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AD/5806

AGREEMENT BETWEEN

SUPERINTENDENT OF SCHOOLS

AND

**NORTHEASTERN CLINTON
ADMINISTRATIVE AND SUPERVISORY
COUNCIL**

JULY 1, 2008 - JUNE 30, 2011

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PREAMBLE

THE NORTHEASTERN CLINTON CENTRAL DISTRICT BOARD OF EDUCATION AND THE NORTHEASTERN CLINTON ADMINISTRATIVE AND SUPERVISORY COUNCIL DECLARES ITS COMMON INTEREST IN THE DESIRE TO ACHIEVE THE FINEST POSSIBLE EDUCATION FOR THE CHILDREN OF OUR COMMUNITIES ENCOMPASSED BY OUR SCHOOL DISTRICT. COUNCIL STAFF MEMBERS SERVE AS AGENTS OF THE BOARD OF EDUCATION IN PROMOTING AND IMPLEMENTING THE POLICIES OF THAT BODY. IT IS THE COUNCIL'S PURPOSE TO ACCOMPLISH THIS DESIRE THROUGH THE CONTINUATION OF THE COOPERATIVE RELATIONSHIP AMONG THE BOARD OF EDUCATION, THE SUPERINTENDENT OF SCHOOLS, AND THE SCHOOL ADMINISTRATORS AND SUPERVISORS OF NORTHEASTERN CLINTON CENTRAL SCHOOL.

AGREEMENT

This Agreement entered into this 1st day of July, 2008 by and between the Superintendent of Northeastern Clinton Central School District at Champlain, New York, hereinafter referred to as the "Superintendent," and the Northeastern Clinton Administrative and Supervisory Council, hereinafter referred to as the "Council".

ARTICLE I

TERMS OF AGREEMENT

This Agreement shall constitute the agreement between both parties and shall be in effect on a continuing basis with a condition that upon a mutual written consent of the parties, the contract will be reopened for further negotiations.

ARTICLE II

RECOGNITION AND RESPONSIBILITIES

- A. The Board of Education recognizes the Council as the sole and exclusive negotiating representative with respect to terms and conditions of responsibilities for all members of the Council. The Council shall include all Principals, Assistant Principals, the Director of Special Education, School Psychologists, Counselors and any other administrative supervisory personnel excluding those in the District Office.
- B. The members of the Council shall willingly assume the responsibilities inherent to their respective positions as prescribed by the Superintendent and the Board of Education for the efficient and successful administration of the Education program.

As the educational resource unit for the Board of Education, these responsibilities include the planning, operation and evaluation of the school, including the assignments of both teachers and pupils as per the role of each individual Council member.

- C. The Superintendent acknowledges the need to consult, formally or informally, with the Council when negotiating with other employee organizations. Prior to the commencement of such negotiations the Council shall transmit its concerns, issues, and areas of suggested change within the contracts. During the process, the Superintendent and Council representatives may meet to discuss proposal items and current problematic contractual language. None of the duties performed in accordance with this Section shall constitute a basis for "managerial" designation under Section 201(7) of the Taylor Law.

ARTICLE III

NO STRIKE PLEDGE

The Council affirms that it shall not assert the right to strike against any government in compliance with the provisions of Section 210, Article 14 of the Civil Service Law, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike.

ARTICLE IV

GENERAL EMPLOYMENT PROVISIONS

- A. The School calendar, as hereafter adopted by the Board each year, shall be and is made a part of this Agreement for reference purposes. The President of this Council shall be advised by the Superintendent that said calendar is being prepared for adoption to enable this Council to submit recommendations regarding the calendar.
- B. It is agreed that the period of employment for members of the Council shall be:
 - 1. Assume a year long responsibility for the proper fulfillment of duties prescribed for these positions, and
 - (a) Eleven month Psychologists will work the teacher calendar plus 22 days during the summer recess period.
 - (b) Eleven month Guidance Counselors will work the teacher calendar plus 22 days in the summer recess period; to be scheduled in conjunction with the Superintendent's schedule. This includes the day after graduation through June 30th and the five days before school starts.
 - (c) Elementary Psychologists will work the teacher calendar plus nine days during the summer recess period.
 - (d) Elementary Counselors will work the teacher calendar plus ten days during the summer recess period.
 - (e) Director of Special Education will work the teacher calendar plus 22 days during the summer recess period; to be scheduled in conjunction with the Superintendent's schedule.
 - (f) Building Principals will work the teacher calendar plus 32 days with a minimum of 22 days in the summer recess period; to be scheduled in conjunction with the Superintendent's schedule.

- (g) Assistant Principals will work the teacher calendar plus 22 days with a minimum of 17 days in the summer recess period; to be scheduled in conjunction with the Superintendent's schedule
2. Additional attendance at work at other times, such as during the winter and spring holiday periods; shall be at the individual's discretion in fulfilling the responsibilities of the position under the supervision of the Superintendent.
 3. The year-long responsibility is interpreted as: Full responsibility for the building and its program at all times. All Council members are expected to work until all professional obligations are met.

The use of the building and grounds by groups other than students assigned to the building shall be scheduled by the building principal. This is to include students from other buildings of the District as well as community groups.

The Council recognizes the full accountability and responsibilities of its members to their Superintendent for the proper operation of the building and its program.

In the event that a charge is made that professional obligations are not being satisfactorily completed by members of this unit, then the Council should be apprised of such conditions for the purpose of reviewing the charge and using its good offices in an attempt to rectify the situation.

- C. After consultation with Superintendent, Building principals shall be authorized to recruit suitable staff personnel for the supervision of activities taking place in their building outside of normal working hours, when, in their judgment, such supervision is necessary. Personnel recruited for this purpose shall be compensated at a rate set by the Board of Education.
- D. The principal is responsible for recommending to the Superintendent those probationary teachers who should be retained or dismissed.
- E. Only in the event that no school vehicle is available, reimbursement of expenses for authorized travel by Council members with their personally owned vehicle will be made at the district mileage rate in effect during the term of this Agreement. Only those members whose personal vehicles carry the required New York State minimum insurance coverage or its equivalent will be authorized to use a vehicle in connection with School District business.
- F. To ensure building responsibilities are met while school is in session, Building Principals will be expected to remain in the building until 4 pm. In the event that a Building Principal needs to leave before 4 pm, prior notice will be given to Superintendent and/or District Office.

ARTICLE V

PRINCIPLES AND NEGOTIATIONS PROCEDURES

A. NEGOTIABLE ITEMS

The Board of Education and the Council agree to negotiate in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning matters as may mutually be agreed upon.

B. NEGOTIATION TEAM

Designated representatives of the Board will meet with representatives designated by the Council for the purpose of discussion and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the representatives of the other party.

C. OPENING NEGOTIATIONS

Upon request of either party for a meeting to open negotiations on the continuing agreement, a mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request. In any given year, such request shall be made no later than March 1, except by mutual consent. A tentative list of items for negotiations shall be submitted in writing by each party to the other party at least one (1) week prior to the first meeting. No new items shall be introduced for negotiations subsequent to the adjournment of the first meeting except as may be mutually agreed.

D. NEGOTIATIONS PROCEDURES

1. Following the initial meeting as described in paragraph C, such additional meetings shall be held until the parties reach an agreement on the items or until an impasse is reached. Meetings will be held at mutually agreeable times. A caucus may be called by either party as it is deemed necessary.
2. While no final agreement shall be executed without ratification by the Board of Education and the Council, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counterproposals and reach compromises in the course of negotiations.
3. The parties agree that once negotiations have been completed and agreement ratified, the negotiations will not be reopened except as provided in Section C of this Article.

E. EXCHANGE OF INFORMATION

Both parties shall furnish each other, upon reasonable request, all available information pertinent

to the items under consideration, except such information of a privileged or confidential nature impinging upon an individual's right, legal or otherwise.

F. CONSULTANTS

The parties may call upon consultants to assist in preparing for negotiations, and advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

G. COMMITTEE REPORTS

The parties agree that, during the period of negotiations and prior to reaching an agreement which is to be submitted to the Board of Education and Council, the proceedings shall not be released to the public unless an issuance has the prior approval of both parties.

H. REACHING AGREEMENT

As tentative agreement is reached on each individual item being negotiated, that item shall be reduced to writing as a note-keeping device for the benefit of both parties, but not for the purpose of binding either party. When agreement is reached concerning the entire negotiating package, the proposed agreement shall be reduced to writing and submitted to the Board of Education and the Council for approval. Following approval by the Board of Education and the Council membership, the Board of Education shall take that action which is necessary to make the agreement official.

In case agreement is not reached by negotiation after full consideration of proposals and counterproposals, either party shall request the services of the Public Employment Relations Board.

I. RECORD KEEPING

Each party shall be responsible for the record keeping that it desires to maintain during the various negotiations meetings.

ARTICLE VI

ALLOWABLE ABSENCE

Absence on school days without deduction from salary shall be permitted as follows:

A. Absences

1. Each 12 month Council member is granted 4 personal days and 18 sick/family days.
Each 11 month Council member is granted 3 personal days and 17 sick/family days.
Each 10 month Council member is granted 3 personal days and 15 sick/family days.

-Seventeen (17) unused days are accumulated annually for sick leave.
-Personal leave must be approved by the Superintendent in advance.
2. A Council member who is absent for five (5) or more consecutive sick days will be required to present a physician's certificate at the discretion of the Superintendent.
3. Accumulated Leave:
 - (a) Unused days shall be accumulated from year to year and used as needed, but not to exceed two hundred twenty two (222) days.
 - (b) Council members, upon retirement, will be compensated at a rate of current pay as listed below, for each accumulated sick day over seventy-five (75) days to a maximum of one hundred eighty (180) days.

A member employed on a:

- 10-month basis at 1/200 of current pay
- 11-month basis at 1/220 of current pay
- 11-month + 10 days basis at 1/220 of current pay

B. MATERNITY LEAVE

In addition to the accumulated sick leave which may be utilized by a female member for pregnancy-related illness or disability, either male or female members shall be granted leave of up to two years for each birth of a child without loss of tenure rights or any other related right. Such leave shall be without pay. For the purpose of the section, multiple births shall be deemed to be a single birth. Such leave shall be granted one year at a time. The member shall notify the Superintendent in writing within three months after the pregnancy has been determined. An application for maternity leave accompanied by a statement from a physician indicating the probable date of delivery shall be made at any time prior to the end of the fifth month of pregnancy and immediately after delivery, provided, however, that the Board shall require a

physician's certification as to fitness for work of such member after delivery. In the event that a second year of maternity leave is required by such member, application for such leave must be filed in writing with the Board at least ninety (90) days prior to the expiration of the first year of maternity leave.

C. SPECIAL LEAVE

1. After three (3) years of successful service in the District, a leave of absence for either one semester or one year without pay may be granted to Council members for professional study and improvement, or other justifiable reasons as may be agreed upon by the Superintendent and with the approval of the Board.
2. A member who is unable to discharge his duties because of personal illness or disability and who has exhausted all sick leave may be requested to take, or may be granted a leave of absence without pay, for the duration of such illness or disability.
3. The term of leave will be considered a period of employment for the purpose of seniority and placement on the salary schedule only in cases where the leave is recommended by the Superintendent and is for study in an area directly associated with the duties of the individual on leave and when such person will use such study for the benefit of this District.
4. Salary adjustments, retirement, and option for health benefits will be maintained if recommended by the Superintendent.

D. JURY DUTY

Any Council member who is selected to serve on jury duty will be paid his regular salary for the time he must serve. If a stipend is paid for jury duty, then such stipend shall be paid over to the District.

E. BEREAVEMENT LEAVE

Administrators will be entitled to three (3) days per occurrence at full pay for bereavement purposes. If additional days are needed, they will be deducted from available personal leave days. Leave taken under this section shall be for bereavement involving the following whether by blood relationship or by marriage: grandparent(s), sister(s), brother(s), and any other person residing at the domicile of the Administrator. The use of one other day will be allowed in the event of the death of a cousin, aunt or uncle. In the event of the death of a spouse, child, parent, or parent of the council member's spouse, five (5) days will be allowed. The above is not accumulative.

ARTICLE VII

INSURANCE BENEFITS

Co-Pay for Healthcare

- A. 1. All employees will be offered coverage under the B.O.C.E.S. Wide Health Insurance Plan presently in effect in accordance with District policy. Effective July 1, 2008, the employee who participates in the coverage will contribute towards the cost of the premium according to the following:

2008-2009	13% of the premium regardless of coverage
2009-2010	14% of the premium regardless of coverage
2010-2011	14% of the premium regardless of coverage

2. When the employee and his/her spouse are employees of the District, the District will offer either two (2) individual coverages or one (1) family coverage.

- B. Health Insurance coverage in retirement will be according to the following:

1. The Employer agrees to continue to pay the cost of hospitalization insurance for retirees who retired from the District on or before June 30, 1990.
2. Employees who retire on or after July 1, 1990 will be eligible for continued hospitalization insurance at the Employer's share of the expense provided that they have completed at least ten year's service in the District.
3. Employees who were employed on or after July 1, 1990 and provided that they have completed at least ten year's service in the District will be eligible for continued hospitalization insurance during retirement with the District's share of the premium cost will be limited to the "individual" premium rate.
4. Employees meeting the criteria cited in B3 desiring a family plan at retirement may enroll, but will be responsible for paying the difference between the two coverages. This provision is allowed for the employee's family at the time of retirement.

EXAMPLE: YEARLY FAMILY PLAN PREMIUM (X) – INDIVIDUAL PLAN PREMIUM (Y)
= EMPLOYEE'S RESPONSIBILITY (Z)

5. If the retired employee becomes deceased, and was enrolled in a family plan at the time of retirement, the spouse will be eligible to continue coverage (Individual or Family) entirely at his/her own expense.
6. Retirees from the District who are participating in the District provided Health Insurance Plan

and who, on July 1, 1996, were not eligible for Medicare Reimbursement, upon attaining age sixty-five (65), will be reimbursed solely the Medicare premium on a semi-annual basis.

7. Members of the Council will be eligible to participate in an IRS Section 125 plan.
8. Council members who are covered by another health insurance plan or whose spouse has insurance coverage other than through the District may participate in a District offered "insurance buyout". Specifically, the incentive for electing not to participate in the District offered health insurance plan will be twenty five percent (25%) of the premium of the plan for which the member is eligible. Payment will be made in two equal installments, the first payroll in December and the last payroll in June and will be subject to payroll withholding taxes.

ARTICLE VIII

COUNCIL MEMBER PROTECTION AND BUILDING DISCIPLINE

Formal complaints from building staff, by parents of a student, by a student, or by community organizations which are directed toward a Council member shall be called to the member's attention as soon as possible and the member shall be afforded the opportunity to reply to same. The Board of Education shall, when required, provide legal counsel.

ARTICLE IX

CURRICULUM DEVELOPMENT AND INSTRUCTIONAL RESEARCH

IMPROVEMENT OF INSTRUCTION

Building administrators (principals), in conjunction with the Superintendent shall take a leadership role in determining professional growth needs, and shall be responsible for the improvement of instruction by being involved in the planning of workshops, consultant service and/or courses.

ARTICLE X

PRINCIPAL'S RESPONSIBILITY BUILDING OPERATION OR ASSIGNED AREA

- A. It is agreed that the Principal assumes a responsibility for the operation of his building or area. It is also agreed that all personnel in the building shall be responsible to the Principal in said

building. All personnel not permanently assigned, but functioning in the building, shall report to the Principal of said building in order to coordinate programs and services.

- B. Every effort should be made to apprise the Principal of all decisions that affect the operation of the building, rendered at a superior level in advance of their taking effect. The appraisal shall be given by the Superintendent.
- C. Professional, Civil Service, or Contracted Personnel shall not be assigned to a school without the Principal of said school participating in the decision of such staffing, whenever possible.

ARTICLE XI

EVALUATION PROCEDURES

- A. It is agreed that Building Principals shall play a role in developing evaluation procedures, which would be subsequently used in evaluating the building staff.
- B. Only personnel with administrative certification in supervisory or administrative positions, in the employ of the District, shall evaluate Council members and their programs.

ARTICLE XII

DUES DEDUCTION

As authorized under Section 93-b of the General Municipal Law and in keeping with the intent of Chapter 392, Laws of 1967, a payroll deduction plan for dues is established for membership in professional associations. Deductions of dues for any one or any combination of these associations is provided as members of the Council individually and voluntarily authorize the Board of Education to deduct.

ARTICLE XIII

SALARIES

- A. Each Council Member will receive raises per the following Schedule:

2008-2009	3.50%
2009-2010	3.70%
2010-2011	3.75%

**The Middle School principal will receive a \$2,000 salary increase for the 2008-09 school year to assume chairperson duties for the Professional Development Committee. Other administrators will receive a \$1,000 salary increase for the 2008-09 school year for participation on the Professional Development Committee after the 3.50% increase. These increases are for the 2008-2009 year only. ATTACHMENT C B.1.STIPENDS will be eliminated. Other committee assignments will continue without additional compensation.*

B. Career Increments:

1. In the tenth (10th) year of service in the Northeastern Clinton Central School District, affected member(s) of the Council will be entitled to an increment of \$3,500.
2. In the fifteenth (15th) year of service in the Northeastern Clinton Central School District, affected member(s) of the Council will be entitled to an increment of \$1,000.
3. In the twentieth (20th) year of service in the Northeastern Clinton Central School District, affected member(s) of the Council will be entitled to an increment of \$1,000.

- C. Any member of the Northeastern Clinton Central School District Administrators Council announcing his/her retirement at least one (1) year before the effective date of the retirement date shall have a sum of one thousand dollars (\$1,000) added to the last year's salary.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. DEFINITION

1. A "Grievance" is a claim by a member or group of members based upon a claimed violation of the provisions of this Agreement
2. "Superintendent of Schools" means the Chief Executive Officer.
3. "Grievant" means any party named in a grievance who is the aggrieved party.
4. "Party in Interest" means any party named in a grievance who is not the aggrieved party.
5. "Hearing Officer" means any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.
6. "Days" shall mean calendar days.

B. PROCEDURES

1. Stage 1: Superintendent of Schools - Informal

A member having a grievance will discuss it with the Superintendent either directly or may have a Council Representative present within twenty (20) days with objective of resolving the matter informally. The Superintendent will confer with all the parties in interest, but in arriving at his decision will not consider any material or statement offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative being made aware that this material or these statements have been considered. If the member submits the grievance through a representative, the member may be present during the discussion of the grievance.

2. Stage 2: Superintendent of Schools - Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent. Within twenty (20) days after the written grievance is presented to him, the Superintendent shall render a decision thereon, in writing, and present it to the grievant.

3. Stage 3: The Board of Education

- (a) If either the grievant or the Council is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within twenty (20) days after the Superintendent has given notice of such decision and has presented such decision to the grievant.
- (b) Within twenty (20) days after receipt of an appeal, the Board or subcommittee thereof shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- (c) The hearing officer shall render a decision and notice of such decision and a copy thereof shall be given within twenty (20) days after the conclusion of the hearing. Notice of such decision and a copy thereof shall promptly be given to the grievant and/or his representative who has appealed such grievance to the Board of Education.

4. Stage 4: Arbitration

- (a) After such hearing, if either the grievant or the Council is not satisfied with the decision of the Board rendered at Stage 3, either side may submit the grievance to arbitration by written notice to the Board given twenty (20) days after the Board shall have given notice of its decision to the grievant and Council.
- (b) Within twenty (20) days after such written notice of submission to arbitration the Board of Education and Council will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the

specified period, the arbitrator shall be selected in accordance with procedures established by the Public Employment Relations board of the State of New York.

- (c) The arbitrator will hear the matter promptly and will issue his 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 when the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- (d) The arbitrator shall limit his decision to the application and interpretation of this Agreement; however, he shall be without power and authority to make any decision or recommendation.
 - 1. Contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
 - 2. Involving Board discretion or Board policy under the provisions of this Agreement, except that he may decide in a particular case, involving Board discretion or policy, whether or not the Board applied such discretion or policy discriminatory, i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system similar circumstances.
 - 3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board of Education under the applicable law, and rules and regulations having the force and effect of law.
- (e) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Council.

C. RULES OF PROCEDURE

- 1. All grievances shall include the name and position of the grievant, the identity of the provision of law, this Agreement, policies, etc., involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the grievant, and general statement of the nature of the grievance and the redress sought by the grievant.
- 2. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth the reasons therefore. Each decision when rendered shall forthwith be transmitted to the grievant.
- 3. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruptions of administrative duties and to avoid involvement of students in any phase of the grievance

procedure.

4. The Board of Education and Council agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the grievance.
5. Except as otherwise provided at Stage 1, the grievant and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against them and to call witnesses on their own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure, with the exception of Article XIV, Section B. Item 3, Subsection b.
6. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Superintendent or by any member of the administration against the grievant, any party in interest, any representative or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
7. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents may be developed and approved by both parties. The Superintendent will then have them duplicated and distributed as the parties agree so as to facilitate operation of the grievance procedure.
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. Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance informally adjusted without intervention of the Council, provided the adjustment is not inconsistent with the terms of this Agreement and Council has been given an opportunity to be present at such adjustment and to state its views on the grievance or to be heard with respect thereto before such adjustment becomes final. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in further proceedings.
10. The grievant may choose whomever he wishes to represent him at any stage, except that such representative may not be an official of a competing employee organization.
11. If any provision of this grievance procedure or any application thereof to any member or group of members in the negotiating unit shall be finally determined by any court to be contrary to the law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications will continue in full force and effect.

D. TIME LIMITS

1. Since it is important to good relationship that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party shall be extended only by mutual agreement.
2. Every grievance will be deemed waived unless the grievance is presented at the first stage within twenty (20) days after the member became aware of the act or condition on which the grievance is based.
3. The time of any party to a grievance who is entitled to appeal from any decision rendered with respect thereto shall run from the date when notice is served on such party, regardless of whether such service is late or whether it has been duly served on any other party entitled to notice thereof.
4. Failure at any stage of the grievance procedure to communicate a decision to the grievant and/or his representatives 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.
5. In the event a grievance is filed on or after June 1, in any year, efforts will be made by both parties to resolve the grievance before the end of the school term or as soon thereafter as possible.

ARTICLE XV

MISCELLANEOUS

A. TAX SHELTERED ANNUITIES

District approved tax sheltered annuity programs shall be available to all Council members.

B. ATTENDANCE AT CONFERENCES - MEETINGS

1. The Board shall provide \$4,000 annually for Council members to attend regional or state conferences, meetings and workshops. Attendance at the Leadership Academy is in addition to this allotment.
2. The time spent at conferences, including travel time, shall not be counted as vacation time, holiday time, or personal leave time, but will be treated in all respect as part of the normal performance of duties during the work year without reduction in pay.

C. CHANGE OF POSITION TITLES

The Board may change a position title held by a member of the Council insofar as the member agrees to the title change. During the life of this agreement and both parties will work together to develop position descriptions. This addition is not construed to be a Council Veto over the final written position description.

D. MAINTENANCE OF STANDARDS

Except as provided for in this Agreement, all conditions of employment and general working conditions shall not be changed during the life of this Agreement. Any changes in such conditions shall be negotiated with and agreed to by the Council and the Superintendent of Schools.

E. CREDIT REIMBURSEMENTS

Council members are eligible for tuition reimbursement after five years in the Council. This provision is not available to Council members seeking a doctorate degree. Advance approval of the Superintendent is required. Council members taking graduate courses in order to advance their skills shall be reimbursed one hundred percent (100%) of the costs of tuition. College fees and textbooks relating to these courses will be reimbursed at one hundred percent (100%) to a maximum of two hundred dollars (\$200) per year. A grade of "B" or above is necessary for reimbursement. Such reimbursement will be made one year after the completion of said course. If a Council member leaves the employment of the district voluntarily within two (2) years after reimbursement said individual will reimburse district in full.

F. DUES

The Northeastern Clinton Central School District shall pay membership dues for each member of the Northeastern Clinton Central School Administrative & Supervisory Council to one (1) state or national professional council of the member's choice. The national councils must be recognized educational councils. The District will not pay dues to the School Administrators Association of New York State.

ARTICLE XVI

LEGISLATIVE ENACTMENT

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.

ARTICLE XVII

TUITION WAIVER

It is agreed that unit members as of July 1, 2008 who live outside the geographic boundaries of the district and wish to have a child attend district schools, will have tuition set at \$1,250 per student per year.

ARTICLE XVIII

DURATION

The term of this Agreement shall be from July 1, 2008 until June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2009.

Superintendent of Schools
Northeastern Clinton Central School District

President, Board of Education Northeastern Clinton Central School
District at Champlain, New York

by _____

President
Northeastern Clinton
Administrative & Supervisory Council

by _____

ATTACHMENT A

Involuntary 403(b)

403(b) Employer Non-Elective contributions shall be contributed in accordance with, and subject to the following conditions:

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

Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

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

403(b) Accounts Employer Non-Elective contributions shall be deposited into the Metropolitan Life Insurance Company endorsed 403(b) provider offered through Metropolitan Life Insurance Company, in the name of the employee.

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

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

ATTACHMENT A (continued)

This section shall further be subject to the approval of the 403(b) Provider, which shall review this section 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, Metropolitan Life Insurance Company (MetLife) agrees to provide the Employer with MetLife's standard hold harmless agreement where the Employer has selected MetLife as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

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

AGREEMENT BETWEEN

SUPERINTENDENT OF SCHOOLS

AND

**NORTHEASTERN CLINTON
ADMINISTRATIVE AND SUPERVISORY
COUNCIL**

JULY 1, 2008 - JUNE 30, 2011

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PREAMBLE

THE NORTHEASTERN CLINTON CENTRAL DISTRICT BOARD OF EDUCATION AND THE NORTHEASTERN CLINTON ADMINISTRATIVE AND SUPERVISORY COUNCIL DECLARES ITS COMMON INTEREST IN THE DESIRE TO ACHIEVE THE FINEST POSSIBLE EDUCATION FOR THE CHILDREN OF OUR COMMUNITIES ENCOMPASSED BY OUR SCHOOL DISTRICT. COUNCIL STAFF MEMBERS SERVE AS AGENTS OF THE BOARD OF EDUCATION IN PROMOTING AND IMPLEMENTING THE POLICIES OF THAT BODY. IT IS THE COUNCIL'S PURPOSE TO ACCOMPLISH THIS DESIRE THROUGH THE CONTINUATION OF THE COOPERATIVE RELATIONSHIP AMONG THE BOARD OF EDUCATION, THE SUPERINTENDENT OF SCHOOLS, AND THE SCHOOL ADMINISTRATORS AND SUPERVISORS OF NORTHEASTERN CLINTON CENTRAL SCHOOL.

AGREEMENT

This Agreement entered into this 1st day of July, 2008 by and between the Superintendent of Northeastern Clinton Central School District at Champlain, New York, hereinafter referred to as the "Superintendent," and the Northeastern Clinton Administrative and Supervisory Council, hereinafter referred to as the "Council".

ARTICLE I

TERMS OF AGREEMENT

This Agreement shall constitute the agreement between both parties and shall be in effect on a continuing basis with a condition that upon a mutual written consent of the parties, the contract will be reopened for further negotiations.

ARTICLE II

RECOGNITION AND RESPONSIBILITIES

- A. The Board of Education recognizes the Council as the sole and exclusive negotiating representative with respect to terms and conditions of responsibilities for all members of the Council. The Council shall include all Principals, Assistant Principals, the Director of Special Education, School Psychologists, Counselors and any other administrative supervisory personnel excluding those in the District Office.
- B. The members of the Council shall willingly assume the responsibilities inherent to their respective positions as prescribed by the Superintendent and the Board of Education for the efficient and successful administration of the Education program.

As the educational resource unit for the Board of Education, these responsibilities include the planning, operation and evaluation of the school, including the assignments of both teachers and pupils as per the role of each individual Council member.

- C. The Superintendent acknowledges the need to consult, formally or informally, with the Council when negotiating with other employee organizations. Prior to the commencement of such negotiations the Council shall transmit its concerns, issues, and areas of suggested change within the contracts. During the process, the Superintendent and Council representatives may meet to discuss proposal items and current problematic contractual language. None of the duties performed in accordance with this Section shall constitute a basis for "managerial" designation under Section 201(7) of the Taylor Law.

ARTICLE III

NO STRIKE PLEDGE

The Council affirms that it shall not assert the right to strike against any government in compliance with the provisions of Section 210, Article 14 of the Civil Service Law, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike.

ARTICLE IV

GENERAL EMPLOYMENT PROVISIONS

- A. The School calendar, as hereafter adopted by the Board each year, shall be and is made a part of this Agreement for reference purposes. The President of this Council shall be advised by the Superintendent that said calendar is being prepared for adoption to enable this Council to submit recommendations regarding the calendar.
- B. It is agreed that the period of employment for members of the Council shall be:
 - 1. Assume a year long responsibility for the proper fulfillment of duties prescribed for these positions, and
 - (a) Eleven month Psychologists will work the teacher calendar plus 22 days during the summer recess period.
 - (b) Eleven month Guidance Counselors will work the teacher calendar plus 22 days in the summer recess period; to be scheduled in conjunction with the Superintendent's schedule. This includes the day after graduation through June 30th and the five days before school starts.
 - (c) Elementary Psychologists will work the teacher calendar plus nine days during the summer recess period.
 - (d) Elementary Counselors will work the teacher calendar plus ten days during the summer recess period.
 - (e) Director of Special Education will work the teacher calendar plus 22 days during the summer recess period; to be scheduled in conjunction with the Superintendent's schedule.
 - (f) Building Principals will work the teacher calendar plus 32 days with a minimum of 22 days in the summer recess period; to be scheduled in conjunction with the Superintendent's schedule.

- (g) Assistant Principals will work the teacher calendar plus 22 days with a minimum of 17 days in the summer recess period; to be scheduled in conjunction with the Superintendent's schedule
2. Additional attendance at work at other times, such as during the winter and spring holiday periods, shall be at the individual's discretion in fulfilling the responsibilities of the position under the supervision of the Superintendent.
3. The year-long responsibility is interpreted as: Full responsibility for the building and its program at all times. All Council members are expected to work until all professional obligations are met.

The use of the building and grounds by groups other than students assigned to the building shall be scheduled by the building principal. This is to include students from other buildings of the District as well as community groups.

The Council recognizes the full accountability and responsibilities of its members to their Superintendent for the proper operation of the building and its program.

In the event that a charge is made that professional obligations are not being satisfactorily completed by members of this unit, then the Council should be apprised of such conditions for the purpose of reviewing the charge and using its good offices in an attempt to rectify the situation.

- C. After consultation with Superintendent, Building principals shall be authorized to recruit suitable staff personnel for the supervision of activities taking place in their building outside of normal working hours, when, in their judgment, such supervision is necessary. Personnel recruited for this purpose shall be compensated at a rate set by the Board of Education.
- D. The principal is responsible for recommending to the Superintendent those probationary teachers who should be retained or dismissed.
- E. Only in the event that no school vehicle is available, reimbursement of expenses for authorized travel by Council members with their personally owned vehicle will be made at the district mileage rate in effect during the term of this Agreement. Only those members whose personal vehicles carry the required New York State minimum insurance coverage or its equivalent will be authorized to use a vehicle in connection with School District business.
- F. To ensure building responsibilities are met while school is in session, Building Principals will be expected to remain in the building until 4 pm. In the event that a Building Principal needs to leave before 4 pm, prior notice will be given to Superintendent and/or District Office.

ARTICLE V

PRINCIPLES AND NEGOTIATIONS PROCEDURES

A. NEGOTIABLE ITEMS

The Board of Education and the Council agree to negotiate in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning matters as may mutually be agreed upon.

B. NEGOTIATION TEAM

Designated representatives of the Board will meet with representatives designated by the Council for the purpose of discussion and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the representatives of the other party.

C. OPENING NEGOTIATIONS

Upon request of either party for a meeting to open negotiations on the continuing agreement, a mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request. In any given year, such request shall be made no later than March 1, except by mutual consent. A tentative list of items for negotiations shall be submitted in writing by each party to the other party at least one (1) week prior to the first meeting. No new items shall be introduced for negotiations subsequent to the adjournment of the first meeting except as may be mutually agreed.

D. NEGOTIATIONS PROCEDURES

1. Following the initial meeting as described in paragraph C, such additional meetings shall be held until the parties reach an agreement on the items or until an impasse is reached. Meetings will be held at mutually agreeable times. A caucus may be called by either party as it is deemed necessary.
2. While no final agreement shall be executed without ratification by the Board of Education and the Council, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counterproposals and reach compromises in the course of negotiations.
3. The parties agree that once negotiations have been completed and agreement ratified, the negotiations will not be reopened except as provided in Section C of this Article.

E. EXCHANGE OF INFORMATION

Both parties shall furnish each other, upon reasonable request, all available information pertinent

to the items under consideration, except such information of a privileged or confidential nature impinging upon an individual's right, legal or otherwise.

F. CONSULTANTS

The parties may call upon consultants to assist in preparing for negotiations, and advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

G. COMMITTEE REPORTS

The parties agree that, during the period of negotiations and prior to reaching an agreement which is to be submitted to the Board of Education and Council, the proceedings shall not be released to the public unless an issuance has the prior approval of both parties.

H. REACHING AGREEMENT

As tentative agreement is reached on each individual item being negotiated, that item shall be reduced to writing as a note-keeping device for the benefit of both parties, but not for the purpose of binding either party. When agreement is reached concerning the entire negotiating package, the proposed agreement shall be reduced to writing and submitted to the Board of Education and the Council for approval. Following approval by the Board of Education and the Council membership, the Board of Education shall take that action which is necessary to make the agreement official.

In case agreement is not reached by negotiation after full consideration of proposals and counterproposals, either party shall request the services of the Public Employment Relations Board.

I. RECORD KEEPING

Each party shall be responsible for the record keeping that it desires to maintain during the various negotiations meetings.

ARTICLE VI

ALLOWABLE ABSENCE

Absence on school days without deduction from salary shall be permitted as follows:

A. Absences

1. Each 12 month Council member is granted 4 personal days and 18 sick/family days.
Each 11 month Council member is granted 3 personal days and 17 sick/family days.
Each 10 month Council member is granted 3 personal days and 15 sick/family days.

-Seventeen (17) unused days are accumulated annually for sick leave.
-Personal leave must be approved by the Superintendent in advance.
2. A Council member who is absent for five (5) or more consecutive sick days will be required to present a physician's certificate at the discretion of the Superintendent.
3. Accumulated Leave:
 - (a) Unused days shall be accumulated from year to year and used as needed, but not to exceed two hundred twenty two (222) days.
 - (b) Council members, upon retirement, will be compensated at a rate of current pay as listed below, for each accumulated sick day over seventy-five (75) days to a maximum of one hundred eighty (180) days.

A member employed on a:

- 10-month basis at 1/200 of current pay
- 11-month basis at 1/220 of current pay
- 11-month + 10 days basis at 1/220 of current pay

B. MATERNITY LEAVE

In addition to the accumulated sick leave which may be utilized by a female member for pregnancy-related illness or disability, either male or female members shall be granted leave of up to two years for each birth of a child without loss of tenure rights or any other related right. Such leave shall be without pay. For the purpose of the section, multiple births shall be deemed to be a single birth. Such leave shall be granted one year at a time. The member shall notify the Superintendent in writing within three months after the pregnancy has been determined. An application for maternity leave accompanied by a statement from a physician indicating the probable date of delivery shall be made at any time prior to the end of the fifth month of pregnancy and immediately after delivery, provided, however, that the Board shall require a

physician's certification as to fitness for work of such member after delivery. In the event that a second year of maternity leave is required by such member, application for such leave must be filed in writing with the Board at least ninety (90) days prior to the expiration of the first year of maternity leave.

C. SPECIAL LEAVE

1. After three (3) years of successful service in the District, a leave of absence for either one semester or one year without pay may be granted to Council members for professional study and improvement, or other justifiable reasons as may be agreed upon by the Superintendent and with the approval of the Board.
2. A member who is unable to discharge his duties because of personal illness or disability and who has exhausted all sick leave may be requested to take, or may be granted a leave of absence without pay, for the duration of such illness or disability.
3. The term of leave will be considered a period of employment for the purpose of seniority and placement on the salary schedule only in cases where the leave is recommended by the Superintendent and is for study in an area directly associated with the duties of the individual on leave and when such person will use such study for the benefit of this District.
4. Salary adjustments, retirement, and option for health benefits will be maintained if recommended by the Superintendent.

D. JURY DUTY

Any Council member who is selected to serve on jury duty will be paid his regular salary for the time he must serve. If a stipend is paid for jury duty, then such stipend shall be paid over to the District.

E. BEREAVEMENT LEAVE

Administrators will be entitled to three (3) days per occurrence at full pay for bereavement purposes. If additional days are needed, they will be deducted from available personal leave days. Leave taken under this section shall be for bereavement involving the following whether by blood relationship or by marriage: grandparent(s), sister(s), brother(s), and any other person residing at the domicile of the Administrator. The use of one other day will be allowed in the event of the death of a cousin, aunt or uncle. In the event of the death of a spouse, child, parent, or parent of the council member's spouse, five (5) days will be allowed. The above is not accumulative.

ARTICLE VII

INSURANCE BENEFITS

Co-Pay for Healthcare

- A. 1. All employees will be offered coverage under the B.O.C.E.S. Wide Health Insurance Plan presently in effect in accordance with District policy. Effective July 1, 2008, the employee who participates in the coverage will contribute towards the cost of the premium according to the following:

2008-2009	13% of the premium regardless of coverage
2009-2010	14% of the premium regardless of coverage
2010-2011	14% of the premium regardless of coverage

2. When the employee and his/her spouse are employees of the District, the District will offer either two (2) individual coverages or one (1) family coverage.

- B. Health Insurance coverage in retirement will be according to the following:

1. The Employer agrees to continue to pay the cost of hospitalization insurance for retirees who retired from the District on or before June 30, 1990.
2. Employees who retire on or after July 1, 1990 will be eligible for continued hospitalization insurance at the Employer's share of the expense provided that they have completed at least ten year's service in the District.
3. Employees who were employed on or after July 1, 1990 and provided that they have completed at least ten year's service in the District will be eligible for continued hospitalization insurance during retirement with the District's share of the premium cost will be limited to the "individual" premium rate.
4. Employees meeting the criteria cited in B3 desiring a family plan at retirement may enroll, but will be responsible for paying the difference between the two coverages. This provision is allowed for the employee's family at the time of retirement.

EXAMPLE: YEARLY FAMILY PLAN PREMIUM (X) – INDIVIDUAL PLAN PREMIUM (Y)
= EMPLOYEE'S RESPONSIBILITY (Z)

5. If the retired employee becomes deceased, and was enrolled in a family plan at the time of retirement, the spouse will be eligible to continue coverage (Individual or Family) entirely at his/her own expense.
6. Retirees from the District who are participating in the District provided Health Insurance Plan

and who, on July 1, 1996, were not eligible for Medicare Reimbursement, upon attaining age sixty-five (65), will be reimbursed solely the Medicare premium on a semi-annual basis.

7. Members of the Council will be eligible to participate in an IRS Section 125 plan.
8. Council members who are covered by another health insurance plan or whose spouse has insurance coverage other than through the District may participate in a District offered "insurance buyout". Specifically, the incentive for electing not to participate in the District offered health insurance plan will be twenty five percent (25%) of the premium of the plan for which the member is eligible. Payment will be made in two equal installments, the first payroll in December and the last payroll in June and will be subject to payroll withholding taxes.

ARTICLE VIII

COUNCIL MEMBER PROTECTION AND BUILDING DISCIPLINE

Formal complaints from building staff, by parents of a student, by a student, or by community organizations which are directed toward a Council member shall be called to the member's attention as soon as possible and the member shall be afforded the opportunity to reply to same. The Board of Education shall, when required, provide legal counsel.

ARTICLE IX

CURRICULUM DEVELOPMENT AND INSTRUCTIONAL RESEARCH

IMPROVEMENT OF INSTRUCTION

Building administrators (principals), in conjunction with the Superintendent shall take a leadership role in determining professional growth needs, and shall be responsible for the improvement of instruction by being involved in the planning of workshops, consultant service and/or courses.

ARTICLE X

PRINCIPAL'S RESPONSIBILITY BUILDING OPERATION OR ASSIGNED AREA

- A. It is agreed that the Principal assumes a responsibility for the operation of his building or area. It is also agreed that all personnel in the building shall be responsible to the Principal in said

building. All personnel not permanently assigned, but functioning in the building, shall report to the Principal of said building in order to coordinate programs and services.

- B. Every effort should be made to apprise the Principal of all decisions that affect the operation of the building, rendered at a superior level in advance of their taking effect. The appraisal shall be given by the Superintendent.
- C. Professional, Civil Service, or Contracted Personnel shall not be assigned to a school without the Principal of said school participating in the decision of such staffing, whenever possible.

ARTICLE XI

EVALUATION PROCEDURES

- A. It is agreed that Building Principals shall play a role in developing evaluation procedures, which would be subsequently used in evaluating the building staff.
- B. Only personnel with administrative certification in supervisory or administrative positions, in the employ of the District, shall evaluate Council members and their programs.

ARTICLE XII

DUES DEDUCTION

As authorized under Section 93-b of the General Municipal Law and in keeping with the intent of Chapter 392, Laws of 1967, a payroll deduction plan for dues is established for membership in professional associations. Deductions of dues for any one or any combination of these associations is provided as members of the Council individually and voluntarily authorize the Board of Education to deduct.

ARTICLE XIII

SALARIES

- A. Each Council Member will receive raises per the following Schedule:

2008-2009	3.50%
2009-2010	3.70%
2010-2011	3.75%

**The Middle School principal will receive a \$2,000 salary increase for the 2008-09 school year to assume chairperson duties for the Professional Development Committee. Other administrators will receive a \$1,000 salary increase for the 2008-09 school year for participation on the Professional Development Committee after the 3.50% increase. These increases are for the 2008-2009 year only. ATTACHMENT C B.1.STIPENDS will be eliminated. Other committee assignments will continue without additional compensation.*

B. Career Increments:

1. In the tenth (10th) year of service in the Northeastern Clinton Central School District, affected member(s) of the Council will be entitled to an increment of \$3,500.
2. In the fifteenth (15th) year of service in the Northeastern Clinton Central School District, affected member(s) of the Council will be entitled to an increment of \$1,000.
3. In the twentieth (20th) year of service in the Northeastern Clinton Central School District, affected member(s) of the Council will be entitled to an increment of \$1,000.

- C. Any member of the Northeastern Clinton Central School District Administrators Council announcing his/her retirement at least one (1) year before the effective date of the retirement date shall have a sum of one thousand dollars (\$1,000) added to the last year's salary.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. DEFINITION

1. A "Grievance" is a claim by a member or group of members based upon a claimed violation of the provisions of this Agreement
2. "Superintendent of Schools" means the Chief Executive Officer.
3. "Grievant" means any party named in a grievance who is the aggrieved party.
4. "Party in Interest" means any party named in a grievance who is not the aggrieved party.
5. "Hearing Officer" means any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.
6. "Days" shall mean calendar days.

B. PROCEDURES

1. Stage 1: Superintendent of Schools - Informal

A member having a grievance will discuss it with the Superintendent either directly or may have a Council Representative present within twenty (20) days with objective of resolving the matter informally. The Superintendent will confer with all the parties in interest, but in arriving at his decision will not consider any material or statement offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative being made aware that this material or these statements have been considered. If the member submits the grievance through a representative, the member may be present during the discussion of the grievance.

2. Stage 2: Superintendent of Schools - Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent. Within twenty (20) days after the written grievance is presented to him, the Superintendent shall render a decision thereon, in writing, and present it to the grievant.

3. Stage 3: The Board of Education

- (a) If either the grievant or the Council is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within twenty (20) days after the Superintendent has given notice of such decision and has presented such decision to the grievant.
- (b) Within twenty (20) days after receipt of an appeal, the Board or subcommittee thereof shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- (c) The hearing officer shall render a decision and notice of such decision and a copy thereof shall be given within twenty (20) days after the conclusion of the hearing. Notice of such decision and a copy thereof shall promptly be given to the grievant and/or his representative who has appealed such grievance to the Board of Education.

4. Stage 4: Arbitration

- (a) After such hearing, if either the grievant or the Council is not satisfied with the decision of the Board rendered at Stage 3, either side may submit the grievance to arbitration by written notice to the Board given twenty (20) days after the Board shall have given notice of its decision to the grievant and Council.
- (b) Within twenty (20) days after such written notice of submission to arbitration the Board of Education and Council will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the

specified period, the arbitrator shall be selected in accordance with procedures established by the Public Employment Relations board of the State of New York.

- (c) The arbitrator will hear the matter promptly and will issue his 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 when the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- (d) The arbitrator shall limit his decision to the application and interpretation of this Agreement; however, he shall be without power and authority to make any decision or recommendation.
 - 1. Contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
 - 2. Involving Board discretion or Board policy under the provisions of this Agreement, except that he may decide in a particular case, involving Board discretion or policy, whether or not the Board applied such discretion or policy discriminatory, i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system similar circumstances.
 - 3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board of Education under the applicable law, and rules and regulations having the force and effect of law.
- (e) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Council.

C. RULES OF PROCEDURE

- 1. All grievances shall include the name and position of the grievant, the identity of the provision of law, this Agreement, policies, etc., involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the grievant, and general statement of the nature of the grievance and the redress sought by the grievant.
- 2. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth the reasons therefore. Each decision when rendered shall forthwith be transmitted to the grievant.
- 3. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruptions of administrative duties and to avoid involvement of students in any phase of the grievance

procedure.

4. The Board of Education and Council agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the grievance.
5. Except as otherwise provided at Stage 1, the grievant and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against them and to call witnesses on their own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure, with the exception of Article XIV, Section B. Item 3, Subsection b.
6. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Superintendent or by any member of the administration against the grievant, any party in interest, any representative or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
7. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents may be developed and approved by both parties. The Superintendent will then have them duplicated and distributed as the parties agree so as to facilitate operation of the grievance procedure.
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. Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance informally adjusted without intervention of the Council, provided the adjustment is not inconsistent with the terms of this Agreement and Council has been given an opportunity to be present at such adjustment and to state its views on the grievance or to be heard with respect thereto before such adjustment becomes final. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in further proceedings.
10. The grievant may choose whomever he wishes to represent him at any stage, except that such representative may not be an official of a competing employee organization.
11. If any provision of this grievance procedure or any application thereof to any member or group of members in the negotiating unit shall be finally determined by any court to be contrary to the law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications will continue in full force and effect.

D. TIME LIMITS

1. Since it is important to good relationship that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party shall be extended only by mutual agreement.
2. Every grievance will be deemed waived unless the grievance is presented at the first stage within twenty (20) days after the member became aware of the act or condition on which the grievance is based.
3. The time of any party to a grievance who is entitled to appeal from any decision rendered with respect thereto shall run from the date when notice is served on such party, regardless of whether such service is late or whether it has been duly served on any other party entitled to notice thereof.
4. Failure at any stage of the grievance procedure to communicate a decision to the grievant and/or his representatives 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.
5. In the event a grievance is filed on or after June 1, in any year, efforts will be made by both parties to resolve the grievance before the end of the school term or as soon thereafter as possible.

ARTICLE XV

MISCELLANEOUS

A. TAX SHELTERED ANNUITIES

District approved tax sheltered annuity programs shall be available to all Council members.

B. ATTENDANCE AT CONFERENCES - MEETINGS

1. The Board shall provide \$4,000 annually for Council members to attend regional or state conferences, meetings and workshops. Attendance at the Leadership Academy is in addition to this allotment.
2. The time spent at conferences, including travel time, shall not be counted as vacation time, holiday time, or personal leave time, but will be treated in all respect as part of the normal performance of duties during the work year without reduction in pay.

C. CHANGE OF POSITION TITLES

The Board may change a position title held by a member of the Council insofar as the member agrees to the title change. During the life of this agreement and both parties will work together to develop position descriptions. This addition is not construed to be a Council Veto over the final written position description.

D. MAINTENANCE OF STANDARDS

Except as provided for in this Agreement, all conditions of employment and general working conditions shall not be changed during the life of this Agreement. Any changes in such conditions shall be negotiated with and agreed to by the Council and the Superintendent of Schools.

E. CREDIT REIMBURSEMENTS

Council members are eligible for tuition reimbursement after five years in the Council. This provision is not available to Council members seeking a doctorate degree. Advance approval of the Superintendent is required. Council members taking graduate courses in order to advance their skills shall be reimbursed one hundred percent (100%) of the costs of tuition. College fees and textbooks relating to these courses will be reimbursed at one hundred percent (100%) to a maximum of two hundred dollars (\$200) per year. A grade of "B" or above is necessary for reimbursement. Such reimbursement will be made one year after the completion of said course. If a Council member leaves the employment of the district voluntarily within two (2) years after reimbursement said individual will reimburse district in full.

F. DUES

The Northeastern Clinton Central School District shall pay membership dues for each member of the Northeastern Clinton Central School Administrative & Supervisory Council to one (1) state or national professional council of the member's choice. The national councils must be recognized educational councils. The District will not pay dues to the School Administrators Association of New York State.

ARTICLE XVI

LEGISLATIVE ENACTMENT

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.

ARTICLE XVII

TUITION WAIVER

It is agreed that unit members as of July 1, 2008 who live outside the geographic boundaries of the district and wish to have a child attend district schools, will have tuition set at \$1,250 per student per year.

ARTICLE XVIII

DURATION

The term of this Agreement shall be from July 1, 2008 until June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2009.

Superintendent of Schools
Northeastern Clinton Central School District

President, Board of Education Northeastern Clinton Central School
District at Champlain, New York

by _____

President
Northeastern Clinton
Administrative & Supervisory Council

by _____

ATTACHMENT A

Involuntary 403(b)

403(b) Employer Non-Elective contributions shall be contributed in accordance with, and subject to the following conditions:

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

Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

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

403(b) Accounts Employer Non-Elective contributions shall be deposited into the Metropolitan Life Insurance Company endorsed 403(b) provider offered through Metropolitan Life Insurance Company, in the name of the employee.

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

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

ATTACHMENT A (continued)

This section shall further be subject to the approval of the 403(b) Provider, which shall review this section 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, Metropolitan Life Insurance Company (MetLife) agrees to provide the Employer with MetLife's standard hold harmless agreement where the Employer has selected MetLife as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

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