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Cincinnatus Central School District



Agreement By and Between  
the  
Superintendent of Schools  
and the  
Cincinnatus Teachers' Association

2003-2008

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MAY 13 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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## **ARTICLE I RECOGNITION**

The Cincinnatus Board of Education, pursuant to Article 14 of the New York State Civil Service Law, by virtue of satisfactory evidence submitted by the Cincinnatus Education Association that it represents a majority of the professional employees in the following defined bargaining unit, does hereby recognize the Cincinnatus Education Association as the negotiating agent for all full-time and part-time regularly employed classroom teachers requiring certification by the New York State Education Department and employed by the District as follows:

Included: All regularly employed full-time and part-time classroom teachers requiring certification by the New York State Education Department, inclusive of kindergarten teacher(s), elementary teacher(s), secondary teacher(s), school librarian(s), school nurse teacher(s), reading coordinator(s), speech therapist(s), home economics teacher(s), industrial arts teacher(s), teacher assistants, teachers on special assignment, and any other regularly employed special area classroom teachers.

Also included are regular substitutes who are employed for a full school year period. A regular substitute shall be further defined as temporary teachers and who are employed to replace teachers who are on leave of absence but are expected to return. Regular substitutes shall not be entitled to Maternity leave, Sabbatical leave, Article X, section 3, or Article XVI, section 11.

A part-time teacher shall be defined as a regularly scheduled teacher who is employed for at least 50 % or more of the time of a full-time teacher.

A teacher assistant is defined as a certified teacher as defined in Commissioner's Regulation 8 NYCRR§80.33(b). They shall receive all benefits of the negotiating unit as defined in Article XVI, Section 9.

Excluded: Superintendent, Business Administrator, Building Principal(s), Supervisor(s), guidance counselor(s), school psychologist(s), and/or any other supervisory employee(s) requiring administrative or supervisory certification by the New York State Education Department. All casual, temporary, and substitute persons who are employed for less than a full school year are excluded as are summer school teacher(s), adult education teacher(s), teacher aide(s) and other para-professionals. Also excluded are all other employees.

And be it further resolved that this redefinition remain in effect for the period as provided for by law.



## ARTICLE II NEGOTIATIONS

### Section 1 Procedures

- a) Within fifteen (15) days after January 1 of the year in which this agreement expires, either party may request in writing to the other party that negotiations commence for a successor agreement. Thereafter and as soon as reasonably possible, a meeting date shall be established and a mutual exchange of proposals shall transpire with no new items being proposed subsequent to the second session.

Additionally, meetings shall be arranged at a time mutually agreed to by the parties.

- b) Upon the request of either party, all available information pertinent to the issues under discussion shall be furnished.

### Section 2 Definitions

- a) Chief Executive Officer shall mean the Superintendent of the Cincinnati Central School District.
- b) Authorized Designee shall mean that person or persons so appointed by the Chief Executive Officer to act upon his/her behalf.
- c) The Board shall mean the Board of Education of the Cincinnati Central School District.
- d) The Association shall mean the Cincinnati Education Association.
- e) Immediate Supervisor shall mean that person regardless of title who is assigned to exercise supervisory responsibility over employees.
- f) Building Representative(s) shall mean the person(s) so designated by the Cincinnati Education Association.
- g) Teachers shall mean those persons covered by this agreement as defined by the recognition clause, Article I.

## **ARTICLE III LEAVES**

### Section 1 Personal Illness

- a) All full-time teachers shall earn thirteen (13) sick days per year. They shall be available on the first (1<sup>st</sup>) day of school.
- b) Sick days shall be cumulative to one hundred ninety (190) days.
- c) Doctor's verification for use of Personal Illness days may be requested at the discretion of the Superintendent of Schools.
- d) Sick leave benefits shall be prorated for part-time employees.
- e) If a person has reached the 190 day Personal Illness days accumulated, they start the next year with 203 days (190 plus the current year's 13 days). Any days used will be deducted from the 203. If the number of days is above 190 at year's end, they will start the next year at 203 (190 plus 13).

### Section 2 Personal Business

- a) Employees covered by this agreement shall be credited with two (2) personal business leave days which shall be utilized for matters which cannot be adjusted for outside of regular school hours and for reasons of a serious enough nature so as to cause undue inconvenience, and/or hardship.

These days shall not be used for Cincinnati Education Association business, recreation, sports, shopping and/or other employment.

Personal business days may be taken for one (1) of the following reasons:

legal matters  
funerals  
ceremonies  
education  
medical, dental or optical appointments  
religious observances

If the reason for absence is not listed above, the teacher is to state the specific reason for review and approval by the Chief Executive Officer or his/her authorized designee.

- b) One (1) personal business day may be taken with no reason given, however, the reason must meet the criteria listed in (a) above.

### Article III Leaves (cont'd)

- c) Request for personal business leave must be submitted by completing the personal leave request form at least twenty-four (24) hours prior to the expected leave date except in the case of an emergency when advance written notice is not possible.
- d) In the case of an emergency, the personal leave request must be submitted within twenty-four (24) hours following the employee's return to work.
- e) Personal leave benefits for part-time employees shall be prorated accordingly.
- f) Personal business days may not be taken immediately prior to or immediately following vacation or legal holidays except in emergencies and with approval of the chief executive officer or authorized designee.
- g) Short Business Leave

The respective building principals may excuse teachers for short periods of time, not to exceed two (2) hours at the beginning or end of the school day (criteria to be the same as for personal business days), provided the teacher first makes every effort to schedule the appointment on his/her own time. The granting or denial of said time shall be at the discretion of the building principal.

Except in extenuating circumstances as recognized by the Superintendent, each teacher shall be entitled to no more than three (3) short business leaves per year. These are non-cumulative.

Teachers must request short business leaves in writing twenty four (24) hours prior to the leave (except in emergencies) to the building principal.

The short business leave shall be at no financial expense to the district. The teacher will attempt to arrange coverage with the aid of the principal; and with minimal interruption in the learning process for all the students involved.

### Section 3 Family Leave

- a) In the event of illness in the teacher's immediate family which requires bedside care by the employee and upon written request to the building principal or his/her authorized designee, said teacher shall be allowed up to five (5) days leave with pay. Immediate family shall be defined as follows:
  - 1) Husband, wife, son, daughter, brother, sister, parent or foster parent of employee or spouse.
  - 2) Grandparent or grandchild of employee or spouse.

### Article III Leaves (cont'd)

- 3) One residing with a teacher.
- b) Those days approved for use as family leave days shall be in addition to any other leave contained herein and are non-accumulative.
- c) The Superintendent at his/her discretion may request verification for such leave, and if the request for such verification is not honored by the teacher, the denial of said leave shall not be grievable. The Superintendent of Schools may request additional verification if, in his/her judgment, the verification submitted is not sufficient. If the teacher does provide such verification and the leave is thereafter denied, the teacher shall have the right to grieve said denial.

### Section 4 Bereavement Leave

- a) In the event of a death in the teacher's immediate family, a teacher shall be allowed up to five (5) days leave with pay. This leave shall be in addition to any other leave as contained herein and is non-accumulative.
- b) Immediate family shall be that as defined in Article III, Section 3 Paragraph a (1) (2) (3).

### Section 5 Extended Emergency Leave

The Chief Executive Officer may grant an extended emergency leave without loss of salary in case of extreme need.

### Section 6 Maternity/Paternity Leave

- a) Pregnant employees shall be entitled to request a leave of absence without pay for a maximum period of one (1) school year. An extension may be granted in accordance with Article III, Section 9. Request for such leave shall be made in writing to the Chief Executive Officer as soon as the fact of pregnancy is known or not later than the fifth (5<sup>th</sup>) month. Request shall indicate the probable beginning date and duration of the leave. The duration of such leave shall be mutually agreed upon by both parties at the time such leave is granted. The return shall be set so that insofar as possible, the continuity of the educational program shall not be disrupted.
- b) An employee who is pregnant may continue in active employment as late into pregnancy as is desired provided she is able to properly perform her required function and that she is physically and medically able to do so as certified by her physician.
- c) Prior to the commencement of the leave without pay, leave taken by an employee resulting from a medical disability connected with or resulting from pregnancy

### Article III Leaves (cont'd)

can be charged to available sick leave. Certification by her physician that such leave is due to such medical disability will be required. If the District is not satisfied with the certification submitted by the teacher's physician, then the District's physician may consult with the teacher's physician.

If the District is still not satisfied after consultation with the teacher's physician, then a third (3<sup>rd</sup>) medical opinion may be sought by and paid for by the District and said opinion shall be controlling.

- d) A teacher who is on a leave without pay as permitted by this section shall notify the Chief Executive Officer ninety (90) calendar days prior to her desired date of active re-employment if said leave is for one year or more and prorated for less than one year. Upon such notice, said teacher shall be assigned to a position within the same tenure area she held prior to the commencement of the leave, unless such position has been abolished by the Board of Education. If her position has been abolished, the Chief Executive Officer shall explore the possibility of placing the teacher into another position within her certificated area.
- e) While on leave, a teacher shall have the option to remain an active participant in the state retirement annuity fund or other fringe benefit programs by contributing the total amount required.
- f) Teachers on leave shall not be entitled to accrue any fringe benefits or salary increases, and upon re-employment, said teacher shall be paid on the same step that she was earning at the time of leave commencement unless said teacher worked ninety (90) days or more within the school year in which the leave is taken.
- g) Paternity leave, unpaid, will be available for a period of time up to one (1) year. The conditions for an unpaid paternity leave shall be similar to those for an unpaid maternity leave.

### Section 7 Sabbatical Leave

- a) The Board of Education may provide one (1) school year sabbatical per fiscal year for Board approved study or travel. The Board reserves the right to deny a sabbatical request. Prior to the Board's consideration for a sabbatical leave request, for the following conditions must be met:
  - 1. An application has been received by April 15 of the year the sabbatical will be taken.
  - 2. The applicant has been in the Cincinnati School District as a teacher for seven (7) consecutive years.

### Article III Leaves (cont'd)

3. The applicant submits a signed statement of intent upon expiration of said leave to return and teach for two (2) years in the school system.
  4. The applicant submits a signed statement that failure to comply with the obligation as defined by Article III, Section 7 (a), Paragraph 3 will cause salary and fringe benefit expenses incurred by the District in granting said leave to be reimbursed to the District by the teacher.
  5. The Board of Education agrees to pay full salary for one half (1/2) year or one half (1/2) salary for a full year sabbatical.
- b) The Board of Education may provide one (1) summer sabbatical per fiscal year for Board approved study or travel. The Board reserves the right to deny a sabbatical request. Prior to the Board's consideration for a summer sabbatical leave request, the following conditions must be met:
1. An application has been received by April 15 of the year the sabbatical will be taken.
  2. The applicant has been in the Cincinnati School District as a teacher for seven (7) consecutive years.
  3. The applicant submits a signed statement of intent upon expiration of said leave to return and teach for one (1) year in the school system.
  4. The applicant submits a signed statement that failure to comply with the obligation as defined by Article III, Section 7 (b), Paragraph 3 will cause salary and fringe benefit expenses incurred by the District in granting said leave to be reimbursed to the District by the teacher.
  5. Remuneration shall be one half per diem of the teacher's salary per day in attendance at summer school or other approved activities calculated on the basis of the year in which the application is made.

### Section 8 Association Leave

Upon advance written request to the Chief Executive Officer, the President of the Association or his/her designee shall be allowed a total of four (4) days per year leave with pay for Association business. If a substitute is required, the Association shall pay upon receipt of a bill of particulars from the Chief Executive Officer, the salary and fringe benefit expenses incurred by the District in securing said substitute. Unused Association leave days may be accumulated to a maximum of (6) days for the succeeding year.

## Article III Leaves (cont'd)

### Section 9 Miscellaneous Leaves

- a) The Board shall give consideration to a teacher's request for a one (1) year unpaid leave of absence not otherwise covered by this agreement. Each request shall be decided on its own merits and, if granted, shall not be controlling or construed to be precedent setting for future Board actions.
- b) If the teacher is desirous of returning to work at the beginning of the next school year immediately following the termination of the leave of absence, written notice must be given to the Superintendent of Schools not later than April 15 of the year prior to which the teacher intends to return. Failure to comply with this notification procedure will relieve the Board from its obligation to employ said teacher and will constitute a voluntary resignation.
- c) The Chief Executive Officer may grant an emergency unpaid short term leave (less than one year) of absence if, in his/her opinion, said leave would be in the best interest of the Cincinnati Central School District. The granting or denial of said leave shall not be reviewable by the grievance procedure. The return date shall be set so that insofar as possible, the continuity of the educational program shall not be disrupted.

### Section 10 Jury Duty

Unit members called on jury duty shall be granted leave as necessary for this duty. However, in order to insure the continuity of the District's educational program, the unit member should request a postponement from jury duty if said duty is during the school year. If an exemption is not granted, the unit member shall receive full pay.

### Section 11 Graduate Courses – Early Leave

Teachers may be dismissed early upon verification of travel time needed to attend graduate courses. They will need to arrange coverage if necessary at no cost to the District.

### Section 12 Professional Staff Sick Leave Bank

The purpose of the sick leave bank is to provide additional sick leave for employees who have exhausted their accumulated sick leave due to extended illness. The policies and procedures of the bank shall be jointly administered by the District and the CEA. The following shall constitute the policies and procedures of the Sick Leave Bank:

- A. All contributions shall be voluntary.
- B. Only employees enrolled in the sick leave bank will be eligible to use sick leave benefits.

Article III Leaves (cont'd)

- C. The sick leave bank may only be used for extended illness or accidental injury/disability.
- D. Employees will be allowed to enroll in the sick leave bank during the period of September 1 through September 30 of each school year, except for the initial year. Upon enrollment, each person will donate two (2) whole days of his or her accrued sick leave. No more days will be added, except by new membership, until the bank is depleted to forty (40) days. At that point, members will contribute one (1) day to continue participation in the sick leave bank. If the bank has been depleted three times in any given school year, donations to the sick bank will be on a voluntary basis. Members unable to donate will be able to defer their donation until such time that they are able. The maximum number of days will not exceed two times the number of participants. Newly hired personnel must notify the District during the first month of employment if they wish to participate in this plan.

Present staff may join in September of any year by donating the number of days needed as if they were initial members of the plan of 10/26/94.

- E. A person who terminates participation in the bank will not be able to withdraw their contributed days.
- F. A person will not be able to withdraw days from the bank until their sick leave is depleted.
- G. A maximum of eighty (80) days may be drawn by any individual member from the bank each year.
- H. A maximum number of days, equal to two times the number of participating staff, may be drawn as a total of all individual members during any school year.
- I. An employee who exhausts the maximum of eighty (80) individual sick days may apply to the sick leave bank committee for additional days. Additional days will be granted at the discretion of the committee. Additional verification of need may be required by the Committee prior to the final determination.
- J. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
- K. The Sick Leave Bank Review Committee will consist of two representatives from the CEA and two from the District (Business Administrator and Building Principal). The Superintendent will render a decision on appeals or in a situation where the committee cannot reach a



### Article III Leaves (cont'd)

decision. The Superintendent, or his/her designee, will submit a detailed report to the Board of Education and the CEA regarding the operation and use of the sick leave bank including, but not limited to, the name of each individual using sick days, the number of sick days used by each individual, the type of extended illness or accidental injury/disability, and the manner of certification of illness or injury/disability. The report shall be submitted to the Board of Education and CEA President no later than June 30 of each school year.

- L. Medical reports by the applicant's physician and/or the District's physician may be required by the Sick Leave Bank Review committee or the Superintendent as a condition to initiate or continue use of the sick leave bank.

## ARTICLE IV CONFERENCES AND MEETINGS

### Section 1 Conferences (and workshops)

- a) Upon a written request from a teacher coupled with the recommendation of the Building Principal, and contingent upon budgetary allotments, the Superintendent of Schools may authorize attendance for a specific conference which will improve and/or benefit the overall educational goals of the Cincinnati Central School District.
- b) Conferences and meetings, attendance at which is requested by the teacher, shall be reimbursed to the level approved. Conference expenses shall, whenever possible, be paid by school vouchers.
- c) Conferences at which teacher attendance is required by the District, and which occur on days when school is not scheduled to be in session or which are not "Superintendent's Days," shall be reimbursed at the per diem rate of 1/200<sup>th</sup> of the teacher's annual salary. Conference and Workshop compensation is not applicable to the three (3) professional development days agreed to on May 13, 1999. The District also agrees to provide reimbursement for all approved fees, room and board. Transportation costs, if any, will be paid in accordance with Article V, Section 6 of this agreement.
- d) Upon return from any conference, the teacher shall submit a written report to the Superintendent of Schools outlining the results and benefits achieved from attendance at said conference. The report is due within ten (10) working days upon return from the conference unless there is some emergency on the part of the teacher. Any request for reimbursement shall accompany the report.

## Article IV Conferences and Meetings (cont'd)

- e) Effective beginning July 1, 1999, the school calendar shall be increased by three additional days for the principal purpose of professional/staff development. The three (3) additional days shall be contingent on the date of hire, i.e. prorated. The CEA will meet and confer with the Superintendent in the planning of such professional development. Appropriate activities, approved by the Superintendent of Schools and which must be outside of the normal school day for crediting purposes, may include workshops (minimum of 2 hours), accredited college course work, and/or independent projects with Superintendent's approval for activities related to instruction, teaching, and/or student learning.

### Section 2 Visitations

Teachers will visit other schools at the direction of the Superintendent on a mutually agreed upon date. This will be for the purpose of observation of new curriculum and/or teaching techniques. Voluntary visitations will be subject to pre-approval by the administration and shall be followed by a written report to the Superintendent.

### Section 3 Meetings

The Chief Executive Officer or his/her authorized designee shall at his/her discretion establish the dates and times on which department meetings, faculty committee meetings, normal faculty meetings or other such meetings as may be necessary shall be called. Unscheduled meetings shall be given prior notification of at least twenty four (24) hours except in the case of an emergency.

## **ARTICLE V WORKING CONDITIONS**

### Section 1 Incidental Teaching

The Superintendent, in accordance with the regulations of the Commissioner of Education, may assign a teacher to teach a subject for which he/she is not certified for a period not to exceed five (5) classroom hours a week.

### Section 2 Scheduling

- a) The administration will post by June 15 the teacher schedule for the following academic year. Subsequent changes that may be necessary will be communicated to the teacher at the earliest possible date and shall contain an explanation of necessity.
- b) If a program and/or staff change is proposed by the District, the Association will have the right to present a position paper or statement regarding the impact of the proposed change to the Board or its designee.

Article V Working Conditions (cont'd)

- c) If a schedule change is necessary during the academic year, the Association will offer input to help provide the best educational program for students and staff.

Section 3 School Day

- a) The teachers shall be required to report prior to the scheduled arrival time of the first bus and shall not normally be required to remain more than fifteen (15) minutes following the time of bus departure. Teachers shall be available for student or parent conferences by appointment.
- b) The normal number of hours of employment shall be seven and one half (7 ½), exclusive of meetings, teacher related duties and emergencies.
- c) Teachers will notify their respective offices of the need to leave the building while school is in session and will notify the office upon their return.

Section 4 Noon Supervision

- a) Teachers will be scheduled so that they will have at least thirty (30) minutes free from other duties during which to eat lunch.
- b) A committee composed of elementary coordinators and the elementary principal will determine cafeteria and recess coverage.

Section 5 Preparation Time

- a) Elementary teachers shall be scheduled for preparatory time when special teachers are in their rooms or otherwise have charge of their assigned students.
- b) The District will try to schedule special teacher time evenly throughout the week. The time available, at various grades, may not be the same.
- c) Preparation time in the elementary schools shall be set at forty two (42) minutes per day or at the number of minutes prevailing in the high school schedule.

Section 6 Transportation Allowance

A transportation allowance equivalent to the federal level shall be provided for an employee driving his/her personal vehicle while traveling on school business. No teacher will be required to use his/her own car for school business.

## Article V Working Conditions (cont'd)

### Section 7 Salary Notice

- a) Returning teachers will be given salary notices no later than the first Friday of June, except that if contract ratification is not accomplished, such notice will be given no later than fourteen (14) calendar days subsequent to ratification.
- b) At the time of preparation of the first (1<sup>st</sup>) teacher payroll in September and again in January a list of all teacher salaries and the base calculation will be submitted to the Association.

### Section 8 Snow Days/Energy Days/Emergencies

- a) In the event that the Chief Executive Officer determines that it is necessary to close the school for reasons due to snow, energy, or other such situations as he/she may determine, teachers will not be required to report for work, except if school is reopened for students later in the day.
- b) Should school remain closed for an unusually long period of time, due to Section 8 Paragraph (a) above, so as to necessitate teaching make up days, then the Chief Executive Officer shall determine, in consultation with the Association, when and how said days shall be accomplished.
- c) During an emergency while school is in session (example: a bomb threat or fire), teachers are responsible for the safe supervision and evacuation of students. Teachers will not be required to place themselves in bodily danger beyond those duties normally required in the course of their jobs.

### Section 9 Mailboxes

Teachers shall have the right to use mailboxes to leave messages for other teachers.

### Section 10 Professional Obligations

- a) On or before the last day of the school year, all unit employees will be required to complete their professional obligations as required by the building principal. Failure to do so will necessitate the District's withholding the employee's final paycheck until the professional obligations are fulfilled to the satisfaction of the building principal.
- b) Extracurricular paychecks will be issued at the close of the activity upon verification of successful completion by the appropriate building principal.
- c) Teachers will make every effort to attend three (3) extracurricular activities or similar functions that benefit the school community beyond the normal professional day.

Article V Working Conditions (cont'd)

Section 11 Committee Assignments

Every effort will be made to staff committees with faculty volunteers. However, teachers may also be required to serve on a committee if the committee to which one is assigned or required to serve meets during what would normally be school class hours with a day ending at 3:35 p.m.

**ARTICLE VI  
ACADEMIC FREEDOM**

Section 1

It is the duty of the parties to educate the youth in the democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual rights, personality and property.

Section 2

It is recognized that these democratic values can best be transmitted by free inquiry and learning in an atmosphere in which academic freedom for teachers and students is encouraged.

**ARTICLE VII  
GRIEVANCE PROCEDURE**

Section 1 Definitions

- a) A grievance shall be defined as a claimed violation, by a teacher or a group of teachers, of a specific and express term of this agreement.
- b) Chief School Officer shall mean the Superintendent.
- c) Supervisor shall mean the Building Principal, Assistant Principal, or the individual designated by the Superintendent.
- d) The Association shall mean the Cincinnati Education Association.
- e) Days shall mean all days other than Saturday, Sunday, or legal holidays as celebrated by the employer. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any step of the grievance procedure.

Article VII Grievance Procedure (cont'd)

Section 2 General

- a) The time limits set forth in this article are of the essence. They may, however, be extended only by mutual written agreement of the parties.
- b) The failure by the employee to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the employer to answer within the time limit set forth will advance the grievance to the immediate next step of the grievance procedure upon written notice by the employee to the employer representative at the next step of the grievance procedure.
- c) The pendency of a grievance shall in no way operate to impede, delay, or interfere with the right of the employer to take the action which is subject to complaint.
- d) The preparation and processing of grievances will not be conducted during the hours of classroom activity so that interruption of classroom activity and the involvement of students in any phase of said grievance shall be avoided.
- e) The cost of the grievant, witness or attorney time, expense or other incidentals shall be borne by the party so requesting or presenting a request for or on the behalf of said person.
- f) If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Step 2 described below.
- g) No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved employee, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- h) Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Chief School Officer and the Association. The Chief School Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- i) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- j) In the event of a grievance filed on or after June 1, upon request by or on behalf of the grievant, the time limits set forth therein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is possible.

## Article VII Grievance Procedure (cont'd)

- k) Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to state its views on the grievance. In the event that any grievance is adjusted without formal determination pursuant to this procedure, such adjustment shall be binding upon the grievant and shall in all respects be final, said adjustments shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- l) The Grievance Chairperson of the Association shall receive release time, with normal remuneration and benefits, to attend arbitration hearings resulting from this agreement.

### Section 3 Procedures

All grievances shall include the name and position of the aggrieved employee, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved employee, and a general statement of the nature of the grievance and the redress sought by the aggrieved employee.

### Section 4 Procedures

#### Step 1

- a) A grievance arising under this agreement may be informally presented by the aggrieved individual or their designee to the supervisor directly responsible for possible resolution. If a satisfactory resolution of the problem is reached, a written statement will be filed mutually with the Association and Superintendent.
- b) Or, a grievance arising under this agreement may be first presented in writing by the employee to his immediate supervisor who shall, to such extent as he may deem appropriate, consult with his supervisors. Thereafter, the supervisor shall respond in writing within five (5) days after receipt of the written grievance to the employee with his answer to said grievance.
- c) A grievance shall not be initiated later than twenty (20) days after the event constituting the alleged grievance. Such limitations can be raised at any step throughout the grievance procedure.

## Article VII Grievance Procedure (cont'd)

### Step 2

In the event the grievance is not resolved under Step 1, the employee may request in writing within five (5) days from the date of the answer in Step 1, an informal hearing of his/her grievance before the Chief School Officer. The Chief School Officer shall, within five (5) days after receipt of the request for said hearing, schedule a hearing at which time the employee and his/her representative, if any, may appear and present oral and written statements or arguments. Thereafter, the Chief School Officer shall answer in writing within five (5) days from the date of the hearing.

### Step 3

- a) If the grievance is still not resolved at the conclusion of Step 2, the employee may request a review of the matter before the Board of Education within five (5) days from the date of the Step 2 answer.
- b) The Board shall, within fifteen (15) days after receipt of said request, hold a hearing with the grievant, his/her representative, and the Chief School Officer.
- c) Within fifteen (15) days after the conclusion of the hearing, the Board shall render a decision in writing and shall forward said decision to the affected parties.

### Step 4

- a) In the event that the grievance is not resolved under Step 3, either party may request in writing within five (5) days after the date of the Step 3 answer, the appointment of an arbitrator from the Public Employment Relations Board. The parties will then be bound by the rules and procedures of the Public Employment Relations Board in the selection of the arbitrator.
- b) It is understood by the parties that the cost of such binding arbitration shall be borne equally by the Association and the District.
- c) The selected arbitrator will hear the matter promptly and will issue his decisions not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions of the issues.
- d) The arbitrator shall have no power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e) The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of this agreement or any amendment or supplement thereto.



Article VII Grievance Procedure (cont'd)

- f) The arbitrator shall have only the power to interpret what the parties to the agreement intended by the specific clause in the agreement which is at issue.
- g) The arbitrator shall not have the authority to substitute his judgment as to the degree of discipline.
- h) Awards may not be retroactive beyond the initiation of the alleged grievance with the school district as per Section 4. Procedures, Step 1 (c), contained herein.
- i) The decision of the arbitrator shall be final and binding upon all parties.

**ARTICLE VIII  
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

Section 1 Deduction and Pay Schedule

- a) The Board of Education agrees to continuous deduction during employment from the salaries of employees covered by this agreement upon receipt of signed dues deduction cards, dues for the Cincinnati Education Association. Said monies will be transmitted promptly to the treasurer of the Association.
- b) Additional deductions will be made for the following items:
  - 1. Health insurance
  - 2. Tax sheltered annuities
  - 3. Credit unions
  - 4. Bonds
  - 5. Savings
  - 6. United Way
- c) Paychecks will be issued every two (2) weeks.
- d) Each teacher will have the option of being paid on a twenty two (22) or twenty six (26) pay schedule, but said option shall be offered only at the beginning of school year and may not be changed once the selection has been made without the approval of the Chief School Officer.
- e) If a pay day falls on a vacation day, the teacher may leave a self-addressed, stamped envelope with the Payroll Clerk. The Payroll Clerk will mail the envelope containing the check on the pay day in question. In the alternative, the teacher may request the check be deposited in the [Cincinnati Branch of the First National Bank of Cortland] on said day. In such case, the teacher should leave a deposit slip with the Payroll Clerk. The teacher may also make alternate arrangements with the Superintendent or designee to obtain said check.

## Article VIII Association Rights and Responsibilities (cont'd)

### Section 2 School Calendar

Between December 1 and December 15, the Association will forward its recommendations to the Chief School Officer for the calendar for the coming year.

### Section 3 General Representative

Representatives from NEA/NY will be granted permission to visit the campus provided they follow the District procedure for visitors.

### Section 4 Use of Buildings

- a) For the convenience of teachers who wish to work in their classrooms at a time when the building is not unlocked, a key to an outside door may be borrowed from a key-board in the respective building office, by a teacher signing the key "out" when taken and "in" when returned.
- b) Past practice with respect to each teacher having a key for his own room will continue.
- c) All coaches will have keys to the appropriate areas of their responsibility.

### Section 5 Copies of Final Agreement

Copies of the contract shall be given to the Association for individual distribution and the cost of said copies shall be borne by the District. Ten (10) extra copies shall be given to the President of the Association.

### Section 6 Bulletin Boards

The Association will be allowed a designated space on the school bulletin boards in the teachers' room to post Association business.

### Section 7 Benefits

The Board of Education will make every effort to guarantee those benefits which are terms and conditions of employment and which are applied to all members of the bargaining unit as of the date of ratification by both parties.

### Section 8 Subcontracting

The advice of the teachers will be sought before the District enters in performance or subcontracting agreements with agencies other than other educational institutions.

Article VIII Association Rights and Responsibilities (cont'd)

Section 9 Association President

- a) When the Association President is a high school teacher, he/she will not be assigned to a homeroom responsibility. To the extent possible, he/she will not be assigned to other routine, non-teaching duties and responsibilities. If the Association President is an elementary teacher, every attempt will be made to provide an equivalent amount of time.
- b) The Association President will receive a copy of the BOE agenda. This will be given to the CEA president via the interoffice mail the same time the Board packets are sent out.
- c) The Association President will receive all budget calendar information.

Section 10 Seniority

Seniority shall be defined as the length of continuous service with the Cincinnati Central School District.

Section 11 Injury on Duty

If a teacher is injured while working or performing duties for the school, the days necessary for recovery from this injury that necessitate absence from school shall be deducted from the accumulated sick leave, but one full day of sick leave shall be returned for each full day of Workmen's Compensation paid to the school.

## **ARTICLE IX EVALUATION**

### Section 1 Procedures

- a) All monitoring or observations of the working of a teacher shall be conducted openly.
- b) The Superintendent of Schools in consultation with the Association, is responsible for an evaluation system, including an evaluation form, which will be utilized by the administration to evaluate the professional staff. Prior to the onset of an evaluation, the teacher shall be given an explanation of the system to be utilized. The parties further understand and agree that changes in the evaluation system and/or form will be made only at the end of or beginning of the school year. Once an evaluation system and/or form is decided upon by the Superintendent of Schools, said system and/or form shall be used for the entire school year.
- c) Within ten (10) school days after an observation, a personal conference between the teacher and the evaluator for purposes of clarifying the written observation report shall be held unless waived by both parties.
- d) Non-tenured teachers shall be observed at least three (3) times and prorated for individuals who commence employment after the start of the school year. Tenured teachers shall be observed at least once a year. Teachers will be notified as to who will be making classroom observations. In the event the Chief School Officer alters the persons who will be making observations, the teacher will be notified prior to classroom visitations.

Prorate shall be defined as follows:

Teachers hired prior to January 1, three evaluations per probationary year.

Teachers hired after January 1 and for the balance of the first year of employment, two (2) evaluations.

### Section 2 Personnel File

Before copies of formal evaluations and derogatory materials are forwarded to the unit member's personnel file, the employee will be notified in writing and given the opportunity to sign said document. The employee shall also have the right to sign and submit a written response within ten (10) calendar days to such material and the response will be reviewed by the Superintendent and attached to the subject material. All materials, other than those from the approved list dated 1/28/94, placed in the file will be labeled personnel file.

## Article IX Evaluation (cont'd)

### Section 3 Individual Freedom

The private and personal life of a teacher is of concern to the Board of Education or to the administration if it interferes with the teacher's responsibilities to and relationships with students and/or the school system, or if it impairs his/her ability to fulfill his teaching duties.

### Section 4 Vacancies

New positions or openings for jobs in the District will be posted to inform present employees of the positions prior to public announcement.

## **ARTICLE X JOB SECURITY**

### Section 1 Recommendations for Tenure

The Chief School Officer shall submit the recommendation for tenure appointments to the Board of Education no later than April 1<sup>st</sup>.

### Section 2 Notification for Terminating Probationary Teachers

The Chief School Officer or the appropriate administrator shall notify those probationary teachers not being recommended for tenure prior to April 1<sup>st</sup>.

### Section 3 Termination of Employment

No teacher, after one (1) year of service, shall be dismissed except for just cause. In the event that the Superintendent is considering the dismissal of a teacher, he will provide at least one (1) written warning and will schedule a conference with the immediate supervisor, the teacher, and a representative chosen by the teacher if (s)he so desires. The purpose of such conference shall be to improve the teacher's performance in order to continue his/her employment. Following such conference, if the Superintendent still determines that the employee should be dismissed, he/she will give the teacher a minimum of thirty (30) days written notice.

Resignations of all members of the teaching staff should be directed in writing to the Superintendent of Schools. A minimum of thirty (30) days written notice will be given.

Article X Job Security (cont'd)

Section 4 Reprimands

- a) In the case of a formal written reprimand, the reprimand will specify where applicable the following information:
  - 1) The specific allegation.
  - 2) Rule or law broken.
  - 3) Time of alleged incidents.
  - 4) Location of alleged incidents.
- b) The procedure for the placement of the written reprimand in the teacher's file will be the same as for other materials.

Section 5 Prior Notification

- a) Whenever a meeting with a teacher is requested by an administrator, the teacher will be notified in advance as to the purpose of the meeting.
- b) If, in the judgment of the administrator, the presence of the teacher is critical, prior notification will not be required.

Section 6 Abolishment of Positions

- a) The District will adhere to all applicable Commissioners Regulations if the Board deems it necessary to abolish positions.
- b) The District will notify the Building Level Shared Decision Making Team(s) during the preliminary budget stages of any impending abolishment of positions and seek their recommendations.

Section 7 Teachers on Special Assignment

If the Board of Education places teachers in areas of Special Assignment, such as Health Coordinator, Curriculum Coordinator, Computer Coordinator and Student Liaison, they will accrue or retain all rights and seniority of members of this bargaining unit.

Section 8 Complaint Procedure

Should a complaint regarding a teacher be made to any member of the Administration or Board of Education member by a parent, student or other person which may influence an evaluation of a teacher, the principal or administrator shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally. Failure to resolve the complaint informally or failure to meet with the initiator of the complaint shall not constitute a grievable action.

## **ARTICLE XI DISTRICT COUNCIL**

For the express purpose of developing and promoting a harmonious and cooperative employer-employee relationship in this district for the benefit of our students, a District Council shall be formed. The charge of the Council will be to assure that meetings for other than, but not exclusive of, contractual issues will occur between the Association and the District.

Either party may request a meeting with at least twenty four (24) hours notice with the topics to be discussed given to the opposite party. Each party may choose whom they wish to be present at the Council. Total numbers will be agreed upon by both parties.

Upon the Board of Education acceptance of future academic calendars, two representatives of the District and four representatives of the Association will meet to formulate recommendations for topics of the proposed Superintendent's Days. These recommendations will be forwarded to the Superintendent.

## **ARTICLE XII MANAGEMENT RIGHTS**

It is the intention of the parties that all of the rights, powers, and authority that the District had prior to the signing of this agreement are retained by the District and that with the exception of the specific provisions of this agreement, the District shall have the unrestricted right to manage its affairs.

## **ARTICLE XIII AGREEMENT SCOPE**

This agreement shall constitute the full and complete commitments of the District to the Cincinnati Education Association. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to the terms of this agreement.

## **ARTICLE XIV CONFORMITY TO LAW**

This agreement and its component provisions are subordinate to any present or future Federal or New York State Laws and Regulations. If any Federal or New York State Law or Regulation, or the final decisions of any Federal or New York State Court or administrative agency affects any provisions of the agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation, or decision, but otherwise this agreement will not be affected.

## **ARTICLE XV INSURANCE**

### Section 1 Health Insurance

- a) Effective September 1, 1994, or as soon thereafter as practical, the District will provide a health insurance plan whose benefits are equivalent to, or better than, those provided by the Blue Cross/Blue Shield Central New York Regionwide plan, Option II, the present plan, on September 1, 1994. During this contract period, the provider, administrator or method of delivery, may or may not be the same as at present.
- b) There will be a change in the prescription card portion of the Health Insurance to a \$2 generic drug/\$5 brand name drug fee effective September 1, 1994.
- c) The District will pay ninety (90%) percent of the cost of individual coverage and eight (80%) percent of the cost of dependent coverage.

### Section 2 Dental Insurance

The District shall contribute, effective September 1, 1994, ninety (90%) percent of the required yearly premium for individual coverage for enrolled employees and seventy five (75%) percent of the required yearly premium for family coverage for enrolled employees for the Blue Cross and Blue Shield Dental Plan Basic and Supplemental Schedule A.

### Section 3 Contributions

Teachers on unpaid leave will have the right to continue participation in insurance programs and other benefits such as Teachers' Annuity. Such participation shall not be at any cost to the District.

### Section 4 Performance Protection

The Board of Education shall secure insurance providing protection for teachers from financial loss due to claims, demands, suits, or judgments resulting from actions taken in performance of duty.



Article XV Insurance (cont'd)

Teachers shall be granted days of excused absence with pay, in addition to personal business days, for appearance in any legal proceedings connected with the performance of their duties provided such legal appearances are not the result of violations of the non-strike portions of the Public Employees Relation Act.

**ARTICLE XVI  
COMPENSATION 2003 – 2008**

Section 1 Increase and Starting Salary

The official new teacher starting salary will be:

2003 – 2004	\$31,077
2004 – 2005	\$32,258
2005 – 2006	\$33,484
2006 – 2007	\$34,756
2007 – 2008	\$36,077

Section 2 Returning Teachers

Each returning teacher shall receive a salary increase over his/her previous years' salary as follows:

2003 – 2004	4%
2004 – 2005	4%
2005 – 2006	4%
2006 – 2007	4%
2007 – 2008	4%

Section 3 Credit for Prior Experience

The parties understand and agree that upon the recommendation of the Superintendent of Schools concurrent with the Board's approval, a starting teacher may receive credit for evaluated prior experience at the rate of four hundred fifty dollars (\$450) per year.

Section 4 Credit for Graduate Hours

- a) Any approved graduate credit hours earned after July 1, 1994 will receive \$75.00 per credit hour in blocks of three (3) or be reimbursed at the resident tuition charged by State University of New York (grade B minimum).
- b) Approved inservice will be calculated at the rate of fifteen (15) clock hours equaling one (1) college graduate hour.

Article XVI Compensation 2003-2008 (cont'd)

- c) Compensation is granted for a full year if received by September 30, and for ½ year if received by February 28.

Section 5 Longevity

Longevity incentive awards prorated on a half year basis, if due at a date other than September 1, shall be added to the individual's salary on the following basis:

Level 1 (7-15 years)	\$400
Level 2 (16-20 years)	\$500
Level 3 (21-24 years)	\$600
Level 4 (25+ years)	\$700

Any change in level will require obtaining six (6) credit hours. Beyond permanent certification, those six hours may be reimbursed at the rate of \$75.00 per hour or at the resident tuition rate charged by State University of New York (grade B minimum). Normal prior approvals apply.

Section 6 Tenure

All teachers who receive tenure and permanent certification after July 1, 1994, receive \$600.

Section 7 New Hires

Newly hired teachers with the same experience, similar training, and certification as a currently employed teacher at Cincinnatus, shall not be paid at a higher base salary.

Section 8 Calculating Increases to Base Salary

For calculating increases to base salary, salaries shall include incentive awards, masters degree and graduate credits included in the prior year's salary.

Section 9 Curriculum Writing and Tutoring

Remuneration for curriculum writing and tutoring is set at the rate of eighteen dollars (\$18.00) per hour.

Article XVI Compensation 2003-2008 (cont'd)

Section 10 Teaching Assistants

- a) The beginning salary for a teacher assistant will be 60% of the negotiated beginning teacher salary.
- b) Upon appointment and thereafter, additional graduate hours and degrees (if applicable) will be reimbursed at the negotiated teacher rate.
- c) Upon appointment, experience may be compensated at 60% of the negotiated teacher rate.
- d) Annual raises will be at either 60% of the flat grant or the same percentage negotiated for teachers.
- e) Full time Teacher Assistants will receive all benefits similar to a full time teacher.

Section 11 Early Retirement

- a) Teachers may receive an early retirement incentive based upon a percentage of their final annual salary (exclusive of any extra-curricular or co-curricular compensation) according to paragraph g below.
- b) To qualify for the early retirement incentive, teachers must have at least twenty (20) years of teaching service at Cincinnatus Central Schools immediately preceding retirement and meet the minimum eligibility requirements of the New York State Teachers Retirement System.
- c) Teaching employees who desire to take advantage of the retirement incentive must submit an irrevocable letter of resignation to the Superintendent of Schools between January 1 and March 1 of the year the teacher intends to retire. The letter must be personally delivered to the office of the Superintendent of Schools during normal working hours where it will be received with the date and time of receipt recorded.
- d) Payment of the early retirement incentive will be made as a lump sum payment to the retiring teacher on the effective date of the retirement, or if the retiring and eligible teacher so chooses, a proportionately enhanced salary increase subject to a twenty percent maximum increase (NYSTRS) for the remaining years of the Retirement Incentive eligibility. The twenty percent shall be inclusive of the salary increase for that year.

Article XVI Compensation 2003-2008 (cont'd)

- e) Teachers taking early retirement will have the right to continue participation in the District's health insurance plan at a District contribution rate of 75% for individuals and 25% for dependent coverage. If the teacher resumes employment and is eligible for equal or better health benefits, then the teacher will no longer be eligible for the District health insurance plan.
- f) Unless otherwise waived by the District, the maximum number of teachers retiring under the life of this plan shall be limited to six (6) individuals. However, any of the three (3) available early retirements not taken in the 2002-2003 contract year shall be carried over to the new 2003-2008 contract for a maximum of nine (9) eligible retirements under this plan.
- g) To calculate the benefit, one should multiply the last year's base salary times 30% and then add to it the number of unused sick days as of June 30 multiplied by \$60.00.
- h) The retirement incentive shall expire on June 30, 2008, notwithstanding Section 209-a (1.e) of the Taylor Law.

**ARTICLE XVII**  
**SECTION 204 a**

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

**ARTICLE XVIII**  
**EXTRA-CURRICULAR SCHEDULE**

Section 1     Extra-Curricular/Interscholastic Assignments

- a) The assignment of all teachers to an extra-curricular or interscholastic duty will be made with the mutual consent of the teacher and the appropriate building administrator. Building administrators will recommend to the Superintendent those persons considered to be most capable of carrying out the duties and responsibilities associated with each position. Every reasonable effort shall be made by building administrators to appoint qualified and certified district employees to these positions before soliciting any outside applications.
- b) Extra-curricular/interscholastic positions shall be posted annually, at least two full school months in advance of the official starting date of the assignment. The purpose of posting all positions is to allow sufficient time for any interested member of this unit to contemplate applying for a position.
- c) Applications for consideration for these appointments must be filed with the appropriate building administrator no later than fourteen (14) calendar days after the posting date.
- d) It is understood by both parties that unusual circumstances may force the Superintendent to alter paragraphs b & c above.
- e) To help the employee plan accordingly, appointments for these positions will be presented to the Board of Education as soon as possible, before the actual assumption of the assignment. A notice of this appointment will be sent to the employee as soon as possible after the official Board action.

Section 2   Compensation for Extra-Curricular and Interscholastic Assignments

- a) Compensation for extra-curricular and interscholastic assignments will be based on a point system. Points will be assigned for each activity based on the following criteria:
  - 1. Each point will represent between 15-20 contact hours.
  - 2. Each point will be worth \$145 for the duration of this Agreement.
  - 3. Effective each school year a percentage increase equal to the cost of living measured from March to March each year (U.S. All Cities CPI average of all urban and wage earners indices) not to exceed three percent (3%) shall be applied each school year. The parties shall meet and mutually agree to the distribution of such monies. The same formula will used again for the remaining years of the labor agreement only.<sup>1</sup>

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<sup>1</sup> dates will change accordingly

Article XVIII Extra Curricular Schedule (cont'd)

- b) A longevity increment of \$20 per year will be added after the first completed in the assignment. No previous longevity credit will be given unless the employee has served in the same specific activity as the one currently proposed.
- c) If one or more positions cannot be filled, resulting in increased responsibilities to another position, the person may appeal to the building administrator for additional reimbursement based upon the extra responsibilities encountered.
- d) There shall be no tenure in these positions.
- e) Assignment of points for interscholastic coaching duties:
  - 1. Official State/League starting dates and the last league contest will be used to determine the length of season for all interscholastic teams. These dates will be posted annually, prior to the opening of school, or as soon after as they are available. This posting is the responsibility of the administration.
  - 2. The payment system will hinge primarily on the length of the athletic season as determined by the Athletic Director, High School Principal and the Superintendent of Schools.
  - 3. The Athletic Director, High School Principal and the Superintendent will annually calculate the actual length of a sports season in full weeks (3 days or more will constitute a full week).
  - 4. The varsity level coach will be given a number of points equal to the length of the season, plus 3 points. These three points are for the added responsibility of overseeing the entire program.
  - 5. The modified level coach will be given 1 point per week for the length of their season, not to exceed the payment to the junior varsity coach.
  - 6. If approved, a coach requesting a shorter season, will receive a point less for each week where the season is shortened. This is an individual coach request and has no bearing on other coaches.
  - 7. A coach will be given an additional point for each level of post-season competition the team is involved in. Sports with multiple coaches will be treated in the same fashion if this request has been made and approved by the Athletic Director, High School Principal and the Superintendent.
  - 8. Since soccer has traditionally used a double-session concept for two weeks during the summer, these coaches will receive an additional 2 points above the formula. If no double sessions are held, this provision will not be effective.

Article XVIII Extra Curricular Schedule (cont'd)

Section 3 Compensation for Extra-Curricular Clubs and Activities Assignments

a) Advisors

1.	Class advisors:	1998-1999	1999-2000	2003-04
	Senior	\$1,700	\$1,750	\$1,939
	Junior	\$1,200	\$1,250	\$1,385
	Sophomore	\$ 600	\$ 650	\$ 720
	Freshman	\$ 400	\$ 425	\$ 471
	8 <sup>th</sup> /7 <sup>th</sup>	\$ 300	\$ 325	\$ 360
2.	Student Senate	\$1,100	\$1,150	\$1,274
3.	Yearbook	\$2,000	\$2,000	\$2,216
4.	Dramatics	\$2,500	\$2,500	\$2,770

Amounts for each year after 2003-04 are available in the District office. (See Section 2.a.3 of this Article.)

b) Activities

Each approved activity is assigned a rating per the following chart. A rating of 1.0 is equal to \$920 for the duration of this agreement.

Hours Involved	Activity Period Only	Activity Period and after school	After School Only
100 plus hours	.8	.9	1.0
75 – 100 hours	.7	.8	.9
25 – 74 hours	.6	.7	.7
0 – 24 hours	.5	.6	.7

Any new activities for the first year will receive a .6 rating.

Article XVIII Extra Curricular Schedule (cont'd)

The approved activities and their ratings are:

Academic Decathlon	.8
Art Club	.9
Athletic Association	.8
Chess Club	.6
Computer Club	.6
Elementary Chorus	.9
French Club	.6
Music Council	.7
National Honor Society	.8
Newspaper	.8
Photo Club	.6
S.A.V.E.	.6
Ski Club	.9
Spanish Club	.6
Varsity Club	.6
Weight Training	.6

Section 4 Duties at Basketball Games

The following pay rates shall be effective for the listed duties at basketball games:

Scorer	\$20
Timer	\$20
Ticket Seller	\$20
Chaperones (home games)	\$20
Chaperones (away games)	\$31

Section 5 Athletic Director

The following is the calendar year stipend for Athletic Director:

2003 - 2008  
\$3,334

Section 6 Coordinators

- a) There shall be four (4) elementary coordinators and five (5) secondary coordinators (math, science, social studies, English and physical education).
- b) A committee of equal representation, not to exceed two (2) each from the District and the Association, shall meet and recommend to the Superintendent of Schools the definition of the duties and appointment of persons to the coordinator positions.



Article XVIII Extra Curricular Schedule (cont'd)

- c) Coordinators shall be paid a stipend of six hundred dollars (\$600).
- d) Teachers interested in a one year position as a coordinator should submit a letter on intent to the CEA and the appropriate administrator prior to May 15<sup>th</sup> or when posted by the District.

Every attempt will be made to select coordinators from the grade levels/subject area they represent.

**ARTICLE XIX  
TERMS OF AGREEMENT**

This Agreement and each of its provisions shall be effective as of the date of ratification by the CEA or the Board of Education approval, whichever is later, except as expressly modified, and continue in full force and effect until June 30, 2008.

\_\_\_\_\_  
Cincinnati Education  
Association President

\_\_\_\_\_  
Cincinnati Central School  
District Superintendent

Dated this \_\_\_\_ day of \_\_\_\_\_.

**APPENDIX I  
PRIOR APPROVAL  
CINCINNATUS CENTRAL SCHOOL**

INSERVICE CREDIT \_\_\_\_\_  
CONTRACT DAYS \_\_\_\_\_  
REIMBURSEMENT \_\_\_\_\_

DATE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE OF ACTIVITY: \_\_\_\_\_  
DATE OF ACTIVITY: \_\_\_\_\_  
LOCATION: \_\_\_\_\_

BRIEF DESCRIPTION OF ACTIVITY (PLEASE ATTACH A COPY OF THE PROGRAM BROCHURE IF POSSIBLE):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHECK ONE OF THE FOLLOWING:

NUMBER OF CLOCK HOURS OF INVOLVEMENT \_\_\_\_\_  
NUMBER OF CONTRACT DAYS \_\_\_\_\_

\_\_\_\_\_  
TEACHER'S SIGNATURE

\_\_\_\_\_  
SUPERINTENDENT'S SIGNATURE

\*\*\*\*\*

***TO BE COMPLETED BY DISTRICT OFFICE***

DOCUMENTATION RECEIVED \_\_\_\_\_ HOURS AWARDED \_\_\_\_\_

DAYS AWARDED \_\_\_\_\_

TOTAL CUMULATIVE HOURS \_\_\_\_\_ AS OF \_\_\_\_\_

INITIALED \_\_\_\_\_

September, 1999

**APPENDIX II  
PERSONNEL FILE INVENTORY CHECKLIST**

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

**I. Employment**

1. Application \_\_\_\_\_
2. Board Appointment Resolution specifying tenure area and date of Appointment \_\_\_\_\_
3. Letter of Recommendation for Tenure \_\_\_\_\_
4. Appointment Letter to Tenure \_\_\_\_\_
5. Board Resolution Indication Approval & Area of Tenure \_\_\_\_\_
6. Undergraduate Placement Records \_\_\_\_\_
7. Graduate Placement Records \_\_\_\_\_
8. Undergraduate Transcript \_\_\_\_\_
9. Graduate Transcript \_\_\_\_\_
10. Certificate Areas
  - a. Permanent \_\_\_\_\_
  - b. Provisional \_\_\_\_\_
11. Internal Letter (s) of Recommendation for Hire \_\_\_\_\_
12. Recommendations or References
  - a. Previous Employer \_\_\_\_\_
  - b. Personal \_\_\_\_\_
13. Physical and/or Mental Examination Report \_\_\_\_\_
14. Military Service Status \_\_\_\_\_

**II. Compensation**

1. Current Salary Notice \_\_\_\_\_
2. All previous Salary Notice(s) \_\_\_\_\_
3. Approval for Graduate Hours \_\_\_\_\_
4. Number of Graduate hours earned, compensated and effective date \_\_\_\_\_
5. Number of In-Service hours earned, compensated and effective date \_\_\_\_\_
6. Request (s) for Salary Reclassification \_\_\_\_\_
7. Position and Date of Promotion \_\_\_\_\_
8. Medical/Dental Insurance Authorizations \_\_\_\_\_

**III. Attendance**

1. Attendance Record \_\_\_\_\_
2. Written Documentation for requested leaves of absence, i.e. personal illness, family illness, union, sabbatical, death \_\_\_\_\_

**IV. Evaluation**

1. Written Evaluation Forms \_\_\_\_\_
2. Written Observation Forms \_\_\_\_\_
3. Written Documentation of any pre or post evaluation or observation conferences \_\_\_\_\_
4. Letters of Commendation \_\_\_\_\_
5. Letters of Achievement \_\_\_\_\_

**V. Disciplinary Action**

1. Written Documentation of pre or post disciplinary action taken \_\_\_\_\_

**VI. Assignments**

1. Current assignment, curricular \_\_\_\_\_
2. Past assignments curricular \_\_\_\_\_
3. Extra curricular Assignment \_\_\_\_\_
4. Supervisory \_\_\_\_\_
5. Advisorship \_\_\_\_\_

Personnel File contents validated  
dated \_\_\_\_\_, \_\_\_\_\_

Employee Inspection Date \_\_\_\_\_

S/ \_\_\_\_\_  
Name of Employee Relations Officer

S/ \_\_\_\_\_  
Name of Validator

Appendix II (cont'd)

Personnel File Contents

As of 1/28/94

Letter of Application  
Application  
Resume  
Placement File  
College Transcripts  
Certificate of Qualification  
Teaching Certificates  
Diplomas  
Recommendations  
Commendations  
Salary/Benefit Work Sheets  
Board of Education Appointment letters  
Employment Eligibility Verification (Form I-9)  
Observation Reports – employee signed  
Conference Request Forms and Reports  
Salary Notices  
NYSTRS Retirement Number Assignment  
Approval for Graduate Courses  
Employee Toxic Substance Exposure Record  
Complimentary letters addressed to the individual (will be labeled personnel file)  
Constructive criticism letters addressed to the individual will be offered only by certified administrators (will be labeled personnel file)  
Safety and Loss Prevention Manual Acceptance.

