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7A / 5824

AGREEMENT

BETWEEN

CHIEF SCHOOL OFFICER

NORWOOD-NORFOLK CENTRAL SCHOOL DISTRICT

AND

NORWOOD-NORFOLK CENTRAL TEACHERS' ASSOCIATION

July 1, 2004 - June 30, 2011

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

101 employees

## TABLE OF CONTENTS

Preamble.....	1
Recognition.....	1
Ground Rules for Negotiating.....	2
Article I Grievance Procedure .....	2
Article II Bargaining Unit Member Conditions .....	8
Article III Leaves of Absence .....	10
Article IV Bargaining Unit Member Rights.....	16
Article V Dismissal and/or Discipline .....	19
Article VI Extra Pay Schedule for Extra Duties .....	22
Article VII Additional Benefits .....	26
Salary Schedule .....	30
Joint Study Council .....	39
Duration of Agreement .....	39
Distance Learning.....	40
Absence Form .....	44
Appendix A - Health Insurance .....	45

## PREAMBLE

The parties of this Agreement, the Norwood-Norfolk Central School District (hereinafter called the "District") and the Norwood-Norfolk Teachers' Association (hereinafter called the "Association") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, hereby agree as follows.

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.

## RECOGNITION

The Norwood-Norfolk Central School Board of Education, having determined that the Norwood-Norfolk Teachers' Association is supported by a majority from a unit composed of all certified teachers, and guidance personnel, hereby recognizes the Norwood-Norfolk Teachers' Association as the exclusive negotiating agent for the members in such unit. Such recognition shall be the maximum allowed by law. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.

The Norwood-Norfolk Teachers' Association shall serve as the exclusive negotiating agent for registered nurses and teacher assistants employed by the District. Use of the term "bargaining unit member" throughout this document shall apply equally to registered nurses and teacher assistants.

The following provisions of this Agreement **SHALL NOT** apply to registered nurses and teacher assistants:

- Article II - Bargaining Unit Member Conditions
- Article III, Section 6 - Sabbatical Leave
- Article III, Section 7 - Professional Leave
- Article IV, Section 2 - Bargaining Unit Member Evaluation
- Article V (d) - Alternative Discipline

## GROUND RULES FOR NEGOTIATING

If an exchange of proposals takes place, both teams will exchange proposals on a date that is predetermined at least one month in advance of the exchange.

### ARTICLE I - GRIEVANCE PROCEDURE

#### Section 1 - Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its bargaining unit members, is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of bargaining unit members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal and by which the Board of Education (hereinafter sometimes referred to as the Board) and its bargaining unit members are afforded an adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

#### Section 2 - Definitions

- 2.1 A Grievance: A grievance is the complaint by an employee of an alleged violation of any of the provisions of this Contract. If a grievance affects a group of bargaining unit members and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- 2.2 The term, Supervisor: Shall mean any principal, department chairperson, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
- 2.3 The Chief School Officer: Is the supervising principal or the principal of the District, as the case may be.
- 2.4 Association: Shall mean NORWOOD-NORFOLK TEACHERS' ASSOCIATION.
- 2.5 Aggrieved Party: Shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.6 Party in Interest: Shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

- 2.7 Grievance Committee: Is the committee created and constituted by the NORWOOD-NORFOLK TEACHERS' ASSOCIATION.
- 2.8 Hearing Officer: Shall mean any individual or Board charged with the duty of rendering decisions at any stage of grievance hereunder.
- 2.9 All reference to "days" in this article shall mean "school days".

### Section 3 - Procedures

- 3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for informal decisions at Section 5, Stage 1a Supervisor, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore.
- 3.3 The preparation and processing of grievances, insofar as practicable, shall be conducted outside the hours of employment or at a time when no interruption of classroom activity and no involvement of students in any phase of the grievance procedure will occur.
- 3.4 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- 3.5 Except if otherwise provided in Article 5.1a and 5.1b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes or proceedings made at each and every stage of this grievance procedure. Every aggrieved party and any party in interest shall have a right at all times to the aid of counsel of their own choosing.
- 3.6 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance

committee or any other participant in the grievance procedure or any other person of such grievance or participation therein.

- 3.7 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Chief School Officer shall then have them printed and distributed so as to facilitate the operation of the grievance procedure.
- 3.8 Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance at the request of the bargaining unit member. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in the future proceedings.
- 3.9 If any provision of this grievance procedure or any application thereof to any bargaining unit member or group of bargaining unit members in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.10 The Chief School Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Section 5, Stage 1a and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2, 3, and 4. A copy of such minutes will be made available to the aggrieved party and to the Grievance Committee within two (2) school days after the conclusion of hearings at Stages 2, 3, and 4, and the appropriate hearing officer must be advised of any alleged errors in said minutes within two (2) school days. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved

party, the Grievance Committee and the Board by appointment with the Chief School Officer.

- 3.11 The existence of the procedure hereby established shall not be deemed to require any bargaining unit member to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any bargaining unit member to pursue any other remedies available in any other form if the provisions of this procedure are not utilized.

#### Section 4 - Time Limits

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the bargaining unit member knew or should have known of the act or condition on which the grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association 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.

#### Section 5

##### 5.1 Stage 1 - Supervisor

- a. A bargaining unit member having a grievance will discuss it with his/her supervisor, either directly or with a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest with whom consultation has been had without the aggrieved party being present. If the bargaining unit member submits the grievance through a representative, the



bargaining unit member may be present during the discussion of the grievance.

- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor within five (5) school days. Five (5) school days after the written grievance is presented to him/her, the supervisor shall render a decision thereon, in writing, and present it to the bargaining unit member.

## 5.2 Stage 2 - Chief School Officer

- a. If the bargaining unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1, and wishes to proceed further under this grievance procedure, the bargaining unit member shall, within five (5) school days, present the grievance to the Association's Grievance Committee for consideration.
- b. If the Grievance Committee determines that the bargaining unit member has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief School Officer within fifteen (15) school days after the bargaining unit member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within five (5) school days after receipt of the appeal, the Chief School Officer, or his/her duly authorized representative, shall hold a hearing with the bargaining unit member and the Grievance Committee or its representatives and all other parties in interest.
- d. The Chief School Officer shall render a decision in writing to the bargaining unit member, the Grievance Committee and its representative within five (5) school days after the conclusion of the hearing.

## 5.3 Stage 3 - Board of Education

- a. If the bargaining unit member and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing to the President of the Board of Education, with a copy to the Chief School Officer within five (5) school days after receiving the decision at Stage 2.
- b. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

- c. Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

#### 5.4 Stage 4 - Arbitration

- a. After such hearing, if the bargaining unit member and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the President of the Board of Education and the Chief School Officer within five (5) school days of the decision at Stage 3.
- b. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association 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 commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue a decision as soon as possible after the completion of the hearing.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

## ARTICLE II - BARGAINING UNIT MEMBER CONDITIONS

### 1. School Schedule

- a. The length of bargaining unit members' work day shall be 7 hours and 15 minutes. Specific start and end times shall be by mutual agreement.
- b. No meeting, excepting those of an emergency nature shall be scheduled before the school day at the High School.
- c. In the arrangement of the school day, the District shall fully adhere to Article II paragraph 1b of the contract. The term "thirty (30) minutes planning time" shall be defined as thirty consecutive minutes.
- d. At the Elementary School, there will be six (6) half days for parental conferences.

### 2. Time Without Scheduled Supervision of Students

- a. Lunch Period: All bargaining unit members shall have a thirty (30) minute lunch period during which their students shall be supervised by other personnel.
- b. Elementary: Each bargaining unit member in the elementary grades shall have at least thirty (30) minutes planning time each day during which there shall be no supervision of student activity. This time shall be in addition to the thirty (30) minute lunch period each day, except in cases of unavoidable emergency. Because elementary bargaining unit members are expected to accompany their students to and from the cafeteria, their lunch period will be forty (40) minutes.
- c. Middle Level and Secondary: Each bargaining unit member in the middle level and secondary grades shall have at least one planning period each day, in addition to the thirty (30) minute lunch period, except in cases of unavoidable emergency. If middle level bargaining unit members are expected to accompany their students to and from the cafeteria, their lunch period will be forty (40) minutes.

### 3. Lunch Period Supervision

- a. Cafeteria supervision will be provided in the Norwood-Norfolk Elementary School, so that bargaining unit members in this building shall not be required to perform this duty.

- b. Playground supervision will be provided in the Norwood-Norfolk Elementary School during the lunch period so that bargaining unit members in this building shall not be required to perform this duty. In the event of inclement weather, this same supervision shall be maintained with indoor facilities that are available in this building.

Specialists (e.g., art, music, physical education) may be given instructional assignment during lunch periods. However, they shall still receive their half-hour duty free lunch period plus their half-hour duty free preparation time and such assignment shall be for instructional purposes not simply for monitoring and discipline purposes.

- c. Middle level and secondary bargaining unit members shall be freed from lunch period supervision.

#### 4. Scheduling of Daily Elementary Activities

- a. A schedule for special classes shall be available to all elementary school bargaining unit members no later than the first week of school in September unless unavoidable circumstances exist.
- b. Any proposed change in scheduling to be in effect for one month or more shall be presented to the President of the Association, or an appropriate building representative and/or the bargaining unit members who would be affected by the proposed change for consultation or suggestion.
- c. Elementary school bargaining unit members shall not be required to remain in the classroom while a special subject area is being taught, unless an elementary administrator specifically requests the bargaining unit member to stay.

- 5. Bargaining unit members in the elementary school will be notified by June 1 of each year of their bargaining unit member assignment for the following year. Upon request, a bargaining unit member will receive, in writing, the reason(s) for any change of assignment. It is recognized that situations beyond the control of the District may occur which will require a later notification. The purpose of this provision is to allow bargaining unit members to make plans, etc., for the coming school year.

6. Scheduling of Secondary and Special Area Daily Activities. Any assignment that includes Academic Intervention Services will be considered a teaching assignment.
7. Part Time Teachers

Teachers employed in positions that are less than full-time shall be defined as follows:

One-half Position:

- a.) .50 of the appropriate salary schedule step, including graduate hours and Masters Degree; and
- b.) Three (3) assigned periods and one (1) preparation period – total of four (4) periods.

Other:

- a.) “Assigned periods” is defined as teaching assignments or supervisory assignments or a combination of these;
- b.) All periods, including lunch, must be consecutive. For half-time positions, if the normally scheduled lunch period falls in the middle of the consecutive periods, the teacher will be scheduled for lunch as well. Part-time teachers will be assigned no more than (4) consecutive periods without lunch;
- c.) Part-time teachers will move one step on the salary schedule each year.

### ARTICLE III - LEAVES OF ABSENCE

#### 1. Sick Leave

- a. Bargaining unit members shall be granted fifteen (15) days of sick leave per year, accumulative to one hundred eighty (180) days. Those employed for eleven (11) months shall be granted sixteen (16) days of sick leave per year, accumulative to one hundred eighty (180) days. Sick leave shall be available for usage in case of personal illness of the bargaining unit member. Illness requiring sick leave for more than four (4) consecutive days must be substantiated by a physician, if requested by the Chief School Administrator.
- b. A bargaining unit member who utilizes no discretionary leave days during the school year shall receive a \$200 stipend.

A bargaining unit member who utilizes no more than three (3) days of discretionary leave during the school year shall receive a \$150 stipend.

Payment will be made during the month of July following.

Discretionary leave is defined as sick leave, family illness leave, or business-emergency leave.

## 2. Family Illness

Bargaining unit members may use up to fifteen (15) days of accumulated sick leave for serious illness in the bargaining unit member's immediate family, defined as the bargaining unit member's spouse, child, father, mother, sibling, stepchild, stepfather, stepmother. Under extenuating circumstances bargaining unit members may request additional days to be deducted from accumulated sick leave, from the Chief School Officer. If such additional days are not granted by the CSO, the bargaining unit member may appeal to the cooperative review board. It is clearly understood that use of leave for family illness under this clause shall be for illness requiring the presence of the bargaining unit member and shall in no case be utilized to accompany the family member on a trip the purpose of which is for rest and/or recuperation unless the direct assistance and/or attention of the bargaining unit member is recommended in writing by the attending physician.

## 3. Non-Cumulative Death Leave

Bargaining unit members shall be granted five (5) days of non-cumulative death leave to be available in case of death in the immediate family as defined above. In the case of the death of grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, or uncle, bargaining unit members shall be granted three (3) days of non-cumulative death leave. This death leave is non-cumulative and in addition to all other leaves. In cases of death in the family which result in a bargaining unit member exhausting both death leave and personal leave, a bargaining unit member may request the Chief School Administrator to authorize the usage of sick leave to cover additional absence necessitated by said death.

#### 4. Sick Leave Pool

A sick leave pool shall be made available to all unit members. The pool shall consist solely of donations of accumulated sick leave from participating unit members.

The Norwood-Norfolk Teachers' Association shall be solely and totally responsible for the operation and enforcement of the pool, and for maintaining all pertinent records. The Association shall be responsible for transmitting accurate, up-to-date records on a monthly basis of pool activity to the appropriate district official. Additionally the Association shall provide the District with a copy of its regulations for the sick leave pool, and will keep the District informed of any changes.

Any dispute involving operation of the pool shall be the sole responsibility of the Association, and is specifically excluded from the grievance procedure of this Agreement.

#### 5. Business or Emergency Leave and Personal Day

- a. All employees of the District will be granted one (1) day per year, in addition to sick leave, to be used at the discretion of the employees involved for matters of personal business, of an emergency nature. Such leave would be granted only to be used for the satisfaction of commitments that cannot be met outside of school hours. In addition, all employees will be granted one (1) personal day per year unrestricted.
- b. Unused business or emergency leave and personal day shall accumulate as sick leave.
- c. Such time shall not be used immediately prior to nor following announced school vacations or holidays except in cases where unavoidable circumstances exist.
- d. Employees requiring such leave shall give (written) notice to a representative of the Administration at least two (2) days prior to the day on which such leave would commence, stating a general reason as to why leave is required (or otherwise affirming that the use of this day is not in violation of the contract).

- e. Failure to give the requisite notice before taking business or emergency leave shall subject the employee(s) involved to loss of pay for the time absent from duties, except in cases where obvious emergency clearly precluded the giving of requisite notice.
- f. Any of the following examples are NOT considered as acceptable reasons for business and emergency leave and are listed here as an indication of the spirit of the contract and are not to be considered an all inclusive list.
  - Shopping
  - Recreation (sports or entertainment)
  - Extension of vacation
  - Routine parental college visits
  - Lack of personal transportation
  - Providing transportation for others
  - Vacation to accompany spouse on business trip or vacation
  - Other employment
- g. In the event an employee has a need for personal leave which is not provided by this section, a request may be made to the Association's Sick Leave Pool Committee. It will be the sole responsibility of the Sick Leave Pool Committee to determine if the request is to be granted. If granted, the time used will be taken from the sick leave pool, and will be treated in the same manner as requests to the pool for additional sick leave.

## 6. Sabbatical Leave

At the discretion of the Chief School Officer, sabbatical leaves of absence will be granted for approved study in their field to a member of the teaching staff by the Board of Education subject to the following conditions:

- a. Length of leave shall be a full school year at half the annual salary, or a half-year at one-fourth (1/4) of the annual salary.
- b. The teacher must have completed seven (7) consecutive years of service in the Norwood-Norfolk Central School System.
- c. Granted to no more than two (2) of the staff in one year.



- d. Counted as one year of service.
- e. Written application including a proposed plan shall be filed with the Superintendent no later than February 1.
- f. Applicants will be notified by the Board of Education within two (2) months of filing the application as to the action of the Board.
- g. Contributions to retirement and health insurance shall continue.
- h. Leave would not be granted to a given teacher more than once every seven (7) years.
- i. Prior to the granting of sabbatical leave of absence, a teacher shall enter into written agreement that upon the termination of such leave, he/she will return to service in the Norwood-Norfolk Central School System for a period equal to twice the length of the leave. In default of completing such service, he/she shall refund to the Board an amount equal to such proportion of salary received by him/her while on leave as the amount of service agreed to be rendered unless said default is due to illness, disability, discharge, death, or other circumstances beyond the control of the individual.
- j. Upon return from sabbatical leave, a teacher's salary shall be the same as would have been received had the period of leave been spent in NNCS and the teacher shall be returned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- k. Other factors to be considered in selecting applicants and granting sabbatical leaves are as follows:
  - 1. Length of service
  - 2. Availability of qualified substitutes
  - 3. Full permanent certification of applicant
  - 4. Written report or transcript submitted on return upon the request of the Superintendent
  - 5. Sabbatical leave would be included as year of service with all benefits of regularly employed teachers.

7. Professional Leave

- a. The delegate or alternate delegate to the New York State United Teachers' Representatives Assembly, as designated by the Norwood-Norfolk Teachers' Association, shall be permitted to attend all sessions of the Annual Representatives Assembly without any loss of salary, personal leave or sick leave.
- b. An elected delegate from NNTA to the New York State Teachers' Retirement System Annual Meeting shall be permitted to attend without loss of salary, personal leave or sick leave.
- c. Designated representatives of the New York State United Teachers Committee shall be permitted to attend meetings of such committee without loss of salary, personal leave or sick leave unless such meetings are concerned with negotiations. The number of days absent for such purposes in any one year shall be limited to ten (10) total days.
- d. The President of the Norwood-Norfolk Teachers' Association will be given release time to conduct union activities during the school day.

If the President is a middle level or secondary teacher, the release time shall consist of one (1) full period per day in addition to his/her planning period. Such time will be in lieu of an administrative duty or additional teacher responsibility such as Academic Intervention Services.

If the President is an elementary teacher, the Union and the District will negotiate release time that is equivalent to the provided for a middle level or secondary teacher but is less disruptive to the elementary schedule.

- e. Days in which the Local President attends meetings of the NYSUT Small and Rural Task Force Committee will not be counted against accumulated time or Union time. The District will be reimbursed for substitute cost by NYSUT.
- f. Bargaining unit members may be permitted two (2) days per year each, non-cumulative, in addition to sick leave and personal leave, to visit another school or other schools for purposes of observation, consultation, or conference on curricular matters which relate to the bargaining unit

member's grade level, special field, or grade level, special field, or professional preparation and competency. Request for such leave shall be made to a representative of the administration at least two (2) weeks prior to the leave along with a written set of objectives justifying the visit.

## ARTICLE IV - BARGAINING UNIT MEMBERS' RIGHTS

### 1. Bargaining Unit Members Files

One set of official bargaining unit member files in a school shall be maintained under the following circumstances:

- a. No material derogatory to a bargaining unit member's conduct, service, character, or personality shall be placed in the file unless the bargaining unit member has had an opportunity to read the material. The bargaining unit member shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident or series of related incidents which has not been reduced to writing within ten (10) school days of its occurrence or of the District becoming aware of the incident(s), exclusive of vacation period, may not be added to the file.
- b. The bargaining unit member shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Such answer must be attached within ten (10) school days of the date material is filed.
- c. Within five (5) school days of a bargaining unit member's request at a mutually agreeable time, the bargaining unit member shall be permitted to examine his/her files and may elect to have an additional witness of his/her own choosing.
- d. The bargaining unit member shall be permitted to reproduce any materials in his/her files at the bargaining unit member's expense, if requested by the Chief School Officer.
- e. Factual material claimed to be inaccurate or misleading will be removed if such claim is sustained.

- f. There shall be only one official bargaining unit member file for each bargaining unit member maintained by the District.
- g. Only material in the file may be used by the District in any action which could result in any negative consequences to the bargaining unit member.

The only exception to this shall be when a single, specific incident has just occurred or been discovered and is the sole basis for the action being taken.

## 2. Bargaining Unit Member Evaluation - Performance Evaluation

To enable all bargaining unit members to be kept informed of evaluations of their bargaining unit member performance and to give them an opportunity to correct any deficiencies, the following evaluation procedure is to be utilized.

- a. In the case of probationary bargaining unit members, at least three (3) written evaluations will be made each year with two (2) of them to be reasonably distributed during the first semester and the third one sometime during the second semester. The part-time bargaining member with less than three (3) years bargaining unit member experience in the system shall be evaluated twice a year - once each semester. The part-time bargaining unit member with more than three (3) years experience in the system shall be evaluated once a year. If the evaluator feels that the bargaining unit member's performance must improve in order to be recommended for continuation of employment, this shall be recorded on the evaluation report. Should it be decided that the bargaining unit member is not to be recommended for reappointment, the bargaining unit member will be informed of the basis on which such a decision was reached. If desired, a bargaining unit member may request further evaluation.
- b. The evaluations must be made by an administrator, and shall include strong points, weak points, and suggestions for improvement. The Teacher Expectations and Student Achievement (TESA) activities within this District will have no connection or bearing on administrative evaluations. In no way will TESA become part of a teacher's personnel file or be used in the tenure process.

- c. The bargaining unit member will be furnished with a copy of each evaluation within five (5) bargaining unit member days, unless under unusual circumstances this is not possible. Furthermore, the administrator is responsible for scheduling a conference with the bargaining unit member regarding the evaluation as soon as possible following the observation. Bargaining unit member observation reports must be returned to administration within five (5) working days after receipt.

One of the copies of the evaluation, signed by both the bargaining unit member and the administrator, will be placed in the bargaining unit member's official cumulative folder located in the Chief School Officer's office. The signature indicates neither approval nor disapproval of the report. The bargaining unit member may include with this evaluation his/her own comments and perceptions regarding the evaluation within five (5) school days after the conference. Pertinent decisions reached in the conference, if mutually agreeable, shall become a part of the official record. The personnel file of a bargaining unit member will be available for the bargaining unit member to view. Such review is to occur in the office in which the file is maintained.

- d. All observations of bargaining unit member teaching shall be conducted openly with full knowledge of the bargaining unit member. The administration shall be free to observe and evaluate bargaining unit member performance in non-classroom activities at any time. If such evaluation is to become a part of the bargaining unit member's file, it shall be subject to the same disclosure procedure as outlined in the above.
- e. If necessary to alter the present form, a committee of three (3) representatives appointed by the Association, and three (3) appointed by the Administration, will develop an appropriate form on which to record the evaluation and signatures.
- f. Observations of classroom performance may be conducted at the convenience of the observer. In the event a bargaining unit member has planned an activity which would not lend itself favorably to observation (such as film or test), bargaining unit member shall so inform the observer and the observation will be rescheduled.

- g. If a bargaining unit member fails to sign the evaluation, the administrator will so note, in front of a witness and the bargaining unit member, and attach said note to the evaluation. The bargaining unit member will be informed of this action.
- h. Administrators who sign coaching evaluations will observe at least one-half (1/2) hour of practice and one-half (1/2) hour of a game prior to completing the evaluation. All coaching evaluations will be completed no later than thirty (30) days following the end of the season (or post-season, if any).

3. Video Recording

- 1. Video recording will be handled under the conditions and protocols stated in Board of Education Policy #5684, adopted August 24, 2004.
- 2. In no case will video recordings be used for evaluation, but can be used if a criminal act has occurred.
- 3. If the District and/or bargaining unit members are sued as a result of the use of video surveillance, bargaining unit members will be indemnified by the District.
- 4. If the District believes it is necessary to place video surveillance cameras in a classroom for student safety and discipline, a meeting will be held with the affected bargaining unit members and the Norwood-Norfolk Teachers' Association President prior to implementation.
- 5. Every effort will be made by the District to limit the field of vision in the classroom to the student population only.

**ARTICLE V - DISMISSAL AND/OR DISCIPLINE**

Dismissal and/or discipline will be governed by due process as follows:

- a. Advise bargaining unit member of performance standard to be met in all areas of responsibility--instructional, extra-class, supervisory.

- b. Utilize evaluation techniques outlined in this contract. Warn the employee in writing of failure to meet standards. Make specific suggestions for improvement in deficient areas. Advise bargaining unit member of the possibility of non-renewal or denial of tenure.
- c. Substantiate that despite warning, employee has consistently failed to correct deficiency through presentation of relevant and sufficient evidence.

In a case of grievance over employee dismissal, either the Association or the District may request arbitration by a third party, whose decision shall be binding.

In such a grievance, the arbitrator shall be limited to questions of procedure and shall be constrained from ruling on questions of administrative judgment.

- d. Alternative discipline--in situations where the District believes it has cause under the tenure statutes, (i.e., for the same reasons) to discipline a tenured bargaining unit member, and the penalty sought is limited to a suspension without pay for a period not to exceed three (3) school days, the following procedure will apply:
  - 1. The District shall present the bargaining unit member with a written statement of the charge giving rise to the perceived need for disciplinary action. A copy will also be sent to the Association President.
  - 2. A meeting will be scheduled within five (5) days between the bargaining unit member, Association representative(s), and representative(s) of the District. At this time, the charges will be discussed, and the bargaining unit member will be informed of the specific penalty sought by the District.

As a result of this meeting, the bargaining unit member shall elect to:

- a. Accept the penalty sought, or a modification thereof, in which case the penalty will be imposed and a record thereof placed in the bargaining unit member's personnel file, at which point the matter will be considered resolved.

- b. Contest the charges and/or the proposed penalty and proceed as quickly as possible to arbitration under the terms of this Agreement. The parties agree to submit to the arbitrator only the issue in question, and shall charge the arbitrator with responsibility for reaching a determination solely on the basis of the charges presented. The arbitrator shall decide only whether or not the charges are substantiated and shall apply the same criteria that would be applied in a 3020-a proceeding. If the charges are substantiated, the arbitrator shall impose a penalty not to exceed the penalty sought by the District. The decision of the arbitrator shall be binding, with no appeal and the opinion and award shall become a part of the bargaining unit member's personnel file if the bargaining unit member is found guilty. Charges for the arbitration are to be borne by the District.

If the bargaining unit member is exonerated, all references to the matter shall be deleted from his/her file.

No action will be taken by the District until the arbitrator's decision is received. (There shall be no suspension material placed in the file, or any other form of discipline.)

- c. Reject a and b (above) in which case the District's only option if it wishes to pursue the matter will be to proceed with 3020-a charges.
3. If the employee elects a or b, then the employee is waiving his/her right to the 3020-a process.
  4. The employee shall have ten (10) school days from the date of the meeting referred to in 2 (above) to notify the District in writing, of his/her decision. Unless the employee in writing, requests an option as an alternative to the 3020-a process, it shall be presumed by the District that the employee has rejected any and all other options.



**ARTICLE VI - EXTRA PAY SCHEDULE FOR EXTRA DUTIES**

The Extra Duty Pay schedule rates for all positions are arrived at for each school year by multiplying the percentage factor shown for each Extra Duty times the salary at Step 1, Column B, of the Teachers' Salary Schedule for each year of the Agreement. Resulting salaries are rounded off to the nearest five dollars (\$5.00).

A. Athletics -		1-2 Yrs.	3-4 Yrs.	5-6 Yrs	7-8 Yrs.
<b>Soccer</b>					
	7-8 Girls	.033	.037	.042	.046
	7-8 Boys	.033	.037	.042	.046
	JV Girls	.059	.067	.075	.083
	JV Boys	.059	.067	.075	.083
	Varsity Girls	.078	.094	.110	.125
	Varsity Boys	.078	.094	.110	.125
<b>Cross Country</b>					
	Varsity	.078	.094	.110	.125
	Assistant	.055	.063	.071	.083
<b>Volleyball</b>					
	Varsity	.078	.094	.110	.125
<b>Basketball</b>					
	7 <sup>th</sup> Boys	.033	.037	.042	.046
	8 <sup>th</sup> Boys	.033	.037	.042	.046
	7 <sup>th</sup> Girls	.033	.037	.042	.046
	8 <sup>th</sup> Girls	.033	.037	.042	.046
	JV Girls	.080	.088	.096	.104
	JV Boys	.080	.088	.096	.104
	Varsity Girls	.114	.130	.145	.161
	Varsity Boys	.114	.130	.145	.161
<b>Hockey</b>					
	Varsity	.114	.130	.145	.161
	JV	.080	.088	.096	.104
<b>Baseball</b>					
	Varsity	.078	.094	.110	.125
	JV	.059	.067	.075	.083
<b>Softball</b>					
	Varsity	.078	.094	.110	.125
	JV	.059	.067	.075	.083
	Modified 7-8	.033	.037	.042	.046

**TRACK**

Varsity (2)	.078	.094	.110	.125
Assistant (2)	.059	.067	.075	.083
Indoor (1)	.051	.067	.082	.083
Indoor Asst. (1)	.032	.039	.047	.055

**GOLF**

Varsity	.078	.094	.110	.125
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**CHEERLEADING**

Varsity/JV - Basketball	.038	.049	--	--
Varsity/JV - Hockey	.038	.049	--	--

Coaching experience to move on schedule shall mean coaching in the District and in a related sport.

Post season Coaching of Team Sports - Varsity Level

For coaches whose teams qualify for participation beyond Sectional Championship, a flat rate stipend of \$200 shall be paid upon conclusion of the season.

For sports participation, such as track and cross country, in which individuals qualify for participation beyond Sectionals, a flat rate stipend of \$100 shall be paid for 1-5 qualifiers and \$200 for 6 or more.

B. Co-Curricular - 2004-2011  
(Percentages based on Step 1, Bachelor's Schedule)

<u>Schedule A</u>	<u>1-2 Years</u>	<u>Over 2 Years</u>
Foreign Language Club (2)	.015	.020
Art Club (1)	.015	.020
Varsity Club (1)	.015	.020
Elementary Safety Patrol (2)	.015	.020
Elementary Yearbook (2)	.015	.020

Schedule B

School Newspaper (1)	.026	.035
Junior High Honor Society (2)	.026	.035
Senior High Honor Society (2)	.026	.035
Senior Play Director (1)	.026	.035

Senior High Student Council (2)	.026	.035
Junior High Student Council (2)	.026	.035
**Drama Club (1)	.026	.035
*Science Club (2)	.026	.035
Key Club (1)	.026	.035
Computer Sysops (4)	.026	.035
District Newsletter (1)	.026	.035
Travel Club (1)	.026	.035
Webmaster (1)	.026	.035

Schedule C

Yearbook Advisor (2)	.052	.066
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Class advisors will be paid the following dollar amounts:

Freshman Class Advisor (2)	\$474.	\$650.
Sophomore Class Advisor (2)	\$474.	\$650.
Junior Class Advisor (2)	\$836.	\$1,115.
Senior Class Advisor (2)	\$836.	\$1,115.

(2) indicates amount per person

\* Plus \$500 per advisor for Science Fair

\*\* Plus \$2,000 per performance, whether drama or musical

Extra duty experience to move from Step 1-2 on the schedule to over 2 years must be accrued within the District.

Due to increased responsibilities of advisors of Junior and Senior classes, they shall receive an additional \$125.00 per year (non-cumulative).

Whiz Quiz and Mock Trial - .008 per match, maximum of 5 matches.

The Director of Jazz Ensemble and the Director of Bel-Aires Chorus shall receive .077 per school year. The directors shall meet for a minimum of 45 hours of rehearsal time with said groups and shall participate in two performances per school year. The director of the musical shall receive .095 per school year.

Band Director - .005 per parade, maximum of 3 parades per school year.

The school newspaper will do a minimum of four (4) issues per year, whether online or hard copy.

The District Newsletter stipend will be for four (4) issues per year. If the District requires more issues, the stipend for each will be \$200.

Homework Club advisor: \$6,000.

Homework Club tutors: \$4,000.

Homework Club tutoring is bargaining unit work. Homework Club tutors will not be appointed by the Board of Education unless a Homework Club advisor is appointed. Stipends will be paid in quarterly installments.

Any co-curricular activity which the Association feels should be a paid position will be presented to the Superintendent. The District will act within a reasonable period of time to determine if the activity will be adopted as a paid activity.

## ARTICLE VII - ADDITIONAL BENEFITS

1. The Board agrees to assume the total cost (100 percent) of the employee cost, and total cost (100 percent) of the dependent cost of the present health insurance program or its equivalent. Riders 5 and 6, as approved by the St. Lawrence-Lewis Healthcare Plan Board of Directors on May 24, 2007 (Appendix A), will become effective November 1, 2008.

Upon the death of a covered retired bargaining unit member, insurance for the bargaining unit member's spouse shall be continued for a period of 60 days at District expense. Following the 60 day period, and continuing to the age of 62, the surviving spouse may continue health coverage under the District plan at his or her own expense.

2. Each bargaining unit member will receive a statement stating the number of sick leave days accumulated, salary step, college credit hours and salary. The Association will pay the secretarial cost for this provision.
3. Upon request, and justification of need, the District will provide the following documents for negotiating purposes:
  - a. The Annual School Budget (SBM-1)
  - b. The Annual Financial Report (ST-3)
  - c. The State Aid Claim (SA-124)
  - d. Popular School Budget
  - e. Independent Audit - State Education Department
4. Direct deposit of checks (school year, summer and/or summer school) to any bank or credit union will be available at the unit member's option.
5. Bargaining unit members may make changes to deductions for tax-deferred annuities at the beginning of the school year, on November 15, on January 30 and/or on April 15.
6. The District agrees to provide payroll deductions for the purpose of participation in the NYSUT Benefit Trust Plan.
7. The District will provide payroll deductions for NYSUT VOTE/COPE contributions. Such deductions will be taken over twenty (20) pay periods beginning with the second pay period of the school year.

8. Dental/Optical. Effective July 1, 2000, the District shall contribute \$212 per bargaining unit member toward the cost of a dental/optical plan.
9. Nurses shall have one fifteen-minute break in the morning and one fifteen-minute break in the afternoon, arranging the starting and ending times in a manner consistent with their professional responsibilities. This shall be in addition to a thirty-minute lunch period.
10. Employer Non-Elective Contribution to 403(b).
  - a. 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.
  - b. Contribution limitations. In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-Elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-Elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which the employee terminated employment.

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

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

- c. 403(b) Accounts. Employer Non-Elective Contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life and Annuity Company, in the name of the employee.
- d. Tier 1 Adjustments. Tier 1 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.
- e. This agreement 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.
- f. This agreement shall further be subject to the approval of the 403(b) Provider, which shall review the agreement solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-Elective Contributions.
- g. 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.
- h. Employer Non-Elective Contribution Equal to Early Retirement Incentive. The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution in accordance with Article VII, Salary Schedule, Section 4 (Retirement Incentive - page 30) of the Collective Bargaining Agreement. The employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal

Revenue Code of 1986, as amended, for the year in which the employee severs employment.

- i. Employer Non-Elective Contribution Equal to Termination Pay. The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution. The amount of the Employer Non-Elective Contribution shall equal the accumulated leave days (Termination Pay) benefit which is specified in Article VII, Salary Schedule, Section 4 (Retirement Incentive), paragraph d of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

#### Agency Fee

Effective February 1, 1981, the Norwood-Norfolk Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Norwood-Norfolk Teachers' Association, the amount equivalent to the dues levied by the Norwood-Norfolk Teachers' Association and shall transmit the sum so deducted to the Norwood-Norfolk Teachers' Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Norwood-Norfolk Teachers' Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Norwood-Norfolk Teachers' Association maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.



## SALARY SCHEDULE

1. Military bonus of one step for at least two (2) years of active military service.
2. Guidance Counselor - .014 percent of Bachelor Step 1
3. Courses presented for salary credit beyond permanent certification or advanced degree after September 1, 1976, shall be subject to the following criteria:
  - a. Must be courses in bargaining unit member's area of certification and/or current assignment;
  - b. Must be courses in professional education; or,
  - c. Must be courses having prior approval of the Chief School Administrator.
4. Retirement Incentive

Unit members shall be eligible for a severance payment of \$12,000 subject to the following conditions:

- a. Unit members must have at least ten (10) years of credited full-time service in the Norwood-Norfolk Central School District.
- b. Unit members must be in their first two (2) years of retirement eligibility without penalty under the guidelines of the NYSTRS or NYSERS.
- c. Unit members must submit an irrevocable letter of resignation no later than February 1 of the school year preceding the school year in which the resignation is to be effective.
- d. Upon retirement, unit members will be granted \$25 per day for unused sick days to the maximum of \$4,500.
- e. All monies shall be deposited into the member's 403(b) account as per Article VII, Section 10 (a-i).

The Board of Education, upon the recommendation of the Superintendent, may, at its sole discretion, waive the age, length of service, or, time frame requirements outlined above. Such waiver, if granted, shall be on a case by case basis, and shall be non-precedential and non-prejudicial.

5. In-service Credit. Each 15 hours of approved in-service will be equal to one credit hour on the salary schedule.

6. Summer Work.

Commencing July 1, 2000, the following rates shall apply to bargaining unit members engaged in voluntary summer work for the District:

In service	\$80 per day
Grade Level Meeting	\$90 per day
Curriculum Development	\$100 per day
Kindergarten Testing	\$110 per day
Other projects by agreement between bargaining unit member(s) and Superintendent.	

7. Summer School.

- a. The summer school day shall consist of three (3) hours of instructional time and one (1) hour of preparation time.
- b. The hourly rate of pay for teachers shall be 1/180 of Step 10 Masters divided by 6.5 hours. The hourly rate of pay for nurses shall be 1/180 of the highest nurse salary divided by 6.5 hours..
- c. The dates for summer school shall be selected by mutual agreement between the parties.
- d. Individuals covered by this contract shall be considered regular employees and not sub-contractors.
- e. Arrangements for subs shall be the responsibility of the absent teacher. First priority shall be to have members of the NNTA, as this is unit work, serve as substitutes. Should no member of the NNTA be available, second priority shall be any certified teacher.

8. One-on-one teaching performed during the summer months.

- a. Rate of pay shall be an hourly rate based on 1/180 of Step 10 Masters divided by 6.5 hours.
- b. Teachers will receive paid preparation time depending on the number of hours teaching time assigned. The amount of paid preparation time will be mutually agreed upon between the Association and the District on a case by case basis.

SALARY SCHEDULE - 2004-2005

Step	B	B+9	B+18	B+30	M	M+15	M+30
1	32429	32749	33069	33388	33490	33810	34129
2	32909	33233	33557	33882	33985	34309	34634
3	33624	33949	34273	34598	34711	35035	35360
4	34170	34495	34819	35144	35247	35571	35896
5	34955	35270	35585	35900	36000	36315	36630
6	36145	36460	36775	37090	37190	37505	37820
7	36710	37025	37340	37655	37755	38070	38385
8	37900	38215	38530	38845	38945	39260	39575
9	38740	39055	39370	39685	39785	40100	40415
10				40355	40455	40770	41085
11				41060	41160	41475	41790
12				41525	41625	41940	42255
13				41980	42090	42715	42720
14							44005
15							45195
16							48000
17							49500
18							51300
19							55800
20							62800
21							63660

Salary for Registered Nurses: Base - \$27,554; after 5 years - \$30,231; after 10 years - \$35,486.

Salary for Teacher Assistants: New Hires - \$17,950; returning TA's - \$19,590; returning TA's with 4 years experience - \$21,436.

Driver Education Instructor - 1/180 of Step 10.

Unit members will receive the retroactive pay for 2004-05 in a check separate from their regular paychecks in November 2008.

**SALARY SCHEDULE - 2005-2006**

<b>Step</b>	<b>B</b>	<b>B+9</b>	<b>B+18</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>
1	32916	33240	33565	33889	33992	34317	34641
2	33240	33568	33895	34223	34327	34655	34983
3	33731	34064	34396	34729	34834	35167	35500
4	34465	34798	35130	35463	35579	35911	36244
5	35120	35445	35769	36094	36197	36521	36846
6	36145	36460	36775	37090	37190	37505	37820
7	37095	37410	37725	38040	38140	38455	38770
8	37900	38215	38530	38845	38945	39260	39575
9	38850	39165	39480	39795	39895	40210	40525
10				40635	40735	41050	41365
11				41305	41405	41720	42035
12				42010	42110	42425	42740
13				42475	42575	42890	43205
14							44005
15							45195
16							48000
17							49500
18							51300
19							55800
20							62800
21							64400

Salary for Registered Nurses: Base - \$28,381; after 5 years - \$31,138; after 10 years - \$36,551.

Salary for Teacher Assistants: New Hires - \$18,489; returning TA's - \$20,178; returning TA's with 4 years experience - \$22,079.

Driver Education Instructor - 1/180 of Step 10.

Unit members will receive the retroactive pay for 2005-06 in a check separate from their regular paychecks in December 2008.

SALARY SCHEDULE - 2006-2007

Step	B	B+9	B+18	B+30	M	M+15	M+30
1	33409	33739	34068	34398	34502	34832	35161
2	33903	34237	34572	34906	35012	35346	35681
3	34237	34575	34912	35250	35357	35695	36032
4	34743	35086	35428	35771	35880	36222	36565
5	35555	35888	36220	36553	36669	37001	37334
6	36210	36535	36859	37184	37287	37611	37936
7	37235	37550	37865	38180	38280	38595	38910
8	38185	38500	38815	39130	39230	39545	39860
9	38990	39305	39620	39935	40035	40350	40665
10				40885	40985	41300	41615
11				41725	41825	42140	42455
12				42395	42495	42810	43125
13				43100	43200	43515	43830
14							44295
15							45195
16							48000
17							49500
18							51300
19							55800
20							62800
21							65200

Salary for Registered Nurses: Base - \$29,232; after 5 years - \$32,072; after 10 years - \$37,648.

Salary for Teacher Assistants: New Hires - \$19,044; returning TA's - \$20,783; returning TA's with 4 years experience - \$22,742.

Driver Education Instructor - 1/180 of Step 10.

Unit members will receive the retroactive pay for 2006-07 in a check separate from their regular paychecks in January 2009.

**SALARY SCHEDULE - 2007-2008**

<b>Step</b>	<b>B</b>	<b>B+9</b>	<b>B+18</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>
1	33911	34245	34579	34914	35020	35354	35688
2	34278	34616	34954	35292	35399	35737	36075
3	34785	35128	35471	35813	35922	36265	36608
4	35127	35474	35820	36166	36276	36623	36969
5	35646	35998	36349	36701	36812	37164	37515
6	36479	36821	37162	37503	37622	37963	38305
7	37235	37550	37865	38180	38280	38595	38922
8	38203	38526	38849	39173	39275	39598	39922
9	39178	39501	39824	40147	40250	40573	40896
10				40973	41076	41399	41722
11				41948	42051	42374	42697
12				42810	42912	43236	43559
13				43497	43600	43923	44246
14							44970
15							45447
16							48000
17							49500
18							51300
19							55800
20							62800
21							65954

Salary for Registered Nurses: Base - \$30,109; after 5 years - \$33,034; after 10 years - \$38,777.

Salary for Teacher Assistants: New Hires - \$19,615; returning TA's - \$21,406; returning TA's with 4 years experience - \$23,424.

Driver Education Instructor - 1/180 of Step 10.

Unit members will receive the retroactive pay for 2007-08 in a check separate from their regular paychecks in February 2009.

## SALARY SCHEDULE - 2008-2009

Step	B	B+9	B+18	B+30	M	M+15	M+30
1	34589	34930	35271	35612	35720	36061	36402
2	35437	35786	36135	36485	36596	36945	37294
3	35821	36174	36527	36880	36992	37345	37699
4	36350	36708	37067	37425	37539	37897	38256
5	37408	37770	38132	38494	38609	38971	39333
6	37951	38318	38685	39052	39169	39536	39903
7	38821	39178	39534	39891	40015	40372	40728
8	39611	39940	40269	40598	40703	41032	41373
9	40622	40960	41298	41635	41743	42080	42418
10				42604	42711	43049	43387
11				43467	43574	43912	44250
12				44486	44593	44931	45268
13				45386	45494	45831	46169
14							46887
15							47668
16							48142
17							50160
18							51728
19							55800
20							62800
21							66953

Salary for Registered Nurses: Base - \$31,464; after 5 years - \$34,521; after 10 years - \$40,522.

Salary for Teacher Assistants: New Hires - \$20,498; returning TA's - \$22,369; returning TA's with 4 years experience - \$24,478.

Driver Education Instructor - 1/180 of Step 10.

Unit members will receive the retroactive pay for 2008-09 in a check separate from their regular paychecks in March 2009.

## SALARY SCHEDULE - 2009-2010

<u>Step</u>	<u>B</u>	<u>B+9</u>	<u>B+18</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	35281	35628	35976	36324	36434	36782	37130
2	36318	36676	37034	37392	37506	37864	38222
3	37208	37575	37942	38309	38425	38792	39159
4	37612	37982	38353	38724	38842	39213	39583
5	38667	39044	39420	39796	39916	40292	40668
6	39778	40158	40538	40919	41039	41419	41799
7	40348	40734	41119	41505	41627	42013	42399
8	41262	41636	42011	42385	42516	42890	43265
9	42091	42437	42782	43128	43238	43583	43942
10				44217	44330	44684	45039
11				45234	45347	45701	46056
12				46140	46253	46608	46962
13				47210	47323	47677	48032
14							48977
15							49732
16							50552
17							51049
18							52668
19							55800
20							62800
21							68176

Salary for Registered Nurses: Base - \$32,880; after 5 years - \$36,074; after 10 years - \$42,345.

Salary for Teacher Assistants: New Hires - \$21,420; returning TA's - \$23,376; returning TA's with 4 years experience - \$25,580.

Driver Education Instructor - 1/180 of Step 10.



**SALARY SCHEDULE - 2010-2011**

<b>Step</b>	<b>B</b>	<b>B+9</b>	<b>B+18</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>
1	35986	36341	36696	37051	37163	37518	37873
2	36974	37339	37703	38068	38183	38548	38912
3	38061	38437	38812	39187	39306	39682	40057
4	38994	39379	39763	40148	40270	40654	41039
5	39467	39856	40244	40633	40756	41145	41533
6	40573	40968	41362	41757	41882	42276	42670
7	41738	42136	42534	42933	43059	43457	43856
8	42335	42739	43143	43547	43675	44080	44484
9	43293	43685	44077	44470	44607	44999	45391
10				45248	45363	45725	46101
11				46390	46508	46879	47251
12				47455	47573	47945	48317
13				48405	48523	48895	49266
14							50387
15							51378
16							52169
17							53028
18							53586
19							55800
20							62800
21							70226

Salary for Registered Nurses: Base - \$34,360; after 5 years - \$37,697; after 10 years - \$44,251.

Salary for Teacher Assistants: New Hires - \$22,384; returning TA's - \$24,428; returning TA's with 4 years experience - \$26,731.

Driver Education Instructor - 1/180 of Step 10.

JOINT STUDY COUNCIL

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

The issue shall be presented to the Joint Study Council (JSC) for review. The Joint Study Council shall consist of three (3) representatives of the District, and three (3) representatives of the Association.

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

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

DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2004, and shall continue in effect through June 30, 2011.

Lyren A. Treers 12/15/08  
President, NNC Teachers' Association Date

Elizabeth Korman 12-15-08  
Superintendent of Schools Date

## DISTANCE LEARNING

The following terms and conditions represent a negotiated agreement between the Norwood-Norfolk Central School District and the Norwood-Norfolk Teachers' Association, concerning the District's participation in a Distance Learning Program. The Norwood-Norfolk Central School District and the Norwood-Norfolk Teachers' Association have agreed to work together to make Distance Learning an integral part of our District's educational opportunities.

It is, therefore, agreed that the Norwood-Norfolk Teachers' Association and the Norwood-Norfolk Central School District will participate in a Distance Learning Program under the following conditions:

A. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the District to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the District.

B. No current teacher in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the District sending/receiving courses in that tenure area through a Distance Learning Program.

C. The parties agree that training for participants will be provided. The cost(s) of appropriate training shall be established and borne by the District. The District agrees to pay the county or District per diem rate, whichever is greater, for this Distance Learning training, or the teacher may apply the training time toward cumulative in-service credit hours.

D. The Superintendent and the Association President agree to co-chair a Distance Learning Governance Committee to oversee the Norwood-Norfolk Central School District's participation in the Distance Learning Program. This Committee shall review and recommend host and receiving courses and address District problems with the program as they arise. This Committee shall consist of the Superintendent of Schools, the Association President, the Board of Education President or their designee, the Junior-Senior High School Principal, one active distance learning teacher and two classroom teachers selected annually by the Norwood-Norfolk Teachers' Association. In addition, this Governance Committee will annually appoint to its membership a student and a

parent. Any District liaison(s) selected to the County's Governance Committee shall also serve on the District's Governance Committee.

E. The parties recognize the uniqueness of the Distance Learning environment and agree to assign district personnel to the Distance Learning room during each period of operation to provide supervision to the students and to be available to operate cameras and/or other equipment. Therefore, any District personnel, including a teacher or an aide, volunteering or assigned to the Distance Learning classroom will be adequately trained at District expense for this assignment.

### TRANSMITTING (FROM HOST SCHOOL)

F. Any program delivered from this School District, for the purpose of educating children, shall be taught by a bargaining unit or St. Lawrence-Lewis BOCES employee. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of live transmissions will be solely for the purpose of student review and/or makeup.

G. The time of the transmission will be determined by the District, within the normal confines (starting and ending time) of the daily schedule of classes.

H. The classroom teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training will be provided.

I. The number of students in a class, including those at receiving sites, shall not exceed that which is traditional in the host district for teachers in the particular discipline being offered.

J. All grading of school work and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the host school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the host district.

K. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the

same manner that he/she is available to host school students and parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as host school parents, and the host teachers will not be expected to, or required to, attend the receiving school's Open House.) The teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.

L. In the event of the transmitting teacher's absence, the host district shall be expected to provide a trained substitute when it elects to transmit.

M. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.

N. Any audio-visual tapes of the classes are the property of the host district and the district may make such tapes available for the teacher's personal, professional, non-commercial use.

O. The calendar of the host district shall be used for each course being taught.

P. Textbooks for Distance Learning courses are determined by the host district in conformity with their normal practice.

Q. The parties recognize that adequate preparation is a necessary part of a successful Distance Learning Program's success and agree to dedicate \$1,000 of additional monies directly to the district's 1999-2000 Curriculum Council budget and to allow the Curriculum Council to distribute the monies for any additional teacher preparation in a manner established by the district's Curriculum Council.

R. The parties recognize the preparational time commitment required for Distance Learning and agree that any teacher who volunteers or is assigned to teach a Distance Learning class shall not have an administrative assignment during the length of the course.

## RECEIVING

S. As related to Distance Learning, in the receiving district, there shall be no subcontracting for any course currently being taught (or previously taught if there is a

former employee on the recall list) without mutual consent of the parties.

T. The receiving district shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning to any received classes.

U. A district employee may be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and be available to liaison with the sending teacher.

V. However, if the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility. If the unit member assigned is a teaching assistant/aide and is required to attend meetings in the sending school, the district shall be responsible for mileage and meals when appropriate. If the person assigned is requested to attend meetings outside of normal work time, the meetings must be at mutually agreeable times. The district shall compensate such employee.

W. If the district assigns a teacher to a receiving class, such assignment shall count in the teacher's normal load in accordance with the provisions of the collective bargaining agreement.

X. The district agrees not to receive any Distance Learning course taught off-site by a Norwood-Norfolk Teachers' Association member without the prior approval of both President of the Norwood-Norfolk Teachers' Association and the President of the Board of Education.

NORWOOD-NORFOLK CENTRAL SCHOOL  
NORWOOD, NEW YORK  
TEACHERS' ASSOCIATION UNIT

Employee's Name \_\_\_\_\_

Any employee who has been absent must submit the following information by the end of the first day on which he/she returns to work. Personal Leave requests shall be submitted two days in advance whenever possible to the Superintendent or in his/her absence to the Building Principal.

Date(s) of absence (day of week and date):  
\_\_\_\_\_

The above leave is being requested consistent with the terms and conditions of the bargaining agreement currently in force, and for the leave category indicated below:

ARTICLE III

- Section 1. Personal Illness..... \_\_\_\_\_
- Section 2. Illness in immediate family (includes spouse, child, father, mother, sibling, stepchild, stepfather, stepmother)..... \_\_\_\_\_
- Section 3. Death in family
  - Immediate family – five days (includes those listed in section 2)..... \_\_\_\_\_
  - Relative – three days (includes grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle)..... \_\_\_\_\_
- Section 5. Business Emergency or Personal (CIRCLE ONE)..... \_\_\_\_\_
- Section 7. Professional Leave
  - Union Leave..... \_\_\_\_\_
  - Professional Visitation..... \_\_\_\_\_
- Section 8. Authorized absence/special condition..... \_\_\_\_\_
  - Expenses paid by: \_\_\_\_\_ General Fund \_\_\_\_\_ BOCES
  - \_\_\_\_\_ Other \_\_\_\_\_
- Jury Duty..... \_\_\_\_\_

**Submit requests for this leave to the Norwood-Norfolk Teachers' Association Sick Leave Committee.**

- Section 4. Personal Illness (Pool)..... \_\_\_\_\_

Approved: Sick Leave Committee \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Building Principal/Superintendent Signature \_\_\_\_\_

**SUBMIT ONE (1) COPY ONLY TO CENTRAL OFFICE**

(7/01/04)

## APPENDIX A Health Insurance

St. Lawrence-Lewis Counties School District Employees Medical Plan Addendum to the Plan Document and Summary Plan Description

### Rider 5

The Prescription Drug Benefits noted on pages 23 and 39 will be changed to reflect the following:

Retail Pharmacy (30 day supply only):

The covered person pays: \$10 per generic prescription

The covered person pays: \$20 per preferred brand name prescription

The covered person pays: \$30 per non-preferred brand name prescription

Mail-Order Pharmacy (90 day supply) (Maintenance Drugs Only):

The covered person pays: \$10 per generic prescription

The covered person pays: \$20 per preferred brand name prescription

The covered person pays: \$30 per non-preferred brand name prescription

These co-payments are capped for the base twelve month period at the following annual limits: \$300 for an individual enrollment; \$600 for a two-person enrollment; and, \$900 for a family enrollment.

The designation of whether a prescription drug is preferred or non-preferred will be made by the Plan's Prescription Benefit Manager (currently ProAct). This listing will be distributed at least once each Plan Year. Changes to the designation will only be made four times each Plan Year by the Prescription Benefit Manager, and will not be subject to the direction of the Plan Administration, Board of Directors, or Consultant. Should the Plan's Prescription Benefit Manager be changed in the future, any new formulary will reflect tier designations that are equivalent or more favorable as an entire list to the employees, and all conditions of this clause will be binding.

The prescription drug co-payments and caps will be indexed and subject to change in the following manner: prescription drug co-payments and annual co-payment limits will increase in whole dollar amounts (e.g., \$11/\$22/\$33 and \$330/\$660/\$990, followed by \$12/\$24/\$36 and \$360/\$720/\$1,080) every time the annual cumulative per capita prescription drug costs of the Rider 5 covered persons increase by 10% over the base period per capita costs (the first twelve months of Rider 5 participation).



Prescription costs for Rider 5 participants will be totaled at the end of each month for the immediately preceding twelve month period and divided by the number of Rider 5 persons; said per capita amount must be at least 10% higher than the base period amount for the initial increase in co-pays and caps to occur, then 20% higher than the base period amount for the second increase to occur, etc.

## Rider 6

The Co-Payments for the Medical Benefits noted on Pages 18 through 25 will be changed to reflect the following:

All \$10 co-payments referred to in the Benefit Summary Section will be changed to \$15 with the exception of the Hospital Outpatient and Ambulatory Surgery Center Co-Payments which will be changed to \$20.

All \$75 facility co-payments referred to in the Benefit Summary Section will be changed to \$100.

The \$50 Emergency Room co-payment referred to the Benefit Summary will be changed to \$75.