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7A/4829

AGREEMENT

Between The

Superintendent of Schools

Of The

COOPERSTOWN CENTRAL SCHOOL

BOARD OF EDUCATION

And The

COOPERSTOWN CENTRAL SCHOOL

FACULTY ASSOCIATION

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

98

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**ARTICLE I
CERTIFICATION AND RECOGNITION**

The Board of Education of the Cooperstown Central School District (hereinafter referred to as the "Board") affirms the recognition of the Cooperstown Central School Faculty Association (hereinafter referred to as the "Association") as the exclusive representative of the regular full-time, part-time, probationary, or tenured teachers of the District except for the Superintendent of Schools, Building Principals, Business Administrator, Director of Physical Education, Health and Athletics and all substitute teachers, for the purpose of negotiating an employment Agreement and the settlement of grievances.

**ARTICLE II
NEGOTIATION PROCEDURES**

Upon notification by either party of a desire to enter into the round of negotiations for a successor Contract (and no later than February 1 of the last year of this Agreement) the parties shall agree upon a mutually acceptable date for the preliminary session.

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other.

**ARTICLE III
GRIEVANCE PROCEDURE**

A. Definitions

1. *Representative* shall mean the person or persons designated by the aggrieved teacher to be his/her counsel and/or to act in his/her behalf.
2. A *grievance* must be a claim by a member of the bargaining unit of a violation of the express language of this written Contract.
3. *Aggrieved party* shall mean any teacher or group of teachers employed by the District. In situations where the teacher or teachers request it, the Association may file on behalf of those involved.
4. *Days* shall mean school days during the school session and business days when school is out of session. If a grievance runs over into summer, the grievant may specify that it be held in limbo for the summer.
5. The phrase *terms and conditions of employment* as used in this Agreement shall be understood to denote those subjects so designated as terms and conditions of employment by the Public Employment Relations Board (PERB).

B. Principles

1. A teacher shall have the right to present grievances in accordance with these procedures, free from discrimination, reprisal, coercion, interference, or restraint from any party. Nothing contained herein shall limit the right of a party to informal discussion of the subjects at issue or informal resolution, prior to completion of final stages of the procedures.

2. A teacher shall have the right to be represented at any stage of the procedure by a person or persons of his/her own choice.
3. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
4. All hearings shall be confidential. Formal conferences and formal hearings shall be during non-working hours, unless the employer makes specific exception.
5. It shall be the responsibility of the Superintendent to take such steps as may be necessary to give force and effect to these procedures. At each level of the procedure, it shall be the responsibility of the hearing party to consider the issue within the scope of authority delegated to that position, and whenever appropriate offer solutions at that level; provided however that should no appeal be forthcoming within the contractually allotted procedure, a grievance shall be deemed terminated.
6. The standing of a grievance under this procedure shall be preserved provided it is presented in compliance with the first stage of the grievance procedure prior to forty-five (45) days after the occurrence of the claimed grievable event. Waiver of rights herein shall result from failure to effectuate this responsibility.
7. Also, if no decision is communicated by the respondent within the specified time limit, that stage may be bypassed and appeal carried to the next stage of the procedure within the time which would have been allotted had the decision been communicated on the final day.
8. Management actions or directives which are grieved, remain in effect and must be followed, in the interim, until final resolution under the grievance procedure, unless threatening to life, health or safety, or are illegal.

C. Procedures

1. Informal Stage

The aggrieved person shall present in writing his/her grievance to his/her principal, and shall file a copy with the Superintendent. The Principal shall orally and informally discuss the grievance with the aggrieved person. The Principal shall render his/her determination in writing to the aggrieved person within five (5) days after the grievance has been presented to him/her. A copy of such determination shall be filed with the Superintendent. If such grievance is not satisfactorily resolved at this stage, the aggrieved person may proceed to the formal stage.

It shall be the option of either party to request the Cooperstown Central School District Attorney's opinion of the legal interpretation of the Contract. Any teacher who so moves is hereby guaranteed that no fee shall be charged for this optional service. This stage will not alter any of the time limits set forth in this procedure.

2. Formal Stage

- a. Within five (5) days after a determination has been made at the preceding stage, the aggrieved person may make a written request to the Superintendent of Schools for review and determination. If the Superintendent designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination in his/her behalf.
- b. The Superintendent or his/her designee shall immediately notify in writing the aggrieved person and his/her Principal, to submit written statements to him/her within five (5) days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
- c. The Superintendent or his/her designee shall render his/her determination within ten (10) days after the written statements pursuant to paragraph b. have been presented to him/her.
- d. If the grievance is not satisfactorily resolved at this stage, the aggrieved person may proceed to the Board of Education stage.

3. Board of Education Stage

The aggrieved party, within five (5) days of the final determination by the Superintendent may make a written request to the Board of Education for a review (hearing) and determination.

- a. At such a review, the aggrieved party or his/her/their representative shall be given an opportunity to present a defense.
- b. In lieu of a verbal defense, a written brief may be submitted.
- c. All documents, written statements and records of the case which have been submitted at earlier stages by either side shall be submitted to the President of the Board of Education by the Superintendent. The Board shall render a decision within ten (10) days after its review. Such review will be, if at all possible, within twenty (20) days after receipt of the appeal.

4. Arbitration

- a. If the final decision of the Board is not satisfactory, the aggrieved person may submit the grievance to arbitration by filing a Demand for same within fifteen (15) days of the decision at the previous stage.
- b. The Demand for Arbitration will be sent to the American Arbitration Association. Copies of the Demand will be sent to the President and the Clerk of the Board at the same time the Demand is filed with the American Arbitration Association. Said correspondence shall be via certified mail.
- c. Upon receipt of the Demand to Arbitrate by the American Arbitration Association, the rules and procedures of the American Arbitration Association will then apply to all subsequent proceedings.
- d. The decision of the Arbitrator shall be final and binding.

- e. The expenses incurred shall be shared equally by the Board of Education and the Association.
- f. The Arbitrator shall be without authority to add to, modify or delete from any provision of this Agreement.

ARTICLE IV ASSOCIATION RIGHTS

Representatives of the Association have the option to be present at any discussions involving unit members on the subject of terms and conditions of employment.

ARTICLE V LEAVES

A. Paid Leaves

1. Sick Leave

Each member of the bargaining unit shall be eligible for fifteen (15) days sick leave each year for illness without loss of pay.

Sick leave days shall apply to all temporary disabilities of employees, including those incurred with pregnancy.

The employer reserves the right to investigate or request information from an employee absent for five (5) consecutive days concerning employee's use of sick days for this absence, including, but not limited to, certification by a physician. The employee, whenever possible, is expected to personally contact the appropriate administrator, or his/her designee, when the employee is taking sick days.

a. Sick Bank

The Association and the Board jointly agree to the establishment and operation of a Sick Leave Bank. Records for the Sick Leave Bank will be maintained by the school administration in the manner of regular sick leave.

On or before the date of the first payday of beginning employment, newly hired teachers must sign the Sick Bank form designating the person's desire to join the Sick Bank or the person's desire not to join the Sick Bank. These forms will be kept on file by the school administration with a copy of each form given to the Chairperson of the Sick Bank Committee. It will be the responsibility of the Faculty Association to initiate the form and to insure that the teacher completes the form and returns it to the Business Office.

If the Bank is full, no more days may be added until the Bank drops to eighty (80). At that time each member may again contribute a day to bring the total back to two hundred (200) maximum.

The Sick Leave Bank will be administered by a Faculty Committee appointed by the Cooperstown Central School Faculty Association. This Sick Bank Committee will establish and update guidelines for the operation of a Sick Bank. The Committee will have full authority to interpret the guidelines and to make final determinations on applications on a case-by-case basis. The Committee shall keep all leaves on individual cases confidential.

The Committee becomes effective July 1, 1986. Guidelines shall be retained by the Committee and distributed to Central Administration.

Representatives of the Association shall notify the Business Administrator in writing within two (2) school days after they act on a member's request for use of the sick leave bank.

Non-Tenured Teachers – Upon final notice of termination, the effected non-tenured teachers shall become ineligible for use of the Sick Leave Bank. However, such teacher shall be eligible upon request to be reimbursed for any and all sick days he/she contributed to the Sick Bank in the past.

2. Disability Leave

A teacher may apply to the Board and, at the option of the Board, be granted a disability leave. Disability leave need not commence at the beginning of a disability, but may commence with the anticipation of disability.

The period of an employee's leave, during which he/she is actually disabled is chargeable to his/her earned sick leave.

Whenever possible, application for disability leave should be submitted in advance of the absence and should include the time to be encompassed by the leave period.

A disability leave caused by pregnancy shall cease six (6) weeks after childbirth, unless the teacher's doctor certifies she is unable to resume work as a direct result of the pregnancy. Such disability leave may end earlier than six (6) weeks upon presentation of a doctor's certificate. In the case of an adoption, disability leave will be granted for a period of six (6) weeks. Where both spouses work for the District, only one (1) will be eligible.

Following the period of disability the teacher shall be eligible, upon application, for up to twelve (12) weeks of leave, with the benefits set forth under the Family Medical Leave Act.

An individual anticipating the use of disability leave shall be permitted to teach as long as the disability does not impede the performance of his/her duties and provided an appropriate doctor's certification of fitness is provided the Board.

A teacher desiring to return to duty after a disability leave will provide the Board with a doctor's letter certifying his/her fitness.

Extension of a disability leave beyond the date included in the initial application will be treated as a new application.

3. Personal Days

All members of the professional staff shall be granted three (3) personal days per year. This leave is not to be taken to extend a vacation or holiday period, nor used for recreational or personal shopping purposes. Notification of intent to take personal days shall be made to the respective building principal.

Unused personal days shall accumulate as sick days if not used. There will be unlimited accrued sick leave.

4. Release Time for Association Business

The President of the Local Association or his/her designee shall be granted one (1) day per year for the purpose of participating in the Representative Assembly or other NYSUT business. Said leave will be without loss of pay.

The Association may also use **four (4)** additional days per school year for released time and shall reimburse the district for the cost of the substitute for these **four (4)** days. The Association President or a designee of the Association President may use these days. **The Association will limit the maximum number of days that could be taken by one person to three (3).** The Association will notify the Superintendent of Schools at least one week in advance of the use of these days.

5. Visitation Days

All members of the professional staff shall be allowed one (1) day's absence each year to visit other schools for the purpose of gaining new information and methods of value to their school program, or to participate in activities which improve instructional or academic skills in regularly assigned fields. Individual requests are subject to approval on a per person basis by building principals. A written report or presentation may be requested of the visiting teacher by the administrator.

6. Sabbatical Leave

Sabbatical leaves may be granted according to procedures and policies established by the Board. (See Board of Education Policy 6550.)

B. Unpaid Leave

1. Child Care Leave

Any teacher, regardless of sex, may be granted child care leave without pay. In cases where both husband and wife are school employees only one (1) shall be eligible for child care leave. Application for child care leave will be made to the Board within ninety (90) days of a child's birth or adoption.

Child care leave shall be granted for a period of time not to exceed September 1 following the first birthday of a child born into the family. In the case of child adoption, a similar leave will be granted not to exceed September 1 following the first anniversary of the date of placement into the home.

During the leave period the group health policy may be continued if the teacher chooses to pay the premiums.

Upon completion of the leave the teacher will return to the same or similar position held prior to the leave. No benefits, however, will accrue during the term of the leave and time spent on child care leave shall not count toward fulfilling the probationary period.

Child care leaves and other unpaid leaves are granted for specific time periods, usually ending at a semester juncture or other appropriate time, e.g. Christmas holiday for the Elementary. Faculty Association members on leave must give written notification to the administration of intent to return six (6) weeks before the return date or by June 1 for a full year (September – June) leave. Those wishing to return before the completed duration of an approved leave, may do so upon mutual agreement with the School District.

2. The District will follow Policy 6551 with regard to Family and Medical Leaves.

ARTICLE VI HEALTH BENEFIT PLAN

A. Medical Benefit Plan

1. Coverage

The District agrees to subscribe, for teaching staff and their dependents, to the CASEBP self-funding Employee Benefit Plan, under the bylaws and regulations maintained by the sponsoring Greene II BOCES administration. (Catskill Area Schools Employee Benefit Plan) The Board will also allow Faculty Association members to join one (1) of two (2) Board approved HMO (Health Maintenance Organizations).

2. Premiums

Effective with the commencement of the 2001-2002 school year, each teacher shall pay five and one-half percent (5.5%) of the health insurance premium for the CASEBP individual, family and Supplemental Major Medical Plan (SMMP) (Plan C) in which they are enrolled. The payment of these premiums shall be made through Section 125 of the Internal Revenue Code (Flex Plan).

The prescription drug card co-pay shall be zero dollars (\$0) for mail order drugs, five dollars (\$5) for generic drugs, ten dollars (\$10) for brand name drugs effective September 1, 2000, or the date of ratification of this Agreement, whichever comes later.

Effective 7/1/05 health insurance deductibles will be \$100 for individual and \$300 for family.

If the employee chooses to enroll instead in a Health Maintenance Organization (HMO), the employee must pay the premium difference between that plan and the CASEBP plan.

In any situation where both a husband and wife are employed by the Cooperstown Central School District, the District shall provide an enrollment in the Plan C Supplemental Major Medical Plan (SMMP) for the second employee.

In any situation where a Cooperstown Central School employee's spouse has family coverage through another employer, the District shall provide an enrollment in the Plan C Supplemental Major Medical Plan (SMMP) for the Cooperstown Central School employee.

This Agreement is reached with the understanding that the Supplemental Major Medical Plan (SMMP) program is designed to pick up co-payments and deductible expenses (excluding prescription drug expenses) not covered by the first family plan. Total reimbursement will not exceed what would have been paid if CASEBP had been primary. This means that the coverage is better than two (2) family plans because it satisfies the deductible which is paid in full and also covers all expenses not covered in the coinsurance part of the plan.

3. Non-Participation in Medical Benefit Plan

- a. If a full-time teacher elects not to receive any medical benefit coverage from the District because he/she already has coverage, a stipend shall be paid according to the schedule outlined below. **The minimum payment shall be 13% of the cost of the Family Plan. The maximum payment shall be 50.00% of the cost of the Family Plan. The amount of the payment shall be determined by the number of teachers who opt to buyout of the plan.**

# of Family Plans	Percent Payment
10 or fewer	13.00%
11	16.00%
12	19.00%
13	22.00%
14	25.00%
15	28.00%
16	31.00%
17	34.00%
18	37.00%
19	40.00%
20	43.00%
21	46.00%
22	49.00%
23	50.00%
24	50.00%
25	50.00%

Part-time teachers may participate on a prorated basis (e.g. a .5 FTE teacher would be eligible for one-half of the full-time benefit.) In order to qualify, a teacher must submit a request to the Business Office no later than September 30th for the following year beginning October 1st.

Such request shall be made on a form available in the Business Office. The form shall be developed jointly by the District and Association. This is an earned benefit payable at a prorated amount distributed equally over ten months.

- b. If an employee is currently enrolled in the Supplemental Major Medical Plan because a spouse is also employed by the District, one (1) family member may choose family coverage while the second may elect not to participate in the Supplemental Major Medical Plan; in this case, a single stipend **as outlined in sub-section (a) of this section shall be paid to the non-participant.**
- c. Any unit member, who opts out of the District health insurance plan and subsequently seeks to rejoin the plan, will be allowed to do so depending on the rules and regulations of the insurance provider.
- d. If this Agreement is found to jeopardize the contracted health coverage, this Section becomes null and void.

4. Retiree Health Benefit Plan

For teachers who retire after the fixed date of July 1, 1989, and who qualify for the career attendance incentive or who qualify to receive benefits under the New York State Teachers' Retirement System (NYSTRS), the District will provide individual coverage under the Health Benefit Plan by paying five percent (5%) of the annual premium for each year of service in Cooperstown up to fifteen (15) years. Said payments shall be no less than fifty percent (50%). For every year beyond fifteen (15) years, an additional one percent (1%) of the annual premium will be paid for each year beyond fifteen (15) years in the Cooperstown District. The individual retiree may purchase dependent coverage.

B. Dental Benefit Plan

1. Coverage

The District will subscribe, for teaching staff, to Excellus Benefit Services (formerly BC and S) Dental Plan A Basic and Supplemental Basic (Schedule A). Such benefit does not cover dependents or extend into retirement. When a husband and wife are both members of the teaching staff, they may subscribe to a Family Plan, and will pay the cost difference between the Board's cost for two (2) individual plans and the cost of the Family Plan.

- 2. Effective July 1, 2001, the bargaining unit may elect to change dental insurance plans and/or carriers from the current plan or carrier in effect on June 5, 2000, to Prime Blue Class I, II, III and IV or some other plan of their own choosing assuming they pay the full difference between premium cost using June 5, 2000 as a benchmark for the difference between the cost of the current plan and any future plan. That is to say that the District shall have no further liability with respect to increased dental insurance costs in the future as a result of said change to a new carrier or plan. Premium contributions will also be available to bargaining unit members through the Section 125 of the Internal Revenue Code.

C. Alternate Plans

The District may investigate and contract with alternate plans and carriers provided that the aggregate benefits remain substantially equivalent or better.

**ARTICLE VII
SPECIAL PAYROLL DEDUCTIONS**

- A. Teachers may continue to participate in the existing tax sheltered annuity program. Beginning July 1, 1998, the number of plans may be increased from the existing programs to a maximum of fifteen (15). Selection of new plans will be made by the Association after consultation with the Business Manager. A list of current plans available will be posted in each faculty room by September 1 of each year.
- B. The District agrees to deduct monies as directed by payroll deduction cards by each participant in the credit union program, and to transmit no later than the 10th of the following month, above monies to the Chen-Del-O Federal Credit Union.

**ARTICLE VIII
CURRICULUM**

The Association agrees to cooperate with the school administration and any contractual agencies engaged by the Board to study, revise and evaluate the educational program at Cooperstown Central School.

**ARTICLE IX
EVALUATION PROCEDURE FOR PROBATIONARY AND TENURED TEACHERS**

- A. In order to effectively continue and improve the instructional program in the Cooperstown Central School District, the Board requires that all teachers be evaluated; utilizing the State required Annual Professional Performance Review criteria as applied to the following procedures:
 - 1. Each probationary teacher must receive a minimum of two (2) supervisory classroom observations/evaluations each year.
 - 2. Each tenured teacher must be observed/evaluated one (1) time per year unless participating in a Professional Development Appraisal (PDA).
 - 3. Tenured and probationary teachers shall be observed/evaluated using the following procedures:
 - a. Arrangements for a formal observation shall be made no more than two (2) weeks prior to the observation, for a very specific time or period.
 - b. A pre-observation form will be completed prior to a formal observation by the teacher being observed, but will not become a part of the employee's permanent file.
 - c. Either the teacher or certified administrator may request a pre-conference meeting to clarify parts of the lesson or to raise questions about the lesson to be observed.
 - d. Each observation/evaluation shall be for a minimum of thirty (30) minutes in length.
 - e. The certified administrators will consider scheduled observations a priority and will cancel them only in the event of an emergency.

- f. By 4:00 p.m. of the tenth (10th) school day following the supervisory observation/evaluation, the certified administrator must present to the teacher a written evaluation of the observation and, at that time, a conference with the teacher must be held.
 - g. A final written evaluation will be prepared and placed in the teacher's personnel file with a copy for the teacher. The teacher has the option of attaching a supplementary statement regarding the observation/evaluation.
 - h. Also, informal evaluations may be conducted, not requiring the detailed process above. In such cases formal records of these informal evaluations will not become a part of the employee's permanent file. Nothing above precludes flexible informal evaluations and administrative interaction with a teacher in a special situation.
4. Tenured teachers shall participate in a Professional Development Appraisal (PDA) on a rotating basis over a three (3) year period. Each teacher will participate in the Professional Development Appraisal at least once every three (3) years. Each teacher will also be observed/evaluated using the traditional procedure in Section 1 above for one (1) of the three (3) years. The administration will utilize cut-offs in the alphabet to balance the numbers participating.

Participants in the Professional Development Appraisal shall adhere to the following procedures:

By October 1 of each year of this Contract, each potential participant shall make application to the appropriate administrator. The application shall include from one (1) to three (3) goals, which the teacher would like to implement during the school year. The number and nature of goals shall depend upon their comprehensiveness and shall be mutually agreed upon by the teacher and the appropriate administrator. The goal(s) must be clearly stated, their value to the teacher and the District must be included and the planned activities and criteria for evaluation must be delineated.

During the period of goal implementation, the teacher and administrator shall meet periodically to discuss progress and to share thoughts on goal implementation strategies and needed resources. No less than three (3) conferences will occur for this purpose during the school year. These meetings will be informal and will not include any write-ups.

It is expected that the administrator will make informal visits to the classrooms of each of the participating teachers.

The dates of these conferences and informal visits will be noted on the evaluation form.

By May 1 of each year, each teacher participating in the Professional Development Appraisal program will submit a self-evaluation of the goal(s) implementation phase of this program. This self-evaluation will become part of the teacher's folder. By June 1 of each year the administrator shall write a year-end summary (annual performance review) reflecting his/her evaluation of the teacher's general implementation of the goal(s). A copy of this shall be given to the teacher and shall be included in his/her personnel file. The teacher shall have the option of attaching a supplementary statement regarding the annual performance review.

Guidelines and forms will be available in each of the Principals' offices by September 1 of each year.

If, in the opinion of the teacher or the administrator, it is deemed necessary for a formal evaluation to be completed during a Professional Development Appraisal year, procedures in Subsections a. to h. under Section 3 above will be followed. It is agreed that an administrator may require a teacher to participate in a Professional Development Appraisal in any given year, or a teacher may request same.

- B. There will be one (1) official file located and locked in the Superintendent's Office. It is agreed that documents of a negative or disciplinary nature will not be placed in the personnel file without the teacher's knowledge and signature acknowledging that they have seen the document. The District agrees to place things of a positive nature in the file when received. A unit member shall have the right to be accompanied by a representative when examining his/her file. The District will determine the time and place for such inspection. The District will furnish copies of items in the file upon the request of the teacher, pre-hiring data excluded.
- C. Nothing in this Contract shall be construed to foreclose an administrator from filing an evaluative or corrective memo dealing with incidents of a teacher's job performance, which the administrator has in the course of duty investigated and/or observed. Hearsay commentary shall not be used as a basis for investigation.

In the event the District is to review any complaint regarding a teacher, which has been received from a source other than his/her immediate supervisor, the teacher shall be informed in person within two (2) working days of the complaint and the complainant. If the complaint is received in writing the entire document will be shared with the teacher. In the event a meeting is held with the employee regarding the complaint, the teacher shall be accompanied by his/her representative if one is desired. The teacher will have the right to submit a written response to any material placed in the file and his/her response shall be attached to the file copy.

- D. Section A. 4. of this Article will be reviewed through the Liaison Committee on an annual basis for the duration of this Contract.

ARTICLE X

GRADE LEVEL CHAIRPERSONS, TEAM LEADERS AND DEPARTMENT CHAIRPERSONS

Grade Level Chairpersons, Team Leaders and Department Chairpersons may be appointed as needed to assist in the administration and supervision of various educational areas. These positions will be selected from staff having at least one (1) year of Cooperstown Central School District experience unless it is felt that the best educational goals cannot be met by the appointment of current staff.

Grade Chairpersons shall be selected from the grade level of assignment, Team Leaders shall be selected from the appropriate core team and core subject Department Chairpersons (English, Social Studies, Math, Science) shall be selected from High School Teachers in the appropriate area. Other Department Chairperson assignments include: Foreign Language, Physical Education, Fine Arts and Practical Arts.

Appointments shall be approved by the Board of Education in July for a one (1) year term at a compensation of:

2007-2008	Two thousand one hundred ninety-two dollars (\$2,192)
2008-2009	Two thousand two hundred eighty dollars (\$2,280)
2009-2010	Two thousand three hundred seventy-one (\$2,371)

Grade Level Chairpersons, Team Leaders and Department Chairpersons will function as resource persons to assist members of their grade, team or department in adjusting to the school, the classroom and the discipline policies, and to help teachers reach their optimum effectiveness. Grade Level Chairpersons, Team Leaders and Department Chairpersons may perform observations and evaluations of teachers in their educational area to accomplish these goals.

Grade Level Chairpersons, Team Leaders and Department Chairpersons are facilitators rather than administrators and no administrative certificate is required. The observation/evaluation, which may be conducted by Grade Level Chairpersons, Team Leaders or Department Chairpersons are informal and shall not become part of the teacher's record.

It is understood that all final decisions on the necessity for and the selection and control of these positions shall rest with the employer.

A job description and a list of Grade Level Chairperson, Team Leader and Department Chairperson positions to be filled will be made available to the faculty at the start of the school year. This may include special duties established by the Superintendent. Said description shall not change for the term of the one (1) year appointment.

The time necessary to function as a Grade Level Chairperson, Team Leader or Department Chairperson shall be during a teacher's free time in the school day, and, to a limited extent, after the school day. In addition, a Grade Level Chairperson, Team Leader or Department Chairperson may arrange for an additional one-half (0.5) of a school day each month, if duties require the time, through the use of a substitute.

Any additional time required for pre-planned special projects during the school day will be met through the use of substitutes.

Grade Level Chairperson, Team Leader or Department Chairperson meetings called by the Building Principals shall generally last no longer than 4:15 p.m. The Grade Level Chairpersons, Team Leaders or Department Chairpersons will generally have no more than two (2) meetings per month with their Building Principal.

Grade Level Chairpersons will report to the Elementary Principal, Team Leaders will report to the Middle School Principal and Core Subject Chairpersons shall report to the High School Principal. Supervision of the remaining Department Chairpersons shall be divided by the Middle and High School Principals.

**ARTICLE XI
ACTIONS REQUIRING CAUSE**

After two (2) full years of service in Cooperstown Central School District, no teacher shall be dismissed, disciplined, reduced in rank or compensation except for just cause. It is understood that since tenure considerations are not legally negotiable, the term "dismissal" as used in this Agreement is not intended to refer to non-recommendation for tenure.

ARTICLE XII TEACHER AIDES

It is agreed that teacher aides are not intended to replace the professional teacher in his/her classroom duties.

ARTICLE XIII TEACHING DAY

The teaching day and bell schedule will be determined by the Board. However, the teaching day shall not exceed seven (7) hours and fifteen (15) minutes. Every teacher will have a thirty (30) minute duty-free lunch period, which shall be scheduled during the regular lunch periods of the respective buildings.

Two (2) times each month teachers may be required to stay until 4:15 p.m. for faculty meetings. Forty-eight (48) hours notice will be given to the staff affected. Teachers may be required to stay for two (2) additional faculty meetings per year. These are to handle emergency-type situations which cannot be scheduled in advance. As much notice as possible will be given for these two (2) meetings.

Further, teachers may be asked to stay for many situations which are beneficial to the educational community. Participating or not is a matter of individual needs and belief. A teacher who chooses either way will not be evaluated in any manner. Attendance at District sponsored FALL OPEN HOUSE will be required. The administration will notify teachers of the Open House dates by June 15 of the previous school year.

Non-elementary teachers may be assigned a maximum of six (6) assignments per day provided that the teacher's six (6) assignments shall total no more than one hundred thirty-five (135) students. Music and Physical Education are exempt from the maximum student load of one hundred thirty-five (135). Specific exemptions for six (6) teaching assignments will be made for good reason, (e.g. medical), upon application to the administration. An appeal of the administration's decision may be made to the Liaison Committee which will review a case and make a recommendation to the Superintendent for final determination. Such requests for exemption must be made by June 15 of the preceding school year, unless there is an extenuating emergency circumstance. The administration will make every effort to notify those teachers having six (6) assignments what the assignments are by June 1.

In unusual circumstances where the District deems it appropriate and, where a bargaining unit member volunteers, a seventh (7th) teaching period may be assigned. This assignment would be at a rate of twelve and one-half percent (12.5%) of the teacher's base pay and would be prorated. The rule of one hundred thirty-five (135) students noted above would not apply in this case. Probationary teachers are excluded from this assignment. A teacher with seven (7) assignments shall have no more than one hundred fifty (150) students.

Elementary teachers shall receive thirty (30) minutes of aide time per student for each student over twenty-five (25). Elementary teachers of ungraded classes shall receive thirty (30) minutes per day of aide time per student for each student over the total of sixteen (16). This does not apply to multiage classes.

The Liaison Committee will continue to discuss the impact of the number of children with special needs at all levels.

**ARTICLE XIV
PREPARATION TIME**

The District will make every effort to provide preparation time for teachers by the use of specialist scheduling or class period scheduling.

Each teacher will have until 4:00 p.m. on the third (3rd) school day after the close of any marking period in which to submit grades for that marking period.

**ARTICLE XV
BOARD AND ASSOCIATION CONSULTATION (LIAISON COMMITTEE)**

The Board and the Association mutually recognize the advantages of periodic meetings of their appointed representatives as a means of continuing a harmonious relationship, which, in turn, contributes to the educational goals of the school.

To this end the Board and the Association agree to meet once each, during the months of October, January and April, on a mutually agreed date. Additional meetings may be requested by either party.

Items to be discussed will be included in an agenda prepared by the Clerk of the Board on behalf of the Board and at least three (3) teachers, representing the Association. The written agenda will be made available forty-eight (48) hours prior to the meeting date for review by Chairpersons of both parties.

If either group feels that having the Superintendent present is necessary to the discussion, the Superintendent will be asked to attend. It is agreed and understood that if a Liaison meeting is held without the Superintendent being present, Board representatives will inform the Superintendent of all topics discussed.

**ARTICLE XVI
AGENCY FEE**

The Board shall deduct from the payroll of all employees in the bargaining unit who are not members of the Association, a representation fee amounting to the regular dues of the Association and shall remit such fees to the Association. Nothing herein shall be construed as forcing or inducing anyone to become an Association member.

The Association agrees to hold the Board harmless from any and all damages and liabilities which may arise as a result of dues collection from staff members who are not Association members.

The Association will maintain a constitutionally adequate refund procedure available for any employee subject to the agency fee.

**ARTICLE XVII
SALARY**

A. Entry Level

No full-time teacher will be hired at less than **thirty-three thousand dollars (\$33,000)** (to be revised annually by the Board).

B. Conditions for Salaries

The District continues to reserve the right to hire new entries at salaries individually negotiated between the administration and the new employee. Entry salary is not a specific function of prior years' experience or graduate credit (above or below ten [10] years). The District will make an effort to hire new entries at salary levels similar to teachers at Cooperstown with similar years of experience and graduate work.

C. Returning Staff

Each full-time teacher will receive the following raises:

1. **2007-2008**

Total increase will be four percent (4%) to be divided up based upon the total base salaries of teachers as agreed by both parties using the following method.

- a. Each teacher with ten (10) years full-time service at Cooperstown Central School or fifteen (15) years full-time teaching service will receive an additional two hundred fifty dollars (\$250) as part of base salary.
- b. Each teacher with fifteen (15) years full-time service at Cooperstown Central School or twenty (20) years full-time teaching service will receive an additional one hundred twenty-five dollars (\$125) as part of base salary.
- c. Each teacher with twenty (20) years full-time service at Cooperstown Central School or twenty-five (25) years full-time teaching service will receive an additional one hundred twenty-five dollars (\$125) as part of base salary.
- d. Each teacher with twenty-five (25) years full-time service at Cooperstown Central School or thirty (30) years full-time teaching service will receive an additional one hundred twenty-five dollars (\$125) as part of base salary.
- e. Each teacher with thirty (30) years full-time service at Cooperstown Central School or thirty-five (35) years full-time teaching service will receive an additional one hundred twenty-five dollars (\$125) as part of base salary.
- f. Full-time teachers will be given an additional five dollars (\$5) for each graduate hour earned beyond the BA or up to thirty (30) hours for a Masters. Graduate hours earned beyond a Masters will be given an additional five dollars (\$5) for each graduate credit earned up to eighty (80) hours.
- g. **The following teachers will receive an additional \$125:**

P. Daum, C. Herzig, K. Karasek, C. McBrearty-Hulse, D. Miller, D. Peplinski, M. Quinn, B. Smith, D. West-Arnot, and J. Williams.
- h. **Each teacher with a Masters degree will be given an additional \$125.**

- i. After the monies needed for the above actions have been deducted from the total increase, one half of the remaining monies will become a percentage raise of each teacher's base salary and the other half will be a fixed dollar amount given to each FTE teacher.

2. **2008-2009**

Total increase will be four percent (4%) to be divided up based upon the total base salaries of teachers as agreed by both parties using the same method as **2007-2008**.

- a. Each teacher with ten (10) years full-time service at Cooperstown Central School or fifteen (15) years full-time teaching service will receive an additional two hundred fifty dollars (\$250) as part of base salary.
- b. Each teacher with fifteen (15) years full-time service at Cooperstown Central School or twenty (20) years full-time teaching service will receive an additional one hundred twenty-five dollars (\$125) as part of base salary.
- c. Each teacher with twenty (20) years full-time service at Cooperstown Central School or twenty-five (25) years full-time teaching service will receive an additional one hundred twenty-five dollars (\$125) as part of base salary.
- d. Each teacher with twenty-five (25) years full-time service at Cooperstown Central School or thirty (30) years full-time teaching service will receive an additional one hundred twenty-five dollars (\$125) as part of base salary.
- e. Each teacher with thirty (30) years full-time service at Cooperstown Central School or thirty-five (35) years full-time teaching service will receive an additional one hundred twenty-five dollars (\$125) as part of base salary.
- f. Full-time teachers will be given an additional **five** dollars (\$5) for each graduate hour earned beyond the BA or up to thirty (30) hours for a Masters. Graduate hours earned beyond a Masters will be given an additional **five** dollars (\$5) for each graduate credit earned up to eighty (80) hours.
- g. **The following teachers will receive an additional \$125:**

P. Daum, C. Herzig, K. Karasek, C. McBrearty-Hulse, D. Miller, D. Peplinski, M. Quinn, B. Smith, D. West-Arnot, and J. Williams
- h. **Each teacher with a Masters degree will be given an additional \$125.**
- i. After the monies needed for the above actions have been deducted from the total increase, one half of the remaining monies will become a percentage raise of each teacher's base salary and the other half will be a fixed dollar amount given to each FTE teacher.

3. **2009-2010**

Total increase will be four percent (4%) to be divided up based upon the total base salaries of teachers as agreed by both parties using the same method as **2007-2008**.

- a. Each teacher with ten (10) years full-time service at Cooperstown Central School or fifteen (15) years full-time teaching service will receive an additional two hundred fifty dollars (\$250) as part of base salary.
- b. Each teacher with fifteen (15) years full-time service at Cooperstown Central School or twenty (20) years full-time teaching service will receive an additional one hundred twenty-five dollars (\$125) as part of base salary.
- c. Each teacher with twenty (20) years full-time service at Cooperstown Central School or twenty-five (25) years full-time teaching service will receive an additional one hundred twenty-five dollars (\$125) as part of base salary.
- d. Each teacher with twenty-five (25) years full-time service at Cooperstown Central School or thirty (30) years full-time teaching service will receive an additional one hundred twenty-five dollars (\$125) as part of base salary.
- e. Each teacher with thirty (30) years full-time service at Cooperstown Central School or thirty-five (35) years full-time teaching service will receive an additional one hundred twenty-five dollars (\$125) as part of base salary.
- f. Full-time teachers will be given an additional five dollars (\$5) for each graduate hour earned beyond the BA or up to thirty (30) hours for a Masters. Graduate hours earned beyond a Masters will be given an additional five dollars (\$5) for each graduate credit earned up to eighty (80) hours.
- g. **The following teachers will receive an additional \$125:**
P. Daum, C. Herzig, K. Karasek, C. McBrearty-Hulse, D. Miller, D. Peplinski, M. Quinn, B. Smith, D. West-Arnot, and J. Williams.
- h. **Each teacher with a Masters degree will be given an additional \$125.**
- i. After the monies needed for the above actions have been deducted from the total increase, one half of the remaining monies will become a percentage raise of each teacher's base salary and the other half will be a fixed dollar amount given to each FTE teacher.

Part-time teachers will have their salary raises prorated on the above.

D. **Excellence In Teaching**

If Excellence In Teaching (EIT) funds are legislated for the years of this contract, the District will apply for same. Such funds shall not be applied to base salary.

E. Education Incentive

1. **One hundred and four dollars (\$104)** per graduate hour of newly earned, Board approved graduate work up to thirty (30) hours for **2007-2008**.

One hundred and nine dollars (\$109) per graduate hour of newly earned, Board approved graduate work up to thirty (30) hours beginning with **2008-2009**.

One hundred fourteen dollars (\$114) per graduate hour of newly earned, Board approved graduate work up to thirty (30) hours beginning with **2009-2010**.

2. Hours between thirty (30) and forty (40) up to the Masters degree will not be credited or paid for beginning with the Fall term 1989. (For example, if a Masters requires thirty-six [36] hours, only the first thirty [30] hours will be paid.) Forty (40) hours or more up to the Masters will be credited and paid.
3. Five hundred dollars (\$500) increment for the completion of a Masters program and the granting of the degree.
4. A salary credit of **ninety-five dollars (\$95)** per graduate hour as earned, Board approved, up to sixty-three (63) beyond the Masters for **2007-2008**.

A salary credit of **one hundred dollars (\$100)** per graduate hour as earned, Board approved, up to sixty-three (63) beyond the Masters beginning with **2008-2009**.

A salary credit of **one hundred and five dollars (\$105)** per graduate hour as earned, Board approved, up to sixty-three (63) beyond the Masters beginning with **2009-2010**.

5. Five hundred dollars (\$500) increment for the completion of the second Masters program and the granting of the degree.
6. Five hundred dollars (\$500) increment for the completion of a Doctoral program and the granting of the degree.
7. Salary credit of **ninety-five dollars (\$95)** per hour for hours sixty-three (63) to eighty (80) beyond the Masters for **2007-2008**.

Salary credit of **one hundred dollars (\$100)** per hour for hours sixty-three (63) to eighty (80) beyond the Masters beginning with **2008-2009**.

Salary credit of **one hundred and five dollars (\$105)** per hour for hours sixty-three (63) to eighty (80) beyond the Masters beginning with **2009-2010**.

8. Those teachers without a Masters degree will be paid **ninety-five dollars (\$95)** per hour for graduate work taken beyond thirty (30) hours up to sixty-three (63) for **2007-2008**. (Hours taken beyond the thirty [30] hours but without a Masters prior to July 1, 1989 will remain unpaid.) For teachers under this Section who matriculate in and eventually obtain a Masters, Section 2 applies.

Those teachers without a Masters degree will be paid **one hundred** dollars (\$100) per hour for graduate work taken beyond thirty (30) hours up to sixty-three (63) beginning with **2008-2009**. (Hours taken beyond the thirty [30] hours but without a Masters prior to July 1, 1989 will remain unpaid.) For teachers under this Section who matriculate in and eventually obtain a Masters, Section 2 applies.

Those teachers without a Masters degree will be paid **one hundred and five** dollars (\$105) per hour for graduate work taken beyond thirty (30) hours up to sixty-three (63) beginning with **2009-2010**. (Hours taken beyond the thirty [30] hours but without a Masters prior to July 1, 1989 will remain unpaid.) For teachers under this Section who matriculate in and eventually obtain a Masters, Section 2 applies.

9. These (Section 5 through 8 above) will be applicable in the following circumstances, only if:
 - a. The course or session is previously identified as applicable to this particular category area by special action of the Board.
 - b. The course or session is administratively approved for the particular individual in the particular case, prior to enrollment. (Approval not guided by same rules as applied below sixty-three [63] hours.)
 - c. Completion of course is successful and is verifiable by transcript or certificate (where certificate is appropriate), in either case submitted to the Superintendent.
 - d. Compensation begins the following September, regardless of exact date completion took place.

F. Clarifications Regarding Education Incentive

1. College Undergraduate Courses Given Graduate Credit

Effective July 1, 1989, any teacher seeking graduate credit for an undergraduate course must provide documentation that the college or university will grant such credit prior to taking the course and as part of the statement of intention for the course.

2. Proficiency Exams

Effective July 1, 1989, proficiency exams will not be accepted in lieu of completing a graduate course.

3. Hours Earned Prior to Employment at Cooperstown Central School

It is assumed that any individual hired was credited with proper payment and graduate hours for courses taken prior to employment at Cooperstown Central School District.

4. Approval of Courses to be Taken

Any teacher wishing to take a course for graduate credit and payment under Article XVII of the Contract must have prior approval from the District Office. **For graduate credits beyond a Masters Degree, a maximum of ten (10) on-line courses may be approved.**

5. Eighty (80) Hours Beyond the First or Second Masters Degree

It is agreed that an individual may earn up to eighty (80) hours beyond the first Masters. The intent is not to grant an additional eighty (80) hours beyond the second Masters.

6. Eighty (80) Credit Limit

Under the 1986-1989 Contract, the upper limit for payment of graduate hours was seventy-four (74).

Under the 1989-1992 Contract, the upper limit for payment of graduate hours was eighty (80) beyond the MA.

Under the 1992-1995 Contract, the upper limit for payment of graduate hours was eighty (80) beyond the MA.

Under the 1995-1998 Contract, the upper limit for payment of graduate hours was eighty (80) beyond the MA.

Under the 1998-2000 Contract, the upper limit for payment of graduate hours was eighty (80) beyond the MA.

Under the 2000-2003 Contract, the upper limit for payment of graduate hours was eighty (80) beyond the MA.

Under the 2004-2007 Contract, the upper limit for payment of graduate hours is eighty (80) beyond the MA.

Under the 2007-2010 Contract, the upper limit for payment of graduate hours is eighty (80) beyond the MA.

G. Returning From Leave

Teachers on leave will return at the same salary as when they went on leave. In the case of a teacher who leaves at the end of a school year for a full year, the teacher will return at the same salary plus the salary increase of the new year (only).

H. In-service Incentive

The Board recognizes in-service participation after the fixed date of June 24, 1985, according to terms and limitations below:

1. The Cooperstown Central School District and the Cooperstown Central School Faculty Association agree that participants in in-service training programs will be compensated in the following manner:

- a. Each time five (5) units* or more have been accumulated, **fifteen dollars (\$15.00)** per unit will be added to the base salary for those units. These credits will be made at the start of each school year. **All in-service units credited after the fixed date of July 1, 2007 will be paid at the new rate.**

* A unit is determined by participation during morning or afternoon or evening session.

- b. No in-service credit will be given for Superintendent's Conference, visitation days, or other programs conducted during the school day. Courses taken as a condition of employment or to qualify for a particular salaried position will not count toward in-service credit. The granting of registration fees and other costs associated with in-service activities will be at the discretion of the Superintendent.
- c. **First Aid, CPR and Child Abuse training are prerequisites for coaching. All coaches must meet these requirements prior to assignments. Coaches who allow First Aid and/or CPR requirements to lapse will not be eligible for assignments and direct pay.**

The District will provide and fund the cost of offering the required annual CPR training and tri-annual first aid refresher course. Coaches will not be paid clock hours to take the refresher courses in order to maintain their coaching certification.

- d. Teachers who provide in-service to other teachers, if approved, shall be paid at a rate of forty dollars (\$40) per instructional hour. Teachers providing in-service to other teachers shall be properly certified and qualified as determined by the Superintendent. Teachers who receive payment through another funding source (e.g. Teacher Center or Adult Education) shall not be eligible.

Any District teacher who provides their peers with in-service training shall receive compensation for their preparation time if approved by the Superintendent of Schools at the rate equivalent to summer work with a maximum cap of five (5) hours.

- e. The Superintendent's consideration for approval or disapproval shall be based upon assessment of needs as determined by the District and the value and relationship to the applicant's teaching role at Cooperstown Central School. This shall be done on a per person case-by-case basis.

I. Career Attendance Incentive

The retiree must have at least twenty-eight (28) years of teaching service and/or the first year of eligibility to retire without reduction or penalty.

The full-time teacher who has taught in the Cooperstown Central School system for fifteen (15) consecutive years immediately prior to retirement will qualify.

Total Cooperstown years/total teaching years will be verified with the Superintendent of Schools using the higher total. Years will be rounded to the nearest one-half (0.5) year.

The retirement incentive in the first and second years of eligibility will use the following formula:

- Years of Cooperstown experience times four hundred dollars (\$400)
- Total years experience times one hundred fifty dollars (\$150)
- Unused sick days times **sixty-five** dollars (\$65)

In the future what is now understood to be the first year of eligibility and its benefit level will be applied to bargaining unit members in the first and second years of eligibility in the New York State Teachers' Retirement System without penalty solely. It is expressly understood that any unit member who refrains from exercising their rights to obtain this benefit during this specific window period, shall waive any claim to this benefit in the future

While the sick days are unlimited, for the purpose of calculating the Career Attendance Incentive, the maximum number of sick days is two hundred fifty (250).

The Cooperstown Central School District shall report the full retirement incentive as earnings for the last school year to the New York State Teachers' Retirement System by June 30 for Tier I employees whose membership began prior to June 17, 1971, or as established by the New York State Teachers' Retirement System. The incentive will be paid at mutual satisfaction to both the retiree and Cooperstown Central School prior to June 30 or no later than December 31.

For other retirees, the incentive will be paid at mutual satisfaction to both the retiree and Cooperstown Central School. However, full payment must be made not later than seven (7) months after the effective date of retirement.

The teacher must notify the Superintendent of Cooperstown Central School and the Board of Education not later than March 1 of the year they plan to retire.

The Board of Education of Cooperstown Central School agrees to discuss retirement incentive offers as initiated by New York State and/or New York State Teachers' Retirement System prior to the Board of Education making a decision regarding the offer.

The New York State Teachers' Retirement System teacher printout (December) must be shown to qualify for the number of years plus eligibility to retire with pensions and without reduction or penalty.

J. 403(b) Non-elective Employer Contribution

Remittance: The employer agrees to make a non-elective contribution for the amount the employee is entitled to under the Career Attendance option. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the *Internal Revenue Code*. This contribution will be processed as follows:

1. For employees whose membership began prior to June 17, 1971, the incentive will be paid at mutual satisfaction to both the retiree and Cooperstown Central School prior to June 30 or no later than December 31.
2. For other retirees, the incentive will be paid at mutual satisfaction to both the retiree and Cooperstown Central School. However, full payment must be made not later than seven (7) months after the effective date of retirement.

No Cash Option: No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

Contribution Limitations: In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b) (3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employee Non-elective Contribution referenced in any of the preceding paragraphs exceeds the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

1. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the employee. In no instance shall the employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution; and
2. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employers' employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

403(b) Accounts: Employer contributions shall be deposited into the 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then the Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.

Tier I Adjustments: Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

1. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and the Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest to possible, to the original intent of the parties.

2. This section shall further be subject to the approval of the 403(b) Provider, which shall review this section solely as a matter of form and as the provider of investment products designated to meet the requirement of Section 403(b) of the *Internal Revenue Code*.
3. The Employer shall provide accurate information to the 403(b) Provider regarding the employee's Elective, the Employer Non-elective Contributions and the amount of the employee's compensation.

K. Flex Plan / Section 125 of the Internal Revenue Service Code

It is agreed that the Cooperstown Central School District will participate in an Employees Choice Plan as defined by the Service Agreement available in the Business Office and the following stipulations:

1. **Company**
SIEBA LTD – Specialists In Employee Benefit Administration
2. **Start Date**
October 1, of each year
3. **Cap for Un-reimbursed Medical Expenses**
Three thousand dollars (\$3,000)
4. **Dependent Care Caps**
Five thousand dollars (\$5,000) – Married filing jointly or single head of household according to IRS guidelines.
5. **Cost of employee individual health policy.**
6. **Any money left in an employee's contribution goes to the District.**

**ARTICLE XVIII
EXTRA COMPENSATION SCHEDULES**

A. Summer Stipends

Work done June through September when school is not in regular session shall be compensated at the **rate of two-hundred and four dollars (\$204) per diem (6 hour day) for the life of the contract.** This shall encompass all categories of assignments with the following exceptions:

Bargaining unit members hired to teach in Chapter I Summer School will be compensated as follows:

<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
\$36/hour	\$37/hour	\$38/hour
3 hour day	3 hour day	3 hour day

Bargaining unit members hired to teach Driver's Education will be compensated as follows:

<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
\$6,118	\$6,363	\$6,618

(This does not cover continuation of regular function covered by Law.) Summer positions shall be posted in the school.

B. Coaching and Extracurricular

Bargaining unit members who assume any of the following coaching or extracurricular assignments will be paid according to the schedule below. Figures reported are base salaries.

In addition to their base salaries, coaches will receive the following for each year of service in that position:

2007-2008	\$59
2008-2009	\$61
2009-2010	\$63

In addition, coaches with five (5) years and more longevity will receive the following added to their base:

2007-2008	\$137
2008-2009	\$142
2009-2010	\$148

In addition, coaches with ten (10) years or more longevity will receive the following added to their base:

2007-2008	\$109
2008-2009	\$113
2009-2010	\$118

Other extracurricular personnel (Section 1 and 3 below) will receive the following, in addition to the base, for each year of service in that position:

2007-2008	\$59
2008-2009	\$61
2009-2010	\$63

An individual who moves to a different extracurricular or coaching position may receive partial or full experience credit at the recommendation of the Building Principal and approved by the Superintendent for extracurricular or at the recommendation of the Director of Physical Education, Health and Athletics and approved by the Superintendent for coaching positions. **A bargaining unit member who has volunteered for an extracurricular position at CCS may be granted up to ten (10) years of experience credit if the extracurricular position becomes a paid position.**

A review by committee of the Sports Schedule and/or Extracurricular Stipend schedule will be conducted at the request of either party. Adjustments needed due to season changes or other fundamental adjustments in the activity will be referred to the Liaison Committee.

Any new sports or extracurricular activities would be funded by the District. If any new sport or extracurricular activity is dropped, the District will not have to divide the savings from coaches or advisors salary among the remaining coaches or advisors.

1. Miscellaneous

	2007-2008	2008-2009	2009-2010
	4.00%	4.00%	4.00%
	Base Salary	Base Salary	Base Salary
Chief Information Officer *	\$1,804	\$1,877	\$1,952
Elementary Audio Visual	\$1,326	\$1,379	\$1,434
Secondary Audio Visual Coordinator	\$1,326	\$1,379	\$1,434
LaCava Nature Center	\$2,810	\$2,922	\$3,039
Treasurer of Extracurricular Accounts	\$4,726	\$4,915	\$5,111

***monitor number of hours for one year to assess time outside of regular contract day**

2. Sports Stipend Schedule

	2007-2008	2008-2009	2009-2010
	4.00%	4.00%	4.00%
	Base Salary	Base Salary	Base Salary
Boys			
Varsity Soccer	\$3,283	\$3,415	\$3,551
Junior Varsity Soccer	\$2,896	\$3,012	\$3,133
Modified Soccer	\$2,315	\$2,408	\$2,504
Varsity Football	\$3,283	\$3,415	\$3,551
Assistant Varsity Football	\$2,704	\$2,812	\$2,925
Junior Varsity Football	\$2,896	\$3,012	\$3,133
Modified Football	\$2,315	\$2,408	\$2,504
Assistant Modified Football	\$1,745	\$1,815	\$1,888
Varsity Basketball	\$3,283	\$3,415	\$3,551
Junior Varsity Basketball	\$2,896	\$3,012	\$3,133
7 th Grade Basketball	\$2,315	\$2,408	\$2,504
8 th Grade Basketball	\$2,315	\$2,408	\$2,504
Varsity Wrestling	\$3,283	\$3,415	\$3,551
Tennis	\$2,896	\$3,012	\$3,133
Golf	\$2,896	\$3,012	\$3,133
Varsity Track	\$3,283	\$3,415	\$3,551
Assistant Varsity Track (B&G)	\$2,704	\$2,812	\$2,925
Modified Track	\$2,315	\$2,408	\$2,504
Varsity Baseball	\$3,283	\$3,415	\$3,551
Varsity Cross Country	\$3,283	\$3,415	\$3,551
Assistant Cross Country	\$1,158	\$1,204	\$1,252

**ADDENDUM 2007-2010
FACULTY ASSOCIATION CONTRACT**

**ARTICLE XVIII
EXTRA COMPENSATION SCHEDULES**

B. Coaching and Extracurricular

2. Sports Stipend Schedule

	2007-2008	2008-2009	2009-2010
	4.00%	4.00%	4.00%
	Base Salary	Base Salary	Base Salary
Boys			
JV Baseball	\$2,896	\$3,012	\$3,133
Asst. Modified Wrestling	\$649	\$675	\$702

2. Sports Stipend Schedule

	2007-2008	2008-2009	2009-2010
	4.00%	4.00%	4.00%
	Base Salary	Base Salary	Base Salary
Girls			
JV Softball	\$2,896	\$3,012	\$3,133

3. Extracurricular Stipend Schedule

	2007-2008	2008-2009	2009-2010
	4.00%	4.00%	4.00%
	Base Salary	Base Salary	Base Salary
HS Science Olympiad (2)	\$877	\$912	\$948
Envirothon	\$877	\$912	\$948
Art Club	\$1560	\$1622	\$1687

	2007-2008	2008-2009	2009-2010
	4.00%	4.00%	4.00%
	Base Salary	Base Salary	Base Salary
Modified Wrestling	\$2,315	\$2,408	\$2,504
Varsity Swimming	\$3,283	\$3,415	\$3,551
Modified Baseball	\$2,315	\$2,408	\$2,504
Assistant Modified Track (B&G)	\$1,745	\$1,815	\$1,888
Varsity Bowling (B&G) *	\$2,896	*	*

* will be re-evaluated after one season

	2007-2008	2008-2009	2009-2010
	4.00%	4.00%	4.00%
	Base Salary	Base Salary	Base Salary
Girls			
Varsity Soccer	\$3,283	\$3,415	\$3,551
Varsity Field Hockey	\$3,283	\$3,415	\$3,551
Junior Varsity Field Hockey	\$2,896	\$3,012	\$3,133
Varsity Swimming	\$3,283	\$3,415	\$3,551
Varsity Volleyball	\$3,283	\$3,415	\$3,551
Junior Varsity Volleyball	\$2,896	\$3,012	\$3,133
Modified Volleyball	\$2,315	\$2,408	\$2,504
Varsity Basketball	\$3,283	\$3,415	\$3,551
Junior Varsity Basketball	\$2,896	\$3,012	\$3,133
7 th Grade Basketball	\$2,315	\$2,408	\$2,504
8 th Grade Basketball	\$2,315	\$2,408	\$2,504
Varsity Track	\$3,283	\$3,415	\$3,551
Varsity Softball	\$3,283	\$3,415	\$3,551
Winter Cheerleaders	\$2,315	\$2,408	\$2,504
Modified Field Hockey	\$2,315	\$2,408	\$2,504
Modified Track	\$2,315	\$2,408	\$2,504
Modified Softball	\$2,315	\$2,408	\$2,504
Fall Cheerleaders	\$2,315	\$2,408	\$2,504
Modified Soccer	\$2,315	\$2,408	\$2,504
Junior Varsity Soccer	\$2,896	\$3,012	\$3,133

3. Extracurricular Stipend Schedule

	2007-2008	2008-2009	2009-2010
	4.00%	4.00%	4.00%
	Base Salary	Base Salary	Base Salary
Red Hot Ropers	\$2,318	\$2,411	\$2,507
Music Association Advisor	\$367	\$382	\$397
Senior Jazz Rock Director	\$2,011	\$2,092	\$2,175
Junior Jazz Rock Director	\$1,644	\$1,710	\$1,778

	2007-2008	2008-2009	2009-2010
	4.00%	4.00%	4.00%
	Base Salary	Base Salary	Base Salary
Senior Jazz Rock Vocal Director	\$2,011	\$2,092	\$2,175
Senior Play Director	\$2,136	\$2,222	\$2,310
Set Design Construction (Senior Play)	\$1,150	\$1,196	\$1,244
Musical Director	\$2,502	\$2,602	\$2,706
Set Design Construction (Musical)	\$1,462	\$1,521	\$1,582
Art Director (Musical)	\$679	\$706	\$735
Art Director (Senior Play)	\$265	\$276	\$287
Accompanist (Musical)	\$800	\$832	\$865
Musical Instrumental Director	\$1,180	\$1,228	\$1,277
Vocal Coach/Conductor	\$1,612	\$1,676	\$1,744
Quiz Team Advisor (2)	\$421	\$438	\$456
Library Club Advisor	\$449	\$467	\$486
Varsity C Advisor	\$787	\$819	\$852
National Honor Society Advisor	\$480	\$500	\$520
MS Student Council Advisor	\$1,462	\$1,521	\$1,582
HS Student Council Advisor	\$1,945	\$2,023	\$2,103
Yearbook Advisor	\$2,991	\$3,111	\$3,235
Assistant Yearbook Advisor	\$1,462	\$1,521	\$1,582
Outward Bound School Coordinator	\$1,575	\$1,638	\$1,703
SADD Advisor	\$787	\$819	\$852
Stage/Aud. Technical Director	\$3,937	\$4,095	\$4,259
MS Science Club Advisor (2)	\$843	\$877	\$912
Elementary Assistant Prevention Educator	\$541	\$562	\$585
Middle/High Assistant Prevention Educator	\$865	\$900	\$936
MS Literary Magazine	\$1,460	\$1,519	\$1,579
6th Grade Advisor	\$360	\$374	\$389
7th Grade Advisor	\$360	\$374	\$389
8th Grade Advisor	\$524	\$545	\$567
9th Grade Advisor	\$1,023	\$1,064	\$1,107
10th Grade Advisor	\$1,543	\$1,605	\$1,669
11th Grade Advisor	\$2,530	\$2,632	\$2,737
12th Grade Advisor	\$3,262	\$3,393	\$3,529
Technology Education Club (2)	\$730	\$759	\$790
Lighting/Sound Designer (Musical)	\$706	\$734	\$764
Lighting/Sound Designer (Senior Play)	\$276	\$287	\$298
Web Site Advisor	\$2,450	\$2,548	\$2,650
Odyssey of the Mind Advisor	\$1,207	\$1,256	\$1,306
Elementary School ETC Advisor	\$1,754	\$1,825	\$1,898
Middle School Newspaper Advisor (2)	\$730	\$759	\$790
Media Team Advisor	\$2,300	\$2,392	\$2,488

4. Other	2007-2008	2008-2009	2009-2010
	4.00%	4.00%	4.00%
a. Microscope Cleaning - per day, up to two (2) days:	\$204	\$212	\$220
b. Chemical Inventory - per day, up to four (4) days:	\$204	\$212	\$220
c. Ropes Course Safety (2 teachers) – per day, up to five (5) days:	\$204	\$212	\$220
d. Home Basketball (B&G) Games - Timer/Scorekeeper for both JV and Varsity Games: Home Football Games – Timer/Scorekeeper Home Wrestling Meets – Timer/Scorekeeper	\$51	\$53	\$55
e. Home Basketball (B&G) Games - Shot Clock Position:	\$48	\$50	\$52
f. Parades (per parade, up to a maximum of four [4]), approved by Building Principal:	\$341	\$355	\$369
If there are 2 parades on the same day:	\$409	\$425	\$442
g. Cultural Day (per person) up to three (3) teachers:	\$341	\$355	\$369
h. Chaperone Schedule - Home Events and Overnight*Home Events:			
for up to ten(10) hours:	\$51	\$53	\$55
for each additional ten(10) hours to be prorated:	\$51	\$53	\$55
Away Events and Overnight*Away Events:			
for up to ten(10) hours:	\$87	\$91	\$94
for each additional ten(10) hours to be prorated:	\$87	\$91	\$94
i. Football Game Videotapping per game, plus mileage at the IRS rate for away games	\$45	\$47	\$48
j. Scorekeeper for Modified Volleyball per home event	\$45	\$47	\$48
k. Instructional Support Team (IST) coordinators will be paid at the current summer hourly rate for each hour of work outside of the regular contractual day.			

*excluding time during the regular school day

4. Other	2007-2008	2008-2009	2009-2010
	4.00%	4.00%	4.00%
a. Microscope Cleaning - per day, up to two (2) days:	\$204	\$212	\$220
b. Chemical Inventory - per day, up to four (4) days:	\$204	\$212	\$220
c. Ropes Course Safety (2 teachers) – per day, up to five (5) days:	\$204	\$212	\$220
d. Home Basketball (B&G) Games - Timer/Scorekeeper for both JV and Varsity Games: Home Football Games – Timer/Scorekeeper Home Wrestling Meets – Timer/Scorekeeper	\$51	\$53	\$55
e. Home Basketball (B&G) Games - Shot Clock Position:	\$48	\$50	\$52
f. Parades (per parade, up to a maximum of four [4]), approved by Building Principal:	\$341	\$355	\$369
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g. Cultural Day (per person) up to three (3) teachers:	\$341	\$355	\$369
h. Chaperone Schedule - Home Events and Overnight*Home Events:			
for up to ten(10) hours:	\$51	\$53	\$55
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for up to ten(10) hours:	\$87	\$91	\$94
for each additional ten(10) hours to be prorated:	\$87	\$91	\$94
i. Football Game Videotapping per game, plus mileage at the IRS rate for away games	\$45	\$47	\$48
j. Scorekeeper for Modified Volleyball per game for home events	\$45	\$47	\$48
k. Instructional Support Team (IST) facilitators will be paid at the current summer hourly rate for each hour of work outside of the regular contractual day.			

*excluding time during the regular school day

This schedule does not preclude a unit member from volunteering for the activity and refusing all or part of the stipend.

ARTICLE XIX VOLUNTEERISM

Bargaining unit members may, from time to time, volunteer to participate in or coordinate a school related activity. It is understood that, in those situations where the activity is school sanctioned, all usual and customary District provided insurances and protections shall apply.

Participation or non-participation in voluntary extracurricular, community, club or social activities will not be a valid consideration for evaluating teacher performance. Any bargaining unit member may refuse to accept responsibility for any of these activities. Such refusal shall in no way be reflected in the individual's personnel file.

ARTICLE XX APPOINTMENT AND GUIDANCE OF EXTRA DUTY PERSONNEL

It is recognized that, in the interest of improving the extra duty programs, including coaching, student advising and department chairing among others, it is necessary to better the guidance and evaluation provided by the appropriate administrator. To this end it is agreed that:

- A. There will be at least one (1) evaluative meeting midstream of each activity.
- B. The length and type of each evaluation will be appropriate to each activity.
- C. Positive and/or negative written comments and the evaluatee's written response will be completed at the meeting; appropriate time will be allowed to incorporate suggestions into the program.
- D. The substance of the meeting will not affect the regular evaluations as classroom teachers.
- E. The reappointment or the decision not to reappoint an individual will be based upon evaluations, provided the position is continued by the school, unless the position is one for which a leave has been granted. It is understood that the employer has the final decision to eliminate or create positions. As new positions are created or current positions become vacant, the selection of appointees and control of these positions rests with the employer.
- F. Since each appointment is for one (1) year, the decision of the Board not to reappoint an individual to an extra duty position does not constitute dismissal, discipline, reduction in rank or compensation.
- G. An individual may refuse to accept any such appointment. Such refusal shall in no way be reflected in the individual's personnel file.

An individual who has been in a position for at least three (3) years may apply for a leave lasting up to one (1) year for personal or medical reasons. Granting such leave shall rest with the Board.

**ARTICLE XXI
PART-TIME TEACHERS**

Week equals thirty-six hours and fifteen minutes (36 hrs. 15 min.) or two thousand one hundred seventy-five (2175) minutes.

Day equals seven hours and fifteen minutes (7 hrs. 15 min.) or four hundred thirty-five (435) minutes. From 8:00 a.m. to 3:15 p.m.

For every thirty (30) to forty (40) minutes teaching equals ten (10) minutes preparation time.

For four (4) periods (thirty [30] to forty [40] minutes) or more in one (1) day equals forty (40) minutes preparation time.

Travel if they come twice in one (1) day equals thirty (30) minutes.

Thirty (30) minute lunch if the part-time individual works before and after the normal lunch in a single day.

Part-time employees in these positions may utilize preparation time and/or lunch time to work with students. The administration, however, may not unilaterally assign students.

Part-time employees may opt to forego preparation time on partial days if they so choose. Salary will be adjusted accordingly.

Fringe benefits to be on a prorated basis.

**ARTICLE XXII
SMOKING BY PROFESSIONAL STAFF**

The Cooperstown Central School District and the Cooperstown Central School Faculty Association agree that the Cooperstown Central School should be a smoke-free environment. Therefore, it is agreed that bargaining unit members will follow all State and Federal Laws regarding smoking.

**ARTICLE XXIII
VACATION TIME – GUIDANCE**

A. Counselors

Guidance Counselors may be required to work up to fifteen (15) additional days between Graduation and Labor Day. For this service, they will receive up to one and one-half (1.5) paid vacation days. Notification as to when these days will be provided no later than June 1.

B. Director

The position is entitled to all legal holidays.

The position is entitled to vacation time during the school year following the same schedule as the faculty.

The position is entitled to snow days.

Additional vacation days may be taken after graduation and before Labor Day up to an aggregate of one and two tenths (1.2) (12/10) of the vacation time given to ten (10) month professional staff.

The Superintendent will inform the Director of his/her vacation time by June 15 of each year.

ARTICLE XXIV CSE/CPSE CHAIRPERSON

The District and the Faculty Association agree to the following with respect to the above position and in the event that a bargaining unit member is appointed to the position on a yearly basis.

- A. A ten percent (10%) stipend will be added to the full salary to cover non-school hour responsibilities of the job.
- B. Up to ten (10) days in summer would be approved at one-two hundredths (1/200) of base salary.

ARTICLE XXV INTERN/MENTOR PROGRAM

If a first year teacher is hired, the Superintendent will notify the President of the Faculty Association within ten (10) days of appointment.

The Superintendent will meet with the appropriate administrator to insure that the District developed Mentor Program Plan will be implemented. This plan calls for delineated activities and the designation of persons responsible for carrying out those activities.

It is agreed that administrators have the right to assign the mentor teacher and the Faculty Association has the right to assign the Cooperstown Faculty Association "buddy".

Periodic review of the Mentor Program Plan will be initiated by the Superintendent of Schools.

- A. Any training that the District requires outside of the normal school day or school year shall be compensated at the summer curricular pay rate for each clock hour.
- B. Positions, when available, will follow routine posting procedures.
- C. Mentors shall receive an annual stipend of one thousand dollars (\$1000).
- D. All mentor assignments shall be for a period of one (1) year unless the no-fault clause is enacted.
- E. The mentor shall not take part in any administrative evaluation of the new teacher. Further, the mentor shall not be subject to having their participation in this program become part of their normal evaluation.

**ARTICLE XXVI
JURISDICTION OF AGREEMENT**

- A. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to Law, then such provisions or applications 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.
- B. Copies of this Agreement shall be promptly reproduced at the expense of the Board and given to all teachers.
- C. All terms of this Agreement shall be subject to the full approval and ratification by the Board and the Faculty Association.
- D. In entering into this Agreement, the School District has not diminished the responsibilities associated with its legally assigned duties and authorities. The specific rights and duties of the Board under New York State Education Law are recognized under this Contract. The District cannot reduce, negotiate away, or circumvent its legal responsibilities.

**ARTICLE XXVII
DURATION**

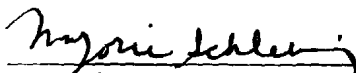
The duration of this Agreement shall be from **July 1, 2007 to June 30, 2010**.

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 voluntary mutual consent of both parties in written and signed amendment to the Agreement.


When the District adopts a change in an established past practice with respect to terms and conditions of employment, and such is not covered by the existing Agreement, it will agree to bargain the impact of this with the Association provided they so request in a timely manner.

FOR THE ASSOCIATION

FOR THE DISTRICT



MARJORIE SCHLEINING
President
Cooperstown Central School Faculty Association



MARY JO A. MC PHAIL
Superintendent of Schools
Cooperstown Central School District

7/12/07
Date

7/12/07
Date

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