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COPY

Canaseraga Central School
POB 230 4-8 Main Street
Canaseraga, NY 14822

CONTRACTUAL AGREEMENT

Between

**THE CANASERAGA CENTRAL SCHOOL DISTRICT
CANASERAGA, NEW YORK**

And

**THE CANASERAGA TEACHERS ASSOCIATION
CANASERAGA CENTRAL SCHOOL
CANASERAGA, NEW YORK**

July 1, 2005 - June 30, 2007

RECEIVED

DEC 03 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



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PREAMBLE

Recognizing that providing a high quality education for children of Canaseraga is the paramount aim of this school district, and that good morale in the teaching staff is necessary for the best education of the children.

We do hereby declare that:

WHEREAS, the Board of Education, under law, has the final responsibility for establishing policies for the district. There is reserved exclusively to the Board of Education all rights, powers, responsibilities and authority expressly or inherently vested in it by the constitution and laws of the State of New York and by the United States, as well as authority arising from the precedent of policies, procedures, and decisions historically established by the Board or by its Administration with Board approval and review. It is hereby agreed that the Board retains the rights and authorities aforementioned, and all authority necessary to implementing same, excepting where expressly limited or agree differently in the provisions of the Agreement.

WHEREAS, the Board recognizes that teaching is a profession having a special expertise which entitles them to participate in determining policies and programs designed to improve educational standards.

WHEREAS, the Board and the Administration have the responsibility for carrying out the policies established.

WHEREAS, the professional teaching staff share responsibility with the Board and the Administration for providing the best possible instruction in the classroom.

WHEREAS, the Board believes that these responsibilities can best be discharged through collective negotiations with members of the education profession speaking through their organization. It shall be the policy of this Board that teachers shall have the right and privilege, through representation of their own choosing, to make recommendations toward the formulation of policies relating to working conditions. The following principles and procedures are adopted in order to implement this policy.

WHEREAS, the Board and the 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.

NOW, THEREFORE, this Agreement is made and entered into on this ____ day of _____, 2005 by and between the BOARD OF EDUCATION OF THE CANASERAGA CENTRAL SCHOOL DISTRICT AND THE CANASERAGA TEACHERS' ASSOCIATION.

A. RECOGNITION

1. The Board recognizes the Canaseraga Teachers' Association as the exclusive representative of the employees in an appropriate negotiating unit consisting of the professional staff and teaching assistants whose positions require certification by the New York State Department of Education but excluding all elementary and secondary school principals, assistant principals, all substitute teachers, Director of Pupil Personnel Services, Psychologist and Administrative Assistant to the Superintendent of Schools, for the purpose of collective negotiations and in the determination of, and the administration of grievances arising under the terms and conditions of employment of the employees in the negotiating unit.
2. The Board, in order to recognize a teacher organization as the exclusive representative of the teaching personnel, requires satisfactory evidence that the organization does in fact represent a majority of such employees. Such evidence shall be in the form of a signed membership list, signed designation cards, or dues deduction authorizations. In the event of a challenge, the Board will proceed according to the regulations of the Public Employment Relations Board established under Article 14 of the Civil Service Law.
3. By virtue of satisfactory evidence submitted, the Association agrees to provide the Board by December 1 of each year with a list of the active members of the Association. This recognition shall continue in effect so long as the Association's active membership contains more than fifty (50) percent of the total employees in the negotiating unit. The Board agrees not to negotiate with any other teacher organization other than the Association for the duration of the Agreement.

B. PRINCIPLES

1. It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in the Canaseraga Central School district depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.
2. The Association shall admit to membership professional personnel without discrimination as to race, religion, national origin, sex or marital status. It is further recognized that teachers have the right to join, or not join, the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee. The legal rights inherent in the Education Law and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by this Agreement.
3. The Canaseraga Teachers' Association may have the following privileges, subject to regulations of the Board of Educations: (a) to use specific bulletin boards (in faculty room, by mail boxes, etc.) or other communications media, and (b) to use building facilities for the purpose of meetings concerned with the exercise of the rights established by this Agreement.

4. The Board and the Association shall negotiate in a good-faith effort to reach agreement over the establishment or modification of policies dealing with working conditions and salaries. Any agreement so negotiated shall apply to all teachers employed in the Canaseraga Central School District regardless of membership in the Association.

5. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. While no final agreement shall be executed without ratification by the Board and the Association, the parties mutually pledge that their representatives will be vested with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

6. The Board may furnish to the Association and the negotiating committee in accordance with their reasonable requests all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association and its negotiating committee in developing intelligent, accurate, and constructive programs on behalf of the teachers and their students.

7. As a partner in this contract, the Association accepts the responsibility of doing everything possible to see that this Agreement is not violated by members of their Association.

C. PROCEDURES

1. The Board, or designated representatives of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

2. It is contemplated that terms and conditions of employment in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may arise from time to time of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters. The final decision in such matters shall rest with the Board of Education and the Administration.

3. Meetings of the negotiating committees may be initiated at the written request of either party. The other party will respond within two weeks for the purpose of establishing a mutually acceptable meeting date for the first negotiating session. However, no later than February 5 of each year the parties will enter into good-faith negotiations over a successor agreement covering the following school year. All issues proposed for discussion shall be submitted in writing by both parties at the first meeting. The second meeting and all subsequent meetings shall be called at times mutually agreed by the parties.

4. The second and all succeeding meetings shall be for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Such meetings shall continue to be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.
5. 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.
6. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval.
7. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
8. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
9. The Board will cause copies of this Agreement to be printed at its expense in sufficient copies so that a copy can be distributed to each teacher covered by this Agreement and 25 additional copies for the use of the Association.

D. NO DISCRIMINATION

1. Neither the Board nor the Association will discriminate or take reprisals against any teacher with respect to terms and conditions of employment by reason of his membership in the Association or any other employee organization, or initiation or processing of any negotiated materials, grievance, or complaint under this Agreement.

E. JUST CAUSE

No unit member will be reprimanded, reduced in rank, disciplined or terminated except for just cause.

F. ATTACHED ARTICLES

The policy statements, salary schedules, etc., attached hereto in the form of Articles and Sections, are hereby made part of this Agreement.

G. NEW COMPACT LANGUAGE

Given the new directions and general spirit of cooperation exemplified in the New Compact for New York State, the Board and the Association are cooperative shareholders in the pursuit of excellence for our school and more specifically, our students. This shared responsibility is a serious commitment to the future decisions, investments and resources available to our system. Without this collective approach, our successes will be less significant. Therefore, we are committed to addressing the many challenges which lie ahead with a more cooperative view of the solutions and their benefits for all of us. Input for these decisions will need to be fostered from all shareholders of our district, but most assuredly from the Board and the Association. Potentially, this will affect almost every aspect of the way we conduct ourselves as a system and as an employer. This will also affect the roles associated with working for the district as it attempts to set and meet its future goals.

H. DURATION

This will be a two year contract commencing July 1, 2005 and terminating June 30, 2007.

ARTICLE I

STATEMENTS OF EDUCATIONAL PHILOSOPHY

Article I - Section 1

EMPLOYMENT OF QUALIFIED TEACHERS

A. In order to assure that pupils are taught by teachers working within their area of competence, teachers will not be employed, except for good cause, outside the scope of their teacher certification and/or major or minor fields of study.

Article I - Section 2

ACADEMIC FREEDOM

A. The nature of American Democracy demands that citizens be able to listen to all sides of a controversial issue, sort out the facts, and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues which are within their intellectual grasp and are under current debate within our society. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school system, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligations to pursue truth in the performance of their classroom functions.

B. The Board will attempt through its policies to employ capable teachers, supply them with the necessary teaching materials, and maintain an atmosphere of academic freedom in the schools. The teachers as individuals and through their councils, committees and departments, and through the Administration will be responsible for

determining when and how to deal with controversial issues according to the maturity and needs of students and the policies of the Board of Education.

C. The provisions of this Article I - Section 2 shall not conflict with or limit the authority of the Board of Education to determine the District's educational program, curriculum, textbook selection and teaching materials.

Article I - Section 3

TEACHER ORIENTATION

A. A teacher orientation program and a preschool preparation period shall be provided prior to students beginning attendance for the year.

B. Time will be provided for a special orientation for new teachers and for teachers preparing their classrooms for the new school year. A general faculty meeting may also be held.

Article I - Section 4

DISCIPLINE AND TEACHER PROTECTION

A. The Board hereby assures teachers that it shall put its full support behind the procedures and policies hereafter recommended and adopted by the Board in matters of discipline. The Board and the Association recognizes a mutual responsibility for the enforcement of such policies.

B. The Board recognizes the principle of in loco parentis and agrees to carry adequate insurance protecting teachers in lawsuits brought against them for alleged negligence or alleged bodily or property damages. In case the teacher is found guilty of cause indicating neglect, insubordination, incompetence, mental breakdown, or extreme lack of judgment, this may serve as reason for immediate dismissal by the Board of Education.

Article I - Section 5

VACANCIES AND PROMOTIONS

A. Whenever any vacancy in any promotional position in the District shall occur by reason of death, retirement, discharge, resignation, or the creation of a new position, the Board shall have written notice to the Association and shall post such vacancy notices on the bulletin boards in the main office and in the faculty room. The written notice of vacancy shall include a job description and the minimum requirements of the position. The closing date for application shall be shown on the notice and the notice shall be posted at least ten (10) days prior to such closing date.

B. The Board shall give special consideration for promotions to persons with seniority in the District provided that it is understood and agreed that the Board's policy is to obtain the most qualified applicants from all available sources.

Whenever applicants are of equal qualifications, one being from within the District, the one within the District will be given preference.

Article I - Section 6

SCHOOL CALENDAR

A. The school calendar is adopted on a county-wide basis in cooperation with the participating school boards. At any time the county does not adopt a calendar, the local Association may make recommendations to the Board regarding the calendar.

B. The local calendar shall provide time, whenever possible, during the final week for elementary teachers to prepare records and close rooms.

Article I - Section 7

ASSEMBLY PROGRAMS

A. Special assembly programs offered during the school day for the additional enrichment of the educational program will be selected by a committee composed of one elementary teacher, one secondary teacher, a representative of the student body, and the Superintendent of Schools or his designee.

Article I - Section 8

BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

A. The Board and the Association agree to compile and distribute to the faculty all administrative rules and regulations and Board policies pertaining to the duties of staff members. The Board shall also keep these rules, regulations, and policies current by immediately notifying the Association of any additional and revised duties expected of the faculty.

ARTICLE II

RIGHTS OF PROFESSIONAL EMPLOYEES

Article II - Section 1

TEACHERS PERSONAL AND PRIVATE LIFE

The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibility to and relationships with students and/or the school system.

Article II - Section 2

TEACHERS ASSIGNMENTS AND SCHEDULES

A. The District shall endeavor to give teachers notice of their tentative grade and/or subject assignments for the forthcoming year no later than June 1 of the year covered by this agreement. If there is to be a change in assignment after that, the Chief School Officer will notify the teacher within a reasonable time after learning of the change.

B. All teachers shall, whenever possible, be given notice of their assignments to extra-curricular activities for the forthcoming year no later than June 1 of the year covered by this Agreement. The Board shall reserve the right to make final decisions as to the assigning of volunteer personnel for extra-curricular duties.

C. On the first day of school in September, each faculty member will receive a statement itemizing the following information for the coming school year:

1. Previous year's salary
2. Coming year's salary
3. Pay for any known extra responsibility position
4. The number of accumulated sick leave days

Article II - Section 3

TEACHING LOAD

A. The Board of Education will be guided by the regulations of the Commissioner of Education, Section 170 part E, that states, "The number of daily periods of classroom instruction for a secondary school teacher should not exceed five. A school requiring of any teacher six or more teaching periods a day or a daily teaching load of more than 150 pupils should be able to justify the deviation from this policy." School districts that are unable to meet the terms of this regulation are required to make annual reports with respect to the progress made toward eventual compliance with the regulations together with the reasons for noncompliance. (Commissioner's Decision No. 6817)

A. There is no similar regulation for elementary teachers but any teacher can protest an unreasonable load to the Commissioner of Education.

C. Any deviation from the standard teaching or preparation load prescribed in this Agreement shall be subject to the grievance procedures and the burden of proof shall be on the administration to establish that the deviation was reasonable under all of the circumstances.

D. All teachers shall have a duty-free lunch period daily, but in no case shall a teacher have fewer than thirty (30) minutes.

E. All secondary teachers shall have at least one regular class period of preparation time each school day during which time they shall not be assigned to other duties except

during an emergency. All elementary teachers shall have a preparation period during the time when a special teacher is in charge of his class. Every attempt should be made to guarantee the elementary teacher an average of one-half hour preparation time daily. The same or equitable provisions shall be provided to all part-time teachers whenever possible.

F. Whenever possible, teachers shall meet their classes in a single designated classroom and should not be required to move from room to room except when required by an approved education program.

G. Teachers are responsible for the preparation of materials for classroom use.

H. For the period of time that the District employs the current block schedule:

1. The District shall endeavor to assign a secondary teacher to teach no more than six (6) classes for three (3) visitations per week (18 sessions each week).
2. A unit member may volunteer to teach a seventh (7th) class when the need exists, provided that the District, the volunteer and the Association sign a Memorandum of Agreement.
3. When there are no volunteers, and in other emergency situations, the Superintendent will meet with the Association President(s) prior to making an assignment.

Article II - Section 4

SUBSTITUTE TEACHERS

The Board recognizes that the responsibility for conducting classroom teaching lies with the permanently hired teacher. When that teacher is absent, it is the responsibility of the Board to fill that position with a responsible substitute teacher. The full-time teacher's request for a particular substitute will be considered when that substitute has proven merit.

Article II - Section 5

EXTRA-CURRICULAR ACTIVITIES

The teachers recognize that their responsibilities to their students and the profession requires the performance of duties that involves the expenditure of time beyond that of the normal school day. However, voluntary participation in extra-curricular shall be encouraged only.

Article II - Section 6

NOTICE OF CONTINUING EMPLOYMENT

A. The probationary period for a new teacher will be three years in any tenure area. Should New York State Law on this subject change as a result of new legislation, court rulings, or decisions of the Commissioner, the Association shall have the right to immediately discuss this Section.

B. It is agreed between the Board and Teachers Association that a teacher will have applied for Permanent Certification within a period of 5 years of employment or contract will be terminated.

C. Before the dismissal of a probationary teacher for unsatisfactory job performance, a good faith effort will be made to correct performance deficiencies through observation and evaluation, conferences and/or additional help which might be available.

Article II - Section 7

EVALUATION PROCEDURES

A. Teacher performance appraisal is necessary for the improvement of classroom instruction and maintenance of educational quality standards. Toward that end it is important that teaching staff be entitled, as a matter of professional right, to:

1. know how well they are performing their professional duties and responsibilities;
2. know the parts of their performance in which improvement is needed as soon as shortcomings are detected;
3. know the areas in which improvement has been made or the need for future improvement exists;
4. have candid appraisal and discussion of their work;
5. have full discussion of appraisal reports with the observer appraiser; and
6. have both the right and the responsibility to seek and receive supervisory assistance in the development of their professional skills and performance.

B. Observations and monitoring of the performance of all teachers will be conducted openly, with full knowledge of the teacher.

C. Teachers will be hired on the premise that they are fully prepared to teach. The probationary teacher must prove to the Administration that they know the content

material and that they can present it in a clear and concise manner in a well-controlled classroom.

D. Observations of first year teachers should be for help as well as evaluation. Written observations for all non-tenured teachers should occur at least three times per year per teacher preceded by two informal observations. The first formal observation shall occur prior to December of each school year. If a non-tenured teacher should want additional observations he/she may request such and every attempt shall be made to fulfill such request.

E. Tenured teachers shall be observed at least once per year. Tenured teachers shall also have the privilege of requesting additional observations and expecting such requests to be reasonably fulfilled.

F. All formal observations shall be reduced to writing and discussed with the teacher within five (5) school days following the observation. A copy of the written observation will be provided to the teacher and shall include a place for the teacher's comments, if any. All copies shall be signed by both parties involved. A copy shall be placed in the teacher's personnel folder. Formal classroom observations shall be a minimum of twenty-five (25) minutes or a majority of a class or lesson. These formal observations will be done by the administration, typically, the principal and / or superintendent.

G. All teachers shall receive a yearly evaluation of their professional performance. Such evaluations shall note areas in need of improvement, if any, and appropriate remedies to correct these deficiencies.

Article II - Section 8

TEACHER PERSONNEL FILE

Every teacher shall have the right to inspect all material placed in his individual folder, with the sole exception that all pre-hire material, both documents and letters, shall be treated as confidential. The teacher shall also have the right to submit a written answer to all post-hire material included in this folder and the teacher's answer, if any, shall be reviewed by the Chief School Officer and included in his folder.

A. Teachers will have the right, upon request, to review the contents of their personnel file and to make copies of the documents in it with the exception of pre-hire documents. A teacher will be entitled to have a representative of the Association accompany him during such review.

B. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his file unless the teacher has had opportunity to review the material. The teacher will acknowledge that he has had an opportunity to review the material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will have the right to submit a written answer to such material and his answer shall be reviewed by the Administration and attached to the file copy.

C. No material shall be placed in the personnel file of any teacher who is no longer an employee of the District without written agreement by the formerly employed teacher or the Association President.

C. No notes, letters, complaints, or materials of any anonymous nature will be placed in a teacher's personnel file.

ARTICLE III

DUTIES OF PROFESSIONAL EMPLOYEES

Article III - Section 1

TEACHING HOURS

A. All teachers will be in the school building by 8:00 a.m. and may leave at 3:30 p.m. but not before. It is expected that the time between the end of the last period and 3:30 p.m. will be used to assist students who request help with their school work, or to meet with parents. Teachers will be available as needed (Monday through Thursday) after student dismissal, for student remediation classes and/or instructional development. On Fridays, teachers may leave after 3:15 p.m.

B. Teachers will be excused immediately after the dismissal of students on days before a vacation at the discretion of the Administration.

Article III - Section 2

LESSON PLANS

A. Lesson plans will be prepared one week in advance. It is the teacher's responsibility to keep them current and accurate. Well planned lessons are an important part of the well-structured and thought-out educational program. Sharing general components of these plans with other teachers in the same school provides opportunities for interdisciplinary projects and other cross-learning ideas. The administration may review lesson plans.

Article III - Section 3

INSTRUCTIONAL GOALS

A. All teachers will, during the school year, attempt to strengthen a basic program and improve, where possible, the educational benefit of the students within that program. The goals for such curriculum improvements must be written in behavioral terms where applicable.

B. By Friday before Regents exams of each school year, each teacher will submit to the Main Office a summary and an evaluation of the program or any changes in program he has instituted during the school year.

Article III - Section 4

CLASSROOM SUPERVISION

- A. All teachers will use each instructional period in a manner which will provide maximal instruction for the student. Teachers will not use instructional time to prepare lessons, quizzes, and clerical responsibilities.
- B. Classrooms and/or children will be supervised at all times. Assistance may be gained through other teachers or the administration.
- C. All teachers with homerooms will sit with their students during assemblies. Each will maintain order of his homeroom.
- D. All teachers without homerooms will also attend assemblies.

Article III - Section 5

COMMITTEES

It is agreed between the Board and the Association that committees will be formed as needed by the Administration to serve the educational needs of the students. The committee shall be comprised of interested teachers directly involved, administrators, board members and the guidance counselor. It is agreed that the consent of the teacher be secured before he is appointed to any committee membership or chairmanship. The Administration will notify the Association of committee needs as early as possible in the school year.

Article III - Section 6

PARENT-TEACHER CONFERENCES

The Board shall have at its discretion the power to set aside two dates for the purpose of parent-teacher conferences. Teachers are required to be on duty at both conference evenings unless excused by their Chief School Officer or Principal.

Article III - Section 7

HOME SCHOOL ASSOCIATION

It is agreed between the Board and the Teacher Association that professional employees are encouraged to attend all Home School Association meetings.

Article III - Section 8

CURRICULUM WRITING

- A. Teachers involved in curriculum writing shall be paid at a rate of one hundred ten (\$110) dollars per full day (7 hours) or sixty (\$60) dollars per half day (4 hours).

Article III - Section 9

ASSOCIATION MEETINGS

It is expected that the Faculty Association will not hold any meetings to conduct association business before 3:15 p.m. Notice of such a meeting should be given to the administration 24 hours before such meeting.

Article III - Section 10

DISTANCE LEARNING PROJECT

- A. DLP classes shall be taught by teachers certified in the area they will be teaching.
- B. The teaching of DLP classes shall be strictly voluntary.
- C. Assignments to teach DLP classes shall be made annually. Each DLP course to be offered shall be posted to permit unit members to apply.
- D. The DLP program shall be supplemental and shall not be used to reduce the size of the bargaining unit.
- E. DLP courses shall be considered to be bargaining unit work in the district from which they are transmitted.
- F. There shall be no additional compensation for teaching a DLP class.
- G. Teachers who teach DLP classes shall receive the equivalent of one additional secondary preparation period per day for each class taught.
- H. The DLP program shall not adversely affect the preparation time or workload of the rest of the unit members.
- I. The district shall make every effort to limit the class size of the DLP classes to a maximum of twenty (20) students.
- J. Evaluations of teachers teaching DLP classes shall be in accordance with the contract provisions of the district where the course originates. Tapes of lessons shall not be used for evaluation. Evaluators shall observe the teacher's class, rather than monitoring the television.
- K. The district will provide someone to operate the transmitting equipment for the teacher transmitting the lesson when requested by the teacher.
- L. The district(s) receiving the transmitted lesson shall assume full responsibility and liability for the supervision of students in the receiving school(s).

ARTICLE IV

LEAVE PROVISIONS

Article IV - Section 1

SICK AND PERSONAL LEAVE

A. Each teacher on staff shall be accredited on the first day of school with fifteen (15) days of sick and family illness leave, no more than three (3) of which may be used for personal leave in any one year. These days shall be cumulative to two hundred (200) days.

A teacher may use two (2) sick days for doctor's appointments for non-urgent matters during the school day, upon notice to and approval of the Superintendent. However, teachers will make every effort to schedule all medical appointments so that the school day will not be interrupted. More days may be granted with prior approval of the Superintendent. However, the Superintendent's decision shall not be subject to the grievance and arbitration provisions of this contract.

A doctor's appointment during school hours for a condition that causes an immediate threat to a teacher's continuing daily performance will be considered a Sick Day. When a teacher has been absent for a condition and then has a doctor's appointment for this same condition, the entire time absent from work will be considered Sick Leave. This will include any referrals to specialists for appointment with out-of-town doctors.

A doctor's appointment during school hours for a condition that causes an immediate threat to a family member will be considered a Sick Day.

B. Personal days shall not be used to extend vacations. In such a case, the teacher will forfeit a day's pay for each day used. Proper notice, in writing, will be given to the school administrator forty-eight (48) hours prior to the requested day of personal business, if possible. Pay may be withheld in the event of violation of adequate notice. Condolence leave shall be an exception to the contract's prohibition against personal days being used to extend vacations.

C. ROAD CLOSURE DAY: When roads are closed in the County in which the teacher resides, the teacher may use one personal day a year for such emergency. Proper notice will be given no later than 6:30 a.m. of the day it is used.

D. A certified teacher with tenure who, for reasons of health, is advised by a physician to take a period of rest, may, upon application to the Board, be granted up to two years leave of absence without pay for such rest. Benefits accumulated by the teacher before the leave was granted such as sick leave days, seniority, tenure, and position on salary schedule shall be maintained. The Board shall continue health insurance coverage during the period of absence only if the teacher submits to the Board in advance of due dates amounts equal to the cost of health insurance premiums. Upon return from leave, the teacher shall be restored to a position comparable to the position he held at the time the leave was granted.

E. Absence due to pregnancy is a medical disability and shall be governed by the rules applicable to sick leave.

F. SICK LEAVE BANK: In an effort to reduce the hardship experienced by a teacher unable to perform employment duties due to personal illness and/or accident, the school district and the Association agree to establish a system-wide sick-leave bank subject to the following terms, conditions and procedures:

1. A Sick Leave Bank shall be established at a maximum of 110 days per school year. The maximum may be exceeded to allow new teachers to join the bank. The members of the faculty shall donate from their accumulated sick leave enough days to establish the beginning year bank. The maximum number of days that may be donated by any one teacher shall be 3 days each year. However, a teacher retiring from the District with 20 years of more service may contribute up to five (5) days.

2. No individual will be entitled to apply to the Sick Leave Bank unless:

- a. all current and accumulated sick leave days have been exhausted.
- b. acceptable medical evidence is provided at appropriate intervals.
- c. he/she has made a contribution to the Sick Leave Bank (this provision may be waived at the discretion of the committee).
- d. additional guidelines shall be developed by the Sick Leave Bank Committee, reduced to writing, and given to all members of the bargaining unit prior to implementation.

3. A committee shall be established to review and approve requests for use of the Bank. All decisions of the committee must be unanimous. This committee shall consist of the Superintendent of Schools or his designee, the President of the Association or his designee and the other member of the Association to be appointed by the President. Requests may be submitted to any member of this committee for approval.

4. A teacher who has borrowed from the Bank and subsequently dies or takes a disability retirement shall not be required to pay back his borrowed days. Each teacher who is granted days from the Bank shall pay back the days at a rate agreed upon by the teacher and the committee. In no case shall the teacher be required to pay back more than 1/2 of his current leave in any one year unless he/she so desires.

5. In the event of extreme emergencies (terminal illness, death of a child or spouse, etc.) and only after the faculty member has exhausted other conditions set forth by the Sick Bank, the committee has the option of granting additional days. Requests for such additional days will be submitted, reviewed, approved or disapproved according to the procedures set forth in Paragraph (F)(3) above. The member must re-pay one-half of the additional days to the Bank. The additional days would be acquired from donations requested of faculty members at the time of the emergency. New donations may not exceed 1 day per faculty member.

G. At the time of retirement, a teacher fifty-five (55) years of age or older with twenty (20) years of service to the district and one hundred thirty (130) days of

accumulated sick leave will be entitled to a single policy of the Health Insurance carried by the district for a period of five (5) years or ending upon the death of the single policy holder.

At the time of retirement, a teacher fifty-five (55) years of age or older with twenty-five (25) years of service to the district and one hundred thirty (130) days of accumulated sick leave will be entitled to a single policy of the Health Insurance carried by the district for a period of ten (10) years or ending upon the death of the single policy holder.

The intent of this action is to acknowledge those who have spent their career in the Canaseraga Central School district and consistently performed their duties that would allow them to accumulate this number of sick leave days.

A family policy will be available to such retirees provided that said retiree pays the difference between the single plan and the family plan.

Any employee retiring from the district may continue either a family or single policy provided that the retiree pays the full cost of the plan premium.

The accumulated sick days requirement may be waived if a unit member's attendance record has been exceptional and a major illness or accident has resulted in that unit member's accumulated sick days falling below one hundred thirty (130). A committee will be established to review requests to waive the sick day requirement. The committee shall consist of the Superintendent of Schools or his designee, the President of the Association or his designee and a member of the Association designated by the President. The committee shall render a decision based solely on the criteria set forth above and any determination to grant a waiver must be unanimous. Decisions made under this paragraph shall be final and shall not be subject to the Agreement's grievance procedure.

At the time of retirement, a teacher fifty-five (55) years of age or older with no less than twenty (20) years of service to the District and at least seventy (70) but fewer than one hundred thirty (130) days of accumulated sick leave, shall be entitled to convert his or her accumulated sick leave at the rate of \$50 a day to a maximum of one hundred twenty-nine days for the purpose of paying retiree health insurance premiums under the District's group health plan. This sum is to be held by the District solely for the purpose of paying the retired unit member's health insurance premiums under the group health plan. In the event that the unit member withdraws from the plan or the unit member's participation in the plan otherwise terminates, then the unused balance shall revert to the District and the District is under no further obligation under this clause.

Article IV - Section 2

CONDOLENCE LEAVE

A. Each teacher shall be granted sufficient time to provide five (5) consecutive days leave per death without loss of pay, sick time, or personal days for death of an immediate family member. Additional time beyond this five-day period will be deducted from personal days.

B. For the purpose of this provision, immediate family member shall be defined as follows: Husband, wife, children, father, mother, father-in-law, mother-in-law, brothers, sisters, brother-in-law, sister-in-law, grandfather, grandmother, grandchildren, son-in-law, daughter-in-law, and any other members of the household of which the teacher is a part.

C. One day is to be granted for the death of other relatives without loss of pay, sick time, or personal days.

Article IV - Section 3

PARENTAL LEAVE

A. Teachers shall be granted a leave of absence without pay for the purpose of caring for a newly acquired child.

B. Time for parental leave shall not exceed two (2) years.

C. All rights accrued to the teacher by the date of commencement of such leave shall remain in effect; however, such rights shall not accrue during the term of such leave.

D. Upon return from such leave, the teacher shall be placed in the same position held at the commencement of the leave, if in existence, or if such position is not in existence, in the most closely related equivalent position available.

E. No later than sixty (60) days prior to the commencement of parental leave, the teacher shall notify the Chief School Officer, in writing, of the intent to take parental leave. Such notice shall not be binding upon the teacher.

F. Notice of commencement of parental leave shall be given, in writing, at which time all terms of the Notice of Intent shall become binding.

G. If a teacher elects to return to work at a date earlier than that specified in the Notice of Intent, he/she may do so, provided the return shall be at no additional cost to the district due to overlapping of the teacher's services and the substitute's services.

H. Return from parental leave shall be scheduled to fit some natural break in the school year such as the beginning of a semester or a marking period.

Article IV - Section 4

MILITARY SERVICE

A. In cases where teachers are called to duty in the Armed Forces of the United States, their rights and benefits are protected by federal and state law.

B. The teacher must submit a letter of intent about employment with the school within ninety (90) days of the date of discharge.

Article IV - Section 5

COURT APPEARANCES

A. A temporary leave of absence with full pay shall be granted for jury duty or attendance at court as a witness if subpoenaed in a matter other than one in which the teacher is a party in a matter unrelated to their position as an educator. Teachers shall notify administration when they are called to jury duty or subpoenaed as a witness in a matter that requires their attendance during a school day within two (2) school days of their receipt of such subpoena or jury summons.

B. In the case of a jury trial, full pay will be considered the difference between compensation for jury duty and the teacher's regular income from the school district.

C. This time shall not be charged against the teacher's sick leave or personal days. There shall be no loss of contributions to the teacher's account within the New York State Teachers Retirement System because of this absence. The teacher receiving such pay from jury duty will endorse such monies to the school district and shall receive his normal school pay in return.

Article IV- Section 6

PUBLIC OBLIGATIONS

Teachers shall be permitted to have time off with pay which is necessary for the purpose of performing public duties, obligations, or services, provided that such leaves are subject to approval by the Board of Education and that all such public duties, obligations or services are recognized as more meritorious to the community than to the individual involved.

Article IV - Section 7

PROFESSIONAL PURPOSES

A. Employees may be excused to attend educational visitations, conferences, trips, or meetings without loss in salary or accumulated sick leave or personal days provided the Chief School Officer approves such absences in advance.

B. Educational visitations, conferences, trips, or meetings for which teachers may expect reimbursement for necessary expenses must be approved in advance by the Board. Mileage reimbursement for transportation by personal automobile will be at the IRS allowable rate. The school employee will use the school vehicle whenever available.

C. Teachers who are designated by the Association to attend conferences of the National Education Association of New York and other conferences of recognized professional value shall be granted such leave without loss of pay as it is necessary to discharge their obligations as delegates to such conferences. The number of such delegates shall not exceed two (2) each in case of the annual New York Educators Association meeting and the New York State Teachers Retirement System meeting.

1. In case of the New York State Teachers Retirement System, such leave shall not be charged against sick or personal days.
2. In case of National Education Association or the New York Educators Association meeting, all costs including the cost of substitute teachers shall be borne by the Association. Such leave shall not be charged against personal or sick days of the Association's representative.

Article IV – Section 8

TEACHING LEAVES

- A. A leave of absence without pay may be granted to one (1) teacher for up to two (2) years who wishes to participate in teaching programs such as the Peace Corps, Vista, Teacher Corps, and Exchange Teacher.
- B. Upon return, the teacher shall be placed on the next successive salary level he would have achieved if he had remained in the District.
- C. It is understood that successful applicants will return to the Canaseraga Central School System for at least one (1) year upon completion of his teaching leave.

Article IV - Section 9

SABBATICAL LEAVE

- A. Sabbatical leave is defined as a leave of absence for the purpose of the pursuit of a planned full time program of educational merit. Sabbatical leave will be granted to teachers who have served in the Canaseraga Central School System for a minimum of seven (7) years. Said leave will, unless there are extenuating circumstances, commence with the start of the school year. A person on leave will return at the beginning of a semester and must provide a 90-day advance notice of intention to return unless otherwise extended by the Board.
- B. Sabbatical leaves of one year at half pay or a half year at full pay will be granted upon the recommendation of a Faculty-Administrative Committee, composed of the Chief School Officer, the Association President, and one faculty member appointed by the Association; the recommendation to be made by the Chief School Officer. Not more than one year of sabbatical leave will be granted in any one school year and in case of two, half-year sabbaticals, they must be taken in alternate semesters.
- C. Where it is difficult to reach a decision because of the similar qualifications of the candidates, seniority may serve as a determining basis and so decided by the Faculty-Administrative Committee.
- D. All sabbatical leave requests for subsequent school years should be made by February 1, prior to the school year requested.

E. A teacher who is on sabbatical leave shall not lose retirement benefits or any other emoluments or value which accrue to teachers who are not on sabbatical leave and shall be entitled to have added to his accumulated sick days half the number to which he would have been entitled if he had not taken such sabbatical leave.

F. Teachers on sabbatical leave may engage in part-time remunerative activities as an aid toward accomplishing the purpose for which the leave was granted.

G. It is understood that successful applicants will return to the Canaseraga Central School district for at least two (2) years beyond completion of the sabbatical leave. A legal document must be signed between the District and the individual indicating a return of monies paid, on a pro-rated basis, if the obligation is not fully met.

H. A report and/or presentation on the sabbatical will be presented to the Board of Education within ninety (90) days after completion of the leave.

Article IV - Section 10

OTHER ABSENCES

A. When a teacher is absent for any reason, the Chief School Officer or his / her designee should be notified in time sufficient to secure a substitute teacher. Such notification shall take place at least one and a half hours prior to the normal reporting of the teacher except in an emergency.

B. The amount of salary loss for each day of any absence not covered by any of the above set forth provisions, shall be determined by multiplying the teacher's annual salary by 1/200.

ARTICLE V

GRIEVANCE PROCEDURES

It is agreed by the Board of Education and the Canaseraga Teachers Association that the following grievance procedure will be implemented.

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

B. Definitions

1. A grievance is a complaint by one or more unit members, or the Association, of a violation, misapplication or misinterpretation of this Agreement or of District policies, practices or procedures affecting unit members.
2. The term Supervisor shall mean any departmental chairman, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
3. The Chief Executive Officer is the Superintendent of Schools.
4. The Association shall mean the Canaseraga Central School Teachers Association.
5. The Aggrieved Party shall mean any teacher or group of teachers in the negotiating unit filing a grievance.
6. The Party-In-Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
7. The Grievance Committee is the committee created and constituted by the Canaseraga Teachers Association.
8. The Board shall mean the Board of Education of the Canaseraga Central School District.
9. The Hearing Officer shall mean the President of the Board of Education, the Chairman of the Association Grievance Committee, or any other person charged with the duty of rendering decision at any stage of the grievance hereunder.

C. Grievance Practices

1. The purpose of this grievance procedure is to settle equitably and, if possible, at the lowest administrative level, disputes concerning alleged violations of the Agreement, or of District policies, practices or procedures affecting unit members. The parties recognize that the prompt, effective and fair resolution of such disputes requires that the nature and grounds of the grievance be clearly articulated and understood. To that end, all grievances shall reasonably include the name and position of the aggrieved party, the specific provision of the Agreement alleged to have been violated, a statement of the nature of the grievance, the time and place of the alleged action giving rise to the grievance, the identity of the party or parties responsible for said action and a statement of the redress sought by the aggrieved party.
2. A written report shall be rendered at each step of the grievance procedure, setting forth findings, decisions, and supporting reasons therefore.
3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. There will be no interruption of classroom activity and will avoid involvement of students in any phase of the grievance procedure.

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

6. An aggrieved party shall have the right to be represented by the Association at all stages of a grievance and the District shall not deny the Association the right to represent any unit member at any stage of the grievance process. However, a unit member may seek informal resolution of an alleged grievance by himself or with representation by the Association. In the event that the unit member seeks informal resolution without Association representation, then no such informal resolution shall be inconsistent with the terms of this agreement. If the District reasonably believes that such informal resolution would affect the interpretation of this agreement, the District will formally notify the Association and will meet with the Association to attempt to reach a resolution. No officer, agent or member of any other labor organization may represent a unit member at any stage of the grievance procedure. Full due process rights shall attach only at the arbitration stage of the grievance procedure. At the arbitration stage, the aggrieved party shall have the right to confront and cross examine all witnesses called against him by the District, the right to testify and present evidence on his own behalf and the right to call witnesses on his own behalf.

7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved party, any party-in-interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation herein.

8. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to the Agreement in future proceedings.

9. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be developed by the Board of Education. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

10. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any

court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.

11. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record separate from the personnel file of the participant, which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes of testimony, written arguments, and briefs or written reports considered at all levels. The Official Grievance Record shall be available for the inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board but shall not be deemed a public record.

12. The filing of a grievance by or on behalf of a unit member shall not be deemed a waiver of the Association's right or of the unit member's right to pursue a remedy before a court or an administrative agency for an alleged violation of law, statute, regulation or any provision of the United States' Constitution or of the Constitution of the State of New York.

D. Time Limits

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

2. No written grievance will be entertained as described below, and such a grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty (20) school days after the teacher knew or would have known of the act or condition on which the grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

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

5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

5. During July and August the time limits expressed as school days above will be business days.

E. Procedural Stages

1. Stage 1: Supervisor

a. A teacher having a grievance will discuss it with his supervisor, either directly or through a representative with the objective of resolving the matter informally. The supervisor will confer with all parties-in-interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of such party-in-interest with whom consultation has been without the aggrieved party or his representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

b. If the grievance is not resolved informally, it shall be reduced to writing by the teacher and be presented to the Association Grievance Committee for consideration within five (5) school days.

2. Stage 2: Chief Executive Officer

a. If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

b. Within five (5) school days after receipt of the appeal from the Grievance Committee, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee representative and all other parties-in-interest.

c. The Chief Executive Officer shall render a decision in writing to the teacher, the Grievance Committee and its representative within five (5) school days after the conclusion of the hearing.

3. Stage 3: Board of Education

a. If the Association is not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The Official Grievance Record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.

b. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

c. Within five (5) school days after the conclusion of the hearing the Board of Education shall render a decision, in writing, on the grievance.

4. Stage 4: Arbitration

a. After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance

to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.

b. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain such a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, then the Association shall, no later than ten (10) school days after the written notice of submission to arbitration, send a letter to the American Arbitration Association (AAA), with a copy to the Superintendent, specifically identifying the grievance at issue and requesting their assistance in the processing of the arbitration proceeding. The rules and procedures of the American Arbitration Association will then bind the parties in the selection of the arbitrator. However, if the parties are unable to find a mutual choice from the first list of arbitrators submitted to them by AAA, they shall join in a request for as many as two (2) additional lists. A copy of the AAA rules and procedures is attached as Appendix I and is incorporated herein by reference. The parties agree to comply with these rules and it is understood that no future change in AAA's rules and procedures shall bind the parties unless they agree in writing to be bound by such change.

c. The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearing have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

e. The decision of the arbitrator shall be final and binding upon all parties.

f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE VI

DUES DEDUCTIONS

A. The Board agrees to deduct from the salaries of its employees, the dues of the Canaseraga Teachers Association as said teachers individually and voluntarily authorize the Board to deduct, and to transfer the monies promptly to the Canaseraga Teachers Association. Teacher authorizations will be in writing in the form set forth below.

B. No deductions may be requested by an individual teacher after September 30 after which time the Board will provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues pursuant to Section A above. The Board will notify the Association of any changes in said list. Any teacher desiring to have

the Board discontinue deductions he has previously authorized must notify the Board and the Association in writing by September 15 of each year for that school year's dues.

C. The deductions referred to in Section A above will be in equal installments starting with the second pay period in October and ending with the first pay period in June.

D. The Board agrees that it will not accord dues deductions or similar checkoff rights to any other organization representing the employees in the unit covered by this Agreement.

PAYROLL DEDUCTION AUTHORIZATION
CANASERAGA TEACHERS ASSOCIATION

Last Name First Name Middle Initial

Address

To: Board of Education of Canaseraga Central School

I hereby request and authorize you, according to arrangements agreed upon with the Canaseraga Teachers Association to deduct from my salary and to transmit to the Canaseraga Teachers Association the dues as certified by the Association. I hereby waive all rights to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice on or before September 15 of any year with respect to the dues for the coming school year.

Witness

Date

Signature of Teacher

ARTICLE VII

HEALTH INSURANCE

A. 1. The District will make available to the employee, the Steuben-Allegany Employee Healthcare Plan (hereinafter referred to as "the Plan").

2. The Board and the Association shall select an optical/dental plan for unit members under this contract. Premium payments will be made through employee payroll deductions by the District.

3. Beginning July 1, 1997, the District will pay 90% of the monthly premium

or all members covered by this contract.

4. If for any reason 'the Plan' ceases to exist, the District will provide interim coverage which is substantially similar to 'the Plan's coverage. The District will immediately negotiate with the Association regarding coverage to replace 'the Plan'. It is understood that the issue of 'substantial similarity' is grievable.

5. Any complaints under 'the Plan' with respect to its interpretation or application must be processed through the 'Claim Review Procedure' set forth in the Plan Document. If the employee is not satisfied with the decision of the Governing Committee in a matter that does not concern 'medical necessity' or 'experimental/investigational procedures', the matter may be filed under the Association Grievance Procedure (Article V) and shall be initiated at Stage 3 within 30 days of receipt of the Governing Committee's decision.

6. Unit members whose spouses have health insurance coverage elsewhere may elect to receive coverage under the supplemental Major Medical Plan at 10% of premium cost to the employee. The election of the Supplemental Plan coverage, rather than the individual or family plan, shall be at the employee's option.

B. Teachers will apply for coverage by filling out the necessary forms in the Business Office. Changes in family or marital status, etc., shall be reported to the Business Office pursuant to Plan regulations.

C. The teacher is entitled to health insurance coverage through the last month of active employment and pursuant to Plan regulations. Teachers who will not be returning in September will cease active employment on 30 June of the current year.

D. The teacher who reaches the age of sixty-five (65), or whose spouse becomes sixty-five (65), must notify the Business Office in advance so that the health insurance and the Medicare programs may be implemented pursuant to Plan regulations.

E. Cost containment. Effective July 1, 1996, or as soon thereafter as possible, the plan document will be amended to reflect cost containment concepts: Generic Drugs, Maintenance Drugs, Pre-notification, Alternative Treatment Procedure, and possible Preferred Provider Organization (PPO). The wording of the plan document will be mutually agreed to by the District and the Association with a separate memorandum of agreement.

1. Effective February 1, 2003, the District will provide only the pharmacy benefit plan described in the 'Three-Tiered Co-payment for Pharmacy Services.' (Copy of Plan is attached as Exhibit 2.) The prescription co-pay for all unit members shall be as described in this exhibit. The District and the Association recognize a Memorandum of Agreement concerning a teacher relating to the prescription co-pay system that is in effect until said teacher's retirement from the district.

F. All health insurance regulations shall be pursuant to Plan regulations. The Board of Education will provide, for all employees, a booklet explaining the insurance program in detail. This booklet is normally provided to carriers by the Plan.

G. Payment in Lieu of Health Insurance

A teacher eligible for health care coverage who elects not to participate in “the Plan” shall receive an annual payment of nine hundred dollars (\$900.00) in lieu of Health Insurance. Effective in the 2003-2004 school year and thereafter, a teacher eligible for health care coverage under ‘the Plan’ who provides proof that they are covered by other health insurance and who elects not to participate in ‘the Plan’ shall receive an annual payment in lieu of Health Insurance. The amount of this payment shall be based on the type of coverage that the teacher would have been eligible for under ‘the Plan’ had they elected coverage. For teachers who would have been eligible for Single Coverage under ‘the Plan’, the annual payment shall be \$900.00. For teachers who would have been eligible for Family Coverage under ‘the Plan’, the annual payment shall be \$1,800.00. Payment in lieu of health insurance is subject to the following conditions:

1. The teacher must complete a waiver of a health care coverage form provided by the District.
2. A teacher who terminates his/her services before the end of the school year shall have their annual payment prorated.
3. “By June 30th each year, a teacher must elect whether to participate in the plan or receive the opt-out payment in lieu of health insurance for the upcoming year. After June 30th, a non-participating teacher will have a second opportunity mid-year to participate in the Plan, but must inform the District administration of this election by December 1st to participate in the District’s health insurance coverage effective January 1st. If a teacher elects to enter the Plan at this mid-year open enrollment date, he or she will receive half the annual opt-out payment in a separate check along with his or her final paycheck for the school year. Teachers hired after July 1 will be given the option of enrolling in the District’s health insurance or pro-rating their in lieu of payment. Teachers opting not to participate in the District’s health insurance plan may choose to participate, notwithstanding any provision of this paragraph to the contrary, in the event of a COBRA qualifying event.”
4. A teacher who elects this option will be paid in a separate check along with the teacher's final paycheck for the year.

H. Section 125 Plan

1. The District shall initiate an IRS 125 Plan (Flexible Spending Account Plan) for the duration of the contract.
2. Beginning in the 2003-04 school year, for the duration of this contract, the District shall contribute two hundred fifty dollars (\$250) per year into the Plan for each bargaining unit member.

ARTICLE VIII

SALARIES AND STIPENDS

Article VIII - Section 1

SALARY PROVISIONS

A. All teachers will be placed on the service year corresponding to the number of years they have taught at Canaseraga plus the number of years prior experience, if any, granted by the Board of Education at the time of employment. A new teacher or teacher assistant will not be placed at a higher salary than that paid to an existing teacher with the same number of granted years of experience and education.

B. Teachers will earn their salaries for the 10-month period, September 1 through June 30 annually.

C. Teachers, under salary notice and not covered in other sections of this Agreement, who render service in July and August will be paid 1/10 of their salary for a full month's work. Salaries for such teachers will be based upon the salary schedule adopted in the contract agreement. An exception to this provision shall be those teachers who are employed under federally funded programs.

D. A teacher who teaches 90 days or less in a school year shall not receive salary credit for that year's service. A teacher who teaches 91 days or more in a school year shall receive salary credit for that school year's service.

E. Beginning in the 2002-2003 school year, for the first Masters, the District shall pay a stipend of five hundred fifty dollars (\$550).

F. If after a returning teacher's salary has been calculated at the beginning of each school year, and the returning teacher's salary is less than the starting salary, then the returning teacher's salary will be made equivalent to the starting salary and will be increased three hundred dollars (\$300) for each year of service in the District. This newly adjusted salary shall be the salary used in determining future salary increases.

G. Teachers who participate in formal remediation classes for students, or in instructional development purposes beyond the normal school day (as approved by the building principal) will be paid at a rate of \$21 an hour for the 2001-2002 school year and at a rate of \$22 an hour thereafter.

H. Exhibit 3 represents the parties' agreement on salary.

Article VIII - Section 2

GRADUATE HOURS CREDIT

A. Graduate hours once credited to a faculty member shall continue to be so credited during their employment with the District.

- B. The payment for graduate hours shall be as follows:
- (1) In the 2001-2002 school year, all approved graduate hours shall be paid at a rate of \$47.00 an hour.
 - (2) Beginning in the 2002-2003 school year, all approved graduate hours shall be paid at a rate of \$50.00 an hour.
- C. All claims submitted between September 1 and November 1 will be paid the first paycheck in December. All claims submitted between November 1 and April 1 will be paid the first paycheck in May.
- D. No courses taken for provisional certification will be reimbursed.
- E. Credit for graduate hours beyond the Master's Degree or Permanent Certification must be approved by the Superintendent. Credit for in-service hours must receive the written approval of the Superintendent prior to the individual initiating such training. All graduate courses receiving credit must be in the area of the teacher's specialization or teaching assignment. One (1) credit of in-service credit shall equal fifteen (15) classroom hours. In-service credit will be awarded for in-service programs taken after the regular school hours and/or day. In-service credit shall be paid for at the same rate as graduate credit.

Article VIII - Section 3

TEACHING ASSISTANT SALARY

The Teaching Assistant shall receive the same percentage increase to base salary as does a teacher with the same years of service to the district.

Article VIII - Section 4

EXTRA-CURRICULAR DUTIES

- A. The duties listed in the payment schedule below are considered appropriate for a stipend above the regular salary. Payment may be made on the pay date immediately following completion of the program and in a lump sum, if desired.
- B. Extra-curricular work for which payment will be made may be stated on the advisor's annual salary notice, with the amount of payment.
- C. The Extra-curricular payment schedule is included as Exhibit 4.
- * Grades 7 and 8 – Advisors will be assigned to the main office yearly. The advisors will attend all class functions unless excused by the Superintendent.
 - ** Grades 9 through 12 – Advisors are to be selected by the class and will follow the class from the 9th grade through to graduation unless the class

prefers another advisor or that faculty member does not want to advise the class. The advisors will attend all class functions unless excused by the Superintendent.

- *** The extracurricular duties required of the Yearbook Advisor position will no longer be performed during the normal school day. Effective upon the execution of the 2000-2001 Agreement, the duties of the Yearbook Advisor shall be scheduled and performed after the last instructional period as set by the Board each school year.

Article VIII - Section 5

ATHLETIC SALARIES

Extra-curricular athletic positions will be filled using the following procedure:

- A. The Superintendent, or a designee, will send to the Association's President and to all Building Principals written notice of all vacancies for extracurricular athletic positions in the District.
- B. This Notice of Vacancies will be posted immediately upon knowledge that the vacancy will exist and in no event later than six (6) school days before the close of the application period.
- C. Where there is a coaching vacancy for which a new hire is required, certified coaches who are bargaining unit members and who meet the qualifications for the position established by the Board shall be given preference over non-bargaining unit members.

The Athletic Salary Schedule is attached as Exhibit 5.

Article VIII - Section 6

PAYROLL DEDUCTION PLAN

The District shall provide a payroll deduction Plan for 403(b) investments through Brighton Securities.

ARTICLE IX
TAYLOR LAW 204-A

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 legislature has given approval.

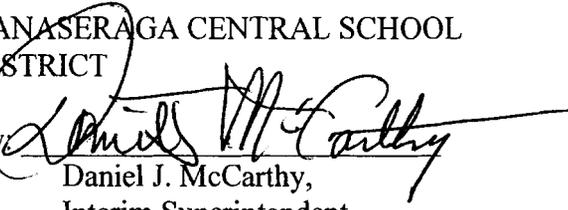
SIGNATURES OF AGREEMENT AND IMPLEMENTATION

This recognition agreement and its succeeding articles, sections, and appendixes shall become effective upon its approval by a majority of the Association and a majority of the Board as evidenced by the signatures below. The contractual agreement may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

CANASERAGA TEACHER'S
ASSOCIATION

By: 
Association Co-President

CANASERAGA CENTRAL SCHOOL
DISTRICT

By: 
Daniel J. McCarthy,
Interim Superintendent

CANASERAGA TEACHER'S
ASSOCIATION

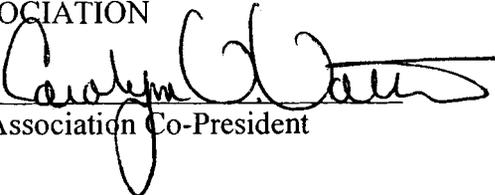
By: 
Association Co-President

EXHIBIT 1

ADMINISTRATIVE FEES

Full Service Administrative Fee
Arbitrator Compensation
Hearing Room Rental
Postponement Fees
List Only Service
List will Appointment

EXPEDITED LABOR Arbitration Procedures

E1. Agreement of Parties
E2. Appointment of Neutral Arbitrator
E3. Qualifications of Neutral Arbitrator
E4. Vacancies E5. Date, Time; and Place of Hearing
E6. No Stenographic Record
E7. Proceedings
E8. Posthearing Briefs
E9. Time of Award
E10. Form of Award

ADMINISTRATIVE FEES

Initial Administrative Fee
Arbitrator Compensation
Hearing Room
Rental Postponement Fees

INTRODUCTION

Every year, labor and management enter into thousands of collective bargaining agreements. Virtually all of these agreements provide for arbitration of unresolved grievances. For decades, the American Arbitration Association (AAA) has been a leading administrator of labor-management disputes.

The American Arbitration Association is a public-service, not-for-profit organization offering a broad range of dispute resolution services to business executives, attorneys, individuals, trade associations, unions, management, consumers, families, communities, and all levels of government. Services are available through AAA headquarters in New York City and through offices located in major cities throughout the United States. Hearings may be held at locations convenient for the parties and are not limited to cities with AAA offices. In addition, the AAA serves as a center for education and training, issues specialized publications, and conducts research on all forms of out-of-court dispute settlement.

Arbitration is a tool of industrial relations. Like other tools, it has limitations as well as advantages. In the hands of an expert, it produces useful results. When abused or made to do things for which it was never intended, the outcome can be disappointing. For these reasons, all participants in the process—union officials, employers,

personnel executives, attorneys, and the arbitrators themselves-have an equal stake in orderly, efficient, and constructive arbitration procedures. The AAA's Labor Arbitration Rules provide a time-tested method for efficient, fair, and economical resolution of labor-management disputes. By referring to them in a collective bargaining agreement, the parties can take advantage of these benefits.

The parties can provide for arbitration of future disputes by inserting the following clause into their contracts:

Any dispute, claim, or grievance arising from or relating to the interpretation or application of this agreement shall be submitted to arbitration administered by the American Arbitration Association under its Labor Arbitration Rules. The parties further agree to accept the arbitrator's award as final and binding on them.

For relatively uncomplicated grievances, parties who use the labor arbitration services of the American Arbitration Association may agree to use expedited procedures that provide a prompt and inexpensive method for resolving disputes. This option responds to a concern about rising costs and delays in processing grievance-arbitration cases. The AAA's Expedited Labor Arbitration Procedures, by eliminating or streamlining certain steps, are intended to resolve cases within a month of the appointment of the arbitrator. The procedures are contained on pages 17-19 of this pamphlet.

LABOR ARBITRATION RULES

1. Agreement of Parties

The parties shall be deemed to have made these rules a part of their arbitration agreement whenever, in a collective bargaining agreement or submission, they have provided for arbitration by the American Arbitration Association (hereinafter the AAA) or under its rules. These rules and any amendment thereof shall apply in the form obtaining when the arbitration is initiated. The parties, by written agreement, may vary the procedures set forth in these rules.

2. Name of Tribunal

Any tribunal constituted by the parties under these rules shall be called the Labor Arbitration Tribunal.

3. Administrator

When parties agree to arbitrate under these rules and an arbitration is instituted thereunder, they thereby authorize the AAA to administer the arbitration. The authority and obligations of the administrator are as provided in the agreement of the parties and in these rules.

4. Delegation of Duties

The duties of the AAA may be carried out through such representatives or committees as the AAA may direct.

5. Panel of Labor Arbitrators

The AAA shall establish and maintain a Panel of Labor Arbitrators and shall appoint arbitrators therefrom as hereinafter provided.

6. Office of Tribunal

If the parties have not appointed an arbitrator and have not provided any other method of appointment, the arbitrator shall be appointed in the following manner: immediately after the filing of the demand or submission, the AAA shall submit simultaneously to each party an identical list of names of persons chosen from the Panel of Labor Arbitrators. Each party shall have ten (10) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA.

If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named, if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the administrator shall have the power to make the appointment from among other members of the panel without the submission of any additional list.

13. Direct Appointment by Parties

If the agreement of the parties names an arbitrator or specifies a method of appointing an arbitrator, that designation or method shall be followed. The notice of appointment, with the name and address of the arbitrator, shall be filed with the AAA by the appointing party. Upon the request of any appointing party, the AAA shall submit a list of members of the panel from which the party may, if it so desires, make the appointment.

If the agreement specifies a period of time within which an arbitrator shall be appointed and any party fails to make an appointment within that period, the AAA may make the appointment.

If no period of time is specified in the agreement, the AAA shall notify the parties to make the appointment and if within ten (10) days thereafter such arbitrator has not been so appointed, the AAA shall make the appointment.

14. Appointment of Neutral Arbitrator by Party-Appointed Arbitrators

If the parties have appointed their arbitrators or if either or both of them have been appointed as provided in Section 13, and have authorized those arbitrators to appoint a neutral arbitrator within a specified time and no appointment is made within that time or any agreed extension thereof, the AAA may appoint a neutral arbitrator who shall act as chairperson.

If no period of time is specified for appointment of the neutral arbitrator and the parties do not make the appointment within ten (10) days from the date of the appointment of the last party-appointed arbitrator, the AAA shall appoint a neutral arbitrator who shall act as chairperson.

If the parties have agreed that the arbitrators shall appoint the neutral arbitrator from the panel, the AAA shall furnish to the party-appointed arbitrators, in the manner prescribed in Section 12, a list selected from the panel, and the appointment of the neutral arbitrator shall be made as prescribed in that section.

15. Number of Arbitrators

If the arbitration agreement does not specify the number of arbitrators, the dispute shall be heard and determined by one arbitrator, unless the parties otherwise agree.

23. Postponements

The arbitrator for good cause shown may postpone the hearing upon the request of a party or upon his or her own initiative and shall postpone when all of the parties agree thereto.

24. Oaths

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if required by law or requested by either party, shall do so.

25. Majority Decision

Whenever there is more than one arbitrator, all decisions of the arbitrators shall be by majority vote. The award shall also be made by majority vote unless the concurrence of all is expressly required.

26. Order of Proceedings

A hearing shall be opened by the filing of the oath of the arbitrator, where required; by the recording of the date, time, and place of the hearing and the presence of the arbitrator, the parties, and counsel, if any; and by the receipt by the arbitrator of the demand and answer, if any, or the submission.

Exhibits may, when offered by either party, be received in evidence by the arbitrator. The names and addresses of all

witnesses and exhibits in order received shall be made a part of the record.

The arbitrator may vary the normal procedure under which the initiating party first presents its claim, but in any case shall afford full and equal opportunity to all parties for the presentation of relevant proofs.

27. Arbitration in the Absence of a Party or Representative

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator shall require the other party to submit such evidence as may be required for the making of an award.

28. Evidence

The parties may offer such evidence as is relevant and material to the dispute, and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. An arbitrator authorized by law to subpoena witnesses and documents may do so independently or upon the request of any party. The arbitrator shall be the judge of the relevance and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all of the arbitrators and all of the parties except where any of the parties is absent in default or has waived the right to be present.

29. Evidence by Affidavit and Filing of Documents

36. Serving of Notice

Each party to a submission or other agreement that provides for arbitration under these rules shall be deemed to have consented and shall consent that any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection therewith; or for the entry of judgment on an award made thereunder may be served upon the party by mail addressed to the party or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held.

The AAA and the parties may also use facsimile transmission, telex, telegram, or other written forms of electronic communication to give the notices required by these rules.

37. Time of Award

The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than thirty (30) days from the date of closing the hearings, with five (5) additional days for mailing if briefs are to be filed.

If oral hearings have been waived, the award shall be rendered no later than thirty (30) days from the date of transmitting the final statements and proofs to the arbitrator.

38. Form of Award

The award shall be in writing and shall be signed either by the neutral arbitrator or by a concurring majority if there is more than one arbitrator. The parties shall advise the AAA whenever they do not require the arbitrator to accompany the award with an opinion.

39. Award upon Settlement

If the parties settle their dispute during the course of the arbitration, the arbitrator may, upon their request, set forth the terms of the agreed settlement in an award.

40. Delivery of Award to Parties

Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the AAA, addressed to the party at its last known address or to its representative; personal service of the award; or the filing of the award in any other manner that is permitted by law.

41. Release of Documents for Judicial Proceedings

The AAA shall, upon the written request of a party, furnish to such party, at its expense, certified facsimiles of any papers in the AAA's possession that may be required in judicial proceedings relating to the arbitration.

42. Judicial Proceedings and Exclusion of Liability

(a) Neither the AAA nor any arbitrator in a proceeding under these rules is a necessary party in judicial proceedings relating to the arbitration.

Postponement Fees

A fee of \$150 is payable by a party causing a second postponement of any scheduled hearing that is subsequently rescheduled by the AAA.

List Only Service

Parties can contact the AAA and request one (1) list of no more than fifteen names. Within 48 hours of receipt of the joint request the AAA will submit a list with a return date of 10 days. If the parties mutually agree on the selection of an arbitrator, the AAA closes its file. The administrative fee for list only is \$50 per party.

List with Appointment

Parties can contact the AAA and request one (1) list of no more than fifteen names. Within 48 hours of receipt of the joint request the AAA will submit a list with a return date of 10 days, for review and appointment of the arbitrator based on the parties' mutual selection. The AAA will notify the parties of the selection of the arbitrator. The administrative fee for list with appointment is \$75 per party.

EXPEDITED LABOR ARBITRATION PROCEDURES

In response to the concern of parties over rising costs and delays in grievance arbitration, the American Arbitration Association has established expedited procedures under which cases are scheduled promptly and awards rendered no later than seven (7) days after the hearings. In return for giving up certain features of traditional labor arbitration, such as transcripts, briefs, and extensive opinions, the parties using these simplified procedures can get quick decisions and realize certain cost savings.

Leading labor arbitrators have indicated a willingness to offer their services under these procedures, and the Association makes every effort to assign the best possible arbitrators with early available hearing dates. Since the establishment of these procedures, an ever increasing number of parties has taken advantage of them.

E1. Agreement of Parties

These procedures shall apply whenever the parties have agreed to arbitrate under them, the Streamlined Labor Arbitration Rules, or the Expedited Labor Arbitration Rules of the American Arbitration Association, in the form obtaining when the arbitration is initiated.

These procedures shall be applied as set forth below, in addition to any other portion of the Labor Arbitration Rules that is not in conflict with these expedited procedures.

E2. Appointment of Neutral Arbitrator

The AAA shall appoint a single neutral arbitrator from its Panel of Labor Arbitrators, who shall hear and determine the case promptly.

E3. Qualifications of Neutral Arbitrator

No person shall serve as a neutral arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting an appointment, the prospective arbitrator shall

Parties on cases held in abeyance for one year by agreement, will be assessed an annual abeyance fee of \$300. If a party refuses to pay the assessed fee, the other party or parties may pay the entire fee on behalf of all parties, otherwise the matter will be closed.

Arbitrator Compensation

Unless mutually agreed otherwise, the arbitrator's compensation shall be borne equally by the parties, in accordance with the fee structure disclosed in the arbitrator's biographical profile submitted to the parties.

Hearing Room Rental

Hearing rooms are available on a rental basis at AAA offices. Please check with your Case Management Center or local AAA office for specific availability and rates.

Postponement Fees

A fee of \$150 is payable by a party causing a second postponement of any scheduled hearing that is subsequently rescheduled by the AAA.

Rules, forms, procedures and guides are subject to periodic change and updating.

EXHIBIT 2

Three Tiered Copayment for Pharmacy Services

The following are the terms of the October 1, 2002 amendment to The Steuben Area Schools Employees' Benefit Plan, which, effective February 1, 2003, is the prescription pharmacy benefit provided pursuant to Article VII (E) (1):

Article V, 4, D, (1), Prescription Drugs Obtained at a Pharmacy, is deleted and replaced with the following language:

If your Prescription Order for drugs covered under this Program is filled, or if insulin is obtained, at a retail pharmacy, you or your dependents will pay a copayment for each prescription order for up to a 34 day supply. If your Prescription Order for drugs to treat a chronic condition (Maintenance Medications) covered under this Program is filled, or if insulin is obtained, at the Plan's mail service pharmacy, you or your dependents will pay only one copayment for each prescription order for up to a 105 day supply. Copayments will vary, as described below, depending upon the drug dispensed.

Tier - 1 Generic Drugs: Consists of Generic Medications. Generic Medications offer the best opportunity for cost effective therapy and therefore offer the lowest copayment. \$5 Copayment per prescription.

Tier - 2 Preferred Brand Drugs: Consists of Single Source and Multi-Source Brand Medications. These medications are more costly than the Tier - 1 Medications, therefore there is a higher copay associated with the Tier - 2 Medications. \$15 Copayment per prescription.

Tier - 3 Non-Preferred Brand Drugs: Also consists of Single Source and Multi-Source Brand Medications. If a medication is considered Tier - 3 this means that there is a more cost effective Tier - 1 or Tier - 2 Medication on the market. \$40 Copayment per prescription.

(Referred to in Article VII, Health Insurance, E (1) of contract).

EXHIBIT 3

Teacher Salary Schedule

Years of Service	2004-05	2005-06	2006-07
1	\$31,000	\$32,000	\$32,500
2	\$31,980	\$32,550	\$33,360
3	\$32,910	\$33,579	\$33,933
4	\$33,945	\$34,556	\$35,006
5	\$34,785	\$35,642	\$36,024
6	\$35,764	\$36,524	\$37,157
7	\$36,661	\$37,552	\$38,077
8	\$37,247	\$38,494	\$39,148
9	\$38,455	\$39,109	\$40,130
10	\$39,053	\$40,378	\$40,771
11	\$39,651	\$41,006	\$42,094
12	\$40,250	\$41,634	\$42,748
13	\$41,083	\$42,263	\$43,403
14	\$41,685	\$43,137	\$44,059
15	\$42,351	\$43,769	\$44,970
16	\$42,955	\$44,469	\$45,629
17	\$43,557	\$45,103	\$46,358
18	\$44,161	\$45,735	\$47,020
19	\$44,764	\$46,369	\$47,679
20	\$45,368	\$47,002	\$48,340
21	\$45,971	\$47,636	\$49,000
22	\$46,575	\$48,270	\$49,661
23	\$47,583	\$48,904	\$50,321
24	\$48,193	\$49,962	\$50,982
25	\$49,342	\$50,603	\$52,086
26	\$50,082	\$51,809	\$52,753
27	\$50,822	\$52,586	\$54,011
28	\$52,180	\$53,363	\$54,821
29	\$53,289	\$54,789	\$55,631
30	\$54,277	\$55,953	\$57,118
31		\$56,991	\$58,331
		1.05	1.0425

EXHIBIT 4

<u>EXTRA-CURR ADVISORS</u>	<u>2005/06 (5%)</u>	<u>2006/07 (4.25%)</u>
Yearbook	\$ 1,597	\$ 1,665
Academic Allstars	\$ 516	\$ 538
Music(extra duties-vocal)	\$ 878	\$ 1,317
Music(extra duties-instrum)	\$ 878	\$ 1,317
National Honor	\$ 555	\$ 579
Color Guard	\$ 568	\$ 592
AV Coord	\$ 775	\$ 808
Student Council	\$ 1,033	\$ 1,077
Ski Club	\$ 568	\$ 592
Drama Advisor	\$ 308	\$ 321
Drama Director*	\$ 707	\$ 737
*Drama director requires a full length production		
Marching Band	\$ 1,217	\$ 1,269
CAC	\$ 755	\$ 787
Spanish Club	\$ 308	\$ 321
Detention Monitor	20.54 per hour	21.41 per hour
<u>ADVISORS</u>		
Grade 7	\$ 326	\$ 340
Grade 8	\$ 326	\$ 340
Grade 9	\$ 534	\$ 557
Grade 10	\$ 645	\$ 672
Grade 11	\$ 903	\$ 941
Grade 12	\$ 1,160	\$ 1,209

EXHIBIT 5

ATHLETICS SALARY SCHEDULE

POSITION	2005-06 (5%)	2006-07 (4.25%)
Varsity Boys Soccer (1-3 years)	\$ 1,981	\$ 2,065
(4-6 years)	\$ 2,097	\$ 2,186
(7-10 years)	\$ 2,202	\$ 2,296
Varsity Girls soccer (1-3 years)	\$ 1,981	\$ 2,065
(4-6 years)	\$ 2,097	\$ 2,186
(7-10 years)	\$ 2,202	\$ 2,296
Varsity Boys Basketball (1-3 years)	\$ 2,567	\$ 2,676
(4-6 years)	\$ 2,743	\$ 2,860
(7-10 years)	\$ 2,821	\$ 2,941
Varsity Girls Basketball (1-3 years)	\$ 2,567	\$ 2,676
(4-6 years)	\$ 2,743	\$ 2,860
(7-10 years)	\$ 2,821	\$ 2,941
JV Boys Basketball (1-3 years)	\$ 2,103	\$ 2,192
(4-6 years)	\$ 2,244	\$ 2,339
(7-10 years)	\$ 2,310	\$ 2,408
JV Girls Basketball (1-3 years)	\$ 2,103	\$ 2,192
(4-6 years)	\$ 2,244	\$ 2,339
(7-10 years)	\$ 2,310	\$ 2,408
Jr. High Boys Basketball (1-3 years)	\$ 1,167	\$ 1,217
(4-6 years)	\$ 1,246	\$ 1,299
(7-10 years)	\$ 1,283	\$ 1,338
Jr. High Girls Basketball (1-3 years)	\$ 1,167	\$ 1,217
(4-6 years)	\$ 1,246	\$ 1,299
(7-10 years)	\$ 1,283	\$ 1,338
Varsity Boys Baseball (1-3 years)	\$ 1,981	\$ 2,065
(4-6 years)	\$ 2,097	\$ 2,186
(7-10 years)	\$ 2,202	\$ 2,296
JV Boys Baseball (1-3 years)	\$ 1,415	\$ 1,475
(4-6 years)	\$ 1,487	\$ 1,550
(7-10 years)	\$ 1,560	\$ 1,626
Modified Boys Baseball (1-3 years)	\$ 863	\$ 900
(4-6 years)	\$ 950	\$ 990
(7-10 years)	\$ 992	\$ 1,034
Varsity Softball (1-3 years)	\$ 1,981	\$ 2,065
(4-6 years)	\$ 2,097	\$ 2,186
(7-10 years)	\$ 2,202	\$ 2,296

Modified Girls	(1-3 years)	\$ 863	\$ 900
Softball	(4-6 years)	\$ 950	\$ 990
	(7-10 years)	\$ 992	\$ 1,034
Varsity Skiing	(1-3 years)	\$ 1,394	\$ 1,453
	(4-6 years)	\$ 1,488	\$ 1,551
	(7-10 years)	\$ 1,518	\$ 1,583
Golf	(1-3 years)	\$ 1,981	\$ 2,065
	(4-6 years)	\$ 2,097	\$ 2,186
	(7-10 years)	\$ 2,202	\$ 2,296
Cheerleading	(1-3 years)	\$ 1,981	\$ 2,065
	(4-6 years)	\$ 2,097	\$ 2,186
	(7-10 years)	\$ 2,202	\$ 2,296
Modified Boys	(1-3 years)	\$ 863	\$ 900
	(4-6 years)	\$ 950	\$ 990
	(7-10 years)	\$ 992	\$ 1,034
JV Soccer	(1-3 years)	\$ 1,415	\$ 1,475
	(4-6 years)	\$ 1,487	\$ 1,550
	(7-10 years)	\$ 1,560	\$ 1,626

Athletic Director: annual compensation of 5% of base salary including Masters and Graduate Hours
(Refer to Memorandum of Agreement approved by Board of Education on June 16, 2005)
MISCELLANEOUS POSITIONS: AN "EVENING" IS 2 CONTESTS.

Position

Basketball Shot Clock (per evening)	\$ 43	\$ 45
Basketball Scorers (per evening)	\$ 43	\$ 45
Basketball Timers (per evening)	\$ 43	\$ 45
Soccer Timers (per game)	\$ 43	\$ 45
Bus Chaperones (per evening)	\$ 50	\$ 52
Basketball Monitor (per evening)	\$ 43	\$ 45
Ticket Seller (per evening)	\$ 43	\$ 45

These Miscellaneous positions will be posted the first week of school.

Canaseraga Central School

4-8 MAIN STREET - P.O. BOX 230
CANASERAGA, NY 14822-0230
607/545-6421 - FAX 607/545-6265

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is by and between the Superintendent of the Canaseraga Central School District, on behalf of the Canaseraga Central School District ("District"), and the Canaseraga Teachers' Association ("Association").

WHEREBY, Exhibit 5 (Athletics Salary Schedule) of the Contractual Agreement between the Canaseraga Central School District and the Canaseraga Teachers' Association for the period of June 1, 2005 – June 30, 2007 (hereinafter the "Collective Bargaining Agreement") provides that the Athletic Director is to be paid 5% of his/her salary including graduate hours and Master's degree stipend; and

WHEREBY, the District and the Association desire to modify this arrangement so that the Athletic Director is paid a fixed annual stipend;

IT HEREBY IS AGREED, that the Athletic Director position will no longer be compensated according to the formula set forth in Exhibit 5 of the Collective Bargaining Agreement and that compensation for said position will be as follows:

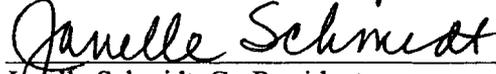
2005-2006	\$2,821
2006-2007	\$2,940

IT IS FURTHER AGREED, that the Athletic will receive one (1) hour of release time per week.



Daniel J. McCarthy, Interim Superintendent
(For the District)

6/9/05
Date



Janelle Schmidt, Co-President
Canaseraga Teachers' Association (For the Association)

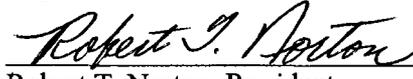
6/10/05
Date



Carolyn Vattimo, Co-President
Canaseraga Teachers' Association (For the Association)

6/13/05
Date

Approved by the Board of Education on May 19, 2005



Robert T. Norton, President
Board of Education (For the Board)

6-10-05
Date

Canaseraga Central School

4-8 MAIN STREET - P.O. BOX 230
CANASERAGA, NY 14822-0230
607/545-6421 - FAX 607/545-6265

MEMORANDUM OF AGREEMENT

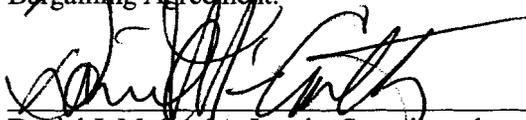
This Memorandum of Agreement ("Agreement") is by and between the Superintendent of the Canaseraga Central School District, on behalf of the Canaseraga Central School District ("District"), and the Canaseraga Teachers' Association ("Association").

WHEREBY, the Guidance Counselor has been added as a position covered by the Contractual Agreement between the Canaseraga Central School District and the Canaseraga Teachers' Association for the period July 1, 2005 – June 30, 2007 (hereinafter the "Collective Bargaining Agreement"); and

WHEREBY, the District and the Association desire to clarify the summer work hours of the Guidance Counselor;

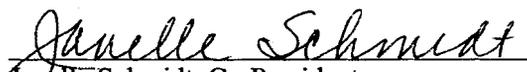
IT HEREBY IS AGREED, that the Guidance Counselor shall work fifteen (15) days during the summer at the direction of the Superintendent or his/her designee. The Guidance Counselor may work an additional eight (8) days over the summer with the authorization of the Superintendent or his/her designee.

IT IS FURTHER AGREED, that the Guidance Counselor will be compensated for each such day worked over the summer at a per diem rate of 1/200th of her annual salary. Said per diem compensation shall be the only remuneration payable to the Guidance Counselor for summer work under the Collective Bargaining Agreement.



Daniel J. McCarthy, Interim Superintendent
(For the District)

6/20/05
Date



Janelle Schmidt, Co-President
Canaseraga Teachers' Association (For the Association)

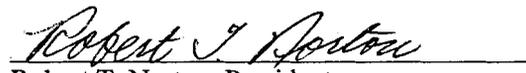
6/20/05
Date



Carolynn Vattimo, Co-President
Canaseraga Teachers' Association (For the Association)

6/21/05
Date

Approved by the Board of Education on June 16, 2005



Robert T. Norton, President
Board of Education (For the Board)

6-22-05
Date

