

Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Johnson City Central School District and Johnson City Teachers Association, NEA/NY (2000)**

Employer Name: **Johnson City Central School District**

Union: **Johnson City Teachers Association, NEA/NY**

Local:

Effective Date: **07/01/00**

Expiration Date: **06/30/05**

Number of Pages: **45**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

5383_07012005

Johnson City Central School District
And Johnson City Teachers Assn

Johnson City, New York

TEACHER ~ SCHOOL DISTRICT

**COLLECTIVE
NEGOTIATING
AGREEMENT**

JULY 1, 2000 - JUNE 30, 2005

WILLIAM D

APR 1 2001

JOHNSON CITY

TABLE OF CONTENTS

ARTICLE 1- PREAMBLE / DEFINITIONS -----	2	ARTICLE 9 - PROFESSIONAL DEVELOPMENT -----	5
§ 1.1 AGREEMENT -----	2	§ 9.1 FUNDING -----	5
		§ 9.2 PAY RATE -----	5
ARTICLE 2 - LEGAL PROVISIONS -----	2	§ 9.3 USE OF DAYS -----	5
§ 2.1 CIVIL SERVICE LAW -----	2	§ 9.4 PROGRAM DEVELOPMENT -----	6
§ 2.2 CONFORMITY TO LAW -----	2	§ 9.5 PROF. GROWTH OR DEV. ACTIVITIES -----	6
		§ 9.6 INSTRUCTIONAL MATERIALS -----	6
ARTICLE 3 - RECOGNITION -----	2		
§ 3.1 ASSOCIATION RECOGNITION -----	2	ARTICLE 10 - EVALUATION -----	6
§ 3.2 UNIT DEFINITION -----	2	§ 10.1 FORMAL OBSERVATIONS -----	6
		§ 10.2 POST OBSERVATION CONFERENCE -----	6
ARTICLE 4 - ASSOCIATION RIGHTS -----	2	§ 10.3 FINAL EVALUATION -----	6
§ 4.1 RETIREMENT DELEGATE -----	2	§ 10.4 IMPROVEMENT PLAN -----	6
§ 4.2 ASSOCIATION DAYS -----	3	§ 10.5 ANNUAL PROFESSIONAL PERFORMANCE -----	6
§ 4.3 TUITION -----	3	ARTICLE 11 - COMPLAINTS DIRECTED TOWARD EMPLOYEES -----	7
§ 4.4 USE OF SCHOOL FACILITIES -----	3	§ 11.1 COMPLAINTS DIRECTED TOWARD EMPLOYEES -----	7
§ 4.5 RELEASED TIME FOR PRESIDENT -----	3	§ 11.2 FILE -----	7
§ 4.6 MEETING WITH ASSOC. REPS. -----	3		
		ARTICLE 12 - 3020a ALTERNATIVE SELECTION -	7
ARTICLE 5 - WORKDAY / WORK YEAR -----	3	§ 12.1 NEGOTIATED ALTERNATIVE -----	7
§ 5.1 SCHOOL CALENDAR -----	3	§ 12.2 PROBABLE CAUSE -----	7
§ 5.2 TEACHERS' DAY -----	3	§ 12.3 PROPOSED PENALTY -----	7
§ 5.3 EARLY DISMISSAL FOR MEETINGS -----	4	§ 12.4 NOTIFICATION TO BOARD -----	7
§ 5.4 RELEASED TIME DURING SPECIAL INSTRUCTIONS -----	4	§ 12.5 FAILURE TO NOTIFY -----	7
§ 5.5 FACULTY MEETINGS -----	4	§ 12.6 OPTION SELECTION -----	7
§ 5.6 PARENTAL CONFERENCES -----	4	§ 12.7 SUSPENSION -----	8
		§ 12.8 TIME LIMITATIONS -----	8
ARTICLE 6 - TEACHER DUTIES & ASSIGNMENTS -----	4	§ 12.9 THE NEGOTIATED 3020a ALTERNATIVE PROCEEDING -----	8
§ 6.1 CLASS LOAD AND SIZE -----	4	§ 12.10 MUTUAL SELECTION OF ARBITRATOR -----	8
§ 6.2 ASSIGNMENTS -----	4	§ 12.11 AAA SELECTION OF ARBITRATOR -----	8
§ 6.3 CUSTOMARY & USUAL DUTIES -----	4	§ 12.12 SCHEDULING OF HEARING -----	8
§ 6.4 DUTIES -----	4	§ 12.13 EXCUSING OF ARBITRATORS -----	8
§ 6.5 TRANSPORTING STUDENTS -----	4	§ 12.14 PENALTY OPTIONS -----	8
		§ 12.15 REINSTATEMENT / BACK PAY -----	9
ARTICLE 7 - PREPARATION TIME -----	5	§ 12.16 ARBITRATION FEES -----	9
§ 7.1 DAILY PREPARATION PERIOD -----	5	§ 12.17 ARBITRATION APPEALS -----	9
§ 7.2 SPECIAL CLASSES -----	5		
		ARTICLE 13 - TRANSFERS/VACANCIES	
		§ 13.1 VACANCY POSTING -----	9
ARTICLE 8 - TEACHER PERSONNEL FILE -----	5	§ 13.2 NOTIFICATION TO PERSONNEL DIRECTOR -----	9
§ 8.1 FILE LOCATION -----	5	§ 13.3 TEMPORARY FILLING OF VACANCIES -----	9
§ 8.2 RIGHT TO REVIEW THE FILE -----	5	§ 13.4 VOLUNTARY TRANSFERS -----	9
§ 8.3 CONTENTS OF FILE -----	5	§ 13.5 INVOLUNTARY TRANSFERS -----	10
§ 8.4 COPIES AND RESPONSES -----	5		
§ 8.5 USE OF FILE FOR TENURE DECISIONS ---	5		

TABLE OF CONTENTS (CONTINUED)

ARTICLE 14- ELEMENTARY REASSIGNMENT --	10	§ 20.7 MILEAGE -----	17
§ 14.1 BUILDING EXCESSING LISTS -----	10	§ 20.8 GUIDANCE COUNSELORS/SOCIAL WORKERS	17
§ 14.2 REASSIGNMENT WITHIN BUILDING -----	10	§ 20.9 - 10 - 11 - 12 DIFFERENTIALS/STIPENDS --	18
§ 14.3 CHOOSING FROM AVAILABLE POSITIONS	10		
§ 14.4 DISTRICT INTERNAL EXCESSING LIST --	10	ARTICLE 21 - PAYROLL / DEDUCTIONS -----	18
		§ 21.1 PAYROLL OPTIONS -----	18
ARTICLE 15- JOB SHARING -----	11	§ 21.2 DUES DEDUCTION -----	19
§ 15.1 JOB SHARING REQUEST -----	11	§ 21.3 SAVINGS BONDS AND CREDIT UNIONS	19
§ 15.2 RENEWAL -----	11	§ 21.4 TAX SHELTERED ANNUITY	19
§ 15.3 JOB SHARING UNDERSTANDING -----	11		
		ARTICLE 22 - RETIREMENT INCENTIVE -----	20
ARTICLE 16 - STAFF REDUCTIONS -----	11	§ 22.1 RETIREMENT AGREEMENT -----	20
§ 16.1 STAFF REDUCTIONS -----	11	§ 22.2 INCENTIVE ELIGIBILITY -----	20
		§ 22.3 NORMAL RETIREMENT -----	20
ARTICLE 17- SICK LEAVE / BANK -----	12		
§ 17.1 EMPLOYEE SICK DAYS -----	12	ARTICLE 23 - EXTRACURRICULAR CLUB ADVISORS -----	21
§ 17.2 ACCUMULATION -----	12	§ 23.1 CLUB ADVISORS' COMMITTEE -----	21
§ 17.3 ACCUMULATION / GRANDFATHERING ---	12	§ 23.2 ADVISORS' STIPENDS -----	21
-----		§ 23.3 ACTIVITY STIPENDS -----	21
§ 17.4 ADDITIONAL ACCUMULATION FOR RETIREMENT -----	12		
§ 17.5 DISCRETIONARY SICK LEAVE -----	12	ARTICLE 24 - ATHLETICS / COACHING -----	22
§ 17.6 DOCTOR'S EXCUSE -----	12	§ 24.1 COACHES' COMMITTEE -----	22
§ 17.7 PHYSICAL EXAMINATION -----	12	§ 24.2 COACHES' STIPENDS -----	23
§ 17.8 SICK LEAVE BANK -----	12	§ 24.3 FILLING POSITIONS -----	24
		§ 24.4 EXTENDED SEASON COACHING STIPEND --	24
ARTICLE 18- OTHER LEAVES -----	13		
§ 18.1 EDUCATIONAL -----	13	ARTICLE 25 - SUBSTITUTE TEACHERS -----	24
§ 18.2 CHILD REARING -----	13	§ 25.1 SUBSTITUTE TEACHERS -----	24
§ 18.3 PERSONAL / FAMILY LEAVE -----	14	§ 25.2 WORKDAY -----	24

§ 18.4 EXTENDED PERSONAL/FAMILY LEAVE ---	14	§ 25.3 COMPENSATION FOR 2000-01 -----	24
-----	14	§ 25.4 COMPENSATION FOR 2001-02 -----	25
§ 18.6 RELIGIOUS -----	15	§ 25.5 COMPENSATION FOR 2002-03 -----	25
§ 18.5 INJURIES WHILE ON DUTY -----	15	§ 25.6 TRAINING -----	25
§ 18.8 FAMILY MEDICAL LEAVE ACT -----	15	§ 25.7 MILEAGE -----	25
		§ 25.8 DUES DEDUCTION -----	25
ARTICLE 19 - INSURANCE -----	15	§ 25.9 SUBSTITUTE FOLDERS -----	25
§ 19.1 HEALTH INSURANCE -----	15	§ 25.10 EVALUATIONS -----	25
§ 19.2 DENTAL INSURANCE -----	16	§ 25.11 FILES -----	25
§ 19.3 FLEXIBLE BENEFIT PROGRAM -----	16	§ 25.12 FRINGES	26
ARTICLE 20 - SALARY -----	16	ARTICLE 26 - TEACHING ASSISTANTS	26
§ 20.1 TEACHER SALARIES -----	16	§ 26.1 TEACHING ASSISTANTS	26
§ 20.2 SALARY ADVANCEMENT -----	17		
§ 20.3 GRADUATE HOURS -----	17		
§ 20.4 CAREER STEPS -----	17		
§ 20.5 HOME TEACHING -----	17		
§ 20.6 SUMMER EMPLOYMENT -----	17		

TABLE OF CONTENTS (CONTINUED)

ARTICLE 27- GRIEVANCE PROVISIONS -----	26	APPENDIX A - 2000-2001 Salary Schedule for Teachers / Teaching Assistants -----	31
§ 27.1 PURPOSE -----	26	APPENDIX B - 2001-2002 Salary Schedule for Teachers / Teaching Assistants -----	32
§ 27.2 DEFINITIONS -----	26	APPENDIX C - 2002-2005 Contract Years for Teachers / Teaching Assistants -----	33
§ 27.3 GRIEVANCE PROCEDURE -----	27	APPENDIX D - Retirement Benefit Form -----	34
§ 27.4 GRIEVANCE FORM -----	29	APPENDIX E - Inclusion -----	37
		APPENDIX F - Request For Leave Form For Maternity, Paternity or Adoptive Leaves -----	39
ARTICLE 28- DURATION OF AGREEMENT -----	30	APPENDIX G - Education Law Section 3020-a Alternative Procedure Teacher Choice of Options Form	40
§ 28.1 DURATION OF AGREEMENT -----	30		
§ 28.2 1979 - 1982 AGREEMENT -----	30		

ARTICLE 1

PREAMBLE / DEFINITIONS

§ 1.1 **AGREEMENT** - This agreement entered into this 30th day of August 2000 by and between the Superintendent of Schools, acting on behalf of Johnson City Central School District, hereinafter called the "District," and the Johnson City Teachers Association, hereinafter called the "Association," witnesseth that the parties, in consideration of the following mutual covenants, hereby agree as follows:

ARTICLE 2

LEGAL PROVISIONS

§ 2.1 **CIVIL SERVICE LAW** - PURSUANT TO SECTION 204-A OF THE CIVIL SERVICE LAW, 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.

§ 2.2 **CONFORMITY TO LAW** - If any provision of this agreement shall be found to be contrary to law or contrary to regulations of the Board of Regents or the Commissioner of Education or any other appropriate body by a court of competent jurisdiction, then such provision shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions of this Agreement will remain in full force and effect.

ARTICLE 3

RECOGNITION

§ 3.1 **ASSOCIATION RECOGNITION** - The district has recognized the association as exclusive employee organization representing members of Unit I of the professional staff of the Johnson City Central School District and has accorded to the Association unchallenged representation status in accordance with the rules of procedure established by the Public Employment Relations Board.

§ 3.2 **UNIT DEFINITION** - Unit I is defined as full-time and part-time teachers, guidance counselors, school social workers, psychologists, and long-term substitutes (90 days or more); short-term substitutes (30-89 days); daily substitutes (1-29 days) and teaching assistants.

ARTICLE 4

ASSOCIATION RIGHTS

§ 4.1 **RETIREMENT DELEGATE** - A representative to the meeting of the Teachers Retirement System shall be excused from classes without loss of pay for the time required for attendance with necessary travel time.

ARTICLE 4

ASSOCIATION RIGHTS *(continued)*

§ 4.2 **ASSOCIATION DAYS** - The president or his designee shall be permitted up to twelve (12) days to attend meetings for the local Association. An additional three (3) days are available upon the approval of the Superintendent.

§ 4.3 **TUITION** - Teachers paying tuition to send their child(ren) to Johnson City will be grandfathered at one-half of the grandfathered rates for the 1986-87 school year. Increases in those rates will be mutually agreed upon. Otherwise, the same restrictions as other nonresident students apply.

§ 4.4 **USE OF SCHOOL FACILITIES** - The Association shall have the following nonexclusive rights, subject to reasonable regulations; the District will resolve such scheduling conflicts as may arise:

(a) **Use** - To use bulletin board, mail boxes, and other communication media.

(b) **Approval** - To use building facilities for the purpose of meetings concerned with the exercise of rights established by this agreement. Prior approval for use of building facilities must be obtained from the building principal.

(c) **Payment** - To use school equipment provided the organization pays for the necessary supplies.

§ 4.5 **RELEASE TIME FOR PRESIDENT** - The Johnson City Teachers Association President, will not be assigned any supervisory duties (lunch, study hall, hall duty, etc.). If the President is a secondary teacher, every effort will be made to assign his teaching load to that time period prior to the end of the lunch periods.

§ 4.6 **MEETING WITH ASSOCIATION REPRESENTATIVES** - The Superintendent shall meet with Association representatives on a mutually convenient date each month to discuss common concerns.

ARTICLE 5

WORKDAY / WORKYEAR

§ 5.1 **SCHOOL CALENDAR** - The Association shall be furnished with a copy of the proposed school calendar as soon as it is available to the District.

§ 5.2 **TEACHERS' DAY** - The normal teachers' day shall continue to be from 7:40 a.m. to 3:00 p.m. in the high school building and from 8:30 a.m. to 4:00 p.m. in the other school buildings, in each case excepting the lunch period.

ARTICLE 5

WORKDAY / WORKYEAR *(continued)*

§ 5.3 **EARLY DISMISSAL FOR MEETINGS** - The District will dismiss elementary teachers approximately forty (40) minutes early (immediately following pupil dismissal) on four (4) occasions in each school year for the purpose of permitting such teachers to attend meetings of the Association. This release time shall be requested by the President of the Association in time for the Administration to make reasonable adjustments.

§ 5.4 **RELEASE TIME DURING SPECIAL INSTRUCTIONS** - Elementary school classroom teachers need not remain in the classroom while a special teacher is instructing, except for the introductory and the ending portions of the period.

§ 5.5 **FACULTY MEETINGS** - Except in emergency situations faculty meetings shall be held no more frequently than once a week.

§ 5.6 **PARENT CONFERENCES** - Parent conference will be scheduled within the school day wherever feasible.

ARTICLE 6

TEACHER DUTIES AND ASSIGNMENTS

§ 6.1 **CLASS LOAD AND SIZE** - When the Association deems that the impact of class load and size adversely affects terms and conditions of employment, representatives of the Association can request a meeting between the Association and the Superintendent to resolve the problem.

§ 6.2 **ASSIGNMENTS** - In scheduling at the secondary level, efforts will be made to limit the number of preparations to three preparations per teacher. Each Department will agree with their coordinator to a process for determining teaching schedules. Every attempt will be made to have schedules completed by the end of Regents Week in June.

§ 6.3 **CUSTOMARY AND USUAL DUTIES** - In addition to their assigned professional duties, employees may be required to perform such other duties as are customary and usual for members of Unit I within the Johnson City Central District; however, the assignment of such nonteaching duties shall be kept to a minimum, in order to provide teachers with more time for their teaching responsibilities.

§ 6.4 **DUTIES** - The High School Faculty, with their Principal, will agree to a process for determining duties. Every attempt will be made to have equitable distribution of duties.

§ 6.5 **TRANSPORTING STUDENTS** - Teachers shall not be required to drive pupils to activities occurring away from school premises. In fact, teachers are advised not to transport students to and from activities.

ARTICLE 7

PREPARATION TIME

§ 7.1 **DAILY PREPARATION PERIOD** - Each elementary teacher will be provided with a daily 40 minute preparation period within the confines of the normal elementary students' instructional day.

§ 7.2 **SPECIAL CLASSES** - It is further understood that elementary teachers are expected to accompany their class to and from some special classrooms or instructional stations. There may be times when a special teacher, through no fault of his or her own, will run overtime in a prior class or for other overriding reasons will not be able to meet the exact 40 minute schedule. When this occurs, the regular classroom teacher will be responsible for the class. This time will be considered a part of the 40 minute preparation time. It is understood that the special teacher is to keep such occurrences to an absolute minimum and that such contingencies will occur only in unusual or emergency circumstances.

ARTICLE 8

TEACHER PERSONNEL FILE

§ 8.1 **FILE LOCATION** - There shall be one (1) personnel file for each member of the bargaining unit maintained by the Superintendent or his designee within the District Office.

§ 8.2 **RIGHT TO REVIEW THE FILE** - The teacher shall have the right, upon request, to review the contents of their personnel file, within a reasonable period of time, in the presence of the Superintendent's designee.

§ 8.3 **CONTENTS OF FILE** - Excluded from review are preemployment reports and recommendations. Henceforth the teacher shall receive a copy of any document at the time that document is placed in their personnel file.

§ 8.4 **COPIES AND RESPONSES** - The teacher may copy any of his/her contents of the personnel file and may, at the teacher's discretion, have the right to insert written explanation or response to material in said file.

§ 8.5 **USE OF FILE FOR TENURE DECISIONS** - Tenure decisions will be based upon information found in the teacher's personnel file.

ARTICLE 9

PROFESSIONAL DEVELOPMENT

§ 9.1 **FUNDING** - If funds are available through grants, the District will offer to each teacher at his or her choice a number of days of additional employment beyond the regular teacher calendar for the purpose of staff development.

§ 9.2 **PAY RATE** - The rate of pay will be \$147 per day in 2000-01 and \$152 per day in 2001-02.

§ 9.3 **USE OF DAYS** - A portion of the days will be used for district-wide meetings. The rest of the days will be spent in your building working on projects.

ARTICLE 9

PROFESSIONAL DEVELOPMENT *(continued)*

§ 9.4 **PROGRAM DEVELOPMENT** - If grant monies become available, a joint committee will develop a needs assessment for staff development. They will also discuss dates, alternate dates, and the location of staff development.

§ 9.5 **PROFESSIONAL GROWTH OR DEVELOPMENT ACTIVITIES** - If professional growth activities are held after the teacher's day, enrollment shall be voluntary.

§ 9.6 **INSTRUCTIONAL MATERIALS** - Although the District has final responsibility for approving instructional materials, the instructional staff shall be consulted where feasible in the actual selection of textbooks and teaching materials of all kinds. If for some reason a request for teaching materials is denied, the teacher shall be notified.

ARTICLE 10

EVALUATION

§ 10.1 **FORMAL OBSERVATIONS** - Probationary teachers shall have a minimum of three (3) formal observations per annum. Tenured teachers shall have a minimum of one (1) formal observation per annum. All formal observations shall be reduced to writing and a copy of the formal report shall be provided to the teacher.

§ 10.2 **POST OBSERVATION CONFERENCE** - Within ten (10) days of receipt of the formal report, the teacher and the observer shall conduct a post observation conference at which time the teacher shall acknowledge the opportunity to review the formal report by signing the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The teacher shall have the option to submit a written response to the formal observation report which shall be placed in the official personnel file.

§ 10.3 **FINAL EVALUATION** - The annual final evaluation assessment shall be completed by June 1st of each year, or whatever date is agreed upon by the Professional Development Team and the District.

§ 10.4 **IMPROVEMENT PLAN** - If the performance of a teacher is less than satisfactory, the evaluation will incorporate in the observation report or evaluation specific suggestions for improvement. The association president will also be notified so that all parties involved can work cooperatively for the improvement of the teacher's performance.

§ 10.5 **ANNUAL PROFESSIONAL PERFORMANCE** - The parties recognize that subsection 100.2 of Regulations of the Commissioner of Education as amended, effective September 1, 2000, may effect the evaluation procedure currently contained in the Collective Bargaining Agreement. They agree to pursue their shared professional performance goals in the spirit of cooperation which continues to exist between the parties.

ARTICLE 11

COMPLAINTS DIRECTED TOWARD EMPLOYEES

§ 11.1 **COMPLAINTS DIRECTED TOWARD EMPLOYEES** - Any complaints by parents of a student or a student that are directed toward a teacher must be promptly called to the teacher's attention, and the teacher shall be afforded the opportunity to reply to same. The teacher will be given all of the specifics of the complaint (names, dates, times, event, etc.).

§ 11.2 **FILE** - No derogatory complaint, letter or report shall be placed in the teacher's file without an opportunity to meet with the complainant(s).

ARTICLE 12

3020a ALTERNATIVE SELECTION

§ 12.1 **NEGOTIATED ALTERNATIVE** - The provisions of this article shall constitute a negotiated alternative procedure to Section 3020-a of the Education Law. (It is understood that any reference to statutory sections shall also include any amendments to those sections in the future). The negotiated alternative shall be available to a tenured teacher in the bargaining unit who has been charged with one of the grounds set forth in Education Law Section 3012 and upon a finding of probable cause by the Board of Education pursuant to Education Law Section 3020-a.

§ 12.2 **PROBABLE CAUSE** - Upon a finding of probable cause by the Board of Education, Section 3020-a requires that a written statement specifying the charges in detail be immediately forwarded to the accused employee by certified mail.

§ 12.3 **PROPOSED PENALTY** - Simultaneously with that statement, the Board of Education shall also set forth in writing, the penalty the Board would render in the event the employee waives the right to a hearing.

§ 12.4 **NOTIFICATION TO BOARD** - Within ten (10) calendar days of the receipt of the statement of charges and proposed penalty, the employee shall notify the Clerk of the Board of Education, using the form annexed as Appendix G, that he/she wishes to proceed with one of the following options:

(a) **waiver** - A waiver of any hearing and an acceptance of the penalty proposed by the Board;

(b) **3020a hearing** - A request for a hearing as provided by Section 3020-a of the Education Law;

(c) **alternate hearing** - A request for a hearing by a single arbitrator as provided by the negotiated alternative procedure set forth herein.

§ 12.5 **FAILURE TO NOTIFY** - The unexcused failure of the employee to notify the Clerk of the selected option shall be deemed to be a waiver of any hearing and an acceptance of the charges and the penalty originally recommended by the Board of Education.

§ 12.6 **OPTION SELECTION** - Once an employee has filed a selected option with the Clerk, the election shall be irrevocable.

ARTICLE 12

3020a ALTERNATIVE SELECTION *(continued)*

§ 12.7 **SUSPENSION** - It is understood that the Board of Education retains the right to suspend a teacher at the time the Board makes a finding of probable cause, regardless of the sharing option selected by the teacher. However, the district may suspend without pay only in accordance with the law in effect at the time of suspension.

§ 12.8 **TIME LIMITATIONS** - The time limitation for the filing of any charges under this Article shall be the same as provided in Education Law Section 3020-a.

§ 12.9 **THE NEGOTIATED 3020a ALTERNATIVE PROCEEDING** - If a tenured teacher elects to have a hearing as provided under this Section 3020-a alternative proceeding, a hearing before a sole arbitrator will be held, in accordance with the rules of the American Arbitration Association.

§ 12.10 **MUTUAL SELECTION OF ARBITRATOR** - The District and the Association will, within ten (10) days of the filing of a request for a hearing, make every effort to mutually agree upon an arbitrator to conduct the hearing.

§ 12.11 **AAA SELECTION OF ARBITRATOR** - In the event an arbitrator cannot be mutually agreed upon, the District shall request that the American Arbitration Association provide a single list of qualified arbitrators. The Association may first strike a name from the list, followed by the District. The striking of names shall continue by this process until a single arbitrator's name remains. Said arbitrator shall then act as the hearing officer. An arbitrator must be selected by the parties within ten (10) days of the receipt of the list. This period will be extended for an additional fifteen (15) day period in the event the arbitrator first selected is unable to serve and another arbitrator is necessary.

§ 12.12 **SCHEDULING OF HEARING** - It is the intent of the District and the Association to have the arbitration hearing scheduled and concluded as expeditiously as possible. The parties, therefore, agree that a selected arbitrator must be available to conduct the hearing within forty-five (45) days of the selection of the arbitrator and have available within that forty-five (45) days at least three (3) consecutive days for the hearing. A decision by the arbitrator should be rendered within thirty (30) days of the conclusion of the hearing. These time periods may be waived upon the mutual agreement of the District and the Association.

§ 12.13 **EXCUSING OF ARBITRATORS** - In the event the selected arbitrator cannot commit to meeting the timetables set forth at the time of selection, and there is no waiver by the parties, that arbitrator shall be excused and the arbitrator last struck from the list shall conduct the hearing. This process of returning to those arbitrators last struck from the list provided by the American Arbitration Association shall continue until an arbitrator has been selected.

§ 12.14 **PENALTY OPTIONS** - The arbitrator has the right to impose any penalty or punishment deemed appropriate by the arbitrator which may include or be different from those set forth in Education Law Section 3020-a. The Board of Education shall implement the decision of the arbitrator within thirty (30) days of its receipt of the arbitrator's decision.

ARTICLE 12

3020a ALTERNATIVE SELECTION *(continued)*

§ 12.15 **REINSTATEMENT / BACK PAY** - If the arbitrator finds that there is not just cause for any action against the teacher, the teacher's sole recompense will be an award of back pay for any period of unpaid suspension which occurred during the school year. All references to the charges and the hearing shall be deleted from the employee's personal file.

§ 12.16 **ARBITRATION FEES** - The fees and expenses of the arbitrator, the American Arbitration Association and the stenographer and transcript shall be paid equally by the parties to the Arbitration. All other expenses shall be paid by the party incurring those expenses.

§ 12.17 **ARBITRATION APPEALS** - The findings and penalty determined by the arbitrator shall be final and binding on all parties. No review of the arbitrator's decision or the implementation of the specified penalty will be undertaken before the Commissioner of Education or the courts, except as provided in Article 75 of the Civil Practice Law and Rules.

ARTICLE 13

TRANSFERS / VACANCIES

§ 13.1 **VACANCY POSTING** - The District shall post notices of vacancies within the school district as soon as practicable after they are known, both during the year and in the summer. Such notices will be posted at least concurrently with any such notice to persons or agencies outside the district. Such notices shall contain any stated requirements for the position.

§ 13.2 **NOTIFICATION TO PERSONNEL DIRECTOR** - If teachers have an interest in transferring within the building or from one building to another, they should notify the director of Personnel. The director will then send the teacher notices of all such vacancies.

§ 13.3 **TEMPORARY FILLING OF VACANCIES** - Vacancies during the year will be filled on a temporary basis if current staff are selected for the position but do not move to the position until the beginning of the next semester or school year.

§ 13.4 **VOLUNTARY TRANSFERS** -

(a) **Over Involuntary** - When filling openings volunteers will be considered prior to any involuntary transfer.

(b) **Over New Hire** - When filling openings, if all other factors are equal, volunteers will be considered prior to a new hire.

(c) **Preference of Senior Teacher** - When making a choice among teachers for transfer to fill an opening the preference of the most senior teacher in that tenure area expressed in a timely fashion shall be taken into consideration if all factors are equal.

ARTICLE 13

TRANSFERS / VACANCIES *(continued)*

§ 13.5 INVOLUNTARY TRANSFERS -

(a) **Grade Level Reduction** - In a case where the number of teachers at a particular grade level in a building need to be reduced, volunteers will be sought to leave the position. If there are no volunteers, the least senior teacher, based on District seniority, will be required to move from the grade.

(b) **Building Placement** - That teacher, with the approval of the principal, can fill any open position in the building. If the teacher wishes to stay in the building and there are no positions available, the least senior teacher in the tenure area in the building will be required to transfer to another position in the District.

ARTICLE 14

ELEMENTARY REASSIGNMENT

§ 14.1 **BUILDING EXCESSING LISTS** - During the first week in April, the District will publish Building Internal Excessing Lists for each building (JCKC, Lincoln, Harry L., C. Fred). These lists will include grade collapse and open positions caused by retirements, leaves of absence, etc.; and those least senior teachers in each elementary building who may not have a position in that building because of the number of positions that will be reduced in that building.

§ 14.2 **REASSIGNMENT WITHIN THE BUILDING** - Teachers in the building who hold a position or for whom there is a position available will be given the opportunity to discuss openly their desires for reassignment in the building. This reassignment could be to any position in the building so long as the change has the agreement of the building principal and the teacher involved in the change.

§ 14.3 **CHOOSING FROM AVAILABLE POSITIONS** - After reassignment within the building is complete, teachers in the building without an assignment including those least senior teachers who have been designated to be excessed from the building have the right to choose from the positions that are still available. Teachers will choose in order of their seniority in the elementary tenure area with the most senior choosing first.

§ 14.4 **DISTRICT INTERNAL EXCESSING LIST** - If a teacher chooses not to select a position or there is no position left to select, the teacher will be placed on the District Internal Excessing List.

(a) **Selection Meeting** - All teachers who were identified as being excessed from their buildings and whose names appear on the District Excessing List will meet, along with those teachers who are returning from leaves of absence on or about April 30 to choose a position for the next school year.

(b) **Open Positions In April** - All open positions as of the final Board of Education meeting in April will be listed to allow all teachers on the District Internal Excessing List and those teachers who are returning from leaves of absence an opportunity to choose a position.

ARTICLE 14

ELEMENTARY REASSIGNMENT *(continued)*

(c) **Choice By Seniority** - Teachers will choose in order of their seniority in the elementary tenure area in the District. Each teacher must choose a position at a later date. Decisions made at this meeting are final.

(d) **Voluntary Transfers** - Teachers who wish to change from the assignment they have selected must submit a form at the end of the meeting, asking for a voluntary transfer.

ARTICLE 15

JOB SHARING

§ 15.1 **JOB SHARING REQUEST** - Two teachers may request to share one teaching position. Such an arrangement should first be discussed with the principal of the building. If approved by the principal and the Superintendent, the shared position will initially last only one year. At the end of the year the parties will assess the results.

§ 15.2 **RENEWAL** - If the teachers wish to renew the job sharing position, approval should be sought through the building principal and Superintendent.

§ 15.3 **JOB SHARING UNDERSTANDING** - When any two teachers share a job, the following is understood:

(a) **Salary** - Each will receive a prorated salary based on the salary he/she would have received as a full-time teacher.

(b) **Schedule** - The teaching schedule will be worked out cooperatively with the principal.

(c) **Seniority** - Each teacher will be credited with prorated seniority in accordance with Seniority Rules, section F.

(d) **Fringe Benefits** - Each teacher will receive prorated health and dental benefits based on percentage of time worked. All other fringe benefits will be as if he/she were a full-time teacher.

(e) **Meeting Requirements** - Both teachers will be expected to attend Teacher-Parent Conference, Open House, staff meetings as coordinated with the principal.

ARTICLE 16

STAFF REDUCTIONS

§ 16.1 **STAFF REDUCTIONS** - Whenever in the judgment of the Superintendent staff reductions involving persons covered by this contract become necessary, the Superintendent, prior to his final decision, shall consult with the officers of the Association or such representatives as may be designated by the Association. Such consultations shall be held in strict confidence. Whenever possible, the final decision should be made known to the staff members affected prior to April 1 of that school year.

ARTICLE 17

SICK LEAVE / BANK

§ 17.1 **EMPLOYEE SICK DAYS** - Members of the instructional staff who are regularly employed shall be entitled to twelve (12) sick days per year plus one (1) additional sick day per year for each month of employment per year beyond ten (10) months.

§ 17.2 **ACCUMULATION** - Sick days may be accumulated to a total of 180 days effective June 30, 1998.

§ 17.3 **ACCUMULATION/GRANDFATHERING** - Any employee who had accumulated more than 180 days prior to June 30, 1998 will have that total grandfathered and those days may be used as sick days if necessary.

§ 17.4 **ADDITIONAL ACCUMULATION FOR RETIREMENT** - Employees may accumulate sick days beyond the 180 to be used as a retirement incentive as outlined in Article 22.

§ 17.5 **DISCRETIONARY SICK LEAVE** - The District shall have discretion to allow additional sick leave, and application may be made to the District for such additional leave.

§ 17.6 **DOCTOR'S EXCUSE** - At the discretion of the Superintendent of Schools, a doctor's certificate as to the employee's illness may be required to justify sick pay in cases of continued absence due to illness.

§ 17.7 **PHYSICAL EXAMINATION** - In its discretion the District may require an employee to submit to one or more physical examinations by physicians to be selected and paid by the District in cases of prolonged absence due to illness, injury, or other physical or mental incapacity. After sick leave for the current year has been exhausted, family leave may be used for the above purposes.

§ 17.8 **SICK LEAVE BANK** - A sick leave bank will be established by the parties as follows:

(a) **Joining The Bank** - To join the bank an employee must initially (September, 1993) donate two (2) sick days. Thereafter, the employee will donate one (1) day per year. New employees hired after September, 1993 will be required to donate two (2) days when hired. An employee who chooses not to join at the first opportunity will be allowed to join any September and will be required to donate a number of sick days equal to that which would have been placed in the bank had the employee joined at his/her first opportunity to join. Additionally, this employee will not be eligible to access the bank for two (2) years after joining. The District will match each day donated by employees for year one and year two and for new employees.

(b) **Eligibility To Use The Bank** - The employee must have worked in the District for a period of two (2) years to be eligible to use the bank. The employee must exhaust all personal sick leave days, but will be allowed to keep personal and family days. The employee must be out of work for a period of at least twenty (20) days (paid or unpaid). The employee will be paid retroactive to the first day of unpaid absence. The employee must present the District with a note from his/her

ARTICLE 17

SICK LEAVE / BANK *(continued)*

(b) Eligibility To Use The Bank *(continued)*

Doctor as to the reason for the absence and the anticipated return date. The District may, at its expense, ask the employee to see a District-appointed doctor. The maximum number of days that can be used is one hundred eighty (180) in any fifteen (15) year period. The bank may not be used for elective surgery which could be performed at a time when school is not in session.

(c) Waiver Of Waiting Period - In cases where there is a chronic illness or where ongoing treatment causes continuing absence after the employee returns to work the twenty (20) consecutive day rule will take effect at the beginning of the next school year.

ARTICLE 18

OTHER LEAVES

§ 18.1 EDUCATIONAL - Leave for educational purposes including summer leave with full, partial or no pay may be granted by the District in its sole discretion.

(a) Application - Application for such leave shall be made to the District through the Superintendent, and such application shall specify the purpose of the leave, the period of time requested, the rate of pay requested during the leave, and any other pertinent matters. All applications for such leaves shall be filed on or before February 15 of the school year preceding the summer or school year during which such leave is requested.

§ 18.2 CHILD REARING - Maternity, paternity or adoptive leave will be granted without pay for up to a one-year period.

(a) Application - A teacher requesting such leave shall fill out a leave request (Appendix F) and shall give, if possible, a forty-five (45) day notice before the child rearing leave is to begin.

(b) Extensions - The leave shall be extended up to an additional year upon request. A teacher requesting such an extension shall give, if possible, a forty-five (45) day notice before the extended leave is to begin.

(c) Return Date - The return date from such leave should be indicated on the request for the leave. Teachers are encouraged to plan a return from a leave concurrent with a natural school break such as the beginning of a semester, beginning of a grading period, end of school vacation period, etc.

(d) Assignment Upon Return - Upon return from the leave the teacher will be assigned to a comparable position within the teacher's tenure area.

ARTICLE 18

OTHER LEAVES *(continued)*

§ 18.3 **PERSONAL / FAMILY LEAVE** - Up to five days of personal/family leave with pay during each school year will be granted by the Superintendent of Schools.

(a) **Accumulation** - If not used, three (3) days can be accumulated at the end of the year as part of accumulated sick leave.

(b) **Notification** - Teachers will notify the appropriate administrator of their intent to take a personal/family day as soon as possible.

(c) **Approval** - Approval of the Superintendent or his designee shall be obtained.

(d) **Reasons For Day** - When requesting use of a personal/family day it is agreed that the teacher asserts that the day will not be used for personal profit or to extend a holiday or vacation. If a personal/family day is used before or after a holiday or a vacation, a reason must be given, and the Superintendent will decide whether or not to grant the request.

(e) **Excess Use** - Personal leave will be denied in any case where one-third or more of the teaching staff will be absent as the result of personal leave requests plus all other absences.

§ 18.4 **EXTENDED PERSONAL / FAMILY LEAVE** - In case of a critical illness or death in the immediate family, the Superintendent may grant days of accumulated sick leave for the above mentioned situations.

(a) **Definition Of Immediate Family** - For the purpose of this paragraph, the term "immediate family" shall mean any parent, grandparent, sister or brother, aunt or uncle, niece or nephew, child, spouse, in-law, or person residing in the same household.

§ 18.5 **INJURIES WHILE ON DUTY** - Teachers who are disabled as a result of accident or occupational disease, arising out of and in the course of employment, shall be paid their regular salary during the period they are determined to be disabled and entitled to compensation benefits by the Workmen's Compensation Board, without loss of accrued sick leave. Workmen's Compensation benefits to which teachers would be otherwise entitled, shall be reimbursed to the District as required by law.

(a) **Length Of Benefit** - The right to receive regular salary shall terminate at such time as a teacher is determined to be able to resume employment, by the Workmen's Compensation Board, except that, in any event, regular salary, under this provision, shall not be payable for a period in excess of one year.

(b) **Limitations** - Payments hereunder shall not be made for any period during which a teacher is retired, nor as terminal leave.

ARTICLE 18

OTHER LEAVES *(continued)*

§ 18.6 **RELIGIOUS** - Teachers shall be granted up to two (2) days leave with pay for religious observance on any of the following days which the religion of the teachers recognizes as a day of religious observance: Rosh Hashanah, Yom Kippur, Good Friday, Christmas, and, for members of the Greek Catholic Church and Eastern Orthodox Churches, Easter Monday. If a teacher needs three days for religious observance he or she will use a Personal Day for the third day. If, after using that Personal Day for other reasons, he or she shall request an additional Personal Day for that year.

§ 18.7 **LEAVE WITHOUT PAY** - Leave without pay may be granted by the District in its sole discretion.

(a) **Return From Leave** - In the event such leave is granted, the employee, upon his/her return following the leave, will be assigned to a comparable position within his/her tenure area.

(b) **Salary Advancement** - In cases where leave without pay is granted for a period of one (1) year or more, the employee may be advanced one step on the salary schedule at the discretion of the District when the leave is used to further the employee's education and is directly related to the area of his/her professional employment. In the event the employee desires such advancement on the salary schedule, he/she must make application for such advancement prior to the beginning of the leave and at the time he/she requests permission for leave.

(c) **Insurance Benefits** - Upon return from any leave, all insurance benefits will be reinstated at the same levels of coverage unless the business office is advised to the contrary in writing by the employee.

§ 18.8 **FAMILY MEDICAL LEAVE ACT** - The District will provide unpaid leave for an employee consistent with the Family Medical Leave Act and Board of Education policy #9520.2.

ARTICLE 19

INSURANCE

§ 19.1 **HEALTH INSURANCE** - The District shall continue to provide a Health Insurance Plan at a level of benefits equal to or in excess of the Health Insurance Plan in existence during the school year 1992-93. Should the District-wide Insurance Committee choose to elect a new carrier, the District guarantees that there will be no diminution of any insurance benefits previously enjoyed.

(a) **Insurance Committee** - A District-wide Insurance Committee will continue to investigate alternatives to the existing Health Plan and structure.

(b) **Insurance Buyout** - The District will offer an insurance buyout alternative program for employees. The choice for the buy-back and alteration of that choice must occur in accordance with the timetable and rules for selection change established in the IRS 125 Plan document developed by the parties. To participate the employee must fill out the current "Insurance Alternative Form" and submit to the District Business Office. This selection must occur in September of each plan year effective October 1 of each year.

ARTICLE 19

INSURANCE *(continued)*

(b) Insurance Buyout *(continued)*

(1) **Plan Options** - Employees will have three (3) plans to choose from:

Plan 1.....Complete buyout for health and prescription
Plan 2.....Buyout health insurance and keep individual prescription
Plan 3.....Buyout health insurance and keep family prescription

(2) **Cost of Options** - The Insurance Committee will annually decide the amount of the buyouts for each of the plans.

(3) **Payments** - Payments will be made to the employees in December and June of each year.

(4) **Change in Option** - During the plan year changes can only occur in that selection if the employee has had a "significant life change" as defined by the IRS. For those employees who are not out of the plan for a full year, the payments will be prorated.

§ 19.2 **DENTAL INSURANCE** - The District shall continue to provide a Dental Insurance Plan through *SIEBA* at a level of benefits equal to or in excess of the Dental Insurance Plan in existence during the school year 1992-93. Should the District-wide Insurance Committee choose to elect a new carrier, the District guarantees that there will be no diminution of any insurance benefits previously enjoyed.

If the premium cost for any year is less than the premium cost for the previous year, the District will spend the difference in premium cost to add new coverage to the Dental Plan.

§ 19.3 **FLEXIBLE BENEFIT PROGRAM** - The District will provide a flexible benefit plan (125) for employees. The plan administrator will be *SIEBA, Inc.*

Enrollment takes place each year during the month of September with the plan year beginning October 1.

ARTICLE 20

SALARY

§ 20.1 **TEACHER SALARIES** - Salaries of teachers during the year *July 1, 2000 to June 30, 2001* shall be in accordance with *APPENDIX A*, and *July 1, 2001 to June 30, 2002* shall be in accordance with *APPENDIX B*, and *July 1, 2002 to June 30, 2003* shall be in accordance with *APPENDIX C*.

ARTICLE 20

SALARY *(continued)*

§ 20.2 **SALARY ADVANCEMENT** - Teachers shall be advanced on the salary schedule in July of each school year. Teachers who are hired on or before the first week of the second semester shall advance to the next step the following September. Teachers who are hired after the first week of the second semester shall remain at the step at which they were hired during the teaching year which begins the following September, and shall advance to the next step one year from the following September.

A teacher who because of unpaid leaves of absence(s) works less than that which is necessary for a new hire to advance will not receive a salary advance for that year.

§ 20.3 **GRADUATE HOURS** - Graduate hours between salary columns will be paid in blocks of five (5) hours at the rate of seventy (\$70) dollars. Employees should have transcripts mailed directly to the Personnel Office. Salary advancements will be made at the beginning of each semester.

§ 20.4 **CAREER STEPS** - Teachers will receive career steps for credited service. Career steps will be \$400 at sixteen (16) years, \$1100 at twenty-one (21) years, twenty-six (26) years, thirty-one (31) year, and thirty-six years.

§ 20.5 **HOME TEACHING** - Teachers engaged in home teaching shall be paid .0007795 of the beginning teachers salary per hour. Home teaching blocks of instructional time shall be a minimum of one hour.

§ 20.6 **SUMMER EMPLOYMENT** -

(a) **Staff Development Rate** - Professional staff employed during the summer for the purpose of program development or curriculum revision shall be paid at the hourly rate, which will be the daily rate divided by six (6).

(b) **Teaching Rate** - Professional staff employed by the District during the summer for the purpose of instruction (of students or staff) shall be paid an hourly rate based upon a per diem rate of 1/200 of salary.

§ 20.7 **MILEAGE** - Upon submission of a voucher, mileage compensation at the maximum rate per mile allowed by IRS without being declared as income shall be paid to a teacher who is required to serve more than one building or who uses his or her own automobile for school business.

§ 20.8 **GUIDANCE COUNSELORS / SOCIAL WORKERS DIFFERENTIAL** - Guidance counselor and social workers shall receive a differential of \$3,120 in 2000-01 and \$3,229 in 2001-02, in addition to the salary shown on the teachers' salary schedule.

(a) **Additional Days** - Counselors/social workers will work six (6) days in addition to the school calendar for teachers. Days will be scheduled either prior to or after the school calendar as needed. If a seventh day is needed as determined by the principal it will fall under the stipend. The workday on days not included in the school calendar will be the same as required during the regular school year.

ARTICLE 20

SALARY *(continued)*

(b) **Evening Meetings** - Each counselor/social worker will be expected to conduct all evening meetings considered a normal part of the yearly counseling program, and shall conduct evening conferences with parents when necessary.

(c) **Per Diem Rate** - Counselors/social workers will receive per diem pay (based on teacher's salary plus differential) when called upon to work on other days (e.g., Saturday testing). Guidance counselors/social workers shall receive full per diem pay when required to work more than the seven days.

§ 20.9 **SCHOOL PSYCHOLOGIST DIFFERENTIAL** - The School Psychologist shall receive a differential of \$3,120 in 2000-01 and \$3,229 in 2001-02, in addition to the salary shown on the teachers' salary schedule.

(a) **Work Year** - It is understood that the School Psychologist will be available from September 1 to June 30.

(b) **Per Diem Rate** - If the School Psychologist is employed during the months of July and August or if he/she conducts scholarship testing on Saturday, he/she will be paid the per diem rate from the appropriate schedule.

§ 20.10 **HEAD TEACHERS STIPEND** - Head teachers of teaching teams at C. Fred Johnson School shall be paid an annual stipend of \$789.00 in 2000-01 and \$817.00 in 2001-02.

§ 20.11 **COORDINATORS STIPEND** - Coordinators shall be paid an annual stipend of \$4,058.00 in 2000-01 and \$4,200 in 2001-02.

§ 20.12 **CHAIRPERSONS STIPEND** - Chairpersons shall be paid an annual stipend of \$2,515.00 in 2000-01 and \$2,607 in 2001-02.

ARTICLE 21

PAYROLL / DEDUCTIONS

§ 21.1 **PAYROLL OPTIONS** - Two payroll options will be provided as follows:

(a) 20 equal pay periods

OR

(b) 20 equal pay periods plus a 21st pay period equal to four (4) payments.

ARTICLE 21

PAYROLL / DEDUCTIONS *(continued)*

§ 21.2 DUES DEDUCTION - The District agrees that when:

(a) Dues Deduction - The individual teacher has voluntarily authorized the District, in writing, to deduct dues and transmit monies to the Association Treasurer for the Association and other professional organizations affiliated with the Association through a "unified dues arrangement,"

AND

(b) Agency Fee - The District and Association recognize that the negotiation and administration of collective agreements and related activities entail expenses which are appropriately shared by all employees covered by such agreements. They further recognize that the Association by reason of its status as the "exclusive representative" of all employees in the negotiating unit is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association.

(c) Association Membership Information - The Association will provide the District with the current rate of membership dues, certified in writing, 30 days prior to the deduction.

(d) Semimonthly Installments - Deduct authorized dues from the salaries of Association unit members in semimonthly installments beginning on a mutually agreed upon date.

(e) Employee Lists - Deduction of the agency fee provided for in paragraph b of this Article shall be made, consistent with the dues deduction schedule of this Agreement or in such other manner as the parties may agree in writing. The District agrees to furnish the Association with an alphabetical listing showing the names of all employees in the unit who are hired after October 1 of any school year. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.

(f) Dues Transmission - Transmit all deducted dues and fees to the Association Treasurer as deducted and in separate checks.

(g) Dues Deductions For New Hires - Provide dues deductions for additional Association unit members when signed deduction cards are presented to the District in time to process dues deductions during the normal deduction period. Mutual arrangements shall be made between the District and Association as to the method for such deductions within the normal dues deduction period.

§ 21.3 SAVINGS BONDS AND CREDIT UNIONS - The District shall make available to members of the Association payroll deductions for U.S. Savings Bonds and for deposits to the Broome County Teachers Federal Credit Union.

§ 21.4 TAX SHELTERED ANNUITY - The District shall make available payroll deductions for participants in a tax sheltered annuity program. Deductions will be forwarded to the designated source (fund or carrier) each pay period.

ARTICLE 22

RETIREMENT INCENTIVE

§ 22.1 **RETIREMENT AGREEMENT** - Upon retirement the District will provide each employee a severance document which details his or her various retirement (*APPENDIX D*) benefits.

§ 22.2 **INCENTIVE ELIGIBILITY** - Any member of the professional staff shall be eligible for a retirement incentive if:

(a) **Qualification** - They are in compliance with 22.2(c) referenced below, concerning notice of intent, and such benefit is applied for upon the first year in which they have been a professional employee within the District for a minimum of ten (10) years, and they are eligible for a full service retirement without penalty under the New York State Teachers' Retirement System.

(b) **Years Of Service** - The professional staff member is now or shall be eligible for New York State Teachers' Retirement. The professional staff member has been a professional employee within this School District for a minimum of ten (10) years.

(c) **Notice Of Intent** - The professional staff member has provided the Board of Education with written notice of intent to retire and receive the incentive* *no later than November 1* if the retirement date is to take effect at the end of the first semester,

OR

no later than March 1 if the retirement date is to take effect after the end of the second semester.

(d) **Incentive Calculation** - Any professional staff member who exercises his or her right as specified above shall receive twelve thousand dollars (\$12,000) plus \$34.00 in 2000-01 and \$35.00 in 2001-02 for each unused sick day no later than the period October 15th through November 15th following the effective date of their retirement from the District. Days accumulated over 180 or accumulated over grandfathered amounts will be paid at a premium rate of 1.333 the regular rate. In addition, during the retiree's lifetime the retiree shall receive the same health and prescription coverage, at the same contributory rate, if any, as an active full-time employee.

(e) **Insurance Payment** - For employees retiring after June 30, 1990, the District will reimburse the employee for Medicare Part B at the dollar level of the premium effective July 1, 1990.

*NOTE--- If the teacher is eligible and does not apply for the incentive in the first year he/she is eligible, he/she waives the incentive.

§ 22.3 **NORMAL RETIREMENT** -

(a) **Insurance Payment** - The District will pay 35% of the dependent medical insurance/prescription premium and 50% of the individual medical insurance/prescription premium.

(b) **Medicare Part B** - For employees retiring after June 30, 1990, the District will reimburse the employee for Medicare Part B at the dollar level of the premium effective July 1, 1990.

34
x 1.333

45.32 over 180

ARTICLE 23

EXTRACURRICULAR CLUB ADVISORS

§ 23.1 CLUB ADVISORS' COMMITTEE -

(a) **Reevaluation** - The committee will meet annually and complete a total reevaluation of *SCHEDULE A* of Article 23. A report will be presented prior to *June 30th* to the negotiating teams.

(b) **Howard Formula** - Using the Howard Formula to compare jobs, the Club Advisors' Committee will meet each June to review any changes and to address routine requests for adjustments.

(c) **Committee Membership** - The committee will consist of four teachers (appointed by JCTA President) and two administrators. All requests and recommendations for changes and adjustments will be made through the principal.

(d) **Annual Report** - The annual report of the committee will be given to the Superintendent and the Association President.

(e) **Emergency Meeting** - A principal or the Association President may request an emergency meeting of the Club Advisors' Committee to review any unusual need for adjustment.

§ 23.2 **ADVISORS' STIPENDS** - Stipends in the amounts shown in *SCHEDULE A* shall be paid to advisors to such student extracurricular activities as are set forth in the *SCHEDULE*.

§ 23.3 **ACTIVITY STIPENDS** - The following activities: Marching Band, Show Choir and Jazz Ensemble shall be paid a stipend as delineated on Schedule C.

<i>SCHEDULE C</i>		
<u>ACTIVITY</u>	<u>2000-01</u>	<u>2001-02</u>
Marching Band	\$4,302	\$4,453
Show Choir	2,276	2,356
Jazz Ensemble	1,289	1,334

2002-03 Agreed upon Salary Escalator for 2002-03 will be applied.

2003-04 &
2004-05 To be negotiated during the 2002-03 school year

ARTICLE 23

EXTRACURRICULAR CLUB ADVISORS *(continued)*

SCHEDULE A			
	2000-01	2001-02	2002-2003
GROUP IA	2,276	2,356	TBA
•Musical Production -4 advisors			
GROUP I	1,897	1,963	TBA
•Cat Tales - 2 advisors	•Senior Class •Special Olympics		
GROUP II	1,460	1,511	TBA
•Yearbook Advisor - 2 advisors (High School)			
GROUP III	1,289	1,334	TBA
•Ski Club (High School) - 2 advisors •Varsity Club •Student Government (High School)	•Yearbook (C. Fred) •(FHA) Future Homemakers of America		
GROUP IV	1,099	1,137	TBA
•Honor Society (High School) •Junior Class •Student Government (C. Fred) •Odyssey Of The Mind - per team	•Mock Trial •Science Olympiad (C. Fred) •Science Olympiad (High Sch.) •Boys' Volleyball		
GROUP V	1,004	1,039	TBA
•Ski Club (C. Fred - 2 Advisors) •French Club •Science Club •Spanish Club •Key Club •Pep Club •Mathletes •Multicultural Club (High School) •Science/Physics Club (C. Fred)	•HELLO Club (High School) •S.A.D.D. (High School) •Sophomore Class •Freshman Class •S.A.D.D. (C. Fred) •BETA Club (C. Fred) •K.O.A.K. (C. Fred) •Newspaper (C. Fred)		

*2002-03 - Agreed upon Salary Escalator for 2002-03 will be applied.

**2003-04 & 2004-05 - To be negotiated during the 2002-03 school year.

ARTICLE 24

ATHLETICS / COACHING

§ 24.1 COACHES' COMMITTEE -

(a) **Reevaluation** - The committee will meet annually and a complete reevaluation will be completed. A report will be presented prior to *June 30th* to the negotiating committees.

(b) **Howard Formula** - Using the Howard Formula to compare jobs, the Coaches' Committee will meet each June to review any changes and to address routine requests for adjustments.

ARTICLE 24

ATHLETICS / COACHING *(continued)*

(c) **Committee Membership** - The committee will consist of four teachers (appointed by JCTA President) and two administrators. All requests and recommendations for changes and adjustments

will be made through the Athletic Director.

(d) **Annual Report** - The annual report of the committee will be given to the Superintendent and the Association President.

(e) **Emergency Meeting** - The Athletic Director or the Association President may request an emergency meeting of the Coaches' Committee to review any unusual need for adjustment.

§ 24.2 **COACHES' STIPENDS** - Athletic coaches and assistants shall be paid a stipend as delineated in *SCHEDULE B*. One half of the stipend will be paid at a mutually selected pay period approximately half way through the season. The other half will be paid upon the completion of the individual sport.

SCHEDULE B				
HEAD COACHES				
		2000-01	2001-02	2002-03
GROUP I		5,993	6,203	TBA
•Boys' Basketball •Football	•Wrestling •Girls' Basketball			
GROUP II		4,790	4,958	TBA
•Baseball •Boys' Swimming	•Track •Boys' Lacrosse			
GROUP III		4,302	4,453	TBA
•Boys' Soccer •Girls' Soccer •Softball •Equipment Manager	•Girls' Track •Volleyball •Girls' Swimming •Girls' Lacrosse			
GROUP IV		3,787	3,930	TBA
•Cross Country	•Cheerleading (Fall) •Cheerleading (Winter)			
GROUP V		3,538	3,662	TBA
•Bowling •Golf	•Boys' Tennis •Girls' Tennis			
ASSISTANT COACHES				
Salaries of Assistant Coaches are determined as follows:				
1st year of service.....60 % times the salaries of Head Coaches within their own group.			
2nd year of service.....65 % times the salaries of Head Coaches within their own group.			
3rd year of service.....70 % times the salaries of Head Coaches within their own group.			

*2002-03 - Agreed upon Salary Escalator for 2002-03 will be applied.

**2003-04 & 2004-05 - To be negotiated during the 2002-03 school year.

ARTICLE 24

ATHLETICS / COACHING *(continued)*

§ 24.3 **FILLING POSITIONS** - All openings will be posted for five (5) days. All qualifications being equal, preference in hiring will be given to an internal candidate.

§ 24.4 **EXTENDED SEASON COACHING STIPEND** - The following conditions will qualify a coach to receive an Extended Season Stipend. Recommendations for an Assistant Coach's involvement in the extended season will be made by the Head Coach and approved by the Director of Athletics.

(a) **Closed Sectionals** - (A team must qualify to participate in contest.) The stipend for those coaches involved in Closed Sectionals will be an additional 1/15th of their coaches' salary for each week (The week begins on Monday.) or part of a week that the team is involved.

(b) **Open Sectionals** - (All teams qualify.) After the first contest in Open Sectionals, the coach will be paid an additional 1/15th of his or her salary for each week (The week begins on Monday.) or part of the week in which the team is involved.

ARTICLE 25

SUBSTITUTE TEACHERS

§ 25.1 **SUBSTITUTE TEACHERS** - Substitute teachers will be divided into three (3) categories:

(a) **Category A - Daily Subs** - Substitutes daily as called.

(b) **Category B - Short-Term Subs** - More than 30 consecutive days* for same position

(c) **Category C - Long-Term Subs** - At least 90 consecutive days* or a semester for same position.

§ 25.2 **WORKDAY** - The workday for all categories of substitutes is the same as the regular teacher workday unless he or she is dismissed early. Any substitute called in for a day shall receive a full day's pay even if the substitute is released prior to the end of the work day.

*The Superintendent of his/her designee may allow an interruption in the consecutive days due to absence(s) for an excused reason.

§ 25.3 **COMPENSATION FOR 2000-01**

(a) **Category A - Level 1.....** \$72.00 per day for days 1 through 9.5

- **Level 2.....** \$85.00 per day for days 10 through 19.5

- **Level 3.....** \$96.00 per day for days 20 through 29.5

(b) **Category B** - 1/200 of base salary for each day worked retroactive to day one

(c) **Category C** - Placed on salary step based on negotiated training and experience
(retroactive to day one if applicable)

ARTICLE 25

SUBSTITUTE TEACHERS *(continued)*

§ 25.4 COMPENSATION FOR 2001-02

(a) **Category A** - The salary grade for each employee will be based on the number of days worked this year or last year whichever is higher.

-*Level 1*..... \$74.00 per day for days 1 through 9.5

-*Level 2*..... \$88.00 per day for days 10 through 19.5

-*Level 3*..... \$99.00 per day for days 20 through 29.5

(b) **Category B** - 1/200 of base salary for each day worked retroactive to day one

(c) **Category C** - Placed on salary step based on negotiated training and experience
(retroactive to day one if applicable)

§ 25.5 COMPENSATION FOR 2002-03

Salary increments to be determined by the Salary Escalator Agreement contained in Appendix C.

§ 25.6 TRAINING - The JCTC programs will be available to substitutes on a space available basis. Substitutes will not be paid to participate in these training sessions.

§ 25.7 MILEAGE - If a substitute is required to travel from one school to another he/she will be reimbursed in accordance with the Agreement upon submission of a mileage voucher.

§ 25.8 DUES DEDUCTIONS - Shall apply to all substitutes as per the Agreement.

§ 25.9 SUBSTITUTE FOLDERS - Folders with appropriate orientation materials, schedules and plans will be made available to each substitute. These may be obtained from the main office and/or the team area.

§ 25.10 EVALUATIONS - If an observation report or an evaluation is written, the substitute will receive a copy of the report. The substitute shall have the right to attach a response.

§ 25.11 FILES - Any substitute may upon notice request to view his/her personnel file and obtain copies of any documents found in the file excluding preemployment reports and recommendations.

ARTICLE 25

SUBSTITUTE TEACHERS *(continued)*

§ 25.12 FRINGES -

(a) **Insurance Benefits** - Short-Term and Long-Term Substitutes filling in for a teacher on an unpaid leave shall be eligible for the insurance benefits found in *ARTICLE 19* on the first of the month.

(b) **Personal / Religious / Sick Leave** - Long-Term Substitutes will be eligible for all of the benefits in the following Sections of the Agreement on a prorated basis:

Article 18.3 - Personal/Family Leave

Article 18.5 - Religious

Article 17.1 - Sick Leave

ARTICLE 26

TEACHING ASSISTANTS

§ 26.1 TEACHING ASSISTANTS - There are three categories of teaching assistants.

(a) **Teaching Assistant - Level I**

Requirement - Requirement of four years of college plus necessary specialized training.

(b) **Teaching Assistant - Level II**

Requirement - Requirement of two years of college plus necessary specialized training.

(c) **Teaching Assistant - Level III**

Requirement - Minimum training required plus specialized training.

(d) **Benefits** - Staff Development..... at prorated rate on base
Summer Employment..... at prorated rate on base
Retirement Incentive..... at prorated rate on base

ARTICLE 27

GRIEVANCE PROVISIONS

§ 27.1 **PURPOSE** - The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee grievances over the interpretation of this agreement.

§ 27.2 DEFINITIONS -

(a) **Grievance**..... A "grievance" is any alleged violation of this agreement.

(b) **Grievant**..... A "grievant" or "aggrieved party" is any member or group of members of the negotiating unit covered by this agreement or the Association who is harmed by the violation of the agreement which is alleged to have occurred.

ARTICLE 27

GRIEVANCE PROVISIONS *(continued)*

§ 27.2 DEFINITIONS - (continued)

- (c) **Principal.....** The "principal" is the principal of the building to which the grievant is assigned, or the designee of the principal.
- (d) **Superintendent** The "Superintendent" shall include the designee of the Superintendent.
- (e) **Association Representative..** An "Association representative" shall include a New York Educators Association representative.
- (f) **day.....** A "day" is one school day or workday during the summer months.

§ 27.3 GRIEVANCE PROCEDURE -

(a) **Level 1 Principal** - Within 20 days of the grievance, the aggrieved party shall discuss the grievance informally with the principal. If the informal discussion does not result in a resolution satisfactory to the grievant, he or she may, within ten days of the informal conference submit the grievance to the principal on the grievance form.

The principal shall, within ten days of receipt of this grievance form, render his decision in writing to the grievant.

(b) **Level 2..... Superintendent** - Within ten days of receipt of the principal's written decision, the grievant may appeal to the Superintendent by submitting the original grievance, the decision rendered at Level 1, and any supporting documents. The Superintendent may, in his discretion, conduct a hearing, hold a conference, or decide without a hearing or conference. Within ten days of the receipt of the appeal, the Superintendent shall render his decision in writing to the aggrieved party.

(c) **Level 3..... Arbitration** - Within ten days of receipt of the Superintendent's written decision, the aggrieved party may serve upon the Superintendent a demand for arbitration of the grievance.

Upon receipt of such demand, the Superintendent shall request the American Arbitration Association to provide the aggrieved party and the Superintendent with a list of seven prospective arbiters.

Upon receipt of the list, the aggrieved party and the Superintendent shall alternately strike names from the list until there remains one person who shall be designated as the arbiter.

The arbiter shall serve under the rules and regulations of the American Arbitration Association. His decision shall be binding upon the parties to this agreement. The arbiter shall serve without power or authority to make any decisions or awards which require the commission of an act prohibited by law, nor shall he have the power to alter, add to, or detract from the provisions of this agreement.

ARTICLE 27

GRIEVANCE PROVISIONS *(continued)*

The expense of the arbiter will be borne equally by the district and the grievant (unless the Association endorses the demand for arbitration, in which case the Association will pay the grievant's share).

(d) Failure To Respond - If the principal or the Superintendent shall fail to render written decisions within the time stated herein, the grievant may proceed to the next step in this procedure. If the Superintendent fails to request the list of arbiters, the grievant may do so.

(e) Representation - At any stage of this procedure, the grievant may be accompanied by or be represented by an Association representative. The Association shall be kept advised by the District of each step in every grievance procedure, and shall have the right, to the same extent as the grievant, to present its position at each stage of the procedure.

§ 27.4 GRIEVANCE FORM

Johnson City Central School District GRIEVANCE FORM

School _____ Date _____ Time _____ a.m. p.m.

Name _____ Position _____

Contract Reference (Heading & Paragraph Number) _____

Nature of Grievance: _____

Relief Requested: _____

Bargaining Unit Representative _____

(Signature)

Employee _____

(Signature)

Attached: - additional pages(if required)
- all pertinent documentation

ARTICLE 28

DURATION OF AGREEMENT

§ 28.1 **DURATION OF AGREEMENT** - This Agreement shall be in effect during the five-year period beginning July 1, 2000 and ending June 30, 2005. This District agrees to enter into collective bargaining negotiations for a new agreement to be effective on and after July 1, 2005 to the extent it is required to do so by the Taylor Law, on or after December 15, 2004. In recognition of the obligation under the Taylor Law to negotiate in good faith each party agrees to respond to reasonable request for information made by the other.

§ 28.2 **1979 - 1982 AGREEMENT** - The deletions and changes from the July 1, 1979 to June 30, 1982 Agreement are made solely for the purpose of clarification and do not reflect any diminution of benefits regarding the terms and conditions of employment of members of the bargaining unit.

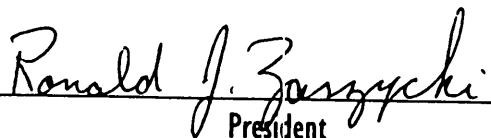
Johnson City Central School District

Date: August 30, 2000

By: 
Superintendent

Johnson City Teachers' Association

Date: August 30, 2000

By: 
President

APPENDIX A

2000-2001 SALARY SCHEDULE FOR TEACHERS

STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45
1	32,388	32,620	32,854	33,080	33,431	33,550	33,962	34,251
2	32,588	32,820	33,054	33,280	33,631	33,750	34,132	34,451
3	33,365	33,597	33,831	34,057	34,410	34,527	34,909	35,228
4	34,142	34,374	34,608	34,834	35,187	35,329	35,686	36,005
5	34,919	35,151	35,385	35,611	35,964	36,157	36,463	36,782
6	35,531	35,763	35,996	36,223	36,575	36,770	37,074	37,393
7	36,142	36,374	36,607	36,834	37,186	37,381	37,686	38,005
8	36,753	36,985	37,218	37,445	37,797	37,992	38,297	38,616
9	37,364	37,596	37,830	38,056	38,409	38,602	38,908	39,227
10	37,976	38,208	38,441	38,668	39,020	39,215	39,519	39,838
11	38,587	38,819	39,052	39,279	39,631	39,826	40,130	40,450
12	39,198	39,430	39,663	39,890	40,242	40,437	40,742	41,061
13	39,809	40,041	40,275	40,501	40,854	41,048	41,353	41,672
14	40,421	40,653	40,886	41,113	41,465	41,661	41,964	42,283
15	41,032	41,264	41,497	41,724	42,076	42,271	42,575	42,895

- Employees off the schedule will receive a 3.4% increase in salary.

SALARY SCHEDULE FOR TEACHING ASSISTANTS

2000 - 2001

I 50% of BA

II 42% of BA

III 34% of BA

APPENDIX B

2001-2002 SALARY SCHEDULE FOR TEACHERS

STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45
1	33,322	32,562	33,804	34,038	34,401	34,524	34,951	35,250
2	33,522	33,762	34,004	34,238	34,601	34,724	35,151	35,450
3	33,728	33,969	34,210	34,445	34,808	34,931	35,327	35,657
4	34,533	34,773	35,015	35,249	35,614	35,735	36,131	36,461
5	35,337	35,578	35,819	36,054	36,418	36,566	36,935	37,265
6	36,142	36,382	36,623	36,858	37,222	37,422	37,739	38,070
7	36,774	37,014	37,256	37,490	37,855	38,057	38,372	38,702
8	37,407	37,647	37,888	38,123	38,488	38,689	39,005	39,335
9	38,039	38,280	38,521	38,756	39,120	39,322	39,637	39,967
10	38,672	38,912	39,154	39,388	39,573	39,953	40,270	40,600
11	39,305	39,545	39,786	40,021	40,386	40,588	40,902	41,233
12	39,937	40,178	40,419	40,654	41,018	41,220	41,535	41,865
13	40,570	40,810	41,051	41,286	41,651	41,852	42,168	42,498
14	41,203	41,443	41,684	41,919	42,284	42,485	42,800	43,131
15	41,835	42,075	42,317	42,552	42,916	43,119	43,433	43,763

- Employees off the schedule will receive a 3.5% increase in salary.

SALARY SCHEDULE FOR TEACHING ASSISTANTS

2001 - 2002

I 50% of BA

II 42% of BA

III 34% of BA

APPENDIX C

For Contract Year 2002-2003:

The salary escalator shall be 3.5%, unless the rate of inflation as determined by the North East Consumer Price Index - Urban Consumers (NE CPI-U), using 2/01 over 2/02, exceeds 3/5%. In such case the salary escalator shall rise at a rate of .5% for every 1% increase. In no case shall the salary escalator for year 2002-03 fall below 3.5% nor shall it rise above 4%.

For Contract Years 2002-2003, 2003-2004, 2004-2005:

All above contract monies (i.e., Extracurricular, Club Advisors, Athletics/Coaching, Substitute Teachers) shall be increased by the same percentage as applied to salaries.

For Contract Years 2003-2004 and 2004-2005:

The parties shall re-enter into negotiations concerning salary items. This shall be the sole bargaining issue unless otherwise agreed to between the parties.

APPENDIX D

JOHNSON CITY CENTRAL SCHOOL DISTRICT

RETIREMENT BENEFIT FORM

The following benefits are available to employees upon retirement.

_____ Letter of Retirement on file

HEALTH INSURANCE COVERAGE - (CHECK ONE) For all employees who retire under a NY State Retirement System.

_____ Individual

_____ Family

Your Health insurance premium cost will be _____ 75% of the premium

_____ 65% of the premium

_____ 50% of the premium

_____ the same % as paid by
an active employee

HEALTH INSURANCE ALTERNATIVE

I would now like to choose the following option and cancel my present coverage effective July 1, or _____
(other date)

_____ OPTION 130 Complete Buyout of Health Coverage and Prescription Coverage. The District will pay me \$130 per month with half this annual total payable in December and half payable in June each year if I drop my total coverage.

_____ OPTION 105 Complete Buyout of Health but I will keep Individual Prescription coverage. The District will pay me \$105 per month with half the annual total payable in December and half payable in June of each year.

_____ OPTION 70 Complete Buyout of Health Coverage but I will keep Family Prescription Coverage. The District will pay me \$70 per month with half the annual total payable in December and half payable in June each year.

I understand that I may reconsider my option at any time. I may drop the buyout and rejoin the insurance plan before the first of any month by giving written notice to this Business Office. I understand that if I rejoin the insurance plan, I will pay the % of the premium mentioned on the first page

MEDICARE

If you or your spouse is 65 or older, in order to participate in the District Health insurance plan, you must chose to participate in the Medicare "B" plan. The District will reimburse you and/or your spouse at the rate of the Medicare premium effective July 1, 1990 (\$28.60) The District will not reimburse you and/or your spouse if their is duplicate reimbursement from your spouses (ex) employer.

If you leave the Johnson City Central School District health insurance program for any reason other than stated in this retirement form, you will not be able to reinstate your coverage with the school district.

DENTAL INSURANCE COVERAGE - (CHECK ONE) - Employee pays full premium

_____ Individual

_____ Family

Your current monthly premium will be _____. This may change from year to year.

RETIREMENT INCENTIVE - (ADMINISTRATION)

You will receive \$_____ payable no later than the period Oct. 15th - Nov. 15th of the calendar year you retire.

_____ sick days at \$_____ per day - \$_____

_____ sick days at \$_____ per day - \$_____ **TOTAL FOR SICK DAYS \$_____**

_____ vacation days at \$_____ per day - \$_____

INCENTIVE \$_____

GRAND TOTAL \$_____

RETIREMENT ALLOWANCE - (Noninstructional employee working 30 hours)

_____ sick days at \$_____ per day - \$_____

_____ sick days at \$_____ per day - \$_____ **TOTAL FOR SICK DAYS \$**__________ vacation days at \$_____ per day - \$_____ **TOTAL**_____ years in district at \$_____ per year - \$_____ **TOTAL****GRAND TOTAL \$**_____ *

*This allowance will be paid at the time of retirement.

RETIREMENT INCENTIVE - (Instructional)

You will receive \$_____ payable no later than the period Oct. 15th - Nov. 15th of the calendar year you retire.

_____ sick days at \$_____ per day - \$_____

_____ sick days at \$_____ per day - \$_____ **TOTAL FOR SICK DAYS \$**_____**INCENTIVE \$**_____**GRAND TOTAL \$**_____

_____ COBRA notification given to employee not eligible for retirement incentive.

I have reviewed the above information and agree.

Employee Signature_____
Date_____
For the District_____
Date

APPENDIX E

INCLUSION

During the negotiations for the 1995-97 Agreement the parties had lengthy discussions on the topic of Inclusion. We decided to enter into a Memorandum of Agreement which spelled out in general a number of agreements relating to Inclusion. Any alleged failure to comply with these agreements at the building level will be brought to the attention of the appropriate building principal.

If the problems is not resolved, it will be placed before the INCLUSION OVERVIEW TEAM in that building for discussion and resolution. If it is not resolved by that team, it will be forwarded to the DISTRICT INCLUSION OVERVIEW TEAM for resolution.

The parties have agreed to the following:

1. BUILDING INCLUSION OVERVIEW TEAM

Formation of an INCLUSION OVERVIEW TEAM in each building. The purpose of the teams is to discuss and resolve concerns which have not been able to be solved in a timely manner through the normal problem-solving process in that building.

The Team will consist of the Principal, Director of Special Services, two special education teachers, two regular education teachers and one member of the support staff. The teachers and support staff will be appointed by their Association Presidents.

Concerns not resolved at the building level will be reported in writing to the Superintendent and Association President. They will meet with the necessary individuals in an attempt to resolve the concern.

2. PLACEMENT OF CLASSIFIED STUDENTS

In the elementary and middle school a meeting between the appropriate special education teacher and the classroom teacher who will have a classified child assigned to his or her classroom will take place, if at all possible, prior to the first day of classes for the classified student. During that meeting the teachers will discuss the IEP, the placement, supports, possible teaching strategies, and any other concerns.

- If a classified student is enrolled during the school year, he/she should not be placed in a classroom until after this meeting is held.
- At high school as soon as possible.

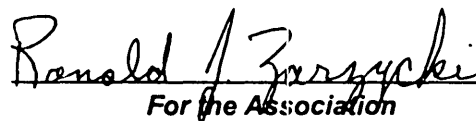
3. Classroom teachers will be informed of how the IEP is developed and will be given an opportunity for involvement in developing the IEP.

4. Each BUILDING INCLUSION OVERVIEW TEAM will designate someone to keep an accounting of the amount of services called for by the IEP's in that building.

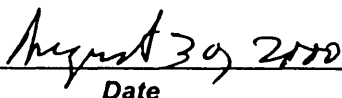
5. There will be a District-wide monthly meeting of all special education teachers.
6. The Director of Special Services will be the clearinghouse for information and ideas for dealing with classified students in an inclusive setting. Staff members are encouraged to forward items you wish to share to the Director for review, reproduction in a loose-leaf form for disbursement to each teacher.
7. Where appropriate, each BUILDING INCLUSION OVERVIEW TEAM, or principal, or team will assign a staff person to keep an anecdotal record of incidents, problems, accident reports, etc. as they may relate to a particular student.
8. The District will make every effort to see that any one teacher or team is not assigned a disproportionate amount of classified students.



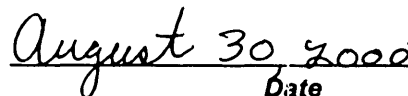
For the District



For the Association



Date



Date

APPENDIX F

Johnson City Central School District

**REQUEST FOR LEAVE FORM
FOR
MATERNITY, PATERNITY OR ADOPTIVE LEAVES***

NAME _____

BUILDING _____

DATE _____

DELIVERY DATE

_____/_____/_____ Anticipated delivery date

PERIOD OF DISABILITY*

(A disability is that period of time a doctor decided that you are unable to work)

_____/_____/_____ Anticipated date for leaving prior to birth as a result of disability

_____/_____/_____ Anticipated end of disability

_____ # of days of disability *WITH* pay

_____ # of days of disability *WITHOUT* pay

UNPAID LEAVE OF ABSENCE*

_____/_____/_____ Anticipated date for beginning leave *WITHOUT* pay for maternity, paternity, or adoptive leave

_____/_____/_____ Anticipated return date from leave (beginning of semester, grading period, end of school vacation period)

*If the delivery date changes or there are medical complications, the leave dates can be adjusted or canceled.

Signature

APPENDIX G

Date: _____

**Clerk of the Board of Education
Johnson City Central School District
666 Reynolds Road
Johnson City, NY 13790**

**RE: Education Law Section 3020-a
Alternative Procedure
Teacher Choice of Options Form**

Dear Clerk of the Board:

I have received your letter regarding the Education Law Section 3020-a Alternative Procedure. I understand that I have TEN (10) DAYS after receipt of it to respond to the Clerk of the Board of Education with my choice of the options available to me.

I have reviewed my options listed below and have marked my choice with an "X".

OPTIONS: *(Please mark your choice with an "X".)*

- ☐ a) A waiver of any hearing and an acceptance of the penalty proposed by the Board.
- ☐ b) A request for a hearing as provided by Section 3020-a of the Education Law.
- ☐ c) A request for a hearing by a single arbitrator as provided by the negotiated Alternative Procedure set forth herein.

Signature

Date

INDEX

ASSIGNMENTS -----	4	PERSONAL LEAVE -----	14
ASSOCIATION DAYS -----	3	PERSONNEL FILE -----	5
ASSOCIATION RECOGNITION -----	2	PREPARATION TIME -----	5
CALENDAR -----	3	PROFESSIONAL DEVELOPMENT -----	5
CAREER STEPS -----	17	Request For Leave Form (Maternity, Paternity or Adoptive Leaves) - Appendix F	39
CHILD REARING LEAVE -----	13	RELEASED TIME DURING SPECIAL INSTRUCTIONS -----	4
CIVIL SERVICE LAW -----	2	RELEASED TIME FOR PRESIDENT -----	3
CLASS LOAD AND SIZE -----	4	RELIGIOUS -----	15
CLUB ADVISORS' STIPENDS - Schedule A -----	22	RETIREMENT BENEFIT FORM - Appendix D -----	34
COACHES' STIPENDS - Schedule B -----	23	RETIREMENT DELEGATE -----	2
COMPLAINTS DIRECTED TOWARD EMPLOYEES --	7	RETIREMENT INCENTIVE -----	20
CONFORMITY TO LAW -----	2	SALARY -----	16
DENTAL INSURANCE -----	16	SALARY ADVANCEMENT -----	17
DUES DEDUCTION -----	19	2000-2001 Salary Schedule for Teachers / Teaching Assistants - Appendix A -----	31
DURATION OF AGREEMENT -----	30	2001-2002 Salary Schedule for Teachers / Teaching Assistants - Appendix B -----	32
DUTIES -----	4	2002-2005 Salary Schedule for Teachers / Teaching Assistants - Appendix C -----	33
EARLY DISMISSAL FOR MEETING -----	4	SAVING BONDS AND CREDIT UNIONS -----	19
EDUCATIONAL LEAVE -----	13	SCHOOL PSYCHOLOGIST DIFFERENTIAL -----	18
ELEMENTARY REASSIGNMENT -----	10	SICK DAYS -----	12
EVALUATION -----	6	SICK LEAVE BANK -----	12
FACULTY MEETINGS -----	4	SOCIAL WORKERS -----	17
FAMILY LEAVE -----	14	STAFF REDUCTIONS -----	11
FAMILY MEDICAL LEAVE ACT -----	15	SUMMER EMPLOYMENT -----	17
FLEXIBLE BENEFIT PROGRAM -----	16	TAX SHELTERED ANNUITY -----	19
GRADUATE HOURS -----	17	TEACHING ASSISTANTS -----	26
GRIEVANCE PROCEDURE -----	27	TEMPORARY FILLING OF VACANCIES -----	9
GUIDANCE COUNSELORS -----	17	3020a ALTERNATIVE SELECTION -----	7
HEALTH INSURANCE -----	15	3020a Alternative Procedure Teacher Choice of Options Form - Appendix G -----	40
HOME TEACHING -----	17	TRANSFERS / VACANCIES -----	9
INCLUSION - Appendix E -----	37	TRANSPORTING STUDENTS -----	4
INJURIES WHILE ON DUTY -----	14	TUITION -----	3
INVOLUNTARY TRANSFERS -----	10	UNIT DEFINITION -----	2
JOB SHARING -----	11	USE OF SCHOOL FACILITIES -----	3
LEAVE WITHOUT PAY -----	15	VACANCY POSTING -----	9
MILEAGE -----	17	VOLUNTARY TRANSFERS -----	9
PARENTAL CONFERENCE -----	4	WORKDAY / WORK YEAR -----	3
PAYROLL OPTIONS -----	18		

PRINTED BY ...



NATIONAL EDUCATION ASSOCIATION OF NEW YORK

Vestal Service Center

400 Plaza Drive, Suite D

Vestal, NY 13850

607/729-6375 or 800/479-6375