

CORTLAND ENLARGED CITY SCHOOL DISTRICT
Board of Education Meeting – Tuesday, May 10, 2016 at 7:30 p.m.
Kaufman Center, 1 Valley View Drive, Cortland NY

- 1. CALL TO ORDER and PLEDGE OF ALLEGIANCE.**
- 2. COMMUNICATIONS and RECOGNITION:**
 - a. Kudos Korner
 - b. Audience Participation – on items related to the Agenda (speakers are asked to limit their comments to two minutes).
 - c. Board Member Reports:
 - 1.) BOE Policy Committee – Next meeting TBD
 - 2.) BOE Facilities Committee – Next meeting TBD
 - 3.) BOE Audit Committee – Next meeting TBD
 - 4.) Distribute Board Self Appraisal
 - d. Reminders
 - 1.) May 17, 2016 – Budget Vote and School Board Election 12:00 noon-9:00 PM
 - 2.) May 17, 2016 – 9:00 PM Canvassing of Votes
- 3. PRESENTATIONS:**
- 4. CONSENT ITEMS:**
 - a. Minutes of April 18, 2016 Regular Meeting
 - b. CSE/CPSE (Committee on Special Education/Committee on Pre-school Special Education) Recommendations
- 5. OLD BUSINESS:**
- 6. NEW BUSINESS:**
 - a. Financial Reports: Treasurer’s Report, Trial Balance, Revenues, Intrafund Transfers, Appropriations, Warrant, Claims Monthly Report – March 2015
 - b. Approval of Agreement between CECSD and O’Connell Electric Company, Inc.
 - c. Approval of the Transportation Advisory Services (TAS) Efficiency Study Proposal
 - d. Approval of the Cortland United Teachers Contract
 - e. State Environmental Quality Review for Renovations to Cortland Junior Senior High School
- 7. PERSONNEL ACTION:**
 - a. Approval of Personnel Resignations and Leaves
 - b. Approval of Non-Instructional Personnel Appointments
 - c. Approval of Administrative and Instructional Personnel Appointments
- 8. LEADERSHIP REPORTS:**
 - a. Director of Business Operations
 - b. Assistant Superintendent for Pupil and Personnel Services
 - c. Director of Curriculum and Instruction
 - d. Director of Special Education
 - e. Superintendent
- 9. BOARD MEMBER ACTIVITIES**
- 10. AUDIENCE PARTICIPATION:** (Individuals are requested to keep their comments to two-minutes per speaker).
- 11. NEXT MEETING AGENDA REVIEW**
- 12. ADJOURNMENT**

CORTLAND ENLARGED CITY SCHOOL DISTRICT
Board of Education Meeting – Monday, April 18, 2016 at 7:00 p.m.
Kaufman Center, 1 Valley View Drive, Cortland NY

A Regular Meeting of the Board of Education was held on Monday, April 18, 2016 at the Kaufman Center, 1 Valley View Drive, Cortland, New York.

Present: Ms. Melissa Davis-Howard, Ms. Christine Gregory, Mr. John Natoli, Mr. Daniel Sidebottom and Ms. Alane VanDonsel

Absent: Ms. Janet Griffin and Ms. Judith Murphy

Also Present: Mr. Michael Hoose, Superintendent; Ms. Judi Riley, Assistant Superintendent for Pupil and Personnel Services; Ms. Kimberly Vile, Director of Business Services; Ms. Kristie Bliss, Director of Curriculum & Instruction; Dr. John Sheehan, Director of Special Education; School and Community Members; and Ms. Alicia Zupancic, Clerk

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE.

Ms. Davis-Howard called the meeting to order at 7:00 p.m.

2. COMMUNICATIONS and RECOGNITION:

- a. Kudos Korner – None
- b. Audience Participation – on items related to the Agenda (speakers are asked to limit their comments to two minutes). - There were no requests to address the Board.
- c. Board Member Reports:
 - 1.) BOE Policy Committee – Next meeting TBD
 - 2.) BOE Facilities Committee – Report on April 15, 2016 meeting
The floor in the technology room at the high school needs to be fixed and painted as it is heaving. There is also a freezer at the high school that the floor in front of it is heaving and the door cannot be opened so that need to be fixed. The Terrazzo base board by the gym needs to be replace. These will all be part of the 100K project.
 - 3.) BOE Audit Committee – Next meeting TBD
 - 4.) Reminders
 - a.) April 27, 2016 – School Board Candidate Petitions are due to the Board Clerk by 5:00 PM
 - b.) May 3, 2016 – Voter Registration Day 3:00-8:00 PM, Kaufman Center
 - c.) May 10, 2016 – Public Budget Hearing / Meet the Candidates / Regular Meeting 6:30 PM, Kaufman Center
 - d.) May 17, 2016 – Budget Vote and School Board Election 12:00 noon-9:00 PM
 - 5.) Summer Meeting Schedule Confirmed:
 - a.) Tuesday, July 5 – Organizational and Regular Meeting
 - b.) Tuesday, July 19 – Regular Meeting
 - c.) Tuesday, August 9 – Regular Meeting
 - d.) Tuesday, August 23 – Regular Meeting

3. PRESENTATIONS:

- a. Youth Survey - Ms. Judi Riley and Ms. Jill Pace gave a presentation on the results of the district’s youth survey that was administered to students in grades 7-12 in October.

4. CONSENT ITEMS:

- a. Minutes of April 12, 2016 Regular Meeting
- b. CSE/CPSE (Committee on Special Education/Committee on Pre-school Special Education) Recommendations
607000856, 607002270, 610380565, 607000899, 607000897, 607002240, 610344373, 607000179, 610387747, 610338938, 610352834, 607001057, 607001589, 607000260
RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the Consent Items as presented.
Moved by Mr. Sidebottom, seconded by Mr. Natoli. Discussion: None
Final Vote: Yes – 5, No – 0. Motion Carried.

5. OLD BUSINESS: None

6. NEW BUSINESS:

- a. Approval of 2016-17 District Budget
RESOLVED, upon the recommendation of the Superintendent, to approve the proposed 2016-2017 budget in the amount of \$49,576,887 as presented April 12, 2016.
Moved by Mr. Natoli, seconded by Mr. Sidebottom. Discussion: None
Final Vote: Yes – 5, No – 0. Motion Carried.
- b. Approval of the Section III Combined Cortland-Homer Varsity Boys Ice Hockey Team for 2016-17
RESOLVED, upon the recommendation of the Superintendent, to approve the continuation of the Section III Combined Cortland-Homer Varsity Ice Hockey team for 2016-17 Winter Season as presented.
Moved by Mr. Natoli, seconded by Ms. Gregory. Discussion: None
Final Vote: Yes – 5, No – 0. Motion Carried.
- c. Approval of the Combined Cortland-Homer Varsity Boys Ice Hockey Agreement for 2016-17
RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the Combined Cortland-Homer Varsity Boys Ice Hockey Agreement for the 2016-17 School Year as presented.
Moved by Mr. Natoli, seconded by Mr. Sidebottom. Discussion: None
Final Vote: Yes – 5, No – 0. Motion Carried.
- d. Approval of Renewal Proposal by Cayuga Medical Center of Ithaca for Athletic Training Services for 2016-17
RESOLVED, upon the recommendation of the Superintendent, to approve the Renewal Proposal by Cayuga Medical Center of Ithaca for Athletic Training Services for 2016-17, as presented.
Moved by Ms. Van Donsel, seconded by Ms. Gregory. Discussion: None
Final Vote: Yes – 5, No – 0. Motion Carried.
- e. Acceptance of recommendation to surplus items
RESOLVED, upon the recommendation of the Superintendent of Schools, to accept the surplus of items as presented.
Moved by Ms. Gregory, seconded by Mr. Natoli. Discussion: None
Final Vote: Yes – 5, No – 0. Motion Carried.
- f. Election of OCM BOCES Board of Education Trustees
RESOLVED, that the Board casts its votes in the annual election of members of the Onondaga-Cortland-Madison Board of Cooperative Educational Services, for: Margaret Peri (Cincinnatus CSD), Robert Crabtree (North Syracuse CSD), Mark Gilbert (Chittenango CSD), and David Paczkowski (West Genesee CSD).
This resolution shall take effect immediately.
Moved by Ms. Van Donsel, seconded by Mr. Sidebottom. Discussion: There are four positions
Final Vote: Yes – 5, No – 0. Motion Carried.

- g. Approval of OCM BOCES Administrative Budget
WHEREAS, the Board of Cooperative Educational Services for the Sole Supervisory District of Onondaga, Cortland, and Madison Counties, (the “BOCES”) duly presented its tentative 2016-2017 administrative budget of \$7,024,000 at its 2016 annual meeting; and
WHEREAS, the Board desires to approve said tentative administrative budget.
NOW, THEREFORE, BE IT RESOLVED as follows:
The BOCES’ tentative administrative budget of \$7,024,000 is hereby approved.
This resolution shall take effect immediately.

Moved by Mr. Sidebottom, seconded by Ms. Van Donsel. Discussion: Split among 23 component districts

Final Vote: Yes – 5, No – 0. Motion Carried.

- h. Certified Resolution for Teacher and School Staff Appreciation Week May 2 – 6, 2016
RESOLVED:
WHEREAS, teachers and school staff mold future citizens through guidance and education; and
WHEREAS, teachers and school staff encounter students of widely differing backgrounds; and
WHEREAS, our country’s future depends upon providing quality education to all students; and
WHEREAS, teachers and school staff spend countless hours preparing lessons, evaluating progress, counseling and coaching students and performing community service; and
WHEREAS, our community recognizes and supports its teachers and school staff in educating the children of this community.

NOW, THEREFORE, BE IT RESOLVED that the Cortland Enlarged City School District Board of Education proclaims May 2-6, 2016, to be TEACHER & SCHOOL STAFF APPRECIATION WEEK; and
BE IT FURTHER RESOLVED that the Cortland Enlarged City School District Board of Education strongly encourages all members of our community to join with it in personally expressing appreciation to our teachers & school staff for their dedication and devotion to their work.

Moved by Mr. Sidebottom, seconded by Mr. Natoli. Discussion: None

Final Vote: Yes – 5, No – 0. Motion Carried.

- i. Creation of Six Bus Aide Positions (*for reclassification purposes*)
RESOLVED, upon the recommendation of the Superintendent, to approve the creation of Six Bus Aide positions (*for reclassification purposes*) as presented.
Moved by Mr. Natoli, seconded by Ms. Van Donsel. Discussion: Ms. Vile explained that these six positions have been titled school monitor but should be bus aide.

Final Vote: Yes – 5, No – 0. Motion Carried.

7. PERSONNEL ACTION:

- a. Approval of Personnel Resignations and Leaves
RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the Resignations and Leaves as presented on Resignations and Leaves Schedule 11.71.
Moved by Mr. Sidebottom, seconded by Ms. Van Donsel. Discussion: None
Final Vote: Yes – 5, No – 0. Motion Carried.
- b. Approval of Non-Instructional Personnel Appointments
RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the appointments for Non-Instructional Personnel as presented on Schedule of Appointment 1172.
Moved by Ms. Van Donsel, seconded by Ms. Gregory. Discussion: None
Final Vote: Yes – 5, No – 0. Motion Carried.
- c. Approval of Administrative and Instructional Personnel Appointments
RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the appointments for Administrative and Instructional Personnel as presented on Schedules of Appointment 2398.
Moved by Mr. Natoli, seconded by Mr. Sidebottom. Discussion: None
Final Vote: Yes – 5, No – 0. Motion Carried.

8. LEADERSHIP REPORTS:

- a. Director of Business Operations

Kim shared the budget notice and school tax report card. She also shared the draft budget newsletter.

- b. Assistant Superintendent for Pupil and Personnel Services

- c. Director of Curriculum and Instruction

- d. Director of Special Education

John shared that they are recruiting for T.I.E.S. program. The coffee hour is going good. There is a Transition Fair this Wednesday, April 20, 2016 at TC3

- e. Superintendent

Mike shared that there is a Focus workshop tomorrow.

He gave an update on recruitment.

He also shared that Mr. John Moiseichik had passed away on Saturday.

9. BOARD MEMBER ACTIVITIES

Alumni Wall of Fame, Delta Kappa Beta Meeting

10. AUDIENCE PARTICIPATION: (Individuals are requested to keep their comments to two-minutes per speaker).

Daniel Sidebottom spoke about a specific building transfer being denied. He wants it to be known that the Board of Education had no say in that decision and that it is solely the decision of the building principal.

11. NEXT MEETING AGENDA REVIEW - None

12. ADJOURNMENT

As there was no further business to discuss, Ms. Davis-Howard asked for a motion to adjourn the regular meeting at 8:10 p.m.

Moved by Ms. Gregory, seconded by Mr. Sidebottom. Discussion: None

Final Vote: Yes – 5, No – 0, Motion Carried.



CORTLAND ENLARGED CITY SCHOOL DISTRICT

**1 Valley View Drive
Cortland, New York 13045**

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**Kimberly Vile
Director of Business Services
kvile@cortlandschools.org**

**Business Office
(607) 758-4100
Fax: (607) 758-4109**

**To: Michael Hoose, Superintendent of Schools
From: Kimberly Vile, Director of Business Services *KAV*
Date: April 29, 2016
Re: Agreement between CECSO and O'Connell Electric Company, Inc.**

It is the recommendation of the Business Office for the Board of Education to approve the agreement between CECSO and O'Connell Electric Company, Inc. as presented. This electrical work is what will support the infrastructure and switch upgrades for the BOCES Technology Lease that the Board approved on March 8, 2016. This is the portion of the work that is considered capital construction and is not eligible to be part of the BOCES lease. A portion of the money will come from the remaining capital project and allow us to "close out" the project. All of the funds used will be eligible for building aid.

Please let me know if you have any questions.

cc: BOE



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Document A401™ – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 21st day of April in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Contractor:
(Name, legal status, address and other information)

Cortland Enlarged City School District
1 Valley View Drive
Cortland, NY 13045-3297

and the Subcontractor:
(Name, legal status, address and other information)

O'Connell Electric Company, Inc.
301 Stoutenger Street
East Syracuse, NY 13057

The Contractor has made a contract for construction (hereinafter, the Prime Contract)
dated: N/A

with the Owner:
(Name, legal status, address and other information)

OCM BOCES
6820 Thompson Road
Syracuse, NY 13221

for the following Project:
(Name, location and detailed description)

OCM BOCES Data Telecommunications Cabling and Electrical Power Wiring Services,
Bid # RFB-215-19
Onondaga-Cortland-Madison Board of Cooperative Educational Services (BOCES)
6820 Thompson Road
Syracuse, NY 13221

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:
(Name, legal status, address and other information)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference.

This document has been approved and endorsed by the Associated Specialty Contractors, Inc.

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| N/A

The Contractor and the Subcontractor agree as follows.



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ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

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§ 1.4 The Contractor shall make available the Subcontract Documents to the Subcontractor prior to execution of this Agreement, and thereafter, upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201–2007 apply to this Agreement pursuant to Section 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 SERVICES PROVIDED BY THE CONTRACTOR

§ 3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Section 4.1 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.

§ 3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

§ 3.2 COMMUNICATIONS

§ 3.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.2.3 The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

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§ 3.2.6 If the Contractor asserts or defends a claim against the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the claim that relates to the Work of the Subcontractor.

§ 3.3 CLAIMS BY THE CONTRACTOR

§ 3.3.1 Liquidated damages for delay, if provided for in Section 9.3 of this Agreement, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.3.2 The Contractor's claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1** seven days' written notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2** written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.4 CONTRACTOR'S REMEDIES

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 EXECUTION AND PROGRESS OF THE WORK

§ 4.1.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.1.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.1.3 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.1.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.1.6 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.1.7 The Subcontractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Subcontract.

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§ 4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and separate contractors whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 4.2.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.2.2 The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

§ 4.3 SAFETY PRECAUTIONS AND PROCEDURES

§ 4.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

§ 4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.3.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.3.5 The Subcontractor shall indemnify the Contractor for the cost and expense the Contractor incurs (1) for remediation of a material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.4 CLEANING UP

§ 4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

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§ 4.4.2 As provided under Section 3.3.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.5 WARRANTY

The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 4.6 INDEMNIFICATION

§ 4.6.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6.

§ 4.6.2 In claims against any person or entity indemnified under this Section 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 4.7 REMEDIES FOR NONPAYMENT

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay and remobilization.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

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§ 5.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION

§ 6.1 MEDIATION

§ 6.1.1 Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Contractor and Subcontractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 6.3 ARBITRATION

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

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§ 6.3.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.

§ 6.3.5 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.3.6 This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 TERMINATION BY THE SUBCONTRACTOR

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 7.2 TERMINATION BY THE CONTRACTOR

§ 7.2.1 If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by written notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver written notice to the Subcontractor.

§ 7.2.3 Upon receipt of written notice of termination, the Subcontractor shall

- .1** cease operations as directed by the Contractor in the notice;
- .2** take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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§ 7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 ASSIGNMENT OF THE SUBCONTRACT

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2007 provided the Owner accepts the assignment.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others. *(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)*

Installation of six strand 50 micron / six strand SM interlocking armored plenum rated fiber optic link between the MDF and IDF closets in the following six buildings: Junior Senior High, Virgil, Barry, Smith, Parker, Randal and Kaufman-DO for a total of 17 runs.

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor's date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor. *(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed not later than September 2016. *(Insert the calendar date or number of calendar days after the Subcontractor's date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor's Work, if not stated elsewhere in the Subcontract Documents.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents. *(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

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§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of Eighty-three thousand nine hundred and seventy dollars (\$ 83,970.00), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:
(Insert the numbers or other identification of accepted alternates.)

§ 10.3 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 10.4 Allowances included in the Subcontract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
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ARTICLE 11 PROGRESS PAYMENTS

§ 11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.3 Provided an application for payment is received by the Contractor not later than the 20th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a certificate for payment or the Contractor does not receive payment for any cause which is

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not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.7, 11.8 and 11.9.

§ 11.4 If the Subcontractor's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

§ 11.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

§ 11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

§ 11.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

§ 11.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

§ 11.7.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

§ 11.7.3 Subtract the aggregate of previous payments made by the Contractor; and

§ 11.7.4 Subtract amounts, if any, calculated under Section 11.7.1 or 11.7.2 that are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of the Subcontractor.

§ 11.8 Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.9 SUBSTANTIAL COMPLETION

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's

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substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 12 FINAL PAYMENT

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

§ 12.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final application for payment.

ARTICLE 13 INSURANCE AND BONDS

§ 13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

§ 13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

§ 13.4 The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

§ 13.5 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 13.6 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 13.7 Performance Bond and Payment Bond:

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(If the Subcontractor is to furnish bonds, insert the specific requirements here.)

Bond type	Bond amount (\$0.00)	Bond delivery date	Bond form
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§ 13.8 PROPERTY INSURANCE

§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 13.8.2 If the required property insurance is not in effect for the full value of the Subcontractor’s Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor’s Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 13.8.3 Property insurance for the Subcontractor’s materials and equipment required for the Subcontractor’s Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

§ 13.9 WAIVERS OF SUBROGATION

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect’s consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor’s Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor’s temporary facilities, equipment and services, except as noted below:

Temporary Facility, Equipment or Service	Cost, if any (\$0.00)
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§ 14.2 Specific working conditions:

(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 15.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

| Zero percent (0%)

§ 15.3 Retainage and any reduction thereto are as follows:

Init.

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| Five percent (5%)

§ 15.4 The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7.

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 16.1.1 This executed AIA Document A401-2007, Standard Form of Agreement Between Contractor and Subcontractor.

§ 16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement.

§ 16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

Modification	Date
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§ 16.1.4 Additional Documents, if any, forming part of the Subcontract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents:
(List here any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)

O'Connell Electric Company proposal dated 12/4/2015, attached

This Agreement entered into as of the day and year first written above.

CONTRACTOR *(Signature)*

(Printed name and title)

SUBCONTRACTOR *(Signature)*

Donald F. Coon General Manager – Syracuse
Division

(Printed name and title)

Init.

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O'Connell Electric Company, Inc.

*Industrial & Commercial Construction - Power Line & Substation - Communications
Transportation - Renewable Energy - Service & Maintenance - Technical Services*

December 4, 2015

Cortland City Schools
1 Valley View Drive
Cortland NY 13045

Attn: Jason Graham

Re: Fiber and cabinet upgrade

Dear Jason,

We are pleased to provide you with our proposal for the communication work associated with the above referenced project.

This includes the installation of:

Six strand 50 micron / 6 strand SM interlocking armored plenum rated fiber optic link between the MDF and IDF closets in each of 7 buildings. Those buildings include: Junior Senior High, Virgil, Barry, Smith, Parker, Randal and Kuafman-DO for a total of 18 runs. Excluded is the underground run from Barry to Maint. building due to no useable pathway.

All cables will be placed in existing pathways, additional J-hooks and sleeving will be provided and installed as needed.

All Fiber will be placed in new fiber optic patch panels and placed in existing racks. Fiber will be terminated using LC type connectors and tested using an OTDR.

Also included is the removal of (6) Switch enclosures and replaced with 2' wall mounted cabinets. Cabinets include fan.

We have included the following:

- **First shift 7am-3:30 PM**
- **June 1st prevailing rate increase**
- **All fiber, connectors, patch panels and testing as described above**

We have excluded the following:

- **Asbestos or hazardous materials removal or work in general.**
- **Tax. If tax is deemed appropriate, it will be added to the invoice**
- **Outside plant conduit remediation if necessary**
- **Patch cords (provided by others)**
- **Installation of Switches and turn up of switches (by BOCES)**

Our proposal is based on a completion date of: **Prior to September 2016**

Corporate Headquarters 830 Phillips Road | Victor, NY 14564 | Phone 585.924.2176 | Fax 585.924.4973

Albany 2360 Maxon Road Ext | Schenectady, NY 12308 | Phone 518.346.0077 | Fax 518.346.0728 Rochester 390 Systems Road | Rochester, NY 14623 | Phone 585.424.3472 | Fax 585.424.3486

Buffalo 929B Ransom Road | Lancaster, NY 14086 | Phone 716.675.9010 | Fax 716.686.0586 Syracuse 301 Stouenger Street | East Syracuse, NY 13057 | Phone 315.437.1453 | Fax 315.437.7431

www.oconnellelectric.com

We propose to furnish material and labor in accordance with the proposal amount of: **\$83,970**
Materials \$...40,930
Labor.....\$ 43,040

PAYMENT TO BE MADE AS FOLLOWS: monthly, billing for work in progress and material stored.
TERMS: Net 30 Days

1. All work to be completed in a workmanlike manner according to standard practices. Any alteration or derivation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation and Liability Insurance.
2. Subject to Mutually acceptable terms and conditions. A fully executed copy of this proposal shall be returned prior to commencement of work.
3. Our proposal is based on all work performed on straight time unless otherwise noted.
4. Our proposal is based on retention at 0% unless otherwise noted.
5. Please keep in mind that due to the volatile price of copper, steel, aluminum and PVC in today's marketplace, these option prices are based on the best and current pricing for these materials. The contract price for this project may be adjusted higher or lower upon execution of the contract based on the differential in the market price, and its effect on the materials estimated for these option prices.
6. **ACCEPTANCE OF PROPOSAL** - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Price valid for 30days.

Signature _____

Date _____

We are pleased to have the opportunity to provide you with this quote should you have any questions please do not hesitate to contact me at 315-766-1042 or e-mail at Michael.ganey@oconnellelectric.com.

Sincerely,

O'CONNELL ELECTRIC

Michael J. Ganey
Estimator/Project Manager



CORTLAND ENLARGED CITY SCHOOL DISTRICT

**1 Valley View Drive
Cortland, New York 13045**

**Kimberly Vile
Director of Business Services
kvile@cortlandschools.org**

**Business Office
(607) 758-4100
Fax: (607) 758-4109**

**To: Michael Hoose, Superintendent of Schools
From: Kimberly Vile, Director of Business Services *KAV*
Date: April 29, 2016
Re: Transportation Advisory Services (TAS) Efficiency Study Proposal**

It is the recommendation of the Business Office for the Board of Education to approve the Transportation Advisory Services efficiency study as presented.

Please let me know if you have any questions.

cc: BOE

FEE STRUCTURE

Based upon this proposal, we have established the cost of this engagement to be \$14,450.00 including expenses related to the on-site visit. This also includes a projected maximum cost of \$3,000 for the Transfinder consultant, estimated at five days off-site. Due to not knowing the full extent of work needed, we will credit the District for any unused days should that occur. *

Terms:

- A. Retainer payable upon acceptance of proposal..... \$3,450.00
- B. Progress payment upon completion of on-site interviews..... \$4,000.00
- C. Progress payment due within two weeks of the final report.....\$4,000.00
- D. Final payment due upon completion of follow-up visit.....\$3,000.00
- E. Should the District request additional services or visits that are not envisioned as a part of the basic study, a daily fee of \$900 and related expenses shall be charged to the District upon approval. Should a final presentation to the Board be desired, we will only charge a half-day fee plus expenses.

Acceptance:

To signify your acceptance of this proposal, please provide us with a duly authorized Purchase Order specifying your acceptance of the terms and conditions in this proposal, accompanied by payment of the retainer. We can issue an invoice for the Retainer if requested. All payments should be sent to TAS, 3181 Valley Drive, Walworth, NY 14568.

This proposal and the related charges will remain effective for 30 days from the date of issuance. After this date, TAS reserves the right to notify the District of modifications in the scope and/or fees of the proposal.

**We will endeavor to accomplish the goals of this study in time for school start-up the Fall. However, we are getting a late start, and much will depend upon the support of District Staff to get the student, bus and routing data fully integrated prior to our Transfinder consultant evaluating possible changes and developing new routes.*

SCOPE

Based upon our recent telephone conversation about your program, and our extensive experience for the past 29 years, we have compiled an outline of the topics that will be covered in this consulting proposal. The items below are not listed in any prioritized order, but all are considered to be part of a valuable report for the District.

1. **Policy and Procedures** - As a part of this engagement, TAS will review the District's policies and procedures, recommending any changes, additions or deletions that would enhance the operation of the program. Also included in this study will be a discussion with the District focused on the operation of the program from the perspective of compliance with policies and procedures. In other words, we will compare what you really do versus what your formal guidelines require. In areas where procedures vary, or in areas where no procedures are in place, TAS will recommend specific directions for the District to consider.

In all cases where recommendations are provided, we will endeavor to detail the ramifications of making said changes. Once we evaluate your current policy compliance, we will evaluate the pro's and con's of modifying specific policies that may result in greater cost or operating efficiencies.

2. **Program Operations** - TAS will evaluate the operating performance of the District with an eye toward making recommendations that will improve the operations and efficiencies of the program. Included in this analysis will be a thorough review of the management structure; current routing methods; internal management and information systems; financial and management controls; the use and effectiveness of any routing software, maintenance and management software systems; capital investment requirements; and other aspects as defined by the District as being key components of our review.
3. **Financial** - A critically important consideration of each area that we study will be the financial impact that any proposed changes could have upon the District. Included in our review will be an analysis of your current costs of the operation, the status of internal controls and procedures (i.e. labor, purchasing and inventory controls), and recommendations aimed at enhancing the efficiency of the operation while maintaining the level of service desired by the District. TAS offers the District extensive experience at controlling transportation costs while continuing to meet the operating needs of the District.
4. **Labor** - Numerous areas will be explored, including specific employment agreement language, practices that affect the operation of the program, job descriptions and staffing levels, training provided, and the wage and benefit structures as compared to industry norms. TAS will provide the District with detailed recommendations relative to potential areas of operating procedures and/or financial elements that should be considered in future employment agreements. The cost efficiency must be balanced with the practical problems of finding and retaining drivers. TAS offers the District unique insights into this issue given a statewide study we conducted for another state on this vital issue. A copy of this report can be found at www.transportationconsultants.com/njreport.

5. **Fleet** - We will review the fleet's utilization, maintenance procedures and reporting, purchasing, and related costs. As a part of this section, we will make recommendations for future fleet replacements. In order to accomplish this aspect of the program review, we will review internal reports and conduct interviews with maintenance staff members.

As part of our review of the maintenance program, we will look at staffing levels as compared to industry norms, and maintenance training provided to staff members.

6. **Facility/Office Staffing** - We will review the functionality of the transportation facility, including its impact on the operation of the program. Although making modifications to a facility can be costly, in the past we have found programs where an inefficient facility has resulted in on-going operating expenses that far exceeded any potential costs for facility enhancements.

The staff that keep the Department running day-to-day are an important aspect of an efficient program. We will review job titles, responsibilities, capabilities, scheduling and training. We will conduct interviews and observe performance during our visit. We have observed over the years that it's not just a matter of doing the job right, but having the right people in the right job.

7. **Routing** - Although we don't "ride the routes", we do look at the methodologies that the Department utilizes to establish routes. We recommend a current ridership audit to determine the actual run times, scheduled ridership, actual ridership, and down times. This is an important function as we explore potential cost saving options, including routing modifications and consolidations. It is not uncommon for a District to hear that the buses are "half-empty". The process will determine the actual utilization and will make recommendations for changes if the demographics and policies allow modifications. As part of this phase of the study we will evaluate the potential impact of various changes that are being considered.

It is our understanding that the District has recently purchased Transfinder routing software. We are familiar with this product and it's capabilities, and will communicate with your staff to ensure that the installation is completed with current routing, student and demographic data. We will review staff capabilities with regards to this software, and suggest additional training if warranted.

8. **Audit** - The purpose of this type of efficiency study is not to audit the system, but rather to review the program and provide substantive recommendations. As a part of our review, we will evaluate all operating areas through reviews of materials, interviews with stakeholders, and tests compared to standard practices. A study of this type becomes very helpful as the District evaluates operating options and develops long-term plans for the transportation program.

Potential areas of efficiency can have very long term benefits. A savings of one bus, the elimination of the need to add an additional bus, or changes in the employment agreement or

operating practice, can provide short term savings that continue in future years. Additionally, specific recommendations from knowledgeable consultants who offer practical experience can result in significant savings over the near and long term.

9. **Overall Analysis** - TAS will provide the District with a "Report Card" on the student transportation program while providing insights and specific recommendations relative to the potential benefits of modifying various aspects of the program. We will provide the District with financial comparisons to well-accepted industry standards. The result of the study will be specific recommendations for the future operation of the program... from independent consultants who are well-recognized as the industry leaders in this area.

The TAS recommendations will come from a firm that is truly independent and pragmatic. TAS does not operate any buses; we do not sell any products or services that could cloud our recommendations; we are not a part of any organization that is affiliated with any industry groups; and we are not "theoreticians". TAS offers real-world recommendations from consultants with both public and private sector experience. These critical perspectives are not available from any other consulting firm.

METHODOLOGY

We would be prepared to begin the data collection portion of the study within two weeks of the acceptance of our proposal. Subsequent to the receipt of the information requested, we would schedule our “on-site” interviews, with one-two weeks notice. Our final report to the District would be available within 30 days after the initial on-site visit, assuming that the information and resources that will be necessary for the District to provide are available in a timely fashion.

If appropriate, updates and recommendations will be provided to the District throughout the course of the study as they are developed. In particular, any modifications that could be implemented during the 2016-2017 school year would be communicated during our review. It has always been our practice to provide ideas and suggestions throughout the course of a study. Over the past 29 years of providing dedicated consulting services, we have found many districts that begin to implement recommendations immediately.

The following is a *fast-track* schedule for the engagement given our understanding of the District and the current time schedule. TAS will discuss with the District a specific timeline for the engagement once the study is undertaken.

<u>Action</u>	<u>Dates</u>
Acceptance of TAS proposal	Apr/May '16
Issuance of data collection instrument	Apr/May '16
Data collection	May '16
On-site interviews at District	May '16
Data analysis	May/Jun '16
Draft Report	Jun '16
Final Report	Jun/Jul '16

The engagement as envisioned in this proposal would entail the development of the data collection survey and the review of District operating information, written policies and procedures, and employment agreement(s), prior to our on-site visit. As a part of our review, we suggest that interviews be established with a number of people, including Administrators, Department Staff, Athletic Director, Special Education Director, Principals, and Board Members.

TAS would expect to have reasonable access to District personnel, projections and records. We request that one District official be designated as the liaison to facilitate our access to information, and to insure that we provide the District with the type of reporting that you desire. TAS will utilize various members of our consulting/operations staff as the demands require. However, Christopher Andrews, TAS Co-Founder, will be assigned as the Project Leader. Mr. Andrews has worked with over 250 school districts throughout the U.S. The Transfinder consulting piece will be provided off-site by Mr. Lou Boffardi.

Any modifications to the approved program would be detailed in writing and District approval would be requested. The estimated costs of any modifications would be made available to the District prior to such request for approval.

BENEFITS

TO DISTRICT:

It would be our intention to have this consulting engagement result in:

- Detailed recommendations on changes that could be made to the transportation program to maximize the cost-effectiveness of the program.
- A third-party review of the operation and services of the transportation program, including potential service level changes related to walker distances, ride times, etc.
- Specific recommendations for the future operation of the Cortland City Schools transportation program.
- A detailed analysis of all practices and procedures, with information on any areas that should be modified. The District will have a clear understanding of the pro's and con's of modifying any aspects of the program, including the financial, operational and regulatory impact.
- An independent review of a non-educational, but highly visible, responsibility of the District. The final report will serve as a management resource for the Administration and the Board of Cortland City Schools.

OF RETAINING TAS:

- TAS is an independent consulting firm with an extensive and proven record of successful transportation program reviews.
- TAS offers Cortland City Schools professional consultants with *unique* qualifications not found with any other firm. We provide both public and private sector perspectives that are a "must" to truly evaluate the pro's and con's of modifying the protocols of a student transportation program.
- Cortland City Schools will retain a firm which has provided service to more than 500 districts and agencies, in twenty-one states, over the past twenty-nine years. This experience offers the District a level of confidence that will assist with public analysis of the program.
- Based upon our proven consulting services, TAS has become the Nation's largest *dedicated* student transportation consulting firm. We are very proud of our past efforts, and we provide the District with a listing of all of our past clients... not just a "refined" list. We also encourage prospective clients to discuss with our past clients our professionalism, pragmatic recommendations, and detailed reports that serve as an on-going management resource.

TAS

STUDY TYPE CODES:

- B** – Bid/RFP Service
- C** – Contractor Management
- E** – Efficiency Study
- O** – Outsourcing Study
- R** – Redistricting
- S** – Shared Services
- T** – Targeted Study

ARKANSAS

Little Rock Public Schools (O)

ARIZONA

Washington #6 (Phoenix) (E)

CONNECTICUT

ACES & CES (B)

- Bloomfield Public Schools (E)
- Branford Public Schools (E,B)
- Bristol Public Schools (E)
- Capitol Region Educ. Council (B,C)
- Colchester Public Schools (E,B)
- Danbury Public Schools (E)
- Darien Public Schools (C)
- Enfield Public Schools (B,C)
- Fairfield Public Schools (B)
- Glastonbury Public Schools (E)
- Granby Public Schools (R)
- Greenwich Public Schools (B,T)
- Hamden Public Schools (E,B)
- Hebron & Region 8 Schools (E)
- Ledyard Public Schools (E,B)
- Madison Public Schools (B,C)
- Manchester Public Schools (B)
- Mansfield Public Schools (E)
- Middletown Public Schools (T)
- Milford Public Schools (E)
- Montville Public Schools (B)
- New Britain SD (E)
- New Canaan Public Schools (E)
- New Haven Public Schools (C)
- Newtown Public Schools (B,C,T)
- Norwalk Public Schools (B)

As of 11/15

FORMER AND CURRENT CUSTOMER LIST

MASSACHUSETTS

- Boston Public Schools (T)
- Holyoke Public Schools (C,B)
- Springfield Public Schools (C,T,B)
- Wareham Public Schools (E,O,T)
- Woburn Public Schools (B)

MICHIGAN

- The Guidance Center (E,T)
- Jackson Public Schools (B,E,O)
- Three Rivers Public Schools (E)

NEW HAMPSHIRE

- Dover Public Schools (C,E)
- Hudson Public Schools (E)
- Manchester School District (C,E,B,T)
- Newfound Area SD (E,B)
- Portsmouth SD (B)
- SAU #9 (E)
- SAU #24 (B)
- SAU #28 (E,B)
- SAU #34 (B)
- SAU #70 (E)
- Shaker Regional SD (E)

NEW JERSEY

- Branchburg Township SD (E)
- Brick Township SD (E)
- East Windsor Regional Schools (E)
- Edison Township SD (E)
- Greater Egg Harbor Regional (C)
- Hazlet Township SD (T)
- Holmdel Township SD (E)
- Lakewood Public Schools (E)
- Matawan-Aberdeen (O)
- Middlesex County ESC (E)
- Moorestown Township SD (E)
- Piscataway Township SD (E)
- Roxbury Township SD (E)
- Southern Regional School District (E)
- Stafford Township School District (E)
- Toms River Regional Schools (E)
- UCESC (Statewide Study Grant) (T)
- West Milford Township SD (E)

NEW MEXICO

Deming Public Schools (C)

NEW YORK

- Addison CSD (E,S)
- Afton CSD (T,S)
- Albany City SD (B,R,S,T)
- Alden CSD (E)
- Alexandria CSD (S)
- Alfred-Almond CSD (S)
- Allegany-Limestone CSD (T,E)
- Alexander CSD (S)
- Altmar-Parish-Williamstown (S)
- Amagansett UFSD (S)
- Anherst CSD (B)
- Amsterdam Enlarged City SD (S)
- Andover CSD (S)
- Ardley UFSD (S,E,B)
- Arkport CSD (S,T)
- Arlington CSD (T,E)
- Attica CSD (S,B)
- Auburn City SD (B,E,S)
- Ausable Valley CSD (S)
- Averill Park CSD (E,S)
- Avoca CSD (S)
- Avon CSD (C,E,S)
- Bainbridge-Guilford CSD (S)
- Baldwin UFSD (S)
- Ballston Spa CSD (S)
- Barker CSD (T)
- Batavia City SD (S,B)
- Bath CSD (S)
- Bayport-Blue Point UFSD (O,S,B)
- Bedford CSD (B,E,O,S)
- Beekmantown CSD (E)
- Berlin CSD (E)
- Berne-Knox-Westerlo CSD (S)
- Bethlehem CSD (E,O,S)
- Binghamton City SD (S)
- Blind Brook-Rye UFSD (S)
- Bloomfield CSD (S)
- Bolivar-Richburg CSD (E)
- Bolton CSD (E,S)
- Bradford CSD (S,T)
- Brasher Falls CSD (S)
- Brewster CSD (S,T)
- Briarcliff Manor UFSD (S,E,T)
- Brighton CSD (B)
- Brittonkill CSD (S,T)
- Broadalbin-Perth CSD (S)
- Brocton CSD (E)
- Brookfield CSD (S)

Broome-Tioga BOCES (E)
 Brunswick CSD (E)
 Brushton-Moira CSD (S,T)
 Buffalo Public Schools (T,B)
 Burnt Hills-Ballston Lake CSD (S,T)
 Byram Hills CSD (E,O)
 Byron-Bergen CSD (S)
 Byron-Bergen CSD (T,S)
 Cairo-Durham CSD (E,S,T)
 Caledonia-Mumford CSD (S)
 Camden CSD (E,O)
 Campbell-Savona CSD (S)
 Canandaigua City SD (O,S)
 Canaseraga CSD (S,T)
 Candor CSD (S)
 Canisteo-Greenwood CSD (S)
 Canton CSD (S,R)
 Carmel CSD (S)
 Carthage CSD (E,O)
 Cato-Meridian CSD (S)
 Cayuga-Onondaga BOCES Regional (S)
 Cazenovia CSD (S)
 Central Square CSD (S)
 Central Valley CSD (E)
 Champlain Valley BOCES (T,S)
 Chappaqua CSD (R,S,T)
 Chateaugay CSD (S,E)
 Chatham CSD (E)
 Chautauqua Lake CSD (E,R,S,T)
 Chautauqua County (S)
 Chazy CSD (S)
 Cheektowaga CSD (S,B)
 Chenango Forks CSD (S)
 Chenango Valley CSD (S)
 Chittenango CSD (S)
 Churchville-Chili CSD (T,E)
 Cincinnati CSD (S)
 City of Gloversville (S)
 City of Johnstown (S)
 Clarence CSD (T)
 Cleveland Hill UFSD (B,S,T)
 Clifton-Fine CSD (S)
 Clinton CSD (S,E)
 Clyde-Savannah CSD (S,T)
 Clymer CSD (S)
 Cobleskill-Richmondville CSD (E,S)
 Cohocton CSD (S)
 Cohoes City SD (S)
 Colton-Pierpont CSD (S)
 Coming-Painted Post Area SD (S,T,E)
 Cortland City SD (S,T)

Croton Harmon UFSD (S)
 Crown Point CSD (S)
 Dalton-Nunda CSD (O,S)
 Dansville CSD (E,O,S)
 Delaware Valley CSD (T)
 Delhi CSD (E,T,S)
 DeRuyter CSD (S)
 Deposit CSD (S)
 Depew CSD (E)
 Dobbs Ferry UFSD (S,E,B)
 Dolgeville CSD (S)
 Dover UFSD (E,B)
 Downsville CSD (S)
 Dryden CSD (T,S)
 Duaneburg CSD (S,T)
 Dundee CSD (S)
 Dunkirk City SD (B)
 DV-JY-N CSD (E)
 E. Aurora UFSD (E,O)
 E. Bloomfield CSD (O,S)
 E. Greenbush CSD (S)
 E. Hampton UFSD (B,S)
 E. Rockaway UFSD (S)
 E. Syracuse-Minoa CSD (S,T,E)
 Eastchester UFSD (B,E,O,T)
 Eastern Suffolk BOCES (B)
 Eden CSD (O)
 Edinburg Common SD (S)
 Edwards-Knox CSD (S)
 Elba CSD (S)
 Eldred CSD (E)
 Elizabethtown-Lewis CSD (S)
 Ellenville CSD (E,O,S,T)
 Elmira City SD (S,T)
 Elmira Heights CSD (T,S)
 Elmont UFSD (E)
 Elwood UFSD (E)
 Eric 2 BOCES (S)
 Ethical Culture Fieldston School (C)
 Fabius Pompey CSD (S)
 Fairport CSD (E,S)
 Fayetteville-Manlius CSD (O,S,T)
 Fonda Fultonville CSD (S)
 Fort Ann CSD (E,T)
 Fort Plain CSD (E,T)
 Frankfort-Schuyler CSD (S)
 Franklin CSD (S)
 Fulton City SD (S,T,E)
 Fulton County (S)
 Gananda CSD (B,O,S,T,E)
 Garrison UFSD (S)

Hyde Park CSD (E)
 Ichabod Crane CSD (E,O)
 Ilion CSD (S)
 Indian Lake CSD (T)
 Indian River CSD (E,S)
 Iroquois CSD (E)
 Irvington UFSD (S,E,B)
 Island Park UFSD (S)
 Ithaca City SD (S)
 Jamestown City SD (T)
 Jamesville Dewitt CSD (S)
 Jasper-Troupsburg CSD (S)
 Jericho UFSD (B)
 Johnsonburg CSD (S)
 Johnson City SD (S)
 Johnstown City SD (S,T)
 Jordan-Elbridge CSD (E,S,T)
 Katonah Lewisboro UFSD (O,S)
 Keene CSD (E)
 Kenmore-Tonawanda UFSD (E,O)
 Keshequa CSD (E,S)
 Kings Park CSD (E,S)
 Kingston City SD (E,S,T)
 LaFargeville CSD (S,T)
 LaFayette CSD (S)
 Lake George (S,T)
 Lake Placid CSD (S,E)
 Lakeland CSD (E,O,S,T)
 Lancaster CSD (S)
 Lansing CSD (S)
 Lansingburgh CSD (S,B)
 Laurel Common School (S)
 LeRoy CSD (S)
 Letchworth CSD (E,S)
 Levittown Public SD (E)
 Lewiston-Porter CSD (B,S)
 Liberty CSD (E)
 Lisbon CSD (S)
 Little Falls City SD (S)
 Liverpool CSD (S,E)
 Livonia CSD (B,E,O,S)
 Lockport City Schools (B,E)
 Long Beach City SD (S)
 Long Lake CSD (S)
 Longwood CSD (B,T)
 Lyme CSD (S)
 Lynbrook UFSD (S)
 Lyndonville CSD (E,S)
 Lyons CSD (S)
 Madrid-Waddington CSD (S)
 Mahopac CSD (S)

General Brown CSD (E,O)
 Genesee Valley BOCES (S)
 Genesee Valley CSD (T)
 Genesee CSD (E,S)
 Geneva City SD (S)
 Gilbertsville-Mt. Upton CSD (S)
 Gloversville City SD (S)
 Goshen CSD (E)
 Gouveneur CSD (E,S,B)
 Grand Island CSD (T)
 Granville CSD (E)
 Greenburgh #7 CSD (B,E,O)
 Green Island UFSD (S,B)
 Greene CSD (O)
 Greenport UFSD (S)
 Greenville CSD (O,S)
 Greenville Fire District (S)
 Greenwich CSD (E,T)
 Greenwood Lake CSD (E)
 Groton CSD (S)
 Guiderland CSD (S)
 Hadley-Luzerne CSD (E)
 Haldane CSD (S)
 Half Hollow Hills CSD (E)
 Hammond CSD (S)
 Hammondsport CSD (E,S)
 Hancock CSD (O,S,T)
 Hannibal CSD (S)
 Harpersville CSD (S,T)
 Harrison CSD (S,E,B)
 Harrisville CSD (S)
 Hastings-on-Hudson UFSD (S,E,B)
 Hauppauge UFSD (E)
 Hendrick Hudson CSD (S,E)
 Herkimer BOCES (S)
 H-F-M BOCES (S)
 Herkimer County (S)
 Herkimer CSD (E,S,T)
 Hermon-DeKalb CSD (S)
 Heuvelton CSD (S)
 Highland CSD (S,E)
 Hilton CSD (S)
 Holland Patent CSD (S,T)
 Homer CSD (S)
 Honeoye CSD (S)
 Hoosic Valley CSD (S)
 Hornell City SD (E,R,S)
 Horseheads CSD (E,R,S,T)
 Hudson City SD (E)
 Hudson Falls CSD (T)
 Hunter-Tannersville CSD (E)

Maine-Endwell CSD (S)
 Malone CSD (S)
 Malverne UFSD (S)
 Manchester-Shortsville CSD (S)
 Manhasset UFSD (E)
 Marathon CSD (S)
 Marcellus CSD (S)
 Marcus Whitman CSD (E,S)
 Marion CSD (S,E)
 Marion Fire Dept (S)
 Marion Fire District (S)
 Marlboro CSD (E,S,B)
 Maryvale UFSD (B,S)
 Massena CSD (S)
 Mattituck-Cutchogue UFSD (S)
 Mayfield CSD (S,E)
 Mayville CSD (S)
 McGraw CSD (S)
 Mechanicville City SD (E)
 Medina CSD (E,S)
 Menands UFSD (S,E,B)
 Mexico CSD (S)
 Middle Country CSD (S,E)
 Middleburgh CSD (E,S)
 Middletown City SD (B,E)
 Millbrook CSD (B)
 Miller Place UFSD (S)
 Mineola UFSD (T)
 Minerva CSD (S)
 Mohawk CSD (S)
 Montauk UFSD (S)
 Monticello CSD (E,O)
 Moravia CSD (S)
 Moriah CSD (E)
 Morristown CSD (S)
 Mount Markham CSD (S)
 Mount Pleasant CSD (B,E,T)
 Mount Sinai UFSD (S)
 Mt. Morris CSD (S,T,B)
 Nanuet UFSD (S)
 Naples CSD (E,S,T)
 Narrowsburg CSD (T)
 Newfane CSD (E)
 New Hartford CSD (S,T)
 New Hyde Park UFSD (T)
 New Lebanon CSD (E,S)
 New Paltz CSD (S)
 New Rochelle City SD (E)
 New Suffolk SD (S)
 New York Mills UFSD (S)
 Newark CSD (S)
 Newark Valley CSD (E,S)
 Newburgh City SD (C,E)
 Niagara Falls City SD (S)
 Niagara-Wheatfield CSD (E,O,S)
 Niskayuna CSD (S)
 North Colonie CSD (S)
 North Rose-Wolcott CSD (E,S,T)
 North Salem CSD (S)
 North Syracuse CSD (E,O,S)
 North Tonawanda City SD (B,E,O,S)
 North Warren CSD (S)
 Northern Adirondack CSD (S)
 Northport-E Northport CSD (B,E,O)
 Northville CSD (S)
 Norwich City SD (S)
 Norwood-Norfolk CSD (S)
 Nyack UFSD (S)
 Oakfield-Alabama CSD (E,T,S)
 Oceanside UFSD (S)
 Odessa-Montour CSD (S)
 Onondaga CSD (E,S)
 Ontario ARC (E)
 Ontario CSD (E,O,B,S)
 Oppenheim-Ephratah CSD (E,S)
 Orchard Park (S,E,O)
 Oriskany CSD (S)
 Orleans/Niagara BOCES (S)
 Ossining UFSD (B,C,S,T)
 Oswego BOCES (T)
 Oswego City SD (E,O,S,T)
 Otselic Valley CSD (S)
 Owego-Apalachin CSD (S)
 Owen D. Young CSD (B,S)
 Oxford Academy & CSD (S)
 Oysterponds UFSD (S)
 Palmyra-Macedon CSD (S)
 Panama CSD (S)
 Parishville-Hopkinton CSD (S,T)
 Patchogue-Medford CSD (S)
 Pavilion CSD (S)
 Pawling CSD (E,O)
 Pearl River CSD (S)
 Peekskill City SD (S,T)
 Pembroke CSD (E,O)
 Penfield CSD (T,E)
 Penn Yan CSD (S)
 Perry CSD (O,S,B)
 Peru CSD (E)
 Phelps-Clifton Springs CSD (T,S)
 Phoenix CSD (S)
 Pine Plains CSD (E)

Pioneer CSD (B,C,E)
 Pittsford CSD (E)
 Pocantico Hills CSD (E,T)
 Poland CSD (E,S)
 Port Byron CSD (S)
 Port Chester-Rye UFSD (S)
 Port Jefferson UFSD (S)
 Port Jervis City SD (B,E,O)
 Potsdam CSD (S,R)
 Prattsburgh CSD (S)
 Pulaski CSD (S)
 Putnam Valley CSD (S,E,B)
 Queensbury UFSD (E)
 Ramapo CSD (E)
 Ravenna CSD (E,O,S)
 Red Creek CSD (S)
 Renssen CSD (O,S)
 Rensselaer-Speonk UFSD (B)
 Rensselaer City SD (S)
 Rensselaer County Pre-School (S)
 Rhinebeck CSD (C,E,R,T,B)
 Richfield Springs CSD (E,S)
 Rides Unlimited-Nassau/Suffolk (T)
 Ripley CSD (S)
 Riverhead CSD (E)
 Rochester City Schools (B)
 Rockland BOCES (E,T)
 Rockville Centre UFSD (S)
 Rocky Point UFSD (B,S)
 Rome City SD (E,O,T)
 Romulus CSD (S)
 Rondout Valley CSD (S)
 Roosevelt UFSD (B,C,T)
 Roscoe CSD (T)
 Roslyn UFSD (E)
 Rotterdam-Mohonasen SD (S)
 Rush-Henrietta CSD (R)
 Rye City SD (S)
 Rye Neck UFSD (S)
 Sachem CSD (E,S)
 Sackets Harbor CSD (S)
 St. Johnsville CSD (E,B)
 St. Regis Falls CSD (S)
 St. Lawrence CSD (S)
 Salomon River CSD (S)
 Sandy Creek CSD (S)
 Saranac CSD (E)
 Saratoga Springs City SD (S,T)
 Saugerties CSD (E,S)
 Sauquoit Valley CSD (E,S)
 Scarsdale UFSD (E)

Schalmont CSD (S,T)
 Schenectady City SD (S)
 Schock CSD (S)
 Schoharie CSD (S)
 Schroon Lake CSD (S)
 Scotia-Glenville CSD (S)
 Seneca County (S)
 Seneca Falls CSD (S)
 Sharon Springs CSD (S)
 Shenendehowa CSD (S)
 Sherburne-Earville CSD (S)
 Sherman CSD (S)
 Shoreham-Wading River (B,C,E)
 Sidney CSD (S)
 Silver Creek CSD (T,E)
 Skaneateles CSD (B,S,T)
 Sloan UFSD (S)
 Smithtown CSD (S,E)
 Sodus CSD (E,S)
 Solway UFSD (S)
 Somers CSD (R,S,T)
 South Colonie CSD (S,E)
 South Orangetown CSD (S)
 South Seneca CSD (S)
 Southern Cayuga CSD (T,S)
 Southold UFSD (E,S)
 Southwestern CSD (S)
 Spackenkill UFSD (E,B)
 Spencer-VanEtten CSD (S)
 Springs UFSD (S)
 Springville-Griffith Institute (E,T)
 Stamford CSD (E)
 Starpoint CSD (E,S)
 Stillwater CSD (E)
 Suffolk 2 BOCES RTP (E)
 Sullivan West CSD (E,O,B)
 Susquehanna Valley CSD (E,O,S)
 Sweet Home CSD (S)
 Syracuse City SD (E)
 Syracuse University (T)
 Taconic Hills CSD (E,O,R,T)
 Tarrytown UFSD (E)
 Three Village CSD (S)
 Ticonderoga CSD (S)
 Tioga CSD (S)
 Tonawanda City Schools (B)
 Troy City Schools (B)
 Trumansburg CSD (S)
 TST BOCES (S)
 Tuckahoe UFSD (E)
 Tupper Lake CSD (S,T)

Ulster ROCES (S)
 Unadilla Valley CSD (S)
 Unatego CSD (S)
 Union Endicott CSD (S)
 Union Springs CSD (S)
 Uniondale UFSD (E)
 Utica City SD (C,E)
 Vestal CSD (S)
 Victor CSD (S)
 Village of Alexandria Bay (S)
 Village of Chaumont (S)
 Village of Lyons (S)
 Village of Orchard Park (S)
 Village of Sackets Harbor (S)
 Village of Weedsport (S)
 Voorheesville CSD (S)
 Walkill CSD (C,S)
 Walton CSD (S)
 Wappingers CSD (E,O,T)
 Warrensburg CSD (S,E)
 Warsaw CSD (B,S)
 Warwick Valley CSD (E,R)
 Washingtonville CSD (E)
 Waterford Halfmoon CSD (T,S,B)
 Waterloo CSD (E,S)
 Waterville CSD (E,S,T)
 Watervliet City SD (S)
 Watkins Glen CSD (C,O)
 Waverly CSD (T)
 Wayland-Cohocton CSD (S)
 Wayne CSD (S)
 Wayne County Sheriff's Dept. (S)
 Wayne-Finger Lakes BOCES (T,S)
 Webutuck CSD (E)
 Weedsport CSD (S)
 Wells CSD (S)
 Wellsville CSD (S)
 West Canada Valley CSD (S)
 West Genesee CSD (S)
 West Seneca CSD (S)
 Westhill CSD (S)
 Westmoreland CSD (S,T)
 Westport CSD (S)
 White Plains City SD (T)
 Whitesboro CSD (S,E)
 Whitesville CSD (S)
 Whitney Point CSD (S,T)
 William Floyd UFSD (B,E,O)
 Williamson CSD (S,E)
 Williamsville CSD (E,O,S,T,B)
 Willsboro CSD (S)

Wilson CSD (S)
 Windsor CSD (S)
 W-S-W-H-E BOCES (E,S)
 Wynantskill UFSD (E,S,T)
 Wyoming CSD (S)
 Yonkers City SD (E)
 York CSD (S)
 Yorktown CSD (B,S,T,R)

OHIO
 Granville Exempted Vig SD (E)
 Northmont (T)
 Co. Summit Board MR/DD (E,O)
 Woodridge Local SD (E)

PENNSYLVANIA
 Bethlehem Area SD (E)
 Bensalem (E)
 Central Bucks (E,O)
 Cheltenham SD (B)
 Council Rock (E,T)
 Ellwood City Area SD (B)
 Garnet Valley SD (O)
 Milton Hershey School (E)
 Neshaminy School District (B)
 New Hope-Solebury SD (T)
 Northwestern Lehigh SD (E)
 Parkland SD (E)
 PennDelco (E)
 Penn Valley Area SD (E)
 Pennsylvania SD (B)
 Pleasant Valley (O)
 Pocono Mtn. (E,T)
 Quaker Valley (E,O)
 Radnor (T)
 Shaler (E)
 Sharpville Area SD (C)
 Springfield Township SD (B)
 State College (B,O)
 Unionville Chadds-Ford SD (E)
 Upper Dublin SD (B)
 Upper St. Clair (O)
 West Chester Area SD (B,T)
 Whitehall-Coplay (O,E)

RHODE ISLAND
 Pawtucket Public Schools (B,E)
 Providence Public Schools (B,T)
 Westerly Public Schools (E,O)

TENNESSEE
 Memphis City Schools (B,T)

TEXAS
 Judson Independent Schools (E)
 Mansfield Independent Schools (E)

VERMONT
 Essex Town SD (T)

VIRGINIA
 Falls Church City SD (T)
 King George County Schools (E)

WYOMING
 Laramie County SD #1 (T)
 Natrona County Schools (T)

ASSOCIATIONS
 National Assoc. for Pupil Trans. (T)
 National Child Care Association (T)
 National School Trans. Assoc. (T)

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AN AGREEMENT
BETWEEN
THE SUPERINTENDENT OF SCHOOLS
OF
THE CORTLAND ENLARGED CITY SCHOOL DISTRICT
AND
THE CORTLAND UNITED TEACHERS
NYSUT/AFT/AFL-CIO, Local 2592
July 1, 2014 - June 30, 2018

POL

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THIS AGREEMENT, entered into on the _____ day of April, 2016 by and between the Superintendent of Schools of the Cortland Enlarged City School District, and the Cortland United Teachers, hereinafter called the "Union."

WITNESSETH

WHEREAS, The Superintendent and the Union recognize and declare that providing a quality education for the children of Cortland is their mutual aim, and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

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

WHEREAS, The Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act) to negotiate with the Union as the representative of the certified professionals, employed under the teachers' salary schedule with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, The parties have reached certain understandings which they desire to confirm in this Agreement,

NOW THEREFORE, IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 1
RECOGNITION**

The Cortland Enlarged City School District Superintendent, having determined that the Cortland United Teachers is supported by a majority of all full-time and part-time classroom teachers, teaching assistants, social workers, guidance counselors, special education teachers, speech therapists, reading teachers, school nurse teachers, and teachers of art, music, physical education and library, school psychologists, registered nurses, and long term subs which shall be defined as any substitute unit member who is employed for ninety (90) or more days consecutively or less at Superintendent's discretion in extenuating circumstances, and excluding chairperson of Committee for Special Education (CSE), director of athletics, director of music, director of district computer services, director of physical education, director of library services, certified department chairpersons and per diem employees, hereby recognizes the Cortland United Teachers as the exclusive bargaining agent for the members in such unit. Such Union is entitled to unchallenged representation status during the period prescribed by Section 208(2) of the Taylor Law.

The Board agrees not to negotiate with any teacher organization other than the Cortland United Teachers for the duration of this Agreement.

It is expressly agreed that all statutory rights which ordinarily vest in and have been exercised by the School District shall continue to vest exclusively in and be exercised exclusively by the Board of Education.

Long Term Substitutes shall be entitled to Health Insurance if employed for one full school year. In addition, long term substitutes shall be entitled to the constitutional rights and benefits contained herein, except for Article 3, (5.5) Article 4, paragraph 9, Article 7, section B, Article 10, Section C, paragraph 2, Article 16, section F, Articles 18, 19 and 20.

**ARTICLE 2
NEGOTIATION PROCEDURES**

A. It is understood that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may, from time to time, arise of vital mutual concern to the parties, which have not been fully or adequately negotiated, between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

- B. Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set and held not more than fifteen (15) days following such request. Request for negotiations may be made at any time after January 15, immediately preceding expiration of the contract. There shall be a joint exchange of proposals or a mutually accepted procedure to initiate negotiations.
- C. In the event a new contract is not executed prior to the termination date of the current Agreement, all items of the current contract except those that were the subject of negotiations will be carried forward. In addition, the District will not reduce the salaries or the monthly dollar contribution it pays per employee for employee health insurance benefits.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or negotiating representatives of the other party, and each party may select its representatives from within or from outside the school district.
- E. While no final agreement can be reached by the representatives of either side, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, reach compromises and sign tentative agreements in the course of negotiations.
- F. The Union agrees to submit first to ratification of the final and complete tentative Agreement.

ARTICLE 3 GRIEVANCE PROCEDURE

Section A - Declaration of Purpose

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

Section B - Definitions:

- 2.1 A **GRIEVANCE** is a complaint by a unit member or group of members of an alleged violation of any of the terms and conditions of the Agreement.
- 2.2 The term **SUPERVISOR** shall mean any principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises, except for the Chief School Officer.
- 2.3 The **CHIEF SCHOOL OFFICER** is the Superintendent of Schools.
- 2.4 The **UNION** shall mean the Cortland United Teachers.
- 2.5 **AGGRIEVED PARTY** shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.6 **PARTY IN INTEREST** shall mean any party named in a grievance who is not the aggrieved party.
- 2.7 **HEARING OFFICER** shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance hereunder.

- 2.8 **UNIT MEMBER** shall mean any professional certified or licensed personnel who are recognized under Article 1.

Section C - Procedures:

- 3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of the Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for informal decisions at Stage 1 A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Forms for complying with this requirement are found in Appendix D. Each decision shall be promptly transmitted to the unit member and the Union.
- 3.3 If a grievance affects a group of unit members and appears to be associated with system-wide policies, it may be submitted by the Union directly at Stage 2 described below.
- 3.4 The preparation and processing of grievances will not be conducted during the hours of classroom activity so that interruption of classroom activity and the involvement of students in any phase of said Agreement shall be avoided.
- 3.5 The Board of Education and the Union 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.
- 3.6 Except as otherwise provided in Articles 5.1 a and 5.1 b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- 3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents, will be jointly developed by the Board and the Union. The Chief School Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 3.9 All documents, communications, and records dealing with the processing of grievance shall be filed separately from the personnel files of the participants, however a cross-reference document will be placed in the personnel file referencing to the grievance file; a separate grievance file will be maintained cross-referenced also to the individual personnel file.
- 3.10 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- 3.11 If any provisions of this grievance procedure, or any application thereof to any unit member or group of members 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.

- 3.12 The Chief School Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 A, and all written decisions at all stages. The official minutes will be kept on all proceedings in Stages 2, 3, and 4, and the expense for the same shall be shared equally by the Board of Education and teachers. A copy of such minutes will be made available to the aggrieved party within two (2) days after the conclusion of hearings at Stages 2, 3, and 4, so they may advise the appropriate hearing officer of any errors in said minutes. Any such claim or error in the minutes shall become a part of the Official Grievance Record, and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board, but shall not be deemed a public record.
- 3.13 The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided.

Section D - Time Limits:

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty-five (25) school days after the unit member knew or should have known of the act or condition on which the grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued, and further appeal under this Agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Union within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5 In the event of a grievance filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is possible.
- 5.1 Stage 1: Director, Supervisor, or Principal, whichever is appropriate.
- a) A unit member having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his decision, will not consider any materials or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the unit member submits the grievance through a representative, the unit member may be present during the discussion of the grievance. The Supervisor will reply within five (5) school days after the conclusion of the informal conference.
- b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the unit member, his/her representative, and the Union.

5.2 Stage 2: Chief School Officer

- a) If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the unit member shall, within five (5) school days, present the grievance to the Chief School Officer for his/her consideration, in writing.
- b) Within ten (10) school days after receipt of the appeal, the Chief School Officer, or his duly authorized representative, shall hold a hearing with the unit member and all other parties in interest.
- c) The Chief School Officer shall render a decision in writing to the unit member, and his/her representative within ten (10) school days after the conclusion of the hearing.

5.3 Stage 3: Board of Education

- a) If the unit member and the Union are not satisfied with the decision at Stage 2, the unit member will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief School Officer shall be available for the use of the Board of Education.
- b) Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearings shall be conducted in executive session.
- c) Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

5.4 Stage 4: Arbitration

- a) After such hearing, if the unit member and/or Union are not satisfied with the decision at Stage 3, and the Union determines the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to The American Arbitration Association within fifteen (15) school days of the decision at Stage 3. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions of the issues.
- b) The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement, nor make any decision, which requires the commission of an act prohibited by law.
- c) The decision of the arbitrator shall be final and binding upon all parties.
- d) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Union.
- e) No arbitrator shall discuss more than one grievance at the same time as a series of hearings, except by mutual agreement between the parties.

5.5 3020-a Alternate Procedure

- a) In the event a tenured unclassified unit member is served with charges brought pursuant to Section 3020-a of the New York State Education Law, the tenured unclassified unit member shall have the option to either proceed to a hearing as provided in Section 3020-a or to utilize the grievance and arbitration procedure set forth in this article under Section 5.5.
- b) If the majority of the Board of Education finds grounds for bringing charges against a tenured unclassified unit member as provided by Section 3020-a of education law, then a written statement of the charges and an outline of the employee's rights under the alternate procedure this article provides shall be forwarded to him or her by the District Clerk.

- c) The employee must notify the District Clerk in writing within ten (10) days of receipt of the charges whether (s)he desires a hearing on the charges in accordance with Section 3020-a or elects to proceed to grievance arbitration under this article. Selection of grievance arbitration prohibits the District from proceeding under Section 3020-a of education law.
- d) An employee who elects a hearing under 3020-a has waived his or her right to proceed to grievance arbitration under this article.
- e) An employee who elects grievance arbitration under this article has waived his or her right to proceed under Section 3020-a of the New York State Education Law.
- f) Within five (5) days after an employee's selection of grievance arbitration, the Union shall file a demand for arbitration with the American Arbitration Association.
- g) The selected (or designated) arbitrator shall hear the matter promptly and shall issue his or her decision in accordance with the Expedited Rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall issue his or her findings or facts, opinions and conclusions on the issue(s) submitted. The decision of the arbitrator shall be final and binding on both parties.
- h) It is understood and agreed by the parties that the burden of proof on the charges lies solely with the School District.
- i) The cost for the services of the arbitrator will be borne by the School District.
- j) It is understood by the parties that if an employee is suspended under this Article, such suspension will be with full pay for one hundred thirty five (135) school days from the time the charges on the employee are delivered or the final disposition of this matter whichever comes first. The District agrees that if someone chooses the grievance arbitration procedure, (s)he will be advised of the proposed penalty.
- k) The parties agree under Section 5.5 of this Article to utilize the Expedited or Streamlined Labor Arbitration Rules of the American Arbitration Association as determined by the District.
- l) No tenured unclassified unit member under this section shall be terminated or suspended without just cause.

**ARTICLE 4
UNION MEMBER AND UNION RIGHTS**

A. Unit Members' Rights:

- 1. Unit Members shall have the right to advance notice, by the preceding Friday, of meetings scheduled for the following week, except for emergency meetings called by the Chief School Officer.
- 2. No meeting shall be scheduled a day before a multiple day vacation (school day) and/or on Friday, except in the case of an emergency called by the Chief School Officer.
- 3. Unit Members shall have the right to take an active part in the civic life of the community.
- 4. Unit Members shall have the right to have a voice in the decision-making process relative to curriculum changes and/or revisions.
- 5. A substitute shall be provided by the Board of Education when a unit member attends administratively approved educational conferences, and said unit member shall be reimbursed for expenses incurred by said conferences.

6. Visiting days may be granted, when requested, for the purpose of studying other school programs, by approval of the Superintendent.
7. Any member of the bargaining unit or their respective families will not be subject to coercion, interference, restraint, discrimination or reprisal by any administrator of the District, nor its Board of Education. Any member of the bargaining unit shall not coerce, discriminate, restrain, interfere, or attempt reprisal against any member of the Administration, Board of Education, or their respective families.
8. Unit members whose positions have been abolished may have seniority rights to remain in the system and to be reassigned in areas where they are certified, consistent with provisions of 2510 of the Education Law, Part 30, Chapter 1, of the Regulations of the Board of Regents or Civil Service Law whichever are applicable.
9. In case of death of a unit member in service, effort shall be made to release those unit members desiring to attend the funeral, provided there is adequate class coverage.
10. For the purpose of discussion of unit members' professional conduct, such discussion by an administrator or supervisor shall be held privately.
11. The seniority date for each employee shall be established as beginning with his/her most recent date of hire with the School District. The seniority date for Teaching Assistants hired on or before August 26, 2003 shall be their date of first permanent classified appointment in the Cortland Enlarged City School District.
12. Layoffs for RN's only shall be made by reverse order of seniority and recall by order of seniority. In the event of layoff, affected employees shall remain on the recall list for seven (7) years. Before filling any subsequent vacancy, the District shall offer said position to those on recall first. If recall rejected, this person will be dropped from recall list and lose all seniority and rights.
13. Social workers shall receive the benefits of the contract as they apply to teachers.

B. Union Rights:

1. Every first (1st) and third (3rd) Wednesday after 3 p.m. shall be reserved for regular union meetings.

The second (2nd) and fourth (4th) Wednesdays of each month shall be reserved for Union committee meetings. However, the District may schedule meetings on these days which involve unit members with the understanding that such attendance is optional on the part of the unit members.

No reservation applies to the fifth (5th) Wednesday of any month and the Chief School Officer may call a District meeting whenever (s)he deems necessary.
2. Unit Members serving on District and State committees shall be relieved of duty at an hour, at the discretion of the Superintendent or principal, to insure timely arrival. The Board shall provide a substitute for delegate representatives attending the Retirement System meeting.
3. The Board of Education will pay the salaries of not more than three (3) teachers while attending the Representative Assembly. No personal leave days shall be deducted for such three (3) regular teachers.
4. The Board of Education will pay for substitutes for up to (2) days for participating in the Committee of 100 days.

5. The Union will share the responsibility of planning and implementing all in-service programs or workshops at the local level.
6. In the event of the abolishment of the tenure law as it is currently written the Board of Education would agree to negotiate a fair dismissal procedure which would afford those unit members currently on tenure fair dismissal rights. This procedure would include charges for cause, appropriate hearing, and the right to counsel.
7. Unit Members would be allowed a professional courtesy of waiver of non-resident tuition if they are not residents of the District but wish to have their children attend our schools. Such attendance, and the school to be attended, would only be allowed if it did not create an imbalance in any of our class sizes or programs.
8. Bargaining units outside the Cortland City School District will not have access to unit members' mailboxes.
9. The Union president or designee, upon central office approval, will be allowed two (2) man days per year to attend meetings called by Union affiliates. If the appropriate central office administrator determines that such meeting is of importance and interest to the School District, the District will pay for the substitute teacher involved and the day will not be charged to the president. If in the opinion of the central office administrator such meeting is not of importance or interest to the School District, the president may still attend; however, the District would be reimbursed by the Union for the daily rate of pay of the Union president, and no days would be charged against the president if they were reimbursed.
10. If the president of the Union is from the Junior-Senior High School, (s)he would be relieved of a homeroom-type duty; if from an elementary school (s)he would have a duty-free lunch hour, and not have safety patrol or bus duty.

ARTICLE 5 SALARIES AND PROFESSIONAL COMPENSATION

All salaries and professional compensation shall be negotiated for all personnel represented by the Cortland United Teachers.

Salaries are set forth in Appendices in A-1, A-2, and A-3.

For the 2014-15 school year school year, returning teachers shall receive a 0.15% increase to their 2013-14 base salary plus step increment, consistent with the service requirements of the previous paragraph.

For the 2015-16 school year school year, returning teachers shall receive a 1.4% increase to their 2014-15 base salary plus step increment, consistent with the service requirements of the previous paragraph.

For the 2016-17 school year school year, returning teachers shall receive a 1.4% increase to their 2015-16 base salary plus step increment, consistent with the service requirements of the previous paragraph.

For the 2017-18 school year school year, returning teachers shall receive a 1.4% increase to their 2016-17 base salary plus step increment, consistent with the service requirements of the previous paragraph.

The Nurses' salary schedule shall be 65% of the teacher's salary schedule. Longevity earned shall be paid annually as a stipend but shall not be added to base salary. Eligibility for step movement for Nurses shall be in accordance with the service requirements for teacher step movement.

The Teaching Assistants' salary schedule shall be 50% of the teacher's salary schedule. Longevity earned after June 30, 2012 and the \$200 tenure compensation shall be paid annually as a stipend but shall not be added to base salary. Eligibility for step movement for Teaching Assistants shall be in accordance with the service requirements for teacher step movement.

**ARTICLE 6
UNIT MEMBER EMPLOYMENT AND RECRUITMENT**

- A. The regular period of employment in any fiscal year for ten (10) month employees shall be from September 1 through June 30, less
1. Released non-school sessions as defined by approved school calendar and any other legal holidays;
 2. Authorized leave as approved within board policy;
 3. Special leave as provided by special board action.
 4. In no case shall said period of employment exceed one hundred eighty-six (186) days. Beginning with the 2015–2016 school year, said period of employment shall not exceed one hundred eighty-five (185) days.
 5. The normal workday for Registered Nurses shall be seven and one-quarter (7 ¼) hours per day which will include a thirty (30) minute lunch period.
 6. Any day that school is closed due to snow, health, or energy considerations and becomes a make-up day shall be considered part of the normal term of employment.
- B. Unit Members are encouraged to join actively in the local, state, and national professional organizations.
- C. Unit Members hired by this school district may be given credit for all full-time prior teaching service, four (4) years of military service, two (2) years of Peace Corps service, and up to ten (10) years equivalent industrial or commercial experience to their teaching assignments. Unit members may not be placed on any step of the salary schedule higher than that commensurate with all prior service.
- D. It shall be the privilege of the Executive Committee of the Cortland United Teachers to review salary agreements of all unit members in order to ascertain the adherence to hiring and promotion policies, so long as it does not run contrary to the Freedom of Information Law.
- E. The Cortland United Teachers shall actively assist the Board of Education in the recruiting of unit members and the orientation of the same to the system after being hired.
- F. Salary agreements are not to include items that are in violation of this agreement.
- G. In the event a unit member is rehired after July 1, 2007, all previously accumulated sick leave will be restored.

**ARTICLE 7
UNIT MEMBER ASSIGNMENT**

- A. Unit Members, other than newly-appointed unit members, will be notified of the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes they will have for the coming school year, as soon as practicable and, under normal circumstances, not later than the close of school in June. In general, exceptions will be unfilled positions or late resignations or retirements.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study. If an assignment is necessary outside of a teachers' area of certification, (s)he will be notified as soon as practical, but no later than the end of the school year, of such change in assignment, with a full explanation as to the need for the change. Teachers who desire a change in assignment will file a written statement of such desire with the Superintendent of Schools not later than April 1, and the written statement shall include a full explanation of the reasons for such request.

- C. In making changes in grade assignments in the elementary schools and in subject assignments in the secondary schools, and involuntary transfer of Registered Nurses, the seniority, convenience, and wishes of the individual will be honored to the extent that these do not conflict with the best interests of the school system and the pupils.
- D. Assignments will be made without regard to race, creed, color, religion, nationality, sex, or marital status.
- E. No unit member shall be compelled, without due explanation or justification, to assume the responsibilities of another unit member.
- F. Part-time Unit Members
1. Sick and personal days will be prorated to part-time people according to the percentage that they are being paid.
 2. Eligibility for longevity increments will accrue to their percentage of being paid, i.e., someone being paid fifty (50%) percent would accrue one half year towards longevity. The District's current longevity practice with respect to Registered Nurses will be continued.
 3. Health Insurance Eligibility: Anyone working between fifty (50%) and seventy-four (74%) percent would be eligible for seventy-five (75%) percent of the benefit. Anyone working above seventy-five (75%) percent would be eligible for one hundred (100%) percent of the benefit (this would mean whatever contribution the District were paying would be multiplied by the applicable percentage for those between fifty (50%) and seventy-four (74%) percent.
- G. Last Week of School:
- Once the District has satisfied all the legal mandated days of session, and length of session for grades K-6, the District will provide for early dismissal on two (2) days as follows: one being a half day with no students and the second day being a full day with no students, with the final day of the school year as per past practice of the parties.
- H. The Union shall actively assist the Board of Education in the recruiting of nurses and the orientation of the same to the system after being hired.

ARTICLE 8 WORKING HOURS AND CLASS LOAD

Working hours and class load shall be negotiated when the parties to this Agreement determine that the workload and/or class size are in excess of good educational practices (See Board policy statement, if any).

All unit employees are expected to be at work each day school is in session (to include Regents Examination days and all other testing days as the case may be), except as otherwise permitted by a specific and express provision of this agreement or with the written approval of the Superintendent of Schools.

1. The Chief School Administrator shall establish the starting time and the closing time for each school. All unit members, except nurses, shall work a seven and one-quarter ($7 \frac{1}{4}$) hour day which includes at least a thirty (30) minute scheduled uninterrupted duty free lunch. When necessary to provide appropriate level of student supervision the district can assign teaching assistants a flex schedule.
2. Each unit member shall establish a schedule for hours, both prior to the regular school day and subsequent to the regular school day, whereby students will be given or may request extra help. Time for extra help and faculty meetings shall be deemed to be within the regular duties of a unit member.

3. Each unit member must understand it is a professional obligation to provide extra help for students. This extra help may be offered before school, during the school day, or after school, upon student or teacher request.
4. Unscheduled periods shall be designated as planning or preparation periods.

The work day for teaching assistants will be in accordance with the previously negotiated 7 ¼ hour work day. The District shall retain the right to establish the starting time and ending time for each teaching assistant within the 7 ¼ hour day which shall include an unencumbered lunch for at least ½ hour.

Social workers planning time and scheduling shall continue, as is practice.

ARTICLE 9 SCHOOL CALENDAR

- A. A tentative school calendar shall be given to the Union before presentation to the Board of Education.
- B. The Union shall have the right to review the tentative school calendar and to present suggested changes and/or revisions.
- C. If for reasons of energy days, snow days, health days, etc., the school district should not be able to meet its one hundred eighty (180) day requirement and would suffer loss of state aid as a result thereof, there would be a pro rata salary deduction for each day's loss of state aid to the school district.

ARTICLE 10 VACANCIES AND TRANSFERS

A. Vacancies

Notification of new positions and/or vacancies shall be posted in all school buildings as they occur and a copy of such notification shall be sent to the president of the Cortland United Teachers. Those unit members interested in applying for any vacancy should submit written notice to the Superintendent or his/her designee, before the close of each school year, notice of their interest in the specific position.

- B. Nothing in this section shall prevent the District from filling a position prior to the end of the school year.

C. Transfers

1. The consideration for transfer within the system shall be extended to all members.
2. As a matter of general policy on transfers within the school system, all transfers shall be made only when they are mutually agreeable. In the event such transfers cannot be agreed upon mutually, the Superintendent shall hold a hearing with the parties involved and then render a final decision. In no instance shall a teacher lose tenure because of such said Superintendent's decision.
3. The building representative of the recognized bargaining unit shall not be arbitrarily or capriciously transferred.

ARTICLE 11 WORKING CONDITIONS

Parent Conferences

- A. Scheduling of parent conferences for each school shall be arranged by mutual agreement between the principal and the teachers of that building, subject to the approval of the Superintendent or his/her designee.

- B. 1. Released time from teaching for administratively approved parent conference requests shall be available to elementary teachers as follows:
- | | |
|----------------------|-----------------------|
| Under 10 conferences | No substitute |
| 10 - 20 conferences | One half day |
| 21 - 30 conferences | One day |
| 31 - 40 conferences | One and one half days |
| 41 + conferences | Two days |
2. Released time from teaching for administratively approved I.E.P. grades 1-12 conferences shall be available to Special Education teachers as follows:
- | | |
|--------------------|---------|
| 0 - 20 conferences | One day |
|--------------------|---------|
- C. All actually scheduled parent conferences, whether parents maintain and fulfill said conferences, shall be recognized as a parent conference by the Superintendent or his/her designee.
- D. Substitute for the teacher shall be provided by the Board of Education subject to approval of the Superintendent or his/her designee. Such substitutes will be brought in as soon as practicable to provide one half-day release time. Any other arrangements for released time for parent conferences shall be made by mutual agreement between the building principal and the teachers of that building subject to the approval of the Superintendent or his/her designee.

**ARTICLE 12
ACADEMIC FREEDOM**

- A. Academic Freedom shall be guaranteed to unit members with no special limitation.
- B. Freedom of individual conscience, association, and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

Individual Freedom - The private and personal life of a bargaining unit member is not within the appropriate concern or attention of the Board or administration except as it may interfere with the bargaining unit member's responsibilities to and relationships with students and/or the school system, and/or impair his ability to fulfill his bargaining unit member duties.

**ARTICLE 13
PROTECTION OF UNIT MEMBERS**

- A. Protection shall be provided in accordance with Sections 3023 and 3028 of the Education Law.
1. Principals and unit members shall be required to immediately submit two copies of all cases of assault suffered by unit members and/or civil actions filed against them in connection with their employment, to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report, and shall forward one (1) copy of the report to the school attorney.
 2. The school board attorney shall inform the unit member of his/her rights under the law, and shall provide such information in a written document.
 3. The school board attorney shall notify the unit member of his/her readiness to assist the unit member, as follows:
 - a. By obtaining from the unit member, the principal, and/or the police, relevant information concerning the incident.

- b. By accompanying the unit member in Court appearance, and
- c. By acting in other appropriate ways as liaison between unit member and police and Courts.

B. Legal Counsel

The Board agrees to provide, at no expense to the unit member, legal counsel to defend any action arising out of an assault on a unit member or any disciplinary action taken against a student by a unit member to the extent permitted by law.

C. Compensation for Lost Time

If an assault on a unit member results in loss of time, the unit member shall be paid in full, and such paid absence shall not be deducted from any sick leave to which such unit member is entitled under this Agreement. The unit member shall receive his/her regular salary, less Social Security and/or Workmen's Compensation benefits. All other benefits continue. These benefits shall be limited to a period equal to one contract year beginning from date of injury. The Board reserves the right to increase benefits in case of special merit, or in cases where undue hardship may be caused by rigid adherence to the regulations.

**ARTICLE 14
IN-SERVICE EDUCATION**

Continuing growth in knowledge and skills is the responsibility of teachers, administrators, and local boards of education. An important means of fostering professional growth is through in-service education.

- A. In-service education will consist of those courses, programs, and projects undertaken by teachers while actively employed by the school district for the purpose of updating and improving their professional effectiveness and competence in the classroom.
- B. The Board of Education will recognize any of the following in-service programs for salary credits:
 - 1. In-service courses organized by colleges or universities;
 - 2. In-service courses organized by related professional organizations;
 - 3. In-service courses organized locally.
- C. An in-service course will carry credit for salary purposes if
 - 1. the course and admission to it are approved by the Superintendent at least one (1) week in advance of the starting date of the course.
 - 2. the course is completed to the instructor's satisfaction;
 - 3. proof of satisfactory completion of the in-service course is sent to the Superintendent by the teacher.
- D. Instructors for in-service courses will be fully competent in their specialty, familiar with problems involved in classroom or administrative implementation of the materials under consideration, and able to suggest creative approaches to better teaching.
- E. Criteria for approval of in-service credit for salary purposes:
 - 1. In general:
 - a. One (1) credit hour equals fifteen (15) in-class hours.

- b. No more than one unexcused absence per credit hour will be allowed, but work missed by excused absence may be made up to the satisfaction of the instructor, and credit certified upon its completion. (Excused absences will be those generally considered legal for public school non-attendance by the New York State Department of Education.)
- c. Before more than fifteen (15) in-service credit hours will be recognized for an individual for salary purposes, three (3) graduate credits must be completed, unless this requirement is specifically waived by the Superintendent.

F. Fractional In-service Credit:

Where a teacher has taken approved in-service courses of less than fifteen (15) hours, the teacher may accumulate such fractional parts until it totals a minimum of 15 hours. At that time they will bring in the approved certificate of completion for those courses. The District will then pay at whatever the current rate is at the time of completion of the last fractional part. If the total submitted exceeds fifteen (15) hours, there will be no carryover for any part above the fifteen (15) hours.

G. Tuition Assistance - Registered Nurses, ONLY.

The School District shall bear the cost of any approved training insuring that the employee would not suffer loss of normal wages or benefits as result of attendance at such training. The nurses are encouraged to work cooperatively with the Superintendent or his/her designee to develop in-service education programs for Superintendent's Conference Days.

ARTICLE 15 EVALUATION AND RECORDS

Observations/evaluations of RN's, school social workers, psychologists, speech therapists, secondary librarians, licensed teaching assistants and guidance counselors shall be done in accordance with the Professional Growth and Assessment Program.

Teachers will be evaluated in accordance with an Annual Professional Performance Review Plan (APPR). The APPR shall be controlling if the collective bargaining agreement is in conflict with the APPR.

The teaching assistant evaluation form shall be used for formal, informal and year end summative evaluations. Administrators may substitute year end summative evaluations for formal and/or informal evaluations.

A. Unknown Observation

All observation of work and performance of unit members will be conducted openly and with full knowledge of the member. Such observations for evaluations shall be done in one's workstation. Observation and evaluation of unit members shall be on going, and done only by a qualified member of the certified staff.

B. Outside Activities

Unit Members' non-participation in voluntary extra-curricular, community, church, club, or social activities shall not be a valid consideration for evaluating unit members' performance.

C. Personnel Files

Before copies of formal evaluations and derogatory materials are forwarded to the unit member's personnel file, they will first be signed by the employee with the express understanding that such signature indicates neither agreement or disagreement with the contents. The employee shall also have the right to submit a written response to such material and the response will be reviewed by the Superintendent and attached to the subject material.

D. Evaluation Report, Conference, and Comments

A written report will be made of each classroom observation or evaluation that is to form a part of the unit member's personnel record. The date as well as the starting and stopping time of the observation will be included on the eventually agreed upon evaluation form. A copy of every such report shall be furnished to the employee involved promptly after such observation or evaluation, and within one (1) week after the delivery of a copy of such report to the employee, a conference will be held between the supervisor and the employee to discuss such report, unless both the supervisor and the employee initial the evaluation form indicating that such conference has been dispensed with.

E. Review of Personnel File

A unit member will be provided upon request, an opportunity to review and make copies of non-confidential personnel data concerning himself/herself from the files contained in the Board of Education office. An employee will be entitled to have a representative of the Union accompany him/her during such review. Only those having an official right or reason for doing so may inspect an employee's file and said file shall not be open to public inspection except upon specific consent by the employee and the Union. Information contained in the files maintained by the building principal, department chairpersons, or other administrative or supervisory personnel of the school district shall not be reviewable by members of the staff unless and until such material is transferred to the official personnel file maintained at the Board of Education office, except upon specific consent by the employee and the Union, subject to the provisions of the Freedom of Information Law or judicial subpoenas.

F. Response to Derogatory Materials

No material derogatory to a unit member's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee 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.

G. Report of Special Achievement

Administrators are hereby encouraged to place in the unit member's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic or professional nature. Any such materials received from outside competent, responsible sources shall be included in the employee's file.

H. Revision of Evaluation Procedure

It is hereby agreed that the purpose of an evaluation procedure is continually to strengthen and improve the quality of education in the Cortland Enlarged City School System. The evaluation forms mutually agreed upon by the Superintendent and the Union will be the instruments of formal evaluation. Nothing contained herein, however, will preclude the addition of any supplemental material by the evaluator to the evaluation form so long as the unit member has the same opportunity to review that supplemental material.

**ARTICLE 16
SICK LEAVE**

- A. Sick leave will be granted at the rate of one and six-tenths (1.6) day per month of employment. Sick leave may be used any time during the current year of employment. Any sick days paid, but not earned, will be deducted upon termination of employment. Additional sick leave may be granted to individual unit members in extenuating circumstances by the Superintendent of Schools or his designee.

Any and all medical visits for a unit member or a unit member's family are eligible for a charge off to sick leave.

B. Unused sick leave shall be cumulative. Actual sick leave will be computed by deducting the previous year's actual sick leave from the individual's cumulative total plus the original days added for the following year.

C. When a deduction is made for absence in excess of days allowed, it will be at the rate of:

1/200 of annual salary for ten (10) month employees.

1/220 of annual salary for eleven (11) month employees.

1/240 of annual salary for twelve (12) month employees.

D. Sick leave may be used for any period of physical disability including pregnancy. At the District's request, the period of physical disability may have to be confirmed by a physician. Non-paid leaves may also be applied for.

E. Sick leave may also be used for illness in family, any and all medical visits for a member of a unit member's family or death in family, during the current year of employment. For the above purpose, family is defined as:

"Those domiciled with the unit member or first degree of kinship or one who stands in loco parentis."

F. Administrative efforts to determine the validity of the leave are not precluded by this Agreement.

G. Catastrophic Sick Leave Bank

1. Each new unit member must enter the bank and donate one (1) day each year for two (2) years to the bank.

2. Each unit member may use the bank if:

a. Illness or disability has resulted in long-term continuous absence.

b. His/her sick leave is exhausted.

c. The Review Board has examined the criteria and has approved usage of days from the bank.

3. The Review Board shall be composed of four (4) members, two from the bargaining unit and two (2) appointed by the District administration. This Board shall be responsible for the development of an appropriate application form and procedures to be followed. The Board may require a doctor's certificate or the presence of the employee in its evaluation for the request of the employee in its evaluation for the request for the usage of days from the bank.

4. Days donated to the bank remain in the bank if the employee decides to resign or retire from the School District.

5. When the balance in the bank falls below fifty (50) days, each employee will contribute one half day to the bank. The School District will add one-quarter day for each half day contributed by the employees.

6. Under normal circumstances the maximum number of days an individual may draw from the bank, as the result of any one illness or disability shall be ninety (90) days. However, under extenuating circumstances upon the recommendation of the Review Board an employee may continue to draw such benefits from the bank beyond this ninety (90) day limit as is deemed appropriate.

7. This sick leave bank is not to be used in a case of normal pregnancy or illness in the family. It is for the sole use of catastrophic illness of the employee of the School District.

8. The contribution by each employee shall be in effect for the first two (2) years of the bank, which then would establish without any use approximately four hundred (400) days. Any new employee who comes into the School District who has not contributed to the bank will have to contribute one (1) day for each of their first two (2) years of employment. Then the employee will only have to make an additional contribution pursuant to item 6 above.

ARTICLE 17 TEMPORARY LEAVE OF ABSENCE

A. Absence for Personal Reasons

In case of jury service, court attendance, and other unusual conditions, deductions shall be exempted only by the Board of Education. All employees subpoenaed as witnesses or jurors will be paid the difference between the fee received as such witness or juror and the salary they would have received during such period served as such witness or juror.

Two (2) days per year, non-cumulative, are allowed for personal business. Unused personal days will accumulate as sick leave as specified in Article 16, Section B. In general, personal leave will be granted in connection with matters which cannot be taken care of outside of regular school hours, and for reasons of a nature serious enough as to cause extreme inconvenience and/or hardship.

Such reasons as recreational, social, and shopping activities are not valid reasons for such leave. (It is important for each individual to consider carefully any such request in the light of his/her own and generally acceptable professional and ethical standards.)

Request for such absences will be made through the building principal to the office of the Superintendent for approval by submitting a completed personal leave form supplied by the building principal. Such form must be in the Superintendent's office (twenty four (24) hours in advance of the date requested (except in cases of emergency when advance notice cannot be given.) Employees shall not specify the nature of the use of the personal business day.

A unit member may be permitted to take a personal leave day which may occur, by way of circumstances beyond the control of the unit member, on a day immediately preceding, or subsequent to, a school vacation. In such an unusual situation, the unit member and Chief School Administrator shall consult as to the propriety of such a leave.

One (1) day shall be allowed to persons summoned to report for physical examination by the draft board without loss of compensation.

- a. Legal Matters - House closings, income tax hearings, adoption proceedings, court appearances, probating wills, etc.
- b. Funerals - Attendance at funeral service for a person, the nature of whose prior relationship to the employee warrants such attendance.
- c. Ceremonies - Graduation of employee, spouse, or child; day of wedding ceremony; significant honors and awards ceremonies involving the employee or immediate family.
- d. Education - Attending educational meetings not covered by professional trip regulations; required parental visits by parents to colleges; professional advancement.
- e. Religious Observances - Where one's presence is required in a house of worship to participate in religious ceremonies or the recognized religious belief forbids work on that particular day.
- f. Community Service - Specify exact nature of service.

- g. Special Day - This day may be used ONCE each year. It cannot be used for any recreational, social, or shopping type activity. This day shall still be in compliance with the nature of this article.

If the reason is not listed above, the employee is to state the specific reason for review by the principal, and the office of the Superintendent. Additional personal leave, which will be deducted from sick leave, may be granted to individual unit members in extenuating circumstances by the Superintendent of Schools or his designee.

Days off without pay may be granted for items of a very serious personal nature, if approved by the Superintendent of Schools or his designee. The personal day form shall be used for this purpose.

A unit member may be permitted to take a personal leave day which may occur, by way of circumstances beyond the control of the unit member, on a day immediately preceding, or subsequent to, a school vacation. In such an unusual situation, the unit member and Chief School Administrator shall consult as to the propriety of such a leave.

ARTICLE 18 EXTENDED LEAVES OF ABSENCE

Conditions for Leave of Absence

All such leaves shall be at the discretion of the Board of Education, and such leaves shall be without payment, salary advancement or seniority accrual. (This applies to all except leaves for military service).

A. Personal Illness

Personal application must be made for leave for one semester, which may be renewed by semesters or annually, but may not exceed two (2) consecutive school years. A physician's certificate of the applicant's health may be required with the application, and also certification of fitness of health upon the applicant's return to duty.

B. Parental Leave

This leave shall not be restricted to either sex. Parental leave and its length shall be determined jointly between the applicant and the Superintendent of Schools, with the approval of the Board of Education. Failure to make formal application shall be deemed to create a vacancy. All leave time is non-paid. The application of the leave shall be administered consistently. If the person applying for such leave shall have a period of disability, confirmed by a physician, sick leave may be used in addition to or in lieu of this non-paid leave.

C. Illness in the Immediate Family

In case of illness in the immediate family (those domiciled with the unit member or first degree of kinship or one who stands in loco parentis), leave may upon formal application, be granted for not less than one half (1/2) a school year nor for more than two (2) school years. These days are not cumulative.

D. Travel for Personal Improvement

Upon formal application, such leave is permitted for one half (1/2) a school year to one school year, once only in a five (5) year period, if recommended by the Superintendent.

E. Professional Study

Formal application is required for leave to study for a period of not less than one (1) school year nor more than two (2) school years. If leaves of absence for graduate study are granted to tenured unclassified unit members not otherwise eligible for sabbatical leave, they will be granted without forfeiture of tenure.

F. Military Service

The current law governs all grants for leave involving military service.

G. Health Insurance

Any unit member, while on approved leave of absence, may participate in the health insurance plan of the school district. Such participation shall be at the full expense of the employee. The employee will remit the full amount of the coverage desired on a mutually agreeable basis to the Board of Education.

H. Leaves of absence will not necessarily be limited to those above. Other leaves might be applied for which could include state or national officers of professional educational organizations.

I. Extended Leaves of Absence

Persons on an extended leave of absence shall give notice of returning to full-time employment at the expiration of said leave. This shall be done by March 1 or such failure to notify the Board of Education will constitute a resignation.

The Board of Education will remind individuals concerned by February 15 of their contractual commitments in this matter.

ARTICLE 19 SABBATICAL LEAVE

A sabbatical leave policy for the teaching staff has been adopted by the Board of Education, the details of which are as follows:

A. Policy:

Sabbatical leaves will be considered for teachers of the professional staff who meet the requirements set forth in this policy. Priority will be given to the applicant who seeks sabbatical leave for studies in the applicant's major field.

B. Purpose:

The objective of such leave is to increase each such teacher's value to the school system and thereby improve and enrich its program.

C. Eligibility

Certified members of the teaching staff who have completed at least six (6) consecutive years of service within the school system or who, if they previously have had a sabbatical leave, have completed at least six (6) consecutive years of service within the school system from the date of return from their last sabbatical leave, shall be eligible for a sabbatical leave. In computing consecutive years of service for the purpose of Section C, periods of sick leave with salary shall be included; periods of leaves of absence other than sick leave with salary, and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

D. Terms and Conditions:

Sabbatical leaves will be granted for periods of one (1) year at rates not to exceed one half salary, or for periods of one half (1/2) year at rates not to exceed full salary. Salary computations shall be made on the basis of that step on the salary schedule on which the teacher would be located if sabbatical leave were not granted. Applicants for any leave must remain in the service of the Board of Education for two years after the expiration of such leave or, in the case of resignation within two years, refund to the Board such portion of the salary paid during the leave of absence as the unexpired portion of the two years shall bear to said period.

E. Applications:

Applications for sabbatical leaves shall be by letter submitted to the Board of Education through the Superintendent as far in advance as possible of the requested effective date of the leave, but in no event later than February 1 preceding the academic year during which the leave is requested, unless such requirement is waived by the Superintendent. Each application shall include a statement outlining the program to be followed while on leave, stating that the applicant intends to continue as a member of the teaching staff for two years upon his return, and stating that upon his return, the applicant will submit to the Board of Education a report of his accomplishments while on sabbatical leave. All applications will be on a yearly basis, and renewal for consideration necessitates reapplication.

F. Approval:

Approval of sabbatical leave applications shall be made within one (1) month of the deadline for submission of applications (February 1). (See also Section I).

G. Selection:

No more than two (2) sabbatical leaves shall be granted each year. The following weighing systems shall be adhered to in the selection of teachers for sabbatical leave:

<u>Type of Sabbatical Required</u>	<u>Possible Points</u>	
<u>Academic Program</u> (12 credits per semester or the equivalent as defined by the college).		
1. Degree program	(0 - 10)	} either of these
2. Area of specialization pertinent to any field of education	(0 - 10)	
3. Benefit to individual and district	(0-3)	(Max: 13 points)
<u>Travel Program</u>		
1. Combined with any requirements for academic program	(0 - 10)	} either of these
2. Fully defined with areas to be visited, time allotments, and purposes stated	(0 - 10)	
3. Benefit to individual and school district	(0 - 3)	(Max: 13 points)
<u>Research and Writing</u>		
1. Plan defined carefully; time allotments stated	(0 - 5)	
2. Plan approved by (some authority)	(0 - 3)	
3. Benefit to individual and school district	(0 - 5)	(Max: 13 points)

One half (1/2) shall be granted for each year of experience in the system beyond the first seven (7), up to a maximum of thirteen (13) points.

The proposal itself may rate from zero to thirteen (0-13) points as outlined in each category.

An individual must receive at least thirteen (13) points to be granted a sabbatical.

H. Status

Members of the teaching staff receiving a sabbatical leave may return to the same subject area, course subject and/or grade level in the same building as when leave was granted insofar as possible. The year taken as a sabbatical leave shall be considered as a year of service in the system with subsequent advancement on the salary schedule. All salary-related benefits shall continue to accrue.

I. Variances

In the event that a sabbatical leave grantee resigns his approved sabbatical leave prior to June 1, the Board of Education shall reconsider applications on file for the current year and shall make a selection from among them.

J. Sabbatical leave will be finally granted when the further conditions of obtaining a substitute who satisfies the requirements of the Board of Education and of the department for the position is met.

**ARTICLE 20
TERMINAL LEAVE**

- A. 1. The District and the CUT agree that when a member of the professional staff is leaving the employ of the school district for other employment opportunities, notice will be given ninety (90) days prior to the effective date whenever possible, with his/her letter of resignation. Resignation and subsequent employment in another District is the prerogative of the employee. It is also expected that if a current employee accepts employment with another employer, the employee must submit his/her resignation within fifteen (15) days after appointment by School District action or June 30, whichever occurs first. In order to provide the District with an enhanced opportunity to recruit a replacement, the District will provide the employee with health insurance eligibility for the two (2) months of July and August of the school year in which the employee resigns. The District shall, during these two (2) months maintain their level of contribution in effect prior to July 1st.
2. As a general policy, the Board of Education would give notice of termination of employment of probationary teachers, and those whose positions have been abolished, on or before May 15.

**ARTICLE 21
RETIREMENT INCENTIVE**

- A. First year of eligibility for unreduced retirement benefit pursuant to the New York State Teacher Retirement System of Employee Retirement System.
1. Teachers will be eligible to receive a retirement incentive equivalent to 50% of their salary and 50% of their extra-curricular stipends if the teacher has performed such extra-curricular service for the last five (5) years. Should a teacher retire who has not provided a specific extra-curricular activity service for the last five (5) consecutive years the teacher will be eligible to receive 50% of the average stipends he or she earned over the last five (5) years. (Aggregate stipends earned when providing service during the last five (5) years divided by five (5)). If a stipend for the extra-curricular activity has not been offered for the last five (5) years, this stipend averaging does not apply.
2. Said retirement incentives (Teachers) shall be reduced 5% for each year of service less than fifteen (15) years of service in the Cortland City School District.

- B. Participation requires written notice of resignation for the purpose of retirement by March 1st with retirement effective at the end of the then current school year.
- C. Anyone who reaches unreduced retirement benefit eligibility after June 30 of the then current school year but before February 1st of the ensuing school year will have the option of participating in the retirement incentive if they so choose. It is understood and agreed that any individual so choosing this option will retire as of June 30th of the then current school year and will be treated as if they became eligible on June 30th. It is understood and agreed that an individual not choosing this option is eligible to retire the next school year and receive the retirement incentive in stipulation #1.
- D. **Teaching Assistant Retirement Incentive**
1. A teaching assistant qualifies when:
 - a) A teaching assistant is eligible to collect NYSTRS retirement benefits;
 - b) The teaching assistant retires by the end of the school year the teaching assistant is first eligible to receive unreduced pension benefits in accordance with NYSTRS;
 - c) Notification of intention to retire must be delivered to the district by March 1 of the year in which the teaching assistant intends to retire;
 - d) The teaching assistant must retire at the end of a school year.
 2. Teaching Assistants will be eligible to receive a retirement incentive equivalent to the greater of three thousand dollars (\$3,000) or the difference between the teaching assistants last year contract salary and the starting salary for a teaching assistant in the year the teaching assistant retires.
 3. Said retirement incentive shall be reduced by five (5) percent for each year of service less than fifteen (15) years of service in the Cortland City School District.
- E. **Registered Nurse Retirement Incentive**
1. A registered nurse qualifies when:
 - a) A registered nurse is eligible to collect NYSERS retirement benefits;
 - b) The registered nurse retires by the end of the school year the registered nurse is first eligible to receive unreduced pension benefits in accordance with NYSERS;
 - c) Notification of intention to retire must be delivered to the district by March 1 of the year in which the registered nurse intends to retire;
 - d) The registered nurse must retire at the end of a school year.
 - e) Registered Nurses will be eligible to receive a retirement incentive equivalent to the greater of three thousand dollars (\$3,000) or the difference between the registered nurse's last year contract salary and the starting salary for a registered nurse in the year the registered nurse retires.
 - f) Said retirement incentive shall be reduced by five (5) percent for each year of service less than fifteen (15) years of service in the Cortland City School District.
 - g) Registered Nurses are also eligible to exercise the provision of 41-j of the employee retirement system plan upon retirement.
- F. **NON-ELECTIVE EMPLOYER CONTRIBUTION**
1. The District agrees to make a non-elective employer contribution for the amount the employee is entitled to under the Retirement Incentive section pursuant the attached Memorandum of Agreement. The Association and the District mutually agree to remit the non-elective employer contribution to the 403(b) Plan. A 403 (b) plan selected by the member from the list of participating 403 (b) providers in a common remitter chosen by the district. The district reserves the right to change the common remitter provided the number of 403 (b) providers remains substantially the same or is greater than enjoyed prior to said change.

**ARTICLE 22
ACCUMULATED SICK LEAVE AWARD**

- A. Unit employees are eligible for \$75.25 for 2014-15, \$77.75 for 2015-16, \$80.25 for 2016-17 and \$82.75 for 2017-18 per day of accumulated sick leave at the time of retirement provided:
1. The applicant submits a letter of resignation for retirement purposes to the District prior to retirement; and
 2. The applicant is eligible to collect a benefit from the NYS Teachers Retirement System or New York State Employees Retirement System.
- B. These funds will be held by the District and used to pay retiree or surviving spouse share of the Health Insurance Premiums until exhausted if the retiring unit member is eligible to continue coverage in the District Health Insurance plan in accordance with Article 23, Section A(4) of this bargaining agreement and if the retiree elects to continue coverage in retirement. A unit member who is married to another unit member at retirement may combine accumulated sick leave days at retirement and use said days toward one retiree family health insurance plan. For retiring unit members who have not participated in the District Health Insurance plan for 10 years prior to retirement, and elect not to continue District Health Insurance Plan into retirement, despite their eligibility, may have the value of accumulated sick leave deposited into a 403 (b) plan.
- C. Should the retiree and/or surviving spouse not exhaust the credited fund amounts, the remainder of the funds will revert to the District.
- D. Unit members taking advantage of the Retirement Incentive are also eligible for the Accumulated Sick Leave Award.

**ARTICLE 23
INSURANCE PROTECTION**

- A. Health Insurance
1. By action of the Board of Education, the School District employees may join the District Health Insurance Plan. This is a shared cost policy in which the School District bears varying portions of the cost, depending on individual or family policies.
 2. The District reserves the right to change insurance carriers, if licensed to operate in the State of New York, and/or plans, provided the schedule of benefits remains substantially the same or better than enjoyed prior to said change(s). The District agrees to provide a domestic partner rider limited to same sex couples.
 3. Active Employees.
The employees' contribution to the District's individual health insurance premium for full time unit members will be 3.6%. The District's contribution to the dependent share of the family premium for full time unit members shall be seventy-five percent (75%). These premium sharing obligations shall apply to unit members who are married to other unit members or District employees and take family coverage under this collective bargaining agreement.

The co-pay under the prescription drug plan for a thirty (30) day supply of prescription drugs at retail pharmacies will be zero dollars (\$0) for Tier I drugs, fifteen dollars (\$15) for Tier II drugs, and thirty dollars (\$30) for Tier III drugs. The co-pay for a ninety (90) day supply of prescription drugs purchased through mail order will be zero dollars (\$0) for Tier I drugs, thirty dollars (\$30) for Tier II, and sixty dollars (\$60) for Tier III drugs.

4. Retired Employees.

The District shall contribute seventy five (75%) percent of the individual premium coverage and fifty (50%) percent of the family plan coverage for retired bargaining unit members if they have been either enrolled in the plan for five (5) years or been employed by the District for ten (10) years prior to their effective date of retirement. A retiree's surviving spouse may elect to continue coverage at prevailing group rate provided that the deceased and surviving spouse were enrolled at the time of death. The Board shall contribute fifty (50%) percent of the premium cost for a qualified surviving spouse.

The co-pay under the prescription drug plan will be one (\$1) dollar for generic, and effective July 1, 2001, ten (\$10) dollars for brand name prescription drugs and zero (\$0) dollars for mail order. The co-pays for prescription drug purchases under the prescription drug plan for unit members who retire on or after July 1, 2016 will be the same as the co-pays for active employees at the time of retirement.

B. Dental, Hearing or Vision Allowance

The District agrees to pay \$251.41 annually into a Health Reimbursement Account (HRA) for each bargaining unit member. Said HRA shall be used to reimburse bargaining unit members' uncovered dental, hearing or vision bills. Once articulated, the district contribution and the member reimbursement policy shall be distributed to each unit member. The annual payment to the HRA shall be discontinued effective June 30, 2016. Unit members will be able to access and use accrued funds for reimbursement purposes through June 30, 2017. Effective July 1, 2017, all remaining funds will be returned to the District.

C. Workers' Compensation

In case of accident occurring on school property, an employee is expected to report such accident to his/her principal and/or supervisor immediately, if employee is capable of reporting, or within one (1) day. Such accident also must be reported to the District office immediately, where an accident form will be filled out by a member and submitted to the school nurse for processing.

Unclassified unit members suffering compensable losses, as determined by the Workers' Compensation Board, shall be paid their current salaries while absent due to such injuries without loss of accumulated sick leave. Workers' Compensation benefits payable and received during such absence shall be reimbursed to the District. Any unclassified unit member so injured shall be entitled to receive his current salary only if Workers' Compensation benefits are payable to him.

Under this provision, payment of current salary shall terminate when Workers' Compensation ceases to be payable to the unclassified unit member. However, in no event will current salary in this provision be paid for more than fifty (50) school days. If the injuries sustained require absence beyond fifty (50) school days, the employee may elect to use his sick leave accumulation or accept the benefits under Workers' Compensation.

The award for a permanent partial or total disability is not transferable to the District.

D. For Registered Nurses suffering compensable losses as determined by the Workers' Compensation Board shall be paid at their current salaries while absent from duty due to such injuries, without loss of accumulated sick leave. Workers' Compensation benefits payable and received during such absence shall be reimbursed to the District. Any employee so injured shall be entitled to receive his current salary only if Workers' Compensation benefits are payable to him. Under this provision payment of current salary shall terminate when Workers' Compensation benefits cease to be payable to him. However, in no event will current salary in this provision be paid for more than fifty (50) workdays. If the injuries sustained require absence beyond fifty (50) workdays, the employee may elect to use his sick leave accumulation or accept the benefits under Workers' Compensation.

It is understood that the first seven (7) days' absence would be taken from the employee's accumulated sick time, and if the employee becomes eligible for Workers' Compensation, the first seven (7) days would still require the use of the employee's sick time.

E. **Non-insured Personal Damages**

The Board will provide a total of two thousand (\$2,000) dollars for payment of non-insured damages to personal property of unit members, occurring on school district property while they are acting in an official capacity. The Union will administer this program and submit to the Board prior to the conclusion of each school year, a documented voucher as to the type of damage, amount, and recommended compensation.

F. **Flexible Spending**

The District will maintain a flexible spending account to the extent permitted by law.

G. **The retirement plan in effect for this contract for Registered Nurses shall be known as 75(I). (Those employees in the District prior to July 1, 1976 shall be totally non-contributory; for those employed on or after July 1, 1976 it shall be contributory pursuant to the provisions of the Coordinated Escalator Retirement Plan CO-ESC).**

During the term of this Agreement, the District shall make available Section 41J of the New York State Employees Retirement System (Early Retirement).

H. **For any Registered Nurse hired after July 1, 1985, an employee working at least four (4) hours daily and less than six (6) hours would qualify for seventy five (75%) percent of the current employer contribution to the health insurance program. An employee working six (6) hours or more daily, qualifies for 100% of the current employee contribution; anyone working less than four (4) hours daily is not eligible to participate.**

**ARTICLE 24
EXTRA-CURRICULAR ACTIVITIES**

- A. **Before compensation for an extra-curricular activity is contemplated, a statement of purpose, proposals, objectives, and estimated time involved shall be submitted to the Superintendent of Schools. The Superintendent shall determine if the activity has sufficient educational value to the District to warrant any additional compensation.**
- B. **Once the activity has been approved for compensation by the Superintendent, the remuneration shall be a matter of negotiation between the Union and the Board of Education.**
- C. **A degree of latitude in interpreting standards should be accepted by all parties concerned. An attitude of mutual respect and integrity is essential to avoid the need for time-clock regularity. Standards should be flexible enough so that time alone will not be the determining factor.**
- D. **The remuneration schedule is listed separately in Appendix B and C.**
- E. **Personnel recognized by this Agreement will be given preference in employment for extra-curricular positions for which they are qualified.**

**ARTICLE 25
UNION-ADMINISTRATION
LIAISON COMMITTEE**

- A. **Right to continue the Advisory Council between the Superintendent and unit members to consider matters of general interest and welfare. Copies of the minutes of these meetings shall be distributed to all schools. Members of the Council shall be selected from each school.**

- B. Prior to each Board of Education meeting, a copy of the agenda shall be posted in each school office.
- C. It shall be the duty of the administration of each building to inform employees of matters of mutual interest and concern.
 - 1. The Union building representative shall meet with the building principal during the school year to review and discuss local problems and practices, when necessary.
 - 2. Each building representative shall have the right to schedule Union meetings before or after school if and so long as it does not interfere with the instructional program or supervisory responsibilities.
 - 3. The building representative shall be provided adequate time at faculty meetings to report on matters involving the Union.

**ARTICLE 26
DUES DEDUCTIONS**

- A. The Superintendent agrees to deduct from the salaries of unit members, dues for the Cortland United Teachers and the New York State United Teachers Association as said members individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such Union or Associations. Unit member authorizations will be in the form set forth below:

Name _____
Address _____

I hereby request and authorize the Cortland Enlarged City School Board to deduct from my earnings and transmit to the Union checked below, an amount sufficient to provide for regular payment of the membership dues as certified by such Union in equal payments every payday over the remainder of the school year and for succeeding school years. I understand that the Board will discontinue such deductions for any school year only if I notify the Board in writing to do so not later than September 15 of that school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the School Board and all of its officers from any liability therefore.

Teacher Organization(s) to:

Cortland United Teachers _____

New York State United Teachers' Association _____

Date: _____

Unit Member's Signature _____

- B. The Union will certify to the Board of Education in writing the current rate of membership dues of the Union named in Section A above. The Union will give the Board thirty (30) days written notice prior to the effective date of any change.
- C. The Union agrees to provide the Board of Education with the necessary authorization cards by October 1 of each year.
- D. The Superintendent agrees not to accord dues deduction or similar check-off rights to any other organization.
- E. The District will provide for a payroll deduction through the NYSUT Benefit Trust Program for any benefit offered by said trust except for any benefit which is offered by or through the School District.

**ARTICLE 27
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. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Union, the Board will notify the Union in writing that it is considering such a change. The Union will have the right to negotiate such items with the Board, provided that it files such request with the Board within five (5) days after receipt of said notice.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.
- C. Any individual arrangements, agreement or contract between the Board and an individual unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, will be controlling.
- D. If any provisions of this Agreement, or any application of the Agreement to any unit member or group of members, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. This agreement shall be placed on the district shared drive and a hard copy of said agreement shall be forwarded to each building representative, within one month after it is finalized.
- F. Taylor Law Revised: Agreement between public employers and employee organization.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 HAD GIVEN APPROVAL.

- G. Summer School
Personnel recognized by the Agreement will be given priority for employment in summer school positions for which they are certified.
- H. The Union will cooperate with the administrative staff to plan and initiate a program to train teacher aides, and the Union will provide members to participate in the training program. The administrative staff will discuss the utilization of aides with the staff within each building.
- I. A unit member who is designated to be "in charge" in the absence of the building administrator shall receive an annual stipend referenced in Appendix B-2. A reasonable effort will be made to provide substitute coverage for the "head teacher" class duties when the building administrator is absent for extended period of time.
- J. The District will reimburse the school therapist(s) annual fee required to maintain their certificates of clinical competence.
- K. Each School Psychologist shall be eligible for reimbursement of all annual fees required to maintain his/her licensure.

The District further agrees to reimburse unit members fees to maintain certificates or licensures beyond the minimal certificates and licensures necessary for employment. Said reimbursement shall occur when the District requests a unit member to use this extra certificate or licensure while providing a service to the District.

**ARTICLE 28
DURATION OF AGREEMENT**

This contract shall be effective July 1, 2014 and shall continue in effect through June 30, 2018 respectively.

FOR THE DISTRICT:

FOR THE CORTLAND UNITED TEACHERS:

Micheal J. Hoose, Superintendent of Schools

Eileen Fitzgerald-Spiehs, President

Date: _____

Date: _____

Pending

**APPENDIX A-1
CORTLAND CITY SCHOOL DISTRICT**

TEACHER SALARY SCHEDULES

STEP		2014-2015 School Year					
A-1	39,064	M-1	48,677	Y-1	60,654	KK-1	75,578
A-2	39,245	M-2	48,902	Y-2	60,935	KK-2	75,928
A-3	39,427	M-3	49,128	Y-3	61,217	KK-3	76,279
A-4	39,609	M-4	49,355	Y-4	61,500	KK-4	76,632
B-1	39,787	N-1	49,578	Z-1	61,776	LL-1	76,976
B-2	39,971	N-2	49,807	Z-2	62,062	LL-2	77,332
B-3	40,156	N-3	50,037	Z-3	62,349	LL-3	77,690
B-4	40,342	N-4	50,268	Z-4	62,637	LL-4	78,049
C-1	40,523	O-1	50,495	AA-1	62,919	MM-1	78,400
C-2	40,710	O-2	50,729	AA-2	63,210	MM-2	78,763
C-3	40,898	O-3	50,964	AA-3	63,502	MM-3	79,127
C-4	41,087	O-4	51,200	AA-4	63,796	MM-4	79,493
D-1	41,273	P-1	51,429	BB-1	64,083	NN-1	79,850
D-2	41,464	P-2	51,667	BB-2	64,379	NN-2	80,219
D-3	41,656	P-3	51,906	BB-3	64,677	NN-3	80,590
D-4	41,849	P-4	52,146	BB-4	64,976	NN-4	80,963
E-1	42,037	Q-1	52,380	CC-1	65,269	OO-1	81,327
E-2	42,231	Q-2	52,622	CC-2	65,571	OO-2	81,703
E-3	42,426	Q-3	52,865	CC-3	65,874	OO-3	82,081
E-4	42,622	Q-4	53,110	CC-4	66,179	OO-4	82,461
F-1	42,815	R-1	53,349	DD-1	66,476	PP-1	82,832
F-2	43,013	R-2	53,596	DD-2	66,783	PP-2	83,215
F-3	43,212	R-3	53,844	DD-3	67,092	PP-3	83,600
F-4	43,412	R-4	54,093	DD-4	67,402	PP-4	83,987
G-1	43,607	S-1	54,336	EE-1	67,706	QQ-1	84,364
G-2	43,809	S-2	54,587	EE-2	68,019	QQ-2	84,754
G-3	44,012	S-3	54,839	EE-3	68,334	QQ-3	85,146
G-4	44,216	S-4	55,093	EE-4	68,650	QQ-4	85,540
H-1	44,414	T-1	55,341	FF-1	68,959	RR-1	85,925
H-2	44,619	T-2	55,597	FF-2	69,278	RR-2	86,322
H-3	44,825	T-3	55,854	FF-3	69,598	RR-3	86,721
H-4	45,032	T-4	56,112	FF-4	69,920	RR-4	87,122
I-1	45,236	U-1	56,365	GG-1	70,235	SS-1	87,515
I-2	45,445	U-2	56,626	GG-2	70,560		
I-3	45,655	U-3	56,888	GG-3	70,886		
I-4	45,866	U-4	57,151	GG-4	71,214		
J-1	46,073	V-1	57,408	HH-1	71,534		
J-2	46,286	V-2	57,674	HH-2	71,865		
J-3	46,500	V-3	57,941	HH-3	72,197		
J-4	46,715	V-4	58,209	HH-4	72,531		
K-1	46,925	W-1	58,470	II-1	72,857		
K-2	47,142	W-2	58,740	II-2	73,194		
K-3	47,360	W-3	59,012	II-3	73,533		
K-4	47,579	W-4	59,285	II-4	73,873		
L-1	47,793	X-1	59,552	JJ-1	74,205		
L-2	48,014	X-2	59,827	JJ-2	74,548		
L-3	48,236	X-3	60,104	JJ-3	74,893		
L-4	48,459	X-4	60,382	JJ-4	75,239		

2015-2016 School Year							
A-1	39,599	M-1	49,343	Y-1	61,483	KK-1	76,610
A-2	39,782	M-2	49,571	Y-2	61,767	KK-2	76,964
A-3	39,966	M-3	49,800	Y-3	62,053	KK-3	77,320
A-4	40,151	M-4	50,030	Y-4	62,340	KK-4	77,678
B-1	40,332	N-1	50,256	Z-1	62,620	LL-1	78,027
B-2	40,519	N-2	50,488	Z-2	62,910	LL-2	78,388
B-3	40,706	N-3	50,722	Z-3	63,201	LL-3	78,751
B-4	40,894	N-4	50,957	Z-4	63,493	LL-4	79,115
C-1	41,078	O-1	51,186	AA-1	63,778	MM-1	79,470
C-2	41,268	O-2	51,423	AA-2	64,073	MM-2	79,838
C-3	41,459	O-3	51,661	AA-3	64,369	MM-3	80,207
C-4	41,651	O-4	51,900	AA-4	64,667	MM-4	80,578
D-1	41,838	P-1	52,133	BB-1	64,958	NN-1	80,940
D-2	42,032	P-2	52,374	BB-2	65,258	NN-2	81,314
D-3	42,226	P-3	52,616	BB-3	65,560	NN-3	81,690
D-4	42,421	P-4	52,859	BB-4	65,863	NN-4	82,068
E-1	42,612	Q-1	53,097	CC-1	66,160	OO-1	82,437
E-2	42,809	Q-2	53,343	CC-2	66,466	OO-2	82,818
E-3	43,007	Q-3	53,590	CC-3	66,773	OO-3	83,201
E-4	43,206	Q-4	53,838	CC-4	67,082	OO-4	83,586
F-1	43,401	R-1	54,079	DD-1	67,384	PP-1	83,962
F-2	43,602	R-2	54,329	DD-2	67,696	PP-2	84,350
F-3	43,804	R-3	54,580	DD-3	68,009	PP-3	84,740
F-4	44,007	R-4	54,832	DD-4	68,324	PP-4	85,132
G-1	44,204	S-1	55,079	EE-1	68,631	QQ-1	85,515
G-2	44,408	S-2	55,334	EE-2	68,948	QQ-2	85,911
G-3	44,613	S-3	55,590	EE-3	69,267	QQ-3	86,308
G-4	44,819	S-4	55,847	EE-4	69,587	QQ-4	86,707
H-1	45,022	T-1	56,098	FF-1	69,901	RR-1	87,097
H-2	45,230	T-2	56,357	FF-2	70,224	RR-2	87,500
H-3	45,439	T-3	56,618	FF-3	70,549	RR-3	87,905
H-4	45,649	T-4	56,880	FF-4	70,875	RR-4	88,312
I-1	45,855	U-1	57,136	GG-1	71,194	SS-1	88,708
I-2	46,067	U-2	57,400	GG-2	71,523		
I-3	46,280	U-3	57,665	GG-3	71,854		
I-4	46,494	U-4	57,932	GG-4	72,186		
J-1	46,703	V-1	58,193	HH-1	72,511		
J-2	46,919	V-2	58,462	HH-2	72,846		
J-3	47,136	V-3	58,732	HH-3	73,183		
J-4	47,354	V-4	59,004	HH-4	73,521		
K-1	47,567	W-1	59,270	II-1	73,852		
K-2	47,787	W-2	59,544	II-2	74,194		
K-3	48,008	W-3	59,819	II-3	74,537		
K-4	48,230	W-4	60,096	II-4	74,882		
L-1	48,447	X-1	60,366	JJ-1	75,218		
L-2	48,671	X-2	60,645	JJ-2	75,566		
L-3	48,896	X-3	60,925	JJ-3	75,915		
L-4	49,122	X-4	61,207	JJ-4	76,266		

STEP		2016-2017 School Year					
A-1	40,142	M-1	50,019	Y-1	62,326	KK-1	77,661
A-2	40,328	M-2	50,250	Y-2	62,614	KK-2	78,020
A-3	40,515	M-3	50,482	Y-3	62,904	KK-3	78,381
A-4	40,702	M-4	50,715	Y-4	63,195	KK-4	78,744
B-1	40,885	N-1	50,944	Z-1	63,479	LL-1	79,098
B-2	41,074	N-2	51,180	Z-2	63,773	LL-2	79,464
B-3	41,264	N-3	51,417	Z-3	64,068	LL-3	79,832
B-4	41,455	N-4	51,655	Z-4	64,364	LL-4	80,201
C-1	41,641	O-1	51,886	AA-1	64,653	MM-1	80,561
C-2	41,834	O-2	52,126	AA-2	64,952	MM-2	80,934
C-3	42,027	O-3	52,367	AA-3	65,252	MM-3	81,308
C-4	42,221	O-4	52,609	AA-4	65,554	MM-4	81,684
D-1	42,411	P-1	52,846	BB-1	65,849	NN-1	82,051
D-2	42,607	P-2	53,090	BB-2	66,154	NN-2	82,430
D-3	42,804	P-3	53,336	BB-3	66,460	NN-3	82,811
D-4	43,002	P-4	53,583	BB-4	66,767	NN-4	83,194
E-1	43,196	Q-1	53,824	CC-1	67,067	OO-1	83,569
E-2	43,396	Q-2	54,073	CC-2	67,377	OO-2	83,956
E-3	43,597	Q-3	54,323	CC-3	67,689	OO-3	84,344
E-4	43,799	Q-4	54,574	CC-4	68,002	OO-4	84,734
F-1	43,995	R-1	54,820	DD-1	68,308	PP-1	85,115
F-2	44,198	R-2	55,074	DD-2	68,624	PP-2	85,509
F-3	44,402	R-3	55,329	DD-3	68,941	PP-3	85,904
F-4	44,607	R-4	55,585	DD-4	69,260	PP-4	86,301
G-1	44,809	S-1	55,834	EE-1	69,572	QQ-1	86,690
G-2	45,016	S-2	56,092	EE-2	69,894	QQ-2	87,091
G-3	45,224	S-3	56,351	EE-3	70,217	QQ-3	87,494
G-4	45,433	S-4	56,612	EE-4	70,542	QQ-4	87,899
H-1	45,638	T-1	56,867	FF-1	70,859	RR-1	88,294
H-2	45,849	T-2	57,130	FF-2	71,187	RR-2	88,702
H-3	46,061	T-3	57,394	FF-3	71,516	RR-3	89,112
H-4	46,274	T-4	57,659	FF-4	71,847	RR-4	89,524
I-1	46,482	U-1	57,919	GG-1	72,170	SS-1	89,927
I-2	46,697	U-2	58,187	GG-2	72,504		
I-3	46,913	U-3	58,456	GG-3	72,839		
I-4	47,130	U-4	58,726	GG-4	73,176		
J-1	47,342	V-1	58,991	HH-1	73,505		
J-2	47,561	V-2	59,264	HH-2	73,845		
J-3	47,781	V-3	59,538	HH-3	74,187		
J-4	48,002	V-4	59,813	HH-4	74,530		
K-1	48,218	W-1	60,082	II-1	74,865		
K-2	48,441	W-2	60,360	II-2	75,211		
K-3	48,665	W-3	60,639	II-3	75,559		
K-4	48,890	W-4	60,919	II-4	75,908		
L-1	49,110	X-1	61,194	JJ-1	76,250		
L-2	49,337	X-2	61,477	JJ-2	76,603		
L-3	49,565	X-3	61,761	JJ-3	76,957		
L-4	49,794	X-4	62,047	JJ-4	77,313		

2017-2018 School Year							
A-1	40,694	M-1	50,706	Y-1	63,180	KK-1	78,724
A-2	40,882	M-2	50,941	Y-2	63,472	KK-2	79,088
A-3	41,071	M-3	51,177	Y-3	63,766	KK-3	79,454
A-4	41,261	M-4	51,414	Y-4	64,061	KK-4	79,821
B-1	41,447	N-1	51,644	Z-1	64,349	LL-1	80,180
B-2	41,639	N-2	51,883	Z-2	64,647	LL-2	80,551
B-3	41,832	N-3	52,123	Z-3	64,946	LL-3	80,924
B-4	42,025	N-4	52,364	Z-4	65,246	LL-4	81,298
C-1	42,214	O-1	52,599	AA-1	65,539	MM-1	81,663
C-2	42,409	O-2	52,842	AA-2	65,842	MM-2	82,041
C-3	42,605	O-3	53,086	AA-3	66,147	MM-3	82,420
C-4	42,802	O-4	53,332	AA-4	66,453	MM-4	82,801
D-1	42,995	P-1	53,572	BB-1	66,751	NN-1	83,174
D-2	43,194	P-2	53,820	BB-2	67,060	NN-2	83,559
D-3	43,394	P-3	54,069	BB-3	67,370	NN-3	83,945
D-4	43,595	P-4	54,319	BB-4	67,682	NN-4	84,333
E-1	43,790	Q-1	54,563	CC-1	67,986	OO-1	84,713
E-2	43,993	Q-2	54,815	CC-2	68,300	OO-2	85,105
E-3	44,196	Q-3	55,069	CC-3	68,616	OO-3	85,499
E-4	44,400	Q-4	55,324	CC-4	68,933	OO-4	85,894
F-1	44,600	R-1	55,572	DD-1	69,244	PP-1	86,280
F-2	44,806	R-2	55,829	DD-2	69,564	PP-2	86,679
F-3	45,013	R-3	56,087	DD-3	69,886	PP-3	87,080
F-4	45,221	R-4	56,346	DD-4	70,209	PP-4	87,483
G-1	45,425	S-1	56,600	EE-1	70,525	QQ-1	87,876
G-2	45,635	S-2	56,862	EE-2	70,851	QQ-2	88,282
G-3	45,846	S-3	57,125	EE-3	71,179	QQ-3	88,690
G-4	46,058	S-4	57,389	EE-4	71,508	QQ-4	89,100
H-1	46,265	T-1	57,647	FF-1	71,830	RR-1	89,502
H-2	46,479	T-2	57,914	FF-2	72,162	RR-2	89,916
H-3	46,694	T-3	58,182	FF-3	72,496	RR-3	90,332
H-4	46,910	T-4	58,451	FF-4	72,831	RR-4	90,750
I-1	47,121	U-1	58,713	GG-1	73,159	SS-1	91,158
I-2	47,339	U-2	58,985	GG-2	73,497		
I-3	47,558	U-3	59,258	GG-3	73,837		
I-4	47,778	U-4	59,532	GG-4	74,178		
J-1	47,993	V-1	59,799	HH-1	74,512		
J-2	48,215	V-2	60,076	HH-2	74,857		
J-3	48,438	V-3	60,354	HH-3	75,203		
J-4	48,662	V-4	60,633	HH-4	75,551		
K-1	48,881	W-1	60,905	II-1	75,890		
K-2	49,107	W-2	61,187	II-2	76,241		
K-3	49,334	W-3	61,470	II-3	76,594		
K-4	49,562	W-4	61,754	II-4	76,948		
L-1	49,785	X-1	62,032	JJ-1	77,294		
L-2	50,015	X-2	62,319	JJ-2	77,651		
L-3	50,246	X-3	62,607	JJ-3	78,010		
L-4	50,478	X-4	62,897	JJ-4	78,371		

2. Extra Service

- a) Up to four (4) years military service may be granted; up to two (2) years Peace Corps service may be granted.
- b) Up to one half (1/2) of longevity increments for credited service upon employment may be granted, with balance due on completion of any other criteria at those longevity steps.
- c) School Psychologist shall be granted one (1) additional step on the Salary Schedule upon hire for a full year paid internship.

3. Degrees and Hours

- a) Masters Degree from a recognized institution of higher learning will be worth four hundred (\$400) dollars. Effective for degrees acquired after July 1, 2007 additional Master's Degree and CAS from a recognized institution of higher learning will be worth \$500 and PhD and EdD shall be worth \$1,000.
- b) Effective July 1, 1991 all approved graduate hours will be worth forty (\$40) dollars each.
- c) The Chief School Officer or his/her designee must approve the credit hours to be taken for compensation. These must be graduate hours which are taken in graduate courses, or no credit will be given.
- d) Each teacher who receives National Board Certification shall receive a \$1,000 stipend for each year the certificate is valid. For unit members hired before July 1, 2010, this stipend shall be retroactive to the first school year the member first received National Board Certification, beginning July 1, 2010. Unit members hired on or after July 1, 2010, shall receive a \$1000 stipend for each year the certificate is valid prospectively from the date of hire.

4. Tenure

Effective July 1, 2007 and thereafter teachers granted tenure will receive seven hundred and fifty dollars (\$750).

5. Longevity

- a) One thousand (\$1000) dollars for any teacher beyond nine (9) years of credited service who has taught in the School District for at least five (5) years .
- b) One thousand (\$1000) dollars for any teacher beyond fifteen (15) years of credited service, having taught in the Cortland City School District for at least five (5) years .
- c) One thousand (\$1,000) dollars for any teacher beyond nineteen (19) years of credited service who has been on tenure in the School District for at least five (5) years .
- d) One thousand five hundred dollars (\$1,500) for any teacher beyond twenty four (24) years of credited service who has been on tenure in the School District for at least five (5) years .
- e) One thousand five hundred dollars (\$1,500) for any teacher beyond twenty nine(29) years of credited service who has been on tenure in the School District for at least five (5) years .
- f) Upon initial employment, the District may grant up to one half (1/2) the credited service applicable longevity. The remainder would become due as the unit member reached the "residency requirements contained in A) through E) above."

6. Curriculum Development

Teachers shall be compensated at the rate of:

Twenty-two dollars and forty-one cents (\$22.41) per hour for 2014-15, 2015-16

Beginning 2016-17: Twenty-five dollars (\$25.00) per hour

Teacher Assistants shall be compensated at the rate of:

Sixteen dollars and ninety cents (\$16.90) per hour for 2014-15, 2015-16

Beginning 2016-17: Seventeen dollars and eighty cents (\$17.80) per hour

for all authorized Curriculum Development projects in which they participate.

7. School Psychologist

Each School Psychologist shall receive two thousand five hundred dollars (\$2,500) above his/her step on the Teachers' Salary Schedule for meetings, events and responsibilities which may extend their workday beyond that expected of teachers.

8. Other

- a) This is the base salary for ten (10) months. Any teacher requested to serve beyond ten (10) months in any fiscal year will receive remuneration on a pro rata basis.
- b) Adjustments in salary will be done twice a year, in September and February.

APPENDIX A-2
CORTLAND ENLARGED CITY SCHOOL DISTRICT
REGISTERED NURSES

1. Compensation/Step Schedule –The salary schedule for RN’s will be 65% of the teacher salary schedule.
2. Longevity:
 - 2.1 The following schedule will apply for all full-time nurses who work seven and/or seven and one half hours daily.
 - Add \$250 for any registered nurse starting their 10th year of District service
 - Add \$250 for any registered nurse starting their 15th year of District service
 - Add \$250 for any registered nurse starting their 20th year of District service
 - Add \$375 for any registered nurse starting their 25th year of District service
 - Add \$375 for any registered nurse starting their 30th year of District service

The payment of earned longevity increments will commence immediately following the anniversary date of employment of the employee. The employee will receive a copy of the salary adjustment notice one (1) week prior to his/her anniversary date. The method of payment is at the option of the employee:

Option 1: To receive the earned longevity increment annually in a lump sum, one time, payment.

Option 2: To receive the earned longevity increment prorated over the remaining number of pay periods in the current school year (current practice).

The employee must notify the Business Office of the option desired at the time the annual salary notice is returned; Option 2 will automatically be implemented if the employee fails to advise the Business Office.

Any new longevity monies earned after June 30, 2012 will be paid as an annual stipend and will not be added to base salary.

3. Nurse Practitioner Stipend

A registered nurse obtaining their nurse practitioner license shall receive a \$500 stipend.

APPENDIX A-3
CORTLAND ENLARGED CITY SCHOOL DISTRICT
TEACHING ASSISTANTS

1. Compensation/Step Schedule –The salary schedule for teaching assistants will be 50% of the teacher salary schedule.
 - a) Teaching Assistants are not eligible for Appendix A-1 (3) Degrees and Hours monies. Teaching assistants are eligible for a tenure stipend at \$200.

2. Longevity:

Longevity monies will be added to the teaching assistant's base salary only at the following benchmark years of District service.

- Add \$250 for any teaching assistant starting their 10th year of District service
- Add \$250 for any teaching assistant starting their 15th year of District service
- Add \$250 for any teaching assistant starting their 20th year of District service
- Add \$375 for any teaching assistant starting their 25th year of District service
- Add \$375 for any teaching assistant starting their 30th year of District service

Any new longevity monies earned after June 30, 2012 will be paid as an annual stipend and will not be added to base salary.

**APPENDIX B-1
CURRICULUM LEADERS**

**Appendix B-1
CURRICULUM LEADERS**

	2014-15 2%	2015-16 3.25%	2016-17 3.25%	2017-18 3.25%
Art (K-12)	\$2,411	\$2,489	\$2,570	\$2,654
Business (7-12)	\$2,411	\$2,489	\$2,570	\$2,654
English Core (7-12)	\$4,463	\$4,608	\$4,758	\$4,913
Foreign Language Core (7-12)	\$2,411	\$2,489	\$2,570	\$2,654
Guidance (7-12)	\$2,411	\$2,489	\$2,570	\$2,654
Health (K-12)	\$2,411	\$2,489	\$2,570	\$2,654
Library Media (K-12)	\$2,411	\$2,489	\$2,570	\$2,654
Music (K-12)	\$2,411	\$2,489	\$2,570	\$2,654
Social Studies Core (7-12)	\$4,463	\$4,608	\$4,758	\$4,913
Technology (7-12)	\$2,411	\$2,489	\$2,570	\$2,654
Science Core (7-12)	\$4,463	\$4,608	\$4,758	\$4,913
Math Core (7-12)	\$4,463	\$4,608	\$4,758	\$4,913
Grade Level Chairs (K-6)	\$3,618	\$3,736	\$3,857	\$3,982

**APPENDIX B-2
DISTRICT LIASON POSITIONS**

	2014-15	2015-16	2016-17	2017-18
Head Teacher	\$1,100	\$1,136	\$1,173	\$1,211
Head Nurse	\$1,538	\$1,588	\$1,640	\$1,693
Speech	\$1,640	\$1,693	\$1,748	\$1,805
Psychology Liaison	\$1,640	\$1,693	\$1,748	\$1,805
Social Worker Liaison	\$1,640	\$1,693	\$1,748	\$1,805
K-6 Special Education Liaison	\$1,640	\$1,693	\$1,748	\$1,805
7-12 Special Education Liaison	\$1,640	\$1,693	\$1,748	\$1,805
Reading Dept. Liaison	\$1,640	\$1,693	\$1,748	\$1,805
Wellness Coordinator	\$4,458	\$4,603	\$4,753	\$4,907

APPENDIX B-3

	2014-15	2015-16	2016-17	2017-18
Auditorium/LGI Coordinator*	\$1,099	\$1,135	\$1,172	\$1,210
Elementary/School Quiz Team	\$602	\$622	\$642	\$663
Elementary School Safety Patrol	\$701	\$724	\$748	\$772
Elem. School Student Council	\$279	\$288	\$297	\$307
Senior Class Advisor	\$2,198	\$2,269	\$2,343	\$2,419
Junior Class Advisor	\$1,695	\$1,750	\$1,807	\$1,865
Sophomore Class Advisor	\$1,197	\$1,236	\$1,277	\$1,318
Freshman Class Advisor	\$1,000	\$1,033	\$1,066	\$1,101
GO Bookkeeper	\$2,600	\$2,685	\$2,772	\$2,862
Student Council (Senior High)	\$4,597	\$4,746	\$4,901	\$5,060
Student Council (Junior High)	\$1,294	\$1,337	\$1,380	\$1,425
Muse-ings	\$1,600	\$1,652	\$1,706	\$1,761
Yearbook Advisor	\$4,597	\$4,746	\$4,901	\$5,060
National Honor Society	\$1,694	\$1,749	\$1,806	\$1,865
Photography Club	\$700	\$723	\$746	\$771
Junior Statesmen of America	\$1,618	\$1,670	\$1,725	\$1,781
Science Olympiad	\$1,294	\$1,337	\$1,380	\$1,425
Mock Trial	\$1,294	\$1,337	\$1,380	\$1,425
Radio Guild	\$1,900	\$1,962	\$2,025	\$2,091
SADD	\$1,000	\$1,033	\$1,066	\$1,101
Stage Craft	\$2,198	\$2,269	\$2,343	\$2,419
Quiz Team (Senior High)	\$1,197	\$1,236	\$1,277	\$1,318
Senior High Newspaper (7 max)/ \$ per issue	\$300	\$310	\$320	\$330
Junior High Newspaper (7 max)/ \$ per issue	\$250	\$258	\$266	\$275
Language Clubs (3 max)	\$349	\$360	\$372	\$384
Senior Ski Club	\$1,000	\$1,033	\$1,066	\$1,101
Junior Ski Club	\$499	\$516	\$532	\$550
Elementary Art \$/school	\$120	\$124	\$128	\$133
Pay It Forward	\$603	\$623	\$643	\$664
Zonta	\$603	\$623	\$643	\$664
Drug Abatement	\$603	\$623	\$643	\$664
Rotary Club Interact	\$603	\$623	\$643	\$664
Link Crew	\$4,507	\$4,653	\$4,805	\$4,961
Girls of the Run Coordinator	\$500	\$516	\$533	\$550
Girls on the Run per Coach (maximum of six coaches)	\$330	\$337	\$350	\$361
Video Club Advisor	\$6,000	\$6,195	\$6,396	\$6,604
Technology Club	\$1,000	\$1,530	\$1,580	\$1,631
Relay for Life	\$1,000	\$1,530	\$1,580	\$1,631

* +Twenty-five dollars (\$25) for every two (2) consecutive years of service in the same co-curricular position or band position. (Note: This applies to both Co-Curriculum B-3 and B-4)

* (\$25/hour for service provided for non-school agencies)

Ten dollars (\$10.00) an hour for chaperones of dances. The number and their hours to be determined by the building principal.

Forty dollars (\$40) a day on the day of competition for NYSSMA solo competition and NYSSMA area All-State competition. The number of supervisors and their hours to be determined by the building principal. The number of days will not exceed thirty (30) in one (1) school year.

APPENDIX B-4

	Points	2014-15	2015-16	2016-17	2017-18
Senior High Musical Director (1 show)	19	3,002	3,097	3,192	3,287
Senior High Drama Director (1 show)	15	2,370	2,445	2,520	2,595
Winter Color Guard Head Instructor	15	2,370	2,445	2,520	2,595
Jazz Band	12	1,896	1,956	2,016	2,076
Junior High Drama Director (1 show)	10	1,580	1,630	1,680	1,730
Musical/Instrumental	10	1,580	1,630	1,680	1,730
Musical/Vocal	10	1,580	1,630	1,680	1,730
Winter Color Guard Drill Instruction	10	1,580	1,630	1,680	1,730
Music Ensemble Sr.	8	1,264	1,304	1,344	1,384
Swing Choir	8	1,264	1,304	1,344	1,384
Pep Band Director	7	1,106	1,141	1,176	1,211
Elementary Select Band	6	948	978	1,008	1,038
Elementary Select Orchestra	6	948	978	1,008	1,038
Elementary Select Chorus Director	6	948	978	1,008	1,038
Music Ensemble Jr.	6	948	978	1,008	1,038
Winter Color Guard Assistant	6	948	978	1,008	1,038
Parade Band Director	5	790	815	840	865
Winter Color Guard Drill Design	5	790	815	840	865
Asst. Pep Band Director	4	632	652	672	692
Elementary Select Band Asst	4	632	652	672	692
Marching Instructor Parade Band	4	632	652	672	692
Elementary Select Chorus Assistant Director	4	632	652	672	692
Asst. Director Parade Band	3	474	489	504	519
Parade Band Colorguard Instructor	3	474	489	504	519
Tri-M Advisor	3	474	489	504	519
		2.0%	3.3%	3.3%	3.3%
Point Value		\$158	\$163	\$168	\$173

APPENDIX B-5

	2014-15	2015-16	2016-17	2017-18
Summer School Teachers	2480	2480	2697	2785
Teacher Assistants	1007	1007	1074	1109
Driver Education	6265	6265	6812	7033

**APPENDIX C-1
INTERSCHOLASTIC COMPENSATION 2014-18**

	<u>SPORT</u>	<u>LEVEL</u>	<u>POINT VALUE</u>
A.	Football	Varsity Head	40
	Basketball	Varsity Assistant	26
	Wrestling	JV Head	26
	Volleyball	JV Assistant	20
	Ice Hockey	Jr. High Head - Football	20
		Jr. High Assistant	14
		Jr. High Head – Other	16
		Freshman	20
B.	Field Hockey	Varsity Head	32
	Soccer	Varsity Assistant	18
	Cross Country	JV Head	18
	Swimming	JV Assistant	16
	Gymnastics	Jr. High Head	16
	Lacrosse	Jr. High Assistant	14
	Baseball		
	Softball		
Track			
C.	Tennis	Varsity Head	25
	Golf		
D.	Bowling	Varsity Head	15
E.	Fall Cheerleading		14
	Winter Cheerleading		16
F.	2014-15	\$158	
	2015-16	\$163	
	2016-17	\$168	
	2017-18	\$173	
G.	Bus Chaperones: Ten dollars (\$10) an hour for Interscholastic Away Basketball and Football Games.		
H.	If a vacancy exists in any of the positions listed in Appendix C, and should a member of the staff not apply for the position, the Superintendent of Schools or his designee shall have the right to appoint any qualified physical education teacher appointed after July 1, 1987, to that position up to a period of five (5) years. This will be explained to each individual physical education employee as a term and condition of his/her employment.		
I.	To advance from one level to another requires the recommendation of the Director of Athletics and the approval of the Superintendent of Schools.		

**APPENDIX D
GRIEVANCE FORM**

Stage 1B: Director, Supervisor or Principal

AGGRIEVED PARTY: _____ POSITION: _____

IDENTITY OF THE PROVISION (S) OF THE AGREEMENT: _____

TIME AND PLACE OF EVENT OR CONDITION: _____

IDENTITY OF THE PARTY RESPONSIBLE: _____

NATURE OF GRIEVANCE:

REDRESS SOUGHT:

Signed: _____
(Unit Member)

Date

Date: _____
(Filed)

ADMINISTRATIVE REPLY:

(If more space is needed, please use the reverse side.)

Signed: _____

Date: _____

(Appropriate Administrator)

Copies to: Director, Supervisor or Principal, whichever is appropriate.
Aggrieved Party
Chairperson of Grievance Committee

GRIEVANCE FORM

Stage 2: Chief School Officer

AGGRIEVED PARTY: _____ POSITION: _____

IDENTITY OF THE PROVISION(S) OF THE AGREEMENT INVOLVED: _____

TIME AND PLACE OF EVENT OR CONDITION: _____

IDENTITY OF THE PARTY RESPONSIBLE: _____

NATURE OF GRIEVANCE: _____

REDRESS SOUGHT: _____

Signed: _____ *and/or signed:* _____
Unit Member For the Union

Date: _____ Date: _____
(Filed) (Filed)

CHIEF SCHOOL OFFICER'S REPLY:

(If more space is needed, please use the reverse side.)

Signed: _____ Date: _____
(Chief School Officer or Designee)

Copies to: Chief School Officer
Aggrieved Party
Chairperson of Grievance Committee

GRIEVANCE FORM

Stage 3: Board of Education

AGGRIEVED PARTY: _____ POSITION: _____

IDENTITY OF THE PROVISION (S) OF THE AGREEMENT INVOLVED: _____

TIME AND PLACE OF EVENT OR CONDITION: _____

IDENTITY OF THE PARTY RESPONSIBLE: _____

NATURE OF GRIEVANCE: _____

REDRESS SOUGHT: _____

Signed: _____ and/or signed: _____
(Unit Member) (For the Union)

Date: _____ Date: _____
(Filed) (Filed)

CHIEF SCHOOL OFFICER'S REPLY: _____

(If more space is needed, please use the reverse side.)

Signed: _____ Date: _____
(Chief School Officer or Designee)

Copies to: Board of Education
Chief School Officer
Aggrieved Party
Chairperson of Grievance Committee

The following are sidebar agreements:

1. A joint committee shall meet and agree upon the development of a points matrix and distribution of monies for Appendix B-3.

FOR THE DISTRICT:

FOR THE CORTLAND UNITED TEACHERS:

Micheal J. Hoose, Superintendent of Schools

Eileen Fitzgerald-Spiehs, President

Date: _____

Date: _____

Pending

62

**Reconstruction to Cortland Junior Senior High School
Cortland Enlarged City School District
Cortland, New York, Cortland County**

Whereas: The Board of Education of the Cortland Enlarged School District is considering proposed renovations to the Cortland Junior Senior High School, to include: (project scope) see attached.

Whereas: the Board has received and reviewed the proposed scope of the Project and has determined that it complies with one or more of the following criteria for a Type II action set forth in 6 NYCRR Part 617.5 - State Environmental Quality Review (SEQRA):

1. maintenance or repairs involving no substantial changes to an existing structure or facility, or
2. replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading a building to meet building or fire codes, or
3. expansion of an existing school facility by less than 10,000 square feet.

Now Therefore Be It Resolved: the Board hereby determines in accordance with 6 NYCRR Part 617.5 that the Project is a Type II action for the purpose of SEQRA review, which will not have a significant impact on the environment and hence is not subject to review under 6 NYCRR Part 617.5.



TETRA TECH
ARCHITECTS & ENGINEERS

April 18, 2016

Mr. Michael J. Hoose
Superintendent of Schools
Cortland Enlarged City School District
1 Valley View Drive
Cortland, New York 13045

Re: Capital Outlay Exception (" \$100,000") Project
Professional Architectural and Engineering Consulting Services

Dear Mr. Hoose:

We are pleased to provide this proposal to the Cortland Enlarged City School District ("District") for architectural and engineering services to assist with this year's Capital Outlay project ("Project"). The following identifies our mutual understanding of the scope of services we will be providing for work at the Junior/Senior High School as well as the fees associated for the Capital Outlay Exception Project ("Project").

Scope of Our Services:

Provide professional architectural and engineering consulting services including Building Permit application to SED for a single prime general trade's project consisting of the specific scope items (reference numbers from the 2015 Facility Evaluation) listed below at the Junior/Senior High School building:

1. 385. In room 92A, Remove and replace portion of existing floor slab. Opinion of Construction Cost: \$52,000.
2. 208. Replace heaving concrete flooring in walk-in freezer. Opinion of Construction Cost: \$10,500.
3. 207. Replacement of terrazzo base at commons area and gym area at areas of damage. Opinion of Construction Cost: \$21,000. Work will include a given quantity as part of the base scope and then have a unit price for additional work depending on the amount of construction costs needed for the previous two scope items above or below estimated cost based on found conditions.
4. 174. Replacement of damaged stair nosing in Stair 8. Opinion of Construction Cost: \$2,000. Work will be identified as alternate to allow for adequate budget protection.

Total estimated construction cost is \$75,000 (does not include total scope of item 3 above).

In order to maximize the amount of work you can do within the \$100,000 project cost limit, we have worked to minimize our fees. We will work with your staff to support them so they can manage some of the on-site tasks during the bid and construction phases. During those phases,

Tetra Tech Architects & Engineers

Cornell Business & Technology Park
10 Brown Road, Ithaca, New York 14850

Tel 607.277.7100 Fax 607.277.1410 www.tetrattechae.com

we will perform the "in office" tasks we typically perform, such as responding to bidders' questions, reviewing submittals, etc. Our fee includes four trips to the District during the bid and construction phases. One of those trips is at our cost in acknowledgement of our long standing professional relationship with the Cortland Enlarged City School District. Typical on site activities are listed below, along with notes indicating which activities Tetra Tech would attend and which would be solely attended by the District. We are flexible as to which activities we attend.

- Pre-Bid Conference: District, we will furnish you with an agenda and guidance
- Bid Opening: District, we will prepare bid award recommendation letter
- Construction Kickoff Meeting: Tetra Tech
- Construction Progress Meetings: Tetra Tech will attend two progress meetings, others would be handled by the District
- Substantial Completion Inspection: Tetra Tech will perform one inspection and issue one punch list
- Final Inspection: District will check to ensure punch list items have been completed.

We are assuming there is no environmental/abatement design required other than that identified for flooring removal at room 92A for the Project. It is assumed that the District will provide any necessary environmental and geotechnical testing information if required for submission to SED. Project Schedule:

In our recent meeting, we discussed that in order to be able to begin work this summer, we'd need to submit the project to SED for a Level 1 review as soon as the public has approved your budget. Upon acceptance of this proposal, we will proceed with performing fieldwork and design of the contract documents. The proposed expedited project schedule is below:

- Acceptance of Proposal.....April 19, 2016
- Completion of Construction Documents May 6, 2016
- Quality Assurance Review and SED forms Complete..... May 13, 2016
- Budget Vote May 17, 2016
- Submission to SED (Level 1 review) May 18, 2016
- Anticipated SED Review & Approval¹ Mid-June 2016
- Proposed Bid Date¹ Mid-July 2016
- Award of Contracts¹ Mid-July 2016
- Substantial Completion¹ October, 2016
- Project Close-Out¹ November, 2016

¹ SED Approval timeframes are estimates based on conversations with the Office of Facilities Planning, and are solely dependent upon SED's workload at time of project submission. Accordingly, the dates given are our reasonable estimate and may change due to actual conditions which could result in an

extension of the Project's end date. Anticipates an expedited Level 1 review based on email correspondence with SED Project Manager.

Compensation:

Services will be rendered and invoiced based on a Fixed Fee of Thirteen Thousand Dollars (\$13,000), plus reimbursable expenses.) Should Tetra Tech's assistance be needed with other parts of the process, we propose to perform those services on an hourly time and materials basis. The term of this Agreement shall be for a period of fourteen (14) months/years beginning as of April 2016.

Reimbursable Expenses:

Reimbursable Expenses include any associated printing, mailing, handling, and travel, with the exception of to/from District, to be invoiced at a rate of 1.25 times the actual cost. Tetra Tech Architects & Engineers reimbursable expenses are as referenced in the attached *Terms and Conditions*.

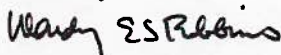
Terms and Conditions:

This proposal will constitute a Letter of Agreement with Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers for the basic services as described above when review, approval and acceptance is indicated by an authorized signatory for Cortland Enlarged City School District in the space provided after the Terms and Conditions section attached hereto and incorporated herein.

Further, the return of two (2) fully executed copies will authorize Tetra Tech Architects & Engineers to proceed with the scope of services herein described. This proposal together with the Terms and Conditions section will constitute the entire Letter of Agreement and will supersede any other agreements or understanding.

We greatly appreciate this opportunity to provide professional design services to the Cortland Enlarged City School District in your ongoing effort improve the quality of your schools. Should you have any questions regarding this Letter of Agreement, please feel free to contact me.

Sincerely,



Wendy ES Robbins
Director
Wendy.Robbins@tetrattech.com

SJM:nlw

cc: K. Vile – CECS
B. Martin – CECS
K. Gallup - Tt
Project 08252-16001, File 46a

TERMS AND CONDITIONS

1. **Relationship of the Parties:** Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers shall act as an independent third party and shall have no legal relationship whatsoever to Cortland Enlarged City School District, also known as Cortland Enlarged City School District/Owner for which Tetra Tech A&E is providing services or contractors on the Project. Nothing herein shall be construed to create a joint relationship or partnership between the parties to authorize either party to act as a general agent or undertake contracts for the other party.
2. **Subcontracts:** Tetra Tech A&E shall have the right to subcontract any portion of the work or to use such other consultants as it may deem necessary provided that the utilization of such subcontractors or consultants shall not relieve the obligations of Tetra Tech A&E under this Agreement.
3. **Billing & Payments:** Cortland Enlarged City School District will pay Tetra Tech A&E for Services performed in accordance with the rates and payment terms set forth in the Proposal. Invoices for Tetra Tech A&E Services will be submitted on a two- to four-week basis, or upon completion of Services, as Tetra Tech A&E shall elect. All invoices will be paid by Cortland Enlarged City School District within thirty (30) days after invoice date. If payment relates to the transmittal of a report, it shall be due upon transmittal of that report or within ten days of the report's completion. Invoice balances remaining unpaid for thirty (30) days after invoice date will bear interest from invoice date at 1.5 percent per month. If Cortland Enlarged City School District fails to pay any invoice in full within thirty (30) days after invoice date, Tetra Tech A&E may, at any time, and without waiving any other rights or claims against Cortland Enlarged City School District and without thereby incurring any liability to Cortland Enlarged City School District, elect to terminate performance of Services upon ten (10) days prior written notice from Tetra Tech A&E to Cortland Enlarged City School District. Notwithstanding any termination of Services by Tetra Tech A&E for non-payment of invoices, Cortland Enlarged City School District shall pay Tetra Tech A&E in full for all Services rendered by Tetra Tech A&E to the date of termination of Services plus all interest. Cortland Enlarged City School District shall reimburse Tetra Tech A&E for all costs and expenses of collection, including reasonable attorneys' fees. Tetra Tech A&E's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any such rights or remedies, nor preclude Tetra Tech A&E from the exercise of such rights or other rights and remedies under this instrument, or at law.
4. **Term:** This Agreement will be for a period of 14 months beginning as of April, 2016 and may be terminated by either party giving thirty (30) days written notice to the other party at the addresses stated above or at any address chosen subsequent to the execution of this Agreement and duly communicated to the party giving notice or immediately upon the material breach of this Agreement.
5. **Copyrights:** Cortland Enlarged City School District acknowledges that the reports, specifications, data and any other information that Tetra Tech A&E shall supply may only be reproduced in direct relation to the project it was prepared for and may not be disseminated or used by others. Any other use of the documents shall constitute a violation of copyright on said documents and shall entitle Tetra Tech A&E to immediate injunctive relief.

6. **Standard of Care:** Tetra Tech A&E agrees that it will endeavor to perform the Services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing such services within the same limits prescribed by the Cortland Enlarged City School District at the same time performed by Tetra Tech A&E in the same locality as the Site and under similar circumstances and conditions faced by Tetra Tech A&E (the "Required Standard of Care").
7. **Control of Site:** Cortland Enlarged City School District acknowledges that it is now and shall remain in control of the Site at all times. Tetra Tech A&E shall have no responsibility or liability for any aspect or condition of the Site, now existing or hereafter arising or discovered. Tetra Tech A&E does not, by its entry into an agreement with Cortland Enlarged City School District, or its performance of Services under any such agreements as set forth in the Proposal, assume any responsibilities or liability with respect to the Site; nor shall any liability or responsibilities be implied or inferred by reason of Tetra Tech A&E's performance of any work under the Proposal.
8. **Indemnification:** With respect to Professional Liability Insurance, the Cortland Enlarged City School District/Owner, their respective officers, employees and agents are held harmless and indemnified for liability assumed by Tetra Tech A&E under contract, but only to the extent that such liability is the result of a negligent act, negligent error or negligent omission of Tetra Tech A&E arising out of professional services, and only to the amount of total compensation received by Tetra Tech A&E under this Agreement, or the total amount of \$50,000, whichever is greater.. With respect to General Liability Insurance, Tetra Tech A&E shall indemnify and hold the Cortland Enlarged City School District, the engineer and its consultants, and their respective officers, employees and agents, and all owners of property on which work is being performed hereunder pursuant to easement or right of way agreements, harmless from and against damage, liability, loss or cost of claim to the extent that such liability is a result of an act of Tetra Tech A&E arising out of contractual services and only to the amount of total compensation received by Tetra Tech A&E under this Agreement, or the total amount of \$50,000, whichever is greater. Cortland Enlarged City School District hereby agrees to indemnify and hold harmless Tetra Tech A&E and its respective officers, employees, and agents from and against all legal fees, claims, judgments, and costs arising from acts, errors, inability to perform or omissions on the part of Cortland Enlarged City School District in the performance of professional and contractual services under this Agreement.
9. **Choice of Law:** Provisions of this Agreement shall be construed in accordance with the laws of the State New York and shall inure to the benefit of the respective parties, their heirs, personal representatives and assigns. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.
10. **Acceptance of Proposal:** Upon acceptance of the Proposal to which these Terms and Conditions are appended, the Proposal and these Conditions shall represent the entire and integrated agreement between the parties and supersedes all prior agreements, understandings and negotiations between the parties whether oral or written. This Agreement shall not be amended or modified except by a written agreement executed by the parties hereto.

11. **Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered by registered mail, postage prepaid, return receipt requested, and sent to Tetra Tech Architects & Engineers, Cornell Business & Technology Park, 10 Brown Road, Ithaca, New York 14850 and Tetra Tech A&E shall send all such notices to the name and address to which the Proposal is originally sent.

**ACCEPTED BY AND AGREED TO
ON BEHALF OF CORTLAND ENLARGED CITY SCHOOL DISTRICT:**

By: _____
An Authorized Signatory

Title: _____

Date: _____

7.a

SCHEDULE OF RESIGNATIONS AND LEAVES
ADMINISTRATORS, INSTRUCTIONAL AND NON-INSTRUCTIONAL STAFF
 School Year 2015-16

Schedule Number: 11.72
 Board Meeting Date: May 10, 2016
 Color: White

A. Approval of Personnel Resignations and Leaves

ADMINISTRATORS/INSTRUCTIONAL PERSONNEL:

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	RESIGNATION DATE	REASON
Bliss, Kristie	Director of Curriculum and Instruction	09/01/1987	06/30/2016	Retirement.
Diorio, Theodore	Mathematics	09/01/2015	08/31/2016	Resignation.

NON-INSTRUCTIONAL PERSONNEL:

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	EFFECTIVE DATE	REASON
Morris, Michael	Automotive Mechanic	06/19/1985	07/29/2016	Retirement.

INSTRUCTIONAL/NON-INSTRUCTIONAL PERSONNEL

LEAVE OF ABSENCE	POSITION	ORIGINAL APPOINTMENT	LEAVE DATES	REASON
Geiss, Maria	Elementary	09/01/2012	08/31/2016 – 04/09/2017 (Anticipated)	Parental Leave – If part of this leave is to be paid, the period of disability, confirmed by a physician, will be defined in the doctor's note.

7.a



CORTLAND ENLARGED CITY SCHOOL DISTRICT
1 Valley View Drive
Cortland, New York 13045

Kimberly Vile
Director of Business Services
kvile@cortlandschools.org

Business Office
(607) 758-4100
Fax: (607) 758-4109

To: Michael Hoose, Superintendent of Schools
From: Kimberly Vile, Director of Business Services *KAV*
Date: May 4, 2016
Re: Civil Service Title Alignment

The business office is requesting the following civil service title and rate adjustments in order to be in compliance with the agreed upon Memo of Agreements between the District and CSEA.

1. The Bus Aide title is the appropriate civil service title for those listed on the attached schedule, however, the previous title of Bus Monitor is being changed to Bus Aide to align with their job duties. There is no change in hours or hourly rate. All employees have been informed and agree with this change.
2. To ensure compliance with civil service job duties, the district eliminated the title of Watchperson when the position was vacated, as the duties are to be conducted in the evening. With the appropriate alignment of the bus aides, the district can now utilize the title of monitor for the individuals completing the same or similar duties at the same pay rate as the Watchperson previously completed.

Thank you for your support and please let me know if I can assist with further clarification.

cc: BOE
Sandra Swierczek, Personnel

4b

7.6

SCHEDULE OF APPOINTMENTS

**Non-Instructional Personnel
To Fix Salaries and Schedule Conditions for the School Year 2015-16**

Schedule Number: **1173**
 Board Meeting Date: **May 10, 2016**
 Color: **White**

NAME	JOB TITLE	SERVICE AREA	EFFECTIVE DATE	APPOINTMENT TYPE	REMARKS	SALARY/ HOURLY RATE
Mack, Daniel	School Monitor	JSHS	03/01/2016	Probationary	Updated contract information retroactive to 03/01/2016.	\$10.63
Gesin, Jonathan	School Monitor	JSHS	04/19/2016	Probationary	Updated contract information retroactive to 04/19/2016.	\$10.63
Luisa, Slack	Bus Aide	Transportation	05/11/2016	Permanent	Title reclassification from School Monitor.	\$12.18
Avery, Heidi	Bus Aide	Transportation	05/11/2016	Permanent	Title reclassification from School Monitor.	\$10.86
Hill, Loretta	Bus Aide	Transportation	05/11/2016	Permanent	Title reclassification from School Monitor.	\$10.09
Tinker, Jonathan	Bus Aide	Transportation	05/11/2016	Permanent	Title reclassification from School Monitor.	\$9.96
Ruquet, Lisa	Bus Aide	Transportation	05/11/2016	Probationary	Lisa will fill the Bus Aide vacancy due to resignation.	\$9.84
Whitney, Mary	Cleaner	Smith	05/11/2016	Probationary	Mary will fill the Cleaner vacancy.	\$10.25

SCHEDULE OF APPOINTMENTS

Non-Instructional Substitute Personnel

To Fix Salaries and Schedule Conditions for the School Year 2015-16

Schedule Number: 1174
Board Meeting Date: May 10, 2016
Color: White

The following individuals are appointed conditionally (pending fingerprint clearance) to the substitute list for non-instructional personnel. The Superintendent is authorized to make assignments from the list.

Last Name	First Name	Title	Rate	Remarks
Stevenson	Earl	Clerical	\$10.35	Retroactive to 05/02/2016.
Kostiv	Mikhail	Bus Driver	\$13.95	Retroactive to 05/05/2016.
Wood	Michael	Cleaner	\$9.00	Retroactive to 05/06/2016.
Maltese	Lauren	AV Support Specialist	\$13.67	Pending fingerprint clearance.

7.2

7.2

SCHEDULE OF APPOINTMENTS

ADMINISTRATORS AND INSTRUCTIONAL STAFF

To Fix Salaries and Schedule Conditions for the School Year 2015-16

Schedule Number: 2399
Board Meeting Date: May 10, 2016
Color: White

NAME	POSITION/ LOCATION	TYPE OF APPT	DATE EFFECTIVE	PROB ENDS*	TENURE AREA	CERT/ DEGREE	REMARKS	SALARY**
Charles, Catalina	Library/Randall	Probationary	09/01/2016	08/31/2020	School Media Specialist (library)	Library Media Specialist/ Professional	Catalina transfers to Randall to fill the 1.0 FTE Library vacancy due to retirement.	Step J3 \$47,781 Grad 12 480 Hrs Master's
TOTAL								\$48,261.00

*Unless extended in accordance with Education Law
**revision in italics

7.C

SCHEDULE OF APPOINTMENTS

ELEMENTARY & SECONDARY SUBSTITUTE TEACHERS/TUTORS 2015-16

Schedule Number: 2400

Board Meeting Date: May 10, 2016

Color: Yellow

The following individuals are emergency conditional appointments to the substitute teacher list. The Superintendent is authorized to make assignments from the list.

Name	Title	List	Daily Rate	Remarks
Ciotoli, Leah	Substitute Teacher	A	\$99.00	Retroactive to 05/10/2016

*** Substitutes appointed above are automatically eligible to substitute as Teaching Assistants.**

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