# Clinton Central School District and Clinton Teachers Association (2006)

**Employer Name:** Clinton Central School District  

**Union:** Clinton Teachers Association  

**Local:**  

**Effective Date:** 07/01/06  

**Expiration Date:** 06/30/09  

**PERB ID Number:** 4798  

**Unit Size:** 142  

**Number of Pages:** 66
CONTRACT BETWEEN THE
CLINTON CENTRAL SCHOOL DISTRICT
AND THE
CLINTON TEACHERS ASSOCIATION

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PREAMBLE

The Board of Education, the Superintendent, and the Clinton Teachers’ Association together assert that their common goal is the pursuit of a sound educational program.

The Board recognizes the obligation to enter into negotiations with the Association with respect to hours, wages, and terms and conditions of employment, pursuant to Article 14 of the Civil Service Law.

The Association recognizes the Board has certain responsibilities with respect to the superintendence, management and control of the education affairs of the District, pursuant to Section 1709 (Article 33) of the Education Law.
ARTICLE 1

RECOGNITION

1. The Board recognizes the Association as the exclusive negotiating and bargaining representative for all members of the professional staff, teaching assistants, and registered nurses, except the Superintendent, Business Administrator, Principals, Chairperson of the Committee on Special Education, and Athletic Director. The Association is accorded unchallenged representation as spelled out in the Taylor Law.

2. This recognition shall extend through the period of this Agreement and written renewal thereof, unless another employee organization is recognized as the exclusive negotiating and bargaining representative in accordance with the Public Employees Fair Employment Act.

3. Unless otherwise indicated, employees in the above unit will hereinafter be referred to as “teachers”.
ARTICLE 2

EDUCATIONAL PROGRAM AND LEARNING CLIMATE

The parties mutually agree to endeavor to provide an educational program and a learning climate which are characterized by the following:

1. Respect for learning in all fields of study and dedicated efforts to make personal advances in one's own field of learning and in the pedagogy of one's subject and teaching level.

2. Recognition that change is constant and that schools are obligated to continuously adapt their programs to meet the challenge of change.

3. Recognition that the public schools are accessible to all students of legal school age; that the mission of the school is to provide constructive learning programs for all students; that all individuals have an innate human dignity.

4. Recognition that behavior is learned; that adults in the school environment are models for young people; that students need to have the opportunity for interpersonal relationships with adults.

5. Acceptance of the mutuality of concern for achieving the best possible arrangements and organization of the instructional program and a commitment to seek out new and better ways to achieve more effective learning.

ARTICLE 3

PROFESSIONAL ASSOCIATIONS

The parties recognize the value of professional associations, and the professional staff is encouraged to give serious consideration to participation in such organizations.
ARTICLE 4

ELEMENTARY TEACHERS ASSIGNMENT AND LOAD

1. The following current maximum guidelines of the New York State Education Department are agreed upon as a standard:

   - Kindergarten 18 - 22
   - Grades 1 - 3 20 - 24
   - Grades 4 - 6 24 - 27

   If a class enrollment above the maximum indicated develops prior to the opening of school, every effort shall be made to alleviate the situation prior to the opening of school, but within forty-five (45) calendar days.

   If the problem of overage develops after the opening of school, but prior to December 1, the situation will be resolved as soon as possible, but within forty-five (45) calendar days.

   When there is no alternative to assigning a teacher more than the maximum, the Association shall be notified in advance and its approval obtained. The teacher shall be notified in advance and the reason given. The midpoints of the above range shall be used for planning purposes.

   However, no action shall be taken by the Association until the combined overage of all classes within one (1) grade area is sufficient to form a class of the lower limit stated.

2. No more than five (5) hours of classroom instruction shall be assigned.

3. Elementary classroom teachers shall not be required to remain in the classroom while a music, art, or physical education teacher is instructing, except for the first few minutes and the last few minutes.

4. Assistance will be provided to the teacher in performing those tasks which must be performed in connection with the administration and correction of standardized tests.

5. The parties agree that teachers shall be required to maintain lesson plans for substitutes, but that routine or periodic submission of plans is not required.

6. In order to accommodate innovations, the above paragraphs are subject to change only after bilateral agreement between the Association and the Superintendent.

7. The District shall notify elementary teachers of their assignments for the next school year not later than April 1st of the preceding school year.

8. The District shall coordinate with part-time teachers to arrange duty schedules that are mutually agreeable.
9. Teachers and/or teaching assistants who agree to do Academic Intervention Services (AIS) instruction outside the regular school day shall receive release time or pro-rated per-diem rate, to be determined in collaboration with the building administrator, and with an emphasis on flexible scheduling. In so far as possible, the student to teacher and/or teaching assistant (TA) ratio will be held to 10:1 if all students are at the same grade level; if multiple grade levels are involved, then an additional teacher and/or TA will be assigned for each grade level.

10. Beginning in the 2007-08 school year, for the final five days of the year, K-5 students shall attend half-day sessions on the first four of the final five days and a one-hour session on the fifth and final day of the year. Typically, the half days will occur on Monday through Thursday of the final week and the one-hour session will occur on Friday.
ARTICLE 5

SECONDARY TEACHERS ASSIGNMENT AND LOAD

1. The parties recognize that limitation of class size is also desirable and necessary in the secondary school. The Superintendent agrees that every possible effort shall be made to keep core academic classes (except as noted at Article 5, Paragraph 2) limited to twenty-five (25). Every possible effort shall also be made to limit the student load per teacher to 120 students per semester. Advanced Placement (AP) and Honors classes, in so far as possible, shall be limited to 20 students per class.

2. Every possible effort will be made to keep class size to twenty (20), or to the number of student stations, whichever is larger, in the following subjects: Art, Family & Consumer Science, Technology, Science Laboratories, and classes historically referred to as non-regents.

3. It is recognized that due to varying enrollments, student course elections, and the complications of scheduling, class enrollment may from time to time exceed these limits. Where there is no alternative to placing more than five (5) additional students in any one (1) class or section, the teacher and the Clinton Teachers' Association shall be notified in advance. Every effort shall be made to alleviate the situation by the beginning of the following semester in the case of year courses or within thirty (30) days for semester courses. If the situation cannot be corrected, Clinton Teachers' Association approval shall be sought in its continuance.

4. In Physical Education classes every possible effort shall be made to achieve balanced class sizes not to exceed thirty (30). However, when there is no alternative, additional students may be assigned to classes up to a limit of one hundred eighty (180) students per day. If this limit is exceeded, the teacher and the Clinton Teachers' Association shall be notified in advance, if possible. Every effort shall be made to alleviate the situation by the beginning of school, but within forty-five (45) calendar days.

5. Secondary teachers shall not be required to supervise study halls in the cafeteria or big study halls except for one group ratios of one (1) teacher to thirty (30) students.

6. Secondary teachers shall not be assigned a teaching load greater than six (6) periods per day to include study hall assignments. Teachers assigned to Advanced Placement (AP) or Honors classes that exceed the 20 student limit referenced in paragraph 1 shall be limited to five assignments per day which may include a study hall.

7. Teachers in academic areas shall not be assigned more than three (3) course preparations. When there is no alternative, the Association shall be notified and its approval obtained. The teacher shall also be notified in advance with the extenuating circumstances stated.

8. Principals will make every possible effort to avoid scheduling any teacher to more than three (3) classes in a row without a lunch period or one (1) preparation period.
9. Assistance will be provided to the teacher in performing those tasks which must be performed in connection with the administration and correction of major assessments (e.g., mid-terms, finals, required NYS tests, AP exams).

10. Beginning in the 2007-08 school year, for the final five days of the year, students in grades 6-8 shall attend half-day sessions on the first four of the final five days and a one-hour session on the fifth and final day of the year. Typically, the half days will occur on Monday through Thursday of the final week and the one-hour session will occur on Friday.

11. The District shall coordinate with part-time teachers to arrange duty schedules that are mutually agreeable within the appropriate number of contiguous class periods.

12. Teachers and/or teaching assistants who agree to do Academic Intervention Services (AIS) instruction outside the regular school day shall receive release time or pro-rated per-diem rate, to be determined in collaboration with the building administrator, and with an emphasis on flexible scheduling. In so far as possible, the student to teacher and/or teaching assistant (TA) ratio in any AIS class will be held to 10:1 if all students are in the same course; if multiple courses are involved, then an additional teacher and/or TA will be assigned for each separate course.

13. The parties agree that teachers shall be required to maintain lesson plans for substitutes, but that routine or periodic submission of plans is not required.

14. In order to accommodate innovations, the above paragraphs are subject to change only after bilateral agreement between the Association and the Superintendent.
ARTICLE 6

GENERAL COMMITMENTS

1. **Supervision of Students**

   The parties recognize the value of certain student activities, such as clubs, social activities, and student affairs, as important parts of the total school program. The Superintendent agrees to facilitate and support these activities, and the Association agrees that its members will advise and supervise these activities through volunteer efforts and by equitable assignment by the Principal, unless otherwise stipulated in the Agreement.

2. **General Supervision**

   Teachers shall be relieved, whenever possible, of being posted as general supervisors on playgrounds, athletic fields, lunchroom and school corridors, as agreed to by the Building Principal and faculty involved.

3. **Advanced Courses**

   The parties recognize the value of professional upgrading and encourage members of the Association to take graduate and inservice courses and to pursue a continuous program of professional betterment.

4. **Visitations and Conferences**

   Teachers shall be permitted to attend conferences as provided under "Conference Agreement" and to visit other schools or programs, not to exceed one day (1) per year, on released time without loss of pay or leave time. These occasions shall be prearranged and scheduled with the department head and/or Principal.

5. **Inservice Programs**

   An annual inservice program for the professional staff consisting of two (2) days released time from instruction shall be included in the school calendar and shall be jointly planned by the Superintendent and the faculty as represented by the TEPS Committee of the Association, and the Professional Development Center. It is also recognized that inservice work will be carried on in faculty, grade level, and departmental meetings on other occasions.

6. **Textbook Selection**

   Sufficient instructional materials as jointly determined by the Principal; Department, Curriculum, or Team Leaders, if any; and the teachers; shall be provided for each student in the classroom.

   A committee of staff members who will ultimately use the texts under consideration and the Department, Curriculum, or Team Leaders, if any, and the Principal shall select textbooks.
A. All members of the Committee shall participate with equal authority.

B. The Department, Curriculum, or Team Leaders, a majority of the staff who will ultimately use the text, or the Principal may, at their discretion, convene such a Committee.

C. Recommendations of this Committee shall be filed with the Superintendent for recommendation by him/her to the Board of Education which shall act on same before the commencement of the semester to which the recommendation applies. In the event the Committee is split, a spokesperson of the majority and the minority shall have the right to address the Board at the meeting at which the recommendation is to be considered.

7. Program of Scheduling

The program of school scheduling, including examinations, shall be arrived at and established bilaterally.

8. Lunch Facilities

The Board will provide clean facilities for those teachers eating lunch in the senior high cafeteria.

9. School Sponsored Activities

All school-sponsored activities will be open to the instructional staff at no cost.

10. Planning

The parties recognize that planning is an expected, important and necessary element of successful teaching. As such, it is hereby agreed that a teacher's methods of planning and/or plans themselves may be periodically reviewed by the administration.

In instances where a teacher’s planning and/or plans are determined to be in need of improvement, the District shall provide necessary and sufficient assistance to bring about a desired level of skill and performance in that teacher’s planning.

The availability of planning assistance shall not be limited to probationary teachers.
ARTICLE 7

ACADEMIC FREEDOM

The maintenance of a climate of academic freedom is fundamental to the preservation of the learning process in a democratic system and to living in a world of ever increasing complexity. The Board and the Association concur that decisions concerning potential or actual infringements on academic freedom can best be made by open communication and joint action by the Board, its administrative officers, and the Association.

The parties further believe that decisions concerning school learning experiences which will develop an individual student's talents can generally best be made by a teacher who knows the learner and has professional experience and training. The quality of teaching depends, among other things, on freedom to make such decisions.

1. In the performance of their teaching functions, teachers have the freedom and responsibility to provide students with the opportunity of investigating all facets, sides, and/or opinions of and about any and all topics and materials introduced or presented and shall especially provide such opportunity with a regard to those which are or may be of a controversial nature. Such material presented to students must be appropriate to the maturity level and intellectual ability of the students and in accordance with the curriculum as approved by the Board of Education. Within the context of the approved course of study, the teacher shall further have the freedom and responsibility to permit the expression of the views and opinions of others and to encourage students to examine, analyze, evaluate and synthesize all available information about such topics and materials and to encourage each to form his/her own views and opinions of others and to respect the rights of individuals to form and hold differing views and opinions.

2. The parties agree that the handling of controversial issues in the classroom is primarily, and in the first instance, within the discretion of the teacher.

3. The professional staff shall have a voice in determining curriculum, its objectives, and content, in accordance with the constitution and the laws of the state.

4. The parties affirm that in accordance with the laws of the state, a teacher's religious, political, social, and economic beliefs shall not be cause for dismissal provided they do not interfere with his or her responsibilities as a teacher and his or her professional integrity.

5. No material shall be withheld from a teacher for classroom use by censorship unless the committee designated in Number 6 below enjoins the teacher to withhold the material.
ARTICLE 7 continued

6. In the event of criticism of any books, teaching material, and topics of discussion being used in the school system which will, in the opinion of the administrator, require action to censure or discipline the teacher, rules are hereby established which provide that complaints be specific, in writing, and signed. A copy of such complaint(s) shall be forwarded to the Association.

A. Within seven (7) school days of receipt of such complaints, the Association shall impanel its committee on professional rights and responsibilities. This committee of six (6) shall constitute a committee on academic freedom.

B. The committee will hear, evaluate, and advise the Superintendent on the action to be taken relative to the complaint by submitting to the Superintendent a written position within ten (10) days of the hearing.

C. If the Superintendent moves contrary to the advice of the committee, the matter may be resolved through a three (3) member binding arbitration panel which will include one (1) member designated by the Superintendent, one (1) member designated by the Association, and one (1) member mutually agreed upon by both the Superintendent and the Association.

7. The public school teacher is a citizen, a member of a profession, and a representative of an educational institution. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline. However, his/her special position in the community imposes special obligations. As a person of learning and a professional educator, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesman.

8. Teachers shall be free from imposition by outside agencies to comply with requests which constitute intrusion into the instructional program. Reasonable exceptions may be made by the Administration and affected faculty acting in concert.

9. The Board has the right to take action under the laws of New York State when, in its judgement, the teacher has violated such laws or the provisions of this Agreement relating to academic freedom.
ARTICLE 8

EVALUATION OF PROBATIONARY TEACHERS

1. Evaluation is the process by which the staff member is assessed on evidence of satisfactory performance and growth potential in three (3) areas, and no teacher will be recommended for tenure who does not perform satisfactorily in each of these areas:

   A. Instructional competency
   B. Teacher-student interaction
   C. Professional standing

2. First through third-year teachers will periodically be observed in the classroom settings by the Principal(s) and/or the CSE Chairperson. Normally the teacher will be apprised in advance of the impending visit, although the observers retain the prerogative of making the observations unannounced.

3. A single observation by a single observer in any one (1) year shall not be used as the sole basis for termination of service.

4. Following any formal observation, a conference shall be held with the teacher, and the teacher shall be apprised of the observer's assessment of the observation. The teacher will be provided with a copy of any written report of the observation and conference when such a report is to be made a part of the teacher's files. A teacher may request that prior to the conference he/she be provided with a written observation report, and such request shall be honored by the observer.

5. Any material to be included in the personnel file may be reviewed by the teacher. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

6. Principals and/or the CSE Chairperson shall forward to the Superintendent by March 1st for third-year teachers, and April 1st for first through second-year teachers, a written recommendation as to their reappointment. A copy of these recommendations shall be sent to the teacher. The recommendations shall include a statement of reasons why the teacher is or is not recommended for reappointment.
ARTICLE 8 continued

7. In the event a teacher is found to be rendering unsatisfactory service and will not be recommended by the Superintendent for reappointment, he/she shall be so notified no later than April 1st. If a teacher's probationary period ends in January, he/she shall be notified by November 1st. No teacher's name shall be placed before the Board as not recommended for reappointment who has not had the opportunity to resign.

8. When a teacher is notified that he/she will not be recommended for reappointment, he/she may request a hearing before the Superintendent.

ARTICLE 9

TENURE PROVISIONS

1. A teacher may leave the employ of the District upon written notice of his/her resignation at least thirty (30) days prior to the effective date of such resignation.

2. Teachers placed on tenure shall hold their respective positions during good behavior and competent and efficient service and shall not be removed except for the following causes, and only after an impartial hearing in accordance with procedures established by the Commissioner of Education.

   A. Insubordination, immoral character, or conduct unbecoming a teacher.

   B. Inefficiency, incompetency, physical or mental disability, or neglect of duty.
ARTICLE 10

VACANCIES, PROMOTIONS AND TRANSFERS

1. The parties declare their support for filling vacancies, including supervisory positions, from qualified personnel within the District teaching staff when a local applicant, if any, is at least of comparable qualification as determined by the Superintendent.

2. Whenever a promotional vacancy arises or is anticipated, the Superintendent will promptly post notice of such vacancy in all school buildings; the notice of vacancy to state the basic qualifications for the position. Such notice of vacancy shall be also sent to the Association President.

3. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing to the Superintendent through his/her Building Principal and, at the teacher’s option, one (1) copy shall be filed with the Association. The application form shall provide space for the reasons for transfer, the school, grade, or position sought, and the applicant’s academic qualifications. Each applicant shall receive an interview. Such requests may be renewed once each year to assure active consideration by the Superintendent.

4. An involuntary transfer outside the tenure area will be made only in the case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and, if the teacher requests, the Association, of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure. Should an involuntary transfer be effected, the teacher shall retain such rights, including tenure — if in the same tenure area — as he/she may have had prior to such involuntary transfer. This clause will not be construed to adversely affect other legal rights of tenured employees.

Whenever possible, transfers within a tenure area will be done on a voluntary basis. However, when a position is cut from a grade level or subject area, and there is no volunteer to move to a different position within the tenure area, the person to be transferred will be the one with the least seniority in that tenure area at the affected grade level or subject area.

When a position within a tenure area becomes vacant, supervisory personnel may, with the teacher’s consent, recommend a particular teacher for that position, taking into account the teacher’s certification, seniority, interests, and abilities.

When no teacher agrees to accept the position, and/or supervisory personnel choose not to recommend a teacher for the open position, all teachers within the tenure area will convene a meeting, giving at least one week’s written notification (hard copy) to all teachers within the tenure area. This meeting will be facilitated by the district with a CTA officer present who would not be affected by the meeting’s outcome. The open position will be announced and teachers will be offered the position based on seniority; the most senior person will have the first opportunity to choose the position,
and if (s)he refuses it, the offer will go to the next most senior person. If there are more positions than teachers, then after each teacher is offered the position and no one has chosen to accept it, this becomes the position for which the district will advertise and hire. If the number of positions is equal to the number of teachers, the least senior teacher will be assigned the open position. At that point, the position formerly held by the least senior teacher will become available and the process will begin again, with no additional posting requirement. If no one accepts that position, the next least senior teacher will be assigned to it, and that person’s position will become available. The process will continue until all positions have been filled. A report summarizing the meeting will be provided to the Building Principal, the Superintendent, and the Association President. The Building Principal will review the report with the Superintendent and the Association President, after which the final recommendation to the Board of Education will be made by the Superintendent.

5. An applicant for either transfer or change of position shall be notified in writing as to the disposition of his/her application as soon as a final determination has been made.

6. Uncertified personnel will be retained for more than one (1) year only in accordance with the Commissioner’s Regulations and applicable law.
ARTICLE 11

PROFESSIONAL COMPENSATION

1. The salary schedules set forth herein apply to every professional employee covered by this contract and specifies his/her pay for his/her work year.

2. Salary payments shall be made in twenty-one (21) equally divided payments beginning the Friday of the first full week of school in September. If payments should fall during a vacation period, payments will be made on the last day school is in session prior to that vacation.

Salary payments may also be made in twenty-six (26) equal payments for the pay period of September 1st through August 31st of the subsequent calendar year. Procedures for such payments will be bilaterally established between the Association President and the Superintendent.

3. The Superintendent may recognize up to nine (9) years of satisfactory prior service in the tenure area in which the teacher is to be employed at full value. Teachers shall not be given credit for unearned prior service. Credit for prior teaching service shall be recognized only in accordance with the following:
   
   A. Regardless of the number of years of prior teaching service that a teacher might have, only that service recognized by the District at the time of employment may be claimed.

   B. Teaching service must have been rendered in public or parochial school recognized and accredited by the State.

   C. Only full-time teaching service for which a salary was paid may be claimed.

   D. Only teachers who, at the time of rendering teaching service were appropriately certified or recognized by the retirement system, may claim prior years.

   E. Effective July 1, 1976, and thereafter, all claimed prior teaching service recognized by the District must be verified. Each claimant will be required to furnish appropriate verification of claimed prior service in the event the folder does not contain such evidence.

4. Credit for military service, Peace Corps, Vista, and the National Teaching Corps shall be given to teachers at the rate of one (1) step on the salary schedule for each year of service to a maximum of three (3) years. Credit thus recognized must fall within the total of nine (9) years allowable. (This provision is not retroactive prior to July 1, 1974.)

5. Prior service in other tenure areas may be recognized at partial or full value within the terms of this agreement, upon the recommendation of the Superintendent and approval of the Board of Education. Having become a part of the initial salary agreement, it may not be renegotiated by the teacher nor reduced by the Board, except during the first six (6) months of employment.
ARTICLE 11 continued

6. Teachers who hold less than a Baccalaureate degree will receive twelve (12) percent less than the salary shown on the Baccalaureate schedule for their proper step placement. Teacher Assistant pay is stipulated in Paragraph 10 of this Article.

7. In-service hours shall be compensated at the rate of seventy dollars ($70). College graduate hours shall be compensated at the rate of one-hundred dollars ($100) for graduate hours earned after July 1, 2006 and at seventy dollars ($70) for graduate hours earned prior to July 1, 2006.

8. Longevity increments of one thousand dollars ($1,000) will be awarded each teacher in and after their tenth year of service; two thousand six hundred dollars ($2,600) in and after their fourteenth year of service; two thousand eight hundred dollars ($2,800) in and after their eighteenth year of service; three thousand dollars ($3,000) in and after their twenty-second (22nd) year of service; three thousand one hundred ($3,100) in and after their twenty-sixth (26th) year of service and one-thousand five hundred dollars ($1,500) in and after their thirtieth (30th) year of service. All prior years of teaching service recognized by the District upon employment will be used to determine the eligibility for longevity increases.

9. Effective 7/1/90, the maximum graduate hours beyond degrees for which compensation will be offered is: BA plus (60) hours (subject to approval). There is no cap beyond the MA level. (Note: Teachers presently being paid for hours in excess of these guidelines will not be penalized.)

10. Teacher Assistants holding less than a BA degree shall be paid 45% of the appropriate step of the BA schedule. Teacher Assistants holding a BA or MA degree shall be paid 55% of the appropriate schedule step and column. Teacher Assistants holding valid NYS Teacher Certification shall be paid 60% of the appropriate schedule step and column. Teacher Assistants shall be eligible for movement on the salary schedule for graduate and in-service courses and shall be paid at the same rate as teachers. Total graduate hours for Teaching Assistants shall be limited to sixty (60).

11. Substitute S15 MOU

12. Pay for part-time work?
ARTICLE 11 continued

Salary Schedule
2006-2007

<table>
<thead>
<tr>
<th>BA</th>
<th>MA</th>
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<tr>
<td>1</td>
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Graduate Hours
$70.00/hour earned prior to July 1, 2006
$100.00/hour earned on or after July 1, 2006

Longevities are granted in and after the 10th, 14th, 18th, 22nd, 26th, and 30th years of service.

In 10th Year = $1,000
In 14th Year = $3,600
In 18th Year = $6,400
In 22nd Year = $9,400
In 26th Year = $12,500
In 30th Year = $14,000
### Salary Schedule
#### 2007-2008

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**Graduate Hours**
- $70.00/hour earned prior to July 1, 2006
- $100.00/hour earned on or after July 1, 2006

Longevities are granted in and after the 10th, 14th, 18th, 22nd, 26th, and 30th years of service.

- In 10th Year = $1,000
- In 14th Year = $3,600
- In 18th Year = $6,400
- In 22nd Year = $9,400
- In 26th Year = $12,500
- In 30th Year = $14,000
## Salary Schedule

### 2008-2009

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<tr>
<td>14</td>
<td>$56,817</td>
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### Graduate Hours
- $70.00/hour earned prior to July 1, 2006
- $100.00/hour earned on or after July 1, 2006

Longevities are granted in and after the 10th, 14th, 18th, 22nd, 26th, and 30th years of service.

- In 10th Year = $1,000
- In 14th Year = $3,600
- In 18th Year = $6,400
- In 22nd Year = $9,400
- In 26th Year = $12,500
- In 30th Year = $14,000
ARTICLE 12
HORIZONTAL PROMOTION

Academic Credit

1. All courses must be of graduate standing, meet graduate standards, and be taken at accredited institutions.

2. Horizontal promotion to the next higher salary level will not apply until a teacher is provisionally certified.

3. Submission of evidence of courses taken and marks received (official transcripts, grade reports, or a letter from the university) is the responsibility of the teacher. Such evidence is the only basis on which horizontal promotion will be granted.

4. Requests for horizontal promotion must be submitted on the District form prior to October 1st for payroll apportionment in the current year. Requests for horizontal promotion for Fall courses must be submitted by March 1st. Salary adjustments for such mid-year credit will be made in the final payroll for the year.

5. Any graduate course which can be shown to be directly related to teaching effectiveness, including, but not limited to, courses taken for certification and/or as part of a degree program, will be credited for horizontal promotion. Denial of credit must be approved bilaterally.

Non-Academic Credit

Credit for certain other activities may be granted upon recommendation of the Superintendent of Schools provided that a detailed written proposal has been submitted for pre-approval. This proposal must include purpose, outline of activity, expected benefit to the District, sponsorship, leadership, and inclusive dates.

A. Inservice Training Projects

Such projects are defined as being sponsored by the District and relating directly to the District’s instructional program. When pre-approved, one (1) credit hour may be granted for each fifteen (15) hours of participation.

B. Cooperative Critic Teaching

Satisfactory critic teaching completed under the supervision of a recognized institution of higher learning may be approved for one (1) credit. No more than three (3) such credits will be approved in any block of fifteen (15).

C. Other pre-approved projects, such as authorship research, experimental work, or participation in a study group which can be shown to be directly related to teaching effectiveness, may be approved for up to three (3) credit hours per project. Occupational experience, travel, or teaching in other institutions during July and August may be similarly approved. Credit for the above may be granted only once. An equivalency basis of one (1) credit for forty-five (45) participation and preparation hours shall be used when applicable.
ARTICLE 13
PAYROLL DEDUCTION OF DUES

1. The Superintendent agrees to deduct from the salaries of its teachers dues for the Clinton Teachers' Association, as said teachers individually and voluntarily authorize the Superintendent to deduct, and to transmit monies promptly to the Association. Teacher authorization will be in writing on an appropriate dues deduction card.

2. The Association will certify to the Superintendent, in writing, the current rate of the membership dues by September 15. The Association will give the Superintendent thirty (30) days written notice prior to the effective date of any change in such rate or rates.

3. Deductions referred to in Section 1 will be made in twenty (20) equal payroll installments during the school year beginning with the second payroll date. The Superintendent will not be required to honor for payroll deduction any authorizations that are delivered later than September 30th, or February 15th for teachers employed subsequent to September 30.

4. No later than September 30th (or February 15th for teachers joining in the second semester) the Association will provide to the Superintendent the dues authorization card for each employee so authorizing. Such card is to be retained by the Superintendent and subject to the examination by Association officers, until a request for discontinuance has been similarly filed. A list of employees requesting dues deduction will be provided to the Association by the Business Office upon request.

5. Any teacher desiring to have the Superintendent discontinue deductions he/she has previously authorized must notify the Superintendent in writing by September 15th of the year for which he/she wishes dues discontinued.

6. Dues so deducted will be transmitted to the Clinton Teachers Association.
ARTICLE 14

COMPENSATION FOR COACH ASSIGNMENTS

1. An effort has been made to assess each coaching assignment in terms of length of season, intrusion of season into vacation periods, number of games played and Saturdays as compared to weekdays, and achieve a percentage figure, which, when multiplied against a base, would fairly compensate coaches for their work.

2. In the first year of coaching, the salary will be calculated by using the lowest step on the salary schedule for that year. In subsequent years of coaching, an individual will move to the next step for every two years of coaching.

3. When an individual reaches the top step for purposes of his/her coaching salary, the individual’s salary will increase by 4% over the previous year’s coaching salary for every two years of additional coaching.

4. Coaches who have previously coached in the Clinton Central School District, but do not have continuous years of coaching experience, may be hired at a step above the lowest step, but no higher than one (1) step below where they would have been qualified to be compensated with continuous coaching service.

5. Coaches who have interscholastic or intercollegiate level experience outside the Clinton Central School District may be hired at a step above the lowest step, but no higher than Step 3 of the baccalaureate schedule in effect for that year.

6. Assignments not shown on the following list that come into being at a later date will be evaluated by the same criteria and a percentage figure accorded the assignment.

7. Post Season – Coaches will receive an additional one-half percent (1/2%) for each post-season contest. For instance, a coach who was scheduled to earn twelve percent (12%) for coaching will be paid thirteen percent (13%) if his/her team qualifies to participate in two post-season contests, thirteen and one-half percent (13.5%) for three contests, fourteen percent (14%) for four contests, etc.
**ARTICLE 14 continued**

**Percentages for Coaching Assignments**  
*(To be reexamined by joint committee)*

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
<th>Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Category I – 12%</strong></td>
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<td></td>
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<tr>
<td>Varsity Football (Head)</td>
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<td>Boys' Varsity Basketball</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Girls' Varsity Basketball</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Girls' Varsity Volleyball</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boys' Varsity Ice Hockey (Head)</td>
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<tr>
<td><strong>Category II – 8%</strong></td>
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<tr>
<td>Boys' Varsity Soccer</td>
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<td>Girls' Varsity Soccer</td>
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<tr>
<td>Boys' Varsity Volleyball</td>
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<tr>
<td>Coed Indoor Track</td>
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<tr>
<td>Boys' Varsity Baseball</td>
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</tr>
<tr>
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<tr>
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<tr>
<td>Assistant Varsity Football</td>
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<td>Assistant Varsity Ice Hockey</td>
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<tr>
<td>JV Football</td>
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<tr>
<td>Boys' JV Basketball</td>
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<tr>
<td>Girls' JV Basketball</td>
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<tr>
<td>Fitness Center Student Activity Coordinator (year-round position)</td>
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<td><strong>Category III – 6%</strong></td>
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<td>Girls' JV Soccer</td>
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<td>Girls' JV Field Hockey</td>
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<td>Modified Sports Supervisors</td>
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All intramurals will be compensated at the rate of 1%,

Intramural minimum = twenty (20) hours.
ARTICLE 15

EXTRA CURRICULAR & EXTRA DUTY COMPENSATION

(To be reexamined by joint committee)

Look at MOU from June 20, 2001 and integrate those positions into CBA

Category A: 10%
  HS Musical- Stage Director, Vocal Director, & Producer
  Junior Class Advisor/Prom Coordinator
  Senior Class Advisor/Graduation Coordinator

Category B: 8%
  Secondary Audio Visual Coordinator
  Elementary Audio Visual Coordinator
  High School Yearbook Advisor
  Drama Club Director

Category C: 7%
  HS Musical – Pit Orchestra Director
  HS Marching Band/Jazz Band Director

Category D: 6%
  HS Show Choir Director and Accompanist
  MS Musical- Stage Director, Vocal Director, & Producer
  High School Student Council Advisor
  Middle School Yearbook Advisor
  Middle School Student Council Advisor
  Model UN Advisor

Category E: 5%
  HS Musical- Choreographer
  HS Musical- Program, Publicity, & Business
  HS Honor Society
  MS Honor Society

Category F: 4%
  HS Musical – Costumer
  HS Musical- Assistant to the Director
  Mock Trial Advisor
  Senior High Yearbook Assistant
  Literary Magazine Advisor
  Amnesty International Advisor
  S.A.D.D. Advisor

Category G: 3%
  HS Musical- Set Construction
  HS Musical- Art Director
  MS Advisors
  HS Mathletics
  MS Mathcounts
  HS OVA
  MS OVA
  ES OVA
  Drug Quiz Advisor
  Science Fair Coordinator
  Sophomore Class Advisor
  Senior Ball/Senior Dinner Dance Advisor
  Science Olympiad Advisors (2)
  Ski Club Advisor
Freshman Class Advisor
Category H: 2%
  MS Musical – Choreographer
  HS Musical- Rehearsal Pianist & Pit Pianist
  HS Awards Committee Chair

Beginning with the 2007-08 year, extra curricular stipends shall increase for multiple years of service following the same model used for coaching stipends as stipulated in Article 14, beginning at Paragraph 2. For such movement, experience in the 2006-07 year shall be considered as year one.

General supervision duties outside the classroom, such as chaperoning, athletic contests, bus trips, etc., shall be compensated at the rate of fifty dollars ($50.00) for home events and seventy dollars ($70.00) for away events. A voluntary sign-up sheet will be posted in each building, and in the event there are no volunteers, assignments shall be made on an equitable basis.

Activities that come into being at a later date will be accorded an appropriate stipend.

All positions and appointments are subject to an annual review.

Away activities requiring overnight supervision shall be compensated at the rate of seventy dollars ($70.00) per day.

Home tutoring provided by bargaining unit members shall be compensated at the rate of twenty-five dollars ($25.00) per hour.

Teaching service beyond the regular school day for the Professional Development Center
  1. Clinton teachers and teacher assistants who instruct or present professional development classes at the Clinton PDC will be offered the following options in payment for their services:

     A. Inservice credit in clock hours for the time spent preparing, as well as the time spent teaching the class(es) OR

     B. $40/hour for time spent teaching.

All additional assignments, i.e., coaching and/or extra-curricular duties for which members are compensated and are appointed on a yearly basis, are open for application on a yearly basis to all members of the bargaining unit.

Members not currently holding a position and desiring to apply shall do so prior to June 1 for the succeeding year.

Anyone submitting an application will receive a response.

    Members of the bargaining unit will be given the first opportunity to fill any additional paid positions to include general supervision, with the understanding that any teacher asked to supervise shall do so or provide an appropriate substitute.
The Employer shall provide inservice training for coaches and other advisors designated by the District to update the requirements of the New York State First Aid Card.
ARTICLE 16

NATIONAL BOARD CERTIFICATION

A teacher employed by Clinton Central School will be rewarded for National Board Certification in the following manner:

In order to apply for National Board Certification as a CCS teacher, the teacher must have tenure in the district.

The District will provide help and support to the teacher as needed in the application process. The teacher will use state and NYSUT grants whenever possible, to pay for the application for National Board certification. If those grants are not available, the teacher will attempt to secure funding in other ways before requesting financial help from the District for the application fees.

Upon receipt of notification that the teacher's portfolio has been received by the National Board, the District will pay the teacher a one-time stipend of $1,000 for completing that part of the process.

Upon receipt of notification that the teacher has achieved National Board Certification, the District will pay the teacher a one-time stipend of $4,000, completing the first year stipend of $5,000.

In the teacher's second through tenth years of certification, the District will pay the teacher $1,250 each year.

A teacher who applies for or achieves National Board status prior to employment by the District will be paid according to the same timetable, (e.g., a teacher who has applied for certification but has not yet achieved it will receive $4,000 upon notification of achievement. A teacher who achieved certification two years prior to employment in Clinton will be considered to be starting in the District in the third year of certification and receive the stipend of $1,250.)
ARTICLE 17

CONFERENCE ATTENDANCE

1. The parties agree to the principle that conference attendance by the professional staff members can be beneficial to the instructional program. The parties must also recognize that the cost to the District of sending all staff members to conferences is prohibitive.

2. The parties agree that a teacher released to attend and paid the necessary expenses assumes the responsibility to the District to bring back from the conference new ideas, a fresh approach, and a willingness to communicate the highlights of the conference to others as indicated by a brief written summary report to the Building Principal or the Principal for Curriculum & Instruction.

3. An allocation of one hundred ($100) per Department Leader, one hundred ($100) per Curriculum or Team Leader, and twenty-five dollars ($25) per member of the building faculty less subject, curriculum, or team leaders of that building shall be budgeted. These allocations shall constitute the building conference funds from which teachers attending conferences authorized by the Principal may be reimbursed. It is expected that this fund shall provide for one third (1/3) of the school year.

4. Each school year, teachers wishing to attend a conference will file notification of their intent with the Building Principal one (1) month prior to the date of such conference.

5. Two (2) weeks prior to the date of the conference, the staff member shall submit to the Building Principal a conference request showing conference, place, date and estimated expense(s). Where permissible, a purchase order to cover the cost of lodging will be in advance.

6. Upon returning from the conference, the participant(s) will file a claim form showing actual expenses.

Expenses allowed:

Basic mileage is to be reimbursed at the current IRS rate allowable (with additional allowance for necessary tolls), or airfare (for an individual). In instances where two (2) or more persons are attending the same conference, a transportation pool will be formed and used and round-trip travel expenses will be paid only once.

Lodging – provided at a rate equal to the maximum of one-half (1/2) the double occupancy rate at a hotel as previously approved by the District.

Meals -- Breakfast Maximum of $ 7.50
-- Lunch Maximum of $10.00
-- Dinner Maximum of $20.00

Registration at the conference (exclusive of membership)
ARTICLE 17 continued

7. It is intended that conferences be attended on a representative basis. Since costs other than expenses are incurred when a teacher is absent, staff members other than those designated willing to attend conferences at their own expense will not be permitted to do so when there is any cost to the District.

8. The opportunity to attend conferences shall be open to all staff members on a rotating basis. The same persons shall not continue to attend conferences year after year to the exclusion of others.

9. Conferences which would require a teacher's absence for more than three (3) school days in any school year will be discouraged.

10. When there are more requests to attend conferences than the budget allows, the following factors would have priority:

   1. The requesting staff member did not attend a conference the preceding year.

   2. The staff member has not attended this particular conference.

11. Designation of who shall attend shall be the mutual responsibility of the Curriculum, Subject, or Team Leader, if any, the Building Principal, and the Principal for Curriculum & Instruction.

12. Prior membership in the sponsoring organization shall normally be a requisite to conference attendance.
ARTICLE 18
LEAVES AND ABSENCES

1. Sick Leave

Each employee is credited with thirteen (13) days sick leave at the beginning of the school year, excepting non-tenured teachers who will be credited with twelve (12) sick days. With continuous service, sick leave will accumulate without limit. Absence on sick leave results in no loss of pay. Such leave shall be granted for personal physical disability or sickness or illness or death in the immediate family.

A. No statement or certificate shall be required of a teacher for illness, except that the Board may, at its discretion, require a physician’s statement after three (3) consecutive days of claimed sickness.

B. Days absent beyond accumulated sick leave will be deducted at the rate of 1/200 of the annual salary for ten (10) month personnel and 1/230 for eleven (11) month personnel.

C. In the event a teacher in the first four (4) years of service has an extended illness, the leave may be extended to sixty (60) days maximum, and inclusive of any accrued leave the teacher may have, provided acceptable medical evidence of the extended nature of the illness is submitted.

2. Absence due to a compensable injury or illness as a result of the conditions of employment shall not be charged against the teacher’s accumulated sick leave provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the New York State Worker’s Compensation Act for the duration of such absence, but not to exceed one (1) year.

3. The Board of Education may grant a leave of absence for up to one (1) year to any employee who by reason of personal illness is unable to perform his/her duties.

Upon written request, provided such request is accompanied by a physician’s statement, the leave shall be without pay and shall preserve the employee’s status regarding tenure and accumulated leave. Such leave may be extended under special circumstances upon recommendation of the Superintendent of Schools.

4. A temporary leave of absence with full pay shall be granted for jury duty or attendance required in court as a witness or by a subpoena, excepting in a criminal action against the teacher if the teacher is convicted, provided that the employee returns to the District such compensation for said duty.
ARTICLE 18 continued

5. **Maternity Leave**

**Pregnancy Disability and Child Care Leave**

A. **Pregnancy Disability**

Any pregnant teacher, not on an unpaid leave, is entitled to use accrued sick days during the period of disability. The period of disability will be determined by the teacher's physician.

B. **Child Care Leave**

Unpaid child care leaves will be given to requesting teachers in connection with a birth or adoption. Teachers taking such leave must make the request in writing to the Superintendent at least thirty (30) calendar days prior to the commencement of the leave, except in cases of adoption, where the teacher should give as much notice as possible. The teacher may take the leave for a period not to exceed two (2) years and ending on a semester or term break. Employees may use up to a maximum of thirty (30) accumulated paid sick leave days upon the adoption of a child.

If a teacher wishes to return prior to the scheduled return date, he or she may do so by giving sixty (60) calendar days notice to the Superintendent. A teacher may also request to return during a semester, and such request may be granted at the discretion of the Superintendent.

A teacher may request an extension of a child care leave; however, that extension will be at the discretion of the Superintendent.

In the event the teacher does not intend to return at the expiration date of a granted leave, the teacher must submit a resignation to the Superintendent in writing.

6. **Other Leaves of Absence**

Leaves of absence without pay for graduate study, research, travel or for personal reasons may be granted by the Board of Education to tenured teachers upon written request and upon recommendation of the Superintendent of Schools. Such leave shall be without pay and shall preserve the employee's status regarding tenure and accumulated leave. Graduate study directed toward obvious career changes shall not be considered appropriate under this provision.
ARTICLE 18 continued

7. Military Service

The Board of Education will grant leaves of absence for military service to any employee who enters any branch of the United States Armed Forces during a declared period of war or national emergency or is called to service by virtue of being drafted or recalled because of reserve status. Such leaves of absence shall be subject to conditions as are or may be established by federal or state laws and by the action of the Board of Education.

8. Return to Teaching Service

Employees on leaves of absence other than for military service or sabbatical leave shall not be entitled to advance on the salary schedule during the period of the leave of absence but shall be advanced to the next step on the salary schedule upon their return.

All employees on leaves of absence shall be subject to the following conditions and accept their leave of absence with full knowledge and acceptance of these conditions:

A. Before the employee can return to duty, satisfactory proof of the employee’s health must be filed with the Board of Education. This should be in the nature of a written certification by the employee’s own physician or school physician.

B. The Board of Education shall return the employee who has been on leave of absence to the same or comparable job as was held before the leave of absence.

C. Persons on leave shall notify the Board of Education of their intent to return to teaching service by March 15th of the school year preceding.
ARTICLE 19

PERSONAL LEAVE DAYS

The Board of Education shall allow up to three (3) personal leave days per year to each full-time employee, subject to the provisions here stated. Part-time personnel will receive personal leave days on a pro-rated basis. Conversion from part-time to full-time shall be pro-rated to F.T.E.

1. Personal leave may not be used for sickness, recreation, or business and vacation commitments of a spouse.

2. Previous day notice for requests for personal leave is required, or the reason for the leave must be stated.

3. In the event personal leave is requested of the Building Principal for a day preceding or following a school holiday, the reason for the leave must be stated.

4. Any unused personal leave days shall be converted and accumulated as sick leave.
ARTICLE 20

SABBATICAL LEAVE

1. Eligibility

Eligibility for sabbatical leave is restricted to those members of the professional staff who have seven (7) years of continuous service in the Clinton Central School District, have rendered satisfactory service, and hold a life or permanent teaching certificate. Absence from service in the District for a period of not more than one (1) year under a leave of absence for which a teacher received no pay and which was granted by the Board for professional improvement or for improvement of health or for military service shall not be considered as a break in the continuity of service toward meeting the required seven (7) consecutive years. If no teacher with seven (7) years of continuous service applies or is qualified, the Board agrees to accept applications from teachers who have five (5) years of continuous service with the District, plus two (2) years of outside teaching experience within the tenure area provided they otherwise qualify as indicated above. A teacher who has been granted a sabbatical leave may re-establish his/her eligibility for a subsequent leave after five (5) additional years of satisfactory service as a full-time employee with the District.

2. Length of Leave

A sabbatical leave may be granted for up to 1.5 FTEs per year, which may divided in various ways; for example, one teacher for an entire year (two full semesters) plus one teacher for one semester, or three teachers for one semester each, or an appropriate combination of part-time leaves. If fewer than 1.5 FTEs proposals are received, alternative projects such as tuition reimbursement for coursework may be considered.

3. Application for Sabbatical Leave

A. If the leave is to commence in September of the school year, the application must be filed no later than noon on the day of the regular April Board meeting. Notification of approval shall be given no later than five (5) school days following the regular May Board meeting.

B. If the leave is to commence at the beginning of the Spring term, the application must be filed no later than October 30 of the particular school year. Notification of approval shall be given no later than five (5) days following the regular December Board meeting.

C. Comprehensive statements concerning the plans of the applicant for the period of the leave must be submitted to the Superintendent with the application. Such statements shall contain the following information, depending upon the objective of the leave.
ARTICLE 20 continued

1. **Formal Study**

   A program of work or of recognized courses which the applicant will participate in and which will qualify him/her for additional credentials in the education profession.

2. **Research and/or writing**

   An outline of the proposed project with an indication of the value of the project to the present or future service of the applicant in the teaching profession and specifically to the Clinton Central School District.

3. **Travel**

   A declaration of the professional objectives to be gained by such travel. The specific means of attaining such objectives, the travel itinerary, and the follow-up plan which applies to the instructional program in the Clinton Central School District must be included.

4. **Other Reasons**

   A plan shall be submitted which will state the professional objectives to be gained or sought by such leave, the specific means of attaining these objectives, and the proposed benefits to the School District. An example of one such project might be National Board Certification.

4. **Selection Committee**

   All applications for sabbatical leave shall be referred to the Sabbatical Leave Selection Committee composed of one (1) instructional staff member, one (1) administrator appointed by the Superintendent and three (3) staff members appointed by the Clinton Teachers Association. The function of the Committee will be to make recommendations to the Superintendent concerning all applications for sabbatical leave for submission to the Board.
ARTICLE 20 continued

5. Guidelines for Selection

Sabbatical leave shall be granted on the basis of all the following guidelines:

A. The requested leave will improve the professional competence of the individual.

B. The proposed objectives of the leave shall be of future demonstrated value to the School District.

C. Preference shall be granted, all other qualifications being equal, to the individual with the greatest length of service in the School District.

6. Salary Considerations

The salary paid to any individual on sabbatical leave will be in accordance with that individual’s regular pay schedule in effect at the time of the commencement of such leave.

7. General Conditions

In the granting of sabbatical leave during the life of this agreement, the following general conditions shall be in effect:

A. As a condition of sabbatical leave, professional personnel will file with the Clerk of the Board a signed, written agreement to the effect that he/she will return to the Clinton Central School District following the expiration of such leave and will remain in the service of the District for a period of two (2) years.

B. It is understood and agreed that if the teacher, having been granted sabbatical leave, does not return to a position in the District (except in the case of the individual’s death) he/she shall be liable to repay the District all monies paid him/her by the District while on such leave. If, having returned, the teacher leaves the employment of the District of his/her own volition before the expiration of the two (2) year period, he/she shall repay the District on a pro-rata basis for each day of the unfulfilled two (2) year period. This does not apply in cases where an individual becomes incapacitated and cannot work, or in cases where the Board waives the rule by reason of unusual circumstances.
ARTICLE 20 continued

C. A teacher granted sabbatical leave will retain length of service, retirement, and all other rights afforded by the Clinton Central School District and will automatically acquire any additional rights authorized by the Board to permanent members of the professional staff, except that only six (6) days sick leave will be accumulated and personal days will not be credited.

E. Every effort will be made by the District to return the teacher to the assignment he/she held prior to the granting of the sabbatical leave or to a different assignment mutually agreed upon by the Association and the District.

F. Reports Required

Employees granted sabbatical leave are obligated to submit the following reports:

1. Interim Report

   This report, filed at the mid-point of the leave, will be such that it will enable the Superintendent to determine whether or not the leave is being used in the proper manner. In the event that the Superintendent finds that the teacher is not fulfilling the agreement or is dilatory in any respect, the entire sum paid by the Board shall become due to the Board immediately, and all future payments shall cease.

2. Final Report

   A final report shall be filed with the Superintendent within thirty (30) days after the teacher returns to active duty. Such report shall contain the following information: Official transcripts, experience gained, evaluation of the benefits gained from the leave and their effects on the Clinton Central School District, and a report on the program to be carried out in the School District.

G. While final approval of a sabbatical leave is the function of the Board, upon recommendation of the Superintendent, no such leave will be presented to the Board for approval unless it has been recommended by the Sabbatical Leave Selection Committee.

H. Upon approval of the sabbatical leave by the Board, an agreement between the successful applicant and the School District covering the terms of the leave shall be executed.
ARTICLE 21

HEALTH INSURANCE

1. All teachers of the Clinton Central School District shall be entitled to health insurance coverage under the following conditions:

A. The Board shall provide one hundred percent (100%) of the cost of the insurance for the employee and seventy-five percent (75%) of the cost for dependents of the employee. Effective 7/1/99 each participating active teacher shall contribute two hundred dollars ($200.00) per year towards the cost of Board provided insurance for the employee. Health insurance contributions for retired employees shall be set forth in Board Policy #6018 as of July 1, 2006.

B. Should the District, during the life of this agreement, desire to change the insured benefits program currently provided, the following procedures will be followed:

1. The District shall notify the Association, in writing, of the proposed changes at least sixty (60) calendar days prior to the planned implementation date.

2. The parties shall meet within fifteen (15) workdays from the date of notification.

3. The Teachers Association will be given the opportunity to present their input concerning the proposed change.

   a. Should the Association contend that the proposed health insurance benefits are not identical to those of the current plan, the matter shall be submitted to Level 4.D. of the grievance procedure. The expedited procedure of the American Arbitration Association would be utilized in this matter.

4. The Board of Education shall have the discretion as to whether any change to a different carrier, third party provider, or administrator of claims for benefits will occur, but with the following restrictions:

   a. The health insurance benefit levels that are in existence on the last day of coverage under the former program shall not be deleted or diminished in the subsequent program.

   b. Should the proposed change be a third-party provider or administrator of claims for benefits, the Teachers Association may exercise its option to remain with the current carrier. Should the Teachers' Association elect this option, then the employer's rate of contribution shall be as follows:
ARTICLE 21 continued

4. b continued

The District shall contribute at a rate equal to one hundred percent (100%) of the cost of the monthly individual premium offered by the proposed third party provider or administrator of claims for benefits, plus one-half (1/2) of the difference between this rate and the rate being charged by the carrier in place at the time of the proposed change. The employee shall contribute the remaining premium amount.

The District shall contribute at a rate equal to seventy-five percent (75%) of the cost* of the monthly family premium offered by the proposed third party provider or administrator of claims for benefits, plus one-half (1/2) of the difference between this rate and seventy-five percent (75%) of the rate being charged by the carrier in place at the time of the proposed change. The employee shall contribute the remaining premium amounts.

*The method of calculation shall be the same as utilized in the current agreement.

The parties may, by written mutual agreement, amend individual benefit levels at any time. Any development shall be made known to all parties.

C. This coverage is to be from anniversary date to anniversary date of the plan or contract.

D. Prescription Drug:

Effective July 1, 2007, the prescription drug co-payments shall be $0 for mail order (generic and non-generic), $5 for generic prescriptions, and $10 for non-generic prescriptions.

E. Effective 7/1/96, co-pay for office visits to participating providers is $10.00 per visit.

F. Effective October 2008, a joint committee shall be established to review the District's health insurance plan.

2. Dental Insurance

A. Shall be available only to:

1. Active unit members, and

2. Former unit members covered under COBRA.
3. CCS retirees who self-fund the premiums.

4. Payment coverage provided by the District for each employee shall be 100% for Individual premium cost. Dependent/Family Coverage shall be available to employees at fifteen dollars and forty-three cents ($15.43) per month to be paid by the employee for his/her dependents' coverage.

3. Health Insurance Safety Net/Hold Harmless. Effective July 1, 2003, the District shall be responsible for ensuring that all benefits of the GHI plan as was in effect on June 30, 2003 shall not be diminished. This hold harmless agreement shall apply to all unit members participating in the health and/or dental plan.

4. Healthcare Benefits Trust. Effective July 1, 2003, the District shall establish a healthcare benefits trust fund in the amount of $25,000. The Fund shall be administered by a committee established jointly by the Association and the District. In the first year of this agreement, the committee shall expend funds, if necessary, exclusively for the purposes outlined in #3 above. Beginning in the second year of the agreement, the committee shall explore additional uses (such as wellness programs or other health-related options) for funds remaining in the Trust.

5. Members of the Association may opt to withdraw from the District Health Insurance Plan. This will be done on an annual basis as follows:

   a. A form to withdraw from the District Health Insurance Plan must be submitted to the School Business Office before July 1st of the year of withdrawal. (In the first year of this agreement, the form must be filed by December 1 and the payment will be prorated for the remainder of the school year.) Employees who have opted out of the district health insurance plan in previous years shall have the opportunity to reenroll annually during the open period.

   b. A payment of 25% of the premium in effect for the previous twelve (12) months will be made to the teachers who have submitted the aforementioned form. This payment will be made on or before September 30th of the year of the withdrawal (by December 30 in year one).

   c. New Association Members hired during the school year may opt not to join the District Health Insurance Plan and receive payment at a per diem rate based on the number of months employed by the district between July 1st and June 30th. Teachers leaving during the school year will receive a payment of a per diem rate based on the number of months employed by the district. If such a teacher has received the payment, the teacher will repay the District on a per diem rate based on the number of months employed between July 1st and June 30th. This deduction will be taken from the individual's final paycheck.

   d. Association Members may rejoin the district plan in the same year only if there is a death of a spouse, divorce of a spouse, or another similar change in family status accepted for making a change in the IRS 125 plan. Prepayment of the remainder of the premium refund will be done through equal payroll deductions as per the formula as stated in Section C of this article.
ARTICLE 22

TERMINAL LEAVE PAY

1. To be eligible for terminal leave pay, an employee must have a minimum of ten (10) years service in the Clinton Central School District and a total of twenty (20) years of teaching service.

2. a. An employee who is qualified for terminal leave pay must indicate his/her intention in writing to retire from teaching service by February 1st of the retirement year.

   b. Accumulated sick leave will be computed at the end of the last day of employment and the last salary check will contain the appropriate terminal leave payment. Computation will be at the rate of:

       Thirty dollars ($30.00) per day for the first 200 days of unused accumulated sick leave and twenty ($20.00) per day for accumulated sick leave from 201-300 days.

       Employees who currently have accumulations in excess of 300 days shall be entitled to continue to accumulate and receive payment of $20.00 per day for those days in excess of 300. Employees not having accumulated 300 days as of July 1, 1999, and employees hired after that date shall be subject to a maximum accumulation of 300 days for the purpose of pay-out at retirement.

3. Teacher Assistants shall receive terminal leave pay at the same rate as Teachers, to be pro-rated based on their individual salary percentages.

4. Retirement Benefit

   The District shall make available to eligible unit members, the District Retirement Benefit, which provides for 50% of salary.
ARTICLE 23

SCHOOL CALENDAR

1. Inservice days will be scheduled when the complete school calendar is developed in cooperation with the TEPS Committee.

   If the total number of aidable days of session is not below one hundred eighty-one (181) by April 30\textsuperscript{th}, an additional inservice day will be offered during the month of May.

2. If directed by the Administration to perform extra-duty or to attend other than the days indicated on the negotiated calendar, teachers will be compensated at the rate of 1/200 of their salary per day, excepting graduation exercises.

3. Elementary Parent-Teacher conferences shall include two school-wide half-day release days and one half-day of individual release time, to be scheduled by the individual teacher to compensate for the conferences that occur outside the normally scheduled sessions. The school-wide release days shall include one afternoon and one early evening session.

4. Effective with the 2007-08 school year, there shall be a maximum of three one-less Superintendent's Conference Days. The fourth Superintendent's Conference Day allowable under the Commissioner's Regulations shall instead be a day of student instruction. The District shall designate which day shall be an instructional day rather than a Superintendent's Conference Day.

5. Effective July 1, 1999, each teacher shall work a minimum of an additional fourteen (14) hours per year. The District has the right to assign up to seven (7) hours of this time between September 1 and June 30 in each year. Each teacher shall schedule an additional seven (7) hours of Professional Development time between July 1 and June 30 in each year, which will be pre-approved by the Director of the Professional Development Center and the Superintendent. The principals will be informed of approved activities. The fourteen (14) hours will be pro-rated for part-time teachers.

   Effective September 1, 2007, full-time Teaching Assistants shall be expected to complete eight (8) in-service hours of professional development during the course of the school year. The District has the right to assign up to four (4) hours of this time between September 1 and June 30 in each year. Part-time TAs will be pro-rated accordingly.

   The addition of these days is for professional development and growth and will be administered through the Professional Development Center. If a teacher should take leave without pay, his/her salary shall be pro-rated depending on the pro-rated completion of these additional work hours.
ARTICLE 24

REGISTERED NURSES

1. A. Normal Workday

Regular full-time school nurses' normal workday will coincide with the workday established for classroom teachers of and in the building of assignment. Duties, visitation, and other assignments which extend outside these work hours shall be compensated for at the employee's regular hourly rate. Each full-time nurse shall receive a one-half (1/2) hour per day paid lunch break.

B. Work Year

Regular full-time school nurses' work year shall coincide with the work year as established for classroom teachers, but may include additional work time during the school fiscal year. Any additional days worked shall be compensated at the nurse's regular hourly rate.

2. Salary

A. Full-time Registered Nurses with less than a Baccalaureate Degree in Nursing or Other Related Field (Pupil Personnel Related Field) shall receive eighty-eight percent (88%) of the appropriate step on the B.A. column of the Teachers' Salary Schedule.

B. Full-time Registered Nurses who possess a Baccalaureate Degree in Nursing or other pupil personnel related field shall receive the appropriate step on the B.A. column of the Teachers' Salary Schedule. This degree must be approved by the employer at the time of hire or prior to attainment. Approval or denial is at the sole and exclusive discretion of the Employer. Additionally, such employee would be eligible to receive credit hours payment for Graduate Courses directly leading to certification in a health-related subject area.

C. Beginning with the 2007-08 school year, the District will designate a Nurse Leader. Beginning with the 2008-09 school year, the Nurse Leader will receive an annual stipend commensurate with the District's Department Leaders.

3. Other:

A. The District will reimburse nurses for the cost of required certification renewals.

B. One CEU shall be granted for each 15 hours of approved in-service.
ARTICLE 25

GUIDANCE COUNSELORS, SCHOOL SOCIAL WORKERS
AND SCHOOL PSYCHOLOGIST

A. Guidance Counselors and School Psychologists shall be required to work the
teachers' work year plus five (5) additional work days prior to the opening of school
and five (5) additional days immediately following the close of school.

Additionally, they will be required to work a maximum of thirteen (13) days during July,
August, and/or other vacation periods as scheduled by the Employer.

B. The Guidance Counselor, and School Psychologist stipends shall be fourteen percent
(14%) above the appropriate placement on the regular Teachers' Salary Schedule as
compensation for duties as a Guidance Counselor, or School Psychologist.

C. The School Social Worker(s) shall be required to work the teachers' work year plus up
to a maximum of five (5) additional work days prior to the opening of school and up to
a maximum of five (5) additional days immediately following the close of school.
Additionally, they will, as needed and approved by the Superintendent, work up to a
maximum of thirteen (13) days during July; August, and/or other vacation periods as
scheduled by the Employer. The School Social Worker(s) shall receive a stipend of
two and one-half percent (2.5%) above the appropriate placement on the regular
Teachers' Salary Schedule as compensation for duties as a School Social Worker.
Each additional day worked beyond the regular teachers' calendar shall be
compensated at the rate of one-half of one percent (0.5%) of salary.
ARTICLE 26

INTERSCHOLASTIC SPORTS

1. The interscholastic program is an outgrowth and extension of the school's physical education program and should be under the supervision of a certified physical education instructor. However, no change in program supervision shall be made until a change in staff and a change in role definition provides the opportunity.

The Board charges the Superintendent of Schools with the overall supervision of the program and through him/her the Middle and High School Principals, the Athletic Director, and the several coaches with the proper conduct of the program.

2. Coaches shall not be responsible for duties performed by the Athletic Director.

3. A coach assumes a high responsibility which has unique opportunities for service to the school, community, and youth. He/She should have the following qualifications:

   A. Thorough knowledge of the sport, basic skills, training, strategies and rules.
   B. A high code of personal conduct.
   C. A scrupulous sense of fair play and a keen interest in player welfare and participation.

4. Responsibilities and Duties of Coaches

   A. Subject to the rules of NYSPHSAA and this agreement, the coach has the sole responsibility for determining squad members.
   B. He/She shall determine that each participant has a physical examination prior to beginning practice.
   C. He/She shall provide a rigorous program of physical conditioning and shall instruct participants in the theory and techniques of the game.
   D. He/She shall, in the event of injury, provide first aid and, if necessary, notify the school or family physician, promptly complete an accident report, and prohibit return to practice unless the doctor's permission has been received.
   E. He/She shall request transportation for scheduled out of town trips, accompany his/her players on such trips, and secure at all times the appropriate conduct from his/her team.
   F. He/She shall schedule tryouts and practice sessions and provide for adequate notification of the participants, manager, and administration.
   G. He/She shall enforce rules of school attendance as they apply to participation and establish and enforce reasonable rules for practice attendance and promptness.
H. He/She shall instruct participants in the standards of sportsmanship, the rules of the game, and the expectation for school citizenship which all participants assume.

I. He/She shall issue and maintain all equipment, instruct participants in the use and care of equipment, receive all equipment at the close of the season, and maintain an inventory on the proper forms.

J. He/She shall be responsible for publicity in the local paper and for the league, when requested.

K. He/She shall serve as a member of the Athletic Board and be thoroughly knowledgeable of the rules of the NYSPHSAA as they apply to his/her sport.

L. He/She shall carry out such other responsibilities as the Board may assign.

5. Assistant Coach

The assistant coach shall meet the same qualifications for head coach and shall assist him/her in all functions and responsibilities in general, undertaking such specific assignments as may be made by the head coach.

6. Athletic Board

This Board shall consist of all head coaches and the Athletic Director, with the latter acting as Chairperson. It shall be the function of the Board to make recommendations as to changes in the interscholastic rulings and to hear and make decisions concerning these cases of rules violations as referred to it by any member of the instructional and administrative staffs or by any participant.

Any decision for permanent suspension from a team is subject to review by the Administration, but a recommendation of the Policy Board may not be countermanded without consultation with that Board.

7. Coaching

The District will reimburse on an exact tuition cost basis, coaches who take courses required for coaching certification. Inservice credit will not apply to such courses but if the course is of graduate standing, the coach may opt for horizontal promotion rather than direct tuition reimbursement.
ARTICLE 27

TEACHER MENTORING

1. Effective July 1, 1999, a teacher mentoring program, subject to annual review, will be established for first year teachers.

2. A coordinator for the program will be appointed, subject to annual review, and paid an annual stipend of $2000.

3. Each first-year teacher in the District will be paired with a mentor drawn from the pool of mentors who have completed the district training program.

4. Assignment of mentors will be made by the coordinator with the consent of the principal responsible for the new teacher’s evaluation.

5. Mentors assigned to work with a teacher will receive an annual stipend of $500 (to be pro-rated at $50 per month if the mentor serves for less than an academic year), plus release time as provided for in section 6.

6. To the extent possible, mentors and mentees will take advantage of time already available during and outside the school day for planning and class observations to do their work together. However, the District will also establish a pool of four (4) substitute days for each mentor/mentee team (2 for the mentor and 2 for the mentee) and up to five (5) days for the mentor program coordinator to be used in half-day increments as needed.

7. The mentoring program will be re-evaluated annually by the administration and representatives of the Association and may be restructured as needed to make it more effective. For instance, should a Teacher Center be established in the District, the Teacher Mentor Program might become one of the Center’s programs, thus eliminating the need for a Mentor Program Coordinator.
ARTICLE 28

SUMMER EMPLOYMENT

Teachers employed during the summer months, outside the regular school calendar year, will be compensated as follows:

CATEGORY A – Normal Teaching Duties

Based on a seven (7) hour day.

Regular rate of pay as that teacher would earn during the regular school year. (Step, Degree, and Graduate Hours).

CATEGORY B – Summer Projects, Workshops, Research

Based on a six (6) hour day.

Effective July 1 of each year, the following daily rates for curriculum work shall apply:

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Teaching Assistants shall receive $15 per hour or a pro-rated amount of the teacher summer daily rate stipend based on their qualifications as stated in Article 11 of the CBA, whichever is higher.
ARTICLE 29

PAYROLL DEDUCTIONS

The Superintendent shall be authorized to execute electronic deposits to participating financial institutions.

ARTICLE 30

TAX-SHELTERED ANNUITY

The Superintendent agrees to provide the opportunity to any teacher to participate in a tax-sheltered annuity program with any company so designated by the Clinton Teachers’ Association.

New carriers will only be added when there are five (5) or more plan participants.
ARTICLE 31

NON-ELECTIVE 403(b) CONTRIBUTION AT RETIREMENT

The District agrees to make a non-elective employer contribution for those members of the Association who avail themselves of the District's negotiated retirement benefit and/or payment for accumulated leave days.

The contribution will be placed into a 403(b) program of the unit member's choosing, provided such program can accept employer contributions, subject to any restrictions that the 403(b) program provider may place on said non-elective employer contributions. The contribution amounts for the retirement incentive and accumulated leave days are specified in various Articles in this Collective Bargaining Agreement.

The District will remit the contribution within thirty (30) days following the retirement date.

The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.

For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System.

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

If any penalty or other assessment is charged against the District by the Internal Revenue Service (IRS) as a result of an improper contribution to any 403(b) account, the employee shall hold the District harmless for such penalty or other assessment.

(From a Memorandum of Understanding signed and dated July 31, 2002)
ARTICLE 32

TUITION WAIVERS FROM STATE UNIVERSITY OF NEW YORK

1. The cooperating critic teacher shall have the first opportunity to use Tuition Waiver Certificates issued to him/her for his/her professional improvement.

2. In the event that a cooperating critic teacher does not wish to use the Tuition Waiver Certificate, it may be transferred to another member of the professional staff, such substitute to be designated by the Superintendent in accordance with the following designation procedure:

3. Transfer Procedure

   A. A cooperating critic teacher may not transfer a Tuition Waiver Certificate directly. Transfer of the waivers must be made through the Superintendent.

   B. A cooperating critic teacher may designate to the Superintendent another member of the professional staff to whom he/she wishes to transfer his/her tuition waiver.

   C. In the event that the cooperating critic teacher decides not to designate a teacher to receive his/her tuition waiver, he/she may submit his/her waiver to the Superintendent undesignated.

   D. The Superintendent shall designate a member of the professional staff to receive the tuition waiver using the following criteria:

      1. Recommendation for designation by holder of waiver.

      2. Applicability of proposed course(s) to designee's certification field.

      3. Need for permanent certification.

      4. Seniority in the Clinton Central School District.

      5. Consideration as to whether the teacher has previously received a waiver.

4. Application for Transfers

   Teachers desiring to use undesignated tuition waivers shall file with the Superintendent a notice to that effect, including his/her certification status and the proposed courses to be taken.
ARTICLE 33

SANCTIONS AGAINST TEACHERS

No teacher may be suspended, fired, transferred, reduced in compensation, or dismissed without reasonable and just cause. Such actions, when taken, are subject to the grievance procedure, except as follows:

Teachers in their first year of service are excluded.

Teachers in their second and third year of employment are limited to Superintendent's stage and/or to advisory arbitration.

In reappointment cases, no grievances may go beyond the Superintendent's step without written consent of the aggrieved – copy to Superintendent.
ARTICLE 34

GRIEVANCE PROCEDURE

1. **Purpose**

   It is agreed by the parties that all grievance be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceedings.

2. **Definitions**

   A. A grievance shall mean:

      1. Any claimed violation or misinterpretation of the express provisions of this agreement, or a dispute with respect to its meaning or application. In the event a grievance filed under this definition is appealed to arbitration, it is understood and agreed that the decision of the arbitrator shall be final and binding on both parties.

      2. Any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the School District. If a grievance filed under this definition is not settled to the satisfaction of the parties in the internal steps of the grievance procedure, it may be appealed to arbitration as outlined below. It is agreed and understood, however, that the decision of the arbitrator concerning such grievance is advisory in nature.

   B. It is agreed by the parties that the term grievance shall not apply to any matter for which a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or in which the Board is without authority to act.

   C. A “teacher” is any person in the unit covered by this agreement.

   D. An “aggrieved party” is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, the Association, and (when he/she submits a grievance) the Superintendent.

3. **Submission of Grievances**

   A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. If such grievance is not satisfactorily resolved within fifteen (15) school days, the aggrieved party may proceed to 3.B.
ARTICLE 34 continued

3. Submission of Grievances continued

B. Each grievance shall be submitted to the Building Principal in writing on a form approved by the Superintendent and the Association, and shall identify the aggrieved party, the provision of this agreement involved in the grievance, (or, for a TYPE 2 GRIEVANCE, the existing law, rule, regulation or policy), the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

C. A grievance shall be deemed waived unless it is submitted within fifteen (15) school days after the aggrieved party knew, or should have known, of the events or conditions on which it is based.

D. 1. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the building Principal.

2. The Association may submit any grievance. If the grievance has District-wide application, it shall be submitted directly to the Superintendent at Step 4.B.

3. The Superintendent shall present grievances to the President of the Association.

E. The preparation and processing of grievances, in so far as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

4. Grievance Procedure

A. The Building Principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Building Principal, or if no response is received within one (1) calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.

B. The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than ten (10) school days after it was received by him/her.

C. In the event that the Superintendent submits a grievance, the Association President or his/her designee shall, upon request, confer with the Superintendent with respect to the grievance and shall deliver to the aggrieved party a written statement of his/her position with respect to it no later than ten (10) school days after it was received by him/her.
ARTICLE 34 continued

D. In the event the Association or the Superintendent is not satisfied with the statement of the other with respect to a grievance, it or he/she may, within fifteen (15) school days after receiving the statement, refer the grievance to arbitration described in Number 5.

5. Arbitration

A. In the event the Association or the Superintendent is not satisfied with the statement of the other with respect to a grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent or to the President of the Association.

B. Upon receipt of the names of the proposed arbitrators, the Superintendent and the Association shall have seven (7) days from the date of receipt to cross off any name to which they object, number the remaining names in order of preference, and return the list to the American Arbitration Association.

C. The arbitrator’s decision will be in writing and will set forth his/her finding, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which requires the commission of an act prohibited by law, or which is violative of the terms of this agreement, nor shall the arbitrator have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this agreement. The decision of the arbitrator shall be binding.

D. The cost of the services of the arbitrator will be borne equally by the School Board and the Association.

E. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
ARTICLE 35

ASSOCIATION RIGHTS

1. The Superintendent shall allow the Association to use the physical facilities of the District, without cost, for meeting purposes for the executive committee, special committees, and the entire Association subject to compliance with State Education Law, on the same non-discriminatory basis as other non-profit community organizations.

2. The Superintendent shall provide released time to officers – President, First Vice President, Chief Negotiator, NYSUT Delegate and Alternate, Retirement Delegate, and state and national professional associations for the following functions:

   a. Impasse Proceedings
   b. House of Delegates meetings (NYSUT)
   c. Organizational Conventions
   d. Local NYSUT district activities
   e. Retirement meetings

3. Generally, released time for these activities shall be granted up to four (4) days to any one (1) individual. A total not to exceed fifteen (15) days shall be granted for the purposes stated in this section, excepting letters "a" and "e" above. If any further released time is requested in addition to the above, such time shall be taken as personal leave days. It is further agreed that the School District shall not be asked to recompense any expenses contingent on attending such meetings other than providing a substitute.

4. The Superintendent shall provide the Association the opportunity to conduct a maximum of four (4) general membership meetings per year on school released time. Additional school released time for meetings shall be restricted to emergency meetings.

5. Upon request of the President of the Clinton Teachers Association, the Superintendent shall direct the Principal concerned to cooperate in assigning to the President a teaching load to exclude homeroom assignment, study hall, supervision of dances and other social activities of the school program, and to develop a schedule to facilitate the execution of presidential duties and responsibilities.

6. In the event an official charge or reprimand is to be administered to a member covered by this contract by an administrator, he or she shall be entitled to be accompanied at such meeting or meetings by an attorney or representative of the Association.
ARTICLE 36

NEGOTIATION PROCEDURES

1. No later than February 1st, the parties shall indicate a desire to enter into good faith negotiations over a successor agreement. If such an agreement is not concluded by one hundred twenty (120) calendar days prior to the end of the fiscal year, either party may determine that an impasse exists. Failure to reach agreement shall not be considered an impasse if the parties mutually agree that there is a reasonable expectation of reaching agreement within twenty (20) days thereafter.

2. Should an impasse be determined to exist, the impasse shall be immediately referred either to a mutually agreed upon local procedure, or to the New York State Public Relations Board.

3. Neither party in any negotiations shall have any control over the selection of the negotiating representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations. Obligations of the negotiating committees shall involve justification of the effect of these proposals upon the total educational program.

4. The parties agree to cooperate in arranging meetings, selecting subjects for discussion, furnishing necessary information, and otherwise constructively considering and attempting to resolve any such matters.
ARTICLE 37

TERMS OF AGREEMENT

1. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

2. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement which require Board action for implementation shall be made a part of Board Policy.

3. Any individual arrangement, agreement, or contract between the Board and the individual teacher shall be subject to and consistent with the terms and conditions of this agreement and any individual agreement, arrangement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this agreement, this agreement during its duration, shall be controlling.

4. If any provision of this agreement or any application of the agreement to any teacher or group of teachers or the Board of Education shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

5. Copies of this agreement shall be printed at the expense of the Board, and the Association shall be provided with sufficient copies for all present members within two (2) weeks after its execution. The Association shall also be provided with sufficient copies for all new members and an additional fifty (50) copies.

6. 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

7. This agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2009.
MEMORANDUM OF FINAL AGREEMENT

This will certify that a successor contract has been achieved and ratified by both parties and shall be effective from July 1, 2006 through June 30, 2009.

CLINTON TEACHERS ASSOCIATION

__________________________
PRESIDENT

CLINTON CENTRAL SCHOOL DISTRICT

__________________________
SUPERINTENDENT

__________________________
DATE