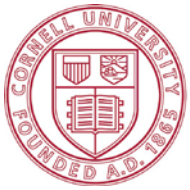

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Title: **Syracuse City School District and Syracuse Teachers Association, Inc., New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2002)**

K#: **830770**

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K830770

Effective
7/1/02
to
6/30/06

ARTICLE I

DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings set forth below.

A. "District" means the Syracuse City School District.

B. "Board of Education" or "Board" means the elected Board of Education of the Syracuse City School District

C. "Superintendent" means the Superintendent of Schools of the Syracuse City School District.

D. "Association" means the Syracuse Teachers Association, Incorporated.

E. Unless the context suggests or implies otherwise, the term "Teacher" as used in this Agreement shall mean an employee in the negotiating unit, as defined in Article II (Recognition.)

F. "School year" means the period beginning on the 1st day of July in each year and ending the following 30th day of June.

G. "Budget year" means July 1 through June 30 of each year.

H. "Preparation period" means an assigned period for planning and preparation of materials related to the area of instruction and other professional purposes. Other professional purposes shall not be interpreted as meaning scheduling of other activities on a prolonged or regular basis.

The District agrees to continue the existing practice regarding utilization of time for class planning and follow-up by elementary school teachers during those periods when their students are being instructed by music, art, or physical education teachers. When an elementary class is scheduled for direct instruction from a library media specialist, with no other classes or groups of students present at the same time, the classroom teacher may use such time for preparation as described above.

I. “Association Building Committee” means a committee of not more than three association members in each school selected in a manner to be determined by the Association to represent the Association in that school.

J. "School week" means Monday through Friday including evening activities and events except as otherwise excluded by this Agreement.

K. School Calendar - The District and Association will jointly develop yearly school calendars which will conform to the current number of student and staff days. Staff days shall be at least, but no more than, one hundred eighty-four (184) days. Such calendar(s) will follow the established procedures for Board and Association approval.

L. "Summer School Calendar" means a school calendar covering the period of the summer session.

M. "Representative Assembly" means the meeting of the elected representatives of the Syracuse Teachers Association, Inc., normally held the second Wednesday of each school month.

N. "Unit" means the negotiating unit, as defined in Article II (Recognition).

O. "Regular Substitute" means a teacher who is employed for assignment to a regular teaching position in place of a regular teacher who is away from his/her position on a leave of absence, and specifically named as such by resolution of the Board. Provisions of this Agreement applicable to regular substitutes are defined in Article VIII.D.

P. "Holiday" means a day specifically identified in the official school calendar on which schools are closed and staff members are not required to be present for duty, but for which they receive a normal and full day's pay.

Q. "In-service training" means a planned program of training which may include, but is not necessarily limited to, training in teaching skills and techniques, curriculum orientation, human relations, etc., conducted by personnel of the District or its consultants, for which no academic credit is awarded by a college or other institution of higher learning.

R. "Teachers' School Day" means:

1. "Elementary School" shall mean Grades K-6. "Secondary School" shall mean Grades 7-12, including those schools operating as middle schools.

2. The normal work day for elementary schools shall not exceed six (6) hours, and the normal work day for secondary schools shall not exceed six (6) hours and twenty-five (25) minutes. The normal work day for adult programs (Vocational Instructors, Counselors, Job Developers, Remedial Instructors, Case Managers, Nurse Assistant Instructors and Adult Education Teachers) shall not exceed 7 hours. Each normal school day, however, shall be exclusive of a thirty (30) minute duty free lunch period.

3. The beginning of the normal work day may vary from school to school depending upon transportation requirements such as bus schedules and/or other factors. Should unusual circumstances require a major deviation from the normal schedule, the parties will reduce their understanding to writing by means of a Letter of Understanding to be executed by both parties.

4. The schedule may also be varied by an individual school teaching staff in joint agreement with the principal and with the approval of the Superintendent. When a significant change in schedule is so adopted in any building, the principal shall promptly notify the Association.

5. The parties mutually agree that teachers' professional duties and responsibilities extend beyond any specific school day. In specifying the normal work day, it is not intended to diminish the nature or extent of such professional responsibilities including, but not limited to, curriculum development, attendance at faculty meetings, lesson planning, and assisting pupils in need of help.

6. A teacher shall not be required to attend a school function if such attendance would be in violation of the teacher's religious beliefs and convictions. Teachers shall not be required to attend functions on non-school calendar days as defined in subsection K hereof, except for obligations arising out of responsibilities for which extra pay is authorized.

S. "Part-Time Teacher" means a teacher who is assigned and paid for a teaching load which constitutes less than the normal teaching duty equivalent(s).

Teaching Duty Equivalent for purposes of prorating salary shall be defined as follows:

1.0 = 5 teaching periods or 2.5 blocks average* per day, homeroom and duty assignment

0.9 = 4 teaching periods or 2 blocks average per day, homeroom and duty assignment

0.8 = 4 teaching periods or 2 blocks average per day

0.7 = 3 teaching periods or 1.5 blocks average per day, duty assignment

0.6 = 3 teaching periods or 1.5 blocks average per day, homeroom

0.5 = 3 teaching periods or 1.5 blocks average per day

0.4 = 2 teaching periods or 1 block average per day, homeroom or duty assignment

0.3 = 2 teaching periods or 1 block average per day

T. Part-time Vocational Instructors, Counselors, Job Developers, Remedial Instructors, Case Managers, Nurse Assistant Instructors and Adult Education Teachers Employee" mean employese who works less than thirty-five (35) hours. Salary will be prorated by dividing number of hours worked by thirty-five (35) hours.

NOTES:

1. *Average means for a full-time teacher any combination that equals 2.5 average blocks. Examples: 3 blocks per day first semester and 2 blocks per day second semester; 2 blocks Day 1 and 3 blocks Day 2. Part-time averages will be prorated respectively.

2. Duty Assignment = 1 full period

3. Homeroom = as determined by school

ARTICLE II

RECOGNITION

A. Nature and Terms

1. The Board of Education of the Syracuse City School District, having determined the Association is supported by a majority of employees in Unit No. 1 (Teachers and Ancillary Services) and was certified as said employees' negotiating agent on June 15, 1970, and having determined that the majority of former Unit 4 employees (Adult Vocational Programs Association) also desire the continued representation of the Association, and that further the Association having requested the combination of such units, hereby merges Unit 1 and Unit 4 and recognizes the Association as the exclusive representative of all employees in the Unit, and extends to the Association the following rights:

a. to exclusively represent the teachers in the Unit in negotiations regarding wages, hours, and terms and conditions of employment;

b. to represent teachers in the settlement of grievances;

c. to membership dues deduction;

d. to unchallenged representation status for the duration of this Agreement with the exception that the statutory period of challenge shall be observed.

2. During the period of recognition hereunder, the Board agrees not to negotiate in any way with any other organization representing or attempting or seeking to represent, or claiming to represent, employees in the negotiating Unit represented by the Association.

3. In the event that any competing employee organization claims the right to represent the employees in said Unit, the selection of employee representative shall be determined in accordance with the New York State Public Employees' Fair Employment Act ("Taylor Law").

B.
No Strike Clause

The Association agrees and affirms that it does not have, and will not assert, the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE III

TEACHER SALARY SCHEDULES

A. With the adoption of Appendix A, all previous teachers' schedules are hereby rescinded and replaced by the provisions of Appendix A.

B. The salaries of all teachers shall be determined in accordance with Appendix A, as approved by the Board. There shall be no restriction on salary increases granted to teachers as they may qualify pursuant to Appendix A.

C. The effective date of any and all salaries and/or increases appended to this Agreement shall be as stated thereon.

D. All newly employed or re-employed teachers shall be granted proper salary credit according to their experience and education. Equivalent full-time credit, up to the maximum provided, will be given for prior teaching experience provided, however, that any teacher who has a break in continuous teaching service in excess of five (5) years shall be subject to having that service reviewed by the Director of Personnel. In the event full transfer credit is not awarded at the time of employment or reemployment, it shall subsequently be granted if and when tenure is achieved. In such cases, full transfer credit shall commence at the time tenure is awarded, and shall not be retroactive. Experience is interpreted to mean actual teaching and/or related experience. The Director of Personnel is authorized to grant experience credit for work experience other than teaching which, in his/her judgment, may be applied for salary purposes. Upon initial employment, a teacher shall be given salary credit(s) as deemed appropriate by the Director of Personnel,

one (1) experience credit unit for each year of credited service. The salary of the teacher shall be set at the highest level for which the teacher is qualified.

E. Each year the District shall provide each Unit member with an employee data profile two weeks prior to the November s deadline for salary adjustment.

F. Salary credit shall be awarded in accordance with present recruiting policy for related service. In the case of vocational and technical teachers, credit shall be given for work experience acquired prior to initial employment in the District. Maximum credit for previous United States military service shall be four (4) calendar years, and not to exceed two (2) calendar years for Peace Corps, V.I.S.T.A., and National Teacher Corps.

G. Teachers who are on an unpaid leave of absence in excess of sixty (60) working days, but less than ninety (90) working days, during any school year shall be credited with seventy-five percent (75%) of the amount of the general salary increase for the next succeeding school year. Teachers who are on an unpaid leave of absence for ninety (90) working days or more during any school year shall be credited with fifty percent (50%) of the amount of the general salary increase for the next succeeding school year.

H. Annual terms of service of certificated employees in the Unit are organized on a ten (10) month basis. Any teacher appointed on a regular ten (10) month basis, whose service is extended by the Board to include service during the summer months or other summer part-time daily service, shall receive a prorated portion of the ten (10) month salary for the additional period of service.

I. A deduction of 1/200 of the annual salary will be made for each duty day a teacher is absent which is not covered by any leave or other excused absence, or otherwise covered by the terms of this Agreement.

J. Regular substitute teachers will be paid at the same rate and on the same basis for education and/or training, and for teaching and/or related work experience, as regularly appointed teachers. Such pay shall commence following fifteen (15) days of consecutive service in the same position and be retroactive to the first day of assignment. Appointment of regular substitute teachers shall be in accordance with the New York State Education Law.

K. Part-time teachers shall receive prorated salary increases on the basis of the accumulation of a full ten (10) months of service.

L. With the exceptions noted in Article IV (Salary Administration) teachers' salaries shall be increased effective at the beginning of the payroll period next following submission and approval of evidence of approved additional education. Salary increases shall be only as provided in Appendix A hereinafter contained.

M. Technical, vocational and occupational education teachers shall be placed on salary as follows:
1. Technical, vocational and occupational provisional certificate: Base Salary.

2. Technical, vocational and occupational permanent certificate: Base Salary plus salary credit equivalent to thirty (30) hours.

3. Technical, vocational and/or occupational education teachers who have attained the technical, vocational and occupational permanent certificate shall be entitled to salary credit for undergraduate or graduate level course work, provided that:

a.Such work is required in attaining a degree; or

b. Is directly connected with the specific assignment.

4. Technical, vocational and occupational education teachers who do not hold a degree shall be appointed at the base salary and shall not be granted credit for course work until the provisional certificate is issued and a degree obtained. All work taken beyond the provisional certificate requirements shall be credited in six (6) hour blocks as provided in Appendix A.

N. All full-time School Counselors, Special Education Liaisons and School Psychologists will be employed on a ten (10) month basis with an additional extension of twenty (20) days to be worked beyond the negotiated Unit 1 calendar. Part-time psychologists, at the request of the District, may work the additional extension of twenty (20) days. The twenty (20) day extension is to be used for professional activities in order to provide continuity of such service to pupils. It is further understood that duties which by their nature must take place beyond the normal work day, but are part of the normal duties of School Counselors or School Psychologists, will not warrant compensatory time. All School Counselors, Special Education Liaisons and School Psychologists working ten (10) months, plus a twenty (20) day extension, will be entitled to the following:

1. Salary credit for graduate hours earned, as set forth in Article IV.B, prior to July 1st of any school year shall be applied as of that date.

2. Four (4) additional sick days.

3. The right to use any accumulated paid leaves during the eleventh (11th) month of service.

At the request of the District, Vocational Instructors, Counselors, Job Developers, Remedial Instructors, Case Managers, Nurse Assistant Instructors, and Adult Education Teachers may be required to work a twenty (20) day or thirty (30) day extension depending on the program requirements. If the District requires them to work for an extension, they will also be compensated by prorated salary and entitled to the above with the exception of Salary Credit Adjustment and the additional sick days.

O. 1. All teachers shall have the option of being paid on one of the schedules listed below:

Ten (10) Month Employees:

Schedule A: Annual salary distributed over ten (10) month period, payable in twenty-one (21) biweekly paychecks.

Schedule B: Twenty-five (25) equal paychecks paid biweekly with the 21st through the 25th paychecks to be paid on the last work day of June.

2. A teacher who is currently employed by the District must advise the District in writing on or before July 1 of the school year regarding the Schedule desired. Such Schedule shall continue from year to year until such time as the teacher notifies the District in writing of the wish to terminate. After such request, termination shall be effective only after the end of the school year in which notice is given.

3. A teacher employed any time subsequent to July 1 of the school year must make a choice of pay schedules prior to commencing work.

4. In accordance with the provisions of Section 3015 of the Education Law, nothing contained in this section shall be construed to authorize payment in advance of rendering service to the District.

ARTICLE IV

SALARY ADMINISTRATION

A. Credit for Experience and Preparation

All training for salary credit purposes shall be supported by official transcripts from accredited colleges and universities. With the exception noted in subsection A.1 below, graduate hours subsequent to the bachelor's degree shall be required for salary purposes. Graduate credits and stipends for advanced degrees must have a reasonable relationship to the teacher's responsibilities in the District, or to potential responsibilities and positions in education. In evaluating such applications, the following rules shall apply: such credits or stipends shall be reviewed by the Director of Personnel or his/her designee, and in instances when the application is denied, the teacher shall have the right to appeal to a salary review committee consisting of four members, two of which are appointed by the Superintendent and two by the Association. The decision shall be by majority vote and shall be binding on all parties. A grievance with respect to the denial of an application for salary credit shall be initiated at Stage 2 of the grievance procedure but limited to whether or not the decision to deny (or, as the case may be, the inability to approve because of a tie vote) was arbitrary and capricious and without evidentiary support.

1. The Director of Personnel is given discretionary authority to recommend salary credit for certain undergraduate work which, in his/her judgment, is necessary for improved competence on the job. Teachers who have a bachelor's degree are not usually given salary credit for undergraduate work. However, requests for salary credit for undergraduate work or in-service work may be approved if the courses are part of a systematic program toward an objective which is in the best interests of the District.

2. In the case of a teacher who does not hold a bachelor's degree, it is necessary for the teacher to file an official copy of the degree or certification program and any amendments thereto, to make certain that salary adjustments granted for undergraduate work are approved only for work leading to the degree or to certification.

3. Teachers must secure approval in advance when they plan to take undergraduate work for salary credit, and also for courses where there is doubt about the relevancy of the course to the job that the teacher is doing. Any exemption to such advance approval must be for reasons which are acceptable to the Director of Personnel, or his/her designee.

4. Any work beyond the bachelor's degree plus thirty (30) hours must be graduate level work taken for credit and so certified by an accredited institution. This will allow credit for upper division undergraduate courses which may be taken for graduate credit in the awarding institution.

5. Teachers without a bachelor's degree may take undergraduate work for salary credit.

6. Members of the Unit shall maintain a satisfactory record and proper certification, in accordance with the Education Laws of the State of New York and the Regulations of the Commissioner of Education.

7. In evaluating salary credit applications for correspondence courses the following rules shall apply:

a. The Director of Personnel shall review all applications and approve those from accredited institutions of learning.

b. Accredited institutions of learning shall mean those institutions which promulgate appropriate course work for teachers and are recognized colleges and universities.

c. Teachers taking "correspondence courses" from an institution must have prior permission from the Director of Personnel before credit will be granted for such courses. Correspondence courses are interpreted to mean those in which the participant does not have an on-campus involvement.

d. Teachers must secure such prior approval fifteen (15) school days in advance of taking any correspondence courses so that there is no doubt as to the relevancy of the course to the job that the teacher is doing.

B. Application for Salary Adjustment

In all salary adjustments, the primary responsibility for making the written request, and obtaining substantiating proof, rests with the individual making the request. In applying for a salary adjustment, the teacher shall:

1. Obtain from his/her principal the form entitled Request For Salary Adjustment.

2. Obtain from the college or university substantiating proof supporting the request (i.e., transcript and/or other appropriate documents).

NOTE: In order to be OFFICIAL, any item submitted to substantiate the request must bear the signature of the authorized representative and seal of the issuing institution.

3. The Request For Salary Adjustment form should be properly completed. When the transcript, and/or other substantiating proof supporting the request has been received by the teacher it should be sent, together with the completed Request For Salary Adjustment form, to the Personnel Division, ATTENTION SALARY ADJUSTMENTS, at the Central Offices of the District. In the event such substantiating proof and/or transcript has not been received by the teacher it shall be the responsibility of the teacher to see it is

provided to the District in a timely fashion. Request for salary adjustment, and substantiating proof including a transcript if required, must be received by the Personnel Division on or before November 15th in order to entitle the teacher to receive retroactive payment to September 1st of that school year for work completed during the prior summer semester. Similar documentation must be received on or before September 1st in order for the teacher to receive payment by September 1st for work completed during the prior spring semester. Similar documentation must be received on or before June 15th in order for the teacher to receive retroactive payment to February 1st of that school year for work completed during the prior fall semester.

4. The Personnel Division shall acknowledge receipt of the Request For Salary Adjustment within fifteen (15) business days by returning to the teacher the lower portion of the adjustment request form. If such acknowledgment is not received within fifteen (15) working days, it shall be the responsibility of the requesting teacher to inform the Personnel Division of that fact, in writing, on or before the September 1st, November 15th, or June 15th dates, as the case may be.

5. When a salary adjustment has been approved, a copy of the Personnel Memorandum shall be transmitted to the teacher. When a request for salary adjustment has been denied, the teacher shall be notified, in writing, with the reasons therefore.

6. The individual's salary credit shall be increased effective the beginning of the payroll period next following submission and approval of evidence of approved additional education or in-service. The individual salary credits submitted prior to June 15th shall be credited on July 1st.

C. Regulations for Salary Adjustment

1. All training for salary credit purposes shall be supported as described in subsection A of this Article.

2. An official transcript documenting awarding of the undergraduate (bachelor's) degree, and date awarded, must be on file before any salary adjustment is implemented. Such adjustments for additional professional preparation shall not be retroactive for more than one college semester. Work completed during the summer college semester must be verified by official transcripts prior to November 15th of each current school year in order to be retroactive to September 1st of that school year. Work completed during the fall college semester must be so verified by June 15th in order to be retroactive to February 1st of that school year.

3. Work completed during the spring semester must be verified prior to September 1st in order to be effective September 1st.

4. Requests for any salary adjustments must be accompanied by substantiating proof and, if approved, shall become effective as provided in this Article after receipt of proper materials. Implementation shall be at the beginning of the payroll period following the next regular Board meeting.

D. Reappointment

Any teacher hired by the District who has previously been appointed to tenure in a public school system in New York State shall serve a probationary period of two (2) years. All appointments of new hires shall be on probationary status unless no bonafide vacancy exists within the applicable tenure area.

E. In-service Salary Credit

1. Teachers may apply to the Director of Personnel, or his/her designee, for the granting of salary credit for in-service opportunities offered by agencies or organizations not connected with either the District or institutions of higher learning. Said in-service opportunities must meet the criteria established by the Personnel Division. Application for such salary credit shall be made not later than thirty (30) days prior to the commencement of the course in question and no such credit shall be granted retroactively.

2. If in-service courses are offered during the normal work day there shall be no salary adjustments for such courses.

F. Effective July 1, 1996, the District shall reimburse speech/language pathologists for a Certificate of Clinical Competence where the District requires such a certificate.

G. Direct Deposit

Effective September 1, 1993, teachers may, pursuant to District policy, have their net pay amounts directly deposited into a bank account of their choice at any local banking institution on the District's current payroll savings deduction listing or the School Employees of Central New York Federal Credit Union.

ARTICLE V

LUNCH AND PLAYGROUND PROGRAM

A. It is the objective and intent of the Board to administer and implement the lunch and playground program with a minimum involvement of professional assistance. The Association recognizes problems may occasionally arise in the implementation of the lunch and playground programs, and agrees to encourage teacher assistance on a voluntary basis. The parties do not intend, however, that requests for professional assistance shall be made on a regular or continuing basis, but only because of unusual circumstances which may arise from time to time.

B. The Board agrees to continue to be responsible for the recruiting and training of lunch aides. The Association shall have the continuing right to monitor the implementation of this program.

C. In emergency situations, when it is necessary for a teacher to perform lunch or playground duty or when any teacher voluntarily performs such duty, said teacher shall be paid on a compensatory time basis or at an hourly rate of twice the rate paid a lunch or recreation aide, whichever is elected by the teacher.

D. Every teacher shall have at least a thirty (30) minute duty-free lunch period as provided by the New York State Education Law.

ARTICLE VI

TEACHER RIGHTS AND RESPONSIBILITIES

A. Instructional Techniques

A teacher shall base differential educational experience on the differing needs and abilities of pupils by utilizing styles and procedures of instruction which he/she believes to be most effective in his/her classroom, providing such methods of instruction conform to and implement the instructional objectives of the District. Any dispute which may arise regarding the styles and methods of instruction employed by an individual teacher shall be subject to administrative review by the administrative officers of the District up to and including the Superintendent, whose decision shall be final and binding and not subject to the Grievance and Arbitration Procedures set forth in Article XXVI of this Agreement.

B. Classroom Learning Conditions

1. The Board and the Association agree it is in the best interests of the District, teachers, and students to insure the proper academic atmosphere and positive classroom learning conditions by maintaining classroom control through means which are reasonable in form and moderate in degree, and toward this end the Board shall support the teacher in conformity with State law.

2. Upon receiving the same, an administrator will release legally allowable general information in a timely manner to individual teachers concerning specific emotional, behavioral or physical problems that could impair a student's learning, behavior and safety.

3. In order to create and sustain such classroom learning conditions and control, teachers shall refer students with behavioral problems to the appropriate supportive staff through the building principal or his/her designee.

4. When a student is seriously disrupting or impairing the effective instruction of other students in the class, the teacher may cause the student to be immediately removed from the classroom, office, hallway, cafeteria, playground, bathroom, student arrival and dismissal points, or other school locations, and in such case the student shall be required to report to the principal /administrator, or his/her designee. Such temporary removal shall not exceed the balance of the school day during which the incident occurred. The principal/administrator and the teacher shall have a joint responsibility to communicate with regard to the action taken by the principal/ administrator on the referral. Such communication shall occur as soon as reasonably possible after the referral is made by the teacher. It is expected that if a student is referred repeatedly to the principal/administrator, the teacher and the principal/administrator will meet to discuss strategies, and resources, to prevent further disruption. In the event a principal/administrator believes a teacher has exercised the right of removal to excess, and/or without justification, the principal shall review the situation with the teacher with regard to what action, if any, is to be taken concerning the student(s) in question. There shall not, however, be an absolute denial of the teacher's right to remove a disruptive student from the classroom.

5. Removal for a longer period of time or permanent removal, may be requested by the teacher. When such a request is made, the student may not be returned to the classroom until there has been a prompt determination of proper placement of the student by the principal after consultation with and among the teacher, support staff, and parents.

6. The District and the Association recognize the educational benefit of an academic environment which provides stability, safety and security for students and employees, both individually and collectively, and in each school building as well as throughout the entire District and its various locations and facilities. In an effort to insure that such an academic environment is achieved, free to the fullest possible extent of disruptive activities, the District and Association agree to the following procedures with regard to student discipline and its implementation.

a. A copy of the policy of the Board of Education of the Syracuse City School District entitled Regulations For Student Behavior (hereinafter referred to as "District Student Behavior Code"), including disciplinary actions and suspension procedures, shall be posted in each school building and distributed to staff, students and parents of students on the opening day of school or as soon thereafter as practicable or, for those students who matriculate to the District during the school year, upon such students' initial registration in the District.

b. No later than April 1st of each school year, the Building Committee (composed of the Building Administrator and three (3) teachers) shall establish a representative committee of teachers and building administrator(s). Such Committee shall include no more than one (1) teacher who is on the Building Committee and shall not exceed nine (9) individuals. The Committee will use the District Student Behavior Code to develop or amend building procedures for student behavior in that school for the following school year. It shall also be charged with determining how the Student Behavior Code will be implemented including the responsibilities of both teachers and building administrators. The Committee shall submit both plan and implementation procedures to the teaching staff for a vote of approval prior to May 15th of the school year.

c. If such procedures fail to receive approval by a 2/3rds vote of the teaching staff, they will be referred back to the Committee established in subsection b. hereof which shall make recommendations for changes and adjustments to the original procedures.

d. A revised set of Building Procedures for Student Behavior shall be submitted to the teaching staff for a second vote prior to June 5th.

e. During any period when approval is not achieved, and until such time as it is achieved, the current implementation procedures (as developed pursuant to subsection b. hereof) shall be operative. In the absence of such building procedures, the District code will prevail.

f. Upon approval of the Building Procedures, copies which will reflect the date and count of the vote shall be sent to the Superintendent and the STA Office.

g. Such implementation procedures shall be a standing item on the monthly agenda of the Building Committee. The Building Committee minutes will reflect any discussion, or the lack thereof, pertaining to implementation procedures.

h. Should a teacher believe that a particular disciplinary situation, as it has been processed and resolved within the framework of the building procedures, is detrimental to the academic environment of the District (as set forth in subsection 5 above), he or she shall have the right to petition the Building Committee of the school in question with the teacher or administrator involved, to be part of the meeting procedure as provided in Article XXII.A and the Association/District Operational Guidelines for Building Committees. Notice of such referral to the Building Committee shall be provided to the administrator at least one (1) week in advance of the Building Committee meeting at which the matter is to be discussed. If the issue is not resolved at the Building Committee level, the Building Committee shall make a recommendation to the Superintendent, or designee, who shall render a final and binding decision within ten (10) school days.

i. With regard to those matters which arise under subsection g. above, nothing contained herein shall be construed as limiting discussion of the matter informally by the teacher and the appropriate member of the Building Administration prior to being referred to the Building Committee. The parties agree that such

meetings should be helpful in having the matter informally resolved prior to implementing the procedure set forth in subsection g. Any disposition resulting from such meeting shall not create a precedent binding upon either the Association or the Board in other similar matters, unless the Association and the District determine otherwise.

7. Individual experienced staff members who are temporarily experiencing serious difficulties in classroom management due to class composition or external events impacting upon student discipline and learning, may seek and shall receive assistance from the local school and District resources, including mentors, peer coaches, etc. within a month of his/her request. Use of this procedure shall not replace obligations as they exist between the teacher and principal as outlined in Model for Teacher Evaluation.

C. District Responsibility

The District agrees to hold teachers harmless from any financial loss, including attorneys' fees, arising out of any claim, demand, suit or criminal prosecution, as a result of disciplinary action taken against any student in the District, or judgment by reason of any act by such teacher within or without the school buildings, provided such teacher, at the time of the act or omission complained of, was acting in the discharge of his/her duties within the scope of his/her employment, or under the direction of the District; it is further provided, however, that the District shall be under no obligation to satisfy any financial or other penalty imposed upon a teacher as the result of conviction of a criminal offense. It is further understood and agreed the liability of the District, as set forth in this section, shall include, but not exceed, the statutory liability set forth in §3023, and 3028 of the Education Law.

1. Notice of Claim

The District shall not be subject to the duty imposed in section C of this Article unless the teacher involved shall, within ten days of the time he/she is served with any summons, complaint, process, notice, demand, or other pleading, deliver the original, or a copy of the same, to the Superintendent.

2. The District shall not be subject to the duty imposed by section C of this Article unless the teacher involved shall, within ten (10) days of an occurrence which reasonably could be expected to result in a claim or complaint, notify the Superintendent, in writing, of the facts of said occurrence so that a timely investigation may be conducted by the District. Nothing contained herein shall be construed as a bar to a teacher exercising his/her rights under § 3023 of the Education Law or any other statute or regulation as may apply, nor shall it be construed as a bar to the Board and the Association agreeing to waive the provisions of this section.

3. Reports

a. Each teacher will immediately report verbally to the principal, all instances of threat or assault suffered within the scope of employment. The verbal notification shall be promptly followed by a written report. The teacher shall be apprised of his/her rights through a written statement developed jointly by the Board and the Association, and be free of coercion in the exercise thereof.

b. The written report, with a copy to the Association, shall be forwarded by the principal to the Superintendent. The District will comply with any reasonable request of the teacher for information in its possession relating to the incident or the persons involved. To the extent that the matter is completely within the jurisdiction and control of the District, names of teachers involved shall not be publicized or released by the Board during investigation of such incidents. Teachers assaulted by students may be relieved of teaching assignments, if necessary. School personnel involved shall be notified of the disposition of the case. The District will make every effort to see that any proceedings initiated against teachers are processed in such a way as not to reflect embarrassment or discredit on either the teacher or the District.

D. Transporting Students

At no time shall members of the Bargaining Unit be required to transport pupils in their own private vehicles. The District shall issue an Administrative Bulletin at the beginning of each school year which shall enumerate the specific procedures that must be followed prior to any employee being granted administrative permission to voluntarily transport a student in his/her private vehicle. Included in that bulletin shall be reference to potential financial risks to the employee, in the event that an accident occurs during such use.

E. Discipline/Discharge of Tenured Teacher

No tenured teacher shall be disciplined or discharged except for just cause and in accordance with procedures set forth in § 3020-a of the New York State Education Law.

F. Termination of Probationary Teachers

1. A probationary teacher must have completed one (1) full year of service in the District and be serving in his/her second year before he/she may avail himself/herself of the provisions of this section of Article VI.

2. If a probationary teacher is to be terminated or denied tenure, he/she shall be notified in writing of this fact by the Superintendent or his/her designee not later than thirty (30) days prior to the date of the meeting at which the recommendation will be considered by the Board. If a serious disciplinary matter is involved, the teacher may be suspended immediately, pending the outcome of investigation and any hearing which may be held pursuant to this Article.

3. The teacher shall be entitled to a hearing on the reasons for his/her dismissal if he/she notifies the Superintendent or his/her designee to this effect, in writing, no later than five (5) school days following receipt of the termination notice or a diligent effort by the District to so notify. Failure to file for a hearing within the five (5) days shall be considered as a waiver of the application of this Article except for the application of § 3031 of the Education Law.

4. Upon receipt of the teacher's written request for a hearing, he/she shall be informed of the reason(s) for termination by the Superintendent or designee. The hearing will be scheduled within ten (10) school days of the teacher's request, and completed within thirty (30) calendar days thereafter, by a Hearing Panel consisting of three (3) members and comprised of the Superintendent or designee, one teacher named by the Association, and a third person who shall be selected by the Superintendent and the President of the Association. Any extension beyond the thirty (30) day limitations shall be by mutual agreement of the Superintendent and the President of the Association.

5. The hearing shall be conducted in accordance with the rules established by the American Arbitration Association. The proceedings of the hearing and the recommendation of the panel shall become a permanent part of the personnel record of the teacher. The hearings shall be closed but the teacher shall have the right to call witnesses on his/her own behalf and to cross-examine witnesses against him/her.

6. The panel shall make its decision within five (5) school days of the conclusion of the hearing. The decision shall be advisory only to the Superintendent and shall not be subject to grievance or arbitration under this Agreement or subject to appeal in any other manner.

7. In no instance shall the rules of the panel or any postponement or delay pursuant to those rules be permitted to delay the decision of the panel in such a manner that the District is estopped from further action pursuant to § 2573, 3019a, 3031, or any applicable sections of the Education Law.

8. The Superintendent shall, in his/her sole and exclusive discretion, determine whether he/she is going to recommend that the teacher be retained, or terminated, and such decision shall not be subject to the grievance and arbitration procedure of this Agreement. If the decision is adverse to the teacher, the Superintendent shall notify the teacher of the intention to recommend termination, and the provisions of § 3031 of the Education Law shall become operative at that point in time.

9. The provisions of this Article in every and all respects shall not be subject to arbitration, nor shall any provision of this Article be interpreted in any way as altering or diminishing the rights and powers of the Superintendent and the Board under § 3031 of the Education Law or any other applicable statute or regulation.

10. The provisions of this Article may be invoked only in cases of termination for cause, and may not be used in cases of reduction in the work force or layoff or other circumstances in which the performance and/or behavior of the teacher is not the matter at issue.

11. It is the intention of the parties to provide for representation of any teacher individually or by his/her Association representative except where otherwise provided by law and therefore, no party in interest may be represented under this Article by an officer, agent, or member of another employee organization.

G. Reimbursement for Loss of Personal Property

The District will reimburse teachers for items of clothing or other personal property which are damaged or destroyed when, in the course of employment, the teacher becomes involved or engaged in situations which are unusual and/or do not regularly occur, such as altercations between students and/or teachers, non-aggravated assault, fire, riot, etc. Such reimbursement shall not be made in cases where the teacher has been careless or negligent and/or has not exercised prudent judgment by wearing or otherwise displaying or possessing items which are not normally worn, used, or displayed during such course of employment, or the teacher is able to be otherwise reimbursed as a result of his/her existing insurance coverage. In no instance, however, shall such reimbursement exceed Five Hundred Dollars ($500) with regard to any claim which is processed under this section.

The District shall not be liable for the reimbursement required in this section G if the teacher refuses or fails to file the necessary reports and/or institute the necessary proceedings to facilitate police and District investigations and/or prosecutions for such incidents.

H. Resignation

During the term of this Agreement, it is understood and agreed that a teacher may decline the position of Department Chairperson or Team Leader, or resign therefrom after accepting, without adverse reflection upon the teacher.

I. Should program funding or a student enrollment drop cause the District to contemplate cut backs in adult programs (those involving Vocational Instructors, Counselors, Job Developers, Remedial Instructors, Case Managers, Nurse Assistant Instructors and Adult Education Teachers), the District will meet with representatives of the Association to discuss potential alternative funding or student recruitment. Should the District determine that reductions in programming are necessary, the least senior qualified member in

the job title will be reduced in hours and/or months. When layoffs occur, full-time qualified employees will be excessed in order of reverse seniority in the job title and placed on a preferred eligibility list pursuant to applicable New York State Law. (Qualified means having rendered service in the specific area of instruction, etc.)

ARTICLE VII

CURRICULUM AND PROFESSIONAL DEVELOPMENT

Teachers are, and shall continue to be, a major source of development and innovation in improving educational programs of the District. Changes in programs and the adoption of new educational plans shall be based upon valid educational research, when available. Teachers shall participate in the overall coordination of studies, projects, and other activities directed toward the development, improvement and implementation of such programs, toward the continuous evaluation of all programs, and toward research in pertinent educational and related areas. The Association recognizes the existence of other institutional and community resources capable of making great contributions toward these ends, and that utilization of such resources should be coordinated with the efforts of the school administration and the professional staff.

As the District strives for excellence in its schools, the District and the Association agree to work cooperatively to align the school district curricula and classroom activities with the New York State Learning Standards. To achieve this worthy goal, it will be necessary to encourage the professional growth of all staff and to foster collaborative working relationships established on research-based effective practices.

The District and the Association also agree that the curriculum development process is integral to quality instruction and to the improvement of student learning. The District and the Association further acknowledge and agree that creating a clear direction and consistency for curriculum and staff development, and delivery is a policy responsibility and right of the Board of Education.

With the above in mind the District and the Association pledge their commitment to establishing opportunities for working together with teachers, administrators, parents and the community to support the curriculum and staff development policy established by the Board of Education.

Components of this collaboration are:

A. Professional Development Committee

There shall be a Professional Development Committee consisting of four (4) members appointed by the Association and four (4) members appointed by the District, who shall consider the full range of in-servicing in the Syracuse City School District including, but not limited to, the District's current in-service program and other courses presented thereunder, the manner in which the existing Superintendent's Conference Days and half-day workshops can be made more effective, more productive in-school activities and individual faculty in-servicing, and any other matters relating to professional development. Members of this committee shall also be members of the Teacher Center Policy Board. They will act, in the tasks outlined here, as a subcommittee of that Board.

B. Curriculum Writing and Implementation and Textbook Recommendation

The District and the Association agree that curriculum committees shall be established as needed for curriculum writing and professional development to aid teachers and administrators in the effective and coordinated implementation of newly developed curricula.

Committees shall be established in accordance with the following:

1. The curriculum committees shall be comprised of teachers from Pre-K through 12th grade level, and appropriate administrators such as but not necessarily limited to, the field coordinators and Director of Curriculum and Staff Development.

2. Qualifications and duties for teacher representatives on these committees shall be established by the Board of Education upon recommendation of the Superintendent. Opportunities for teacher representatives to serve on the committees will be posted by the District. The District and the Association shall interview interested teacher candidates and shall forward to the Superintendent the names of those individuals recommended for appointment. The Board of Education shall have final approval of appointments to the committees, upon recommendation of the Superintendent

3. Teachers who serve on the curriculum writing committees, or who are in-service instructors for curriculum implementation, will be compensated for authorized work performed outside the scope of the normal work day in accordance with the hourly rates specified in Appendix C of this Agreement.

4. Work hours for curriculum writing shall not exceed seventy-two (72) hours per committee member unless approved in advance by the Superintendent of Schools, or his/her designee. It is the expectation that most curricula can be completed in varying times under seventy-two (72) hours per committee member.

5. Textbook recommendation committees shall be established by the District as needed to select textbooks to support the New York State Standards. The textbook committees shall be comprised of appropriate teachers and administrators. Qualifications and duties for teacher representatives on textbook recommendation teams shall be established by the Board of Education upon recommendation of the Superintendent. Opportunities for teacher representatives to serve on the textbook recommendation committees will be posted by the District. The District and the Association shall jointly review the applications of interested teacher candidates, and interview (unless jointly accept prior to interview), and shall forward to the Superintendent the names of those individuals recommended for appointment. The Board of Education shall have final approval of appointments to committees, upon recommendation of the Superintendent. Textbook recommendation committees will be compensated for authorized work performed outside the scope of the normal work day in accordance with hourly rates specified in Appendix C of this agreement.

C. Peer Assistance

The District and the Association acknowledge the importance of improving the quality of teaching and professional standards as well as improving student performance. It is essential that new teachers entering the District receive adequate support and guidance to acquire skills that should lead to effective and productive careers. Assistance from peers who have been identified as outstanding professionals and good communicators will provide teachers with leadership and role models that will guide their professional development.

1. At times tenured staff may also find themselves in need of assistance, support, and feedback as outlined in the Model for Teacher Evaluation or its successor document (APPR - Annual Professional Performance Review).

2. The District, Association, Syracuse Teacher Center and SETRC will identify a peer assistance program consistent with research-based practices and make a recommendation to the Superintendent of Schools.

3. Upon review and approval by the Board of Education, a peer assistance program will be implemented and evaluated on an annual basis.

4. The District and Association agree to reopen negotiations on those mandatory subjects of negotiation related to the peer assistance program once the program is approved by the Board of Education. Within 6 months of ratification of the Contract, the SCSD and the STA will identify a peer assistance program. Within one (1) year of ratification of the Contract, the SCSD and the STA will implement the program.

D. Half Days for Professional Development

Subject to the regulations of the Commissioner of Education, and with the approval of the Superintendent, students may be dismissed one-half (1/2) day per month for faculty curriculum study and development and/or other kinds of continuing education. Schools are encouraged to innovate and experiment with the form such in-service shall take, and all programs conducted pursuant to this section shall be developed through faculty involvement in planning and evaluation.

E. Attendance at Conferences and Meetings

All members of the Unit shall attend all conferences and meetings for which they are released, and shall present themselves, as assigned, when schools are closed for staff participation in professional functions. Absence from conferences and meetings shall be governed by the same rules which apply to other absence from duty. Nothing contained in this paragraph shall be construed as requiring the attendance of any teacher at a meeting which is voluntary and not required under law, regulation, or local policy.

F. Experimental and Demonstration Program (Mini-Grant Proposals)

Prior to September 15th, the Superintendent will issue an Administrative Bulletin detailing procedures and guidelines under which proposals may be submitted for the expenditure of monies to be used for experimental and demonstration programs. The total amount available for this program shall not exceed thirty thousand dollars ($30,000). Proposals shall be granted at the discretion of the Superintendent whose determination as to the approval and amount of any such proposal shall be final and not subject to the Grievance and Arbitration Procedure of this Agreement. This section shall not in any way be construed as a continuing obligation or commitment by the District to continue to appropriate monies for this purpose in future budgets beyond the duration of this agreement and/or a guarantee to exhaust the sum indicated above.

G. Teacher Center Policy Board

Subject to funding, the District shall provide for professional assistance, growth, and enrichment for members of the Unit through a Teacher Center governed by a Policy Board, a majority of whose members shall be teachers appointed by the Association.

ARTICLE VIII

TEACHER EMPLOYMENT

A. Certification

Every effort will be made to offer employment to only fully certified and best qualified candidates for each position. All teacher employment shall be governed by the New York State Education Law and the Regulations of the New York State Commissioner of Education.

B. Whenever possible, applicants shall be hired for a specific position in a specific school which will be clearly indicated at the time of employment. The Personnel Memorandum (of appointment) shall stipulate, however, any assignment identified in the Memorandum is tentative only and subject to change, and that the appointee is employed by the District at large and not for a specific assignment.

C. All Applicants shall be required to execute the following statement as part of their application:

"I hereby declare all previous obligations with employing school districts have been met and I am not seeking this position with the intent of resigning from a previous commitment in which I have not served."

D. Regular and Long-Term Substitutes

The following articles and sections of this Agreement apply to regular and long-term substitutes. All portions of this Agreement not specifically listed below, shall not apply to regular and long-term substitutes:

Preamble

Article I

Article II

Article III (with exception of ¶ F)

Article IV

Article V

Article VI (with exception of ¶ E and all subsections thereof)

Article VIII

Article IX, ¶¶ B, I and J

Article X

Article XII (with exception of ¶ E)

Article XIV (with exception of 3rd sentence of ¶ E and with exception of ¶¶ F & L)

Article XVI

Article XVII

Article XVIII

Article XIX

Article XX (with exception of ¶¶ A.1 and B.1)

Article XXII

Article XXIII (with exception of ¶ 1)

Article XXIV

Article XXV

Article XXVI

Article XXVII

ARTICLE IX

TEACHER ASSIGNMENTS

AND TRANSFERS

A. Teacher assignments will be made without discrimination against any individual because of age, race, creed, color, religion, nationality, handicap/disability, sex, or marital status, other than as permitted by law.

B. In making transfers or teacher assignments, the convenience and wishes of the individual teacher will be honored to the extent they do not conflict with the best interests of the District and the pupils.

C. Teachers, other than newly appointed teachers, 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 July 1st.

D. In order to assure students are taught by teachers working within their area of competence, teachers will not be assigned outside of the area of their teaching certification, except as permitted by New York State Education Law and Regulations of theCommissioner of Education

E. When administrative transfers are necessary, a teacher's area of competence, certification, major and/or minor field of study, quality of teaching performance, and length of service in the District will be considered in determining which teacher is to be transferred. Considered with equal weight will be such items as the need for equitable distribution of experienced and inexperienced staff in all schools, and other matters related to the best interests of the District and students.

F. Administrative transfers shall be made observing the following regulations:

1. During the school year and at other times, when feasible, an administrative transfer will be made only after consultation with the teacher involved and his/her principal or supervisor. A teacher shall always be notified of the reasons for any transfer. In the event a teacher objects to a transfer, and so requests, the Association will be notified. The Superintendent, or his/her designee, will meet with the Association's representative and the teacher to discuss the transfer, but if a mutually satisfactory solution is not reached, the decision of the Superintendent shall be final.

2. All teachers being administratively transferred shall be advised of open positions in other schools. Teachers may request the positions to which they desire to be transferred, and for which they are qualified and certified, in order of preference. Such preference shall be one of the factors considered in making the transfer.

G. Teachers with multiple-school assignments are subject to the following:

1. A teacher assigned to more than one school in any one (1) school day will receive, upon written request to the Director of School Services, the currently allowable Internal Revenue Service mileage rate for all interschool travel required in connection with the multiple school assignment. Such reimbursement shall be calculated on the basis of the most direct available route and shall be limited to the mileage which the assignment requires in the normal daily performance of his/her duties. A request and schedule shall be submitted not later than the first day of the fourth week of school, and must be approved by the Director of School Services before payment can be authorized. School social workers, attendance teachers, and other special teachers not on a single-school assignment, who have submitted a request and secured approval IN ADVANCE for in-district travel mileage allowance, shall be eligible to receive reimbursement. A teacher eligible under this paragraph shall file a claim for mileage in accordance with existing District policy. Claims for reimbursement must be submitted at least on a quarterly basis. All payments for reimbursable in-district travel MUST be claimed during the calendar year in which the travel was performed.

2. Teachers with multiple-school assignments shall be assigned a home school at which they will be responsible to attend faculty meetings, orientation programs, and similar professional obligations. It shall be the responsibility of each teacher with a multiple-school assignment to report to faculty meetings and other required programs at the school of record, unless specifically excused by the administrator of that school in order to attend such meetings elsewhere.

3. Teachers with multiple-school assignments within a school day shall be permitted sufficient travel time between schools to permit the lunch period provided for in Article V.D of this Agreement.

H. Teachers who wish to transfer to another school may inquire at any time to ascertain the possibility of such vacancy in the following year and file a written statement of such interest with the Director of Personnel.

The request for voluntary transfer would include grade and/or subject preference, and be made (on the form which is available in the principal's office) as early as possible in order to receive consideration when the building organizations are being planned.

On or about April 1st, the District will publish a list of teachers who request voluntary transfers. The deadline for applications for voluntary transfers to be included on the April 1st list will be the preceding March 1st. The District will also publish by June 15th an addendum to the April 1st transfer list to include the names of those additional teachers who request voluntary transfers between April 1st and June 1st. Each updated list will supplant previous lists and all requests for voluntary transfers will remain active for one (1) year from the publication date of the list on which the teacher's name first appears.

All applicants for voluntary transfer will be kept apprised of the status of their application. (See subsection J.2 of this Article, concerning procedures regarding annual review of request.)

1) In January building principals will distribute requests of alternate assignment forms. Unit 1 members desiring reassignment shall fill out such forms with reasons for request. During the school year, if the building principal anticipates an opening, such opening will be posted in the teacher's room of that building. Unit 1 members interested in the opening will discuss the opening with the principal. During the summer for other openings which occur, building principals will contact teachers who have submitted an alternate assignment form specifying that type of opening.

2) In order the match the instructional needs of students with the interests and skills of Unit 1 members, the District will:

a) In the first year after ratification, continue the transfer procedure as follows:

(As per current Section H) Add: Unit 1 members of the transfer list will be notified of vacancies and guaranteed 3 interviews whenever possible.

Immediately upon ratification, the SCSD will begin posting vacancies in the Central Office and in school buildings, and provide those postings to the STA. Unit 1 members will have 10 school days to respond to the postings. (Vacancies occurring between August 5 and September 15, and vacancies occurring in areas of designated shortages as per NYS may have a shorter response period and applicants for such vacancies may not be guaranteed an interview.) Postings will be updated weekly or more often as needed.

b) Immediately upon ratification the SCSD with assistance from the STA will develop a website or other mutually acceptable electronic means for posting vacancies. Postings will be updated weekly or more often as needed. Postings will be sent to the STA and posted at Central Office.

After the first year of ratification, this website/other acceptable electronic means will replace the transfer list procedure. If, because of reasonable circumstances, the website/other acceptable electronic means is inoperable, the SCSD will continue the procedures as outlined in a) and b), and will negotiate with the STA regarding the transfer procedure.

I. Written notice of transfer will be given to teachers as soon as practicable, and under normal circumstances, not later than June 1st.

J. Transfer procedures shall include the following:

1. As resignations and retirements are received, transfer requests will be considered before other teachers are employed to fill existing vacancies. It is recognized it will not be possible to honor all transfer requests, but if a request is approved by the principal(s) involved, such transfer will be made at the first opportunity consistent with the best interests of all concerned.

2. Each transfer request shall be valid for only one (1) year. In the spring and early summer, as the building organizations are being prepared for the following school year, consideration will be given to each request. In the event it is not possible to grant the transfer, the teacher shall be notified in writing by the Personnel Division.

3. Teachers are subject to assignment each year by the Superintendent. Recommendation for such assignment may be made by the principal following a conference with the teacher. When assignment is made by the Superintendent following the close of the school year, the teacher and principal shall be given written notice as soon thereafter as practicable.

4. After consultation with the teacher involved, principals may implement transfers within their building when consistent with District policy and the terms and conditions of this Agreement.

5. All requests for transfer to another building shall be forwarded by the teacher to the Personnel Division with a simultaneous copy to the teacher's current building principal.

6. Except under unusual circumstances, teacher-initiated transfers will be accomplished at the beginning of the school year.

7. When a request for transfer has been granted, that transfer shall not be revoked except with the consent of all parties concerned in the transfer, or unless the revocation is necessary as the result of circumstances causing reorganization.

8. It is understood that teachers will retain rights to their current positions until they have accepted the offer of a voluntary transfer to another position, but any such right shall cease to exist once the offer has been accepted.

K. 1. “Seniority” shall mean length of continuous service within the Syracuse City School District. Continuous service shall mean length of service since the most recent date of hire in Unit 1 in the teacher’s current tenure/certification area.

2. Reductions in force, recall from Preferred Eligibility Lists, and consideration of transfers shall be made pursuant to the applicable provisions of the New York State Education Law. Decisions of the Commissioner of Education and court decisions relating to the foregoing, and seniority (as defined in the preceding paragraph) shall not delimit, diminish or otherwise impede or restrict the District when making reductions in force, recalls or transfers within the operative framework provided by said statute, and/or decisions.

3. Seniority shall also govern those situations where District-wide reductions in force occur, or when staffing levels or programs are reduced in a particular school.

4. Where seniority is equal, the date of appointment and subsequently the placement on the list of appointees shall be the determining factors.

5. No period of service which is not full-time service in Unit 1 shall be included for purposes of calculating seniority.

6. Continuity of appointed service shall not be interrupted by any period of unpaid, approved leave of absence. The period of such leaves, however, shall not be included for purposes of calculating seniority.

7. Any period of paid leave of absence shall be included for purposes of calculating seniority.

8. Subject to computer capability, the District shall maintain an accurate and timely seniority list of all teachers during the school year. Copies of, or revisions to, such lists shall be provided to the Association upon request.

ARTICLE X

TEACHING LOAD

The following guidelines are established by the Board and the Association as teaching load objectives toward which the District should strive. It is understood that exceptions will be necessary because of unusual circumstances including but not limited to budget limitations and/or availability of staff, and that the permissive guidelines hereinafter set forth in sections A through G hereof are not to be construed as guarantees which are binding upon the District.

A. 1. Both the District and the Association recognize the continuing need to effectively address the issue of achieving an equitable distribution of students in the general education classroom including disabled students, the impact the addition of such students has upon the general education classroom situation, and the adjustments and/or allowances which sometimes must be made in either a particular classroom or school as a result thereof. Procedures to be followed in carrying out the objectives of this section A are set forth in Article XI.A. hereof.

2. With regard to disabled students who have been determined to be resource students (those who receive primary instruction in a general education classroom and supplemental support from a special education teacher), the District has established, and will implement, procedures as outlined in Article XI.B.

3. With regard to self-contained students (those whose primary educational program consists of fifty percent (50%) or more of the school day in a self-contained special class), the District agrees to implement those sections of Article XI which relate to Mainstreaming Procedures and the Process for Correcting and Monitoring Imbalance. In so doing, however, it is understood and agreed that, while the District is committed to eliminating Mainstreaming pupil load inequities, there may be occasional situations where an immediate remedy, for valid and sufficient reasons, is not available. The parties agree, therefore, those issues which cannot be resolved will be addressed as set forth in Article XI.C.

B. The number of daily periods of instruction for junior and senior high school teachers should not exceed five (5) per day, or a daily load of more than one hundred and twenty-five (125) pupils.

C. Secondary teachers should not be required, except on their own option, to teach more than two (2) academic disciplines in any given semester, nor have more than three (3) daily preparations. No secondary teacher should have more than one (1) duty period per day beyond the normal teaching load.

D. Secondary teachers should not be required to teach two (2) subjects in one class period except under circumstances where class load is such as to require cancellation of offerings if courses are not consolidated.

E. Education for the Disabled

1. Enrollment and participation in educational programs for disabled students shall be in accordance with, and shall not exceed (unless proper variance has been requested and approved by the Commissioner), the limitations and standards set forth in the Regulations of the Commissioner § 200, and additional applicable provisions of New York State Education Law, as they may be amended during the term of the Agreement.

2. All District and local committees on special education for disabled pupils should include special education teacher representation.

3. Legislative and/or program changes and such other matters which relate to the successful implementation and maintenance of the Special Education for Disabled Pupils Program shall be communicated to teachers working with special needs students and the Association.

F. Elementary Class Size

With the exception of inclusion classes and special classes, elementary class size should be no larger than twenty-eight (28) students.

G. Supporting Personnel (Professional)

1. There should be one (1) guidance counselor for every four hundred (400) students at the secondary level. At the elementary level, there should be at least one (1) guidance counselor and one (1) school social worker for every six hundred (600) students.

2. A school psychologist should be available in junior and senior high schools at least two (2) days a week and in every elementary school at least one (1) day a week. This should not be interpreted to exclude assignment on a full-time basis where such assignment is justified. School psychologists should have a private office area in each school in which they work which will accommodate small groups as well as individual counseling.

3. The District psychiatric services should be utilized as they become available.

H. Formal scheduled physical education should be taught by a physical education teacher.

I. Each art class should be provided with the following:

1. A classroom in each school with adequate equipment and supplies to be used for art.

2. Class size to be determined in proportion to room size and storage area available for work.

J. All primary grades should have a regularly scheduled music period at least once per week. Full-time elementary music teachers, assigned to grades 1 through 6, should not be assigned to more than two (2) schools.

K. Secondary school libraries should be adequately staffed and each elementary school should have a library under professional library supervision.

L. The District and the Association recognize that it would be desirable to accomplish improvements with regard to facilities, equipment, and materials in the areas of art, music, libraries and physical education, but also acknowledge that existing circumstances make it impossible to do so during the term of this Agreement.

In the event that in the discretion of the District such improvements are feasible and practical, consideration will be given to the possibility of implementing them when circumstances permit. This paragraph shall in no way be construed as a guarantee or commitment by the District to take any action with regard to any of the aforementioned areas.

M. Services expected in a teaching assignment may include a regular pupil load in accordance with this Agreement, as well as the supervision of a homeroom, a non-class (extracurricular) assignment, and related school responsibilities.

N. Substitute Teachers

1. In the interest of maintaining continuity of the instructional program, the District shall endeavor to provide a paid substitute in those instances where a paid substitute is normally used. When it becomes necessary for teachers, as defined in Article I hereof, to substitute during their non-instructional periods, said teacher(s) shall be compensated at the rate of sixteen dollars ($16.00) per period effective September 1, 1993 and eighteen dollars ($18.00) per period effective September 1, 1994. Elementary teachers whose normal class load is increased by five (5) or more students because of redistribution as a result of the lack of substitute teachers shall receive an additional sixteen dollars ($16.00) per day. In the event the normal instruction period is reduced to below forty (40) minutes, the rate of compensation per period shall be adjusted on a pro rata basis.

2. It is agreed that a substitute teacher will be provided when a teacher assumes the role of acting building administrator. In the event the building administrator is absent for more than one (1) week, personnel shall be assigned by the Superintendent or a teacher may continue as temporary acting building administrator with a substitute teacher provided in his/her place. Any teacher serving as acting building administrator shall be compensated at the rate of thirty-five dollars ($35.00) per day in addition to regular salary unless or until an acting building administrator is appointed by the Superintendent. When a teacher serves in an

acting capacity, it shall be with the same authority and jurisdiction as the building administrator who is temporarily replaced.

O. It is the intention of the District to provide a safe and educationally sound program within budgetary and physical limitations. To that end, the number and location of work/learning stations to be made available in subject areas such as technology education, home and career skills, occupational/vocational/technical, and business subjects shall be determined by the District after a review by the principal and the teachers involved.

P. Schedules for special area teachers shall be organized in a manner which strives to maximize utilization of staff time, minimize multiple school assignments and reflects program objectives.

Q. The SCSD and the STA agree to meet and negotiate regarding Elementary Planning Time, Extension of the Elementary School Day and operational issues related to those topics. The SCSD and STA will present the results of these negotiations to the SCSD Board of Education in May, 2004. The goal is to extend the elementary school work day by thirty (30) minutes and to ensure that elementary teachers receive at least forty (40) minutes planning time per day or its equivalent.

ARTICLE XI

STUDENTS WITH DISABILITIES

A. Mainstreaming Procedures

The purpose of this section is to outline the District's procedures regarding Mainstreaming of disabled students. Mainstreamed pupils are those students whose primary educational program consists of fifty percent (50%) or more of the school day in a special class. It is the intent of these procedures to establish greater continuity and procedural uniformity among building personnel who are responsible for implementing Mainstreaming procedures. The following procedures shall apply to all special class students who are in special education classes and programs operated by the District:

1. Special class students shall be mainstreamed as recommended in their IEP, taking into consideration their learning and social skill levels and how both of these factors relate to the class in which the student is to be mainstreamed. The special class teacher's input shall be considered by the Committee on Special Education with regard to Mainstreaming decisions. Under no circumstances should the social skill level be the only basis for mainstreaming.

2. When a special class student is placed in a general education classroom, the following steps should apply:

a. The special class teacher will be available to meet with the mainstream teacher(s) to discuss the pupil's educational needs as defined in the pupil's IEP and what may be expected of the pupil in the mainstream class. Should more than one mainstream teacher for the same student (music, physical education, art, etc.) request such a meeting it should be a joint session so that the time of everyone involved can be most productively utilized.

b. Prior to the time of the special needs student's classroom placement, the receiving teacher will be provided with a copy of the student's IEP, including current levels of academic functioning, behavioral information, pertinent physical and/or medical data.

c. The receiving teacher will be encouraged to observe the student within the special education class setting including a review of the student's IEP.

d. The special class teacher should prepare the disabled pupil for appropriate transition to the mainstream class.

e. Continued dialogue should take place between the teacher, parent, and special class teacher throughout the duration of the mainstream experience regarding adjustment and progress.

f. Responsibility for evaluating should be shared by both teacher and special class teacher; in those instances where a Carnegie Unit is to be given, the general education class teacher shall retain the final decision.

g. Recommendations for Mainstreaming, which result from annual or triennial review, and involve the student attending another school for a special class or program, must be made to the sub-District or District Committee on Special Education.

B. Resource Procedures

Resource students are those pupils who receive instruction in a general education classroom and supplemental support from a special education teacher. The purpose of this section is to outline the District's procedure(s) regarding the assignment of resource pupils.

The following considerations should apply to all resource classes and programs operated by the District:

1. Resource pupils should possess learning and social skill levels which are not significantly dissimilar from their peers in general education classroom settings.

2. When a pupil is assigned to a resource classroom:

a. The general education and resource teachers should initially meet to discuss the pupil's educational needs and what may be expected in both general education and resource class settings.

b. The general education teacher will have an opportunity to review the pupil's current IEP and other records pertinent to the pupil's disabling condition.

c. The general education and resource teacher should meet periodically throughout the school year to discuss and evaluate pupil progress and make appropriate educational adjustments.

d. A general education teacher who teaches a student shall participate in the annual IEP review or triennial review, when invited to such review, for any resource student assigned to the teacher's class.

e. Responsibility for awarding formal grades shall rest with the general education class teacher.

C. Correcting and Monitoring Imbalance

When addressing problems which arise involving disabled students and pupil load in particular schools and/or classrooms, and attempting to resolve them in an effective manner within the District's ability to do so, the District shall consider individual school space (total population), the availability of opportunities for assigning pupils on an equitable basis, and the impact of any change or adjustment upon the teacher(s) to whom the pupils are assigned. In the event the District determines conditions prevail which need to be addressed it will determine if the circumstances are such that an adjustment can be made by:

the assignment of additional personnel
the reduction of class size
the reassignment of disabled or non-disabled pupils
the adjustment of teacher/staff schedules and assignments
The process for addressing situations which have been identified as inequitable within a particular school will be as follows:

1. The School Improvement Committee shall monitor resource and Main streaming practices to assist in bringing attention to:

a. appropriate and timely scheduling of disabled students;

b. an equitable distribution across grade or subject area; and

c. internal adjustment and correction at the building level.

The Instructional Division will be available to provide assistance in resolving problems at the building level.

2. If the problem is unable to be resolved internally, the issue will be identified and reduced to writing by the Association and referred to a District Appeals Committee composed of the Director of Special Education, the Director of Personnel and the President of the Association or their respective designees. The District Appeals Committee will review the specific issue and made recommendations for resolving the issue within five (5) days.

3. In the event that Steps 1 and 2 do not resolve the problem, it may be submitted by the Association directly to the Superintendent to bring about a solution, either temporary or permanent, which will best serve the student(s) involved. It is the further intention of the parties that any problems which do arise be satisfactorily resolved before reaching the Superintendent's level and that every effort be made to do so in order that those which do come to the Superintendent be neither frequent nor frivolous. The Superintendent will give them his/her prompt and full attention to bring about a solution which is reasonable and equitable and, insofar as it is possible to do so, address the concerns of the teacher(s) involved and the needs of the student(s).

4. If the issue in question cannot be satisfactorily resolved by the foregoing procedure, the Association may then treat it as a formal grievance which has reached Stage 3 of the Grievance Procedure and submit written notice of arbitration within the time limits set forth therein.

ARTICLE XII

TEACHER EVALUATION

Both the District and the Association agree all teachers shall be regularly evaluated in order that the District and the individual teacher shall have an accurate, constructive, and timely appraisal of the teacher's performance. The following policy shall govern all teacher observation and evaluation:

A. General education classroom evaluations of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. Situations may arise when it is necessary for an administrator to record performance information which does not allow for prior notification to the teacher. In such cases, the teacher will be notified when the material or information is recorded.

B. The District and the Association recognize that in some situations assistance may be required to achieve improved performance on the part of the teacher, whether suggested by the teacher or administrator, and encourage the rendering and acceptance of such assistance. Subsequent written evaluation shall reflect the impact, if any, of such assistance.

C. When an observation is completed, the evaluating administrator shall not submit the written evaluation report until three (3) days thereafter during which period the teacher shall have the opportunity to meet with the administrator in order to more fully review/discuss the circumstances which prevailed at the time of the observation.

D. Participation in extracurricular activities shall not be a valid consideration for evaluating teacher classroom performance but shall be considered in the evaluation of total job performance.

E. Teachers will be given a copy of any written class visit or evaluation report prepared by their principal and/or supervisor. No performance appraisal report shall be submitted to central administration, placed in a teacher's file, or otherwise acted upon, without a copy to the teacher.

F. A probationary teacher will be informed of the Superintendent's decision not to recommend tenure at least forty-five (45) days prior to the expiration of the probationary period, and shall be notified in writing of the final action of the Board regarding the granting or denial of tenure within thirty days of the meeting at which Board action is taken. If a probationary teacher has not resigned, or been notified in writing the Superintendent does not intend to recommend him/her for tenure within forty-five (45) days prior to the expiration of his/her probationary period, he/she shall be granted tenure.

G. Each teacher will have the right, in accordance with procedures established by the Personnel Division and in the presence of the Director of Personnel or his/her designee, to review and copy the contents of the complete personnel file, with the exception of confidential recommendations. The teacher will be entitled to have a representative of the Association present during such review.

H. A teacher shall have the right to request removal of an evaluation or item of correspondence from his/her personnel folder if the item refers to an isolated incident or situation that is no longer germane to the teacher's performance or employment. Such request may be made in writing to the Superintendent four (4) years from the date of entry and shall, subject to the Superintendent's approval, serve to remove the original entry and any rebuttals related thereto. The decision of the Superintendent shall be final and binding and not subject to the provisions of Article XXVI, Grievance Procedure.

I. With the exception of confidential employment recommendations, a teacher shall receive a copy of all entries made in his/her personnel folder. In any instance where an entry is made in a personnel folder with which the teacher disagrees, or takes exception, the teacher shall have the right to file a written statement in his/her behalf, with copies to all parties concerned. Such statement shall become an attachment to said entry and a permanent part of the personnel record of the teacher.

J. Intent to Dismiss

When a notice of intent to dismiss is received by a tenured teacher from the Superintendent of Schools, the teacher may proceed pursuant to section 1 below. Should the teacher choose not to resign, section 2 will be implemented within five (5) working days.

1. Resignation

A teacher may submit a letter of resignation effective one (1) year from the date of this letter of intent to dismiss. The teacher shall be placed on leave with pay for this year, plus receive a stipend for an approved program of retraining or mid-career counseling. The amount of the stipend will be based on the number of unused sick days times the dollar amount equal to that paid retirees for unused accumulated sick days. A joint Association-District committee shall be established to review and approve the program for retraining or mid-career counseling.

2. Binding Arbitration

a. If this section is implemented, a teacher will be suspended from duty. Such suspension shall be with pay for a period not to exceed one hundred twenty (120) calendar days. If the suspension continues beyond one hundred twenty (120) calendar days it may, in the sole discretion of the Board of Education, be without pay.

b. The teacher may proceed personally or through the Association. In cases where a teacher chooses to proceed personally, the Association shall not be responsible for payment of any expenses related to the arbitration proceeding(s).

c. Within ten (10) school days after such suspension of the teacher, the Superintendent or his/her designee and the Association will agree upon a mutually acceptable arbitrator selected from a list provided by the Syracuse Office of the American Arbitration Association, and will obtain a commitment from said arbitrator to serve. In the event that the Superintendent, or his/her designee, and the Association or individual, as the case may be, cannot agree on an arbitrator on the first list submitted by the American Arbitration Association, a second list shall be requested. In the event the Superintendent or his/her designee and the Association cannot agree on an arbitrator selected from the second list, the American Arbitration Association shall then be empowered to designate the arbitrator, and this decision shall be binding on all parties.

d. The selected arbitrator shall hear the matter promptly and shall issue his/her decision in accordance with the then operating rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, opinion, and the conclusions on the issue(s) submitted.

The arbitrator shall limit his/her decision strictly to the application and interpretation of the provision of this Agreement; he/she shall be without power or authority to make any decision which may:

(i) Be contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules and regulations having the force and effect of law.

(ii) Involve Board discretion or Board policy under the provisions of this Agreement, under Board bylaws or under applicable law, except that he/she may decide in a particular case based on a provision of this Agreement involving Board discretion or Board policy, whether the Board applied such discretion or policy in a manner which is arbitrarily or capriciously inconsistent with the general practice followed throughout the District in similar circumstances.

(iii) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.

e. The decision of the arbitrator, made in accordance with his/her jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute, and both will abide by it.

f. All costs arising out of the administration of this provision shall be shared equally by the Association and the Board, except as noted in subsection J.2.b. above.

g. The formal rules of evidence shall not apply in the administration of this provision. The decision as to the nature of the record kept at the arbitration stage shall be at the discretion of the arbitrator.

h. The time limits specified herein shall commence at the normal hour for the opening of business on the business day next following the event or occurrence which caused the time period to begin.

i. Only cases involving the intent to dismiss a teacher for failing to meet the evaluation criteria, as set forth in the Model for Teacher Evaluation, shall be subject to the procedures and provisions contained herein. Disciplinary action taken by the District against a teacher for reasons other than the aforementioned shall be pursued according to existing statute or regulations, i.e., § 3020-a of the New York State Education Law.

ARTICLE XIII

VACANCIES

A. Specialized, non-classroom teaching positions occurring within the Unit, shall be identified by the Personnel Department in the weekly Administrative Bulletin. Such identification shall be for purposes of information only and create no further obligation on the part of the District with regard to filling such positions.

B. Whenever any vacancy in a promotional position occurs between September and June, it will be publicized (by the Superintendent) by means of a written notice placed in the weekly Administrative Bulletin or a special bulletin of the District. Such notices shall be announced as far in advance as practicable, and in no event less than ten school days before any deadline date. Acting or temporary positions shall be posted as described above before permanent appointments are made.

C. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent, or his/her designee, within the time limit specified in the notice.

D. Each teacher who desires to apply for a promotional position which may be filled during the summer vacation period shall submit his/her name and summer address to the Superintendent prior to the summer vacation, together with identification of the position or positions for which he/she desires to apply. The District shall post a list of promotional positions to be filled during the summer vacation period on a bulletin board in the administrative offices of the District, release notification of such position vacancies to the local newspapers, and notify the office of the Association of such position vacancies.

E. All appointments to the aforesaid vacancies shall be based on qualifications, certification, and experience. They shall be made without discrimination because of sex, age, race, creed, color, religion, nationality, handicap/disability, or marital status.

F. Insofar as it is consistent with the best interests of the District, all promotions shall be made from the ranks of the certificated personnel of the District.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

A. Request for Temporary Leave of Absence

Any request for an excused, planned absence not otherwise covered by this Agreement shall be made in writing by the employee to the Superintendent through the building principal at least one (1) week prior to the requested time of absence. The Superintendent shall determine whether or not such request for excused, planned absence shall be approved, and notify the employee in question of his/her determination as soon as is practicable. In the event permission is granted, the Superintendent also shall determine whether or not deduction from salary shall be made. The Superintendent may, in his/her discretion, waive the time limits specified herein

B. Sick Leave

1. Each member of the Unit shall be allowed sick leave without loss of salary for at least twelve (12) working days in any year on account of personal sickness or physical disability, including maternity. If the

full amount of sick leave allowed is not used in any school year, the amount not used shall be accumulated from year to year. Members of the Unit employed with effective dates subsequent to September 1st shall be credited with sick leave in accordance with the following table during the first year of employment:

Effective Date of Appointment
Sick Leave Credit

September 1-September 30
12 days

October 1 – October 31
10 days

November 1 – November 30
8 days

December 1 – December 31
7 days

January 1 – January 31
6 days

February 1 – February 28 or 29
5 days

March 1 – March 31
4 days

April 1 – April 30
3 days

May 1 – May 31
2 days

June 1-June 30
1 day

During the first year (12 consecutive calendar months) of employment, an employee must present a certified physician's explanation accounting for use of sick leave beyond five days. Failure to provide such explanation shall result in a loss of pay equivalent to the time absent beyond five days. The five days do not have to be consecutive.
At the beginning of each subsequent year of employment, twelve (12) sick days shall be credited to each Unit member's account. There shall be no limitation on the total number of sick leave days which may be accumulated.

2. Disability due to pregnancy shall be treated in the same manner as all other temporary disabilities.

3. The employees who are absent from duty because of illness may be required, at the discretion of the Superintendent, or a designee, to file a medical report with the school medical director. When such a report is requested, the Superintendent will make a determination whether sick leave payments shall be allowed.

4. The employee shall notify the building principal/supervisor or his/her designee of the use of a sick day according to reasonable procedures established for call in. If the employee anticipates that he/she will not return on the next day, the employee will call the building principal/supervisor before the end of the work day whenever possible. The employee shall be responsible to notify the principal/supervisor or his/her

designee of any change in status which will affect the assignment of a substitute to the employee's position. In those cases where sick leave is over five (5) days, the employee shall forward medical documentation and anticipated return date to the Health Services Office. The employee shall also call the building principal/supervisor to inform of the anticipated date of return whenever possible.

5. In the event an employee in his/her first year of service in the District is dismissed, remaining sick leave available to that employee shall be prorated in such a manner that the total number of sick leave days used by that teacher up to and including the effective date of termination shall not exceed:

one (1) day for one (1) month's service
two (2) days for two (2) months' service
three (3) days for three (3) months' service
four (4) days for four (4) months' service
five (5) days for five (5) months' service
six (6) days for six (6) months' service
seven (7) days for (7) seven months' service
eight (8) days for eight (8) months' service
ten (10) days for nine (9) months' service
twelve (12) days for ten (10) months' service
The District shall have the right to deduct any compensation for sick leave in excess of above. Such deduction may be made from the employee's final paycheck.

C. Sickness or Death in Immediate Family

1. Each employee shall be granted up to six (6) days of leave with full pay for each death in the immediate family or the nearest relative. Such leave shall not be curtailed because of use of family illness days and shall be on a non-cumulative basis.

2. Time off for serious illness in the immediate family shall be charged against personal leave as identified in section C of this Article. Immediate family, for purposes of sections C.1 and C.2, consists of:

Husband Father Son Domestic Partner (to be defined)
Wife Sister Daughter
Mother Brother Guardian in loco parentis
In-laws in the above categories, where applicable

3. Each employee shall be allowed one (1) additional full-time day to attend the funeral of any of the following members of the family:

Aunt Niece Grandparents
Uncle Cousin Grandchildren*
Nephew
In-laws in the above categories, where applicable

*Upon request, the Superintendent is authorized to grant leave pursuant to section C.1.

4. The Superintendent is authorized to grant additional paid emergency or funeral leave under unusual circumstances which, in his/her judgment, justify such an exception.

D. Compensation Cases

1. Employees who become ill or injured due to circumstances arising out of and in the course of employment shall file a report of such illness or injury with the District and with the Workers' Compensation Board. Such report shall be filed within the time, and in the manner, required by the New York State Workers' Compensation Law. In those instances where an illness or injury is determined by the District or other forum of competent jurisdiction to be compensable as arising out of and in the course of employment, the District will compensate said employee during the period of such illness or injury up to the amount of his/her full salary.

a. The District shall charge to the employee's accumulated sick leave any time taken because of such illness or injury for which the employee receives his or her regular salary. Such charge to, and deduction from, accumulated sick leave shall be proportionate to, and based upon, the percentage relationship between the employee's per diem rate and the daily compensation amount. No such pro rata deduction from accumulated sick leave shall be made in the event the compensable absence is the result of bodily or personal injury resulting from an assault upon the teacher or because of gross negligence on the part of the District, except when there is contributory negligence on the part of the employee.

b. In the event the number of compensation days exhausts the employee's accumulated sick days in any school year, the employee shall continue to receive full salary. Sick days which may be credited to the employee at the beginning of the next school year shall not be charged against any compensation days taken during the prior year.

c. The District will also pay, in any compensable line of duty injury, all costs of medical expenses incurred as a result of said injury not covered by insurance provided by the terms of this Agreement. In case of an award, or third party settlement, loss of wages and/or medical or other expenses paid to the employee by the District and included in such settlement or award shall be reimbursed to the District. Any lump sum settlement or award, or damages other than such loss of wages and/or medical or other expenses, shall not be transferred to the District.

2. Employees who are absent from duty with pay, pursuant to this paragraph, may be required, at the discretion of the Superintendent, to file a medical report with the school medical director. When such a report is requested, the Superintendent will make a determination on the basis of said report and the recommendation of the school medical director whether pay shall be continued. In no instance, shall payments to an employee for service-connected disability exceed those provided under Compensation Law, unless the Superintendent, in his/her sole and exclusive discretion, shall authorize such payments, notwithstanding any determination by any compensation board which is at variance with the determination of the Superintendent.

3. Absences due to the communicable disease or intentional tort which have been ruled by the New York State Workers' Compensation Board to be compensable shall not be charged against the employee's accumulated sick leave days, provided that a Workers' Compensation claim has been filed, proposed, and accepted by the District. In compensation cases resulting from such illness, the weekly allowance paid the employee under Workers' Compensation will be transferred to the District.

E. Supplemental Sick Leave

1. There shall be a Sick Leave Committee, consisting of one (1) teacher designated by the Association, one (1) administrator appointed by the Superintendent, a third member selected by the other two, and the school medical director, who shall be an advisory member. Said Sick Leave Committee shall review and pass upon applications for additional sick leave days submitted by members of the Unit.

2. Applications for additional sick leave days may be made to the Committee by any member of the Unit who has suffered a prolonged serious illness or injury (as hereinafter defined), whose accumulated sick leave has been exhausted, and who has no other source of coverage such as income protection insurance,

accident and health insurance, catastrophe insurance, etc., which would provide an income equal to the teacher's salary.

3. For purposes of this Article, the term "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession. Any dispute as to whether or not an illness or injury is "serious", as used herein, shall be resolved by the school medical director. The purpose of this paragraph is to provide additional sick leave in extraordinary situations where a seriously ill or injured teacher has no other significant means of income and cannot return to work for a prolonged period of time (after accumulated sick leave credit has been exhausted) which will create a bona fide economic hardship upon the teacher. It is not intended to cover absences of a day, or several days, in excess of accumulated sick leave, or situations where there is no serious or prolonged illness or injury, or where no bona fide economic hardship exists. The Committee is authorized, however, to grant additional sick leave upon a pro rata basis where, in its discretion, it deems it appropriate to do so and such proration does not exceed the general limitations set forth herein.

4. Prior to, or no later than concurrent with, the submission of the application for additional sick leave, the teacher shall provide the school medical director with a medical report setting forth the nature of the illness/injury and the anticipated date of recovery and return to work. The Committee shall have the right to request additional medical information, if it deems such information to be necessary, as well as the right to have the teacher examined by the school medical director or a physician designated by the school medical director.

5. If additional sick leave is granted by the Committee, said additional leave shall not exceed sixty (60) days, and shall be chargeable upon the basis of one day for each day pay would have been received had there been no illness or injury.

6. There shall be a limitation of the total number of sick leave days which may be granted by the Committee to the extent that the total annual expenditures therefor for the period January 1, 1992 to August 31, 1993 shall not exceed Thirty Thousand Dollars ($30,000). Effective September 1, 1993 the total annual expenditures shall not exceed Forty Thousand Dollars ($40,000), and effective September 1, 1994 the total annual expenditures shall not exceed Forty-five Thousand Dollars ($45,000). It is understood and agreed that the inclusion of said maximum figure is to be in no way construed as a guarantee or commitment by the District that any of such monies must, or will, be expended in the designated time period. Said maximum represents only the total amount which is available in the event the Committee determines an application to be meritorious and within the purview of this Article.

7. The decision of the Committee shall be final, binding, and not subject to the Grievance and Arbitration Procedure set forth in Article XXVI of this Agreement.

F. Personal Leave

1. All full-time teachers shall be entitled to five (5) days of personal leave per school year, prorated for part-time employees. Any unused personal days shall be credited to the teacher's sick leave account at the end of the school year.

2. Teachers shall be required to notify their building principal, or his/her designee, of their intention of using a personal leave day at least five (5) school days prior to the date of the leave, except under unusual circumstances. Although reasons need not be stated by the teacher, it is understood and agreed that the purpose of this Article is to permit a teacher to attend to personal matters which cannot be accomplished during other than normal working hours.

3. Use of consecutive personal leave days, except for reasons of family illness, shall be granted only after a teacher has filed a request, in writing, with the Personnel Department stating reasons for such absence.

Requests which do not meet the intent of the use of personal leave (see 2 above) or are not filed sufficiently in advance, will be denied.

4. Personal leave days may not be taken on days immediately preceding and/or subsequent to scheduled vacations except in cases of family illness or unless authorized by the Superintendent pursuant to a valid written request submitted by the teacher.

5. In the event that schools are closed due to severe weather, or other emergency conditions, on a day when a teacher has been granted personal leave, said day shall not be deducted from the teacher's allotment if the teacher certifies in writing to the Personnel Department that the personal business for which the day was taken could not be conducted on that day because of the severe weather or emergency conditions which caused the school(s) to be closed.

G. Jury Duty

Each teacher shall be granted leave with full pay as may be necessary in order to perform jury duty. Such absence shall not be deducted from any other leave allowance. When a teacher receives a notice of call to jury duty, the individual shall notify the building principal, or designee, to that effect, on the first school day following receipt of such notice by providing to the principal a copy thereof.

H. Absence for Other Judicial or Administrative Proceedings

When a teacher is required to appear in court, or for any other judicial or administrative proceeding, leave with full pay as necessary to comply with the order shall be granted, provided the appearance is in some way connected with the professional duties and responsibilities of the teacher. Appearances which are not in the line of duty in the District will be judged on their individual merits by the Superintendent.

I. Severe Weather and Other Emergency Conditions

1. Each teacher shall receive full pay for absence due to abnormally severe weather or other emergency conditions when so certified by the principal or supervisor and approved by the Superintendent.

2. The official closing of schools by the Superintendent shall not result in loss of pay by any teacher unless such closure is the result of unauthorized absence from duty by members of the Unit or unless a teacher has been excused from duty, without pay, for the period of such closing.

3. Any teacher who is on sick leave with pay on days when schools are closed due to weather conditions or other emergencies will receive full pay for such days and will not have said days deducted from his/her accumulated sick leave allowance.

4. In the event that schools are officially closed by the Superintendent for a period of time sufficient to require an alteration in the official School Calendar for the remainder of the year to make up the time lost, no additional compensation shall be paid to any teacher for the days thereby added to the School Calendar.

J. Temporary Military Service

Teachers shall be paid full salary and other benefits for any and all periods of absence while engaged in the performance of ordered temporary military duty, and while going to and returning from such duty, as

required by New York State Military Law. If possible, written notice will be given the building principal or supervisor at least two (2) weeks in advance and simultaneously transmitted to the Superintendent. Every effort shall be made by the teacher affected by this paragraph to serve temporary active duty obligations during periods of time when school is not in session and at the request of the Superintendent, or his/her designee, such teacher shall be required to provide evidence of such effort, in the form of a written request to the appropriate military authority, to serve at a time when school is not in session. The Board agrees to intervene with the appropriate military authorities in an effort to assist the employee who is attempting to comply with this obligation. It is the intention of the parties that teachers shall not serve temporary voluntary military duty during the periods that school is in session.

K. Professional Conferences

1. Officially authorized Association delegates and/or alternates, as required, shall be granted time necessary with pay, to attend NYSUT, NYSUT Election District, Retirement, and AFT conventions, upon timely request to the Superintendent. All expenses shall be borne by the individual or the Association. Representatives of the Association, in addition to delegates and alternates, may also be excused by the Superintendent, or his/her designee, to perform official Association functions.

2. Excused absences, with pay, may be granted to any teacher to attend professional meetings, conferences and workshops, when approved by the Superintendent or his/her designee.

L. Adoption

Teachers shall be granted up to thirty (30) days of paid leave upon the legal adoption of a child. The number of paid days available for this purpose will be the number of unused personal leave days accumulated (and previously credited to sick leave) during the past ten (10) years. In those instances where a teacher requests thirty (30) days and there are an insufficient number of such days accumulated, the remaining days shall be without pay.

M. Leaves Without Pay

There shall be a District committee, consisting of one (1) teacher to be appointed by the Association, one (1) administrator to be appointed by the District, and one (1) individual to be selected by the other two, to review requests from teachers for short term unpaid leaves of absence, of up to five (5) school days, which are in compliance with the applicable Administrative Bulletin. Said leaves shall be granted only to accommodate unusual or extraordinary circumstances and limited to the extent there shall be no more than a total of forty (40) days available for leaves of this kind during any school year with the exception of Adoption Leave (Article XIV.M). Effective September 1, 1993 there shall be no more than a total of fifty (50) available days for leaves of this kind during the remaining term of this Agreement. Written request for such leaves must be submitted to the Committee at least thirty days prior to the date of leave unless circumstances make it impossible to do so.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

A. Teachers who have acquired tenure in the District may be granted leaves of absence, which shall be without loss of tenure, upon the recommendation of the Superintendent and the approval of the Board. All requests for leaves of absence shall carry affirmation of intention of the applicant to return to an assignment in the District upon the termination of such leave.

The tenure requirement shall not apply in the case of request for a military leave of absence. The Superintendent is also authorized to grant leave of absence to probationary teachers under extraordinary circumstances deemed acceptable to him/her.

B. Teachers shall make a written application for a leave of absence. Forms will be available in the principal's office. The application shall be directed to the Director of Personnel, stating the specific reason for the leave and must be filed at least thirty (30) days prior to the effective date of the leave. Teachers shall furnish whatever evidence which may be required by the Director of Personnel in support of their request.

C. Leaves of absence shall be granted for a period of one (1) year, except where leaves of longer duration are specifically permitted in other paragraphs of this Article. Special requests for periods of less than one (1) year may be granted at the discretion of the Superintendent. Teachers on leave of absence shall notify the Director of Personnel of their intention for the following school year in writing and prior to June 30th. Return to duty from extended leave of absence shall be governed by the terms of the agreed upon length of the leave. Exceptions shall be permitted when, in the discretion of the District, there are good and sufficient reasons to do so.

D. Planned leaves of absence are contingent upon the availability of qualified regular substitute teachers. Regular substitute teachers shall be appointed and their names carried in the minutes of the Board as "regular substitutes" along with the names of the teachers for whom they are substituting. Regular substitute teachers so appointed are not eligible for tenure except as provided in § 2573(1) of the Education Law.

E. The Board of Education reserves the prerogative of recalling to service any or all teachers who have been granted leaves of absence, when an emergency or teacher shortage makes such action necessary. It is understood, however, that leaves granted for personal illness, approved educational commitments, military service, Red Cross, Peace Corps, or V.I.S.T.A. service shall not be affected by this provision.

F. A teacher returning from any leave of absence may be reassigned to any vacancy within the District for which he/she is qualified by certification and experience, such assignment being the same, or substantially the same, as the position previously held.

G. For the year(s) in which a teacher is on an unpaid leave of absence, there shall be no advancement in salary with the exception noted in Article III.G.

H. All leaves of absence must terminate:

1. at least five (5) working days prior to any scheduled holiday or recess; or

2. on or subsequent to the first working day following such holiday or recess.

I. A teacher who is granted a leave of absence under the provisions of this Article shall not be eligible for any of the payments set forth in Article XIV of this Agreement while on such leave.

J. Leaves of absence may be granted for any of the following reasons:

1. Continuing Education

a. Teachers may be granted continuing education leave of absence, with or without pay, for a period not to exceed two (2) years, for purposes of education, travel, or other professional activities which, in the judgment of the Superintendent, are in the best interests of the District and the teacher involved. At the conclusion of such leave of absence with pay, a teacher shall return to service with the District for a minimum period equal to the duration of the leave. In the event of the teacher's failure to meet this obligation, such monies as have been paid to the teacher by the District while on such leave of absence shall be repaid to the District on a pro rata basis, unless the District waives repayment. This provision shall not apply when, for physical or other reasons beyond his/her control, the teacher is incapable of further service.

b. There are no restrictions on individual eligibility for continuing education leave, but there shall be a general limitation whereby no more than one percent (1%) of the total certificated staff may be on continuing education leave at any one time.

c. The Superintendent shall be guided, but not bound, by the following, in the administration of this Article:

1. As a general rule, after seven (7) or more years of service in the District a teacher may apply for and be granted a leave with (i) full pay for a period not to exceed one (1) semester; or (ii) half pay for a full school year.

2. Applicants must file a statement indicating the specific purpose for which such leave of absence is desired.

3. Grants and scholarships shall not be deductible from salary received while on such leave. Other monies may be deductible.

4. Evaluation of applications for continuing education leave of absence should be according to the following criteria:

a. educational value to the District;

b. educational value to the individual concerned;

c. type of research, study, or travel planned;

d. in cases of equally meritorious applications, length of service in the District should be the deciding factor.

5. Applications for continuing education leave should be postmarked or hand delivered to the Personnel Department not later than February 1st; the applicant should be notified of approval (or disapproval) not later than March 1st.

The February 1st date also applies to teachers desiring a one-half (1/2) year continuing education leave during the fall semester. Those applying for a one-half (1/2) year continuing education leave for the spring semester must similarly submit applications by October 1st, with notification to be made not later than November 1st.

6. Teachers on continuing education leave will receive only the salary adjustment approved in advance by the Director of Personnel after completing the leave.

In the event the purpose of a paid continuing education leave is frustrated, and cancellation of the leave becomes necessary, the following provisions shall apply:

1. Personal illness - The regular sick leave policy shall apply in the same manner as if the teacher were in active service in the District, with the exception that section E of Article XIV shall not apply.

2. Cancellation of Program - In the event of cancellation or termination of the program, the teacher shall be returned to the first available vacancy for which he/she is qualified. During the interim, if any, he/she will continue to receive full pay and benefits until such vacancy occurs, provided he/she accepts assignment to other professional duties for which he/she is qualified.

The provisions contained in the continuing education leave section shall apply only if a teacher carries out and completes in a reasonably successful manner the stated intent of such leave. Should a teacher fail to substantially comply with the details outlined in the approved application for leave, the District may require the repayment of all wages and fringe benefits paid while on leave of absence.

2. Personal Reasons

a. Any teacher, upon written request, and with the approval of the Superintendent, may be granted an unpaid leave of absence of up to three (3) years for personal reasons, including primary care for an elderly person for whom the teacher is responsible. Such personal leave shall be applied for and taken one (1) year at a time.

b. Extensions of such leave may be granted at the discretion of the Superintendent.

3. Extended Personal Illness

a. Any teacher whose personal illness extends beyond the period of accumulated and extended sick leave will, upon written application and approval of the Superintendent, be granted an unpaid leave of absence for such time as is necessary for complete recovery from such illness, up to a maximum of four (4) years. Such request for leave of absence shall be granted for up to one (1) year and must be supported by a physician's certificate. The leave may be renewed and each subsequent request for renewal shall also be supported by a physician's certificate. At the end of four (4) years, the teacher's employment may be terminated, subject to the applicable tenure provisions of the New York State Education Law.

b. Teachers returning to active teaching after such leave will, upon request, furnish the Board with a doctor's certification indicating fitness to return to full employment.

c. Teachers exhausting accumulated sick leave who are ill but do not request personal illness leave of absence may be placed on inactive status for a period not to exceed five (5) years and then dismissed for neglect of duty, subject to the applicable tenure provisions of the New York State Education Law.

4. Pregnancy

a. A teacher who becomes pregnant shall be entitled to a leave of absence of up to two (2) years, without pay or increment, up to one (1) year at a time. Application for said leave shall be accompanied by a statement from the teacher's physician confirming her pregnancy. The leave may be for a period of less than one (1) or two (2) years' duration so as to conform to the individual circumstances of each case.

b. Probationary teachers returning from maternity leave granted under this section for or within the maximum period for any one pregnancy shall be credited with the probationary period already served. Any probationary teacher returning from a leave in excess of three (3) years shall be required to serve a probationary period of at least one (1) year, regardless of the length of the probationary period already served prior to that leave.

c. If, during the period of any such leave granted hereunder the employee accepts other employment, the District reserves the prerogative of recalling the teacher to service.

5. Child Care

a. Any teacher shall be granted, upon written application, a child care leave of up to two (2) years. Such leave will be granted without pay or increment with the exception noted in Article III.F and shall be granted for periods of up to one (1) year at a time.

b. In the event that both father and mother are employed by the District there shall not be a duplication of child care and/or maternity leave, and only one (1) individual shall be granted leave at any one time. If one spouse is not an employee of the District, and remains at home to care for the infant, child care leave shall not be granted to the employee of the District, unless he/she can prove to the satisfaction of the District there are exceptional and medically compelling circumstances which require the employee to remain at home.

c. Child care leave provided for in this subsection shall also be available in cases of adoption.

d. If, during the period of any such leave granted hereunder the employee accepts other employment, the District reserves the prerogative of recalling the teacher to service.

6. Military

Military leave of absence for teachers shall be granted pursuant to New York State Military Law and any other State or Federal statutes which may apply. Such military leave of absence shall be granted to any teacher while engaged in the performance of ordered military duty while going to and returning from such duty, as provided by law, except the term "ordered" shall not include those instances where the leave is as a result of employee contrivance, whether by planned acquiescence or other means, direct or indirect, to arrange for such duty to be taken at a time when it is not actually required by the military and/or inconvenient to the needs of the District. Absence of a teacher, pursuant to this paragraph, during time of national emergency shall not constitute an interruption of continuous employment. A teacher returning from military leave of absence shall be entitled to full military service credit then allowed for salary purposes to new applicants for positions in the District. All provisions of this subsection shall be amended in accordance with any changes in Federal or State legislation which delimit any of the above provisions.

7. Peace Corps, V.I.S.T.A., Teacher Corps, Exchange, Overseas

A leave of absence not to exceed two (2) years may be granted to any teacher who joins the Peace Corps, V.I.S.T.A., Teacher Corps, or who serves as an exchange or overseas teacher on a full-time basis. When on teaching assignment under this paragraph, increments shall be earned as if there had been no break in service.

8. Illness in Immediate Family

Any tenured teacher may secure a leave of absence when sufficient evidence has been presented that an emergency exists due to illness in the teacher's immediate family. The duration of the leave may be for less than one (1) school year and may be renewed for not to exceed two (2) consecutive years provided, however, a leave of absence for less than one (1) school year pursuant to this paragraph is subject to the same limitations with respect to return to duty, as set forth in sections C and H of this Article.

9. Campaign for, or Service in, Public Office

The Board may, in its discretion, grant an unpaid leave of absence to any teacher to campaign for, serve in, or continue to serve in, a public office. Upon return from such leave this service shall be evaluated for related service credit on the salary schedule. Any determination made, however, shall be at the discretion of the Director of Personnel.

ARTICLE XVI

FREEDOM FROM NON-INSTRUCTIONAL RESPONSIBILITIES

A. The Board and the Association acknowledge the basic responsibility of a teacher is effective teaching and, insofar as it is practical to do so, the organization of the school day should reflect this objective. Although teachers may be expected to perform duties and responsibilities which are not related to teaching, per se, but are necessary for the orderly and efficient operation of individual schools, the District recognizes such duties should be distributed as equitably as the circumstances of individual schools permit. Out-of-door duties which are not related to actual teaching shall not be assigned in a manner which is inconsistent with the current practice unless unusual or special circumstances exist. In the event the Association believes the spirit and intent of this provision is being abused in any particular school, it shall have the recourse to administrative review by the Director in charge of the division in question and the right of appeal to the Superintendent.

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B. The District and the Association agree to study the problem of pupil attendance record keeping, with the objective of relieving each teacher of as much of the clerical responsibility as is consistent with adequate attendance and census administration.

C. Present efforts by the District to relieve all teachers of as many clerical tasks as practicable, including the scoring of standardized achievement tests, shall be continued. The District and the Association agree to work together to increase this effort to the extent to which relief from clerical responsibilities is consistent with sound educational practice

ARTICLE XVII

FRINGE BENEFITS

A. Payroll Deduction Plans

The District and the Association agree to study any additional payroll deduction plans which the Association desires to implement at a time mutually agreeable to both parties, if such plans can be handled on existing equipment in the District, in an economical manner, and are legally permissible. No payroll deduction initiated by a teacher shall be processed in an amount less than one dollar ($1.00) per check.

B. School Function Passes

Each teacher shall be granted, on request, a pass for school functions in the District for which admission is charged. Passes shall be available through each school office.

C. Health and Dental Benefits

1. Effective July 1, 2003, the District will provide health benefits with the following premiums:

Tiers (See 1)
Tier 1 (Up to Starting Teachers Salary) 2003-2004 2004-2005 2005-2006
Individual $14/month $15/month $16/month
Family $46/month $49/month $52/month
Tier 2- Starting Teachers to $59,999
Individual $21/month $25/month $28/month
Family $60/month $63/month $65/month
Tier 3- $60,000 and up
Individual $24/month $27/month $32/month
Family $67/month $71/month $75/month
Retirees (See 2 & 3)
Individual Medicare B Rate Medicare B Rate Medicare B Rate
Family Medicare B Rate Medicare B Rate Medicare B Rate

2. Tier placement is based on Contract Salary.

3. Retirees over the age of 65 are responsible to apply for and pay for Medicare B coverage with the Medicare B provider.

4. Retirees under the age of 65 must pay a premium cost equal to the cost of the Medicare B rate directly to the District. As the Medicare B rate changes, so will the employees' contribution to the District health Plan.

5. The District, as soon as practical, will discontinue its contract for health coverage with Univera.

6. Current d.

7. Current e.

8. Effective July 1, 2004, the Vision benefit will move to a Vision Member Trust. The District will pay $150 per employee per year.

9. Effective as soon as practical following ratification, a $5, $10 and $25 generic/brand name/non-preferred co-payment will be implemented on the District's mail order prescription drug program.

10. Effective as soon as practical following ratification the co-pay on medical provider visits will increase by $1 (one-dollar) to $6. Effective July 1, 2004, the co-pay will increase to $7. Effective July 1, 2005, the co-pay will increase to $8.

11. The current deductible is $75 for individual and $225 for family. The current emergency room co-pay is $35.

12. Retirees, who have retired after 1/1/80, must have at least 10 years of full-time service in this District to be eligible to participate in the City School District Health Plan upon retirement.

13. PET Scans will need pre-certification under the Health Plan.

14. The District will provide dental benefits as negotiated by the parties for eligible employees pursuant to the Syracuse City School District Dental Assistance Plan. With regard to the Plan, the District will assume all costs of such a program except for the following employee contributions:

Individual Coverage: $1.80

Family Coverage: $7.20

Effective July 1, 2001:

Individual Coverage: $2.00

Family Coverage: $8.00

15. Representatives of the District and the Association shall meet periodically with the District's current Benefits Plan Administrator and consultant for the purpose of agreeing on matters relative to claims administration, benefits structure, levels of contributions, and such other concerns as may be brought before the group for resolution and which are considered essential to the welfare of the program. This group shall also study and research other benefits that could be cost effective and/or beneficial to teachers.

16. For any teacher hired before July 1, 1978, eligibility shall be determined under the administrative regulations of the benefit plans and no teacher who fails to qualify under the rules of the plan shall have the benefits of the health and/or dental insurance program. Any teacher hired after July 1, 1978, must, in addition to these eligibility requirements, be employed in the bargaining unit to regularly work twenty-five (25) or more hours per week. No grievance shall be entertained, nor shall any arbitrator have the power to award redress, which would require the District to pay any health or dental insurance benefit which is disallowed by the present Plans or any successors thereto. This provision shall in no way be construed as preventing the teacher from taking such action as may be deemed necessary against the plan if the teacher feels any determination made by the plan regarding eligibility is inappropriate.

17. In the event that both husband and wife are full-time employees of the District, the rate of contribution for family benefits shall be double the individual premium contribution.

18. In the event any member of the Unit, or his/her dependent, is eligible for benefits under another health plan and receives benefits thereunder, and the current plan or any future plan of the District insurance has a

coordination of benefits provision, the District shall not be liable to make duplicate payments of benefits which have already been paid by such other plan and which the District's plan did not pay.

D. Flexible Benefit Plan

The District shall continue, at no cost to the employee, a flexible benefit spending plan pursuant to IRS regulations, with operating procedures jointly determined by the parties, and administered by Preferred Group Plans, Inc. in accordance with IRS regulations. This plan may be utilized for premium payments, deductions, co-insurance amounts, dependent care, and other unreimbursed medical expenses.

E. Retirement Plan(s)

1. Upon retirement, any teacher who is age 55 during the school year in which he/she retires, and is eligible to retire under the New York State Teachers' Retirement System, shall be granted a retirement stipend of eleven thousand dollars ($11,000) in addition to his/her final year's salary.

2. All others who retire under the terms of the New York State Teachers' Retirement System shall receive a stipend of thirty-seven dollars ($37.00) times the number of accumulated sick days in addition to the final year's salary.

F. Free Tuition in District for Children of Employees

Members of the Unit actively employed in full-time employment positions, may have their children or legal wards attend schools within the Syracuse City School District without payment of tuition regardless of the legal residence of the employee. This privilege shall be extended to all children of legal school age who have not graduated from approved high school and shall be continued unless it is determined through due process that the student's enrollment is not in his/her best interests. School assignment will be consistent with the District's regular student assignment policies. Transportation to and from school shall be the sole responsibility of the individual student's parents or legal guardian and not subsidized by the District.

G. Child Care

The District agrees to continue its current level of support toward the operation of early childhood education centers for pre-school-age children of Unit employees. Such support is contingent on enrollment sufficient to justify the center(s). Subject to the foregoing, the Syracuse Teachers Association, the District, and the pre-school provider shall enter into an annual agreement regarding the operation of the center(s) and rules and regulations related thereto.

ARTICLE XVIII

INSTRUCTIONAL SUPPLIES, MATERIALS AND EQUIPMENT

A. The Board recognizes that appropriate texts, workbooks, supplementary materials, library reference facilities, maps and globes, laboratory equipment, shop equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar supplies and equipment, are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection, quality and use of such educational tools, and the Board will promptly undertake the implementation of all joint decisions made by its representatives and the Association within the budgeted amounts appropriated therefor. The Board agrees to at all times keep the schools reasonably equipped and maintained, as provided in the annual budget.

B. Each school should have:

1. Adequate chalk board and bulletin board space in every classroom.

2. Copies, exclusively for each teacher's use, of all texts and, where available, teachers' editions and manuals used in each of the courses to be taught.

3. A dictionary appropriate to classroom needs in each classroom in grades 7 through 12.

4. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other subject material required in daily teaching responsibility.

5. Sufficient duplicating, typing, and copy equipment, kept in good operating order, and appropriate supplies for such equipment.

6.The District agrees to provide high speed, high volume (for example: Risograph) copiers for teacher use as follows:

a. For elementary schools:

1. Elementary schools with student bodies of 599 or fewer shall be provided with one (1) high speed, high volume copier and sufficient related supplies.

2. Elementary schools with student bodies of 600 or more shall be provided with two (2) high speed, high volume copiers and sufficient related supplies.

b. For middle schools:

1. Middle schools shall be provided with high speed, high volume copiers and sufficient related supplies.

C. By July 1, 1996, the District shall have available to all special education teachers a computerized program (including necessary related equipment and supplies) to assist in the preparation of Individualized Education Programs (IEP's) and other related mandated reports.

ARTICLE XIX

TEXTBOOKS AND CURRICULUM DEVELOPMENT

A. Teachers are, and shall continue to be, a major source of development and innovation in improving educational programs of the District. Changes in programs and the adoption of new educational plans shall be based upon valid educational research, when available. Teachers shall participate in the overall coordination of studies, projects, and other activities directed toward the development, improvement and implementation of such programs, toward the continuous evaluation of all programs, and toward research in pertinent educational and related areas. The Association recognizes the existence of other institutional and community resources capable of making great contributions toward these ends, and that utilization of such resources should be coordinated with the efforts of the school administration and the professional staff.

B. The Association shall be represented on every textbook and curriculum committee.

C. Subject to the regulations of the Commissioner of Education, and with the approval of the Superintendent, students may be dismissed one-half (1/2) day per month for faculty curriculum study and development and/or other kinds of continuing education. Schools are encouraged to innovate and experiment with the form such in-service shall take, and all programs conducted pursuant to this section shall be developed through faculty involvement in planning and evaluation.

D. All members of the Unit shall attend all conferences and meetings for which they are released, and shall present themselves, as assigned, when schools are closed for staff participation in professional functions. Absence from conferences and meetings shall be governed by the same rules which apply to other absence from duty. Nothing contained in this paragraph shall be construed as requiring the attendance of any teacher at a meeting which is voluntary and not required under law, regulation, or local policy.

E. Prior to September 15th, the Superintendent will issue an Administrative Bulletin detailing procedures and guidelines under which proposals may be submitted for the expenditure of monies to be used for experimental and demonstration programs. The total amount available for this program shall not exceed thirty thousand dollars ($30,000). Proposals shall be granted at the discretion of the Superintendent whose determination as to the approval and amount of any such proposal shall be final and not subject to the Grievance and Arbitration Procedure of this Agreement. This section shall not in any way be construed as a continuing obligation or commitment by the District to continue to appropriate monies for this purpose in future budgets beyond the duration of this agreement and/or a guarantee to exhaust the sum indicated above.

F. Subject to funding, the District shall provide for professional assistance, growth, and enrichment for members of the Unit through a Teacher Center governed by a Policy Board, a majority of whose members shall be teachers appointed by the Association.

G. There shall be a Professional Development Committee consisting of four (4) members appointed by the Association and four (4) members appointed by the District, who shall consider the full range of in-servicing in the Syracuse City School District including, but not limited to, the District's current in-service program and other courses presented thereunder, the manner in which the existing Superintendent's Conference Days and half-day workshops can be made more effective, more productive in-school activities and individual faculty in-servicing, and any other matters relating to professional development. Members of this committee shall also be members of the Teacher Center Policy Board. They will act, in the tasks outlined here, as a subcommittee of that Board.

ARTICLE XX

BUILDING FACILITIES

A. Each school should have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

3. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area. Responsibility for furnishings is that of the Board.

4. A separate desk with lockable drawer space for every teacher in the District.

5. For each teacher regularly assigned to a school building, a desk or other equivalent facility for his/her personal use, as close to his/her teaching station as practicable; it is understood, however, such desk or equivalent facility may be temporarily used by another teacher who is using that particular teaching station.

6. As soon as feasible, a communication system through which teachers can communicate with the main office in the building from their classrooms shall be installed in all buildings.

7. Well-lighted, clean, teacher restrooms, with assurance of privacy.

8. Suitable closet space for each teacher to store coats, overshoes, and personal items.

9. Teachers shall have access to a school phone in each building. It is understood and agreed that the purpose of this paragraph is to permit a teacher to attend to school business or personal matters which cannot be accomplished during other than normal working hours.

B. The facilities and utilities of each school building should be maintained in a safe, healthful, and sanitary condition. In those situations where it is necessary to utilize leased facilities the District will maintain such conditions insofar as it is able to do so.

C. It is the policy of the Syracuse City School District to provide a safe and healthy work environment for all employees and to comply with all local, state and federal statutes, guidelines, and regulations relating to the work environment and infection prevention and control. In so doing, it shall continue to effectuate and implement regulations promulgated pursuant to the Occupational Safety and Health Act (OSHA) and the New York State Public Employee Safety and Health Bureau (PESH), as amended from time to time, with regard to the general issue of infection control and those measures to be taken to prevent and treat the various forms of infection to which employees may be exposed.

The District's Health and Safety Committee will meet regularly to discuss health and safety issues. The District will develop a standard form for reporting health and safety concerns and issues to the District's Facilities Department. The Facilities Department shall promptly address such issues and concerns. The Facilities Department shall also share the reports, and the actions taken, with the District's Health and Safety Committee.

D. The Board should provide free parking for teachers at all schools.

ARTICLE XXI

SUMMER SCHOOL AND ADULT EVENING SCHOOL

A. Summer School

1. Insofar as practicable, no summer school position shall be filled by a teacher not regularly employed by the District if there is an equally qualified applicant for such a position who is regularly employed by the District.

2. A Syracuse teacher who has filled a summer school position and performed satisfactorily as shown in the formal performance appraisal, which shall be filed in the Personnel Department by the summer school principal, shall have priority consideration for appointment to any position for which he/she is qualified by virtue of summer school experience and certification. It is also understood, however, every effort shall be made to appoint only the best qualified candidate for each position.

3. Insofar as possible, notification of summer school courses to be taught shall be sent to all schools in the District by February 15th. Such notification shall be made by means of publication in an official School District communication. Said communication shall be distributed to each building and promptly posted by the District on the faculty bulletin board. The weekly Administrative Bulletin published subsequent to the above notice shall contain a statement to the effect the list of summer school courses has been distributed to each school and identify the deadline for submitting applications.

4. Application forms for summer school positions shall be sent to all schools by February 15th.

5. The last date for submission of completed application forms for summer school positions shall be March 15th. Notification of this date will be made in accordance with subparagraph 3, above. In addition, this deadline date shall be shown on the School Calendar.

6. Whenever practicable, notification of provisional employment shall be sent not later than April 15th to those teachers to be recommended for appointment. For purposes of this Paragraph, provisional employment means appointment to a position contingent upon enrollment in the course at a minimal level required for that course to be offered. A provisional appointment shall terminate if the appointee resigns his/her regular position in the District. All applications for summer school shall carry a statement of the teacher's intent to return to the District the following September. Once a summer school assignment has been accepted, the teacher shall immediately withdraw any application for other positions which may be active at the same time and shall not initiate application for any other summer employment subsequent to accepting appointment to summer school. Exceptions to this paragraph may be made with the approval of the Superintendent when, in his/her judgment, such exception is in the best interests of the District.

7. When the number of applicants for summer school positions exceeds the number of positions available, the best qualified applicant shall be selected.

8. In selecting new summer school teachers, the administration shall consider the teacher's area of competence, major and/or minor field(s) of study, teaching performance, record of attendance, years of service in the District, and the number of prior applications for summer school positions.

9. In the event summer school is officially closed by the Superintendent, and a session or sessions require rescheduling, no additional compensation shall be paid to any teacher for the hours worked as a result of said rescheduling.

10. Summer school teachers who are regularly employed by the District shall be allowed to use one (1) day of previously accumulated sick leave during each summer of summer school employment.

B. Adult Evening School

1. Insofar as practicable, no adult evening school position shall be filled by a teacher not regularly employed by the District if there is an equally qualified applicant for such a position who is regularly employed by the District.

2. A Syracuse teacher who has filled an adult evening school position and performed satisfactorily, as shown in the formal performance appraisal which shall be filed in the Personnel Department by the adult evening school principal, shall have priority consideration for appointment to any position for which he/she is qualified by virtue of adult evening school experience and certification. It is also understood, however, every effort shall be made to appoint only the best qualified candidate for each position.

3. Adult evening school teachers whose classes do not meet because of emergency administrative decisions shall be paid for those evenings when they did not teach because of an emergency.

4. In the event adult evening school is officially closed by the Superintendent and any session or sessions are rescheduled, no additional compensation shall be paid to any teacher for the hours worked as a result of said rescheduling.

5. In the event the Superintendent, pursuant to the terms of this Agreement, grants an excused absence with pay to an evening school teacher who also teaches in day school, such teacher shall receive both day school and adult education pay for the period of the paid excused absence provided, however, the fact he or she was scheduled to teach in evening school was made clear to the Superintendent in the teacher's written request for a paid excused absence from day school.

C. Special Summer School and Night School Committees

Two (2) separate committees shall be established to study the summer school and the adult evening school needs. Each committee will be composed of three (3) teachers and not more than three (3) administrative personnel. They shall study all aspects of the evening and summer school programs including, but not limited to, course offerings, discipline, minimum attendance requirements, and calendar.

1. The committees will recommend proposals for strengthening the evening school and summer school operations.

2. Recommendations will be made to the Association and the Superintendent.

ARTICLE XXII

ASSOCIATION AND BOARD RIGHTS

New Section - The Superintendent will establish/continue the following Task Forces: the High School Task Force; the Middle School Task Force; the Elementary School Task Force and the Curriculum Task Force. The Task Forces shall be structured in the following manner:

• Members of the task forces will be selected jointly

• Unit members will be paid hourly (Extension of Service Rate) for meetings and such other services as agreed upon.

• There will be a specified scope of work and timelines, including maximum number of hours established by the Superintendent.

The Professional Development Subcommittee of the Teachers Center Policy Board will meet Decision making will use a "Preferred Consensus" model. In the event that the group fails to reach consensus the Superintendent or his/her designee and the union president will hear the issues. If they fail to reach an agreement, the Superintendent shall make a final decision.

A. The principal of each school shall meet regularly with the Association Building Committee to discuss school operations and questions relating to the implementation of this Agreement. These meetings shall be held during non-instructional time and, if held during the regular school day, shall not result in loss of pay to the teachers. Any meeting of the Association Building Committee shall not take place during a teaching period of a member of the committee except in the event of an emergency. The Association Building Committee shall consist of two (2) Unit 1 members, and one (1) member from Unit 1 or any other STA bargaining unit in each school, selected or appointed in a manner to be determined by the Association, to represent the Association in that school. Proposed changes in existing building policies and procedures, staffing ratios, and new policies and procedures for each school shall be appropriate subjects for discussion

at such meetings. Any changes in such policies and procedures shall be consistent with the terms of this Agreement.

B. The President of the Association shall have no teaching or extracurricular assignments but shall retain the option to teach a minimum of one (1) instructional period. When it is necessary for the President of the Association or a designee to engage in Association activities directly related to Association representation of teachers which cannot be performed other than during school hours, the President or a designated representative may, after consultation with the Superintendent or a designee, be allowed to visit schools to investigate working conditions, teacher complaints, problems, or for other purposes relating to Association affairs. Upon the arrival of the President or a representative at any school, the principal, or a representative, shall confer with the President in order to facilitate the purpose of the visit. Whenever possible, the President shall give advance notice of a visit, and, on arrival, report his/her presence to the office.

C. Whenever representatives of the Association are mutually scheduled by both parties to participate during working hours in conferences, meetings, or collective bargaining negotiations, they shall suffer no loss of pay.

D. The Association shall be given an opportunity at building faculty meetings to present reports and announcements, but no teacher shall be required to remain for that portion of the meeting.

E. The Association shall be given an opportunity to schedule a (1) hour meeting for all new teachers during the orientation program. No other activities shall be scheduled during this period. The Association shall be provided with a mailing list of new teachers as soon as possible, as well as, upon request, a supplemental monthly list. The Association and District will jointly plan a new teacher orientation to be held prior to the beginning of the school year.

F. When new projects or proposals are developed, they should conform with provisions of the existing Agreement. Where required for purposes of obtaining project approval by State or Federal agencies to draft a proposal which has provisions inconsistent with the existing Agreement, the proposal shall be submitted to the Association for review prior to final submission for funding. Any member of the Unit employed to work under the terms of such a proposal shall execute a Memorandum of Understanding, which shall be provided by the Board and clearly set forth exceptions to the Agreement under which they will be working, prior to his or her official appointment to the position in question. The Association shall be provided with copies of all such Memoranda, when executed.

G. Pursuant to the applicable provisions of the New York State Education Law, any regularly assigned teacher who desires to terminate his/her services shall file a written notice of termination with the Superintendent at least thirty (30) days prior to the date of such termination of services.

H. Continued employment by the District implies good physical and mental health. The Board reserves the right to require personnel to present satisfactory reports on the status of their mental and physical health, pursuant to § 913, or any other applicable provision, of the Education Law.

ARTICLE XXIII

TEACHER-ADMINISTRATOR LIAISON

A. Except in emergency situations, teachers shall be notified of faculty meetings at least twenty-four (24) hours in advance. The agenda shall be available and given to the teachers when a faculty meeting is called.

B. Teachers' salary checks and payroll documents shall be contained in a sealed envelope and distributed in a manner which assures privacy, security, and confidentiality.

C. Charitable contributions collected from teachers shall be purely voluntary, enclosed in a sealed envelope, and delivered without being opened, to the office of the involved institution for accounting and recording purposes. Charitable contributions shall not be a matter of school record.

D. Principals may establish any appropriate means for recording the presence of each teacher each day, but teachers shall not be required to record their exact time of arrival or departure.

E. All schools shall establish and enforce a pass system for visitors. No teacher should be interrupted during regularly scheduled teaching periods to confer with a parent or by any visitor, except in unusual or emergency situations and then only with the authorization of the principal.

F. Representatives of the Association shall meet with the Superintendent and such other administrators as he/she may designate, according to a schedule mutually agreed upon, to review and discuss current school problems, practices, and the administration of this Agreement.

G. The Association shall be furnished with twenty-five (25) copies of the School District Directory

H. The Association will, upon written request, be furnished with the names and addresses by school of members of the Unit. The District is currently developing a program to identify changes in names and/or addresses as they occur. When such a capability is available the Association shall be promptly notified of any such change.

I. 1. A minimum of three (3) years' teaching experience may be required for a teacher to qualify to have a student teacher unless an exception is authorized by the Personnel Department. Special authorization from the Personnel Department is required for any teacher to have more than one (1) student teacher in a school year.

2. In those instances when university course vouchers are made available to the Syracuse City School District, the disposition of these vouchers shall be determined through a procedure and criteria jointly agreed to by the Association the District.

ARTICLE XXIV

USE OF SCHOOL FACILITIES

A. The Association will have the right to use school buildings for meetings, without cost and at reasonable times. The Association will pay for additional custodial costs involved and apply for a permit through the Business Office.

B. There will be at least one (1) bulletin board in each school building for the exclusive use of the Association.

C. The Association may use the school mail service and teacher mailboxes for communications. Announcements of meetings, when required by the Association, shall be listed in the weekly Administrative Bulletin.

D. Use of school equipment will be permitted as long as this does not interfere with the instructional program. It is understood the Association will pay for all supplies in connection with the use of such equipment, and assume full and complete responsibility for the repair and/or replacement of any equipment damaged as a result of such usage.

E. No organization representing, purporting to represent, or seeking or attempting to represent the teachers in the Unit shall have the use of any bulletin board or the school communication media other than the Association, except during periods of challenge of the representation status of the Association as provided by law.

ARTICLE XXV

DUES DEDUCTION

A. Dues deductions, as provided in Article II.A.1.c., will be made for members of the Association in accordance with the conditions set forth in an annual memorandum to the Association at the beginning of each school year.

B. The District shall deduct from the salary of employees in the bargaining unit who are not members of the Association an amount equivalent to dues levied by the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association hereby affirms it has adopted the procedure for refund of agency fee deductions as required in § 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.

C. Consistent with, and as set forth in Article XVII.A, and when properly authorized in writing by the teacher, payroll deductions shall be made by the District for any one or more of the following: Credit Union, Payroll Savings, Tax Sheltered Accounts, United Way/Combined Health Appeal, VOTE/COPE, NYSUT Benefit Trust, Savings Bonds, Little Apples Child Care, and any others which the parties mutually agree upon in writing.

ARTICLE XXVI

GRIEVANCE PROCEDURE

A. Declaration of Purpose

The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may be presented free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its employees are afforded adequate opportunity to dispose of their differences by procedures available within the District.

B. Definitions

1. For the purpose of this Agreement, and except as hereinafter set forth in Article XII-J, a "grievance" shall be defined as a dispute or controversy involving the interpretation and/or application of the express terms of this Agreement. It is understood and agreed that this Article shall not be a substitute for any other appropriate action or conditions of this agreement. However, in the event any employee elects to invoke such alternative statutory relief it shall be considered to be a waiver of the right to grieve under this Article.

2. "Supervisor" means any Supervisor including building administrators responsible for the area in which a grievance arises, except for the Superintendent.

3. “Superintendent” means the Superintendent of Schools.

4. “Association” means the Syracuse Teachers Association.

5. “Representative means a representative of the Syracuse Teachers Association.

6. “Aggrieved party” means any employee(s) in the Unit filing a grievance.

7. “Party in interest” means the Grievance Committee of the Association and any party named in a grievance whom is not the aggrieved party.

8. “Hearing Officer” means any individual or board charged with the duty of rendering decisions at any stage on grievances. The hearing officer, at all times, shall have the right to question witnesses.

9. “Days” means school days under this Article.

C. Procedures

1. All grievances shall be filed in accordance with the form attached as Appendix E. If events or conditions affect a group of employees, the Association may choose to file a consolidated grievance. If a number of grievances arise which contain common questions of fact, they may be consolidated and processed as one grievance, except where such consolidation may prejudice the rights of any party.

2. The preparation and processing of grievances, insofar as practicable, shall be conducted during hours of employment. All reasonable effort will be made to avoid interruption of work and/or involvement of students in any phase of the Grievance Procedure. There shall be no extra pay to any employee for time spent in preparation and processing of a grievance during non-school hours.

3. The Board and the Association agree to facilitate any investigation, which may be required, and to make available material and relevant documents, communications, and records concerning the grievance.

4. The grievant and Association shall have the right to be heard at all stages of the grievance process.

5. All documents, communications, and records dealing with the processing of a grievance, shall be filed separately from the personnel files of the participants, except for the award of settlement when applicable to the employee.

6. Nothing contained herein will be construed as limiting the right of any employee to discuss any matter informally with any appropriate member of the Administration and having the matter informally resolved without recourse to the Grievance Procedure, provided that such resolution shall not create a precedent binding upon the parties in similar matters.

7. The Superintendent or his/her designee 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 or testimony, as the case may be, written arguments and briefs considered at all stages. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Association, and the Board, but shall not be deemed a public record.

8. Nothing contained in this Article or elsewhere in the Agreement shall be construed to permit the Association to present, process, or appeal a grievance involving discipline of the employee on behalf of any employee without his/her consent.

D. Time Limits

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

2. No written grievance will be entertained, and will be deemed waived, unless forwarded at the first available stage within thirty (30) school days after the teacher knew, or should have known, of the act or condition on which the grievance is based.

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

5. If a grievance is filed within sixty (60) days prior to the end of a school year, the parties shall condense the grievance to provide for the completion of all pre-arbitration stages prior to the opening of school.

E. Stages

1. Stage 1 – Supervisor

a. An employee and/or his/her representative shall informally discuss the grievance with the supervisor within the thirty (30) day time limit. The Supervisor shall propose a resolution or deny the grievance within five (5) days.

b. If the grievance is not resolved informally, it shall be reduced to writing and sent to the Supervisor within ten (10) days. Within five (5) school days after the written grievance is received, the Supervisor shall render a written decision to the employee and Association representative.

c. If the grievance involves a claim to which the supervisor has been informed and which the supervisor lacks the authority to resolve, it may be brought directly to Stage II.

2. Stage 2 – Superintendent

a. If the grievance is not resolved at Stage 1, the Association may appeal to the Superintendent within ten (10) days after receipt of the decision from the Supervisor.

b. Within fifteen (15) days after receipt of the appeal, the Superintendent, or his/her representative, shall meet with the Association to review the relevant facts and circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting.

c. The Superintendent of his/her designee shall render a written decision to the Association within fifteen (15) days after the conclusion of the meeting

3. Stage 3 – Board of Education

a. If the grievance is not resolved at Stage 2, the Association may appeal the grievance to the Board of Education within ten (10) days of receipt of the Superintendent's (or designee's) decision. Within twenty (20) days of the receipt of the appeal, a Subcommittee of the Commissioners shall meet with the Superintendent (or designee) and the Association representative to review the relevant facts and

circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting. The Subcommittee shall have the right to have Board Counsel in attendance.

b. Within fifteen (15) days of the meeting, the Subcommittee of Commissioners shall render a written recommendation to the Superintendent and to the Association.

c. Grievances involving termination of probationary appointments, grants of tenures and/or commencement of discipline or discharge of tenured/permanent employees shall not be subject to Stage 3, but may be moved directly to Stage 4 when applicable.

4. Stage 4 – Arbitration

a. A grievance which is not resolved at Stage 3 may be submitted by the Association to an arbitrator for decision. Notice of Demand for Arbitration shall be filed with the American Arbitration Association (AAA) within ten (10) days after receipt of the decision of the Superintendent or, where no decision has been issued as provided herein, three (3) days following the expiration of the time limits specified.

b. Upon receipt of a list provided by the AAA, the parties will attempt to mutually designate an arbitrator, and will obtain a commitment from said arbitrator to serve. In the event that the parties cannot agree on an arbitrator from the first list submitted by the AAA, the parties shall follow the procedure set forth by the AAA for the designation of the arbitrator.

c. If the parties mutually agree, an effort may be made to select an arbitrator other than from the AAA under circumstances where complex educational issues are involved and where technical professional compliance in education seems to both parties essential to a resolution of the dispute.

d. The selected arbitrator shall hear the matter promptly and issue a decision in accordance with the rules of the AAA. The arbitrator's decision shall be in writing and set forth findings of fact, opinion and conclusions on the issue(s) submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of this Agreement, be limited to the issues or issues submitted for arbitration, and shall be without power or authority to make any decision:

(1) contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law or rules and regulations having the force and effect of law;

(2) involving Board discretion or Board policy under the provision of this Agreement, under Board bylaws or under applicable law, except the arbitrator may decide in a particular case based on a provision of this Agreement involving Board discretion or Board policy, whether the Board applied such discretion or policy in a manner which is arbitrarily or capriciously inconsistent with the general practice followed throughout the District is similar circumstances; or

(3) limiting or interfering in any way with the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.

e. The decision of the arbitrator, made in accordance with the jurisdiction and authority under this Agreement, shall be final and binding.

f. The Board agrees it will apply the decision of an arbitrator sustaining a grievance to all substantially similar situations which occur under the contract provision(s) at issue. The Association agrees it will not initiate or continue or represent any teacher in any grievance which is substantially similar to one which has been denied by the decision of an arbitrator.

F. General Provisions

1. The Association and the Board shall share all costs arising out of the administration of this Article beyond Stage 2 equally.

2. The formal rules of evidence shall not apply in the administration of this Article.

3. Any party in interest may receive a copy of any record made at any stage of the Grievance Procedure upon written request and by paying for the cost of reproduction. No full transcript may be required at any stage of this procedure, with the exception of the arbitration stage. The decision as to the nature of the record kept at the arbitration stage shall be at the discretion of the arbitrator. The Association at Stage 2 may file no grievance if it is resolvable at Stage 1. The Association shall not have the right to process such a grievance beyond Stage 1 without exhausting the remedies available at Stage 1.

4. All parties in any way involved in the processing of a grievance shall have the opportunity to enter into the record any claim of error in the minutes, as provided in subsection C.12 of this Article.

5. The time limits specified in this Article shall commence at the normal hour for the opening of business on the business day next following the event or occurrence, which caused the time period to begin.

6. The Association has the right to initiate or appeal a grievance involving alleged violation of the express terms and conditions of this Agreement.

7. Any grievance based on a complaint that a teacher's salary has been miscalculated, or that the teacher has been denied salary payment to which the express terms of this Agreement entitle him/her, shall be filed directly with the Assistant Superintendent for School Services, or his/her designee, and shall next be appealed to the Superintendent. In such cases, the provisions of the general procedures relating to Stage 1 shall apply to the presentation and adjustment of the grievance at the level of the Assistant Superintendent for Support Services. The time limits and other requirements established for all other grievances shall apply in such cases with the exception, however, that if an Association representative of the teacher processes the grievance, or an attorney when the grievance is in the arbitral stage, the teacher need not be present at any conference. The provisions of this Article relating to Stage 2 shall apply to any appeal to the Superintendent from a decision of the Assistant Superintendent for Support Services.

8. In the event a dispute arises in which the Superintendent or the Board alleges the express terms of this Agreement have been violated by a teacher, a group of teachers, or the Association, the Board may in its discretion initiate a grievance with the teacher, group of teachers, or Association, as the case may be, or pursue any other available remedy. In such cases, when the Board elects to file a grievance with the Association or a teacher or group of teachers, the provisions of the general procedures relating to Stage 1 shall apply to the presentation and adjustment of the grievance at the level of the teacher, group of teachers, or the Association, as the case may be. If the grievance is not resolved, the Board or the Association may refer the matter to arbitration, subject to all of the express procedures, time limits, and other provisions relating to arbitration contained in this Article, or elsewhere in this Agreement.

9. It is the intention of the parties to provide for representation of any teacher individually or by Association representative, except when otherwise provided by law. Consequently, an officer, agent, or member of a competing teacher organization may represent no party in interest at any stage of the Grievance and Arbitration Procedure. When the Association does not represent a teacher, the Association shall have the right to be present and to state its view at all stages of grievance processing.

ARTICLE XXVII

GENERAL

A. This Agreement shall constitute a statement of 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 as signified by a written and signed amendment to this Agreement. Anything not explicitly stated in this Agreement is deemed and understood not to be part of the Agreement which shall be understood to be a complete statement of all commitments the parties have made to each other. At any time during the duration of this Agreement additional matters not covered by this Agreement, as well as any matter covered by this Agreement, may be discussed if both parties agree in writing to such a discussion. Any agreements arising out of such discussions shall be committed to writing and appended to this Agreement as amendments hereto after written notice of ratification by both parties has been submitted, one to the other. Any right or privilege not specifically delegated or granted to the Association is understood by both parties to remain the prerogative of the District. This provision shall in no way be construed as a limitation on the right of either party to reopen negotiations, as provided in Article XXVIII (Duration).

B. The Board agrees to take such action as is necessary to amend or repeal any rules, regulations, or practices in the District or individual schools which shall be contrary to, or inconsistent with, the terms of this Agreement. The Board further agrees to take such action as is necessary to make the provisions of this Agreement official policy of the District.

C. Any individual arrangement, agreement, or contract, hereafter executed between the Board and any member of the Unit shall be expressly made subject to, and consistent with, the terms of this Agreement. If an individual arrangement, agreement, or contract, contains any language inconsistent with this Agreement, this Agreement shall be controlling, except as otherwise provided in Article XXII.F.

D. Copies of this Agreement shall be printed at the shared expense of the District and the Association, and a copy given to each teacher. New teachers shall be given a copy within two (2) weeks of their employment.

E. In the event any article or section of this Agreement shall be determined by a court of competent jurisdiction to be null, void, or unenforceable, such decision shall not affect any of the other provisions of this Agreement which shall continue in full force and effect.

F. No teacher shall suffer any professional disadvantages by reasons of his/her membership in the Association, or participation in its lawful activities.

G. If negotiating sessions between the District and the Association are scheduled during a school day by mutual agreement, representatives of the Association, in number not to exceed eight (8), will be relieved from all regular duties without loss of pay and as necessary in order to permit their participation in such meetings. A Faculty Representative, member of the Grievance Committee, or other representative designated by an aggrieved teacher to attend a grievance hearing during a school day will, upon timely notification to the Superintendent, be released without loss of pay and as necessary in order to permit participation in a formal grievance proceeding. A substitute teacher will be assigned, when possible and necessary, to cover all duties of said teacher. The aggrieved teacher, and any other teacher appearing in a grievance hearing as a witness will be accorded the same right.

H. The Association will be provided with fifteen (15) copies of minutes of official Board meetings as soon as possible after such meetings. The present system of mailing Board meeting minutes to individual schools will be maintained.

I. The Association with be provided with five (5) copies of the Policies and Regulations of the Board of Education of the Syracuse City School District, and with a like number of any changes or amendments.

J. In the event that during the term of this Agreement a decision is made by the Board of Education, and approved by the New York State Department of Education, to change the composition of the Syracuse City School District by means of merger, consolidation, or subdivision, and the Association can establish and document to the satisfaction of the District it represents a majority of employees in the appropriate bargaining unit in the enlarged District or in any of the subdivisions which are created (if such be the case), then this Agreement shall continue in full force and effect for the enlarged District or any subdivision where a majority can be established, as the case may be. Should such a merger, consolidation or subdivision occur, the District recognizes the desirability of maintaining its current work force and its intention shall be to retain current staff subject, however, to the requirements of the transaction and the best interests of the District.

K. n the event that during the term of this Agreement the implementation of any negotiated economic or fringe benefit is prohibited by the imposition of State or Federal controls, either party shall have the right to reopen negotiations for the sole purpose of resolving how the funds allocated for such economic or fringe benefit are to be utilized in a manner which shall be consistent with the intention of the parties and existing law.

L. Should any future energy crisis result in the District taking action which affects the terms and conditions of employment of members of the bargaining unit, the District agrees that insofar as it is possible to do so, it shall first notify the Association of the action to be taken and meet with them to negotiate the effect such action will have upon members of the bargaining unit.

APPENDIX A

SALARY

2002-2003 Salary Schedule | 2003-2004 Salary Schedule | 2004-2005 Salary Schedule | 2005-2006 Salary Schedule

A. Current Employees – Unit 1

1) Effective July 1, 2002 - Unit 1 employees other than those listed in Number 2. will be placed on the salary grid in accordance with the number of years of credited service and the number of salary credits with the exception of the pay adjustments referred to in the "Memorandum of Agreement in Salary and Adjustments."

2) One-half of retroactive compensation for the 2002-2003 School year will be paid within 90 days of ratification of this Agreement. The other half of retro will be paid by August 31, 2004. If the District receives its NYS Aid later than is usual or customary, the retro may be delayed to December 31, 2004. If a delay occurs based on circumstances other than those noted above, the District will pay members 2% annual interest compounded monthly from September 1, 2004 until payment occurs. Current employees, retirees, and employees, who were laid off before the date of the pay-out of retro, will receive the retro pay. Employees who resigned or were terminated (other than through layoffs) before the date of the pay-out of retro will not receive retro. Retro will be paid in a separate check at the lowest legally allowable tax rate. No retro payment will exceed $2600 (except for employees retiring prior to 9/1/03, who shall receive full retro).

3) Salary credits and longevity will be as listed on schedules, and degree stipends will be added to compensation on salary grid. Employees who have more years of credited service than appear on the salary grid (off-step) will receive a 4% raise with the exceptions of the pay adjustments listed below. Employees who are "off-grid" may continue to move across columns with additional salary credit.

4) Effective July 1, 2003, all employees will advance one step on the salary grid on their respective anniversary date with the exception of pay adjustments listed in the "Memorandum of Agreement in Salary and Adjustments." Payment of the advancement will commence on February 1, 2004.

Retroactive compensation for September, 2003 through January, 2004 will be paid by October 1, 2004. Current employees, retirees and employees who were laid off will receive the retro pay. Employees who resign or are terminated (other than through layoffs) before the date of the pay-out of retro will not receive retro. Retro will be paid in a separate check at the lowest legally allowable tax rate.

Salary credits and longevity will be included on schedules, and degree stipends will be added to compensation on salary grid. Employees who have more years of credited service than appear on the salary grid (off-step) will receive a 4% raise. Employees who are "off-grid" may continue to move across columns with additional salary credit.

5) Effective July 1, 2004, all employees will advance one step on the salary grid on their respective anniversary dates. Salary credits and longevity will be included on schedules, and degree stipends will be added to compensation on salary grid. Employees who have more years of credited service than appear on the salary grid (off-step) will receive a 4% raise.

6) Effective July 1, 2005 and thereafter, all employees will advance one step on the salary grid on their respective anniversary dates.

Degree stipends and longevity will be as listed on schedules, and will be added to compensation on salary grid. Employees who have more years of credited service than appear on the salary grid (off-step) will receive a 4% raise. Employees who are "off-grid" may continue to move across columns with additional salary credit.

B. Current Employees – Adult Education (moving into Unit 1)

1) Adult education positions entering into Unit 1 with the ratification of this contract, will be placed in the first column of the salary schedule for the duration of this contract. There will be no movement across columns.

2) Effective July, 1, 2002 - Step placement will be based on their seniority date with the SCSD. (Exception: Retired teachers who return to teach in Adult Education Programs will be credited only with the seniority spent in that program.)

3) Retroactive compensation for the 2002/2003 school year will be capped at $2600 for all adult education positions.

4) Effective July 1, 2003, Adult Education members will move one step on anniversary date. Adult education members hired after 7/1/03 will have their raises capped for the year 2003/2004 at $2600 ($28,369 for full time).

5) Effective July 1, 2004, Adult Education members will move one step on anniversary date.

6) Effective July 1, 2005, Adult Education members will move one step on anniversary date.

7) The full time equivalent for adult education positions entering Unit 1 is based on a 35 hour work week. Part-time salaries will be prorated by the number of hours worked/week divided by 35 hours. (Example: a person working 10 hours/week equals 10/35 FTE = .29 FTE.)

Adult education positions existing in Unit 1 prior to this contract will continue to be prorated as in the past. (Example: Parent Liaisons work the secondary school schedule.) Adult educators hired from this date forward will be hired on the basis of a thirty-five (35) hour work week.

8) Adult education members will be offered insurance benefits if they work at least 25 hours per week.

9) When adult education members work beyond their regularly scheduled day, they will be compensated at the extension of service rate of $23.32. However, if they consistently work above hours assigned, the SCSD will review and adjust salary.

10) When adult education members are required to work during the summer (either 11 month or 11.5 months), they will be compensated by salary prorated for the extra month or month and one-half. If adult education members are not required to work, and voluntarily work in a reduced hour program such as the summer GED program, they will be paid the summer rate of $31.50.

11) Salary changes will be implemented as soon as possible. Retroactive compensation will be paid on the schedule listed above in Section

A. However, if the SCSD has funding available for use in this years budget to pay retroactive compensation, the SCSD may chose to do so.

B. New Employees – New hirees will be initially placed on the salary grid at a step commensurate with their experience credit (as noted in District procedure) and placed on column commensurate with the number of documented credit hours approved by the SCSD.

Please read the information below regarding the Salary Schedules.

Unit 1 members with less than 26 years of credited service will all use the salary grid to determine their salaries. Unit 1 members with less than 26 years of credited service will be referred to as on-grid. Most

school districts in our region use a salary grid of some kind. You can compare salaries of teachers in different school districts by comparing salary grids.

The salary grid will consist of 26 rows for 0, 1, 2, 3, and so on through 25 years of credited service. The grid will also have 19 columns for accumulated graduate and inservice education. The rows in the salary grid will be called steps. The columns in the grid will be called pay columns.

Steps in the salary grid are determined by the number of years that a Unit 1 member has completed. A Unit 1 member in his or her first year of service has "0 years" of credited service, a member in his or her second year of service has "1 year" of credited service, and so on. Therefore, your step is one year less than your years of completed service.

Pay columns in the salary grid are determined by the number of graduate and approved inservice hours that a Unit 1 member has completed. Each pay column shows the salary credit for a block of 6 graduate or inservice hours.

given
Please note that step movement is automatic, but a Unit 1 member must submit documentation of graduate or inservice education for pay column movement.

The salary grids proposed in this contract include built-in longevity increases to reward continued service. The built-in longevity increases are $500 at 3 years, $500 at 8 years, $600 at 15 years, $700 at 20 years, and $700 at 25 years. Since the longevity increases are built-in, they are awarded automatically.

Unit 1 members will also received a stipend for advanced degrees. There will be degree stipends for a Masters degree, a Certificate of Advanced Studies (CAS), or Doctorate degree. The amounts of the degree stipends will be phased in over the years of the contract and will be fully in force in 2005-2006. The proposed salary agreement also provides a separate stipend for any Unit 1 member who earns a National Board Certification. These stipends will be added to the amounts found in the cells of the salary grid.

When a Unit 1 member completes 25 years of credited service, the member will move off-grid and a negotiated percentage increase will be added to the member's base salary. Base salary is the member's contract salary including current and future stipends and salary credits for graduate or inservice credits

APPENDIX B EXTRACURRICULAR ACTIVITIES
The extracurricular activities listed below shall be held at the end of the normal school day, and shall be performed above and beyond the normally assigned teaching load, in order to qualify for the extra pay listed below. Appointments to extracurricular positions are subject to annual review and must be approved by the Executive Deputy Superintendent for School Services and confirmed by the Board prior to assignment to such duty. The salaries specified for each position are stated as the full dollar amounts payable for the function being performed. In instances wherein more than one individual is assigned to an extracurricular music position, that amount in the schedule shall be prorated accordingly.

	Effective 7/1/01	Effective 7/1/03	Effective 7/1/04
	5 Yr. Rate*		
1.	Music		
Host of All-City Music Festival	$ 634		

$666
$678

Manager of one All-City Performing Group
$ 554
$582
$593

Accompanist for one All-City Performing Group
$ 237
$249
$254

Chorus/Voice Ensemble
$ 500
$525
$535

One individual serving as both host and manager will be paid host fee plus
$ 199
$207
$213

Summer Band Director
$1,584
$1663
$1695

Marching Band Director -Fall term (football, limited community functions)
$1,584
$1663
$1695

Marching Band Director - Fall term (middle, elementary community functions only)
$ 673
$707
$757

Marching Band Director - Spring term (community functions only)
$ 673
$707
$757

PEP Band Director - perform at all home basketball games
$ 673
$707
$757

Stage Band Director
$1,584
$1663
$1695

2. Drama

Director - per major production

$1,965
$2063
$2103

Music Director
$1,099
$1154
$1175

Stage Set Designer
$ 588
$617
$629

3. Other

Senior High Yearbook Advisor
$1,965
$2063
$2103

Middle School Yearbook Advisor
$ 588
$617
$629

School Newspaper Advisor (minimum 5 issues)
$ 489
$509
$523

Literary Magazine Advisor
$ 588
$617
$629

Color Guard
$1,000
$1050
$1070

Majorettes
$ 500
$525
$535

Dance Ensemble
$ 500
$525
$535

Science/Math/Academic Competitive Teams
$ 100
$400
$408

Student Government
$ 100
$400
$408

High School Treasurer
$1,584
$1663
$1695

National Honor Society
$500
$510

Class Advisor (High School)
$500
$510

*Five Year Rate for those individuals who can document 5 years participation in the specific extra-curricular activity.

Appendix C

Return to Table of Contents

SUMMER SCHOOL

AND HOURLY RATES

1. Summer School	
Elementary teachers (based on 102 hours)	***$3,213***
Secondary teachers and librarians (based on 118.4 hours; two classes, prorated for less)	***$3,730***
Driver education teacher (hourly rate of pay)	$30.00
Book coordinator	$451
Registration	$66
Testing (elementary)	$40
Special education teacher (hourly rate of pay)	$30
2. Hourly Rates	
Adult evening school teachers	$22.21
Homebound teachers	$22.21
Apprentice training teachers	$22.21
Water safety supervisors	$22.21
Curriculum writers	$28
Textbook Recommendation Committee	***$28***
In-service instructors - (based on presentation hours)	$30
3. Hourly Rates	
Refugee Assistance Program teachers	$24.14
Adult Basic Learning Center daytime program teachers	$24.14

APPENDIX D - COACHING

1. Appointments to athletic director and coaching positions are subject to annual review and funding authorization by the Board of Education and must be approved each year by the Executive Deputy Superintendent for School Services and confirmed by the Board prior to assignment to such extra duty. It is recommended that the daily teaching schedule of an athletic director shall not exceed two (2) class periods per day. Athletic directors shall be provided with a two (2) week extension of service during the month of August.

2. An amount of money as noted below shall be allocated for reimbursement to high school interscholastic coaches for attendance at coaching clinics and for mileage when on scouting trips, and shall be disbursed in accordance with the procedure established by the Administrator for Health, Physical Education and Athletics. When such activities would require a coach to be excused from regular duty, the normal request to the Superintendent must be made in accordance with standard procedure in the District.

3. Head JV and Assistant Varsity = 70% of Head Varsity position at each step.
Head Freshman and Assistant JV positions in any sport = 65% of the Head Varsity position at each step.
Head Modified and Assistant Junior Varsity positions in any sport = 65% of the Head Varsity position at each step.
Assistant Freshman positions = 50% of the head varsity position at each step.
Assistant Modified and Half-Season Modified positions = 50% of the Head Varsity position at each step.

4. a. Workshops, clinics, and mileage:

(total expenditures per school year)

Coaches	$7,262
Athletic Directors	731

4. b. Post-Season Play:

(per head varsity coach per sport)

Regional Play	$ 337
State Play	508

Assistant varsity coaches will be paid for post-season play at a rate of seventy percent (70%) of the head varsity coach post-season stipend. A coach who receives a stipend for State play does not also receive the stipend for regional play.

5. Advancement from assistant coach to head coach in the same sport, and at the same level, will result in one (1) year head coaching credit for every two (2) years as an assistant coach. Any request for such

credit must be submitted in advance in writing to the Administrator for Health, Physical Education and Athletics. Such requests shall not be unreasonably denied.

6. Movement from head coach to assistant coach in the same sport will result in one (1) year assistant coach credit for each year as a head coach. Any request for such credit must be submitted in advance in writing to the Administrator for Health, Physical Education and Athletics. Such requests shall not be unreasonably denied.

7. Movement from head coach or assistant coach in one sport to head or assistant coach in a different sport will result in one (1) year of coaching credit for every three (3) years of coaching experience earned at same level or higher. Any request for such credit must be submitted in advance in writing to the Administrator for Health, Physical Education and Athletics. Furthermore, once initial appointment to the position has been established, credit will not accrue from other sports.

8. Coaches hired from outside the District will be evaluated by the Administrator for Health, Physical Education and Athletics and be placed at an appropriate step consistent with the criteria of 5, 6, and 7 above.

9. The District will provide in-service necessary for coaches to retain certification as a result of additional State requirements.

10. Multiple sport coaches (those who coach two (2) or more different sports during a school year, not including intramurals) will receive additional salary, above the normal coaching index for each sport, as follows:

Two (2) Sports	$ 85
Three (3) or more Sports	171

During the second year after he/she as returned, step advancement will be at two (2) additional steps above that of the returning year.

11. The initial step placement for an Athletic Director will be determined in accordance with one (1) year of credit for every two (2) years of varsity head coaching experience and one (1) year of credit for every three (3) years of assistant, junior varsity, or modified coaching experience.

12. Upon ratification of the Agreement, a committee of coaches and athletic directors will meet and negotiate with the District to re-index the sports in the coaches schedules and address other coaching issues.

13. Coaches salary schedules will be increased by 4% in 2003/04; 4% in 2004/05, and 4% in 2005/06.

APPENDIX D-1

Return to Table of Contents

HIGH SCHOOL INTERSCHOLASTIC COACHING SALARY SCHEDULE

2003- 2004

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
SPORT	INDEX	$21.92	$23.65	$25.52	$27.54	$29.72	$32.06	$34.61	$37.56	$40.27	$43.47	$46.92	$49.74
Ice Hockey	137	$3003	$3240	$3496	$3773	$4072	$4392	$4742	$5146	$5517	$5955	$6428	$6814
Football	130	$2850	$3075	$3318	$3580	$3864	$4168	$4499	$4883	$5235	$5651	$6100	$6466
Wrestling	130	$2850	$3075	$3318	$3580	$3864	$4168	$4499	$4883	$5235	$5651	$6100	$6466
Basketball	126.5	$2773	$2992	$3228	$3484	$3760	$4056	$4378	$4751	$5094	$5499	$5935	$6292
Indoor Track	116	$2543	$2743	$2960	$3195	$3448	$3719	$4015	$4357	$4671	$5043	$5443	$5770
Volleyball	113.5	$2488	$2684	$2897	$3126	$3373	$3639	$3928	$4263	$4571	$4934	$5325	$5645
Gymnastics	113	$2477	$2672	$2884	$3112	$3358	$3623	$3911	$4244	$4551	$4912	$5302	$5621
Lacrosse	112.5	$2466	$2661	$2871	$3098	$3344	$3607	$3894	$4226	$4530	$4890	$5279	$5596
Boys' Swimming	112.5	$2466	$2661	$2871	$3098	$3344	$3607	$3894	$4226	$4530	$4890	$5279	$5596
Soccer	106	$2324	$2507	$2705	$2864	$3150	$3398	$3669	$3981	$4269	$4608	$4974	$5272
X-Country Skiing	104	$2280	$2460	$2654	$2864	$3091	$3334	$3599	$3906	$4188	$4521	$4880	$5173
Track	103	$2258	$2436	$2629	$2837	$3061	$3302	$3565	$3869	$4148	$4477	$4833	$5123
Crew	103	$2258	$2436	$2629	$2837	$3061	$3302	$3565	$3869	$4148	$4477	$4833	$5123
Baseball	101	$2214	$2389	$2578	$2782	$3002	$3238	$3496	$3794	$4067	$4390	$4739	$5024
Softball	101	$2214	$2389	$2578	$2782	$3002	$3238	$3496	$3794	$4067	$4390	$4739	$5024
Girls' Swimming	98.5	$2159	$2330	$2514	$2713	$2927	$3158	$3409	$3700	$3967	$4282	$4622	$4899
Girls' Tennis	97	$2126	$2294	$2475	$2671	$2883	$3110	$3357	$3643	$3906	$4217	$4551	$4825
X-Country	94	$2060	$2223	$2399	$2589	$2794	$3014	$3253	$3531	$3785	$4086	$4410	$4676
Winter Cheerleading	90.5	$1984	$2140	$2310	$2492	$2690	$2901	$3132	$3399	$3644	$3934	$4246	$4501
Boys' Tennis	83	$1819	$1963	$2118	$2286	$2467	$2661	$2873	$3117	$3342	$3608	$3894	$4128
Fall Cheerleading	76.5	$1677	$1809	$1952	$2107	$2274	$2453	$2648	$2873	$3081	$3325	$3589	$3805
Golf	76	$1666	$1797	$1940	$2093	$2259	$2437	$2630	$2855	$3061	$3304	$3566	$3780
Bowling	52.5	$1151	$1242	$1340	$1446	$1560	$1683	$1817	$1972	$2114	$2282	$2463	$2611
Athletic Director	282	$6181	$6669	$7197	$7766	$8381	$9041	$9760	$10592	$11356	$12259	$13231	$14027

HIGH SCHOOL INTERSCHOLASTIC COACHING SALARY SCHEDULE

2004- 2005

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
SPORT	**INDEX**	**$22.79**	**$24.59**	**$26.54**	**$28.64**	**$30.91**	**$33.34**	**$35.99**	**$39.06**	**$41.88**	**$45.20**	**$48.79**	**$51.73**
Ice Hockey	137	$3122	$3369	$3636	$3924	$4235	$4568	$4931	$5351	$5738	$6192	$6684	$7087
Football	130	$2963	$3197	$3450	$3723	$4018	$4334	$4679	$5078	$5444	$5876	$6343	$6725
Wrestling	130	$2963	$3197	$3450	$3723	$4018	$4334	$4679	$5078	$5444	$5876	$6343	$6725
Basketball	126.5	$2883	$3111	$3357	$3623	$3910	$4218	$4553	$4941	$5298	$5718	$6172	$6544
Indoor Track	116	$2644	$2852	$3079	$3322	$3586	$3867	$4175	$4531	$4858	$5243	$5660	$6001
Volleyball	113.5	$2587	$2791	$3012	$3251	$3508	$3784	$4085	$4433	$4753	$5130	$5538	$5871
Gymnastics	113	$2575	$2779	$2999	$3236	$3493	$3767	$4067	$4414	$4732	$5108	$5513	$5845
Lacrosse	112.5	$2564	$2766	$2986	$3222	$3477	$3751	$4049	$4394	$4712	$5085	$5489	$5820
Boys' Swimming	112.5	$2564	$2766	$2986	$3222	$3477	$3751	$4049	$4394	$4712	$5085	$5489	$5820
Soccer	106	$2416	$2607	$2813	$2979	$3276	$3534	$3815	$4140	$4439	$4791	$5172	$5483
X-Country Skiing	104	$2370	$2557	$2760	$2979	$3215	$3467	$3743	$4062	$4356	$4701	$5074	$5380
Track	103	$2347	$2533	$2734	$2950	$3184	$3434	$3707	$4023	$4314	$4656	$5025	$5328
Crew	103	$2347	$2533	$2734	$2950	$3184	$3434	$3707	$4023	$4314	$4656	$5025	$5328
Baseball	101	$2302	$2484	$2681	$2893	$3122	$3367	$3635	$3945	$4230	$4565	$4928	$5225
Softball	101	$2302	$2484	$2681	$2893	$3122	$3367	$3635	$3945	$4230	$4565	$4928	$5225
Girls' Swimming	98.5	$2245	$2422	$2614	$2821	$3045	$3284	$3545	$3847	$4125	$4452	$4806	$5095
Girls' Tennis	97	$2211	$2385	$2574	$2778	$2998	$3234	$3491	$3789	$4062	$4384	$4733	$5018
X-Country	94	$2142	$2311	$2495	$2692	$2906	$3134	$3383	$3672	$3937	$4249	$4586	$4863
Winter Cheerleading	90.5	$2062	$2225	$2402	$2592	$2797	$3017	$3257	$3535	$3790	$4091	$4415	$4682
Boys' Tennis	83	$1892	$2041	$2203	$2377	$2566	$2767	$2987	$3242	$3476	$3752	$4050	$4294
Fall Cheerleading	76.5	$1743	$1881	$2030	$2191	$2365	$2551	$2753	$2988	$3204	$3458	$3732	$3957
Golf	76	$1732	$1869	$2017	$2177	$2349	$2534	$2735	$2969	$3183	$3435	$3708	$3931
Bowling	52.5	$1196	$1291	$1393	$1504	$1623	$1750	$1889	$2051	$2199	$2373	$2561	$2716
Athletic Director	282	$6427	$6934	$7484	$8076	$8717	$9402	$10149	$11015	$11810	$12746	$13759	$14588

HIGH SCHOOL INTERSCHOLASTIC COACHING SALARY SCHEDULE

2005 - 2006

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
SPORT	**INDEX**	**$23.70**	**$25.57**	**$27.60**	**$29.79**	**$32.15**	**$35.09**	**$37.43**	**$40.62**	**$43.55**	**$47.00**	**$50.73**	**$53.80**
Ice Hockey	137	$3247	$3503	$3781	$4081	$4405	$4807	$5128	$5565	$5966	$6439	$6950	$7371
Football	130	$3081	$3324	$3588	$3873	$4180	$4562	$4866	$5281	$5662	$6110	$6595	$6994
Wrestling	130	$3081	$3324	$3588	$3873	$4180	$4562	$4866	$5281	$5662	$6110	$6595	$6994
Basketball	126.5	$2998	$3235	$3491	$3768	$4067	$4439	$4735	$5138	$5509	$5946	$6417	$6806
Indoor Track	116	$2749	$2966	$3202	$3456	$3729	$4070	$4342	$4712	$5052	$5452	$5885	$6241
Volleyball	113.5	$2690	$2902	$3133	$3381	$3649	$3983	$4248	$4610	$4943	$5335	$5758	$6106
Gymnastics	113	$2678	$2889	$3119	$3366	$3633	$3965	$4230	$4590	$4921	$5311	$5732	$6079
Lacrosse	112.5	$2666	$2877	$3105	$3351	$3617	$3948	$4211	$4570	$4899	$5288	$5707	$6053
Boys' Swimming	112.5	$2666	$2877	$3105	$3351	$3617	$3948	$4211	$4570	$4899	$5288	$5707	$6053
Soccer	106	$2512	$2710	$2926	$3098	$3408	$3720	$3968	$4306	$4616	$4982	$5377	$5703
X-Country Skiing	104	$2465	$2659	$2870	$3098	$3344	$3649	$3893	$4224	$4529	$4888	$5276	$5595
Track	103	$2441	$2634	$2843	$3068	$3311	$3614	$3855	$4184	$4486	$4841	$5225	$5541
Crew	103	$2441	$2634	$2843	$3068	$3311	$3614	$3855	$4184	$4486	$4841	$5225	$5541
Baseball	101	$2394	$2583	$2788	$3009	$3247	$3544	$3780	$4103	$4399	$4747	$5124	$5434
Softball	101	$2394	$2583	$2788	$3009	$3247	$3544	$3780	$4103	$4399	$4747	$5124	$5434
Girls' Swimming	98.5	$2334	$2519	$2719	$2934	$3167	$3456	$3687	$4001	$4290	$4630	$4997	$5299
Girls' Tennis	97	$2299	$2480	$2677	$2890	$3119	$3404	$3631	$3940	$4224	$4559	$4921	$5219
X-Country	94	$2228	$2404	$2594	$2800	$3022	$3298	$3518	$3818	$4094	$4418	$4769	$5057
Winter Cheerleading	90.5	$2145	$2314	$2498	$2696	$2910	$3176	$3387	$3676	$3941	$4254	$4591	$4869
Boys' Tennis	83	$1967	$2122	$2291	$2473	$2668	$2912	$3107	$3371	$3615	$3901	$4211	$4465
Fall Cheerleading	76.5	$1813	$1956	$2111	$2279	$2459	$2684	$2863	$3107	$3332	$3596	$3881	$4116
Golf	76	$1801	$1943	$2098	$2264	$2443	$2667	$2845	$3087	$3310	$3572	$3855	$4089
Bowling	52.5	$1244	$1342	$1449	$1564	$1688	$1842	$1965	$2133	$2286	$2468	$2663	$2825
Athletic Director	282	$6683	$7211	$7783	$8401	$9066	$9895	$10555	$11455	$12281	$13254	$14306	$15172

Summary of Unit 1 Contract Implementation Agreement

Signed November 4th, 2004

Salary schedule shall reflect 19 columns, with a maximum of 108 paid graduate/inservice hours. This applies to qualifying members on-grid and off-step.

Off-step members will receive credit for new graduate degrees earned from July 1, 2002 forward.

Teachers earning National Board Certification for or counselors earning National Board Counseling Certification will receive the agreed upon compensation for the duration of the certificate.

Beginning July 1st, 2004, salaries for the following coaching rates shall be:

Head JV and Assistant Varsity = 70% of Head Varsity position at each step.

Head Freshman and Assistant JV positions in any sport = 65% of the Head Varsity position at each step.

Head Modified and Assistant Junior Varsity positions in any sport = 65% of the Head Varsity position at each step.

Assistant Freshman positions = 50% of the head varsity position at each step.

Assistant Modified and Half-Season Modified positions = 50% of the Head Varsity position at each step.

Members who received Tenure, 8 year or 15 year stipends from July 1st, 2002 through June 30th, 2003, shall receive a one-time-only retroactive payment for the stipend amount.

The District and the Association agree to agree upon and endorse a workable process for transitioning from "anniversary dates" to corrected "completed years of service dates."

Health care premiums will increase according to the current district practice in June. Premium levels will be calculated using June 30th contract salary data. Couples premium rates will be adjusted and refunds made where necessary.

The District shall confirm that it has made retroactive and retirement system payments to eligible retirees, together with applicable reports reports to the TRS by January 31st, 2005.

Members not made whole according to schedule B will be made whole.

Coaching retroactive pay for Fall 2003 will be paid.

11 month employees will receive retroactive pay for the 11th month.

Complete retroactive payments to all former Unit 4 members will be made.

The District will refund co-pays associated with the 3-tiered prescription plan made between May 1, 2004 and June 21, 2004. Appeals and refunds shall be administered through the Health Plan Appeals Committee.

Summary of Unit 1 Contract Implementation Agreement

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