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AGREEMENT BETWEEN

THE

**CHIEF EXECUTIVE OFFICER
OF THE SOUTHERN CAYUGA
CENTRAL SCHOOL DISTRICT**

AND THE

**SOUTHERN CAYUGA
TEACHERS ASSOCIATION**

7/1 6/30
2004 - 2009

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I

Principles

Section 1. Certified Personnel:

It is recognized that certified personnel have specialized qualifications and that the success of the educational program in the Southern Cayuga Central Schools depends upon the maximum utilization of the abilities of teachers.

Section 2. Right to Join or not to Join:

It is further recognized that teachers have the right to join or not to join the Association and membership shall not be prerequisite for employment or continuation of employment of any employee.

Section 3. Rights of Minorities and Individuals:

The legal rights inherent in the Statutes of New York State for certified personnel are in no way abridged by this agreement.

Section 4.

The Chief Executive Officer and the Association firmly believe that the primary function of the School District and its certified personnel is to assure each boy and girl attending the Southern Cayuga Central Schools the highest level of educational opportunities obtainable.

The Chief Executive Officer recognizes that teaching is a profession and that the objectives of the educational program are realized to the highest degree when mutual agreement, cooperation, and effective communication exist between the Chief Executive Officer and the Association.

ARTICLE II

Areas for Discussion and Agreement

Section 1.

The Chief Executive Officer or his delegated representatives and the Association will endeavor to reach a mutual agreement regarding matters of wages, salary, hours, other terms and conditions of employment. The Chief Executive Officer and the Association recognize that the Board of Education is the legally constituted body responsible for the determination of policies covering all aspects of the Southern Cayuga Central School District #1. It is recognized that the Board of Education must operate in accordance with the statutory provisions of the New York State Law, New York State Education Department and the Rules and Regulations of the Commissioner of Education. The Board cannot reduce, negotiate or delegate its legal responsibilities.

Section 2. Opening Negotiations:

On or before February 15th, but in no case prior to January 1st, the Association agrees to notify the Chief Executive Officer, in writing, of its readiness to begin negotiations. Within one week thereafter, the Chief Executive Officer and/or his negotiating team will meet at a designated time and place with representatives from the Association to discuss procedures for the conduct of negotiations, and to set a date for the Association to present its proposals at which time all issues to be proposed for discussion shall be submitted in writing by the Association to the Chief School Officer or his delegated representatives. Within twenty-one (21) days after the Association presents its proposals to the Chief Executive Officer, the Chief Executive Officer and his negotiating team will present all of their responses and counter proposals.

Section 3. Committee Reports:

The parties agree that during the period of negotiations prior to the issuance of the report of the fact finder the proceedings of the negotiating committees shall not be released to the public unless such an issuance has the prior approval of both parties.

ARTICLE III

Teacher Conditions for Continued Service

Section 1.

- 1.1 It is required: That at least an average of six hours of course work be accomplished in each year, or, until permanent certification has been acquired. However, a teacher must have completed at least twelve (12) credit hours of graduate course work by the beginning of his/her third year of employment. Exceptions may be granted by the Chief School Administrator with the Certification Advisory Committee acting as an advisory group. Any teacher who has not complied will be held at his previous years salary step. Each teacher will be required to submit evidence that he/she has complied to the Chief School Administrator. However, if the teacher makes up the hours required by this article, he will be placed on the next higher step.
- 1.2 The form and manner of evidence acceptable as proof of completion of graduate course work shall be developed by the Certification Advisory Committee.

Section 2. Certification Advisory Committee (CAC)

- 2.1 A Certification Advisory Committee, will be established by the SCTA composed of five (5) tenure teachers (2 elementary, 1 high school, 1 junior high, and 1 vocational). The Chief School Administrator will act as an ex-officio member.
- 2.2 The Certification Advisory Committee may make recommendations to the Board of Education on course approval and may investigate certification requirements, and advise teachers.
- 2.3 Guidelines for the Certification Advisory Committee and course credit approval
 - a. When possible, a teacher should first select courses to alleviate teacher weaknesses.
 - b. In recommending approval for courses toward certification, the CAC will use present state guidelines until they are revised.
 - c. Any graduate course in one's teaching field will generally be approved, unless exceptional circumstances exist. A "teaching field" is defined as any subject taught by the teacher.
 - d. If a teacher feels a course, not included in the above categories, would increase his teaching proficiency, he should apply to the CSA and the CAC.

ARTICLE IV

Grievance Procedure

Section 1. Declaration of Policy

In order to maintain the harmonious and cooperative relationships among employees, administration and Board of Education which will enhance the educational program in the Southern Cayuga Central School Districts, it is hereby declared that the purpose of these procedures is to provide a means for an orderly settlement of differences, promptly and fairly as they arise.

Section 2. Definitions

- 2.1 Teacher - shall mean any employee in the negotiating unit whose position requires professional certification by the New York State Education Department or any group of such employees.
- 2.2 Administrator - shall mean any teacher, supervisor or administrator responsible for or exercising any degree of supervision or authority over another teacher.
- 2.3 Representative - shall mean the person designated by the aggrieved employee as his counsel or to act in his behalf.
- 2.4 Grievance - shall mean a complaint by a teacher in the negotiating unit that there has been a violation, a misinterpretation, or (inequitable application) of any of the provisions of this agreement.

Section 3. Basic Principles

- 3.1 It is intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The settlement of the grievance at the earliest possible stage is encouraged.
- 3.2 An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- 3.3 An employee shall have the right to be represented at any stage of the procedures by a person or persons of his own choice. The aggrieved employee shall be present at all stages of the grievance procedure.
- 3.4 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

Grievance Procedure Cont'd.

- 3.5 All hearings shall be confidential.
- 3.6 The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn, provided however, the time limits set forth herein may be extended by mutual agreement between the Board of Education, or its representatives, and the aggrieved employee and/or the President of the Unit or his designee.
- 3.7 Teachers shall not leave their classrooms to discuss or process grievances unless they have requested and received permission to do so from the building principal or supervisor. Grievances shall be processed and discussed outside duty hours.
- 3.8 It shall be the responsibility of the chief administrator of the district to take steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures. Failure of an administrator to respond within the appropriate time limits shall move the grievance to the next stage.
- 3.9 All grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a (general) statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.10 The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, and regulations having the force and effect of law which relate to or affect an employee in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.

Section 4. Procedures - Immediate Supervisor

- 4.1 **Informal Stage I** - The aggrieved employee shall orally and in writing present his grievance to his immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The immediate supervisor shall render his determination to the aggrieved employee within five (5) school days after the grievance has been presented to him. A grievance must be submitted at this stage within twelve (12) school days of the date of the occurrence of the event over

Grievance Procedure Cont'd.

which the grievance is made. The grievance shall be deemed waived unless it has been submitted within the specified time limit. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the second stage.

Chief School Administrator

4.2 Stage 2 - (a) Within five (5) school days after a determination has been made at the preceding stage, the aggrieved employee may make a request in writing to the chief administrator for review and determination.

(b) The chief administrator shall immediately notify the aggrieved employee's immediate supervisor and any other person previously rendering a determination in the case to inform him within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.

(c) The decision of the chief school administrator shall be made within ten (10) school days of the receipt of the facts relating to the grievance.

4.3 Stage 3 - Board of Education

The aggrieved teacher may, within five (5) school days of the determination by the chief school administrator, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the chief school administrator. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision within fifteen (15) school days after receiving the request and written statements and record for review.

4.4 Stage 4 - Binding Arbitration

If the grievance is not adjusted satisfactorily at Stage 3, the grievant and Association may submit the grievance to arbitration by submitting a written notice to the chief school administrator within five (5) school days of the Stage 3 determination.

If the parties are unable to agree upon an arbitrator within ten (10) days after written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association or the Public Employment

Grievance Procedure Cont'd.

Relations Board, (PERB). The parties will then be bound by the rules and procedures of the American Arbitration Association or PERB in the selection of an arbitrator.

If no request for a list of arbitrators is made within fifteen (15) days of the written notice of submission to arbitration, the grievance shall be deemed withdrawn.

- 1. The Arbitrator's Award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.**
- 2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.**
- 3. The Arbitrator's Award shall not be contrary to any provision of law, Regulation of the Commissioner of Education, or Rule of the Board of Regents, or any other rule or regulation having the force and effect of law.**
- 4. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties. (The Arbitrator's remedy shall extend only to the grievant(s) who is (are) a party to the grievance.)**
- 5. The Arbitrator shall not usurp the functions of the Board of Education under the law.**
- 6. The decision of the arbitrator shall, if within the scope of his authority, be final and binding upon all parties.**
- 7. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.**

**SOUTHERN CAYUGA CENTRAL SCHOOL
R. D. AURORA, NEW YORK
GRIEVANCE FORM
Step "1" "2" or "3"**

Name of Employee _____ Date _____

Area of Work _____

State the Article _____, Section and/or Paragraph of the Agreement which is being grieved

Nature of Grievance

Redress Sought _____

Signed: _____

Administrative reply

Signed: _____

Copies to:

1. Employee
2. Administrator of Building
3. Superintendent of Schools
4. Board

ARTICLE V

Teaching Conditions

Section 1. Textbooks and Supplies

- 1.1 The Board agrees to continue to provide sufficient textbooks for the students use.
- 1.2 The Board agrees to continue to provide sufficient teaching equipment and supplies as needed in the school system in accordance with the provisions of the Education Law.
- 1.3 Items requisitioned by the teacher and approved in the budget at the annual meeting may be eliminated from or transferred within the budget by the CSA with notice to all teachers with an opportunity to appeal to the central office.

Section 2. Professional Conferences

- 2.1 Educational visitations, conferences, trips, or meetings for which teachers expect reimbursement for necessary expenses must be approved in advance by the Board. Written application for such approval shall be made on forms prescribed by the Board. Request for reimbursement shall be filed with and approved by the Superintendent of Schools on forms prescribed by the Board, together with supporting receipts and other pertinent documents. Mileage reimbursement for transportation by personal automobile will be made at the Internal Revenue Service (IRS) rate in effect as of July 1, of each school year. School vehicles must be used when available and as assigned.
- 2.2 Teachers and Supervisors who have not recently attended their major state subject conference will generally be given priority over teachers and supervisors who have more recently attended.
- 2.3 In cases where teachers who lack priority, would like to attend an approved conference at their own expense, the request will generally be granted, and the Board will provide the substitute.

Section 3. Discipline Committee -

The CSA and the Association shall each appoint at least two persons to serve on the joint committee and those persons shall select a chairman among themselves. They shall periodically review the rules and application of the rules of discipline of the SCCS district and make appropriate written recommendations to the CSA and Board of Education simultaneously.

Teaching Conditions Cont'd.

Section 4. Transfer and Assignments

- 4.1 It shall be agreed that a qualified teacher employee submitting a written application for a vacated or new position within the Southern Cayuga Central School System shall be considered along with applicants from outside the system.
- 4.2 New positions and/or vacated positions will be posted in the office of each school building within one week of acceptance of a resignation or the creation of a new position by the Board of Education.
- 4.3 If a teacher wishes to change buildings or grade level a written request will be made in the event an opening or position in that area occurs.
- 4.4 Teachers will not be asked by the administration to cover another teacher's classroom when such coverage conflicts with a class they are teaching unless an emergency situation would occur on the day of the need.

Section 5. Teacher Evaluation

- 5.1 All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. The use of eaves-dropping, public address, or audio systems, and similar surveillance devices shall be strictly prohibited.
- 5.2 First-year teachers shall receive informal, constructive evaluation in the classroom for the first five (5) weeks of employment.

Probationary teachers shall be formally evaluated at least once during each semester. Tenured teachers shall be evaluated annually. Each formal evaluation shall have four components:

1. **Pre-Conference:**

Each teacher will be involved in a pre-conference with an administrator to establish expectations, directions, and/or mutual areas of interest. As a part of this pre-conference, the teacher will write their objective(s) for the lesson. The objective(s) will be recorded on the Evaluation Form.

2. **Classroom Observation:**

The administrator observes the teacher based on the teacher evaluation criteria, job description and lesson objectives.

3. Post Observation Conference:

After the observation is completed, the evaluator and the teacher will review and discuss the observation within 10 school days. This conference should include a general discussion of the teacher's overall performance including areas that are strong or need improvement. The evaluation further defines desired outcome(s) as well as strategies, resource person(s) and material(s) which the evaluator judges to be helpful in correcting the deficiency. The recommendations will be provided for the teacher at the post observation conference and on the Evaluation form.

4. Two copies of the final written evaluation shall be submitted to the teacher, one to be signed and returned to the administration, the other to be retained by the teacher. The teachers' signature is to acknowledge receipt and not necessarily agreement with the contents of the evaluation.

5.3 Teachers will have the right to review the contents of their personnel file and to make copies of any document in it in the presence of and by appointment with the principal in charge. A teacher shall be entitled to have a representative accompany him during such review.

5.4 The teacher will have the right to submit a written answer to and affix such answer to any material contained within his personnel folder and to have this answer placed in his personnel file. The response shall be dated to encourage prompt rebuttal to documents placed in one's folder.

5.5 Any documented complaint regarding a teacher made to the administration by a parent, student or other person will be promptly called to the attention of the teacher. In this clause the term "documented" shall mean any complaint, either written or oral, made by a person who is willing to identify himself and be named as the complainant.

5.6 An employee who has had a negative document placed in his/her permanent folder, may request that the Superintendent remove such document after two years from the date of such letter if there has not been a reoccurrence. The Superintendent of Schools retains the sole right to approve or deny such requests.

5.7 No teacher will be disciplined, reprimanded or dismissed without just cause. A decision on an individual's appointment to tenure shall not be subject to this clause.

5.8 Tenured teachers will be disciplined for just cause in accordance with the requirements of sections 3012, 3020 and 3020-a of the Education Law.

Section 6. Work Year

The Chief School Administrator and the Association recognize and agree that a teacher's responsibility to his students and his profession generally entails the performance of duties and the expenditure of time beyond the regular work day, but that time and work schedules can and should be established applicable to teachers in the course of their employment. To this end, the following conditions of employment will be effective in our school system:

- 6.1 Full-Time Special Teachers and full time Special Project teachers shall observe the same working hours as teachers of the same level, i.e. elementary school and secondary school.
- 6.2 Duty Free Lunch Period - Elementary Teachers: All elementary teachers shall have a duty free lunch period of at least thirty (30) minutes between the hours of 10:30 a.m. and 1:30 p.m. (This however, shall not prevent teachers from requesting lunch duty).
- 6.3 Secondary school teachers shall have a duty-free lunch period of at least one-half hour between the end of one teaching period and the beginning of another teaching period. This lunch period will be as near the middle of the teaching day as possible.
- 6.4 During the work year, as defined by the New York State Education Law, teachers may be required to report to their schools or to other assigned duties for a maximum of 192 days. If the teacher has not completed all assigned responsibilities additional days may be required.

Effective on July 1, 1995 the length of the school year will be changed from 192 days to 187 days.
- 6.5 Work Day: The teachers' normal work day shall be seven and a quarter hours (7.25). If the starting times (or school hours) for students must be changed, teacher hours would be adjusted accordingly. The parties to this contract agree that the schedule on occasion, may be insufficient to meet with the principal, if requested to do so; to meet with parents at a mutually agreed upon time, to attend building, district, departmental and curriculum meetings, to meet with pupils who may wish assistance or advice, for makeup nights, for supervision of detention sessions and for situations beyond the control of school officials; on such occasions the school schedule does not apply.
- 6.6 Preparation Time: All secondary school teachers shall have the equivalent of at least one (1) preparation period each day, during which they shall not be assigned

to any other duties, except in an emergency. Elementary teachers will have a preparation time each day of at least 45 minutes, insofar as possible.

- 6.7 **School Closing:** On days when school is closed due to inclement weather or other emergency conditions, teachers will not be required to attend unless it is a pre-planned workshop designed by a committee of three (3) teachers appointed by the SCTA, and three (3) administrators. If so, phone contact will be made prior to 9:00 a.m. for secondary teachers and 9:30 a.m. for elementary teachers. In the event personnel do not report for duty, satisfactory evidence of reason for absence must be submitted to the Superintendent of Schools. One two-hundredth of the teacher's annual salary will be deducted for each non-approved absence.

Section 7. Master Scheduling

Master scheduling will be completed as nearly as possible for the following year by August first. This schedule may be secured by those teachers concerned.

Section 8. Secondary Teacher Assignment

Teachers are only assigned six (6) classes if they volunteer or agree to the assignment. Typically, more teachers want to teach six (6) classes than the school district can allow due to the shortage of teachers available to perform such duties. A teacher assigned six (6) classes will not be assigned to homeroom, study hall, hall duty during the school day or lunch duty. Teachers assigned six (6) classes still may be assigned bus duty for one month, and/or early morning lavatory, or cafeteria/corridor breakfast duty for one quarter, or break duty for the school year.

Section 9. Tuition Waiver

Members of the negotiating unit who reside outside of the District boundaries may elect to have their children attend school in the Southern Cayuga Central School District without the payment of tuition subject to the following conditions:

1. An application to enroll the child must be submitted in writing to the Superintendent of Schools no later than April 1, for the following academic school year.
2. The enrollment of a non-resident student shall not result in the displacement of a resident student.
3. There must be a suitable and appropriate educational program for the non-resident student seeking enrollment.

4. **Enrollment of the non-resident student shall not result in additional educational cost to the Southern Cayuga Central School District.**
5. **Non-resident students must comply with the Code of Conduct and all other applicable policies of the Southern Cayuga Central School District.**
6. **Transportation will be available within school district boundary limits, and transportation will be provided in accordance with transportation policy.**

ARTICLE VI

Leaves

Section 1. Sick Leave

- 1.1 Sick leave shall be granted at the rate of twelve (12) days per year, effective 7/1/79, cumulative to one hundred eighty-two (182) days plus the current year. This leave shall be granted for personal illness. Incoming teachers with previous experience will be granted their accumulated sick leave up to the maximum.
- 1.2 Personal illness leave will be earned at the rate of an initial two days plus one day per month for the first year employees.

During the first year of employment there will be no deduction from compensation for days taken in excess of those provided in the first paragraph unless the teacher discontinues employment or the number of personal illness days taken exceeds twelve (12) days.

Section 2. Illness in the Immediate Family

Illness in the immediate family may be charged against personal illness leave for twelve (12) days per year. Up to five (5) days per year of the twelve (12) day school year allotment may be used for illness of parents of the spouse.

Except as provided in the preceding sentence, immediate family shall be defined as spouse, dependent children, mother and father.

In extenuating circumstances, the District will consider requests to use up to the five (5) days allotted in the first paragraph per year on a case by case basis for non-dependent children.

Section 3. Personal Business Leave

Three (3) days may be granted as personal business leave each year; not deductible from sick leave, nor accruable as personal business leave, at the discretion of the CSA or the administrator in charge. Such leave is subject to the conditions contained herein. A bargaining unit member's unused personal business leave days will be added to his/her sick leave accrual at the conclusion of each school year. This benefit will not increase the previously agreed upon limit for sick leave accrual.

1. This personal business leave is to be used for matters which cannot be scheduled outside of school hours.

2. Requests for personal business leave shall be made on forms provided for the purpose and which shall be available in each school office. Except in an emergency situation, requests for personal business leave shall be made at least five (5) days in advance of the leave.

3. A request for personal business leave the day before or the day after a vacation or school recess will be considered only in an emergency situation and granted or denied strictly on the justifiability of the reason given when such request is made. The teacher requesting personal business under such conditions must contact the CSA or his building principal if the CSA is unavailable, prior to the granting of the leave.

4. Personal leave requests for dates on or after May 1 of each year will include the specific reason for said request.

5. Personal business leave is leave which shall be available to staff for the conduct of personal business which cannot be conducted outside of normal school hours. Such leave shall not be used for social and recreational purposes, or for litigation against the school district, its employees or the board of education or for seeking other employment or for conducting activities on behalf of the association its affiliates or any other organization. Except as provided in "4" above, no specific reasons need be given when requesting personal business leave. However, an employee must have a reason which conforms to the above provisions. In addition, any claimed violation that can be substantiated by fact will be reviewed by a committee composed of a member of the Board of Education, an administrator; and a teacher appointed by the Southern Cayuga Teachers Association. This committee will recommend appropriate action to the Board of Education.

Section 4. Extended Leave of Absence

Maternity leave, without pay, for not more than one year, will be granted to all persons when requested. The teacher shall make application for such leave immediately on becoming aware of the pregnancy and not later than the fifth month of pregnancy.

Such leave would start at the discretion of the Board of Education, but not later than three months prior to expected birth, unless otherwise specifically requested by the teacher and approved by a physician. The date established for return from such leave shall be: a) mutually agreed upon by both parties at the time such leave is granted; and b) shall be set so that, insofar as possible, the continuity of the educational program shall not be disrupted.

Leaves Cont'd.

Section 5. Other Leaves of Absence

The Board of Education, at its discretion, may grant a leave of absence without pay to members of the negotiating unit for a period not to exceed one (1) year. All requests for such leave will be made to the Superintendent of Schools who may recommend or not recommend that the Board of Education grant the leave of absence.

Section 6.

Ninety (90) days prior to the expiration of a leave of absence, the District will request from the employee written notification of intent to resume service. The request will be mailed to the teacher by certified mail - return receipt requested. If the employee does not respond prior to sixty (60) days of the expiration of the leave, the District may assume, for the purpose of staffing, that the employee is not returning.

Section 7. Sabbatical Leaves - Full Year Leave

1. Sabbatical leave may be granted after seven (7) years of credited satisfactory full-time teaching in the system.
2. A plan of study shall be submitted through the chief school officer to the Board of Education for its approval.
3. A teacher on Sabbatical Leave will be compensated as follows: One-half year's salary for one complete year of leave, salary based on the step on which the teacher would be if teaching, payment to be on the same schedule as for other teachers in the system. There will be no loss of accumulated sick leave or other fringe benefits in effect at or during the granting of the leave. Prior to granting such leave, proof of pending acceptance in an accredited graduate school must be presented to the Board of Education.
4. One sabbatical leave may be granted for each seven years of credited, satisfactory service, but two consecutive leaves will not be granted to any individual.
5. The Board of Education may limit the number of teachers granted sabbatical leaves in any one year, not to exceed three teachers in one year.
6. Applications for sabbatical leaves shall be made to the Board of Education on or before March first prior to the start of the school year for which the leave is

Leaves Cont'd.

requested. The Board of Education will take action and give written notification of its action to each applicant within thirty (30) days after receipt of request.

7. A teacher on sabbatical leave who becomes incapacitated by illness, injury, or for other reasons is unable to begin or continue the approved course of study, will be treated as any other full time teacher in the system.

8. Acceptance of a request for sabbatical leave ethically obligates the teacher to return to teach at Southern Cayuga Central Schools for the following two years. In the event that a teacher does not return to his teaching position at Southern Cayuga for two full years following the completion of a year of sabbatical leave he will be obligated to repay the amount of his gross pay, less taxes which have been deducted. These payments may be made for a period of not more than two (2) consecutive years for a full year of sabbatical leave or in one lump sum. If he returns to the system for one year following the sabbatical he will be obligated to pay 1/2 the amount of his gross pay, less taxes which have been deducted while on sabbatical.

These payments will be made for a period of not more than one year or in one lump sum. Upon return to the system the teacher will be placed on the next step of the salary schedule.

9. A teacher whose application for sabbatical leave has been approved by the Board of Education of Southern Cayuga Central Schools is automatically relieved of his duties in the school for the sabbatical year.

Section 8. Summer Sabbatical Leave

1. Any permanently certified teacher who has been employed at Southern Cayuga Central School for at least five (5) years may apply for Summer Sabbatical Leave for the purpose of formal study or educational travel with credit, travel for one summer only.

2. A plan of study shall be submitted through the chief school officer to the Board of Education for its approval. Prior to granting such leave the teacher must submit evidence of acceptance to a Graduate School by April 1st.

3. **Summer Sabbatical Leave Pay:** This sabbatical will extend over two to four consecutive summers at a salary rate of the teacher which is in effect at the time and payable at the end of the summer sabbatical period. The rate of compensation for summer sabbatical leave shall be calculated at 12.5% of the rate of the teacher which is in effect at the time for each summer.

Leaves Cont'd.

4. One sabbatical leave may be granted after each five (5) years of credited satisfactory service, but two consecutive leaves will not be granted to any individual.
5. The Board of Education may limit the number of teachers granted sabbatical leaves in any one year, not to exceed one additional individual leave a year.
6. Application for summer sabbatical leaves shall be made by teachers to the Board of Education on or before April 1st, prior to the first summer for which the leave is requested. The Board of Education will take action and make written notification on its action to each applicant within thirty (30) days after receipt of request.
 - a. The applying teacher having the most years of service in the system will have priority.
 - b. If two teachers with equal years of service apply with satisfactory programs the teacher submitting the application at the earliest date will have priority.
 - c. A teacher who has not had a sabbatical leave will be given priority over one who has had such a leave.
7. A teacher on summer sabbatical leave who becomes incapacitated by illness, injury, or for other reasons is unable to begin or continue the approved plan of study, may apply for release of obligation and/or an extension.
8. Precedent to the granting of such leave the teacher shall agree in writing to return to the system for two full years following the termination of the summer sabbatical. If this condition is not met or if the teacher leaves the system at any time before the sabbatical leave is completed he will repay the amount of his gross pay less taxes deducted while on sabbatical. These payments may be made for a period of not more than two consecutive years for a summer sabbatical.

Section 9. Bereavement Leave

When a death occurs in the immediate family of a teacher, up to four (4) days leave with pay will be granted. Immediate family shall be defined as spouse, children, mother, father, brother, sister, grandparents of the employee or parent of spouse and grandchild. These days are not accruable.

Leaves Cont'd.

Section 10. Bodily Injury Leave

In the event whereby an employee incurs bodily injury due to direct action on the part of a student during performances of duty, (as defined by Worker's Compensation) and time lost from school due to that injury extends beyond twenty (20) consecutive working days upon examination by the school's physician if so desired, the Board will treat the first twenty (20) consecutive working days as Injury Leave, not deductible from sick leave. The Employee's sick leave may be applied to the lost time after the injury leave is used up.

Section 11. Sick Leave Bank

11.1 There shall be established a sick leave bank to be available to all professional, certified personnel as defined in the recognition statement of Article I of this agreement. The intention of this sick leave bank is to protect the members from financial burden due to major illness or injury. It is not intended to be the sole solution to the problem of the exhaustion of a member's sick days. (NOTE: for the provisions of this article, "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession).

11.2 This bank shall be administered by a committee consisting of two teachers, appointed by the President of the Association, and two administrators, appointed by the Superintendent. This committee shall review, and pass upon, applications for additional sick leave days submitted by members of the bank. The decisions of this committee shall be final, binding, and not subject to the grievance procedure set forth in this agreement or to any litigation. In the event that the committee is unable to reach a decision, all pertinent information will be forwarded to the Superintendent who will have the authority to make the decision. The Superintendent's decision will not be reviewable by the committee or subject to the grievance procedure or to any litigation.

11.3 The above committee will submit a detailed report of the operation and use of the sick day bank including, but not limited to, the names of the individuals using the sick bank, the number of days used by each individual, the type of involuntary disability or illness, and the manner of certification of the disability or illness. This report will be made to the Superintendent in writing within fifteen (15) days of the end of each semester.

11.4 Other provisions of this section shall be:

1. All contributions will be voluntary, and staff who elect to participate

will do so by filing a signed authorization statement no later than October 1 of each school year.

2. Any teacher who begins teaching after September 1st will have thirty (30) days from the beginning date of employment in which to sign an authorization. Any teacher, excluding new teachers, who join the sick leave bank after October 1, 1984 cannot withdraw days from the sick leave bank prior to September 1 of the following year.
3. The sick leave bank may only be used for involuntary disabilities or illnesses.
4. A person withdrawing from the bank will not be able to withdraw contributed days.
5. A member will not withdraw days from the bank until his/her own accumulated sick leave is depleted. In any case, at least the first thirty days of serious illness or injury must be covered by the person's own accumulated sick leave or absence without pay.
6. The provisions of this sick leave bank do not alter the provision or intent of Article VI, Leaves, section 9, bodily injury leave.
7. A maximum of thirty-five (35) days each school year may be drawn by one individual from the bank.
8. A maximum of one hundred and twenty (120) days each school year may be drawn by all individuals.
9. Each teacher who elects to participate in the sick leave bank shall contribute one day of accrued sick leave during the first year of participation. In subsequent years of participation, a teacher shall donate one day per year providing the total contribution will not result in exceeding a maximum of 225 days -- only new participants will contribute if this situation arises. If, during the school year, the contributions from all other participants would not result in exceeding the maximum of 225 days, each participating teacher shall contribute one day. The number of accumulated days in the sick leave bank shall not exceed 300 days regardless of contributions made by new participants.
10. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.

association certified as mentioned above, shall be deducted in equal successive installments. No later than September 20, the Association shall provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the respective association a list of the members and their addresses who have elected payroll deduction for such association.

4. New employees may elect and authorize payroll deductions for the Southern Cayuga Teachers' Association within thirty (30) days of the effective date of their employment. Deductions will be made in successive equal installments for the balance of the scheduled deduction period.

5. The Board of Education shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Southern Cayuga Central School Teachers Association.

Section 2. General

The Board shall not discriminate in any way against any teacher by reason of his membership in or participation in the activities of the Association or his exercise of rights granted under this Agreement.

Section 3. Use of School Facilities

1. The Association will be permitted the privilege of using school buildings without cost at reasonable times for meetings. Request for approval for the use of buildings will be made to the Superintendent of Schools in advance.
2. The Association agrees to pay actual costs for Association's use of school machines, equipment, and supplies for Association business.
3. All local Association meetings, or committee meetings or other activities of the Association shall be scheduled on non-school time.

Section 4. Agenda and Minutes of Board Meetings

1. The President of the SCTA will be notified of information which concerns the teachers with respect to the tentative agenda of the Board meeting on the day of the Board meeting.
2. A copy of the official Board minutes will be made available to the President of the SCTA as soon as possible after each Board meeting.

Section 5. Association Conferences

1. The Association shall be granted a total of four (4) teacher days per year for attendance at Association conferences. The Association agrees to assume all expenses (hotel, food, cost of suitable substitute, etc.) The district shall assume the expenses of transportation, room and meals of the retirement delegate.

2. Written notice of leave to attend such meetings must be submitted to the Superintendent of Schools, as soon as possible after the meeting has been announced but in no event will the notice be given less than three (3) work days in advance.

Section 6. Authorized Deductions

The District shall, upon receipt of a properly signed Payroll Deduction Authorization Form, deduct the amount so specified by the employee for deduction to:

- a. United Way
- b. Vote-Cope
- c. NYSUT Benefit Trust
- d. Direct Deposit of Paycheck
- e. Tax Sheltered Annuities

The District must receive the form(s) at least ten (10) business days prior to the payroll period for which the form is to be effective.

ARTICLE VIII

In-Service Teacher Training

Section 1.

1. Teachers shall participate in a maximum of 15 inservice workshops during each school year, at the discretion of the Superintendent of Schools. The costs of such workshops to be borne by the Board of Education. The workshops may be held during the school day upon approval of the Board of Education. Approximately 15 class hours will equal one (1) in-service credit. The amount of in-service credit each course will carry will be established prior to the offering of such course.
2. Salary credit will be granted by the Board of Education for in-service training for activities deemed to be worthwhile, certified to be so by the Superintendent of Schools, and approved by the Board of Education prior to the program being conducted.
 - a. Attendance at an in-service course will be paid at the current approved rate for curriculum work.
 - b. Such payment will be a one-time payment and shall not become salary credit.
 - c. The above provisions (a and b) apply only when the in-service credit is earned after school hours. For in-service credit earned during school hours the district will assume the tuition and/or registration costs and provide substitutes as necessary.

Section 2.

In exceptional situations a teacher may request the CAC to review adult education courses directly related to the teacher's work. The CAC will review the courses, evaluate the course for compensation or in-service credit and recommend the course to the Chief School Administrator for approval or non-approval. The Chief School Administrator will review the CAC recommendation and recommend the Board of Education approve or disapprove the course. The Board of Education will determine, at its discretion, what compensation will be made in the event the course is approved.

Section 3.

Approved summer curriculum work will be paid to members of the bargaining

unit at the rate of \$30.00 per hour for the 2004-05 school year; \$31.20 per hour for the 2005-06 school year; \$32.45 per hour for the 2006-07 school year; \$33.75 per hour for the 2007-08 school year and \$35.10 per hour for the 2008-09 school year for up to 6 hours per day for work performed between July 1 and August 31. Approved curriculum work that is performed at times other than between July 1 and August 31, may be compensated at the discretion of the Board of Education, if such work is beyond the scope of the expected duties of those teachers involved.

ARTICLE IX

SALARIES AND BENEFITS

Section 1. Salary Schedule 2004-09

Step	2004-05	2005-06	2006-07	2007-08	2008-09
	Bachelors	Bachelors	Bachelors	Bachelors	Bachelors
1	37,892	38,908	39,964	41,063	42,206
2	38,392	39,408	40,464	41,563	42,706
3	38,912	39,928	40,984	42,083	43,226
4	39,447	40,468	41,525	42,623	43,766
5	40,005	41,025	42,087	43,186	44,328
6	40,582	41,605	42,666	43,770	44,913
7	40,880	42,205	43,269	44,373	45,521
8	41,192	42,515	43,893	45,000	46,148
9	41,513	42,840	44,216	45,649	46,800
10	41,850	43,174	44,554	45,985	47,475
11	42,197	43,524	44,901	46,336	47,824
12	42,557	43,885	45,265	46,697	48,189
13	42,932	44,259	45,640	47,076	48,565
14	43,326	44,649	46,029	47,466	48,959
15	43,739	45,059	46,435	47,870	49,365
16	44,174	45,489	46,861	48,292	49,785
17	44,356	45,941	47,309	48,735	50,224
18	44,539	46,130	47,779	49,201	50,684
19	44,723	46,321	47,975	49,690	51,169
20	44,904	46,512	48,174	49,894	51,678

1.2 Step Placement for Salary Schedules

The step numbers on the salary schedule included in this agreement for the school years 2004-2009 do not represent actual years of accumulated experience for members of the negotiating unit. Members of the negotiating unit will be placed on an appropriate step as mutually agreed upon by both parties for the duration of this agreement. During the life of this agreement from the date of its approval by both parties through June 30, 2009 each individual will hold the step placement agreed upon by both parties.

1.3 Graduate Credit Additional Salary: \$256 for each block of 6 hours of approved graduate credit earned; \$389 for each block of 6 hours of approved graduate credit earned after the 30 hours required for certification for the 2004-05 school year.

Graduate Credit Additional Salary: \$266 for each block of 6 hours of approved graduate credit earned; \$405 for each block of 6 hours of approved graduate credit earned after the 30 hours required for certification for the 2005-06 school year.

Graduate Credit Additional Salary: \$277 for each block of 6 hours of approved graduate credit earned; \$421 for each block of 6 hours of approved graduate credit earned after the 30 hours required for certification for the 2006-07 school year.

Graduate Credit Additional Salary: \$288 for each block of 6 hours of approved graduate credit earned; \$438 for each block of 6 hours of approved graduate credit earned after the 30 hours required for certification for the 2007-08 school year.

Graduate Credit Additional Salary: \$300 for each block of 6 hours of approved graduate credit earned; \$456 for each block of 6 hours of approved graduate credit earned after the 30 hours required for certification for the 2008-09 school year.

- 1.4 In special situations a teacher may request the CAC to review graduate courses not included within section 1, Article III or undergraduate courses directly related to the teacher's work. The CAC will review the courses, evaluate the course's credit hour equivalency, and recommend the course to the Chief School Administrator for approval or non-approval. The Chief School Administrator will review the CAC recommendation and recommend the Board of Education approve or disapprove the course. If the Board of Education approves the course, compensation shall be at the rate specified in section 1.2 of Article IX per block of six (6) credit hours. Approved undergraduate courses shall be compensated at one-half of the rate specified in section 1.2 of Article IX per block of six (6) credit hours.**
- 1.5 Any teacher achieving National Board Certification and AICEP shall receive a stipend of \$1,500.00 each year he/she holds a valid National Board Certificate and AICEP Certificate. Payment shall be made upon completion of an approved program and receipt of verification of successful completion.**
- 1.6 Masters degree in the teachers field: \$965 will be added to the annual salary rate; Masters Degree plus 30 hours earned an additional \$276 will be added to the annual salary rate in the 2004-05 school year.**

Masters degree in the teachers field: \$1,004 will be added to the annual salary rate; Masters Degree plus 30 hours earned an additional \$287 will be added to the annual salary rate in the 2005-06 school year.

Masters degree in the teachers field: \$1,044 will be added to the annual salary rate; Masters Degree plus 30 hours earned an additional \$298 will be added to the

annual salary rate in the 2006-07 school year.

Masters degree in the teachers field: \$1,086 will be added to the annual salary rate; Masters Degree plus 30 hours earned an additional \$310 will be added to the annual salary rate in the 2007-08 school year.

Masters degree in the teachers field: \$1,129 will be added to the annual salary rate; Masters Degree plus 30 hours earned an additional \$322 will be added to the annual salary rate in the 2008-09 school year.

- 1.7 The work year for ten month guidance counselors will extend from September 1 through June 30. An additional stipend of five (5%) percent above the salary schedule amounts will be paid to ten month guidance counselors representing compensation for additional services provided between September 1 and June 30. Guidance counselors who have been assigned to provide additional services shall, subject to the approval of the Superintendent of Schools or designee, establish a schedule to provide guidance services before or after the regular work day for teachers. The schedule will require services to be provided on an as needed basis and at least one guidance counselor will be available to meet with students, parents or professional staff members on at least four (4) days a week. In addition, the Superintendent of Schools may require a work year of up to three (3) days in excess of the work year for classroom teachers.

Guidance counselors who are required to provide service between the period July 1 and August 31 will be compensated as required by Section 3101 of the Education Law.

- 1.8 Salary increase for 2004-09,

An average salary increase including payments for existing credit hours, masters degree and longevity for each returning teacher of four (4.00%) percent will be provided each year for the 2004-05, 2005-06, 2006-07, 2007-08 and 2008-09 school years. New longevity payments will not be subtracted from the four (4.0%) percent increase for the 2004-2009 school years.

Commencing with the school year following the completion of ten (10) years of service in the Southern Cayuga Central School District, the District will pay a longevity payment in the amount of \$400.00 for the 2005-06, 2006-07, 2007-08 and 2008-09 school years.

Commencing with the school year following the completion of fifteen (15) years of service in the Southern Cayuga Central School District, the District will pay a longevity payment in the amount of \$600.00 for the for the 2005-06, 2006-07, 207-08 and 2008-09 school years.

Commencing with the school year following the completion of twenty (20) years of service in the Southern Cayuga Central School District, the District will pay a longevity payment in the amount of \$800.00 for the 2005-06, 2006-07, 2007-08 and 2008-09 school years.

Commencing with the school year following the completion of twenty-five (25) years of service in the Southern Cayuga Central School District, the District will pay a longevity payment in the amount of \$1,000.00 for the 2005-06, 2006-07, 2007-08 and 2008-09 school years.

Longevity amounts shall not be retroactive but shall be cumulative prospectively.

Section 2. Benefits

1. Satisfactory evidence of completion of additional hours of study or an official transcript from the college attended must be presented to the chief school administrator on or before October 15th. Notification of acceptance of the additional credit must be received by the teacher in writing thirty (30) days after submission.

Payments for graduate credits earned during the first semester of a school year must be submitted to the business office by February 15 of each school year in order to be eligible for payment. Graduate payments earned during the first semester and submitted by February 15 will be pro-rated for payment.

2. Credit for military service up to two (2) years may be granted for placement on the salary schedule at the time of hiring.

3. Full credit for teaching experience up to eight years within the last ten (10) years may be granted toward placement on the salary schedule at the time of hiring. Additional credit may be granted at the discretion of the Board.

Section 3. Health Insurance Benefits

1. **Individual Only Coverage.** The District will pay 100%, less one dollar (\$1.00) per year, of the monthly individual healthcare insurance premium for employees who elect to join the District Healthcare Insurance Plan for the period July 1, 2005 through June 30, 2006.

Effective July 1, 2006, the District will pay 95%, of the monthly individual healthcare insurance premium with the individual paying 5% of the monthly individual premium in a total annual amount not to exceed \$300.00 for employees who elect to join the District Healthcare Insurance Plan.

Effective July 1, 2007, the District will pay 93%, of the monthly individual healthcare insurance premium with the individual paying 7% of the monthly individual premium in a total annual amount not to exceed \$475.00 for employees who elect to join the District Healthcare Insurance Plan.

Effective July 1, 2008, the District will pay 90%, of the monthly individual healthcare insurance premium with the individual paying 10% of the monthly individual premium in a total annual amount not to exceed \$650.00 for employees who elect to join the District Healthcare Insurance Plan.

2. **Family Coverage.** Family coverage includes individual coverage and dependent coverage. The Southern Cayuga Central School District (as employer) will pay 100% less \$1.00 for individual employees who join the health insurance plan selected by the District and 75% of the premium for the employees' dependents as designated by the employee.

3. **Entrance Into Plan.** Under extenuating circumstances, the Superintendent may allow an employee entrance into the health insurance plan in other than the anniversary date as allowed by law or the insurance carrier.

4. **Selection of Alternative Carrier.** The District shall have the right to select the insurance carrier as long as the schedule of benefits is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 1982.

5. **Self Funding, Major Medical Maximum and Conversion.** The District shall have the right to provide a schedule of benefits which is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 1982, through a program of self funding.

The major medical limitation shall be defined as an amount not to exceed \$1,000,000 for each individual case.

The District agrees that the administration of claims under any program of self funding shall be substantially equivalent to the administration of claims under the existing health insurance program.

The District agrees to provide a right of conversion to an equivalent insurance plan for employees who cease employment with the school district for reasons other than retirement or discharge prior to the age of 65. Such conversion rights shall be available only in the event the employee is not eligible for group health insurance benefits provided by another employer.

If an individual is unable to convert, then the individual shall, at his or her written

request shall be continued under the self funded program for a period not to exceed one (1) year from the date his or her employment with the school district ceases.

The full cost of the premium under either conversion or continuation shall be assumed by the employee.

If the District establishes a committee to study insurance carriers or self funding, the Association may select a representative as an ex officio member of the committee.

Section 4. Prescription Co-Payment

Effective July 1, 1995, the prescription co-payment shall be increased from \$3.00 for each prescription to \$6.00 for each prescription.

Effective January 1, 2006, the prescription co-pay will be \$6.00 for generic drugs and \$15.00 for brand name or legend drugs.

Effective January 1, 2008, the prescription co-pay will be \$10.00 for generic drugs and \$15.00 for brand name or legend drugs.

Section 5. Schedule of Benefits Equivalence

The schedule of benefits of the Cayuga-Onondaga Area Schools Employees Healthcare Plan shall be considered equal to or better than the schedule of benefits of the health insurance plan in effect as of June 30, 1994.

Section 6. Retirees Health Insurance

- 6.1 Employees retiring after June 30, 1987 must have a minimum of twenty (20) years of service as a teacher in the District to be eligible for health care benefits upon retirement. The level of benefits shall be equivalent to the level provided to active employees and shall include both the plan coverage and employer contribution.

Effective July 1, 2006, retirees who were former employees in the negotiating unit, and who retire on or after July 1, 2006, will pay the same amount for individual coverage only premium as provided in section 3, subsection 1 above. Retirees will make the same contribution for individual only and family (individual/independent) coverage as active employees.

Former employees who retired prior to July 1, 2006, shall continue to receive health insurance benefits equivalent to those provided to active employees

covered by the provisions of the first paragraph of section 3 and 3 (2).

The District will make health insurance available for employees not meeting the above-year requirements as long as they are eligible for retirement under the New York State Teachers' Retirement System, the full cost to be borne by the retiree.

- 6.2 In the event a retiree dies, the spouse, if covered prior to the death of the retiree, will continue to be eligible for health care benefits, but he or she must pay the full cost of the health care benefits.
- 6.3 In the event a retiree's covered spouse dies and the retiree remarries, the new spouse will be eligible for coverage. The full cost of health care benefits for the spouse must be paid by the retiree.
- 6.4 Payments made by the school district for Medicare reimbursement for eligible employees or retirees shall be made on the same percentage basis as contained in Section 3 (1) and (2) of this article. In addition, effective July 1, 2006, the school district's payment of the Medicare Part B premium shall be frozen at the rate in effect as of July 1, 2005, at a maximum rate of up to \$78.20 per month.

Section 7. Dental Insurance

- 7.1 The District will contribute \$160.00 for each member represented by the negotiating unit for the 2004-05, and 2005-06 school years, \$180.00 for each member represented by the negotiating unit for the 2006-07 school year, \$190.00 for each member represented by the negotiating unit for the 2007-08 school year and \$200.00 for each member represented by the negotiating unit for the 2008-09 school year toward the cost of a group dental plan. Any cost above this figure will be the responsibility of the individual.

Section 8. Flexible Spending Plan

Both parties agree to establish a committee to study the feasibility of implementing a flexible spending plan. The committee will meet on or before October 1, 1992, and submit its recommendations to the Board of Education for implementation. The committee shall be composed of two members selected by the Superintendent of Schools, two members selected by the President of the Southern Cayuga Teachers Association. A majority recommendation from the committee will be required, and upon the receipt of such affirmative recommendation the Board of Education shall implement a flexible spending plan for a two year trial period. After the completion of the two year trial period, either party may elect to terminate the flexible spending plan at any time.

ARTICLE X

Salary Schedule **for** **EXTRA-CURRICULAR AND CO-CURRICULAR ACTIVITIES** **2004-2009**

Section 1.

It is agreed that co-curricular activities are an integral part of our school program and that some of those activities require additional time and responsibilities. The inclusion of position titles and salaries for co-curricular, extra-curricular and inter-scholastic athletics is not an assurance that the position will exist. The Board of Education retains the right to approve or eliminate any or all such positions, and to make assignments to such positions. The following schedules only indicate the appropriate salary for such positions when approved.

Section 2. Coaching and Interschool Athletics

POINT SYSTEM BASED

Length of Season: 2 points per week of regular season (No Post-Season)
Winter: 15 weeks. Fall/Spring/MOD's: 10 weeks

Team Type: 10 Points Per Type 1: Varsity Cross Country
Varsity Field Hockey,
Varsity Boys & Girls Soccer,
Varsity Girls Swimming,
Varsity Girls Volleyball,
Varsity Boys & Girls Basketball,
Varsity Cheerleading
Varsity Wrestling,
Varsity Baseball,
Golf
Varsity Softball,
Tennis,
Varsity Track & Field,
Indoor Varsity Track
Varsity Assistant Track & Field

5 Points Per Type 2: JV Field Hockey
JV Girls Volleyball
JV Boys & Girls Basketball,
JV Cheerleading,

JV Wrestling
 JV Boys Baseball
 JV Softball,
 JV Boys & Girls Soccer

0 Points Per Type 3:

Modified Sports (1 team)
 Modified Cross Country/F
 Modified Boys Soccer/F
 Modified Girls Swimming/F
 Modified Boys Swimming/W
 Modified Wrestling/W
 Modified Softball/S
 Modified Track & Field

Team Type: **Level of Sport**

Experience = .5 pt. for every season completed (Fall, Winter or Spring) irrespective of sport.

Section 1. Coaching & Intramural Athletics

Position/Season	Points for Length of Season	Points for Team Type	Total Base Points	Dollar Amount for each point	Base Amount for 2004-05*
Varsity Cross Country/F	20	10	30	57	1710
Modified Cross Country/F	20	0	20	57	1140
Varsity Field Hockey/F	20	10	30	57	1710
JV Field Hockey/F	20	5	25	57	1425
Modified Field Hockey/F	20	0	20	57	1140
Varsity Boys Soccer/F	20	10	30	57	1710
Varsity Girls Soccer/F	20	10	30	57	1710
JV Boys Soccer/F	20	5	25	57	1425
JV Girls Soccer/F	20	5	25	57	1425
Modified Boys Soccer/Fall	20	0	20	57	1140
Varsity Girls Swimming/F	20	10	30	57	1710
Modified Girls Swimming/F	20	0	20	57	1140
Varsity Girls Volleyball/F	20	10	30	57	1710
JV Girls Volleyball/F	20	5	25	57	1425
Varsity Boys Basketball/W	30	10	40	57	2280
Varsity Girls Basketball/W	30	10	40	57	2280
JV Boys Basketball/W	30	5	35	57	1995
JV Girls Basketball/W	30	5	35	57	1995
8th Grade Girls Basketball/W	20	0	20	57	1140
8th Grade Boys Basketball/W	20	0	20	57	1140
7th Grade Girls Basketball/W	20	0	20	57	1140

7th Grade Boys Basketball/W	20	0	20	57	1140
Varsity Cheerleading/W	30	10	40	57	2280
JV Cheerleading/W	30	5	35	57	1995
Varsity Boys Swimming/W	30	10	40	57	2280
Modified Boys Swimming/W	20	0	20	57	1140
Varsity Indoor Track/W	30	10	40	57	2280
8th Grade Girls Volleyball/W	20	0	20	57	1140
7th Grade Girls Volleyball/W	20	0	20	57	1140
Varsity Wrestling/W	30	10	40	57	2280
JV Wrestling/W					
Modified Wrestling/W	20	0	20	57	1140
Varsity Baseball/S	20	10	30	57	1710
JV Boys Baseball/S	20	5	25	57	1425
Modified Baseball 7th/S	20	0	20	57	1140
Varsity Golf/S	20	10	30	57	1710
Varsity Softball/S	20	10	30	57	1710
JV Softball/S	20	5	25	57	1425
Modified Softball/S	20	0	20	57	1140
Varsity Tennis/S	20	10	30	57	1710
Varsity Track & Field/S	20	10	30	57	1710
Varsity Asst. Track & Field/S	20	10	30	57	1710
Modified Track & Field/S	20	0	20	57	1140

*Base amount does not include experience credit or any special adjustment.

Section 1. Coaching & Intramural Athletics

Position/Season	Points for Length of Season	Points for Team Type	Total Base Points	Dollar Amount for each point	Base Amount for 2005-06*
Varsity Cross Country/F	20	10	30	62	1860
Modified Cross Country/F	20	0	20	62	1240
Varsity Field Hockey/F	20	10	30	62	1860
JV Field Hockey/F	20	5	25	62	1550
Modified Field Hockey/F	20	0	20	62	1240
Varsity Boys Soccer/F	20	10	30	62	1860
Varsity Girls Soccer/F	20	10	30	62	1860
JV Boys Soccer/F	20	5	25	62	1550
JV Girls Soccer/F	20	5	25	62	1550
Modified Boys Soccer/Fall	20	0	20	62	1240
Modified Girls Soccer/Fall	20	0	20	62	1240
Varsity Girls Swimming/F	20	10	30	62	1860
Modified Girls Swimming/F	20	0	20	62	1240
Varsity Girls Volleyball/F	20	10	30	62	1860
JV Girls Volleyball/F	20	5	25	62	1550
Varsity Boys Basketball/W	30	10	40	62	2480
Varsity Girls Basketball/W	30	10	40	62	2480
JV Boys Basketball/W	30	5	35	62	2170
JV Girls Basketball/W	30	5	35	62	2170
8th Grade Girls Basketball/W	20	0	20	62	1240

8th Grade Boys Basketball/W	20	0	20	62	1240
7th Grade Girls Basketball/W	20	0	20	62	1240
7th Grade Boys Basketball/W	20	0	20	62	1240
Varsity Cheerleading/W	30	10	40	62	2480
JV Cheerleading/W	30	5	35	62	2170
Varsity Boys Swimming/W	30	10	40	62	2480
Modified Boys Swimming/W	20	0	20	62	1240
Varsity Indoor Track/W	30	10	40	62	2480
8th Grade Girls Volleyball/W	20	0	20	62	1240
7th Grade Girls Volleyball/W	20	0	20	62	1240
Varsity Wrestling/W	30	10	40	62	2480
JV Wrestling/W					
Modified Wrestling/W	20	0	20	62	1240
Varsity Baseball/S	20	10	30	62	1860
JV Boys Baseball/S	20	5	25	62	1550
Modified Baseball 7th/S	20	0	20	62	1240
Varsity Golf/S	20	10	30	62	1860
Varsity Softball/S	20	10	30	62	1860
JV Softball/S	20	5	25	62	1550
Modified Softball/S	20	0	20	62	1240
Varsity Tennis/S	20	10	30	62	1860
Varsity Track & Field/S	20	10	30	62	1860
Varsity Asst. Track & Field/S	20	10	30	62	1860
Modified Track & Field/S	20	0	20	62	1240

*Base amount does not include experience credit or any special adjustment.

Section 1. Coaching & Intramural Athletics

Position/Season	Points for Length of Season	Points for Team Type	Total Base Points	Dollar Amount for each point	Base Amount for 2006-07*
Varsity Cross Country/F	20	10	30	65	1950
Modified Cross Country/F	20	0	20	65	1300
Varsity Field Hockey/F	20	10	30	65	1950
JV Field Hockey/F	20	5	25	65	1625
Modified Field Hockey/F	20	0	20	65	1300
Varsity Boys Soccer/F	20	10	30	65	1950
Varsity Girls Soccer/F	20	10	30	65	1950
JV Boys Soccer/F	20	5	25	65	1625
JV Girls Soccer/F	20	5	25	65	1625
Modified Boys Soccer/Fall	20	0	20	65	1300
Modified Girls Soccer/Fall	20	0	20	65	1300
Varsity Girls Swimming/F	20	10	30	65	1950
Modified Girls Swimming/F	20	0	20	65	1300
Varsity Girls Volleyball/F	20	10	30	65	1950
JV Girls Volleyball/F	20	5	25	65	1625
Varsity Boys Basketball/W	30	10	40	65	2600
Varsity Girls Basketball/W	30	10	40	65	2600
JV Boys Basketball/W	30	5	35	65	2275

JV Girls Basketball/W	30	5	35	65	2275
8th Grade Girls Basketball/W	20	0	20	65	1300
8th Grade Boys Basketball/W	20	0	20	65	1300
7th Grade Girls Basketball/W	20	0	20	65	1300
7th Grade Boys Basketball/W	20	0	20	65	1300
Varsity Cheerleading/W	30	10	40	65	2600
JV Cheerleading/W	30	5	35	65	2275
Varsity Boys Swimming/W	30	10	40	65	2600
Modified Boys Swimming/W	20	0	20	65	1300
Varsity Indoor Track/W	30	10	40	65	2600
8th Grade Girls Volleyball/W	20	0	20	65	1300
7th Grade Girls Volleyball/W	20	0	20	65	1300
Varsity Wrestling/W	30	10	40	65	2600
JV Wrestling/W					
Modified Wrestling/W	20	0	20	65	1300
Varsity Baseball/S	20	10	30	65	1950
JV Boys Baseball/S	20	5	25	65	1625
Modified Baseball 7th/S	20	0	20	65	1300
Varsity Golf/S	20	10	30	65	1950
Varsity Softball/S	20	10	30	65	1950
JV Softball/S	20	5	25	65	1625
Modified Softball/S	20	0	20	65	1300
Varsity Tennis/S	20	10	30	65	1950
Varsity Track & Field/S	20	10	30	65	1950
Varsity Asst. Track & Field/S	20	10	30	65	1950
Modified Track & Field/S	20	0	20	65	1300

*Base amount does not include experience credit or any special adjustment.

Section 1. Coaching & Intramural Athletics

Position/Season	Points for Length of Season	Points for Team Type	Total Base Points	Dollar Amount for each point	Base Amount For 2007-08*
Varsity Cross Country/F	20	10	30	70	2100
Modified Cross Country/F	20	0	20	70	1400
Varsity Field Hockey/F	20	10	30	70	2100
JV Field Hockey/F	20	5	25	70	1750
Modified Field Hockey/F	20	0	20	70	1400
Varsity Boys Soccer/F	20	10	30	70	2100
Varsity Girls Soccer/F	20	10	30	70	2100
JV Boys Soccer/F	20	5	25	70	1750
JV Girls Soccer/F	20	5	25	70	1750
Modified Boys Soccer/Fall	20	0	20	70	1400
Modified Girls Soccer/Fall	20	0	20	70	1400
Varsity Girls Swimming/F	20	10	30	70	2100
Modified Girls Swimming/F	20	0	20	70	1400
Varsity Girls Volleyball/F	20	10	30	70	2100
JV Girls Volleyball/F	20	5	25	70	1750
Varsity Boys Basketball/W	30	10	40	70	2800

Varsity Girls Basketball/W	30	10	40	70	2800
JV Boys Basketball/W	30	5	35	70	2450
JV Girls Basketball/W	30	5	35	70	2450
8th Grade Girls Basketball/W	20	0	20	70	1400
8th Grade Boys Basketball/W	20	0	20	70	1400
7th Grade Girls Basketball/W	20	0	20	70	1400
7th Grade Boys Basketball/W	20	0	20	70	1400
Varsity Cheerleading/W	30	10	40	70	2800
JV Cheerleading/W	30	5	35	70	2450
Varsity Boys Swimming/W	30	10	40	70	2800
Modified Boys Swimming/W	20	0	20	70	1400
Varsity Indoor Track/W	30	10	40	70	2800
8th Grade Girls Volleyball/W	20	0	20	70	1400
7th Grade Girls Volleyball/W	20	0	20	70	1400
Varsity Wrestling/W	30	10	40	70	2800
JV Wrestling/W					
Modified Wrestling/W	20	0	20	70	1400
Varsity Baseball/S	20	10	30	70	2100
JV Boys Baseball/S	20	5	25	70	1750
Modified Baseball 7th/S	20	0	20	70	1400
Varsity Golf/S	20	10	30	70	2100
Varsity Softball/S	20	10	30	70	2100
JV Softball/S	20	5	25	70	1750
Modified Softball/S	20	0	20	70	1400
Varsity Tennis/S	20	10	30	70	2100
Varsity Track & Field/S	20	10	30	70	2100
Varsity Asst. Track & Field/S	20	10	30	70	2100
Modified Track & Field/S	20	0	20	70	1400

*Base amount does not include experience credit or any special adjustment.

Section 1. Coaching & Intramural Athletics

Position/Season	Points for Length of Season	Points for Team Type	Total Base Points	Dollar Amount for each point	Base Amount for 2008-09*
Varsity Cross Country/F	20	10	30	75	2250
Modified Cross Country/F	20	0	20	75	1500
Varsity Field Hockey/F	20	10	30	75	2250
JV Field Hockey/F	20	5	25	75	1875
Modified Field Hockey/F	20	0	20	75	1500
Varsity Boys Soccer/F	20	10	30	75	2250
Varsity Girls Soccer/F	20	10	30	75	2250
JV Boys Soccer/F	20	5	25	75	1875
JV Girls Soccer/F	20	5	25	75	1875
Modified Boys Soccer/Fall	20	0	20	75	1500
Modified Girls Soccer/Fall	20	0	20	75	1500
Varsity Girls Swimming/F	20	10	30	75	2250
Modified Girls Swimming/F	20	0	20	75	1500
Varsity Girls Volleyball/F	20	10	30	75	2250

JV Girls Volleyball/F	20	5	25	75	1875
Varsity Boys Basketball/W	30	10	40	75	3000
Varsity Girls Basketball/W	30	10	40	75	3000
JV Boys Basketball/W	30	5	35	75	2625
JV Girls Basketball/W	30	5	35	75	2625
8th Grade Girls Basketball/W	20	0	20	75	1500
8th Grade Boys Basketball/W	20	0	20	75	1500
7th Grade Girls Basketball/W	20	0	20	75	1500
7th Grade Boys Basketball/W	20	0	20	75	1500
Varsity Cheerleading/W	30	10	40	75	3000
JV Cheerleading/W	30	5	35	75	2625
Varsity Boys Swimming/W	30	10	40	75	3000
Modified Boys Swimming/W	20	0	20	75	1500
Varsity Indoor Track/W	30	10	40	75	3000
8th Grade Girls Volleyball/W	20	0	20	75	1500
7th Grade Girls Volleyball/W	20	0	20	75	1500
Varsity Wrestling/W	30	10	40	75	3000
JV Wrestling/W					
Modified Wrestling/W	20	0	20	75	1500
Varsity Baseball/S	20	10	30	75	2250
JV Boys Baseball/S	20	5	25	75	1875
Modified Baseball 7th/S	20	0	20	75	1500
Varsity Golf/S	20	10	30	75	2250
Varsity Softball/S	20	10	30	75	2250
JV Softball/S	20	5	25	75	1875
Modified Softball/S	20	0	20	75	1500
Varsity Tennis/S	20	10	30	75	2250
Varsity Track & Field/S	20	10	30	75	2250
Varsity Asst. Track & Field/S	20	10	30	75	2250
Modified Track & Field/s	20	0	20	75	1500

*Base amount does not include experience credit or any special adjustment.

Section 4. Co-Curricular Schedule

Category I

Class X

Category II

Class XI

Yearbook

Literary Magazine

Category III

Class XII

Students for Politics

Future Business Leaders of America

Category IV

Class XIII

Dramatic Director – per show

Drama & Musical.

Musical Director – per show

Lighting & Costumes (split)

Category V

Category XIV

Junior Class Co-Advisor, split

MS/Elementary Science Club, split

Assistant Drama Director-per show

Category VI

Senior Class Advisor, each (maximum of 2)

Honor Society

Aerodynamics

Future Farmers of America

Middle School Student Council

High School Student Council

Musical Choreographer – per show

Category VII

Category VIII

Stage Band

High School Challenge

Coordinator of Contests

Junior Class Advisor

Category IX

School Newspaper

JV Stage Band

Foreign Language Club

Freshman Class Advisor

Sophomore Class Advisor

Position	Category	2004-05	2005-06	2006-07	2007-08	2008-09
Yearbook	II	2122	2164	2207	2251	2296
Students for Politics	III	2003	2043	2084	2126	2168
FBLA	III	2003	2043	2084	2126	2168
Drama Director	IV	1768	1803	1839	1876	1913
Musical Director	IV	1768	1803	1839	1876	1913
Junior Class Co-Advisor	V	1503	1534	1564	1596	1627
Science Club	V	1503	1534	1564	1596	1627
Asst. Drama Director	V	1503	1534	1564	1596	1627
Sr. Class Advisor	VI	1326	1353	1380	1407	1435
Honor Society	VI	1326	1353	1380	1407	1435
Aerodynamics	VI	1326	1353	1380	1407	1435
FFA	VI	1326	1353	1380	1407	1435
MS Student Council	VI	1326	1353	1380	1407	1435
HS Student Council	VI	1326	1353	1380	1407	1435
Musical Choreographer	VI	1326	1353	1380	1407	1435
	VII	1129	1152	1175	1198	1222
Stage Band	VIII	996	1016	1036	1057	1078
HS Challenge	VIII	996	1016	1036	1057	1078
Coordinator of Contests	VIII	996	1016	1036	1057	1078
Jr. Class Advisor	VIII	996	1016	1036	1057	1078
School Newspaper	IX	797	813	829	845	862
JV Stage Band	IX	797	813	829	845	862
Foreign Language	IX	797	813	829	845	862
Frosh Class Advisor	IX	797	813	829	845	862
Soph Class Advisor	IX	797	813	829	845	862
Literary Magazine	XI	652	665	678	692	706
Drama & Musical Lighting & Costumes	XIII	1275	1301	1327	1353	1380

School Store
Jr FFA

Section 5. Extra Duty Assignment Schedule

Category I

Department Coordinators

Category II

Summer School Coordinator

Category III

Category IV

Category V

Category VI

Category VII

Category VIII

Webmaster

Category IX

Lighting Technician (exclusive of plays)
Assembly Coordinator

Category X

Family Night Swim-per session
Detention Supervisor

Category XI

Saturday Morning Basketball -
per session (with added \$100 for
Coordinator)
Teacher in Charge

Category XII

Scorer for Varsity & Junior Varsity
Basketball – per game
Game Chaperone
Extra Assignment
Varsity Time Keeper for (Soccer,
Field Hockey, Wrestling, Basketball,
Swimming, Volleyball)
Time Keeper for JV Basketball
Syracuse Stage chaperone (each)
1 for 25 or fewer students or 2 for
26 or more students
Ski Club chaperone (each): 1 for 25
Or fewer students or 2 for 26 or more
Students

Category XIII

Category XIV

Music Teachers per day for approved
Competition

Category	Position	2004-05	2005-06	2006-07	2007-08	2008-09
I	Department Coordinator	2417	2514	2614	2719	2828
II	Summer School Coordinator	2163	2250	2340	2433	2531
VIII	Webmaster	1015	1056	1098	1142	1187
IX	Lighting Technician	812	845	879	914	950
IX	Assembly Coordinator	812	845	879	914	950
X	Family Swim	50	52	54	56	58
X	Detention Supervisor	50	52	54	56	58
XI	Sat. Morning Basketball	665	691	719	748	777
XI	Teacher in Charge	665	691	719	748	777
XII	Scorers	42	43	45	47	49

XII	Game Chaperone	42	43	45	47	49
XII	Time Keepers	42	43	45	47	49
XII	Syracuse Stage	42	43	45	47	49
XII	Ski Club	42	43	45	47	49
XIV	Music Teacher (approved competition)	87	91	94	98	102

Any assistant (not volunteer) coaches that are appointed by the Board of Education will receive a rate of pay of 50% of the Category for the sport in which they are assisting.

Section 6. Assigned Extra-Curricular Duty:

Each teacher may be subject to assignment to one (1) extra-curricular assignment without extra compensation.

Compensation at the rate of \$30.00 per hour for the 2004-05 school year; \$31.20 per hour for the 2005-06 school year; \$32.45 per hour for the 2006-07 school year; \$33.75 per hour for the 2007-08 school year and \$35.10 per hour for the 2008-09 will be made for extra assignment beyond those previously stated.

Section 7. Extra-Curricular -- Appointment to Positions

1. All openings in extra-curricular activities will be posted at a reasonable time prior to filling the position.
2. In filling positions, every effort will be made to give present staff first consideration.
3. Extra-Curricular contracts to be issued to present personnel will be tendered at a reasonable time before the beginning of the season.

ARTICLE XI
Miscellaneous

Section 1.

If any provision of the agreement or any application of the agreement shall be found contrary to law or would tend to impinge upon or reduce in any way the duties, rights, or responsibilities of the Board of Education as defined in Sections 1709, 1711, 3013, or any other section or sections of the Education Law, then such provision or application shall not be deemed valid or subsisting, but all other provisions or applications will continue.

Section 2.

This agreement shall constitute the full and complete commitments of the school district to the teachers association. The teachers association agrees that all terms and conditions of employment of concern have been discussed during the negotiations leading to this agreement and that negotiations will not be reopened at any time on any item whether contained herein or not before the reopening date for negotiations as established in this agreement.

Section 3.

This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.

ARTICLE XII

Management's Rights

Section 1.

The Association recognizes that the District retains the right and authority to manage the business of the District, including, but not limited to, the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the types of educational services it shall provide within lawful limitations; to hire, layoff, assign, transfer and promote employees, to promote to a better position, to discharge, demote, discipline, and to maintain discipline and efficiency of employees; to determine the number of teaching and non-teaching staff; to make teaching assignments and determine class size; to introduce new or improved methods, techniques, and programs of teaching; to determine the method of operation of the cafeteria; to continue to employ part time teaching personnel; to evaluate employees; to establish busing procedures and requirements; to determine the number and duties of employees to discontinue or consolidate programs; and to make reasonable rules and regulations pertaining to employees covered by this agreement.

Section 2.

The items listed above are the prerogative of the Board of Education. Items in the contract are the only items that will be subject to arbitration. The Teachers and the District agree that Managements Rights do not apply to terms and conditions of employment which are stated in this agreement. Managements Rights is not intended to deny arbitration of any matters covered in this agreement.

Section 3.

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

Section 4.

Areas of concern now exist concerning the gray area between contract language and management rights in the present language:

- a. Transfer and discipline of teachers, teaching assignments, employee evaluation.

b. The District desires to eliminate any possibility of an arbitrator making a ruling on any items outside of the contract which would affect Management Rights. The District does not intend to deny the arbitrability of the items in the contract.

ARTICLE XIII

**Agreements Between Public Employers and Employee Organizations
(Section 204-a, Civil Service Law)**

Section 1.

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

Section 2.

This agreement is made and entered into on this 20 day of September 2006 by and between the Chief Executive Officer of Southern Cayuga Central School District and the Southern Cayuga Central School Teachers Association. This agreement shall be applicable to members of the negotiating unit and shall continue in effect from July 1, 2004 to June 30, 2009.

For the Southern Cayuga Central
School Teachers Association

Cheryl A Jackson
President

For the Southern Cayuga Central
School District

James W. Hayden
Chief Executive Officer

Resolution of the Board of Education of Southern Cayuga Central School District implementing subject agreement where needed and providing the necessary funds therefore was passed on December 12 2005.

Nynette Adams
District Clerk

September 8, 2006

Mr. Harry Slywiak
Field Representative
New York State United Teachers
7143 Henry Clay Blvd.
Liverpool, New York 13088

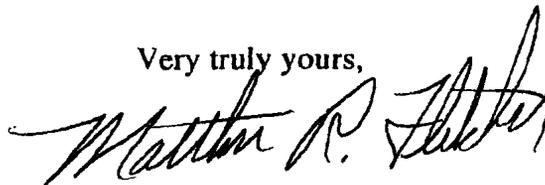
Re: Health Care Benefits for
Retirees

Dear Harry:

This side letter represents an agreement reached with respect to health care benefits for retirees.

Employees in active employment on September 1, 1987 and who were hired prior to June 30, 1986 will be eligible for health care benefits upon retirement providing they have completed 16 or more years of service as a teacher to the district.

Very truly yours,

A handwritten signature in black ink, appearing to read "Matthew R. Fletcher". The signature is written in a cursive style with a large, prominent initial "M".

Matthew R. Fletcher
Assistant Superintendent for
Personnel Relations

MRF/dbd

September 8, 2006

Mr. Harry Slywiak
Field Representative
New York State United Teachers
4983 Brittonfield Parkway
Post Office Box 247
East Syracuse, New York 13057

Re: Lifeguarding Certification

Dear Harry:

This side letter represents an agreement reached with respect to the possession and maintenance of lifeguarding certification for physical education teachers employed by the Southern Cayuga Central School District.

It is agreed that all newly hired physical education teachers will be required to possess and maintain lifeguarding and associated certifications and such certifications as specified by the school district at the time of employment permitting the teachers to teach swimming to students and supervise the swimming pool for students attending the Southern Cayuga Central School District.

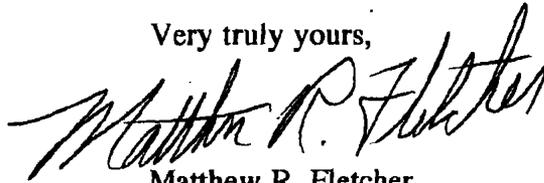
With respect to existing physical education teachers all teachers will be encouraged to maintain existing lifeguarding certifications or to obtain lifeguarding certification in the event that the existing staff member does not currently possess such certification. It is additionally agreed that the four (4) out of the current six (6) physical education staff members who are assigned to the Middle School/High School will maintain, as a minimum, current Pool Lifeguarding from The American National Red Cross or an equivalent certifying agency. Associated certification shall also be maintained, as currently required. Physical education teachers shall maintain these certifications in order to be available for assignment for teaching and supervisory assignments during the school day.

Advanced training in first aid, CPR for the professional rescuer, AED utilization, and WSI or the equivalent training in those circumstances where it is not a current requirement will be encouraged. If any compensation for such training is to be arranged, it will be done as the result of an agreement between the Superintendent of Schools and Southern Cayuga Central School Teachers' Association.

The school district agrees to pay for the costs of recertification of newly hired physical education teachers that occurs after initial employment and for recertification and/or lifeguard training of existing physical education teachers and shall provide time during the school day for the training. The school district will use its best efforts to provide the training at the Southern Cayuga Middle School/High School. Alternatively, the school district may elect to pay for time in attendance at training programs after school hours at an approved alternative site at the rate specified in Article X, section 4 of the negotiated agreement.

The school district agrees not to take disciplinary action against any of the existing physical education teachers employed as of November 1, 2003, who fail to qualify for the lifesaving certification provided that the teacher has participated in the lifesaving certification program and has made a good faith effort to qualify.

Very truly yours,

A handwritten signature in black ink, appearing to read "Matthew R. Fletcher". The signature is written in a cursive style with a large, prominent initial "M".

Matthew R. Fletcher
Assistant Superintendent for
Personnel Relations

MRF/dbd

September 8, 2006

Mr. Harry Slywiak
Field Representative
New York State United Teachers
4983 Brittonfield Parkway
Post Office Box 247
East Syracuse, New York 13057

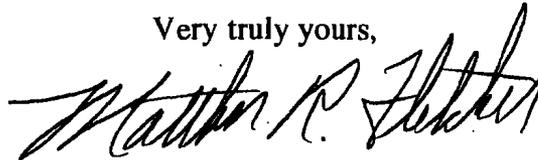
Re: Teaching Assistants

Dear Harry:

This side letter is to explain the application of the salary increases provided to members of the negotiating unit represented by the Southern Cayuga Teachers' Association to teaching assistants and to acknowledge the order of the Public Employment Relations Board (PERB) that included teaching assistants in the negotiating unit. In Southern Cayuga Central School District, 37 PERB ¶3028 (2004), the PERB granted a unit placement petition of the Southern Cayuga Central School Teachers' Association and ordered that the position of teaching assistant be added to the unit represented by the Association.

As a result of negotiations with the Southern Cayuga Central School Teachers' Association, the District agrees to provide salary increases to the teaching assistants in the amount of four (4%) percent each year for the 2004-05, 2005-06, 2006-07, 2007-08 and 2008-09 school years. The School District further agrees to continue to provide the benefits contained within the memorandum dated September 1, 1996, during the term of this agreement.

Very truly yours,



Matthew R. Fletcher
Assistant Superintendent for
Personnel Relations

MRF/dbd

September 8, 2006

Mr. Harry Slywiak
Field Representative
New York State United Teachers
4983 Brittonfield Parkway
Post Office Box 247
East Syracuse, New York 13057

Re: Special Longevity Payment

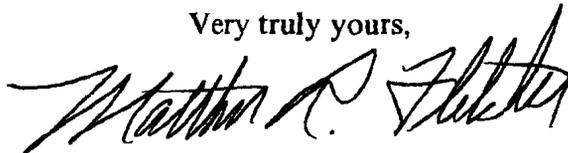
Dear Harry:

This side letter represents an agreement reached with respect to a special longevity payment for members of the negotiating unit that were not otherwise eligible to receive cumulative longevity payments because they were beyond the twenty-five year longevity payment at the time it was implemented. The School District agrees to make a special payment in the amount of \$800.00 to the following members of the negotiating unit who did not receive cumulative longevity payments because they were beyond the twenty-five years of service at the time the longevity payment was implemented.

The payment will be included in the 2006-2007 school year salary as an \$800.00 flat rate payment, and thereafter, in subsequent school years the \$800.00 payment will be added to base salary. The eligible members of the negotiating unit are:

Patrick Armstrong
Bonnie Blair
Cathy Burns
Robert Kalweit
Debbie Mann
Patricia Nunno
Donna Riester
Connie Rejman
Terry Underwood

Very truly yours,



Matthew R. Fletcher
Assistant Superintendent for
Personnel Relations

MRF/dbd

Resolution of the Board of Education of Southern Cayuga Central School District implementing the September 8, 2006, side letter concerning special longevity payments where needed and providing the necessary funds therefore was passed on August 28 2006.

Nyvette Adams
District Clerk