCE COUNSELORS

For required additional work beyond the maximum school day performed from September 1 to June 30, counselors shall be paid at the rate of 1/187 of the regular salary for each full day. For any additional days beyond the school year the counselor shall be paid at the rate of 1/187 of the regular salary for each full day.

P. PAY DAYS

All teachers shall receive 1/24 of their annual salary beginning with the first or second Friday in September after the opening of school and every two weeks thereafter until the last Friday of the school year in June. Teachers may also have the option of 1/26 of their annual salary over the course of the calendar year. The last pay check in June shall be the balance due of the teacher's annual salary. When a pay day falls on a holiday or during a vacation period, the teachers shall be paid on the last school day prior to the holiday or vacation period. The above shall be subject to BOCES requirements. In the event that two (2) consecutive pay days fall within one vacation period, the second check will be mailed to staff members.

APPENDIX II

DUES DEDUCTION

A. FORM

The District agrees to deduct, from the salaries of teachers governed by this agreement, dues for the Ossining Teachers Association, N.Y.S.U.T. and the organizations with which it is affiliated, which said teachers individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Ossining Teachers Association. Teacher Authorizations shall be in writing in the form provided by the Association, except those signed prior to the date of this agreement on the previously acceptable forms.

In the event that the names of the organizations covered by this article shall change, the Association shall notify the District in writing of such change and the District shall issue checks for monies deducted in the new name.

B. RATE OF MEMBERSHIP DUES

The Association shall certify to the District, in writing, the current rate of membership dues for each organization covered by this article. The Association shall notify the District 30 days prior to the effective date of any membership dues change.

C. INSTALLMENTS

1. No later than two weeks prior to the pay period for which deductions for the organizations named above shall commence, the Association shall provide the District with a list and the original signed deduction cards of those employees who have voluntarily authorized the District to deduct dues for the organizations so designated.

2. The Association shall notify the District of the amount of such authorized deductions, the number of paychecks from which such deductions shall be made, and the date on which such deductions shall commence. No deductions shall be authorized for the last paycheck in June.

D. SUPPLEMENTAL AUTHORIZATIONS

Supplemental authorizations submitted at least two weeks prior to the first pay period in February shall be deducted in the manner prescribed in Paragraph "C" above and begin with the first pay period in February.

E. TRANSMITTAL OF MONIES

The District shall, following each pay period from which a dues deduction is made, transmit the amount of dues so deducted to the Ossining Teachers Association. The first

and final transmittal shall be accompanied by a list of the members from whom deductions have been made and the amount deducted for each, and other transmittals shall indicate changes, if any. The Ossining Teachers Association shall be responsible for forwarding such lists and monies to the organizations referred to in Paragraph "A".

F. WITHDRAWAL OF AUTHORIZATION

An employee may withdraw his authorization at any time by written notice received by the District at least two weeks prior to the effective pay period.

G. ADDITIONAL DEDUCTIONS

Other deductions for legitimate Association activities shall be made available but shall not exceed two such requests each school year. Deductions shall be made in one or more installments as requested in writing by the Ossining Teachers Association, subject to administrative requirements and the written authorization of the teacher involved. Teachers participating in tax shelter annuities may change their carrier once a school year before October 1, such change to take effect with first payroll in November and they may change their rate of payment only once a year.

H. AGENCY FEE

The District agrees to deduct an agency fee for all non-members of the Ossining Teachers Association as per State law.

I. ADDITIONAL DEDUCTIONS

The district shall support an IRS 403b program. All aspects of the administration of such program shall be in compliance with the IRS rules and regulations. It is anticipated that teachers will make an annual election prior to December 1 for the subsequent year.

APPENDIX III

**Ossining Union Free School District
Affidavit of Spouse/Domestic Partner Income**

State of New York)
) ss.
County of Westchester)

_____, being duly sworn, deposes and says:

1. I submit this affidavit in support of my obligation to comply with the Working Spouse Rule set forth in the Agreement between the Ossining Union Free School District and the Ossining Teachers Association, Article V(C)(7).
2. I understand that the District will rely on this affidavit for the truth of its contents stated herein.
3. I further understand that it is a crime to submit a materially false statement to the District.
4. I hereby certify that my spouse/domestic partner filed federal and state income tax returns for the year _____, and reported earned income less than the cap designated in Article V(C)(8) of the Agreement between the Ossining Union Free School District and the Ossining Teachers Association.
5. I understand that the Ossining Union Free School District may request copies of my federal and state income tax returns hereinbefore referred to in its discretion. I further understand that the foregoing authority will not be exercised in an unreasonable manner.

I hereby certify, under penalty of perjury, that the foregoing statements are true and correct.

Signature of Employee

Employee Name (please print)

Date

Sworn to before me this
___ day of _____, 20__.

Notary Public

Board of Education

Alice Joselow, President
Irwin J. Kavy, Vice President
Cindy Winter
Dana Levenberg

Charles Cooks
Amanda Curley
Bill Kress

Board Negotiating Team

Dr. Phyllis Glassman, Superintendent of Schools
Ray Sanchez, Deputy Superintendent
John H. Gross, Esq., Ingerman Smith, L.L.P.
Carolyn Przybylo, Esq., Ingerman Smith, L.L.P.
Regina M. Cafarella, Esq., Ingerman Smith, L.L.P.

OTA Executive Board

Terry Bartok, President
Sarah Arbitrio, 1st Vice President
Gregg Ninos, 2nd Vice President
Bob Rosenbaum, Secretary
Pat Carforo, Treasurer
Jen Hamel, Executive Intern

OTA Negotiating Team

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