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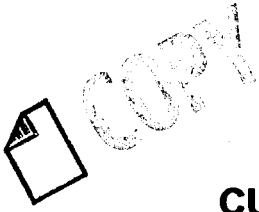
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TA/ 4869



**CUBA-RUSHFORD CENTRAL SCHOOL DISTRICT
CUBA, NEW YORK**

AGREEMENT BETWEEN

**THE BOARD OF EDUCATION
CUBA-RUSHFORD CENTRAL SCHOOL DISTRICT
CUBA, NEW YORK**

AND

THE CUBA-RUSHFORD TEACHERS' ASSOCIATION

**RELATING TO HOURS, WAGES, TERMS AND
CONDITIONS OF EMPLOYMENT UNDER ARTICLE 14
OF THE CIVIL SERVICE LAW**

RECEIVED

FEB 16 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

FOR THE PERIOD OF JULY 1, 2005 TO JUNE 30, 2010

100

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**AGREEMENT BETWEEN
CUBA-RUSHFORD TEACHERS ASSOCIATION
AND
THE SUPERINTENDENT OF
CUBA-RUSHFORD CENTRAL SCHOOL DISTRICT**

PREAMBLE

This AGREEMENT entered into this _____ day of January, 2006, by and between the BOARD OF EDUCATION OF CUBA-RUSHFORD CENTRAL SCHOOL DISTRICT, hereinafter called the "BOARD" and the CUBA-RUSHFORD TEACHERS' ASSOCIATION hereinafter called the "ASSOCIATION."

WITNESSETH

WHEREAS, the BOARD and the ASSOCIATION recognize and declare that providing a quality education for the children of CUBA-RUSHFORD CENTRAL SCHOOL DISTRICT is their mutual aim and that the character of such education depends predominantly on the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession may 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 representatives 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 the AGREEMENT.

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

ARTICLE I

The BOARD, having determined that the ASSOCIATION is supported by a majority of the teachers in a unit composed of all professional, certified teachers including permanent substitutes employed for at least one (1) semester, except the Chief Administrator, the Middle School and High School Principals, and Elementary Principals, hereby recognizes the CUBA-RUSHFORD TEACHERS' ASSOCIATION as the exclusive negotiating agent for all certified personnel in such unit. Such recognition shall extend until one hundred and twenty (120) days prior to the annual meeting date in 1999.

The District will make one (1) deduction each pay period for dues from the wages of those employees who have filed with the Board office signed appropriate deduction authorization forms therefore. This deduction will be continuous until such time as the employee cancels it in writing. From the wages each employee hired after July 1, 1987 who does not have a dues deduction authorization form on file, the District will make one (1) deduction each pay period for Agency Fee. Not later than July 1 of each fiscal year, the Association shall certify, in writing, to the Board office, the amount of any change in dues for that fiscal year. All such deductions for each month are to be remitted to the Association Treasurer by the fifteenth (15th) day of the following month. The Association will create a fully legal refund procedure for Agency Fee payers and shall otherwise deal with the funds and with Agency Fee payers in a lawful and proper manner. The Association agrees to hold the District harmless in reference to such Agency Fee deductions.

The BOARD OF EDUCATION, agrees not to negotiate with any other teacher organization other than the ASSOCIATION for the duration of this AGREEMENT or for such period of time for which it would be in violation of the laws of the State of New York to negotiate with any other organization.

A. ACADEMIC FREEDOM

Teachers shall follow an approved course of study. Their professional judgment will add depth and understanding to their program.

ARTICLE 2 - NEGOTIATION PROCEDURES

- A. The terms and conditions of employment provided in this AGREEMENT shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. 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.**
- B. No later than February 1st of 2010 parties will enter into good-faith negotiations over a successor agreement covering the following school year.**
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the ASSOCIATION and the BOARD OF EDUCATION, 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.**
- D. This Agreement shall be considered a Memorandum of Understanding executed by the chief negotiators of the Association and the District. Such Memorandum of Understanding shall then be submitted to the Association and the Board for its approval. When both the Association and the Board have approved said Memorandum of Understanding, it shall then, and only then, be considered a contractual obligation of both parties.**

ARTICLE 3 - GRIEVANCE PROCEDURES

Section 1: Purpose

The purpose of the following grievance procedure should be to settle equitably at the lowest possible administrative level issues which may arise from time to time with respect to the salaries and working conditions of teachers provided for in this Agreement. The District and the Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 2: Definition

A "grievance" is hereby defined to mean a complaint by a teacher or group of teachers based upon an alleged violation of or a variation from the provision of this Agreement, (or the interpretation, meaning or application thereof).

Section 3: Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. The time commences the day following receipt of written materials.

Level One

A teacher with a grievance shall first discuss it with his/her immediate supervisor and/or principal, either directly or with the Association's School representative with the objective of resolving the matter informally.

Level Two

A. In the event that the aggrieved person is not satisfied with the disposition of her/her grievance at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the grievance he/she may file the grievance in writing with the Superintendent within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented whichever is sooner.

B. Within ten (10) school days after the receipt of the written grievance by the Superintendent, the Superintendent or his designee shall meet with the aggrieved person in an effort to resolve it.

C. If the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance shall have been waived. The count of days will begin the day after information is received.

Level Three

In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent or his designee, he/she may file the grievance in writing with the President of the Board of Education within the ten (10) days after decision by the Superintendent or fifteen (15) school days after he/she has first met with the Superintendent whichever is sooner. Within fifteen (15) school days the Board shall meet in executive session with the aggrieved person for the purpose of resolving this grievance.

Level Four

A. In the event that the aggrieved person and/or Association are not satisfied with the disposition of the grievance at Level Three, or in the event that no decision has been rendered within ten (10) school days by the Board, and the Association determined that the grievance is meritorious, it may submit the grievance to arbitration by giving written notice to the Board within fifteen (15) school days of the decision at Level Three.

B. Within five school days after such written notice to the Board, the Association must also forward a written demand for arbitration to the AAA requesting a panel of 12 arbitrators. A copy of the demand must also be sent to the Superintendent. After the parties receive the panel, they will try to select a mutually acceptable arbitrator, but if that is not possible, the parties will rank their selections in accordance with the AAA rules and the AAA will appoint an arbitrator according to its rules.

C. The selected arbitrator will hear the matter promptly and will issue his decision no later than thirty (30) calendar days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion of the issues.

D. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and he shall be without power to make any decisions:

1. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this agreement.

E. The decision of the arbitrator shall be rendered to the Board and to the Association and shall be binding, and a judgment may be entered thereon subject to the then existing right of either party to vacate the award.

F. The costs for the services of the arbitrator, including per them expenses and, if any, the necessary travel and subsistence expenses, will be borne equally by the Board of Education and the Association.

Section 4: Rights of Teachers to Representation

A. No reprisals of any kind shall be taken by any party to this Agreement against any party in interest, any witness, or any other participant in the grievance procedure by reason of such participation.

B. Any party in interest may be represented at all stages of this grievance procedure, except arbitration, by a person of his own choosing. When a teacher is not represented by the Association, the Association shall have the right to be represented and to state its views at any stage of the procedure. Except at the arbitration state, the Association shall not have the right to

be represented or state its views upon written request of the grieved employee that the Association be excluded.

Section 5: Miscellaneous

- A. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced by Level Two.

- B. Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted to all parties in interest and to the President of the Association. Decisions rendered at Level Four shall be in accordance with the procedures herein before set out therefor.

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

- D. The procedure set forth above shall be the sole and exclusive remedy available to an aggrieved person hereunder.

- E. Failure at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the step or waiver of the grievance.

- F. Any decision, course of conduct or other action which becomes the subject of a grievance, shall not be stayed pending the processing of the grievance except with the written consent of the Administrator or the Board, which consent shall not be unreasonably withheld. A decision at any level of the procedure in favor of the aggrieved person, however, may provide appropriate restitution or other remedy for the period during which the grievance was suffered.

ARTICLE 4 - ABSENCE FROM DUTY

Section 1: Personal Days

Each teacher shall be permitted three (3) personal days per year with pay. No personal days may be taken on days immediately preceding or following a holiday; however, in cases of special need, the Superintendent may grant personal days immediately before and/or after a holiday. The Association agrees not to grieve the Superintendent's decision. Each teacher requesting a personal day shall provide 48 hours notice unless extenuating circumstances apply. If the personal days are not used or submitted for pay they shall be added to the accumulated sick leave as sick leave time. Upon notification (from the teacher) via a form provided by the District in June, the District will pay teachers \$100 for each personal day which is unused by the end of each school year. A teacher will notify the District of the need for a personal day as soon as the teacher realizes that the teacher needs a personal day.

Section 2: Bereavement Days

Five (5) working days shall be granted per death during a school year for bereavement. Bereavement days are limited to death in the immediate family. (Spouse, Father, Mother, Father-in-law, Mother-in-law, Brother, Sister, Son or Daughter). Three (3) working days shall be granted per death during a school year for bereavement for grandparents and grandchildren. If a teacher desires bereavement leave for a person not mentioned above, the teacher may request such leave from the Superintendent and the Superintendent will decide whether bereavement leave will be granted and the number of days of such leave. If the teacher is not satisfied with the Superintendent's decision, the teacher may request the President of the Board of Education to consider the teacher's request and the Board President's decision will be final.

Section 3: Sick Leave

A. Teachers shall be allowed twelve (12) days of sick leave per year with pay. The 12 days will be credited to each teacher on the first school day of September of each school year. Sick leaves shall not be granted or accrue while a teacher is on a sabbatical leave or leave of absence. Any unit member required to work four (4) weeks of full days, in the same capacity as school year employment, beyond a ten month contract, earns one (1) additional sick day in that school year which may be accumulated.

B. A doctor's excuse may be required for absences of five (5) consecutive days or more.

C. Sick leave may be used for personal illness or disability of the teacher or the teacher's immediate family (immediate family shall mean spouse, child, parent, domestic partner as defined below, or children to whom the employee is in parental relation and lives within the employee's home). Leave for an illness of a relative, not in the immediate family may be requested in writing to the Superintendent. The Superintendent, at his/her discretion, may grant a leave. The Superintendent's decision is not grievable.

1. In order to participate in domestic partner benefits under this Article, a domestic partner will require compliance with the parameters outlined below:

- a. Cohabitation is an exclusive commitment similar to that of marriage;
- b. Financial responsibility for each other's well-being and/or debts to third parties as evidenced by at least two of the following:
 - i. A contractual commitment for such financial responsibility;
 - ii. Joint mortgage, lease, ownership of a residence shared by the domestic partner;
 - iii. Joint ownership of significant assets such as bank accounts, investment accounts, motor vehicles;
 - iv. Designation of the domestic partner as sole beneficiary for life insurance or retirement contracts;
 - v. Designation of the domestic partner as beneficiary of the insured person's will, if any has been executed;
 - vi. Designation of power of attorney for durable property and/or health care.
- c. Neither party is legally married to any other person nor has another domestic partner, nor has a similar relationship with another person;
- d. Partners are of same sex, of age of consent and are not related by blood closer than otherwise would prohibit marriage by law.

e. The employee has been living with his/her domestic partner for at least one (1) year.

f. A period of two (2) years has passed since a previous domestic partner has been enrolled in the plans.

2. The District may require reasonable proof of any of the above criteria.

3. This domestic partner benefit and all other benefits provided to domestic partners within this contract shall terminate when the employee no longer meets the above criteria.

D. Teachers who do not use all of their sick leave during any one year may accumulate all of the unused portion to the highest possible accumulation.

E. Payment for all unused sick leave shall be made in the last year before retirement at the rate of fifty dollars (\$50) per unused sick days for a maximum of two hundred (200) days. In order to receive such benefit the teacher must notify the Board by April 1st of the year in which s/he wants to retire. The employee may rescind the retirement up to sixty (60) days prior to the date of retirement. Any benefits accrued due to this retirement must be paid back immediately with withdrawal of retirement. This advance notification date may be waived upon recommendation of the Superintendent and by specific approval of the Board of Education.

Each year unit members shall have the potential to take any cash benefit within this section at retirement subject to the guidelines of a 403B non-discriminatory plan. This benefit will only be provided if in accordance with Federal and State Law and Regulation. If this 403B benefit is not in accordance with Law or Regulation, the Association will forfeit this benefit and all other benefits in this section will survive.

F. In lieu of E above, a teacher may elect to use his/her accumulated sick leave as a credit towards a hospitalization and doctor care program. For each twenty days of unused sick leave the employee will be provided with a POS hospitalization and doctor care program for one (1) year. The teacher may elect to pay the difference for a PPO or comparable plan if the PPO is not available. This benefit will cease at the end of the school year in which the retiree becomes 65.

In the event the retired employee dies before receiving all of his/her entitlements for hospitalization payment provided for herein, then the surviving spouse of a deceased employee may continue to receive an individual health insurance plan for the balance of the deceased employee's entitlement period. The deceased employee's spouse shall contribute the same percentage contribution to the plan that his/her deceased spouse would have been obligated to pay had he/she received such plan. The retiree's spouse shall receive this benefit in accordance with conditions provided herein for the retiree. The retiree's spouse (i.e., contribute the same percentage to the plan that his/her spouse would have paid) shall receive this benefit in accordance with conditions provided herein for the retiree.

G. Retirement

1. Eligibility for Early Retirement Incentive shall be as follows:

- a) Teacher must retire during the first year of eligibility according to the rules of the New York State Teachers Retirement System.**
- b) The teacher shall have at least fifteen (15) years of service in the district.**
- c) The teacher must submit a letter of resignation for purposes of retirement by April 1st in the school year in which s/he wants to retire.**

Upon retirement during this one year, the district will provide Point of Service (POS) health insurance benefits as per contract, either basic family or single plan coverage (with the employee given the option of paying the difference for PPO coverage if available or comparable plan if not available) until the retiree reaches age 65. This is in addition to other retirement benefits. These benefits will not be granted after the first year of eligibility.

In the event the retired employee dies before receiving all of his/her entitlements for hospitalization payment provided for herein, then the surviving spouse of a deceased employee may continue to receive an individual health insurance plan for the balance of the deceased employee's entitlement period. The deceased employee's spouse shall contribute the same percentage contribution to the plan that his/her deceased spouse would have been obligated to pay had he/she received such plan. The retiree's spouse shall receive this benefit in

accordance with conditions provided herein for the retiree. The retiree's spouse (i.e., contribute the same percentage to the plan that his/her spouse would have paid) shall receive this benefit in accordance with conditions provided herein for the retiree.

H. Each September, along with their first paycheck, all teachers shall receive a statement of their number of accumulated sick days.

Section 4: Sabbatical Leave

A. The Board may grant sabbatical leaves of absence to tenured faculty members with seven (7) years of service in the district. Sabbatical leaves may be granted to one elementary and one secondary teacher a year.

B. In the event the teacher wishes to have a sabbatical leave commence September 1st, then by March 1st of the year preceding the commencement of the sabbatical leave, the teacher shall submit an application for the leave. If the teacher wishes the sabbatical leave to commence at the beginning of the second semester of any school year, then by June 1st of the year preceding commencement of the sabbatical leave, the teacher will submit an application for the leave. A teacher may terminate a request for a sabbatical leave to commence at the beginning of a first semester of a school year by providing notice of termination by July 1st and for a sabbatical leave to commence the beginning of a second semester by October 1st.

C. The leave must be for graduate study and/or academic research relating to public education which may include but is not limited to travel, publishing, internship, and broad cultural experience. The teacher requesting leave must demonstrate how the leave will enhance that teacher's ability to better educate the students of the District. Persons on sabbatical leave may not accept full-time employment with another public school. Leave ceases to meet the requirements of this contract may be terminated at the Board's discretion and such decision shall not be grievable or arbitrable.

D. For sabbaticals granted the Board will pay either one-half salary for a full year leave or full salary for a half academic year leave. The Board will also continue to pay hospitalization and other benefits for the teacher while on leave. The teacher will maintain his /her step on the salary schedule when s/he returns from the leave. The teacher agrees to sign a contract prior to

commencing the leave to repay the District should s/he leave before completing the time commitment. Repayment will be prorated based on time served.

E. The teacher will return to the school district for at least one year upon finishing his/her sabbatical leave. Failure to do so shall cost the teacher the compensation including hospitalization and other benefits collected during his leave.

F. The order of choosing sabbatical leaves shall be based upon item b and seniority.

Section 5: Leaves of Absence

A. Child-rearing Leave - A child-rearing leave will be granted to teachers for the following reasons and under the stated conditions:

1. The teacher shall have given birth or fathered a newborn or adopted a child under the age of admittance to kindergarten.

2. The leave without pay shall be granted for one year - an additional years' leave without pay may be granted by the Board of Education at the conclusion of the first years' leave of absence, if requested, and at the discretion of the Board of Education. The leave may be terminated earlier or extended only by written mutual consent of the teacher and the Board. Whenever used in this agreement, without pay shall mean without any payment of salary or other fringe benefits or monetary cost items to the District.

3. In any event said leave without pay should not, when possible, begin or end during a semester. This may be waived by approval of the Superintendent and Board of Education.

4. Not later than sixty (60) consecutive days prior to the date the teacher desires to begin a leave, the teacher shall give written notice to the Superintendent stating:

(i) The time the teacher desires to begin the child-rearing leave; and

- (ii) The date the teacher intends to return from the child-rearing leave (this is the date that the teacher will be allowed to return unless expressly waived by the District.)

5. A teacher shall not be entitled more than one (1) year child-rearing leave within a two (2) year period.

6. In the case of adoption, if the teacher is not notified of placement of the adoptive child within aforementioned sixty (60) day period for notification to the Superintendent, then the teacher shall notify the District as soon as the teacher is aware of the placement.

B. General Leave of Absence - A general leave of absence without pay may be granted by the Board to any tenured teacher upon written request to the Board and subject to the following conditions: The Association agrees that "the term without pay" whenever used in this Agreement shall mean without any payment of salary or other fringe benefits or monetary cost items to the district.

- 1. The leave shall be a maximum of two (2) years, without pay. The leave may be terminated earlier, or extended only by written mutual consent of the Board and the teacher.
- 2. In any event said leave without pay should not, when possible, begin or end during a semester. This may be waived by approval of the Superintendent and Board of Education.

Section 6: Association Days

The Association shall be granted twelve (12) days with pay to use for Association business. The President of the Association shall notify the Superintendent at least twenty-four (24) hours ahead of time of the name(s) of the teachers involved. In any school year in which there is an arbitration hearing day or days between the parties under this contract, the Association will receive an additional two Association leave days for such school year for attendance at the arbitration hearing day or days.

Section 7: Board Decision

The final decision with regards to Section 4 and 5 of this article will remain with the Board of Education.

Section 8: Sick Leave Bank

The Board and Association have established a Sick Bank for teachers and administrators who need extended leaves due to personal illness. The Bank will be administered by the Association President and the Superintendent or their designees. The Bank will operate under the following guidelines:

- A. Each member of the Bank will contribute up to a maximum of two (2) sick days per year to maintain membership. Sick days contributed will be deducted in September from each member's accumulated sick leave. Membership is only open in September and non-members or members who withdraw must pay the bank for days donated when they were not members starting with the year they were hired.

- B. The maximum number of useable days from the Sick Bank may not exceed two hundred twenty-five (225) days in any school year. The Association will notify members each September of the number of days s/he will have to contribute to maintain membership. Notwithstanding the maximum number of days allowed for in the Bank, a newly hired teacher in his/her first year of employment may enter the Bank upon donation of the required two (2) sick days, notwithstanding the fact that the maximum amount of the Bank will be exceeded.

- C. If a member withdraws from the bank, s/he may not join for two (2) years and then must make up the number of days that were contributed by other members during his/her withdrawal period.

- D. A faculty member must provide documented medical evidence from his/her physician that s/he is unable to work. All benefits from this provision are to stop if employee is granted disability status or collects workman's compensation. If days are returned to employer, the days will be transferred back to the bank.

E. A loss in time must occur beyond sick leave accumulation, that will result in a loss of five (5) days pay.

F. The maximum number of days anyone will be granted in one year is thirty (30) days. Limitations can be waived by Superintendent and Association President

Section 9: Absence Form

A teacher will complete a District provided form to evidence the teacher's decision to take a personal day, sick day or bereavement day. The teacher will submit the form to the District as soon as possible after the teacher knows that he or she will be absent. If a personal day will be taken, the teacher must submit the form at least one working day before the intended day of absence unless the teacher did not have one working day's notice of the need to take a personal day. The form will require the teacher to indicate his or her name, the date(s) absent, whether the absence will be or was a sick day, personal day or bereavement day, and to sign and date the form.

Section 10: Fund

The District agrees to set aside a fund each year with a maximum total of One Thousand Dollars (\$1,000.00) in any one school year to be distributed under the following guidelines:

A. A teacher incurs a debt due to vandalism that can be substantiated to be the result of school - sanctioned situations, events, or circumstances.

B. An insurance claim or damage estimate must be filed and a copy given to the Superintendent.

C. The cost from this fund will be for deductible allowance up to Two Hundred Dollars (\$200.00).

D. The Association President and Superintendent or their designee will evaluate all claims. Both must agree to award a claim.

ARTICLE 5 - INSURANCE

Section 1: Hospitalization and Doctor Care

- A. (1) The District will provide health insurance coverage through a self-funded health care plan (hereinafter called the "Plan" or "PPO" Preferred Provider Organization) or at the teacher's choice, a "POS" Point of Service option. Employees may enroll under either the Family Plan coverage or the Individual Plan coverage. On the annual anniversary date, teachers may select either plan for the ensuing year.

District will provide health insurance coverage for employees working at least seventy-five percent (75%) of a full-time schedule at the contribution rate identified for full-time employees. Employees working between fifty percent (50%) and seventy-four percent (74%) of a full-time schedule will receive seventy-five percent (75%) District premium payment. For employees receiving less than one hundred percent (100%) of this benefit, contribution will be prorated accordingly. Employees working less than fifty percent (50%) will receive no District premium payment.

POS / PPO. From June 30, 2005 through January 31, 2006, the District will provide one hundred percent (100%) PPO and POS health insurance coverage.

Commencing February 1, 2006:

PPO payment structure - All unit members will contribute ten percent (10%) of the annual PPO premium

POS payment structure - All unit members enrolled in the POS will receive premiums paid by the District up to a maximum of ninety percent (90%) of the cost of the PPO; however, in no event will unit members have to pay more than ten percent (10%) of the premium costs for the POS (if POS cost goes above ninety percent (90%) of the PPO cost, the unit member will contribute that percentage of the cost that is over ninety percent (90%) up to ten percent (10%) of the POS cost.)

Group Incentive. Where the below percentages of unit members eligible to receive health insurance benefits, elect to take the POS or buyout, each unit member will receive a salary stipend of Two Hundred Dollars (\$200) as follows:

2005-06	60%
2006-07	70%
2007-08	75%

This benefit will terminate at the conclusion of the 2007-08 school year.

Shared Savings. The shared savings amount will be computed by taking the annual or pro-rated cost of the PPO plan less the required ten percent (10%) employee contribution and comparing that result to the annual or pro-rated cost of the POS plan. The difference will be multiplied by the percentages noted below and paid to unit members no later than June 30th. Savings realized by the district for an employee's participation in the POS option will be shared with the employee as followings:

- For 2005-06, unit members shall receive seventy-five percent (75%) of the shared savings in salary stipend, prorated for time on the POS.
- For 2006-07, unit members shall receive seventy-five percent (75%) of the shared savings in salary stipend.
- For 2007-08, unit members shall receive thirty-five percent (35%) of the shared savings in salary stipend.
- For 2008-09, unit members shall receive twenty-five percent (25%) of the shared savings in salary stipend.

This benefit will terminate at the conclusion of the 2008-09 school year.

- (2) If for any reason the "Plan" ceases to exist or the District terminates its participation, the District then will provide coverage equal to or better than the "Plan" coverage in existence at the time of termination for current employees.
- (3) The Board shall provide an IRS Section 125 Plan, generally known as the Cafeteria Plan.

- (3)(a) Under the "Plan" an employee will have the option to be enrolled in a Ten Dollar (\$10) co-pay prescription card program paid by the District or the District will contribute Five Hundred Dollars (\$500) to the cafeteria plan. The selected option must be provided in writing, to the Business Manager by July 1 of the new school year.
- (4) There shall be no loss of benefits or coverage to any employee as a result of a change from the current Plan to any other plan.
- (5) The "Plan" document is herein incorporated by reference.
- (6) Any complaints under the "Plan" with respect to its interpretation or application must be processed through the "Appealing a Claim Procedure" set forth in the "Plan" document. If the matter is not settled to the employee's satisfaction, and the "Plan" document does not provide for Arbitration of such dispute, then within thirty (30) days of the written Answer from the governing Committee of the "Plan", the Association may submit the issue directly to Binding Arbitration. The Association and the District agree that such Binding Arbitration should only be before an Arbitrator under the Rules of the American Arbitration Association who has expertise in medical health insurance coverage benefits and policies and is familiar with the rights of covered individuals and the responsibilities of the insurance provider. The "Plan" Administrator will furnish the Association with all pertinent data related to the dispute subject to the provisions of (7) following.
- (7) All data obtained by the "Plan" Administrator with respect to Insurance Claims shall be considered confidential and shall be disbursed to persons involved or connected with the "Plan" strictly on a need to know basis and such information shall be utilized for no other purpose than is necessary for the administration of the "Plan" and the payment of Claims. Any health data obtained by the "Plan" may not be used to discipline or dismiss an employee. The Parties will share the cost for the arbitrator as explained in ARTICLE 3, Level 4 (f).

- (8) A unit member who retires from the District or his/her surviving spouse will be allowed to remain covered members of the District Health Insurance Plan in effect upon the unit member's retirement. The premium cost shall be paid by the retiree or spouse according to the procedures adopted by the District.
- (9) Employees who submit Claims in accordance with the procedures established by the "Plan" and if the Claim is not disapproved in accordance with the "Plan" procedures, shall have said Claim paid (to the extent of the coverage provided) in a timely manner so that the employee shall suffer no financial loss as a result of the slow payment of a Claim. It shall be considered that the employee suffered no financial loss if such Claim is paid within a reasonable period of time in comparison to the payment of similar Claims by BC/BS or other well known Health Insurance Plans.
- (10) For new employees, coverage under the "Plan" shall be automatic and effective unless the employee declines the coverage in writing. Such a waiver shall be filed in the employee's personnel folder. An employee may reconsider and join the "Plan" at a later date by notifying the employer, in writing, of his/her desire of coverage. Coverage under the "Plan" will commence on the first day of the month following the employer's receipt of the request for coverage.
- (11)(a) An employee whose spouse works for the same District or another School District participating in the "Plan", may enroll in the "Plan" with no lapse in coverage if their spouse's coverage ceases for any reason. In no event shall there be double coverage in the "Plan".
- (11)(b) The Board reserves the right to select a carrier provided that present benefits are not diminished nor are there lapses in the coverage during any conversion. The Association must be notified in advance of any proposed change of carrier and the reasons for such change.
- (12) Buyout. Any unit members eligible for family coverage under the "Plan" who document insurance coverage elsewhere e.g., a spousal family plan, are eligible for a health insurance buyout from the district.

Any unit member who participates in the buyout option will receive the following dollar amounts from the District as a salary stipend or contribution to flex plan.

- For 2005-06, prorated - two thousand dollars (\$2,000) or shared savings plus one hundred dollars (\$100), whichever is greater.
- For 2006-07, seventeen hundred dollars (\$1,700) or shared savings, plus one hundred dollars (\$100), whichever is greater.
- For 2007-08, 2008-09, 2009-10, seventeen hundred dollars (\$1,700) or shared savings, whichever is greater.

This buyout is also open to spouses if both husband and wife are unit members or employees of the District. Written notice of the buyout option will be given to the District by June 30th of each year or within 15 days of hire for new hires. If the employee chooses the buyout option and finds during the year that he/she needs to re-enter the "Plan" for health insurance coverage, he/she may do so at the first of the next month at the member's own expense. Part-time employees are eligible for this buyout at a proportionate rate to that cited in Section I.A(I).

- (13) If the Board of Directors of the Allegany-Cattaraugus Schools Medical Health Plan provides Domestic Partner (as defined in Article 4 Absence from Duty, Section 3 Sick Leave C.1.) coverage in either the Preferred Provider Organization or the Point of Service Plan (provided the District offers such plans) the District will offer such coverage as provided in the Contract to unit members who meet the criteria during the open enrollment period.

Section 2: Disability Insurance

- A. The Board shall provide payroll deduction privileges for any teacher wishing to enroll in a group disability income protection plan. (In addition to that provided for in A above.)

ARTICLE 6 - OTHER PAYROLL DEDUCTIONS

Section 1: Tax Sheltered Annuity/Credit Union

A. Tax sheltered annuities, IRA'S, Mutual Funds, or credit union programs must have five (5) or more employees participating to be available for payroll deduction.

Section 2: Deductions for AFLAC

A. The District will permit employees, under the auspices of the Cuba-Rushford Central School District IRS Section 125 Plan, generally known as the Cafeteria Plan, to request that payroll deductions be taken from regular paychecks on a pre-tax basis, unless the employee notifies the District otherwise during the open enrollment period, and be used to pay premiums for either the following provider, or a like provider at the mutual agreement of the District and Association, for so long as the length of this contract or until such time as the District incurs expense for such benefit.

1. AFLAC NY's Short-Term Disability Coverage;
2. AFLAC NY's Cancer Protection Coverage;
3. AFLAC NY's Direct Cash - Hospital Indemnity Protection Coverage;
4. AFLAC NY's Dental Policies; and
5. AFLAC NY's Accident Policies (with or without disability rider.)

This benefit will only be provided in accordance with Cafeteria Plan Rules, and Federal and New York State Law and Regulation.

ARTICLE 7 - WORK DAY, WORK LOAD, WORK YEAR

Section 1: Work Day

- A. Teachers work day shall begin no earlier than 8:00 a.m. nor end later than 3:30 p.m.
- B. Teachers are to remain on campus for seven (7) hours and ten (10) minutes each day, except Friday or the day before a holiday, when it shall be five (5) minutes after the buses leave, or as long thereafter as may be required to perform professional duties. Professional duties include faculty meetings, parent conferences, assisting and counseling students and consulting with pupil personnel services staff.

Any new building/transportation schedule must comply with the "B" above - teacher day / time and contractual restrictions. It is not the intent of the parties to increase pupil contact time for teachers by the design of such new building/transportation schedule.

- C. Except as may be restricted in this contract, the District may require teachers to attend meetings during the teacher work day. In addition, the District may require teachers to attend department, grade-level or building faculty meetings before or after the teacher work day. If such meetings are held before the work day, they will start no more than one-half hour prior to the start of the work day and if they are held after the work day, they will start no more than one-half hour after the end of the work day. Except in emergencies, teachers will be given at least two days prior notification of such meetings before or after the teacher work day. The District will make every reasonable effort to limit the lengths of such meetings after the work day to no more than 90 minutes. The District may require teachers to attend such meetings before or after the work day without additional pay only twice per month. The District may also require any teacher to attend one additional meeting before or after the work day each month and the teacher will be paid the negotiated professional hourly rate for attending this additional meeting with a minimum payment of one hour.
- D. A sincere effort will be made to keep down the number of meetings a teacher is required to attend and such meetings shall not be of such a nature whose purpose could be accomplished by administrative or supervisory bulletins. In no case should meetings during the school day be held during a teacher's lunch period or first preparation period except in emergencies or if no other reasonable time is available.

E. A maximum of 4 one-half days per year will be provided for elementary teachers for grade level planning, multi-level planning, technology study, curriculum work and meetings with administrators and parents. These days will be planned in cooperation among the teachers and administrators and are in addition to the traditional parent conferences and/or Superintendent days.

F. Preparation periods should be used for preparing lesson plans, grading student work, and/or similar professional responsibilities.

G. Teachers may leave the campus during their thirty (30) minute duty free lunch. Teachers who, due to unforeseen circumstances need to leave the campus at another time may do so upon notification of the Building Principal or his/her designee. The teacher will sign in and out.

Section 2: Work Load

A. Elementary School

1. Elementary Teachers shall be provided with a thirty (30) minute duty-free lunch period.
2. All K through 5 teachers will be scheduled for 260 minutes of duty-free preparation time each week with a minimum of 30 consecutive duty-free preparation minutes each day. Elementary teachers will not be assigned duty for the last 15 minutes of the teacher work day on any student attendance day.

B. Secondary School

1. The following paragraphs (B 1 - B-10) will apply to all secondary teachers:
2. Teachers shall not be assigned any duty during the first five minutes and last 10 minutes of the teacher work day on any student attendance day. The work day for all full-time teachers at the middle school/high school will start and end at the same time. All secondary teachers will have a 30 minute duty-free lunch period excluding passing time.

3. All secondary teachers may each be assigned a total of 1380 instructional and supervisory minutes per 5 day week. Sixty of these 1380 minutes will be used to assign teachers to the halls on a rotating basis. The remaining 1320 minutes may be assigned at the District's discretion and in accordance with the terms of this contract. All secondary teachers in a department of 2 or more teachers may be assigned a maximum of four different courses, but the District will make a reasonable effort to assign less than this maximum. All secondary teachers will receive at least one duty free preparation period per day.
4. The length of the duty free preparation period for all secondary teachers will be equivalent to, but not less than, the length of the period most frequently occurring for all secondary teachers.
5. A science lab or remediation assignment will be considered instructional time, but will not be considered a different course for the purpose of determining the number of different courses assigned to a secondary teacher. After consultation with the teachers in the affected departments, the District will reasonably endeavor to (1) schedule a lab or remediation student to the teacher assigned to teach that student the course related to the lab or remediation; and (2) limit remediation assignments to as few grade levels as reasonably possible.
6. The Association and a tenured teacher may voluntarily accept an assignment for that teacher which exceeds the restrictions in this paragraph (B2-B10). If such an assignment is accepted by the Association and the teacher, the District, the teacher and the Association will sign a memorandum recording the assignment and the teacher's acceptance
7. The District will have the right to elect and implement a schedule. Such schedule(s) must comply with the requirements of this contract. The District will forward to the Association on or before May 1 of each school year, the master schedule intended for the next school year and will meet as soon as practicable thereafter with the Association to discuss the master schedule. In addition, if a major revision in the structure of the schedule is intended by the District, the Association will be notified of the revision and offered an opportunity to review

and discuss the revision with the Superintendent before the revision is implemented. If the District implements the Campbell schedule as utilized in the 2000-2001 school year or any schedule which provides that non-elective course in math, science, social studies and English will meet 3 times a week, it must comply with paragraphs (b) of Article 7, Section 2(B) and Section 5 of Article 7 of the 1996-1999 contract. (Appendix C)

8. The District may assign any or all supervisory responsibilities to persons outside the bargaining unit, but this process will not cause a reduction in the number of full time secondary teachers in the bargaining unit.
9. All time in the teacher work day remaining after the assignment of instructional time, preparation periods, supervisory periods, and lunch may be assigned at the District's direction for common planning or individual preparation.
10. Grading Regents Exams. The Memorandum of Agreement executed on June 22, 2004 (Appendix D) and the benefits provided therein shall be in effect until June 30, 2010 at which time such benefit shall be terminated.

C. Exceptions which cause a teacher(s) to lose their normally scheduled preparation time will be explained in writing within five (5) school days if required.

Section 3: Work Year

The maximum number of work days each school year for all teachers will be 184. The work year will begin on or after September 1 and end no later than June 30. If the work year begins before Labor Day, the District will not schedule more than two work days prior to Labor Day. No work days will be scheduled on the Friday before Labor Day. Work days prior to Labor Day will be used by the K-12 teaching staff as Superintendent inservice days. These days will count toward the fulfillment of the 184 work day year. It is expected that teachers will attend any scheduled inservice days prior to Labor Day. If a teacher is unable to attend the Superintendent's inservice day(s) prior to Labor Day, the teacher will collaborate with a District administrator to determine the nature and content of the proposed makeup inservice time. The time equivalent shall be 6 hours per day. In the event that a school year's calendar contains in

excess of 184 work days, the excess days not used as snow days or emergency closing days will become vacation days.

Section 4: Cafeteria Duty

The District may solicit teacher volunteers through posting to provide coverage for supervising student lunch periods. The District may schedule individuals for this duty on a rotating basis. The District shall compensate each teacher who serves as a lunch period supervisor at a rate of \$16 (sixteen dollars) per thirty (30) minutes pro rata. Daily instructional and supervisory minutes of teachers who serve as lunch period supervisors will not be diminished, as teachers will volunteer for this duty. Such duty will be in addition to any and all student contact time specified in ARTICLE 7 Work day, Workload, Work Year, Section 2(B)(3) and all other parts of this contract. Teachers who agree to this duty may terminate their service with fifteen (15) school days written notice to the Superintendent prior to the conclusion of the semester.

Section 6: Distance Learning

A. With the understanding that technology should enhance the quality and relevance of the educational program, while insuring effective use of our resources, the District and the Association will support the use of educational technology and the delivery of instruction. This would include Distance Learning.

1. The parties acknowledge and confirm that participation in a 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 involves bargaining unit work in sending classes only.
2. The use of the Distance Learning Program shall not directly cause any bargaining unit member to be laid off or reduced from full-time to part-time employment.
3. Teacher participation in the Distance Learning Program shall be voluntary.

4. Distance Learning program positions shall be posted in house to provide District personnel the right of first refusal.
5. Distance Learning equipment shall not be used to monitor the performance or to evaluate unit members. Unit members participating in the Distance Learning Program shall be evaluated at the Cuba-Rushford site(s), and in the same manner as all other unit members, in accordance with the terms of this collective bargaining agreement.
6. The District will provide technical personnel to set up and take down equipment and to maintain and repair equipment utilized in Distance Learning classes including faxes or mailings.
7. Any sending class will have no more than twenty (20) students (all sites combined). Any course offered by the district in which eight or more Cuba-Rushford students are enrolled will be offered with Cuba-Rushford as the host school.
8. A teacher with Distance Learning assignments during the school day will be provided with one additional preparation period per week.
9. Within six months of becoming a sending school, any Distance Learning host teachers, secondary Guidance, the Association President and Administration will meet to review contract language regarding Distance Learning.
10. Teachers of a sending class will not be responsible for the discipline of students in another site receiving class other than to notify the Administration at the receiving school if they were to observe misconduct at the other site.
11. A sending teacher who instructs a course outside of regular school hours will be reimbursed at a professional hourly rate for the hours of instruction plus one hour per week. Such instruction shall be independent of work load issues of the regular school day.

12. A teacher may request the Superintendent to provide additional assistance in the classroom.

ARTICLE 8 - TEACHER EVALUATION PROCEDURES / MENTORING

Section 1: Policies Regarding Teacher Evaluation Procedures

- A. All classroom monitoring or observation of the performance of a teacher will be conducted openly and with full knowledge of the teacher.
- B. A teacher who has been formally observed shall be given a written evaluation by the observer at least one (1) work day prior to the conference at which the observation will be discussed.
- C. The conference regarding the written evaluation from (A) above should, unless there are valid reasons, be held within five (5) work days after the observation.
- D. At the conclusion of the conference in (C) above the teacher shall sign the evaluation report. This signature indicates that the teacher has read the evaluation and discussed it with the observer. It does not indicate acceptance or rejection of the contents of the evaluation. The signed evaluation, as well as any written comments of the teacher if requested by the teacher, shall become a part of the personnel file.
- E. All other formal observations or monitoring of a teacher's performance which are to become a part of the personnel file shall, when possible and/or practical in the opinion of the observer, follow the procedures outlined in B, C, & D above.
- F. A probationary teacher will be informed of the Superintendent's recommendation to the Board of Education not to appoint the teacher to tenure within the time limits required by law.
- G. Ethical Practices - Teachers will be informed by the procedures in B, C, & D above of any oral or written criticisms by other than administrative personnel which shall become a part of their personnel file. This includes the right to offer a written response to the material in question.
- H. Non-tenured teachers will be observed and formally evaluated at least twice a school year.

Section 2: Mentoring

Mentors and mentees will follow the Cuba-Rushford Mentoring guidelines. Mentors will receive an annual salary stipend of five hundred dollars (\$500). No change of mandatorily negotiable items in the mentoring guidelines may occur without the agreement of the District and Association.

ARTICLE 9 - PERSONNEL FILE

Teachers will have the right, upon request, to review with or without a representative of their choice the content of their personnel file, and the right to add material by way of explanation to any statement found therein. Pre-hire information, as well as any information that the teacher has acknowledged as being confidential information at its source, should not be shown to the teacher and should be withdrawn from the file at the time of inspection. However, all other information will be available for inspection and may be mechanically reproduced. No derogatory material shall be placed in a teacher's personnel file unless the teacher has first signed a copy to be filed. The teacher's signature on the file copy indicated knowledge of the document. If a teacher refuses to sign or is unavailable, the Superintendent will note that on the document, place it in the file and mail a copy to the Union President.

There shall be one official personnel file in which original documents pertaining to individual teachers shall be kept. The placement of said file will be made known to the Association at the beginning of each school year. If said official file should be relocated, the District will notify the Association of said change location.

ARTICLE 10 - GRADUATE HOURS, SALARY PROVISIONS

Section 1: Graduate Hours

A. Approved graduate hours earned before July 1, 2001 and those earned on or after July 1, 2001 will be paid as explained in Appendix A. All proposed graduate hours or Master's degree program must be submitted in advance of the commencement of the course or program to the Superintendent for his/her approval. Such approval shall not be unreasonably withheld. All approved graduate hours either taken individually or as a portion of an approved Master's program will be paid.

1. All in-service workshops must receive the prior approval of the Superintendent. A form for such approval, including the equivalent graduate credit hours shall be available in the main office. In-service workshop credit will be compensated at the same rate as graduate hours. If no credit hours are established the in-service committee shall make a recommendation to the Superintendent who shall establish the credit hours granted.
2. The in-service committee referred to in I shall be composed of two (2) members appointed by the Association and two (2) members appointed by the Superintendent. This committee shall make recommendations to the Superintendent, in writing, for in-service course offerings and the credit hours to be earned. The Superintendent shall give a written response to these recommendations within thirty (30) days.

B. The District shall pay for each Master's and Doctorate as explained in Appendix A.

Section 2: Salary Provisions

A. New hires will be paid an annual base salary of no less than Step I on Appendix A.

B. The Board of Education, at its discretion, may or may not grant credit for previous experience. Credit for previous experience, if granted, will be paid at an annual salary at least equivalent to that of the lowest paid teacher on the staff with the same comparable experience and education.

C. The base salaries for the school years 2005-10 shall be computed by utilizing the salary schedule attached hereto as Appendix A.

D. All teachers employed in a professional capacity during a period when school is not in session (weekends, holidays, holiday recesses and summer vacation) shall be compensated as indicated below. The teacher shall not receive any payment provided for herein, if, as a part of other compensation paid to the teacher, the duties performed during the period when school is not in session are required of that paid position. The professional hourly rate will be as follows:

For school years 2005-06 and 2006-07:

Twenty-five dollars (\$25) per hour up to four (4) hours per day.

For school years 2007-08 and 2008-09:

Twenty-six dollars (\$26) per hour up to four (4) hours per day.

For school year 2009-10:

Twenty-seven (\$27) per hour up to four (4) hours per day.

E. Teachers who work ninety (90) days or less in a school year shall not advance a step on the salary schedule. Teachers who work ninety-one (91) days or more in a school year shall advance a step on the salary schedule.

F. The District will not require unit members to substitute for others during their preparation periods' Unit members may freely and without reprisal volunteer to substitute for other teachers with the approval of the building principal. In the event there is a shortage of substitutes for grades 6-12 and the District has exhausted all other avenues, the District may solicit for tenured teachers to voluntarily give up one preparation period to cover one period. The teacher who covers will receive a remuneration of one (1) hour of the professional hourly rate as specified in "D" above for one period of coverage.

G. The District will pay \$500 stipend to any teacher who volunteers to attend the BOCES Curriculum Camp. Any teacher who voluntarily attends such camp and receives such pay must also attend a maximum of 2 of the follow-up meetings with a maximum total meeting time of 180 minutes.

H. If a teacher accepts the District's request to teach a summer workshop, the District will pay such teacher \$23 for each hour of instruction.

I. Any bargaining unit employee required by the District, as part of such employee's regular schedule, to travel between Cuba and Rushford during the teacher work day to perform duties for the District will be paid \$250 for a full school year of such travel to reimburse the employee for travel expenses. Any bargaining unit employee required by the District, as part of such employee's regular schedule, to travel between Cuba and the Southern Tier Non-Secure Detention Center be paid \$100. For a full school year of such travel to reimburse the employee for travel expenses. Travel time under this paragraph will not be considered instructional time, lunch or preparation time.

J. Summer school teachers will be paid \$800 for 30 hours of instruction, proctoring and District required attendance at meetings. This compensation will be \$1200 for 45 hours of such duties and \$1600 for 60 hours of such duties. No additional compensation will be paid for a summer school teacher's additional duties.

EXTRA CURRICULAR ASSIGNMENTS

Extra curricular assignments except as noted below will be compensated according to the following chart.

Advisors	# of	2005-06 2006-07 2007-08	2008-09 3%	2009-10 3%
Backpacking	1	\$1,373	\$1,414	\$1,457
Class, Senior	2	\$1,373	\$1,414	\$1,457
Class, Junior	2	\$1,030	\$1,061	\$1,093
Class, Sophomore	2	\$687	\$708	\$729
Class, Freshman	2	\$687	\$708	\$729
FFA	1	\$1,201	\$1,237	\$1,274
Newspaper	1	\$1,030	\$1,061	\$1,093
National Honor Society	2	\$687	\$708	\$729
SADD	1	\$687	\$708	\$729
Scholastic Challenge Advisor	1	\$343	\$353	\$364
French	1	\$1,030	\$1,061	\$1,093
Spanish	1	\$1,030	\$1,061	\$1,093
Senior Trip		\$429 / day	\$442 / day	\$455 / day

Spirit Club	1	\$1,373	\$1,414	\$1,457
Student Council H.S.	1	\$2,060	\$2,122	\$2,185
Yearbook	1	\$3,433	\$3,536	\$3,642
Yearbook as a class assignment	1	\$1,716	\$1,767	\$1,821
± Musical / Drama Director	1	\$1,373	\$1,414	\$1,457
Musical Vocal Music Director		\$1,201	\$1,237	\$1,274
Musical Instrumental Music Director		\$1,201	\$1,237	\$1,274
Musical / Drama Assistant Director		\$1,030	\$1,061	\$1,093
Musical Rehearsal Accompanist		\$687	\$708	\$729
Musical Choreographer		\$687	\$708	\$729
Technical Assistant - Light		\$687	\$708	\$729
Technical Assistant - Sound		\$687	\$708	\$729
Technical Assistant - Scenery		\$687	\$708	\$729
Costumes / Props		\$343	\$353	\$364
Baseball / Softball – Coach, Varsity		\$2,746	\$2,828	\$2,913
Baseball / Softball – Coach, JV		\$1,888	\$1,945	\$2,003
Baseball / Softball – Coach, Modified		\$1,545	\$1,591	\$1,639
Basketball – Coach, Varsity Boys & Girls	1 ea	\$3,432	\$3,535	\$3,641
Basketball – Coach, JV Boys & Girls	1 ea	\$2,403	\$2,475	\$2,549
Basketball – Coach, Jr. High Boys & Girls	1 ea	\$1,545	\$1,591	\$1,639
Basketball – Coach, Saturday a.m. B&G	1 ea	\$1,030	\$1,061	\$1,093
Basketball – Coach, Saturday a.m. Assist		\$687	\$708	\$729

Advisors	# of	2006-06 2006-07 2007-08	2008-09 3%	2009-10 3%
Scorer		\$1,030	\$1,061	\$1,093
Cheerleading - Basketball	1	\$1,716	\$1,767	\$1,821
Cheerleading - Football	1	\$1,373	\$1,414	\$1,457
Cross Country	1	\$2,746	\$2,828	\$2,913
Cross Country Coach Jr. High		\$1,544	\$1,590	\$1,638
Envirothon		\$343	\$353	\$364
Faculty Manager of Athletics		\$4,119 + 1 period / day	\$4,243 + 1 period / day	\$4,370 + 1 period / day
Football Coach, Varsity	1	\$3,432	\$3,535	\$3,641
Football Coach, Assistant	2	\$2,403	\$2,475	\$2,549
Golf		\$2,746	\$2,828	\$2,913
Monitors – Bus and Doors		\$30/ 1 event/night \$45/ 2 event/night	\$31/ 1 event/night \$46/ 2 event/night	\$32/ 1 event/night \$47/ 2 event/night
Monitors - Timers		\$30/ 1 event/night \$45/ 2 event/night	\$31/ 1 event/night \$46/ 2 event/night	\$32/ 1 event/night \$47/ 2 event/night
Monitors - Scorers		\$30/ 1 event/night \$45/ 2 event/night	\$31/ 1 event/night \$46/ 2 event/night	\$32/ 1 event/night \$47/ 2 event/night
Music – Band and Choral		Professional hourly rate with Superintendent's or his/her designee's prior approval for hours		
Soccer – Coach, Varsity		\$2,745	\$2,827	\$2,912
Soccer – Coach, JV		\$2,059	\$2,121	\$2,184
Soccer – Coach, Modified		\$1,716	\$1,767	\$1,821
Swimming - Assistant		\$2,230	\$2,297	\$2,366
Swimming – Coach Varsity		\$3,432	\$3,535	\$3,641
Swimming - Modified		\$1,716	\$1,767	\$1,821
Supervisors – Fitness Room		\$12 / hr with Superintendent's or his/her designee's prior approval for hours.	\$12.50 / hr with Superintendent's or his/her designee's prior approval for hours.	\$13 / hr with Superintendent's or his/her designee's prior approval for hours.
Supervisors - Pool		\$20 / hour with Superintendent's or his/her designee's prior approval for hours.	\$21 / hour with Superintendent's or his/her designee's prior approval for hours.	\$22 / hour with Superintendent's or his/her designee's prior approval for hours.
Tennis – Coach, Boys		\$2,746	\$2,828	\$2,913
Tennis – Coach, Girls		\$2,746	\$2,828	\$2,913

Advisors	# of	2005-06 2006-07 2007-08	2008-09 3%	2009-10 3%
Ticket Seller		\$25 / event \$40 / 2 events	\$26 / event \$41 / 2 events	\$27 / event \$42 / 2 events
Track – Coach, Varsity Boys and Girls	1 ea	\$2,746	\$2,828	\$2,913
Track – Coach, Assistant B&G	1 ea	\$1,888	\$1,945	\$2,003
Track – Modified, Boys and Girls	1 ea	\$1,716	\$1,767	\$1,821
Volleyball – Coach, Varsity B&G		\$2,746	\$2,828	\$2,913
Volleyball – Coach, JV Girls		\$1,888	\$1,945	\$2,003
Volleyball – Coach, JV Boys		\$1,888	\$1,945	\$2,003
Volleyball – Coach, Modified		\$1,716	\$1,767	\$1,821
Wrestling		\$2,403	\$2,475	\$2,549

Coaches will be paid Twenty-five Dollars (\$25.00) per day for each day of coaching after the first round of sectional play. This is for weekdays only or games played on Saturday.

Due to compensations allowed for extra-curricular assignments, the supervision of extra-curricular activities shall be placed first on a voluntary basis and supervisors of said activities shall be appointed according to their qualifications, recognizing however that the supervisor so chosen, whether voluntary, or assigned must be chosen primarily on the basis of his or her qualifications to perform the task assigned.

Elementary teachers shall not be appointed, but may volunteer, to supervise activities involving Junior or Senior high students such as monitoring bus trips to football and basketball games. The supervisor so chosen, whether voluntary or assigned must be chosen primarily on the basis of his or her qualifications to perform the task assigned.

Teachers holding the above positions shall be given a continuous program experience increment of five percent (5%) of base salary for the position when they begin their fifth (5th) consecutive year of service in the position and five percent (5%) when they begin the tenth (10th) consecutive year. Each additional five (5) years of consecutive service earns an additional five percent (5%) experience increment. Prior continuous program experience means each year of continuous prior coaching experience in the district within a single program. Prior service in a program will only count when a coach/advisor moves up or maintains level in the same program.

Elementary, Middle, and High School programs will be considered independently (i.e., A Junior-Varsity or Varsity coach will not receive prior credit for modified service.

Faculty position openings or staffing changes will include a process of shared decision making involving representatives of the affected members of the department or curricular areas.

Summer School Driver Ed Teacher will be compensated at 2.2% per car section and 1.75% per class section. These percentages will be calculated using Step 2 of the teacher's base salary schedule. Guidance counselors and the Agriculture teacher will also be paid an extra month's salary for the eleventh month.

ARTICLE 12 - STUDENT DISCIPLINE

A four (4) person committee shall be established consisting of two (2) members appointed by the District, two (2) members appointed by the Association, and if agreeable to both parties, a student observer. They shall be responsible for proposing suggestions for the change of the rules and regulations governing student conduct for grades 6-12. The proposed handbook shall be a recommendation for the consideration of the Board of Education in its establishment of a discipline policy. The committee shall annually review the Handbook and its impact in order to make any additional recommendations for the Board of Education's consideration with regards to its policy on student discipline.

ARTICLE 13 - TEACHER ASSIGNMENT

The District will design a form which teachers who desire a change in building or grade level assignment may make their wishes known. Open unit positions will be posted in house. If an involuntary transfer of building is necessary, seniority with the District will be a strongly considered factor in determining who remains in his/her present assignment.

A teacher whose instructional area may be changed shall be involved in such contemplated change prior to a decision being reached. Where such teacher is unavailable, the Association leadership shall be consulted. Final decisions regarding teacher assignments, however, shall remain with the District. Reasonable effort will be made by the administration to effect such change before June 30th preceding the commencement of the fall term. Each party to this contract concedes that it is desirable for the students that the teachers receive as much notice of a change in an instruction area as it is possible to give to said teachers to enable the teachers to properly prepare for their new assignments, but also that circumstances often require sudden or unexpected changes, or make notices to and consultation with teachers after said change is scheduled impossible.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

A. This AGREEMENT shall constitute the full complete commitments between both parties and may be altered, changed, added to or portions deleted or modified only through the voluntary, mutual consent of the parties in a written, signed amendment to this AGREEMENT. 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, 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 OF EDUCATION provided that it files such a request with the BOARD OF EDUCATION within five (5) calendar days after receipt of said notice, this provision shall not apply to provisions of any existing contract, nor to new contract negotiations.

B. The AGREEMENT shall supersede any rules, regulations, or practices of the BOARD which shall be contrary to or inconsistent with its terms.

C. 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 arrangements, agreement, or contract hereafter executed shall be made subject to and consistent 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.

D. If any provision of this AGREEMENT or any application of the AGREEMENT to any teacher or group of teachers shall be found contrary to law, then such provision or application 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.

E. Copies of this AGREEMENT shall be printed at the expense of the BOARD and given to all teachers now employed, within two (2) weeks after its execution. Teachers newly employed during the term of the contract will be furnished with a copy of same at the time of their commencement of employment. The District will additionally provide the Association with fifteen copies of the printed contract each year of the Agreement.

F. The administration will deduct association dues in equal deductions during the school year beginning with the pay period after the Association notifies the Business Office of the names of the members of the Association and the total amount of the annual dues.

G. The pay period for staff (ten month employees) shall be every other Friday throughout the school year, starting with the Friday of the second full (Monday through Friday excluding holidays) week of school in September.

H. In the event that funds initially allocated to departments have to be transferred, The Principal shall, whenever possible, notify said department of such transfer prior to its occurrence

I. A teacher who is assigned a student with a disability as defined by the IDEA and or Section 504 will be adequately trained to educate such student as the District determines. Such training may be done during the work day or outside the teacher work day. If the training occurs outside the work day, the teacher will be compensated at the professional rate in the contract.

J. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

K. A teacher may request the Superintendent to provide additional assistance in his/her classroom.

ARTICLE 15 - PROCEDURES FOR DETERMINING SENIORITY, TENURE AREA AND ORDER OF LAYOFF

A. Unit Members' Substantive Rights. Teachers' seniority, tenure areas and order of layoffs or reduction of services shall be as prescribed by the Education Law, Rules of the Board of Regents, and the decisional law thereunder. Nothing in this article shall be construed as granting, modifying or withdrawing any such rights, except that such rights shall be asserted only pursuant to the following procedures, and any other procedures are hereby waived.

B. Seniority List. Association will involve itself with the District's seniority list with time lines for agree/disagreements.

C. Procedure For Objecting To Determination Of Seniority Or Tenure Area. Any teacher may object that his/her placement on the seniority list was contrary to the Education Law, rules of the Board of Regents, and/or the decisional law thereunder, by filing a seniority list objection with the Superintendent of Schools within two (2) weeks after receiving the seniority list. Any such objection shall thereafter be asserted only in accordance with the procedures prescribed by Section E of this article. In the event that no such objection is filed, then the determination of seniority within the tenure area shall be conclusive.

D. Procedures For Objecting To Reduction Or Termination Of Services. Any teacher may object that the District's decision to reduce or terminate his/her services if that decision is contrary to the Education Law, Rules of the Board of Regents, and/or the decisional law thereunder, by filing a reduction/termination objection with the Superintendent of Schools within

two (2) weeks after the date he/she is notified of such reduction or termination. A reduction/termination objection shall thereafter be asserted in accordance with Section E.

E. Objection Procedures.

1. The Superintendent of Schools shall decide upon an objection within two (2) weeks after such objection is filed, or else it shall be deemed to have been constructively denied.
2. If the objection is upheld in whole or part, all other teachers in an affected tenure area shall be notified and be given two (2) weeks to file an intervening objection with the Superintendent of Schools. Thereafter any such intervening objection shall be asserted in accordance with paragraph 1, 3, 4, 5, and 6 of this section.
3. If any objection is not resolved to a teacher's satisfaction, the Association may arbitrate the said objection in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association (AAA), on condition that it serves its demand for arbitration on the District and the AAA within two (2) weeks after the Superintendent's actual or constructive decision, whichever comes first.
4. In arbitration, all related objections shall be consolidated and heard in one proceeding. All teachers in an affected tenure area or areas shall be given notice of the proceeding and an opportunity to intervene therein.
5. The arbitrator shall proceed in accordance with the AAA's Expedited Labor Arbitration rules, except that an award shall be rendered no later than four (4) weeks after the close of hearings. The award shall be final and binding upon the District, Association, and any unit member, whether or not such member has actually intervened or not.
6. In a seniority list proceeding, the arbitrator shall only have the power to redetermine an objecting teacher's seniority or tenure area. In a reduction/termination proceeding, the arbitrator shall not have the power to review the District's determination to reduce or terminate positions, but shall only have the power to determine which unit member(s) services should be reduced

or terminated. An arbitrator acting under this article shall have no power to issue any other remedy.

7. All arbitration decisions shall be based upon current laws, case decisions, Commissioner of Education decisions and Commissioner of Education rules and regulations that effect or control the issue to be decided.

F. Exclusivity of Procedure. Notwithstanding anything to the contrary in this Agreement, the Education Law, regulations, AAA rules, or elsewhere, the parties agree that this article prescribes the exclusive method for unit members to question the District's termination of his/her services. Any such termination shall be final and binding upon, and not subject to collateral attack by, any unit member, in any forum.

ARTICLE 16 - DURATION OF AGREEMENT

IN WITNESS WHEREOF, the said BOARD OF EDUCATION AND ASSOCIATION have hereunto executed this AGREEMENT, each by its duly authorized representative.

THE BOARD OF EDUCATION OF THE CUBA-RUSHFORD CENTRAL SCHOOL DISTRICT, CUBA, NEW YORK.

BY: *Anne Sturgard*
Superintendent

1-17-06
Date

BY: *[Signature]*
President, Board of Education

1-17-06
Date

BY: *Jill A. Robinson*
Association President

1-30-06
Date

APPENDIX A - SALARY SCHEDULE

	4.90%	4.20%	4.75%	4.75%	4.75%	4.50%
	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1	32,171	32,500	32,750	33,000	33,250	33,500
2	32,996	33,522	34,044	34,306	34,568	34,746
3	33,842	34,382	35,114	35,661	35,935	36,123
4	34,710	35,263	36,015	36,782	37,355	37,552
5	35,600	36,168	36,938	37,726	38,530	39,036
6	36,510	37,095	37,886	38,693	39,518	40,263
7	37,443	38,043	38,857	39,685	40,531	41,296
8	38,416	39,016	39,850	40,703	41,570	42,355
9	39,409	40,029	40,869	41,743	42,636	43,441
10	40,495	41,064	41,931	42,810	43,726	44,555
11	41,634	42,196	43,015	43,923	44,844	45,694
12	42,773	43,383	44,200	45,058	46,009	46,862
13	43,914	44,569	45,443	46,300	47,198	48,079
14	45,053	45,758	46,687	47,602	48,499	49,322
15	46,192	46,945	47,932	48,904	49,863	50,681
16	47,331	48,132	49,175	50,209	51,227	52,107
17	48,469	49,319	50,418	51,511	52,594	53,532
18	49,608	50,505	51,662	52,813	53,958	54,960
19	50,747	51,692	52,904	54,115	55,322	56,386
20	51,887	52,878	54,147	55,417	56,686	57,811
21	53,026	54,066	55,390	56,719	58,049	59,237
22	54,165	55,253	56,634	58,021	59,413	60,661
23	55,304	56,440	57,878	59,325	60,777	62,087
24	56,443	57,627	59,121	60,627	62,142	63,512
25	57,582	58,814	60,364	61,929	63,507	64,939
26	58,722	60,000	61,607	63,231	64,871	66,364
27	59,861	61,188	62,850	64,534	66,235	67,790
28	61,000	62,375	64,095	65,836	67,599	69,215
29	62,140	63,562	65,338	67,139	68,963	70,641
30	63,279	64,750	66,581	68,442	70,328	72,066
31	64,418	65,937	67,825	69,744	71,693	73,493
32	65,558	67,124	69,069	71,047	73,057	74,919
33	66,697	68,311	70,312	72,349	74,422	76,344
34	67,836	69,498	71,556	73,652	75,786	77,771
35	68,975	70,685	72,799	74,955	77,150	79,196
36	70,114	71,872	74,043	76,257	78,516	80,622

Grad Hours: Hours earned before 7/1/01: \$65
 Hours earned on or after 7/1/01: \$74

1st Masters: 2005-06, 2006-07 \$954
 2007-08 \$978
 2008-09 \$1,002
 2009-10 \$1,027

2nd Masters: \$1,060

APPENDIX B - Professional Growth Plan

(Effective beginning with the start of the 2001 – 2002 school year.)

1. On or before the 15th calendar day after the first student attendance day of each school year, each employee will submit to the unit member's Building Principal an individual professional growth plan identifying the professional growth activities the employee will undertake to improve the employee's knowledge of curriculum taught by the employee, the employee's instructional skills and/or the employee's interpersonal skills. The plan will also explain how the activities may improve the employee's professional abilities and may positively affect student achievement. The teacher and the Building Principal will thereafter meet to discuss the plan and the Principal may make suggestions to improve the plan, but the Principal may not dictate the content of the plan. The teacher may modify the plan at any time thereafter, but must inform the Principal in writing of any changes to the plan. A returning teacher may submit a professional growth plan for summer activities by July 1. Such activities shall be considered as meeting the professional development responsibilities for the next school year.

2. On or before June 30 of each school year, each employee will provide a written explanation to the Principal of what professional growth activities the teacher engaged in since the end of the last school year. The explanation will also include an explanation of how the activities impacted the employee's professional abilities and/or student achievement and an approximation of the number of hours the teacher was engaged in such activities.

APPENDIX C - Campbell Plan

Section 5: Campbell Plan - Effective with the start of 2001-2002 school year, this Section 5 will no longer apply unless the District implements such schedule in accordance with ARTICLE 7, Section B, Part 7.

A. Secondary teachers shall receive six (6) sixty minute preparation periods per week. It is understood that one (1) period a week may be used for coordination and collaboration as needed.

B. A tenured teacher can teach above eighteen (18) instructional periods per week if he/she requests it, and the Association President signs a Memorandum of Agreement.

C. The school day will begin no earlier than 8:00 a.m. and end no later than 3:30 p.m.

D. If it is necessary to schedule a secondary teacher to teach seven (7) periods, the teacher shall be given the choice of offering an elective or teaching a remediation class in their subject area as the seventh period of instruction. If a teacher is scheduled to teach seven (7) periods, he/she will have no non-teaching assignments.

APPENDIX D - Memorandum of Agreement executed June 22, 2004

CUBA-RUSHFORD SCHOOL DISTRICT
AND THE
CUBA-RUSHFORD TEACHERS' ASSOCIATION
2003 - 04 SCHOOL YEAR

Whereas New York State has placed additional end-of-year grading requirements on secondary teachers and whereas the above named parties wish to recognize the need for additional remuneration which is not specifically defined nor provided in the Negotiated Agreement, the parties covenant and agree to the following:

The teachers listed on the BACK OF THIS DOCUMENT will be needed to correct Regents Exams for classes or for students not enrolled in the teacher's actual classes. Therefore, each listed teacher shall receive a stipend based upon the additional work requirements upon the number of years of additional duties have been required upon receipt by the business office of a voucher verifying completion of this duty.

Additionally, the District will attempt to proportionately release these teachers from proctoring duties during Regents week.

All involved teachers will complete their grading and reporting duties in a timely manner, but not later than NOON Wednesday of Regents week with the exception of those Regents scheduled for Thursday and Friday of Regents week.

Teacher	Sections	TEST(S)	DAYS	RATE	STIPEND
		Earth Science	1		
		Earth Science	1		
		Bio & Physics	1		
		Biology	1		
		Chemistry	1		
		Math B	1		
		Math A & B	1		
		Math A	1		
		ELA	2		
		ELA	2		
		ELA	2		
		ELA	2		
		ELA	2		
		Global History	1		
		US History	1		
		Global History	1		
		US History	1		
		Integrated Algebra (2008)			
		Geometry (2009)			
		Algebra 2 & Trig (2010)			

