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Agreement

between the

CHIEF SCHOOL ADMINISTRATOR

of the

UNION SPRINGS CENTRAL SCHOOL

and the

UNION SPRINGS TEACHERS' ASSOCIATION

7/1 2006 6/30
2004 - 2007

Pursuant to the Bylaws and Procedures enacted by the said Board of Education on November 13, 1967 in accordance with Article 14 of the Civil Service Law of the State of New York and agreed upon by and between the Chief School Administrator and the Union Springs Teachers Association on items of mutual concern regarding Salaries, Wages, and other terms of employment as agreed upon are set forth in the following memorandum of understanding.

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

92 members

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ARTICLE I

Textbooks and Supplies

Section 1

The Board will provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his/her own use, except as provided by education law.

Section 2

The CSA* agrees that before a change in textbooks or reference is made, or new textbooks or reference is selected, principals in the elementary schools will discuss the change or new selection with the teachers in the school. Before a change in textbooks and/or reference text is made in a secondary school, or before a new book is selected, the principal will discuss the change with the teachers in the department. The recommendation of the teachers in the elementary schools and the teachers in the respective secondary departments will be a basis for determining the selection of textbooks and/or reference books.

Section 3

If it becomes necessary to delete budgetary items, the teacher, team or department so affected shall be consulted prior to deletion, whenever possible. If the teacher, when submitting requisitions, will indicate priorities, then such priorities shall be followed to the extent possible.

*CSA hereinafter indicated Chief School Administrator

ARTICLE II

Teacher Evaluation

Section 1

All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, or audio systems, and similar surveillance devices shall be strictly prohibited.

Section 2

Teachers must be notified in writing of any and all complaints that would jeopardize their employment status made against them by parents, students, or other persons at the earliest opportunity, normally the next duty day, and delivered in person by the teacher's immediate supervisor.

Further, the names of the individuals filing the complaint must be readily available to the teacher involved.

Section 3

No teacher will be disciplined, reprimanded, or reduced in compensation without just cause. Section 3 shall not be subject to the arbitration procedure as contained in the grievance procedure. However, any disputes with respect to the discipline of probationary teachers shall be reviewed by a three-member committee of the Board of Education. The committee shall hold a hearing at which the teacher and his/her representative may

present his/her case. The committee shall submit its findings and recommendations in writing to the Board and the teacher.

Section 4

The CSA and the Association agree that:

- 4.1. The Supervisor will consult with a teacher after each regular supervisory visit.
- 4.2. A copy of the evaluation will be provided.
- 4.3. The report to the CSA will be confidential and signed by the teacher before placement in the personnel file.
 - a. The report will include the number of visitations.
 - b. The initial supervisory visit will take place before December 31.
 - c. The teacher shall have the right to submit a written reply to the evaluation to be included with the report to be placed in the file.

Section 5

Teacher Evaluation shall be conducted pursuant to the Annual Professional Performance Review (APPR) procedures as approved by the Board of Education on April 8, 2001.

Section 6

Personnel Files

- 6.1. Teachers will have the right to review the contents of their personnel files and to make copies of any documents in them, including any medical records contained therein, with the exception of confidential placement material and communications from the attorney for the School District.
- 6.2. The teacher will have the right to submit a written answer to any material contained within his/her personnel folder and to have this answer placed in the personnel file.
- 6.3. Entries to the files may be made only by the CSA, principals and the respective teacher, or at their direction.

Section 7

Any complaint a member of the Association may have regarding his/her terms and conditions of employment shall be brought to the attention of his/her immediate supervisor at the earliest opportunity.

Section 8

Insofar as feasible, the District agrees to notify staff of their employment status for the ensuing academic year by May 1st.

ARTICLE III

Promotions

Section 1

All vacancies within the unit shall be filled pursuant to the following procedures:

- 1.1. Such vacancies shall be adequately publicized, which shall mean, as a minimum, that the notice shall be given to the unit president for distribution, clearly setting forth a description of and the qualifications for the position, including the duties and salary.
- 1.2. Such notices shall be posted as far in advance as reasonably possible, ordinarily within one week after such vacancy is known to exist.
- 1.3. Teachers who desire to apply for such vacancies shall submit their applications, in writing, to the Chief School Administrator or his/her authorized agent within the time limit specified in the notice.
- 1.4. Such vacancies shall be filled on the basis of qualifications for the vacant post, provided however, that where two or more applicants are equally qualified, seniority in Union Springs Central School System will be considered. Such appointment will not be subject to the grievance procedure.

ARTICLE IV

Teacher Hours and Load

Section 1

The CSA and the Association recognize and agree that a teacher's responsibility to his/her students and his/her profession generally entails the performance of duties and the expenditure of time beyond the regular workday, but that time and work schedules can and should be established applicable to the teacher in the normal course of his/her employment. To this end, the following conditions of employment shall be effective except in circumstances beyond the control of the School System in the administration of this contract.

Section 2

Work Day

- 2.1. Normal hours for secondary teachers will be 7:30 a.m. to 3:00 p.m. Normal hours for elementary teachers will be 8:15 a.m. to 3:45 p.m. 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, or designee, if requested to do so; to meet with parents at a mutually agreed upon time; 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.

- 2.2. INSOFAR as possible, elementary teachers shall have a duty free lunch period of one half (1/2) hour. This, however, shall not prevent teachers from requesting lunch duty.
- 2.3. INSOFAR as possible, secondary teachers shall have a duty free lunch period of at least one half (1/2) hour between the end of one teaching period and the beginning of another teaching period.
- 2.4. 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. Elementary teachers in Teams 3,4,5, and 6 will have a preparation period each day of at least 40 minutes insofar as possible; likewise, a preparation period for k, 1, and 2 teachers will be similarly scheduled insofar as circumstances and scheduling permit.
- 2.5. The CSA recognizes that there is a direct relationship between the number of preparations a teacher is assigned and the quality of instruction that the teacher is able to provide the students. Therefore, every effort will be made to limit the number of separate preparations for grades 7-12 teachers of English, foreign languages, mathematics, science, and social studies to three (3).

When it is impossible to adhere to this goal, a conference involving the teachers and the principal will be held to explore alternatives.

When classes of the same subject are scheduled in retarded or accelerated ability groups, such classes shall not be considered two separate preparations unless they are actually taught as such.

- 2.6. With his/her principal's approval a teacher who is teaching in the Union Springs Central School System shall, upon his/her request, or at the request of the principal, and without loss of salary, be granted the equivalent of two (2) days for the observation of other teachers. This may be extended upon recommendation of the principal. The teacher shall provide the supervisor with a summary of the observations in other school districts.
- 2.7. When teachers are habitually late and following one written warning, if such behavior continues, their names shall be submitted, in writing, to the Teachers Association Executive Board, whereupon the Association agrees to take action to correct the situation.
- 2.8. (1) In addition to the homeroom assignment and duty assignments, secondary academic subject area teachers (English, Foreign Languages, Mathematics, Science and Social Studies) are not ordinarily expected to teach more than five (5) regular academic classes. However, in unusual or extenuating circumstances, or by virtue of a mandate which necessitates a change in course requirements, it may be necessary for an administrator to assign a teacher to teach six (6) classes. In those situations:

- a. A written notice with reasons must be given to the teacher on or before June 1st.
- b. The District will first seek a volunteer by posting the position as soon as the need is known. The volunteer shall receive the assignment if found to be acceptable and properly certified to teach the course.
- c. If there is no suitable volunteer, the District can assign the sixth instructional period to a teacher who is acceptable and properly certified to teach the course. Thereafter, this teacher will not be assigned to teach a sixth instructional period until other teachers who are acceptable and properly certified have taught a sixth instructional period.
- d. A teacher assigned a sixth instructional period will be relieved of any duty assignments and shall have two duty free periods daily.
- e. A teacher assigned a sixth instructional period will not be required to teach any course outside his/her area of certification.
- f. The District may not assign more than two (2) teachers a sixth instructional class in any one academic area.
- g. The District may not assign more than a total of five (5) teachers a sixth instructional class in all academic areas.

2.8.(2.) In addition to the homeroom assignment, secondary school teachers of industrial arts, music, physical education, business, special education, reading, health, art, and home economics may be assigned to:

- a. In a seven period day:
 - 1. Six classes no duty assignment
 - or
 - 2. Five classes and one duty assignment.
- b. In an eight period day:
 - 1. Six classes and one duty assignment
 - or
 - 2. Five classes and two duty assignments.

Section 3

Teachers will not be expected to report to work on all days school is closed to students because of inclement weather.

Section 4

It is agreed that extra-curricular activities shall be those activities generally carried on outside the normal school day and that co-curricular activities shall be defined as those carried on during the school day.

Section 5

Teachers serving on probationary status shall be required to attend 2 days of in-service training during the summer (July/August). Hourly compensation for the foregoing shall be at the rate of pay specified at Article XXI Salary Schedule, Section 8 for summer and approved in-service workshops.

ARTICLE V **Academic Freedom**

Section 1

It is the policy of the Union Springs Board of Education to maintain and encourage full freedom, within the law of inquiry, teaching and research. In the exercise of this freedom the faculty member may, without limitation, discuss his/her own subject in the classroom and utilize materials necessary; he/she may not, however, claim as his/her right the privilege of discussing in this classroom controversial matter which has no relation to his/her subject. In his/her role as a citizen, the faculty member has the same freedoms as other citizens. He/She should be mindful, however, that in his/her extramural utterances he/she has an obligation to indicate that he/she is not an institutional spokesperson.

Section 2

- 2.1. The Union Springs Teachers Association believes that as one means of realizing the maximum potential of a democracy, each citizen should have the opportunity to play his/her role in society to the limit of his/her talents. Decisions concerning school learning experiences which will develop a person's talents can be made best by a teacher who knows the learner and has professional experience and training. The quality of teaching depends on freedom to make such decisions.
- 2.2. The Board of Education shall not undertake to ban books and materials without full examination and careful evaluation in cooperation with its professional staff.

Section 3

A teacher who acts according to Sections 1 & 2 above (i.e., action without consultation with the immediate supervisor or principal) agrees to personally deal with any person or persons who object to his/her actions.

Section 4

The Board of Education will supply legal counsel according to Sections 3023 or 3028 of the Education Law for teachers who are functioning within the terms of this contract.

ARTICLE VI **Freedom from Non-Professional Duties**

Section 1

The CSA and the Association agree that a teacher's primary responsibility is to teach and that his/her energies should be utilized to that end. Accordingly, they stipulate as follows:

- 1.1 Whenever feasible, the CSA will work toward the relief of teachers from student supervisory duties (outside of the classroom).
- 1.2 To the extent possible, teachers shall not be required to perform ministerial functions such as the collection of money for any purpose.
- 1.3 Teachers shall not be required to perform clerical functions, recording grades on central records, duplicating instructional materials, and scoring standardized tests, except in the best interest of the educational program.
- 1.4 Teachers will not be required to drive pupils to activities which occur away from school premises; provided, however, that a teacher may drive pupils to such activities with the approval of his/her principal or immediate supervisor. If a teacher engages in such activities with such approval, the teacher will be protected in all cases of liability, according to insurance regulations.
- 1.5 Teachers are responsible for the preparation of materials for classroom use. Whenever feasible, they will be provided with service so that such materials may be prepared expeditiously. Services are defined as teacher aides, or if aides are not provided for such services, teachers will be allowed access to the duplicating machines.
- 1.6 Teacher assistants assigned to a teacher or a team and in the library shall be under the teacher's direct supervision within the context of the learning situation.
- 1.7 Each teacher agrees that time gained because of assistance from a teacher aide or clerk shall be used professionally. The maximal use of such time shall be considered to be that used in individual or small group instruction and minimal use to be preparation for instruction.

ARTICLE VII

Voluntary Transfers and Assignments

Section 1

On or about March 1st of each school year, the Chief School Administrator shall post in all school buildings in the District a list of the known vacancies that will occur during the following school year. Whenever possible, this list shall be updated.

Section 2

Teachers who desire a change in grade and/or subject assignments, or who desire to transfer to another building shall file a written statement of such desire with the Chief School Administrator not later than March 15th of that year. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

Section 3

The Association agrees that whenever possible all members of the instructional unit who (except in the case of emergencies) intend to practice elsewhere the following school year will notify the Chief School Administrator at least 90 days before June 30 of the current year.

Section 4

No later than May 20th, teachers may file an application for reassignment or transfer to positions listed on the supplemental list of vacancies.

Section 5

All applicants shall be notified of the appointment to a position upon approval of the Superintendent of Schools and the Board.

ARTICLE VIII **Involuntary Transfers**

Section 1

When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Union Springs School System will be considered, together with instructional requirements and staff availability, in determining which teacher is to be transferred.

Section 2

An involuntary transfer will be made only after a meeting between the teacher and the Chief School Administrator, at which time the teacher will be notified of the reasons for the proposed transfer.

Section 3

Teachers who are involuntarily transferred will be transferred only to a comparable position.

Section 4

No teacher who is transferred shall, by reason therefore, lose his/her tenure status.

ARTICLE IX **Teacher Schedules**

Section 1

Teachers shall be notified, in writing, of any change in their assignments for the ensuing school year; that is, the schools to which they will be assigned, the grades and/or specific subjects that they will teach, and any special or unusual courses or assignments that they will have. Such notification shall be presented by June 1. If changes have to be made after June 1, teachers will be immediately notified in writing.

Section 2

In order to assure that students are taught by teachers working within their area of competence, teachers shall not be assigned, except in accordance with the regulations of the Commissioner of Education and the Education Law.

Section 3

In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable.

ARTICLE X

Absence Due to Personal Illness

Section 1

Absence Due to Personal Illness

- 1.1 Professionally certificated personnel may be absent for personal illness up to 10 days in a school year with full pay. Unused sick days shall accumulate for a teacher's use to an aggregate of 180 days except as provided in 7.2 below.
- 1.2 Teachers in their first two years of employment in the District are entitled to an additional five (5) days of paid leave of absence for personal illness (making a total of twenty-five days for the two year period) in instances of extended illness. Extended illness shall be defined as illness extending beyond five (5) school days.
- 1.3 A statement on the teacher's accumulated sick days shall be provided in September and June.

Section 2

Absence Due to Illness in Family

- 2.1 In case of illness in the immediate family, (father, mother, brother, sister, son, daughter, wife, or husband) a regular teacher shall be allowed up to five (5) days absence with full pay in a school year. If additional time is necessary, upon notice to the immediate supervisor, such time would be granted without compensation or illegal absence charged.
- 2.2 In case of death in the immediate family (to include father, mother, brother, sister, son, daughter, husband, wife, grandparents, grandchildren, mother-in-law, father-in-law, and other members of the household), a regular teacher shall be allowed up to three days with full pay. Exception to the above may be granted with pay at the discretion of the Chief School Administrator, provided that the teacher involved submits an application to the Chief School Administrator 24 hours in advance. In case of death of a close friend or other relative not included above, the Superintendent may grant a one (1) day leave of absence with pay.

Section 3

Leave Without Pay

- 3.1 The Board of Education may grant professional personnel up to one year's leave of absence without pay. All requests for such leave will be made to the CSA who

may either recommend or not recommend that the Board of Education approve such requests.

Section 4

Military Leave for Training

4.1 According to provisions of military law, education laws, and regulations of the Commissioner of Education.

Section 5

A staff member absent because of reasons of personal illness for a period of three (3) or more days may be required to provide a doctor's certificate prior to his/her active resumption of his/her teaching duties; said certificate shall state that the teacher is capable of resuming his/her normal duties.

Section 6

The Association agrees that a teacher who has violated the sick leave policy or is absent without authorization shall forfeit 1/200th of his/her salary for each day of absence.

Section 7

Personal Leave

7.1 Staff members have available a total of two (2) personal leave days per year subject to the following restriction: Personal 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 new employment. In consideration of the above stipulations, no specific reasons need be given requesting personal leave.

- a. Request for personal leave shall be made on special forms. If possible, requests shall be made at least one (1) week in advance.
- b. Extension of personal leave for extenuating circumstances may be granted at the discretion of the immediate supervisor.
- c. The above shall not preclude the granting of personal leave without pay where conditions do not warrant leave with pay.

7.2 Personal leave days which are not used shall accumulate as additional sick days.

7.3 The use of personal leave days shall be limited so that not more than five (5) teachers will be absent at any one time in each of the buildings, e.g., A.J. Smith Elementary School, Cayuga Elementary School, Grades 7-9, and Grades 10-12.

7.4 Personal Leave will be monitored by the Association; they will attempt to assure there is no misuse of this provision. In the event it is determined by both parties there is evidence of misuse, the provision will be subject to review and appropriate action will be taken by both parties.

Section 8

Association Leave

Leave with pay will be provided to the Association Delegate to attend the Annual Representative Assembly of the New York State United Teachers. The Association shall pay the cost of the substitute if one is hired.

Section 9

Association Business

Up to five days leave may be granted annually for the Association president (or designee) to attend to Association business. Said leave will be with pay. However, the Association shall bear the cost of the substitute if one is hired.

Section 10

Sick Day Bank

A Sick Day Bank will be established under the following conditions:

1. All contributions will be voluntary.
2. Any professional employee in the negotiating unit whose position requires a teaching certificate is eligible to participate.
3. The sick day bank may only be used for involuntary disabilities or illnesses.
4. Each employee enrolling in the bank will donate one day of his/her sick leave to the bank each year until there is a maximum equal to the number of employees in the negotiating unit. No more days will be added, except by new membership, or until the bank is depleted to 50 days.
5. A person withdrawing from the bank will not be able to withdraw the contributed days.
6. The first 20 days of illness or disability will not be covered by the bank and must be covered by that person's own accumulated sick leave or absence without pay.
7. A person will not be able to withdraw days from the bank until his/her own sick leave is depleted.
8. A maximum of 40 days each school year may be drawn by one individual from the bank.
9. A maximum of 90 days each school year may be drawn by all individuals.
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.
11. If the sick day bank is depleted for any school year, up to sixty (60) additional days may be made available to qualifying employees by mutual agreement between the Superintendent of Schools and the President of the Union Springs Teachers' Association.

12. The Teachers' Association will administer this bank and supervise its operation under the procedures to be worked out between the USTA and the District. The Union Springs Teachers' Association 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 sick days, the number of days used by each individual, the type of involuntary disability or illness, and the manner of certification of disability or illness. The report shall be submitted on or before February 15 and July 15 of each year.
13. Employees hired on or before September 1 of each school year may enroll in the Sick Day Bank by notifying the Association by October 1 of their intention. Employees hired after September 1 shall have 30 work days to indicate whether they wish to participate in the Sick Day Bank.
14. The provisions of this section shall become effective on July 1, 1990.

Section 11

Retirement Delegate

Up to two days leave without loss of compensation shall be granted to the designated unit member who serves as the retirement delegate. The District shall reimburse such delegate for the reasonable cost of one night's lodging accommodation, meals and round trip mileage at the IRS mileage rate.

ARTICLE XI

Temporary Leaves of Absence

Teachers will be entitled to the following temporary leaves of absence with pay each school year:

Section 1

- 1.1. Time necessary for court appearances in any legal proceeding arising from teaching duties.
- 1.2. Jury duty. Except that the District will pay the difference between payment as rendered by the court and the teacher's regular salary per diem.

Section 2

A teacher may be granted leave to attend conferences related to the teacher's field or other school responsibility. Application for such leave shall be submitted to the Chief School Administrator fifteen (15) days in advance. Factors to be considered in granting such leave are as follows:

- 2.1 The relationship of the conference to the teacher's assigned duties.
- 2.2 Membership in the organization sponsoring the conference.
- 2.3 Participation in the conference program.
- 2.4 Beneficial to the school system.

Section 3

Expenses necessary to attend conferences or meetings of an educational nature when attendance is approved by the Board of Education shall be provided by the District.

Section 4

The District agrees to notify in writing staff members whose requests for conference money has been approved in the final budget but where such monies are not made available for conference attendance as a result of fund transfers caused by contingent expenses.

ARTICLE XII **Extended Leaves of Absence**

Section 1

The Board of Education agrees that up to three (3) teachers designated by the local, State, or national Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state, or national) activities. Upon return from such leave, a teacher will be considered, upon recommendation of the Chief School Administrator to the Board, as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

Section 2

A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps or serves as an exchange teacher, and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

Section 3

Military Leave will be granted to any teacher who is inducted or enlists in any branch of the Military Service as provided by Military Law.

Section 4

Child Rearing Leave

- 4.1 Pregnant employees shall be entitled to a leave of absence for a maximum of two (2) years. Request for such leave shall be made in writing to the Superintendent of Schools as soon as the fact of pregnancy is known or not later than the fourth month. Request for leave shall indicate the probable beginning date and duration of the leave. The duration of such leave shall be mutually agreed upon by both parties at the time such leave is granted and the return shall be set so that, insofar as possible, the continuity of the educational program shall not be disrupted.
- 4.2 An employee who is pregnant may continue in active employment as late into pregnancy as is desired provided she is able to properly perform her required function and that she is physically and medically able to do so as certified by her physician.

- 4.3 Leave taken by an employee resulting from a medical disability connected with or resulting from pregnancy can be charged to available sick leave. Certification by her physician that such leave is due to such medical disability will be required. If the District is not satisfied with the certification submitted by the teacher's physician, then, the District's physician may consult with the teacher's physician as to the basis of the findings of the teacher's physician.
- 4.4 All rights and privileges accumulated prior to the effective date of such leave shall be reinstated. No credit for tenure shall accumulate during said leave.
- 4.5 A teacher going on leave who has served one half (1/2) year or more shall, upon return, be granted salary credit for one (1) full year.
- 4.6 Long term substitute teachers will not be entitled to the benefits provided within this section.

Section 5

A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board of Education.

Section 6

The Board of Education will grant a leave of absence of up to four (4) years without pay to any teacher who becomes a candidate to campaign for County, State, or National office, or serve in a public office, providing such notification is given to the Chief School Administrator as early as possible but not later than July 1st preceding the intended year of absence. Upon return from such leave, a teacher will be granted service credit which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

Section 7

Any teacher whose personal illness extends beyond the period covered by his/her accumulated sick leave pay may be granted a further leave without loss of increment credit for such time as is necessary for complete recovery from such illness, based upon an examination by a physician selected according to Education Law.

Section 8

All benefits other than retirement to which a teacher was entitled at the time his/her leave of absence commenced shall be reevaluated, (except unused accumulated sick leave), and based upon that evaluation may be restored to him/her upon his/her return. He/She will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

Section 9

All requests for extensions or renewals of leaves will be applied for and, if granted, answered in writing.

Section 10

The Association agrees that the salary of a teacher who has violated the sick leave policy or is absent without authorization shall forfeit 1/200th of his/her salary for each day of absence.

ARTICLE XIII **Sabbatical Leave**

Section 1

Teachers covered by this agreement may, subject to the approval of the Board of Education, be granted either of two types of sabbatical leave of absence, described in Sections 2 and 3 below:

Section 2

Sabbatical leave may be granted for a period of up to one year, subject to the following provisions. (Regular Sabbatical Leave)

- 2.1 Not more than three percent (3%) of the teachers may be absent on sabbatical leave at any one time. However, not more than one teacher should be eligible from each department in any one year.
- 2.2 Sabbatical leave shall be granted only to teachers who have served for at least seven (7) years in the Union Springs School System. A second or third such leave shall not be authorized until a teacher shall have reestablished eligibility by serving another period of seven (7) years.
- 2.3 Teachers on a sabbatical leave shall receive from the School District fifty percent (50%) of the salary which they could have received if they had remained on active duty.
- 2.4 Application for Sabbatical Leave shall be submitted to the Chief School Administrator on or before March 1st, if it is to become effective in September, unless academic notification from an institution is pending. In the latter case, May 1st is the absolute deadline for submission of an application for such leave. This requirement may be waived, providing a qualified substitute teacher can be employed. A teacher requesting such leave shall submit an application for approval of Activities for Professional Improvement, specifying the reasons for which the leave is requested.
- 2.5 Prior to the arranging of a sabbatical leave, a teacher shall enter into a written agreement with the Chief School Administrator and the Board setting forth the terms and conditions of the leave.

Included will be the provision that the teacher will provide the Board of Education a Bond or other equivalent guarantee suitable to the Superintendent of Schools in the amount of the stipend or salary to be received by the teacher during the leave; said bond or equivalent becoming due and forfeited to the Board if the teacher defaults by not completing one (1) year of service to the District

immediately following the leave. The teacher will be reimbursed the cost of the Bond or equivalent by the Board at the conclusion of the required one (1) year of service in the District following the leave.

- 2.6 The Chief School Administrator shall require that a teacher on Sabbatical Leave submit a report to him/her periodically concerning the manner in which his/her leave is being used.
- 2.7 Upon his/her return from sabbatical leave a teacher's salary shall be the same as he/she would have received had the period of his/her leave been spent in the District. He/She shall be returned to the same position which he/she held at the time said leave commenced if available, or if not, to a substantially equivalent position.
- 2.8 A teacher may accept any monies if acceptance of such monies does in no way hinder or interfere with his/her stated objectives, and providing he/she maintains acceptable grades as viewed by the institution.

Section 3

Summer Sabbatical Leave may be granted for from one (1) to four (4) summers. Provisions 2.1, 2.4, 2.6, 2.7, and 2.8 for Sabbatical Leave, listed in Section 2, above apply.

The following additional requirements must be met by teachers applying for summer Sabbatical Leaves.

- 3.1 A teacher may request approval for one (1) summer Sabbatical Leave at a time and may in subsequent years request additional summer sabbatical leaves to maximum of four (4) such leaves, not necessarily concurrent. Application must be made on or before March 1st each year.
- 3.2 Teachers applying for summer leave must have both permanent certification and a masters degree.
- 3.3 A teacher on Summer Sabbatical Leave shall receive from the School District twelve and one half percent (12 1/2%) of his/her base school year salary for that year while on leave.

ARTICLE XIV **Teacher Facilities**

Section 1

The following minimal facilities should be provided for the teachers of the Union Springs Central School.

- 1.1 Space in each classroom in which teachers may safely store instructional materials and supplies.

- 1.2 A serviceable desk and chair for each teacher.
- 1.3 Well lighted, properly equipped and clean rest rooms.

Section 2

Insofar as reasonably practicable, and as expeditiously as possible, each school shall be provided with the following:

- 2.1 A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- 2.2 An appropriately furnished room to be used as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.

Section 3

When appropriate, an adequate portion of the parking lot at each school will be reserved for teacher parking.

Section 4

Whenever feasible, adequate dining facilities will be provided separate from student dining areas.

ARTICLE XV **Personal Injury**

Section 1

- 1.1 Whenever a teacher is absent from school as a result of personal injury caused by an assault occurring during the performance of his/her duties, he/she will be paid his/her full salary for the period of such absence up to one year from the date of injury, and no part of such absence will be charged to his/her annual sick leave up to the extent not covered by compensation insurance.
- 1.2 The Chief School Administrator shall have the right to have the teacher examined by a physician designated by the School Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties, and the opinion of said physician as to the said period shall control.

Section 2

The School Board will reimburse teachers for:

- 2.1 On school premises any clothing or other personal property (excluding automobiles) damaged or destroyed in the course of employment, provided such damage has not been caused by the teacher's negligence, and the cost of medical, surgical, or hospital services incurred as the result of any injury sustained in the course of employment (less the amount of any insurance reimbursement).

ARTICLE XVI
Use of School Facilities

Section 1

The Association will be allowed to use school buildings without cost at reasonable times for meetings. Request for use of buildings will be made to the building principal in advance. If regular meetings are scheduled, then the request for use of buildings will be made according to existing Board policy.

Section 2

2.1 The Association will be allowed to place notices, circulars, and other materials on faculty bulletin boards and in teachers mail boxes.

2.2 It is expressly understood that no member of the Administration will assume responsibility for the posting or distribution of material for the Association or any other teacher organization.

ARTICLE XVII
Cooperation

Section 1

The Association agrees to appoint representatives to serve on special committees when requested to do so.

Section 2

The Association agrees to develop and operate a consistent public relations program. Such a program would be designed to provide for year-round favorable publicity regarding the District's accomplishments and remaining problems. There shall be a minimum of two (2) reports from each team from the elementary level and a minimum of two (2) reports from each department or area at the secondary level to be submitted to the immediate principal. One report shall be made during the Fall semester and one shall be made during the Spring semester.

Section 3

All members of the educational unit agree to participate in in-service education programs when such programs are pertinent to professional practice. Such programs may be designed for individuals on the staff or the entire faculty.

3.1 Standards of in-service education shall be jointly planned by School District administrative and supervisory personnel and representatives of the Association. Such programs shall be planned jointly by the CSA and the Teachers Association.

Section 4

When deemed by the Chief School Administrator (for improvement of the educational program) that leadership in subject areas is proper, a recommendation so stating shall be submitted to the Board by the CSA. Upon approval by the Board of Education, such educational leader shall be appointed and compensation appropriate to the position shall be instituted.

Section 5

The Association agrees that when members of the unit, or the entire Association are consulted by the CSA or his/her representative(s) regarding the educational program that such information as may be required shall be submitted to the CSA in the form of written recommendations. Such recommendations shall be substantiated by research and, if changes are recommended, such changes shall also be supported by research. Whenever necessary, as determined by the CSA that meetings are required in order to coordinate the efforts of the professional staff, the members of the unit agree to participate in such meetings. Sufficient time as determined by the CSA shall be allowed for the teachers to comply with the request.

Section 6

The Association agrees that annually each member of the instructional unit shall submit to his/her immediate supervisor a report of conditions pertaining to his/her teaching station on a form to be supplied by the District. Such report shall include a list of supplies and materials not expended, conditions of facilities and equipment, a list indicating assignment and return of textbooks (by number and name) and the condition of such books.

Section 7

The Association agrees that positions of members of the instructional unit require the maximal efforts of each individual in order to provide such professional services at the highest level. Therefore, all members of the instructional unit agree not to accept other part time employment outside the regular school day which may hinder their professional responsibilities within the District.

- 7.1. For emergency purposes, all personnel accepting extracurricular positions agree to make an effort to obtain a Class 2 chauffeur's license.

Section 8

The Association agrees that all members of the High School staff grades 9-12 will attend graduation exercises unless extenuating circumstances prohibit such attendance. Release from attendance shall be obtained from the immediate supervisor.

Section 9

Inasmuch as the Association and CSA agree that an exchange of dialogue between teachers and parents may have value for the educational process, teachers shall be encouraged to contact parents of their students when they deem it necessary. Staff members identifying and concerned with a student problem will involve appropriate staff only where their contribution to the conference will serve the best interests of the child.

ARTICLE XVIII **Professional Advisory Council**

Section 1

The purpose of a Professional Advisory Council is to bring to the attention of the Superintendent of Schools matters deemed important by the teaching staff, and to provide

an opportunity for the Superintendent of Schools to sample teacher views on matters of concern to him/her.

- 1.1. Membership on the council shall be elected from each school by the faculty and will also include the principal of each school. The teachers association shall designate a teacher from each school to conduct the election of a faculty member to the council at a meeting to be designated during orientation week.
- 1.2. The chairperson of the council shall be selected by the membership of the council.
- 1.3. An agenda shall be prepared for each meeting. Such agenda should be those items submitted to council members by the instructional staff and administration.
- 1.4. Each council member should be able to discuss thoroughly those items submitted to him/her.
- 1.5. Minutes should be kept and when appropriate, a summary of them sent to all certificated employees.
- 1.6. Old business at each meeting shall always include progress reports on unfinished items.
- 1.7. Information pertinent to the agenda shall be provided whenever practical and pertinent.
- 1.8. Service on the committee shall be noted in the teacher's personnel folder.

ARTICLE XIX

General

Section 1

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

Section 2

The Association agrees that the initial cost of "programming" the check-off procedure into the accounting system shall be borne by the Teachers Association. The Board shall bear the costs after such programming has been accomplished.

Section 3

The CSA and the Association agree that the expenses for printing any negotiated agreement shall be borne mutually as follows:

The CSA shall ascertain that the document is prepared and provide and authorize the use of equipment for printing. The Association shall provide the time, supplies, and expertise for printing the document.

Section 4

Prior to the first meeting of the County District Principals regarding the adoption of the school calendar, the Superintendent of Schools will meet with representative of the Teachers Association to receive teacher recommendations for the school calendar.

Section 5

The Board of Education agrees to assume the total cost of the present health insurance program for all teachers and ninety percent (90%) of the cost of such health insurance program for their dependents during the 2000 through 2005 (June 30, 2005) school years. The benefits of such insurance shall be equal or better than the present program.

Effective July 1, 2005, the Board of Education agrees to assume ninety-five percent (95%) cost of the present health insurance program for all teachers and eighty-five percent (85%) of the cost of such health insurance program for their dependents during the 2005 through 2007 school years. The benefits of such insurance shall be equal or better than the present program.

Effective as soon as practicable, the District will offer on a voluntary basis the Modified Traditional health insurance plan. Accordingly, a unit member may select the traditional or the Modified Traditional health insurance plan at the appropriate enrollment time. The Board of Education agrees to assume ninety-five percent (95%) of the cost of the Modified Traditional health insurance plan for all teachers and eighty-five percent (85%) of the cost of such health insurance programs for their dependents during the 2004 through 2007 school years.

Where the unit member's spouse is employed by the District, the unit member or the spouse may elect dependent coverage. Alternatively, the unit member and the spouse may elect individual coverage.

Beginning on July 1, 1981, the Board of Education agrees to improve the schedule of benefits of the present health insurance program so that the program is equal to or better than the Blue Cross Select Blue Insurance Program.

It is further agreed that the District retains the right to select the insurance carrier or choose to self-insure the schedule of benefits.

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/her written request be continued under the self-funded program for a period not to exceed one (1) year from the date his/her employment with the School District ceases.

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

Section 6

Effective January 1, 1993, the major medical deductible shall be increased to \$100.00 for each individual and \$300 for each family.

Unit members are required to pre-notify the health insurance carrier or the health care administrator when they are to be admitted as an in-patient for non-emergency hospital treatment. Notification shall be made to the extent possible, at least one (1) week prior to admission.

In any case where a unit member seeks emergency treatment, the unit member is required to notify (by phone, by phonegram, by telegram or by any other reasonable means) the health care administrator or health program carrier of the treatment and admission to a health care facility within forty-eight (48) hours after admission (unless the unit member is incapacitated to the extent that neither the unit member nor his/her immediate family can notify the health care administrator or health program carrier). The forty-eight (48) hour notification requirement does not include holiday and weekend periods when the health care administrator is not open to take such notification.

To the extent practicable, the pre-notification requirement and the forty-eight (48) hour emergency notification will be printed on the unit member's health insurance program card and distributed to unit members. The agency to be called and a phone number will also be provided on the card to the extent practicable. Unit employees will also receive a letter from the District detailing the new procedures. The pre-notification requirement and the forty-eight (48) hour emergency notification will be effective on January 1, 1993, or otherwise as mutually agreed upon by the parties.

It is agreed by both parties that the use of hospital emergency room facilities for ordinary or routine medical care that is not in the nature of emergency treatment is to be discouraged. The union will cooperate with the employer in advising members of the negotiating unit that they should avoid use of hospital emergency services for ordinary or routine medical care.

Section 7

Beginning on July 1, 1987, the District will contribute 50% (effective for individual coverage: July 1, 1990, 65%; effective July 1, 1991, 80%) of the health insurance premium for the health insurance plan for individual coverage or 50% of the premium for individual and dependent coverage for members of the bargaining unit who retire after July 1, 1987 but on or before June 30, 2005.

For those members of the bargaining unit who retire on or after July 1, 2005, the District will contribute ninety percent (90%) of the individual health insurance premium or sixty-five percent (65%) of the individual and dependent health insurance premium.

In order to be eligible for the health insurance benefit as set forth above, a unit member must complete fifteen years of teaching in the Union Springs Central School District and be eligible for retirement pursuant to the New York State Teachers Retirement System.

Section 8

The Board of Education agrees to provide a dental insurance program for individual coverage. The Board further agrees to the pay per person cost for the dental insurance based upon the dental insurance benefits as they existed on July 1, 2000 for each member of the negotiating unit who participates in the dental insurance program.

Section 9

Effective July 1, 2005, the Board of Education agrees to contribute seventy-five dollars (\$75) per school year per unit member toward a vision insurance program for individual coverage.

Section 10

Each teacher may elect to receive his/her salary on the basis of either 21 or 25 payments during the school year. Each person must designate which payment method he/she wishes prior to September 1 of the school year. Once elected, said designation shall remain effective for the school year.

Section 11

For the life of this contract, the District will deduct from the salary of any employee such amount as such employee may specify in writing filed with the Business Administrator for any credit union doing business in the State of New York and to transport the sums so deducted to the indicated credit union. Payroll deductions shall be in accordance with Article XIX, Section 10 and limited to whole dollars, a minimum of \$5.00. An employee requesting a deduction change must request said change 12 days in advance and is limited to one change each 90 days. Any authorization by the employee for payroll deduction may be withdrawn at any time by filing written notice to the Business Administrator.

Section 12

Procedures for implementing a direct deposit program for payroll. The direct deposit will be implemented as soon as feasible after October 1, 1997 and continue in effect subject to the following conditions:

- 12.1 Members of the negotiating unit must select the bank they desire to use on or before September 30 of each school year.
- 12.2 A minimum of ten (10) subscribers must select a bank before the bank will be eligible for use.
- 12.3 The bank(s) selected must have the capability to receive the electronic communications format used by the school district.
- 12.4 Once a member of the negotiating unit selects a bank, the selection shall continue in effect during the member's employment with the school district for the remainder of the school year, thereafter from school year to school year unless the member gives written notice to the school district business office prior to July 1.

- 12.5 If the number of subscribers to any given bank falls below the minimum number of ten (10) as of July 1 in any school year, the bank will not be eligible for use in the direct deposit program. Affected employees will have until September 30, to select another bank from the list of eligible banks.
- 12.6 Newly employed members of the negotiating unit who are first employed after September 1, in any given school year will be permitted to select a bank from the list of eligible banks for direct deposit within thirty (30) days of the effective date of employment.
- 12.7 It is agreed that the Association, any members of the negotiating unit electing to participate in the direct deposit program shall indemnify and save harmless the Board of Education, its officers and employees from any and all manner of claims, demands, suits, actions and any other form of liability which may arise against the Board, its offices and employees out of or by reason of the direct deposit program provided for hereunder.

Section 13

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. The United Way
- b. Vote Cope
- c. NYSUT Benefit Trust
- d. Direct Deposit
- e. Association Scholarship

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 XX **Grievance Procedures**

Section 1

A grievance shall mean any claimed violation of the terms of the agreement.

Section 2

A grievance may be filed and presented by an employee or a group of employees acting through their representatives. An individual employee may be represented by the Unit in presenting his/her grievance, or he/she may present the grievance without representation. The Unit shall be notified of all requests for grievance appeals at step two or above, as set forth in section 4 below, and shall be given an opportunity to have a representative present at such adjustment. When such a grievance has been adjusted satisfactorily, the Unit may bring to the attention of the board similar cases so that equal treatment may be accorded.

Section 3

Step One

The grievance shall be presented orally to the immediate supervisor within ten school days of the event upon which the grievance is based. The aggrieved party must attempt to resolve the grievance informally (at this step) with his/her immediate supervisor. The employee may choose to have a representative present.

Section 4

Step Two

If the grievance is not adjusted satisfactorily at Step One within five school days (or 10 school days because of extenuating circumstances), the grievance may be submitted in writing to the CSA on a form supplied by the CSA. Such submission must take place within five school days after the immediate supervisor's decision or fifteen (15) school days from the date the grievance was presented to the supervisor, whichever is earlier. The election of a legal or quasi-legal alternative course of action prior to the submission of a grievance at this step shall be considered to be a waiver of the right of the employee to thereafter seek recourse by means of the grievance procedure.

The CSA will meet with the aggrieved employee and/or his/her representative within five (5) school days after the grievance is submitted to the CSA in an effort to resolve the grievance. If not resolved, the CSA shall render a written decision fifteen days after the date of submission to the CSA. A copy shall be furnished to the grievant.

Section 5

Step Three: Arbitration

If the grievance is not adjusted satisfactorily at Step 2, the grievance may be submitted to arbitration by submitting a written notice to the chief school administrator within 10 school days of the determination of the chief school administrator. 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 Relations Board, (PERB) by either party. 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.

- 5.1. The Arbitrator's Award shall set forth his/her findings of fact, reasons and conclusions of law on only that issue submitted for determination.
- 5.2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.
- 5.3. The Arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the law and this Agreement.
- 5.4. The Arbitrator's Award shall not be contrary to or extend any provision of law; Regulations 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.

- 5.5. The award of an Arbitrator shall be limited to the time period that this agreement is in effect.
- 5.6. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
- 5.7. The Arbitrator's Award, if within the scope of his/her authority as set forth above, shall be final and binding; except for any and all probationary teacher dismissals which shall not be subject to arbitration.
- 5.8. 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 expenses of witnesses or participants called by the other.

Section 6

The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establish 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, or its representatives, and the aggrieved employee and/or the President of the Unit or his/her designee.

Section 7

Written copies shall be submitted to the employee and supervisor involved in accordance with each step of this procedure.

Section 8

All hearings shall be confidential and conducted in private.

ARTICLE XXI
Salary Schedule

Section 1

Upon Board of Education appointment, those who are selected by the Chief School Administrator and who agree to perform the following extracurricular assignments beyond the routine school day shall be paid in accordance with the following schedule.

As soon as feasible, the District will begin making the payments herein on weeks where teachers do not receive their regular paychecks.

Coaching Position	2004-05	2005-06	2006-07
Athletic Coordinator	5520	5686	5856

Boys Varsity Football			
Step 1	2374	2445	2518
Step 2	3265	3363	3464
Step 3	4098	4221	4348
Boys Asst Varsity Football			
Step 1	1371	1412	1454
Step 2	2032	2093	2156
Step 3	2685	2765	2848
Boys JV Football			
Step 1	1393	1435	1478
Step 2	1938	1996	2056
Step 3	2471	2546	2622
Boys Modified Football			
Step 1	1421	1463	1507
Step 2	1900	1957	2016
Step 3	2631	2709	2791
Boys Asst. Modified Football			
Step 1	995	1024	1055
Step 2	1330	1370	1411
Step 3	1842	1896	1954
Boys Varsity Soccer			
Step 1	2374	2445	2518
Step 2	3265	3363	3464
Step 3	4098	4221	4348
Boys JV Soccer			
Step 1	1672	1722	1774
Step 2	2367	2438	2512
Step 3	3050	3141	3236
Boys Modified Soccer			
Step 1	1421	1463	1507
Step 2	1900	1957	2016
Step 3	2631	2709	2791
Girls Varsity Soccer			
Step 1	2374	2445	2518
Step 2	3265	3363	3464
Step 3	4098	4221	4348
Girls JV Soccer			
Step 1	1672	1722	1774
Step 2	2367	2438	2512
Step 3	3050	3141	3236
Girls Modified Soccer			
Step 1	1421	1463	1507
Step 2	1900	1957	2016
Step 3	2631	2709	2791
Boys Varsity Basketball			
Step 1	2543	2619	2698
Step 2	3420	3523	3628
Step 3	4287	4416	4548

Boys JV Basketball			
Step 1	1705	1757	1809
Step 2	2436	2509	2584
Step 3	3164	3259	3357
Boys Modified Basketball			
Step 1	1387	1429	1472
Step 2	2035	2096	2159
Step 3	2683	2763	2846
Boys Varsity Wrestling			
Step 1	2543	2619	2698
Step 2	3420	3523	3628
Step 3	4287	4416	4548
Boys JV Wrestling			
Step 1	1421	1463	1507
Step 2	1906	1964	2022
Step 3	2631	2709	2791
Boys Modified Wrestling			
Step 1	1387	1429	1472
Step 2	2035	2096	2159
Step 3	2683	2763	2846
Boys Varsity Baseball			
Step 1	1654	1704	1755
Step 2	2452	2526	2601
Step 3	3234	3331	3431
Boys JV Baseball			
Step 1	1521	1566	1613
Step 2	2242	2309	2378
Step 3	2959	3048	3139
Boys Modified Baseball			
Step 1	1387	1429	1472
Step 2	2035	2096	2159
Step 3	2683	2763	2846
Boys Modified Asst Baseball			
Step 1	1013	1043	1075
Step 2	1486	1531	1577
Step 3	1958	2017	2078
Track - Spring			
Step 1	1654	1704	1755
Step 2	2452	2526	2601
Step 3	3234	3331	3431
Asst. Track - Spring			
Step 1	1387	1429	1472
Step 2	2035	2096	2159
Step 3	2683	2763	2846
Track - Modified			
Step 1	1387	1429	1472
Step 2	2035	2096	2159
Step 3	2683	2763	2846

Track - Modified Asst.			
Step 1	1013	1043	1075
Step 2	1486	1531	1577
Step 3	1958	2017	2078
Track - Winter			
Step 1	2543	2619	2698
Step 2	3420	3523	3628
Step 3	4287	4416	4548
Tennis			
Step 1	1539	1585	1633
Step 2	2184	2249	2317
Step 3	2853	2939	3027
Boys Varsity Golf			
Step 1	1539	1585	1633
Step 2	2184	2249	2317
Step 3	2853	2939	3027
Girls Varsity Golf			
Step 1	1539	1585	1633
Step 2	2184	2249	2317
Step 3	2853	2939	3027
Asst. Golf			
Step 1	1387	1429	1472
Step 2	2035	2096	2159
Step 3	2683	2763	2846
Football Cheerleading			
Step 1	665	839	864
Step 2	771	1156	1191
Step 3	864	1400	1471
Basketball Cheerleading			
Step 1	2543	2000	2060
Step 2	3420	2600	2678
Step 3	4287	3350	3451
JV Basketball Cheerleading			
Step 1	1705	1200	1236
Step 2	2436	1600	1648
Step 3	3164	2400	2472
Girls Wrestling Cheerleading			
Step 1	849	874	900
Step 2	1142	1177	1212
Step 3	1299	1338	1379
Girls Varsity Basketball			
Step 1	2543	2619	2698
Step 2	3420	3523	3628
Step 3	4287	4416	4548
Girls JV Basketball			
Step 1	1705	1757	1809
Step 2	2436	2509	2584

Step 3	3164	3259	3357
Girls Modified Basketball			
Step 1	1387	1429	1472
Step 2	2035	2096	2159
Step 3	2683	2763	2846
Girls Varsity Field Hockey			
Step 1	2374	2445	2518
Step 2	3265	3363	3464
Step 3	4098	4221	4348
Girls JV Field Hockey			
Step 1	1672	1722	1774
Step 2	2367	2438	2512
Step 3	3050	3141	3236
Girls Modified Field Hockey			
Step 1	1421	1463	1507
Step 2	1900	1957	2016
Step 3	2631	2709	2791
Girls Varsity Volleyball			
Step 1	2543	2445	2518
Step 2	3420	3363	3464
Step 3	4287	4221	4348
Girls JV Volleyball			
Step 1	1705	1722	1774
Step 2	2436	2438	2512
Step 3	3164	3141	3236
Girls Modified Volleyball			
Step 1	1387	1463	1507
Step 2	2035	1957	2016
Step 3	2683	2709	2791
Girls Varsity Softball			
Step 1	1654	1704	1755
Step 2	2452	2526	2601
Step 3	3234	3331	3431
Girls JV Softball			
Step 1	1521	1566	1613
Step 2	2242	2309	2378
Step 3	2959	3048	3139
Girls Modified Softball			
Step 1	1387	1429	1472
Step 2	2035	2096	2159
Step 3	2683	2763	2846

Section 2

Remuneration for the following co-curricular assignments shall be made as set forth in the following table:

Co-Curricular Assignment	2004-05	2005-06	2006-07
Senior Class Advisor	1835	1890	1947
Junior Class Advisor	1571	1618	1666
Prom Advisor	1441	1000	1030
Junior Class / Prom Advisor		2500	2575
Sophomore Class Advisor	1652	1702	1753
Freshman Class Advisor	754	776	800
Eighth Grade Advisor	591	608	627
Yearbook Advisor	2178	2243	2310
Drama Director (Secondary)	1312	1351	1392
Yorker Club	1312	1351	1392
Junior Yorker Club	1312	1351	1392
Amnesty International	1312	1351	1392
UN Club Advisor	337	347	357
Ski Club	1571	1618	1666
Marching band	1834	1889	1946
Musical Director (Secondary)	1312	1351	1392
Drama Directory (Elementary)	516	532	548
Musical Director (Elementary)	1032	1063	1095
Newspaper Advisor	843	868	894
Student Council - Senior	984	1014	1044
Student Council - Junior	653	672	693
Culinary Cuisine	1049	1080	1112
Majorettes	722	744	766
JV Majorettes	366	377	388
Color Guard	722	744	766
Odyssey of the Mind	530	546	563
Student Government (6th grade)	690	710	732
Honor Society	867	893	920
Junior Honor Society	755	777	801
French Club	866	892	919
Science Olympiad Advisor	1312	1351	1392
German Club	866	892	919
Spanish Club	866	892	919
Elementary School Store Advisor	276	285	293
Costume & Wardrobe (HS)	552	568	585
Set Construction & Lighting (HS)	1104	1137	1171
Choreography (HS)	552	568	585
Set Construction & Lighting (Elem)	185	190	196
PAVAS	811	835	860
Elementary Marching Band	866	892	919
Cook Memorial Forest Co-ordinator	6181	5000	5000
Varsity Club	1811	1865	1921

Section 3

Advisors

- 3.1 The position of class advisor shall be rotated among all Senior High School faculty.
- 3.2 In the event that a teacher requests the position of advisor, he/she should be given preference.
- 3.3 A teacher designated as class advisor of the 9th grade shall act in the capacity of advisor for that particular class for the ensuing four (4) years.

Section 4

Miscellaneous

In the event that a teacher is authorized to use his/her vehicle in the performance of any school business, he/she shall be reimbursed at the IRS allowance rate per mile, round trip.

Section 5

Chaperone pay (except for high school dances) shall be at the rate specified as follows for each activity:

Effective	7/1/04	\$55.00		
	7/1/05	\$55.00	if overnight	\$100.00
	7/1/06	\$55.00	if overnight	\$104.00

Chaperone pay for high school dances shall be at the rate specified as follows for each dance:

Effective	7/1/04	\$65.00
	7/1/05	\$65.00
	7/1/06	\$65.00

Chaperone pay for Varsity and Junior Varsity Basketball shall be at the rate specified as follows for each night:

Effective	7/1/04	\$55.00
	7/1/05	See Memorandum of Agreement
	7/1/06	See Memorandum of Agreement

Ticket takers, scorekeepers, and timers for football games shall be at the rate specified as follows for each game:

Effective	7/1/04	\$45.00
	7/1/05	\$46.00
	7/1/06	\$47.00

Ticket takers, scorekeepers, and timers for Varsity and Junior Varsity basketball games shall be at the rate specified as follows for each night:

Effective	7/1/04	\$55.00
	7/1/05	\$70.00
	7/1/06	\$70.00

Section 6

The hourly rate for tutoring upon authorization by the Superintendent of Schools shall be at the hourly rate specified as follows:

Effective	7/1/04	\$26.22
	7/1/05	\$27.00
	7/1/06	\$27.00

Approved travel shall be reimbursed at the IRS allowance per mile, round trip.

Section 7

The hourly rate for T.V. broadcasting upon authorization and assignment by the Superintendent of Schools shall be at the rate specified as follows:

Effective	7/1/04	\$26.22
	7/1/05	\$27.00
	7/1/06	\$28.00

Section 8

Approved summer workshops and approved in-service workshops which go beyond the normal teacher working day will be paid to members of the bargaining unit at the hourly rate specified in the following. The District will compensate the teacher for expenses 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 and the approved curriculum work is done after the normal teacher working day.

Effective	7/1/04	\$26.46
	7/1/05	\$27.25
	7/1/06	\$28.25

Section 9

Approved curriculum work that is performed at the summer curriculum camp between July 1 and August 31 shall be compensated at the hourly rate specified in the following for a seven hour day for those who are attending the camp after their first year.

Effective	7/1/04	\$21.43
	7/1/05	\$22.00
	7/1/06	\$28.00

Section 10

Salary Schedules – see pages 36 – 38

Section 10 - Salary Schedule 2004-05

Step	B	B+30	B+36	B+42	B+48	B+54	B+60	B+66	B+72	B+78	B+84	B+90
1	40800	42758	43135	43511	43887	44076	44489	45092	45468	45885	46221	46635
2	41300	43258	43635	44011	44387	44576	44989	45592	45968	46385	46721	47135
3	41557	43515	43892	44268	44644	44834	45247	45849	46225	46641	46978	47392
4	41825	43783	44160	44536	44912	45102	45515	46117	46493	46909	47246	47660
5	42104	44061	44438	44814	45190	45380	45793	46396	46772	47188	47525	47938
6	42394	44351	44729	45104	45480	45669	46083	46686	47062	47478	47815	48228
7	42695	44652	45030	45405	45781	45970	46384	46987	47362	47779	48115	48529
8	43007	44964	45342	45718	46094	46282	46696	47299	47675	48091	48428	48842
9	43330	45288	45665	46041	46417	46605	47020	47622	47998	48414	48751	49165
10	43666	45623	46000	46376	46752	46941	47355	47958	48334	48750	49087	49500
11	43853	45811	46188	46564	46940	47130	47543	48145	48521	48935	49274	49688
12	44042	45999	46376	46752	47130	47317	47730	48334	48710	49124	49463	49876
13	44229	46188	46564	46940	47317	47505	47919	48521	48897	49312	49650	50065
14	44457	46376	46752	47130	47505	47730	48108	48710	49087	49500	49839	50253
15	44644	46564	46977	47317	47730	47919	48296	48897	49312	49688	50065	50441
16	44833	46752	47167	47505	47919	48108	48521	49087	49500	49876	50253	50629
17	44982	46977	47355	47730	48108	48296	48710	49312	49688	50102	50441	50856
18	45210	47167	47505	47919	48296	48710	49087	49500	49876	50253	50629	51044
19	45397	47355	47730	48108	48521	48897	49312	49688	50102	50441	50856	51232
20	45586	47505	47919	48296	48710	49087	49500	49876	50253	50629	51044	51420
21	47139	49135	49473	49887	50263	50677	51055	51469	51807	52220	52597	53011
22	48230	50188	50602	50941	51356	51732	52145	52522	52898	53275	54065	54442
23	49285	51242	51657	51995	52410	52786	53199	53576	53990	54367	54743	55120
24	50452	52410	52786	53199	53391	53990	54367	54743	55120	55534	55910	56324
25	51469	53388	53877	54367	54855	55308	55799	56324	56775	57265	57792	58244
26	53597	55517	56120	56721	57324	57888	58453	59056	59657	60222	60787	61389
27	54877	56797	57399	58003	58566	59169	59732	60298	60900	61502	62067	62631
28	55743	57700	58265	58867	59432	60035	60636	61164	61766	62368	62970	63497
29	56308	58265	58904	59508	60147	60787	61426	62067	62669	63309	63949	64590
30	57888	59845	60523	61164	61880	62555	63234	63912	64590	65303	65944	66622
31	60356	62275	62990	63668	64346	65023	65738	66378	67057	67732	68411	69126
32	61335	63255	65023	65813	66603	67357	68147	68900	69691	70443	71234	72024
33	62275	64270	65513	66792	67582	68336	0	0	0	0	0	0
34	0	65212	66453	67732	68523	69314	0	0	0	0	0	0
35	0	66152	67433	68674	69465	70256	0	0	0	0	0	0

Section 10 - Salary Schedule 2005-2006

Step	B	B+30	B+36	B+42	B+48	B+54	B+60	B+66	B+72	B+78	B+84	B+90
1	41850	43883	44274	44664	45055	45251	45680	46305	46696	47129	47477	47907
2	42350	44383	44774	45164	45555	45751	46180	46805	47196	47629	47977	48407
3	42869	44902	45293	45683	46074	46270	46699	47324	47715	48148	48496	48926
4	43137	45169	45560	45951	46341	46538	46966	47592	47982	48414	48763	49193
5	43415	45447	45838	46229	46619	46816	47244	47870	48260	48692	49041	49471
6	43704	45736	46127	46517	46907	47104	47533	48159	48550	48982	49331	49760
7	44005	46036	46428	46818	47208	47405	47834	48460	48850	49282	49632	50060
8	44317	46348	46741	47131	47521	47717	48147	48772	49162	49594	49944	50374
9	44641	46672	47065	47455	47845	48041	48471	49096	49486	49918	50268	50698
10	44977	47009	47400	47791	48181	48376	48806	49432	49822	50254	50603	51033
11	45325	47356	47748	48138	48528	48725	49155	49780	50170	50602	50952	51381
12	45520	47552	47943	48334	48724	48921	49349	49975	50365	50795	51147	51576
13	45715	47747	48138	48528	48921	49115	49544	50170	50561	50990	51342	51771
14	45910	47943	48334	48724	49115	49310	49740	50365	50755	51186	51537	51968
15	46146	48138	48528	48921	49310	49544	49936	50561	50952	51381	51732	52162
16	46341	48334	48762	49115	49544	49740	50131	50755	51186	51576	51968	52358
17	46536	48528	48959	49310	49740	49936	50365	50952	51381	51771	52162	52553
18	46691	48762	49155	49544	49936	50131	50561	51186	51576	52006	52358	52789
19	46928	48959	49310	49740	50131	50561	50952	51381	51771	52162	52553	52983
20	47122	49155	49544	49936	50365	50755	51186	51576	52006	52358	52789	53179
21	47818	49810	50240	50631	51061	51452	51881	52271	52662	53053	53483	53874
22	48931	51002	51353	51783	52173	52603	52996	53424	53776	54205	54596	55026
23	50063	52095	52525	52877	53308	53698	54127	54518	54908	55300	56120	56511
24	51158	53189	53620	53971	54402	54792	55220	55612	56042	56433	56823	57214
25	52369	54402	54792	55220	55419	56042	56433	56823	57214	57644	58034	58464
26	54424	56417	56924	57433	57940	58410	58919	59464	59933	60441	60988	61457
27	55634	57627	58252	58877	59502	60088	60674	61301	61924	62511	63097	63722
28	56962	58955	59580	60207	60792	61417	62002	62589	63214	63839	64426	65010
29	57861	59892	60479	61104	61691	62316	62941	63488	64113	64738	65363	65910
30	58448	60479	61142	61769	62433	63097	63761	64426	65050	65715	66379	67044
31	61588	63620	64323	64988	65731	66432	67137	67840	68544	69285	69950	70653
32	62850	64842	65584	66287	66991	67694	68436	69100	69805	70506	71211	71953
33	63866	65859	67694	68514	69334	70117	70937	71718	72540	73320	74141	74961
34	64842	66913	68202	69530	70350	71133	0	0	0	0	0	0
35	0	67890	69178	70506	71327	72148	0	0	0	0	0	0
36	0	68866	70195	71483	72304	73125	0	0	0	0	0	0

Section 10 - Salary Schedule 2006-2007

Step	B	B+30	B+36	B+42	B+48	B+54	B+60	B+66	B+72	B+78	B+84	B+90
1	42941	45050	45456	45862	46267	46471	46916	47565	47970	48420	48781	49227
2	43441	45550	45956	46362	46767	46971	47416	48065	48470	48920	49281	49727
3	43960	46069	46475	46881	47286	47490	47935	48584	48989	49439	49800	50246
4	44498	46608	47014	47419	47824	48029	48474	49123	49528	49977	50339	50785
5	44776	46885	47292	47697	48102	48306	48751	49400	49805	50254	50616	51063
6	45064	47174	47580	47985	48390	48594	49040	49689	50094	50542	50905	51351
7	45365	47474	47880	48285	48690	48894	49339	49989	50395	50843	51206	51651
8	45677	47785	48193	48597	49002	49206	49652	50301	50706	51155	51518	51963
9	46001	48110	48517	48922	49327	49530	49976	50625	51030	51479	51842	52288
10	46337	48446	48853	49258	49663	49866	50312	50962	51367	51815	52178	52624
11	46686	48795	49202	49607	50012	50215	50661	51310	51715	52164	52526	52973
12	47047	49156	49562	49967	50372	50577	51023	51672	52077	52525	52888	53333
13	47249	49359	49765	50170	50575	50780	51225	51874	52279	52725	53090	53536
14	47453	49561	49967	50372	50780	50982	51427	52077	52482	52928	53293	53738
15	47655	49765	50170	50575	50982	51184	51630	52279	52684	53131	53495	53942
16	47900	49967	50372	50780	51184	51427	51834	52482	52888	53333	53698	54144
17	48102	50170	50615	50982	51427	51630	52036	52684	53131	53536	53942	54348
18	48305	50372	50820	51184	51630	51834	52279	52888	53333	53738	54144	54550
19	48466	50615	51023	51427	51834	52036	52482	53131	53536	53982	54348	54795
20	48711	50820	51184	51630	52036	52482	52888	53333	53738	54144	54550	54997
21	49413	51523	51927	52334	52779	53184	53631	54036	54482	54848	55295	55700
22	49635	51703	52149	52555	53001	53407	53852	54257	54663	55069	55516	55921
23	50790	52940	53305	53751	54156	54602	55009	55454	55820	56265	56671	57117
24	51965	54075	54521	54886	55333	55739	56184	56590	56995	57401	58252	58658
25	53102	55210	55658	56022	56469	56874	57319	57725	58171	58577	58982	59389
26	55359	57469	57874	58319	58525	59171	59577	59982	60389	60835	61240	61686
27	56492	58561	59087	59615	60141	60630	61158	61724	62210	62738	63305	63792
28	57748	59817	60466	61114	61763	62371	62980	63630	64277	64886	65494	66144
29	59127	61195	61844	62495	63102	63751	64358	64967	65616	66265	66874	67481
30	60060	62168	62778	63426	64035	64684	65332	65901	66550	67198	67847	68414
31	62169	64278	64966	65616	66305	66994	67684	68374	69022	69712	70401	71092
32	63928	66037	66767	67458	68229	68957	69688	70418	71149	71918	72608	73338
33	65238	67306	68076	68806	69536	70267	71037	71726	72457	73185	73917	74687
34	66293	68361	70267	71118	71969	72781	73633	74444	75296	76106	76958	77810
35	67306	69455	70794	72172	73023	73836	0	0	0	0	0	0
36	0	70470	71807	73185	74038	74890	0	0	0	0	0	0
37	0	71483	72862	74200	75052	75904	0	0	0	0	0	0

2004-05, 2005-06 and 2006-07 Salary Schedules

Each returning teacher who is off step at the beginning of the 2004-05 school year will receive a three percent (3%) increase in salary above his/her 2003-2004 salary. Each returning teacher who is off step at the beginning of the 2005-06 school year will receive a three and eight tenths percent (3.8%) increase in salary above his/her 2004-05 salary. Each returning teacher who is off step at the beginning of the 2006-07 school year will receive a three and eight tenths percent (3.8%) increase in salary above his/her 2005-06 salary. Note: the provisions of Section 11 concerning payment for graduate credit apply to hours earned subsequent to the implementation of salary increases in each year of this agreement.

Section 11

Graduate Credit

- 11.1 Approved hours shall mean graduate and/or in-service hours approved by the district when applied for on the official approval forms. Graduate hours which are part of a master's degree program do not need prior approval. Unless part of a degree program (where a B average is maintained), a grade of "B" or better must be attained to receive credit.
- 11.2 Approved graduate credit obtained before achieving permanent certification will be compensated at \$50 per hour effective July 1, 2004 for hours earned after July 1, 2004; \$55.00 per hour effective July 1, 2005 for hours earned after July 1, 2005; and \$60.00 per hour effective July 1, 2006 for hours earned after July 1, 2006 on a one-time basis.
- 11.3 Approved credit obtained by those off-schedule (with permanent certification) will be compensated at the rate of \$50 per hour effective July 1, 2004 for hours earned after July 1, 2004; \$55.00 per hour effective July 1, 2005 for hours earned after July 1, 2005; and \$60 per hour effective July 1, 2006 for hours earned after July 1, 2006 to become a permanent part of the salary.
- 11.4 Approved credit earned by those on schedule will be compensated in 6 hour blocks by movement to the appropriate position on schedule.

Section 12

Time of Payment for Graduate Credit

Teachers shall notify the District Office by March 15th of any graduate hours or courses to be taken during the coming fiscal school year (July 1 to June 30). All courses must receive approval of the immediate supervisor and Superintendent of Schools. The teacher would receive \$50 in 2004-05, \$55 in 2005-06, and \$60 in 2006-07 per credit hour payment in the next pay period following the Board of Education's approval of the teacher's grade transcripts for the completed courses.

For those teachers who do not file such advance notice prior to March 15th, it will be possible for them, nevertheless, to receive payment in like manner above with the following qualifications:

- 12.1. Payment will be made on a "first-come, first served" basis.

12.2. Monies budgeted for graduate credit based on the above mentioned, "notice of intent" must be available. If said monies have been utilized, the teacher must wait until the next year to receive payment.

Section 13

Degrees and/or Certification

13.1. \$1,458 will be paid for an approved master's degree for the 2004-05 school year; \$1,514 for 2005-06; and \$1,571 for the 2006-07 school year. Payment for a master's degree will be made immediately upon presentation of proof of achievement if notification is given according to method outlined in Section 12. If notification not given and monies not available, then payment will not be effective until following school year.

Section 14

Longevity Steps

Effective July 1, 2004, the District shall add longevity payments at salary Steps 21, 26 and 31 as contained in the Salary Schedule at Section 10. The longevity at Step 21 shall be five hundred dollars (\$500). The longevity at Step 26 shall be an additional one thousand dollars (\$1,000). The longevity at Step 31 shall be an additional one thousand three hundred dollars (\$1,300). The longevity payments are cumulative (example: unit member at Step 31 receives a total longevity payment of \$2,800). Longevity payments shall be included in the unit member's base salary and shall, therefore be subject to the negotiated wage increases commencing with the 2005-06 school year. Effective July 1, 2005, the Step 31 longevity payment shall be increased from one thousand three hundred dollars (\$1,300) to one thousand five hundred dollars (\$1,500).

Section 15

School Psychologists

Placement on the salary schedule for School Psychologists who commenced employment with the 2005-06 school year has been established, and they shall receive wage increases pursuant to the salary schedules. School Psychologists hired after the 2005-06 school year shall be given prior experience credit for years of service as determined by the District for placement on the salary schedule. School Psychologists hired after the 2005-06 school year will be given salary credit for their graduate credit hours and master's degree.

Section 16

School Social Workers

Placement on the salary schedule for School Social Workers who commenced employment with the 2005-06 school year has been established, and they shall receive wage increases pursuant to the salary schedules. School Social Workers hired after the 2005-06 school year shall be given prior experience credit for years of service as determined by the District for placement on the salary schedule. School Social Workers hired after the 2005-06 school year will be given salary credit for their graduate credit hours and master's degree.

ARTICLE XXIII
Duration of Agreement

Section 1

This agreement, except as provided otherwise, shall be effective as of July 1, 2004 and shall continue in effect to June 30, 2007.

Section 2

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

Section 3

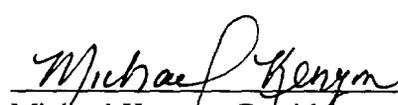
The parties agree that all negotiable items have been discussed during the negotiating leading to this agreement and that negotiations will not be reopened on any item whether contained herein or not during the life of this agreement.

Section 4

Parties have set their hand and seal this day ^{24th} of April 2006, Central School District #1 of the Towns of Springport, Fleming, Aurelius, Ledyard, Scipio, Cayuga County, New York by



Linda Rice
Superintendent of Schools
Union Springs Central School District
District



Michael Kenyon, President
Union Springs Teachers Association
Union Springs Central School



Notary Public,
State of New York
MATTHEW ROYAL FLETCHER
Notary Public, State of New York
No. 02FL4679977
Qualified in Cayuga County
Commission Expires September 30, 2006

