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TA/4768

AGREEMENT BETWEEN THE
CHERRY VALLEY-SPRINGFIELD
TEACHERS' ASSOCIATION
and the
SUPERINTENDENT OF SCHOOLS
of the
CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL
DISTRICT



July 1, 2007 – June 30, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 29 2009

ADMINISTRATION

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ARTICLE 1
PREAMBLE

This agreement entered into by and between the Board of Education of the Cherry Valley-Springfield Central School District, hereinafter called the "Board", and the Cherry Valley-Springfield Teachers' Association, hereinafter called the "Association."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Cherry Valley-Springfield is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

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

WHEREAS, the Board has a statutory obligation pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act), to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE II
RECOGNITION

- 2.1 The Cherry Valley-Springfield Central School Board of Education, having determined that the Cherry Valley-Springfield School Teachers' Association is supported by a majority of the teachers and teacher assistants unit composed of all professional, certificated personnel except the Chief Executive Officer and Building Principals, Business Official and Athletic Director position hereby recognizes the Cherry Valley-Springfield Central School Teachers' Association as the exclusive negotiating agent for the teachers in such unit. Hereinafter the word teacher will mean both teacher and teacher assistants unless specified otherwise.
- 2.2 The Board agrees not to negotiate with any other teacher organization other than the Association.

ARTICLE III
MAINTENANCE OF STANDARDS

- 3.1. All conditions of employment and general working conditions shall be maintained at not less than the highest minimum standards in effect in the Cherry Valley-Springfield Central School at the time this agreement is executed, provided that such conditions shall be improved for the benefit of teachers as required by this agreement.
- 3.2 This agreement shall not be interpreted or applied in any manner which will in any way deprive teachers of professional and/or employment benefits and/or advantages heretofore

enjoyed. Except as required by this agreement, the duties and responsibilities of the teachers in any position in the negotiating unit will not be substantially altered or in any way increased without prior negotiation with the Association.

- 3.3 If any provision of this negotiations instrument or any application of this agreement is found to be contrary to law or negates responsibilities assigned to the Board by law, it shall be deemed invalid.
- 3.4 This article does not apply to standards in effect prior to July 1, 1987.

ARTICLE IV NEGOTIATION PROCEDURES

- 4.1 It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect for the duration of the Agreement. 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 of the parties which have not been previously negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- 4.2 No later than February 1 of the year the contract expires the parties will enter into good-faith negotiations over a successor agreement.
- 4.3 Neither party in any negotiations shall have any control over the selection of the negotiating or negotiating representatives from within or outside the school district. While no final agreement shall 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 compromises in the course of negotiations.

ARTICLE V GRIEVANCE PROCEDURES

Section I - Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and 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.

Section I.A – Labor Management Meetings

To facilitate the purpose described above, the District and Association agree to develop and maintain an ongoing labor management process for the purpose of reviewing and discussing

issues of importance or concern of either party. As part of this the District and Association agree to create a structure that provides for regularly scheduled meetings and components that contribute to effective meetings. It is the purpose of this understanding that this process will assist in the maintenance of harmonious relationships and the resolution of disagreements as informally as possible.

Section II - Definitions

2.1 A grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of this agreement, practices or policies that effect terms and conditions of employment.

2.2 The term Supervisor shall mean any department chairman, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.

2.3 The Chief Executive Officer is the Superintendent of Schools.

2.4 Association shall mean Cherry Valley-Springfield Teachers Association.

2.5 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

2.6 Party in Interest shall mean the Grievance Committee of the Association and/or any party named in a grievance who is not the aggrieved party.

2.7 Grievance Committee is the committee created and constituted by the Cherry Valley-Springfield Teachers Association.

2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section III - Procedures

3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2 Except for informal decisions at stage IA, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.

3.3 If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

3.4 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

3.5 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records deemed necessary by the Board concerning the alleged grievances.

3.6 Except as otherwise provided in Article 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the Proceedings made at each and every stage of this grievance procedure.

3.7 No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

3.8 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

3.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.10 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

3.11 If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

3.12 The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage IA and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2, 3,

and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two days after the conclusion of hearings at Stages 2, 3, and 4, advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee, and the Board, but shall not be deemed a public record.

3.13 The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

Section IV - Time Limits

4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stages within sixty (60) days after the teacher knew or should have known of the act or condition on which the grievance is based.

4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued, and further appeal under this agreement shall be barred.

4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and/or the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4.5 In the event 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 prorata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section V - Stages

5.1 Stage 1: Supervisor

- a) A teacher having a grievance will discuss it with his supervisor either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with

whom consultation has been had without the aggrieved party or his representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

- b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within fifteen (15) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher, his representative, and the Association.

5.2 Stage 2: Chief Executive Officer

- a) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within fifteen (15) school days, present the grievance to the Association's Grievance Committee for its consideration.
- b) If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within fifteen (15) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c) Within fifteen (15) school days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.
- d) The Chief Executive Officer shall render a decision in writing to the teacher, the Grievance Committee and its representative within fifteen (15) school days after the conclusion of the hearing.

5.3 Stage 3: Board of Education

- a) If the teacher and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The Official Grievance Record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.
- b) Within fifteen (15) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session with the aggrieved party, his representative, and/or the Grievance Committee of the Association.
- c) Within fifteen (15) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

5.4 Stage 4: Binding Arbitration

- a) The association may, within ten (10) days of receipt of the determination of the Board of Education, file with the Chief Executive Officer notice of intention to arbitrate the grievance. An arbiter shall be selected in accordance with rules of the American Arbitration Association, and such rules shall govern the conduct or proceedings. Hold a hearing within ten day of selection and shall render a decision within thirty (30) days of the hearing. The expenses of the arbitration shall be shared equally by the Association and the Board of Education. The decision of the arbiter shall be binding to both parties.
- b) The arbiter shall have no power or authority to add to, subtract from, modify, change or alter any provision in this agreement.

ARTICLE VI LEAVES

A. Personal Leaves

- 6.1 The Cherry Valley-Springfield Central School Board of Education agrees to grant two (2) personal leave days per year, accumulative to a total of five (5). Leave will be approved for personal reasons beyond the control of the individual and cannot be scheduled during out-of-school hours. Request for such absence will be submitted in writing five days in advance to the supervising principal except in cases of emergency when advance notice cannot be given. Beginning in the 1995-1996 school year the Cherry Valley-Springfield Central School Board of Education agrees to grant three (3) personal leave days per year, accumulative to a total of five (5). Teachers need not specify the exact nature of the use of the personal business day if the reason is listed below:
 - a. Legal Matters: Sale or purchase of a house, income tax hearings, adoption proceedings, court appearances for traffic violations, probating will, obtaining licenses.
 - b. Funerals: Attendance at funeral service of a person (not a relative) the nature of whose prior relationship to the teacher warrants such attendance. No more than two (2) consecutive days may be used for this purpose.
 - c. Ceremonies: Graduation of teacher, spouse, or child; day of wedding ceremony; participation in religious ceremonies such as baptism, confirmation, circumcision of child; honors and awards ceremonies involving the teacher or immediate family.
 - d. Education: Required educational examinations; attending educational meetings not covered by professional trip regulations; required parental visits by parents to colleges; professional advancement ceremonies.

- e. Religious Observances: The employee may use personal days for religious holiday observations of his particular faith not covered in the regular school calendar.
- f. One (1) personal day per year may be used in a way not covered in a-e. This personal leave may not be used to extend a holiday or vacation.
- g. The President and/or Vice President may utilize their personal leave for attendance at union conferences. The Political Action Coordinator shall be entitled to use one day of personal leave to attend one of the Committee of 100 Lobby Days.
- h) An Association leave bank will be established for use by Association officers or their designees for Association business. A total of 10 days of Association leave may be used per year, between July 1, 2007 and June 30, 2011. During this time, Association members may donate, on a voluntary basis, any or all of their personal contributed personal leave days will be donated to the bank by Association members prior to use and the members must affirm that they are voluntarily donating the days from their personal leave accruals. The District will match up to 5 contributed days per year on a 1:1 basis. Should the bank not have sufficient contribution to cover the Association days indicated above, the Association days will be limited to what is available from the Association leave bank. The Association leave bank will be maintained by the Business Office. The CVSTA President or designee will advise the Business Office in advance of each specific withdrawal in the Association leave bank. Should the Association leave bank sunset with days remaining in the bank, the CVSTA President will advise the Business Office on how to distribute these back to the membership. The matching member contributions creating a total of 10 Association days sunsets on June 30, 2011 (non-triborough).

6.2 The teacher requesting approval of personal leave may list "Personal Business" as the reason for the absence providing that the personal business as listed above is one of the approved reasons for such absence. If the reason is not listed above, the teacher is to state the specific reason for review by the principal and the Office of the Superintendent. If the request is to extend a holiday or vacation, one of the approved reasons must be listed.

6.3 Any unused personal days will be transferred into sick leave accruals at the end of each school year.

B. Jury Duty

6.4 The courts are often willing to postpone teacher jury obligations until times when school is not in session. Individual teachers will strive to secure such postponement, giving the District first priority. The District understands that exceptions cannot be discounted and in such cases individual teachers shall be provided fully paid leaves of absence consistent with the length of time required to serve on jury duty.

C. Sabbatical Leave

- 6.5 The Cherry Valley-Springfield Central School Board of Education agrees to create a sabbatical leave program to provide teachers with an opportunity for professional growth after 7 years service in the Cherry Valley-Springfield School District. This program is to furnish full pay for all half year leave or half pay for a full year leave. Leave will be granted to one teacher at a time according to seniority in the Cherry Valley-Springfield Central School, at the discretion of the Board and provided an adequate replacement can be located.

D. Sick Leave

- 6.6 Sick Leave is absence with pay necessitated by illness or other physical disabilities of the employee or illness in the family.
- 6.7 A maximum of ten (10) days sick leave may be used for sickness in the immediate family or bereavement. Immediate family is defined to include spouse, children/grandchildren, siblings, parents, and grandparents via marriage, legal relationship (in-law and step), adoption, guardianship (foster) or established domestic partner relationship. The above relationships may require verification to the District if so requested.
- 6.8 Each probationary teacher shall be entitled to twelve (12) sick days per year and each tenured teacher shall be entitled to fifteen (15) sick days per year. Any unused sick days shall be accumulated.
- 6.9 The District may require a physician's statement from any individual who is absent for more than three (3) continuous days for illness. The school physician will be entitled to detailed information, including prognosis, with regards to any illness/ disability lasting more than eight weeks.
- 6.10 The sick leave bank shall be for the use of teachers after an individual has exhausted his/her accumulation.
- a. There shall be a two (2) day waiting period without pay from the time the individual's accumulation is exhausted and the time he/she begins using sick leave days from the bank.
 - b. The Chief School Officer may require the individual teacher to furnish a doctor's certification of his/her disability.
 - c. The Association will cooperate actively with the administration to discourage improper use of sick leave. The Association will work with the District in advising unit members of the benefits under Social Security, the New York State Teachers Retirement System and other avenues available.
 - d. Two weeks prior to the end of the school year, the Chief School Officer shall advise the President of the Association as to the number of days from the Bank that had been used during the school year.

- e. Sick leave days will be taken out of the bank without contribution or penalty until the number of days in the bank decreases below 720 days. If this occurs before February 1 of any school year, one (1) sick leave day will be taken from each of the bargaining unit members and added to the sick bank. If the number of sick leave days in the sick bank decreases below 720 days before June 30 of any school year, one (1) sick leave day will be taken from each of the bargaining unit members and added to the sick leave bank. The Business Official will notify the CVSTA President when the number of sick leave days in the sick leave bank falls below 720 days.

Bargaining unit members having fewer than 5 accumulated sick days in their personal sick leave bank will not be required to donate a sick leave day to the sick bank. Bargaining unit members that returned to work after using the sick bank will not need to contribute sick leave days to the sick bank leave bank until six months after their return date.

- f. Association members retiring in any given year may cumulatively contribute up to 80 days of accumulated sick leave, yielding a maximum of 40 days of accumulated sick leave to be added to the sick leave bank. All contributions to the sick leave bank shall be credited on a 2:1 basis.

E. Child Rearing Leave

- 6.11 An unpaid Child Rearing Leave of Absence for males and females of up to two (2) years duration will be available at the birth or adoption of a child.
- 6.12 A teacher may return prior to the end of the unpaid leave of absence provided that the district has received forty-five (45) days written notification of a desire to return and such return is scheduled at the beginning of a semester.
- 6.13 A teacher will not be given salary schedule credit for the period of time that he/she is on leave.
- 6.14 It is understood that unpaid Child Rearing Leave is not counted as part of the probationary period and, therefore, extends the probationary period accordingly.

F. Unpaid Leaves of Absence

- 6.15 The District may grant unpaid Leaves of Absence for up to one full year in duration to members of the professional staff upon appropriate written request to the Chief School Officer at least thirty (30) days prior to the requested leave date.
 - 1. If the leave is taken in excess of one semester, the teacher shall be required to submit a written notice of intent to return from the leave at least sixty (60) days prior to the termination of the date of the leave.
 - 2. Upon returning from the leave, the teacher can expect to return to the former position or to a substantially similar position unless that position has been abolished in which case the teacher will be entitled to return to a vacant position within his/her tenure area for which the teacher's length of service in the District entitles the teacher.
 - 3. If a leave in excess of one (1) semester is scheduled to terminate between semesters, that leave will be extended to the beginning of the following semester.

G. Unpaid Leaves of Absence – Short Term

- 6.16
 - 1. A maximum of twenty (20) days per year, non accumulative from year to year, may be used by members of the unit for unpaid leaves of absence during any given school year. All days must be approved by the Superintendent of School in writing before they may be used.
 - 2. No more than a maximum of four (4) bargaining unit members may be on a short term unpaid leave of absence at any given time.

3. No unpaid leave of absence may exceed the number of accrued personal days for any given school year by any bargaining unit. Accrued personal days not available to a unit member due to use of unpaid leave, will be accrued as personal days or converted to sick days the following year as per Section 6.1 and 6.3 of the agreement.
4. No individual may be granted more than one short term unpaid leave of absence per school year.
5. No individual may be granted an unpaid leave of absence in any two consecutive school years.
6. When more than the maximum number of individuals wish to take an unpaid leave at the same time, preference will be given to a first time request on a first come, first serve basis.
7. A minimum request of twenty school days in advance must be given to the Superintendent, in writing, stating the reason why it is necessary to be absent. However, employees are encouraged to submit their request as soon as possible. The District will, within ten school days, respond to the employee's request. Requests should not be made prior to September 1, of each school year.

ARTICLE VII INSURANCE COVERAGE

- 7.1 The Cherry Valley-Springfield Central School Board agrees to provide a health insurance program for all members of the negotiating unit; such coverage to include Blue Cross, Blue Shield or equal and major medical.
- 7.2 Effective June 30, 2007, all active employees participating in the District's health insurance plan will receive coverage in accordance with CASEBP Plan M, as of January 2, 2007, or equivalent, and will be responsible for deductibles and co-pays of this plan. The prescription co-pays and deductibles for CASEBP Plan M are outlined below:

Individual Health Plan Deductible	\$150
Family Health Plan Deductible	\$450
Prescription Co-pays	
\$0	Dollars for mail-in Prescription
\$10	Generic Prescriptions
\$15	Name Brand Prescriptions

Effective January 1, 2005, all active teachers will have 95% of their health insurance premium paid by the District. All active teachers will contribute 5% towards their health insurance premium. Both of these percentages are uncapped. All active licensed Teaching Assistants will contribute 45% of the 5% contribution required of

Additional, all individuals retiring with an effective date of July 1, 2007 and beyond will be provided with health insurance coverage in accordance with CASEBP Plan M,

as of January 2, 2007, or equivalent, and will be responsible for deductibles and co-pays of the plan.

Further, effective June 30, 2007, all active employees and retirees are required to use mail order for maintenance drugs unless specifically exempted by their physician.

Current retirees and unit members retiring before July 1, 2007, will be covered in accordance with CASEBP Plan M. They will be responsible for deductibles and co-pays of the plan, but the District will reimburse these retirees for the difference in deductibles and co-pays between CASEBP, Plan D and CASEBP, Plan M, when they present a copy of the health plan Explanation of Benefits form to the Business Office. To be reimbursed for the difference in prescription co-pays between CASEBP, Plan D, and CASEBP, Plan M, retirees must fill out a claim form and include a pharmacy receipt stating the co-pay and return it to the Business Office.

Effective July 1, 2005, all active teachers will have 94% of their health insurance premium paid by the District. All active teachers will contribute 6% towards their health insurance premium. Both of these percentages are uncapped. All active licensed Teaching Assistants will contribute 45% of the 6% contribution required of all active teachers. The Registered Nurse will contribute 90% of the 6% contribution required of all active teachers.

Effective July 1, 2008, all active teachers will have 93% of their health insurance premium paid by the District. All active teachers will contribute 7% towards their health insurance premium. Both of these percentages are uncapped. All active licensed Teaching Assistants will contribute 45% of the 7% contribution required of all active teachers. The Registered Nurse will contribute 90% of the 7% contribution required of all active teachers.

- 7.3 The District will pay 100% of health insurance for individuals retiring on or before June 30, 2009. The District will provide such individuals with a personal letter, signed by the President of the Board of Education, guaranteeing non-contributory health insurance throughout retirement. The coverage is to continue beyond retirement as with the present plan. Requirements of the Civil Service Laws must be met to be eligible for benefits under the retirement plan.

All bargaining unit members retiring on or after July 1, 2009 will pay 60% of their percentage contribution rate toward health insurance premium that they were paying at the time of their retirement. (i.e. if an employee was contributing 7% at the time he/she retired, that employee in retirement would pay 60% of the 7% or 4.2% of the cost of the premium throughout his/her retirement.)

- 7.4 The District reserves the right to transfer or change health insurance carriers to the extent that: (1) such change is done in consultation with the Association prior to implementation, however, the final decision shall rest with the Board of Education, (2) that the Association shall be allowed a period of thirty (30) days to review any proposed changes or transfer in carriers prior to implementation, (3) such change in insurance carriers shall provide for equal, if not better, health insurance benefits on an item by item basis, including procedures, or a comparable plan mutually agreed upon, (4) any additional dollar costs as a result of such a change in health insurance carriers shall be absorbed by the District unless otherwise agreed to by the Association, and

(5) any new health insurance plan shall cover all negotiating unit members, teacher retirees, and their dependents.

7.5 A committee will be established with District Representatives appointed by the Superintendent and Association Representatives appointed by the Association President, for the purpose of investigating and reporting annually to the Board of Education and the Association on the areas of: health insurance trends, wellness programs, and cost saving measures. The recommendations of the committee shall be non-binding, unless otherwise mutually agreed to by the District and the Association.

7.6 The District agrees to provide alternative health insurance in the form of a single lump sum payment. The following guidelines apply:

1. Employees must declare by September 15, of any school year their desire not to join the health insurance program for that school year.
2. It is understood that once an employee opts not to join the health insurance program, that the employee will not automatically be re-enrolled in the health insurance program the following year and that re-enrollment can only occur in October or July of any school year, or at such time designated by the school's carrier. Applications must be submitted fifteen (15) days prior to the reentry month.
3. By no later than February 1, the District will pay a sum of \$1000 for family coverage and \$500 for individual coverage to employees opting not to participate in the group health insurance program. Effective July 1, 2000, these sums will become \$1500 for family and \$1000 for individual coverage.
4. In order to apply for family coverage, an employee must qualify for such coverage.
5. There will be only one family plan per family unit employed by the District.

7.7 The Association will encourage retirees to utilize two individual health insurance plans instead of a family health insurance plan.

Dental Insurance

7.8 The District shall pay \$17.04 per month towards the cost of the Dental Plan for each member and, effective July 1, 1988, one-third (1/3) of the cost of the family premium. A committee appointed by the President of the Association shall select the Dental Plan.

ARTICLE VIII TEACHER AGREEMENTS (DOES NOT INCLUDE TEACHER ASSISTANTS)

A. All teachers agree:

- 8.1 To prepare detailed lesson plans in advance on a weekly basis and brief long-term plans on a yearly basis. These plans, both weekly and long-term, will be reviewed with the supervisory personnel at regular intervals.
- 8.2 To have available in the school at all times all information needed and desirable for use by a substitute teacher to enable such substitute to effectively and efficiently instruct the class during the absence of the regular teacher. Such information shall include detailed lesson plans, both immediate and long-term, a copy of the daily class schedule including class procedures and daily routines, and an up-to-date seating chart. When available and notification is received far enough in advance, substitutes will be called for music, art and physical education, when the regular teacher cannot come in.
- 8.3 To report to school at least 18 minutes prior to the official start of classes and for the five (5) minute period immediately prior to the official opening of school each teacher shall be in, and remain in, his or her own room. All "household" chores, preparations for the day that require absence from the room, duplicating, etc., shall be completed before this last five (5) minute period. Also, to remain at the school and be available for conferences with pupils, parents, and/or supervisory personnel as well as attendance at all staff meetings for at least thirteen (13) minutes following the dismissal of classes.
- 8.4 To assist other teachers by taking part of their responsibilities in case of emergencies, inability to secure qualified substitutes, etc.
- 8.5 To share, on a voluntary basis, responsibility for the following: supervision of homerooms, study halls, corridors and assemblies; supervise and conduct class and/or school trips, dances, spectator buses and similar student programs (on such occasions, one chaperone will be a teacher of the grade level of the pupils involved).
- 8.6 To provide special help to individuals and/or small groups as the need arises.
- 8.7 To recognize the ethical obligation to complete the full year for which they have agreed to serve, except for leave of absence due to maternity, as provided by adopted school policy, and upon acceptance of an appointment to cease all active efforts to effect a change of employment.
- 8.8 All teachers shall recognize the period of employment for which compensation is received to commence September 1st of each year and to terminate on June 30th of the following year.
- 8.9 The Board strongly endorses in-service workshops and agrees to assist the Superintendent in obtaining such workshops in the Cherry Valley-Springfield area. Fees and traveling expenses away from the school district will be borne by the District unless salary schedule credit is given.
- 8.10 To sponsor extracurricular activities such as speech, dramatics, newspaper and other clubs as pupil interest dictates.

- 8.11 The Cherry Valley-Springfield Teachers Association agrees to urge all teachers to comply with the terms of any agreement concluded between the Board of Education of the Cherry Valley-Springfield Central School and the Cherry Valley-Springfield Teachers Association and with the general regulations of the Board of Education and the chief school administrator.
- 8.12 Regular K-6 classes exceeding 25 students will be provided assistance in the form of aide or volunteer aide time for not less than 90 minutes a day during instruction. This aide is to work in the presence of a teacher and is to serve as support personnel. Exception to this will be special classes. In making decisions on the usage and times of aides, the Superintendent will take under consideration input received from teachers. If scheduling readily permits, a teacher will have the choice of an extra planning period (30 minutes) in lieu of aide time. Such free time does not then become a standard.
- 8.13 The proposed school calendar shall be presented to the Association, which, after noting the common BOCES calendar, may make recommendations to the Superintendent for change. One additional day shall be added to the calendar as a staff development work day bringing the total number of school days to 181 for teachers who shall be compensated at 1/200th of annual salary. Such computation is included in the salary schedules contained in Appendix A.

A shared decision making committee shall be appointed with a majority of the members selected by the CVSTA, to determine the agenda for the additional staff development day. Such agenda will be developed prior to the end of each school year.

- 8.14 The Superintendent and/or his/her designee, will meet with a committee of teachers to discuss evaluation and observation procedures. The Superintendent retains the ongoing right to select whatever evaluation/observation procedures which he/she deems best.
- 8.15 The District shall have a ten (10) period schedule beginning September 2008. Secondary teachers load shall be six 39 minute instructional periods, two 39 minute preparation periods, one 39 minute supervisory period, and one 30 minute duty-free lunch plus 3 minutes passing time. For elementary teachers (k-6), an additional 39 minute preparation period shall be provided once within the six day schedule, in addition to the 39 minute per day planning period, 20 minutes per day recess, and a 30 minute duty-free lunch plus three minutes passing time. Language relevant to specific times during the day (Section 8.3) other than the start time (7:40 am) and the end time (3:01 pm) will be modified as necessary, in consultation between CVSTA and the District. Extra curricular meetings and office hours will be conducted during student lunches or before or after school. Any exceptions must be approved by the Principal.

As noted above, all teachers will have a duty free lunch period of 30 minutes plus time for student passing (but not less than 33 minutes total time). The lunch period shall be continuous and uninterrupted. The teachers may leave the school grounds during the 30 minutes period after notifying the principal.

- 8.16 A teacher may be assigned to teach two classes in one period under the following circumstances:

- a. total number of students assigned to that classroom will not exceed eight (8), and
 - b. the teacher who is affected will be given an additional preparation period. This does not prohibit a teacher from volunteering to waive the above restrictions.
- 8.17 Association business may be conducted on lunch or other unassigned time by officers and committee chairperson of the Association.
- 8.18 Teachers who desire to transfer to another teaching assignment shall file a written statement with the Superintendent not later than March 1st of the preceding school year. At the earliest possible time, preferably by June 1, the teachers shall be notified in writing of their assignments and the classrooms they will have for the following year, including any special or unusual class assignments they will have. In the event of a change in circumstances or conditions such as resignations, death, promotion, leaves of absence, or conditions beyond the expectations of the Superintendent, such assignments may be changed in accordance with the District's judgment as to how the staff could be most usefully employed to meet the interests of the instructional program. In the event of such change the teacher(s) affected shall be notified in writing immediately.
- 8.19 In the event of a merger of the District with another District, the Superintendent will report the stages of the major plant changes and personnel changes to the Association at regular intervals, noting particularly any change in personnel or work sites.
- 8.20 The Association will cooperate in changing the schedule format of the Cherry Valley-Springfield Central School as long as it does not substantially change the amount of daily teaching time or daily time required by the contract to be in school. Any new schedule will attempt to begin and end the school day at an earlier time.
- 8.21 Experienced teachers newly employed in Cherry Valley-Springfield may be given salary schedule credit for years previously taught. The credit given on the salary schedule may not exceed the number of years taught.
- 8.22 All teachers who are carrying a full load will be relieved of the responsibility of morning bus duty. In addition, elementary teachers will be relieved of cafeteria duty, hall duty and playground duty. This does not mean that when in the course of normal duty, they observe behavior problems anywhere on school property, that they are relieved of the responsibility to correct it. In addition, teachers will not be required to keep the attendance registers after June of 1987, by which time they will have been computerized. In the case that a dual system has to be run for a period of time, teachers will cooperate.
- 8.23 Payment for teachers for a seventh assignment will be \$5,500. This is based on 181 days. Payment for summer programs and teaching a seventh assignment for less than 181 days will be prorated. No teacher will be required to teach a seventh period.
- 8.24 The Cherry Valley-Springfield Central School Board of Education and Teachers Association both view that attendance at relevant conferences can be beneficial to both teachers and their students. Teachers are encouraged to attend such conferences

provided that funding can be obtained. Any teacher planning to attend a conference must complete the Request for Approval of Attendance At A Conference form and receive approval from both his/her building principal and the Superintendent.

- 8.25 All possible considerations will be given to maintain a balance in enrollment among the sections in a class. If it becomes necessary for any section to be much larger than the others, the building principal will meet with the teachers involved to review the need for a larger section. The labor/management meeting process will also be used to discuss class size and issues that impact on class size.

- 8.26 Eleven month employees are expected to work twenty (20) days between the last day of school in June and the first official day of school in September. The work schedules for all such employees should be approved by the appropriate building principal and/or Superintendent of Schools.

**ARTICLE IX
EXTRACURRICULAR SCHEDULE**

The administration will work with the President of the Cherry Valley-Springfield Teachers Association, or his designee(s), to develop and maintain, in an equitable manner, the criteria for the assignment of extracurricular activities.

	2007-08	2008-09	2009-10	2010-11
SOCCOR:				
Varsity	\$2,590	\$2,640	\$2,640	\$2640
JV	\$2,230	\$2,275	\$2,275	\$2275
Modified	\$1,500	\$1,530	\$1,530	\$1530
BASKETBALL:				
Varsity	\$2,870	\$2,925	\$2,925	\$2925
JV	\$2,510	\$2,560	\$2,560	\$2560
Modified	\$2,080	\$2,120	\$2,120	\$2120
BASEBALL, SOFTBALL & TRACK AND FIELD:				
Varsity	\$2,590	\$2,640	\$2,640	\$2640
JV	\$2,230	\$2,275	\$2,275	\$2275
Modified	\$1,500	\$1,530	\$1,530	\$1530
VARSITY GOLF	\$1,805	\$1,840	\$1,840	\$1840
CHEERLEADING - HIGH SCHOOL	\$1,880	\$1,920	\$1,920	\$1920
CHEERLEADING – MODIFIED	\$450	\$460	\$460	\$460
ADVISORS:				
Senior Class	\$2,810	\$2,865	\$2,865	\$2865
Junior Class	\$2,660	\$2,715	\$2,715	\$2715
Sophomore Class	\$2,180	\$2,225	\$2,225	\$2225
Freshmen Class	\$1,560	\$1,590	\$1,590	\$1590
Eighth Grade Class	\$1,420	\$1,450	\$1,450	\$1450
Seventh Grade Class	\$1,320	\$1,345	\$1,345	\$1345

	2007-08	2008-09	2009-10	2010-11
ADVISORS:				
High School Student Council	\$2,000	\$2,040	\$2,040	\$2040
Middle School Student Council	\$700	\$715	\$715	\$715
Honor Society - Sr.	\$450	\$460	\$460	\$460
Honor Society - Jr.	\$375	\$385	\$385	\$385
French Club	\$2,700	\$2,755	\$2,755	\$2,755
Spanish Club	\$27,00	\$2,755	\$2,755	\$2,755
Yearbook	\$2,790	\$2,845	\$2,845	\$2,845
All County Music	\$400 each	\$410 each	\$410 each	\$410 each
Vocal Music - Spring Musical	\$980	\$1,000	1,000	1,000
Instrumental Music - Spring Musical	\$640	\$655	\$655	\$655
Jazz Band	\$1,060	\$1,080	\$1,080	\$1,080
Marching Band	\$190 trip	\$190 trip	\$190 trip	\$190 trip
Color Guard	\$540	\$550	\$550	\$550
OM Coach (non-competitive)	\$290	\$295	\$295	\$295
OM Coach (competitive)	\$495	\$505	\$505	\$505
Brain Game	\$375	\$385	\$385	\$385
CLUB ADVISORS:				
Drama -Sr.	\$2,590	\$2,640	\$2,640	\$2,640
Drama - Jr.	\$800	\$815	\$815	\$815
Safety Patrol	\$1,170	\$1,195	\$1,195	\$1,195
Ski Club	\$880	\$900	\$900	\$900
SADD	\$630	\$645	\$645	\$645
Nature Club	\$420	\$430	\$430	\$430
Iridescence	\$640	\$655	\$655	\$655
Varsity Club	\$580	\$590	\$590	\$590
Technology Club	\$460	\$470	\$470	\$470
MISCELLANEOUS:				
Auditorium Stage Lighting	\$790	\$805	\$805	\$805
Computer Technology	\$1,785	\$1,820	\$1,820	\$1,820
Publicity	\$1,120	\$1,140	\$1,140	\$1,140
CHAPERONES:				
Dances	\$75	\$75	\$75	\$75
Basketball	\$50	\$50	\$50	\$50
Concerts	\$50	\$50	\$50	\$50
Drama	\$50	\$50	\$50	\$50
Ticket Seller	\$45	\$45	\$45	\$45

**ARTICLE X
PART-TIME TEACHERS**

The chart listed below indicates the amount each individual will receive when assigned to teach part-time.

Prior to Class	Class Time/ # of Periods	Free Time	Prep Time	Supervisory Duty	After Class	% of Wage
15 minutes	1 period		½ period		13 minutes	20%
15 minutes	2 periods		½ period		13 minutes	30%
15 minutes	3 periods		1 period		13 minutes	50%
15 minutes	4 periods	½ period	1 period	½ period	13 minutes	70%
15 minutes	5 periods	1 period	1 period	1 period	13 minutes	80%

Class assignments of more than five will have full-time responsibilities.

Staff members assigned less than five days per week will be prorated on the basis of a full week assignment (i.e. 2 days per week will be 2/5 or 40% or 2 half days per week would be 1/5 or 20%.

Fringe Benefits - All contractual fringe benefits (with the exception of any health and dental coverage) will be granted prorated at the same rate as salary.

Health and dental insurance will be available to employees assigned at least .5.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

- 11.1 The parties agree that all negotiable items agreed upon will be in effect for the duration of the contract. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) calendar days after receipt of said notice.
- 11.2 This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- 11.3 Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

- 11.4 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 shall not be deemed valid and subsisting except to the extent permitted by law, but all other Provisions or applications shall continue in full force and effect.
- 11.5 Copies of this agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.
- 11.6 In the event that the institution of tenure is abolished by the legislature, the Board and the Association will negotiate a dismissal procedure for teachers who have completed a five-year probationary period.
- 11.7 All teachers will receive a copy of the negotiated contract and its subsequent amendments at the time of hiring. Teachers will be notified at the beginning of each school year of the number of personal and sick leave days they have accumulated.
- 11.8 Mileage shall be reimbursed at a rate of 1.5 cents below the IRS's allowance for the calendar year.
- 11.9 Personal injury or assault: Whenever a regularly employed teacher is absent from his employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, the Board will make up the difference between Worker's Compensation insurance and his/her full salary during his/her absence from employment. Any reimbursement due to the district for wages paid during this time will be deducted from any settlement on behalf of the employee. No part of such absence will be charged against the teacher's sick leave. The school or its representative and the affected employee will work collectively to address any long term absence.
- 11.10 Credit Unions: Payroll deductions to be transmitted to the CHEN-DEL-O Credit Union will be forwarded to the credit union on a biweekly basis corresponding with the teachers' payroll period. Teachers wishing to make changes may do so providing a two-week notification is given.
- 11.11 The District shall be responsible for the posting of unit position vacancies.
 - A. Once positions become available during the regular school year, with the exception of vacation periods, these positions will be posted in staff dining areas, faculty workrooms, the main office and the business office. A copy of postings will also be put in the mailbox of the President of the Cherry Valley-Springfield Teachers' Association. The posting will occur as soon as the vacancy has been confirmed by Board action, in any event, no later than (10) days subsequent to Board action.
 - B. Postings for Teacher or Teaching Assistant positions that occur during the period from the last week in June through the last week in August will be posted in the main office and district office. A copy of the posting will also be mailed to the President of the Cherry Valley-Springfield Teachers' Association. These postings will be processed as soon as the vacancy is confirmed. Any member who chooses may provide a self addressed stamped envelope, with a request that specific postings will be mailed to him/her.

- 11.12 Teacher Assistants shall be notified of their assignments by August 10th.
- 11.13 It is agreed that the day after Labor Day is the established start of the school year. It is further agreed that any further departure from the established practice of beginning the school year on the Tuesday after Labor Day must be negotiated between the District and the Association.
- 11.14 Effective the 2000-01 school year, the last week of school for elementary teachers and teaching assistants will be as follows:
- 4 days prior to the last day – 12:00 Noon Dismissal (second half of day may be used for conference).
 - 3 days prior to the last day – 12:00 Noon Dismissal
 - 2 days prior to the last day – 12:00 Noon Dismissal
 - 1 day prior to the last day – 10:00 a.m. Dismissal following moving up ceremonies.
 - Regents Rating Day (Last Day) – No students. Dismissal for teachers and teaching assistants at 10:00 a.m. if all duties are completed.
- 11.15 Effective July 1, 2008, an additional staff development day has been added to the school calendar bringing the total number of school days to 181 for teachers and teacher assistants. (See 8.13 for details)

ARTICLE XII MEMORANDUMS OF AGREEMENT

12.1 Payroll Deductions

Payment of payroll deductions for 403B's, Union Dues and the Scholarship Fund

The above-named payments will be made monthly within one (1) week following the last payroll period of each month. If a vacation week follows such a payroll period, the payments may be extended by one (1) additional week.

The checks for union dues and the Scholarship Fund will be placed in the mailbox of the Association president.

12.2 Retirement Incentive

This Memorandum of Agreement is entered into on May 30, 1995, between the Cherry Valley-Springfield Teachers' Association and the Cherry Valley-Springfield Central School District.

WHEREAS, the undersigned mutually agree that the current Article IX in the Collective Bargaining Agreement between the parties dated July 1, 1994 to June 30, 1996 may contain provisions contrary to law, and

WHEREAS, the undersigned discussed the possible ramifications of such provisions in Article IX and mutually negotiated successor language to said Article IX, as well as additional provisions to the Collective Bargaining Agreement.

NOW, THEREFORE, the parties agree as follows:

- A. The provisions currently contained in Article IX shall be null and void.
- B. The provisions in Article IX shall be replaced with the following language:

RETIREMENT INCENTIVE:

- 1. Any member of the bargaining unit who meets the requirements specified in Paragraph 2 below shall be eligible to receive the following benefit as a retirement incentive:

A payment equivalent to fifty percent (50%) of the Teacher's salary paid in his/her final year of teaching at Cherry Valley-Springfield, up to a maximum of Thirty Thousand Dollars (\$30,000.00).

- 2. In order to be eligible for this benefit, the bargaining unit member must:
 - a. Have taught in and been employed as a full-time teacher by the Cherry Valley-Springfield District, or either of the merged districts, for at least ten (10) years, and
 - b. Submit an irrevocable and binding letter of resignation with an effective date of June 30. Such letter must be received by the District by February 15 of the teacher's last school year of employment. This date may be waived for qualified individuals in such instances where the State offers a retirement incentive for which the District has elected to participate. For 2007, the last date for filing will be May 15 of the teachers' last school year, and
 - c. Complete his/her last year of employment, and
 - d. Retire at the end of the school year during which he/she is first eligible for full, unreduced retirement benefits from TRS according to his/her Tier.
- 3. The lump sum payment shall be made by July 15 following the retirement date. Subject to TRS rules and regulations, a teacher can opt to take the lump sum payment between January 1 and January 15 next following the retirement date.
- 4. The District shall provide a payment to a member only upon retirement for all unused sick days at the rate of \$10 per day.
- 5. Except as set forth in Paragraph 4 above, if a bargaining unit member does not meet the above criteria and does not retire at the end of the school year during which he/she is first eligible for (i) full, unreduced retirement benefits from TRS, or (ii) partial retirement benefits from

TRS, the retirement incentive will not thereafter be available to that individual.

12.3 Distance Learning

The Cherry Valley-Springfield Central Board of Education and the Cherry Valley-Springfield Teachers Association agree to the following:

- A. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the District to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the District.
- B. No current teacher in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the district sending/receiving courses in that tenure area through a Distance Learning Program.
- C. The parties agree that training for participants will be provided. The costs(s) of appropriate training shall be established and borne by the District. Compensation, if any, for such training for the participants shall be subject to the applicable provisions of the Cherry Valley-Springfield Teachers Association collective bargaining agreement.

TRANSMITTING (From Host School)

- D. Any program delivered from this school district, for the purpose of educating children, shall be taught by a bargaining unit or BOCES employee. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of live transmissions will be solely for the purposes of student review and/or makeup.
- E. The time of the transmission will be determined by the District, within the normal confines (starting and ending time) of the daily schedule of classes.
- F. The classroom teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training will be provided.
- G. The number of students in a class is very important. We agree that we will all work to maintain manageable class sizes. Whenever possible, there will be no more than 18 students enrolled in a course provided over the Otsego-Northern Catskill Distance Learning System
- H. All grading of school work and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be

the responsibility of the host school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the host district.

- I. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that he/she is available to host school students and parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as host school parents, and the host teachers will not be expected to, or required to, attend the receiving school's Open House). The teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.
- J. In the event of the transmitting teacher's absence, the host district shall be expected to provide a trained substitute when it elects to transmit.
- K. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.
- L. Any audio-visual tapes of the classes are the property of the host district and the district may only make such tapes available for the teacher's personal, professional, non-commercial use.
- M. The calendar of the host district shall be used for each course being taught.
- N. Textbooks for Distance Learning courses are determined by the host district in conformity with their normal practice.
- O. The parties recognize the preparation time commitment required for Distance Learning and agree that any teacher who volunteers or is assigned to teach a Distance Learning class shall not have an administrative assignment during the length of the course.
- P. Negotiations of local options shall not prevent the Distance Learning Program from going forward even if such negotiations are incomplete at the time of the program's inception.

RECEIVING

- Q. As related to Distance Learning, in the receiving district, there shall be no subcontracting for any course currently being taught (or previously taught if there is a former employee on the recall list) without consultation between the parties. The district will offer no more than three (3) classes per tenured are in any given year. The Cherry Valley-Springfield Teachers Association will be notified of any such course as soon as the information is available.

- R. The receiving district shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning to any received classes.
- S. A district employee may be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and be available to liaison with the sending teacher.
- T. However, if the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility. If the unit member assigned is a teaching assistant and is required to attend meetings in the sending school, the district shall be responsible for mileage and meals when appropriate. If the person assigned is requested to attend meetings outside of normal work time, the meetings must be at mutually agreeable times. The district shall compensate such employee.
- U. If the district assigns a teacher to a receiving class, such assignment shall count in the teacher's normal load in accordance with the provisions of the collective bargaining agreement.

12.4 School Nurse

The District and the Association agree that the School Nurse, Amy Garretson, will continue to be covered under the agreement between the Cherry Valley-Springfield Teachers Association and the Superintendent of Schools of the Cherry Valley-Springfield Central School District. Her salary will continue to be 90% of Column C; she will not be able to receive credit for inservice hours or graduate study, and she will not be able to move to any other column.

12.5 Tax Sheltered Annuities

Monies shall be transmitted within one week of payroll deductions, notwithstanding mitigating circumstances such as power outages, computer malfunction, or telephone breakdowns.

Monies will be put in a TSA will only be done after any changes have been verified by the employee with the business office.

The number of TSA's shall be decreased by slowly abolishing companies when they reach the numerical designation of zero participants from the bargaining unit until there are twelve TSA companies.

ARTICLE XIII
DURATION OF AGREEMENT

This agreement shall be three years in duration, from July 1, 2007 to June 30, 2011 or until a successor agreement is achieved.

The summaries and deletions are correct and acceptable to the Cherry Valley-Springfield Teachers Association and to the Cherry Valley Central-Springfield School Board of Education.

ASSOCIATION

SCHOOL DISTRICT

By _____ By _____

By _____ By _____

By _____ By _____

Dated this ____ day of _____, 2008.

APPENDIX A

SALARY

- For the 2007-08 school year, salaries will be adjusted to reflect a 4.5% increase effective July 1, 2007 inclusive of increments.
- For the 2008-09 school year, salaries will be adjusted to reflect a 4.25% increase effective July 1, 2008 inclusive increments.
- For the 2009-10 school year, salaries will be adjusted to reflect a 4.25% increase effective July 1, 2009 inclusive increments.
- For the 2010-11 school year, salaries will be adjusted to reflect a 4.25% increase effective July 1, 2010 inclusive increments.

The distribution of salary increases is by mutual agreement and is reflected in the attached salary schedules.

Anyone on the H column with a Masters would receive an additional \$1,000.

Graduate hours accumulated between the columns and beyond the H column would be paid at a rate of \$50 an hour in blocks of three hours. Credit for these hours can be given if submitted before September 1 at the beginning of the teaching year or by January 20 at midyear. Graduate credit must be earned from an accredited institution recognized by the New York State Education Department Bureau of Teacher Certification. It is the responsibility of the negotiating unit member to verify this item, if necessary.

The District may hire at steps above the first step of the salary schedules.

Teachers' Salary Schedules – 2007-2008

STEP	B-BA	C-BA+15	D-BA+30	E-MA	F-BA+45	G-MA+15	MA+30 H-BA+60
1.	\$27,450	\$28,479	\$29,547	\$30,655	\$31,805	\$32,998	\$34,235
2.	\$28,685	\$29,761	\$30,877	\$32,035	\$33,236	\$34,483	\$35,776
3.	\$29,921	\$31,043	\$32,207	\$33,414	\$34,667	\$35,967	\$37,316
4.	\$31,156	\$32,324	\$33,536	\$34,794	\$36,099	\$37,452	\$38,857
5.	\$32,391	\$33,606	\$34,866	\$36,173	\$37,530	\$38,937	\$40,397
6.	\$33,626	\$34,887	\$36,196	\$37,553	\$38,961	\$40,422	\$41,938
7.	\$34,862	\$36,169	\$37,525	\$38,932	\$40,392	\$41,907	\$43,479
8.	\$36,097	\$37,450	\$38,855	\$40,312	\$41,824	\$43,392	\$45,019
9.	\$37,332	\$38,732	\$40,184	\$41,691	\$43,255	\$44,877	\$46,560
10.	\$38,567	\$40,014	\$41,514	\$43,071	\$44,686	\$46,362	\$48,100
11.	\$39,803	\$41,295	\$42,844	\$44,450	\$46,117	\$47,847	\$49,641
12.	\$41,038	\$42,577	\$44,173	\$45,830	\$47,548	\$49,331	\$51,181
13.	\$42,273	\$43,858	\$45,503	\$47,209	\$48,980	\$50,816	\$52,722
14.	\$43,508	\$45,140	\$46,833	\$48,589	\$50,411	\$52,301	\$54,263
15.	\$44,744	\$46,421	\$48,162	\$49,968	\$51,842	\$53,786	\$55,803
16.	\$45,979	\$47,703	\$49,492	\$51,348	\$53,273	\$55,271	\$57,344
17.	\$47,214	\$48,985	\$50,821	\$52,727	\$54,705	\$56,756	\$58,884
18.	\$48,449	\$50,266	\$52,151	\$54,107	\$56,136	\$58,241	\$60,425
19.	\$49,685	\$51,548	\$53,481	\$55,486	\$57,567	\$59,726	\$61,965
20.	\$50,920	\$52,829	\$54,810	\$56,866	\$58,998	\$61,211	\$63,506

Teachers' Salary Schedules – 2008-2009

STEP	B-BA	C-BA+15	D-BA+30	E-MA	F-BA+45	G-MA+15	MA+30 H-BA+60
1.	\$27,990	\$29,040	\$30,129	\$31,258	\$32,431	\$33,647	\$34,909
2.	\$29,250	\$30,346	\$31,484	\$32,665	\$33,890	\$35,161	\$36,479
3.	\$30,509	\$31,653	\$32,840	\$34,072	\$35,349	\$36,675	\$38,050
4.	\$31,769	\$32,960	\$34,196	\$35,478	\$36,809	\$38,189	\$39,621
5.	\$33,028	\$34,267	\$35,552	\$36,885	\$38,268	\$39,703	\$41,192
6.	\$34,288	\$35,574	\$36,908	\$38,292	\$39,728	\$41,217	\$42,763
7.	\$35,547	\$36,880	\$38,263	\$39,698	\$41,187	\$42,731	\$44,334
8.	\$36,807	\$38,187	\$39,619	\$41,105	\$42,646	\$44,246	\$45,905
9.	\$38,066	\$39,494	\$40,975	\$42,511	\$44,106	\$45,760	\$47,476
10.	\$39,326	\$40,801	\$42,331	\$43,918	\$45,565	\$47,274	\$49,046
11.	\$40,586	\$42,107	\$43,686	\$45,325	\$47,024	\$48,788	\$50,617
12.	\$41,845	\$43,414	\$45,042	\$46,731	\$48,484	\$50,302	\$52,188
13.	\$43,105	\$44,721	\$46,398	\$48,138	\$49,943	\$51,816	\$53,759
14.	\$44,364	\$46,028	\$47,754	\$49,545	\$51,403	\$53,330	\$55,330
15.	\$45,624	\$47,335	\$49,110	\$50,951	\$52,862	\$54,844	\$56,901
16.	\$46,883	\$48,641	\$50,465	\$52,358	\$54,321	\$56,358	\$58,472
17.	\$48,143	\$49,948	\$51,821	\$53,765	\$55,781	\$57,872	\$60,043
18.	\$49,402	\$51,255	\$53,177	\$55,171	\$57,240	\$59,387	\$61,614
19.	\$50,662	\$52,562	\$54,533	\$56,578	\$58,699	\$60,901	\$63,184
20.	\$51,921	\$53,869	\$55,889	\$57,984	\$60,159	\$62,415	\$64,755

Teachers' Salary Schedules – 2009-2010

STEP	B-BA	C-BA+15	D-BA+30	E-MA	F-BA+45	G-MA+15	MA+30 H-BA+60
1.	\$28,390	\$29,455	\$30,559	\$31,705	\$32,894	\$34,128	\$35,407
2.	\$29,668	\$30,780	\$31,934	\$33,132	\$34,374	\$35,663	\$37,004
3.	\$30,945	\$32,106	\$33,309	\$34,559	\$35,855	\$37,199	\$38,594
4.	\$32,223	\$33,431	\$34,685	\$35,985	\$37,335	\$38,735	\$40,187
5.	\$33,500	\$34,756	\$36,060	\$37,412	\$38,815	\$40,271	\$41,781
6.	\$34,778	\$36,082	\$37,435	\$38,839	\$40,295	\$41,806	\$43,374
7.	\$36,055	\$37,407	\$38,810	\$39,698	\$41,775	\$43,342	\$44,967
8.	\$37,333	\$38,733	\$40,185	\$40,266	\$43,256	\$44,878	\$46,561
9.	\$38,610	\$40,058	\$41,560	\$41,692	\$44,736	\$46,414	\$48,154
10.	\$39,888	\$41,384	\$42,936	\$43,119	\$46,216	\$47,949	\$49,747
11.	\$41,166	\$42,709	\$44,311	\$44,546	\$47,696	\$49,485	\$51,341
12.	\$42,443	\$44,035	\$45,686	\$45,972	\$49,177	\$51,021	\$52,934
13.	\$43,721	\$45,360	\$47,061	\$47,399	\$50,657	\$52,557	\$54,527
14.	\$44,998	\$46,686	\$48,436	\$48,826	\$52,137	\$54,092	\$56,121
15.	\$46,276	\$48,011	\$49,811	\$50,253	\$53,617	\$55,628	\$57,714
16.	\$47,553	\$49,336	\$51,187	\$51,679	\$55,098	\$57,164	\$59,307
17.	\$48,831	\$50,662	\$52,562	\$53,106	\$56,578	\$58,699	\$60,901
18.	\$50,108	\$53,937	\$53,937	\$54,533	\$58,058	\$60,235	\$62,494
19.	\$51,386	\$53,313	\$55,312	\$55,960	\$59,538	\$61,771	\$64,087
20.	\$52,663	\$54,638	\$56,687	\$57,386	\$61,019	\$63,307	\$65,681

Teachers' salary Schedules – 2010-2011

STEP	B-BA	C-BA+15	D-BA+30	E-MA	F-BA+45	G-MA+15	MA+30 H-BA+60
1	\$28,790	\$29,780	\$30,990	\$32,152	\$33,358	\$34,608	\$35,906
2	\$30,086	\$31,214	\$32,384	\$33,599	\$34,859	\$36,166	\$37,522
3	\$31,381	\$32,558	\$33,779	\$35,046	\$36,360	\$37,723	\$39,138
4	\$32,677	\$33,902	\$35,173	\$36,492	\$37,861	\$39,281	\$40,754
5	\$33,972	\$35,246	\$36,568	\$37,939	\$39,362	\$40,838	\$42,369
6	\$35,268	\$36,590	\$37,962	\$39,386	\$40,863	\$42,395	\$43,985
7	\$36,563	\$37,934	\$39,357	\$40,833	\$42,364	\$43,953	\$45,601
8	\$37,859	\$39,279	\$40,752	\$42,280	\$43,865	\$45,510	\$47,217
9	\$39,154	\$40,623	\$42,146	\$43,727	\$45,366	\$47,067	\$48,833
10	\$40,450	\$41,967	\$43,541	\$45,173	\$46,867	\$48,625	\$50,448
11	\$41,746	\$43,311	\$44,935	\$46,620	\$48,368	\$50,182	\$52,064
12	\$43,041	\$44,655	\$46,330	\$48,067	\$49,870	\$51,740	\$53,680
13	\$44,337	\$45,999	\$47,724	\$49,514	\$51,371	\$53,297	\$55,296
14	\$45,632	\$47,343	\$49,119	\$50,961	\$52,872	\$54,854	\$56,911
15	\$46,928	\$48,687	\$50,513	\$52,408	\$54,373	\$56,412	\$58,527
16	\$48,223	\$50,032	\$51,908	\$53,854	\$55,874	\$57,969	\$60,143
17	\$48,831	\$51,376	\$53,302	\$55,301	\$57,375 8	\$59,527	\$61,759
18	\$49,519	\$52,720	\$54,697	\$56,748	\$58,876	\$61,084	\$63,375
19	\$50,814	\$54,064	\$56,091	\$58,195	\$60,377	\$62,641	\$64,990
20	\$52,110	\$55,408	\$57,486	\$59,642	\$61,878	\$64,199	\$66,606

1. Those members beyond Step 20 will receive an off schedule increase (non-triborough) of: \$1,950 in 2007-08, \$1,900 in 2008-09, \$1,900 in 2009-10, \$1,900 in 2010-11.
2. Teacher Assistants shall be paid at a rate of 50% of step on Column C.
3. Teacher Assistants shall not be able to receive credit for in-service hours or graduate study and will not be able to move to any other Column.
4. All off schedule increases (non-triborough) apply to Teacher Assistants at 50% of the value of the payment to teachers.
5. Teachers achieving National Board Certification shall be compensated at the rate of \$500 per year for each year of this certification period up to ten (10) years.
6. Any unit member on Steps B-1 through B-5, C-1 through C-5 and/or D-1 through D-5 shall receive an additional \$1,000 (which will be added to their base salary).
7. The Teaching Assistant stipend while assigned to cover the duties of a teacher for the day shall be \$20 each day they take on such assignment.

Longevity: Beginning July 1, 2008 any employee who has attained or upon attaining off schedule placement will receive a one-time longevity payment of \$500 added to base salary. Additionally any employee who has attained or upon attaining off schedule placement equivalent to off schedule step 30 will receive an additional one time longevity payment of \$500 added to base salary.

Off step is determined as the first step beyond the salary schedule steps or the hypothetical level of step 21. Step 30 is a hypothetical step, for purposes of longevity, determined as nine (9) credited years beyond step 21.

Eligible Teachers Assistants will receive the pro-rated amount of \$250 for step 21 equivalency and an additional \$250 at step 30 equivalency. Eligible nurses will receive the pro-rated amount of \$450 at step 21 equivalency and an additional \$450 at step 30 equivalency.

Matching Contributions: The District and Association agree to an elective 403 (b) retirement savings program. This program, which is voluntary for unit members, provides for the District to match on a dollar for dollar basis an amount equal to that contributed into a 403 (b) account by a participating employee not to exceed seven dollars and 50 cents (\$7.50) per each twenty pay periods in 2007-08. Effective July 1, 2008 the District's contribution on a dollar-for-dollar basis will not exceed twelve dollars and 50 cents (\$12.50) per pay period for each twenty pay periods as well as not to exceed a total of \$250 per year. The District will provide forms for employees to enroll.

Any agreement regarding 403 (b) provisions between the District and Association shall only be effective upon at least 3 qualified Service Providers agreeing to manage the 403(b) accounts contemplated by the agreement. No Service Provider shall be considered qualified

unless the Service Provider enters into an agreement with the District to provide such services on forms approved by the Association of School Business Officials (ASBO), as jointly modified by the District and the Association.

The District reserves the right to cancel this agreement related to 403(b) matching contribution provisions identified above at any time that the agreement is in violation of federal or state law or regulation. Such cancellation shall not affect the validity of the remainder of the agreement.

403(b) Plans
Salary Reduction Agreement
403(b)(1) and 403(b)(7) Programs
IMPORTANT NOTICE:

Before you sign: Read the important information on the reverse side of this form. Attach supporting calculations with this Salary Reduction Agreement if

1. You are utilizing the fifteen-year-of-service increased elective deferred limit (IRC 402(g)(7)).
2. You are making additional contributions under the age 50+ catch-up (IRC 414(v)).
3. Salary reduction contributions are being directed by you to another type of elective deferral plan (such as a 401(k) plan, a SARSEP, a SIMPLE plan, or the 403(b) plan of another Employer).
4. The Employer is making non-salary reduction contributions on your behalf to the 403(b) plan.

You must also submit an annual calculation in support of your on-going contributions to the 403(b) plan no later than November 1 in any year in which any of the situations listed in items 1-3 exist.

Part 1. Employee Information

Employee Name _____

Employee Social Security # _____

Employee Address _____

Part 2. Contribution Information (select all that apply)

Initiate new Salary Reduction Agreement
Please reduce salary at the amount of \$, or % per pay.

Change of previous reduction amount. Please change the amount of salary reduction to my TSA from

\$ _____ or %

TO

\$ _____ or %

Change of Service Provider. Please change my Service Provider(s) to those indicated in

Part 3. Note: Must list all service providers and specify all amounts not to exceed the total in Part 2.)

Discontinue salary reduction. Please discontinue my TSA salary reduction with the following Service Provider:

Calculations are attached to support the following:

Use of the fifteen-year-of-service catch-up option

Age 50+ catch-up contribution

For other elective deferral contributions made with

This employer

Another Employer

For the combination of Employer contributions and salary reduction contributions to the 403(b) plan.

Part 3. Service Provider

My salary reduction contributions are to be directed to the following Service Providers in the amounts as listed:

\$ or % of Compensation per pay (not to exceed total in Part 2)	Pre-Tax or	Service
	Provider	After-Tax
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Part 4. Agreement

The above-name Employee agrees to modify his/her salary as indicated above. Employer agrees to remit this amount on Employee's behalf into the annuity contracts or custodial accounts selected by Employee from the approved Service Providers of Employer. It is intended that the requirements of all applicable state or federal income tax rules and regulations (Applicable Law) will be met. The Employer understands and agrees to the following:

- This Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this Agreement is in effect; and
- This Salary Reduction Agreement may be terminated at any time for amounts not yet paid or available, and a termination request is permanent and remains in effect until a new Salary Reduction Agreement is submitted; and

3. This Salary Reduction Agreement may be changed with respect to amount not yet paid or available in accordance with Employer's administrative procedures.

Employee is responsible for determining that the salary reduction amount does not exceed the limits as set forth in Applicable Law. Furthermore, Employee agrees to indemnify and hold Employer harmless against any and all actions, claims, and demands whatsoever that may arise from the purchase of annuities or custodial accounts for Employees in amounts in excess of contribution limitations in support of the eligible contribution limits were calculated by Service Provider based on accurate information provided by Employee.

Employee acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness, or tax consequences of the purchase of the annuity(ies) and/or custodial account(s) described herein. Employee agrees Employer shall have no liability whatsoever for any and all losses suffered by Employee with regard to his/her selection of the annuity or custodial accounts; its terms; the selection of the insurance company or regulated investment company stock; the financial condition, operation of, or benefits provided by said insurance company or regulated investment company; or his/her selection and purchase of shares of regulated investment companies. Nothing herein shall affect the terms of employment between Employer and Employee. This Agreement supersedes all prior Salary Reduction Agreements and shall automatically terminate if Employee's employment is terminated.

Important Information

1. Employer does not choose the annuity contract(s) or custodial account(s) in which Employees' contributions are invested.
2. Employees are responsible for setting up and signing the legal documents to establish their annuity contract(s) or custodial account(s). However, in certain annuity group contracts, the Employer is required to establish the contract.
3. In order to receive the expected tax results, Employees are responsible for naming a death beneficiary under the annuity contracts or custodial account. This is normally done at the time the contract or account is established. Beneficiary designations should be reviewed periodically.
4. Employees are responsible for all distributions and any other transactions with Service Provider *with the single exception of distributions that are required by the Internal Revenue Service as a condition of an IRS audit that results in a negotiated Closing Agreement, or the Employer's utilization of any IRS Correction Program.* All rights under contracts or accounts are enforceable solely by Employee, Employee beneficiary, or Employee's legally authorized representative. Employee beneficiary, or Employee's legally authorized representative. Employee must deal with Service Provider to make loans, transfer to different contracts or custodial accounts, begin distributions, or for any other transactions.
5. Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law and, as a result, are encouraged to have calculations performed by the chosen Service Provider(s).

Part 5. Employee signature

I certify that I have read the complete Agreement and that my salary reductions do not exceed contribution limits as determined under Applicable Law. I understand my responsibilities as an Employee who has voluntarily elected to participate in the Employer’s 403(b) program. I request that Employer take the action specified in this Agreement. I understand that all rights under the annuity or custodial account established by me under this program are enforceable solely by me, my beneficiary, or my legally authorized representative.

Employee Signature _____ **Date**

For Sales Agent/Representative Completion:

I agree to comply with all pertinent written directives regarding the solicitation of Employees, and further agree to provide contribution calculations for each Employee who elects to utilize catch-up contributions (under the fifteen-year-of-service increased limit, or the age 50+ catch-up contribution, or both), and for each employee that I am aware of who participates in another IRS 402(g) elective deferral plan, or for whom Employer contributions are made to this 403(b) program, provided the affected Employees requested I do so.

I further agree to indemnify the Employer, any individual member of the governing board, and the Employee for whom calculations are done by me against any claims based on an error in the calculations that I provided, except when the error is due to erroneous or incomplete information provided by the affected Employee or the Employer.

Print Agent Name

Phone

Address

Signature

Date

Part 7. Employer Signature

Employer hereby agrees to this Salary Reduction Agreement.

Employer Signature

Title

Date

**APPENDIX B
STAFF DEVELOPMENT**

IN-SERVICE CREDIT

Any approved professional study, course, workshop, or lecture which will contribute to the improvement of the professional personnel will be considered part of the in-service education program. Approval must be granted before the professional staff member participates in the programs listed above.

Such courses are intended for the improvement of the educational program in the District and, therefore, the best qualified instructors obtainable, both in the District and from outside agencies will be sought.

Undergraduate courses in any area may be approved by the superintendent for in-service credit. The Association and the administration will study the needs of the school in the area of in-service education and jointly initiate programs to meet those needs.

Professional staff members may apply towards their salary schedule any credit approved in-service program sponsored by the District, and offered outside of the teaching day, which may not offer college or university credit provided that the District has not paid any of the related expenses in taking such a course.

In-service programs that are conducted as part of the conference days are mandatory and participants will not receive in-service credit for attendance.

The Board will grant salary increments for each approved in-service credit at the same rate as college or university credit in blocks of three.

To receive salary schedule credit, the professional staff member must have successfully completed the course and have attended at least 80% of the total sessions and have demonstrated satisfactory growth through participation and contribution to the course, as well as satisfactory completion of all assignments.

Before any in-service credit is granted the professional staff member must successfully demonstrate how the course material acquired can be utilized in his/her classroom. (Such as, but not limited to, classroom observation, demonstration, or conference in the presence of an administrator).

Credit will be given for planned in-service courses at the following rate:

12.5 hours of class time	-	1 credit
25.0 hours of class time	-	2 credits
37.5 hours of class time	-	3 credits

No more than 37.5 hours of inservice credit will be granted for each school year.

INSERVICE INSTRUCTION or COORDINATION

When local staff member(s) are involved as instructors or coordinators, they will be compensated at a rate of \$30 an hour for instructional time unless training for the course was at the District's expense or the instruction was done on school time.

Upon completion of the in-service course, the instructor or coordinator shall submit to the Superintendent a list of those who have satisfied the minimum requirements for the course, and who are, thereby eligible for in-service credit on the salary schedule.

GRADUATE CREDIT

The graduate credit yearly maximum will be six (6) hours for anyone beyond permanent certification. This restriction does not apply to courses begun in the 1995-1996 school year.

APPENDIX C CURRICULUM DEVELOPMENT

Curriculum development workshops may be set by the administration for the purpose of continued improvement and updating of the instructional program. Dates and subject areas of the workshops will be determined after consultation with the teaching staff.

It shall not be mandatory for a teacher to accept a position in a workshop, however, teachers agree that participation, or lack of participation, shall be a factor in a teacher's assignment as it relates to the goals and purposes of the workshop and its results.

Teachers who participate in the workshop will be paid at a rate of \$125 a day when held on a non-school day.

APPENDIX D

AGREEMENT **Between the** **Cherry Valley-Springfield Central School District** **and the** **Cherry Valley-Springfield Teachers Association** **403(b) Non-elective Employer Contribution**

The undersigned parties hereby agree as follows:

1. **Notwithstanding Section 209-a of the Civil Service Law**, this Memorandum of Agreement shall be effective immediately upon its signing by the parties, and shall be an addendum to the current collective bargaining agreement and shall expire (Sunset) in all respects with no triborough rights with the expiration of the current collective bargaining agreement on June 30, 2011, **unless the parties specifically agree in writing to extend it.**

In the event the parties do not agree to extend this agreement beyond the June 30, 2011 sunset date, at 12:01 A.M. on July 1, 2011, the terms and provisions of Article XII Section 12.2 of the parties' collective bargaining agreement together with any other provisions which represent the

negotiated funding sources for the employer contribution, shall be fully restored to their former status including cash compensation.

Furthermore, in the event that the District is obligated under this Memorandum of Agreement to make any post-employment contributions to any eligible employee after the expiration date of the Memorandum of Agreement, that obligation shall survive such expiration date and shall remain a continuing obligation until such time as any such post-employment contributions are paid in full in accordance with the provisions of this Memorandum of Agreement.

Any such provision shall be governed by the language of the Collective Bargaining Agreement which is in effect on the relevant date on which eligibility for the applicable benefits(s) is determined. It is understood and agreed that should the parties alter the terms and provisions of the Collective Bargaining Agreement through subsequent negotiations, those shall be deemed controlling for each eligible employee.

2. Remittance

The employer agrees to make a non-elective employer contribution for the amount the employee is entitled to under Article XII Section 12.2 of the collective bargaining agreement in Form of Non-Elective Employer Contribution. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within 30 days of retirement.

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

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

¹ **Explanation for TRS Categories**: Under *Education Law* § 501 (11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation, prior to December 31st of the year of retirement. Thus, such member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer non-elective contribution, which is in excess of the maximum contribution limits of IRC §415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of termination pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those members.

A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the internal *Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution: and

B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971¹, and for all members in the New York State Employee's Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-Elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

5. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
6. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
7. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s), which conform, as closest as possible, to the original intent of the parties.
8. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. **Any 403(b) provider will agree to defend, indemnify and hold harmless the District for any potential liability arising from the provider's acts or omissions with respect to the 403 (b) program, except for that which is due to the fault of the District or its employees.**

9. **Both the Employer and the Employee** shall provide accurate information to the 403(b) Provider regarding the employee's Elective, the Employer Non-Elective Contributions, and the amount of the employee's compensation.
10. In agreeing to adopt (and/or modify) the Employer Non-Elective contribution described in this MOA, the District makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Association or other parties, and their employees and agents.
11. 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 additional funds therefore shall not become effective until the appropriate legislative body has given approval.
12. In the event that there exists a dispute related to the interpretation and/or application of this Memorandum of Agreement, said dispute will be subject to the grievance procedure outlined in the parties' collective bargaining agreement.

For the Cherry Valley-Springfield Teachers
Association

For the Cherry Valley-Springfield
Central School District

Date _____

Date _____

HOLD HARMLESS AGREEMENT

WHEREAS, (insert: Name of School District) (the "Employer") wishes to make available to its employees tax-deferred plans (the "Program") to reduce Federal Insurance Contribution Act ("FICA") and Medicare payroll taxes (together, "Payroll Taxes") in accordance with the provisions of Sections (insert: 401(a), 403(b), or 457(b)) of the United States Internal Revenue Code of 1986, as amended ("Code") , as the case may be; and

WHEREAS, the Employer wishes to make pre- and post-retirement employer non-elective contributions to the Program, and wishes to allow employee deferrals to the Program, as permitted by the Code for eligible employees, and

WHEREAS, (insert: Name of Investment Provider) (the "Company"), has obtained a Determination Letter from the Internal Revenue Service, approving (Name of company) Code Section (insert: plan) document as a tax-qualified plan, and wishes to provide such plan; and

WHEREAS, (name of company) wishes to provide 403(b) plans for employer contributions and employee deferrals; and

WHEREAS, (name of company) and the Employer have agreed upon the appropriate Program to maximize payroll tax savings and provide optimal tax deferral for the Employer's employees;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Employee deferral 403(b) plan. In the event the Program includes a 403(b) Plan for employee deferrals: The Company shall provide for purchase by the Employer an annuity contract that meets the definition of an "annuity contract" pursuant to the provisions of Code Section 403(b) and any pertinent federal laws relating to the purchase of such annuity contract(s). Such annuity contract shall be available for purchase by the Employer for any employee, whose eligibility has been determined by the Employer and who participates in a 403(b) deferral plan.
2. Employer contribution 403(b) plan. In the event the Program includes a 403(b) Plan for employer contributions: The Company shall provide for purchase by the Employer an annuity contract that meets the definition of an "annuity contract" pursuant to the provisions of Code Section 403(b) and any pertinent federal laws relating to the purchase of such annuity contract(s). Such annuity contract shall be available for purchase by the Employer in an appropriately adopted Employer 403(b) plan. Employer contributions may be received by the Employer 403(b) Plan for up to five years following an employee's termination of employment.
3. Employer 401(a) plan. In the event the Program includes a 401(a) Plan for employer contributions: The Company shall provide a plan document, approved as to form by the Internal Revenue Service under Code Section 401(a) and any other applicable Code provision, for adoption by the Employer. The Company shall provide for purchase by the Employer an annuity contract that meets the definition of an "annuity contract" pursuant to the relevant provisions of the Code Section and any other pertinent federal laws relating to the purchase of such annuity contract(s).
4. Investments. The Company shall provide annuity contracts for purchase offered by (Name of Investment Provider) Such annuity contracts shall be available for purchase by the Employer for any employee, whose eligibility has been determined by the Employer and who is eligible to receive Employer contributions in an appropriately adopted Employer 403(b) plan. Employer contributions may be receive by the Employer 403(b) Plan for up to five years following an employee's termination of employment.
5. Company warranty: Code Compliance. The Company warrants that it shall limit the amounts of employer and employee contributions as provided under the Code for all plans it administers under the Program, provided the Employer submits appropriate compensation information to the Company in a timely manner, and in the form agreed upon by the parties. With the exception of any maximum allowable contribution calculations calculated on the basis of inaccurate or inappropriate information provided by the Employer or the employee, the Company shall hold harmless and indemnify the Employer, its agents, officers and employees, from every claim and demand for penalties (including penalties based on State and/or Federal withholding taxes otherwise due) and interest, including reasonable attorney's fees, which may be made by reason of a challenge to the maximum allowable contribution calculation computed by the Company at the direction of either the employee or the Employer for any employee participating in the Program. The Company's obligation to indemnify and hold the Employer harmless under this Paragraph is not conditioned upon and shall not require a showing of the Company's negligence or wrongdoing. In performing the maximum allowable contribution calculations in connection with the Program, the Company may rely on information provided by the Employer and employee. This information shall include but not be limited to whether the contributions to the Program are elective or non-elective employer

contributions, the employee's elective deferrals to all eligible plans (whether or not sponsored by the Employer) in that tax year pursuant to Code Section 402(g), and the employee's includible compensation as defined under Code Sections 401(a), 403(b)(3) and 415(c).

6. Company warranty: Enrollment. Except as limited by the annuity contract and applicable law, the Company, its agents and representatives shall comply with all pertinent written directives of the Employer regarding the solicitation and enrollment of employees and the purchase of the annuity contract.

7. Company warranty: Annuity issuer. The Company warrants that it shall perform its duties as the issuer of the annuity contract in a careful, diligent and professional manner and that it will promptly correct any and all errors made by the Company unless such error was a result of the Company's reliance on any information or omission of information provided by the Employer, the employee, or an authorized representative of either of the foregoing. The Company shall hold harmless and indemnify the Employer, its agents, officers and employees when acting on behalf of the Employer, from every claim and demand to the proportionate extent that it results from the negligence or wrongdoing of the Company or any of its representatives acting in that capacity, which may be made by reason of the purchase from the Company of an annuity contract by the Employer on behalf of an employee as authorized by Code Section 403(b).

8. Company Hold Employer Harmless and Indemnification. The Company, at its own cost and expense and as allowed by law, shall hold harmless and indemnify the Employer by defending any legal proceeding brought against the Employer or satisfying any legal judgment rendered against the Employer based on any claim or demand allowed under this Agreement as described above. Any liability of the Company under any provision of this Agreement to hold harmless and indemnify the Employer is subject to discharge by the Employer of the conditions precedent that the Employer shall immediately notify the Company in writing within thirty (30) days upon receipt of any such claim or demand and shall permit the Company, at its option, to direct the defense against such claim or demand. It is understood that the Company's liability hereunder shall be limited to actual damage only. Anything in this Agreement to the contrary notwithstanding, the Company shall neither hold harmless nor indemnify the Employer, its officers, agents, or employees from any claim and demand based upon the negligence, fraud or wrongdoing of the Employer, its officers, agents or employees, nor from any situation where the claim or demand is due to the failure of the Employer to properly discharge its obligations under the Memorandum of Agreement between the Employer and the Teachers' Association.

9. Termination: The Company and the Employer each reserve the right, upon sixty (60) days' written notice to the other party, to terminate the Program, and to simultaneously terminate this Agreement. Such termination shall in no manner affect any liability of the Company incurred under this Agreement for acts taken prior to the effective date of such termination.

Date

Authorized Officer for Company
Title:
Print Name:

Date

Authorized Officer for Employer

Title:

Print Name:

APPENDIX E
Pre K Committee Recommendations

To: Thomas E. Marzeski, Superintendent

From: Committee Studying Pre-K Impact

Date: April 11, 2001

The Pre-K Committee that was established to resolve a grievance, dated November 30, 1999, met on March 15, 2001. The committee was comprised of Louise Jones, Mary Lou Ganio, Grace Coddington and Charles Strange. The purpose of the committee was to make a comparative study of the impact on the current Pre-K teacher's professional responsibilities as a result of having a Teacher Aide assigned to the classroom as opposed to a Licensed Teacher Assistant.

Although it is difficult to give specific examples on how this change has affected the Pre-K program, there has been an impact on the overall program. Therefore, we, as a committee, make the following recommendations to address the needs of the program:

In order to maintain a strong Pre-Kindergarten program that meets the diverse needs of young children, careful consideration, with teacher input, will be given to staffing and scheduling of staff within this program. Care will be made to select staff who are knowledgeable of the developmental needs of young children.

We feel that the implementation of these recommendations will help to alleviate the adverse impact the change of the position of the Licensed Teacher Assistant to a Teacher Aide has had on the Pre-K teacher and the Pre-K educational program.

APPENDIX F
READING FIRST

THIS AGREEMENT is entered into this 9th day of January 2004, by and between the Cherry Valley-Springfield Central School District (“the District”) and the Cherry Valley-Springfield Teachers’ Association (“the Association”).

WHEREAS, the District and the Association have a mutual desire to participate in the *Reading First* program,

The parties agree that no member shall be subject to a reduction in force, in whole or in part, as a result of the parties’ participation in the Reading First program. We recognize that a decline in student enrollment and/or changes in state mandates or requirements unrelated to the Reading First program may warrant reduction in force.

For the purpose of seeking participants for the program, the parties agree to alter for the 2003-2004 school year only, the language in the collective bargaining agreement, Article VIII, Section 8.18. The March 1st notice to the Superintendent shall be changed to May 1st.

The parties agree the K-3 core curriculum to be used shall meet the grant’s definition of “scientifically based reading research.”

The parties agree that mandated assessments will be conducted as outlined in the grant.

As described in the grant, the District agrees that its plan for the management of student data will identify how student data will be gathered, analyzed and returned to teachers in a timely fashion. Student outcome data will also be disseminated to the local regional school support center for aggregation.

The parties agree that Reading First professional development includes participation in the On-line NY Reading Academy, as well as other professional development provided by SED and the District.

The parties agree that professional development as described in the Reading First grant will be incorporated into the Districts’ Professional Development Plan (PDP).

The parties agree that the professional development aspects of Reading First fulfill the New York State requirement for substantial professional development for all teachers as long as this is in accord with SED guidelines.

The District will provide substitute coverage so those teachers will be able to participate in staff development and group meetings with the building coach and/or coordinator during the school day/year, as described in the grant.

For the 2003/04 school year only, for purposes of meeting staff development needs, the parties agree to use the June regents days if this does not conflict with SED attendance requirements, as long as appropriate Reading First staff development consultants can be secured.

In the event some piece of professional development is mandatory and occurs during the summer and/or outside the school day/year, the District shall compensate participating individuals at a rate of

\$125/day. This understanding shall be incorporated into the District’s PDP. Should this professional development occur at a location other than within the District, the District shall cover all travel, lodging and any other related expenses.

The District will recognize on-line professional development hours as being acceptable for course credit. If this occurs outside of the school day/year and not at District expense the individual will get course credit as described in our contract.

Teachers shall have access to computers so that they may complete the On-line NY Reading Academy.

The parties agree that Reading First may be included in the professional growth plan section of the District's teacher evaluation plan (APPR).

Regarding the Reading First individual professional development plan related to reading/literacy, the parties agree to discuss and reach agreement prior to any implementation, who will see the plan, as well as if and how the plan will be used as part of the teacher evaluation process (APPR).

The parties agree that should the position of program coordinator be a bargaining unit position, it is agreed that the role of the coordinator shall not be part of the evaluation process of regular teachers or teaching assistants.

The parties agree that the role of the building level (Tier II) coach shall not be part of the evaluation process of regular teachers or teaching assistants.

The parties agree that the building level (Tier II) coach's role and responsibilities shall be those identified in the grant application. The person holding this position shall not be assigned any additional duties.

The parties agree that the relationship between the building level (Tier II) coach and staff shall be confidential.

The persons appointed to the Tier II and coordinator positions shall suffer no harm to their probationary/tenure status and shall continue to accrue seniority in their designated tenure areas.

In the event the building coach is currently a teacher in the District, that person shall have the right to return to a similar position in his/her tenure area if/when the grant money ends and/or the program ends.

Should the grant money end, but the District agrees to continue the program, the building level coach and the coordinator shall have the right to continue in their positions providing they have satisfactory performance reviews.

Upon the ending of the grant monies, the District and the Association agree to meet to review and determine the need for continued staffing of the coordinator and Tier II coach positions.

The parties agree that should participation in the Reading First program result in any other impact to terms and conditions of employment not outlined above or covered by the collective bargaining agreement, that they will negotiate agreements on that impact prior to its implementation. The parties agree that this MOA and the Reading First program shall expire on June 30, 2009. However, should the District decide to continue this program beyond that date, they may do so, but with the mutual agreement of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each and by and through their respective authorized personnel as of the date and year specified herein.

Date: _____ Date _____

APPENDIX G HELP PROGRAM

On this 3rd day of October 2005, the Cherry Valley-Springfield Central School District (hereinafter referred to as "the District") and the Cherry Valley-Springfield Teachers' Association (hereinafter referred to as "the Association") hereby agree as follows as resolution to the Help Everyone Learn Program (hereinafter referred to as "the Program").

WHEREAS, the District Board of Education has established the Program for the purpose of supporting students who are ineligible and having academic difficulties and who wish to participate in extra-curricular activities. This program will not be used in place of detention or academic intervention services; and

WHEREAS, the Association represents Teachers and Teaching Assistants who will be working in the Program;

IT IS THEREFORE AGREED:

- 1) Association members are under no obligation or requirement to work in the Program and it shall be considered a voluntary program.
- 2) At the beginning of each school year, providing the Board of Education continues the Program and funding is available, the District shall seek volunteers from the Association to work in the Program. The District will use the names of these volunteers to establish a work pool and will have the right to assign from this pool as it so chooses.
- 3) In the event there are not enough Association members who apply to work in this program for a particular date, the District will notify the Association President. If time allows, the District will post a notice seeking volunteers to cover the absence for that particular date. In the event no Association members come forward as a result of that posting, the District will have the right to cover the absence with a non-unit member. The filling of this position(s) with a nonunit person shall not be considered precedent setting and will not be used to argue a waiver of exclusivity of bargaining unit work.
- 4) The Program will be held on one afternoon each week for two hours from 3:00 pm to 5:00 pm.
- 5) During vacation weeks, Program sessions will be scheduled for Saturday mornings for two hours from 8:00 am to 10:00 am.
- 6) Should student participation exceed 20 students, the district will add an additional staff

member as described in 2 and 3 above.

- 7) Communication between the teacher and parent should be ongoing and should occur through and result from comments on the Eligibility Referral/Progress Reports. In addition to these means of communication, other communication arrangements agreed to between the teacher and parent will be acceptable.
- 8) Association members who work in the Program shall be paid \$20.00 per hour.
- 9) Participation in the Program is voluntary, and student performance and work performed by the HELP educator in the Program shall not be mentioned or referred to in the Association member's Annual Professional Performance Review (APRR).
- 10) The Association will have the right to provide feedback to the Board of Education regarding the Program's effectiveness. The Association can ask to meet with the Superintendent to recommend changes to the HELP Program.
- 11) This Agreement shall become effective on the date of its signing.

APPENDIX H

MENTORING PROGRAM GUIDELINES

The Association and the District agree to a Teacher Mentor Program which will among other things contain the following elements:

1. The program will maintain consistency with regulations promulgated by the New York State Education Department.
2. The program will contain stipends for the mentors. A stipend of \$800 will be paid to mentors providing mentoring services to teachers in their first year of teaching service. A stipend of \$600 will be paid to mentors providing mentoring services for experienced teachers. Should mentoring services for first year or experienced teachers be less than one school year in length, stipends will be pro-rated.
3. The program will provide for release time for the mentors. The mentor/mentee pairings will have a total of 4 release days, taken as full or half days, to facilitate mentor program goals and activities that need to be conducted during the school day as outlined in the mentor plan document.
4. The Association and the District will meet periodically either through labor management or separate committee to review and refine the program as is necessary.

APPENDIX I

AFTER-SCHOOL DETENTION

An After-school Detention Program will be established under the following conditions:

- 1) Association members are under no obligation or requirement to work in the After-School Detention Program and it shall be considered a voluntary program.

- 2) At the beginning of each school year, providing the Board of Education continues the Program and funding is available, the District shall seek volunteers from the Association to work in the Program. The District will use the names of these volunteers to establish a work pool and will have the right to assign from this pool as it so chooses.
- 3) In the event there are not enough Association members who apply to work in this program for a particular date, the District will notify the Association President. If time allows, the District will post a notice seeking volunteers to cover the absence for that particular date. In the event no Association members come forward as a result of that posting, the District will have the right to cover the absence with a non-unit member. The filling of this position(s) with a nonunit person shall not be considered precedent setting and will not be used to argue a waiver of exclusivity of bargaining unit work.
- 4) The Program will be held two afternoons each week for two hours from 3:00pm to 5:00pm.
- 5) Should student participation exceed 20 students, the district will add an additional staff member as described in 2 and 3 above.
- 6) Association members who work in the Program shall be paid \$20.00 per hour. Should students assigned to detention not report or no students be assigned detention, the detention supervisor will not be paid for after school supervision nor does he/she need to stay.
- 7) Participation in the After-School Detention Program is voluntary, and student performance and work performed by the After-School Detention Program shall not be mentioned or referred to in the Association member's Annual Professional Performance Review (APRR).
- 8) The Association will have the right to provide feedback to the Superintendent regarding the Program's effectiveness. The Association can ask to meet with the Superintendent to recommend changes to the After-School Detention Program.

APPENDIX J

EXTRACURRICULAR

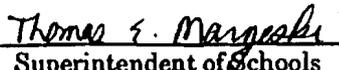
MEMORANDUM OF AGREEMENT

CV-S TEACHERS ASSOCIATION AND CV-S SCHOOL DISTRICT BOARD OF EDUCATION

The Cherry Valley-Springfield Central School Board of Education and the Cherry Valley-Springfield Teachers' Association agree to the following with respect to the extracurricular positions listed in Article IX:

- (1) The Board will generally appoint qualified members of the bargaining unit to these positions. If no qualified member of the bargaining unit has applied for an open position, the Board is free to seek candidates outside the unit.
- (2) The term qualified does not refer only to credentials such as coaching certification but may include such factors as attitude, past performance, and other factors that the Board believes, in good faith, have a reasonable relationship to an applicant's ability to serve the students. The Board reserves the right to make decisions on the qualifications of all applicants. The Association reserves the right to question those decisions through the Grievance Procedure.
- (3) The Superintendent will notify the President of the Teachers' Association of the list of applicants for an extracurricular position when that list is complete. Furthermore, the Superintendent will notify the President of the Association of the Board's appointment of all extracurricular positions within five (5) days of the decision.
- (4) All non-Association members currently serving in extracurricular positions will retain those assignments at the Board's discretion.
- (5) If more than one (1) qualified member of the Association applies for an extracurricular position, the Board will choose the member it believes to be best qualified. There will be no rule of seniority governing that choice.
- (6) The parties agree that their actions in entering into this Agreement are the result of a good faith compromise, as well as a desire to avoid the additional costs of further litigation. Therefore, this settlement shall not be deemed or portrayed as an admission of guilt or wrongdoing on the part of any party to this Agreement.


CV-S Teachers' Association
3-20-97


Superintendent of Schools
3/20/97

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