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

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**AGREEMENT BETWEEN THE  
CALEDONIA-MUMFORD TEACHERS ASSOCIATION  
AND  
SUPERINTENDENT OF SCHOOLS  
CALEDONIA-MUMFORD CENTRAL SCHOOL DISTRICT  
July 1, 2014- June 30, 2017**

## **PREAMBLE**

This agreement entered into by and between the Board of Education of Central School District No. 1, Towns of Caledonia, Livingston County; Wheatland, Chili, and Riga, Monroe County; and LeRoy, Genesee County; hereinafter called the "Board" and the Caledonia-Mumford Teachers Association, hereinafter called the "Association".

The Board and The Association firmly believe that the primary function of the Board, the Administration, the teachers and all other employees of the Central School District is to provide each child attending the district school with the type of educational opportunity which is best suited to his individual abilities and which will best equip each child to utilize his abilities to the greatest extent possible in later life.

The Board and the Association further recognize that the Board is the legally constituted body responsible for policy enactment under the laws of the State of New York, and that this responsibility which has been vested in the Board by the voters cannot be delegated, negotiated or reduced.

Finally, the Board and the Association believe that the objectives of the Central School District's educational programs can be realized to the highest degree when mutual understanding, cooperation and effective communications exist between the Board, the Administration and the Staff.

I. RECOGNITION

A. Nature and Terms

The Board of the Caledonia-Mumford Central School District does hereby define the following unit of employees for the purpose of collective negotiations and the settlement of grievances:

Included: All regularly employed classroom teachers requiring certification by the New York State Education Department, inclusive of kindergarten teacher(s), elementary teacher(s), secondary teacher(s), school librarian(s), school nurse(s), guidance counselor(s), reading coordinator(s), school psychologist(s), speech therapist(s), physical education teacher(s), music teacher(s), art teacher(s), home & careers teacher(s), technology teacher(s), temporary teachers who shall be defined as substitute teachers who are employed to replace teachers who are on leaves but are expected to return, language, special education, remedial math, remedial reading, teaching assistant(s). Temporary teachers shall be further defined as substitute teachers who are employed in the same position for a semester or more. Also included are any other regularly employed special area classroom teachers. Teachers shall be defined throughout this contract as all those in this category.

Excluded: Superintendent, Business Manager, Building Principal(s), Director of Special Education, Supervisor(s), and any other employee(s) assigned full-time responsibilities requiring administrative or supervisory certification by the New York State Education Department. All casual and substitute persons are excluded as are summer school teacher(s), adult education teacher(s), teacher aide(s) and other paraprofessionals. Also excluded are all other employees.

As exclusive negotiating agent, the Association agrees that it will accept into voluntary membership all employees in the unit as defined without regard to race, color, creed, national origin, sex or marital status or affiliation with other teachers' organizations.

The Board agrees that it will not negotiate with any other organization relative to the employees in the unit defined above, other than the Association, for the duration of this Agreement.

B. Evidence of Recognition

This recognition shall remain in full force and effect for the maximum period defined in Section 208c of the Law, provided that the Association submits to the Board satisfactory evidence that it continues to represent the majority of the employees in the unit. Such evidence shall be submitted on or before January 1<sup>st</sup> and shall consist of one of the following:

1. Signed current designation cards on permanent file with the District Clerk, OR
2. A signed and notarized affidavit from a responsible third party indicating that he has seen and counted current designation cards from a specified number of employees in the unit as defined above.

C. No Strike Provision

Pursuant to the requirements of Section 207 (3b) of the Public Employees' Fair Employment Act, and in consideration of the terms and conditions of this Agreement, the Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such a strike.

D. Academic Freedom

The teachers as individuals and through their committees and departments will be responsible for determining when and how to deal with current public issues according to the maturity and need of students with the policies of the Board.

E. Dues Deduction

The Board agrees to such deductions from the salaries of its employees for dues of the Caledonia-Mumford Teachers Association. Authorization must be individual and on a form provided by the Association. No later than ten days (10) prior to the third pay period, the Association will submit a list of members for whom dues shall be deducted and authorization cards for those who do not have cards on file.

The Association shall also certify the amount of dues to be deducted for each organization involved for the current fiscal year. Deductions will commence with the third pay period and continue in ten (10) equal installments.

Employees who leave the District prior to completion of payment of dues shall have the remaining amount owed the respective associations deducted from their final paycheck.

II. NEGOTIATION PROCEDURE

A. Time and Scope of Negotiations

1. No later than February 1<sup>st</sup> of the year in which the contract expires, the parties will enter into good faith negotiations over a successor agreement covering the following school year. If such an agreement is not concluded by May 1<sup>st</sup>, either party may request the use of mediation. Such mediation will be governed by the provisions of Section 209 of the Civil Service Law.
2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party and each party may select its representative from within or outside the school district. While no final agreement shall be executed without the 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.

B. Availability of Financial and Budgetary Information

The Association shall receive the minutes on record of the Board of Education.

C. Local Impasse, Processing and Appeal to P.E.R.B.

In the event that the Board and the Association have failed to achieve an agreement, either the Board or the Association may notify PERB in writing of the existence of an impasse. One copy of the notification shall be filed with PERB and another shall be served upon all other parties to the negotiations. Such notification shall specify:

1. The name, affiliation, if any, and address of the person issuing the notification.
2. The names and addresses of the other parties to the negotiations.
3. A statement that the Association involved is either certified or recognized.
4. A clear and concise statement of any other relevant facts.

D. Alterations, Changes and Additions

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

III. GRIEVANCE PROCEDURE

A. Declaration of Purpose

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

B. Definitions

1. A Grievance is a complaint by an employee of any alleged violation of any of the specific terms and conditions of the agreement between an employer and its employees.
2. The term Supervisor shall mean any Building Principal responsible for the area in which an alleged grievance arises.
3. The Chief Officer is the Superintendent of the District.
4. Association shall mean the Caledonia-Mumford Teachers Association.
5. Aggrieved Party shall mean the Association and/or any person or group of people in the negotiating unit filing a grievance.
6. Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
7. Hearing Officer shall mean any individual or Board charged with the duty of rendering decisions at any stage on grievances hereunder.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the lowest possible administrative level is encouraged.
2. A teacher shall have the right to be represented, or not to be represented, by the Association.
3. Each party shall have the right at reasonable times to all written statements or records pertaining to the grievance.
4. All grievance hearings shall be confidential and all documents, communications and records dealing with the grievance shall be filed separately from the personnel files of the participants. Except that the final record of settlement relating to discipline and/or discharge may be filed in the employee's official personnel file.
5. All reasonable efforts will be made to avoid interruptions of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

6. Nothing contained herein will be construed as limiting the right of any teacher to discuss the matter informally with appropriate members of the administration and having the grievance informally adjusted provided that the adjustment is not in violation of the terms of this Agreement and that the Association has been given an opportunity to present its views on the grievance.
7. The Chief 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 steps and all written decisions. The official grievance record shall be available for inspection or copying by the teacher and the Board, but shall not be deemed public record.

D. Time Limits

1. All grievances must be reduced to writing under the grievance procedure within fifteen (15) school *business* days of their occurrence or they shall be considered waived.
2. A grievance which is not answered within the time limits specified for the specific step of the procedure may be appealed to the next step of the procedure within the time which would have been allotted had the decision been communicated by the final day.
3. A grievance shall be considered settled on the basis of the last answer rendered unless appealed to the next step in these procedures within the time limits specified.

E. Procedures

1. Step One - Supervisor

- a. The aggrieved party will discuss the grievance with his Supervisor with the objective of resolving the matter informally. The Supervisor, after investigating the facts related to the grievance, shall render his decision orally within five (5) school business days of the meeting.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisor. Within five (5) school business days after the written grievance is presented to him, the Supervisor shall render a decision thereon in writing to the aggrieved party with a copy to the Association.

2. Step Two - Chief Officer

- a. If the aggrieved party and the Association are not satisfied with the written decision at Step One, a written appeal of said decision may be filed within ten (10) school business days after the issuance of the Step One decision. Copies of the grievance and of the written decision shall be submitted with this appeal.
- b. Within five (5) school business days of receipt of the appeal, the Chief Officer shall establish a meeting time for the grievance, such meeting to take place no later than ten (10) school business days after receipt of the appeal.
- c. The Chief Officer shall render his decision within five (5) school business days after the meeting. Such decision shall be in writing with copies to the aggrieved party and the Association.

3. Step Three - Board of Education

- a. If the aggrieved party and the Association are not satisfied with the decision rendered at Step Two, a written request for a meeting may be filed with the Board within five (5) school business days after receipt of the Chief Officer's answer.
- b. The Chief Officer shall submit all written documents pertaining to the grievance to the Board.
- c. The board shall notify all parties of a time and place when a meeting in Executive Session shall be held. Whenever possible, the meeting shall be within ten (10) school business days of receipt of the request.
- d. The Board shall render its decision within ten (10) school business days of the meeting. Such decision shall be in writing and shall be submitted to the aggrieved party and the Association.
- e. The grievance shall be considered settled on the basis of the answer provided above, except that:
  - (1) It is understood that a decision by the Board relative to a grievance involving the interpretation and administration of Federal or State Law may be appealed to the Commissioner of Education if such appeal is provided under the Law.
  - (2) A decision by the Board relative to a grievance involving the interpretation and administration of this Agreement may be appealed through the arbitration procedure outlined below.

4. Step Four - Arbitration

- a. If the teacher and the Association are not satisfied with the decision at Step 3, the grievance may be submitted to arbitration by a written demand for arbitration served upon the Clerk of the Board of Education within ten (10) school days of the decision at Step 3.
- b. Within five (5) school days after such written demand of arbitration, a request for a list of arbitrators will be made to the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association with regard to the selection of the arbitrator.
- c. Submission of a grievance at this stage shall constitute the sole means for resolving the grievance. All other courses of action or remedies, with exception of a negotiated settlement, shall be barred. Election of an alternative course of action or remedy prior to the submission of the grievance at this stage shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.
- d. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days, or as otherwise mutually agreed upon, from the date of the close of the proceeding. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issue(s) submitted by the parties.
- e. The authority of the arbitrator shall be limited to an interpretation of the provisions of the agreement as they apply to the grievance before the arbitrator, and the arbitrator shall have no power or authority to add to, subtract from, or alter in any way, any of the provisions of this agreement.
- f. No decision of the arbitrator shall create the basis for retroactive adjustment in any other case.
- g. The decision of the arbitrator shall be final and binding upon all parties. The fees and expenses of the arbitrator shall be borne equally by the parties. Each party bears its own costs associated with grievance administration and arbitration.



IV. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Requests

All requests for travel and attendance at a meeting involving expenses which are reimbursable by the Board of Education must be approved, rejected or clarification requested by the Building Principal and Superintendent within ten (10) school days of receipt of the request by the Building Principal. All requests to attend an overnight conference must be submitted to the immediate supervisor at least thirty school days in advance.

B. Expense Allowance and Payment Procedures

Personnel must pay all costs of their trip out of personal funds, unless the program has a tuition or registration fee that may be paid directly by the Board of Education. Reimbursement for expenses will be made on the basis of approved items listed on a voucher submitted to the Board of Education at a regular meeting following the trip. No payments will be made in advance to the teacher. Vouchers must be submitted at least five (5) school days prior to the Board meeting and reimbursement will be made within ten (10) school days of Board approval. Unit member(s) shall provide a written summary report of the activity to his /her immediate supervisor when submitting vouchers for reimbursement of expenses.

C. Travel Regulations

1. Itemized receipts are necessary for hotel lodging, thruway fees, parking charges, public transportation and registration fees. Failure to provide these receipts will result in the loss of reimbursement. The State Department of Audit and Control demands these receipts as proof of participation.
2. The district reserves the right to arrange all transportation in the most cost-effective manner. Transportation by personal car shall be reimbursed on a per mile basis at the maximum allowable IRS rate.

V. TEACHER PROTECTION AND STUDENT DISCIPLINE

A. Teacher Protection and Reports

- 1.a. No tenured teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause, in accordance with Section 3020.A. of Education Law with regards to employee discipline and discharge.
- 1.b. The District will abide by Section 3031 of Education Law (fair dismissal law) in regards to probationary teachers.
2. A teacher will report, in writing, within the time limits and procedures set forth by state and federal laws and contained in existing Board policies all cases of assault and/or battery, or five school business days in the case of sexual harassment/abuse suffered by them in connection with their employment to their building principal or immediate supervisor. A copy of this report will also be forwarded to the Superintendent and to the President of the Association.
3. Each teacher is charged with maintaining order and discipline in their particular classroom and/or the area of their teaching assignment and with reporting the names of those students or persons who are disruptive, abusive in their language or acting in a threatening manner to other students, to the main office.

VI. TEXTBOOKS AND SUPPLIES

A. Recommendations

Teachers will have the right to make recommendations in the selection of textbooks, supplementary materials and classroom supplies for their department or grade level.

VII. TEACHER EVALUATION AND RECORDS

A. Secret Monitoring or Observing Prohibited

All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. The use of public address or audio systems and similar surveillance devices shall not be used for this purpose.

B. Personnel Evaluating

1. The chief purpose of the evaluation of the teaching staff shall be:

- a. to maintain quality education for children
- b. to promote the continuing development of educational goals
- c. to maintain a highly qualified, competent staff

To further these purposes, the supervisory personnel responsible for the evaluation of teachers shall acknowledge the right of the teacher to:

- a. question how well he/she is performing the duties and responsibilities of his/her position.
- b. question the areas in which improvement is needed.
- c. have candid appraisal of his/her work.
- d. discuss his/her evaluation reports with his/her supervisor.
- e. seek and receive supervisory assistance where needed and available.

2. The following procedure for evaluation will be adhered to:

- a. The number of formal observations will vary according to the individual teacher's tenure status and to factors related to his growth. A teacher's request for additional observations would always be considered.
- b. All probationary teachers shall be observed at least twice per year with at least one observation during the first ten-week period. The final observation is to be completed prior to May 1<sup>st</sup>.
- c. Each formal observation will be preceded by a preconference at which the teacher's plans are to be briefly discussed. A formal classroom observation will be followed within ten full days by a post-conference during which observations and evaluations will be discussed. The written report of the observation and evaluation will be given to the teacher one day before the conference and is to be signed by both the evaluator and the teacher, with the express understanding that such signature in no way indicates agreement with the contents. The teacher will also have the right to submit a written answer to such material and attach it to the file copy.
- d. No formal observation of a non-tenured teacher will take place during the first four-week period of the first semester of that course.

3. The parties agree to follow the procedures contained in the Annual Performance Review Plan and to be reviewed on an annual basis mandated by Commissioner's Regulation 100.2 (o).

C. Review of Personnel File

Teachers have the right, upon request, to review the contents of their personnel files and to make copies of any documents in it with a District representative present. A teacher will be entitled to have a representative of the Association accompany him during such review, and to note the date of such review.

Only the employee and authorized personnel will have access to a personnel file.

VIII. EXCUSED ABSENCES

A. Sick Leave

1. Absence of a teacher from duty during the period of September 1<sup>st</sup> to June 30<sup>th</sup>, on any school day, of any school year resulting from personal accident other than in other employment, personal and/or family illness shall be considered "Sick Leave of Absence."
2. Effective September 1, 1971 and on each anniversary date thereafter, each teacher shall be credited with ten (10) days sick leave with full pay. Effective July 1, 1989, and on each anniversary date thereafter, each teacher shall be credited with eleven (11) days of sick leave with full pay. Effective July 1, 2002 and on each anniversary date thereafter, each teacher shall be credited with 15 sick days to be used for personal and/or family illness. To the extent not used, sick leave credit shall be cumulative from year to year during the term of employment, including any sick leave accumulated through August 31, 1971.
3. Teachers unable to attend to their school duties for any of the above reasons, or otherwise, shall notify the Building Principal or his designee by 6:30 a.m. at the latest, stating the probable duration of their absence, so that arrangements may be made to obtain a substitute.
4. At the beginning of school in September, each teacher shall be informed of his/her accumulated sick leave as of the end of the previous school year.
5. Any unit member who uses five or more consecutive days for sick leave shall be required to provide written documentation from his/her doctor.

B. Sick Leave Reserve Effective 7/1/12

1. A sick leave reserve will be established to provide unit members with additional sick leave in the event of long-term illness or injury. The reserve will be established with earned and unused sick leave days voluntarily donated by unit members. Each unit member can become a member of the sick leave reserve by donating one [1] day of accumulated sick leave by September 30 of each year, or within 30 days of employment, by completing an annual membership form. The donation is irrevocable and shall not be made to a specific unit member for his/her exclusive use. Only unit members who have joined sick leave reserve may draw from the reserve.
2. An initial membership drive will be held in September of 2012. Unit members may contribute two [2] accumulated sick leave days.
3. If the sick leave reserve falls below 80 days, each member will be required to contribute an additional day within 30 calendar days of the request for the additional day in order to maintain membership. Unused sick leave reserve days will be carried over into the next

school year. If there are more than 300 days in the sick leave reserve at the beginning of a school year, membership will continue without additional contributions. New members will be required, however, to donate one day.

4. Any unit member who is a member of the sick leave reserve will have the ability to withdraw days based on the following criteria:
  - a. The unit member has a long-term illness or injury, defined as an illness or injury which is expected to incapacitate him/her for an extended period of time, requiring absence from work for a minimum of forty [40] weekdays during the school year [September 1 through June 30] (the waiting period). Only one waiting period is required per specific medical condition.
  - b. The unit member has exhausted all of his/her accumulated sick leave.
  - c. The unit member submits written verification of his/her medical condition from a physician specifying the exact nature of the illness/injury, physical limitations, length of expected absence, and expected date of return to work.
  - d. The unit member submits a written request to withdraw days to the Superintendent of Schools.
  - e. No one teacher will be permitted to withdraw in excess of ninety [90] days per school year.
  - f. Days will be withdrawn in full day increments only, beginning on the 41<sup>st</sup> day of absence or when all sick leave is exhausted, whichever is later. Bank days may be applied retroactively in the event the accumulated days have been exhausted before the end of the waiting period.
  - g. When a teacher has accessed the sick leave bank and returns from a long term illness or disability that teacher will be advanced five (5) days of sick leave if s/he has no sick leave entitlement. These days shall be subtracted from that teacher's allotment of sick days in the following year. Should the teacher leave employment prior to the next school year the teacher shall reimburse the District for the number of such sick leave days used.
  - h. At the beginning of each school year the District shall provide a report to the Association President of the use of the sick leave bank in the previous school year and the number of days remaining in the sick leave bank.

C. Accumulating Sick and Personal Leave

1. Effective July 1, 2003, unused personal business days will accumulate to five. Whenever a teacher has any unused personal business days, they will be accumulated as sick leave time.
2. Whenever a teacher has not used any of his/her fifteen (15) sick days nor any of his three (3) personal business days, a bonus of two (2) days will also be accumulated each year as sick leave time.

D. Personal Days

1. Three personal days are made available to the teaching personnel of the District by the Board of Education in recognition of the fact that many events and circumstances arise in which the teacher has no recourse for postponement.

2. Teaching personnel wishing to request a personal day must submit such a request a week in advance of the date desired, other than in a matter of emergency.

3. Employees will be given the option of using one personal leave day either before or after the following holidays/school break: Thanksgiving, Christmas, February break, Easter.

This option is limited to six (6) employees per holiday/school break and no employee may use this option more than once per school year.

In the event that more than six (6) employees request the same holiday/school break, seniority will be used to determine the six (6) employees.

Any employee who selects this option will also be charged one sick leave day in addition to the personal day used.

4. Personal Days shall not be granted as follows:

- a. on or during the day before or after paid holidays, except as permitted in Paragraph VIII.D3 above.
- b. On or during the day before or after scheduled recesses, except as permitted in Paragraph VIII.D3 above.
- c. On or during the day before or after teacher conference days
- d. On or during the first two weeks or the last two weeks that school is in session except for religious holidays.
- e. Except there shall be reasons that the Superintendent of Schools deems appropriate.

E. Staff Development Days

Teachers will be given a minimum of one day per year to attend a program or conference of their choice at the discretion of the building principal. Upon return a written report will be presented to the appropriate staff and principal.

F. Family Illness

Family illness shall be defined as an accident or illness in the immediate family (father, mother, spouse, dependent child and other person occupying a close familial relationship and residing in the same household), making it impossible for an employee to report to duty.

G. Bereavement Leave

When a death occurs in a teacher's immediate family, a leave up to a maximum of five days will be extended to that teacher with no loss of pay. Members of the immediate family are considered to be parents, husband or wife, children, brothers, sisters, grandparents and all in-laws. Any other than the above will be at the discretion of the Superintendent.

In the event of death of close relatives (cousins, uncles, aunts) or other person occupying a close familial relationship, the time required for attending the funeral will be granted at the discretion of the Superintendent at no loss of pay. This time shall not exceed two full days.

H. Child Bearing Leave

The teacher shall notify the Superintendent of the expected date of the onset of the period of disability due to pregnancy. The teacher may apply for and receive a paid leave of absence due to disability by reason of pregnancy. A written statement submitted to the Superintendent by her physician shall contain the recommended exit date.

Upon commencement of the teacher's disability due to the pregnancy, as certified in writing by the teacher's physician, the employee may:

1. Take unpaid family leave for the period of disability;
2. Use accrued sick leave to receive full pay for all or part of the period of disability,

Such disability leave will continue until the disability period is terminated or until the teacher's accumulated sick leave has been exhausted, whichever comes first. The period of disability must be consecutive and not carryover from one school year to the next. A statement from the physician shall be submitted to the Superintendent indicating the return date.

I. Adoption Leave

For purposes of adoption, upon written application to the Superintendent of Schools, a unit member will be granted up to ten [10] days of leave to be deducted from the unit member's accumulated leave. The unit member must give the written notice at least thirty [30] days in advance of the expected leave unless evidence is provided to the Superintendent such notice was not possible, in which event notice will be given as soon as possible.

IX. EXTENDED LEAVE OF ABSENCE

A. Military Leave

A unit employee shall be paid his normal wage or salary for any and all periods of absence while engaged in the performance of ordered military duty, and while going to and returning from such duty, not exceeding a total of thirty (30) days or twenty-two (22) working days, whichever is greater, in any one calendar year and not exceeding thirty (30) days or twenty-two (22) working days, whichever is greater, in any one continuous period of such absence.

B. Extended Leave

1. An extended leave of absence without pay may be granted upon submission of a written request by any tenured teacher for a period not to exceed one calendar year upon approval of the Board of Education. An additional extended leave of up to one year may be granted upon written request to the Board of Education.
2. Failure of a teacher to return to their position as per this provision or a mutually agreed date shall be judged the basis for terminating their appointment unless the administration is notified in writing by at least April 1<sup>st</sup> preceding the September opening of school.

C. Family Leave

A family leave without pay may be granted upon submission of a written request by any teacher whether tenured or probationary for a period not to exceed one calendar year upon approval of the Board of Education.

D. Family Medical Leave Act

All leave and benefit provisions of this agreement will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993 where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

X. SABBATICAL LEAVE

A sabbatical leave policy is viewed by the Board of Education as a desirable practice both for the school system and for the teacher; consequently the following policy will be in effect in the Caledonia-Mumford Central School system.

1. Regularly appointed teachers who have served for seven years may, upon the recommendation of the Superintendent, and with the approval of the Board of Education, be granted leave of absence for study or travel. Applicants desiring sabbatical leave must file an application for such leave with the Superintendent by January 15<sup>th</sup> for presentation to the Board of Education at their February meeting. This request must contain a definite purpose for which such leave is desired. If the request is for travel, a plan of the travel must be submitted, stating specific objectives which are to be sought through such travel, and indicating the school system or institutions to be studied. This travel should be planned in conjunction with a University and should be a part of a graduate program of studies. If the request is for study leave, the statement must include the institution at which the individual plans to study and the courses to be pursued.
2. Those people who are granted a sabbatical leave of absence are required to report once each semester to the Superintendent during such absence, indicating the extent of the study of school systems either at home or abroad in the case of a sabbatical leave for travel, or the nature of the courses taken at a university, and application of these courses to the work of the individual concerned in the case of leave for study.
3. Applicant must file with the District Clerk as an agent of the Board, a written agreement to remain in the service of the Board for three years after the expiration of the Sabbatical Leave, or in the case of their resignation within three years, to refund to the Caledonia-Mumford Central School District such portion of the salary paid during the leave of absence as the unexpired portion of three years shall bear to the period.
4. Sabbatical leave shall be for not less than nor more than one year unless additional time is required, up to one year, as a doctoral candidate, such to be approved by the Superintendent and the Board and be without remuneration. After receiving a sabbatical leave, a teacher would not again be eligible until after another seven year period.
5. A teacher on sabbatical leave will receive 50% for one complete school year of their teaching salary.
6. At no time should over one (1) teacher regularly employed be on a sabbatical leave of absence. Selections for such leave would be made upon the following criteria:
  - a. Length of service, preference being given to those longest in the system.
  - b. Nature of service, provision being made that the benefits of such leave of absence shall be distributed equally or fairly as possible among the grade and the high school teachers.
  - c. Nature of sabbatical leave plans which involves greatest self improvement and greatest benefit to the school system.
7. Regular salary increments shall be given for the time of leave the same as for regular services to the school.
8. Staff members while on sabbatical leave may not be paid by any other school, government body, institution, government association, etc.
9. Leaves will not be granted for the purpose of studying for a trade or another profession.
10. Staff members carrying on outside activities for pay during the regular school year may continue them but these activities should not be expanded in any way during the period of leave.

11. The requirements for formal study for a full year leave would be a minimum of twenty (20) hours and maximum of thirty (30) hours class load.
12. The courses studied must be (1) in teacher's own field of work or (b) closely related fields, i.e. math and science.

XI. USE OF SCHOOL FACILITIES

- A. Association's Use of Buildings  
The Association will have the right to use the school buildings without cost at agreed time for meetings.
- B. Announcements  
Announcements of Association meetings will be made over the public address system noting the date, time and place of meetings.

XII. TEACHING HOURS AND TEACHING LOAD

- A. Teacher's Work Day  
The teacher's scheduled work day shall not exceed seven and one-half (7 1/2) hours. Teachers shall not be required to remain longer other than for regularly scheduled faculty meetings called by the Building Principal. Such meetings, when called, shall be limited to two (2) per month of no longer duration than one and one-half (1 1/2) hours. Department/Grade Level Chairs shall be required to schedule at least 8 meetings per year. A meeting scheduled outside the normal working day shall meet the criteria for a second meeting set above. The Association recognizes the desirability and need for teachers to be available before and after student hours at the professional discretion of the teacher.

Part Time Teachers

By no later than September 30<sup>th</sup> the Principal will confirm in writing the part-time teachers schedule and attendance at meetings and conference days. Schedules will reflect the rate of time the teacher is employed by the district on an aggregate basis. For example, if a teacher is employed at a .5 level than the schedule of meetings and conferences should reflect that on an aggregate basis.

- B. Lunch Period  
Each teacher shall have a thirty (30) minute duty-free lunch period daily. Such time shall be in addition to any scheduled planning, preparation or released time around the lunch period.
- C. Preparation Time
  1. Each teacher shall receive a preparation period built within the regular instructional day schedule. Middle and High School teachers shall receive preparation time equivalent to the length of a block instructional period. Elementary teachers shall have 290 minutes preparation time per week with a minimum of 40 consecutive minutes each day. For the period of July 1, 2014 through June 30, 2017 elementary teachers shall have 348 minutes of preparation time with a minimum 40 consecutive minutes each day provided that, should a teacher fall behind in delivering the elementary instructional program the Elementary Principal shall reduce that teachers preparation time to 290 minutes for as long as the teacher remains behind in delivering the elementary instructional program.
- D. Teaching Assignments
  1. Teaching assignments for the next school year will be made available to all teachers by May 31. Such assignments will be determined on the basis of professional goals, qualifications, and upon recommendation of the building administrator. If the tentative



schedule of any teacher must be changed after the current school year has ended, the appropriate administrator shall discuss such change with the teacher involved. If the teacher is unavailable, the notification of change will be made in writing through registered mail. Any change in assignment of tenured teachers will be subject to review if requested. If a request is made, justification will be made in writing by the administrator to the teacher, the superintendent, and the Board of Education.

2. Extra-curricular positions shall be posted by April 15<sup>th</sup> for reappointment for the next school year. District administrators shall conduct appropriate interviews to fill these positions. Any appointment will be noted on the contract as an addition to the teacher's base salary.

E. Curriculum Leaders. Grade Level Chairs. Team Leaders and Coordinators

The Board of Education shall endeavor to provide leaders for the curriculum areas, grade level chairs, team leaders and coordinators as shown in Section XXII.

1. Effective July 1, 2005, the Curriculum Leader, Grade Level Chair, or Coordinator is a tenured teacher with a full time teaching assignment.
2. Effective July 1, 2005, the term of service is two years.
3. Teachers must apply for the positions of Curriculum Leader and Coordinator.
4. Teachers shall select the Grade level Chair for their respective grade level.
5. A committee of administrators and Association appointees review and discuss this area after the 2006-2007 school year. If needed, this committee will make recommendations to the Board.

F. Record Keeping

A clerk will be provided in the Elementary School to relieve the classroom teachers of as much record keeping as possible. This involves entering test information in permanent folders and test records.

G. Parent-Teacher Conference

Parent teacher conferences at the elementary level shall occur on two early dismissal days per semester. To ensure that teachers have appropriate lunch and preparation time each morning, elementary students shall be dismissed at 10:45 a.m. on these days.

H. Teaching Vacancies

Any full-time teacher presently in the bargaining unit, who possesses the needed certification for the vacancy may make a request to transfer to the appropriate administrator. Any denial of transfer of tenured teachers will be subject to review, if requested. Should the vacancy occur during the school year, any teacher awarded the vacancy will remain in his/her current position for the completion of the current school year but be entitled to the vacant position at the next school year. If the vacancy occurs during a summer vacation, the notice of said vacancy shall be mailed to the home address of the association president.

I. Teacher Absences

In the absence of any full time teacher or librarian, every possible effort will be made for a substitute to be provided for a full or partial day.

J. Teacher Tardiness

Teachers who are going to be tardy in arriving at school should call the main office. All teachers will be permitted three unexcused cases of tardiness at which time they will be warned by their Building Principal of their failure to meet their teaching responsibilities. After these three cases of tardiness, any future unexcused tardiness will be filed in the employee's personnel file.

XIII. CLASS SIZE

The Board and Association agree that large class sizes and pupil-teacher ratio may be adverse to effective education. The parties further agree that insofar as funds and facilities are available, the highest priority will go to reducing regular class sizes and teacher-pupil ratios where these numbers exceed educationally sound approaches to the learning experiences of students. In the event that class sizes become excessive in number, the principal will meet with the teachers involved to discuss alternative patterns of student grouping or staffing.

XIV. TEACHER EMPLOYMENT

A. Prior Experience Credit

1. Annual salary increments will be granted each year as indicated in the published schedule.
2. Upon being hired, service steps and increments will be granted to new teachers in the district for service prior to employment in the District in conformance with Board policy up to at least three years of credit unless there are unusual circumstances in which case the Board of Education is free to negotiate with the teacher. Unusual circumstances would mean securing a teacher whose special skills are desired by CMCS but in no case should the teacher be credited with a salary in excess of his/her actual years of service.

B. Procedures for Determining Seniority, Tenure Area and Order of Layoff

1. Unit Members' Substantive Rights. Teachers' seniority, tenure areas and order of layoff 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.
2. Seniority List. On or about November 1st of each year, the district shall promulgate a list which ranks unit members in order of seniority in respective tenure areas. Copies of the list shall be posted in every school building and provided to the union.
3. Procedure for Objecting to Determination of Seniority or Tenure Area. Any teacher may object that his or 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 "Seniority List Objection" with the Superintendent of Schools within two (2) weeks after the date of posting of the list. Any such objection shall thereafter be asserted only in accordance with the procedures prescribed in Section 5 of this article.

4. Procedure for Objecting to Reduction or Termination of Services. Any teacher may object that the District's decision to reduce or terminate his or her services was 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 or she is notified of such reduction or termination; provided, however, that a teacher may not object to the District's determination of his or her seniority of tenure area with a "Reduction/Termination Objection", but only with a "Seniority List Objection" filed in accordance with Section 3 of this article. A "Reduction/Termination Objection" shall thereafter be asserted in accordance with Section 5 hereof.
  
5. Objection Procedures.
  - a. 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.
  - b. 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 paragraphs (a), (c), (d), (e), and (f) of this section.
  - c. If any objection is not resolved to a teacher's satisfaction, the union 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 construction decision, whichever comes first.
  - d. 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.
  - e. 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 the hearings. The award shall be final and binding upon the district, union, and any unit member, whether or not such member has actually intervened or not.
  - f. In a Seniority List Proceeding, the arbitrator shall only have the power to redetermine an objecting teacher's seniority 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.
  
6. 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 determination of their seniority, tenure reductions and/or terminations of their services. Any such determination shall be final and binding upon, and not subject to collateral attack by, any unit member, in any forum, as provided by Articles 75 and 76 of the New York Civil Practice Law and Rules.

C. Seniority

1. Seniority is defined as the length of service in the Caledonia-Mumford Central School District in a tenure area as defined by the Board of Regents, such service need not to have been consecutive.
2. Seniority between teachers in the same tenure area who were hired at the same time shall be determined on the basis of supervisor's evaluation as stated under VII. TEACHER EVALUATION.

XV. THE AGREEMENT

A. Distribution of Agreement

Copies of changes of the agreement shall be printed at the expense of the Board and distributed to all teachers by the first day of the school year or within 15 working days after the agreement is reached in the event that a settlement is made after August 15<sup>th</sup>.

B. Meeting for Implementing Agreement

The principal of each school shall meet with the Negotiating Committee at its request to discuss school operations and questions relating to the implementation of this Agreement when the need arises.

C. Negotiating and Grievance Time

All negotiating and grievance time, except where agreed to, will be in times other than during regular teaching hours.

D. Saving Clause

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. Duration of Agreement

This contract shall be effective as of July 1, 2014, except as otherwise noted herein, and shall continue in effect through June 30, 2017.

XVI. MISCELLANEOUS PROVISIONS

Under the "Freedom of Information Act" items A, B, and C do not need to be negotiated but are listed for information.

A. Copies of Board Minutes are available to the Association upon request.

B. Copies of Board Policies and Rules will be made available to all school district faculty members.

C. Financial/Budgetary Information Available

The Association shall have the right to see the financial and budgetary information of the district.

D. School Calendar

The 1998-99 school year will be 187 teacher days, plus two additional days for new hires.

Beginning with the 1999-2000 school year, the school year will be 186 teacher days plus two additional days for new hires. The two additional days for new hires will be used during the week preceding Labor Day. The school year will begin after Labor Day and ends with Regents Examination week in June.

E. Visitation Days

Teachers will be allowed to visit other school systems for the purpose of observing certain teaching techniques or innovative educational procedures at the discretion of the building principal. A written report of observation shall be made of procedures worthy of inclusion in our educational program.

F. Released Time for Association Business

The employer shall provide release time to the Association President and/or designee. Written request for such release time shall be submitted to the Superintendent of Schools for his approval at least five (5) working days in advance. Such leave shall not exceed fifteen (15) days for the school year. These days are for use of the Association President or designee for purposes of workshops, training, and CMTA business. The CMTA President shall also be allowed to schedule other time within the work day as needed as long as it doesn't interfere with his/her professional duties or the professional duties of other staff members.

G. Waiver of Tuition for Non-Resident Children of Teachers

Teachers will be permitted to enroll their children in District schools at no cost to the teachers subject to the district rules and regulations for non-resident students.

XVII. SALARY AND WAGES

A. The minimum starting salary for teachers shall be as follows:

2014-2015	-	\$38,000
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B. The salary increases for teachers shall be as follows:

2014-2015	-	3% plus \$200
2015-2016	-	2.5% plus \$300
2016-2017	-	2.5% plus \$300

If by September after the expiration of the agreement and for each subsequent year that a successor agreement is not in place, salaries of all unit members will be raised by a minimum of 2% to a maximum of 3%, based upon the CPI-U cost of living index per the Bureau of Labor and Statistics. The percentage will be determined by averaging the CPI-U for the six (6) month period preceding July 1 of each contract year.

C. Hiring Salary for Teachers with Prior Experience Credit

Teachers hired after July 1, 2003 and granted prior experience credit per Article XIV.A shall receive a starting salary per the following schedule. The starting salary may be increased up to an

additional \$2,500 based on factors such as advanced graduate hours, degrees, multiple certifications and other factors to provide the District flexibility in hiring experienced teachers.

Teachers hired after July 1, 2003 and granted more than 20 years prior experience credit shall receive a starting salary within the range of the salaries of current employees with the same experience. If no such current employee exists, the District may provide a starting salary within the range of salaries of the closest employees at the experience level above and below the new employee.

<u>Level</u>	<u>2010-2011</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-2015</u>
1	37,000	37,000	37,000	37,000	38,000
2	37,978	37,978	37,994	38,255	
3	39,106	39,106	38,984	39,264	
4	39,559	40,201	40,125	40,268	
5	40,011	42,074	41,233	41,427	
6	42,400	42,514	43,129	42,552	
7	42,854	43,587	43,574	44,476	
8	43,308	44,776	44,660	44,928	
9	45,214	45,019	45,863	46,030	
10	46,398	46,480	46,109	47,251	
11	47,621	47,697	47,588	47,501	
12	49,383	48,955	48,819	49,002	
13	50,665	50,766	50,092	50,252	
14	51,883	52,084	51,925	51,544	
15	54,312	53,336	53,259	53,404	
16	57,272	55,832	54,526	54,758	
17	58,089	58,876	57,052	56,044	
18	60,365	60,366	60,133	58,608	
19	60,846	62,055	61,640	61,734	
20	62,982	62,550	63,350	63,265	

D. Reimbursement for Graduate Credit:

Tuition will be reimbursed at the actual cost, up to a maximum of \$436.00 per credit, for the 1998-1999 school year. This rate will increase by a maximum of 5% per year depending on the local college rate beginning with the 1999-2000 school year.

Both parties recognize that the standard of \$436.00 per credit for the 1998-1999 school year was established by using the current cost per college credit at Nazareth College in Rochester, New York during the 1998-1999 school year. Furthermore, both parties agree that the percentage increase per year in the future, with a maximum of 5%, will continue to be established by using the increase in cost per credit hour at Nazareth College.

- a. Teachers who have completed their Masters for permanent (professional) certification will be reimbursed for additional course work beyond their Masters at the current year SUNY rate
- b. Teachers who complete their Masters program for permanent certification in the 2002-2003 school year will have their base salary increased by \$1,100.00. Teachers who complete their Masters program for permanent certification in the 2003-2004 school year will have their base salary increased by \$1,200.00. Teachers who complete their Masters program for permanent certification in the 2004-2005 school year and thereafter will have their base salary increased by \$1,300.00.

Reimbursement or salary credit will be made if the grade for the course is an A, B or C.

E. Conferences Outside Normal business Hours

Upon administrator approval, teachers that attend conferences outside normal business hours will be paid as follows:

Full Day	\$130
Half Day	\$65

Conference pay differs from curriculum project pay for the situations where the teacher will not be creating curriculum or tests as the primary focus of the conference. The decision as to whether the conference is a conference or curriculum project shall be made and shared with the teacher by the building administrator prior to the teacher attending the conference.

If after attending the conference the teacher is requested to teach a lesson to colleagues or create curriculum that requires work outside the school work day the teacher can apply and upon administrator approval be paid at the curriculum rate for that work.

XVIII. FRINGE BENEFITS

A. Hospitalization Insurance

1. Effective July 1, 2012, all full time teachers in the district shall be entitled to coverage in either Low Option Plan with \$10/\$25/\$40 drug benefit or the Healthy Blue \$15/\$25 plan with 85% of the premium amounts being paid by the District. Part-time teachers are not entitled to this benefit unless working at least 75% of a fulltime position, which benefit will be pro-rated.

All full time teachers hired on or after January 1, 2015 will be provided coverage under the HealthyBlue high deductible plan with 85% of the premium amounts being paid by the District. This plan will be available as an option for all full time teachers hired prior to January 1, 2015. The District shall pay into a Health Savings Account for teachers in the HealthyBlue high deductible plan the full amount of the deductible in year one, and 75% of the deductible thereafter.

2. All full time teachers in the district are entitled to the above coverage on a full twelve-month basis beginning September 1<sup>st</sup> of each year, except those teachers terminated on or prior to June 30<sup>th</sup>. A unit member laid off or retiring effective June 30 will be entitled to coverage for July and August at the current contribution by the district and unit member.
3. In connection with Article VIII Section A., Paragraph 2, a teacher may elect to use the reimbursement money for unused sick days for the payment of Blue Cross Insurance premiums until the money accrued has been depleted. The teacher may elect at any time thereafter to withdraw from participation in the school hospital insurance group and be reimbursed for the balance between the original sum and that already expended.
4. Accommodations will be provided for retired teachers to continue in the group policy at their own expense provided that a check payable to the Caledonia-Mumford Central School District Trust and Agency Fund is received by the first of each month for that month's premium.
5. Effective July 1, 2012, the District shall pay a "buyout" stipend of \$1,500 per year to any teacher who chooses to not enroll in the District offered healthcare plan for the upcoming school year. Any teacher who chooses this option shall remain off the healthcare plan for a

two-year period effective July 1, 2014. In order for the “buyout” stipend to become effective, three teachers currently on family plans must drop coverage for a two-year period. If a teacher receiving the “buyout” stipend loses insurance coverage due to circumstances beyond that teacher’s control, the teacher may re-enroll in the District offered healthcare plan subject to the rules of the healthcare insurance provider. The “buyout” stipend for that teacher shall be prorated for that year.

B. Flexible Benefit Plan

The District will provide a flexible benefit plan at the maximum allowable contribution pursuant to IRS regulations.

C. Dental Care Plan

The Board will pay fifty percent (50%) of the premium for Blue Cross/Blue Shield Option IV dental coverage effective July 1, 1989, with membership in the plan voluntary. Effective July 1, 2005, the District shall pay the premium amount as follows:

2005-2006	60%
2006-2007	70%
2007-2008	80%
2008-2009 and thereafter	85%

D. Tax-Sheltered Annuities

The Board shall continue to provide the opportunity for employees to participate in approved tax sheltered programs. The CMTA and its members shall hold the district harmless for any errors and liabilities resulting on the part of the individual members.

E. Income Protection

The Board agrees to deduct from the salaries of those teachers desiring such protection, the amount of such premium as said teachers, individually and voluntarily authorize the Board to deduct and to transmit the monies to the designated carrier.

F. Supplemental Health Insurance

The Board will continue to provide the opportunity for employees to participate in approved supplemental health insurance programs up to a maximum of three offerings in conjunction with Blue Cross. The cost of supplemental health insurance will be borne by the employee.

G. NYSUT Benefit Trust

The District shall check off and remit twenty (20) payments to NYSUT Benefit Trust upon submission of an authorization signed by an employee to the payroll office for any NYSUT Member or Agency Fee Payer. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to NYSUT Benefit Trust the twenty (20) payments deducted and shall furnish the Trust with a list of all employees from whose salaries such deductions have been made and the amounts of such deductions. The CMTA holds the District harmless for any errors if a deduction or a charge is missed or any errors on the part of individual members.

XIX. SALARY ADJUSTMENT PRIOR TO RETIREMENT



A teacher who is retiring from teaching and who qualifies for retirement benefits under the New York State Teachers Retirement Program may have the salary of their retirement year increased by an amount equal to the number of their unused sick days up to a cap of 200 days multiplied by \$45 effective July 1, 2005. Effective July 1, 2014 and thereafter, the amount shall increase to \$55 per unused sick day to a cap of 200 days. Any teacher who has accumulated 285 or more days as of June 30, 2002, may have the salary of their retirement year increased by an amount equal to the number of their unused sick days multiplied by \$30 effective July 1, 2002.

To receive this benefit, a teacher must notify the Board of Education of his/her retirement intentions by January 10<sup>th</sup> prior to their June 30 retirement. It is most important that this deadline be met so that adequate provision may be made to include this additional amount of money in the budget. Failure to meet this stipulation will cancel the benefit. Any adjustments to be made on the teacher's salary will be affected on the June payment. Retired teachers may leave monies from unused sick days with the district to offset their portion of health insurance program costs.

XX. RETIREMENT INCENTIVE

1. A teacher in the Caledonia-Mumford Central School District who is (first) eligible for retirement without penalty as a member of the New York State Teacher Retirement System may share in the benefits set forth in this section if he/she meets all of the following criteria.
  - a. Has 20 years of credited full-time teaching service in the New York State Teachers Retirement System, or has a combination of 20 years credited full-time teaching service in the New York State Teacher Retirement System and verified full-time teaching service in a private school or in a state other than New York.
  - b. Has full-time teaching service in the Caledonia-Mumford Central School District for at least 10 years.
  - c. For paragraphs "a" and "b" service of half time or more may be aggregated to count as full-time service (i.e., two years of half-time service equals one full-time year).
  - d. Has submitted written notification to the Board of Education of his/her retirement by January 10<sup>th</sup> prior to his/her June 30<sup>th</sup> retirement so that adequate financial planning may be made prior to the adoption of the next year's budget.
  - e. Has completed the full school year of teaching even if attaining first eligibility to retire without penalty during the school year.
2. 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.
3. 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:

- a. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, 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*. 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 each subsequent 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*.

- b. 403(b) Accounts. Employer contributions shall be deposited in the 403(b) account opened by the district employee. Each individual for whom an employer contribution is made, will designate the specific investment accounts, into which the employer contribution shall be made.
- c. Tier 1 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.
- d. This Section 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.
- e. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Non-elective Contributions and the amount of the participant's Includible Compensation.
- f. Early Retirement Incentive. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire no later than January 10<sup>th</sup> prior to a June retirement. The total amount of Employer's Non-elective Contribution for each eligible employee shall equal 50% of the yearly salary he/she would have received had he/she continued teaching the following school year and shall be made in installments over a period of five years (not to exceed five (5) years following the year in which the employee served their employment). The first Employer contribution shall be made in October of the year in which the employee's severance occurred and shall continue to be made in January of each of the following four (4) years, or until the total amount of the retirement incentive, as determined by the Employer, is deposited by Employer, whichever occurs earlier. Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended. If a teacher does not retire in the first year of eligibility, the teacher will not be entitled to any benefit under this Article.

**XXI. DIFFERENTIALS FOR EXTRA CURRICULAR SERVICES**

**A. NON-ATHLETIC ACTIVITIES**

	<u>2011-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-2016</u>	<u>2016-2017</u>
High School Student Council Advisor	1,233	2,211	2,277	2,345	2,415
Middle School Student Council Advisor	1,233	1,267	1,305	1,344	1,384
Yearbook Advisor	2,652	2,725	2,807	2,891	2,978
Assistant Yearbook Advisor	2,152	2,211	2,277	2,345	2,415
Elementary Yearbook Advisor	847	870	896	923	951
Senior Play Advisor	2,475	2,543	2,619	2,698	2,779
Middle School Play Advisor	2,475	2,543	2,619	2,698	2,779
French Club Advisor	1,056	1,085	1,118	1,152	1,187
Spanish Club Advisor	1,056	1,085	1,118	1,152	1,187

Master Minds Advisor	717	737	759	782	805
Brainstormers Advisor	717	737	759	782	805
Academic Challenge Bowl Advisor	717	737	759	782	805
Senior High Math Advisor	717	737	759	782	805
Junior High Math Advisor	717	737	759	782	805
English Skills Competition Advisor	717	737	759	782	805
Elementary Page Turners Advisor	717	737	759	782	805
Middle School Page Turners Advisor	717	737	759	782	805
Ski Club Advisor	706	725	747	769	792
National Honor Society Advisor	706	725	747	769	792
Jr. National Honor Society Advisor	706	725	747	769	792
Science Club Advisor	1,056	1,085	1,118	1,152	1,187
Musical/Show Choir Advisor*	2,475	2,543	2,619	2,698	2,779
Odyssey of the Mind Advisor	1,191	1,224	2,610	2,688	2,769
Ukulele Club			759	782	805
Chess Club			759	782	805
Middle School Tech Club			896	923	951
High School Tech Club			896	923	951
Class Advisors:					
Grade 6	625	642	661	681	701
Grade 7	625	642	661	681	701
Grade 8	625	642	661	681	701
Grade 9	625	642	661	681	701
Grade 10	625	642	661	681	701
Grade 11	774	795	819	844	869
Grade 12	1,330	1,367	2,610	2,688	2,769

**B. ATHLETICS**

	<u>2013-2014</u>		<u>2014-15</u>		<u>2015-2016</u>		<u>2016-2017</u>	
	<u>15Wks</u>	<u>12 Wks</u>	<u>15Wks</u>	<u>12 Wks</u>	<u>15Wks</u>	<u>12 Wks</u>	<u>15Wks</u>	<u>12 Wks</u>
Varsity								
1 <sup>st</sup> Year	4,193	3,446	4,319	3,549	4,449	3,655	4,582	3,765
2 <sup>nd</sup> Year	4,755	3,827	4,898	3,942	5,045	4,060	5,196	4,182
3 <sup>rd</sup> Year	6,033	5,120	6,214	5,274	6,400	5,432	6,592	5,595
JV and Assistants								
1 <sup>st</sup> Year	2,794	2,246	2,878	2,313	2,964	2,382	3,053	2,453
2 <sup>nd</sup> Year	3,351	2,794	3,452	2,878	3,556	2,964	3,663	3,053
3 <sup>rd</sup> Year	4,464	3,715	4,598	3,826	4,736	3,941	4,878	4,059
Cheerleading								
1 <sup>st</sup> Year	2,048	1,667	2,109	1,717	2,172	1,769	2,237	1,822
2 <sup>nd</sup> Year	2,794	2,246	2,878	2,313	2,964	2,382	3,053	2,453
3 <sup>rd</sup> Year	3,715	2,986	3,826	3,076	3,941	3,168	4,059	3,263
Modified								
1 <sup>st</sup> Year		1,667		1,717		1,769		1,822
2 <sup>nd</sup> Year		2,246		2,313		2,382		2,453
3 <sup>rd</sup> Year		2,986		3,076		3,168		3,263
Athletic Trainer								
	<u>13-14</u>		<u>2014-2015</u>		<u>2015-2016</u>		<u>2016-2017</u>	
	25.11/Hr.		25.86		26.64		27.44	

Any bargaining unit member who coaches more than one sport shall receive an additional ten percent (10%) of each of the coaches' stipend earned.

In the event of an extended season (play-offs), the athletic coach will be compensated on a pro-rated basis for each additional game.

**C. SPECIAL SERVICE**

Curriculum Leaders	<u>2013-14</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
MS English	2,114	2,177	2,242	2,309
HS English	2,114	2,177	2,242	2,309
Elem Social Studies	2,114	2,177	2,242	2,309

MS Social Studies	2,114	2,177	2,242	2,309
HS Social Studies	2,114	2,177	2,242	2,309
Elem Science	2,114	2,177	2,242	2,309
MS Science	2,114	2,177	2,242	2,309
HS Science	2,114	2,177	2,242	2,309
Elem Math	2,114	2,177	2,242	2,309
MS Math	2,114	2,177	2,242	2,309
HS Math	2,114	2,177	2,242	2,309
Physical Education	2,114	2,177	2,242	2,309
School-to-Work	2,114	2,177	2,242	2,309

Grade Level Chairs/Team Leaders/Coordinators

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Kindergarten	1,741	1,793	1,847	1,902
1 <sup>st</sup> Grade	1,741	1,793	1,847	1,902
2 <sup>nd</sup> Grade	1,741	1,793	1,847	1,902
3 <sup>rd</sup> Grade	1,741	1,793	1,847	1,902
4 <sup>th</sup> Grade	1,741	1,793	1,847	1,902
5 <sup>th</sup> Grade	1,741	1,793	1,847	1,902
6 <sup>th</sup> Grade	1,741	1,793	1,847	1,902
7 <sup>th</sup> Grade	1,741	1,793	1,847	1,902
8 <sup>th</sup> Grade	1,741	1,793	1,847	1,902
Humanities	1,741	1,793	1,847	1,902
Occupational Ed	1,741	1,793	1,847	1,902

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Home Study Tutors	27.13/Hr	27.94	28.78	29.64
Curriculum Projects	27.13/Hr	27.94	28.78	29.64
Summer School Teaching	27.13/Hr	27.94	28.78	29.64
Chaperoning	16.67/Hr	17.17	17.69	18.22
Score Board/ Book Operators	16.67/Hr	17.17	17.69	18.22
Adult Education				

XXII. MANAGEMENT RIGHTS

The Board of Education reserves the exclusive right to manage the business of the Caledonia-Mumford Central School District and to direct the employees in the discharge of their duties. The right to manage and direct the employees includes the right to hire, suspend or discharge for proper cause in accordance with applicable laws, the apportionment of the working force and the right to control the District's property. In the exercise of these rights, the Board shall observe and be bound by all provisions of this agreement.

XXIII. TITLE IX - Compliance with Non-Sex Discrimination

The Caledonia-Mumford Central School District, Caledonia, New York in compliance with Sec. 86.9 of the Rules and Regulations promulgated pursuant to Title IX of the Education Amendments of 1972 (20 U.S.C. Sections 1681 et seq.) hereby gives notice that in accordance with Title IX of the Act and the Regulations, no person shall on the basis of sex, be excluded from participation, be denied the benefit of, or be subjected to discrimination under any education program or activity operated or controlled by the Caledonia-Mumford Central School District, including employment therein and admission thereto. Inquiries as to the application of Title IX may be referred to:

Superintendent  
Caledonia-Mumford Central School  
Caledonia, New York 14423

XXIV. DISABILITY BENEFITS

A. A teacher who is disabled, as defined by the district insurance carrier, shall be entitled to salary continuation under the following conditions:

1. The teacher must have exhausted all of his/her accumulated sick leave time under Article VIII.
2. The teacher must have been absent from school for 25 consecutive school days.
3. The teacher shall be paid 65% of his/her basic monthly earnings up to a maximum of \$5,000.00 per month commencing the day after the accumulated sick leave is exhausted or after the 25<sup>th</sup> consecutive day of absence, whichever is later.
4. The payments shall terminate on the sooner of the date the teacher returns to work, the doctor gives written permission for the teacher to return to work, or when the teacher is first eligible to retire. A check up is required every six months for the purpose of re-validation of the illness or extent of injury with a written note of the teacher's ability to return to work supplied to the district.
5. A disabled teacher shall be entitled to any health insurance benefits he or she was receiving from the District at the time of disability.

B. For purposes of the Article XXV, the following definitions shall apply:

1. "Basic monthly earnings" means 1/12<sup>th</sup> of a teacher's annual salary in effect just prior to the date the disability begins, and includes credit the teacher was then receiving for graduate hours and master's degree but no other extra compensation.
2. "Disability" or "disabled" means that because of injury (bodily injury directly resulting from an accident) or sickness, a teacher cannot perform each of the material duties of his/her regular occupation.

XXV. COMPACT COMMITTEES

The Association agrees to provide necessary members to serve on committees formulated under the mandates of the Compact for Learning.

XXVI. TEACHING ASSISTANTS

Teaching Assistants will receive salary increases as follow:

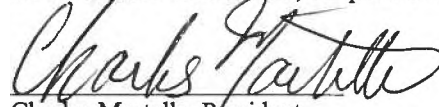
2014-2015	-	\$1,000
2015-2016	-	\$800
2016-2017	-	\$800

AGREEMENT

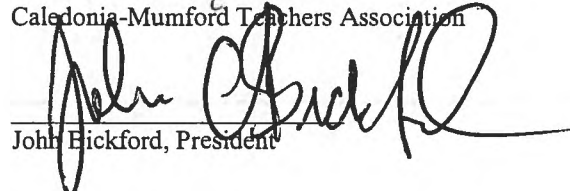
This AGREEMENT shall become effective July 1, 2014, except as noted herein, and shall continue in force and effect until midnight June 30, 2017, except as provided herein.

This AGREEMENT constitutes the entire agreement in effect between the Board of Education of the Caledonia-Mumford Central School and the Caledonia-Mumford Teachers Association, and supersedes any prior agreement of understanding with respect to the items covered by this agreement.

IN WITNESS WHEREOF, the parties have set their hands on this 18 day of August, 2014.

  
 Charles Martelle, President  
 Caledonia-Mumford Teachers Association

8/18/2014  
 Date

  
 John Hickford, President

8/22/14  
 Date

Board of Education

Robert Molisani  
Robert J. Molisani, Superintendent  
Caledonia-Mumford Central School District

8/21/14  
Date

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