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ST. LAWRENCE CENTRAL
UNITED TEACHERS
AGREEMENT

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

NOV 8 2004

REPRESENTATION

Between

BRASHER FALLS
(ST. LAWRENCE) CENTRAL SCHOOL

And

ST. LAWRENCE CENTRAL UNITED TEACHERS
LOCAL #2977

7/1 *6/30*
2002~2006

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ARTICLE I - PREAMBLE

Section 1

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, (The Public Employees Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Superintendent of Schools (hereinafter referred to as the "Administrator") and its professional employees represented by local chapter of St. Lawrence Central United Teachers (hereinafter referred to as the "Union"), and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in St. Lawrence Central School,

THIS AGREEMENT IS MADE AND ENTERED INTO on this _____ day of _____, 2004, by and between the Superintendent of Schools of St. Lawrence Central School and the local chapter of St. Lawrence Central United Teachers.

ARTICLE II - RECOGNITION

Section 1

The St. Lawrence Central Board of Education, having determined that St. Lawrence Central United Teachers is supported by a majority of the individuals in a unit composed of all certified personnel, long term substitutes, teaching assistants, and the school nurse; and excluding the Superintendent of Schools, Building Principals, Elementary Supervisor, Committee on Special Education Chairperson, Business Manager, and per diem substitutes, hereby recognizes St. Lawrence Central United Teachers as the exclusive negotiating agent for the members in such unit. Such recognition shall continue in effect so long as the Union's active membership contains more than 50% of the total employees in the negotiating unit. The Board and the Union further agree that unilateral negotiation on conditions and terms of employment with a member of the bargaining unit is prohibited for the duration of this agreement. It is recognized that the proper negotiation and administration of collective negotiation agreements on behalf of public employees entails expense to the Union as the exclusive representative of the employees in the teachers' unit.

Section 2 - Long-Term Substitutes

- a. A substitute is long-term (not per diem) if he/she is replacing a teacher on 20 day leave of absence or longer, or is employed more than 20 consecutive days in the same position.
- b. A long-term substitute will be entitled to one day of sick leave and one day of personal leave after 20 days of work; and one additional day of sick leave after each additional 15 days of work.
- c. Providing that the appointment is for at least one semester, long-term substitutes will be paid at Step 1 of the teacher's salary. If the appointment is for less than one semester, long-term substitutes will receive 1/200 of Step 1 of teacher's salary after the twentieth (20th) consecutive day in the same position.

Section 3 - Agency Fee

It is recognized that members of the bargaining unit have the option and right to join or not to join the Union. The members of the bargaining unit who do not join the Union, including its affiliates, shall be required to pay an agency fee for services rendered by the Union and its affiliates.

Agency fee shall be equal to Union and affiliate dues. All rules and procedures, as established for dues deductions, shall apply to such agency fee. Such deductions must be made in the same manner as dues deductions except that written authorization by agency fee personnel is not necessary.

The SLC United Teachers affirms that it has adopted such procedure for refund of agency fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision of agency fee deduction shall continue in effect so long as the SLC United Teachers maintains such procedure.

ARTICLE III - GROUND RULES FOR NEGOTIATING

Section 1

1. Date, time and place for meetings should be agreeable to both negotiating teams.
 - a. meetings should be closed and private.
 - b. meetings should not be on the same night as School Board meetings.
 - c. at close of meetings, designate date, time, place and purpose for next meeting.

2. Establish effective authority of both negotiating teams to reach agreements.
 - a. members of both teams should remain the same for the school year, if possible.
 - b. each team will notify the other as to the name of its spokesperson.
 - c. prior to each meeting, each team will designate its spokesperson.
 - d. communications between the two negotiating teams will be sent to the spokesperson.
3. Negotiable items are items which deal with any terms or conditions of employment as defined by PERB.
4. Agreement between the two teams as to negotiating procedure.
 - a. both parties reserve the right to use experts and consultants to speak only at the discretion of the spokesperson.
 - b. both parties reserve the right to recess for a reasonable length of time.
5. An exchange of proposals shall take place at the first negotiating session. Such proposals shall include basic topics with sufficient detail to indicate position of the parties.
6. By mutual agreement, negotiations may be reopened to deal with unexpected situations.
7. Impasse procedure: When either side determines that an impasse exists, PERB shall be notified and their procedures shall apply.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1

Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Superintendent of Schools and the bargaining unit members is essential to the operation of the schools, it is the purpose of this procedure to secure solutions to alleged grievances of bargaining unit members through procedure under which they may present grievances free from coercion, interference, restraint,

discrimination or reprisal, and by which the Superintendent of Schools and the bargaining unit members are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

2. Definitions

- a. Grievance shall mean any claimed violation, misinterpretation, or inequitable application of this agreement or of any existing laws, rules, regulations, or policies which relate to or involve the bargaining unit member in the exercise of the duties assigned to him/her.
- b. The term Supervisor shall mean any principal, assistant principal, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Superintendent of Schools.
- c. Union shall mean St. Lawrence Central United Teachers.
- d. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
- e. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- f. Grievance Committee is the committee created and constituted by the St. Lawrence Central United Teachers.
- g. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

3. Procedures

- a. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, the time when, and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the teacher and to the Union.

- c. If a grievance affects a group of bargaining unit members and appears to be associated with system-wide policies, it may be submitted by the Union directly at Stage 2 described below.
- d. The preparation and processing of grievances, insofar as practicable, shall be conducted outside the hours of employment or at a time when no interruption of classroom activity and no involvement of students in any phase of the grievance procedure will occur.
- e. The Superintendent of Schools and the Union agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- f. Except as otherwise provided in Articles 5a and 5b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of proceedings made at each and every stage of this grievance procedure.
- g. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board of Education or by any member of the Administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance for their participation therein.
- h. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Superintendent of Schools and the Union. The Superintendent of Schools shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- i. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- j. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance informally adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this agreement and the Union has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustments shall be binding upon the aggrieved party and shall, in all

respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

- k. If any provision of this grievance procedure or any application thereof to any member or group of members in the negotiating unit shall be finally determined by a court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- l. The Superintendent of Schools, utilizing a mutually agreed upon keeper of the minutes, shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and beliefs considered at all levels other than Stage 1a and all written decisions at all stages. The Board of Education will bear the expenses for the minutes if the grievance is allowed. The Union will bear the expenses of providing these minutes in the cases where the grievance is disallowed. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two (2) days after the conclusion of the hearings at Stages 2, 3, and 4, and advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee and the Superintendent of Schools.
- m. The existence of the procedure hereby established shall not be deemed to require any member to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any member to pursue any other remedies available in any other form.

4. Time Limits

- a. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- b. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the member knew or should have known of the act or condition on which the grievance is based.

- c. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- d. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Union within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- e. In the event a grievance is filed on or after June 1, upon request by, or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

5. Stage 1: Supervisor

- a. A member having a grievance will discuss it with his/her supervisor, either directly or through a representative with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the member submits the grievance through a representative, the member may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) school days after the written grievance is presented to him/her, the supervisor shall, without further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the member, the member's representative, and the Union.

6. Stage 2: Superintendent of Schools

- a. If the member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the member shall, within five (5) school days, present the grievance to the Union's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the member has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent of Schools within fifteen (15) school days after the

member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

- c. Within seven (7) school days after receipt of the appeal, the Superintendent of Schools, or his/her duly authorized representative, shall hold a hearing with the member and the Grievance Committee or its representative and all other parties in interest.
- d. The Superintendent of Schools shall render a decision in writing to the member, the Grievance Committee, and its representative within five (5) school days after the conclusion of the hearing.

7. Stage 3: Board of Education

- a. If the member and/or the Union are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The Official Grievance Record maintained by the Superintendent of Schools shall be available for the Board of Education.
- b. Within fifteen (15) school days or at next regularly scheduled Board meeting, whichever is sooner, the Board will consider the appeal and recommend a solution. In the event that the member and the Union are not satisfied with the recommendation of the Board, they shall submit an appeal requesting a hearing before the Board on the matter. Requests for the hearing shall be made within ten (10) school days after receipt of the Board's decision.
- c. Within fifteen (15) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- d. Within five (5) school days after the conclusion of the hearing, the Board of education shall render a decision, in writing, on the grievance.

8. Stage 4: Arbitration

- a. After such hearing, if the member and/or Union are not satisfied with the decision at Stage 3, and the Union determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- b. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Union will agree upon a

mutually acceptable arbitrator competent in the area of the 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 specified period, a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator.

- c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Union.

9. Management Grievance

It is recognized by the Union that the Superintendent of Schools may utilize this grievance procedure in the following prescribed manner in instances of alleged violations by the Union or its officers.

The Superintendent of Schools shall use the following procedure in attempting to resolve a grievance:

Stage 1: The Superintendent shall, within ten (10) school days of the date of the situation which is being grieved, present all facts and circumstances concerning the alleged violation in writing to the Union President. Within ten (10) school days, the Superintendent and the President shall meet in an attempt to resolve the grievance.

Stage 2: If the Superintendent of Schools is not satisfied with the resolution suggested by the President, he/she may appeal the recommendation to the Executive Committee of the Union. At this stage, the Superintendent of Schools and the President, their representatives (if any), and any witness shall be heard. The President shall preside at this meeting but shall have no vote. A majority vote of the Executive Committee shall determine its decision. Such decision shall be rendered within ten (10) school days of the end of the hearing.

Stage 3: If the Superintendent of Schools is not satisfied with the decision at Stage 2, he/she may pursue the grievance to binding arbitration. Stage 4 of the Grievance Procedure shall be followed.

Should the Superintendent employ this section in an effort to resolve an alleged violation, then the District shall not take any disciplinary action against any individual involved at any stage in the grievance. A grievance filed under this section shall be deemed resolved when the Superintendent of Schools fails to pursue the matter to the next stage within ten (10) school days after a decision has been rendered or when the decision of the arbitrator is rendered.

ARTICLE V – BARGAINING UNIT MEMBERS’ RIGHTS

Section 1 - Job Vacancies

1. In the hiring of teaching personnel, the heads of all departments or facilitators will have the opportunity to interview each applicant for teaching positions within the department for which he or she has responsibility.
2. In the promotion of personnel, the Superintendent of Schools agrees that, whenever possible and practical, the Building Administrator will consult the Department Chairpersons or Grade Representatives or facilitators.
3. When professional job openings occur in the school system, such openings shall be made known to the Union through the President of the Union in writing no less than five (5) school days prior to posting in the main office of the St. Lawrence Central School District. Bargaining unit members currently employed by the District will be given consideration before external applicants are considered for vacancies. Bargaining unit member applicants will be guaranteed a performance level and/or last stage interview. The foregoing two sentences shall not be deemed to provide a preference or a priority to bargaining unit members with respect to hiring and filling job vacancies.
4. Extracurricular positions will be posted following the May Board meeting. Appointments will be made at the regular June Board meeting, so long as satisfactory applicants have applied.

Section 2 – Bargaining Unit Member Evaluation

1. No bargaining unit member shall suffer any professional disadvantage by reason of his or her membership in the Union or participation in its lawful activities.

2. It is recognized that a system of periodic evaluation is essential to assist bargaining unit members in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable decisions by the Board of Education concerning reappointment, tenure, promotion, etc., to be made in a just and equitable manner. Consequently, the Superintendent and all responsible school personnel are charged with the responsibility for implementing the following evaluation procedure.
3. All classroom evaluations will be based upon observations which cover a complete lesson or class period. These classroom observations of the work performance of a bargaining unit member shall be conducted openly and with full knowledge of the bargaining unit member. The administrator shall be free at any time to evaluate the activities of the bargaining unit member with regard to non-classroom instructional responsibilities. All observations will be followed as soon as possible but in no case later than five (5) days, by a conference during which the evaluation of the lesson will be discussed. The written report of the observer and evaluator is to be signed by both the evaluator and the bargaining unit member. The bargaining unit member's signature does not indicate agreement with the evaluation; it only indicates that a conference had been held and the bargaining unit member had received a copy of the evaluation. The bargaining unit member may file a written comment on the observation and evaluation. This will be attached to the evaluation and become a part of the bargaining unit member's personnel file.
4. Where the initial evaluation warrants it, all probationary bargaining unit members will be observed at least twice during the first semester of their first year. In those instances where a recommendation for non-reappointment is to occur, a minimum of three (3) observations shall be provided prior to such notification.
5. During the first semester of the second year, the bargaining unit member will again be observed.
6. A bargaining unit member's request for one additional observation and evaluation by the evaluator and/or by the bargaining unit member's peers, if made prior to March 1, and with at least one week's notice, shall be honored.
7. No bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, have a contract terminated, or be otherwise deprived of any professional advantage without just cause. (Just cause shall mean: 1) demonstrated incompetency; 2) immorality; 3) conviction of a felony; 4) failure to maintain certification; 5) insubordination.) Any such action or violation of professional ethics asserted by the board or any other administrative personnel shall be subject to the grievance procedure set forth in this agreement. Involuntary transfers will only be made under the following circumstances:

- a. when the tenure area of the employee will not be affected.
 - b. when the employee has been given written notice of the District's intent and has had at least fifteen (15) school days to react.
 - c. when a meeting has been conducted of elementary grade representatives and secondary department chairpeople and they have had the opportunity to make recommendations to the District with regard to proposed transfer.
 - d. when the decision can be justified on the basis of the educational needs of the District.
8. In the event that the Board is considering the dismissal of an employee, it will provide at least one written warning and will schedule a meeting among the immediate supervisor, the employee, and his/her Union representative for the purpose of improving his/her performance in order to continue employment.
9. Bargaining unit members shall have the right, upon request, to review the contents of their personnel file in the presence of a representative of the Superintendent of Schools. The bargaining unit member may elect to have an additional witness of his or her own choosing. Any material resulting from any event or occurrence involving a bargaining unit member which becomes a matter of concern to the Administration shall be reduced to writing and a copy furnished the bargaining unit member within ten (10) school days of the time the Administration becomes aware of the occurrence. If it is determined that the matter is of sufficient magnitude to warrant placing it in the bargaining unit member's file, the bargaining unit member shall be notified immediately of such decision. When material of a derogatory nature is to be placed in the file, the bargaining unit member will sign the material before it is placed in the file. Bargaining unit members shall have the right to insert written explanations or responses to material in their personnel file. Such explanation shall be delivered to the Superintendent of Schools within ten (10) school days after the bargaining unit member has received a copy of the material referred to above. There shall be only one official personnel folder for each bargaining unit member maintained by the District. Such folder is subject to the conditions mentioned above. This folder will be the exclusive official repository for all bargaining unit member evaluations and any material of a derogatory nature concerning the character or teaching ability of that bargaining unit member. Materials proven incorrect will be removed from a bargaining unit member's file.
10. If non-renewal of a contract is to be recommended by the Administrator, the bargaining unit member shall be informed in writing of the basis on which this decision was reached.

Section 3 - Protection of Bargaining Unit Members

1. Probationary Bargaining Unit Members:

Probationary bargaining unit members shall be informed within five school days of action taken regarding tenure. Such action shall occur at the March meeting of the Board of Education.

In the case of a bargaining unit member originally appointed on a date other than effective September 1, that bargaining unit member shall be notified of his or her tenure or failure to receive such, three (3) months prior to the expiration of his or her probationary period.

ARTICLE VI - UNION RIGHTS

Section 1

1. The Union has the right to transact Union business during the school day as long as it does not interfere with the educational process.
2. No work presently performed by members of the bargaining unit shall be performed by any non-member of the unit or subcontracted to any other party without the express written consent of the Union.
3. Any individual agreement, arrangement, or contract heretofore or hereafter executed with any individual member of the negotiating unit represented by the Union shall be subject to and consistent with the terms and conditions of this agreement and subsequent agreements hereinafter executed by the parties during its duration. This agreement shall be controlling.
4. The chairperson of the Union grievance committee shall be released from his/her duties as necessary to facilitate the orderly processing of grievances. He/she shall suffer no loss of pay.
5. The Board agrees that one member designated by the Union will, upon request, be granted a leave of absence for up to two years without pay for the purpose of engaging in Union activities on a local, state, or national level. The Board will pay no fringe benefits for the member while on leave, but the member will have the option of making such payments and remain a member of the group. The tenure status of the member will not change while on leave. Upon return from such leave, the member will return to his/her previous position unless through mutual agreement member and Administrator agree upon another grade level or course assignment. Upon

return the member will be placed on the appropriate step of the salary schedule, recognizing all prior credited experience and with all accumulated benefits which had accrued to him/her prior to such leave. Should the member's position no longer exist upon return, the provisions of education law pertaining to seniority and layoff will apply.

6. Union leave shall be limited to twelve (12) days during the year. If additional days are needed, personal days may be used at the individual member's discretion. Members using this leave will be designated by the Union President. No person shall lose pay while using this leave. Each request for Union leave shall be made in writing to the Superintendent of Schools at least one (1) week prior to the leave day. Should unusual conditions exist, the Superintendent of Schools may waive this time requirement.
7. The minutes of the Board of Education will be available from the Office of the Superintendent of Schools and will be available to the President of the Teachers' Union for study or for the purpose of making a copy if one is deemed necessary.
8. Any policy change by the Board of Education will be made available to the President of the Teachers' Union.
9. The Union may use one mailbox in each school.
10. Every bargaining unit member shall be provided a copy of the contract.

Section 2

1. The Union shall select a Representative Assembly who shall meet with the Principal when deemed necessary by either party, to review and discuss local school problems and practices. At this time, discussion will ensue regarding class size, class schedules, dismissal time, and any other matter of school policy.

ARTICLE VII - TEACHING CONDITIONS

Section 1 - Teaching Load, General

1. Bargaining unit members shall be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, no later than May 1.

Section 2 - Elementary Teachers

1. Elementary teachers will be expected to be in their classrooms by 8:45 a.m. and available to provide help and assistance to students who arrive on the first elementary bus run.
2. The regular school day ends at 3:30 p.m. or five (5) minutes after the last elementary bus leaves, whichever is later.
3. Grade representatives will be involved in the development of a schedule for the special teachers to insure one duty-free period per day (from 30-45 consecutive minutes in length), for each elementary teacher, in addition to duty-free lunch periods as long as the students' lunch period or thirty (30) consecutive minutes (whichever is longer) except in emergency situations. A tentative schedule will be developed with any necessary adjustments being made during the first two (2) weeks of the succeeding academic year.
4. The District will schedule one (1) forty-five (45) minute block of time per week prior to student arrival. The time will be used for such activities as faculty meetings and team planning.
5. Upon formal occupation of the Middle Level building wing, Grades 5 and 6 will follow the secondary schedule. The activity period shall be considered the second preparation period for bargaining unit members at Grades 5 and 6.

Section 3 - Secondary Teachers

1. Secondary teachers will be expected in their assigned station by 8:00 a.m.
2. Secondary teachers shall also be expected to be in their classrooms during the activity period from 2:30 p.m. to 3:25 p.m.
3. Activity Period shall provide for laboratory period for science courses, as required, intramural sports, detention, extra help for classes, and co-curricular activities.
4. The Parties agree to reopen negotiations on any changes of school day no later than April 15th of the year preceding the change. The District will provide supporting information regarding the necessity for any change.

Section 4 - Daily Schedule - Secondary

Secondary school teachers shall have the following daily schedule:

1. One (1) duty-free lunch period as long as the students' lunch period or thirty (30) consecutive minutes (whichever is longer).
2. The Junior-Senior* High School day will begin at 8:00 a.m. with homeroom and continue through the last class period until 2:30 p.m. The Activity Period will be held from 2:30 - 3:25 p.m.
3.
 - a. Teachers shall be encouraged to attend evening assignments or meetings each school year which are not related to supervision of students. Such meetings would include open house, parents' nights, in-service courses, and other similar meetings which would help promote more effective teaching or increase better communications between teachers and parents.
 - b. When part-time teachers are required by the District to be in attendance for purposes not specified in subsection (a), above, they will be paid at their normal rate.
4.
 - a. The normal teaching load in the Junior-Senior* High School shall consist of five (5) classroom instruction assignments not to exceed two hundred ten (210) minutes of teaching time and forty-two (42) minutes of supervisory time (\pm 3 minutes in each category).

The District shall have the right to assign a sixth period of classroom instruction. Said period must be for Academic Intervention Services (AIS), an elective or a supervisory duty or other arrangement by mutual agreement between the teacher and the administration. The total daily assignment, shall not exceed two hundred fifty-two minutes.

- b. Any period of supervisory responsibility shall be considered a full supervisory duty period for each of the persons involved. In addition, teachers shall be granted one (1) duty-free lunch period as long as the students' lunch period or thirty (30) minutes, whichever is longer.
 - c. Each person supervising a lunch period or portion thereof shall be given credit under the terms of this article for supervision of a full supervisory period.
5. Discussion of each succeeding school year's schedule will begin in January following the holiday season between the Administration and all members of the Junior-Senior* High Faculty. More than one such meeting will be held if requested by the Union. However, the final decision on scheduling shall rest with the District and is subject only to the requirements of this Article.

*See Article VII, Section 2, Subsection 5.

Section 5 - Class Size

1. Every effort shall be made to limit class size in the school to a reasonable level with an average range of 25-30 in the elementary school.
2. Changes which occur after the first two (2) weeks of school which do not appreciably affect this range will not result in a change in staff.
3. At the secondary level, the Representative Assembly of the Secondary School will work with the secondary principal to determine appropriate class sizes in the Junior-Senior High School.
4. The District may reduce staff subject only to adhering to the following provisions of this Article:
 - a. Decisions to reduce positions shall be justifiable on the basis of the educational needs of the District.
 - b. The Union shall be consulted prior to a decision being rendered as follows:
 - 1) Written notification of consideration of a possible position cut shall be sent to the Union president no later than March 1 of the school year immediately preceding the school year in which the cut would become effective. Such notification shall be specific to the point of describing the position and naming the individual currently in the position (even though this may not be the individual with least seniority who would be laid off).
 - 2) No final decision will either be reached or released publicly for 60 calendar days subsequent to the date of notification.
 - 3) Designated representatives of the District shall be accessible to Union representatives to respond to reasonable questions and provide any and all information within reason, which is requested by the Union as being necessary for the Union to formulate an opinion with regard to the possible cut.
 - 4) At least one forum of ample time shall be provided within the 60 day period, if requested by the Union, for the purpose of presenting Union reaction and input.

Such forum shall be scheduled at a mutually convenient time so that all Board members, and the Chief School Officer, can attend along with Union representatives as designated by the Union President.

If such a meeting is scheduled at a time when all of the aforementioned are able to attend, and subsequently because of unforeseen developments, either the Chief School Officer or any three Board members are unable to attend, then the meeting shall be rescheduled and shall be held prior to a decision being reached or publicized.

- 5) Notwithstanding any of the foregoing, if a budget is rejected by the voters which results (within 30 days of the vote) in the District contemplating a position cut (or cuts) then the entire process in 1 through 4 (above) may be consolidated to be accomplished within a two-week period from date of notification to the forum for input and reaction.

c. Staff members who lose a position due to a layoff shall be entitled to the following:

- 1) One calendar month or 20 school days of employment (whichever is longer) immediately subsequent to the effective date of the position elimination.

During this time, the District may assign any professional teaching duties including but not limited to subbing, tutoring, or curriculum work and the employee shall continue to receive full pay and benefits just as if the employee had continued in the previous position.

- 2) Any long-term substitution position for which the employee is certified* and qualified** at a rate of pay and benefits that picks up at the point at which the employee was laid off.
- 3) Any per diem substitute opportunities for which the employee is certified* and qualified** at the rate of pay for per diem substitutes.

*Even if the employee is not certified, he/she shall be given the position if no individual certified is available and if no other uncertified candidate is better qualified.

** The District may deem an employee unqualified provided: A) that the position applied for is not similar to the position from which the employee was excessed, and B) that the employee had taught and been evaluated (less than satisfactorily) in the position to be filled.

- 4) Numbers 2 and 3 above shall be offered to people on the preferred eligible list with person out of work the longest being given first opportunity, etc. Ties will be broken by seniority in the District.
 - a. Excessed teachers who refuse per diem work more than three consecutive times will not have any further rights for per diem work the remainder of the semester.

- b. Excessed teachers will be offered any long-term substitute position as soon as the District becomes knowledgeable that such a position exists. An excessed teacher refusing a particular long-term substitute position will not have any further rights to the position.
- 5) In the event a teacher's position is to be abolished, written notice, with reasons, shall be given to the teacher within five (5) days following the adoption of the budget by the Board of Education, or earlier, if possible.

Section 6 - Substitutes

1. When any teacher in the elementary school is absent, every effort will be made to hire a substitute. It will be the responsibility of the teacher who is absent to have available plans which will be relevant to the students with whom he or she works.
2. When a secondary school teacher is absent, every effort will be made to hire a substitute in the areas of mathematics, science, business, English and history. In the special subject areas, if a qualified substitute cannot be found, the students will be sent to study hall. Every reasonable effort will be made to provide relief for the study hall teacher where the size of the study hall will exceed seventy (70) students.

Section 7 – Distance Learning

It is agreed that the St. Lawrence United Teachers and the St. Lawrence Central School (SLCS) may participate in the Distance Learning Program under the following conditions:

1. General
 - a. The parties acknowledge and confirm that participation in the Distance Learning Program is to provide students with educational and enrichment opportunities that would otherwise be unavailable under the St. Lawrence Central School District's standard operating procedure as of the 1996-97 academic year. The Distance Learning Program shall not be used by the District to argue that the union may have waived any rights that may exist to the exclusivity of the bargaining unit. 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.
 - b. No member of bargaining unit on effective date of this agreement in 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. The Distance Learning Program will not be used as a means to eliminate staff.

- c. The parties agree that training for participants will be provided. The cost(s) of appropriate training shall be established and borne by the District. The training will address specific skills that are necessary for effective and successful instruction in the Distance Learning environment. This training will precede any such Distance Learning assignment and will be applicable for inservice credit.

II. Transmitting

- a. Any program delivered from SLCS, for the purpose of educating children, shall be taught by a volunteer from the bargaining unit. The bargaining unit will provide at least one unit member who is certified to teach a full year course on the system at the District's request. During the 1997-98 school year, if no volunteer is available, then SLCS may utilize staff outside the bargaining unit. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of the live transmission must be for the purposes of student review for participating students and/or for the completion of makeup work.
- b. The teacher shall not have the 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.
- c. The number of students in a class, including those at receiving sites, shall not exceed twenty-five.
- d. All grading of school work and tests shall be done in SLCS 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 SLCS teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when she/he turns in grades at SLCS.
- e. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving school students and their parents in the same manner that she/he is available to SLCS students and parents. The teacher and the receiving district may make mutually acceptable arrangements including compensation at \$20 per hour for attendance at such functions beyond the limits described above.

- f. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement of SLCS. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.
- g. Any audio-visual tapes of the classes made in SLCS are the property of the host district and the District shall make such tapes available for the teacher's personal, professional, non-commercial use.
- h. The calendar of SLCS shall be used for each course being taught.
- i. Textbooks for Distance Learning courses shall be determined by SLCS in accordance with normal procedures.
- j. Once courses to be taught are determined, SLCS will make every effort to provide additional planning time available to the teacher. This time will consist of at least two mods (one full period or 42 minutes). To accomplish this, the teacher will be relieved of two mods (one full period or 42 minutes) of another duty. The teacher shall have a maximum of five teaching and supervisory assignments per day.

III. Receiving

- a. The introduction and continuation of Distance Learning at SLCS as a receiving site shall not replace a course being currently taught at SLCS, a course mandated for graduation, or a course taught within five years by current staff unless the local union and District mutually agree in writing. A course may not be offered if it falls within the tenure area of a qualified employee on a recall list unless said individual declines the offer of employment. The District will arrange to have a Distance Learning course taught by a member of the bargaining unit if twelve or more students enroll in a course.
- b. SLCS shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning of any received classes.
- c. The District shall not make any audio-visual tapes without the knowledge and consent of the sending teacher. It is expected that the teacher will consent to making tapes for the sole purpose of aiding students enrolled in the course. All tapes shall be erased or destroyed at the end of the school year at the discretion of the teacher.

- d. College courses which give no high school credit may be received during the school day for offering to students who have or are scheduled to complete district offered course requirements for graduation.

Successor Agreement

Each year the parties shall meet for the purpose of reviewing and, if necessary, modifying this section of 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 this distance learning provision, for the ensuing year, the provisions in existence pertaining to the subject of distance learning shall be applicable to distance learning 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.

ARTICLE VIII - MISCELLANEOUS

Section 1 - Budget

1. The various education departments, elementary grade representative, and/or facilitator, within St. Lawrence Central School shall be notified of the estimated sum of money that is to be allocated to the respective departments on February 1. Requisitions shall be due by March 1.
2. If major cuts in requisitions are to be made, teachers are to be notified before September. Any committee that would care to could meet with the Board of Education ten (10) days before the annual meeting to review the budget with the Board.
3. Each department head, grade representative, and/or facilitator shall be given the responsibility for the proper dispersal of those funds for educational purposes within his/her own departments or grades. This sum shall be allocated at the same time as requisitions are issued.

Section 2 - New Equipment, Construction and Changed Room Design

1. The Superintendent and/or principals shall make every effort to consult and keep informed the appropriate teachers and department head regarding:
 - a) Equipment purchase, instructional

- b) New construction, instructional
- c) Re-designing of old facilities, instructional

Section 3 - Use of Buses and Drivers for Education

1. Every reasonable effort will be made to have buses available for field trips that will be of a cultural, educational, and limited social advantage for the student body of St. Lawrence Central School.

Section 4 – Use of Personal Vehicles for School Business

1. Reimbursement for mileage when using personal vehicles for school business must be submitted on a Conference Request form and preapproved by the Superintendent. Payment will be at the Board-approved rate.

ARTICLE IX - SALARIES AND FRINGE BENEFITS

Section 1 - Professional Salary

1a. Teachers' Salary

2002-03		2003-04		2004-05		2005-06	
1	30,500	1	31,303	1	32,016	1	32,831
2	31,120	2	31,803	2	32,516	2	33,331
3	31,825	3	32,403	3	33,116	3	33,931
4	32,530	4	33,103	4	33,816	4	34,631
5	33,330	5	33,803	5	34,516	5	35,331
6	34,200	6	34,503	6	35,216	6	36,031
7	34,975	7	35,303	7	36,016	7	36,831
8	35,725	8	36,103	8	36,816	8	37,631
9	36,475	9	36,903	9	37,616	9	38,431
10	37,325	10	37,803	10	38,516	10	39,331
11	38,090	11	38,703	11	39,416	11	40,231
12	38,840	12	39,603	12	40,316	12	41,131
13	39,590	13	40,503	13	41,216	13	42,031
14	40,340	14	41,503	14	42,216	14	43,031
15	41,090	15	42,503	15	43,216	15	44,031
16	41,905	16	43,503	16	44,216	16	45,031
17	42,729	17	44,503	17	45,216	17	46,031
18	43,584	18	45,503	18	46,216	18	47,031
19	44,790	19	46,503	19	47,216	19	48,231
20	46,500	20	47,503	20	48,216	20	49,431
21	48,240	21	48,503	21	49,216	21	50,631
22	50,100	22	50,100	22	50,716	22	51,831
23	51,900	23	51,877	23	52,216	23	53,031
24	53,585	24	53,585	24	53,716	24	54,231
25	55,326	25	55,326	25	55,296	25	55,431
26	56,450	26	56,832	26	56,902	26	56,631
27	57,450	27	57,012	27	58,482	27	57,831
28	58,450	28	58,456	28	59,395	28	59,031
29		29	59,456	29	60,895	29	60,231
30		30	60,456	30	62,395	30	61,431
31		31		31	63,895	31	62,631
32		32		32	65,395	32	63,831
33		33		33	66,895	33	65,031
34		34		34		34	66,231
35		35		35		35	67,431

If your step does not appear on the above schedule, go to the next highest step.

- 1b. All bargaining unit members shall receive \$29 per graduate credit hour beyond the Bachelor's Degree.

All request for hours adjustment must be submitted to the Clerk of the Board of Education by September 1st.

- 1c. Compensation for credit hours shall be limited to Bachelor's plus 90.
- 1d. Following permanent certification, when courses outside a teacher's certification area may be regarded as being of doubtful academic or professional value, teachers must obtain prior approval of the administration for these courses before pay for graduate credit will be approved. Approval must be in writing.
- 1e. Bargaining unit members holding a Master's degree will receive \$440.

1f. Chaperones:

- a. Chaperones will be paid at the rate of \$12 per hour for assigned duties at any co-curricular activity; i.e., athletic contests, dances, etc.

The Administration reserves the right to select personnel for these duties from those school personnel who volunteer for such duty. Responsibilities of chaperones will be made known in advance of these responsibilities; hours of work, the number of people assigned to chaperone, and procedures for carrying out such responsibilities shall be the sole prerogative of the Administration.

- b. Chaperones, other than advisors, at co-curricular activities sponsored by school organizations such as Student Council, senior class activity, or any other school organization, will be paid at the above rate by the District. Selection of chaperones will be made by the sponsoring school organization subject to the approval of the Administration as verified by the class or group advisor.

SALARY SCHEDULE: EXTRACURRICULAR ACTIVITIES 2002-03

Salary for each activity is based upon the listed percentage times Step 5 of the current year's salary schedule, rounded up to the nearest dollar.

YEARS EXPERIENCE IN POSITION AT ST. LAWRENCE CENTRAL				
SCHEDULE	1, 2 years	3, 4 years	5+ years	10+ years
A	2.86%	3.16%	3.46%	5.23%
B	3.46%	3.77%	4.07%	6.18%
C	4.38%	4.98%	5.29%	7.46%
D	5.59%	5.89%	6.50%	8.42%
E	6.50%	7.11%	7.72%	9.70%

All appointments yearly at discretion of the Board of Education based on evaluations.

- | | |
|--|---|
| <p>A Ass't Musical (1) (A-1)
 Cheerleading Advisors (3) (A-1)
 Advisors Grade 7 & 8 (2)
 (1/2 of A-1 ea.)
 Student Task Force (1)
 Band Front (1) (A-1)
 Band Musical (1) (A-1)
 Equipment Manager (1) (A-1)
 Elementary Musical (1)</p> <p>C Drama Director (1)
 Pep Band (1)
 (all home ftbl & bbb games)
 Modified Soccer (1)
 Modified Football (2)
 Modified Basketball – Boys (1)
 Modified Basketball – Girls (1)
 Modified Softball (1)
 Modified Lacrosse (1)
 Modified Baseball (1)
 Outing Club (1)
 Student Council (1)
 Golf Head Coach (1)
 Ass't. Hockey Coach (1)
 Swing Choir Advisor (1)
 Modified Swimming (1)
 J.V. Soccer (1)
 J.V. Softball (1)
 Varsity Boys Lacrosse Assist. Coach (1)
 Assistant Swimming Coach (1)
 J.V. Baseball (1)
 J.V. Basketball – Boys (1)
 J.V. Basketball – Girls (1)
 J.V. Football (2)
 J.V. Lacrosse (1)
 Stage Band (1)</p> | <p>B French Club (1) (1/2 of B-1)
 Spanish Club (1) (1/2 of B-1)
 Grade 11 Advisor (2) (B-1)
 Grade 9-10 Advisors (4)
 (1/2 of B-1 ea.)
 Grade 12 Advisors (2) (B-1)
 Honor Society (1)
 SEA (2) (1/2 of B-1)</p> <p>D Yearbook (1)
 Varsity Football Ass't. (1)
 Bldg. A.V. Coordinator (2) (D-1)
 Bldg. Computer Coor. (2) (D-1)
 Baseball Varsity Head Coach (1)
 Softball Varsity Head Coach (1)
 Varsity Girl's Soccer Assistant (1)</p> <p>E. Summer Marching Band (1)
 Varsity Football (1)
 Varsity Boys Basketball (1)
 Varsity Girls Basketball (1)
 Varsity Soccer (1)
 Varsity Lacrosse (1)
 Varsity Hockey (1)
 Varsity Swimming (1)</p> <p><u>Per Diem Rates:</u>
 Parade . . . \$100</p> <p style="text-align: center;"><u>Clock</u></p> Basketball (2) \$15/hr
Football (1) \$15/hr |
|--|---|

- 1 g. a) Faculty members will be assigned passes for all home athletic event.
- b) Intramural refers only to hours after 3:30 p.m.
- c) Athletic Director to be paid 10% of Step 5 of the teacher salary schedule.
- 1 h. Years of experience: If a coach moves from Junior High to JV or JV to Varsity within the same sport, he/she will not have a decrease in pay, i.e., the amount paid will remain at least the same as the previous year's coaching.
- 1 i. Persons appointed to extra-curricular positions will receive written notification of the appointment within 30 days following that Board meeting.
- 1 j. Other Salaries

Position

	02-03	03-04	04-05	05-06
Nurse*	\$23,331	\$23,662	\$24,161	\$24,732
Teacher Assistant	\$23,000			

* Effective July 7, 2002 the nurse's salary shall be 70% of step 5 on the teachers' salary schedule.

All other benefits will be at the same rate as for the balance of the bargaining unit.

- 2. Bargaining unit members shall be informed on the notice of salary of the deadline for presentation of transcript of hours for salary adjustment.
- 3. The Board of Education will pay 100% for the individual health insurance plan (St. Lawrence-Lewis County School Employees' Health Care Plan) and 95% of the family health insurance plan.
- 4. The policy concerning health insurance for retired members shall be on the same basis as active faculty members, i.e., 100% for the individual health insurance plan, and 95% of the family health insurance plan, paid by the employer. Before a retiree or spouse of a retiree may seek reimbursement from the District for Medicare premiums paid, that individual must certify to the District that he/she has no other available reimbursement resource with respect to such expense.
- 5. a. The Board of Education agrees to continue until changed by mutual agreement, the health insurance benefits effective as of July 1, 1993, or as otherwise determined by the St. Lawrence-Lewis County School Employees' Health Care Plan. This insurance provision extends beyond the terms of the contract and shall be subject to arbitration should any dispute arise concerning such.

- b. Flexible Spending Plan: The District will establish a flexible spending plan pursuant to IRS Section 125 regulations. This plan may be utilized for premium payments, dependent care and unreimbursed medical expenses. The program, will be administered by the St. Lawrence-Lewis BOCES. Any change in carrier will be by mutual agreement of the parties.
6. Indexes for supervisory and non-classroom assignments:
 - a. School counselors who are required to work during the summer will receive a per diem rate (1/200) of their current salary for the following school year.
 - b. Heads of Department (English, Social Studies, Science, Mathematics, and, effective July 1, 1989, Foreign Language): additional compensation for Department Heads shall be at the rate of \$750.00 annually. Heads of Departments will also be compensated for summer assignment at the summer school hourly rate.
 - c. Facilitators (Applied Arts/Fine Arts) shall be compensated at \$750.00 annually.
 - d. Elementary grade representatives (K-6 and special areas) shall receive \$750.00 annually additional compensation.
 - e. Bargaining unit members, including heads of departments, who proctor tests, grade tests, and/or attending to test modifications for students with special needs, during the summer will receive the summer school hourly rate of pay. Assignments to these activities will be made by mutual agreement between prospective participants and the District's Administration.
 - f. Bargaining unit members who attend meetings for the Committee for Special Education (CSE), and/or attend to student's Individual Education Plan (IEP) modifications during the summer will receive the summer school hourly rate of pay. Assignments to these activities will be made by mutual agreement between prospective participants and the District's Administration.
 7. Other employee benefits (vision/dental): the flat rate of \$120.00 per unit member participant.
 8. Longevity Increment:

In a teacher's first year of retirement eligibility without penalty the District will make a non-elective employer contribution in the amount shown on the below chart to a 403(b) program able to accept such amounts, subject to the contribution limits as outlined in the Internal Revenue Code. Such payment will be made in any reasonable manner requested at any time during or spread over the year of impact

of the retirement incentive, and beyond that to the end of the calendar year in which the retirement takes effect. The teacher must retire at the end of the first semester, or between the end of the second semester and the first day of the next school year.

Such request must be filed on or before March 1st, with a written request on file by March 1st, in the year preceding the school year in which the longevity increment will be in effect.

Years of Service in the District

10 years	=	\$5,000
15 years	=	\$7,500
20 years	=	\$10,000
25 years	=	\$12,500
30 years	=	\$15,000

Attachment No. 1 entitled "Retirement Form Letter" and the conditions stated therein are considered to be a part of the Article (copy of Retirement Form Letter to be found elsewhere in this document).

For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as termination pay to the New York State Teachers' Retirement System. In the event that the employee participates in this retirement incentive contribution but such contribution exceeds acceptable contribution limits, the employer agrees:

- a) to pay any excess over the limits as compensation to the employee in the year of retirement if such employee has a NYSTRS membership date prior to June 17, 1971, OR
- b) if the employee has a NYSTRS membership date subsequent to June 16, 1971, remit any remainder in the year(s) following retirement to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.

Such request must be filed on or before March 1st, with a written request on file by March 1st, in the year preceding the school year in which the longevity increment will be in effect.

Attachment No. 1 entitled "Retirement Form Letter" and the conditions stated therein are considered to be a part of this Article (copy of Retirement Form Letter to be found elsewhere in this document).

Article IX, Section 8 - Retirement incentive applies only to bargaining unit members employed as: (1) Certified Teachers; (2) Guidance Counselors; (3) Home School Counselor; (4) School Psychologist; (5) School Librarian; and (6) Computer Teacher, provided that these employees are, in fact, certified teachers.

Section 2 - Savings Provisions in Wage Control Situations

1. To the extent that any wage freeze under Executive Order or Federal Law and/or any subsequent wage controls prohibit full implementation of the wage and/or fringe benefit provisions hereof, the parties shall renegotiate the reallocation of all funds accrued into such wage and fringe benefit areas, and to the extent, if any, as permitted by said controls.

Section 3 - Complete Statement of Wages

Members' second pay check shall contain the following:

1.
 - a. number of sick leave days for the present year
 - b. number of accumulated sick days
 - c. sum of a and b
 - d. number of personal days leave
2.
 - a. extra duties, if known at that time
 - b. compensation for extra duties, if known at that time
3.
 - a. It will be the responsibility of the member to keep this record.
4. Bargaining unit members will have the option of having their wages paid in 21 or 26 paychecks.

Section 4 - Payroll Deduction

1. A payroll deduction plan shall be incorporated in this contract to include:
 - a. payroll deduction for local, NYSUT, and AFT dues to be made available on a basis starting with the first pay check in September and continuing through the final check. The Union is to have the required information in to the office by the end of the second day of school.
 - b. the continuance of the Tax-Sheltered Annuity (limited to a total of no more than 12 companies at any given time).
 - c. an additional deduction for mutual funds (from one company only).
 - d. the dues deductions are to be paid directly to the Treasurer, Local Chapter of NYSUT, after each deduction.

- e. an additional deduction for the NYSUT Benefit Trust and credit union is to be made available to faculty.

Procedures concerning payroll deductions made for and paid to the Seaway Community Federal Credit Union:

1. New members' payroll deductions and changes in payroll deductions of existing members will be processed once a month if all necessary information is provided by the Seaway Community Federal Credit Union at least ten (10) days prior to the first day of the month.
 2. Cancellations of payroll deductions will be processed as soon as possible.
- f. payroll deduction for NYSUT VOTE/COPE contributions. This deduction will be taken out of the third paycheck in the winter month with three pay periods.

Section 5

The children of employees who do not live in the District will be allowed to attend school in the District tuition-free.

Section 6

Upon request of the teacher, any teacher who would be eligible to receive a pension from the New York State Teachers' Retirement System on his/her next birthday, but the birthday falls after July 1, will be allowed to retire from the District effective July 1 of that year. Said teachers are also eligible to receive the Longevity Increment as per Article IX, Section 1, subsection 8, if they meet the contractual qualifications. The District will provide these employees all benefits accrued to a retiree, including, but not limited to, health insurance, as of July 1.

ARTICLE X - LEAVES OF ABSENCE

Section 1 - Sick Leave

1. a. Sick leave shall be made available at the rate of fourteen (14) days each year cumulative to 200 days. Pregnant member to submit medical statement relative to date of leaving before birth, and a medical statement relative to date of recovery following birth.
- b. A member who is called out of school due to an emergency situation would have no more than one-half (1/2) day deducted from his/her sick leave.
2. Retiring Teachers
 - a. Retiring teachers may accumulate up to 210 days for their last year of teaching.
 - b. Retiring teachers will receive \$35 per day for each sick day accumulated from 100 to 210 days, for example, a teacher with 150 accumulated sick days will receive 50 x \$35. This amount will be deposited to their 403(b) account under the same regulations stated in Section I,8.
3. Maternity Leave
 - a. Pregnancy, to the extent it results in a disabling condition or related disability will be treated as a temporary disability with all accumulated sick leave privileges. Pregnant member to submit statement relative to date of leaving before birth, and a medical statement relative to date of recovery, following birth.
 - b. The Board may grant an unpaid leave of absence for up to one year for parental leave. Such leave includes adoption of a child.
 - c. The tenure status of the member will not change while on leave. This time will not count toward tenure for probationary members. All members will return to their previous positions upon termination of the leave, provided such position still exists. In the event that it no longer exists, education laws regarding lay off/seniority shall apply.

Section 2 - Sick Leave Pool

A sick leave pool shall be made available for catastrophic, debilitating, long term illness to those using all accumulated leave in the following manner:

1. Any incumbent member who is not now a member of the sick leave pool and wishes to join, will make application on the appropriate form prior to the end of the second pay period.
2. In order to enter the sick leave pool, the incumbent member who elects to delay entering the sick leave pool will have to donate the same number of days as has been donated by a member who joined the sick leave pool at the first opportunity afforded the incumbent. Cumulative days donated prior to June 1, 1983, were two (2).
3. New members must apply before the end of the second pay period following their employment. Such application must be in writing to the Clerk of the Board and initial donation will be two (2) days.
4. Until such time as a member elects to join the sick leave pool, should they become ill before joining, they are not eligible to draw from the sick leave pool.
5. Should a bargaining unit member who is not a member of the sick leave pool be ill or incapacitated on the first of September, he/she would be eligible to join the sick leave pool at that time but would not be eligible to participate until such time as he/she had recovered from the illness or disability and returned to work.
6. Any bargaining unit member who joins the sick leave pool will remain a member until such time as he/she notifies the Clerk of the Board in writing that he/she no longer wishes to participate in the sick leave pool.
7. Members who withdraw from the sick leave pool or who resign or retire will not be eligible to withdraw their days donated to the sick leave pool from the sick leave pool. The days donated remain in the sick leave pool.
8. The District will publish the official list of the individuals in the sick leave pool by the third pay period of the semester.
9. In the event the balance drops to 100 days or below, each member will have one (1) day deducted from his/her accumulated sick leave to reimburse the sick leave pool.
10. When a member's sick leave is exhausted, the teacher shall apply in writing to the Cooperative Review Board for the use of the reserve sick days. The Cooperative Review Board shall consist of: a member of the Board of Education, Superintendent of Schools, two (2) members of the Teachers' union (one elementary teacher and one secondary teacher), and a mutually agreed upon fifth person.
11. The member making a request for use of the sick leave pool shall submit such information as the Cooperative Review Board shall request. The decision of the

Cooperative Review Board will be rendered in writing, a copy sent to the member and a copy placed in the member's file.

12. The Cooperative Review Board will determine the eligibility of the member for use of the sick leave pool with reference to the following criteria:
 - a. The member must have exhausted his/her sick leave.
 - b. Each bargaining unit member who is a member shall not be eligible for benefits from the sick leave pool until five (5) days for each year of service in the District, up to a maximum waiting period of 75 days have elapsed after the beginning of the continuous illness, i.e., a member with four (4) years of service and ten days of accumulated sick leave would have ten (10) days leave without pay covering the period between the time his/her sick leave had been exhausted and the expiration of the twenty (20) day waiting period before becoming eligible for sick leave pool benefits and would not be able to draw from this sick leave pool until after twenty (20) days.
 - c. Meet with the Cooperative Review Board if necessary, at their convenience, to determine whether such application will be approved. This Board will consist of a member of the Board of Education, the Superintendent of Schools, two (2) members of the Teachers' Union (one elementary and one secondary), and a mutually agreed upon fifth person. The role of the Cooperative Review Board shall be limited to disputes and questions of interpretation involving the sick leave bank.
13. The sick leave pool shall not be available for use in case of family illness.
14. The Cooperative Review Board may grant, as a maximum, the following benefits to members eligible to participate:

1st year of service	5 days
2nd year of service	15 days
3rd year of service	30 days
4th year of service	50 days
5th year of service	75 days
6th year of service	105 days
7th year of service	140 days
8th year of service	180 days

15. The member who has participated in the sick leave pool and used the maximum for which he/she is eligible, may continue to draw benefits from the sick leave pool under extenuating circumstances upon recommendation of the Cooperative Review Board and approval of the Board of Education. In the case of recurrent absence resulting from the same illness, once the member has used the maximum number of days to which he/she is entitled, subsequent use of the sick leave pool as a result of the recurrence of the same illness can only occur upon the recommendation of the Cooperative Review Board and the approval of the Board of Education.
16. When an individual has drawn the maximum entitlement from the sick leave pool and returns to duty, the individual would be eligible to draw again from the sick leave pool in the event of an illness or disability which is not a recurrence of the old illness. The waiting period and amount of sick leave available in such a situation shall be based upon the length of service occurring since the last use of the sick leave pool.

Section 3 - Personal Injury Leave

1. When a member is absent from school as a result of personal injury caused by an accident or an assault arising out of hand in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any workers' compensation award made for temporary disability due to said injury) for the period of such absence, and no part of such absence shall be charged to his/her annual or accumulated sick leave.
2. This request must be accompanied by verification from a physician as to the cause of the injury.
3. In order to be eligible for the benefits of subsection 1 of this section, a member must file an accident report with the District within five (5) school days of the occurrence of the accident.

Section 4 - Sabbatical Leave

1. Sabbatical leave will be available, subject to the approval by the Board of Education, if the following provisions have been met:
 - a. Employee must be tenured with a minimum of seven (7) years service in the District.
 - b. The purpose of the leave is for full-time study, full-time education travel, full-time research or other activity on full-time basis which will clearly contribute to improving the competence of the employee in relation to his/her responsibilities in the St. Lawrence Central School District. The

application must include a description of the proposed activities and show how such will contribute to better performance upon return to duty. Program must be approved by the Board.

- c. The employee agrees to return to the District after the sabbatical leave for a period of at least two years.
- d. It has been at least seven (7) years since the individual has last had a sabbatical leave.
- e. One employee only shall be on leave per year, except under very unusual circumstances approved by the Board.
- f. Applications must be submitted prior to April 1 of the year preceding the year in which sabbatical leave is desired.
- g. Leave may be for a full year at half pay or half year at full pay. Employees on sabbatical leave will be paid during each pay period on regular salary schedule. Monies paid the employee while on sabbatical leave shall be considered as a loan secured by a Promissory note made payable to the St. Lawrence Central School District. Such note shall be canceled in the event of death or permanent disability at any time prior to two years following the end of the leave. It shall be canceled at the rate of 50% for each year of service during the two years immediately following the end of the leave. Under special circumstances an employee may be granted leave without pay and the time limit extended for the cancellation of the Note. Failure of an employee to return to service in the St. Lawrence Central School District (without the prior approval of the Board of Education), and failure to complete the required two years service shall result in the appropriate uncanceled portion of this Note becoming immediately due and payable without recourse.

Section 5 - Absence for Professional Reasons

- 1. One (1) day non-cumulative leave with full pay and to include full reimbursement of expenses shall be granted for the purpose of visiting classrooms, schools, or colleges at the discretion of the Superintendent of Schools.
- 2. Attendance at professional conferences shall not exceed five (5) school days.
- 3. The number of bargaining unit members on professional leave from any single instructional area shall be determined by the Superintendent of Schools.
- 4. Each request for professional leave shall be made in writing to the Superintendent of Schools at least two weeks prior to the leave day. The request shall outline the

reasons for the leave day, and the dates of the expected absence. Should unusual conditions exist, the Superintendent of Schools may waive any or all of the preceding requirements.

5. Professional leave days will be granted on the basis of service in the school district so that the bargaining unit member with greater service shall have preference.
6. A report may be requested by the Superintendent of Schools within two (2) weeks of any professional leave day.
7. Every bargaining unit member shall be limited to one subject area conference when placed on the Department's or individual bargaining unit member's requisition. Reasonable expenditures shall be paid out of these funds. The Board shall provide school transportation equipment whenever possible. In the event that school transportation equipment is not available, the Board will provide reimbursement to the bargaining unit member using another form of transportation with reimbursement at the current Board rate per mile for mileage not to exceed 1,000 miles.

Section 6 - Personal Leave

1. The Board of Education of St. Lawrence Central School District shall grant members of St. Lawrence Central School Faculty three (3) days of personal leave per year in addition to accumulated sick leave days, without financial loss to the member, cumulative to four (4) days.
2. Personal leave days shall not be used in conjunction with holiday or holidays for purpose of extending holiday or vacation period (i.e., vacation day is Thursday, one would not be allowed Monday or Tuesday as personal days and a day without pay for Wednesday). However, at the discretion of the Superintendent of Schools or Building Principal, a personal day may be granted in conjunction with a holiday or vacation if a reason is given.
3. Personal leave shall not be available to more than four (4) members at the elementary level and four (4) members at the secondary level on any specific day. Leave to be granted on first come, first serve basis.
4. Unused personal leave each year shall be added to the sick leave to enable the member to accumulate 210 days more readily.
5. There need not be a reason given when requesting personal leave.

Section 7 - Extended Personal Leave

Extended personal leave will be granted upon written request of the member. The following conditions will prevail:

- a. Extended personal leave is a leave of absence without pay and will be approved at the discretion of the Board of Education.
- b. The Board of Education will pay no fringe benefits for the member while on extended personal leave but the member will have the option of making such payments and remain a member of the group while on leave.
- c. The leave is not to exceed one (1) year except by mutual consent.
- d. The tenure status of the member will not change while on leave.
- e. This time will not count toward tenure for probationary members.
- *f. All members will return to their previous position upon termination of the leave, provided such position still exists. In the event that it no longer exists, education laws regarding layoff/seniority shall apply.
- g. The Board reserves the right to refuse leave when a member is obviously using extended personal leave to try out a career in an area not related to teaching in any manner.
- h. The member shall notify the Board by February 1 of the leave year regarding his/her intentions for the following year.

Section 8 - Emergency Leave

1. This is a leave for special cases, for example:
 - a. Extended sickness of a member.
 - b. Extended illness and/or death in member's family, i.e., spouse, parent or step-parent, parent or step-parent of a current spouse, child or step-child, brother, step-brother or half-brother, sister, step-sister or half-sister, grandparents, and shall be granted at the discretion of the principals.
2. When the situation occurs:
 - a. The member must notify the School Board that it is necessary to use this leave.

- b. Information must accompany the notification request, such as duration, type of sickness, etc.
 - c.
 1. This may be done by someone other than the member if the member is unable to do so.
 2. If it is possible, the request can be given before the member leaves school; for example - an operation planned.
 - d. This leave will not include maternity.
 - e. No pay shall be received after sick leave days are used.
 - *f. All members will return to their previous position upon termination of the leave, provided such position still exists. In the event that the position no longer exists, education laws regarding layoff/seniority shall apply.
 - g. A bargaining unit member who has taught half the school year (one complete semester) shall have fulfilled the requirement for a year's service regarding step and shall return on the succeeding step.
 - h. This leave is not to exceed two (2) years from the date of the last sick day, except upon mutual consent of the member and the Board of Education.
- *NOTE: Regarding provisions of Section 7, f and 8, 2f above: An exception to the foregoing may be made provided:
1. A meeting is first held with elementary grade representatives and/or secondary department chairpeople, whichever is relevant, to obtain their input with regard to placement of the returning member in a different position from the one he/she left.
 2. There is justification based on the educational needs of the District.
 3. The returning member is placed in as nearly similar position to the one he/she left as possible.
 4. The input of the member regarding the proposed change has been solicited in writing at least a week prior to the meeting of department grade level representatives or department chairpeople.

Section 9

Bereavement leave will be charged to sick time.

ARTICLE XI - DURATION OF AGREEMENT

This contract shall be come part of the Policy of the Board of Education and shall be effective from July 1, 2002, to June 30, 2006, subject to an annual reopening as follows:

In the event either party wishes to amend this Agreement, notice may be given by November 1 of each year during the life of this Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1, or at such other time as may be mutually agreeable to the parties.

ARTICLE XII – SUMMER SCHOOL

When the District offers summer school, the specifics regarding terms and conditions of employment will be mutually agreed upon on a year by year basis. If agreement is not reached prior to summer school opening, conditions of the previous year's summer school will be continued until agreement is reached.

Effective July 1, 2004 the hourly rate for teachers shall be \$27.00.

Effective July 1, 2004 the hourly rate for nurses shall be \$13.50.

ARTICLE XIII – SCHOOL NURSE JOB DESCRIPTION

School Nurse – Registered Nurse (11 months) Job Description

1. Assist school physician with routine medical examinations and with special examinations for athletic events, employment certificates, special class placement and exemptions.
2. Notify parents of the results of the examinations and recommend visits to family physicians when appropriate.
3. Encourage families to provide for health examinations of their children by utilizing services of private physicians, dentists and clinics. Follow procedures by which the findings and recommendations are reported to the school.

4. Follow procedures for the annual screening of pupils: vision testing, hearing testing and scoliosis.
5. Supply material to classroom teachers for health education and equip classes with first aid kits and instructions as needed.
6. Report on school environment and sanitary conditions as related to student health concerns.
7. Plan schedule for school health appraisal procedures with administrators and school physician.
8. Carry out appropriate policies and procedures for: care of emergencies, reporting of injuries and illnesses, maintenance of adequate records.
9. Give first aid when necessary.
10. Plan procedures to facilitate transfer of records, and complete transcripts of pupils entering and leaving.
11. Develop and maintain an effective filing system to assure proper safeguarding and utilization of cumulative health records.
12. Participate with attendance and other pupil personnel staff in matters related to attendance.
13. Assist school physician with examinations of the bus drivers, food handlers, and other employees when required by Board of Education policy.
14. Schedule appropriate hours during summer months to complete all insurance claims and assist with student and employee physicals as required by state law and Board of Education policy.

St. Lawrence Central United Teachers

St. Lawrence Central School District

by _____
President

by _____
Superintendent of Schools

by _____
Chairperson, Negotiating Committee

APPENDIX A

RETIREMENT FORM LETTER

I, _____, request the retirement incentive under the limits outlined in Article IX, Section 1, Item 8 of the Teachers' Contract with the following understanding:

The appropriate amount will be available to me in any manner which I and the Business office agree upon as contained in Article IX, Section 1, Item 8 of the Teachers' Contract. This will be done with the understanding that I am retiring on the date stated in my letter of intent.

If my plans change and I do not retire on the date specified in my letter, I am not entitled to the incentive and must return any money received as a retirement incentive.

Any change in retirement plans must be made known to the Superintendent of Schools and the Board of Education at least five calendar months before the retirement date stated in the letter of intent.

This money will be recovered by the District through either an immediate, one time repayment of the portion of the retirement incentive received by me, or a reduction of my contract salary equal to that portion of retirement incentive that has been paid by the District.

I understand that I am eligible to receive the retirement incentive as per the conditions stated in Article IX, Section 1, Item 8 of the Teachers' Contract.

Signed _____
Teacher

Signed _____
Superintendent of Schools

Date _____

Date _____

APPENDIX B

INSERVICE CREDIT REQUEST FORM

Inservice credit will be awarded for programs that are completed during non-school hours based on a ratio of 15 clock hours equals one credit.

Clock hours may be accumulated for different workshops with prior approval of the Superintendent of Schools.

TEACHER NAME: _____ DATE: _____

COURSE REQUESTED FOR APPROVAL: _____

DATE AND HOURS OF ATTENDANCE: _____

DESCRIPTION OF WORKSHOP: _____

APPROVED/NOT APPROVED

Signature of Superintendent

Date

REASON FOR NON-APPROVAL: _____

It is the responsibility of the teacher to keep track of the approved hours and submit a written request for credit by September 1.

It is recommended that employees keep a copy of this completed form and place a copy in their personnel file.

SIDELETTER OF AGREEMENT

The parties to this Agreement agree to form a Committee consisting of the Superintendent of Schools and the Association President and up to three additional members mutually agreed to by said Superintendent and President. The Committee will meet three times per year - on or before September 1, on or before December 1, and on or before May 1. The Committee will meet for the purpose of discussion of the following three topics:

1. Involuntary transfers;
2. Voluntary transfers; and
3. Non-teaching duties.

The parties agree to form a committee to include Superintendent of Schools, Secondary Teacher, Elementary Teacher, and Business Manager to develop a form and procedure to assure consistent awarding of inservice credit at the accumulated rate of 15 hours per 1 unit of credit. The committee will meet in a timely fashion to resolve the issue by _____.

Association _____ District _____