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AN AGREEMENT
BETWEEN
THE SUPERINTENDENT OF SCHOOLS
OF
THE CORTLAND ENLARGED CITY SCHOOL DISTRICT
AND
THE CORTLAND UNITED TEACHERS
NYSUT/AFT/AFL-CIO, Local 2592
July 1, 2007 - June 30, 2010

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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THIS AGREEMENT, entered into this first day of July 2007 by and between the Superintendent of Schools of the Cortland Enlarged City School District, and the Cortland United Teachers, hereinafter called the "Union."

WITNESSETH

WHEREAS, The Superintendent and the Union recognize and declare that providing a quality education for the children of Cortland is their mutual aim, and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, The members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, The Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act) to negotiate with the Union as the representative of the certified professionals, employed under the teachers' salary schedule with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, The parties have reached certain understandings which they desire to confirm in this Agreement,

NOW THEREFORE, IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 1
RECOGNITION**

The Cortland Enlarged City School District Superintendent, having determined that the Cortland United Teachers is supported by a majority of all full-time and part-time classroom teachers, teaching assistants, social workers, guidance counselors, special education teachers, speech therapists, reading teachers, school nurse teachers, and teachers of art, music, physical education and library, school psychologists, registered nurses, and long term subs which shall be defined as any substitute unit member who is employed for ninety (90) or more days consecutively or less at Superintendent's discretion in extenuating circumstances, and excluding chairperson of Committee for Special Education (CSE), director of athletics, director of music, director of district computer services, director of physical education, director of library services, certified department chairpersons and per diem employees, hereby recognizes the Cortland United Teachers as the exclusive bargaining agent for the members in such unit. Such Union is entitled to unchallenged representation status during the period prescribed by Section 208(2) of the Taylor Law.

The Board agrees not to negotiate with any teacher organization other than the Cortland United Teachers for the duration of this Agreement.

It is expressly agreed that all statutory rights which ordinarily vest in and have been exercised by the School District shall continue to vest exclusively in and be exercised exclusively by the Board of Education.

Long Term Substitutes shall be entitled to Health Insurance if employed for one full school year. In addition, long term substitutes shall be entitled to the constitutional rights and benefits contained herein, except for Article 3, (5.5) Article 4, paragraph 9, Article 7, section B, Article 10, Section C, paragraph 2, Article 16, section F, Articles 18, 19 and 20.

**ARTICLE 2
NEGOTIATION PROCEDURES**

- A. It is understood that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may, from time to time, arise of vital mutual concern to the parties, which have not been fully or adequately negotiated, between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

- B. Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set and held not more than fifteen (15) days following such request. Request for negotiations may be made at any time after January 15, immediately preceding expiration of the contract. There shall be a joint exchange of proposals or a mutually accepted procedure to initiate negotiations.
- C. In the event a new contract is not executed prior to the termination date of the current Agreement, all items of the current contract except those that were the subject of negotiations will be carried forward. In addition, the District will not reduce the salaries or the monthly dollar contribution it pays per employee for employee health insurance benefits.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or negotiating representatives of the other party, and each party may select its representatives from within or from outside the school district.
- E. While no final agreement can be reached by the representatives of either side, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, reach compromises and sign tentative agreements in the course of negotiations.
- F. The Union agrees to submit first to ratification of the final and complete tentative Agreement.

ARTICLE 3 GRIEVANCE PROCEDURE

Section A - Declaration of Purpose

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

Section B - Definitions:

- 2.1 **A GRIEVANCE** is a complaint by a unit member or group of members of an alleged violation of any of the terms and conditions of the Agreement.
- 2.2 The term **SUPERVISOR** shall mean any principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises, except for the Chief School Officer.
- 2.3 The **CHIEF SCHOOL OFFICER** is the Superintendent of Schools.
- 2.4 The **UNION** shall mean the Cortland United Teachers.
- 2.5 **AGGRIEVED PARTY** shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.6 **PARTY IN INTEREST** shall mean any party named in a grievance who is not the aggrieved party.
- 2.7 **HEARING OFFICER** shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance hereunder.

- 2.8 **UNIT MEMBER** shall mean any professional certified or licensed personnel who are recognized under Article 1.

Section C - Procedures:

- 3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of the 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 party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for informal decisions at Stage 1 A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Forms for complying with this requirement are found in Appendix D. Each decision shall be promptly transmitted to the unit member and the Union.
- 3.3 If a grievance affects a group of unit members and appears to be associated with system-wide policies, it may be submitted by the Union directly at Stage 2 described below.
- 3.4 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 Agreement shall be avoided.
- 3.5 The Board of Education and the Union agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
- 3.6 Except as otherwise provided in Articles 5.1 a and 5.1 b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- 3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents, will be jointly developed by the Board and the Union. The Chief School Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 3.9 All documents, communications, and records dealing with the processing of grievance shall be filed separately from the personnel files of the participants, however a cross-reference document will be placed in the personnel file referencing to the grievance file; a separate grievance file will be maintained cross-referenced also to the individual personnel file.
- 3.10 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- 3.11 If any provisions of this grievance procedure, or any application thereof to any unit member or group of members in the negotiating unit, shall be finally determined by any court to be contrary to law, then such

provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

- 3.12 The Chief School Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 A, and all written decisions at all stages. The official minutes will be kept on all proceedings in Stages 2, 3, and 4, and the expense for the same shall be shared equally by the Board of Education and teachers. A copy of such minutes will be made available to the aggrieved party within two (2) days after the conclusion of hearings at Stages 2, 3, and 4, so they may advise the appropriate hearing officer of any errors in said minutes. Any such claim or error in the minutes shall become a part of the Official Grievance Record, and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board, but shall not be deemed a public record.
- 3.13 The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided.

Section D - Time Limits:

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty-five (25) school days after the unit member knew or should have known of the act or condition on which the grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued, and further appeal under this Agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Union within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5 In the event of a grievance filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is possible.
- 5.1 Stage 1: Director, Supervisor, or Principal, whichever is appropriate.
- a) A unit member having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his decision, will not consider any materials or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the unit member submits the grievance through a representative, the unit member may be present during the discussion of the grievance. The Supervisor will reply within five (5) school days after the conclusion of the informal conference.
- b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the unit member, his/her representative, and the Union.

5.2 Stage 2: Chief School Officer

- a) If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the unit member shall, within five (5) school days, present the grievance to the Chief School Officer for his/her consideration, in writing.
- b) Within ten (10) school days after receipt of the appeal, the Chief School Officer, or his duly authorized representative, shall hold a hearing with the unit member and all other parties in interest.
- c) The Chief School Officer shall render a decision in writing to the unit member, and his/her representative within ten (10) school days after the conclusion of the hearing.

5.3 Stage 3: Board of Education

- a) If the unit member and the Union are not satisfied with the decision at Stage 2, the unit member will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief School Officer shall be available for the use of the Board of Education.
- b) Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearings shall be conducted in executive session.
- c) Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

5.4 Stage 4: Arbitration

- a) After such hearing, if the unit member and/or Union are not satisfied with the decision at Stage 3, and the Union determines the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to The American Arbitration Association within fifteen (15) school days of the decision at Stage 3. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions of the issues.
- b) The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement, nor make any decision, which requires the commission of an act prohibited by law.
- c) The decision of the arbitrator shall be final and binding upon all parties.
- d) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Union.
- e) No arbitrator shall discuss more than one grievance at the same time as a series of hearings, except by mutual agreement between the parties.

5.5 3020-a Alternate Procedure

- a) In the event a tenured unclassified unit member is served with charges brought pursuant to Section 3020-a of the New York State Education Law, the tenured unclassified unit member shall have the option to either proceed to a hearing as provided in Section 3020-a or to utilize the grievance and arbitration procedure set forth in this article under Section 5.5.
- b) If the majority of the Board of Education finds grounds for bringing charges against a tenured unclassified unit member as provided by Section 3020-a of education law, then a written statement of the charges and an outline of the employee's rights under the alternate procedure this article provides shall be forwarded to him or her by the District Clerk.

- c) The employee must notify the District Clerk in writing within ten (10) days of receipt of the charges whether (s)he desires a hearing on the charges in accordance with Section 3020-a or elects to proceed to grievance arbitration under this article. Selection of grievance arbitration prohibits the District from proceeding under Section 3020-a of education law.
- d) An employee who elects a hearing under 3020-a has waived his or her right to proceed to grievance arbitration under this article.
- e) An employee who elects grievance arbitration under this article has waived his or her right to proceed under Section 3020-a of the New York State Education Law.
- f) Within five (5) days after an employee's selection of grievance arbitration, the Union shall file a demand for arbitration with the American Arbitration Association.
- g) The selected (or designated) arbitrator shall hear the matter promptly and shall issue his or her decision in accordance with the Expedited Rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall issue his or her findings or facts, opinions and conclusions on the issue(s) submitted. The decision of the arbitrator shall be final and binding on both parties.
- h) It is understood and agreed by the parties that the burden of proof on the charges lies solely with the School District.
- i) The cost for the services of the arbitrator will be borne by the School District.
- j) It is understood by the parties that if an employee is suspended under this Article, such suspension will be with full pay for one hundred thirty five (135) school days from the time the charges on the employee are delivered or the final disposition of this matter whichever comes first. The District agrees that if someone chooses the grievance arbitration procedure, (s)he will be advised of the proposed penalty.
- k) The parties agree under Section 5.5 of this Article to utilize the Expedited or Streamlined Labor Arbitration Rules of the American Arbitration Association as determined by the District.
- l) No tenured unclassified unit member under this section shall be terminated or suspended without just cause.

**ARTICLE 4
UNION MEMBER AND UNION RIGHTS**

A. Unit Members' Rights:

- 1. Unit Members shall have the right to advance notice, by the preceding Friday, of meetings scheduled for the following week, except for emergency meetings called by the Chief School Officer.
- 2. No meeting shall be scheduled a day before a multiple day vacation (school day) and/or on Friday, except in the case of an emergency called by the Chief School Officer.
- 3. Unit Members shall have the right to take an active part in the civic life of the community.
- 4. Unit Members shall have the right to have a voice in the decision-making process relative to curriculum changes and/or revisions.

5. A substitute shall be provided by the Board of Education when a unit member attends administratively approved educational conferences, and said unit member shall be reimbursed for expenses incurred by said conferences.
6. Visiting days may be granted, when requested, for the purpose of studying other school programs, by approval of the Superintendent.
7. Each unclassified unit member shall have at least a thirty (30) minute uninterrupted duty-free noon period each day to be used at his/her discretion.
8. Any member of the bargaining unit or their respective families will not be subject to coercion, interference, restraint, discrimination or reprisal by any administrator of the District, nor its Board of Education. Any member of the bargaining unit shall not coerce, discriminate, restrain, interfere, or attempt reprisal against any member of the Administration, Board of Education, or their respective families.
9. Unit members whose positions have been abolished may have seniority rights to remain in the system and to be reassigned in areas where they are certified, consistent with provisions of 2510 of the Education Law, Part 30, Chapter 1, of the Regulations of the Board of Regents or Civil Service Law whichever are applicable.
10. In case of death of a unit member in service, effort shall be made to release those unit members desiring to attend the funeral, provided there is adequate class coverage.
11. For the purpose of discussion of unit members' professional conduct, such discussion by an administrator or supervisor shall be held privately.
12. The seniority date for each employee shall be established as beginning with his/her most recent date of hire with the School District. The seniority date for Teaching Assistants hired on or before August 26, 2003 shall be their date of first permanent classified appointment in the Cortland Enlarged City School District.
13. Layoffs for R N's only shall be made by reverse order of seniority and recall by order of seniority. In the event of layoff, affected employees shall remain on the recall list for seven (7) years. Before filling any subsequent vacancy, the District shall offer said position to those on recall first. If recall rejected, this person will be dropped from recall list and lose all seniority and rights.
14. Social workers shall receive the benefits of the contract as they apply to teachers.

B. Union Rights:

1. Every first (1st) and third (3rd) Wednesday after 3 p.m. shall be reserved for regular union meetings.

The second (2nd) and fourth (4th) Wednesdays of each month shall be reserved for Union committee meetings. However, the District may schedule meetings on these days which involve unit members with the understanding that such attendance is optional on the part of the unit members.

No reservation applies to the fifth (5th) Wednesday of any month and the Chief School Officer may call a District meeting whenever (s)he deems necessary.
2. Unit Members serving on District and State committees shall be relieved of duty at an hour, at the discretion of the Superintendent or principal, to insure timely arrival. The Board shall provide a substitute for delegate representatives attending the Retirement System meeting.

3. The Board of Education will pay the salaries of not more than three (3) teachers while attending the Representative Assembly. No personal leave days shall be deducted for such three (3) regular teachers.
4. The Board of Education will pay for substitutes for up to (2) days for participating in the Committee of 100 days.
5. The Union will share the responsibility of planning and implementing all in-service programs or workshops at the local level.
6. In the event of the abolishment of the tenure law as it is currently written the Board of Education would agree to negotiate a fair dismissal procedure which would afford those unit members currently on tenure fair dismissal rights. This procedure would include charges for cause, appropriate hearing, and the right to counsel.
7. Unit Members would be allowed a professional courtesy of waiver of non-resident tuition if they are not residents of the District but wish to have their children attend our schools. Such attendance, and the school to be attended, would only be allowed if it did not create an imbalance in any of our class sizes or programs.
8. Bargaining units outside the Cortland City School District will not have access to unit members' mailboxes.
9. The Union president or designee, upon central office approval, will be allowed two (2) man days per year to attend meetings called by Union affiliates. If the appropriate central office administrator determines that such meeting is of importance and interest to the School District, the District will pay for the substitute teacher involved and the day will not be charged to the president. If in the opinion of the central office administrator such meeting is not of importance or interest to the School District, the president may still attend; however, the District would be reimbursed by the Union for the daily rate of pay of the Union president, and no days would be charged against the president if they were reimbursed.
10. If the president of the Union is from the Junior-Senior High School, (s)he would be relieved of a homeroom-type duty; if from an elementary school (s)he would have a duty-free lunch hour, and not have safety patrol or bus duty.

**ARTICLE 5
SALARIES AND PROFESSIONAL COMPENSATION**

All salaries and professional compensation shall be negotiated for all personnel represented by the Cortland United Teachers.

2007-2008	3.50% exclusive of the cost of longevity for each returning teacher
2008-2009	4.00% exclusive of the cost of longevity for each returning teacher
2009-2010	4.00% exclusive of the cost of longevity for each returning teacher

**ARTICLE 6
UNIT MEMBER EMPLOYMENT AND RECRUITMENT**

- A. The regular period of employment in any fiscal year for ten (10) month employees shall be from September 1 through June 30, less
 1. released non-school sessions as defined by approved school calendar and any other legal holidays;
 2. authorized leave as approved within board policy;

3. Special leave as provided by special board action.
 4. In no case shall said period of employment exceed one hundred eighty seven days for 2000-2001, and one hundred eighty seven days thereafter one of which shall be a bargaining unit member work day, and with the additional day designated for professional staff development.
 5. The normal workday for Registered Nurses shall be seven (7) hours per day.
 6. Any day that school is closed due to snow, health, or energy considerations and becomes a make-up day shall be considered part of the normal term of employment.
- B. Unit Members are encouraged to join actively in the local, state, and national professional organizations.
 - C. Unit Members hired by this school district may be given credit for all full-time prior teaching service, four (4) years of military service, two (2) years of Peace Corps service, and up to ten (10) years equivalent industrial or commercial experience to their teaching assignments. Unit members may not be placed on any step of the salary schedule higher than that commensurate with all prior service.
 - D. It shall be the privilege of the Executive Committee of the Cortland United Teachers to review salary agreements of all unit members in order to ascertain the adherence to hiring and promotion policies, so long as it does not run contrary to the Freedom of Information Law.
 - E. The Cortland United Teachers shall actively assist the Board of Education in the recruiting of unit members and the orientation of the same to the system after being hired.
 - F. Salary agreements are not to include items that are in violation of this agreement.
 - G. In the event a unit member is rehired after July 1, 2007, all previously accumulated sick leave will be restored.

**ARTICLE 7
UNIT MEMBER ASSIGNMENT**

- A. Unit Members, other than newly-appointed unit members, will be notified of the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes they will have for the coming school year, as soon as practicable and, under normal circumstances, not later than the close of school in June. In general, exceptions will be unfilled positions or late resignations or retirements.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study. If an assignment is necessary outside of a teachers' area of certification, (s)he will be notified as soon as practical, but no later than the end of the school year, of such change in assignment, with a full explanation as to the need for the change. Teachers who desire a change in assignment will file a written statement of such desire with the Superintendent of Schools not later than April 1, and the written statement shall include a full explanation of the reasons for such request.
- C. In making changes in grade assignments in the elementary schools and in subject assignments in the secondary schools, and involuntary transfer of Registered Nurses, the seniority, convenience, and wishes of the individual will be honored to the extent that these do not conflict with the best interests of the school system and the pupils.
- D. Assignments will be made without regard to race, creed, color, religion, nationality, sex, or marital status.
- E. No unit member shall be compelled, without due explanation or justification, to assume the responsibilities of another unit member.

F. Part-time Unit Members

1. Sick, personal and family days will be prorated to part-time people according to the percentage that they are being paid.
2. Eligibility for longevity increments will accrue to their percentage of being paid, i.e., someone being paid fifty (50%) percent would accrue one half year towards longevity. The District's current longevity practice with respect to Registered Nurses will be continued.
3. Health/Dental Insurance Eligibility: Anyone working between fifty (50%) and seventy-four (74%) percent would be eligible for seventy-five (75%) percent of the benefit. Anyone working above seventy-five (75%) percent would be eligible for one hundred (100%) percent of the benefit (this would mean whatever contribution the District were paying would be multiplied by the applicable percentage for those between fifty (50%) and seventy-four (74%) percent. This would start with anyone employed after July 1, 1984.

G. Last Week of School:

Once the District has satisfied all the legal mandated days of session, and length of session for grades K-6, the District will provide for early dismissal on two (2) days as follows: one being a half day with no students and the second day being a full day with no students, with the final day of the school year as per past practice of the parties.

- H. The Union shall actively assist the Board of Education in the recruiting of nurses and the orientation of the same to the system after being hired.

**ARTICLE 8
WORKING HOURS AND CLASS LOAD**

Working hours and class load shall be negotiated when the parties to this Agreement determine that the workload and/or class size are in excess of good educational practices (See Board policy statement, if any).

All unit employees are expected to be at work each day school is in session (to include Regents Examination days and all other testing days as the case may be), except as otherwise permitted by a specific and express provision of this agreement or with the written approval of the Superintendent of Schools.

The work day for teaching assistants will be in accordance with the previously negotiated 7 ¼ hour work day. The District shall retain the right to establish the starting time and ending time for each teaching assistant within the 7 ¼ hour day which shall include an unencumbered lunch for at least ½ hour.

Social workers planning time and scheduling shall continue, as is practice.

**ARTICLE 9
SCHOOL CALENDAR**

- A. A tentative school calendar shall be given to the Union before presentation to the Board of Education.
- B. The Union shall have the right to review the tentative school calendar and to present suggested changes and/or revisions.
- C. 1. The Chief School Administrator shall establish the starting time and the closing time for each school, provided that no unit member shall be required to report for duty nor to remain on duty outside the time students are in the school, except when necessary to provide appropriate level of student supervision the district can assign teaching assistants a flex schedule.

- 2 Each unit member shall establish a schedule for hours, both prior to the regular school day and subsequent to the regular school day, whereby students will be given or may request extra help. Time for extra help and faculty meetings shall be deemed to be within the regular duties of a unit member.

Each unit member must understand it is a professional obligation to provide extra help for students. This extra help may be offered before school, during the school day, or after school, upon student or teacher request.

- D. Unscheduled periods shall be designated as planning or preparation periods.
- E. If for reasons of energy days, snow days, health days, etc., the school district should not be able to meet its one hundred eighty (180) day requirement and would suffer loss of state aid as a result thereof, there would be a pro rata salary deduction for each day's loss of state aid to the school district.

ARTICLE 10 VACANCIES AND TRANSFERS

A. Vacancies

Notification of new positions and/or vacancies shall be posted in all school buildings as they occur and a copy of such notification shall be sent to the president of the Cortland United Teachers. Those unit members interested in applying for any vacancy should submit written notice to the Superintendent or his/her designee, before the close of each school year, notice of their interest in the specific position.

- B. Nothing in this section shall prevent the District from filling a position prior to the end of the school year.

C. Transfers

1. The consideration for transfer within the system shall be extended to all members.
2. As a matter of general policy on transfers within the school system, all transfers shall be made only when they are mutually agreeable. In the event such transfers cannot be agreed upon mutually, the Superintendent shall hold a hearing with the parties involved and then render a final decision. In no instance shall a teacher lose tenure because of such said Superintendent's decision.
3. The building representative of the recognized bargaining unit shall not be arbitrarily or capriciously transferred.

ARTICLE 11 WORKING CONDITIONS

Parent Conferences

- A. Scheduling of parent conferences for each school shall be arranged by mutual agreement between the principal and the teachers of that building, subject to the approval of the Superintendent or his/her designee.

- B. 1. Released time from teaching for administratively approved parent conference requests shall be available to elementary teachers as follows:

Under 10 conferences	No substitute
10 - 20 conferences	One half day
21 - 30 conferences	One day
31 - 40 conferences	One and one half days
41 + conferences	Two days

2. Released time from teaching for administratively approved I.E.P. grades 1-12 conferences shall be available to Special Education teachers as follows:

0 - 20 conferences

One day

- C. All actually scheduled parent conferences, whether parents maintain and fulfill said conferences, shall be recognized as a parent conference by the Superintendent or his/her designee.
- D. Substitute for the teacher shall be provided by the Board of Education subject to approval of the Superintendent or his/her designee. Such substitutes will be brought in as soon as practicable to provide one half-day release time. Any other arrangements for released time for parent conferences shall be made by mutual agreement between the building principal and the teachers of that building subject to the approval of the Superintendent or his/her designee.

ARTICLE 12 ACADEMIC FREEDOM

- A. Academic Freedom shall be guaranteed to unit members with no special limitation.
- B. Freedom of individual conscience, association, and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

Individual Freedom - The private and personal life of a bargaining unit member is not within the appropriate concern or attention of the Board or administration except as it may interfere with the bargaining unit member's responsibilities to and relationships with students and/or the school system, and/or impair his ability to fulfill his bargaining unit member duties.

ARTICLE 13 PROTECTION OF UNIT MEMBERS

- A. Protection shall be provided in accordance with Sections 3023 and 3028 of the Education Law.
1. Principals and unit members shall be required to immediately submit two copies of all cases of assault suffered by unit members and/or civil actions filed against them in connection with their employment, to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report, and shall forward one (1) copy of the report to the school attorney.
 2. The school board attorney shall inform the unit member of his/her rights under the law, and shall provide such information in a written document.
 3. The school board attorney shall notify the unit member of his/her readiness to assist the unit member, as follows:
 - a. By obtaining from the unit member, the principal, and/or the police, relevant information concerning the incident.
 - b. By accompanying the unit member in Court appearance, and
 - c. By acting in other appropriate ways as liaison between unit member and police and Courts.

B. Legal Counsel

The Board agrees to provide, at no expense to the unit member, legal counsel to defend any action arising out of an assault on a unit member or any disciplinary action taken against a student by a unit member to the extent permitted by law.

C. Compensation for Lost Time

If an assault on a unit member results in loss of time, the unit member shall be paid in full, and such paid absence shall not be deducted from any sick leave to which such unit member is entitled under this Agreement. The unit member shall receive his/her regular salary, less Social Security and/or Workmen's Compensation benefits. All other benefits continue. These benefits shall be limited to a period equal to one contract year beginning from date of injury. The Board reserves the right to increase benefits in case of special merit, or in cases where undue hardship may be caused by rigid adherence to the regulations.

ARTICLE 14 IN-SERVICE EDUCATION

Continuing growth in knowledge and skills is the responsibility of teachers, administrators, and local boards of education. An important means of fostering professional growth is through in-service education.

A. In-service education will consist of those courses, programs, and projects undertaken by teachers while actively employed by the school district for the purpose of updating and improving their professional effectiveness and competence in the classroom.

B. The Board of Education will recognize any of the following in-service programs for salary credits:

1. In-service courses organized by colleges or universities;
2. In-service courses organized by related professional organizations;
3. In-service courses organized locally.

C. An in-service course will carry credit for salary purposes if

1. the course and admission to it are approved by the Superintendent at least one (1) week in advance of the starting date of the course.
2. the course is completed to the instructor's satisfaction;
3. proof of satisfactory completion of the in-service course is sent to the Superintendent by the teacher.

D. Instructors for in-service courses will be fully competent in their specialty, familiar with problems involved in classroom or administrative implementation of the materials under consideration, and able to suggest creative approaches to better teaching.

E. Criteria for approval of in-service credit for salary purposes:

1. In general:
 - a. One (1) credit hour equals fifteen (15) in-class hours.
 - b. No more than one unexcused absence per credit hour will be allowed, but work missed by excused absence may be made up to the satisfaction of the instructor, and credit certified

upon its completion. (Excused absences will be those generally considered legal for public school non-attendance by the New York State Department of Education.)

- c. Before more than fifteen (15) in-service credit hours will be recognized for an individual for salary purposes, three (3) graduate credits must be completed, unless this requirement is specifically waived by the Superintendent.

F. Fractional In-service Credit:

Where a teacher has taken approved in-service courses of less than fifteen (15) hours, the teacher may accumulate such fractional parts until it totals a minimum of 15 hours. At that time they will bring in the approved certificate of completion for those courses. The District will then pay at whatever the current rate is at the time of completion of the last fractional part. If the total submitted exceeds fifteen (15) hours, there will be no carryover for any part above the fifteen (15) hours.

G. Tuition Assistance - Registered Nurses, ONLY.

The School District shall bear the cost of any approved training insuring that the employee would not suffer loss of normal wages or benefits as result of attendance at such training. The nurses are encouraged to work cooperatively with the Superintendent or his/her designee to develop in-service education programs for Superintendent's Conference Days.

ARTICLE 15 EVALUATION AND RECORDS

Observations/evaluations of teachers and RN's shall be done in accordance with the Professional Growth and Assessment Program. The Annual Professional Performance Review (APPR) shall be controlling if the collective bargaining agreement is in conflict with the APPR.

The teaching assistant evaluation form (attached to APPR) shall be used for formal, informal and year end summative evaluations. Administrators may substitute year end summative evaluations for formal and/or informal evaluations.

A. Unknown Observation

All observation of work and performance of unit members will be conducted openly and with full knowledge of the member. Such observations for evaluations shall be done in one's workstation. Observation and evaluation of unit members shall be on going, and done only by a qualified member of the certified staff.

B. Outside Activities

Unit Members' non-participation in voluntary extra-curricular, community, church, club, or social activities shall not be a valid consideration for evaluating unit members' performance.

C. Personnel Files

Before copies of formal evaluations and derogatory materials are forwarded to the unit member's personnel file, they will first be signed by the employee with the express understanding that such signature indicates neither agreement or disagreement with the contents. The employee shall also have the right to submit a written response to such material and the response will be reviewed by the Superintendent and attached to the subject material.

D. Evaluation Report, Conference, and Comments

A written report will be made of each classroom observation or evaluation that is to form a part of the unit member's personnel record. The date as well as the starting and stopping time of the observation will be

included on the eventually agreed upon evaluation form. A copy of every such report shall be furnished to the employee involved promptly after such observation or evaluation, and within one (1) week after the delivery of a copy of such report to the employee, a conference will be held between the supervisor and the employee to discuss such report, unless both the supervisor and the employee initial the evaluation form indicating that such conference has been dispensed with.

E. Review of Personnel File

A unit member will be provided upon request, an opportunity to review and make copies of non-confidential personnel data concerning himself/herself from the files contained in the Board of Education office. An employee will be entitled to have a representative of the Union accompany him/her during such review. Only those having an official right or reason for doing so may inspect an employee's file and said file shall not be open to public inspection except upon specific consent by the employee and the Union. Information contained in the files maintained by the building principal, department chairpersons, or other administrative or supervisory personnel of the school district shall not be reviewable by members of the staff unless and until such material is transferred to the official personnel file maintained at the Board of Education office, except upon specific consent by the employee and the Union, subject to the provisions of the Freedom of Information Law or judicial subpoenas.

F. Response to Derogatory Materials

No material derogatory to a unit member's conduct, service, character, or personality will be placed in his/her personnel file unless the employee 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 employee 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.

G. Report of Special Achievement

Administrators are hereby encouraged to place in the unit member's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic or professional nature. Any such materials received from outside competent, responsible sources shall be included in the employee's file.

H. Revision of Evaluation Procedure

It is hereby agreed that the purpose of an evaluation procedure is continually to strengthen and improve the quality of education in the Cortland Enlarged City School System. The evaluation forms mutually agreed upon by the Superintendent and the Union will be the instruments of formal evaluation. Nothing contained herein, however, will preclude the addition of any supplemental material by the evaluator to the evaluation form so long as the unit member has the same opportunity to review that supplemental material.

**ARTICLE 16
SICK LEAVE**

- A. Sick leave will be granted at the rate of one day per month of employment (see Addendum, page 42-43). Sick leave may be used any time during the current year of employment. Any sick days paid, but not earned, will be deducted upon termination of employment. Additional sick leave may be granted to individual unit members in extenuating circumstances by the Superintendent of Schools or his designee.

Any and all medical visits for a unit member are eligible for a charge off to sick leave.

- B. Actual sick leave will be computed by deducting the previous year's actual sick leave from the individual's cumulative total plus the original days added for the following year.

- C. When a deduction is made for absence in excess of days allowed, it will be at the rate of:
- 1/200 of annual salary for ten (10) month employees.
 - 1/220 of annual salary for eleven (11) month employees.
 - 1/240 of annual salary for twelve (12) month employees.
- D. Sick leave may be used for any period of physical disability including pregnancy. At the District's request, the period of physical disability may have to be confirmed by a physician. Non-paid leaves may also be applied for.
- E. Catastrophic Sick Leave Bank
1. Each new unit member must enter the bank and donate one (1) day each year for two (2) years to the bank.
 2. Each unit member may use the bank if:
 - a. Illness or disability has resulted in long-term continuous absence.
 - b. His/her sick leave is exhausted.
 - c. The Review Board has examined the criteria and has approved usage of days from the bank.
 3. The Review Board shall be composed of four (4) members, two from the bargaining unit and two (2) appointed by the District administration. This Board shall be responsible for the development of an appropriate application form and procedures to be followed. The Board may require a doctor's certificate or the presence of the employee in its evaluation for the request of the employee in its evaluation for the request for the usage of days from the bank.
 4. Days donated to the bank remain in the bank if the employee decides to resign or retire from the School District.
 5. When the balance in the bank falls below fifty (50) days, each employee will contribute one half day to the bank. The School District will add one-quarter day for each half day contributed by the employees.
 6. Under normal circumstances the maximum number of days an individual may draw from the bank, as the result of any one illness or disability shall be ninety (90) days. However, under extenuating circumstances upon the recommendation of the Review Board an employee may continue to draw such benefits from the bank beyond this ninety (90) day limit as is deemed appropriate.
 7. This sick leave bank is not to be used in a case of normal pregnancy or illness in the family. It is for the sole use of catastrophic illness of the employee of the School District.
 10. The contribution by each employee shall be in effect for the first two (2) years of the bank, which then would establish without any use approximately four hundred (400) days. Any new employee who comes into the School District who has not contributed to the bank will have to contribute one (1) day for each of their first two (2) years of employment. Then the employee will only have to make an additional contribution pursuant to item 6 above.

**ARTICLE 17
TEMPORARY LEAVE OF ABSENCE**

A. Sickness or Death in Family (Short-Term Leave)

In case of illness or death in the family full salary will be granted for the first five (5) days. In excess of five (5) days in such cases, deductions will be made at the rate of 1/200 of the full yearly salary for ten (10)

month employees, leaving intact the ten (10) day accumulated sick leave benefits. In the case of eleven (11) month employees, deductions will be made at the rate of 1/220 of the full yearly salary, leaving intact the eleven (11) day yearly-accumulated sick leave benefits. In the case of twelve (12) month employees, the deductions will be made at the rate of 1/240 of the yearly salary, leaving intact the twelve (12) days yearly-accumulated sick leave benefits. For each unused four (4) family days (no fractional parts to be considered) two (2) days will be added to the accumulated sick leave. Additional family leave, which will be deducted from sick leave, may be granted to individual unit members in extenuating circumstances by the Superintendent of Schools or his designee.

Administrative efforts to determine the validity of the leave are not precluded by this Agreement.

Family defined for illness in the family:

“Those domiciled with the unit member or first degree of kinship or one who stands in loco parentis.”

Family defined for death in the family:

"Parent, grandparent, grandchild, wife, husband, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, or member of the immediate household."

"Any and all medical visits for a member of a unit member's family herein defined as those domiciled with the unit member or first degree of kinship, or one who stands in loco parentis are eligible for charge off to family leave."

B. Absence for Personal Reasons

In case of jury service, court attendance, and other unusual conditions, deductions shall be exempted only by the Board of Education. All employees subpoenaed as witnesses or jurors will be paid the difference between the fee received as such witness or juror and the salary they would have received during such period served as such witness or juror.

Unused personal days will accumulate as sick leave as specified in Article XVII. In general, personal leave will be granted in connection with matters which cannot be taken care of outside of regular school hours, and for reasons of a nature serious enough as to cause extreme inconvenience and/or hardship.

Three (3) days per year, non-cumulative, are allowed for personal business. Such reasons as recreational, social, and shopping activities are not valid reasons for such leave. (It is important for each individual to consider carefully any such request in the light of his/her own and generally acceptable professional and ethical standards.)

Request for such absences will be made through the building principal to the office of the Superintendent for approval by submitting a completed personal leave form supplied by the building principal. Such form must be in the Superintendent's office (twenty four (24) hours in advance of the date requested (except in cases of emergency when advance notice cannot be given.) Employees need not specify the exact nature of the use of the personal business day if the reason is listed below. They should, however, indicate the category, i.e., legal, funeral, etc. In days other than special days, it should be clearly understood by all parties concerned that the building administrator may question the applicant to determine if the proper category is being designated and if the request is covered by the personal leave article.

- a. Legal Matters - House closings, income tax hearings, adoption proceedings, court appearances, probating wills, etc.
- b. Funerals - Attendance at funeral service for a person, the nature of whose prior relationship to the employee warrants such attendance.
- c. Ceremonies - Graduation of employee, spouse, or child; day of wedding ceremony; significant honors and awards ceremonies involving the employee or immediate family.

- d. Education - Attending educational meetings not covered by professional trip regulations; required parental visits by parents to colleges; professional advancement.
- e. Religious Observances - Where one's presence is required in a house of worship to participate in religious ceremonies or the recognized religious belief forbids work on that particular day.
- f. Community Service - Specify exact nature of service.
- g. Special Day - This day may be used ONCE each year. It cannot be used for any recreational, social, or shopping type activity. This day shall still be in compliance with the nature of this article.

If the reason is not listed above, the employee is to state the specific reason for review by the principal, and the office of the Superintendent. Additional personal leave, which will be deducted from sick leave, may be granted to individual unit members in extenuating circumstances by the Superintendent of Schools or his designee.

Days off without pay may be granted for items of a very serious personal nature, if approved by the Superintendent of Schools or his designee. The personal day form shall be used for this purpose.

A unit member may be permitted to take a personal leave day which may occur, by way of circumstances beyond the control of the unit member, on a day immediately preceding, or subsequent to, a school vacation. In such an unusual situation, the unit member and Chief School Administrator shall consult as to the propriety of such a leave.

One (1) day shall be allowed to persons summoned to report for physical examination by the draft board without loss of compensation.

ARTICLE 18 EXTENDED LEAVES OF ABSENCE

Conditions for Leave of Absence

All such leaves shall be at the discretion of the Board of Education, and such leaves shall be without payment, salary advancement or seniority accrual. (This applies to all except leaves for military service).

A. Personal Illness

Personal application must be made for leave for one semester, which may be renewed by semesters or annually, but may not exceed two (2) consecutive school years. A physician's certificate of the applicant's health may be required with the application, and also certification of fitness of health upon the applicant's return to duty.

B. Parental Leave

This leave shall not be restricted to either sex. Parental leave and its length shall be determined jointly between the applicant and the Superintendent of Schools, with the approval of the Board of Education. Failure to make formal application shall be deemed to create a vacancy. All leave time is non-paid. The application of the leave shall be administered consistently. If the person applying for such leave shall have a period of disability, confirmed by a physician, sick leave may be used in addition to or in lieu of this non-paid leave.

C. Illness in the Immediate Family

In case of illness in the immediate family (parent, wife, husband, child, brother, sister, and member of immediate household), leave may upon formal application, be granted for not less than one half (1/2) a school year nor for more than two (2) school years. These days are not cumulative.

D. Travel for Personal Improvement

Upon formal application, such leave is permitted for one half (1/2) a school year to one school year, once only in a five (5) year period, if recommended by the Superintendent.

E. Professional Study

Formal application is required for leave to study for a period of not less than one (1) school year nor more than two (2) school years. If leaves of absence for graduate study are granted to tenured unclassified unit members not otherwise eligible for sabbatical leave, they will be granted without forfeiture of tenure.

F. Military Service

The current law governs all grants for leave involving military service.

G. Health Insurance

Any unit member, while on approved leave of absence, may participate in the health insurance plan of the school district. Such participation shall be at the full expense of the employee. The employee will remit the full amount of the coverage desired on a mutually agreeable basis to the Board of Education.

H. Leaves of absence will not necessarily be limited to those above. Other leaves might be applied for which could include state or national officers of professional educational organizations.

I. Extended Leaves of Absence

Persons on an extended leave of absence shall give notice of returning to full-time employment at the expiration of said leave. This shall be done by March 1 or such failure to notify the Board of Education will constitute a resignation.

The Board of Education will remind individuals concerned by February 15 of their contractual commitments in this matter.

ARTICLE 19 SABBATICAL LEAVE

A sabbatical leave policy for the teaching staff has been adopted by the Board of Education, the details of which are as follows:

A. Policy:

Sabbatical leaves will be considered for teachers of the professional staff who meet the requirements set forth in this policy. Priority will be given to the applicant who seeks sabbatical leave for studies in the applicant's major field.

B. Purpose:

The objective of such leave is to increase each such teacher's value to the school system and thereby improve and enrich its program.

C. Eligibility

Certified members of the teaching staff who have completed at least six (6) consecutive years of service within the school system or who, if they previously have had a sabbatical leave, have completed at least six (6) consecutive years of service within the school system from the date of return from their last sabbatical leave, shall be eligible for a sabbatical leave. In computing consecutive years of service for the purpose of

Section C, periods of sick leave with salary shall be included; periods of leaves of absence other than sick leave with salary, and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

D. Terms and Conditions:

Sabbatical leaves will be granted for periods of one (1) year at rates not to exceed one half salary, or for periods of one half (1/2) year at rates not to exceed full salary. Salary computations shall be made on the basis of that step on the salary schedule on which the teacher would be located if sabbatical leave were not granted. Applicants for any leave must remain in the service of the Board of Education for two years after the expiration of such leave or, in the case of resignation within two years, refund to the Board such portion of the salary paid during the leave of absence as the unexpired portion of the two years shall bear to said period.

E. Applications:

Applications for sabbatical leaves shall be by letter submitted to the Board of Education through the Superintendent as far in advance as possible of the requested effective date of the leave, but in no event later than February 1 preceding the academic year during which the leave is requested, unless such requirement is waived by the Superintendent. Each application shall include a statement outlining the program to be followed while on leave, stating that the applicant intends to continue as a member of the teaching staff for two years upon his return, and stating that upon his return, the applicant will submit to the Board of Education a report of his accomplishments while on sabbatical leave. All applications will be on a yearly basis, and renewal for consideration necessitates reapplication.

F. Approval:

Approval of sabbatical leave applications shall be made within one (1) month of the deadline for submission of applications (February 1). (See also Section I).

G. Selection:

No more than two (2) sabbatical leaves shall be granted each year. The following weighing systems shall be adhered to in the selection of teachers for sabbatical leave:

<u>Type of Sabbatical Required</u>	<u>Possible Points</u>	
<u>Academic Program</u> (12 credits per semester or the equivalent as defined by the college).		
1. Degree program	(0 - 10)	} either of these
2. Area of specialization pertinent to any field of education	(0 - 10)	
3. Benefit to individual and district	(0-3)	(Max: 13 points)
<u>Travel Program</u>		
1. Combined with any requirements for academic program	(0 - 10)	} either of these
2. Fully defined with areas to be visited, time allotments, and purposes stated	(0 - 10)	
3. Benefit to individual and school district	(0 - 3)	(Max: 13 points)

Research and Writing

- 1. Plan defined carefully; time allotments stated (0 - 5)
- 2. Plan approved by (some authority) (0 - 3)
- 3. Benefit to individual and school district (0 - 5)
(Max: 13 points)

One half (1/2) shall be granted for each year of experience in the system beyond the first seven (7), up to a maximum of thirteen (13) points.

The proposal itself may rate from zero to thirteen (0-13) points as outlined in each category.

An individual must receive at least thirteen (13) points to be granted a sabbatical.

H. Status

Members of the teaching staff receiving a sabbatical leave may return to the same subject area, course subject and/or grade level in the same building as when leave was granted insofar as possible. The year taken as a sabbatical leave shall be considered as a year of service in the system with subsequent advancement on the salary schedule. All salary-related benefits shall continue to accrue.

I. Variances

In the event that a sabbatical leave grantee resigns his approved sabbatical leave prior to June 1, the Board of Education shall reconsider applications on file for the current year and shall make a selection from among them.

J. Sabbatical leave will be finally granted when the further conditions of obtaining a substitute who satisfies the requirements of the Board of Education and of the department for the position is met.

**ARTICLE 20
TERMINAL LEAVE**

- A. 1. The District and the CUT agree that when a member of the professional staff is leaving the employ of the school district for other employment opportunities, notice will be given ninety (90) days prior to the effective date whenever possible, with his/her letter of resignation. Resignation and subsequent employment in another District is the prerogative of the employee. It is also expected that if a current employee accepts employment with another employer, the employee must submit his/her resignation within fifteen (15) days after appointment by School District action or June 30, whichever occurs first. In order to provide the District with an enhanced opportunity to recruit a replacement, the District will provide the employee with health insurance eligibility for the two (2) months of July and August of the school year in which the employee resigns. The District shall, during these two (2) months maintain their level of contribution in effect prior to July 1st.
- 2. As a general policy, the Board of Education would give notice of termination of employment of probationary teachers, and those whose positions have been abolished, on or before May 15.

**ARTICLE 21
RETIREMENT INCENTIVE**

- A. First year of eligibility for unreduced retirement benefit pursuant to the New York State Teacher Retirement System of Employee Retirement System.

1. Teachers will be eligible to receive a retirement incentive equivalent to 50% of their salary and 50% of their extra-curricular stipends if the teacher has performed such extra-curricular service for the last five (5) years. Should a teacher retire who has not provided a specific extra-curricular activity service for the last five (5) consecutive years the teacher will be eligible to receive 50% of the average stipends he or she earned over the last five (5) years. (Aggregate stipends earned when providing service during the last five (5) years divided by five (5)). If a stipend for the extra-curricular activity has not been offered for the last five (5) years, this stipend averaging does not apply.
 2. Said retirement incentives (Teachers) shall be reduced 5% for each year of service less than fifteen (15) years of service in the Cortland City School District.
- B. Participation requires written notice of resignation for the purpose of retirement by March 1st with retirement effective at the end of the then current school year.
- C. For the 2004-2005 school year only, any teacher or RN eligible for unreduced retirement on or before July 1, 2005 is eligible for the retirement incentive in stipulation #1 provided written notification of resignation is submitted to the District on or before March 1, 2005.
- D. Anyone who reaches unreduced retirement benefit eligibility after June 30 of the then current school year but before February 1st of the ensuing school year will have the option of participating in the retirement incentive if they so choose. It is understood and agreed that any individual so choosing this option will retire as of June 30th of the then current school year and will be treated as if they became eligible on June 30th. It is understood and agreed that an individual not choosing this option is eligible to retire the next school year and receive the retirement incentive in stipulation #1.
- E. Those individuals already accepted into the Early Out/Late Stay Plan included in the July 1, 2000 – June 30, 2005 agreement will have the option of continuing in that arrangement or exercising their option to substitute the new Retirement Incentive benefit provided they exercise said option on or before March 1, 2005 and retire as of June 30, 2005. The individuals eligible for this option are: Sue Merry, Barb Tupper, Pat Rew, Jeff Spicer, Mary Lee Rohde, Jim Forshee, Pat Brooks, Nancy Governali, Lynn Meldrim and John Troy.
- F. Teaching Assistant Retirement Incentive
1. A teaching assistant qualifies when:
 - a) A teaching assistant is eligible to collect NYSTRS retirement benefits;
 - b) The teaching assistant retires by the end of the school year the teaching assistant is first eligible to receive unreduced pension benefits in accordance with NYSTRS;
 - c) Notification of intention to retire must be delivered to the district by March 1 of the year in which the teaching assistant intends to retire;
 - d) The teaching assistant must retire at the end of a school year.
 2. Teaching Assistants will be eligible to receive a retirement incentive equivalent to the greater of three thousand dollars (\$3,000) or the difference between the teaching assistants last year contract salary and the starting salary for a teaching assistant in the year the teaching assistant retires.
 3. Said retirement incentive shall be reduced by five (5) percent for each year of service less than fifteen (15) years of service in the Cortland City School District.
- G. Registered Nurse Retirement Incentive
1. A registered nurse qualifies when:
 - a) A registered nurse is eligible to collect NYSERS retirement benefits;
 - b) The registered nurse retires by the end of the school year the registered nurse is first eligible to receive unreduced pension benefits in accordance with NYSERS;
 - c) Notification of intention to retire must be delivered to the district by March 1 of the year in which the registered nurse intends to retire;

- d) The registered nurse must retire at the end of a school year.
- e) Registered Nurses will be eligible to receive a retirement incentive equivalent to the greater of three thousand dollars (\$3,000) or the difference between the registered nurse's last year contract salary and the starting salary for a registered nurse in the year the registered nurse retires.
- f) Said retirement incentive shall be reduced by five (5) percent for each year of service less than fifteen (15) years of service in the Cortland City School District.
- g) Registered Nurses are also eligible to exercise the provision of 41-j of the employee retirement system plan upon retirement.

H. NON-ELECTIVE EMPLOYER CONTRIBUTION

- 1. The District agrees to make a non-elective employer contribution for the amount the employee is entitled to under the Retirement Incentive section pursuant the attached Memorandum of Agreement. The Association and the District mutually agree to remit the non-elective employer contribution to the ING 403(b) Plan.

**ARTICLE 22
ACCUMULATED SICK LEAVE AWARD**

- A. Unit employees are eligible for \$62.00 for 2007-08, \$64.50 for 2008-09 and \$67.00 for 2009-10 per day of accumulated sick leave at the time of retirement provided:
 - 1. The applicant submits a letter of resignation for retirement purposes to the District prior to retirement; and
 - 2. The applicant is eligible to collect a benefit from the NYS Teachers Retirement System or New York State Employees Retirement System.
- B. These funds will be held by the District and used to pay retiree or surviving spouse share of the Health Insurance Premiums until exhausted.
- C. Should the retiree and/or surviving spouse not exhaust the credited fund amounts, the remainder of the funds will revert to the District.
- D. Unit members taking advantage of the Retirement Incentive are also eligible for the Accumulated Sick Leave Award.

**ARTICLE 23
INSURANCE PROTECTION**

- A. Health Insurance
 - 1. By action of the Board of Education, the School District employees may join the District Health Insurance Plan. This is a shared cost policy in which the School District bears varying portions of the cost, depending on individual or family policies.
 - 2. The District reserves the right to change insurance carriers, if licensed to operate in the State of New York, and/or plans, provided the schedule of benefits remains substantially the same or better than enjoyed prior to said change(s). The District agrees to provide a domestic partner rider limited to same sex couples.
 - 3. The Board shall contribute one hundred (100%) percent of the individual coverage premium and seventy five (75%) percent to twenty five (25%) percent split is applied for married couples, when both are under this contract.

4. Effective July 1, 1999, employees enrolled in the District's individual health insurance plan will be required to make a \$200 per year contribution towards the cost of the individual premium, in accordance with Section F. Effective July 1, 2008, the employees' contribution to the District's individual health insurance premium will be 3.6% in accordance with Section F. The District's contribution to the dependent share of the family premium shall be seventy-five percent (75%).
5. Bargaining unit members retiring during the term of this agreement will be given a one time option to retain the District's drug prescription card, not more than 120 calendar days prior to reaching the federal government's Medicare age eligibility requirements for coverage under Medicare.

Effective July 1, 1989 the District shall contribute seventy five (75%) percent of the individual premium coverage and fifty (50%) percent of the family plan coverage for retired bargaining unit members if they have been either enrolled in the plan for five (5) years or been employed by the District for ten (10) years prior to their effective date of retirement. A retiree's surviving spouse may elect to continue coverage at prevailing group rate provided that the deceased and surviving spouse were enrolled at the time of death. The Board shall contribute fifty (50%) percent of the premium cost for a qualified surviving spouse.

The co-pay under the prescription drug plan will be one (\$1) dollar for generic, and effective July 1, 2001, ten (\$10) dollars for brand name prescription drugs and zero (\$0) dollars for mail order.

B. Dental Insurance

For the 2007-2008 and 2008-2009 school years, the District agrees to pay seventy seven thousand dollars (\$77,000). For the 2009-2010 school year the District agrees to pay seventy-eight thousand six hundred twenty dollars (\$78,620). This pool will be used to pay bargaining unit member's uncovered dental bills. The pool will be governed by a committee appointed by the Union president with the Superintendent's approval. The system for reimbursement, once articulated, must be approved by the District.

C. Workers' Compensation

In case of accident occurring on school property, an employee is expected to report such accident to his/her principal and/or supervisor immediately, if employee is capable of reporting, or within one (1) day. Such accident also must be reported to the Board of Education office immediately, where an accident form will be filled out by a member of the central office staff; the injured employee is not to fill out such accident report himself/herself.

Unclassified unit members suffering compensable losses, as determined by the Workers' Compensation Board, shall be paid their current salaries while absent due to such injuries without loss of accumulated sick leave. Workers' Compensation benefits payable and received during such absence shall be reimbursed to the District. Any unclassified unit member so injured shall be entitled to receive his current salary only if Workers' Compensation benefits are payable to him.

Under this provision, payment of current salary shall terminate when Workers' Compensation ceases to be payable to the unclassified unit member. However, in no event will current salary in this provision be paid for more than fifty (50) school days. If the injuries sustained require absence beyond fifty (50) school days, the employee may elect to use his sick leave accumulation or accept the benefits under Workers' Compensation.

The award for a permanent partial or total disability is not transferable to the District.

- D. For Registered Nurses suffering compensable losses as determined by the Workers' Compensation Board shall be paid at their current salaries while absent from duty due to such injuries, without loss of accumulated sick leave. Workers' Compensation benefits payable and received during such absence shall be reimbursed to the District. Any employee so injured shall be entitled to receive his current salary only if Workers' Compensation benefits are payable to him. Under this provision payment of current salary shall terminate when Workers' Compensation benefits cease to be payable to him. However, in no event will

current salary in this provision be paid for more than fifty (50) workdays. If the injuries sustained require absence beyond fifty (50) workdays, the employee may elect to use his sick leave accumulation or accept the benefits under Workers' Compensation.

It is understood that the first seven (7) days' absence would be taken from the employee's accumulated sick time, and if the employee becomes eligible for Workers' Compensation, the first seven (7) days would still require the use of the employee's sick time.

E. Non-insured Personal Damages

The Board will provide a total of two thousand (\$2,000) dollars for payment of non-insured damages to personal property of unit members, occurring on school district property while they are acting in an official capacity. The Union will administer this program and submit to the Board prior to the conclusion of each school year, a documented voucher as to the type of damage, amount, and recommended compensation.

F. Flexible Spending

The District will maintain a flexible spending account to the extent permitted by law.

G. The retirement plan in effect for this contract for Registered Nurses shall be known as 75(I). (Those employees in the District prior to July 1, 1976 shall be totally non-contributory; for those employed on or after July 1, 1976 it shall be contributory pursuant to the provisions of the Coordinated Escalator Retirement Plan CO-ESC).

During the term of this Agreement, the District shall make available Section 41J of the New York State Employees Retirement System (Early Retirement).

H. For any Registered Nurse hired after July 1, 1985, an employee working at least four (4) hours daily and less than six (6) hours would qualify for seventy five (75%) percent of the current employer contribution to the health insurance program. An employee working six (6) hours or more daily, qualifies for 100% of the current employee contribution; anyone working less than four (4) hours daily is not eligible to participate.

ARTICLE 24 EXTRA-CURRICULAR ACTIVITIES

- A. Before compensation for an extra-curricular activity is contemplated, a statement of purpose, proposals, objectives, and estimated time involved shall be submitted to the Superintendent of Schools. The Superintendent shall determine if the activity has sufficient educational value to the District to warrant any additional compensation.
- B. Once the activity has been approved for compensation by the Superintendent, the remuneration shall be a matter of negotiation between the Union and the Board of Education.
- C. A degree of latitude in interpreting standards should be accepted by all parties concerned. An attitude of mutual respect and integrity is essential to avoid the need for time-clock regularity. Standards should be flexible enough so that time alone will not be the determining factor.
- D. The remuneration schedule is listed separately in Appendix B and C.
- E. Personnel recognized by this Agreement will be given preference in employment for extra-curricular positions for which they are qualified.

**ARTICLE 25
UNION-ADMINISTRATION
LIAISON COMMITTEE**

- A. Right to continue the Advisory Council between the Superintendent and unit members to consider matters of general interest and welfare. Copies of the minutes of these meetings shall be distributed to all schools. Members of the Council shall be selected from each school.
- B. Prior to each Board of Education meeting, a copy of the agenda shall be posted in each school office.
- C. It shall be the duty of the administration of each building to inform employees of matters of mutual interest and concern.
 - 1. The Union building representative shall meet with the building principal during the school year to review and discuss local problems and practices, when necessary.
 - 2. Each building representative shall have the right to schedule Union meetings before or after school if and so long as it does not interfere with the instructional program or supervisory responsibilities.
 - 3. The building representative shall be provided adequate time at faculty meetings to report on matters involving the Union.

**ARTICLE 26
DUES DEDUCTIONS**

- A. The Superintendent agrees to deduct from the salaries of unit members, dues for the Cortland United Teachers and the New York State United Teachers Association as said members individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such Union or Associations. Unit member authorizations will be in the form set forth below:

Name _____
Address _____

I hereby request and authorize the Cortland Enlarged City School Board to deduct from my earnings and transmit to the Union checked below, an amount sufficient to provide for regular payment of the membership dues as certified by such Union in equal payments every payday over the remainder of the school year and for succeeding school years. I understand that the Board will discontinue such deductions for any school year only if I notify the Board in writing to do so not later than September 15 of that school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the School Board and all of its officers from any liability therefore.

Teacher Organization(s) to:

Cortland United Teachers _____

New York State United Teachers' Association _____

Date: _____

Unit Member's Signature _____

- B. The Union will certify to the Board of Education in writing the current rate of membership dues of the Union named in Section A above. The Union will give the Board thirty (30) days written notice prior to the effective date of any change.

- C. The Union agrees to provide the Board of Education with the necessary authorization cards by October 1 of each year.
- D. The Superintendent agrees not to accord dues deduction or similar check-off rights to any other organization.
- E. The District will provide for a payroll deduction through the NYSUT Benefit Trust Program for any benefit offered by said trust except for any benefit which is offered by or through the School District.

**ARTICLE 27
MISCELLANEOUS PROVISIONS**

- A. 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. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Union, the Board will notify the Union in writing that it is considering such a change. The Union will have the right to negotiate such items with the Board, provided that it files such request with the Board within five (5) days after receipt of said notice.
- B. 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 shall be incorporated into and be considered a part of the established policies of the Board.
- C. Any individual arrangements, agreement or contract between the Board and an individual unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual arrangement, agreement 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, will be controlling.
- D. If any provisions of this Agreement, or any application of the Agreement to any unit member or group of members, 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.
- E. Copies of this Agreement shall be printed at the expense of the Board and made available to all unit members now or hereafter employed. Copies of said Agreement shall be made available within one (1) month after its acceptance.
- F. Taylor Law Revised: Agreement between public employers and employee organization.

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 THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAD GIVEN APPROVAL.

- G. Summer School

Personnel recognized by the Agreement will be given priority for employment in summer school positions for which they are certified.

- H. The Union will cooperate with the administrative staff to plan and initiate a program to train teacher aides, and the Union will provide members to participate in the training program. The administrative staff will discuss the utilization of aides with the staff within each building.

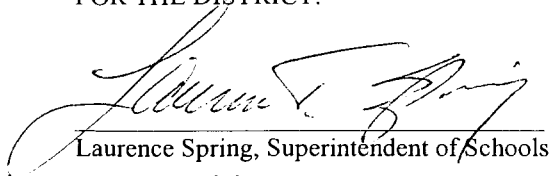
- I. A unit member who is designated to be "in charge" in the absence of the building administrator shall receive an annual stipend referenced in Appendix B-2. A reasonable effort will be made to provide substitute coverage for the "head teacher" class duties when the building administrator is absent for extended period of time.
- J. The District will reimburse the school therapist(s) annual fee required to maintain their certificates of clinical competence.

The District further agrees to reimburse unit members fees to maintain certificates or licensures beyond the minimal certificates and licensures necessary for employment. Said reimbursement shall occur when the District requests a unit member to use this extra certificate or licensure while providing a service to the District.

**ARTICLE 28
DURATION OF AGREEMENT**

This Contract shall be effective as of July 1, 2007 and shall continue in effect through June 30, 2010 respectively.

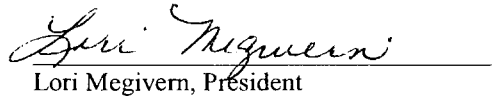
FOR THE DISTRICT:



Laurence Spring, Superintendent of Schools

Date: March 10, 2008

FOR THE CORTLAND UNITED TEACHERS:



Lori Megivern, President

Date: February 29, 2008

BO/njg
cwa 1141

APPENDIX A-1
CORTLAND CITY SCHOOL DISTRICT
TEACHER SALARY SCHEDULES

Step	2007-08	2008-09	2009-10
1	36,799	37,599	38,403
2	37,446	38,271	39,103
3	38,093	38,944	39,802
4	38,740	39,617	40,502
5	39,387	40,290	41,202
6	40,034	40,962	41,901
7	40,707	41,635	42,601
8	41,379	42,335	43,301
9	42,052	43,034	44,028
10	42,725	43,734	44,756
11	43,449	44,434	45,483
12	44,174	45,187	46,211
13	44,898	45,941	46,995
14	45,623	46,694	47,778
15	46,347	47,448	48,562
16	47,072	48,201	49,346
17	47,796	48,955	50,129
18	48,521	49,708	50,913
19	49,245	50,462	51,696
20	49,970	51,215	52,480
21	50,736	51,969	53,264
22	51,502	52,765	54,047
23	52,268	53,562	54,876
24	53,033	54,358	55,704
25	53,877	55,155	56,533
26	54,720	56,032	57,361
27	55,673	56,909	58,273
28	56,625	57,900	59,186
29	57,577	58,890	60,216
30	58,690	59,880	61,245

1. Salary - Exclusive of any additions: (Longevity, Tenure, Hours, etc.)
 - a) 2007-08 - Returning teachers will receive a minimum 3.5% increase over their 2006-07 salary rate plus any new longevity, masters' degree, tenure and hours money earned pursuant to the contract.
 - b) 2008-09 - Returning teachers will receive a minimum 4.00% increase over their 2007-08 salary rate plus any new longevity, masters' degree, tenure and hours money earned pursuant to the contract.
 - c) 2009-10 - Returning teachers will receive a minimum 4.00% increase over their 2008-09 salary rate plus any new longevity, masters' degree, tenure and hours money earned pursuant to the contract.

2. Extra Service
 - a) Up to four (4) years military service may be granted; up to two (2) years Peace Corps service may be granted.

- b) Up to one half (1/2) of longevity increments for credited service upon employment may be granted, with balance due on completion of any other criteria at those longevity steps.
3. Degrees and Hours
- a) Masters Degree from a recognized institution of higher learning will be worth four hundred (\$400) dollars. Effective for degrees acquired after July 1, 2007 additional Master's Degree and CAS from a recognized institution of higher learning will be worth \$500 and PhD and EdD shall be worth \$1,000.
 - b) Effective July 1, 1991 all approved graduate hours will be worth forty (\$40) dollars each.
 - c) The Chief School Officer or his/her designee must approve the credit hours to be taken for salary advancement. These must be graduate hours which are taken in graduate courses, or no credit will be given.
4. Tenure
- Effective July 1, 2007 and thereafter add seven hundred and fifty (\$750) dollars for teachers granted tenure.
5. Longevity
- a) Add one thousand (\$1000) dollars for any teacher beyond nine (9) years of credited service who has taught in the School District for at least five (5) years (Step 10).
 - b) Add one thousand (\$1000) dollars for any teacher beyond fifteen (15) years of credited service, having taught in the Cortland City School District for at least five (5) years (Step 16).
 - c) Add one thousand five (\$1,000) dollars for any teacher beyond nineteen (19) years of credited service who has been on tenure in the School District for at least five (5) years (Step 20).
 - d) Add one thousand five dollars (\$1,500) for any teacher beyond twenty four (24) years of credited service who has been on tenure in the School District for at least five (5) years (Step 25). Effective July 1, 1999, increase to one thousand five hundred dollars (\$1,500).
 - e) Add one thousand five hundred dollars (\$1,500) for any teacher beyond twenty nine(29) years of credited service who has been on tenure in the School District for at least five (5) years (Step 30).
 - f) Upon initial employment, the District may grant up to one half (1/2) the credited service applicable longevity. The remainder would become due as the unit member reached the "residency requirements contained in A) through E) above."
6. Summer School
- a) Basic Summer School rates will be:
 - 2007-2008 – One thousand seven hundred twenty dollars (\$1,720) per block.
 - 2008-2009 – One thousand seven hundred eighty-nine dollars (\$1,789) per block.
 - 2009-2010 – One thousand eight hundred sixty-one dollars ((\$1,861) per block.
 - b) Driver Theory course will get three fifths (3/5th) the basic course payment.
 - c) Road hourly rates will be:
 - 2007-2008 – Twenty-three dollars and eight cents (\$23.08) per hour.
 - 2008-2009 – Twenty-four dollars (\$24.00) per hour.
 - 2009-2010 – Twenty-four dollars and ninety-six cents (\$24.96) per hour.

7. Curriculum Development

Teachers shall be compensated at the rate of:

2007-2008 – Twenty dollars and seventy-two cents (\$20.72) per hour.

2008-2009 – Twenty-one dollars and fifty-five cents (\$21.55) per hour.

2009-2010 – Twenty-two dollars and forty-one cents (\$22.41) per hour.

for all authorized Curriculum Development projects in which they participate.

8. Other

- a) This is the base salary for ten (10) months. Any teacher requested to serve beyond ten (10) months in any fiscal year will receive remuneration on a pro rata basis.
- b) Adjustments in salary will be done twice a year, in September and February.
- c) Anyone on staff continuously from the 1986-87 school year will receive an E.I.T. stipend for full-time equivalency of six hundred seventy nine (\$679.58) dollars and fifty-eight cents.

APPENDIX A-2
CORTLAND ENLARGED CITY SCHOOL DISTRICT
REGISTERED NURSES

1. Compensation

- a) 2007-08 School Year – each returning Registered Nurse shall receive an increase of 3.5% of their base salary, exclusive of longevity.
- b) 2008-09 School Year – each returning Registered Nurse shall receive an increase of 4.00% of their base salary, exclusive of longevity.
- c) 2009-10 School Year – each returning Registered Nurse shall receive an increase of 4.00% of their base salary, exclusive of longevity.

2. Longevity:

2.1 The following schedule will apply for all full-time nurses who work seven and/or seven and one half hours daily.

- Add \$250 for any registered nurse starting their 10th year of District service
- Add \$250 for any registered nurse starting their 15th year of District service
- Add \$250 for any registered nurse starting their 20th year of District service
- Add \$375 for any registered nurse starting their 25th year of District service
- Add \$375 for any registered nurse starting their 30th year of District service

The payment of earned longevity increments will commence immediately following the anniversary date of employment of the employee. The employee will receive a copy of the salary adjustment notice one (1) week prior to his/her anniversary date. The method of payment is at the option of the employee:

Option 1: To receive the earned longevity increment annually in a lump sum, one time, payment.

Option 2: To receive the earned longevity increment prorated over the remaining number of pay periods in the current school year (current practice).

The employee must notify the Business Office of the option desired at the time the annual salary notice is returned; Option 2 will automatically be implemented if the employee fails to advise the Business Office.

3. Nurse Practitioner Stipend

A registered nurse obtaining their nurse practitioner license shall receive a \$500 stipend.

4. Step Schedule- TBA

APPENDIX A-3
CORTLAND ENLARGED CITY SCHOOL DISTRICT
TEACHING ASSISTANTS

1. Compensation

- a) 2007-08 School Year – each returning teaching assistant shall receive an increase of 3.50% over their 2006-07 salary exclusive of longevity.
- b) 2008-09 School Year – each returning teaching assistant shall receive a 4.00% increase over their 2007-08 salary rate plus any new longevity monies or tenure monies (see below).
- c) 2009-10 School Year – each returning teaching assistant shall receive a 4.00% increase over their 2008-09 salary plus any new longevity monies or tenure monies (see below)
- d) Teaching Assistants are not eligible for Appendix A-1 (3) Degrees and Hours monies. Teaching assistants are eligible for a tenure stipend at \$200.

	2007-08	2008-09	2009-10
1	\$17,175	\$17,498	\$17,820
2	\$17,525	\$17,862	\$18,198
3	\$17,874	\$18,226	\$18,576
4	\$18,232	\$18,589	\$18,955

2. Longevity:

Longevity for teaching assistants for the 2004-05 school year will follow the CSEA negotiated rate plus 4%. For the 2005-06 school year longevity will be calculated using the difference between the CSEA negotiated longevity and the longevity steps below. For the 2006-2007 and beyond additional longevity monies will be added to the teaching assistant’s base salary only at the following benchmark years of District service.

- Add \$250 for any teaching assistant starting their 10th year of District service
- Add \$250 for any teaching assistant starting their 15th year of District service
- Add \$250 for any teaching assistant starting their 20th year of District service
- Add \$375 for any teaching assistant starting their 25th year of District service
- Add \$375 for any teaching assistant starting their 30th year of District service

3. Summer School:

Should the District hire teaching assistants to assist instruction for summer school or after school hours the compensation rate shall be \$15.13/hr for 2007-08, \$15.74/hr for 2008-09 and \$16.37/hr for 2009-10. These rates shall also apply to staff development for teaching assistants

**APPENDIX B-1
CURRICULUM LEADERS**

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Art (K-12)	\$2,000	\$2,080	\$2,163
Business (7-12)	\$1,800	\$1,872	\$1,947
English Core (7-12)	\$3,700	\$3,848	\$4,002
Foreign Language Core (7-12)	\$1,800	\$1,872	\$1,947
Guidance (7-12)	\$1,800	\$1,872	\$1,947
Health (K-12)	\$2,000	\$2,080	\$2,163
Library Media (K-12)	\$2,000	\$2,080	\$2,163
Music (K-12)	\$2,000	\$2,080	\$2,163
Social Studies Core (7-12)	\$3,700	\$3,848	\$4,002
Technology (7-12)	\$1,800	\$1,872	\$1,947
Science Core (7-12)	\$3,700	\$3,848	\$4,002
Math Core (7-12)	\$3,700	\$3,848	\$4,002

**APPENDIX B-2
OTHER CURRICULUM POSITIONS**

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Head Teacher	\$750	\$780	\$811
Head Nurse	\$1,275	\$1,326	\$1,379
Special Education	\$546	\$568	\$591
Speech	\$1,361	\$1,415	\$1,472
Video	\$3,621	\$3,766	\$3,917
Grade Level Chairs (K-6)	\$3,000	\$3,120	\$3,245

APPENDIX B-3

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Auditorium/LGI Coordinator	\$912	\$948	\$986
Elementary/School Quiz Team	\$499	\$519	\$540
Elementary School Safety Patrol	\$582	\$605	\$629
Elem. School Student Council	\$231	\$240	\$250
Senior Class Advisor	\$1,823	\$1,896	\$1,971
Junior Class Advisor	\$1,406	\$1,462	\$1,520
Sophomore Class Advisor	\$993	\$1,032	\$1,074
Freshman Class Advisor	\$829	\$862	\$897
GO Bookkeeper	\$2,156	\$2,242	\$2,332
Student Council (Senior High)	\$3,812	\$3,964	\$4,123
Student Council (Junior High)	\$1,073	\$1,116	\$1,161
Muse-ings	\$1,327	\$1,380	\$1,435
Yearbook Advisor	\$3,812	\$3,964	\$4,123
National Honor Society	\$829	\$862	\$897
Photography Club	\$581	\$604	\$628
Junior Statesmen of America	\$1,341	\$1,395	\$1,451
Science Olympiad	\$1,073	\$1,116	\$1,161
Mock Trial	\$1,073	\$1,116	\$1,161
Radio Guild	\$1,575	\$1,638	\$1,704
SADD	\$829	\$862	\$897
Stage Craft	\$1,823	\$1,896	\$1,971
Quiz Team (Senior High)	\$993	\$1,032	\$1,074
Senior High Newspaper (7 max)	\$248/Issue	\$258/Issue	\$269/Issue
Junior High Newspaper (7 max)	\$207/Issue	\$215/Issue	\$224/Issue
Language Clubs (3 max)	\$290	\$301	\$313
Senior Ski Club	\$829	\$862	\$897
Junior Ski Club	\$414	\$431	\$448
Elementary Art	\$100/school	\$104/school	\$108/school
Pay It Forward	\$500	\$520	\$541
Zonta	\$500	\$520	\$541
Drug Abatement	\$500	\$520	\$541
Rotary Club Interact	\$500	\$520	\$541

APPENDIX B-4

	Points	2007-08	2008-09	2009-10
Senior High Musical Director	19	2,470	2,584	2,679
Senior High Drama Director	15	1,950	2,040	2,115
Winter Color Guard Head Instructor	15	1,950	2,040	2,115
Jazz Band	12	1,560	1,632	1,692
Junior High Drama/Musical Director	10	1,300	1,360	1,410
Musical/Instrumental	10	1,300	1,360	1,410
Musical/Vocal	10	1,300	1,360	1,410
Winter Color Guard Drill Instruction	10	1,300	1,360	1,410
Music Ensemble Sr.	8	1,040	1,088	1,128
Swing Choir	8	1,040	1,088	1,128
Pep Band Director	7	910	952	987
Elementary Select Band	6	780	816	846
Elementary Select Orchestra	6	780	816	846
Music Ensemble Jr.	6	780	816	846
Winter Color Guard Assistant	6	780	816	846
Parade Band Director	5	650	680	705
Winter Color Guard Drill Design	5	650	680	705
Asst. Pep Band Director	4	520	544	564
Elementary Select Band Asst	4	520	544	564
Marching Instructor Parade Band	4	520	544	564
Asst. Director Parade Band	3	390	408	423
Parade Band Colorguard Instructor	3	390	408	423
Tri-M Advisor	3	390	408	423
Point Value		\$130	\$136	\$141

* +Twenty-five dollars (\$25) for every two (2) consecutive years of service in the same co-curricular position or band position. (Note: This applies to both Co-Curriculum B-3 and B-4)

Seven dollars and fifteen cents (\$7.15) an hour for chaperones of dances. The number and their hours to be determined by the building principal.

Forty dollars (\$40) a day on the day of competition for NYSSMA solo competition and NYSSMA area All-State competition. The number of supervisors and their hours to be determined by the building principal. The number of days will not exceed thirty (30) in one (1) school year.

**APPENDIX C-1
INTERSCHOLASTIC COMPENSATION 2007-10**

<u>SPORT</u>	<u>LEVEL</u>	<u>POINT VALUE</u>
A. Football	Varsity Head	40
Basketball	Varsity Assistant	26
Wrestling	JV Head	26
Volleyball	JV Assistant	20
Ice Hockey	Jr. High Head – Football	20
	Jr. High Assistant	14
	Jr. High Head – Other	16
	Freshmen	20
B. Field Hockey	Varsity Head	32
Soccer	Varsity Assistant	18
Cross Country	JV Head	18
Swimming	JV Assistant	16
Gymnastics	Jr. High Head	16
Lacrosse	Jr. High Assistant	14
Baseball		
Softball		
Track		
C. Tennis	Varsity Head	25
Golf	JV Assistant	14
Split Season (when applicable)		6
D. Bowling	Varsity Head	15
E. Fall Cheerleading		14
Winter Cheerleading		16
F. 2007-08 \$130.00 per point		
2008-09 \$136.00 per point		
2009-10 \$141.00 per point		
G. Bus Chaperones: Fifteen dollars (\$15) Interscholastic Away Basketball and Football Games.		
H. If a vacancy exists in any of the positions listed in Appendix C, and should a member of the staff not apply for the position, the Superintendent of Schools or his designee shall have the right to appoint any qualified physical education teacher appointed after July 1, 1987, to that position up to a period of five (5) years. This will be explained to each individual physical education employee as a term and condition of his/her employment.		

**APPENDIX D
GRIEVANCE FORM**

Stage 1B: Director, Supervisor or Principal

AGGRIEVED PARTY: _____ POSITION: _____

IDENTITY OF THE PROVISION (S) OF THE AGREEMENT: _____

TIME AND PLACE OF EVENT OR CONDITION: _____

IDENTITY OF THE PARTY RESPONSIBLE: _____

NATURE OF GRIEVANCE:

REDRESS SOUGHT:

Signed: _____
(Unit Member)

Date

Date: _____
(Filed)

ADMINISTRATIVE REPLY:

(If more space is needed, please use the reverse side.)

Signed: _____

Date: _____

(Appropriate Administrator)

Copies to: Director, Supervisor or Principal, whichever is appropriate.
Aggrieved Party
Chairperson of Grievance Committee

GRIEVANCE FORM

Stage 2: Chief School Officer

AGGRIEVED PARTY: _____ POSITION: _____

IDENTITY OF THE PROVISION(S) OF THE AGREEMENT INVOLVED: _____

TIME AND PLACE OF EVENT OR CONDITION: _____

IDENTITY OF THE PARTY RESPONSIBLE: _____

NATURE OF GRIEVANCE: _____

REDRESS SOUGHT: _____

Signed: _____ *and/or signed:* _____
Unit Member For the Union

Date: _____ Date: _____
(Filed) (Filed)

CHIEF SCHOOL OFFICER'S REPLY:

(If more space is needed, please use the reverse side.)

Signed: _____ Date: _____
(Chief School Officer or Designee)

Copies to: Chief School Officer
Aggrieved Party
Chairperson of Grievance Committee

GRIEVANCE FORM

Stage 3: Board of Education

AGGRIEVED PARTY: _____ POSITION: _____

IDENTITY OF THE PROVISION (S) OF THE AGREEMENT INVOLVED: _____

TIME AND PLACE OF EVENT OR CONDITION: _____

IDENTITY OF THE PARTY RESPONSIBLE: _____

NATURE OF GRIEVANCE: _____

REDRESS SOUGHT: _____

Signed: _____ *and/or signed:* _____
(Unit Member) (For the Union)

Date: _____ Date: _____
(Filed) (Filed)

CHIEF SCHOOL OFFICER'S REPLY: _____

(If more space is needed, please use the reverse side.)

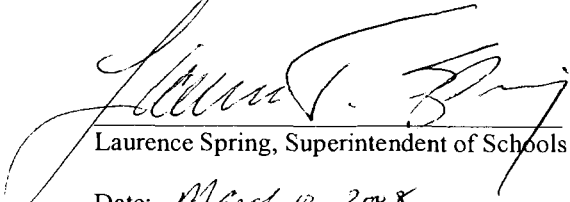
Signed: _____ Date: _____
(Chief School Officer or Designee)

- Copies to:
- Board of Education
 - Chief School Officer
 - Aggrieved Party
 - Chairperson of Grievance Committee

The following are sidebar agreements:

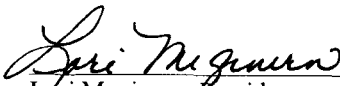
1. A joint committee shall be established to review the current salary schedule prior to the beginning of negotiations for a successor agreement subject to the approval of the parties.
2. A joint committee shall meet and agree upon the development of a matrix and distribution of monies for Appendix B-3.

FOR THE DISTRICT:



Laurence Spring, Superintendent of Schools
Date: March 10, 2008

FOR THE CORTLAND UNITED TEACHERS:



Lori Megivern, President
Date: February 29, 2008

Cortland Enlarged City School District
And
Cortland United Teachers
ADDENDUM

ARTICLE 16 – SICK LEAVE
and
ARTICLE 17 - TEMPORARY LEAVE OF ABSENCE

This addendum shall sunset June 30, 2010 wherein the parties will mutually review the absence for personal reasons and decide to return to current the 2005-2007 contract language or agree to continue the addendum language below.

Article 16 – SICK LEAVE

- A. Sick leave will be granted at the rate of one and one tenth (1.1) day per month of employment. Sick leave may be used any time during the current year of employment. Any sick days paid, but not earned, will be deducted upon termination of employment. Additional sick leave may be granted to individual unit members in extenuating circumstances by the Superintendent of Schools or his designee.

Any and all medical visits for a unit member are eligible for a charge off to sick leave.

Article 17 – TEMPORARY LEAVE OF ABSENCE

- A. **Sickness or Death in Family (Short-Term Leave)**

In case of illness or death in the family full salary will be granted for the first five (5) days. In excess of five (5) days in such cases, deductions will be made at the rate of 1/200 of the full yearly salary for ten (10) month employees, leaving intact the eleven (11) day accumulated sick leave benefits. In the case of eleven (11) month employees, deductions will be made at the rate of 1/220 of the full yearly salary, leaving intact the twelve (12) day yearly-accumulated sick leave benefits. In the case of twelve (12) month employees, the deductions will be made at the rate of 1/240 of the yearly salary, leaving intact the thirteen (13) days yearly-accumulated sick leave benefits. For each unused four (4) family days (no fractional parts to be considered) two (2) days will be added to the accumulated sick leave. Additional family leave, which will be deducted from sick leave, may be granted to individual unit members in extenuating circumstances by the Superintendent of Schools or his designee.

Administrative efforts to determine the validity of the leave are not precluded by this Agreement.

Family defined for illness in the family:

“Those domiciled with the unit member or first degree of kinship or one who stands in loco parentis.”

Family defined for death in the family:

“Those domiciled with the unit member or first degree of kinship or one who stands in loco parentis.”

“Any and all medical visits for a member of a unit member’s family herein defined as those domiciled with the unit member or first degree of kinship, or one who stands in loco parentis are eligible for charge off to family leave.”

B. Absence for Personal Reasons

In case of jury service, court attendance, and other unusual conditions, deductions shall be exempted only by the Board of Education. All employees subpoenaed as witnesses or jurors will be paid the difference between the fee received as such witness or juror and the salary they would have received during such period served as such witness or juror.

Unused personal days will accumulate as sick leave as specified in Article XVII. In general, personal leave will be granted in connection with matters which cannot be taken care of outside of regular school hours, and for reasons of a nature serious enough as to cause extreme inconvenience and/or hardship.

Two (2) days per year, non-cumulative, are allowed for personal business. Such reasons as recreational, social, and shopping activities are not valid reasons for such leave. (It is important for each individual to consider carefully any such request in the light of his/her own and generally acceptable professional and ethical standards.)

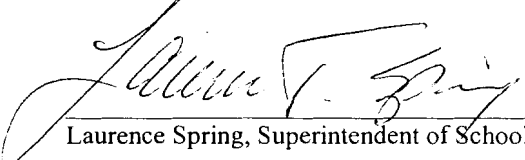
Request for such absences will be made through the building principal to the office of the Superintendent for approval by submitting a completed personal leave form supplied by the building principal. Such form must be in the Superintendent's office (twenty four (24) hours in advance of the date requested (except in cases of emergency when advance notice cannot be given.) Employees shall not specify the nature of the use of the personal business day.

Days off without pay may be granted for items of a very serious personal nature, if approved by the Superintendent of Schools or his designee. The personal day form shall be used for this purpose.

A unit member may be permitted to take a personal leave day which may occur, by way of circumstances beyond the control of the unit member, on a day immediately preceding, or subsequent to, a school vacation. In such an unusual situation, the unit member and Chief School Administrator shall consult as to the propriety of such a leave.

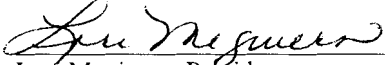
One (1) day shall be allowed to persons summoned to report for physical examination by the draft board without loss of compensation.

FOR THE DISTRICT:


Laurence Spring, Superintendent of Schools

Date: March 10, 2008

FOR THE CORTLAND UNITED TEACHERS:


Lori Megivern, President

Date: January 29, 2008

BO.njg
Cwa 1141

MEMORANDUM OF AGREEMENT

BETWEEN

CORTLAND UNITED TEACHERS

AND THE

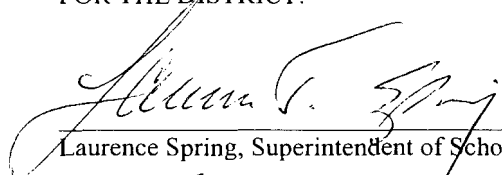
CORTLAND ENLARGED CITY SCHOOL DISTRICT

Professional Standards and Professional Development Committee

The undersigned parties agree to the provisions listed below.

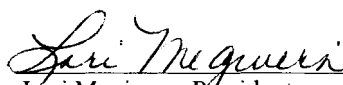
1. Equal numbers of persons chosen by their respective parties from the Cortland School Board/Administration and the Cortland United Teachers will convene to review and establish professional standards doctrine and review the professional development doctrine.
2. Said committee will forward their recommendations to the District and Association negotiation teams by December 31, 2007 for consideration.
3. The recommendations presented to the negotiation teams will be subject to final revisions and approval.

FOR THE DISTRICT:



Laurence Spring, Superintendent of Schools
Date: March 10, 2008

FOR THE CORTLAND UNITED TEACHERS:



Lori Megivern, President
Date: February 29, 2008

BO/njg
Cwa 1141