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Clifton-Fine Central School District
And Clifton-Fine Education Assn

2003-04

2004-05

AGREEMENT

between

CLIFTON-FINE CENTRAL SCHOOL
DISTRICT

and

CLIFTON-FINE EDUCATION ASSOCIATION

RECEIVED

DEC 22 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Star Lake, New York 13690

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TABLE OF CONTENTS

| | |
|---|----|
| Agreement | 1 |
| Purpose and Intent of Agreement | 1 |
| Article I Recognition | 2 |
| Article II Responsibilities of Parties | 2 |
| Article III Fees | 4 |
| Article IV Teaching Conditions | 5 |
| Article V Extra-Curricular, Extra-Duty and Coordinator Activities | 8 |
| Article VI Grievance Procedure | 9 |
| Article VII Administrative Functions | 11 |
| Article VIII Evaluation, Personnel File | 11 |
| Article IX Health and Safety | 18 |
| Article X Salaries | 19 |
| Article XI Negotiating Procedure | 23 |
| Article XII Credit Union | 24 |
| Article XIII Distance Learning | 24 |
| Article XIV Termination Date and Process | 24 |
| Appendix A Salary Schedules | 26 |
| Appendix B Extra Curricular Schedules | 29 |
| Appendix C Details of Leave Procedure | 32 |
| Appendix D Distance Learning | 41 |

AGREEMENT

This Agreement, dated as of _____ (hereinafter referred to as the "2003-2005 Agreement") is between the Clifton-Fine Central School District (hereinafter referred to as the "District") and the Clifton-Fine Education Association (hereinafter referred to as the "Association"). Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective upon signing.

The Association having been designated the exclusive collective negotiating representative of the instructional staff as defined in Article I - Recognition, the District recognizes the Association as such exclusive representative. Accordingly, the Association makes this Agreement in its capacity as the exclusive collective negotiating representative of such employees. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by a member of the instructional staff or the Association of a violation by the District of this Agreement. As the representative of the instructional staff, the Association may process grievances through the grievance procedure or settle the same.

PURPOSE AND INTENT OF AGREEMENT

The District and the Association agree that it is their joint responsibility and primary function to assure each boy and girl attending the Clifton-Fine School the highest level of educational opportunity available. It is the intent and purpose of this Agreement to further this primary function by setting forth a procedure that will enhance communication, cooperation and mutual understanding in the area of terms and conditions of employment.

The representatives of the District and the Association shall continue to provide each other with such advance notice as is reasonable under the circumstances on all matters of importance in the administration of the terms of the Agreement, including changes or innovations affecting the relations between the parties.

ARTICLE I - RECOGNITION

In setting forth the terms of this Agreement, the District and the Association agree on the following definitions:

Teacher: A member of the instructional staff whose position requires certification by the State Education Department and who is a member of the instructional unit as defined by the Board under the provisions of the applicable statutes.

Administrator: The Superintendent, the High School Principal, the Elementary Principal, and the CSE Chairperson/Director of Special Programs.

Supervisor: The administrator to whom the bargaining unit member is responsible.

Unit: All certified, professional employees of Clifton-Fine Central School District, including school nurse, and excluding administrators and business manager.

Day: Shall mean all regularly scheduled class days as determined by the calendar adopted by the School Board, not to exceed 200 days.

The District, having determined that the Association is supported by a majority of the bargaining unit members, and having evidence that the Association has agreed to conform to the provisions of Article 14 of the Civil Service Law, recognizes the Association as the exclusive negotiating agent for such bargaining unit members. Such recognition shall conform to the provisions of Article 14 of the Civil Service Law.

ARTICLE II - RESPONSIBILITIES OF PARTIES

- A. Each of the parties hereto acknowledges the rights and responsibilities of the other party, the rights of individual bargaining unit members under the law, and the responsibility of both parties to follow policies set by the Commissioner of Education. If any Article or Section of this Agreement or an Appendix thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder

of this Agreement and appendices thereto shall not be affected thereby and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalid Article or Section. Such negotiations shall be limited to the area declared invalid.

- B. The District recognizes that teaching is a profession requiring specialized education qualifications and the quality of the educational programs conducted in the School District depends primarily upon the quality of the teaching service.
- C. In the selection of educational material and in the determination of method of presentation, the District and the administrators will make a sincere effort to allow teachers maximum academic freedom consistent with the spirit of the joint Code of Ethics developed by the New York State School Boards Association and the New York State United Teachers, as well as the policies of the State Education Department and the School District.
- D. Continuing Policies
 - 1. Practices and policies currently in effect which affect terms and conditions of employment of members of the bargaining unit and are not otherwise covered by this Agreement shall be maintained at the standards presently in effect, except as they may be improved by provisions of this Agreement.
 - 2. The only exception to the foregoing shall be where a change in practice or policy is necessitated by change in enrollment, loss of revenues, or major change in educational requirements of the District.
 - 3. If the District believes that one of the three pre-conditions for an exception may exist, it will immediately notify the Association President, in writing, of this possibility. No final decision will be reached by the District for at least thirty (30) days from the date of notification of the Association.
 - 4. The District and the Association will cooperate in any joint study, or sharing of information that will help establish the facts upon which the decision will ultimately be made.

ARTICLE III - FEES

Section 1 - Association Membership

The District agrees to deduct from the salaries of Association members dues for local, state and national associations as said members individually and voluntarily authorize the District to deduct and the District further agrees to transmit dues collected to the Association at the end of each pay period. Bargaining unit member authorization must be in writing and on record in the office of the Business Manager. The annual payment to the Association will be based on the list of bargaining unit members who have voluntarily authorized dues deductions as of the first day of October of that school year. Payroll deductions will begin with the first pay period in October and continue in equal installments through the last pay period of February.

Section 2 - Agency Fee

- A. Effective July 1, 1982, the Clifton-Fine Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Clifton-Fine Education Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.
- B. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.
- C. The agency shop fee deduction shall be made following the same procedures as are applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

Section 3 - Benefit Trust

- A. The District will deduct from the salaries of those unit members participating in the Trust an amount authorized by said unit members on Benefit Trust forms.
- B. The deductions will commence on the second pay period of the school year and will continue for twenty (20) consecutive pay periods in a school year.

- C. The authorization may be amended or withdrawn at the discretion of the unit member.
- D. The monies deducted will be forwarded by the District to the NYSUT Benefit Trust as deducted.

Section 4 - VOTE/COPE

The District shall deduct from the payroll checks of individual unit members monies for VOTE/COPE. Each member who voluntarily elects to have such deduction shall sign an appropriate authorization card in triplicate. Funds so collected shall be forwarded directly to VOTE/COPE by the District and shall be accompanied by information required by applicable state or federal laws.

Section 5 – Direct Deposit

Direct deposit of the entire or partial paycheck to any bank or credit union will be available to unit members.

ARTICLE IV - TEACHING CONDITIONS

Section 1 - Teaching Hours

- A. Teaching hours shall be as follows: 8:00 A.M. - 3:05 P.M., Monday through Friday. Teachers involved in activity period programs, including educational assistance to students, will be free to leave at 3:45 P.M.
- B. Each teacher shall have a professional period each day exclusive of a duty free lunch period of at least 30 minutes. The professional period may be used for departmental work, conferences, and staff planning connected with the educational process.

Section 2 - Length of Year

The school year shall be defined by the calendar adopted by the Board of Education. This calendar, inclusive of workshops and seminars, shall not exceed 200 days. Workshops and seminars will be developed jointly by the instructional staff and administration.

Section 3 - Meetings

- A. A tentative schedule of regular faculty meetings will be provided to each unit member during the first week of school each year by the administration. The administrator in charge of the meeting will provide each unit member with a written agenda for each meeting no later than the start of school on the day of the meeting.
- B. Emergency, or special, meetings may be called as needed.
- C. All staff members are required to attend unless prior arrangements have been made with the administrator regarding absence or early departure.

Section 4 - Assignment of Duties

- A. The assignment of duties for which there is no provision for additional compensation shall be made, so far as practicable, in accordance with the interests and preferences of the bargaining unit members involved. Should it become necessary to require a bargaining unit member to assume responsibility for an unpaid extra duty or activity, the administrators shall make every effort to distribute such assignments equitably and to discuss the methods for so doing with the Association.
- B. Except in an emergency situation, a teacher shall not be required to use his/her planning periods to substitute for an absent teacher.
- C. If possible, state required meetings will be held during the regular school hours.
- D. In-school suspension room duty will be performed by the staff strictly on a voluntary basis.

Section 5 - Educational Concerns Committee

- A. A teacher(s) who has reasonable cause to believe that his/her teaching effectiveness may be negatively impacted by factors or conditions beyond his/her control, and who, after discussing these concerns with the administration without receiving a resolution satisfactory to the teacher, shall be provided the opportunity to bring those concerns to the attention of the Educational Concerns Committee.
- B. The Committee shall be comprised of the Superintendent, two members of the Board of Education, two teachers selected by the Association, and a

third individual selected by the teacher. (This individual may be another teacher, a parent or citizen of the community, or any other party familiar with the situation giving rise to the teacher's concerns.)

- C. The Committee shall investigate the teacher's concerns, consider any evidence which the teacher shall provide to support those concerns, and may request additional testimony or evidence from other parties.
- D. Following deliberation, the Committee shall report to the full Board of Education. Should the teacher's concerns be sustained in whole or in part, the Committee shall make recommendations or suggestions for resolving the matter.
- E. The Board of Education may accept, reject, or modify the Committee's report and recommendations.
- F. Should the Committee's report and recommendations be rejected, the teacher and each member of the Committee shall be provided the reasons in writing for the Board's action.
- G. A partial list of factors or conditions which might trigger an appeal to the Committee would be:
 - 1) enrollment in a class or classes;
 - 2) student make-up of a class or classes;
 - 3) scheduling of a class or classes;
 - 4) number of teacher preparations;
 - 5) availability of materials or supplies.

Section 6 - Scheduling

Each teacher in grades 7-12 who wishes to meet with administrators and/or guidance personnel regarding the sectioning of classes and individual placement of students shall be offered the opportunity to do so. Every effort will be made by administration and/or guidance to balance students with special needs in academic classes. Such meetings(s) shall be accomplished before the end of the school year and shall occur while the scheduling and placement is being developed. Teachers may choose to meet individually, by grade level or by department.

Section 7 - Notification of Teaching Assignments

Each teacher will be notified of his/her teaching assignment for the upcoming school year no later than the last day of instruction. A teacher who is assigned to teach a new course or a new grade level shall be afforded the opportunity to make a supplemental requisition for supplies and materials appropriate and necessary for the new assignment. In addition, such teacher(s) will be afforded the opportunity for in-service course work to the extent that funds are available through the mini-grant program.

Section 8 - Parent/Teacher Conferences

Elementary parent-teacher conferences will occur over three (3) or four (4) consecutive half-day periods, which may include late afternoons or early evenings to accommodate parents. Such conferences will not extend the teacher's work day and will be scheduled at times when pupils are not in attendance. A committee appointed by the CFEA President will meet annually with the Superintendent or his/her designee to choose which days and times will be utilized for parent-teacher conferences.

Section 9 - Professional Courtesy

Children of unit members living outside of the District may attend Clifton-Fine Central School tuition free provided the request is made no later than August 30 or thirty (30) days after appointment to a bargaining unit position, whichever is later.

**ARTICLE V - EXTRA-CURRICULAR, EXTRA-DUTY
AND COORDINATOR ACTIVITIES**

- A. The salary schedule for extra-curricular, extra-duty, and coordinator activities is shown as an addition to the basic salary schedule in Appendix B. Appointment to these activities will be made annually.
- B. An advisory committee comprised of four elementary and four secondary teachers shall be elected by their respective faculties to advise the administration on new extra-curricular activities. This shall include the suggested description of the activity, allocation of funds, and selection of personnel. The committee will advise the administration on the salary or

other compensation. This salary becomes negotiable at the next negotiation session.

- C. All assignments in Appendix B will be made as soon as practicable. Whenever possible, assignments will be made at least thirty (30) days prior to the beginning of the activity. A listing of the assignments shall be disseminated to the staff. Insofar as practicable, a bargaining unit member shall be limited to one activity and be assigned to no more than two activities per year. If the existence of an activity is in jeopardy for want of an advisor, then a bargaining unit member may be appointed to a third activity. All assignments to extra-curricular and coordinator positions must be approved by the Superintendent before they are presented to the Board for sanction.
- D. In order to assure that each extra-curricular activity receives the full attention of its sponsor/coach, no individual may be assigned to two extra-curricular activities if both activities occur during the same period of time.

ARTICLE VI - GRIEVANCE PROCEDURE

Should any differences arise between the District and the Association in reference to a claim based on an alleged violation of this Agreement, there shall be no suspension of work by the aggrieved party on account of such differences but an earnest effort shall be made to settle them promptly in the following manner.

Step 1: Discussion between the Association and/or bargaining unit member and the supervisor who initiated the action. Every reasonable effort to adjust the grievance shall be made by the supervisor, the bargaining unit member, and/or an Association representative. The grievance shall be presented no later than fifteen (15) days after the date of the occurrence or the date on which the grievant(s) could reasonably have been expected to have known of the occurrence (whichever is later) and the supervisor shall give his/her reply to the grievance within three (3) days of the date of the discussion.

Step 2: Discussion between the aggrieved bargaining unit member and the Superintendent, at which discussion the bargaining unit member's supervisor, an Association representative and appropriate witnesses may be present. Request for such Step 2 hearing shall be made by the aggrieved bargaining unit member or

the Association submitting a written statement of the grievance to the Superintendent no later than ten (10) days from the date of the Step 1 reply. Within ten (10) days of the request, the parties will meet to schedule the Step 2 hearing. Following the Step 2 hearing, the Superintendent shall have five (5) days in which to reply in writing to the grievance.

Step 3: If the grievance remains unsettled, the Association shall have ten (10) days from the date of the Step 2 answer in which to appeal to the Board of Education for a formal hearing. Such appeal shall be in writing and shall set forth the specific reasons for requesting such hearing. The Board shall schedule the hearing for the earliest possible time, at a time mutually agreeable to the Board and the Association. The bargaining unit member shall be present at the hearing, with Association representation, and may examine any evidence offered relative to the grievance and may question witnesses. The Board shall notify the Association of its disposition of the grievance within fifteen (15) days after the date of the hearing. The Board shall not be required to meet more than once during any fifteen (15) day period for the purpose of hearing grievance(s).

Step 4:

- a) If after the appeal to the Board of Education, the bargaining unit member and/or Association are not satisfied with the decision at Step 3, and the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Step 3.
- b) Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the five days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c) The decision of the arbitrator shall be final and binding upon all parties.
- d) The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association.

The parties may mutually agree to waive any step of this procedure.

Failure of the District to respond at any step within the stated time limits shall be construed as a denial of the grievance, and the grievance shall automatically move to the next step.

ARTICLE VII - ADMINISTRATIVE FUNCTIONS

- A. The administration of the affairs of the School District is the exclusive function of the Board of Education through the Superintendent provided, however, that in the exercise of such functions neither the Board nor the Superintendent shall alter any of the provisions of this Agreement. The Board recognizes that there are many subjects which, while they are not negotiable items under the terms of Article 14 of the New York State Civil Service Law, are of interest to the members of the teaching profession. In an effort to promote harmony, to encourage cooperation, and to improve communication, the Board shall instruct its Superintendent to continue the practice of keeping the faculty informed of all policy decisions wherever practicable. The Superintendent shall have the authority to use a representative group of bargaining unit members, as chosen by the Association, for the purposes of announcing, discussing or explaining changes in policy or procedure.
- B. In filling instructional and extra-curricular vacancies, in the promotion or transfer of bargaining unit members, the Superintendent shall announce promptly the existence of such opportunities in order that all interested bargaining unit members might be given equal consideration. All extra-curricular positions (including scorer and timer) will be posted by sport, season and level.

ARTICLE VIII - EVALUATION, PERSONNEL FILE

- A. Evaluation: The Association believes that evaluation should be conducted for the purpose of ascertaining the level of performance and improvement of instruction.

The methods of evaluation are defined by the following procedures mutually developed by and acceptable to the Teachers' Association, the Administration and the governing Board.

To further these purposes, the supervisory personnel responsible for the evaluation of bargaining unit members shall acknowledge the right of the bargaining unit member to:

1. know how well he/she is performing the duties and responsibilities of his/her position;
2. know the areas in which improvement is needed;
3. have specific suggestions to overcome indicated deficiencies;
4. have candid appraisal of his/her work;
5. discuss the evaluation reports with the evaluator;
6. seek and receive supervisory assistance where needed;
7. receive a sample copy of the evaluation criteria sheet when school convenes in September.

B. Procedures for teacher observation and evaluation:

1. Formal classroom observation.
 - a) To be made by an administrator in written form.
 - b) Will cover a complete lesson or class period.
 - c) Teacher must be notified before the observation begins if the observation is to be classified as formal.
 - d) Twenty-four hour prior notice of observation may be requested at any time by a teacher.
 - e) Post-conference.
 - i. No later than three (3) working days after the lesson observation, the lesson will be evaluated and discussed.

2. The number of formal observations and evaluations may vary according to tenure status and growth factor.
 - a) First year bargaining unit members:
 - i. Formal observation - at least three times spaced throughout the school year.
 - b) Other bargaining unit members:
 - i. Once a year if needed or requested.
 - ii. If an unfavorable evaluation follows an observation, there will be a follow-up observation. This procedure shall be followed until the situation is corrected, a decision to terminate the probationary appointment is reached and the teacher is so notified in writing, or disciplinary action commences.
3. Bargaining unit members receiving unsatisfactory ratings:
 - a) Will have extra guidance and conferences in the areas of weakness.
 - b) Shall be expected to fulfill the necessary steps (extra study, conferences, work, etc.) in order to correct the weakness.
 - c) Will have constructive criticism and suggestions for improvement noted at their evaluation.
4. Bargaining unit member's request will be honored for:
 - a) Additional formal or informal observations.
 - b) Formal observations by the Superintendent.

C. Nature of evaluation.

1. Diagnostic.
2. Constructive.

3. Focused upon the assessment of needs and the overcoming of weaknesses.
4. Primary areas of consideration must include:
 - a) Competency in subject area.
 - b) All areas of teaching assignment.
5. Other considerations:
 - a) Level of performance in other assigned areas of responsibilities.

D. Protection of Rights Clause:

1. Written response to evaluation.
 - a) Within five (5) days after the post-evaluation conference the bargaining unit member may add an addendum.
 - b) The addendum must be attached to the evaluation for placement in the file.
2. The supervisor can ask for a conference upon receiving an addendum from the bargaining unit member. Following this conference a joint statement summarizing the points covered and conclusions reached will be filed with the evaluation materials.

E. Job Security: No bargaining unit member will be disciplined or dismissed without just cause.

F. Official bargaining unit member personnel file.

1. The District shall maintain only one official personnel file for each member of the bargaining unit.
2. Bargaining unit members shall have the right to:
 - a) Review and copy the contents of this official file;
 - b) Have a personally selected representative accompany him/her during such a review.

3. No material, excluding references and information obtained in the process of evaluating the bargaining unit member for initial employment, which is derogatory to the bargaining unit member's conduct, service, character, or personality shall be filed unless the bargaining unit member has had an opportunity to examine the material. The bargaining unit member must affix his/her signature on the actual copy to be kept with the understanding that such signature merely signifies that he/she has examined the material. Such signature does not necessarily indicate agreement with the content. An incident must be reduced to writing no later than fifteen (15) school days after the date of the occurrence or the date on which the administration could reasonably have been expected to have known of the occurrence, whichever is later.
4. The bargaining unit member shall have the right to answer any material filed within fifteen (15) school days and such answer shall be attached to the file copy.
5. Material proven to be inaccurate, misleading, inappropriate, not based on facts or unjustified shall be removed from the file.
6. Only material filed in accordance with this Article shall be used in any action taken to reprimand, reduce in rank, discipline, dismiss, or otherwise deprive a bargaining unit member of any professional advantage. The only exception shall be when a single incident has just occurred, and is the sole basis for the action being taken. In such case, the incident shall be reduced to writing and filed within two (2) school days.
7. No material will be forwarded from a bargaining unit member's file without the bargaining unit member's permission.
8. Before the record of any complaint by a parent is placed in the bargaining unit member's personnel file, the bargaining unit member shall be afforded an opportunity to confront the complainant and to reply to the complaint.
9. Only material in the personnel file may be used in any action by the District that could result in any negative consequences for the bargaining unit member. The only exception shall be where the material is relevant and where there is a legitimate reason why such material was not included in the file previously (for example, when

a specific incident has just occurred and it is the basis for the action taken).

G. Alternative Discipline Procedure

1. When the District believes it has cause to pursue a disciplinary action against a tenured teacher, the Superintendent or his/her designee shall so notify the individual teacher and the CFEA President by certified mail that action is being contemplated.

The notification shall detail the nature of the charges, and the penalty or penalties sought. The notification will also inform the teacher of his/her right of representation and will encourage the teacher to contact the CFEA President immediately.

2. If the teacher notifies the Superintendent in writing within seven (7) school days of the receipt of the notification, a meeting will be scheduled at a mutually agreeable time within seven (7) school days of the Superintendent's receipt of the response of the teacher between the teacher, CFEA representative(s) and District representative(s). At this time the charges and penalty sought will be discussed.

The District will provide the teacher with full details and all particulars known to the District at this meeting.

At the meeting the teacher will be offered three (3) choices and will notify the Superintendent in writing of his/her choice within seven (7) school days of the meeting. The choices the teacher will have are:

- a) accept the penalty sought, or a modification thereof, in which case the penalty will be imposed and a record placed in the teacher's personnel file, at which point the matter will be considered resolved; or
- b) require the District to institute proceedings under New York State Education Law 3020-a; or
- c) if the penalty sought is limited to either an official letter of reprimand, a suspension without pay for five days, or a fine not to exceed five hundred dollars, the parties will follow the arbitration procedure contained in Section 3 below.

3. In the event that the teacher chooses to proceed to arbitration, the following procedure will be followed:
 - a) The American Arbitration Association (AAA) will be notified by the District's representative of the implementation of this procedure.
 - b) AAA will be asked to provide the names of seven (7) arbitrators who are qualified under Section 3020-a.
 - c) Representatives of the teacher and the District will select one name from that list to serve and AAA will be so notified. The appointment process will be subject to AAA rules.
 - d) The parties agree to submit to the arbitrator only the issue in question, and shall charge the arbitrator with the responsibility for reaching a determination solely on the basis of the charges presented.
 - e) The arbitrator shall apply the identical criteria as would be applied by a tenure panel in a 3020-a proceeding. The District must prove by a preponderance of evidence either insubordination, immoral conduct, neglect of duty or conduct unbecoming a teacher.
 - f) If the charges are substantiated, the penalty sought by the District will be imposed and the award will become a part of the teacher's personnel file.
 - g) If the charges are not substantiated, no reference to event(s) giving rise to the hearing or to the hearing itself will appear in the teacher's personnel file and any material in such file will be destroyed.
 - h) All cost of the arbitration, including AAA administrative fees and the arbitrator's fees, travel, meals, lodging and other expenses will be paid by the District.
4. Any action taken by the District under option c must be undertaken within fifteen (15) calendar days of the time of the occurrence or of the time the existence of the occurrence became, or should have become, known.

ARTICLE IX - HEALTH AND SAFETY

- A. The District will pay 100% of the individual and dependent premium cost for active and retired unit members to participate in the St. Lawrence-Lewis Counties School District Employees Medical Plan.

- B.
 - 1. Active unit members also shall have:
 - a) AETna Dental Insurance (Family Plan);
 - b) Prudential Employee Term Life Insurance - \$10,000 coverage;
 - c) Prudential A.D. and D. Insurance - \$10,000 coverage.

 - 2. Retired unit members after January 1975 also will receive:
 - a) AETna Dental Insurance (Family Plan).

 - 3. A retired unit member is one who satisfies the requirements of the New York State Teachers' Retirement System for a retirement allowance based on years of service and age or a disability retirement regardless of age.

- C. Dental Insurance - effective July 1, 1977:
 - 1. Percentage under major service up from 50% to 80%;
 - 2. To change schedule to reasonable and customary for basic services;
 - 3. Cover dentures and bridgework replacing - prior extractions;
 - 4. Cover appliances for splinting;
 - 5. Cover full mouth X-ray without 3-year limit.

- D. The District shall establish a flexible-spending plan pursuant to IRS §125 regulations. The administrative costs of the program will be borne by the District.

ARTICLE X - SALARIES

Section 1 - Staff Salaries

- A. The basic salary schedule shall be that set forth in Appendix A of this Agreement.
- B. No teacher appointed to a position will move beyond Step 5, BS<30, without permanent certification unless statute or certification procedures of the New York State Education Department extend the certification time period beyond five (5) years. All other advancements on the schedule will be based on recognized total experience.
- C. Experienced teachers entering the District for the first time may be hired on a step commensurate with teaching or other related experience. Teachers who previously taught in the District, and who return, will be placed on the next step from which they left.
- D. One year's credit for purposes of salary advancement will be granted to a unit member who has been on payroll for at least half of the previous school year.

Section 2 - Credit Hour Reimbursement

- A. All courses including in-service courses, submitted by a bargaining unit member to the Superintendent for approval as incremental salary units shall be submitted fourteen (14) days prior to a regularly scheduled Board of Education meeting and shall be accompanied by a statement in which the bargaining unit member indicates the relationship of such courses to a coordinated and continuing education objective.

Action with regard to approval or disapproval of courses shall be acknowledged within a reasonable time subsequent to the next regularly scheduled meeting of the Board of Education.

- B. All courses to be considered for salary increments must meet the following criteria:
 - 1. Be approved in advance by the Superintendent on a form to be supplied.
 - 2. Be graduate level unless otherwise accepted by the Superintendent.

3. Bargaining unit members who are pursuing a disciplined course of study leading to master's degree in a field of education need not get prior approval of courses to be taken.
 4. An official grade slip must be supplied as proof of satisfactory completion of the course. Horizontal movement on the schedule and salary adjustment shall be contingent upon receipt of an official transcript or grade card demonstrating that the bargaining unit member met the minimum passing requirement of the course as prescribed by the institution he or she attended.
- C. In-service courses and workshops must be evaluated individually. The bargaining unit member can petition the Superintendent for approval. Upon the Superintendent's recommendation, the Board of Education will award one (1) credit for fifteen (15) hours of approved in-service.
- D. Salary increments will be granted for each five hours of approved credit at the rate indicated by the salary schedule.
- E. The deadlines for filing for an advance in the salary schedule shall be five (5) days prior to the October Board of Education meeting and five (5) days prior to the March Board of Education meeting. Salary increments for advanced study will be made at these times only.
- F. Courses taken subsequent to July 1, 1988 shall receive salary schedule credit if:
1. They are toward certification or within a certificate oriented framework;
 2. They are toward a degree program;
 3. They will benefit the bargaining unit member in his/her area of teaching or in a related area.
- G. The Superintendent may disapprove a course if it is clearly outside the above criteria.

Section 3 - Additional Extra-Scholastic Salaries

Any member of the unit working in addition to the contractually established school year shall be reimbursed at a rate no less than 1/200th of his/her yearly salary according to the current agreement.

Section 4 - Extra-Curricular, Extra-Duty and Coordinator Salary Provisions

The salary schedule for extra-curricular, extra-duty and coordinator activities is shown as an addition to the basic salary schedule in Appendix B. Salary is to be paid at the conclusion of the activity.

Section 5 – Retirement Benefit, Employer Non-Elective 403(b) Contribution

Upon retirement, a unit member's 403(b) account will receive an Employer Non-elective Contribution in the amount of \$10,000, if the following requirements are met:

1. The effective date of retirement must be within the first fiscal year of retirement eligibility, according to guidelines set by the New York State Teachers Retirement System or by Social Security Disability Retirement.
2. The retiree shall have completed at least ten (10) years of full-time service in the Clifton-Fine Central School District by the effective date of retirement.
3. The retiree must notify the Superintendent in writing of the intent to retire at least sixty (60) calendar days prior to the effective date of retirement.
4. If the retirement is a disability retirement, the minimum age restriction of fifty-five (55) shall not apply and stated advance notice shall be waived for a disability retirement or a state retirement incentive provided that all other conditions are met.
5. The Employer Non-elective Contribution shall be contributed in June of the final year according to the following conditions.

No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made

on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution limits, the excess amount shall be handled by the Employer as follows:

For all members, the Employer shall first make an Employer Non-elective Contribution up to the Contribution limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution limit of the *Internal Revenue Code*.

403(b) Accounts Employer Non-elective Contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life Insurance and Annuity Company, in the name of the employee. If ING is no longer accepting employer non-elective contributions per this agreement, the Employer and the Association shall agree upon an alternative 403(b) provider to receive such contributions.

Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

This contract provision shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.

This contract provision shall further be subject to the approval of the 403(b) Provider, which shall review the contract provision solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's includible compensation.

Section 6

A high school teacher who is being excessed will not displace a teacher having less seniority in another certification area, unless the teacher to be excessed possesses provisional or permanent certification in the new area by the final day of the school year as recorded in the school attendance register. In this event, the teacher must notify the Superintendent in writing by the beginning of the final day as recorded in the school attendance register.

ARTICLE XI - NEGOTIATING PROCEDURE

- A. When, under the provisions of Article XIV of the Agreement, a party to the Agreement exercises the right to renegotiate all or a portion thereof, the following procedures shall be applicable:
1. An initial negotiating meeting shall be arranged at which both parties shall present in writing all issues it proposes for discussion. Before adjournment of this initial meeting, all issues to be considered for negotiation will be listed. Five days or more from the date of receipt of this response a second meeting shall be arranged at a time and place mutually acceptable to the parties. At this second meeting, negotiations shall begin. All necessary subsequent meetings shall be called at times and locations mutually satisfactory to the parties.
 2. The District may select its representatives and the Association its representatives to serve as negotiating teams. Either party may employ consultants throughout the negotiating process, it being understood that the cost thereof will be borne by the party retaining the consultants.
- B. At the negotiating meetings, the designated representatives of the Board and the Association shall engage in a free exchange of facts, opinions, proposals, and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other,

furnishing each other with pertinent information prior to negotiations wherever practicable.

- C. Should a proposed agreement be reached by the negotiating teams, such agreement shall be prepared as a tentative draft and submitted to the Board of Education and to the Association.

Within five days following ratification by both parties, the Clifton-Fine Teachers Association President and the Superintendent (or their designees) shall affix their signatures to the Agreement. The Board shall be responsible for the preparation and printing of the Agreement. The distribution shall take place within five (5) weeks after the signing.

ARTICLE XII - DISTANCE LEARNING

The Association and the District will participate in a Distance Learning program under the guidelines set forth in Appendix D.

ARTICLE XIII - CREDIT UNION

The District shall make available payroll deductions for a credit union for any member of the bargaining unit should the Association become a party to a credit union.

ARTICLE XIV - TERMINATION DATE AND PROCESS

- A. This Agreement shall remain in force and effect until the last day of June, 2005, and thereafter from year to year unless terminated or modified as herein provided.
- B. In the event either of the parties hereto desires to terminate or modify this Agreement, such party shall so notify the other party hereto in writing, but it must be done by February 1st, 2005, whereupon the proposed

modifications shall become the subject of immediate negotiations as provided under Article XI of this Agreement.

- C. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.
- D. This Agreement shall constitute the full and complete commitment between both parties, and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to the Agreement.

WITNESS the due execution hereof,

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Susan O. Stone
Clifton-Fine Education Association

Vernice M. Church
Clifton-Fine Central School District

Date: December 9, 2003

Date: 12-9-03

APPENDIX A - SALARY SCHEDULES

2003-04

| STEP | B<30 | B+30 | B+35 | B+40 | B+45 | B+50 | B+55 | B+60 |
|------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1 | 32,650. | 33,165. | 33,680. | 34,195. | 34,710. | 35,225. | 35,740. | 36,255. |
| 2 | 33,052. | 34,410. | 34,941. | 35,474. | 36,004. | 36,534. | 37,064. | 37,594. |
| 3 | 33,505. | 34,863. | 35,394. | 35,926. | 36,456. | 36,986. | 37,516. | 38,046. |
| 4 | 33,958. | 35,317. | 35,847. | 36,379. | 36,908. | 37,438. | 37,968. | 38,498. |
| 5 | 34,412. | 35,769. | 36,301. | 36,830. | 37,360. | 37,890. | 38,420. | 38,949. |
| 6 | | 36,224. | 36,753. | 37,283. | 37,812. | 38,343. | 38,872. | 39,403. |
| 7 | | 36,676. | 37,206. | 37,736. | 38,267. | 38,795. | 39,325. | 39,855. |
| 8 | | 37,128. | 37,659. | 38,188. | 38,719. | 39,249. | 39,779. | 40,308. |
| 9 | | 37,583. | 38,112. | 38,641. | 39,171. | 39,701. | 40,232. | 40,761. |
| 10 | | 38,035. | 38,565. | 39,095. | 39,625. | 40,156. | 40,684. | 41,216. |
| 11 | | 38,488. | 39,017. | 39,547. | 40,076. | 40,607. | 41,137. | 41,668. |
| 12 | | 38,940. | 39,471. | 40,000. | 40,531. | 41,060. | 41,590. | 42,120. |
| 13 | | 39,393. | 39,923. | 40,453. | 40,983. | 41,514. | 42,044. | 42,573. |
| 14 | | 39,848. | 40,378. | 40,906. | 41,437. | 41,967. | 42,498. | 43,027. |
| 15 | | 40,301. | 40,830. | 41,361. | 41,890. | 42,421. | 42,950. | 43,480. |

Over Step 15: 2002-03 salary times 1.03

Salary Schedule Key:

Value of Credit Hours - \$515 in blocks of 5 hours (Step 1 + Over Step 15)

Value of Masters Degree - \$279 for all degrees, regardless of when earned.

Teachers who enter the District with graduate hours fewer than 30 will be paid on schedule \$154 for blocks of 5 hours for approved and successfully completed (2.0+) graduate hours which are leading to a masters degree.

Teachers who are employed by the District on Steps 1-5 who successfully complete approved graduate hours leading to a masters degree will be compensated at the SUNY tuition rate - direct payment, not on schedule.

Teachers will be paid for a maximum of 60 graduate hours beyond BA/BS. Teachers who were paid for more than 60 graduate hours prior to July 1, 1994 will continue to be paid for such hours.

APPENDIX A - SALARY SCHEDULES

2004-05

| STEP | B<30 | B+30 | B+35 | B+40 | B+45 | B+50 | B+55 | B+60 |
|------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1 | 33,200. | 33,715. | 34,230. | 34,745. | 35,260. | 35,775. | 36,290. | 36,805. |
| 2 | 33,630. | 34,160. | 34,690. | 35,221. | 35,751. | 36,282. | 36,812. | 37,343. |
| 3 | 34,043. | 35,443. | 35,989. | 36,538. | 37,084. | 37,630. | 38,175. | 38,722. |
| 4 | 34,510. | 35,909. | 36,456. | 37,004. | 37,549. | 38,096. | 38,641. | 39,188. |
| 5 | 34,977. | 36,376. | 36,923. | 37,470. | 38,015. | 38,562. | 39,107. | 39,653. |
| 6 | | 36,842. | 37,390. | 37,935. | 38,481. | 39,026. | 39,573. | 40,118. |
| 7 | | 37,311. | 37,856. | 38,401. | 38,947. | 39,493. | 40,038. | 40,585. |
| 8 | | 37,777. | 38,322. | 38,868. | 39,415. | 39,959. | 40,505. | 41,050. |
| 9 | | 38,242. | 38,789. | 39,334. | 39,880. | 40,427. | 40,972. | 41,517. |
| 10 | | 38,710. | 39,255. | 39,801. | 40,346. | 40,892. | 41,439. | 41,984. |
| 11 | | 39,176. | 39,722. | 40,268. | 40,814. | 41,360. | 41,904. | 42,453. |
| 12 | | 39,643. | 40,188. | 40,733. | 41,279. | 41,825. | 42,371. | 42,918. |
| 13 | | 40,108. | 40,655. | 41,200. | 41,746. | 42,292. | 42,838. | 43,383. |
| 14 | | 40,575. | 41,120. | 41,667. | 42,212. | 42,760. | 43,305. | 43,850. |
| 15 | | 41,043. | 41,589. | 42,134. | 42,680. | 43,226. | 43,773. | 44,318. |

Over Step 15: 2003-2004 salary times 1.03

Salary Schedule Key:

Value of Credit Hours - \$515 in blocks of 5 hours (Step 1 and Over Step 15)

Value of Masters Degree - \$288 for all degrees, regardless of when earned.

Teachers who enter the District with graduate hours fewer than 30 will be paid on schedule \$154 for blocks of 5 hours for approved and successfully completed (2.0+) graduate hours which are leading to a masters degree.

Teachers who are employed by the District on Steps 1-5 who successfully complete approved graduate hours leading to a masters degree will be compensated at the SUNY tuition rate - direct payment, not on schedule.

Teachers will be paid for a maximum of 60 graduate hours beyond BA/BS. Teachers who were paid for more than 60 graduate hours prior to July 1, 1994 will continue to be paid for such hours.

APPENDIX A - SALARY SCHEDULES

NURSES

2003-05

| | 2003-04 | 2004-05 |
|--------------------------------------|---------|---------|
| Annual Rate (7hours/day x 180 days) | 30,871. | 31,797. |
| Hourly Summer Rate (up to 140 hours) | 22.15 | 22.81 |

APPENDIX B - EXTRA CURRICULAR

| Length of Activity | Year | Junior High Coaches | Modified, Junior Varsity or Assistant | Varsity or Head |
|--------------------|------|---------------------|---------------------------------------|-----------------|
| 2 months | 1 | 500. | 1,000. | 1,480. |
| | 2 | 520. | 1,030. | 1,550. |
| | 3 | 540. | 1,070. | 1,600. |
| | 4 | 560. | 1,110. | 1,670. |
| | 5 | 580. | 1,160. | 1,730. |
| | 6 | 600. | 1,200. | 1,800. |
| 3 months | 1 | 660. | 1,160. | 1,650. |
| | 2 | 690. | 1,200. | 1,720. |
| | 3 | 710. | 1,250. | 1,780. |
| | 4 | 750. | 1,300. | 1,860. |
| | 5 | 770. | 1,350. | 1,920. |
| | 6 | 800. | 1,400. | 2,000. |
| 5 months | 1 | 910. | 1,410. | 1,900. |
| | 2 | 940. | 1,460. | 1,970. |
| | 3 | 980. | 1,510. | 2,050. |
| | 4 | 1,020. | 1,570. | 2,130. |
| | 5 | 1,060. | 1,640. | 2,210. |
| | 6 | 1,100. | 1,700. | 2,300. |

1. Salary for each activity will be based upon the length of the activity and the title of the activity as above. The step used shall be the year coinciding with the number of years coaching service in the particular sport. Each successive step after the 6th year will realize a \$100.00 increase, up to a maximum of twenty years.
2. A person who has coached a sport will be given full credit for all years of experience in that sport if that person coaches a lower level of that sport. A person who has coached a lower level team will be given one year of varsity credit for each three years of previous lower level experience in that sport should that person be assigned the varsity coaching position in that sport.
3. A coach changing sports will be given service credit for any previous years (if any) of coaching the new sport. As the length of any season for any particular activity changes, the remuneration will change accordingly.

The following coaching activities currently exist and shall be paid according to the above schedule:

| 3 Month | 5 Month |
|--|--|
| Soccer – Modified & Varsity Boys & Girls | Basketball – Varsity Boys & Girls |
| Baseball – Modified & Varsity | Basketball – JV, Jr. High Boys & Girls |
| Softball – Modified & Varsity | Hockey – Varsity |
| Golf – Varsity | Wrestling – Varsity |
| Track – Varsity Girls | Wrestling – Jr. High |

| Activity | Year | Amount |
|---|------|--------|
| Varsity Cheerleading | 1 | 930. |
| JV Cheerleading | 2 | 960. |
| Senior Advisor | 3 | 1,000. |
| Language Club Advisor | 4 | 1,030. |
| | 5 | 1,070. |
| | 6 | 1,100. |
| Student Council | 1 | 400. |
| Jazz Club | 2 | 430. |
| Vocal Music – (Interscholastic) | 3 | 470. |
| Instrumental Music (Interscholastic) | 4 | 500. |
| National Honor Society | 5 | 540. |
| | 6 | 600. |
| Yearbook Editor | 1 | 570. |
| Photographer | 2 | 610. |
| | 3 | 640. |
| | 4 | 680. |
| | 5 | 710. |
| | 6 | 800. |
| School Paper (Editor) | 1 | 380. |
| School Paper (Production) | 2 | 400. |
| | 3 | 410. |
| | 4 | 430. |
| | 5 | 450. |
| | 6 | 500. |

| Activity | Year | Amount |
|----------------------|------|--------|
| Senior Play Director | 1 | 910. |
| Musical Director | 2 | 930. |
| | 3 | 940. |
| | 4 | 960. |
| | 5 | 980. |
| | 6 | 1,000. |

Asst. Senior Play Director (no steps): Per play - 200.

Asst. Musical Director: 200.

Middle School Student Council Advisor: 400.

AIDS Peer Leader Advisor: 1000.

Chaperone - Bus trips: 12.00 per hour

Ticket Taker/Seller: 12.00 per hour

School Class/Grade Sponsored Activity: 12.00 per hour

Timer: 16.00 per game

Scorer: 16.00 per game

| | | |
|-------------------------|----|------|
| Coordinators - Athletic | 1 | 2000 |
| | 2 | 2050 |
| | 3 | 2100 |
| | 4 | 2150 |
| | 5 | 2200 |
| | 6 | 2250 |
| | 7 | 2300 |
| | 8 | 2350 |
| | 9 | 2400 |
| | 10 | 2450 |
| | 11 | 2500 |
| | 12 | 2550 |
| | 13 | 2600 |
| | 14 | 2650 |
| | 15 | 2700 |
| | 16 | 2750 |
| | 17 | 2800 |
| | 18 | 2850 |
| | 19 | 2900 |
| | 20 | 2950 |

APPENDIX C - DETAILS OF LEAVE PROCEDURE

Section 1 - Personal Leave

- A. Each full-time bargaining unit member shall be entitled to three (3) days personal leave per school year at full pay and need not specify the nature of the use of personal leave. Notification of such absence shall be made to the Superintendent at least twenty-four (24) hours in advance, although in cases of emergency, the Superintendent may waive such notice. Any unused personal days shall accrue as additional sick days.
- B. Except in extenuating circumstances where it would place an undue burden on the District, at least three (3) bargaining unit members shall be allowed personal leave on the same day if they request it and fulfill the rest of the criteria in this appendix.
- C. Personal leave shall not be used to extend any vacation or holiday period or be used for recreational purposes. If a personal day is requested immediately before or after any vacation or holiday, a legitimate reason must be given to the Superintendent of Schools.

Section 2 - Bereavement Leave

- A. All employees shall be entitled to four (4) consecutive days absence from work with pay commencing within twenty-four hours of the day of death not chargeable to sick leave for a death in the family, i.e., spouse, parent, grandparent, child, grandchild, brother, sister, mother-in-law, father-in-law, daughter or son-in-law, brother or sister-in-law, stepparent, stepbrother or stepsister. The granting of this leave for anyone not in the categories above shall be up to the sole discretion of the Superintendent. The employee shall be entitled to such leave for each occurrence. Additional days may be granted at the discretion of the Superintendent.
- B. The Board may request an employee to submit proof of death for the purpose of payment under this provision.

Section 3 - Court Leave

Employees who are subpoenaed by a court to serve as jury members, witnesses, or as principals shall be granted leave. When called as a jury member or as a witness, the District will pay the bargaining unit member his/her full

salary for each day. The bargaining unit member will reimburse the District the per diem jury duty payment. When a bargaining unit member is a principal in any action in court or administrative proceeding he/she may use personal leave. When a bargaining unit member is a defendant in a criminal matter, the District will pay the bargaining unit member full compensation if he/she is absolved of guilt.

Section 4 - Military Leave

Military leave will be granted as required by law.

Section 5 - Professional Leave

A. Visitation

One (1) day non-cumulative leave with full pay may be granted for purposes of visiting classrooms, schools or colleges. Expenses incurred for travel and meals shall be reimbursed by the District. A report may be requested by the District within two weeks after the visitation day and before the disbursement of any funds for expenses.

B. Conferences

1. Attendance at professional conferences shall not exceed five (5) days.
2. Each request for professional leave shall be made in writing to the Superintendent at least two (2) calendar months prior to the leave day. The request shall outline the reason for the leave day and the dates of expected absence. Should unusual conditions exist, the Superintendent may waive any or all of the preceding requirements.
3. Professional leave days may be granted on the basis of service in the School District so that the bargaining unit member with greater service shall have preference.
4. A report may be requested by the Superintendent within two weeks of any professional leave day and before the disbursement of any funds for expenses.
5. A bargaining unit member who is approved for conference shall be limited to reimbursement for only one conference per school year, with such reimbursement to apply to transportation at the Board-

approved Internal Revenue Service reimbursement rate, parking costs, registration fee, food not to exceed \$50 per day, except in the case of official luncheons or banquets, and lodging at the conference rate. The District reserves the right to send participants in a school vehicle or to set reasonable limits on the number of private vehicles for which expenses will be reimbursed. For planning purposes, \$500 per conference should be included in the budget. Approved conferences may exceed the planned budget amounts.

C. Association Leave

Fifteen (15) C.F.E.A. Association Days will be allotted at the discretion of the Superintendent after consultation with the Association President. This leave will be granted except in extenuating circumstances where it would place an undue burden on the District. Notification must be given to the Superintendent one day in advance or sooner if possible. The Association will absorb the full cost for the fifteen days, including cost of the substitute, transportation, etc.

Section 6 - Leave Without Pay

- A. Upon request from a bargaining unit member, the District may grant leave without pay. Only full-time bargaining unit members shall be eligible and their tenure status will be unchanged by the leave, neither being cancelled or increased, if the leave does not exceed one (1) school year. Longer periods of leave may be granted upon mutual agreement.
- B. Retirement benefits, health insurance, and similar fringe benefits will not be paid by the School District during a leave without pay, although the bargaining unit member may elect to continue coverage at his/her own expense.
- C. Application must be made to the Superintendent one (1) term prior to the start of the leave. Appropriate reasons for granting leave without pay include, but are not confined to, voluntary military service, exchange teaching, holding elected office, Peace Corps or governmental service, and professional study.
- D. Shorter periods of absence without pay may be arranged upon request of the bargaining unit member to the Superintendent. If such requests are approved by the Board of Education, the daily amount to be deducted from the bargaining unit member's salary shall be one two hundredth (1/200th) of the bargaining unit member's annual salary for each school day in the

period of absence. Item B of this Section (retirement benefits, etc.) does not apply if the absence is less than one (1) school term.

Section 7 - Compensable Injury Leave

In the event that a bargaining unit member is injured while on duty and becomes eligible for Workers' Compensation, the School District will pay such bargaining unit member the difference between his/her regular salary and compensation benefits for a period of two months. During this period of salary continuance, no days shall be deducted from the bargaining unit member's accumulated sick leave. Upon expiration of this period, the bargaining unit member may elect to apply his/her accumulated sick leave to provide the difference between his/her regular salary and compensation benefits until the sick leave benefit is exhausted.

Section 8 - Parental Leave

- A. Upon request, a unit member shall be granted a child rearing leave for up to one year at the time of the birth or adoption of a child. A longer period of leave may be granted upon mutual agreement. Leaves under this section are without pay or benefits, except as required by law.
- B. Upon return to the District, the bargaining unit member shall be assigned to the same professional duty which he/she held at the time the leave commenced or to a substantially equivalent position.
- C. The period of such leave shall not be considered part of the teacher's probationary period and no benefits shall accrue during such leave. Upon return, the bargaining unit member shall be granted all professional advantages and status which he/she had at the time leave commenced, except that a bargaining unit member having been on the payroll for at least half of the school year in which the leave commenced shall be placed on the next higher level of salary.

Section 9 - Sick Leave

- A. Twelve (12) days sick leave at full pay shall be allowed each full-time bargaining unit member for each school year and any unused balance will become cumulative to one hundred ninety (190) days.
- B. A doctor's certificate may be required by the District in order to verify personal illness if leave exceeds five (5) days.

- C. Bargaining unit members may, for reasons of illness within their immediate family requiring the direct personal attention and attendance of the bargaining unit member, request that up to thirty (30) days be deducted from their sick leave credits. In the case of serious illness, additional days may be granted at the discretion of the Superintendent of Schools. These extra days will also be deducted from accumulated sick leave.
- D. In the event a bargaining unit member has been subject to unnecessary hardship as a result of illness, accident, etc., the Board shall exercise the following policy:

A sick leave pool will be available for bargaining unit members under the following conditions:

1. The bargaining unit member must voluntarily agree to enter the pool and donate three days sick leave to the pool.
2. The bargaining unit member may use the pool if:
 - a) Illness or disability has resulted in long term continuous absence;
 - b) His or her sick leave is exhausted;
 - c) A waiting period of four (4) days for each year of service in Clifton-Fine Central School up to a maximum of forty (40) days has elapsed.
3.
 - a) The Sick Leave Pool Review Board shall be composed of two members of the Association, a member of the Board of Education, an administrator, and a mutually agreed upon fifth party. This Board shall be responsible for the development of appropriate application forms and procedures to be followed. It may require a doctor's certificate or the personal presence of the bargaining unit member (where possible) in its evaluation of a request for usage of the pool.
 - b) Members of the Sick Leave Pool Review Board will be appointed annually to serve from September 15 of one year to September 14 of the following year.

- c) The Review Board for the sick leave pool will determine criteria and approve usage of days from the pool.
4. If a bargaining unit member utilizes the pool, any further usage of the pool shall entail a waiting period which treats years of service as if they had begun with the last usage of the pool rather than the actual years of service in the District.
 5. Days donated to the pool remain in the pool if the bargaining unit member decides not to remain in the pool or resigns or retires from the system.
 6. When the balance in the pool falls below ninety (90) days, each member of the pool will have one day of sick leave transferred from his/her sick leave balance to the pool. The School District will add ½ day for each day contributed by the members.
 7. Newly hired bargaining unit members shall have until thirty (30) calendar days following their reporting for duty to join the pool. Any bargaining unit member not electing to join the pool at his/her first opportunity may do so within thirty (30) calendar days of their reporting for duty of any subsequent year. However, the number of days sick leave required as an initial donation shall be three (3) days plus any additional days donated by bargaining unit members during the period the bargaining unit member has elected to be a non-member.
 8. A bargaining unit member who is not a member of the pool may not draw benefits from the pool.
 9. A bargaining unit member who elects not to join the pool and becomes ill must have recovered from the illness and returned to duty. He/she may then join the pool the following September.
 10. Under normal circumstances the maximum number of days which an individual may draw from the pool as the result of one illness or disability shall be ninety (90) days. However, under extenuating circumstances upon the recommendation of the Sick Leave Pool Review Board and the approval of the Board of Education, the bargaining unit member may continue to draw such benefits from the pool beyond this ninety day limit as is deemed appropriate.
 11. The sick leave pool is not to be used for illness in the family.

- E. A unit member who resigns or retires after at least ten (10) years of full-time service with the District and who has accumulated at least one hundred (100) sick days will, as a deposit to their 403(b) account and under the same regulations as stated in Article X, Section 5, receive an Employer Non-Elective Contribution for accrued sick days as follows:
1. \$25.00 contribution for each sick day up to a maximum of 190 days.
 2. \$12.50 contribution for each sick day in excess of 190 days.
 3. In the event a unit member, with a minimum of ten (10) years service in the District, dies before retirement from the District, his/her estate will be paid for the unused, accumulated sick leave days according to this schedule.

Section 10 - Sabbatical Leave

- A. Under normal circumstances, sabbatical leave may be granted to one bargaining unit member for a full year at half pay. In special cases, additional applications may be considered for leave.
- B. Sabbatical leave shall be granted to tenured teachers with seven (7) or more years of local service. No bargaining unit member may be granted a sabbatical leave more than once in any seven year period.
- C. If subsequent to the granting of a sabbatical leave and prior to such leave taking effect, a statute, regulation or moratorium is enacted which prohibits or limits sabbatical leave, such leave shall be cancelled.
- D. Application for sabbatical leave shall be submitted in writing prior to December 1st to a selection committee composed of the Superintendent, the Elementary Principal, the High School Principal, and three (3) members of the Board of Education. The application must contain a detailed outline of the program of educational, travel, teaching, or employment experiences that are to be undertaken during the sabbatical leave, and a statement showing specifically how this program will improve instruction at the Clifton-Fine Central School. In teaching or employment experience for which a bargaining unit member is compensated, the School District will pay only the difference between this compensation and full salary, an amount not to exceed half pay.
- E. When more applications are received than there are available openings, the selection committee will award sabbatical leaves on the basis of its

evaluation of the applications. When, in the opinion of the committee, the applications are of equal merit, equal benefit to the District and equal benefit to the individuals, the decision will be made on the basis of length of local service and the equal distribution of sabbatical leaves among the elementary, secondary, and special personnel.

- F. One-half of the salary paid during the period of sabbatical leave shall be considered as a loan to the bargaining unit member. This loan shall be considered as paid in full upon the completion of one year of service following the leave. Termination of employment prior to the end of one year of service after the completion of the leave shall cause the full value of the loan to fall due immediately. The death of the bargaining unit member during that year will automatically cancel the loan.
- G. Sabbatical leave shall be counted as one year of service for purposes of placement on the salary schedule, seniority, and retirement. Contributions to health insurance, retirement, and other fringe benefits shall continue without interruption during the leave period.
- H. The selection committee shall make its awards known to the staff no later than the last day of December in the school year preceding the year of leave. Applications may be conditional upon the granting of fellowship, acceptance in a school, confirmation of travel plans, or other sufficient reason. An oral or written report to the District may be required following the year of leave.

Section 11 - Use of Sick or Personal Days When Resigning

- A. If a bargaining unit member resigns or retires, with the resignation or retirement effective during the school year, that bargaining unit member will be entitled to a prorated number of days of personal and sick leave. The number of personal days available prior to leaving employment shall be one day for every sixty (60) school days worked. The number of sick days available shall be one day for every fifteen (15) school days worked, in addition to any accumulated sick leave days.
- B. If the bargaining unit member has already used more than the number of days to which that bargaining unit member would be entitled, the extra days will be forgiven and no repayment to the District will be required. However, no additional days may be taken.
- C. Within ten (10) days of the announcement of the resignation or retirement, the Superintendent, the Association President, and the

bargaining unit member involved will meet to ascertain the number of days available in accordance with Part A of this Section.

APPENDIX D - DISTANCE LEARNING

The District and the Association agree to work together to make Distance Learning an integral part of the District's educational opportunities. It is, therefore, agreed that the Association and the District will participate in a Distance Learning Program under the following conditions:

- A. Teacher participation is strictly voluntary.
- B. The parties acknowledge and confirm that teacher participation in the Distance Learning Program shall not be used by the District to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the District.
- C. No current teacher in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the District sending/receiving courses in that tenure area through a Distance Learning Program.
- D. The parties agree that training for teacher participants will be provided. The costs(s) of appropriate training shall be established and borne by the District. If training occurs outside the normal work day/year, the District agrees to pay an hourly rate based on 1/200 of the teacher's salary. At the teacher's discretion the training time may be applied toward cumulative in-service credit hours.
- E. The Superintendent and Association President agree to co-chair a Distance Learning Governance Committee to oversee the Clifton-Fine Central School's participation in the Distance Learning Program. This Committee shall review and recommend host and receiving courses and address District problems with the Program as they arise. This Committee shall consist of the Superintendent of Schools, the Association President, the Board of Education President or his/her designee, the Junior-Senior High School Principal, Guidance Counselor, one active Distance Learning teacher and two classroom teachers selected annually by the Clifton-Fine Education Association. In addition, this Governance Committee will annually appoint to its membership a student and a parent. Any District liaison(s) selected to the Distance Learning Instructional Planning Committee shall also serve on the District's Governance Committee.

Transmitting from host school

- F. Any program delivered from the Clifton-Fine School District, for the purpose of educating children, shall be taught by a bargaining unit or a St. Lawrence-Lewis BOCES employee. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of live transmissions will be solely for the purpose of a student review and/or makeup.
- G. The time of the transmission will be determined by the District, within the normal confines (starting and ending time) of the daily schedule of classes. If the transmission schedule conflicts with these times, either the teacher's daily schedule will be adjusted to reflect compensatory time or the teacher will receive pay at the rate of 1/200 of his/her salary (prorated).
- H. The classroom teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimum and appropriate training will be provided.
- I. The number of students in a class, including those at receiving sites, shall not exceed that which is traditional in the host district for teachers in the particular discipline being offered.
- J. All grading of schoolwork and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the host school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, as he/she turns in grades in the host district.
- K. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that he/she is available to host school students and parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as host school parents, and the host teachers will not be expected or required to attend the receiving schools' Open House.) The teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.

- L. In the event of the transmitting teacher's absence, the host district shall provide a trained substitute when it elects to transmit.
- M. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement. Any written complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher. Any verbal complaint with respect to the host teacher's performance upon which the district takes action will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.
- N. Any audio-visual tapes of the classes are the property of the host district and the district may make such tapes available for the teacher's personal, professional, non-commercial use.
- O. The calendar of the host district shall be used for each course being taught. The only exceptions to this are listed in G, above. No teacher in the host school will be expected or required to transmit when an emergency day has been declared in the host district.
- P. Textbooks for Distance Learning courses that are transmitted from Clifton-Fine Central School shall be determined by the District in conformity with its normal practice.
- Q. The parties recognize the preparatory time commitment required for Distance Learning and agree that any teacher who volunteers to teach a Distance Learning class shall not have an administrative assignment during the length of the course.

Receiving

- R. As related to Distance Learning in the receiving district, there shall be no subcontracting for any course currently being taught (or previously taught if there is a former employee on the recall list) without mutual consent of the parties.
- S. The receiving district shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning for any received classes. Appropriate bargaining unit members will cooperate with the transmitting teacher if translation of the grades is necessary.
- T. No Clifton-Fine Education Association member will be assigned to a Distance Learning course off-site during normal working hours.

Each year the parties shall meet for the purpose of reviewing and, if necessary, modifying this agreement. This review shall be completed by March 1. In the event that the parties cannot agree with respect to proposed changes pertaining to the agreement for the ensuing year, the provisions in existence shall remain in effect without modification or change. The foregoing, however, shall not be deemed to require the district to continue any program of Distance Learning in the event that the district determines, in any given year, to discontinue such program.