

Contract

between

Cobleskill-Richmondville Teachers Association

and

The Chief School Officer

Cobleskill-Richmondville Central School District

July 1, 2020 - June 30, 2025

## Table of Contents

Article	Title	Page
	Preamble	3
I.	Definitions	3
II.	Recognition	3
III.	Negotiations Procedures	4
IV.	Salaries and Professional Compensation	4
V.	Employment and Recruitment	10
VI.	Leaves	11
VII.	Catastrophic Illness Bank	15
VIII.	Teaching Conditions	17
IX.	Insurance Protection	19
	Plan Effective 7/1/2021	21
X.	Grievance Procedure	23
XI.	Employer-Sponsored Retirement Savings Plans	27
XII.	Payroll	27
XIII.	Dues Deduction	28
XIV.	Compensation at Retirement	29
XV.	Mini-Grant Program	30
XVI.	Non-resident Students	30
XVII.	Miscellaneous Provision	31
XVIII.	Duration of Agreement	32
Addendum 1.1	Salary Schedules	33
Addendum 1.2	Salary Schedule Notes	35
Addendum 1.3	Extracurricular Advisorship Stipends	36
Addendum 1.4	Athletic Program Stipends	38
Addendum 2	MOA Employer Non-Elective Contribution to 403(b) Plan	40
Addendum 3	Annual Professional Performance Review	42

## **PREAMBLE**

This agreement is made and entered into on the 1st day of March 2021 by and between the Chief School Officer of the Cobleskill-Richmondville Central School District, hereinafter referred to as "The District," and the Cobleskill-Richmondville Teachers Association, hereinafter referred to as "The Association."

## **Article I**

### **Definitions**

- A. Board or Board of Education - The Board of Education of the Cobleskill-Richmondville Central School District.
- B. Association or Teachers Association - The Cobleskill-Richmondville Teachers Association.
- C. Teachers - A member or members of the Cobleskill-Richmondville Central School Teachers bargaining unit as recognized in Article II.
- D. Superintendent - The Chief School Officer of the Cobleskill-Richmondville Central School District
- E. District - The Cobleskill-Richmondville Central School District.
- F. NYSUT - New York State United Teachers
- G. Extra-Curricular Duty – Those school-sponsored activities which may be scheduled during times other than the regular school day.

## **Article II**

### **Recognition**

The Cobleskill-Richmondville Teachers Association is recognized as the sole bargaining unit for all full time, and less than full-time certified teachers, librarians, school nurse teachers, registered nurses, speech language therapists, physical therapists, occupational therapists, certified occupational therapist assistants, school psychologists, guidance counselors, school social workers, special teachers, educational technologists, and other staff, but excluding all other employees including, but not limited to, the Superintendent of Schools, School Business Administrator or Manager, Building Principals, Assistant Principals, Director of Teaching and Learning, Director and Assistant Director of Student Services, Director of Information Technology, and per diem substitutes.

Also excluded from the unit are substitutes for any unit member who are expected to work less than 5 months. Said substitutes must be replacing a unit member who has claim to the position (i.e. the position is encumbered). Substitutes in encumbered positions expected to work for more than five (5) months are not excluded from the unit, nor are persons hired to fill unencumbered positions excluded from the unit. Substitutes expected to work less than five (5) months but have their employment extended shall be included in the unit retroactively.

## **Article III**

### **Negotiation Procedures**

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. The Association and the District agree that all negotiable items have been discussed during the negotiations leading to this Agreement and agree that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of the Agreement.
- B. No later than January first of each 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 120 days prior to the end of the Cobleskill-Richmondville Central School fiscal year, or an impasse is encountered, either party may request the use of mediation. The parties shall request the State Public Employment Relations Board to assist the parties to reach an agreement.
- C. Neither party in any negotiation 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 District, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider the proposals and reach compromises in the course of negotiations.

## **Article IV**

### **Salaries and Professional Compensation**

- A. Salaries and Professional Compensation
  - 1. Salaries: See Addendum 1, Salary Schedule.
  - 2. Registered nurses shall be paid on the applicable step of the "Bachelors" column of the salary schedule (Addendum 1). Any full-time Registered Nurse hired prior to July 1, 2020 who holds a Bachelor's Degree will also receive a \$200 differential each school year.
  - 3. The salary for a full-time Certified Occupational Therapist Assistant (COTA) will be based at 70 percent (70%) of the Bachelor's column.
  - 4. All employees covered by this contract shall be advanced one (1) step on the applicable salary schedule at the beginning of each contract year, including employees that may have started employment at any time during the previous contract or school year.
- B. Payment for Graduate/Inservice Course work
  - 1. Teachers shall be paid for approved study at the rate of \$50 for each credit hour successfully completed to a maximum of 105 credits.

2. Upon hire, each member's graduate transcripts shall be evaluated by the district office and members shall be awarded \$50 per credit hour for all graduate credits that are part of the master's degree program required for the area(s) of certification for which the member is hired. Additional credit hours may be awarded, as deemed relevant to one's initial assignment, in cases where members have earned more than one graduate degree.
3. Teachers shall secure advanced written approval from the Superintendent prior to the commencement of the proposed study. For school-sponsored, board of education-approved inservice courses, prior approval is not required. Courses will be taken at the graduate level through fully accredited institutions of higher education. Courses will be approved for salary purposes if the Superintendent determines the courses meet the following criteria:
  - a. The courses are in the teaching assignment area in which the teacher is working and have relevance to that assignment area;
  - b. The courses are necessary to complete certification in the teacher's field of work; or
  - c. The courses are necessary to complete requirements leading to an advanced degree in the teacher's field of specialization; or
  - d. The courses are in additional areas of education in which the District expects the teacher to work.
4. Tuition and related fees for graduate or undergraduate courses will be paid for by the District where such courses have received prior approval from the Superintendent based on the course being specifically and directly related to a teaching assignment new to the teacher and in which he/she has little or no training. Any such graduate or undergraduate credits earned will not be applied toward salary payment. Tuition and fees paid by the District under this Article do not include textbooks or computer disks.
5. An "Application of Payment of Credit Hours" form must be submitted to the Superintendent (or designee) requesting payment for completed graduate hours and/or inservice hours on or before October 10 for salary adjustments in the first semester and on or before March 1 for salary adjustments to be made in the second semester. Further verification in the form of an official transcript (or certificate of course completion) must be forthcoming within sixty (60) days of the October 10 and March 1 dates.

Credits submitted for payment approval on or before March 1 will be reflected on the member's initial Salary Agreement for the upcoming school year. Credits submitted for payment approval after March 1 will not be reflected on the Salary Agreement for the upcoming school year but will be reflected in the Salary Agreements in subsequent years.
6. Standards and procedures for inservice courses:
  - a. The intent of this policy is to encourage unit members to continue their education in order that they may enhance their teaching effectiveness and

acquaint themselves with new educational concepts and techniques in their fields.

- b. These goals may be accomplished through District approved inservice courses.
- c. In order for any inservice courses to be counted towards salary adjustments, such courses must be approved in advance by the Superintendent of Schools to assure that its content is practical and will enable the classroom teacher to improve his or her skill in his or her teaching area. For payment purposes, fifteen (15) hours of certified inservice class time is equal to one graduate credit hour. Fifteen (15) hours of certified inservice class time may be accumulated for purposes of payment in no less than three (3) hour increments.

- 7. Teachers who achieve National Board Certification shall receive an additional stipend of three percent (3%) of their base salary for each year in which they maintain valid National Board Certification. Each teacher should submit a letter of intent notifying the Superintendent at the time of application for National Board Certification candidacy.

#### C. Extra Duties

Extracurricular Advisorships are annual appointments.

The following scale shall be the professional compensation for extra duties. This scale requires that those teachers involved are to fulfill adequately their responsibilities as teachers in addition to being fully capable of supervising the activities below.

Qualified members of the bargaining unit will be given first opportunity to fill the positions outlined in the extra-duty pay scale and the athletic program compensation schedule. If qualified individuals are unavailable for appointment to these positions, the positions may then be filled by persons not within the bargaining unit. In such case, the Chief School Officer shall notify the Association President of the appointment.

Extracurricular clubs/activities not yet established or included in this Article may run on a voluntary basis for one season or year upon Principal's recommendation and board approval. Following one voluntary season or year, and upon Principal's recommendation and board approval, the advisor for said club/activity shall be compensated under the stipend of "startup club" and subject to future negotiations by the District and the Association.

See Addendum 1.3 for "Extra Duties" titles/positions and stipends.

#### D. Athletic Program

A classroom teacher entitled to coach the following sports will be eligible for the following schedule. No person may be on this schedule unless the activity provides for at least four (4) interscholastic contests per year except for those coaching intramurals as provided in the schedule.

During the contract years, it is agreed that individuals coaching within the areas of modified sports activities shall be eligible for compensation as scheduled, even though these activities may not result in opportunities for interscholastic contests.

It is the intention of the District to provide for continuing appointments for coaches, but the District reserves the right to make appointments on an annual basis.

It shall be the duty of the Athletic Director to see that positions are covered and give the final approval before payment is made by the Business Office. The Athletic Director shall assign faculty in the Physical Education Department to coaching vacancies to insure a continuing program when the vacancy cannot otherwise be filled to the satisfaction of the Athletic Director.

See Addendum 1.4 for Athletic Program titles/positions and stipends.

1. Athletic Coaching Longevity

In addition to the stipends listed above, coaches shall be afforded a longevity increment provided they have met the following criteria:

- a. In order to be eligible for a coaching longevity payment, a coach must have accumulated experience in the same sport (boys or girls) and season (fall, winter, spring) at Cobleskill-Richmondville. Coaching experience from other districts and coaching outside the public school setting shall not be used to determine longevity payment eligibility.
- b. Coaching experience shall be cumulative, but need not be consecutive. Coaching service may be interrupted for any reason other than dismissal from the coaching position (during the season) or non-recommendation for reappointment (in the following season).
- c. Coaching longevity shall be paid at five-year intervals, beginning at the end of the fifth year and extending to the 20<sup>th</sup> year of coaching.
- d. At each interval, a coach shall be paid a longevity increment of \$250.
- e. Longevity increments shall be cumulative meaning that a coach earning a 15-year longevity increment shall receive a total of \$750 (\$250 + \$250+ \$250).
- f. The increment shall be paid to the coach in the same manner as the athletic stipend.
- g. Longevity increments shall be afforded only to coaches of interscholastic sports at the modified, JV, and varsity levels. Athletic supervision (AD, Assistant AD), coaching at the club/intramural/elementary level, and other athletic duties (chaperones, supervisors, timers, scorers, etc.) shall not be eligible for any longevity increment.

- h. It is agreed that coaching experience (in the same sport and season) that was completed at Cobleskill-Richmondville prior to this contract shall be used in determining eligibility for a longevity increment.

5-year longevity increment (\$250) payable beginning in 6th year  
 10-year longevity increment (\$250) payable beginning in 11th year  
 15-year longevity increment (\$250) payable beginning in 16th year  
 20+ year longevity increment (\$250) payable beginning in 21st year

- E. Teachers who are authorized to travel between buildings because of their assigned duties shall be reimbursed at the maximum rate per mile allowable by the IRS. Teachers who are assigned to transport students for school-related activities and who must use their own cars shall also be reimbursed at this rate and shall be fully covered by Board rider clauses for liability in the event of an accident. Teachers who use their own cars to drive to and from conferences shall be reimbursed at the same rate, provided prior approval for travel in personal car has been granted by the School Business Administrator or Manager.

- F. Grade Level Leaders (K-5)/Team Leaders (6-8) (12 month position)

The stipend effective 7/1/2020 is \$1,144.

The stipend effective 7/1/2021 is \$1,173.

The stipend effective 7/1/2024 is \$1,202.

Curriculum Leaders (K-5) (Math, Science, Social Studies) (10-month position)

The stipend effective 7/1/2020 is \$1,119.

The stipend effective 7/1/2021 is \$1,147.

The stipend effective 7/1/2024 is \$1,176.

Department Chairpersons (6-8, 9-12, 6-12, or K-12)

	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2024
2-3 teachers in department	\$959	\$983	\$1,008
4-8 teachers in department	\$1,342	\$1,376	\$1,410
9-13 teachers in department	\$1,914	\$1,962	\$2,011
14+ teachers in department	\$147 per teacher (in department)	\$151 per teacher (in department)	\$154 per teacher (in department)

Curriculum Leaders and Department Chairpersons serve on K-12 Teacher Leader Collaborative (TLC). It is understood that Grade Level Leaders (K-5), Team Leaders (6-8) and department chair positions are 12-month positions and will require some summer commitments. If assistant chairpersons are needed, a differential will be determined consistent with these amounts.

Area Coordinators (E/LA, Math, Science, Social Studies) (12 month position)

- The stipend effective 7/1/2020 is \$604
- The stipend effective 7/1/2021 is \$619
- The stipend effective 7/1/2024 is \$634



## G. Coordinators

Coordinator Assignment	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2024
Special Education	\$6,500	\$6,663	\$6,829
Guidance and Counseling	\$3,662	\$3,754	\$3,847
Reading & Compensatory Education	\$3,662	\$3,754	\$3,847
Preschool Special Education	\$1,467	\$1,504	\$1,541
Health	\$2,258	\$2,314	\$2,372
Dean of Students	\$5,000	\$5,125	\$5,253

Coordinators may be required to work during the period of time from the close of school through June 30 or from September 1 to the opening of school by administrative request. If Coordinators work during this time they will be compensated on a per diem basis. Additional days worked during July and August will be paid on a per diem basis upon prior administrative approval.

## H. Guidance/School Psychologist Differential

1. Each certified guidance counselor and school psychologist will be paid a differential for each year during this agreement in addition to the step on the salary schedule to which he/she is entitled as follows:  
The stipend effective 7/1/2020 is \$1,658.  
The stipend effective 7/1/2021 is \$1,699.  
The stipend effective 7/1/2024 is \$1,742.
2. School counselors and school psychologists will work beyond the school day as needed to fulfill professional responsibilities i.e., office professional staffing, parent/teacher conferences, evening programs and to promote school/community access to career development office resources.
3. School counselors and school psychologists may be required to work during the period of time from the close of school through June 30 or from September 1 to the opening of school by administrative request. If school counselors and school psychologists work during this time they will be compensated on a per diem basis. Additional days worked during July and August will be paid on a per diem basis upon prior administrative approval.

- I. Supervision - Teachers requested to remain or return after school hours for detention, athletic events, dances, et cetera by the administration will be compensated by the hour, as follows: \$18.48 (\$20 effective 2/1/2021). This does not apply to traditionally required activities such as parent conferences and/or open houses. Any unit member required to attend a CSE meeting during the summer recess period will be compensated at the supervision rate.

Curriculum - Staff members approved by administration for summer curriculum and/or program development work needed by the District will be compensated at an hourly rate as follows: \$23.70 (\$27 effective 2/1/2021).

Tutorial/Mentoring - Teachers asked by the District to assume teaching or mentoring duties outside of the regular work day or in the summer will be compensated at an hourly rate as follows: \$27.60 (\$30 effective 2/1/2021).

- J. Direct deposit of paychecks to more than one (1) financial institution will be provided. The District and the C-RTA shall investigate no-cost options that exist within the capacity of the District's payroll system.
- K. The District shall provide payroll deductions for unit members who direct the District to make deductions for VOTE/COPE, the political action organization of NYSUT. Such deduction shall be immediately transferred to NYSUT.

## **Article V**

### **Employment and Recruitment**

- A. The Association President will be notified of new hires, with the name, address, and telephone number.
- B. Credit for outside teaching experience including military service completed prior to employment will be evaluated by the Superintendent.
- C. The Superintendent shall evaluate and grant approval for salary purposes those courses successfully completed at the graduate level as outlined in Article IV-B-2 of this Agreement.
- D. If the District must employ an uncertified person, the Association President will be notified (except for per diem substitutes).
- E. Part-time teachers who are subsequently appointed to probationary appointments in the same tenure area as their part-time service shall be granted service (not seniority) credit as follows:
  - 1. Individuals employed on a less than half-time basis will receive one-half year's credit for every two years of part-time service, to a maximum of one year of credit.
  - 2. Individuals employed on a basis equal to or greater than a half-time basis will receive one-half year's credit for each year's service, to a maximum of one year of credit. Such service credit will then be applied to the probationary appointment for the purpose of reducing the probationary period.
- F. Teachers are not required to obtain substitutes but may be asked to assume duties for absent teachers in an emergency.
- G. Intent to terminate full-time probationary teachers must be provided in writing in a timely manner, consistent with New York State Education Law.

- H. A medical examination may be required for all teaching personnel before commencing initial employment as a teacher in the district. The results of such examination shall be filed with the District Clerk and maintained so as to protect the teacher's privacy. The examination shall be made by the school physician (at the district's expense) or by the employee's personal physician (at the employee's expense.) The examination shall follow the form prescribed by the Board of Education.

Consistent with Education Law section 913, the Board of Education during the course of employment may also require teaching personnel to submit to a medical examination, including a psychiatric examination, to determine the individual's physical or mental capacity to perform his/her duties, or to render final determination regarding that individual's fitness to teach. In such cases, the District may direct that the examination be conducted by its own physician or by a physician chosen by the teacher.

- I. The District will post pending vacancies, either promotional and/or regular. These postings shall be set forth on the District's website and a copy of each posting shall be sent electronically to the Association President.
- J. Salary Deductions: Salary deductions for unauthorized absence is at the rate of 1/200th of the employee's annual salary for each day of such absence for all employees on a ten months' basis; 1/220th of the employee's annual salary for each day on an eleven months' basis; and at the rate of 1/240th of the employee's annual salary for each day of absence for all employees on twelve months' basis. These rates will also be used when computing per diem rates.

## Article VI

### Leaves

#### A. Sick Leave

1. Fifteen (15) days of paid sick leave will be granted each teacher per year, five (5) of which may be used for illness or death in the "immediate family." This may be increased to 7 by the transfer of two unused days from the previous year. Unit members may request up to eight (8) additional days in a given year to be transferred from the member's current year sick leave to family days under special circumstances. Approval is at the sole discretion of the Superintendent of Schools and/or the Board of Education and is not grievable. Unused sick leave may be accumulated to 236 days. Sick leave days will be deducted from the current year's allocation prior to deducting from member's accumulated leave.
2. Personnel employed on an eleven month basis shall be granted 16 days of paid sick leave annually. Personnel employed on a twelve month basis shall be granted 17 days of paid sick leave annually.
3. Members of the "immediate family" include husband and wife, children, brothers and sisters, father and mother, grandchildren, grandparents, and any other person with whom the teacher has developed an immediate family-like relationship.
4. Time spent in military service by any member of the faculty while on probation or on tenure in this school system shall be included in computing sick leave

accumulations and apply only to those returning to the school system following termination of military service, under Military Law #243.

5. All sick leave benefits shall cease when a teacher for any reason shall cease to be employed by this school district. Accumulated sick leave benefits will not be lost during a leave of absence, nor will any be gained.
6. All unit members will complete and sign an Employee Absence Report Form (paper or electronic) within one (1) day of returning to work following an absence. Seven (7) days after the form is filed and recorded, the Report Form will be final.

For absences exceeding five (5) consecutive days of sick leave, the Superintendent may require the member to provide a certification from a physician validating the member's inability to perform his/her duties on the days in question. Absent such certification by the employee, the District shall offer evaluation by a school physician (at district expense) and withhold pay for the days in question if the member refuses such an evaluation.

7. Prior to October 1, the District will notify each teacher of the number of unused sick leave days at the expiration of the previous school year, and the number of days assigned to the Catastrophic Illness Bank.

#### B. Personal Leave

1. Three (3) days personal leave per year in addition to sick leave will be granted to each teacher for personal business reasons. Personal leave does not accumulate. Unused personal days will be applied to accumulated sick leave. Use of one personal day shall be at the sole discretion of the teacher, but may not be used to extend a vacation period or holiday period, except in case of emergency.

The remaining two personal leave days enable the employee to accomplish business which, through no fault of the employee falls on a scheduled work day, without resulting monetary loss. The use of these days shall not extend to the following:

- a. To accomplish business of a nature that could be accomplished or scheduled at another time;
- b. To extend a vacation period or holiday period, except in case of emergency;
- c. To follow an avocational interest.

The teacher upon return from personal leave shall fill out and sign the Employee Absence Report Form.

2. Requests for personal leave must be made at least 3 days or 72 hours in advance unless there is an emergency.

If, during the school year, any faculty member uses one (1) or more days of paid sick leave or personal leave, such number of days shall be deducted from his/her accumulation, and shall be deducted even though no substitute teacher was employed by the Board for all or any portion of such time.

C. Religious Leave

Beginning July 1, 1994 teachers annually will be entitled to use up to two days for religious observance of their fifteen allotted sick days. Upon retirement, if the teacher has not reached the maximum number of accumulated sick days for purposes of Compensation at Retirement, all sick days used since 7/1/94 for religious observance will be credited as unused sick days and added to those already accumulated for retirement purposes.

D. Child Care

1. Teachers who apply in writing for child care leave shall be granted such leave without pay or benefits except to the extent as required by the Family Medical Leave Act (FMLA). Applications for said leave must be made two (2) months prior to start of the leave. At the time that the leave is granted, written mutual agreement between the teacher and the Superintendent shall indicate the date that the teacher must notify the Superintendent of said teacher's intent to return or not return to service.

Child care leave may be granted as follows:

- a. The length of the above leave shall not exceed one (1) school year beyond the year in which the child is born or adopted.
  - b. The teacher may return from the child care leave of absence only at the beginning of a school semester unless otherwise agreed to by the Chief School Officer who has sole discretion in the determination.
2. An eligible employee shall be granted unpaid leave upon request for the purpose of child rearing of natural or adopted children. Applications for said leave must be made two (2) months prior to the start of the leave. In case of adoption, a teacher anticipating requesting a leave for an adoption of a preschool-age child shall notify the Superintendent upon registration with the adoption service registry and shall notify the Superintendent immediately upon the assignment of the adopted child. Such leave should be without pay or benefits except to the extent as required by law (FMLA) and shall commence at the discretion of the Superintendent, but no later than fifteen (15) working days after the custody of the child is taken by the teacher.

E. Leave of Absence

The Board may, within its discretion, grant leave of absence for a period not to exceed one (1) year without pay or paid benefits to teachers. Requests for leave shall be in the form of a written application. At the time the leave is granted by the Board, written mutual agreement between the Superintendent and the teacher shall indicate the date that the teacher must notify the Superintendent of said teacher's intent to return or not return to service.

#### F. Worker's Compensation Benefits

With respect to all lost time on-the-job accidents involving Worker's Compensation Benefits, personnel will be paid full salary less the applicable Compensation payments, under the following procedures:

1. Personnel will receive sixty (60) normal working days of pay less the applicable compensation benefits which will not be charged against sick leave.
2. Following the use of the above sixty (60) days, personnel have the option of using the balance of their accumulated sick leave days with the District paying full salary less the applicable compensation benefits.

#### G. Sabbatical Leave

Sabbatical leaves for professional development may be granted upon recommendation of the Superintendent and approval of the Board to members of the instructional staff who meet the requirements. The object of such leave is to increase each person's value to the system and thereby improve and enrich its program.

1. Sabbatical leave may, at the sole discretion of the Board, be granted for approved study, research or approved planned travel.
2. Members of the bargaining unit who have completed at least seven (7) full time consecutive years of instructional service within the system or who, if they previously have had a sabbatical leave, have completed at least six (6) full time consecutive years of service within the system from the date of their last sabbatical leave, shall be eligible for a sabbatical leave.
3. Sabbatical leave may be granted to at least two percent of full-time personnel in the unit.
4. When there are more applications than can be granted, the following factors (not necessarily listed in order of importance) may be considered in establishing priority:
  - a. Seniority in the district
  - b. Graduate Study
  - c. Applicants who have not previously had a sabbatical leave
  - d. Order in which applications are received
  - e. The plan submitted
5. Applications for sabbatical leave must be submitted prior to March 1 for the next school year. The Board shall notify all applicants no later than April 1.
  - a. For a leave of more than half a year (semester) the teacher shall be paid fifty (50) percent of the amount of her/his salary for the leave period according to the salary schedule in effect during the leave. For one-half year's leave (semester) the teacher shall receive full pay in accordance with the salary schedule in effect during the leave.

- b. The period of leave shall count as regular service for the purpose of salary increment. Upon the return of the teacher to her/his regular position, he/she will be entitled to the normal salary increment and any other increases and benefits provided by the district.
- c. The period of leave shall not count as regular service for the purpose of accumulating sick leave but will count as credit toward seniority and retirement. However, any sick leave accumulated prior to the sabbatical leave will remain in effect upon the return of the staff member.
- d. The sabbatical leave salary shall remain in effect even if the teacher receives any cash awards or grants.
- e. A teacher upon the completion of sabbatical leave shall be returned to the same position previously held unless mutual agreement on a different position is reached between the teacher and the Board.
- f. A teacher receiving a sabbatical leave must return for two (2) school years or repay the school district for costs received during the sabbatical leave.

#### H. Jury Duty

Employees required to serve on jury duty will receive their normal district wages during the period of jury service. For state jury service, the employee will not be eligible for any government paid jury fee. For federal jury service, the employee will receive a government paid jury fee, which must be remitted to the District. Court paid mileage or parking reimbursement, if any, may be retained by the employee.

#### I. Association Leave

The District will grant the Association eight (8) person days for attending conferences and/or conventions of the Association and its related parent organizations, the last four (4) days of which the Association will pay the cost of substitutes. Any other use will be by mutual agreement between the Superintendent and the Association. The Association will notify the Superintendent ten (10) days prior to the leave.

#### J. Other Absences

Absences not covered by the aforementioned paragraphs will result in both full loss of pay and cost of benefits at the rate pursuant to Article V. J. Any such absence is subject to the prior approval of the Superintendent.

### Article VII

#### **Catastrophic Illness Bank**

The Association and the District understand and agree that there will be from time to time extraordinary situations which may result from a catastrophe causing a teacher to exhaust all of her/his accumulated personal and sick leave days. With this in mind, a Catastrophic Illness Bank will be established and operate for members who require preliminary hospitalization and subsequent recuperation due to accidents or long-term

illness, to include disability caused by complications associated with an abnormal pregnancy or other circumstances deemed catastrophic by a Board of Directors.

Catastrophic is defined as the employee's personal illness of a nature beyond the scope of normal, routine illness and which will extend over a long period of time.

The Catastrophic Illness Bank will be established and operate according to the following:

- A. **Board of Directors**  
There will be a Board of Directors in charge of executing all business of the Bank. The Board of Directors will consist of two members of the Association, the Superintendent, and one member appointed by the President of the Board of Education thus consisting of four total members. All decisions of the Board of Directors will require a simple majority. In the case of a deadlock, the Board of Education will make a final determination.
- B. Each teacher will be eligible and will be enrolled in the Sick Bank each year of this Agreement. Continuing teacher members who choose not to participate must notify the District in writing by November 1 of each year. New teachers who choose not to participate must notify the district in writing within 60 calendar days of commencing service with the District.
- C. Each participating member shall contribute one day of her/his personal sick leave in the first month of eligibility.
- D. The maximum allowable accumulation of days in the Bank shall be equal to the number of members in the Bank for that year.
- E. At the end of each year, all days that remain shall be carried into the following school year but shall not exceed the maximum. Once the maximum has been reached there will be no further contributions from members until the accumulated total falls to zero days. When the total number of days remaining in the bank reaches thirty (30) or fewer days the District will notify the Board of Directors that there is an impending need to replenish the Bank. The Board of Directors will be responsible for notifying and assessing the members of the Bank in order to replenish the sick bank.
- F. Applications for use of Sick Bank days should be submitted in writing as soon as the need becomes apparent, or upon depletion of personal and sick leave. This application will be prepared by the Association with the assistance of the District and will be made available in the District Office. A doctor's certificate stating the seriousness of the disability and an approximate date when the teacher can be expected to return to work must accompany all applications before they can be considered by the Board of Directors. The Board of Directors may request verification of need for Sick Bank days through another physician.
- G. The maximum number of days that can be withdrawn on any one application shall not exceed thirty (30) days with a limit of 90 days per member per school year.
- H. Teachers who are given days from the Sick Bank are expected to use them in a manner consistent with the intended purpose of the Sick Bank.



- I. In the event that a member inappropriately uses days, he/she will be required to return sick days to the District for all days determined as such by the Board of Directors and will be ineligible to reenter the Bank. The decision of the Board of Directors in matters of determining use and improper use is final and may not be grieved or appealed by any member.

## **Article VIII**

### **Teaching Conditions**

#### **A. Teacher Evaluation and Dismissal**

1. At the time of a classroom observation, teachers shall be informed as to who shall observe and that such observation is occurring.
2. A minimum of three observations per year shall be made of probationary teachers, at least one of which shall be scheduled.
3. Observation procedures and evaluation criteria shall be distributed to all teachers at the start of each school year.
4. The use of the public address or audio systems and similar devices for teacher evaluation is not permitted.
5. A conference must be held, at the request of either the administrator or the teacher, following each observation for the purpose of discussing such observation. Teachers shall have the right to respond in writing to any observation and to have such response placed in the teacher's personnel file.
6. Observation done by grade level or department chairpersons shall not be placed in the teacher's personnel file.
7. Teachers will have the right upon request and with reasonable notification, to review the contents of their personnel file and to make copies of any documents in it. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
8. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents thereof. In the event that a teacher refuses to sign said material, it shall be witnessed by the Association President and entered into the teacher's personnel file. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy. The teacher may request that this matter be reviewed by the Board.

9. Each teacher shall be given the opportunity to have a representative of the Association present at meetings or hearings where he/she may be reprimanded, dismissed, or disciplined.
10. Non-recommendation for Tenure
  - a. If the Chief School Officer is considering making a recommendation of dismissal, non-renewal, or non-granting of tenure of a probationary teacher to the Board of Education, he/she or in his/her absence the acting Chief School Officer will discuss such consideration with the teacher prior to making any such recommendation.
  - b. One year prior to the expiration of probationary appointment, the teacher will be notified of his/her tenure recommendation status. Reasons for non-recommendation will be provided in writing to the teacher. A positive recommendation for tenure under this provision does not preclude the District from subsequently taking action under paragraph 10 c.
  - c. If such reasons for non-recommendation for tenure occur during the final year of probationary appointment, the district will follow the requirements set forth in Education Law Section 3031.

**B. Miscellaneous**

1. The work year shall be 187 days including Staff Development Days (or Superintendent's conference days) and emergency closing days with no more than 182 student contact days. Up to 2 student contact days and/or staff development days (work year days) will be used to extend a recess period or weekend if less than 5 emergency closing days are utilized in any academic year (i.e. if 4 days are utilized, 1 day will be added as described; if 3 days or less are utilized, 2 days will be added as described).
2. Each teacher will receive an average of 200 minutes per week of preparation time. Planning time will not be lost due to the absence of a special subject teacher.
3. Grades K-5 classroom teachers will not be assigned recess playground duty.
4. Work Day
  - a. Changes in public education may require creative scheduling. This may provide for teachers to have different schedules and different starting and ending times. The work day for members of this unit is currently seven (7) hours and sixteen (16) minutes of time, including thirty (30) minutes of duty-free time for lunch. The District reserves the right to adjust the starting and ending time earlier or later, but shall not exceed seven (7) hours and sixteen (16) minutes. The District will notify the Association prior to commencement of any such adjustment.
  - b. Starting and ending times that differ from the norm in any particular building for any individual or group of teachers shall be subject to mutual agreement between and among the teachers, Building Principal, Superintendent, and Association President.

- c. Except for duty-free lunch and preparation period, the District reserves the right to assign teachers such duties as needed for safe operation presently assigned to teachers by the District including, but not limited to, homeroom supervision, taking attendance, study hall, corridor duty, and bus duty. Consideration for their teaching loads will be given.
  - d. Such professional activities as faculty meetings, committee meetings, open houses, planning, parent conferences, grading papers, and the like occur outside this time without additional compensation. The third Wednesday of each month when school is in session shall be reserved for one (1) mandatory after-school faculty meeting. An additional monthly after-school meeting time shall be reserved for one (1) professional development workshop. Attendance at the professional development workshops is voluntary for all unit members.
5. Interaction with and involvement of parents is key to the success of the student, to providing a quality educational experience for students, in developing student outcomes and in accomplishing the school's mission. We support a wide range of professional activities which encourage parent/teacher discussions and interactions. These include, but are not limited to, open houses (both individual classroom and building-wide); student performances such as plays, concerts, art shows and athletics; parent/teacher conferences; participation in parent/teacher associations; interim grade reports; telephone calls to parents and the like.
6. Teachers who expect to be absent are required to notify the principal or his/her designee giving them enough time to find a suitable substitute. Notification at the end of the day regarding the next day is requested if the absences continue beyond one day.

## **Article IX**

### **Insurance Protection**

**Effective 7/1/2020 through 6/30/2021, the following insurance protections shall be provided to eligible members.**

#### **A. Individual/Family**

The District shall make available a group health insurance program providing benefits comparable to the current Blue Shield Health Insurance Programs to eligible unit members during their employment as follows:

- 1. For all unit members, the rates of contribution of the District shall be eighty-four (84) percent of the total charge for individual coverage and eighty-four (84) percent of the total charge for dependent coverage.
- 2. Individuals who retire during the term of the contract shall be covered at the rate equal to that of the active duty employees, as applicable.

3. All employees shall be required to satisfy ten (10) years of service in order to be eligible to continue the health insurance program in retirement as offered by the District.
  4. The District shall make available to all unit members the Blue Shield Prescription Drug Plan or an equivalent. The co-pay for generic prescriptions is \$15, and the co-pay for name brand prescriptions is \$20. Prescription co-pays may be submitted to Blue Shield for consideration of reimbursement. The balance not paid by Blue Shield will no longer be reimbursed by the District. Retirees of the former Cobleskill CSD, the former Richmondville CSD, and/or the Cobleskill-Richmondville CSD shall be covered at the same rate of contribution in effect at their retirement as related to prescriptions.
  5. The District and the Association agree to cooperate in the elimination of dual coverage within the plan provided by the District.
  6. If requested, in lieu of the Blue Shield Insurance Program, the District shall make available to eligible unit members during their employment a Health Maintenance Option (HMO).
  7. The District will make available an IRS-approved "Premium-only Cafeteria Plan" under section IRC 125 whereby the employee's share of health insurance premiums will be deducted on payroll before federal, state, and social security taxes are calculated.
  8. The District hereby agrees to reimburse unit members who currently have Health Maintenance Organization (HMO) coverage or Preferred Provider Organization (PPO) coverage all doctor visit co-pay amounts above ten dollars (\$10.00). The co-pay for generic prescriptions is \$5, and the co-pay for name brand prescriptions is \$20. Prescription co-pays will no longer be reimbursed by the District. Reimbursed claims presented to the Board will be paid as all other claims are. The bill submitted by the unit member shall disclose the service provided and shall identify the person for whom the service was submitted under this section. The reimbursement will not come from the employee's dental/optical/deductible fund.
- B. The District will make available a Flexible Spending Account (FSA). The FSA lets unit members set aside a certain amount of each paycheck into the account – before paying income taxes. During the year, unit members will have access to this account for the reimbursement of health-related expenses not covered by insurance. Contributions made to the FSA are voluntary but once made are irrevocable per Internal Revenue Code regulation Section 125 and any unused balance will revert to the district.
- C. Dental/Optical Self-insurance Program
1. The District shall establish an employee's self-insurance dental/optical plan of \$500.00 for each school year per active full-time unit member. The money may be applied toward the health insurance deductible.
  2. Each active full-time unit member is entitled to reimbursement from the program for expenses actually and necessarily incurred for dental/optical care for

him/herself, his/her spouse, and his/her dependent children up to \$500.00 for each school year. Payment from the program shall be made on a monthly basis following the submission of signed, receipted bills from the provider of the service. Said claim shall be made and paid as any other claim would be made to the Board. The bill shall disclose the service provided and shall identify the person for whom service was submitted under this section.

3. The maximum reimbursement to which any active full-time unit member is entitled in any school fiscal year (July 1 - June 30) shall be no more than \$500.00 for each school year.
4. The District's responsibility is solely to administer the program and it shall have no liability beyond the \$500.00 for each school year paid per eligible full-time active unit member in so administering the program, to any employee or group of employees or any third party.
5. This program shall apply solely to active, full-time unit members, with any payment to unit members employed on a less than full-time basis to be prorated on the basis of the percent of total employment.
6. This program shall not cover any past, present, or future retired members of the teaching staff.
7. Dental and/or optical vouchers acquired for a fiscal year, July 1 through June 30, will be accepted for reimbursement if submitted by July 10 of the next fiscal year. Any claims for the year ending June 30 submitted after July 10 will be credited forward into the new fiscal year. The payment will be made after September 15. Reimbursement will come from the new fiscal year pool.

**Effective 7/1/21, the following insurance protections shall be provided to eligible members.**

- A. The District shall make available a base-level group health insurance plan (Blue Shield PPO/815 Plan) to eligible unit members during their employment as follows:
  1. For all unit members, the rates of contribution of the District shall be eighty-four percent (84%) of the total premium for individual coverage and eighty-four percent (84%) of the total premium for dependent coverage.
  2. The District shall make available to all Blue Shield subscribers a Blue Shield Prescription Drug Plan (with BlueShield's ASO Custom Formulary) or equivalent. The co-pay for prescriptions shall follow three tiers, along with mail-order prescriptions: Tier 1 (\$5), Tier 2 (\$25), Tier 3 (\$40) and mail-order (2x co-pay for a three-month supply). The District's rate of contribution for the prescription drug plan shall be eighty-four percent (84%) of the total charge for individual or dependent coverage.
- B. In addition to the base-level plan, the District also shall make available to eligible unit members during their employment an **Exclusive Provider Organization (EPO)** option (CDPHP EPO/CASHIC Plan).

1. The District shall contribute eighty-four percent (84%) of the corresponding (i.e., individual or family) base-level (Blue Shield PPO-815) plan toward premium cost.
  2. Each year, employees (or eligible retirees) opting for the EPO plan shall be responsible for all premium costs in excess of the district's base-level contribution.
- C. For the term of this Agreement, the District shall continue to make available two additional plans to those members already enrolled in those two plans: the BSNENY 907 (Traditional Indemnity) plan and the MVP plan.
1. The District shall contribute eighty-four percent (84%) of the corresponding (i.e., individual or family) base-level (Blue Shield PPO-815) plan toward premium cost.
  2. Each year, employees (or eligible retirees) opting for the BSNENY 907 or the MVP plan shall be responsible for all premium costs in excess of the district's base-level contribution.
- It is mutually agreed that these two aforementioned plans shall terminate on June 30, 2025 and that, upon termination, eligible unit members may choose to enroll in one of two existing plans, the Blue Shield PPO-815 plan or the CDPHP EPO-CASHIC Plan.
- D. The District will make available an IRS-approved "Premium-only Cafeteria Plan" under section IRC 125 whereby the employee's share of health insurance premiums will be deducted on payroll before federal, state, and social security taxes are calculated.
- E. Individuals who retire during the term of the contract shall be covered at the rate equal to that of the active duty employees, as applicable, for their chosen plan. All employees shall be required to satisfy ten (10) years of service in order to be eligible to continue the health insurance program in retirement as offered by the District.
- F. Retirees of the former Cobleskill CSD, the former Richmondville CSD, and/or the Cobleskill-Richmondville CSD shall be covered at the same rate of contribution in effect at their retirement.
- G. Association members (and any insured spouses) retiring after July 1, 2021 shall be required to migrate to a Medicare Advantage Plan, if such a plan is offered/sponsored by the district, upon attaining age of eligibility for Medicare as a condition of continuing district-sponsored health insurance in retirement. District contribution toward Medicare Advantage Plan premium shall be at the same rate in effect at their retirement.
- H. Health Reimbursement Account
1. Effective June 30, 2021 all benefits payable via the district's Dental and Optical Self-Insurance Program (Article IX-C) under this and previous contract(s) shall cease.

2. In lieu of the self-insurance program, and effective July 1, 2021, the District shall contribute a fixed sum annually (as stipulated below) into an approved Health Reimbursement Account (HRA) for each member's benefit. Reimbursements from this account shall be governed by federal and state law and the district's plan document.

For 2021-22 School Year: \$ 750  
For 2022-23 School Year: \$1,000  
For 2023-24 and 2024-25: \$1,000

3. The maximum balance in each member's HRA (effective July 1 of each year) shall not exceed \$1,500, including any roll-over of unused contributions as permitted by law.
4. The district shall pay for all costs associated with the administration of this plan.
5. Association members employed on a full-time basis shall be entitled to the full contribution. Those employed on a less-than-full-time basis are eligible for a prorated contribution based on their assigned full-time-equivalent (FTE).
6. This HRA contribution is available only to active members of the association; the district shall not afford this benefit to any past, present, or future retired members of the Association

## **Article X**

### **Grievance Procedures**

- A. Declaration of Purpose - Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the District and its teachers is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the Association may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its teachers are afforded adequate opportunity to dispose of their differences.
- B. Definitions
  1. "Aggrieved Party" shall mean any person or group of persons in the negotiating unit filing a grievance.
  2. "Administrator" shall mean any administrator or immediate supervisor responsible for or exercising any degree of supervision over teaching personnel.
    - a. "Chief School Officer" shall mean the Superintendent of Schools.
    - b. "Immediate Supervisor" shall mean the administrator to whom the teacher is directly responsible (e.g., secondary teacher to department head, subject supervisor, director or building administrator; elementary teacher, immediate supervisor shall be the building administrator.)

3. "Representative" shall mean the person or persons designated by the aggrieved teacher as his/her counsel or to act in his/her behalf.
4. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of this Agreement or District policies which relate to or involve the teacher in the exercise of the duties assigned to him/her.
5. "Party in Interest" shall mean the person or persons filing the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
6. "Grievance Committee" shall mean that committee created and constructed by the Association. The chairperson of such Grievance Committee will be identified to the Chief School Officer, who will be updated of any change.
7. "Days Referred To" shall be days in which school is in session, except between the last day of June and the first day in September, where days shall mean calendar days excepting Saturdays, Sundays, and holidays and where already noted as calendar days.

#### C. Procedures

1. Except at the informal stage, all grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies involved in the said grievance, the time when and the place where the alleged events or condition constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for the informal decisions at Stage One, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.
3. If a grievance affects a group of teachers or is associated with system-wide policies, it may be submitted directly at Stage Three described below.
4. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
5. Except as otherwise provided in Stage One, an aggrieved party and any party named in a grievance shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
6. Forms for filing grievance will be developed by the Association.



7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
8. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future procedures.
9. The grievant may choose whomever she/he wishes to represent her/him at Stages One, Two, and Three of this procedure.
10. If any provisions of this grievance procedure or any application therefore to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
11. Copies of transcripts prepared for or by the hearing officers at Stages One, Two or Three shall be made available as soon as possible.
12. All hearings shall be confidential.

D. Time Limits

1. The time limits specified in this procedure may be extended or shortened in any specific instance by mutual written agreement. "Days" shall mean a day school is in session except that between July 1 and August 31 inclusive "days" shall mean a day other than Saturday, Sunday, or legal holiday.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
3. No written grievance will be entertained and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
4. In the event a grievance is filed on or after June 1, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

E. Process

1. Stage One - The aggrieved party and/or his/her representative shall orally or by e-mail present his/her grievance to his/her immediate supervisor who shall orally or by e-mail and informally discuss the grievance with the aggrieved party. The immediate supervisor shall render his/her determination to the aggrieved party

within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to Stage Two.

2. Stage Two - If the immediate supervisor of an aggrieved party is a department head, subject supervisor or director, the aggrieved party and/or his/her representative shall orally or by e-mail present his/her grievance within five (5) school days to the building administrators who shall render his/her determination to the aggrieved party within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to Stage Three.

3. Stage Three -

- a. Within five (5) school days after a determination has been made at the preceding stage, the aggrieved party and/or his/her representative may make a written request to the Chief School Officer for review and determination.
- b. The Chief School Officer shall immediately notify the aggrieved party and/or his/her representative, the immediate supervisor and any other administrator previously rendering a determination in the case to submit written statements to him/her within five (5) school days, setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
- c. If such is requested in the written statement of either party pursuant to paragraph "b" above, the Chief School Officer shall notify all parties in interest of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) school days of receipt of the written statements pursuant to paragraph "b" above.
- d. The Chief School Officer shall render his/her written determination to the parties in interest and the President of the Association within ten (10) school days after the written statements pursuant to paragraph "b" have been presented to him/her.

4. Stage Four - Board of Education

Within fifteen (15) days after receiving the decision of the Superintendent, the teacher and/or Association may appeal the decision in writing to the Board of Education. Within fifteen (15) school days after the receipt of an appeal, the Board, or a committee thereof, shall hold a hearing on the grievance. The hearing shall be conducted in executive session. Within five (5) school days after the conclusion of the hearing the District shall render a decision in writing.

5. Stage Five - Arbitration

- a. The aggrieved party and the Grievance Committee, if they are not satisfied with the Stage Four decision, may appeal the decision to arbitration by

sending by certified mail two (2) completed Demand for Arbitration or Submission to Arbitration to the appropriate regional office of the American Arbitration Association (AAA) within ten (10) days of receipt of the Stage Four decision. A copy of the completed Demand for Arbitration or Submission to Arbitration must be delivered to the Chief School Officer at the same time the original is mailed to the AAA. Thereafter, the selection of an arbitrator and the arbitration process shall proceed in accordance with the procedures of the American Arbitration Association.

- b. The costs for the services of the arbitrator will be borne equally by the District and the Association. Only a grievance as defined in Article X.B.4 shall be subject to arbitration. The determination and award of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall not have the power to add to, subtract from, or modify this Agreement but may fashion any legal remedy deemed appropriate by the Arbitrator upon sustaining a grievance.

## **Article XI**

### **Employer-Sponsored Retirement Savings Plans**

The District shall permit each unit member to enter into one or more employer-sponsored retirement savings plans with an agent of his/her choice. The offerings shall be subject to the district's approved plan documents and may include IRS 403-B, IRS 403-B-7, IRS 403-B (Roth) and IRS 457 plans.

New plans or agent changes will be honored if made by September 15, November 15, January 15, April 15 and June 15 and prior notification of thirty (30) days to the School Business Administrator or Manager. Any changes in amount of money will be allowed if notification of 30 days before September 15, November 15, January 15, April 15 and June 15 is made to the School Business Administrator or Manager. Contributions to more than one TSA will be honored.

## **Article XII**

### **Payroll**

- A. The 10-month employee has the option of choosing 21 or 26 equal installments; employees choosing 26 pay installments will have one "summer check" equivalent to five (5) installments available in the last payroll period of the academic year.
- B. Teachers absent on payday will have their paychecks placed in their school mailbox unless they request otherwise. They must provide stamped, addressed envelopes if they desire to have them mailed.
- C. Payroll deductions of NYSUT Trust will be available to teachers upon request.
- D. Payroll will be distributed every other week commencing on the second Thursday after the first day of classes.

- E. If the first regularly scheduled payroll of the school year falls on the third Thursday of September, then one-half of the full payroll shall be paid on the second Thursday of September followed by the other one-half on the third Thursday of September. Full bi-weekly payrolls will be paid thereafter (2 weeks after the third Thursday).

### Article XIII

#### Dues Deduction

- A. Teachers who desire payroll deduction for payment of dues to the Association shall individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to said Association. Teacher authorization shall be in writing in the form set forth as follows:

#### Designation and Payroll Deduction Authorization

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(last, first, initial)	(building)
(address)	

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To: Board of Education of Cobleskill-Richmondville Central School District

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Cobleskill-Richmondville Teachers Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Association indicated below, the dues as certified by the respective Association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

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(date)	(signature)
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- B. Deductions referred to in Section A above shall be made in twenty (20) consecutive equal installments, beginning with the second pay period in September. No later than the first pay day of each September, the Association shall:
1. Provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the Association.
  2. Forward at the same time to the affiliated associations a list of the members and their addresses who have elected payroll deductions for such associations.
- C. The District shall, at the end of each month from which a dues deduction is made, transmit to the Association the total amount deducted, together with a listing of the members from whom deductions have been made and the amount deducted for the Association.

- D. An employee may withdraw his/her authorization for dues deduction at any time, but only once during a school year by written notice to the District at least two (2) weeks prior to the effective pay period.
- E. The Association agrees to hold the Board harmless from any and all damages and liability which may be sustained or which may arise as a result of making the dues deductions called for in this section.

## **Article XIV**

### **Compensation at Retirement**

The District and the Association agree that long-term, dedicated service by teachers to the District is desirable and valuable to both parties. With this in mind, Association members retiring in accordance with the rules and regulations of the New York State Teachers Retirement System (NYSTRS) may receive benefits subject to the following conditions:

#### **A. Retirement**

- 1. To be eligible for any provisions in Article XIV, the teacher must be actually retiring under terms of the NYSTRS, not merely vesting.
- 2. To be eligible for any provision in Article XIV, the retiring teacher, by January 15 of the year of retirement, must submit a binding, irrevocable letter of resignation for the purpose of retirement, with an effective date of retirement to be between July 1 and August 31 of that calendar year (example – letter submitted 1/10/17 with retirement effective 7/1/17). This letter must indicate a date certain (specific) for retirement. No exceptions will be made, except as noted below (XIV.A.3), and this is not subject to the grievance procedure.
- 3. At the discretion of the Superintendent and the Board of Education, notification in A.2. above may be waived under extraordinary circumstances and this clause is not subject to the grievance procedures.
- 4. All payments made by the District to unit members under Article XIV (Compensation at Retirement) will be deposited into an Employer Non-Elective Contribution for 403(b) Plan under that unit member's name, according to IRS regulations in effect at that time (see attached Addendum 3). Unit members are to notify the District in writing no later than May 1 as to which participating vendor the District is to deposit funds. The choice will be irrevocable after May 1. Deposits will be made not later than thirty (30) days immediately following the teacher's effective retirement date.

- B. For purposes of payment for unused sick leave at retirement, sick leave days may be accumulated to 236 days.

Teachers who retire shall be compensated for fifty percent (50%) of their accumulated sick leave days. The maximum amount of days to be compensated shall equal no more than 118 days (50% of 236 total possible days). Days will be paid at the rate of \$75 per day (up to a maximum of \$8,850)

- C. Teachers who have attained the first year of eligibility for immediate retirement pursuant to the rules and regulations of the NYSTRS and who retire in that year as per the conditions outlined in Article XIV.A.2. will be paid an additional \$6,000.
- D. In the event that a teacher dies in service after having made the required announcement of retirement and serves one day in the final school year of service, the compensation due shall be paid to that individual's estate.
- E. The District and the Association agree that interpretations of Article XIV are not subject to the grievance procedure. All decisions made by the Superintendent of Schools and the Board of Education are final.

## **Article XV**

### **Mini-Grant Program**

#### **A. Limitations**

The awards will range from \$50 - \$750. They will be expended from a pool of budgeted district funds not to exceed \$6,000 in any one year. Money not expended in one year will not roll over to the next year.

The District's Professional Growth Committee (PGC) will review the proposals and make recommendations to the Superintendent of Schools for the award of the mini-grants. The final determination of the allocation of the grants will rest with the Superintendent of Schools.

#### **B. Procedures**

In order to apply for a mini-grant, the interested teacher(s) will be required to prepare a proposal listing the educational needs of the students which will be addressed; the program objectives as they relate to the goals of the district; a description of the program activities; an explanation of how the project will be implemented (if applicable); a plan for evaluation of the project; and a project budget.

## **Article XVI**

### **Non-Resident Students**

Teachers who are not presently residing in the District may request to have their school-aged children enrolled in any K-12 academic programs offered by the District. This request must follow the same procedure as set forth in Board policy regarding "Non-Resident Students" (including renewing the request annually) except that the tuition fee will be waived.

## **Article XVII**

### **Miscellaneous Provisions**

- A. This agreement shall constitute the full and complete commitments between both parties and 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.
- B. This Agreement shall supersede rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. 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 provisions or application shall not be deemed valid and subsisting but all other provisions shall continue in full force and effect.
- D. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval, in accordance with section 204-a of the New York Civil Service Law.

## Article XVIII

### Duration of Agreement

This contract shall be effective as of July 1, 2020 and shall continue in effect through June 30, 2025.

In witness whereof, the parties hereto have caused this agreement to be signed by their respective representatives on this 1<sup>st</sup> day of March 2021.

  
Signature of the Cobleskill-Richmondville  
Teachers Association President

  
Signature of the Chief School Officer

  
Signature of the CRTA Representative

  
Signature of Board of Education President



**Addendum 1.1: Salary Schedule**

Step	Effective July 1, 2020		Effective February 1, 2021		2021-22	
	B	M	B	M	B	M
1	41,259	41,959	42,172	43,008	43,093	44,083
2	42,024	42,768	42,944	43,837	43,874	44,933
3	42,805	43,594	43,733	44,684	44,670	45,801
4	43,601	44,435	44,537	45,546	45,482	46,685
5	44,413	45,294	45,357	46,426	46,311	47,587
6	45,741	46,670	46,198	47,837	46,910	49,033
7	46,586	47,563	47,052	48,752	47,522	49,971
8	47,448	48,475	47,922	49,937	48,402	51,535
9	48,327	49,404	48,810	50,989	49,298	52,714
10	49,223	50,352	49,715	52,061	50,212	53,912
11	50,138	51,319	50,639	53,152	51,146	55,131
12	52,320	53,556	52,843	55,245	53,372	57,076
13	53,272	54,562	53,805	56,376	54,343	58,335
14	54,242	55,588	54,784	57,928	55,332	60,326
15	55,482	56,885	56,037	59,207	56,597	61,687
16	56,992	58,452	57,562	60,713	58,138	63,131
17	59,544	60,292	60,139	62,699	60,741	65,167
18	61,036	61,752	61,646	64,196	62,263	66,701
19	62,296	63,012	62,919	65,587	63,548	68,227
20	66,807	67,602	67,475	70,092	68,150	72,644
21	69,002	69,903	69,692	72,401	70,389	74,961
22	72,589	74,661	73,315	77,028	74,048	79,453
23	76,366	78,539	77,130	80,502	77,901	82,515
24	77,821	80,098	78,599	82,200	79,385	84,355
25	79,120	81,489	79,911	83,776	80,710	86,121

**Addendum 1.1: Salary Schedule, continued**

Step	2022-23		2023-24		2024-25	
	B	M	B	M	B	M
1	43,524	45,295	43,959	46,541	44,399	47,821
2	44,312	46,169	44,756	47,438	45,203	48,743
3	45,117	47,060	45,568	48,355	46,024	49,684
4	45,937	47,968	46,397	49,287	46,861	50,643
5	46,774	48,896	47,242	50,240	47,714	51,622
6	47,379	50,381	47,853	51,767	48,332	53,190
7	47,998	51,345	48,478	52,757	48,962	54,208
8	48,886	52,953	49,375	54,409	49,868	55,905
9	49,791	54,163	50,289	55,653	50,792	57,183
10	50,715	55,395	51,222	56,918	51,734	58,484
11	51,657	56,647	52,174	58,205	52,696	59,805
12	53,905	58,646	54,444	60,258	54,989	61,915
13	54,886	59,940	55,435	61,588	55,989	63,282
14	55,886	61,985	56,444	63,689	57,009	65,441
15	57,163	63,384	57,735	65,127	58,312	66,918
16	58,719	64,867	59,306	66,651	59,899	68,484
17	61,348	66,959	61,962	68,800	62,581	70,692
18	62,885	68,535	63,514	70,420	64,149	72,356
19	64,184	70,103	64,825	72,031	65,474	74,012
20	68,831	74,642	69,520	76,695	70,215	78,804
21	71,093	77,022	71,804	79,140	72,522	81,316
22	74,789	81,638	75,536	83,883	76,292	86,190
23	78,680	84,784	79,467	87,116	80,261	89,511
24	80,179	86,675	80,981	89,059	81,791	91,508
25	81,517	88,489	82,333	90,922	83,156	93,423

### **Addendum 1.2 Salary Schedule, notes...**

1. All salaries listed on this schedule represent base pay only and do not reflect payment for earned credit hours. Specifically, credits earned for completion of a master's degree are not included in the salaries in the "Masters" column.
2. In addition to the base salaries listed on this schedule, unit members shall be eligible for longevity increments as follows:
  - a. A unit member shall receive a longevity increment of \$750 at the beginning of the 25<sup>th</sup> year of credited service to CCS, RCS, and/or C-RCS. The longevity increment will be added to the unit member's base salary. This increment will continue to retirement.
  - b. A unit member shall receive an additional longevity increment of \$750 at the beginning of the 27<sup>th</sup> year of credited service to CCS, RCS, and/or C-RCS for a total of \$1,500. The longevity increment will be added to the unit member's base salary. This increment will continue to retirement.
  - c. A unit member shall receive an additional longevity increment of \$1,500 at the beginning of the 30<sup>th</sup> year of credited service to CCS, RCS, and/or C-RCS (for a total of \$3,000). The longevity increment will be added to the unit member's base salary. This increment will continue to retirement.
  - d. For the purposes of this aforementioned longevity increment, "credited service" shall be defined as teaching employment with the Richmondville, Cobleskill, and/or Cobleskill-Richmondville Central School District.
    1. Part-time, full-year service is included and shall not be pro-rated. For example, one year of part-time service (less than 1.0 FTE) shall be credited as one year of service.
    2. Partial-year service (less than 10-months/187 days) shall be included provided that at least a half-year of service (5 full months or more) is rendered. For example, a teacher serving for five months or more shall be credited as one year of service. Partial-year service of less than 5 months shall not be included in credited service calculations.
    3. Non-consecutive years of service are included.
    4. Long-term regular substitute teaching service immediately preceding a probationary appointment to the same tenure area IS included provided the service meets the requirements of #2, above.
    5. Per diem substitute service is not included.
    6. Paid leaves of absence (sick, maternity, sabbatical, or other board-approved, paid leaves) are included in credited service calculations. If a unit member's active service and/or paid leave of absence totals at least a half year's service (consistent with #2, above), it shall be included in credited service calculations.
    7. Unpaid leaves of absence are NOT included in credited service calculations.
  - e. Due to these rules, credited service for calculation of the longevity increment will not necessarily be the same as years of credited service to the NYS Teachers Retirement System and/or years of credited service on the district's seniority list

### Addendum 1.3 Extracurricular Advisorship Stipends

Position/Activity	Effective 7/1/20	Effective 7/1/21	Effective 7/1/24
Academic Challenge Coach	\$786	\$806	\$826
Advisor to Freshman Class (up to 2)	\$1,151	\$1,180	\$1,209
Advisor to Junior Class (up to 2)	\$2,065	\$2,117	\$2,170
Advisor to Senior Class (up to 2)	\$2,409	\$2,469	\$2,531
Advisor to Sophomore Class (up to 2)	\$1,608	\$1,648	\$1,689
All-State Music Festival	\$208	\$213	\$218
Art Club - High School	\$1,471	\$1,508	\$1,545
Art Club - Ryder and Radez	\$1,062	\$1,089	\$1,116
Co. Festivals-El. & MS - 5 teachers max.	\$208	\$213	\$218
Co. Festivals-HS - 4 teachers maximum	\$208	\$213	\$218
Director of 1 full-length Play/Musical	\$1,895	\$1,942	\$1,991
Director of 1 one-act Play	\$637	\$653	\$669
Director of 2 one-act Plays	\$1,263	\$1,295	\$1,327
Director of 3 one-act Plays	\$1,895	\$1,942	\$1,991
Director of Stage & Lighting (HS)	\$2,054	\$2,105	\$2,158
Director of Stage and Lighting (MS)	\$1,217	\$1,247	\$1,279
Diversity Club	\$786	\$806	\$826
Elementary Break-Out Club	\$968	\$992	\$1,017
FBLA	\$1,471	\$1,508	\$1,545
French and Spanish Honor Society	\$520	\$533	\$546
Future Cities	\$637	\$653	\$669
HS Best Buddies	\$520	\$533	\$546
HS Chess	\$520	\$533	\$546
HS FCCLA	\$968	\$992	\$1,017
HS FFA	\$1,471	\$1,508	\$1,545
HS Homecoming	\$520	\$533	\$546
HS National Music Honor Society	\$520	\$533	\$546
High School Newspaper	\$1,062	\$1,089	\$1,116
HS Select Choir	\$1,758	\$1,802	\$1,847
HS Stage Band	\$1,758	\$1,802	\$1,847
HS Student Council	\$968	\$992	\$1,017

MS Club Advisor	\$520	\$533	\$546
MS FCCLA Advisor	\$968	\$992	\$1,017
MS FFA Advisor	\$968	\$992	\$1,017
MS Paper Advisor	\$968	\$992	\$1,017
MS Social Studies Travel Club Advisor	\$968	\$992	\$1,017
MS Student Council Advisor	\$968	\$992	\$1,017
MS Technology Club Advisor	\$968	\$992	\$1,017
MS Jazz Ensemble Advisor	\$968	\$992	\$1,017
MS Web Advisor	\$968	\$992	\$1,017
Musical Accompanist/Pianist (per concert or event)*	\$195	\$200	\$205
Musical Director, Full Length Musical, HS	\$1,895	\$1,942	\$1,991
Musical Performance Groups (per event)*	\$195	\$200	\$205
National Honor Society Advisor	\$931	\$954	\$978
Odyssey of the Mind Advisor (Elementary)	\$624	\$640	\$656
Odyssey of the Mind Advisor (MS/HS)	\$624	\$640	\$656
Odyssey of the Mind Coach (per team)**	\$968	\$992	\$1,017
Project Lead the Way Coordinator	\$1,991	\$2,041	\$2,092
SADD Advisor	\$786	\$806	\$826
Science Club Advisor	\$786	\$806	\$826
"The Spirit" Advisor	\$558	\$572	\$586
Start-Up Club (Elementary, MS, or HS)	\$520	\$533	\$546
Student Store (Ryder, Radez, MS)	\$398	\$408	\$418
Student Store Director K-12 and HS	\$1,040	\$1,066	\$1,093
Technology Resource Person (Ryder, Radez, MS, HS)	\$1,991	\$2,041	\$2,092
TREPS	\$520	\$533	\$546
Yearbook Advisor - Elementary	\$2,670	\$2,737	\$2,805
Yearbook Advisor - High School	\$3,581	\$3,671	\$3,762
Yearbook Advisor - Middle School	\$2,670	\$2,737	\$2,805

\* With prior approval from respective building principal

\*\* District reserves the right to limit the number of coaches on an annual basis

### **Addendum 1.4 Athletic Program Stipends**

<b>Position/Activity</b>	<b>Effective 7/1/20</b>	<b>Effective 7/1/21</b>	<b>Effective 7/1/24</b>
Athletic Director	\$6,500	\$6,663	\$6,829
Assistant Athletic Director	\$4,000	\$4,100	\$4,203
Varsity Football	\$5,630	\$5,771	\$5,915
Varsity Assistant Football (2)	\$3,870	\$3,967	\$4,066
JV Football (2)	\$3,518	\$3,606	\$3,696
Modified Football (2)	\$2,815	\$2,885	\$2,958
Varsity Soccer (Boys, Girls)	\$4,221	\$4,327	\$4,435
JV Soccer (Boys, Girls)	\$3,518	\$3,606	\$3,696
Modified Soccer (Boys, Girls)	\$2,815	\$2,885	\$2,958
Assistant Soccer	\$3,518	\$3,606	\$3,696
Cross Country	\$4,221	\$4,327	\$4,435
Assistant Cross Country	\$3,518	\$3,606	\$3,696
Modified Cross Country	\$2,815	\$2,885	\$2,958
Fall Cheerleading	\$1,602	\$1,642	\$1,683
Varsity Basketball (Boys, Girls)	\$5,630	\$5,771	\$5,915
JV Basketball (Boys, Girls)	\$3,870	\$3,967	\$4,066
Freshman Basketball (Boys, Girls)	\$3,518	\$3,606	\$3,696
Modified Basketball (Boys/Girls, 7/8)	\$3,167	\$3,246	\$3,327
Varsity Wrestling	\$5,630	\$5,771	\$5,915
JV Wrestling	\$3,870	\$3,967	\$4,066
Modified Wrestling	\$3,167	\$3,246	\$3,327
Girls Volleyball	\$4,221	\$4,327	\$4,435
Girls JV Volleyball	\$3,518	\$3,606	\$3,696
Girls Modified Volleyball	\$2,815	\$2,885	\$2,958
Boys Varsity Volleyball	\$4,887	\$5,009	\$5,134
Boys JV Volleyball	\$3,870	\$3,967	\$4,066
Boys Modified Volleyball	\$3,167	\$3,246	\$3,337
Bowling	\$3,167	\$3,246	\$3,327
Winter Cheerleading	\$2,058	\$2,109	\$2,162
Varsity Baseball & Softball	\$4,221	\$4,327	\$4,435

JV Baseball & Softball	\$3,518	\$3,606	\$3,696
Modified Baseball & Softball	\$2,815	\$2,885	\$2,958
Varsity Track & Field (Boys, Girls)	\$4,221	\$4,327	\$4,435
Assistant Track (Boys, Girls)	\$3,518	\$3,606	\$3,696
Modified Track (Boys, Girls)	\$2,815	\$2,885	\$2,958
Indoor Track	\$4,221	\$4,327	\$4,435
Assistant Indoor Track	\$3,518	\$3,606	\$3,696
Fall Golf	\$3,167	\$3,246	\$3,327
Spring Golf	\$3,167	\$3,246	\$3,327
Tennis (Boys, Girls)	\$3,167	\$3,246	\$3,327
MS Flag Football	\$705	\$723	\$741
Elementary Basketball (Boy, Girls)	\$1,760	\$1,804	\$1,849
MS Gymnastics	\$1,760	\$1,804	\$1,849
Weight Room Supervisor (per season)	\$705	\$723	\$741
Intramural (per season)	\$705	\$723	\$741

**Addendum 2**  
**MEMORANDUM OF AGREEMENT (hereinafter ("MOA"))**  
**Employer Non-Elective Contribution to 403(b) Plan**

THIS AGREEMENT is entered into as of the 2nd day of August, 2004, by and between the Cobleskill-Richmondville Central School District (Employer) and the Cobleskill-Richmondville Teachers Association (Association) and does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association as follows:

Effective July 1, 2004 the Employer and Association agree to the following:

1. 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.
2. 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 Internal Revenue Code, as adjusted for cost-of-living increases. For Employer Non-Elective Contributions made post-employment to former employees' 403(b) accounts, the Contribution Limits shall be based on the employees' compensation, as determined under Section 403(b)(3) of the Internal Revenue Code, and 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 exceeds the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows: For all members, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. In no instance shall the Employee have any rights to, including the ability to receive any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code is fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

3. 403(b) Accounts: Employer Non-Elective contributions shall be deposited into 403(b) accounts of Employees where the Provider/Insurance Company Annuity/Mutual Fund Custodial Account does verify in writing on their letterhead that they are able and willing to accept "Employer" contributions. Employee may select from the Board of Education-approved list of providers.
4. Tier I Adjustments: For Tier I members with membership dates prior to June 17, 1971, the Employer Non-Elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and sustaining, 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 confirm, as close as possible, to the original intent of the parties.
6. This MOA shall further be subject to the approval of the 403(b) Providers, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code, and upon request, agree to provide the Employer with a standard hold harmless agreement.



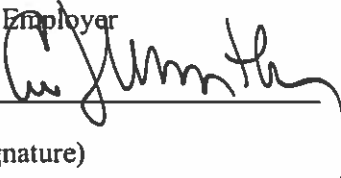
7. The above named Employee agrees to modify his/her salary as indicated above. Employer agrees to contribute this amount on Employee's behalf into the annuity or custodial account selected by Employee. It is intended that the requirements of all applicable state and federal income tax rules and regulations will be met. The Employee understands and agrees to the following:
- a. This Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect.
  - b. Employee is responsible for determining that the salary reduction amount does not exceed the limits as set forth in Applicable Law.
  - c. Employee agrees to indemnify and hold Employer harmless against any and all actions, claims and demands whatsoever that may arise from the purchase of annuities or custodial accounts for Employees in amount in excess of contributions limits as defined under Applicable Law.

Employee acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness or tax consequences of the purchase of the annuity and/or custodial account described herein. Employee agrees Employer shall have no liability whatsoever for any and all losses suffered by Employee with regard to his/her selection of the annuity and/or custodial account; its terms; the selection of the insurance company or regulated investment company; the financial company or regulated investment company; the financial condition, operation of or benefits provided by said insurance company or regulated investment company; or his/her selection and purchase of shares of regulated investment companies.

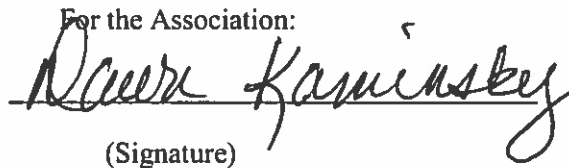
Nothing herein shall affect the term of employment between Employer and Employee. This agreement supersedes all prior salary reduction agreements and shall automatically terminate if Employee's employment is terminated.

8. Employer Non-Elective Contribution Equal to Longevity Increment: The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution. The amount of the Employer Contribution shall equal specific compensation to be paid in accordance with XV, "Compensation at Retirement" of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.
9. To the extension that 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 provided under Code) and in January of each subsequent year for up to four (4) years after the year of the employee's severance and until such time as the Employee Non-Elective Contribution is fully deposited into the Employee's 403(b) account.

For Employer

  
(Signature)

For the Association:

  
(Signature)

**Addendum 3**  
**Annual Professional Performance Review**

The negotiated Annual Professional Performance Review Plan can be found within a document under separate cover. All requirements, procedures, and relevant/required items are contained within the plan, which can be located on the district website. One printed copy of the plan is also located in the Main office of each school building.

# # #