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Contract Database Metadata Elements

Title: **Canastota Central School District and Canastota Teachers Association (2004)**

Employer Name: **Canastota Central School District**

Union: **Canastota Teachers Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/06**

PERB ID Number: **4687**

Unit Size: **130**

Number of Pages: **80**

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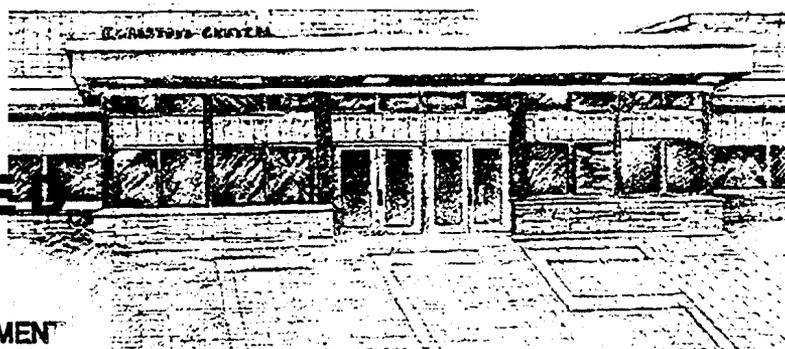
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AGREEMENT BETWEEN

**The Canastota Teachers'
Association**



and the
Superintendent of Schools
as Executive Officer of the
Canastota Central School District



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DEC 06 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2004 to June 30, 2006

130

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PREAMBLE

The Board of Education of Canastota Central Schools (hereinafter called the Board) and Superintendent of Schools, and the Canastota Teachers' Association (hereinafter called the Association) recognize that the highest quality of education consistent with community, state, and national resources is their common responsibility. Relationships must therefore be established which are based on this goal and on the concept of education as a public trust.

All parties concerned recognize that teaching is a profession. The Board of Education herewith acknowledges and declares its cooperative intention with respect to the teachers' just aspirations for self-fulfillment and advancement in their profession, as well as their right to productive and pleasant working conditions and remuneration commensurate with the importance of the education task they perform.

The Board of Education and the teachers recognize the Superintendent of Schools as the Board's executive officer, professional advisor to the Board, the Chief Administrator of the schools, the administrative leader of professional staff, and a focal point of responsibility within the school system. The Board of Education and the teachers recognize that the Superintendent exercises professional leadership and encourages his/her associates to engage in the development of forward-looking proposals for study and adoption by the Board and the Administration in matters of professional growth and personal welfare.

All parties concerned recognize that the best interests of public education will be served by established procedures to provide an orderly method for the Board and representatives of the Association to negotiate terms and conditions on these matters. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations.

The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Canastota Central Schools the highest level of educational opportunities obtainable. The Board and Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and its professional staff.

LEGISLATIVE ACTION

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

ARTICLE I

CERTIFICATION

A. The Canastota Teachers' Association has been certified as the designated representative of the employees in the Unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

UNIT:

Included: All regular full-time probationary and tenured teachers and guidance counselors; all part-time teachers and guidance counselors employed on a fifty percent (50%) or more basis and all regular substitutes appointed for or who actually serve the equivalent of one or more semesters continuously in the same position.

Excluded: Central Office personnel, building administrator, school nurse and per diem substitutes.

B. Regular Substitutes:

Regular substitutes shall continue to receive the same benefits they have received since August 1, 1975. Any changes are to be negotiated.

ARTICLE II

NEGOTIATING PROCEDURES

A. Negotiating Teams:

The Superintendent, or designated representative(s) of the Superintendent, will meet with the representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

B. Opening Negotiations:

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year, such request shall be made no sooner than January 1st and no later than January 31st. All issues proposed for discussion by the parties shall be submitted in writing at the first meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

C. Designated representative(s) of the Superintendent shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph B above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day, unless other arrangements are mutually agreed to by both parties.

D. Exchange of Information:

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

E. Consultants:

The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

F. Committee Reports:

The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties. Should negotiations

ARTICLE II

(Continued)

involve fact-finding, after the release of the fact-finding report, either party is free to make public statements.

G. Reaching Agreement:

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding. The Association's bargaining team shall recommend the approval of the agreement pursuant to its ratification procedures and the Superintendent shall recommend the agreement to the Board of Education in accordance with the Taylor Law procedures.

ARTICLE III

DEDUCTIONS

A. The Association shall submit, in writing, to the Board by September 5th each year, the current monetary rate to be deducted as Association dues and fees. No change in the rate of deductions shall be permitted during the first semester of the school year after September 5th nor during the second semester after January 30th of the school year.

The Board agrees to deduct membership dues of the Association and its affiliates, in equal installments from the first twenty paychecks. A list of members requesting dues deduction will be furnished to the Board by the Association on or before September 5th annually. Such authorization shall continue in effect from year to year unless revoked through a letter to the Association President and the Board. Once an individual has discontinued this deduction, it may not be renewed until the next school year.

New members shall be added to the dues deduction list at their request and dues deduction shall begin within thirty (30) days after the date of such request.

Members of the Association individually and voluntarily authorize the Board to deduct and to transmit the monies to the Association. Such monies shall be transmitted to the Association Treasurer one (1) business day after the dues have been deducted.

B. Payroll Savings Plan:

A payroll deduction savings plan shall be available for all teachers covered by this contract. Teachers who wish to participate in such a plan will present, in writing, authorization to have money deducted from the bi-weekly paycheck and deposited, in a participating bank in accordance with the employee's choice and the present practice. Such authorization will be submitted to the Central Administration Office and will continue in effect until the individual indicates, in writing, that he/she wishes such deduction to be discontinued. Once an individual has discontinued this deduction, it may not be renewed until the next school year.

C. Credit Unions:

Credit union payroll deductions shall be made for any teacher covered by this contract who so authorizes same in writing. The submission of such authorization to deduct or subsequent notice to discontinue the deduction shall be in accordance with the provisions of paragraph B above.

ARTICLE III

(Continued)

D. Agency Fee:

The District shall deduct from the salary of each Bargaining Unit member who is not a member of the Association a monthly service fee. The service charge, which shall be payable and forwarded to the Association, shall be an amount equal to the Association's regular monthly dues.

E. Payroll Deductions:

NYSUT Benefit Trust payroll deduction shall be made available to any teacher who so authorizes same in writing.

F. Payroll deduction for "VOTE COPE" contributions shall be available to any Unit employee who so authorizes same in writing.

G. The District shall establish a flexible spending plan pursuant to Sections 125 and 129 of the Internal Revenue Service Code, as soon as reasonably possible after the Payroll Deduction Program is available through the Madison-Oneida Board of Cooperative Educational Services.

The Canastota Teachers' Association shall participate in the plan's management through its representative(s) and shall jointly determine with the Employer such matters as the distribution of funds and plan use reporting procedures.

H. Direct Deposit:

The District shall provide direct deposit of payroll checks at the financial institution of the unit member's choice. This shall be provided at no expense to the unit member.

ARTICLE IV

INSURANCES

A. Health Insurance:

For those teachers hired prior to January 1, 1999, the District shall pay ninety percent (90%) of the health insurance premium cost for individual coverage of each unit employee and eighty-five percent (85%) of the premium cost for dependent coverage. For those unit employees hired on or after January 1, 1999, the District's contribution level shall be as follows:

| <u>School Year of Employment</u> | <u>Individual</u> | <u>Dependent</u> |
|----------------------------------|-------------------|------------------|
| First | 60% | 60% |
| Second | 70% | 70% |
| Third | 80% | 80% |
| Subsequent Year | 90% | 85% |

Those who qualify to continue their coverage after retirement shall receive the same premium sharing percentage in retirement as they had as active employees just prior to retirement.

The group health insurance plan shall be the Central New York Blue Cross/Blue Shield Plan with riders for expanded coverage. See Appendix A for rules and regulations.

Effective January 1, 1999, the payment cap on the outpatient psychological benefit shall be \$100 per visit.

Effective October 1, 2001, the major medical coverage shall be a two million dollar lifetime maximum.

The major medical deduction shall be \$100 per individual with a maximum \$300 for family coverage.

Effective January 1, 2004, the major medical deduction shall be \$125 per individual with a maximum \$350 for family coverage.

Prescription Drug Coverage

The prescription co-pay shall be five (\$5.00) dollars for the mail order program. When using the drug card, the co-pay shall be seven dollars and fifty cents (\$7.50) for generic drugs (unless the cost is actually less) and twelve dollars and fifty cents (\$12.50) for brand drugs (unless the cost is actually less).

ARTICLE IV

(Continued)

Medicare and Prescription Drug Coverage

It is agreed that in the event that the current or future Medicare program is expanded to provide coverage, partial or full, for prescription drugs, the District will work with the Canastota Teachers' Association for the purpose of assuring that retirees will not lose any existing level of prescription drug benefit or pay any additional contribution as a result of such Medicare prescription plan. The options available to maintain such benefit levels will be discussed and worked out between the District and Canastota Teachers' Association at a reasonable time after the details of the law and the rules implementing it are known.

The Association agrees to the provision of the Group Health Plan through the Cooperative Health Insurance Fund of Central New York organized under the Onondaga-Cortland-Madison BOCES. However, the District agrees to save harmless all health plan participants from any adverse effects that may occur as a result of the Fund and its operations. In addition, the District guarantees that it will take whatever steps are necessary to assure the continuation of the Canastota Group Health Plan through Blue Cross/Blue Shield of Central New York.

The teachers shall also be afforded the option of enrolling in an HMO as an alternative to the traditional health plan. No more than one HMO shall be offered. The District and the CTA shall mutually agree as to which HMO shall be offered. The District's contribution for HMO coverage shall be at the same percentages indicated above; however, the District shall not be required to pay more than the actual dollar amount it would pay if the teacher were enrolled in the traditional plan.

Any additional premium expense for HMO coverage will be borne by the teacher. Additionally, there shall be made available an annual window period during which the teacher may change between the HMO and the traditional health plan.

In the event the HMO plan selected by the parties goes out of business, is bought out or merged with another company, an individual loses his/her doctor from the plan, or there are changes in the co-payments or changes in benefit coverage, a participant in such HMO may elect at that time to transfer back to the traditional health plan in accordance with the rules of the plan (Appendix A.)

A health insurance buy-out option will be available through the flexible spending plan. Any employee covered by this Agreement who elects in advance in writing to discontinue his or her participation in the District's health insurance plan or HMO will receive an annual stipend of \$900 if the employee is foregoing individual coverage or \$1,800 if the employee is foregoing family coverage. Such buy-out amounts shall only be available to those employees who provide proof of alternate coverage from another source. Employees must elect by May 15th preceding the school year in which the buy-out is effective or at the time

ARTICLE IV

(Continued)

of initial employment. The request for such benefit must be made annually, in writing, by the bargaining unit employee to the Superintendent of Schools. Buy-out payments to the employee shall be made in twenty (20) equal installments throughout the school year of election. In the event coverage resumes before one year is completed, the employee will have the right to return to District coverage, pursuant to the health plan's rules and regulations, either: (1) if the employee loses his/her alternate coverage due to death, divorce, or loss of insurance for other reasons, or (2) during the District's open enrollment periods. Opt-out payments shall cease upon the employee's return to District coverage. The employee shall receive only 1/12 of the annual stipend for each month District health coverage is not provided.

B. Dental Insurance:

The District shall contribute to a plan selected by the Association including any self-funded plan with coverage design selected by the Association, at the following rates:

The District contribution amounts shall be three hundred five dollars (\$305) for individual coverage and six hundred fifty dollars (\$650) for family coverage per year.

Those who qualify to continue coverage after retirement shall receive the same dollar contribution per year as they had as active employees just prior to retirement.

In the event the Canastota Teachers' Association decides to operate a self-funded dental plan, the District shall remit the annual bargained amount in full to the Association no later than July 15th each year. In the event unit employees are added subsequent to that date, the District will remit the annual amount (pro-rated to reflect the proper months of employment for that school year) the month the new employee commences work.

There shall be two open enrollment dates each year for the dental plan: January 1st and July 1st. New hires may enroll at the time of initial employment. Those who lose coverage through no fault of their own may enroll at any time.

ARTICLE IV

(Continued)

C. Disability Insurance:

Effective July 1, 2004, the District shall contribute \$295 per year per unit employee toward a long-term group disability plan. Effective July 1, 2005, the District shall contribute \$320 per year per unit employee toward a long-term group disability plan. The mutually established plan (Unum Policy (#450629) may be changed by the District if it can secure a better rate from a financially sound and reputable company which can provide benefits equal to or better to each and every provision currently provided by the UNUM Policy. The Canastota Teachers' Association will be given written timely notice of the District's intent to change carriers prior to any considered change and the opportunity to examine the proposed new policy.

D. Automatic External Defibrillator (AED) Liability Insurance:

The Canastota Central School District will defend its employees and hold them harmless from liability for their use of automatic external defibrillators through the District's purchase and maintenance of liability insurance for that purpose. In the event that such insurance coverage is modified so as to exclude the protection noted above, the District will notify the Association, and the parties will meet and confer to address an appropriate resolution.

ARTICLE V

AIDES

The Board agrees to continue to employ clerical, instructional, and supervisory aides to assist with the K-12 program. The Superintendent or Business Administrator will work with Building Principals and teachers for the most effective utilization of these personnel.

An Aide will be provided to each kindergarten teacher for five (5) hours daily.

Programs will be provided for the training of such aides.

ARTICLE VI

JOINT PLANNING

A. Class Size:

A limited class size requires additional funds and additional space. The Board of Education hopes to maintain a reasonable class size in all areas of the school system. It also recognizes the need for variable class sizes depending upon the type of program, or the particular learning aspect at a given time. Additional pupils assigned to teachers due to an influx of the population will be divided among the various teachers.

B. Schedule and Assignments:

1. Principals will consult with each teacher in the spring concerning the teacher's program preferences for the following year as it relates to subject area and/or grade level. Prior to the end of each school year, each teacher shall then be advised as to his/her tentative program for the following year.

2. Teachers in grades 7-12 (nine (9) period day) with five (5) classes in both semesters will be assigned in one semester: one planning, one duty assignment, lunch, and a resource period. The other semester a teacher will be assigned one planning, two duty assignments, and lunch.

Teachers in grades 7-12 (nine (9) period day) with five (5) classes in one semester and six (6) classes in the other semester will be assigned in the 5-class semester: one planning, one duty assignment, lunch, and a resource period. In the 6-class semester a teacher will be assigned one planning, one resource period, and lunch.

Teachers in grades 7-12 (nine (9) period day) with six (6) classes in both semesters will be assigned in both semesters: one planning, lunch, and a resource period.

Teachers in Grades 7-12 (nine (9) period day) assigned Advance Placement, Project Advance or equivalent college level assignments may be assigned the equivalent of five (5) or fewer class periods, one (1) resource period, two (2) planning periods and a lunch period. This assignment may be extended beyond five (5) class periods by mutual agreement of the teacher and the Superintendent. This agreement shall be entirely voluntary and set no precedence for future years and/or any other teacher.

(Note: One or two class assignments per week equals one-half class assignment; three, four or five class assignments per week equal one class assignment.)

ARTICLE VI

(Continued)

B.2. (continued)

Use of Resource Period

The teachers will utilize the Resource Period which they have been assigned in the following manner:

- a) The teacher will post and announce to the students when and where they will be available for extra help.
- b) If no students seek help, the teacher may leave the designated area for class related matters in the building.
- c) The teacher will not be in the Teachers' Room during the Resource Period.
- d) Teachers will be available for student help. This help may be initiated by the student, or the teacher, and will be subject area specific.
- e) Teachers will be available to students normally assigned to them.

C. Pupil Activities:

The Administration will attempt to communicate changes reasonably well in advance to the staff regarding organized pupil activities, events, and examinations.

D. School Calendar:

The School Calendar which is recommended by the State and agreed upon by the school districts in this BOCES will be the official calendar for this District for the years 2004-05, and 2005-06. This is not intended to preclude school calendar input from the Canastota Teachers' Association to the Superintendent of Schools prior to the discussion of the area-wide calendar.

If school has been in session for the required number of days necessary to achieve full state aid prior to the last day of school, the last school day on the established calendar shall be a non-instructional day. Teachers are free to leave at any time after checkout requirements have been completed on this last day.

ARTICLE VI

(Continued)

D. School Calendar (continued):

Every reasonable effort will be made to insure that necessary materials and supplies are available to the teacher on the first day of teaching.

The length of the work year shall be established in accordance with past practice.

E. Length of School Day:

Any proposed changes in the length of the students' school day will be arrived at through joint planning.

F. Superintendent's Conference Days:

The Association will work cooperatively with the Superintendent to establish the program for these days.

G. Planning Time:

As much as possible, Administrators work with teachers on grade levels in elementary schools to provide scheduling of special area classes so that classroom teachers will have as close to forty-five (45) minutes daily planning time as possible for Grades K - 6.

Teachers will use the daily planning and preparation time to develop programs of individualized instruction, to prepare instructional materials, to plan the most effective methods for teacher presentation of material, to do research, to collect resource materials, to evaluate pupil progress and achievement, and for parent conferences.

H. In order to provide and maintain a quality program in the Canastota School System and to insure a harmonious relationship among teachers, administrators and the Board of Education, teachers shall be consulted in developing instructional decisions, program changes or other educational concerns raised by the District. Any such consultation shall be with teachers who are appointed by the Canastota Teachers' Association as representatives and the method and manner of the consultation shall be jointly determined by the Superintendent and the Association.

The Board of Education, at a public meeting, will review all such programs and items and make any decisions regarding their implementation.

ARTICLE VI

(Continued)

I. Joint Planning:

If a grade level or department needs joint planning time for restructuring or other educational issues, that grade level and/or department is to submit to the building principal a proposal, on an appropriate form, listing the specific needs and objectives for such session. If approved by the Principal and Superintendent, substitutes will be provided for the involved teachers on that day or half day. A summary of the session shall be completed during the same day, and the summary form shall be submitted to the building principal following the session.

ARTICLE VII

Employee Rights

A. Representation

In any meeting involving the Administration and/or law enforcement personnel who are present at the school wherein a unit Employee will be questioned, the unit Employee shall be entitled, upon his/her request, to have Union representation at such meeting. The Administrator who contacts the Employee regarding the scheduling of such meeting shall advise the Employee of the Employee's right to Union representation and to the extent legally permissible, of the purpose(s) of the meeting.

B. Notice

In the event of any complaint or accusation reported to the Administration which may be used in any subsequent District initiated disciplinary proceeding against bargaining unit members, the Employee will be promptly advised, to the extent legally possible, of the nature of such complaint or accusation. Such notice to the Employee will be made in a confidential manner and shall include, to the extent legally permissible, specific information relative to the claim or complaint being made. The Employee shall be given an opportunity to address the complaint or accusation with the Administration before the Administration makes any determination to proceed.

School administrators who receive a written report of allegations against a bargaining unit employee and who determine that there is reasonable suspicion to support such allegations shall notify the accused and provide the employee with a copy of the written report at the same time such report is forwarded to any law enforcement authority unless the forwarding of such report to the employee is specifically prohibited by law or law enforcement officials.

ARTICLE VIII

INSTRUCTIONAL RESPONSIBILITIES, PROFESSIONAL PERSONNEL

A. Attendance at School:

1. Instructional personnel, Grades K-3, regular work day shall not exceed seven (7) hours and fifteen (15) minutes. Fridays and days following holidays shall not exceed six (6) hours and forty-five (45) minutes.
2. Instructional personnel, Grades 4-12, regular work day shall not exceed seven (7) hours and fifteen (15) minutes. Fridays and days prior to holidays shall not exceed six (6) hours and forty-five (45) minutes.

B. Working With Pupils:

Between daily pupil dismissal time and the time teachers are permitted to leave, teachers will work with pupils who need extra instructional assistance or personal guidance, or will work on school related activities.

C. Pre-School Sessions:

All teachers new to Canastota will participate in one (1) day of orientation prior to Labor Day annually hereafter. A general meeting for all professional staff will be held one (1) day prior to the opening of school for pupils, annually. Principals will work with members of their staff to arrange for annual planning on the day of new staff orientation. As much as possible, those members involved in the programs for the coming year will attempt to participate as requested by their Building Principals at this planning session. Returning teachers who are required to participate shall be paid the following hourly rate for attendance on this day: Effective July 1, 2004, the rate will be: Twenty-nine dollars and forty cents (\$29.40). Effective July 1, 2005 the rate will be: Thirty dollars and fifty-eight cents (\$30.58).

D. Areas of Curriculum Planning:

All teachers are expected, if requested, to participate in one area of school improvement each year. Such areas may include development of course outlines and/or curriculum materials, selection of textbooks, or other related endeavors. In order not to delay instructional improvement, volunteers will be asked to serve on additional assignments related to school improvement. If they are not forthcoming, then the Administrators will move ahead on such projects as they deem necessary.

ARTICLE VIII

(Continued)

D. (continued)

1. All teachers are expected to assume their fair share of pupil supervision with regard to buses, lunchrooms, corridors, playground, and other activities.
2. Where applicable, teachers are expected to be responsible for one of the following areas:
 - a. Class Advisor
 - b. Club Sponsor
 - c. Some other extra-classroom activity
3. All teachers are responsible for dealing with behavior of any pupils on school property and enforcing school regulations.

E. Student Teachers:

Teachers, who in the estimation of the Building Principal, are proficient enough to work with student teachers, will be assigned a student teacher. A request from or an agreement with the teacher involved should be made before a teacher is assigned to work with a student teacher.

F. Lesson Plan Procedures:

Teachers will prepare lesson plans including daily objectives and procedures which will serve as a guide for anyone responsible for that class.

G. Parent Conferences:

1. There shall be four evening sessions scheduled during the school year for K-6 teachers to meet with parents. Each session will include 12 slots, approximately 15 minutes in length. Two evenings shall be scheduled during the fall and two in the spring, but not on consecutive nights. On school days when evening conferences are scheduled, students shall be dismissed early (prior to lunch) and teachers shall be free to leave at that time.

2. No building level or district meetings or observations will be scheduled the week of parent conferences for classroom, remedial or special education teachers who are involved in parent conferences.

ARTICLE VIII

(Continued)

H. New teachers shall attend activities given in their honor by the community at a reasonable time of the year.

I. Substitute Teachers

In the event that a substitute teacher is unavailable for a classroom teacher, individual teachers may by mutual consent cover such classes during their planning period(s). The teacher who gives up his/her planning time in order to substitute for another teacher shall be additionally compensated at the rate of twenty-five dollars per period. The District will establish a sign up system to identify those teachers who are willing to provide substitute service. A teacher who signs up to be available to substitute is expected to be available to go when asked. It is recognized that there may be times when the teacher is unavailable to substitute, but the teacher who has agreed to make himself/herself available for such substitute service shall make every reasonable effort to do so.

ARTICLE IX

ASSOCIATION RIGHTS

A. The Association may use rooms, mail boxes and other means of communication, and hold meetings in the buildings of the District without cost for executive committee, special committee, and Association meetings. The use of facilities, such as rooms, must be reserved in advance according to the School District policy for reservations through the office of the Building Principal and the Business Administrator (Use and Access to School Buildings and Facilities/School Access Regulations).

B. The Board is willing to grant telephone privileges to the officers of the Association in connection with official business, as long as no additional charges are borne by the District. If a service charge occurs, it will be paid by the Association.

C. Upon request of the President of the Association to the Superintendent of Schools, the Board shall make available office space agreeable to the Superintendent and the President of the Association for files, records, and materials. Such space shall not subtract from any instructional or administrative area.

D. The Board agrees to provide release time and necessary substitutes without loss of pay to officers or designated representatives to attend local, zone, state, and national professional associations for such functions as Representative Assembly, local zone activities and retirement meetings. A maximum of fourteen (14) days per year total for all members concerned is agreeable to the Board. Personal leave of individual officers or designated representatives may be applied in this case when the fourteen (14) days have been exceeded. A form prescribed by the District Superintendent must be completed by the Association President or Vice President indicating who is to be released, and the time and date of such release. Except in emergencies, the form must be completed and in the hands of the Superintendent at least three (3) days prior to the planned absence.

E. The District shall provide one (1) day for the delegate, only, to attend the New York State Teachers' Retirement System's annual meeting. The District shall assume the cost for a substitute for the delegate to attend the annual meeting. A conference form must be completed and in the hands of the Superintendent a minimum of two (2) weeks prior to such meetings, for his/her signature.

F. The Superintendent will work with the President of the Association to provide an opportunity to conduct a meeting of the membership of the Association during a part of each Superintendent's Conference. In addition, the Association will be given time to meet with new teachers on their orientation day.

G. The President of the Association should work with the Building Principal in order to be allowed a reasonable amount of time to carry out the responsibilities of this office.

ARTICLE IX

(Continued)

Classroom teaching time would not be decreased, but arrangements may be made regarding certain supervisory duties.

The President shall be allotted one (1) hour per week to carry out the duties of this office. This hour shall be mutually agreeable to the Principal and staff member during early September.

ARTICLE X

ABSENCES AND LEAVES

A. All teachers of the professional staff in the Canastota School System shall be allowed twelve (12) days of sick leave with pay per school year. The twelve days shall be credited to each member at the beginning of the school year or on a pro-rated basis, if employed subsequent to the opening of school for the year. Should a member use all of the sick leave and not return to work, the member's final salary payment shall be adjusted at the rate of one day of earned sick leave with pay for each month employed.

B. All unused days shall be allowed to accumulate to a total of two hundred seventy (270) days.

All unused Family Days may be converted to employee sick leave and accumulated as such.

C. After the expiration of the paid sick leave period, the member will have deducted 1/200 of the annual salary. Members will be credited and will contribute to the New York State Teacher's Retirement System only for the exact number of days employed and for which full salary is received.

D. Professional staff shall be allowed three (3) extra days each year, non-cumulative, for serious illness or death in the immediate family. Immediate family includes spouses, parents of both spouses, children of the employee, brother(s) and sister(s) of the employee or his or her spouse, grandparents, grandchildren, and other persons living in the employee's household. Members shall be allowed two (2) additional days for the purpose of illness or death in the immediate family, which will be charged against accumulated sick leave.

E. Some portion of accumulated sick leave will apply to serious or prolonged family illness necessitating absence of an individual. The number of days allowed would depend upon the nature of the need. Determination of the seriousness of the illness would be made by the Superintendent based on the presentation of a physician's statement regarding the case. Such an employee may apply up to five (5) days for each ten (10) days of accumulated sick leave, but not to exceed twenty (20) days of any school year, except in cases of extreme emergencies. Present policy regarding family illness or absence due to death in the immediate family shall apply with regard to definition of "immediate family".

F. A teacher shall be entitled to an unpaid leave of absence for up to two (2) years during a period of long-term personal illness or disability. This leave will begin at the exhaustion of his/her sick leave or at the onset of the personal illness or disability, at the option of the employee. Application for such leave shall be made to the Superintendent. A doctor's

ARTICLE X

(Continued)

certificate shall be required prior to granting the leave and at reasonable intervals thereafter upon request from the Superintendent.

G. Two (2) personal days for members of the professional staff will be permitted which will not be charged against the three days presently granted for death or illness in the immediate family. Except in emergencies, the Building Principal must be notified at least three (3) days prior to the date of a personal day. Teachers requesting a personal day must complete the form indicating that this day is necessary to carry on business which may not be carried on at any other time. Principals will not approve any requests for personal leave which fall one (1) day immediately preceding or immediately following any vacation involving three (3) or more calendar days.

If emergencies do arise whereby an instructional staff member needs an additional personal day, and a serious reason is given to the Superintendent of Schools, such matters may be worked out at that level.

Unused personal days shall be converted to the employee's sick leave accumulation.

H. The above (A - G) benefits will be proportionate for those members working less than full-time.

I. 1. Teachers who have pregnancy-related disabilities may utilize their sick leave during the period of disability prior to beginning their unpaid leave. The teacher may return from maternity leave when she is physically able; however, it is recommended that this return date coincide with the beginning of the semester so that the regular instruction of pupils is not hampered.

2. In conjunction with and at the time of birth or adoption of a child, the Board of Education will approve a guaranteed leave for one (1) year for the purpose of child care under the following conditions:

a. Requests shall be submitted, whenever possible, sixty (60) days in advance of the start of the requested leave.

b. The leave shall end at the conclusion of the school year or at the mid-year marking period for the teacher's grade level. However, early termination of the leave shall be permitted in the event of the following adverse circumstances: death or institutionalization of the child or spouse, loss of employment by spouse. Other instances of such adverse circumstances which cause the teacher to seek early termination of the leave must be appealed to the Board of Education on an individual basis. Such early termination shall require a forty-five (45) calendar day written notice of the teacher's intended return.

ARTICLE X

(Continued)

- c. The employee may not use sick leave during the period of an unpaid leave.
- d. The extension of such leaves shall be on an individual basis and shall be at the discretion of the Board of Education and no precedent shall be set by the granting or denying of such leave.
- J. A leave of absence granted to a tenure person would not affect that employee's tenure status.
- K. Except for emergencies, a teacher must complete the school year and not request time off for personal reasons, except as outlined above. Request for time off without pay for reasons not specified in this Article may be granted solely by the Superintendent.
- L. Instructional staff will not be paid for personal leave days beyond those in the contract, whether a substitute is hired or not.
- M. The following terminal leave policy will be applied:
 - 1. The terminal leave policy will be based on unused sick days.
 - 2. An individual, upon retirement, shall be paid for unused sick days at the rate of twenty-seven dollars and twenty cents (\$27.20) per day to a maximum of one-hundred eighty (180) days.
 - 3. To qualify for this retirement stipend the individual must have been employed by the District for ten years.

N. Unpaid Leave:

A Bargaining Unit member with five (5) years or more of service to the Canastota Central School District shall be entitled to an unpaid leave of absence for a full school year (September - June), under the following conditions:

- 1. Written requests to the Superintendent must be submitted by April 1st of the previous year. The request must include the reason for the leave. The Superintendent and the Board may consider requests after April 1st if unforeseen circumstances arise, provided the maximum number of leaves has not previously been requested.
- 2. A maximum of three (3) Unit Members (no more than one (1) member per department, or two (2) members, K-6) may be on this leave at any one time. In case of applications in excess of three, the first three requests submitted shall be granted.

ARTICLE X

(Continued)

N. Unpaid Leave (continued):

3. Once an employee has exercised this leave option, he/she may not reapply for another such unpaid leave until he/she has rendered an additional five (5) years of service to the District.

4. An employee may not use or earn leave credits during an unpaid leave and will not be given salary, longevity or seniority credit for the period of the unpaid leave. Any insurance kept in force by the employee during the leave period must be fully paid by the employee.

5. If an unpaid leave is approved, the employee must take the requested leave of absence. However, the Superintendent and Board may consider requests to rescind a leave if exceptional reasons are provided to them.

6. Teachers on long-term leaves who are scheduled to return to work at the beginning of the second semester shall be required to provide written notice of their intent to return by October 1st. Teachers on long-term leaves who are scheduled to return to work at the beginning of the school year shall be required to provide written notice of their intent to return by April 1st of that calendar year.

An employee who is returning from an unpaid leave may be assigned to any grade level within his/her tenure area. If a teacher is to be transferred from his/her previous building, this will only be done to meet the bona fide educational needs of the District. The teacher who is so assigned out of his/her building will be given an explanation in writing.

O. Sick Leave Bank

A. The Sick Leave Bank Committee (SLBC) shall consist of the president of the Association or his designee, the Superintendent or his designee, and one other member of the Association appointed by its executive committee. The sick leave bank committee shall review each request for withdrawal of sick time from the bank and make a determination relating thereto. The committee shall also conduct such other activities as may be required to fulfill the obligation of the sick leave bank. Decisions of the sick leave bank will not be subject to the grievance procedure of this agreement.

To establish the sick leave bank, each bargaining unit employee who wishes to participate in the bank shall contribute one (1) day of his/her available sick leave to the bank using forms provided by the sick leave bank committee.

O. Sick Leave Bank (continued):

- B. To draw from the sick leave bank, the employee must have an illness or disability of a duration in excess of one week and meet the following four criteria:**
- 1. Have made a contribution to the sick leave bank from his/her own available sick leave**
 - 2. Have utilized all current and accumulated sick leave entitlement available to him/her**
 - 3. Submit request for use of sick leave bank to SLBC**
 - 4. Provide such medical evidence as may be required by the SLBC**
- C. Those who are granted days from the bank, but are not disabled for qualification under the disability policy, will pay back the bank in leave credits on a schedule established by the SLBC.**
- D. Sick bank days shall be granted up to a maximum of 20 work days per application. However, successive requests will be considered.**
- E. The accumulated total of the sick leave bank shall be maintained through the combined efforts of the Association and the District:**
- 1. Days contributed to the sick leave bank by any member of the bank who later elects to discontinue his/her participation in the bank shall remain in the bank. Sick days will not be restored to the individual credit of the member.**
 - 2. When the total available days in the bank shall fall below sixty (60) days, the sick leave bank committee shall call upon its members to contribute additional days. This replenishment may only be done once per school year.**
 - 3. Once each year, before October 15, the sick leave bank committee may solicit new members for the bank from among the members of the bargaining unit who are not participants of the bank. Such new members shall be entitled to full privileges of the bank upon contributing one (1) sick leave day from their individual entitlement. Unit employees new to the District who commence employment after October 15 may join the bank within thirty (30) days of their employment by contributing one (1) day.**
 - 4. Sick leave days borrowed from the bank shall be repaid at a rate agreed to by the user-teacher and the sick leave bank committee.**

ARTICLE XI

GRIEVANCE PROCEDURE

SECTION I Declaration of Purpose:

The purpose of this Article is to insure fair and impartial treatment of all employees and speedy settlement of all grievances.

SECTION II Definitions:

A. A Grievance is a complaint concerning the interpretation or application of terms and conditions of this Agreement between the Board of Education and the Association.

B. Employee shall mean any member of the teachers' negotiation unit. The Association itself may be a grievant.

C. Immediate Supervisor shall mean the administrative or supervisory staff member to whom the aggrieved employee is immediately responsible.

D. Association shall mean the Canastota Teachers' Association. The Association shall have the right to have a representative present at all stages of any grievance.

E. Aggrieved Employee shall mean any person or group of persons belonging to the Canastota Teachers' Association Negotiating Unit and filing a grievance. The Association may select any person of its choice to represent it at each stage of a grievance.

F. Association Representative shall mean any person appointed by the Canastota Teachers' Association to serve in this capacity.

SECTION III Procedures:

STEP I

Should an employee feel that he/she has a grievance as defined in this procedure, he/she may consult with an Association Representative. All grievances must be filed in writing to the immediate supervisor within fifteen (15) working days of the date on which the grievance occurred or within fifteen (15) working days from when the grievant reasonably could have known of said occurrence. Within five (5) working days thereafter, the immediate supervisor shall submit his/her answer to the aggrieved employee, with a copy sent to the President of the Association.

ARTICLE XI

(Continued)

STEP II

Should the aggrieved employee decide that the reply of the immediate supervisor is unsatisfactory, the aggrieved employee shall, within five (5) working days, submit the facts of the grievance in writing to the Superintendent of Schools. The Superintendent shall hear both sides in the grievance and, within five (5) working days, reply to the aggrieved employee in writing giving his/her decision. A copy of this decision will be sent to the President of the Association.

STEP III

Should the aggrieved employee disagree with the Step II decision, then he/she may, within five (5) working days, notify the Superintendent and the Association President of his/her intention to appeal this decision to the Board of Education. This appeal must be lodged with the Board of Education within ten (10) working days after the Step II decision has been rendered. The Board of Education or a duly authorized committee of the Board shall conduct a hearing in Executive Session within thirty (30) calendar days after receiving the appeal request. The Board will render its decision within ten (10) working days after the conclusion of the hearing.

STEP IV

If the grievant and the Association are not satisfied with the decision of Step III, they may request to proceed to arbitration within ten (10) working days of receipt of the decision of the Board of Education, by written notice thereof to the American Arbitration Association. The Arbitrator shall be selected in accordance with the voluntary rules of the A.A.A.

The arbitrator shall hear the matter promptly, and issue his/her decision in accordance with this contract and the rules of the American Arbitration Association. Such decision shall be in writing and binding upon both parties, and set forth the arbitrator's finding of fact and opinion on the issues submitted. The arbitrator shall limit his/her decision strictly to the interpretation or application of the provisions of this Agreement and he/she shall be without power or authority to make any decision, contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or of applicable law, or rules or regulations having the force and effect of law.

ARTICLE XI

(Continued)

SECTION IV Stipulations

- A. Conferences and hearings held hereunder shall be held during non-working hours, unless amended by mutual consent.
- B. Both parties shall adhere to the time limits as indicated at each Step.
- C. The issue brought forth may not be expanded after Step III of this procedure unless so mutually agreed in writing by the Association and the Board of Education.
- D. All fees and expenses incurred by the arbitrator shall be shared equally by the Association and the Board of Education and fees incurred by the parties in presenting their case shall be borne by the party incurring said expense.
- E. Nothing in these procedures shall be deemed in conflict with the primary purpose of a grievance procedure, which is to secure an equitable solution of grievances in the most amenable manner and at the earliest informal efforts for solution prior to the formal efforts described above; and grievance proceedings, formal and informal, shall remain confidential when necessary to insure the protection of individual privacy.
- F. All grievances submitted in writing more than twenty (20) working days prior to June 30th shall be concluded by June 30th. Grievances submitted later than twenty (20) school days prior to June 30th shall be postponed until the following school semester.
- G. No grievance may be submitted to arbitration without the consent of, and representation by, the Association.

ARTICLE XII

SUPERVISION AND EVALUATION

- A. Helping teachers for probationary teachers will be assigned by the Building Principals.
- B. Every effort will be made to notify a probationary teacher of termination of employment for the following year by May 1st. Prior conferences with the Principal, formal observations, and a conference with the Superintendent will have preceded such action.
- C. All teachers will be given assistance by the administration in the requirements of instruction. Probationary teachers will be visited frequently and informal evaluations held. A minimum of four (4) formal observations with follow-up conferences and evaluations will be held annually for each year of a teacher's probationary period. These four (4) formal observations and follow-up conference shall be completed by April 15th. Follow-up conferences shall occur within five (5) school days of the formal evaluation.

Tenured teachers will also be evaluated informally, but a minimum of one (1) formal observation and evaluation with conference will be conducted annually. Follow-up conferences shall occur within five (5) school days of the formal evaluation.

Formal observations may be by invitation or not, at the discretion of the supervisor, for all staff members. Only supervisors who are certified as administrators and properly credentialed in evaluations shall be used to perform such observations.

The District and the Association agree to meet to discuss possible revisions to the evaluation form for Guidance Counselors. Such form shall be mutually developed.

- D. An employee shall be notified in writing of an entry relating to the employee's performance made to his/her personnel file and be given the opportunity to comment on same on a separate sheet which shall be appended to the document. No anonymous material shall be included in the file. An employee's signature on any evaluative material indicates only that the employee has seen the material and shall not be interpreted as concurrence with its content.

- E. A teacher will be provided, upon request, true copies of any and all documents retained by the District, except those confidential reports from outside agencies used in making the decision to employ the teacher. The teacher shall have the right to have included in his/her personnel file a reply to any document in the file.

The agreed upon observation/evaluation form is found on page 48.

ARTICLE XIII

DEVELOPMENT of CURRICULUM

The Board approves staff and administrative discussions and development of curriculum in accordance with the Constitution and Laws of the State of New York. All such developed programs of study and items for discussion must be recommended to the Board of Education for its final study and approval before being put into effect.

ARTICLE XIV

VACANCY AND TRANSFERS

A. Vacancies:

All professional openings shall be posted on the faculty bulletin board in each school as they become available. A copy of such notice shall be simultaneously sent to the Association President. Bargaining Unit members who desire to apply for such openings shall file their applications in writing to the Superintendent within five (5) work days from the date the position is posted. Bargaining Unit Members who apply shall be granted an interview for such position.

If individual teachers have an interest in being notified of vacancies which may arise during summer months in positions in which they have expressed an interest, such teacher(s) shall advise the Superintendent or Building Principal, in writing, on an annual basis prior to June 15th of the school year. The Superintendent and/or Principal shall thereafter notify the interested teacher(s) of such vacancies as they become available during the summer months.

B. Transfers:

In the event that it becomes necessary to transfer Unit personnel from one building to another, the District will post such notice on each faculty bulletin board for a period of five (5) work days. The Association President shall simultaneously receive a copy of the announcement.

Unit members who desire to volunteer shall do so in writing to the Superintendent within five (5) work days from the date of the posted announcement. The District shall seek to accomplish the transfer with qualified and certified volunteers. The Superintendent shall consider the following criteria in transfer situations: educational needs of the District, qualifications, background and seniority in the Canastota Central School District. Final determination shall be made by the Superintendent who shall notify, in writing, those teachers involved as soon as possible after the decision has been made.

ARTICLE XV

FAIR DISMISSAL PROCEDURE

A. A full time teacher who has worked three or more continuous years or who has achieved tenure prior to three years of service shall not be dismissed without just cause.

B. The following procedure applies to all full-time non-tenured teachers:

1. If a recommendation for dismissal is to be made by the Superintendent, then the teacher will be afforded the opportunity to meet with him/her prior to this recommendation for the purpose of a full discussion of the reasons for his/her recommendation. A representative may accompany the teacher to such a meeting if the teacher requests such representation.

2. Within ten (10) working days following such meeting as noted in #1 above, the Superintendent will render his/her decision in writing to the teacher involved and will also forward a copy to the Association Representative.

3. If a teacher in his/her last year of probation is not satisfied with the Superintendent's decision, the teacher may, within five (5) working days of receipt of the Superintendent's decision, request and be granted an opportunity to be present at an Executive Session of the Board of Education prior to the Board's action on the Superintendent's recommendation. The purpose of such a meeting shall be to discuss various aspects of the recommendation. An Association Representative may accompany the teacher if the teacher so requests. Within five (5) working days of such meeting, the Board will render its decision in writing to the teacher, with a copy to the Association Representative; such decision shall be final and not subject to the grievance procedure.

ARTICLE XVI

CONFERENCE ATTENDANCE

Professional conferences and outside school visitations should be requested through the Building Principals to the Superintendent of Schools. The exact number of persons attending such professional conferences will vary with the type of conference. All expenditures must be within the annual budgetary allotments.

ARTICLE XVII

EARLY RETIREMENT INCENTIVE

- A. Any teacher who retires and meets the requirements contained in this Article shall be entitled to receive this earned benefit of \$30,000.
- B. The following criteria must be met in order for a teacher to be eligible for this benefit:
1. A teacher must have credited at the effective date of retirement a minimum of ten (10) years of service in the New York State Teachers' Retirement System (NYSTRS) resulting from employment in the Canastota Central School District.
 2. When the teacher's age and the required number of service years credited in the NYSTRS come together to make the teacher eligible for the first time for a NYSTRS pension without penalty reduction (See explanation of the NYSTRS and example of how the benefit window works in Appendix B), the teacher must retire at the close of that school year or at the close of either of the two school years previous to that date. Retirements due to the employee's disability may take place at times other than the conclusion of a school year.
- C. In order to claim the retirement benefit, the teacher must adhere to the following requirements:
- The teacher must notify the Superintendent in writing of his/her intent to retire not later than March 1st of the calendar year preceding the teacher's final year of teaching (retirement year) and must also submit an irrevocable letter of retirement no later than March 1st of the teacher's final year of teaching (retirement year). For example, a teacher who plans to retire at the close of the 2002-03 school year would be required to submit his/her letter of intention to retire by March 1, 2002, and an irrevocable letter of resignation for retirement purposes effective at the conclusion of the 2002-03 school year by March 1, 2003. In cases of disability retirement, the written notice may be thirty calendar days.
- D. Payment of this previously earned benefit shall be paid within eight (8) weeks of the effective date of resignation.

In the event an employee seeking this benefit is subject to disciplinary charges at the time of his/her proposed resignation for retirement purposes, the benefit shall be suspended until the resolution of such charges. Such benefit shall then be paid unless the charges against such teacher sustained a dismissal.

ARTICLE XVIII

GENERAL GUARANTEES

A. Except as expressly limited by provisions of this Agreement, the authority, rights, and responsibilities delegated under the law to this Board are retained by said Board including, but not limited to, the right to:

- 1) determine program, objectives, and policies of the School District,
- 2) determine the facilities, methods and personnel required,
- 3) administer the curriculum and the selection, hiring, appraisal promotion, assignment, discipline, transfer, and discharge of employees as permitted by law,
- 4) establish, classify, and allocate new positions and to reclassify and reallocate existing positions, as the law permits, and
- 5) do all else the law may dictate, require or permit this Board in the discharge of its duties to provide public education within this public School District.

B. It is understood and agreed that the Board and the Association will make every good faith effort to carry out the spirit, as well as the letter of this Agreement. Both parties further agree to take no action that will demean the process or be contrary to the laws of the State of New York pertaining to strikes or work stoppages by public employees during the duration of this Agreement.

C. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

D. If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is, or shall be, at any time contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XIX

DISTANCE LEARNING

A. Receiving

A. In the event the District wishes to adopt a Distance Learning Program, the Association will not object to the Program's instructional work being performed by a non-bargaining unit person via the media, provided that such instruction by a non-bargaining unit employee is not used to replace a current bargaining unit person. In addition, an on-site teacher shall be in the classroom during the broadcast to supervise students. Such new duties shall be incorporated into the teacher's work assignment with a corresponding reduction in the teacher's previous work load.

B. Transmitting

In the event the District wishes to transmit instruction via the media, only unit employees who volunteer shall be used for the distance learning program.

Those who participate in the distance learning program shall be appropriately trained with the cost of such training borne by the District. Teachers shall be compensated at the in-service rate for their training time.

Evaluation of the teacher shall be made by the Canastota District in accordance with the provisions of the collective bargaining agreement. Any complaint received by the District with respect to the teacher's performance originating with a receiving district or student shall be made known to the teacher by the District in a timely fashion.

Those who agree to broadcast classes shall not be expected or required to perform any duties not normally performed by unit employees - such as but not limited to attending the receiving District's open house. However, the teacher and the receiving District may make mutually acceptable arrangements including compensation for attendance at such functions. No terms and conditions of employment for the distance learning teacher shall be different from any other unit teacher except as specifically provided for in this contract provision.

Teachers who broadcast classes shall have such class as part of the teacher's normal load; however, the District shall assure that any one instructing via the media shall have an additional planning period scheduled prior to the period of broadcast (immediately prior if possible).

Any tapes made of the teacher's broadcast shall be jointly owned by the transmitting teacher and the District, and they shall jointly determine in what manner the tapes may be used. However, the District shall make such tapes available for the teacher's personal, professional and non-commercial use as well as for students to view for make-up work.

ARTICLE XIX

DISTANCE LEARNING

(continued)

Each distance learning program course in which the District has an interest in transmitting, shall be posted for volunteers in a timely manner. The posting shall include details of the program including the number of receiving sites (there may be no more than two remote sites in addition to Canastota), potential number of students at each site and any other pertinent details of the program.

ARTICLE XX

EMPLOYEE ASSISTANCE PROGRAM

The District shall provide its employees with the Employee Assistance Program available through the Madison-Oneida Board of Cooperative Educational Services, at no cost to the employee(s). Any utilization of the Program will be by self-referral only and completely confidential.

ARTICLE XXI

SALARY ITEMS

A. Salary Schedule:

The attached salary schedules will be effective in Canastota Central School for the duration of this contract for all employees covered in this contract. It will be the responsibility of individual teachers to notify the Superintendent's Office of graduate course credits and in-service credits as soon as possible after completion. Printouts of university credits or a statement from the instructor will suffice. The practice of keeping teachers on the proper salary step will be maintained.

B. Promotional Increment Policy:

In order to be eligible for a merit promotional increment which would be to Step 11, the following requirements must be met by September 1st of the year a teacher is to advance:

1. Six (6) hours of college graduate or in-service credit approved by the Superintendent and earned during the preceding five (5) years. A minimum of three (3) hours of the six (6) must be college graduate course work.
2. Teachers holding Master's Degrees are exempt from this requirement.

C. Credit Hour Remuneration:

Eligible individuals will be remunerated for approved credit hours as of September 1st and February 1st.

Requirements for credit hour remuneration:

1. Six (6) hours of additional study is required for this transfer.
2. Graduate credit will be retroactive indefinitely.
3. Only graduate course work from an accredited institution shall be approved.
2. Credit for correspondence courses taken subsequent to July 1, 1980 shall be restricted to six (6) hours.

ARTICLE XXI

SALARY ITEMS

(continued)

C. Credit Hour Remuneration: (continued)

5. Only those courses related to the teacher's current assignment or necessary for the completion of a degree program or certification requirements shall be approved. (Criteria effective for those courses taken subsequent to 9/1/80).

6. For those employees hired subsequent to 9/1/80, to be eligible for more than forty-eight (48) graduate hours, the teacher must hold a Master's Degree.

7. To be assured of receiving credit for the graduate course work, the teacher needs to submit an approval form to the Superintendent two (2) weeks prior to the enrollment in the course, whenever possible. Failure to submit such form may delay salary credit.

All salary schedules have been developed and are attached as part of this agreement.

D. Effective Dates:

Merit Promotion at Step 11 is effective September 1st, annually. Horizontal transfer to a higher class may be effective September 1st and February 1st as individuals complete necessary requirements. February 1st transfer to next higher class will receive pro-rated compensation. When grades for universities are not available or for other reasons, eligible individuals have thirty (30) days for retroactive application with regard to merit promotion or credit hour remuneration.

E. In-Service Courses

Previously earned in-service credit shall continue to be paid on the salary schedule. Future in-service training shall not be credited on the salary schedule.

To be eligible for payment for in-service course participation, all of the following requirements must be met:

1. To be eligible for payment, the teacher must receive approval from the Superintendent prior to enrollment in the in-service course. Requests for approval must be in the hands of the Superintendent two (2) weeks prior to the enrollment date.

ARTICLE XXI

SALARY ITEMS

(continued)

2. To be eligible for payment an in-service course must be at least fifteen (15) course hours in length and the teacher must attend at least thirteen (13) course hours. The fifteen (15) hour requirement may be waived at the Superintendent's discretion.

3. Compensation for an in-service program will be at the rate of twenty-nine dollars and forty cents (\$29.40) per course hour of attendance by the teacher during the 2004-05 school year. The hourly rate shall increase to thirty dollars and fifty-eight cents (\$30.58) during the 2005-06 school year.

4. All tuition costs for such in-service training shall be paid for by the District upon submission of a receipt after completion of the course.

5. Payment for an in-service course completed during the life of this Agreement shall be made one time only and payment will be non-cumulative.

6. Hours of attendance must be verified in writing by the course instructor.

F. Occupational Experience:

Occupational experience will be allowed for placement on Step of the salary schedule but not for placement on a given class in that schedule. Occupational experience does not apply to Steps after the teacher has been employed.

G. Committee Assignments

Any committee meeting after the teachers' normal workday shall be compensated at the In-Service hourly rate.

H. Summer Work

In the event the District has a summer program for testing, consulting, teaching and/or any other professional duty normally associated with a teacher, employees working at the request of the District shall receive the following hourly rate: twenty-nine dollars and forty cents (\$29.40) per hour during the 2004-05 school year. The hourly rate shall increase to thirty dollars and fifty-eight cents (\$30.58) per hour during the 2005-06 school year.

ARTICLE XXII

PRINCIPLES

A. Right to Join or Not Join:

It is further recognized that teachers have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

B. Rights of Minorities and Individuals:

The legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting certification personnel are in no way abridged by this Agreement.

ARTICLE XXIII

DURATION

The provisions of this Agreement shall be effective as of July 1, 2004, and shall remain in full force and effect until June 30, 2006.

IN WITNESS WHEREOF, the parties have signed this document this

20th day of September, 2004.

CANASTOTA TEACHERS' ASSOCIATION

BOARD OF EDUCATION
CANASTOTA CENTRAL SCHOOLS

By [Signature]

President

[Signature]

Superintendent of Schools

**APPLICATION FOR GRADUATE AND IN-SERVICE CREDITS
FOR THE PURPOSE OF FINANCIAL REMUNERATION**

PER CANASTOTA TEACHERS' ASSOCIATION/SUPERINTENDENT OF SCHOOLS
CONTRACT 2004-2006

Your Name: _____

Date: _____

Please Check Appropriate Space:

- _____ In-Service Course
- _____ Correspondence Course
- _____ Graduate Course needed to complete my degree work
- _____ Graduate Course related to my current teaching assignment

Appropriate explanation as needed: _____

Course Title: _____

Offering College or Agency: _____

No. of Graduate Credit Hours: _____ No. of In-Service Course Hours _____

Present teaching assignment and building: _____

Date course will begin: _____

Please return to the Superintendent of Schools, with copy of appropriate catalogue, or pages therein, brochures, flyers, or other descriptive material, at least two (2) weeks prior to the first class meeting.

For Office Use Only

_____ Approved

Date: _____

_____ Disapproved

Date: _____

Signature - Superintendent of Schools

Comment: _____

CANASTOTA CENTRAL SCHOOL DISTRICT

ASSOCIATION BUSINESS LEAVE FORM

Date: _____

Name of Association Representative(s) _____

Function being attended: _____

Location: _____

Date and time of leave: _____

Please Check Appropriate Space:

_____ Time to be charged to the Association's allotted annual total days.

_____ Time to be charged to personal leave.

Association President or Vice-President
Signature

CANASTOTA CENTRAL SCHOOL
Professional Performance – Review

Teacher: _____ Administrator: _____ Date _____

Assignment: _____ Probationary – Tenured (Circle one)

C- Commendable

S – Satisfactory

S/R – Satisfactory with Recommendations

U/R – Unsatisfactory with Recommendations

- A rating of commendable exceeds the criteria for satisfactory
- A rating of “Satisfactory” indicates a general overall satisfactory competence level in each criteria grouping
- A rating of “Satisfactory” with Recommendations” indicates a general satisfactory competence level for the criteria grouping with one or more recommendations for improvement or growth in a specific criteria area.
- A rating of “Unsatisfactory with Recommendations” indicates an overall unsatisfactory competence level within the criteria grouping. Specific recommendations are listed to highlight improvement and / or growth needed in the specific criteria areas.

In the space to the right of each criterion category, the administrator may add recommendations and/or comments. Additional space for comments may involve an additional sheet being attached to this form. If additional sheets are included with this evaluation form, both the administrator and teacher will sign each sheet.

Criteria For Evaluation of Teachers Providing Instructional Services

The criteria to evaluate the performance of teachers providing instructional services shall include but not be limited to an annual evaluation of the following:

Content Knowledge: The teacher shall demonstrate a thorough knowledge of the subject matter area and curriculum

Preparation: The teacher shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction.

Instructional Delivery: The teacher shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher / student interactions and meaningful lesson plans resulting in student learning.

Classroom Management: The teacher shall demonstrate classroom management skills supportive of diverse student learning needs, which create an environment conducive to student learning.

Student Development: The teacher shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students.

Collaboration: The teacher shall demonstrate that he or she develops effective collaborative relationships with students, parents, guardians, or peers as needed and support personnel to meet the learning needs of students.

Professional Responsibilities: The teacher shall demonstrate that he / she keeps accurate student records and reports, carries out routine duties, interacts and communicates effectively, contributes to a positive school atmosphere and pursues professional development.

1. Classroom Management

- ~Clearly defined classroom routines and procedures
- ~Appropriateness of teaching materials
- ~Use of established school and classroom rules to maintain a positive and safe learning environment

Comments / Recommendations

Classroom Management Rating _____ C _____ S _____ S/R _____ U/R

2. Instructional Presentation

- ~ Knowledge of curriculum
- ~Evidence of planning for sequential, coherent instruction
- ~Instruction is modified to meet pupil differences
- ~Students engaged in learning
- ~Provides immediate and specific feedback
- ~Communicates objectives
- ~Students actively engaged
- ~Utilizes appropriate assessments

Comments / Recommendations

Instructional Presentation Rating _____ C _____ S _____ S/R _____ U/R

3. Teacher – Pupil Relationship Rating

- ~Provides prompt appropriate feedback to students
- ~Maintains positive classroom climate that supports independent thinking
- ~Utilizes positive reinforcement

Comments / Recommendations

Teacher – Pupil Relationship Rating _____C _____S _____S/R _____U/R

4. Professional Responsibilities

- ~ Carries out routine duties promptly
- ~ Maintains appropriate student records and submits reports within designated time limits (report card, permanent records etc.)
- ~ Interacts and communicates effectively
- ~ Contributes to a positive school atmosphere
- ~ Pursues professional development

Comments / Recommendations

Professional Responsibilities _____C _____S _____S/R _____U/R

LESSON OBJECTIVE(S):

SEQUENCE OF TEACHING ACTIVITIES:

SUMMARY:

POST – CONFERENCE DISCUSSION:

Administrator's Overall Evaluation Rating: Commendable Satisfactory
 Satisfactory with Recommendation(s) Unsatisfactory with Recommendation(s)

Teacher Signature _____ Administrator Signature _____

Date _____ Date _____

Check if teacher comments are attached _____ Check if administrator comments are attached _____

**CANASTOTA CENTRAL SCHOOL DISTRICT
Teacher Improvement Plan**

Name _____ Subject/Grade _____

Stated need(s):

Strategies:

Resources:

Timeline – mutually agreed upon plan developed no later than 10 school days after post observation conference

Observer Responsibilities:

Teacher Responsibilities:

Date _____ Observer Signature _____ Teacher Signature _____

**Canastota Central School District
2004 – 05 Teachers' Salary Schedule**

| | |
|------|-----------|
| Step | 2004 – 05 |
| | BA |
| 1 | \$37,250 |
| 2 | \$37,425 |
| 3 | \$37,640 |
| 4 | \$37,910 |
| 5 | \$38,155 |
| 6 | \$38,394 |
| 7 | \$38,645 |
| 8 | \$38,874 |
| 9 | \$39,100 |
| 10 | \$39,314 |
| 11 | \$39,568 |
| 12 | \$39,881 |
| 13 | \$40,255 |
| 14 | \$40,840 |
| 15 | \$41,435 |
| 16 | \$42,469 |
| 17 | \$42,945 |
| 18 | \$43,725 |
| 19 | \$44,360 |
| 20 | \$45,177 |
| 21 | \$45,975 |
| 22 | \$47,055 |
| 23 | \$48,225 |
| 24 | \$49,478 |
| 25 | \$50,750 |
| 26 | \$51,970 |
| 27 | \$53,320 |
| 28 | \$54,840 |
| 29 | \$56,026 |
| 30 | \$57,226 |

Off -Step employees shall receive 3.985% over their 2003-04 base salary plus degree and credit hour stipends and any other stipend that is applicable. Credit hour reimbursement will be granted in blocks of six hours (6) with a maximum of 84 hours. For 2004- 05 credit hours will be paid at the rate of \$111.00 per credit hour.

| | | | |
|---------------------------|-----------------------------|---------------|---------------|
| DEGREE STIPENDS: | GUIDANCE COUNSELOR STIPEND: | A.D. STIPEND: | NBC* STIPEND: |
| Master's \$1410 | Steps 1 – 5 \$765 | \$9102 | \$5200 |
| CAS \$1410 | Above Step 5 \$1530 | | |
| Ph.D. \$1410 | | | |

*National Board Certification

**Canastota Central School District
2005 – 06 Teachers' Salary Schedule**

| | |
|------|----------|
| Step | 2005-06 |
| | BA |
| 1 | \$38,550 |
| 2 | \$38,730 |
| 3 | \$38,932 |
| 4 | \$39,155 |
| 5 | \$39,435 |
| 6 | \$39,690 |
| 7 | \$39,941 |
| 8 | \$40,200 |
| 9 | \$40,440 |
| 10 | \$40,680 |
| 11 | \$40,900 |
| 12 | \$41,164 |
| 13 | \$41,488 |
| 14 | \$41,885 |
| 15 | \$42,488 |
| 16 | \$43,100 |
| 17 | \$44,178 |
| 18 | \$44,673 |
| 19 | \$45,483 |
| 20 | \$46,145 |
| 21 | \$47,000 |
| 22 | \$47,825 |
| 23 | \$48,950 |
| 24 | \$50,165 |
| 25 | \$51,470 |
| 26 | \$52,770 |
| 27 | \$54,065 |
| 28 | \$55,471 |
| 29 | \$57,400 |
| 30 | \$58,287 |

Step employees shall receive 4.04% over their 2004-05 base salary plus degree and credit hour stipends and any other stipend that is applicable. Credit hour reimbursement will be granted in blocks of six (6) with a maximum of 84 hours. For 2005-06 credit hours will be paid at the rate of \$115.00 per credit hour.

| | | | |
|-----------------------------|-----------------------------|---------------|---------------|
| FREE STIPENDS: | GUIDANCE COUNSELOR STIPEND: | A.D. STIPEND: | NBC* STIPEND: |
| Master's | Steps 1 – 5 | \$9466 | \$5408 |
| 3 | Above Step 5 | \$1600 | |
| D | | | |
| ational Board Certification | | | |

**Canastota Central School District
Co-Curricular Salary Schedule**

| Activity | Level | 2004 - 05 | 2005 - 06 |
|------------------------------------|------------------------|-----------------------|----------------------|
| Cheerleading | Varsity | See Coaching Schedule | |
| | JV | See Coaching Schedule | |
| | Frosh | See Coaching Schedule | |
| Class Advisors: | Nine | \$683 | \$710 |
| | Ten | \$683 | \$710 |
| | Eleven | \$1073 | \$1116 |
| | Twelve A | \$1,375 | \$1,430 |
| | Twelve B | \$935 | \$972 |
| Drama Club: | | \$2,295 | \$2,387 |
| International Club: | | \$683 | \$710 |
| FFA: | | \$885 | \$920 |
| FBLA: | High School | \$1,571 | \$1,634 |
| | Junior High | \$846 | \$880 |
| Graduation Advisor: | A | \$442 | \$460 |
| | B | \$442 | \$460 |
| Marching Band: | Instructor | \$2,988 | \$3,108 |
| | Assistant A | \$1,375 | \$1,430 |
| | Assistant B | \$1,375 | \$1,430 |
| Mathletics: | | \$925 | \$962 |
| Musical: | CHIEF | \$2,761 | \$2,871 |
| | Assistant A | \$683 | \$710 |
| | Assistant B | \$683 | \$710 |
| National Honor Society: | High School A | \$683 | \$710 |
| | High School B | \$683 | \$710 |
| | Jr. High School | \$683 | \$710 |
| Newspaper: | High School | \$1,375 | \$1,430 |
| | Junior High | \$1034 | \$1075 |
| | Grades 4-6 | \$1043 | \$1085 |

| | |
|--|--|
| Canastota Central School District Co-Curricular Salary Schedule | |
|--|--|

| Activity | Level | 2004-05 | 2005-06 |
|-----------------------------------|--------------------|----------------|----------------|
| Science Club: | High School | \$638 | \$664 |
| | Grades 7-8 | \$461 | \$479 |
| | Grades 4-6 | \$461 | \$479 |
| Student Government: | High School | \$683 | \$710 |
| | Junior High | \$683 | \$710 |
| Technology Club | Sr. High A | \$651 | \$677 |
| | Sr. High B | \$651 | \$677 |
| Yearbook: | Business | \$2,295 | \$2,387 |
| | Literary | \$2,295 | \$2,387 |
| | Grades 7-8 | \$675 | \$702 |
| History Club: | | \$335 | \$348 |
| SADD: | | \$450 | \$468 |
| FTA: | | \$887 | \$922 |
| Ski Club: | | \$1,034 | \$1,075 |
| Language Fair: | | \$406 | \$422 |
| Debate Advisor: | | \$925 | \$962 |
| Computer: | Grades 7-8 | \$461 | \$479 |
| Select Chorus : | | \$1,329 | \$1,382 |
| Science Olympiad | Grades 7-8 | \$1,015 | \$1,056 |
| | Sr. High | \$1,015 | \$1,056 |
| Science Olympiad Ass't | Grades 7-8 | \$846 | \$880 |
| | Sr. High | \$846 | \$880 |
| Art Club | | \$677 | \$704 |
| Pep Band | | 1,353 | 1,407 |
| Jazz Band | | \$2,706 | \$2,814 |
| Teen Aids Task Force | | \$677 | \$704 |

| |
|--|
| Canastota Central School District Co-Curricular Salary Schedule |
|--|

2004-05 2005-06

| ***** | | RATES ***** | |
|----------------|------------|-------------|---------|
| HOURLY/MILEAGE | | | |
| HOME DUTY | PER HOUR | \$37.18 | \$38.67 |
| LUNCH DUTY | PER HOUR | \$37.68 | \$39.19 |
| SAT REVIEW | PER HOUR | \$29.40 | \$30.58 |
| GRAD ACCOM. | PER HOUR | \$29.40 | \$30.58 |
| MILEAGE | AS PER IRS | | |
| COMMITTEE | PER HOUR | \$29.40 | \$30.58 |

* In the event the District appoints only one person to a position for which there are two position stipends, the appointed individual shall receive both stipends as compensation.

Mileage

Travel authorized by the District, except for travel from school to school within the District, shall be reimbursed at the IRS rate. Reimbursement for athletic scouting trips must be authorized by the Athletic Director.

**Canastota Central School District
Coaching Salaries
2004- 2006**

| SPORT | LEVEL | 1 | 2 | 3 | 4 | 5 | 6 | TOP 7 |
|--------------------------|---------------------------|---------|---------|---------|---------|---------|---------|----------|
| BASEBALL | Varsity Head Coach | \$1,678 | \$1,740 | \$1,895 | \$1,950 | \$2,251 | \$2,650 | \$2,772 |
| | JV Head Coach | \$1,136 | \$1,176 | \$1,200 | \$1,300 | \$1,481 | \$1,739 | \$1,819 |
| | Jr. High Head Coach | \$919 | \$951 | \$1,000 | \$1,125 | \$1,232 | \$1,490 | \$1,559 |
| | Jr. High "B" Coach | \$778 | \$813 | \$895 | \$975 | \$1,060 | \$1,165 | \$1,219 |
| BASKETBALL | Varsity Head Coach | \$2,209 | \$2,251 | \$2,452 | \$2,656 | \$2,854 | \$3,546 | \$3,709 |
| | JV Head Coach | \$1,649 | \$1,681 | \$1,810 | \$1,975 | \$2,116 | \$2,593 | \$2,712 |
| | Jr. High Head Coach* | \$1,316 | \$1,363 | \$1,425 | \$1,612 | \$1,763 | \$2,124 | \$2,222 |
| | Jr. High Asst. Coach* | \$1,118 | \$1,157 | \$1,258 | \$1,417 | \$1,538 | \$1,903 | \$1,991 |
| BOWLING | Varsity Head Coach | \$774 | \$806 | \$875 | \$1,013 | \$1,111 | \$1,369 | \$1,432 |
| CHEERLEADING | Varsity Basketball | \$2,209 | \$2,251 | \$2,452 | \$2,656 | \$2,854 | \$3,546 | \$3,709 |
| | Junior Varsity Basketball | \$1,649 | \$1,681 | \$1,810 | \$1,975 | \$2,116 | \$2,593 | \$2,712 |
| | Frosh Basketball* | \$1,316 | \$1,363 | \$1,425 | \$1,612 | \$1,763 | \$2,124 | \$2,222 |
| | Varsity Football | \$2,385 | \$2,439 | \$2,640 | \$2,843 | \$3,043 | \$3,689 | \$3,800 |
| | Junior Varsity Football | \$1,649 | \$1,681 | \$1,810 | \$1,975 | \$2,116 | \$2,593 | \$2,712 |
| | Frosh Football | \$1,557 | \$1,587 | \$1,715 | \$1,844 | \$1,975 | \$2,417 | \$2,528 |
| CROSS-COUNTRY (co-ed) | Varsity Head Coach | \$1,678 | \$1,740 | \$1,895 | \$1,950 | \$2,251 | \$2,650 | \$2,772 |
| | Asst.(Jr. Head Coach) | \$919 | \$951 | \$1,000 | \$1,125 | \$1,232 | \$1,490 | \$1,559 |
| FIELD HOCKEY | Varsity Head Coach | \$1,678 | \$1,740 | \$1,895 | \$1,950 | \$2,251 | \$2,650 | \$2,772 |
| | JV Head Coach | \$1,136 | \$1,176 | \$1,200 | \$1,300 | \$1,481 | \$1,739 | \$1,819 |
| | Jr. High Head Coach | \$919 | \$951 | \$1,000 | \$1,125 | \$1,232 | \$1,490 | \$1,559 |
| FOOTBALL | Varsity Head Coach | \$2,385 | \$2,439 | \$2,640 | \$2,843 | \$3,043 | \$3,689 | \$3,800 |
| | Assistant Coach (2) | \$1,630 | \$1,674 | \$1,800 | \$1,953 | \$2,152 | \$2,610 | \$2,730 |
| | JV Head Coach | \$1,649 | \$1,681 | \$1,810 | \$1,975 | \$2,116 | \$2,593 | \$2,712 |
| | JV Assistant Coach | \$1,444 | \$1,473 | \$1,594 | \$1,711 | \$1,771 | \$2,247 | \$2,350 |
| | Jr. High Head Coach | \$1,557 | \$1,587 | \$1,715 | \$1,844 | \$1,975 | \$2,417 | \$2,528 |
| | Jr. High Asst. Coach | \$1,444 | \$1,473 | \$1,594 | \$1,711 | \$1,771 | \$2,247 | \$2,350 |
| | Trainer | \$690 | \$705 | \$764 | \$821 | \$879 | \$1,040 | \$1,050 |
| Equipment Manager | \$1,072 | \$1,072 | \$1,072 | \$1,072 | \$1,072 | \$1,072 | \$1,072 | |
| GOLF | Varsity Head Coach | \$878 | \$918 | \$950 | \$1,108 | \$1,175 | \$1,492 | \$1,561 |
| SOCCER | Varsity Head Coach | \$1,678 | \$1,740 | \$1,895 | \$1,950 | \$2,251 | \$2,650 | \$2,772 |
| | JV Head Coach | \$1,136 | \$1,176 | \$1,200 | \$1,300 | \$1,481 | \$1,739 | \$1,819 |
| | Jr. High Head Coach | \$919 | \$951 | \$1,000 | \$1,125 | \$1,232 | \$1,490 | \$1,559 |
| SOFTBALL | Varsity Head Coach | \$1,678 | \$1,740 | \$1,895 | \$1,950 | \$2,251 | \$2,650 | \$2,772 |
| | JV Head Coach | \$1,136 | \$1,176 | \$1,200 | \$1,300 | \$1,481 | \$1,739 | \$1,819 |
| | Jr. High Head Coach | \$919 | \$951 | \$1,000 | \$1,125 | \$1,232 | \$1,490 | \$1,559 |
| | Jr. High Asst. Coach | \$778 | \$813 | \$895 | \$975 | \$1,060 | \$1,165 | \$1,219 |

**Canastota Central School District
Coaching Salaries
2004- 2006**

| SPORT | LEVEL | 1 | 2 | 3 | 4 | 5 | 6 | TOP 7 |
|--------------|-----------------------|---------|---------|---------|---------|---------|---------|----------|
| TENNIS | Varsity Head Coach | \$878 | \$918 | \$950 | \$1,108 | \$1,175 | \$1,492 | \$1,561 |
| TRACK | Varsity Head Coach | \$1,678 | \$1,740 | \$1,895 | \$1,950 | \$2,251 | \$2,650 | \$2,772 |
| | Assistant Coach | \$1,136 | \$1,176 | \$1,200 | \$1,300 | \$1,481 | \$1,739 | \$1,819 |
| | Jr. High Head Coach | \$919 | \$951 | \$1,000 | \$1,125 | \$1,232 | \$1,490 | \$1,559 |
| | Jr. High Asst. Coach | \$753 | \$764 | \$821 | \$879 | \$937 | \$1,241 | \$1,298 |
| WINTER TRACK | Varsity Head Coach | \$2,209 | \$2,251 | \$2,452 | \$2,656 | \$2,854 | \$3,546 | \$3,709 |
| | Asst.(Jr. Head Coach) | \$1,316 | \$1,363 | \$1,425 | \$1,612 | \$1,763 | \$2,124 | \$2,222 |
| VOLLEYBALL | Varsity Head Coach | \$2,209 | \$2,251 | \$2,452 | \$2,656 | \$2,854 | \$3,546 | \$3,709 |
| | JV Head Coach | \$1,649 | \$1,681 | \$1,810 | \$1,975 | \$2,116 | \$2,593 | \$2,712 |
| | Jr. High Head Coach* | \$1,316 | \$1,363 | \$1,425 | \$1,612 | \$1,763 | \$2,124 | \$2,222 |
| | Jr. High Asst. Coach* | \$1,118 | \$1,157 | \$1,258 | \$1,417 | \$1,538 | \$1,903 | \$1,991 |
| WRESTLING | Varsity Head Coach | \$2,209 | \$2,251 | \$2,452 | \$2,656 | \$2,854 | \$3,546 | \$3,709 |
| | Assistant Coach | \$1,649 | \$1,681 | \$1,810 | \$1,975 | \$2,116 | \$2,593 | \$2,712 |
| | JV Head Coach | \$1,649 | \$1,681 | \$1,810 | \$1,975 | \$2,116 | \$2,593 | \$2,712 |
| | Jr. High Head Coach* | \$1,316 | \$1,363 | \$1,425 | \$1,612 | \$1,763 | \$2,124 | \$2,222 |
| | Asst. Jr. High Coach* | \$1,118 | \$1,157 | \$1,258 | \$1,417 | \$1,538 | \$1,903 | \$1,991 |

The schedules in place for 01-04 shall remain the same for 04-06. Coaches above top step 7 will receive 4% over their 03-04 coach salary for 04-05 and 4% over their 04-05 coach salary for 05-06.

In 2004-05 and 2005-06 coaches above top step 7 moving within the sport to a new position will receive a 4% increase on the salary shown on step 7.

- Due to a shorter season, these positions, plus all boys volleyball positions, will receive 67% of the salary determined by the schedule above.

APPENDIX A

CANASTOTA CENTRAL SCHOOL DISTRICT

REGULATIONS GOVERNING THE EMPLOYEES' HEALTH INSURANCE PLAN

TYPES OF ENROLLMENT

There are two types of enrollment for which you may apply. Individual Coverage, which provides protection for yourself only. Family Coverage, which provides protection for yourself, your spouse and any eligible children.

EMPLOYEE ELIGIBILITY

You must have been hired for an anticipated period of employment of at least three months. In addition:

You must work a regularly scheduled work week of 20 hours or more OR be paid an annual salary at a rate of \$2,000 or more per year

OR

Your major source of family income is from your public employment.

Anyone employed by two or more employers who participate in the same insurance plan may elect coverage with only one such employer. If your spouse also works for an employer who participates in the insurance plan, you may each elect either individual or family coverage, independent of your spouse's choice.

All categories of employees formerly eligible under the State Health Plan shall continue to be eligible for participation under this insurance plan.

DEPENDENT ELIGIBILITY

The following types of dependents are eligible for coverage under your enrollment:

Your spouse (a legally separated spouse is eligible for coverage under the plan a former spouse is not);

Your unmarried children under 19 years of age;

Your unmarried children 19 years of age or older but under 25 who receive more than half of their support from you and who are full-time students at a secondary or preparatory school or college or other accredited education institution. Time spent

in military service, not to exceed four years, may be deducted from the dependent's age for the purpose of establishing eligibility for coverage.

A dependent child whose 19th birthday occurs during school vacation period will continue to be covered under the Plan, provided the child is enrolled in a school and it is anticipated the child will resume full-time student status at the end of the vacation period. In the event a dependent student is disabled and is granted a medical leave by the school he or she is attending, coverage will be continued for a maximum of 12 calendar months following the month in which the child withdraws from school plus the time between the end of that period and the beginning of the next regular semester.

Your unmarried child 19 years of age or older who is incapable of self-support by reason of mental or physical disability and who became so incapable before reaching age 19. The eligibility of such a dependent should be established as early as possible. This should be done at the time of your initial enrollment if the child is age 19 or older at the time. If the child is younger than age 19 when you first enroll in the Plan, eligibility for continued coverage should be established at the time of the child's 19th birthday.

In this Plan, the term "child or "children" includes:

An employee's own child or legally adopted child, regardless of the child's place of residence or the degree of support provided.

Any Step-Child of the employee who permanently resides in the employee's home.

Any other child supported by the employee or the spouse of the employee and permanently residing in the employee's home, provided the support and residence began before the child reached age 19. Residence of a temporary nature, as in the case of an exchange student, does not qualify for a dependent for coverage.

If no blood relationship (e.g., grandchild) or legal relationship (e.g., legal guardian) exists, the dependent is not eligible unless the employee or the spouse of the employee provides at least 50% of the dependent's support. Where there is a blood relationship or legal relationship, permanent residence and some degree of support (although not necessarily 50%) are sufficient to establish eligibility.

An employee's parents are not eligible for coverage even though they may qualify for income tax purposes.

EFFECTIVE DATES OF COVERAGE

Employees new to the district at the beginning of the school year in September shall be required to complete enrollment forms at the time of their hiring so that their coverage may be effective in September. Those who are hired at other times will begin coverage on the first day of the month following application. If you do not apply for coverage upon initial employment, you may do so later but will not receive coverage until the first of the month following application.

ENROLLMENT CHANGES

Changes in your family status may make it necessary or desirable for you to change the coverage for which you are enrolled. You must go to your Business Office and apply for a change. It does not happen automatically.

You may request a change from Individual coverage to Family coverage for one of the following reasons:

- Provide coverage for a newly acquired spouse or dependent child; to provide coverage for a previously eligible but unenrolled spouse and/or dependent children.

- If you wish to change to Family coverage, you should do so as soon as possible. Any delay in applying for a change could mean a delay in obtaining coverage for your dependents.

- If you apply for Family coverage within one month of the effective date of your individual coverage or the date you first acquire an eligible dependent, Family coverage will become effective on the first day of the month following your request for family coverage. If you apply after this one-month period, coverage for your dependents will not begin until the next enrollment date of September 1, or March 1, whichever comes first. If you apply in advance, arrangements can be made to begin coverage on your date of marriage or the date you acquire an eligible dependent child.

You may request a change from Family coverage to Individual coverage at any time if you:

- No longer have dependents eligible for coverage; No longer wish to provide coverage for dependents even though they are still eligible (in this case, if you reenroll for Family coverage on a later date, coverage for your dependents may be deferred until the open enrollment period.)

LEAVE WITHOUT PAY

If you are granted a leave from your job for any reason, you may still continue your group health insurance coverage. To do so, you will be required to pay the entire cost of the

premium while you are in leave status. If you plan to take a leave, consult your Business Office in advance for exact details on how to continue your coverage.

PAYMENTS TO DISTRICT

Enrollees no longer on the payroll who are eligible for continued group coverage must make their monthly premium payments to the District Office in order to insure their continued coverage under the District's Health Insurance Plan. If an employee whose coverage has been cancelled for failure to remit payments while off the payroll wishes to have coverage reinstated while still on leave, coverage may be reinstated as of the first day of the third month following the date of request.

DISABILITY WAIVER OF PREMIUM

Employees who become disabled and are off the payroll will have a total premium waiver for up to one year from date of removal from payroll. To be eligible for a waiver you must meet the following conditions:

You must be totally disabled as a result of sickness or injury and have been continuously so disabled for at least three months.

If you are receiving income through salary, sick leave accruals or a New York State retirement allowance, you are not eligible.

You must have kept coverage in effect by direct payments while off the payroll.

A waiver of premium is not automatic; you must apply for it through the Business Office. The waiver will be effective retroactively after approval.

DEATH OF ENROLLEE-SURVIVOR COVERAGE

An enrollee who has family coverage and dies shall have such coverage continued for one (1) year following the month of death under the same premium arrangement under which the employee participated.

If the deceased enrollee has completed 10 years of active service as a New York State public school teacher or State employee, survivors will be eligible to continue coverage in the Plan, by monthly payment of the total applicable premium. The ten year service requirement is waived if the death was a work related accident.

A surviving spouse may continue such coverage until he or she remarries. Surviving children may be covered as long as they otherwise meet the definition of dependent child.

TERMINATION OF EMPLOYMENT

Normally, when you cease to be employed by the District your coverage will end on the last day of the month in which employment ends. If your coverage ceases because of termination of employment you will be offered converted contracts with the carriers who provide your present coverage. Enrollees whose employment is terminated may continue in the group for up to an additional three months beyond the month of termination by monthly payment of the total applicable premium.

ABOLITION OF POSITION - PREFERRED ELIGIBILITY LIST

An employee whose services have been terminated due to the abolition of his or her job or who has been placed on a Preferred List for reinstatement may continue coverage for a maximum of one year or until re-employed, whichever comes first. During this period of continuance, the enrollee is required to pay only the employee share of the premium.

RETIREMENT

An employee who meets the requirements for coverage during retirement, but who is covered under the Plan as a dependent of another employee at the time of retirement, may at any time thereafter enroll as a retiree, regardless of coverage as a dependent.

SERVICE RETIREMENT

An enrolled employee is eligible to continue coverage after retirement if he has completed five years of service with the District, and the employee is eligible to receive a retirement allowance from a retirement system administered by the State of New York or one of its civil divisions; or if not eligible to receive such retirement allowance is at least 55 years of age.

DISABILITY RETIREMENT

An enrolled employee is also eligible to continue coverage during retirement regardless of age or length of service with the District if granted a service-connected disability retirement by a retirement or pension plan or system administered and operated by the State of New York or a civil division thereof, including the New York State Teachers Retirement System.

VESTED STATUS

Enrollees who terminate their employment before retirement age may continue their health coverage if they have satisfied the minimum requirements established by their retirement

system for vesting receipt of their retirement allowance (this need not be done officially); and met the five year District service requirement.

Eligible employees who wish to continue coverage during vested status must pay the full premium from the date their employment terminates until they become eligible to receive a retirement allowance. After that date, they are only responsible for the employee share payments. Vestees who wish to continue coverage into their retirement must continue coverage as an enrollee or a dependent of an enrollee while in vested status. A vestee whose coverage lapses will not be permitted to reinstate coverage, either during vested status or after retirement.

REIMBURSEMENT OF MEDICARE PREMIUM

Enrollees in the Health Insurance Plan shall be reimbursed an amount equal to the current charge for insuring themselves and/or their covered dependents for medical benefits under Part B of the Medicare Program. Effective 7/1/2001, Medicare eligible health plan enrollees must actually enroll in Medicare Part B in order to be eligible for the Medicare reimbursement from the District. The District shall give written notification of this requirement to each enrollee two months prior to the enrollee's date of eligibility for Medicare. A copy of such notice shall be sent to the CTA President (or his or her designee). Benefits under the Health Insurance Plan are reduced by those available from Medicare regardless of whether or not you or your dependent enroll in Medicare.

MEDICARE

When you or a covered dependent become eligible for Medicare, either by reaching age 65 or because of disability, you should enroll in Medicare for both:

Part A - Hospitalization insurance (covers hospitalization and services in an extended care facility) and

Part B -Medical insurance (covers doctors' services, medical services, supplies and rental of medical equipment and certain other services.)

THE PLAN WILL NOT PROVIDE ANY BENEFITS THAT AN ENROLLEE OR DEPENDENT IS ELIGIBLE TO RECEIVE FROM THE FEDERAL MEDICARE PROGRAM - WHETHER OR NOT THAT PERSON HAS ENROLLED IN MEDICARE. CONSEQUENTLY, TO AVOID A DRASTIC REDUCTION IN HEALTH INSURANCE COVERAGE, IT IS ESSENTIAL THAT EACH ELIGIBLE ENROLLEE AND DEPENDENT BE ENROLLED IN BOTH PART A AND PART B OF MEDICARE.

Application should be made through your local Social Security Office prior to your date of eligibility for Medicare. An enrollee or dependent becomes eligible for Medicare benefits on the first day of the month in which he or she:

Reaches age 65 or,
First meets the Medicare requirements for coverage as a disabled person under age 65 (i.e. 24 months after qualifying for Social Security disability benefits.)

Bills for services covered by Medicare must be submitted to Medicare before being submitted to any part of the Plan.

Medicare does not cover all hospital and medical expenses. Your Plan will supplement Medicare so that you and/or your covered dependent will have the same benefits you now have plus some additional Medicare coverage.

COORDINATION OF BENEFITS

The Plan will not duplicate benefits that are primarily available to you or a covered dependent through enrollment under another group plan.

If you and your spouse are both enrolled in group health insurance plans which coordinate benefits, including the Plan, your coverage will be primary for you and your spouse's coverage will be primary for him or her. The coverage for any children will be that of the older parent.

Please check with the Union and the District for changes due to statute.

Appendix B

Early Retirement Incentive

Explanation

The eligibility for unreduced benefits (no penalty) under the NYSTRS for a service retirement is age fifty-five and twenty years of service for Tier I members. Members of Tiers II, III, and IV must have thirty years of service in order to retire at age fifty-five with unreduced benefits. However, at age 62, a Tier II, III, or IV member may retire with an undiminished stipend if she/he has twenty years of service. Thus, any Tier II, III or IV teacher who has thirty years of service at or after age 55 is eligible to retire without penalty at that time. If you do not have thirty years service before age 62, you will not qualify for an undiminished stipend until at or after age 62. When age and service time first come together, that is your individual window of opportunity for the retirement incentive.

To receive the early retirement incentive benefit, you must retire at the close of the school year following that individual window or at the close of either of the previous two school years.

Examples

A Tier I member – 25 years service and age 55 on August 1, 2003. To collect the incentive, the individual must retire at the close of the 2003-04 school year or at the close of the 2002-03 or 2001-02 school year.

A Tier II, III, and IV member with the same birthday and years of service would not be eligible until five years later (assuming the person worked all five years). Thus, with thirty years service at age 60, a person would be first eligible to retire with an undiminished stipend on August 1, 2008. The individual could retire at the close of the 2008-09 school year or at the close of the 2007-2008 school year or the 2006-07 school year.

A Tier II member who will be fifty-five years old on September 30, 2004. You will have completed thirty years of service at the end of the 2003-04 school year. You may retire at the close of the 2003-04 school year (although you will not receive your New York State pension until October) or you may retire at the close of the 2004-05 school year at which time you will receive your pension immediately following retirement; or you may leave really early, at the close of the 2001-02 school year (if you can afford to do so).

Note: Employees to be eligible for this benefit must also meet the contractual requirements and criteria as contained in Article XVII.

Side Letters of Agreement

Memorandum of Agreement
between the
Canastota Central School District
and the
Canastota Teachers' Association

The parties herein agree to the following addition to Article X (F) of the Canastota Teachers' Association agreement:

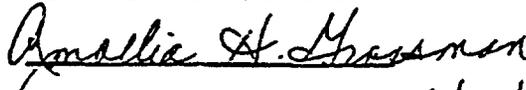
In accordance with applicable provisions of federal law, eligible bargaining unit members may have greater rights to unpaid leave time than is set forth in this section for certain qualifying events. Those members who qualify for Family and Medical Leave Act leave must make application for such leave in advance on a form available in the District Office.

During a period of Family and Medical Leave, the District will continue health, dental and disability benefits as if the employee were still actively employed. Personal illness paid leave in excess of 3 days will reduce the Family and Medical Leave entitlement if such leave is used for a Family and Medical qualifying event.

For the District:

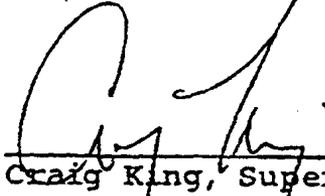

Superintendent 6/30/94

For the Association:

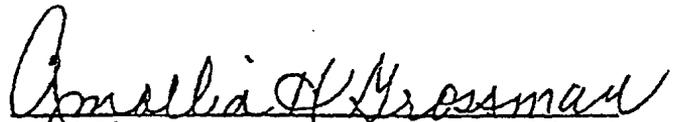

Association President 6/30/94

Side Letter of Agreement

In order to facilitate necessary consultation and communication between and among the professional staff, no remedial or PPS support personnel will be assigned bus duty on Monday and Tuesday. Further, no building or district level meetings will be held on these two days. It is understood that this time during the regular workday shall be utilized for team planning. Administrators and teachers will keep a calendar of all meetings scheduled in advance. This arrangement will be reviewed at the end of the 1993-94 school year at which time the parties will make any necessary adjustments.



Craig King, Superintendent



Amollia Grossman, CTA President

Dated: 5/26/93

Dated: 5/26/93

Canastota Teachers Association
Jr.-Sr. High School
Roberts St., Canastota, NY 13032



Memorandum of Understanding Between the Canastota Teachers Association and the Canastota Central School District.

It is agreed that the position of Athletic Director is not the exclusive work of the bargaining unit represented by the Canastota Teachers Association.

However, if the individual chosen as AD is a teacher, the terms and conditions of the position are described in the job description as bargained by the CTA and the District.

In addition:

The funds for coaching salaries for 1998-99 will be determined by increasing the amount spent on coaches' salaries during 1997-98 (excluding extended season pay) by 3.5%.

The funds for coaching salaries for 1999-00 will be determined by increasing the projected amount spent on coaches' salaries during 1998-99 (excluding extended season pay) by 3.5%.

The funds for coaching salaries for 2000-01 will be determined by increasing the projected amount spent on coaches' salaries during 1999-00 (excluding extended season pay) by 3.75%.

Signed for the District:

 Date: 11/6/98

Signed for the CTA:

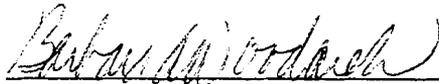
 Date: 11/6/98

Memorandum of Agreement

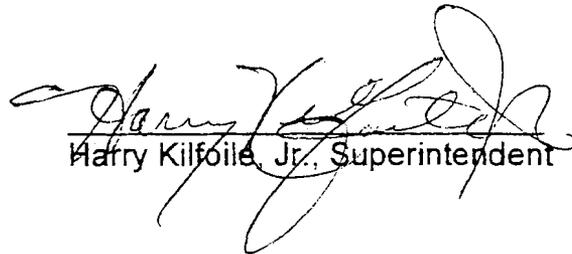
The Canastota Teachers' Association and the Canastota Central School District agree that its representative will meet to discuss the problems associated with the release time religious education program as it relates to delays in the busing schedule and interference with the instructional program. The District pledges to investigate and attempt a resolution of these issues.

For the Association

For the District



Barbara Woodarek, President



Harry Kilfoile, Jr., Superintendent

6/16/04

Date

6/16/04

Date

Side Letter of Agreement to be included in the Contract

Salary Statement July 2004

The Canastota School District acknowledges that the statement "... and further state that I am properly qualified for the position I hold" added to the 2004-2005 salary agreement issued to individual teachers and guidance counselors is inappropriate and will not be used by the District in any fashion against the teacher or as a representation of any standards, met or unmet, and that future salary notices will not contain that statement.

Signed for the District

Jerome F. Melvin

Date 7/16/04

Signed for CTA

Barbara Woodard

Date 7/16/04

CANASTOTA CENTRAL SCHOOLS

CONTRIBUTION TO SICK LEAVE BANK

I hereby authorize the District to deduct one day from my sick leave entitlement to be credited to the sick leave bank.

Signature

Date

CANASTOTA CENTRAL SCHOOLS

SICK LEAVE BANK REQUEST

Name _____ Date _____

Building _____ Position _____

Reason for Request _____

Number of days requested (up to a maximum of 20 days) _____

Successive requests will be considered new. A new form must be completed.

Those who request days that do not qualify for disability will pay back days as determined by the Sick Leave Bank Committee. (See Article X, Section O, p. 26-27.)

Signature _____