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**Agreement between**  
**the**  
**SUPERINTENDENT**  
**of the**  
**MALONE CENTRAL SCHOOLS**  
**and the**  
**MALONE FEDERATION OF TEACHERS**

**July 1, 2013 – June 30, 2017**

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## **PREAMBLE**

*The Board and the Federation firmly believe that the primary function of the Board and the Federation is to assure each boy and girl attending the Malone Central School District schools the highest level of educational opportunities obtainable. The Board and the Federation believe that the objectives of the educational program are realized to the highest degree when mutual understanding; cooperation; and effective communications exist between the Board and the professional teaching staff.*

*In order to effectuate the provisions of Chapter 392 of the laws of 1967 (Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Malone Central School District Board of Education and its professional employees represented by the Malone Federation of Teachers, 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, the Superintendent and the Malone Federation of Teachers do hereby enter into and subscribe to the provisions of this Agreement.*

## FORMAL AGREEMENT

This AGREEMENT is effective July 1, 2013 between the SUPERINTENDENT of the Malone Central School District, FRANKLIN COUNTY, NEW YORK, herein called the "Employer," and THE MALONE FEDERATION OF TEACHERS, an unincorporated Association hereinafter called the "Federation" and/or "MFT".

### Witnesseth:

WHEREAS, heretofore a Negotiation Procedure Agreement was entered into between the School Board of Malone Central School District and the Federation a copy of which is made a part hereof, and marked Schedule A, and

WHEREAS, pursuant to the provisions of ARTICLE XIV of the New York State Civil Service Law, a consensus has been reached covering the area under discussion;

It is agreed by and between the Employer and the Federation, that this instrument shall constitute the memorandum of understanding as referred to in Paragraph No. 7 of ARTICLE VI of the aforesaid AGREEMENT of January 23, 1968.

1. The Employer shall deduct from the wages of the employees and remit to the Federation regular membership dues for those employees who signed authorization permitting such payroll deductions. The employer shall also deduct from each salary payment such sums as are authorized in writing by any unit member to be paid to the North Franklin Federal Credit Union, the United Way, a tax-sheltered annuity, the NYSUT services and forthwith to immediately pay the amount of such authorized deductions to the agency.

The parties hereto agree to the formation of an Annuities Review Committee. The committee will be composed of the President of the Board of Education, the Business Manager, the Superintendent or his/her designee, the MFT Vice-President, the MFT Treasurer, and the MFT President or his/her designee. Upon mutual ratification of this agreement, the duty of this committee will be the determination, by consensus, of no fewer than eight (8) tax shelter annuity companies for the use of MFT unit members hired after the date of this contract's ratification. At the request of the Employer and/or the Federation, the committee will review the continuance of the said aforementioned companies. Any changes, revisions, additions or deletions of the aforementioned companies will only be done via the consensus of this committee. Throughout the lifetime of this agreement, for those MFT unit members who were hired prior to the date of its mutual ratification, there will be continued use of those existing tax sheltered annuity companies. As MFT unit members leave the District and the remitting of funds ceases for a particular company, then that company will no longer continue to serve as a tax shelter annuity company unless it be deemed otherwise by the Annuities Review Committee.

In the case of a new MFT unit member, who has prior established financial contributions with a particular tax shelter annuity company; if that company is not one of the agreed upon aforementioned companies, but it is one of those companies that is presently among those used by the MFT membership, then that new MFT unit member will be enabled to continue his/her contributions to that particular company. In the case of a new MFT unit member, who has prior established financial contributions with a particular tax shelter annuity company that is entirely new to the Malone Central School District, it will be the responsibility of the Annuities Review Committee to determine the financial hardship and subsequently, the ability for that new MFT unit member to continue or not continue with that particular tax shelter annuity company via their employment for the District.

2. The Employer shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Federation the amount equivalent to the dues levied by the Federation and shall transmit the sum so deducted to the Federation, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Federation 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 Federation maintains such procedure. The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

3. The parties hereto agree that the salary schedules, as established by Agreement between the parties hereto, are as set forth in the annexed appendices A and B hereto attached and made a part thereof; and the provisions embraced in Appendix C, D, E, F, G, and H, and are effective for the period from July 1, 2013 to June 30, 2017.

4. The parties hereto agree that the rules and regulations covering the relationship of the unit members to the Board of Education, including but not limited to unit member evaluation, discharge and discipline, transfer, sick leave, other leaves of absence, are as shown on the attached schedule made a part hereof; and marked Schedule B.

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

6. It is expressly understood and agreed by and between the parties hereto that this Agreement and the schedules attached hereto constitute the entire Agreement between the parties, and that it cannot be altered, changed or modified except in writing.

7. It is further expressly understood and agreed that this Agreement is subject to the provisions of ARTICLE XIV of the Civil Service Law of the State of New York.

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

9. The Employer and the Federation agree that changes in past practices or other policies which affect the terms and conditions of employment will be jointly agreed to by the Superintendent and the Federation. If agreement is not reached, the matter will be turned over to the Joint Study Council.

In the event there is disagreement as to whether an issue should be deemed a past practice, the matter will be grieved beginning at stage three of the grievance procedure.

10. Copies of this agreement shall be printed or otherwise reproduced at the expense of the Board and given to all unit members now employed or hereafter employed by the Board within two (2) weeks after its execution, or employment if that occurs later.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in triplicate.

BOARD OF EDUCATION  
MALONE CENTRAL SCHOOL DISTRICT  
FRANKLIN COUNTY  
NEW YORK

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
PRESIDENT, MALONE FEDERATION OF TEACHERS

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
SUPERINTENDENT

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION



**SCHEDULE A**  
**NEGOTIATION PROCEDURE**

SUPERINTENDENT of the MALONE CENTRAL SCHOOL DISTRICT  
AND  
MALONE FEDERATION OF TEACHERS  
AFFILIATED WITH  
NYSUT & THEIR NATIONAL AFFILIATES  
AS AMENDED BY AGREEMENT OF THE PARTIES  
DATED: July 8, 2009

Pursuant to Article 14 of the State Civil Service Law, the Board of Education of Malone Central School District hereby adopts the following agreement covering recognition of a unit member organization and methods by which negotiations shall take place with said organization.

**ARTICLE I – PROCEDURAL AGREEMENT**

This amended procedural agreement made and entered into this 8<sup>th</sup> day of July 2009, by and between the School Board of Malone Central School District (hereinafter referred to as the “Board”) and Malone Federation of Teachers, affiliated with the NYSUT AND THEIR NATIONAL AFFILIATES (hereinafter referred to as the “Federation” and/or “MFT”).

**ARTICLE II - RECOGNITION**

The Board, in order to recognize an organization as exclusive representative of teaching personnel, requires satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be in the form of a notarized statement verifying membership support of the Federation or written designations or payroll deductions as provided by the By-Laws. In the event of a challenge, the Board will proceed according to the regulations of the Public Employment Relations Board established under Article 14 of the Civil Service Law. Upon submission by the Federation to the Board of satisfactory evidence that the Federation does represent the majority of the professional employees in the District, the Board will recognize the Federation as the exclusive negotiating agent for all teachers, school nurses, school counselors, school psychologists, occupational therapists, physical therapists, occupational therapy assistants and physical therapy assistants employed by the District excluding the Superintendent, Assistant Superintendent, Business Manager, Principals, Assistant Principals, Substitutes, and Directors. The Federation shall submit to the Board by October 1<sup>st</sup> of each year a notarized statement of the active members of the Federation. This recognition shall continue in effect so long as the Federation’s active membership contains more than fifty (50) percent of the total employees in the negotiating unit.

**ARTICLE III - PRINCIPLES**

A. Professional Teaching Personnel: It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in the Malone Central Schools depends upon the maximum utilization of the abilities of unit members who are reasonably well satisfied with the conditions under which their services are rendered.

B. Right to Join or not Join: It is further recognized that unit members have the right to join or not to join the Federation, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

C. Rights of Minorities and Individuals: The legal rights inherent in the State Civil Service Law and in the ruling and regulations of the Civil Service Commission affecting certificated personnel and non-certificated school employees are in no way to be abridged by this agreement.

## **ARTICLE IV - AREAS FOR NEGOTIATION AND AGREEMENT**

This recognition constitutes an agreement between the Board and the Federation to reach mutual understandings in regard to matters related to terms and conditions of employment. The Board and the Federation recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Malone Central School District System. The Board recognizes that it must operate in accordance with all statutory provisions of the state and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes, and the Board cannot reduce, negotiate, or delegate its legal responsibilities except as permitted by law.

## **ARTICLE V – NEGOTIATIONS PROCEDURES**

A. Living Contract: Any term or condition of employment, other than salary, that either party wishes to address during the life of this Agreement, shall be dealt with in the following manner:

The issue shall be presented to the Joint Study Council for review. The JSC will only deal with one issue at a time.

If the matter can be resolved by the JSC, and it is jointly determined that there is no need to delete, add, or modify existing contractual language, or reduce or eliminate an existing benefit, or place an additional obligation upon the Malone Central Schools, the resolution of the matter by the JSC shall be reduced to writing as part of the minutes of the JSC. Should the JSC's determination alter established practice, or be contrary to the specific language of the contract, the written resolution of the matter shall be executed as a Memorandum of Understanding, as an addendum to the contract.

Should the JSC be unable to reach mutual agreement on the matter in question, or should the determination of the JSC be that it is necessary to alter or modify the contract in order to resolve the matter, the matter shall be referred to the Negotiation Committee, which shall be comprised of representatives appointed by the Malone Schools Board of Education and the Malone Federation of Teachers, respectively. In the event the matter is to be negotiated by the parties, such negotiations shall be conducted in accordance with the recognized provisions of applicable Civil Service Law (Taylor Law).

### Joint Study Council

The JSC shall be comprised of the Chief School Officer, three members of the Malone Central Schools Board of Education appointed by the Malone Central Schools Board of Education, the President of the Malone Federation of Teachers, and three members of the MFT appointed by the Representative Council of the MFT.

B. Opening Negotiations: Either party may, upon written notice to the other, no later than February 1 of any year of the Agreement, demand to open formal negotiations for a successor agreement. Upon this request, a mutually acceptable meeting date shall be set. All issues proposed for negotiation shall be submitted in writing by either party at the first meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

C. Negotiation Procedures: Designated representatives of the Board shall meet with representatives of the Federation for the purpose of engaging in principle-based negotiations in an effort to reach an agreement. Additional meetings shall be held as required until an issue(s) is resolved or an impasse is reached.

D. Exchange of Information: Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration during actual negotiating sessions.

E. The parties agree that during the period of negotiations and prior to reaching impasse or agreement, the proceedings of the negotiations shall not be released to the public or any news media unless such a release has the prior approval of both parties hereto.

F. Reaching Agreement: When agreement is reached covering the areas under negotiation, a proposed agreement shall be reduced to writing and submitted to the Federation and the Board for approval. Following approval by the Federation and by the Board, the Board will take such actions upon the recommendation(s) as are necessary to make them official.

G. Resolving Difference: If both parties are unable to reach agreement, they shall seek the services of the Public Employment Relations Board through the provisions of Section 209, Article 14 of the Civil Service Law. Any fees and expenses for such services will be borne equally by the two (2) parties.

## **ARTICLE VI – IMPLEMENTATION AND AMENDMENT**

This procedural agreement shall become effective upon its approval by the Federation and by the Board. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

Any individual agreement or arrangement heretofore or hereafter executed with any member of the negotiating unit represented by the Federation shall be subject to and consistent with the terms of this agreement.

MALONE FEDERATION OF TEACHERS  
AFFILIATED WITH NYSUT & THEIR NATIONAL AFFILIATES

DATE: \_\_\_\_\_

BY: \_\_\_\_\_ (L.S.)  
Its President Hereunto Duly Authorized

BOARD OF EDUCATION OF THE MALONE CENTRAL SCHOOL DISTRICT

DATE: \_\_\_\_\_

BY: \_\_\_\_\_ (L.S.)  
Its President Hereunto Duly Authorized

DATE: \_\_\_\_\_

BY: \_\_\_\_\_ (L.S.)  
Superintendent

**SCHEDULE B**  
**RULES AND REGULATIONS**  
**COVERING THE RELATIONSHIP OF THE UNIT MEMBERS TO THE BOARD**

**ARTICLE I – UNIT MEMBER ASSIGNMENTS**

A. All unit members shall be notified in writing as to assignments (grade and/or subjects) for the coming year. Unit members having assignments changed or added shall be notified in advance by the principal or director. Such notification should be given before the end of school in June, except in case of emergency (such as unit member leaving unexpectedly, an unpredictable change in enrollment, etc.) in which case notification shall be made as soon as it is determined that an assignment change is necessary.

B. All bargaining unit members shall be entitled to a thirty (30) minute duty-free lunch.

C. All bargaining unit members shall be entitled to a minimum of forty (40) continuous minutes of duty-free preparation per day. Duty-free preparation is exclusive of scheduled team or consultant preparation student advisory periods, and administrative assignments.

All unit members will also be entitled to a minimum of ninety (90) additional minutes of duty-free preparation time over a six (6) day cycle. These minutes will be provided in blocks never to be shorter than twenty (20) continuous minutes in duration. This additional time shall be used for collaborative planning, lesson development, grading, data entry, development of differentiated instruction strategies, to foster home-school connections, et.al. The District understands that some teachers may have less preparation time than others due to circumstances beyond the District's control. Within the constraints of scheduling and available staff the District will continuously strive to provide additional preparation time for those teachers.

Unit members will not be assigned to cover bus duties exclusive of unit members receiving paid stipends.

D. Bargaining unit members who teach in more than one building per day, shall be entitled to a maximum of thirty (30) minutes of travel per day.

E. Unit members' schedules will be developed in a manner which promotes equity in assignments. When the need arises for the assignment of a sixth section of instruction at the secondary level, every effort will be made to avoid assigning affected unit members a supervisory duty, exclusive of homeroom, for that school year. At no time will a unit member be assigned a seventh section of instruction.

F. Academic Intervention Services (AIS) shall be considered an academic assignment, carrying the same expectations as any other instructional duty. Specific parameters such as class size and building assignment shall be mutually determined by the parties.

G. President's Released Time: The President of the Federation shall perform his/her regular teaching assignments, however, all non-instructional duties will be suspended during his/her term in office subject to the approval of the Superintendent. Such time will be used for the purpose of improving communication and cooperation among the Federation, the Board, and the public at large. The Federation President will be allowed one (1) day per month free of teaching or supervisory duty to conduct Federation-District liaison work.

1. The Federation President may designate some other unit member to use this time in his/her behalf.
2. The Superintendent will be notified by the Federation President two (2) days prior to the use of this time by another unit member.

H. Mainstreaming: The parties agree that bargaining unit members shall participate in the development of IEP's, including but not limited to parent and/or teacher conferences held for the purpose of developing IEP's within the regular school day.

Should a change in the law mandate a role for unit members that is not required or permitted in this Article, the unit members will perform that role to the degree mandated while negotiations take place over the impact.

In the event of such a change in the law, both parties agree to meet and expedite the negotiations as much as possible.

I. Staff Reduction: For the duration of this contract, position cuts may occur as a result of:

- Decline in pupil enrollment
- Budgetary considerations

In the event either of these conditions occur:

1. Position cuts will be accomplished by voluntary retirements and resignations before a position will be cut that results in a layoff (e.g., if the number of positions eliminated is equaled or exceeded by the number of unit members leaving the system then no layoffs will occur.)
2. A position may only be eliminated if such action does not create a significant increase in class size in the department or area (e.g., K-6).
3. Positions eliminated that result in a layoff will be subject to the following:
  - a. The District will notify the union in writing by June 1 of its intention to eliminate positions. The notice will specify the positions to be eliminated.
  - b. Unit members who will be excessed because of the position cuts shall be given the opportunity to fill any present vacancy or position which becomes vacant up until the following September 1 for which they are certified or can become certified by September 1.
  - c. Staff reduction will be governed by the appropriate provision(s) of education law.
  - d. Excessed unit members who subsequently obtain certification in another tenure area shall be given first consideration for any openings which develop in their new area of certification.

Subsequent to the date the excessed unit member ceases to be employed by the District but within 60 days of that date, the District shall notify the excessed unit member by certified mail of the following obligation:

“It will be the responsibility of the unit member to advise the Superintendent of the receipt of any new certification(s).”

If the District complies with this notification requirement, it shall be absolved of its responsibility should the unit member fail to notify them of the receipt of certification(s) in a new area.

J. The staff workday will be a 7¼ hour day Monday through Thursday. On Friday the end of the unit member work day will coincide with student dismissal in consideration of the meetings, parent-teacher conferences, and after school study sessions that they participate in during the week. All unit members will have the same reporting and dismissal time within a building unless mutually agreed upon by the District and the Federation.

## **ARTICLE II – LONG TERM SUBSTITUTING**

A. **Excessed Unit Members**: For a period of six years, unit members who are excessed shall, in order of seniority, be given first opportunity at any long term substituting opportunities in areas for which they are certified. They shall receive salary and fringe benefits in accordance with this Agreement. The accumulation of long term substituting which results in the equivalent of one full year of teaching services will cause advancement as per Appendix A.

No such employee may begin a new assignment as a long term substitute until any existing assignment has been completed.

Any such employees availing themselves of such substituting opportunities shall retain recall rights to any full-time vacancy to which they may be entitled in accordance with education law.

Seniority shall be governed by the appropriate statutes and decisional law.

B. **Floating Substitute**: A maximum of one excessed unit member per year shall be employed by the District as a floating substitute. This provision will become effective and apply to unit members who are excessed after July 1, 1981. This position shall be offered each year to an excessed unit member in order of seniority. The failure of the employee to accept such employment within ten (10) days will cancel any and all claims to the floating substitute position.

1. The appointment to this position will be done on an annual basis.
2. After the initial appointment, the individual shall be reappointed if the prior service has been satisfactory as determined by the District.

If the individual filling this position should leave the position of floating substitute prior to the end of the school year, the person waives all rights to re-appointment as a floating substitute. This position will then be offered to the next excessed unit member in accordance with seniority.

By accepting the position of floating substitute, the employee does not sacrifice the right to recall to a full-time position or the right to a long-term substitute position to which his/her seniority may entitle him/her.

The floating substitute shall be available for work every day to substitute in areas assigned by the District and shall be accessible to phone contact until 9:00 A.M. on every school day.

The District will be obligated to use the floating substitute under the following circumstances:

- An absence in an area where the floating substitute is certified.
- An absence in an area where the floating substitute is not certified but where he/she can be utilized without violating the law and without jeopardizing health or safety such as in certain specialized areas. (If there is any logical basis for concern over health, safety or legal violation, then the Superintendent shall have sole discretion in making the determination.)
- The District has a professional duty to be performed where it is willing to assign the substitute.

If the employee elects to refuse a substituting assignment the District may deduct 1/180 of his/her salary for that day.

In all instances where openings are not available pursuant to bulleted items above, 1/180<sup>th</sup> of the salary shall be deducted from the individual's compensation.

Seniority shall be governed by the appropriate statutes and decisional law.

The only provisions of the agreement which apply to this position are:

1. Formal agreement #1 (Dues Deduction)
2. Formal agreement #2 (Agency Fee)
3. Formal agreement #5 (Legislative Action)
4. Formal agreement #7 (Civil Service Law)
5. Formal agreement #8 (Items Contrary to Law)
6. Formal agreement #10 (Copy of Contract)
7. Schedule A, Article II (Recognition)
8. Schedule A, Article IV (Negotiation and Agreement)
9. Schedule A, Article V (Negotiations Procedures)
10. Schedule B, Article I – F (Lunch)
11. Schedule B, Article IV – A (Sick Leave)
12. Schedule B, Article IV - B (Personal Leave)
13. Schedule B, Article IV – C (Public Obligation)
14. Schedule B, Article V – D (Equipment)
15. Schedule B, Article V – E (Relationship to the Board)
16. Schedule B, Article V – F (Professional Conferences)
17. Schedule B, Article V – H (Community Service)
18. Schedule B, Article VII – (Evaluation and Unit member Files)
19. Schedule B, Article IX (Grievance Procedure Limited to Items in This Section)
20. Schedule B, Article XI (Health Insurance)
21. Schedule B, Article XII – B (Tax Sheltered Annuities)
22. Appendix A (Co-curricular Schedule)
23. Appendix B (Coaching Schedule)
24. Appendix C (Side Letters of Agreement)
25. Appendix D (Personal Day Leave)
26. Appendix E (Memorandum of Understanding – Health Insurance)
27. Appendix F (Memorandum of Agreement – 403[b])
28. Salary. The salary will be in accordance with this Agreement.

29. The individual holding this position shall not be disciplined, reprimanded, reduced in rank or compensation, demoted, or have a contract terminated or otherwise be deprived of professional advantages without just cause during the term of his/her appointment.

### ARTICLE III - TRANSFERS

A. Vacancies and Voluntary Transfers: The Superintendent will create and maintain an up to date list of all known District vacancies, at all professional levels, to be posted internally in the main office, in the teachers' room in each school building, and by District email, for a period of no less than ten (10) school days before appointments can be made. (Unless this time limit is waived by the Union President or his/her representative.) This will occur as soon as possible as such vacancies occur and such a list shall be kept current. This list shall remain posted until the positions are filled. This list shall apply to all positions currently occupied by, or created to be occupied by, unit members.

1. Transfers within a member's tenure area:

- a. Unit members who have been granted tenure and have completed their third year of service with the Malone Central School District by the date a vacancy will be permanently filled, and who wish a transfer within their current tenure area or an area for which they had previously been granted tenure, shall file a written request indicating their desire for such change to the principal of the building to which they seek transfer and to the Superintendent. This request shall indicate the grade and/or position, subject desired, building, and qualifications for this position. Unit members yet to be granted tenure and/or who have yet to complete their third year of service with the District may also apply, but the decision regarding such a transfer shall be at the sole discretion of the District.

- b. Within three (3) weeks of the receipt of the written request for a particular position, the unit member will be advised in writing of the status of his/her request and the approximate date a decision will be made.

- c. Unit members currently employed by the District within the tenure area the vacancy is posted for or having previously been granted tenure within the area the vacancy is posted for, will be given consideration before external applicants are considered for the vacancies.

- d. Among internal candidates, where qualifications are relatively similar, seniority in the District will prevail among applicants.

2. Transfers Outside a Member's Tenure Area:

- a. Unit members who wish to transfer to a vacant position for which they are certified but have yet to receive tenure for shall file a written request indicating their desire for such change to the principal of the building to which they seek transfer and to the Superintendent. This request shall indicate the grade and/or position, subject desired, building, and qualifications for this position.

- b. Within three (3) weeks of the receipt of the written request for a particular position, the unit member will be advised in writing of the status of his/her request and the approximate date a decision will be made.



c. Unit members currently employed by the District but not holding tenure within the area of the vacant position may or may not be given first consideration. Unit members will always be granted an interview but will have no advantage over other applicants except in cases whereby the applicant's position has been abolished or is at risk of being abolished. In such cases, the unit member shall be granted the vacant position or another available position they are certified for.

d. District seniority shall be considered, but may not be the deciding factor when multiple applicants for internal transfers are applying for positions they have yet to be granted tenure for.

B. Involuntary Transfers: Involuntary transfers may occur if necessary because of budgetary limitation, declining enrollment, increasing enrollment, program abolishment.

An Involuntary Transfer is when a staff member is reassigned to:

- another building
- another grade level within the same building
- another grade level in another building
- another subject in the same building or another building
- another certification area which is vacant and the unit member is certified or can obtain certification within the school year

Without the consent of the staff member, involuntary transfer will be based on least seniority in the District.

C. Position Abolishment: A tenured unit member whose position has been abolished will have the ability to transfer to another position for which he/she is certified based on his/her seniority within the District. A teaching position that is abolished will mean that a program which was serviced by Malone Central School teaching staff is no longer in existence or is being filled by an outside agency (i.e. BOCES). Therefore, the Malone Central School District staff member cannot be assigned to his/her previous position in the coming year.

D. When an Involuntary Transfer is to Occur the Following Procedures are to be Followed:

1. Volunteers will be sought to transfer.
2. A list will be assembled of all employees affected by: a program abolishment, a transfer of an entire grade level (i.e. kindergarten to Davis School), a transfer of a class or a grade to another building, the elimination of a grade or class from a building.

This list will be prioritized by in-District seniority. These staff members (by order of seniority) will have the first opportunity to choose from those positions available in the District (i.e. not presently occupied by a teaching staff member).

3. If the move is into a building that is new to that area (i.e. kindergarten to Davis School), then those staff members moving will retain seniority in the old building of assignment as well as starting a new building seniority. This will last no longer than 24 months and will end if the grades or unit member leaves the new building prior to the 24-month period.

4. When all the staff members involved in step 2 have made their decisions and if vacancies still occur, then those positions will be filled by voluntary in-house-building rearrangement. When in-house-building rearrangement occurs and two or more people wish the same position, seniority within the District will prevail.

5. After in-house-building rearrangement occurs, any vacant positions will be posted District-wide. When two or more staff members wish the same position, then District-wide seniority will prevail.

Any staff member who, as a result of this process, is transferred despite his/her opposition to such a transfer, may list (with the Superintendent) any positions for which he/she is certified and he/she shall be placed in the first position that becomes vacant if he/she so desires.

E. Seniority: Transfers awarded on seniority will be based on District Seniority. However, for the purpose of transfers, members with more seniority in the tenure area of a vacant position will be considered more qualified for said position.

- District Seniority (seniority in the District/District-wide seniority) will mean the amount of time a unit member has been employed within the Malone Central School District.
- Tenure Seniority will mean the amount of time a unit member has been employed in one tenure area within the Malone Central School District.

## **ARTICLE IV – LEAVES OF ABSENCE**

A. Sick Leave: Unit members shall be granted cumulative sick leave for personal illness at a rate of twelve (12) days per year, to a maximum of 240 days, beginning with the first day of such illness, without the loss of pay. None of the accumulated days shall be used for other than personal or family illness, except as provided in subdivision (B) and (C) of this section.

Unit members may use all available sick days, to be taken from accumulated leave, for family illness. For the purpose of this sub-division, family illness shall be deemed to mean illness of spouse, child, parent, parent-in-law, brother, sister, grandparents, grandchild, sister-in-law, brother-in-law or of a person permanently residing in the home of the unit member (other than a roomer, boarder or employee of the unit member), and all other persons as authorized by the Superintendent. Unit members shall be granted ten (10) days of leave to be taken from accumulated leave, for death of a member of the family. For purposes of this sub-division, members of the family shall include spouse, child, parent, parent-in-law, brother, sister, grandparents, grandchild, sister-in-law, brother-in-law, or a person permanently residing in the home of unit member (other than a roomer, boarder or employee of the unit member), and all other persons as authorized by the Superintendent.

Any unit member, upon written request, shall be granted sick leave for a period of one (1) year without pay. Such a request must be accompanied by a doctor's affidavit.

B. Personal Leave: Each unit member shall be allowed up to five (5) days of unrestricted personal leave each school year without the loss of pay. All five (5) days shall be with no use restrictions. On any given day, not more than twenty-five (25) bargaining unit members shall be absent on the same day as a result of personal leave absences, though exceptions to this rule may be considered in cases where personal

business requires specific time and/or date obligations. Approval of personal leave requests shall be based on the order the requests are date and time stamped by the appropriate principal, or principal's designee, and subsequently forwarded to the Superintendent's office.

Except in cases of emergency, the unit member requesting the leave will give the appropriate principal written notice of his/her intention to take this leave at least two (2) days in advance of the date he/she proposes to be absent.

Personal leave shall not be cumulative, but shall be added to cumulative sick leave if such leave is unused at the end of the school year.

C. Public Obligation: Unit members shall be granted such leave with full pay in order to perform jury duty, appear in court, or perform other legally required duties. All such leave shall be subject to the approval of the Superintendent. Such leave shall not be charged against sick leave or personal leave. No such leave shall be granted for a unit member's appearance in court when charged with a felony, misdemeanor, or infraction, but leave for the reasons specified in this sentence may at the unit member's option be charged to his/her personal leave.

D. Military Leave: Unit members who are called into active duty shall not lose any rights or privileges while in service. They shall, upon return, be placed on that salary step they normally would have held had they not been called.

E. Graduate Study: A tenured unit member, upon request, shall be granted a leave of absence, without pay, for graduate study for a period of one (1) school year. Such request must be made prior to June 1<sup>st</sup>, of the school year preceding that for which leave is requested, except for extenuating circumstances as determined to the satisfaction of the Superintendent. He/she shall, upon return, be paid the salary he/she normally would have, had he/she not been on leave. The unit member shall notify the Board of Education of his/her intention to return by June 1<sup>st</sup>. No more than one (1) unit member shall be granted leave from any one department or grade at any one time.

F. Maternity Leave: The Board will treat any absence caused by maternity as a disability leave to the extent that it is approved by the unit member's personal physician, subject to consultation with the physician of the Board of Education.

G. Extended Leave: In the case of any extended leave of absence, other than military leave or maternity leave, the unit member shall notify the Superintendent on or before April 1<sup>st</sup> of his/her intention to continue his/her employment by the District. Failure to give such notice, unless excused by the Superintendent or the Board, shall be sufficient cause for termination of employment.

Although granting of an extended leave is discretionary with the Superintendent, such a request shall not be unreasonably withheld. The second year will cause no increase in salary.

H. Sick Leave Pool: In the event that a unit member has been subject to unnecessary hardship as a result of illness caused by sickness, accident, etc., the Superintendent shall exercise the following policy:

A sick leave pool, consisting of 200 days per school year, shall be made available by the Board to members making application therefore, for the purpose of extending the number of sick days allowed to such unit member, subject to the following:

- A committee composed of three (3) faculty members appointed each September by the President of the Federation and three (3) Board and/or administration personnel, or a combination appointed by the Superintendent, shall administer the sick leave pool.
- As soon as practical after appointment, the joint committee shall establish and make known to the unit members, rules and regulations to govern the procedures to be followed by the committee so as to establish so far as possible, a uniform course of conduct.
- A unit member that has made application for sick leave days from this pool must meet the following conditions:
  1. He or she shall have exhausted his or her sick leave.
  2. Meet with the committee at its convenience to determine if such application will be approved unless the committee dispenses with such a meeting.

## **ARTICLE V – PROFESSIONAL PARTICIPATIONS**

A. Curriculum: The Federation may submit on its own initiative or upon the request of the Superintendent and/or the Board its recommendation for innovations and modifications of the school curriculum.

The District and the Federation recognize that teachers possess the necessary expertise required to select curricular materials, and that before implementing changes to curriculum, all impacted teaching staff shall have a meaningful say in the adoption of new curriculum. Selection of new curriculum (including, but not limited to, adoption of textbooks, workbooks, programs, technology, or other instruction materials) must first involve the District’s Curriculum Network, made up of the Superintendent (or his/her designee) and all Subject and Grade Level Coordinators. The Curriculum Network will be responsible for reviewing potential curricular changes and will make their recommendations to the District and all impacted teachers. The final decision on adoption of new curriculum must involve all teachers affected and those teachers must reach consensus in order to move forward with the recommended curricular changes. Consensus shall be regarded as general agreement --- not necessarily unanimity.

B. Class Size Advisory Committee: The following areas have been mutually agreed upon by the class size committee.

1. Examination of Research and Literature: The class size committee has reviewed and discussed the current literature on class size. While it is our conclusion that smaller classes can have a positive influence on the educational process and that there is a maximum class size in a given educational setting, the research provides no clear cut guidelines for determining an “optimum” class size which covers all types of students and grade levels.
2. Specific Recommendations:
  - a. Every effort will be made to affect load leveling district wide at all grade levels.
  - b. Solutions for individual class size problems should first be explored at the building level through normal channels. If a solution cannot be reached between the unit member and the administrator at that level, the problem will be reviewed by a Standing District Committee of six people.

3. The Function of the Class Size Committee:

a. The informal search for a solution to a class size problem at the building level should be somewhat flexible in terms of time restrictions; however, even allowing for individual building differences, ten school days from the time an administrator is notified should be considered a reasonable length of time for a solution to a class size problem at this level.

b. In the event that a class size problem is not solved to the mutual satisfaction of both parties within the ten-day period, it is the responsibility of the individual unit member and administrator to contact their three committee representatives and to convene a meeting of the Standing District Committee. The meeting will be convened within three school days of the contact notification.

c. The Standing District Committee will include three members of the administrative staff and three members of the teaching staff, all of whom will be appointed on a yearly basis by their respective groups. To assure continuity on the District Committee, the terms of the initial six members will be one, two, and three year appointments. Thereafter, all appointments will be for two years. Involved parties in class size problems from any building will be excluded from the Standing District Committee.

d. The responsibility of the Standing District Committee will be to consider each class size problem presented and to recommend a solution for each problem to the Superintendent of Schools. The recommendation from the committee will be forwarded to the Superintendent within three school days from the time the committee first reviews the problem. The recommendation will include a statement of the problem and the criteria used in arriving at the solution.

e. In the event that the committee does not reach a unanimous decision, the following procedure will be used:

- a minority/majority report can be presented to the Superintendent, or
- multiple solutions may be forwarded for the Superintendent's consideration.

f. The Superintendent will notify each party as to his/her decision within three school days from the time the recommendation of the committee is submitted to him/her.

g. The process of the Standing District Committee does not run concurrently with the grievance process, nor does it supplant it. In the event that the Superintendent's decision is not satisfactory, the unit member has the option of beginning a grievance at Stage II.

h. Any changes in the process for the resolution of class size problems as they are stated here will be by mutual consent. "Mutual consent" here shall be interpreted as either the consent of the committee as a whole or by the process of negotiation.

i. In addition to the Standing District Committee, an Elementary Class Size Committee and Secondary Class Size Committee shall meet annually. The Elementary Committee will be comprised of three (3) elementary unit members and three (3) elementary administrators, appointed by their respective groups. The Secondary Committee will be comprised of three (3) secondary unit members and three (3) secondary administrators, appointed by their respective groups. (Any unit member that is a part of the Standing District Committee will

automatically be one of the members assigned to the appropriate committee.) The Elementary Committee will meet annually in June and the Secondary Committee will meet annually in August to review class sizes across the District and make recommendations for solutions to class size problems/inequities.

C. Professional Advancement Committee:

1. The Board of Education will provide, in each year of the contract, \$14,000 annually for the awarding of grants for Professional Advancement. These grants are for full-time members of the Malone Federation of Teachers and are above and beyond anything else the District might provide during the school year.

The areas of payments are as follows:

- Tuition
- In-service Programs
- Conference – Curriculum Development

All applications will be on a form developed by the MFT, and handed out by the MFT Building PAC Representatives. The applications will be returned to the PAC Chairperson and processed for consideration by a committee of PAC Building Representatives.

The committee will review all applications and award the monies. The vote of the committee is final unless it is a tie. In the event of a tie, the Executive Board of the MFT will make the decision.

2. The District will provide \$5,000 annually to be used in the following areas:

a. Building Committees: The faculty in each building will decide on the type of unique building level projects they will pursue. This will be done through a consensus of the teaching faculties in each building. This decision will be made by January 15 of each year.

Each building will determine the size of its building committee. However, the committee must include the building administrator(s) and at least 3 representatives of the MFT. Members of the committee may be elected or volunteer as determined by their respective building faculties.

The Building Committee may then apply to the Professional Advancement Committee for funds for faculty training and other expenses related to the operation of the building committees.

b. Mini-Grants: These mini-grants are to be used for the purchase of materials, equipment or training which goes beyond the normal funding levels covered under the existing Professional Advancement guidelines.

These Mini-Grants will be considered on an individual basis. Applicants will be asked to attend Professional Advancement meetings to provide an explanation of the project and a description of the benefit to the District.

These grants must be used to enhance teaching in the District. They may not be used to obtain an advanced degree in teaching or administration.

A maximum of two Mini-Grants will be granted for each semester (summer, fall, spring).

The Board of Education will have final approval in the granting of the monies as stated by law.

D. Equipment and Materials: Unit members may be provided with equipment and materials as deemed necessary by the individual unit members and their immediate supervisors subject to budgetary limitations, the approval of the Superintendent and the Board of Education.

E. Relationship to the Board of Education: All communications, dialogue, discussions and correspondence initiated by the professional employees of the Federation relating to the terms and conditions of employment, the school program, including the use, development, construction or repair of buildings and facilities, the curriculum or any changes therein, the purchase or use of equipment or supplies, shall be submitted to the respective school principals, and by them to the Superintendent, and by him/her to the Board.

F. Professional Conferences:

1. Unit members who are designated by the Federation to attend conferences of the NYSUT or their national affiliates, and other professional conferences, shall be granted such leave with pay as is necessary to discharge their obligations to such conferences, but must have the Superintendent's approval. Such leave shall not be charged against sick leave or personal leave.
2. Unit members may also be excused to attend educational visitations, conferences, trips or meetings without loss of pay or charge against sick leave provided the principal and Superintendent approved such absence in advance.
3. One or more days each semester may be set aside for department meetings and/or school workshops to improve communications and competence within each department of each school, with approval of the Superintendent and Board of Education.
4. Request for reimbursement for attendance at such conferences shall be filed with the Superintendent on forms approved by the Board along with supporting receipts and other pertinent documents. Mileage reimbursement for transportation by personal automobile will be made at the current rate paid by the District within budget limitations.
5. Early dismissal for the purposes of holding parent conferences at the elementary level (K-5) will occur at the ten (10) and thirty (30) week marking periods.

G. Inservice Education: The Board will provide at least two (2) inservice educational courses per school year and will be advertised to unit members by way of District email and MyLearningPlan (or its equivalent). These courses will be initiated and approved by a committee of the Federation and by the Superintendent. The costs of administering these courses will be shared equally between the Board and the Federation. It is understood that the cost of the Board's participation shall not exceed \$500 per school year.

Inservice credit for purposes of salary increases will be granted by the Board of Education.

In the best interests of conserving unit member time and money, prior approval of inservice courses should be obtained from the Superintendent, or his/her designee. Criteria for such credit may be proposed by the Federation and submitted to the Superintendent, or his/her designee, for consideration. Thirty (30) hours of class time equals 3 credits.

No similar inservice training may be used for credit more than once.

Inservice credit hours shall be counted as credit beyond a Bachelor's Degree plus 30 college hours in administering the salary schedule.

H. Community Services: Unit members may become engaged in activities, programs, etc., sponsored by community clubs or organizations. The unit member shall have the right to accept or refuse any requests for his/her services.

I. School Improvement Committees: MFT members will participate in building-level and District-wide school improvement committees as provided for in the Malone Central School District Shared Decision Making Plan as first adopted on December 15, 1992 and reviewed biennially thereafter in accordance with rules of the Commissioner of Education.

## **ARTICLE VI – COORDINATION OF INSTRUCTIONAL SERVICES**

A. District-wide coordination and support will be ensured by monthly meetings conducted by the Assistant Superintendent with the Subject Coordinators and Grade Level Coordinators. Special Education coordination and support will be ensured by monthly meetings conducted by the Director of Pupil Personnel with the Special Education Coordinators. Minutes of all meetings will be recorded and filed in the office of the Assistant Superintendent.

B. SUBJECT COORDINATORS [30] will coordinate the development and implementation of curriculum by subject areas as suggested by local and State standards, assessments, and syllabi. The PK-12, 6-12, 6-8 and 9-12 Subject Coordinators will also be instrumental in development of the annual District budget. These coordinators will be appointed in the grade-level and subject areas of:

1. PK-12: Art, Guidance, Health, Library, Music, Health Services, Instructional Technology, Occupational Therapy, Physical Therapy and Speech Therapy
2. 6-12: Business, Family and Consumer Sciences, and Technology
3. 6-8: Language Arts, Languages other than English, Mathematics, Science, Social Studies, Special Education
4. 9-12: Language Arts, Languages other than English, Mathematics, Science, Social Studies, Special Education
5. PK-5: Language Arts, Mathematics, Science, Social Studies, Special Education



PK-12, 6-12, 6-8 and 9-12 Subject Coordinators will initiate meetings as needed with the unit members of their respective subjects, and they will participate in meetings with the Assistant Superintendent, if PK-12, or with the secondary administrators, if 6-12.

PK-5 Subject Coordinators will initiate meetings as needed with the PK-5 grade-level coordinators, and they will participate in meetings with the elementary administrators. They will also meet, as necessary, with their 6-8, 9-12, 6-12 or PK-12 counterparts.

Physical Education coordination will occur through the Director of Physical Education and Athletics, who will participate with other PK-12 Subject Coordinators.

Special Education, Remediation, and Related Services will be coordinated through the Director of Pupil Personnel Services who will also participate with other PK-12 Subject Coordinators.

Computer instruction will be coordinated by the Instructional Technology Coordinator, who will participate as a PK-12 Subject Coordinator and as an ad hoc member of all curriculum committees as needed. The Instructional Technology Coordinator will work 10 additional days beyond the normal contract year, exclusive of Extended Work Year.

C. GRADE-LEVEL COORDINATORS: [8] will coordinate grade-level activities (e.g. field trips, speakers, grade reporting, assessments, etc.) and budgets – including requisitions and inventory. They will meet with the PK-5 Subject Coordinators and as needed with their respective grade-level unit members. Grade-level coordinators will meet, at least quarterly, with the elementary administrators to review activities and discuss issues relevant to their responsibilities.

D. DURATION OF APPOINTMENTS: All appointments of Subject Coordinators and Grade-Level Coordinators will be for a two-year term initially, with annual one-year extensions to follow at the recommendation of the Superintendent.

E. TEACHING LOAD: All unit members who are Coordinators will carry a teaching load comparable to others in their department at their respective grade levels. Coordinators may be relieved of extra-duty assignments when possible, as determined by the building administrator.

F. RELEASE TIME: From time to time, with approval of the Superintendent, Coordinators may require a substitute for all or part of a day to provide time to carry out assigned responsibilities. Through an early dismissal of students, the District will provide two (2) to four (4) half-days in each year to allow the instructional staff to meet for an extended period of time to cooperatively develop curriculum and assessment materials.

G. TRAINING: Within a reasonable time from the date of appointment of Coordinators, training will be provided relevant to the responsibilities and authority of each position. The training session will not exceed one day's duration, and shall be conducted outside the instructional day.

## **ARTICLE VII – UNIT MEMBER EVALUATION AND UNIT MEMBER FILES**

### **A. Unit Member Evaluation:**

1. Observation of unit members will be conducted in accordance with the process outlined in the APPR Memorandum of Agreement signed by the District and the Federation, and will remain unchanged unless mutually agreed upon by the District and the Federation. (Any unit member not covered under APPR legislation will be evaluated using the APR evaluation tool mutually agreed to prior to the current APPR legislation.)
2. The purpose of each observation is to evaluate the individual unit member and to identify problems that need to be corrected. At the end of each school year, a unit member's strengths and weaknesses shall be discussed at their summative evaluation conference.
3. The unit member shall be informed of the purposes of these observations and the procedure to be employed by the observer.
4. Annual written evaluations and/or recommendations for improving instruction shall be on file and available to the unit member.
5. All monitoring or observation of the work performance of a unit member shall be conducted openly with full knowledge of the unit member. The majority of unit member observations shall be scheduled; however, impromptu visits may take place at the administrator's discretion.
6. Observations shall be made by the Superintendent, Assistant Superintendent, Director of Instruction, Director of Pupil Personnel Services, Principal, Assistant Principal, and Director of Physical Education and Athletics.
7. Within ten (10) working days of the observation, the observer shall meet with the unit member to discuss the observation. The observer shall submit a written evaluation of the observation to the unit member and to the principal. The principal will then forward the observation to the Office of the Superintendent to be kept on file. The unit member shall have the right to rebut in writing this evaluation which will become part of the record.
8. Unit members will be given a written copy of the supervisory reports of visits.

### **B. Unit Member Files: Official unit member files in a school shall be maintained under the following conditions:**

1. No material derogatory to a unit member's conduct, service, character or personality shall be placed in the files unless the unit member has had the opportunity to read the material. The unit member shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident, which has not been reduced to writing and provided to the unit member within ten (10) days of its occurrence exclusive of the summer vacation period, may not later be added to the files.
2. The unit member shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

3. Upon request by the unit member, he/she shall be permitted to examine his/her files and the unit member may elect to have an additional witness of his/her own choosing.
4. The unit member shall be permitted to reproduce any material in his/her files.
5. Material shall be removed from the file if a unit member can show that:
  - It is inaccurate.
  - The person recording the information for the file was not in an appropriate position to make the judgment which has been placed in the file.
  - The material is shown to be misleading. Then such material will be rewritten and placed in the file.

The administrator's value judgment of unit member performance itself cannot be challenged for removal from the file if it is placed in compliance with the above.

6. Material not contained in the official folder may not be used against the unit member in any disciplinary action.

### **ARTICLE VIII – DISCHARGE AND DISCIPLINE OF UNIT MEMBERS**

A. Non-Tenure Unit Members: Non-tenure teachers shall be notified of termination of employment not later than March 1<sup>st</sup>, except for the year of tenure appointment, when the teacher shall be notified not later than February 1<sup>st</sup>.

B. Non-Tenure and Tenure Unit Members:

1. A teacher shall be given the opportunity of having a representative of the Federation present at a conference requested by the administration if the teacher believes he/she may have been discriminated against or deprived of monetary or professional advantage for any alleged infraction of rules or other alleged delinquency in professional performances.

2. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, or have a contract terminated, or be otherwise deprived of any professional advantage without just cause. 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.

C. Fair Dismissal Procedure:

1. No employee shall be dismissed except for just cause.

2. 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 between the immediate supervisor, the employee and his/her Federation representative for the purpose of improving his/her performance in order to continue his/her employment.

3. Following such a conference, if the Board still determines that the employee should be dismissed, it will give said employee a minimum of thirty (30) days written notice. The notice will specify the reasons for dismissal.

## ARTICLE IX – GRIEVANCE PROCEDURE

A. Purpose: WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its unit members is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and the Federation are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies.

B. Definitions:

1. Board of Education shall mean the total elected Board of Education of the Malone Central School District.
2. Federation or MFT shall mean the membership of the Malone Federation of Teachers.
3. Grievant shall mean a unit member with a grievance and/or the MFT acting on behalf or in place of an individual or group.
4. Grievance shall mean a dispute between an employee (and/or MFT) and the District concerning the interpretation or application of any terms of this Agreement.
5. Party of Interest shall mean any party named in the grievance except the aggrieved party.
6. Formal Procedure shall mean any part of the formal procedure described in this proposal involving the Federation acting on behalf of the Federation or a member of the unit in the matters of grievances.
7. Full Statement shall mean a written grievance that includes the name and position of the aggrieved party, the time, place, and nature of the alleged events or conditions constituting the grievance, the identity of the party responsible, if known, for causing the grievance, and the redress sought.
8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.
9. Day shall mean a day when school is in session.

C. Procedures:

1. If any provision of this grievance procedure or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the

extent permitted by law, but all other provisions or applications shall continue in full force and effect.

2. All decisions under the formal procedure shall be rendered in writing, and shall include findings of fact, conclusions and supporting reasons therefore, and submitted promptly to the unit member and the Federation.
3. If a grievance affects a group of unit members and/or appears to be system-wide, in more than one school, it may be submitted by the Federation directly at STAGE II.
4. No interference, coercion, restraint, discrimination or reprisals of any kind will be taken by the Board of Education, or any member of the administration against any person for his participation in a grievance matter.
5. Whenever possible, the normal school day activities will not be interrupted by the preparation and processing of grievances and every effort will be made to avoid the involvement of students.
6. Forms for filing grievances and other necessary documents will be jointly developed by the Superintendent, or his designated representative, and the Federation with the approval of the Board of Education. The Superintendent, or his designated representative, shall then have them reproduced and distributed.
7. Each party shall be responsible for maintaining its own grievance record(s).
8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
9. All proceedings shall be confidential other than informal reports to the members of the unit and Board of Education, until such time as the grievance is concluded.

D. Time Limits:

1. The time limits specified for either party may be extended only by mutual agreement.
2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance shall be discontinued and further appeal shall be barred.
3. The failure to communicate a decision within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
4. If an employee (and/or MFT) does not file a grievance in writing within forty-five (45) days after the employee (and/or MFT) knows or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. A dispute as to whether a grievance has been waived under this paragraph can be construed to be a grievance.
5. In the event a grievance is filed on or after May 1, the time limits set forth herein shall be reduced by 20% or as otherwise mutually agreed upon, so that the grievance procedure except at Stage IV may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

E. Formal Procedure:

1. Stage I: Immediate Supervisor and/or Principal

- a. A member of the unit having a grievance (or his/her representative) will discuss it with his/her immediate supervisor (principal or director); the objective will be to resolve the matter informally.
  - 1.) The immediate supervisor shall render his/her decision within five (5) days of the informal discussion.
  - 2.) A unit member submitting his/her grievance though his/her representative may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, a full statement shall be presented in writing to the immediate supervisor. Within five (5) days after the receipt of the written grievance, the immediate supervisor will render a written decision to the aggrieved unit member, his/her representative and the President of the Malone Federation of Teachers.

2. Stage II: Superintendent and/or his/her Designated Representative of the Malone Central School District

- a. If the aggrieved decides that the grievance is valid, he/she shall file a written appeal to the Superintendent and/or his/her designated representative within five (5) days after the aggrieved has received the written decision of the immediate Supervisor and/or Principal.
- b. Within five (5) days after the receipt of the appeal, the Superintendent and/or his/her designated representative shall hold a hearing with the aggrieved and/or the representative and other Parties of Interest.
- c. The Superintendent and/or his/her designated representative shall render a decision in writing within five (5) days after the conclusion of the hearing to the aggrieved, the representative, and the Federation President.

3. Stage III: Board of Education

- a. If the aggrieved is not satisfied with the decision at STAGE II he/she or his/her representative will file an appeal in writing with the Board of Education within ten (10) days after receiving the decision at STAGE II.
- b. Within ten (10) days after the receipt of the appeal, the Board of Education shall hold a hearing with the aggrieved and/or his/her representative and all other Parties of Interest on the grievance. The hearing shall be conducted in executive session of the Board of Education.
- c. Within ten (10) days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance to the aggrieved, his/her representative, and the Federation President.

4. Stage IV: Arbitration

- a. After such hearing, if the aggrieved and/or the Federation are not satisfied with the decision at STAGE III, and the Federation 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 ten (10) days of the decision at STAGE III.
- b. Within ten (10) days after such written notice of submission to arbitration, the Board of Education and the Federation shall agree upon a mutually acceptable arbitrator 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 from said arbitrator to serve within the specified period, 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.
- 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 issues.
- 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 submitted to the Board of Education and the Federation and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this agreement.
- f. The costs for the service of the arbitrators including expenses, if any, will be borne equally by the Board of Education and the Federation.

**ARTICLE X - RETIREMENT**

A. Unit members who retire from the Malone Central School District shall be paid an additional \$1,000 for the last year of teaching, if the intent to retire is declared to at least six (6) months prior to the date of retirement. This \$1,000 increase is in addition to any other raise they may receive through negotiations and will be paid to them within 60 days of notification.

A retiring unit member may be eligible for a Special Longevity Allowance provided that:

1. The individual is currently serving in the District's public schools.
2. The Special Longevity Allowance may be paid either prior to July 30 of the school year in which the retirement occurs or on January 15<sup>th</sup> of the following year based on agreement among the Superintendent, the retiree and the union.

3. The Special Longevity Allowance will be calculated as follows:

- \$500 for year before retirement
- \$500 for year of retirement
- \$200 for each year of service in the District

4. Cumulative Sick Leave Allowance will be calculated as follows:

\$20 for each day of unused sick leave up to a maximum of 210 days.

Unit members will be allowed to accumulate 240 days of sick leave. However, only a maximum of 210 days can be used in calculating the Cumulative Sick Leave Allowance.

#### B. Retirement Incentive

Upon retirement, unit members will be paid a retirement incentive, according to the following conditions:

1. The member must be retiring within the two-year period commencing with his/her first date of eligibility without penalties imposed by the Retirement System.
2. The member must have completed at least 10 years of full-time service in the District by the date of retirement.
3. To be eligible for the retirement incentive, members who will retire must notify the Superintendent of their intention no later than 105 calendar days prior to the effective date of retirement.
4. Individuals' payments shall be calculated by multiplying \$139. by the number of unused sick days available on the date preceding the effective date of retirement, up to a maximum of \$29,000.
5. Payment will be made within 30 calendar days after the retirement date, based on agreement among the Superintendent, the retiree, and the MFT.
6. Individuals electing this retirement incentive will not be eligible to receive the retirement payment in accordance with provisions of Part A of this Article.
7. In the event that an employee who has submitted a notification to retire dies prior to receiving payment under this agreement, any monies due the retiree as a result of this agreement shall be paid to the designated beneficiary, or to the estate of the retiree.



## ARTICLE XI - INSURANCE

A. Health Insurance: Coverage for active unit members shall be provided through the present health insurance plan. Choice of which plan to enroll in will be entirely at the discretion of the unit member. Any unit member hired on or after May 1, 2014 must enroll in the PPO-J Plan, if eligible to enroll in health insurance. Unit members will be responsible for paying the following amount(s), divided into equal increments over the course of each year's salary schedule, for Individual, Superfamily, or Family coverage:

<u>Year</u>	<b>CLASSIC BLUE INDEMNITY</b>			<b>PPO-J</b>		
	<b>Individual</b>	<b>Superfamily</b>	<b>Family</b>	<b>Individual</b>	<b>Superfamily</b>	<b>Family</b>
2013-14	\$259.15	\$343.10	\$686.20	N/A	N/A	N/A
2014-15	\$427.20	\$566.00	\$1,132.00	\$225.72	\$299.03	\$598.05
2015-16	\$452.84	\$599.95	\$1,199.90	\$239.25	\$316.97	\$633.93
2016-17	7% of premium			3% of premium		

The Malone Central Schools Board of Education has ratified the Memorandum of Understanding between the local unions and the employer representatives of the school Districts which are members of the F-E-H Health benefits Consortium. Said memorandum is included as appended to this contract.

- B.
1. A staff member, who is covered under the Malone Central School District health plan or is covered by another health plan offered by an entity other than Malone Central School District, may voluntarily forego having the District's coverage.
  2. A unit member electing not to participate in the health insurance plan shall receive an annual buyout equaling \$3,500 paid no later than February 1 and August 1 of each year in checks separate from a normal payroll check. Unit members must provide documentation of alternative health coverage, and unit members who receive coverage within the Consortium as part of a Superfamily, shall not be eligible. Unit members who elect to receive a buyout shall not contribute to the health insurance plan.
  3. If for any reason the employee is no longer covered by the outside health insurance policy (i.e. spouse becomes unemployed, death of spouse, divorce, etc.) the District agrees to cover the MCSD employee immediately under the District's health plan, waiving any waiting period.

C. Health Insurance for Retirees: To be eligible for Health Insurance for Retirees the unit member must have completed at least ten (10) years of full time service in the District by the date of retirement.

For retired unit members age 65 or over, primary coverage will be provided through Medicare. The District shall pay 100% of the secondary coverage premium cost for individual coverage under the present health insurance plan and 35% of the difference between the individual and family premium for family coverage.

For retired unit members under the age of 65, primary coverage will be provided under the present health insurance plan. The District shall continue to pay 50% of the premium cost for individual coverage and 35% of the premium difference if the unit member elects family or superfamily coverage consistent with existing payroll practices. Effective July 1, 2007 the District will apply for those retirees who retired on and after July 1, 2003, the following dollar credits to reduce the premium costs: Individual - \$1,500/Family - \$2,600.

These eligible retirees shall only be entitled to either a credit for individual or family coverage. These credits are not cumulative.

The effective retirement date, as it relates to the provision of contractual health insurance benefits, shall be consistent with the interpretation and application by TRS and ERS, whichever is applicable.

For example, a member who submits a resignation for purposes of retirement with an effective date of April 30 shall be treated as follows:

Active employees status for the entire month of April, retiree status commencing on May 1.

For example, a member who submits a resignation for purposes of retirement with an effective date of May 1 shall be treated as follows:

Active employee status for the entire month of April, retiree status commencing on May 1.

For example, a member who submits a resignation for purposes of retirement with an effective date of May 2 shall be treated as follows:

Active employee status for the entire month of May, retiree status commencing on June 1.

For example, a member who submits a resignation for purposes of retirement with an effective date of May 15 shall be treated as follows:

Active employee status for the entire month of May, retiree status commencing on June 1.

Status of the bargaining unit member shall determine if they are required to pay the contractual contribution for health insurance as an active employee or retiree; and

The District shall notify the employee, in writing, of their status based on the submitted date of resignation for purposes of retirement and shall make any adjustments to payroll deductions, if necessary, commencing with the first available payroll after notification through the last possible payroll prior to retirement.

If legal changes to Medicare mandate a change in this coverage the District will continue to reimburse at the same rate as if Blue Cross/Blue Shield were responsible for secondary coverage.

D. Dental – Optical Insurance: The Board will provide coverage for Dental-Optical plan at an amount of \$35,000. for each contract year.

First time family enrollment must be made by September 30 of that year on their enrollment card and submitted to the Business Office. Once enrolled in the Family Plan the unit member must notify the Business Office in writing of his/her desire to terminate Family coverage by September 30 of any given year.

The plan in use will be one which is mutually agreeable to the Board and the Federation. Preference will be given to the present plan in effect in the 1990-91 school year. The Dental-Optical plan may be changed only by mutual consent of the two groups and only for equal or improved coverage. The administration of the plan will be by the District.

It is intended that all members will be provided with:

- Individual..... 100% of the individual cost
- Family.....The remaining funds will be divided to provide the maximum premium cost and the employee will contribute the remainder of the premium cost.

## ARTICLE XII - SALARY

A. The District will allow each employee the option of choosing one of the following methods of salary payment:

- 21 ½ PAY PLAN (distribution of total salary over the ten (10) month period commencing September 1<sup>st</sup> and ending June 30<sup>th</sup>)
- 26 PAY PLAN (last check in June is comprised of 5 payments)

B. Tax Sheltered Annuities: The Board shall continue to provide the opportunity for employees to participate in tax-sheltered annuities programs. Employees may select their own insurance agent and tax-sheltered annuity company as per the language in Formal Agreement #1 found on page two.

C. Docked Pay: In the event that a unit member's pay has been docked for any reason, that unit member will be notified of the amount being withheld and the reason for the deduction. Said notice shall be given within two (2) weeks of the days in question.

Any salary docked from a unit member's pay will be taken from the final check of that school year.

D. Summer School: In the event that the District has a Summer School program or Driver Education, the following procedures and benefits will take place:

1. Staff members of the Malone Federation of Teachers will have first choice of any and all positions. Unit members will have preference over non-unit members.
2. Seniority – in the District or in Summer School teaching and Driver Education, must be taken into consideration in hiring. Seniority in Summer School will have preference. Beginning July 1984, Summer School Seniority means preference will be given those who taught the previous summer.
3. Summer School and Driver Education salaries will be as indicated salaries will be as indicated in the attached co-curricular schedules (see Appendix A).
4. One day of sick leave and one day of personal leave will be granted if needed. Such days, if unused, do not carry over from summer to summer or to the regular school year. All applicants will be notified of the decision made regarding their request for personal leave as soon as possible.

E. Guidance Counselors – Summer Employment:

School Guidance Counselors (K-12) will be employed to provide a total of sixty-nine (69) days of counseling service during the summer. The schedule for the distribution of these days to the individual

counselors will be worked out between the Guidance Coordinator and the members of the Guidance Department. It is expected that all the counselors will be involved in the summer work. The Guidance Coordinator will submit a letter to the Superintendent by no later than June 10 of the school year, indicating the scheduling of days for the summer. It may be necessary to utilize some of the days during the school year for specific work outside of the contractual day. In this case the Guidance Coordinator shall seek approval from the building principal and if approved specify the number of days for this purpose in the letter to the Superintendent.

Counselors will work days (or portions thereof) to insure maximum coverage of the guidance area. The days assigned for coverage will be worked out between the Guidance Coordinator and the Members of the Guidance Department. A significant attempt will be made to have these days revolve around the time when the counselors are most needed by the Principals of each building.

Payment for these days will be 1/180<sup>th</sup> of the contract salary times the number of days employed.

### **ARTICLE XIII – SCHOOL CALENDAR**

The School District will adopt a school calendar which will include 180 days plus emergency closing days. In the event that any of the emergency closing days are not needed, the Superintendent will recommend that the unused emergency closing days may be used prior to the end of the school year.

In addition to the above referenced days the school calendar, when adopted by the Board of Education, will include days during the months of July and August from which unit members may select up to two days for additional work as outlined in the following article, Extended Work Year.

### **ARTICLE XIV – EXTENDED WORK YEAR**

Commencing on July 1, 2006, on a voluntary basis, any member of the staff may work over the summer months and be compensated at the rate of \$250. per day. The length of the day will be equivalent to a school day during the traditional school year.

The following are the guidelines:

A unit member may elect to work up to 2 days during the months of July and August. The District, at its sole discretion, may invite individuals to work additional days to a maximum of 5.

These days must be selected from a list posted with the annual school calendar. An administrator will be available for consultation on the indicated days.

All staff members interested in working under this program must submit a letter of intent on the approved form including a description of how they will use these days to the building principal by March 15<sup>th</sup>. The staff members will receive approval or suggestions for altering their proposal to make one that is acceptable by May 1.

Logs of the time worked and of the work done will be kept by each unit member. These logs will be submitted to the individual principals by first week in September and kept on file in each building. A copy of these logs will be forwarded to the MFT President. Staff will be paid for this work by November 1.

A unit member may use, as part of this work, Educational Conference(s) or workshops. Attendance at conferences or workshops must be requested through the building principal by March 15<sup>th</sup>. Approval or suggestions to make participation approved will be returned by May 1. Staff members electing this option will bear all expenses for participation and attendance to the approved conference/workshop. Proof of attendance will be filed with a claim sheet to the building principal by the end of the first week in September. The District will then pay the staff member for the work days rendered by November 1.

## **ARTICLE XV – USE OF SCHOOL FACILITIES**

The Board will grant to the Federation those past practices relating to the use of the school buildings or equipment, etc., as have heretofore been granted subject to the right of the Superintendent to withhold such use should it be abused.

## **ARTICLE XVI - RATIFICATION**

Upon ratification by the Board of Education, and the members of the Malone Federation of Teachers, this agreement shall be effective from July 1, 2013 to and including June 30, 2017.

In accordance with Section 204-A of the Public Employees' Fair Employment Act, it is recognized that any provisions of this Agreement requiring legislative action shall not become effective until approved by the School Board or other appropriate legislative body.

Any individual agreement or arrangement heretofore or hereafter executed with any member of the negotiating unit represented by the Federation shall be subject to and consistent with the terms of this agreement.

## APPENDIX A

### SALARY

- A. The “Co-curricular” stipends shall be paid according to the schedule contained in Appendix B.
- B. Coaching stipends will be paid according to the schedule contained in Appendix C.
- C. Bargaining unit members shall be entitled to the following annualized salary increases:

2013-14 – 3% plus \$250 on base  
2014-15 – 3% plus \$250 on base  
2015-16 – 2.75% on base  
2016-17 – 2.75% on base

Each unit member shall also be eligible for one of the following incentives should they change health insurance enrollment from the Traditional Classic Blue Indemnity plan to the PPO-J plan.

1. A unit member electing to switch to the PPO-J plan, effective on or before July 1, 2014 or July 1, 2015, will be eligible to receive an additional one-time payment of \$1,000 to be added to their base salary. If said employee chooses this option, there will be no option to return to the Classic Blue Indemnity plan.

2. A unit member electing to switch to the PPO-J plan any time before June 30, 2017, with an option to return to the Classic Blue Indemnity Plan, will receive a one-time bonus totaling \$4,000 (not added to base and divided into plan years of \$1,000, \$2,000, and \$1,000). Unit members selecting this option will retain the right to return to the Classic Blue Indemnity plan but will be required to remain on the PPO-J plan for a period of two (2) full enrollment years. At the end of this two (2) year period, the unit member may choose to return to the Traditional Classic Blue Indemnity plan without penalty.

The Co-curricular and Coaching Salary Schedules shall be increased by 2% in 2013-14, 2% in 2014-15, 1.75% in 2015-16, and 1.75% in 2016-17.

Salary increases for 2013-14 shall be based on the following:

A unit member’s 2012-13 base salary, which includes any compensation for graduate/in-service hours received prior to August 15, 2013 shall be increased by the negotiated increase (3.00% + \$250 on base), effective July 1, 2013.

Master’s Degree: \$500.

- D. Salary Adjustment Due to Extra Credit Hours: Unit members shall be granted increases for every ten (10) hours of graduate/in-service work two times per year as specified below. Such increases will be paid at a rate of \$56. Per graduate/in-service credit hour, and shall be included in the unit member’s base salary. Annual salary increases, as stated above, shall be made on July 1 of each respective year, and shall be calculated on the unit member’s previous year’s base salary. The maximum number of graduate/in-service credit hours a member may accumulate is sixty (60).

It is the responsibility of the unit member to provide certified transcripts to the District upon completion of course work that will result in any salary increase.

Increases on the salary schedule will be effective only on the first payday in September and on the first payday in the month of February. These salary adjustments shall not be retroactive.

The following procedures must be followed to have hours credited at these times:

September:

1. A letter indicating that course work will be completed by September should be received by the Superintendent no later than August 15 of the year in which the course work is to be credited. A copy of the letter should be sent to the President of the MFT.
2. An official transcript must be received in the Superintendent's Office before November 1. Copies should be sent to the President of the MFT.

February:

1. A letter indicating that course work will be completed in January should be received by the Superintendent no later than January 15 of the year in which the course work is to be credited. A copy of the letter should be sent to the President of the MFT.
2. An official transcript must be received in the Superintendent's Office before April 1. A copy should be sent to the President of the MFT.

For the purposes of this part, course work shall mean either college graduate credit bearing work or pre-approved inservice credit.

Nurses with a BS or BA shall qualify for credit under this section.

E. On July 1 of any/all future school year(s) if the parties are subject to an expired Agreement, the District shall apply the following annualized salary increase to unit members' salaries, prior to any negotiated increase: 1.00%.

F. The entry level salary schedule shall become effective July 1 of each respective year. The purpose of the entry level salary is for the placement of new unit members. Subsequent salary increases shall be annualized as noted above.

For purposes of the placement of new unit members on the entry level salary schedule, the Superintendent may grant up to two (2) years military credit and/or credit for previous experience in the unit member's respective field up to a combined total of ten (10) years. Experience which may be credited can include service in public, private, in-state and out-of-state preK-12 schools, accredited colleges, hospitals, health care institutions and/or clinical settings. Part-time service may be pro-rated for this credit.

Newly hired nurses with an associate's degree, occupational therapy assistants and physical therapy assistants will be placed on the entry level salary schedule at 85% of step.

**MALONE CENTRAL SCHOOL DISTRICT**  
**Entry Level Salary Schedule**  
**July 1, 2013-June 30, 2017**

	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
A	\$ 43,484	\$ 44,261	\$ 44,870	\$ 45,487
B	\$ 44,451	\$ 45,243	\$ 45,865	\$ 46,496
C	\$ 45,418	\$ 46,225	\$ 46,860	\$ 47,505
D	\$ 46,385	\$ 47,205	\$ 47,854	\$ 48,512
E	\$ 47,352	\$ 48,187	\$ 48,850	\$ 49,521
F	\$ 48,319	\$ 49,169	\$ 49,845	\$ 50,530
G	\$ 49,287	\$ 50,151	\$ 50,840	\$ 51,539
H	\$ 50,253	\$ 51,132	\$ 51,835	\$ 52,547
I	\$ 51,220	\$ 52,113	\$ 52,830	\$ 53,556
J	\$ 52,187	\$ 53,095	\$ 53,825	\$ 54,565

NOTE: This salary schedule will only be used for the hiring of new unit members.



**APPENDIX B**  
Co-Curricular Schedule  
2013-17

<b>CLASS ADVISOR (8)</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
Freshman Class Advisor (2)	\$499	\$509	\$523	\$532
Sophomore Class Advisor (2)	\$701	\$715	\$734	\$747
Junior Class Advisor (2)	\$1,199	\$1,222	\$1,256	\$1,278
Senior Class Advisor (2)	\$903	\$921	\$946	\$963
<i>*The PK-12 Instructional Technology Coordinator will work ten (10) additional days beyond the normal contract year, exclusive of Extended Work Year.</i>				
<b>BUS DUTY (13)</b>				
Davis (3)	\$2,399	\$2,447	\$2,490	\$2,533
Flanders (2)	\$2,399	\$2,447	\$2,490	\$2,533
St. Joseph's (2)	\$2,399	\$2,447	\$2,490	\$2,533
Middle School (4)	\$2,399	\$2,447	\$2,490	\$2,533
High School (2)	\$2,399	\$2,447	\$2,490	\$2,533
<b>SUBJECT COORDINATORS (30)</b>				
PK-12 Art	\$4,181	\$4,265	\$4,339	\$4,415
PK-12 Guidance	\$4,181	\$4,265	\$4,339	\$4,415
PK-12 Health	\$4,181	\$4,265	\$4,339	\$4,415
PK-12 Instructional Technology*	\$8,024	\$8,185	\$8,328	\$8,474
PK-12 Library	\$4,181	\$4,265	\$4,339	\$4,415
PK-12 Music	\$4,181	\$4,265	\$4,339	\$4,415
PK-12 Health Services	\$4,181	\$4,265	\$4,339	\$4,415
PK-12 and Holy Family Occupational Therapy	\$2,390	\$2,438	\$2,480	\$2,524
PK-12 and Holy Family Physical Therapy	\$2,390	\$2,438	\$2,480	\$2,524
PK-12 and Holy Family Speech Therapy	\$4,181	\$4,265	\$4,339	\$4,415
6-12 Business	\$4,181	\$4,265	\$4,339	\$4,415
6-8 Language Arts	\$1,792	\$1,828	\$1,860	\$1,893
9-12 Language Arts	\$2,389	\$2,437	\$2,479	\$2,523
6-8 Foreign Language	\$1,792	\$1,828	\$1,860	\$1,893
9-12 Foreign Language	\$2,389	\$2,437	\$2,479	\$2,523
6-12 Home Economics	\$2,222	\$2,266	\$2,306	\$2,346
6-8 Mathematics	\$1,792	\$1,828	\$1,860	\$1,893
9-12 Mathematics	\$2,389	\$2,437	\$2,479	\$2,523
6-8 Science	\$1,792	\$1,828	\$1,860	\$1,893
9-12 Science	\$2,389	\$2,437	\$2,479	\$2,523
6-8 Social Studies	\$1,792	\$1,828	\$1,860	\$1,893
9-12 Social Studies	\$2,389	\$2,437	\$2,479	\$2,523
6-12 Technology	\$4,181	\$4,265	\$4,339	\$4,415
6-8 Special Education	\$2,390	\$2,438	\$2,480	\$2,524
9-12 Special Education	\$3,268	\$3,333	\$3,392	\$3,451
PK-5 Language Arts	\$4,181	\$4,265	\$4,339	\$4,415
PK-5 Mathematics	\$4,181	\$4,265	\$4,339	\$4,415
PK-5 Science	\$4,181	\$4,265	\$4,339	\$4,415
PK-5 Social Studies	\$4,181	\$4,265	\$4,339	\$4,415
PK-5 and Holy Family Special Education	\$4,181	\$4,265	\$4,339	\$4,415
<i>*The PK-12 Instructional Technology Coordinator will work ten (10) additional days beyond the normal contract year, exclusive of Extended Work Year.</i>				

<b>POSITION GRADE LEVEL COORDINATORS (8)</b>				
Pre-K	\$2,417	\$2,466	\$2,509	\$2,553
K	\$4,181	\$4,265	\$4,339	\$4,415
Grade 1	\$3,211	\$3,275	\$3,332	\$3,391
Grade 2	\$3,211	\$3,275	\$3,332	\$3,391
Grade 3	\$4,181	\$4,265	\$4,339	\$4,415
Grade 4	\$4,181	\$4,265	\$4,339	\$4,415
Grade 5	\$4,181	\$4,265	\$4,339	\$4,415
Multi-Age	\$3,211	\$3,275	\$3,332	\$3,391
Drama, Jazz Ensemble, Swinging Sounds, Forensics	\$4,950	\$5,049	\$5,137	\$5,227
Model UN (3)	\$1,431	\$1,460	\$1,485	\$1,511
Driver Training After School	\$6,649	\$6,782	\$6,901	\$7,022
Driver Training Summer	\$6,649	\$6,782	\$6,901	\$7,022
Driver Training During Day	\$2,986	\$3,045	\$3,099	\$3,153
Student Council - High School (2)	\$799	\$815	\$829	\$843
Student Council - Middle School (2)	\$1,299	\$1,325	\$1,349	\$1,372
Epsilon	\$666	\$679	\$691	\$703
National Honor Society	\$666	\$679	\$691	\$703
*Yearbook Advisor High School	\$8,599	\$8,771	\$8,924	\$9,080
Yearbook Advisor Middle School	\$1,999	\$2,039	\$2,075	\$2,111
*Detention (2) (FA, Middle School)	\$83	\$84	\$86	\$87
Scorekeeper/Timekeeper				
Fall	\$67	\$69	\$70	\$71
Winter	\$88	\$89	\$91	\$93
Summer School - 5 week	\$3,845	\$3,922	\$3,991	\$4,061
Summer School - 6 week	\$5,860	\$5,977	\$6,082	\$6,188

*\*If a position is not filled by an MFT unit member, then the position will next be posted (in that particular building internally) for CSEA members of that building.*

### Supervision of Athletic Events

At all sporting events, which involve Malone Central School athletic teams and which tickets are taken, supervision will be provided by members of the Federation. The minimum number of supervisors will be two. Non-unit members may be hired, only when there are no unit members available. The positions will be posted in September and there will be a list of supervisory teaching personnel accumulated. A meeting will be held to explain the duties involved and these people will assume supervision at sporting events on mutually agreed upon dates. All of these people will be paid the supervision scale, on the co-curricular schedule.

## APPENDIX C

### INTERSCHOLASTIC ATHLETICS

It is the understanding of both the MFT and the Board of Education that coaching of interscholastic athletics is an extension of the educational program in Malone Central School District. It is our sincere belief that the educational benefits of athletics can best be met by members of our own faculty who extend their teaching day as coaches. These unit member coaches must be properly certified by the State of New York as outlined in the Commissioner's Regulations.

#### GUIDELINES FOR COACHING

A. During the first three (3) years of a coaching appointment, the District will post the position internally. The previous year's coach may apply for the position but has no advantage over other candidates who may apply.

B. After the third year of appointment to a coaching position, this position will no longer be automatically posted. The coach will continue to be appointed yearly to this position except in the following conditions:

1. the coach receives an overall negative rating on his/her coaching evaluation. The negative evaluation should be based on the following factors:
  - a. documented deficiencies or problems in coaching performance that have been brought to the attention of the coach.
  - b. attempts at remediation of the problem have failed to resolve the problem. The Director of Athletics or any Malone Central Administrator could be involved observing or correcting a coaching problem.
  - c. if attempts to resolve a problem have failed, the MFT President, Superintendent of Schools, and the Athletic Director will meet with the coach. This meeting will outline steps to correct the coaching deficiency or determine that the position should be posted for the next season. If the decision is made to post the position, the involved coach may not be an applicant.
  - d. if the problem is not resolved in the 3 steps above, the JSC will render a decision within 30 days of receiving the issue.

C. Coaching positions will be posted internally for the following reasons:

1. leave of absence granted by Superintendent of Schools.
2. resignation of a coach.
3. posting during the first three years of appointment.
4. decision to post a coaching position because of unresolved deficiencies.
5. any position last held by a non-unit member will be posted yearly.
6. any position last held by a non-certified unit member will be posted yearly.

D. Coaching evaluations

1. will be done by the Athletic Director.
2. may include input from other administrators as long as problems or comments are documented.
3. coaching evaluations should result from several observations. (practices, games, other duties)
4. will provide immediate feedback of problem areas which is the most beneficial form of evaluation.

E. Coaching transfers can, at times, be mutually beneficial for the students and the District. The following guidelines will be followed:

1. coaches may apply and interview for any posted opening.
2. coaches who are approved for transfer to a new sport or who change levels in the same sport, will remain on their present step.

F. The Director of Athletics will interview coaching applicants and make recommendations to the Superintendent. The Director of Athletics should continue to ask for help in interviews from coaches or other administrators who may help in the interview process when he/she feels it is necessary.

G. Timing of appointment of coaches

1. the coaching evaluation will indicate if the coach will be recommended for reappointment the following season.
2. the dates of coaching appointments will be as follows:

Fall sports	June 1
Winter sports	October 1
Spring sports	February 1

H. The Director of Athletics and the coaching staff are encouraged to meet to discuss coaching assignments. At times new staff members may be better utilized if coaching transfers and adjustments in assignments are mutually agreeable.

I. Coaching leaves of absence

1. all leaves will be granted to unit members only.
2. all leaves of absence must be requested in writing and reasons for the leave listed.
3. all leaves of absence will be for the one season only from a coaching position.

All leaves of absence must be requested in writing to the Superintendent. Consideration will be given for professional, personal, and educational reasons. A written response from the Superintendent will be provided to the applicant.

## COACHING SALARY SCHEDULE

2013-14

<b>Position</b>	<b>Step I 1-3 Years</b>	<b>Step II 4-5 Years</b>	<b>Step III 6+ Years</b>
<b>VARSITY</b>			
Baseball	\$5,670	\$6,096	\$6,528
Basketball	\$5,670	\$6,096	\$6,528
Bowling: Boys	0	0	0
Girls	0	0	0
Cross Country	\$5,670	\$6,096	\$6,528
Asst. Cross Country	\$4,376	\$3,818	\$5,237
Football	\$5,670	\$6,096	\$6,528
Asst. Football	\$4,376	\$3,818	\$5,237
Golf	\$5,670	\$6,096	\$6,528
Ice Hockey	\$5,670	\$6,096	\$6,528
Asst. Ice Hockey	\$4,376	\$3,818	\$5,237
Soccer	\$5,670	\$6,096	\$6,528
Softball	\$5,670	\$6,096	\$6,528
Swimming	\$5,670	\$6,096	\$6,528
Track – Outdoor	\$5,670	\$6,096	\$6,528
Asst. Track	\$4,376	\$3,818	\$5,237
Track – Indoor	\$5,670	\$6,096	\$6,528
Volleyball	\$5,670	\$6,096	\$6,528
Wrestling	\$5,670	\$6,096	\$6,528
<b>JUNIOR VARSITY</b>			
Baseball	\$4,376	\$4,808	\$5,237
Basketball	\$4,376	\$4,808	\$5,237
Football	\$4,376	\$4,808	\$5,237
Asst. Football	\$4,004	\$4,376	\$4,808
Softball	\$4,376	\$4,808	\$5,237
Wrestling	\$4,376	\$4,808	\$5,237
Soccer	\$4,376	\$4,808	\$5,237
Volleyball	\$4,376	\$4,808	\$5,237
<b>MODIFIED</b>			
Baseball	\$4,004	\$4,376	\$4,808
Basketball	\$4,004	\$4,376	\$4,808
Asst. Basketball	\$2,876	\$3,310	\$3,731
Cross Country	\$4,004	\$4,376	\$4,808
Soccer	\$4,004	\$4,376	\$4,808
Track – Outdoor	\$4,004	\$4,376	\$4,808
Football	\$4,004	\$4,376	\$4,808
Asst. Football	\$2,876	\$3,310	\$3,731
Wrestling	\$4,004	\$4,376	\$4,808
<b>CHEERLEADING</b>			
Fall	\$2,876	\$3,310	\$3,731
Winter	\$4,376	\$4,808	\$5,237

## COACHING SALARY SCHEDULE

2014-15

<b>Position</b>	<b>Step I 1-3 Years</b>	<b>Step II 4-5 Years</b>	<b>Step III 6+ Years</b>
<b>VARSDITY</b>			
Baseball	\$5,784	\$6,217	\$6,659
Basketball	\$5,784	\$6,217	\$6,659
Bowling: Boys	\$3,200	\$3,424	\$3,664
Girls	\$3,200	\$3,424	\$3,664
Cross Country	\$5,784	\$6,217	\$6,659
Asst. Cross Country	\$4,463	\$3,894	\$5,341
Football	\$5,784	\$6,217	\$6,659
Asst. Football	\$4,463	\$3,894	\$5,341
Golf	\$5,784	\$6,217	\$6,659
Ice Hockey	\$5,784	\$6,217	\$6,659
Asst. Ice Hockey	\$4,463	\$3,894	\$5,341
Soccer	\$5,784	\$6,217	\$6,659
Softball	\$5,784	\$6,217	\$6,659
Swimming	\$5,784	\$6,217	\$6,659
Track – Outdoor	\$5,784	\$6,217	\$6,659
Asst. Track	\$4,463	\$3,894	\$5,341
Track – Indoor	\$5,784	\$6,217	\$6,659
Volleyball	\$5,784	\$6,217	\$6,659
Wrestling	\$5,784	\$6,217	\$6,659
<b>JUNIOR VARSITY</b>			
Baseball	\$4,463	\$4,904	\$5,341
Basketball	\$4,463	\$4,904	\$5,341
Football	\$4,463	\$4,904	\$5,341
Asst. Football	\$4,084	\$4,463	\$4,904
Softball	\$4,463	\$4,904	\$5,341
Wrestling	\$4,463	\$4,904	\$5,341
Soccer	\$4,463	\$4,904	\$5,341
Volleyball	\$4,463	\$4,904	\$5,341
<b>MODIFIED</b>			
Baseball	\$4,084	\$4,463	\$4,904
Basketball	\$4,084	\$4,463	\$4,904
Asst. Basketball	\$2,934	\$3,376	\$3,806
Cross Country	\$4,084	\$4,463	\$4,904
Soccer	\$4,084	\$4,463	\$4,904
Track – Outdoor	\$4,084	\$4,463	\$4,904
Football	\$4,084	\$4,463	\$4,904
Asst. Football	\$2,934	\$3,376	\$3,806
Wrestling	\$4,084	\$4,463	\$4,904
<b>CHEERLEADING</b>			
Fall	\$2,934	\$3,376	\$3,806
Winter	\$4,463	\$4,904	\$5,341

## COACHING SALARY SCHEDULE

2015-16

<b>Position</b>	<b>Step I 1-3 Years</b>	<b>Step II 4-5 Years</b>	<b>Step III 6+ Years</b>
<b>VARSIITY</b>			
Baseball	\$5,885	\$6,326	\$6,775
Basketball	\$5,885	\$6,326	\$6,775
Bowling: Boys	\$3,256	\$3,484	\$3,728
Girls	\$3,256	\$3,484	\$3,728
Cross Country	\$5,885	\$6,326	\$6,775
Asst. Cross Country	\$4,541	\$3,962	\$5,435
Football	\$5,885	\$6,326	\$6,775
Asst. Football	\$4,541	\$3,962	\$5,435
Golf	\$5,885	\$6,326	\$6,775
Ice Hockey	\$5,885	\$6,326	\$6,775
Asst. Ice Hockey	\$4,541	\$3,962	\$5,435
Soccer	\$5,885	\$6,326	\$6,775
Softball	\$5,885	\$6,326	\$6,775
Swimming	\$5,885	\$6,326	\$6,775
Track – Outdoor	\$5,885	\$6,326	\$6,775
Asst. Track	\$4,541	\$3,962	\$5,435
Track – Indoor	\$5,885	\$6,326	\$6,775
Volleyball	\$5,885	\$6,326	\$6,775
Wrestling	\$5,885	\$6,326	\$6,775
<b>JUNIOR VARSITY</b>			
Baseball	\$4,541	\$4,990	\$5,435
Basketball	\$4,541	\$4,990	\$5,435
Football	\$4,541	\$4,990	\$5,435
Asst. Football	\$4,155	\$4,541	\$4,990
Softball	\$4,541	\$4,990	\$5,435
Wrestling	\$4,541	\$4,990	\$5,435
Soccer	\$4,541	\$4,990	\$5,435
Volleyball	\$4,541	\$4,990	\$5,435
<b>MODIFIED</b>			
Baseball	\$4,155	\$4,541	\$4,990
Basketball	\$4,155	\$4,541	\$4,990
Asst. Basketball	\$2,985	\$3,435	\$3,872
Cross Country	\$4,155	\$4,541	\$4,990
Soccer	\$4,155	\$4,541	\$4,990
Track – Outdoor	\$4,155	\$4,541	\$4,990
Football	\$4,155	\$4,541	\$4,990
Asst. Football	\$2,985	\$3,435	\$3,872
Wrestling	\$4,155	\$4,541	\$4,990
<b>CHEERLEADING</b>			
Fall	\$2,985	\$3,435	\$3,872
Winter	\$4,541	\$4,990	\$5,435

## COACHING SALARY SCHEDULE

2016-17

Position	Step I 1-3 Years	Step II 4-5 Years	Step III 6+ Years
<b>VARSDITY</b>			
Baseball	\$5,988	\$6,437	\$6,894
Basketball	\$5,988	\$6,437	\$6,894
Bowling: Boys	\$3,313	\$3,545	\$3,793
Girls	\$3,313	\$3,545	\$3,793
Cross Country	\$5,988	\$6,437	\$6,894
Asst. Cross Country	\$4,621	\$4,032	\$5,530
Football	\$5,988	\$6,437	\$6,894
Asst. Football	\$4,621	\$4,032	\$5,530
Golf	\$5,988	\$6,437	\$6,894
Ice Hockey	\$5,988	\$6,437	\$6,894
Asst. Ice Hockey	\$4,621	\$4,032	\$5,530
Soccer	\$5,988	\$6,437	\$6,894
Softball	\$5,988	\$6,437	\$6,894
Swimming	\$5,988	\$6,437	\$6,894
Track – Outdoor	\$5,988	\$6,437	\$6,894
Asst. Track	\$4,621	\$4,032	\$5,530
Track – Indoor	\$5,988	\$6,437	\$6,894
Volleyball	\$5,988	\$6,437	\$6,894
Wrestling	\$5,988	\$6,437	\$6,894
<b>JUNIOR VARSITY</b>			
Baseball	\$4,621	\$5,078	\$5,530
Basketball	\$4,621	\$5,078	\$5,530
Football	\$4,621	\$5,078	\$5,530
Asst. Football	\$4,228	\$4,621	\$5,078
Softball	\$4,621	\$5,078	\$5,530
Wrestling	\$4,621	\$5,078	\$5,530
Soccer	\$4,621	\$5,078	\$5,530
Volleyball	\$4,621	\$5,078	\$5,530
<b>MODIFIED</b>			
Baseball	\$4,228	\$4,621	\$5,078
Basketball	\$4,228	\$4,621	\$5,078
Asst. Basketball	\$3,038	\$3,495	\$3,940
Cross Country	\$4,228	\$4,621	\$5,078
Soccer	\$4,228	\$4,621	\$5,078
Track – Outdoor	\$4,228	\$4,621	\$5,078
Football	\$4,228	\$4,621	\$5,078
Asst. Football	\$3,038	\$3,495	\$3,940
Wrestling	\$4,228	\$4,621	\$5,078
<b>CHEERLEADING</b>			
Fall	\$3,038	\$3,495	\$3,940
Winter	\$4,621	\$5,078	\$5,530



## **APPENDIX D**

### **CLARIFICATIONS OF PREVIOUS SIDE LETTERS OF AGREEMENT** **and** **MEMO FROM M.F.T. LEADERSHIP TO MEMBERS**

#### **Clarification of Reporting Time When School is Delayed One (1) Hour:**

When school is delayed one (1) hour, the staff in all schools need not report until forty-five (45) minutes after the regular reporting time.

If it is difficult or dangerous for a staff member to report at the forty-five (45) minute delayed time, they are to call their school and inform the school of the time when they can be expected.

It should be noted that if any unit member is able to report earlier than the forty-five (45) minute delayed time, it would be helpful in supervising those students that show up prior to the one (1) hour delay. This would be strictly voluntary and, in no way, should any pressure come to bear on any faculty member to arrive any earlier than the time as discussed in the first two paragraphs of this memo.

(11/6/87)

#### **Clarification of Request for Personal Leave Days Which Coincide with the Beginning or Ending of a Vacation Period:**

Since there is a shorter Spring recess during this school year and because we have already received several vacation day/personal day requests, it may be helpful for everyone to be aware of our procedures. If a unit member asks for a personal day which coincides with the beginning or end of a vacation period, we will expect a separate confidential explanation of the purpose of the request. The request will be reviewed and further documentation may also be needed to substantiate the described reasons. If it is obvious that the intent of the request is not to extend the vacation and/or involves circumstances beyond the control of the member, (i.e. the untimely death of a parent) then the request will be approved. If the intent is to extend a vacation, then the request will be denied, even if the unit member has expressed a willingness to take the day without pay. The unit member will be expected to be at work on that date or face a charge of insubordination. Any attempt to re-classify the day as sick leave will require exceptional verification.

Also, if a unit member has vacation plans which are disrupted, no sympathy or charity will be provided by our office. In other words, you should consider a flexible schedule or otherwise an extended vacation could become extremely expensive for you.

Although the staff has, in general, been very cooperative and professional in regard to minimal requests over the years, it has been our experience that short vacations in the spring increase the requests. Also, during a period of austerity we cannot afford the negative connotations in the community that extended vacations create. It may also be helpful to review these items prior to making firm plans or commitments.

Clarification of Procedures to Follow in Filling Vacancies in the Malone Central School District for Teaching Staff: (As negotiated with the President of the M.F.T.)

Definition of Terms:

A teaching position that is abolished will mean that a staff member is without a teaching position to be assigned in the coming year.

An involuntary transfer is when a staff member is reassigned to another building, grade level within the same building, a subject in the same building, or another building without the consent of the staff members. When the student population produces a higher than normal grade need and when a staff member is involuntarily moved with that grade this staff member can only be moved once. In the next year, it must be another staff member. This will be based as all involuntary transfers, on least seniority in the District. It is understood that this agreement also means:

- another building
- another grade level within the same building
- grade level in another building that is different
- another subject in another building

Procedure:

Step One: If a program position is abolished, then the staff member holding that position will have first choice of any vacancy for which they are certified. If there are two or more persons interested in the same position because of program abolishment, the person with the most seniority in the District will be given preference.

Step Two: When a grade system-wide, or an individual class or classes, is moved from one building to another, the staff presently teaching those grades will have first choice to move or not to move. If this move is into a building that is new to that area, then those staff members moving will retain seniority in the old building of assignment as well as starting a new building seniority. This will last no longer than 36 months and will end if the grades or unit member leaves the new building prior to the 36 month period.

Step Three: After all staff involved with steps one and two, when applicable, have made a decision, then anyone who has been involuntarily transferred in the past twelve (12) months will have the next choice. If two or more wish the same position, then District-wide seniority will prevail. This "next choice" must be exercised when the next year-end posting occurs.

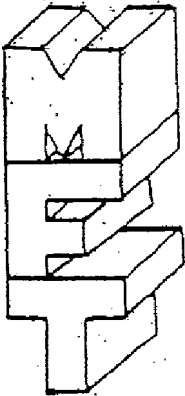
Step Four: When all the staff members involved in steps 1, 2 and 3 have made their decisions and vacancies still occur, then those open positions will be filled by in-house-building rearrangement voluntarily. After this is done, then District-wide posting will be done.

When rearranging is done in-house-building and two or more people wish the same position, seniority in the building will prevail.

After District-wide posting occurs and two or more staff members wish the same position, then District-wide seniority will prevail.

(6/15/90)

## APPENDIX E

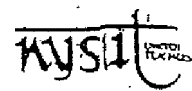


Malone Federation of Teachers

Local 2808

Box 164

Malone, NY 12953



AFL  
CIO

Contact:  
Gregory L. Littell  

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December, 3, 1984

M E M O: To All M.F.T. Members

Re: Personal Day Leave

During the last round of negotiations it was agreed that the Union would present a written statement to all of its members regarding the clause in the contract - PERSONAL LEAVE.

It was also agreed at the time that the members of the Union are not in anyway taking advantage or misusing this clause of the contract. However, it was discovered that the Union and the District had mixed views on how to define or interpret this section of the contract. Therefore, the following is a statement that is the Unions view point on the use of Personal Days!

All professional staff members have five personal days each year. If these days are not used by the close of school in June, they become part of the total sick days of a staff member for the up coming school years.

A personal day is just that - PERSONAL. While the form for personal days has a blank given to write in a reason, a staff member should only write in "For Personal Reasons".

The problem area regarding personal days is the section of the contract that states "Personal leave shall not be utilized immediately before or after any three (3) day period of successive absences except as follows: The reason for requesting the personal day must be submitted to the Chief School Officer".

What then is a three day period of "Successive Absences"?

### EXAMPLE ONE:

If you request Tuesday, Wednesday, Thursday and Friday as personal days you must be ready to explain the need for Friday. The Chief School Officer must grant the first three days but Friday is up in the air. A staff member must submit in writing (a private letter to C.S.O.) the reason for Friday. The C.S.O. has two avenues of response. One, to grant the fourth day, or to deny the fourth day.

The C.S.O. may grant the fourth day without pay (meaning reduction in Salary not personal day) or he may deny it. If the day is denied YOU must be at work on that day. Again only the fourth day must have a reason given.

EXAMPLE TWO:

If you wish Monday and Tuesday as personal days the C.S.O. has the contractual right to ask for in writing why you wish Tuesday. Again, the day can be granted or denied. However, during the informal negotiations the C.S.O. stated that he was not concerned about Saturday and Sundays. Therefore, the feeling is that a Monday, Tuesday request would be granted. The only time that a question regarding this type of two day request would happen is if Friday or Wednesday were days of Vacation then C.S.O. must be informed in a private letter the reason for the Personal Day.

EXAMPLE THREE:

If a staff member wishes Wednesday as a personal day after a Monday Holiday the staff member would have the day granted. This is true as long as the staff member works Tuesday.

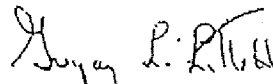
EXAMPLE FOUR:

If a staff member asked for in advance a Thursday personal day and then the Monday, Tuesday and Wednesday had the flu then Thursday is still a Personal Day without reasons given.

The above four examples are given to help clear up the problem of when a personal day may be taken by a staff member. The contract has a list of suggested reasons why a personal day should be used. This is only a suggested list - there are many other reasons. But a personal day should not be used when a sick day would be more proper to use.

Lastly, any M.F.T. member having any questions regarding this section of the contract should contact the President or Vice President first so the proper steps may be taken to help you!

Sincerely yours,



Gregory L. Littell  
President, M.F.T.

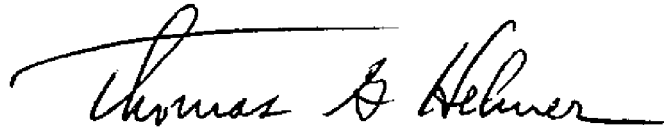


Ann Marie Brown  
Vice President, M.F.T.

GLL:clb

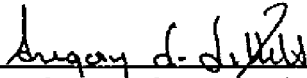
APPENDIX F

The undersigned parties have ratified the following Memorandum of Understanding and agreed to incorporate it into their collective bargaining agreement.



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For the Malone Central School District



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For the Malone Federation of Teachers

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December 10, 1996

Date

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the employer representatives of the school districts which are members of the F-E-H Health Benefits Consortium and the local unions which are duly recognized as bargaining agents for the employees in the aforementioned member school districts, subject to ratification by the respective parties.

## Districts

Franklin-Essex-Hamilton BOCES  
Brushton-Moira Central  
Chateaugay Central  
Lake Placid Central  
Malone Central

St. Regis Falls Central  
Salmon River Central  
Saranac Lake Central  
Tupper Lake Central

## Unions

### Teachers:

F-E-H BOCES Teachers' Association  
Brushton-Moira Teachers' Association  
Chateaugay Chapter, NYSUT  
Lake Placid Education Association, NYSUT  
Malone Federation of Teachers  
St. Regis Falls United Teachers Association  
Salmon River Teachers Association  
Saranac Lake Teachers' Association  
Tupper Lake United Teachers

### Non-Instructional:

F-E-H BOCES CSEA  
Brushton-Moira Non-Teaching Association  
Chateaugay Central CSEA  
Lake Placid Central CSEA  
Malone Central School Unit of CSEA  
St. Regis Falls Non-Instructional Association  
Salmon River Central Unit of CSEA  
Saranac Lake Central CSEA  
Tupper Lake Central CSEA

### Administrators:

F-E-H BOCES Administrators' Association  
Malone Central Administrators' Association  
Salmon River Central Administrators & Supervisors Association  
Saranac Lake Supervisory Unit

Memorandum of Understanding

Page 2

1. The parties shall establish a governance structure which provides joint and equal representation for employers and employees effective upon signing of the Memorandum of Understanding. Such joint board will be composed of nine (9) school district representatives and nine (9) bargaining unit representatives.

The parties are currently investigating the proper legal vehicle which must be established in order to effect the intended governance structure. Once that is determined, it is the intent of the parties to take any and all necessary actions to put this joint governance structure in place. Meanwhile, a joint board will be created as defined above. Any decisions made by this joint board will come before the current Board of Directors with the understanding that said decisions shall be approved.

2. Reserves and surpluses during the initial period commencing July 1, 1996 and further referenced in item 14 will be maintained as follows:
  - A. Reserves - equal to 25% of Projected Annual Claims.
  - B. Unencumbered Surplus - 7% of Projected Premiums.

The governing board of the consortium specified in item 1 above shall determine the allocation and use of funds in excess of reserves and/or unencumbered surplus amounts/percentages. It is agreed and understood that no new benefits will be added to the plan prior to July 1, 1999 except as mandated by law.

3. The Consortium will maintain annual premiums for the 1996-97, 1997-98 and 1998-99 school years as follows, (subject to per capita entitlement calculations; see item 12E).

Single Coverage	-	\$2,280.
Family Coverage	-	6,012.
Single Over 65	-	444.
Family Over 65	-	852.

These premiums cannot be changed during the aforementioned three-year period except under extraordinary circumstances to be determined by the joint governing board or as necessitated by per capita entitlement calculations.

However, in no instance will participating districts be liable for premium increases over and above the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year, except as necessitated by per capita entitlement calculations.

Memorandum of Understanding  
Page 3

4. The drug co-pay amounts and major medical deductible amounts will be:

A. Drug Co-Pay (*Preferred Choice Plan, effective January 1, 1997*)

Amounts

\$3.00	- Generic
\$5.00*	- Brand name, if doctor indicates "dispense as written" (DAW)
\$0.00**	- Mail order

\*1 If a generic equivalent does not exist, the generic co-pay will apply.

\*2 At the employee's option, if doctor does not indicate DAW, then the brand name is available only upon the payment of the brand name co-pay and the difference between the cost of the brand name drug and the generic drug.

\*\* All maintenance drugs must be obtained by mail order and must be the generic variety unless the prescribing doctor indicates DAW.

B. Major Medical Deductible (*Effective January 1, 1997*)

Amounts

\$150/\$450

5. The "triggering event" which would necessitate the governing board to act by March 1, 1999 effective on July 1, 1999 for the 1999-2000 school year and on March 1, for any school year thereafter would be a projected diminishment of reserves and surpluses below the agreed upon levels as specified in item 2 above determined by the Plan's Consultant and subject to independent verification should a majority vote of the governing body demand such, after a premium increase equivalent to the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year has been applied in any applicable plan year (school fiscal year).
6. All participating districts in the Franklin-Essex-Hamilton Health Insurance Consortium will establish a flexible spending plan pursuant to IRS Section 125 regulations which shall go into effect no later than January 1, 1997. Such plan shall be administered by a plan administrator initially agreed upon by the negotiating teams. Subsequent to adoption of such plan, the plan's operating procedures shall be determined by the governing board and any applicable IRS Regulation(s). This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses.
7. Parties ratifying this Memorandum of Understanding as outlined in item 15 hereby agree to simultaneously incorporate this Memorandum of Understanding into their respective Collective Bargaining Agreements.



## Memorandum of Understanding

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8. Any "other" agreements entered into by the respective parties that are in conflict with the terms or intent of the agreement reached in this negotiation shall be amended to incorporate the terms and/or intent of said agreement as necessary and/or appropriate.
9. Any rights guaranteed to members and dependents, retirees and their dependents under the Consortium shall not be diminished or altered except as expressly stated in this Memorandum or later approved by the joint governing board.
10. Employee members of the governing board will be released from work to attend any meetings of the governing board or of its subcommittees. Meetings will be held quarterly during the school day except as otherwise agreed to by the governing board.
11. If a majority of the full governing board fails to agree on the meaning or interpretation of any of the terms of this Memorandum and/or the legal document(s) which are created to effect the joint governance structure, the issue shall be submitted to the American Arbitration Association for expedited adjudication of the dispute. The power of the arbitrator shall be limited to the resolution of the meaning and/or interpretation of specific language found in this Memorandum and/or the joint governance document(s) referenced above; and, the arbitrator shall have no power to add to, amend, or delete any of the terms of this Memorandum and/or the joint governance document(s). The decision of the arbitrator shall be final and binding on the parties to this Memorandum.
12. Dual Coverage
  - A. All existing contract language regarding dual coverage remains in effect through June 30, 1997. Effective with the signing of this memorandum, present employees may not change coverage without a change in marital status, gain/loss of dependents or other change in life circumstances affecting health insurance coverage.
  - B. Effective January 1, 1997, new hires and their spouses are restricted to one family coverage or, at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium. The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

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- C. Effective July 1, 1997, all employees and their spouses are restricted to one family coverage, or at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium.

The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

- D. New premium rates will be computed effective July 1, 1997 based on the gain/loss of single and family coverage at a level necessary to generate a pool of money as if no change was made. Effective March 1, 1997 and on March 1st each year thereafter, a demographic comparison of the number of employees otherwise eligible for a second family coverage shall be performed. If the number of such employees has changed in comparison to the prior year, then the total pool of money may be increased or decreased accordingly as determined by the governing board. Any adjustment shall be reflected in the following year's premium rates. The freeze on rates for '97-98 and 98-99 does not apply to the redistribution of the total premium dollars. Effective July 1, 1997 and each year thereafter, the total pool of money shall be adjusted to reflect changes in per capita enrollment and all applicable premium increases.

It is agreed and understood that participating districts reserve the right to phase in the necessary premium adjustments over a two (2) year period as follows:

- Billed rates for 97-98 will reflect 50% of the impact of the new premiums.
- Billed rates for 98-99 will reflect 100% of the impact of the new premiums.

- E. The billed rates for 98-99 form the basis upon which the analysis of the plan performance and the projection for 1999-2000 will be made. That is, the maximum increase in district cost shall include any increases resulting from per capita enrollment increases and application of the Medical CPI as defined elsewhere, applied to the new higher rates.

13. Contracts with proposed third party administrators and plan consultants will be bid at the conclusion of the current contracts. The contract for prescription drug coverage will be bid immediately.

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14. There shall be a moratorium on negotiations for employee health insurance contributions or health insurance benefits at the individual district tables commencing upon the ratification of this Memorandum and expiring July 1, 2002. This moratorium does not extend to any other insurance benefits, such as dental, optical, life, disability, etc.
  
15. This Memorandum of Understanding is subject to review prior to October 1, 1996 by legal representatives of both parties. In order to participate in this Memorandum of Understanding, parties must take appropriate action prior to November 1, 1996.

FOR THE UNIONS:

CSEA:

By: Charles Bird  
Charles Bird

By: Mary W. Hanna  
Mary Hanna

By: Betty J. Demers  
Betty Demers

By: Ken Lushia  
Ken Lushia

NYSUT:

By: Lynn Blais  
Lynn Blais

By: Greg Littell  
Greg Littell

By: Pamela B. Martin  
Pamela Martin

By: Deborah A. Taylor  
Deborah A. Taylor, for and on behalf of the  
NYSUT Affiliated Unions

By: Richard R. Van Wormer  
Richard R. Van Wormer, for and on behalf  
of the NYSUT Affiliated Unions

FOR THE DISTRICTS:

By: Gerald Blair  
Gerald Blair

By: Patrick Cannon  
Patrick Cannon

By: David Desantis  
David Desantis

## APPENDIX G

### MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into this 28 day of July, 2003, by and between the Malone Central School District (hereinafter "Employer") and the Malone Federation of Teachers (hereinafter "Federation") does amend: the terms of the 1998-2003 Collective Bargaining Agreement between the Employer and Federation, to the extent provided herein, that governs the employment relationship between Employer and the Federation, and

WHEREAS, the Employer and the Federation have been engaged in bargaining over the provisions of this MOA since April 2003, which terms are to be applied to all eligible bargaining unit members in the District's employ;

WHEREAS in an effort to assure compliance with all applicable legal requirements, the Federation and the Employer have come to this agreement after considering, discussing, researching and debating the issues that are the subject of this MOA; and

WHEREAS the parties now wish to memorialize their mutual agreements and understandings by their entry into this MOA;

NOW, THEREFORE, the parties STIPULATE AND AGREE AS FOLLOWS:

Effective June 30, 2003, the Employer and the Federation agree to the following:

#### Employer Non-elective Contribution to 403(b) Plan

1. 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.
2. 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 employee's 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* is 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*.

3. 403(b) Accounts. Employer contributions shall be deposited into the 403(b) account selected by Employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive elective Contributions for any reason, then Employer shall deposit contributions, in the name of the Employee, into the endorsed 403(b) program.
4. 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.
5. This MOA 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 Federation and Employer shall promptly meet and alter those portions in order to provide the same or similar benefits(s) which conform, as closest as possible, to the original intent of the parties.
6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA 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.
7. Both the Employer and the 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.
8. Additional Employer Non-elective Contribution based upon Career Attendance. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who serves his or her employment with the Employer during the contract year and who is eligible to apply for an Employer Non-elective Contribution in accordance with Article X (Retirement) of

the Collective Bargaining Agreement. The amount of the contribution shall be determined by Article X of the Collective Bargaining Agreement. The total of all contributions made by or on behalf of each eligible employee, under this Memorandum of Agreement and any other agreements, shall not exceed the maximum contributions permitted under Section 415 (c) (1) of the *Internal Revenue Code of 1986*, as amended. The Employer shall deposit the contribution in accordance with Article X of the Collective Bargaining Agreement.

9. Duration:

(a) This Memorandum of Agreement shall be subject to the expiration date of the parties' successor Collective Bargaining Agreement, on which date this Memorandum of Agreement shall sunset and not be subject to Civil Service Law §209-a(1)(e).

(b) Notwithstanding paragraph (a), above, at 12:01 a.m. on the day following the expiration date of the parties' successor Collective Bargaining Agreement, the terms and provisions of Article X ("Retirement") (together with any other provisions which represent the negotiated funding sources for the Employer Contribution) of that Collective Bargaining Agreement between the Employer and the Federation, shall be fully restored to their former cash compensation status.

(c) Notwithstanding paragraph (a), above, in the event that the Employer is obligated under this Memorandum of Agreement to make any post-employment contributions to any eligible employee after the expiration date of the parties' successor Collective Bargaining Agreement, that obligation shall survive such expiration date and shall remain a continuing obligation until such time as any such post-employment contributions are paid in full in accordance with the provisions of this Memorandum of Agreement.

10. No Representations or Warranties. In agreeing to adopt and/or modify the plan noted in this MOA, the Employer makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the Employer or described by the Federation, the 403(b) Provider or other parties, and their employees and agents.

BOARD OF EDUCATION OF THE  
MALONE CENTRAL SCHOOL DISTRICT

By: Wayne C. Walbridge  
Superintendent, Hereunto Duly  
Authorized

Date: July 28, 2003

MALONE FEDERATION OF TEACHERS

By: Bessie McKee Hanna  
President, Hereunto Duly Authorized

Date: July 28, 2003

## APPENDIX H

### MEMORANDUM OF AGREEMENT

The following constitutes a non-precedent setting Agreement between the Malone Federation of Teachers, (hereinafter referred to as the "Federation") and the Malone Central School District (hereinafter referred to as the "District") to accommodate members of the Federation having effective retirement dates on or after July 1, 2003, who have elected the retirement incentive under Article X – Retirement of the parties' collective bargaining agreement:

1. For employees who retire on or before June 30 of any school year and who are under the age of 65, the continuation of health insurance coverage requires a premium contribution from the retiree. For such employees, the health insurance premium contribution begins July 1 immediately after retirement.
2. Due to special circumstances arising at the end of the 2002-03 school year, certain employees have elected to retire on or after July 1, 2003, but have requested the contractual retirement incentive pursuant to Article X of the parties' collective bargaining agreement and for payment of the incentive to an IRS qualified 403(b) program.
3. For the employees referred to above, it is agreed that for purposes of health insurance premium contribution, they will be treated as if they had an effective retirement date of June 30, 2003 and, therefore, they will begin to contribute toward health insurance coverage consistent with District policy effective July 1, 2003.
4. The parties agree to waive the requirement of Article X, Section B(5) of the collective bargaining agreement that payment of the retirement incentive be made within 30 calendar days after the retirement date, provided that the payment is made on or before August 8, 2003.
5. The parties recognize that this Agreement is based on the special circumstances set forth above and is, therefore, to be treated as not establishing any precedent.

Dated: July 28, 2003

Wayne C. Walbridge  
Wayne C. Walbridge, Superintendent  
For the District

Dated: July 28, 2003

Besser McKee Hanna  
Besser Hanna, President  
For the Federation