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#### **Contract Database Metadata Elements**

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# AGREEMENT

*Between The*

**SOUTH KORTRIGHT CENTRAL SCHOOL DISTRICT**

*And The*

**SOUTH KORTRIGHT TEACHERS' ASSOCIATION**

**July 1, 2006 to June 30, 2009**

**RECEIVED**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## **ARTICLE I – PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employee' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the SOUTH KORTRIGHT CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION (hereinafter referred to as the "Board") and its professional employees represented by the SOUTH KORTRIGHT TEACHERS' ASSOCIATION (hereinafter referred to as the "Association"), so that the cause of public education may best be served in South Kortright, this Agreement is made and entered into by and between the Board and the Association.

## **ARTICLE II – RECOGNITION**

- A. The South Kortright Central School District Board of Education having determined that the South Kortright Teachers' Association is supported by a majority of the certified, professional personnel, except the Chief School Administrator and the Administrative Assistant, hereby recognizes the South Kortright Teachers' Association as the exclusive negotiations agent for the certified, professional personnel in such unit. The period of unchallenged representation will extend for the maximum period permitted by law.
- B. The Association recognizes the rights of the Board, subject to the State and Federal laws, rules and regulations, and within the provisions of this Agreement, to control, supervise and manage the School District and its staff, to take disciplinary actions, to determine the standards of service, the standards of selection for employment, and the method, means and personnel with which its operations are to be conducted.
- C. It is understood by both parties that nothing contained in this Agreement will be considered to prevent the Chief School Officer or his/her assistant or the Board of Education from meeting with any individual or organization to hear views on any matters. However, it is also understood that any changes or modifications of this Agreement or of existing Board Policy or any development of new policy regarding general terms and conditions of employment will be made only through negotiations with the South Kortright Teachers' Association.

## **ARTICLE III – PAYROLL DEDUCTIONS**

- A. Dues – Agency Fee
  - 1. The Board will provide through its payroll facilities a means of deducting the dues of the Association where requested by the individual teacher.
  - 2. The Board agrees to transmit a check for the total sum deducted to the Association within a period of twenty (20) days following such deductions.
  - 3. Dues deductions will be made in equal installments over the last twenty (20) pay periods.

4. The teacher's authorization for dues deduction will be in writing. The following form of authorization will be used. (Copy below)

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

Social Security Number \_\_\_\_\_  
Last Name \_\_\_\_\_  
District Name \_\_\_\_\_  
Association \_\_\_\_\_

To the Board of Education:

I hereby authorize you according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all right and claim to said moneys so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments therefore made by me for such purposes. This authority will remain in full force and effect for all purposes while I am employed in this School system, or until revoked by me in writing.

Member Signature \_\_\_\_\_  
Date \_\_\_\_\_

5. Unless otherwise provided by law, teachers who are not Association members as of June 30, 1985 will continue to pay fifty percent (50%) of the Agency Fee so long as they are employed in the District or until such time they join the Association. All Association members and teachers employed on or after July 1, 1985 will pay the entire fee; once a teacher joins the Association he/she will pay the entire fee for the remainder of his/her employment in the School District. The Association will submit by September 10 of each year a list of all Non-Association members in the bargaining unit and a written statement certifying the amount of annual dues for Association members.

In the event teachers are employed for only a portion of the school year, the Agency Fee deduction will be pro-rated to correspond proportionately with the time for which they are paid.

B. Annuities

The Board will provide through its payroll facilities the means for the deduction of premium payments for tax-sheltered annuities where requested by the individual teacher.

The maximum number of companies to which annuities will be paid is eight (8). Anyone hired with five (5) or more years invested in a company will be given the option of continuing with his/her present company or rolling over into an existing company approved by the District.

C. Credit Union

The Board, upon receipt of appropriate written authorization, will provide through its payroll facilities the means for the deduction of regular or bi-weekly payments to the Chenango-Delaware-Otsego Teachers Federal Credit Union located in Franklin, New York.

**ARTICLE IV – NEGOTIATION PROCEDURE**

- A. It is contemplated that terms and conditions of employment provided in the Agreement will remain in effect until altered by mutual agreement in writing between the parties.

Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. Accordingly, by mutual agreement, such party will have the right to submit amendments to, or replacements of, sections of this Agreement. In recognition of the fact that vital decisions concerning the educational process must be made at all times, negotiations on this Agreement may be reopened at any time when circumstances warrant such reopening.

- B. Neither party in any negotiations will have any control over the selection of the representative of the other party and each party may select its representatives from within or outside the School District. While no final Agreement will be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations.
- C. No sooner than January 1 or later than April 1 of the school year in which this Agreement expires either party may request to begin negotiations over a successor Agreement. If neither party requests to re-negotiate a successor Agreement, the terms of this Agreement will continue in force and effect for the following fiscal year.
- D. 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.

**ARTICLE V – TEACHER INVOLVEMENT**

The Board and the Association recognize and declare that providing a quality education for the children of the South Kortright Central School District is their mutual aim and that the character of such education depends primarily upon the quality, dedication and morale of the teaching service. No changes that affect the terms and conditions of employment will occur without negotiations between the parties.

In order to enhance teacher involvement in the District, a tuition waiver will be granted for legally dependent children living in the households of members of the Association who reside outside the District. Other children living in these households will be considered for a tuition waiver on a case by case basis by the Board of Education and its decision will not be precedent setting.

#### **ARTICLE VI – EVALUATION AND JOB SECURITY**

- A. All observations of the work performance of a teacher will be conducted openly.
- B. The teacher will be given a copy of the observation report of any class visit by his/her supervisor at the time of the administrator/teacher conference. If the teacher requests a second conference, this will be held before the teacher signs the form. No such report will be placed in the teacher's file without prior conference with the teacher.
- C. At the beginning of the school year, teachers will be provided with a copy of the observation and evaluation instruments to be used, and those instruments will be mutually developed by the faculty and the administration.
- D. The South Kortright Central School District and its administrators agree that the following procedure will be followed. When any meeting is held between a teacher and the administration that may have a negative impact on the teacher's job status or to discuss job performance that could negatively reflect on the teacher's status, the President of the South Kortright Teachers' Association or his/her designee must be notified in advance by the administration. The teacher will continue to have the right to have a representative attend any meeting between the teacher and the administration.
- E. No teacher will be dismissed without just cause. A probationary teacher whose services may be terminated will be entitled, upon request, to a meeting with the Superintendent to discuss weaknesses or the reasons for his/her dismissal.
- F. No teacher will be reprimanded or disciplined unfairly.

#### **ARTICLE VII – PERSONNEL FILES**

- A. Teachers will have the right, upon request to the Superintendent, to review the contents of their personnel files, except their Placement Credentials, and to make copies of any documents in them, except their Placement Credentials. A teacher will be entitled to have a representative of the Association accompany him/her during the review.
- B. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file until the teacher has had an opportunity to review the material, except his/her Placement Credentials. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. A teacher will also have the right to submit a written answer to

such material and his/her answer will be reviewed by the Superintendent and attached to the file copy.

#### **ARTICLE VIII – SCHOOL AIDES**

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should be utilized effectively to this end. Therefore, within the limitations prescribed by Chapter I and PSEN regulations or within such other legal limitations as may be required of the School District, school aides will be assigned to duties to assist or relieve teachers for the purpose of maximizing the effectiveness of the educational program.
- B. It is agreed by the Board and the Association that the Superintendent and/or his/her assistant will work in cooperation with the elementary faculty and Title I aides in making assignments or writing job descriptions for aides, if they are hired.

#### **ARTICLE IX – LOCAL PLANNING CONFERENCE TIME**

- A. The Board and the Association recognize the great importance which must be attached to long and short range planning of the improvement of our educational program. They also recognize the special importance for providing time for staff planning, conferences, and/or workshops. There will be provisions for teachers' input in the planning of these conferences or workshops.
- B. It is also agreed that the Board and its Chief Executive Officer will make a reasonable effort in developing a master schedule for teachers which will maximize the opportunities for teachers of the same grade or subject areas to have their planning time during the regular school day to coincide. The District will provide opportunities for teacher input in the development of the elementary and secondary grade level master schedules.

#### **ARTICLE X – PROFESSIONAL CONFERENCES**

- A. Teachers who attend conferences with the approval of the Superintendent will be totally reimbursed for all approved conference expenses that have been properly validated. Generally, approval of requests to attend conferences will require that the conference be related to the teacher's field or to some other relative function of the educational program.
- B. Teachers who are authorized to drive their personal automobiles on school business, including to and from conferences, will be reimbursed at the IRS or New York State rate (whichever is less) in effect at the beginning of the school year. The mileage will be calculated from home or from school, whichever is less. The Superintendent will authorize the use of personal automobiles on school business whenever it is reasonable and practical to do so.

## **ARTICLE XI – DUTY FREE LUNCH**

All teachers will have a thirty (30) minute duty free lunch period daily, and so far as practical to be scheduled during the time normally allotted for pupil lunch periods.

## **ARTICLE XII – TEACHER'S DAY AND YEAR**

A. The school day for all teachers will begin at 7:50 a.m. and end at 3:05 p.m.

All students K-12 will be released from classes no later than 2:56 p.m. and the nine (9) minutes between 2:56 p.m. and 3:05 p.m. shall be duty free.

Buses will arrive no earlier than 7:50 a.m.

B. The members of the teaching staff accept their professional responsibility to make reasonable amounts of time available during the non-scheduled hours to provide additional help for individuals or groups of children who need or request it or to confer with parents who request conferences.

1. There will be a maximum of four (4) regular faculty meetings per month. Individual teachers may be required to attend no more than two (2) meetings scheduled to include their grade or department. These meetings will be held on the first four (4) school Wednesdays of the month using the following schedule:

a. First school Wednesday  
K-12 teachers (or some subgroup determined by the Superintendent)

b. Second school Wednesday  
K-4 teachers only (or a subgroup determined by the Superintendent)

c. Third school Wednesday  
5-12 teachers only (or a subgroup determined by the Superintendent)

d. Fourth school Wednesday  
Special committee meetings of the faculty

2. When there is a pressing reason, special meetings of the faculty, or subgroups of it, may be called by the Superintendent at his/her discretion. Faculty members normally expected to attend such meetings will make every reasonable effort to be present.

3. Attendance at regularly scheduled meetings will be required and expected of all teachers. Teachers absent from faculty meetings without prior approval will automatically be charged with a reduction of one-half (1/2) day of personal leave.

4. Teachers who are required to attend a school sponsored activity beginning before 8:00 p.m. will be excused from faculty or committee meetings no later than 3:50 p.m.

### **ARTICLE XIII – TEACHING ASSIGNMENTS AND RESPONSIBILITIES**

#### **A. Preparation Time**

Each teacher will be provided with planning time of the equivalent of two (2) forty (40) minute periods per day in addition to a duty free lunch of not less than thirty (30) minutes.

- B.** The above preparation (planning periods) will be free from regularly assigned instructional and/or supervisory duties. Occasionally, teachers may be assigned to substitute for another member of the teaching staff during a preparation period. In cases where such occasional assignments are made, teachers will be remunerated at the rate of fifteen dollars (\$15) per hour. When possible, such assignments will be voluntary. Tenured teachers may also accept a regular instructional, supervisory, or administrative assignment during one of their preparation periods. In cases where such regular assignments are made, teachers will be remunerated at a rate of fifteen dollars (\$15) per period. Such regular assignments will be voluntary.
- C.** In the event of the absence of any teacher for elementary or secondary areas for a half (1/2) day or more, every reasonable effort will be made to provide a substitute teacher from other than the regular teaching staff.
- D.** Teachers will be notified of their tentative teaching programs for the coming year, including the grades and subjects that they will be assigned, before the close of school in June. When practical, any changes in the tentative program after the close of the school year will be discussed with the teacher involved.
- E.** Whenever possible, or reasonable, the assignment of a teacher to sponsor or advise co-curricular activities will be done in cooperation with the teacher involved.
- F.** Whenever practical and subject to the other provisions of this Contract, a secondary school teacher shall have no more than four (4) different teaching preparations a day. If he/she does, the teacher and the Superintendent will discuss the matter, and explore avenues of possible adjustment.
- G.** No secondary school teacher will be assigned more than six (6) teaching and/or duty periods. This provision will not be construed to prevent an individual teacher from exceeding this limit if he/she desires.
- H.** Teachers will be consulted in the formulation of their schedules in order to help assure the best use of their time.
- I.** To the fullest extent reasonably possible, the school library will not be used for regularly scheduled study halls.
- J.** The guidance counselor may be required to work an additional twenty (20) days between the last scheduled day in June and first scheduled day in September at a rate of 1/200 of

his/her annual salary for each additional full day worked; partial days will be pro-rated. The guidance counselor may be requested to work additional days at the above rate.

- K.
  - 1. In K-6 academic (homeroom or home based) classes where enrollment exceeds thirty (30) students per teacher, the teacher will receive additional compensation of three hundred twenty-five dollars (\$325) per student, per year for each student enrolled above thirty (30). This thirty (30) student maximum will not apply to Physical Education, Band or Chorus; additional compensation will not be paid in these areas. However, every reasonable effort will be made to have Physical Education classes not exceed thirty-eight (38) students per teacher.
  - 2. In secondary academic classes where enrollment exceeds thirty (30) students per period the teacher will receive additional compensation of sixty-five dollars (\$65) per student, per year for each student above thirty (30) in that period.
  - 3. Stipends will be computed on a pro-rated basis by quarters of the year and will be added to the final paycheck in June.
  - 4. When or if it becomes necessary to create an additional section, it is understood that it shall be an administrative prerogative to reassign teachers, classrooms, furniture and equipment; reorganize programs and/or schedules as it is deemed necessary to implement the provisions of this Agreement.
  - 5. No teacher will be reassigned out of his/her tenure area or certified area for more than five (5) periods per week.
- L. Teachers may pick up their paychecks on the final day of school provided their final checklist is completed and approved.
- M. Each teacher will maintain plan books and lesson plans in an adequate professional manner. Every reasonable effort will be made to make such plans available to substitute teachers.
- N. All classroom teachers will be expected to dress in professional appropriate ways and to observe proper standards of good grooming.
- O. Teachers recognize their responsibility for supervision of students throughout the school including hallways, lavatories, etc. and for dealing with behavioral problems as they occur.
- P. Every reasonable effort will be made to insure that the number of students assigned to special areas, such as Art, Home Economics, Industrial Arts, and Business will not exceed the available number of students' workstations.
- Q. Any member of the bargaining unit employed beyond the school calendar year will be remunerated on a basis pro-rated on a ten (10) month school year.

- R. When letters of resignation or retirement are received by the Chief School Officer or Board of Education, members of the Association and faculty will be notified as soon as reasonably possible, prior to active recruitment or interviewing to fill the vacancy. When such vacancies are learned of during the Summer recess, a reasonable effort will be made to notify members of the Association and faculty of openings, but the Superintendent and Board will not feel constrained from announcing openings, interviewing and hiring in a reasonable and prudent manner.
- S. Teachers who desire a change in grade and/or subject assigned may file a written statement of such desire with the Chief School Officer. Such statement will include the grades and/or subjects to which the teacher desires to be assigned in order of preference. Such requests for transfers and for reassignments for the following year will be submitted no later than March 15.
- T. No teacher will be denied a request for voluntary reassignment without cause.

#### **ARTICLE XIV – LEAVES OF ABSENCE**

##### **A. Sick Leave**

1. Each teacher will be allowed fifteen (15) days per year for personal illness.
2. Such days will be available from the first official day of each school year whether or not a teacher reports for duty on that day. However, if a teacher leaves his/her position during the school year and has used sick leave that has not been earned, his/her final salary check will be adjusted accordingly.
3. Unused sick leave may accumulate to a three hundred (300) day maximum.
4. Teachers will receive a statement of accumulated sick days no later than September 30 and January 31 of each school year.
5. Approved absences from work within this provision will be charged against the teacher's accumulated sick leave in the following ways:
  - a. One (1) period or less – no deduction
  - b. Two (2), three (3) or four (4) periods – one-half (1/2) day deduction
  - c. More than four (4) periods – one (1) full day deduction
6. Beginning in the 2006-2007 school year, members of the bargaining unit must select between two compensation options for accumulating sick leave. Once this selection is made it can not be changed.

OPTION 1: If a member of the bargaining unit maintains a minimum of one hundred fifty (150) accumulated sick days in any semester, an additional three hundred and fifty (\$350) will be added to the last paycheck for that semester.

OPTION 2: A member of the bargaining unit who has accumulated less than one hundred fifty (150) sick days at the beginning of a school year will be paid \$10/day for any of the fifteen (15) sick days allocated during the previous school year that were not used during the previous school year. A member of the bargaining unit who has accumulated at least one hundred fifty (150) sick days and not more than two hundred (200) sick days at the beginning of a school year will be paid thirty-seven dollars (\$37) per day for any of the fifteen (15) days allocated during the previous school year that were not used during the previous year. A member of the bargaining unit who has accumulated more than two hundred (200) sick days at the beginning of the school year will be paid fifty dollars (\$50) per day for any of the fifteen (15) sick days allocated during the previous school year that were not used during the previous year. This payment will be made no later than January 15<sup>th</sup>.

7. There will be a Sick Leave Bank with a maximum of two hundred (200) days to be contributed to by teachers. The teachers will elect the number of days they will contribute to the Sick Leave Bank and will contribute those days by the fifteenth (15th) school day of each school year; however, in no event will the total number of accumulated sick leave days contributed by the teachers exceed two hundred (200). The Bank may be used solely for the purpose of offsetting the hardship associated with extended illness, disorder or injury. This provision will be administered by the District. Benefits from the Bank will be available only to those teachers who contribute to the Bank.

A committee consisting of two (2) representatives of the District and two (2) of the Association will meet annually, if requested by either party, to review and revise, if necessary, guidelines for administration of the Sick Leave Bank.

8. Employees will be required to notify the Superintendent of any physical condition or disability that may affect their ability to perform normal teaching duties.

Employees with a physical condition or disability, as stated above, shall provide verification from their attending physician as to ability to perform normal teaching duties. Where a physician's verification is not provided, the District will be saved harmless of any and all liabilities related to the employee's conditions or disabilities.

9. Upon retirement, members of the bargaining unit will be compensated for accumulated sick leave based on whichever of the two options below provides the greatest benefit.

OPTION 1: Accumulated sick leave for teachers eligible to retire without penalty under the New York State Teachers' Retirement System, who have at least ten (10) years of service to the District, will be compensated upon retirement at

twelve dollars and fifty cents (\$12.50) per day. Payment will be made no later than January 15<sup>th</sup> of the net school year immediately following the date of retirement.

OPTION 2: Accumulated sick leave for teachers eligible to retire without penalty under the New York State Teachers' Retirement System, who have at least ten (10) years of service to the District, will be compensated upon retirement at ten dollars (\$10) per day for the first one hundred (100) days, fifteen dollars (\$15) per day for the next one hundred (100) days, and twenty dollars (\$20) per day for the next one hundred (100) days. Payment will be made not later than January 15<sup>th</sup> of the next school year immediately following the date of retirement.

B. Personal Leave

1. Each teacher will be allowed three (3) days leave per school year for personal business.
2. Such personal leave will be requested in writing at least twenty-four (24) hours in advance, if possible. No reason for the leave need be given.
3. Personal leave is granted exclusively for teachers who have important and pressing obligations of a personal nature that cannot be scheduled for times other than when school is in session. Personal days may not be used for vacation, recreation, or for working at a second occupation.
4. Approved absences from work within this provision will be charged against the teacher's allowable personal leave in the following way:
  - a. One (1) period or less – every fourth (4th) time – one-half (1/2) day deduction
  - b. Two (2), three (3) or four (4) periods – one-half (1/2) day deduction
  - c. More than four (4) periods – one (1) full day deduction
5. Any unused personal leave will be converted to sick leave at the end of the school year.

C. Family Leave

1. Each teacher will be allowed five (5) days a school year from his/her own accumulated sick leave for illness in the immediate family.
2. Each teacher will be allowed five (5) days of leave for each death in the immediate family. This leave is in addition to sick leave and is not subtracted from it. Where reasonable and necessary, additional leave for death in the immediate family may be granted by the approval of the Board of Education.

#### D. Extended Leaves of Absence

1. Regularly employed full-time teachers of the District may request leave of absence without pay for personal reasons under the following conditions: The teacher must notify the Superintendent in writing of the intent to request an Extended Leave of Absence no later than May 1 for a leave to commence in September of the following year or no later than December 1 for a leave to commence at the beginning of the second semester. All requests for leaves of absence without pay are subject to approval or disapproval by the Board of Education.
2. The leave may be of one (1) or two (2) semesters in duration. Teachers who have been granted leave under these provisions must notify the Superintendent in writing no later than the beginning of Spring vacation (following leaves which end with the school year) of their intention to return to work in the Fall, or by Thanksgiving vacation, (following leaves which end at the end of the Fall semester).
  - a. Failure to do so will result in termination of the teacher's leave and employment status unless otherwise extended by the Board.
  - b. Teachers returning from a leave of absence without pay shall be assigned to the same or similar position to that held prior to the leave.
3. Extension of such leave maybe granted by the Board upon recommendation of the Superintendent. These extended leaves of absence, when approved, will be granted without pay.
4. Granting of extended personal leave will not result in a loss of tenure rights.

#### E. Child Rearing

1. Child rearing leaves will be granted upon request to all regularly employed teachers. Child rearing leave will be without pay, and may be granted for a period of up to one (1) year.
2. Requests for child rearing leave will be made sixty (60) days prior to the date the leave is to commence. In the case of adoption, sixty (60) days notice or as much notice as is possible will be provided for said leave. Said leave will commence upon receipt of defacto custody, or earlier if necessary to fulfill the requirements of adoption.
3. At the time a teacher requests leave, the length of that leave must be specified and mutually agreed to and taken for the extent of the request. The length of such leave may only be changed by mutual agreement between the teacher and the Superintendent.

4. All rights while on unpaid child rearing leave and upon returning from leave will be in accordance with D. 2b., D. 3., 4.

F. Association Leave

The Association President and/or his/her designees will be granted an aggregate total of up to three (3) days per year to attend NEA/NY Conventions or to attend to other business of the Association.

## ARTICLE XV – INSURANCE

A. Health Insurance

The School District will provide health insurance for all eligible bargaining unit members at an overall benefit plan at least equal to the Catskill Area Schools Employee Benefit Plan L:

1. For individuals – For the 2006-2007 school year bargaining unit members will contribute \$270 towards the cost of their individual health insurance premium. In subsequent years, the amount of this contribution will increase by the same percentage as the average increase in salary of bargaining unit members, exclusive of longevity increases. This clause will remain in effect until changed by negotiations.
2. For dependents – eighty-five percent (85%)
3. Buy-Out

Employees declining health care coverage, who by written waiver show proof of other health insurance coverage, shall receive a payment of one-half (1/2) of the District's cost of annual coverage. A waiver of health care coverage shall be filed in the employee's personnel file. Any employee taking the buy-out incentive will be ineligible to change health insurance coverage until the following school year.

Employees who wish to change their status during the school year shall be subject to the enrollment restrictions of the carrier and the payment shall be prorated.

Any employee, currently under the South Kortright Central School District health plan, that reduces their coverage, shall share equally the saving of the reduction with the District. Employees may not upgrade their coverage with the intent of changing later to achieve this shared saving.

Any employees who reduced their coverage during a prior contract period and who continue that reduction shall continue to share equally in the savings of that reduction with the District.

4. The prescription co-pay rates will be ten dollars (\$10) for generic drugs, and fifteen dollars (\$15) for non-generic drugs. All drugs obtained through the mail-in prescription service will have a three dollar (\$3) co-pay. These co-pay rates will be effective July 1, 2006 and will remain at these rates until changed by negotiations.

**B. Dental Insurance**

The District will offer a District-wide dental plan. The dental plan will permit the employee to enroll in an individual or a family plan coverage.

The District will pay one hundred percent (100%), not to exceed one hundred forty dollars (\$140) per year, of the District's dental plan for an individual.

Or the employee may select the District's family plan, and the District will contribute a maximum of one hundred forty dollars (\$140) per year for the coverage of the individual employee and the employee's family. The employee's contribution to the family plan will be deducted from the employee's pay by the District.

Increases in dental insurance costs, in excess of the one hundred forty dollars (\$140), will be paid by the employee.

The District and the Association agree to meet to review replacing the existing dental plan.

**C. Retirement Benefit**

The District will provide a Retirement Benefit Form to those unit members choosing retirement. A sample of this Form is annexed as Appendix A to this Agreement.

**D. Vision Care**

The District will make available a Vision Care Program, the cost of which will be covered entirely by the individual(s) who subscribe to such program. It is understood that such program would be made available if there is a significant number of applicants as of July 1 each year to make the plan acceptable by a given company.

**E. I.R.S. Section 125**

The District shall participate in a Flexible Benefit Plan for professional staff. The administrative fees assessed by the third party administrator to individual teachers shall be shared equally by the individual teachers and the District. The third party administrator shall be mutually agreed upon by the District and the South Kortright Teachers' Association.

## ARTICLE XVI – SALARY

- A. Each teaching salary will include, as part of a schedule/formula, the following amounts for a Base Salary and for each year of teaching experience:

2006-2007	Base - \$30,871	Each Year Experience - \$957.00
2007-2008	Base - \$31,832	Each Year Experience - \$957.00
2008-2009	Base - \$33,001	Each Year Experience - \$957.00

Unless otherwise agreed to by the parties in a successor Agreement, beginning in the school year 2003-2004 (for the purpose of the Tribourgh Amendment) each returning teacher's salary will be increased by only nine hundred and twenty dollars (\$920).

- B. As part of the salary schedule/formula graduate hours will be paid at the rate of thirty dollars (\$30) per credit hour. The following stipulations apply to graduate hours:
1. The maximum number of approved graduate hours for which pay may be granted will not exceed ninety (90) hours.
  2. To be credited for graduate credit salary adjustment in any school year, teachers must have college transcripts on file in their personnel folder in the Superintendent's office by no later than October 15 of the year in which payment is to be made.
  3. Graduate hours must be approved by the Superintendent in advance and ordinarily must be in an area of study judged to be of value to the teacher's position in the District.
- C. Possession of a Master's Degree will increase a teacher's base salary by four hundred dollars (\$400). To receive a salary adjustment for a Master's Degree, the teacher must submit a diploma or official college transcript verifying the completion of all requirements for the degree, and indicating that the degree has been, or will be conferred. The transcript must be submitted to the Superintendent no later than October 15 of the year in which the salary adjustment is to occur.
- D. New teachers will be paid according to the above salary formula using that year's Base figure, years of experience compensation, graduate credit, and Master's Degree, as stated in Article XVI, Paragraphs A, B, and C.

In crediting new teachers with years of prior experience, prior service will be recognized as follows:

1. Military service (drafted or in combat) shall be credited up to five (5) years.
2. Teaching service up to ten (10) years will be automatic, beyond ten (10) years at the discretion of the Board of Education.

3. Service in a related field, up to three (3) years, at the discretion of the Board of Education.

E. Teachers returning from unpaid leaves of absence (Article XIV, Paragraphs B and C) will resume their place in the salary formula based on that year's Base Salary figure, years of experience compensation, graduate credit and Master's Degree as stated in Article XVI, Paragraph A, B and C.

Teacher's will gain experience credit for the year on unpaid leave as follows: If the teacher completed over six (6) months of active service during the year, the teacher will receive credit for a full year of service. If the teacher completed four (4) to six (6) months of active service during the year, the teacher will receive credit for one-half (1/2) of a year of service. If the teacher completed less than four (4) months of active service, the teacher will receive no experience credit for that year.

F. Part-time teachers will be compensated by a salary determined in accordance with Article XVI, Paragraphs A, B and C, which is then pro-rated according to the percentage of their part-time employment.

Part-time teachers will receive one-half (1/2) of a year of experience credit for each year employed if their employment is half time or less; they will receive a full year of experience credit for each year employed if their employment is greater than half-time.

G. Probationary Period

The rights of probationary teachers are found in Section 3012 of the New York State Education Law.

H. Paydays

Paydays will occur on a biweekly basis. Each teacher will have the option of having his/her annual salary paid on the regular ten (10) month basis or of having it divided as if employment were on the twelve (12) month basis, receiving one (1) large check on the last payday in June covering the pay periods that would normally fall during July and August.

I. Retirement Benefit

A retirement benefit will be made available to teachers who have at least ten (10) years of full-time service or the equivalent to the District and who are eligible to retire without penalty (at one hundred percent [100%] of their pension factor) under New York State Teachers' Retirement System (NYSTRS) guidelines.

1. The employee must notify the Chief School Officer of his/her election to exercise the retirement option in writing. Such notification is irrevocable once tendered. The notice must be made by March 15 of the year they plan to retire.

2. The incentive will be a cash payment of ten thousand dollars (\$10,000).

3. Payment will be made no later than January 15 of the next school year immediately following the date of retirement.

J. Longevity

Teachers will receive one thousand dollars (\$1,000) added to their Base Salary at the fifteenth (15<sup>th</sup>) year of teaching service to the District, a second one thousand dollars (\$1,000) added to their Base Salary at their twentieth (20<sup>th</sup>) year of teaching service to the District, and a third one thousand dollars (\$1,000) added to their Base Salary at their twenty-fifth (25<sup>th</sup>) year of teaching service to the District.

K. National Board Certification

Possession of National Board Certification will increase a teacher's annual salary by two thousand dollars (\$2,000) for the life of the certification. To receive this two thousand dollar (\$2,000) salary adjustment for National Board Certification, the teacher must submit evidence of certification to the Superintendent no later than October 15 of the year in which the salary adjustment is to begin.

During the time period in which a teacher is completing the National Board Certification process, the District will provide videotaping support and up to six (6) release days for the teacher to work on the certification process.

## **ARTICLE XVII – COACHES’ SALARY SCHEDULE**

Coaches in the South Kortright Central School District will be paid in accordance with salaries listed below. When vacancies exist in these positions, they will be announced to the faculty and qualified unit members will be given priority in hiring. All coaching positions are subject to annual appointment by the Board of Education. However, any unit or non-unit member incumbent in a position who is doing a satisfactory job, and who wishes to continue in the position, may be so employed even though a qualified unit member may apply for the position.

Coaches returning from extended leaves of absence without pay will be re-appointed to the same or similar position if, in the District's estimation, his/her qualifications and performances are at least equivalent to that of the individual who served during the leave.

### Coaching Salaries for 2006-2009

<b>Position</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
Girl's Varsity Basketball	\$3,598	\$3,742	\$3,892
Boy's Varsity Basketball	\$3,598	\$3,742	\$3,892
Girl's Varsity Soccer	\$2,125	\$2,210	\$2,298
Boy's Varsity Soccer	\$2,449	\$2,547	\$2,649
Girl's Varsity Softball	\$2,125	\$2,210	\$2,298
Boy's Varsity Baseball	\$2,449	\$2,547	\$2,649
Girl's Modified Basketball	\$1,845	\$1,919	\$1,996
Boy's Modified Basketball	\$1,845	\$1,919	\$1,996
Girl's Junior Varsity Basketball	\$2,449	\$2,547	\$2,649
Boy's Junior Varsity Basketball	\$2,449	\$2,547	\$2,649
Girl's Modified Soccer	\$1,879	\$1,954	\$2,033
Boy's Modified Soccer	\$1,879	\$1,954	\$2,033
Girl's Modified Softball	\$1,430	\$1,487	\$1,547
Boy's Modified Baseball	\$1,430	\$1,487	\$1,547
Cheerleading	\$2,125	\$2,210	\$2,298
Track	\$1,430	\$1,487	\$1,547
Athletic Director	\$2,802	\$2,914	\$3,030

All compensation for duties listed above will be paid at the end of the pay period in which the duties are completed.

Should any new coaching position be added, the starting salary shall be negotiated with the Association and the position shall be added to the Coaches' Salary Schedule.

When the current coach of the Boys' Varsity Soccer and Boys' Varsity Baseball coaching positions relinquishes these positions, the salaries for these positions will be reduced so that they are equal to the salaries of the Girls' Varsity Soccer and Girls' Varsity Softball coaching positions.

## ARTICLE XVIII – SUPPLEMENT FOR DUTIES AND ACTIVITIES

It is understood between the Board and the Association that when vacancies exist in the duties and activities listed below they will be announced to the members of the faculty and that qualified Association unit members will be given first priority in hiring. However, a non-unit member incumbent in a position, who is doing a satisfactory job, and who wishes to continue in the position, may be so employed even though a qualified unit member may apply for the position.

The Association agrees to make every reasonable effort in cooperation with the Board and Administration in seeing that appropriate, qualified members of the bargaining unit retain or accept and effectuate these assignments as part of their professional obligation under this Agreement.

### A. Chaperons

Payment will be made upon submission of a claim form requesting payment for duties rendered.

	<u>Annual Stipend</u>
1. Senior Trip four (4) days maximum for two (2) teachers	\$330
2. All day bus trip other than school hours, one (1) chaperone per bus. Two (2) chaperons per bus will be permitted for band and chorus trips where both the vocal music teacher and instrumental music teacher accompany the students.	\$ 110
3. One-half (1/2) day bus trip other than school hours, one (1) chaperon per bus	\$ 55

### B. Assigned Extra Duties

Duties listed below will be paid at the following hourly rates. Payment for these duties will be made upon submission of a claim form requesting payment for duties rendered.

1. Athletic Team Scorer	\$15/hour
2. Athletic Team Timer	\$15/hour
3. Ticket Sellers and Takers	\$15/hour
4. Supervision at Extra-curricular Activities	\$15/hour

5. Supervision at After School Detention - The compensation for this assignment will be fifteen dollars (\$15) per hour. A maximum of sixteen (16) students will be assigned to after school detention in any session.
6. Compensation for teachers teaching adult education will be fifteen dollars (\$15) per hour.

C. Assigned Extra Activities and Coordinators

1. When practical, payment for the duties included in this Section will be made at the end of the pay period in which the extra duty is rendered; otherwise, it will be made at the end of the pay period directly following the rendering of duty.
2. Advisors do not receive additional pay to chaperon activities of their advisory groups.

Stipends for Extra Activities

<b>Position Title</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
Senior Class Advisor	\$1,400	\$1,470	\$1,540
Junior Class Advisor	\$1,000	\$1,050	\$1,100
Sophomore Class Advisor	\$600	\$630	\$660
Freshman Class Advisor	\$500	\$525	\$550
Extra Activity Coordinator	\$1,200	\$1,260	\$1,320
Student Leadership Advisor	\$800	\$840	\$880
Yearbook Financial Advisor	\$500	\$525	\$550
School Play Advisor	\$1,400	\$1,470	\$1,540
Varsity Club	\$500	\$525	\$550
National Honor Society	\$700	\$735	\$770
National Junior Honor Society	\$400	\$420	\$440
Math Honor Society	\$400	\$420	\$440
Spirit Club	\$400	\$420	\$440
Nature Trail	\$1,000	\$1,050	\$1,100
Wellness Coordinator	\$1,200	\$1,260	\$1,320
Arts In Education	\$150	\$157.50	\$165
Audio-Visual Coordinator	\$250	\$262.50	\$275

The District agrees to compensate one (1) advisor in each of the above titles. However, two (2) staff members may agree to share the assignment and the stipend.

3. When new extra activities are approved by the Board of Education, compensation for the advisors or coordinators of these activities will be mutually agreed upon by the Administration and the Association. If the advisors or coordinators of the extra activities are to be remunerated, the position will be added to the Stipends for Extra Activities Schedule.

#### **ARTICLE XIX – PHYSICAL EXAMS**

In order to safeguard the health of children attending the South Kortright Central School, as well as to protect the best interests of its teachers, the Board of Education requires medical examinations to be completed by October 15 of the first year of employment and by January 1 by the end of probationary employment. This requirement is a prerequisite to recommendation for tenure.

Although there is no requirement for regular periodic examinations for teachers on tenure, the Board reserves the right to require physical examinations when, in judgment of the Superintendent, there is good reason to do so.

A teacher may go to his/her own physician, or to the school physician. A report must be submitted to the Superintendent on a form approved by the Board of Education and available in the Main Office. The report should be submitted to the Superintendent within two (2) weeks of the completion of the examination. The results of these physical examinations may be a part of the Board's total evaluation of a teacher's fitness to teach or of his/her eligibility for Disability Retirement.

The Board of Education will pay the cost of such examinations up to and including the amount of fee charged by the school doctor.

#### **ARTICLE XX – ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The Association will have the right to use the school building for Association meetings without cost provided such meetings can be scheduled without disturbing the regular or necessary school business.
- B. After school hours on the first Monday that school is in session each month will be left open for Association meetings.
- C. The Association will have the right to use school duplication equipment and supplies, and the right to use school mailboxes for distribution of materials.
- D. The Association assumes equal responsibility with the Board and the Administration in the enforcement of applicable Sections of this Contract.
- E. Association Officers

The Association will notify the Superintendent of new Officers as soon as practical after appropriate Association elections or designations, as the case may be. This is not intended to interfere in any way with internal Association matters.

- F. If additional expenses are incurred because of use of District equipment, building or supplies, then the Association will reimburse the District for such incurred expense(s).

#### **ARTICLE XXI – CONSOLIDATION**

The rights of teachers as the result of consolidation are found in Section 2510 of the New York State Education Law.

#### **ARTICLE XXII – SUBCONTRACTING**

The District agrees that full-time instructional duties requiring professional certification will be performed by members of the bargaining unit. If any full-time position is to be reduced to part-time, every reasonable effort will be made to make such change in staffing when positions are vacant. The District will have the right to subcontract for services where bargaining unit members or the BOCES is not qualified or able to perform required services; the right of subcontracting will also be extended to the purchasing of services through the Otsego-Northern Catskills BOCES. If a bargaining unit member's position is reduced from full-time to part-time, the teacher will be entitled, upon written request, to any vacant teaching assignments in which he/she holds valid New York State Certification.

#### **ARTICLE XXIII – GRIEVANCE PROCEDURE**

- A. Declaration of Purpose

Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the Association may present grievances free from coercion, interferences, restraint, discrimination or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the Courts.

- B. Definitions

1. A *grievance* will mean any claimed violation, misinterpretation, or inequitable application of any existing laws, rules, regulations, or policies which relate to or involve the teacher in the exercise of the duties assigned to him/her.
2. *Aggrieved Party* will mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

3. *Immediate Supervisor* will mean the person to whom the aggrieved party is directly responsible in the action from which the grievance develops.
4. *The Chief Administrator* will mean the Superintendent of the District.
5. *A Representative or Designee* will mean any person or group of persons designated by the aggrieved party to act as his/her counsel or on his/her behalf.

C. Stages of Grievances

Stage 1 – Informal

1. The aggrieved party or his/her representative will present his/her grievance and declare it as such to the grievant's immediate supervisor not more than thirty (30) working days after the date on which the alleged violations occurred. A working day will be defined as any day during the school year when school is in session. Any alleged grievance occurring after the last scheduled day in June and before the first scheduled day in September will be presented not more than twenty (20) working days after the first schedule day in September.
2. Any grievance submitted after thirty (30) working days from the date on which the alleged violation occurred will be deemed waived and the employee and/or the Association will be barred from pursuing the issues of the grievance or remedies to the alleged violations.
3. The immediate supervisor will discuss with the aggrieved party and his/her representative the factors and remedies sought on any grievance filed within the appropriate time as stated above and render his/her determination within five (5) working days after the presentation of the grievance.
4. If the determination by the immediate supervisor is not acceptable to the grievant, and the grievance was timely filed, the aggrieved party may appeal to the next Stage of this Grievance Procedure.

Stage 2 – Formal

Note: When the immediate supervisor is the Chief Administrator, Stage 2 may be bypassed by common consent of the aggrieved party and the Chief Administrator.

1. Within five (5) working days of the previous determination the aggrieved party or his/her representative may make a written request to the Chief Administrator for review and determination.
2. The Chief Administrator will immediately notify the aggrieved party, immediate supervisor, and any other involved person to submit written statements to him/her within five (5) working days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.

3. An informal hearing, time and place to be set by the Chief Administrator with the consent of the aggrieved party or his/her representative, will be held within five (5) working days of receipt of the written statements pursuant to Paragraph B, at which time such parties may appear and present oral and written statements supplementing their position in the case.
4. The Chief Administrator or his/her designee will render his/her determination within ten (10) working days after the written statements pursuant to Paragraph B have been presented to him/her.
5. If the grievance is not satisfactorily resolved at this Stage, the aggrieved party may move on to the Board Stage.

#### Stage 3 – Board

1. The aggrieved party or his/her representative may, within five (5) working days of the determination by the Chief Administrator or his/her designee, make written request to the Board for review and determination.
2. All written statements and records of the case will be submitted to the President of the Board by the aggrieved party and the Chief Administrator.
3. The Board will hold a hearing to obtain further information regarding the case and shall render its final determination within ten (10) working days after receiving the request for review. The hearing will be private unless both parties agree to its being public.
4. If the grievance is not resolved at this Stage, the aggrieved party may proceed to the Arbitration Stage.

#### Stage 4 – Arbitration

1. The aggrieved party or his/her representative may, within ten (10) working days of the Board determination, request in writing for binding Arbitration. Such request must be made to the Board of Education.
2. Within five (5) working days after such written notice of submission to Arbitration, the Board and the aggrieved party or his/her representative will agree upon a mutually acceptable Arbitrator competent in the area of grievance and will obtain a commitment from said Arbitrator to serve. This Arbitrator will be obtained from the American Arbitration Association and the proceedings will be governed by its rules.
3. The selected Arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The Arbitrator's decision will be

in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

4. The Arbitrator will have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
5. The decision of the Arbitrator will be final and binding upon all parties in grievance growing out of disagreements over interpretation of this Agreement and will be advisory only in all other grievances.
6. The costs for the services of the Arbitrator will be borne equally by the Board and the aggrieved party.

#### Time Limits

1. The time limit specified for either party may be extended only by mutual agreement.
2. If a decision at one Stage is not appealed to the next Stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement will be barred.
3. If a decision is not communicated to the aggrieved party or his/her representative within the specified time limit, the aggrieved party or his/her representative may proceed immediately to the next Stage of the procedure within the time limit which would have been allotted had the decision been communicated by the final day.
4. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro-rata so that the grievance procedures may be exhausted prior to the end of the school term or as soon thereafter as is possible.

#### **ARTICLE XXIV – MISCELLANEOUS**

- A. The Association will be provided with three (3) copies of Board Personnel Policies and Rules and Regulations and three (3) copies of any changes in or amendments thereto within five (5) school days after adoption. Each Teacher's Handbook will incorporate copies of all written Board Policies and Administrative Regulations not contained in this Agreement affecting the terms and conditions of employment and/or professional status. Each teacher shall receive copies of any changes in or amendments thereto within five (5) days of adoption. The Association will be provided with three (3) copies of the Board minutes within five (5) school days of the meetings.

- B. Each teacher will be provided by the Board with a copy of this Agreement. The Association will be provided with the necessary officially signed copies plus ten (10) additional copies.
- C. The members of the Board and the Association recognize their mutual responsibility to assist in the effective implementation of this Agreement. The Board pledges itself in good faith to honor and fulfill the provisions of this Agreement as stated herein. The Association, as the official bargaining agent for the professional employees of the School District, likewise, in good faith, recognizes its responsibility to inform its members of the provisions of this Agreement and to assist the Board in dealing with any violation of the Agreement by individual covered by the Agreement
- D. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application will not be deemed valid and any subsisting exception to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

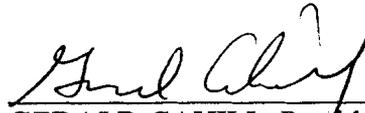
**ARTICLE XXV – REDUCTION IN STAFF**

Any reduction in teaching staff will be reasonably related to the decrease in enrollment or state aid. Attrition must be exhausted as a remedy before other reductions can be made.

**ARTICLE XXVI – DURATION**

The duration of this Agreement will be from July 1, 2006 to June 30, 2009.

FOR THE ASSOCIATION



GERALD CAHILL, President  
South Kortright Teachers' Association

FOR THE DISTRICT



BENJAMIN BERLINER, Superintendent  
South Kortright Central School District

4/23/07  
DATE

4/23/07  
DATE

**APPENDIX A**

**SOUTH KORTRIGHT CENTRAL SCHOOL DISTRICT  
RETIREMENT BENEFIT FORM**

The following benefits are currently provided to teaching staff upon retirement.

Teacher Name \_\_\_\_\_

\_\_\_\_\_ Letter of Retirement on File \_\_\_\_\_ Date of Letter

**HEALTH INSURANCE COVERAGE - (Check One)**

\_\_\_\_\_ Individual \_\_\_\_\_ Family \_\_\_\_\_ Supplemental

Health insurance premium for South Kortright Central School Teachers' Association:

Individual \_\_\_\_\_ of the premium paid by the District  
Supplemental \_\_\_\_\_ of the premium paid by the District  
Family \_\_\_\_\_ of the premium paid by the District (Reflects \_\_\_\_% of the  
difference in premium between Family minus Individual)  
\_\_\_\_\_ premium = \_\_\_\_\_ per month paid by employee

The cost of insurance may change from year to year due to increase in premiums cost to the District.

I have received the above information and agree with its contents.

\_\_\_\_\_  
Teacher Date

