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# OCSFA

Contractual Agreement

Between

Onondaga Central School Faculty Association

and the

Onondaga Central School District

Nedrow, New York

RECEIVED
DEC 17 2007
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2007 - June 30, 2009

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## ARTICLE I
## RECOGNITION AND PAYROLL DEDUCTIONS

A. Recognition

The District recognizes the Onondaga Central School Faculty Association as the sole and exclusive bargaining agent for all certified full or part-time individuals employed by the District in the following positions: teachers, librarian, resource teacher/special education teacher, coaches[1], guidance counselor, speech therapist, certified occupational therapy assistant, school psychologist, or a regular substitute for one of the above listed titles and teacher assistants. A regular substitute shall be defined as a temporary employee who is substituting for a unit member who is on a leave of absence for a semester or more, but expected to return.

Further, part-time employees shall be defined as one working three (3) or more periods per day of a regular full-time employee's work schedule.

Also included in the unit would be a per diem employee who is substituting for a unit member whose position is encumbered for thirty (30) or more consecutive workdays. An employee in this category shall, upon employment for the thirty-first (31) day, have his/her salary retroactively adjusted pursuant to the appropriate step placement on the teachers' salary schedule from the commencement of the first (1st) day of employment in said position.

Excluded from the unit are those employees whose position requires administrative certification, district administrators and all other employees not listed above.

The Association further agrees as a condition of recognition, that neither the Association nor any of its members will engage in, cause, instigate, encourage, or condone a strike.

B. Dues Deductions

1. The District will deduct from the salaries of all bargaining unit members Association dues as authorized (see Appendix I for a copy of the form) or a professional service fee for the services provided by the Association in negotiations, contract administration and related areas pursuant to law. Said fee will be set by the Association.

2. The Association shall certify in writing to the District the current rates of membership dues and professional service fees at the beginning of each school year. The Association shall give the District thirty (30) days written notice prior to the effective date of any rate changes.

[1] District employees only will be expected to remit Association dues.

Article I, (Continued)

3. Deductions referred to above shall be made in the following manner:

   a) The total of all dues and contributions for the Association shall be deducted in twenty (20) equal installments, beginning with the second payroll date in September.

   b) No later than the first (1st) payroll date in September the Association shall provide the District with a list and the original signed authorization cards of those employees who have voluntarily authorized the District to deduct such dues and contributions for the Association, and

   c) No later than the second (2nd) payroll date in September the Association shall provide the District with a list of all Association members, and professional service fee payers and the District will provide the Association with a list of all bargaining unit members and their addresses.

4. The District shall, following each payroll date from which a dues deduction is made, transmit the amount so deducted in one (1) check to the Treasurer, Onondaga Central Schools Faculty Association, within ten (10) days. The final transmittal for the year shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

5. The Association will assume all responsibility for monies received and the forwarding thereof to the respective designated Associations.

6. Employees so choosing may select to contribute to Vote Cope via payroll deduction using the twenty (20) check option.

7. An employee may drop his Association membership and switch to a professional service fee status by giving fifteen (15) days notice to the parties on a form supplied by the District.

8. The Association agrees to defend and to indemnify the District and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of out of, or by reason of any action taken by the District for the purposes of complying with this provision.

C. Other Deductions

1. United Way & Community Health Charities of New York
   An annual contribution to the United Way and Community Health Charities of New York may be made through individual teacher payroll deduction authorization and equal installments beginning the first paycheck in January and extending through the last paycheck in June.

   The total annual contribution through payroll deductions shall be no less than an amount to equal a minimum of one ($1) dollar deductible each paycheck.

2. School Employees of CNY Federal Credit Union
   Contributions may be made through payroll deduction to the Employees Federal Credit Union subject to rules and regulations as set forth by that organization.

3. Payroll Savings
   Contributions may be made through payroll deductions to the M & T Bank subject to rules and regulations set forth by that organization.

4. Tax Sheltered Annuities
   Contributions may be made through payroll deduction to a company as designated by the employee. Deposits will be forwarded as collected.

   One (1) insurance company will serve as fiduciary agent for the disbursements.

5. The District will provide payroll deductions for programs provided by NYSUT's Benefit Trust (excluding any NYSUT Benefit Trust Health and/or Dental Insurance Offerings) with the understanding that the Association agrees to defend and to indemnify the District and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of any action taken by the District for the purpose of complying with this provision.

6. Flexible Spending Plan (IRS) Code – Section 125
   The District shall provide a Flexible Spending Plan, in accordance with the provisions of the Internal Revenue Service Code, Section 125. Such plan shall include a premium payment account, an unreimbursed medical expenses account, and dependent care expense account. The plan shall be available to employees paid on an annualized salary basis and employed for a minimum of 50% of a regularly scheduled full-time equivalent work year. The cost of providing the FSA will not exceed the savings generated by the FSA. If the costs do exceed the savings, the parties will meet and review the viability of continuing the FSA.

## ARTICLE II
## GENERAL PROVISIONS

A. State Law

1. The parties recognize the existence of all laws pertaining to this educational institution including the Public Employees Fair Employment Act (Taylor Law). They affirm that they intend to abide fully by all provisions of all such laws.

2. If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Teacher Rights and Responsibilities

1. Nothing contained herein shall be construed to deny or restrict to any teacher any rights he may have under the New York State Education or Civil Service laws or applicable laws and regulations. The rights and obligations of teachers under this Agreement shall be deemed to be in addition to those provided elsewhere.

2. No member of the Unit represented by the Association shall suffer any professional or other disadvantages by reason of his membership in the Association, or participation in any of its lawful activities.

C. District Policies, Regulations and Practices

1. The District agrees to take such action as is necessary to amend or repeal any rules, regulations, or practices, in the District or in an individual school in the District, which shall be contrary to, or inconsistent with, the terms of this Agreement.

2. The Board of Education reserves the right to adopt reasonable policies, rules and regulations, in addition to those included in the terms of this Agreement, as become necessary for the conduct of the educational program and the operation of the school system.

D. Informal Discussions

1. In order to promote, between the District and the Teachers, a forum for airing of matters relating to terms and conditions of employment not specifically covered in the Agreement, either the Association or the District may, during the term of this Agreement, request of the other party that discussion on such matters be held. The request for each discussion shall be in writing and contain recommendations relating to its subject.

Article II (continued)

2. During the period of this Agreement, for Informal Discussions, the following general rules shall apply:

   a) There shall be no more than three (3) informal discussions in each school year, except by mutual consent of the parties to this Agreement

   b) It is the intention of the parties that the discussions be initiated within the following periods:

      1) September 1 – 30
      2) November 1 – 30
      3) February 1 -15

      The written request for an Informal Discussion shall be given by the party requesting same not less than two (2) weeks before the initial discussion.

   c) The parties agree that Informal discussions are not to be construed as negotiations, and that Agreement is not required by or of either party at the conclusion of such discussion. The party to whom the request for Informal Discussion is addressed shall, if requested by the other party, submit its written conclusion within three (3) weeks of completion of such discussion.

E. <u>Board Jurisdiction and Responsibility</u>

1. The Association hereby recognizes that the Board is a state agency and as such has sole jurisdiction over the operation of the school and management of the buildings and school program, including, but not limited to, number of employees, assignment of students, purchase, assignment and distribution of supplies, materials and equipment to be used in the schools, and training and supervision of the teachers.

2. The Board also has the right to direct the teachers, including the right to hire, promote, demote, transfer, discipline, discharge, and in the exercise of reasonable judgment, determine the qualifications of a teacher, provided none of these functions of the Board shall be exercised so as to abrogate or nullify any specific provisions of this Agreement.

3. In the event of a decrease in personnel of the professional staff, the following principle shall apply:

   a) The teacher with the least seniority (teaching experience in the Onondaga Central School District from contract signing date) shall be the first to be relieved, following by the next least, etc.

   b) The principle shall be applicable within a tenure area.

Article II (continued)

c) The teacher's Association will be notified, in writing, of any proposed professional staff reduction by April 15, and given the opportunity to state its position prior to final Board action.

F. Reproduction and Distribution of Agreement

Copies of this Agreement shall be made and distributed at the shared expense of the District and the Association and a copy given to each teacher within one (1) month after the Agreement is ratified. New teachers appointed more than one (1) month after ratification shall be given a copy of this Agreement within two (2) weeks after their appointment by the Board.

## ARTICLE III
## PROFESSIONAL BEHAVIOR, EVALUATION AND RECORDS

A. Professional Behavior

1. Members of the unit represented by the Association are expected to comply with reasonable rules, regulations, requests and directions from time to time adopted by the District or its authorized representatives, provided that such rules, regulations, requests and directions are not inconsistent with either the letter or the spirit of this Agreement.

2. The Association recognizes that abuses of sick leave provisions or provisions for other leave, chronic tardiness or absence, willful deficiencies in professional performance, or other violation of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions within the District. The Association shall use its best efforts to correct breaches of professional behavior by any teacher.

3. In implementing efforts to correct breaches of professional behavior by any teacher, the Association may, at its discretion, refer such matter to the District or its authorized representatives for appropriate consideration and action. Likewise, in fulfilling its responsibility in matters regarding the professional behavior of the staff, the District or its authorized representatives, at its discretion, may seek the advice and counsel of the Association.

B. Professional Association Committee (P.A.C.)

1. A P.A.C. will be formed and consist of the Association President and an Association Representative from each building. The P.A.C. will meet periodically (at the call of either the President or Superintendent) with the Superintendent for joint planning.

2. The P.A.C. will, as appropriate, meet with the entire faculty, individuals or small groups to gather information, check data and review plans as they develop.

The purpose of the committee will be to review and promote professional standards for all employees represented by O.C.S.F.A. This will include, but not be limited to:

- use of sick/personal leave time.
- maximizing performance in the following:

(A) instructional techniques.
(B) classroom routines.
(C) planning
(D) work habits (attendance, etc.).
(E) time commitments for planning, organizing, etc. that go beyond contractual requirements.
(F) student learning objectives.
(G) provisions for individualized learning.
(H) student evaluation.

(I) teacher/student rapport.
(J) student motivation and participation.
(K) student discipline/behavior management.
(L) reports and record keeping.
(M) parent communications.
(N) community relations.
(O) other areas directly related to the educational program.

C. Teacher Evaluation – Both the District and Association agree that all teachers shall be regularly evaluated in order that the District and individual teachers will have an accurate and timely appraisal of the teacher's performance. The following shall govern the evaluation process:

1. All teachers shall be apprised of the criteria used in evaluating their performance. All formal evaluations shall be in writing on a standard form.

2. Formal monitoring or observation of the work performance of the teacher will be conducted openly, with the full knowledge of the teacher and will be based on actual evidence within and without the classroom.

3. The teacher will be given a copy of any written class observations or evaluation report prepared by the authorized administrator. No performance appraisal report shall be submitted to Central Administration, placed in a teacher's file, or otherwise acted upon without a copy to the teacher. This will be given to the teacher prior to the post-observation conference.

   The teacher shall be given the opportunity to respond in writing to any adverse comments before the report is placed in the permanent file. Said comments shall be attached to the report. The report shall be signed by both the teacher and the evaluator in the presence of each other before it is placed in the file (see #14). Each teacher shall receive a copy of his/her signed report.

4. Each teacher shall have the right, upon request and at reasonable times, and in the presence of the Superintendent or his designee to review and make copies of the contents of his complete personnel file with the exception of confidential pre-appointment recommendations. A teacher shall be entitled to have a representative of the Association accompany him during such review. (Cost of copies will be paid by the teacher at the rate prevailing at the time of the request).

5. A teacher may submit a written notation regarding any post-appointment material contained in his/her personnel file and the same shall be attached to the file copy of the material in question.

6. A pre-observation conference may be held upon the teacher's request and a post-observation conference will be held within six (6) working days following the observation (calculation period begins with the first (1st) work day following the observation) so that the teacher and his/her evaluator may review and clarify the written reports. The individual teacher will be informed of any shortcomings in his/her work and his/her teaching performance. The written report shall include explanations and evidence leading to this rating as well as suggestions for improvement. Assistance shall be given in areas of weakness.

7. By May 15 of the school year, teachers will be notified whether or not the District considers their work adequate for continued employment in the District.

8. No tenured teacher shall be dismissed, disciplined, reprimanded or denied continual employment except for just cause.

   a) A teacher brought up on charges under Education Law 3020 and 3020a shall have the option of using the grievance procedure in place of the procedures in the Education Laws 3020 and 3020a. A teacher brought up on charges shall have ten (10) days from receipt of the official notice of charges to choose to use the grievance procedure. Failure to properly notify the District shall constitute a waiver of his/her rights under this section.

   b) A teacher choosing the arbitration procedure will waive the first three (3) steps of the grievance procedure and will file directly at Stage Four (4) (Arbitration). If suspended, the teacher choosing the arbitration procedure shall be suspended with pay pending the decision of the arbitrator. Pay shall be for the number of school days within one hundred twenty (120) days following the date of notice of choice of option. The one hundred twenty (120) days shall not include days during the months of July and August.

9. The evaluation year shall end on June 15 with evaluations after that to be applicable to the following evaluation year.

   a) Teachers on tenure shall be evaluated at least once every year. The failure to evaluate a tenured teacher in a particular year will not be used by either party to establish the quality of the individual's work.

   b) Non-tenured teachers:

      1) shall be evaluated in the first year at least three (3) or more times the first by October 30, and the final by June 15.

      2) shall be evaluated in the remaining years of probation at least once a semester with the final evaluation prior to June 15.

Article III (continued)

10. In order to familiarize each faculty member with the instrument, by the end of the second (2nd) week of employment each year, the District will give to each teacher a copy of the evaluation instrument that will be used. Said form will be in effect for that academic year.

11. The District may modify or change the evaluation instrument for the following academic year. Notification will be given to the Association one (1) month prior to any planned change and any response to the change will be considered in implementing the change.

12. In the case of any disciplinary action in the form of a written statement, a copy of the conclusionary statement only will be sent to the Association President.

13. Teachers shall be formally evaluated by the school principal or by any other suitable supervisor or administrator designated by the administration with the understanding that additional evaluators will not include bargaining unit members, except the Physical Education/Athletic Director (one [1] position).

14. All evaluation and/or observation reports will be signed by the bargaining unit member. Said signature will merely indicate receipt of the report and not agreement with its contents. This will take place on the day of the receipt of the evaluation report.

D. Personnel Records

1. Certification

a) The teacher shall be responsible for acquiring and maintaining certification, appropriate for the position for which he is employed, and for the processing of same through the School District office and the State Education Department.

b) Each teacher shall file a copy of the following with the District Principal's Office:

1) The N.Y.S. Certificate

2) Any official correspondence received from the State Education Department in the process of acquiring and maintaining certification.

2. Payroll
The teacher is responsible for filing payroll information data, as requested by the District and thereafter to inform the District of any change in personal status that may affect such payroll processing.

3. Other Records
The teacher shall complete and promptly file other personnel records of information as may be reasonably requested by the District.

## ARTICLE IV
## SICK LEAVE AND OTHER LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave without loss of pay will be granted to all teaching personnel according to the following schedule. A day is defined as a regular working day.

   Ten (10) months service – Ten (10) days per year cumulative.
   Eleven (11) months service – Eleven (11) days per year cumulative
   Twelve (12) months service – Twelve (12) days per year cumulative

   The days of absence shall accumulate to a total of two hundred (200) days except as noted in Article XVI, early retirement incentive.

2. Sick leave allowance shall be credited on the first (1st) day of school each year except for the first (1st) year teacher in which case the total annual paid allowance will accumulate at the rate of one (1) day per month of service. In the event that the first (1st) year teacher exceeds the one (1) day per month allowance, a deduction will be made from the salary in the month when the absence exceeds the allowance. At the end of the year any excess of accumulated sick leave over deductions for absence for the year, will be reimbursed to the teacher.

3. When the district requires a medical certificate of a teacher, the District shall request an examination or report by the teacher's personal physician. In the event that the District is not satisfied by the personal physician's report, it may request an examination by the school physician. If the physicians do not agree on the teacher's ability or disability to work and the teacher disagrees with the school physician's decision, the two (2) physicians shall agree upon a third (3rd) physician whose decision shall be binding on both parties.

4. A teacher who has a long-term medical disability beyond the amount of his accumulated sick leave shall be granted an unpaid leave of absence not to exceed three (3) years.

5. Sick leave bank – to be administered by the District within the following guidelines:

   a) Bank would be established by the contribution of two (2) days by the teachers in the system. Only those making an initial contribution would be permitted to participate.

   b) The days to be drawn on the bank could not exceed the days remaining that school year. The teachers would be asked to donate another day when the bank was down to twenty (20) days. The bank would not be replenished more than once a year.

   c) That eligibility would be based on the following criteria:

1) Individual must use all accumulated sick leave and must be off the payroll for five (5) days.

2) One (1) day would be allowed from the bank for each two (2) days of accumulation a teacher has at the beginning of the school year.

3) That one (1) day for each year of service in the District be allowed and added to (2) above.

B. Maternity Leave

1. Childbirth Leave

a) Sick leave benefits shall be paid for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, such sick leave benefits not to exceed those to which the teacher shall already be entitled.

b) Leave shall terminate with medical certification of fitness to resume her position. The teacher may elect to return to her position or apply for a child rearing leave under provisions of Section Two.

2. Child Rearing Leave

A leave of absence shall be granted to rear a child under the age of five (5) years who is his/her child by birth or adoption or for whom (s)he has assumed legal responsibility.

a) The teacher must apply for the leave within six (6) weeks after the birth or adoption of a child.

b) The leave shall extend for the remainder of the school year in which the child is born or adopted and may be extended by the teacher for the next two (2) school years. The termination date of the leave shall coincide with the commencement of the school year.

c) There shall be no compensation during this leave period.

d) Notification in writing of intent to return shall be submitted by April 1 of the semester prior to the one in which the teacher plans to return.

e) A teacher may request to return to work at an earlier date, but the decision of approving the earlier return shall rest exclusively with the District Superintendent.

C. Military Leave

All teachers engaged in the performance of military duty under proper orders shall be granted all benefits guaranteed under Military Law.

Article IV (continued)

D. Extended Leave

The Board of Education may grant a leave of absence, not to exceed one (1) year, without pay.

1) Application for such leave must be made with the District Superintendent in writing, at least six (6) months prior to the beginning of such leave.

2) Return to service must be at the beginning of a semester.

E. Leaves for Bereavement – Immediate Family

Five (5) days per year for death in the immediate family shall be allowed without loss of pay. These days are not accumulative. Immediate family will be regarded as employee's father, mother, ward, guardian, sister, brother, son, daughter, wife, husband or those except wife and husband, of the same relationship by marriage.

F. Jury Duty

Personnel who are called for jury duty shall receive full pay for each day of absence while serving such duty. The per diem amount paid by the government unit for such service shall be properly endorsed and turned over to the District within three (3) school days after receipt.

G. Leave for Personal Business

1. Upon written notification made in advance, except in last minute emergency situations, the District Superintendent shall approve absence for personal business reasons not to exceed five (5) days in any one (1) year without loss of pay.

2. The intent of this section on personal business absence is to provide for the unusual or urgent type of personal business that cannot be attended to other than on the day or at the time that the staff member is expected to be on duty and that cannot be classified under any other absence type provisions. It is not the intent of this policy to provide for personal absences of a purely social nature. Requests for leave for religious reasons and requests for leave on a regular school day prior to or succeeding a stated holiday or recess period must be submitted, with reason, to the District Superintendent for prior approval.

3. As personal business days, such are not cumulative except that any unused personal business days each year shall be credited to the cumulative sick leave allowance to which the teacher is entitled at the beginning of the succeeding school year.

4. At the beginning of each school year the Superintendent and P.A.C. will convene and review the use of personal business days with the general membership. The review will include a listing of the appropriate reasons for use of personal business days.

H. Leave for Religious Reasons

Absence because of requirements of a teacher's religion to observe his Sabbath or other Holy Day may be taken under provisions of the personal business leave, but such absence, not to exceed three (3) days, shall not be charged against the number of days allowed under such provisions.

I. Absence Notification

A teacher shall give notice as soon as possible prior to the time he/she is to be absent for sickness or personal leave.

If a teacher knows that such absence is to continue for more than one (1) day, he/she shall give notice of the continuing absence prior to the end of day preceeding the next day of absence.

J. Absence Due to Injury on the Job

1. Whenever a teacher is absent from school as a result of what is determined to be a job incurred injury and thereby covered by Workmen's Compensation Insurance, he/she shall be allowed such absence with full salary up to one hundred twenty (120) school days, or until final compensation award is made, whichever comes first.

   During this time, the District will receive and retain any compensation payments for lost time. After one hundred twenty (120) school days of absence, only compensation awards for lost time will be received by the teacher.

2. The Board, or its authorized representative, may extend the absence period at its discretion.

3. No part of such absence will be charged against the teacher's accumulated sick leave unless so desired by the teacher in which case any compensation award for lost time will be retained by the District.

K. Severe Weather

1. When school is officially closed by the District Superintendent because of severe weather conditions, teachers will not be required to be present and shall receive pay for such absence.

2. In the event schools are officially closed for a period of time sufficient to require an alteration in the school calendar for the remainder of the year to make up the time lost, no additional compensation shall be paid to any teacher for the days thereby added to the school calendar.

L. Resumption of Benefits After Leave

All requests and grants of extension of renewals of leaves will be in writing. All benefits to which a teacher was entitled at the time of receiving a leave of absence, including unused accumulated sick leave, will be restored to him/her upon his/her return.

M. Leave Extension

The Board shall have the right to extend leaves.

## ARTICLE V
## TEACHER RECRUITMENT

A. The object of teacher recruitment is to obtain the highest qualified staff consistent with the resources of the District. The Association will use its best efforts to promote the reputation of the District at all times. The Association may make recommendations for new methods of recruitment or suggestions to aid in the recruitment process. Teachers shall, upon the request of the Board or its authorized representatives, assist in the recruitment process and the evaluation of candidates for positions within the unit represented by the Association.

B. Whenever any vacancy, or new position, as defined by the Board of Education or its authorized representative, shall occur in any professional position (certificated and/or instructional) in the District, including those annual part-time positions, in addition to the regular teaching position, for which a teacher receives additional annual compensation, written notice of such vacancy or new position shall be given to the President of the Association as soon as is practicable. Such notice shall contain all available information relative to the vacancy or new position.

C. Any qualified teacher may apply for such vacancy or new position, and in filling such vacancy or new position the Board or its authorized representative agrees to give due weight to the professional background and attainments of all applicants.

D. All applications for such positions shall be formally acknowledged by the District Superintendent and all applicants shall be formally notified when such a position is filled.

## ARTICLE VI
## GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim that there has been a violation or inequitable application of the Agreement.

B. Stages of Grievance Procedure

Stage 1: Building Principal

Within twenty (20) school days of the time the aggrieved knew or should have known of the act or condition on which the grievance is based, the aggrieved or his/her representative will discuss it with the building principal. If no consensus is reached, the teacher shall put the grievance in writing, and the building principal will transmit his/her written decision within fifteen (15) school days of the written grievance.

Stage 2: Appeal

a) If the aggrieved is not satisfied with the Stage 1 decision the grievance will be presented to the Association Grievance Committee. If the Committee determines the grievance to be meritorious it will file a written appeal with the District Superintendent within twenty (20) school days of receipt of Stage 1 decision.

b) The appeal will contain the following information:

   1) The provision(s) of this Agreement involved in said grievance,
   2) the time when, and the place where, the alleged events or conditions existed, if known,
   3) a general statement of the nature of the grievance, and
   4) the remedy sought.

c) Within twelve (12) school days of receipt of appeal, the superintendent shall hold a hearing and render a decision.

Stage 3: Board of Education

If the grievant is not satisfied with the decision at Stage 2, the grievance may, within ten (10) school days of the Stage 2 decision be appealed to the Board of Education. The Board of Education will hold a hearing and render a decision within twenty (20) school days of the receipt of the Stage 2 appeal.

Article VI (continued)

Stage 4: Arbitration

a) If the Association is not satisfied with the Stage 3 decision, it may within fifteen (15) school days of receipt of said decision submit the grievance to the American Arbitration Association for arbitration under the Voluntary Labor Arbitration Rules.

b) 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 volatile of the terms of this Agreement or which adds to, subtracts from, modifies, changes or alters any provision(s) of this Agreement. The decision of the arbitrator shall be final and binding upon all parties.

c) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

C. Procedures

1. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved and the Association President.

2. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances by which the Board and its 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.

3. The preparation and processing of grievances, insofar as practicable shall be conducted outside the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

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

5. The aggrieved and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

6. 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 or any other person by reason of such grievance or participation therein.

7. A copy of the grievance form is found in appendix II of this Agreement.

8. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

9. The Association may submit grievances concerning district-wide policies directly, at Stage 2.

10. An individual may submit a Stage 1 grievance without the intervention of the Association. In the event that any grievance is adjusted at Stage 1 without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved and shall, in all respects, be final; but, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

11. 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 or applications will continue in full force and effect.

12. The existence of the procedure hereby established shall not be deemed to require any teacher or group of teachers to pursue the remedies herein provided and shall not, in any manner, impair or limit the right of any teacher or group of teachers to pursue any other remedies available in any other form.

D. Time Limits

1. The time limits specified for either party may be extended only by mutual agreement.

2. 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.

3. Failure at any stage of the grievance procedure to communicate a decision to the designated party or parties within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4. When a grievance arises late in the school year, the parties will attempt to agree on shorter time limitations, or, where possible, to process the grievance over the summer recess.

## ARTICLE VII
## PROFESSIONAL CONFERENCES AND ACTIVITIES

A. Conferences

1. Teachers attending approved professional conferences shall receive their normal salary for necessary time involved.

2. Teachers attending approved conferences shall be reimbursed for all normal and necessary expenses as specified in the regulations of the District (Appendix III).

3. Ten (10) teacher days shall be allowed each year for the President of the Association and/or his/her representative to attend conferences, workshop programs, or Onondaga Central Schools grievance hearings. Teachers so designated shall be granted leave with pay, but will not be reimbursed for expenses. The President of the Association shall notify the District Superintendent of delegate names and meeting details as the information becomes available.

B. Other Professional Activities

1. Arrangements for absence due to other professional activities must be made in advance with the District Superintendent.

2. Prior to accepting a position as an officer and/or member of an executive board of a national, state or regional educational organization related to the teacher's District responsibilities and/or the program of the District, the teacher will review with the District Superintendent the position requirements as to necessary absence from District responsibilities during the term of office and seek approval for such absence. Absence as approved shall be with pay.

3. Prior to accepting appointment by the State Education Department to advisory committees and/or responsibilities necessitating absence from regular District responsibilities, with or without expenses or honoraria, the absence as approved shall be with pay.

## ARTICLE VIII
## TEACHING CONDITIONS AND STAFFING

A. School Year

1. Basic Year

The basic ten (10) month period of service from September 1 through the ensuing June 30 shall represent no more than two hundred (200) days of service as follows:

| | |
|---|---|
| a) Pupil class days as scheduled | 185 + or – |
| b) Legal Holidays – Labor Day, Columbus Day, Veterans' Day Thanksgiving, Christmas, New Years Day, Washington's Birthday, Memorial Day, and Martin Luther King Day | 9 + or – |
| c) Good Friday | 1 |
| d) Staff meetings, workshops, curriculum work, individual and group planning, etc. | 6 + or – |

2. a) Suggestions for developing the school calendar for the following year will be considered by the District if made by the Association prior to January 15.

b) Recommendation to the District's proposal maybe submitted within ten (10) days from the time the Association receives the proposed calendar.

c) The adopted school calendar for the basic school year, September – June will specifically indicate:

1) Class session days.

2) Holiday and recess periods. Dates as scheduled will not be altered unless it appears the District is in danger of falling below the mandated minimum number of class session days.

3) Dates on which classes will not be held but instructional staff members are required to be present.

d) During the school year the District shall inform the Association of proposed amendments to the adopted calendar, and prior to revision, receive recommendations concerning same.

Article VIII (continued)

B. Teacher School Day

1. The Association and District agree that teachers' professional duties and responsibilities extend beyond the pupil day. In specifying the general time schedule for teacher arrival and departure for each school it is not intended to diminish the nature or extent of such professional responsibilities including, but not limited to, assisting pupils in need of help, parent conferences, attendance at faculty meetings, curriculum work, and other school related activities.

2. In all schools the minimum teacher day, from arrival to departure, shall be seven and one half (7 ½) hours, which normally shall be defined as 7:45 a.m. to 3:15 p.m. The District may modify the beginning and ending times of the teacher day so as to facilitate student transportation.

   Teachers' arrival time in each school shall be at least ten (10) minutes before stated pupil arrival time and teachers shall be in assigned rooms or at positions for pupil supervision at the stated pupil arrival time. Teacher departure time in each school shall be in relation to teacher arrival time and the minimum teacher day of seven and one half (7 ½) hours as stated.

3. In the event inclement weather necessitates the early dismissal of pupils, and following such pupil dismissal and an administrative determination that teacher responsibilities toward such pupils have been fulfilled, teachers may depart prior to the regularly stated teacher departure time.

4. In the event of an unusual or urgent situation arising, requiring the presence of the teacher and his departure, prior to the regular teacher departure time, arrangement for same may be made with the building principal.

5. A teacher who must meet state certification or university advanced degree requirements related to his/her teaching assignment, or who desires to improve his competencies in same through university course attendance that cannot be scheduled other than immediately following stated teacher departure time, may upon written application to and approval by the District superintendent, arrange for departure prior to stated teacher departure time.

C. Lunch Period

Each teacher shall have a duty free lunch period of not less than thirty (30) minutes each day.

D. Academic Classroom – Special Teachers

1. The Association and District agree that the best interests of the pupil will be served when all teachers relating to a pupil or a particular class of pupils provide correlated learning experiences, which have been arrived at through informal conferences. Primary responsibility for the initiation of these conferences shall rest with the classroom teacher.

2. Classroom teachers shall not be required to remain in the classroom while a special teacher is instructing.

E. Teaching Assignments

1, In making transfers and/or teacher assignments, the concerns of the individual teacher will be considered to the extent that such concerns do not conflict with the best interests of the school system and the pupils.

2. On or before July 1, except as unforeseen circumstances thereafter necessitate further revision, major changes in teacher assignment from the preceding year for the next school year will be made known. Major changes will be considered as follows:

   a) Change in general grade level or subject(s) taught K-6.

   b) Change in general grade level or course within the subject area, grades 7-12, for which the teacher possesses certification affecting a majority of teaching periods.

   Other teaching assignments will be made known as close to August 15 as conditions permit.

3. Daily class schedules will also be made known by August 15 or as soon after as they are prepared.

F. Pupil Progress Reporting

For the conduct of periodic formal parent-teacher conferences, as part of the adopted District program and schedule of reporting pupil progress to parents, the schedule shall provide that for each periodic conference report the classroom teacher shall be relieved of pupil-class responsibilities for the equivalent of two (2) one half (1/2) days; two (2) one half (1/2) days for each class section in Kindergarten.

G. Work Load

Many variable factors affect learning. Among these may be the size of the class or instructional group and appropriate provisions therein for both the group of pupils and the individual pupil within such group.

1. Secondary

   a) The secondary workday shall consist of nine (9) periods.

   b) Secondary teachers will:

      1) teach five (5) periods and have two (2) duties e.g. study halls, lunch duty, etc. (Note: Homeroom will only be counted as a duty when it is tied to, or accompanied by a senior class advisorship. At all other times it will not be counted as a duty. This is based on the current system of assigning class advisorships where duties are rotated and each teacher follows the class through until its senior year.) or

      2) teach six (6) periods with a total class load of less than one hundred thirteen (113) students and have one (1) duty, or

      3) teach six (6) periods (more than one hundred twelve [112] students) and have one half (1/2) of a regular duty (e.g. study hall one [1] semester free period next semester, duty every other day or various similar combinations).

      4) have a workload of one hundred thirty (130) students. When workload exceeds one hundred thirty (130), teachers will be paid a stipend for each student in excess of one hundred thirty (130) according to the following formula:

$$\frac{\text{(teacher's annual salary)}}{4}\ \frac{(\#>130)}{130} = \text{quarterly stipend}$$

2. Elementary

   a) The average daily workload for K-3 elementary classroom teachers is twenty-five (25). When workload exceeds twenty-five (25), the teacher involved will be paid a stipend for each student in excess of twenty-five (25) according to the following formula:

$$\frac{\text{(teacher's annual salary)}}{4}\ \frac{(\#>25)}{25} = \text{quarterly stipend}$$

   b. The average daily workload for 4-6 elementary classroom teachers is twenty-seven (27). When workload exceeds twenty-seven (27), the teacher involved will be paid a stipend for each student in excess of twenty-seven (27) according to the following formula:

$$\frac{\text{(teacher's annual salary)}}{4}\ \frac{(\#>27)}{27} = \text{quarterly stipend}$$

3. The average daily workload for secondary music will be one hundred thirty (130), excluding students in band and chorus. When the workload exceeds one hundred thirty (130) the secondary formula (#2(A) (4) above) will be used to calculate overload compensation.

4. The average daily workload for art teacher will be one hundred fifty (150). When workload exceeds one hundred fifty (150) the teacher involved will be paid a stipend for each student in excess of one hundred fifty (150) according to the following formula:

$$\frac{\text{(teacher's annual salary)}}{4} \frac{(\#>150)}{150} = \text{quarterly stipend}$$

5. The average daily workload for elementary music and all physical education teachers is two hundred (200). When the workload exceeds two hundred (200) the teacher involved will be paid a stipend for each student in excess of two hundred (200) in accord with the following formula:

$$\frac{\text{(teacher's annual salary)}}{4} \frac{(\#>200)}{200} = \text{quarterly stipend}$$

6. Average daily teacher loads will be calculated quarterly at the report card dates. If students are enrolled in the class for over one half (1/2) the report period, they are counted towards the stipends. If less than one half (1/2), they are not counted.

7. In group situations such as physical education, industrial arts, home economics, science laboratories, typing, music, etc., where physical limitations and/or safety may be factors in the decisions made, the advice of all members of the department involved shall be sought.

8. If, no later than upon completion of the second week of school in September, it is determined that the guidelines in application are being exceeded, the District and the affected teacher(s) shall take steps to examine available and feasible alternative means toward adjusting class size and/or load to within such guidelines and, to the extent possible, implement such means for adjustment.

H. Duty-Free and Pupil Contact Times

1. Elementary Level

   a) Each teacher shall have at least two hundred (200) minutes of duty-free time (exclusive of lunch period) per week. This will be divided as nearly as possible on an even daily basis.

b) Each teacher will be assigned to no more than one thousand five hundred twenty (1,520) minutes of pupil contact time per five (5) day week.

2. Secondary Level

a) Each full-time teacher in the high school will have one (1) duty free period per day.

b) In the event that a teacher is assigned five (5) different classes with each requiring a different preparation, that teacher will be relieved of extra duties such as lunch duty, study hall, class advisor, homeroom, etc.

I. Part-time Employment

a) Elementary (K-6) part-time teachers and K-4 part-time special area teachers, and K-12 resource room, gifted and talented teachers, generally not working on a "per period" basis shall be paid on the basis of time employed divided by 7.5 hours.

Time employed shall include the following

1) For each 1 hour of instructional time, a teacher shall be entitled to 15 minutes planning time.

2) If a teacher works 4 hours or more per day (to include teaching and planning time) he/she shall be entitled to a 30 minute paid lunch period.

b) Part-time guidance counselors and psychologists shall be paid on the basis of time employed divided by 7.5 hours. If a counselor or psychologist works 4 or more hours per day, he/she shall be entitled to a 30 minute paid lunch period.

c) Each part-time teacher, upon employment, shall be advised by the Superintendent or his/her designee as to their specific periods of assignment (i.e. teaching, supervisory duty, after-school assignment(s).

J. In order to help students in need, as determined by the teacher and approved by the administration, members of the bargaining unit will work with students beyond the regular workday for an extra eight (8) hours per year. Part-time employees shall have this work time pro rated accordingly.

Article VIII (continued)

K. Teaching Assistants

1. Teaching assistants providing instruction are to do so under the general supervision of a licensed or certified teacher. The teacher is obligated to provide direction and guidance concerning this instruction. Teaching Assistant may not provide primary instruction, while assigned as a Teaching Assistant, regardless of license or certification the Teaching Assistant may possess. (as outlined in the NYS Education Department guidelines 10/95).

   In addition, Teaching Assistants may be asked to perform additional duties such as (but not limited to): preparing materials needed by the teacher, adapting (under direction) materials as instructed for particular students, providing the teacher with information which will assist the teacher in developing appropriate learning experiences, photocopying materials and assisting students with special health needs. Teaching Assistants are under the direct supervision of their building Administrator(s) and supervising teacher.

   The title "TA" is a general category and job description and is not to be taken as pertaining to any specific job within the district, but is only to refer to a person hired to assist a licensed or certified teacher. Placement in one job is usually permanent for that year but may be changed by the District.

2. Teaching Assistants will not be covered under the following provisions:

   a) Work Load Article
   b) Salary Article

3. Full-time Teaching Assistants would be entitled to the remaining fringe benefits (prorated if less than full time), and other provisions of said Agreement except as noted above. Teaching Assistants will be entitled to one half (1/2) of the teacher rates for retirement incentive as per Article XVI.

## ARTICLE IX
## SCHOOL BUILDING FACILITIES

A. Building Use

The Association shall have the privilege, subject to rules and regulations of the District, to use school buildings for meetings. Request for use shall be made known through the office of the building principal.

B. Other Facilities

The Association may have access to and reasonable use of the teachers' mailboxes. A bulletin board will be provided by the District in each principle faculty room for the purpose of displaying notices, circulars and other Association and professional materials. All materials placed in mailboxes by the Association shall be identified and dated.

## ARTICLE X
## PROFESSIONAL ASSOCIATION
## MEETINGS AND ACTIVITIES

A. Reserved Meeting Days

To avoid conflicts and for planning purposes, three (3) Mondays in any given month shall be reserved for Association meetings which may be convened and ended prior to pupil arrival or convened following regular pupil dismissal.

B. Meeting Location(s)

Association meetings, as scheduled, shall be arranged for in advance by the Association with the building principal.

C. Calendar Notice

The Association shall notify the District Superintendent's office of the three (3) reserved Mondays for the following month at least three (3) days prior to the fifteenth ($15^{th}$) day of each month. Said reserved days will be noted on the staff activity calendar prepared by and distributed from the District office. Other information of a like nature may be submitted for publication on the staff activity calendar at the same time.

D. Teacher Attendance

Teachers not expected or required to attend an Association meeting on one (1) or more of the above reserved days are responsible to the building principal for planning, pupil help, conferences, and other school or District staff activities between the established time of teacher arrival and pupil arrival or pupil dismissal and teacher departure.

E. Additional Meetings

Additional Association meetings and activities other than one of the three (3) reserved days each month shall be convened subsequent to established teacher departure times.

## ARTICLE XI
## MEDICAL EXAMINATION

A. Purpose and Program

1. The District and Association recognize that to safeguard the health of pupils and to determine the teacher's physical and mental capacity to perform his duties, the Board may require a teacher to submit to a prescribed medical examination at any time at the District's expense.

2. A program of physical examinations for newly employed teachers and those teachers being considered for tenure appointment, shall be in effect.

3. Newly employed teachers shall have such examination completed within one (1) month following effective date of appointment. Teachers being considered for tenure appointment shall have such examination completed prior to such appointment.

B. Procedures and Costs

1. The examination shall be performed by the school physician employed by the District. The examination, as prescribed by the District and recorded on the District form, may be performed by the teacher's personal physician in which case the teacher will be reimbursed for the examination expense incurred upon submitting copies of bills rendered as follows:

   a) Physician's Fee
   Fee as submitted, but not to exceed fee charged the District by the school physician for such examination.

   b) Required Laboratory Tests
   Fees as submitted, but not to exceed the fees charged the District when such tests would have been made in connection with the examination as performed by the school physician.

2. In cases of examination by the personal physician and related laboratory tests, the examination and tests record as well as the recommendation of personal physician as to the ability or inability of an individual to continue working shall be forwarded to the school physician. In the event that the District is not satisfied by the personal physician's report it may request an examination by the school physician. If the physicians do not agree on the teacher's ability or disability to work and the teacher disagrees with the school physician's decision, the two (2) physicians shall agree upon a third (3rd) physician whose decision shall be binding on both parties. The school physician shall retain examination, testing and related records, in confidence but shall be empowered to transmit recommendations regarding the fitness of such person for employment by the District. The teacher may thereafter apply for reinstatement after further examination.

C. TB Test

When an employee is required to have a TB Test for tuberculosis, the test will be administered by the school physician or his designated representative at the expense of the District, except as an employee submits a statement from his personal physician, at the employee's expense, that such test has been administered with stated results. Initial X-ray work as prescribed by the school physician, following test results, will be at the expense of the District. Staff members unable to take the TB test, may have X-rays taken at the County Health Department Clinic at no charge or if they prefer, at a physician of their choice at the staff member's expense.

## ARTICLE XII
## INSURANCE

A. Benefits

The District shall provide Region Wide II Blue Cross/Blue Shield, with students to age twenty-five (25), prescription drug card, and substance abuse riders. The District shall provide a prescription drug card rider wherein participants will pay $0 dollars for prescription drugs ordered by mail, $3.00 for generic drugs and $5.00 for brand name drugs.

B. Rate of Contribution

The District will pay the following for group health insurance for full time employees:

Ninety-five (95%) percent of the premium for employee coverage and seventy (70%) percent for dependent coverage.

C. Dental

Effective October 1, 2000, the District agrees to participate in the Blue Cross/Blue Shield Prime Blue Dental Plan, or its equivalent, for individual and family members and will contribute up to two hundred thirty-four ($234) dollars for the 2007-2008 school year, two hundred forty-three ($243) dollars for the 2008-2009 school year toward the cost of the individual or family plan respectively.

D. Part-Time Employees

1. All present part-time employees who are employed fifty percent or more (3 hours 45 minutes per day) shall have their health and dental insurance paid at the same rate as full time employees.

2. Part-time employees who are employed fifty percent or more (3 hours 45 minutes per day) and are hired after 1/1/94 shall have the District's payments for health and dental prorated at a rate equal to the District's contribution to a full time employee as noted in B.

3. Part-time employees who are employed for less than fifty percent may participate in the group health plan by fully paying the monthly premiums.

E. Insurance Company or Plan Changes

1. The District, after discussion with the faculty Association, reserves the right to change the insurance carrier or plan, provided the parties mutually agree the schedule of benefits is substantially the same or greater than those offered prior to a change in carriers or plan.

2. If Blue Cross/Blue Shield unilaterally changes coverage, the parties agree to meet and discuss the changes and/or the impact of the changes.

Article XII (continued)

F. Benefits Upon Retirement

1. The following benefit is provided for full time teachers or full time teaching assistants who have completed fifteen (15) years of service with the District, as a teacher or teaching assistant, and who actually retire from District service pursuant to the provisions of New York State Teacher's Retirement System (NYSTRS) on June 30, of the retirement year, and receive a pension annuity from NYSTRS.

2. The Benefit is as follows:

   If the teacher or teaching assistant meets the aforementioned criteria, the District will contribute toward the cost of his/her health insurance, for the individual premium, a flat dollar amount equal to the value of 95% of the teacher or teaching assistant's individual premium in place as of June 30th of the retirement year, with the remaining 5% being paid by the retiree. The retiree at his/her option, may elect to have family coverage instead of the individual coverage. Changes may be made to this election during any open enrollment period. If the retiree elects to have family coverage, it is understood that the District shall only pay the dollar amount equal to the individual coverage, and shall apply that dollar amount to the family coverage. The retiree shall then be responsible for the remainder of the amount of the family premium. In the case of a married couple, the prospective retiree may choose either family or individual coverage, and changes may be made during open enrollment periods.

   Any future increase in health insurance premium incurred by the district after June 30th of the retirement year, up to the expiration of this coverage will be shared, 33 1/3% by the teacher or teaching assistant, and 66 2/3% by the District of the premium increase only. Future increase shall be defined as increases in the premium in place on June 30th of the prospective retiree's year of retirement (Base). The District will be obligated to continue this coverage until the teacher or teaching assistant reaches age 70.[2]

3. Bargaining unit members have the right to continue coverage or enroll in the group health and/or dental insurance plans at the time of retirement or when the above-mentioned benefit ends. The retiree will then be responsible for the total premium.

[2] The signatories to this Agreement understand and agree that the use of age 65 or any other age eligibility term included herein is not to be discriminatory but rather, to identify a financial and limited obligation on the part of the District. If any member of the bargaining unit, his or her designee, or other person on behalf of themselves should file any type of age discrimination proceeding against the Signatories to this agreement, then, the Signatories to this agreement shall jointly defend such action and equally share in all expenses derived from said proceedings.

G. Teacher Retirement Incentive – Retirement Award

1. Retirement Award for 2007-2008, 2008-2009

   A retirement award will be offered through the 2007-2008 and 2008-2009 school years to any full-time teacher who is first eligible to retire from the NYSTRS without a diminished benefit or reduction of benefit by the end of the school year, and actually retires by the end of the school year in which the full time teacher is first eligible to retire from the NYSTRS without a diminished benefit or reduction of benefit.

2. Eligibility & Procedures:

   a) If the employee meets the eligibility requirements noted herein (1) age eligibility pursuant to the NYSTRS. (As documentation of eligibility for retirement benefits, all prospective retirees shall be permitted to use the most recent annual report from the NYSTRS), (2) a minimum of 15 years of teaching service at OCS, and (3) an irrevocable letter of intent to retire received by January 1; a retirement award in the amount of ten thousand ($10,000) dollars will be deposited, within 48 hours of the effective retirement date, into a 403B account of the teacher's choosing. Said teacher shall notify the District in writing of the specific 403B account which said teacher desires the funds to be deposited in on his/her behalf two weeks prior to his/her effective retirement date.

   b. Part-time teachers, at the time of retirement, and otherwise meeting the above eligibility requirements, will have the benefit amount of the retirement award (i.e. $10,000) prorated as per his/her current FTE with a minimum FTE of .5 required for acceptance into the award plan.

   c. The parties to this agreement further understand and agree that this retirement incentive will sunset on and not continue past June 30, 2009, notwithstanding any applicable provision of the Taylor Law.

3. 403B

   a. The District agrees to make a non-elective employer contribution for those bargaining unit employees represented by the Association and who avail themselves of the District's negotiated retirement incentive and/or payment for accumulated leave days. (Article XII (g) and XVI). There will no longer be a cash payout.

   b. The contribution will be placed into a mutually agreed upon 403(b) Program subjected to any restrictions that the provider may place on said non-elective employer contributions. The program provider will assure the District and the Association it is capable of transferring within twenty (20) business days of receipt of such funds, the employer contribution selected by an individual

employee, without any further charge to the employee. The contribution amount for the retirement incentive and accumulated leave days are enumerated in the Collective Bargaining Agreement.

c. The District will remit the contribution within one month following the effective date of the employee's resignation for retirement purposes.

d. The contribution shall be subject to the contribution limit as outlined in the Internal Revenue Code.

e. For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as a non-regular compensation to the New York State Teachers' Retirement System ("NYSTRS")

f. In the event that the contribution exceeds acceptable contribution limits, the employer agrees.

   To pay any excess over the limits as regular compensation to the employee in the year of retirement at the same time the 403(b) non-elective contribution amount is remitted.

g. The parties expressly agree that this Memorandum of Agreement shall become effective from the date of the signing of this Memorandum of Agreement and, notwithstanding Section 209(a)(1)(e) of the Civil Service Law ("Triborough Agreement"), shall expire on June 30, 2009 unless extended or modified by mutual written agreement between parties.

h. In agreeing to adopt the 403(b) program noted in this Memorandum of Agreement, the District makes no representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Association, its agents, representatives or other parties. The parties mutually agree to revisit this agreement should the related IRS regulations change.

i. The forgoing shall be subject to approval by the Board of Education, which shall consider and determine, by resolution, the adoption of such program. In addition, the memorandum must be approved by a vote of the Association Executive Committee.

## ARTICLE XIII
## DEVELOPMENT AND IMPLEMENTATION OF CURRICULUM

A. The Association and Board recognize that the instructional staff and the Board share a concern and have respective responsibilities for developing, implementing and improving the curriculum and its various aspects in a cooperative manner, in the best interests of the pupils.

B. Implementation and continual evaluation of educational programs as are, and/or may be, approved by the Board or its designated representatives, is expected of each member of the teaching staff.

C. To the end of improving educational programs and/or modifying same as may become necessary, channels for the communication of ideas from the teaching staff shall be developed and maintained at both the individual school and district-wide levels.

## ARTICLE XIV
## EXTRA PAY FOR EXTRA SERVICES

A. General

Extra services shall be considered to mean those services above and beyond the regular teaching assignment. In general, most activity sponsorships shall be a part of professional responsibility or shall be considered a worthwhile outgrowth of regular teaching responsibilities. Activities that are judged to be exceptionally time consuming or sufficiently remote from regular teaching assignments shall be eligible for consideration of extra pay.

Teachers shall continue to participate in District sponsored professional activities. The number of such activities shall be consistent with past practice within the District.

B. High School Extra Class Activities

1. The amount paid as advisor or director for the following high school extra class activities, September –June shall be:

| Activity | Compensation | |
|---|---|---|
| | 2007-2008 | 2008-2009 |
| Yearbook | $4,273 | $4,444 |
| Dramatics | | |
| (per production, min 1, max 3) | $1,474 | $1,533 |
| Technical Support | | |
| (flat fee per production) | $983 | $1,022 |
| School Newspaper | $833 | $866 |

2. In the event an activity has co-advisors or directors the total amount of compensation as stated shall be prorated accordingly.

3. Annual compensation shall be paid in two (2) equal installments; the first (1st) at the midpoint and the last at the end of the duration of the activity.

C. School Supervision and Activity Services

1. Services involving supervision at the following school activities shall be compensated at the rate of:

| | Hourly Rate | Minimum |
|---|---|---|
| 2007-2008 | $24.33 | $48.66 |
| 2008-2009 | $25.30 | $50.60 |

Activity

Dance Chaperone
Athletic Events
Spectator Bus Chaperone
Ticket Seller
Ticket Taker
Spectator Supervision
Concerts
Roller Skating Parties
Other extra-curricular activities approved by the District for compensation.

2. Athletic supervisors for each sport will be paid at the negotiated supervisory rate.

   a) The jobs for the number of supervisors needed for each sport will be posted in each building: Fall sports by September 1: Winter sports by November 1: and Spring sports by March 1. All instructional bargaining unit members who wish to apply for the position of supervisor for the entire season of any sport may do so. The Athletic Director will select supervisors of games that are scheduled prior to the beginning of the school year.

   b) All supervisors will follow the Supervision Responsibilities for Athletic Events given to them in writing by the Athletic Director. A meeting with all selected personnel will be held prior to the season's first game. Failure to meet any of the written expectations, failure to report for scheduled supervisory duties or failure to provide a substitute for the scheduled duty may result in a mid-season replacement and will result in a one calendar year exclusion from supervisory duty.

   c) The Athletic Director will interview and select personnel for the entire sport season. Consideration shall be given to all bargaining unit members based on the following criteria:

      - Ability to command respect and or project authority
      - Skill at enforcing designated supervisory responsibilities
      - Dependability
      - Experience

      No bargaining unit member, except a previously acting substitute, may act as a supervisor for a second sport until all interested instructional bargaining unit members have been offered and declined a supervisory position. When it is determined by the Athletic Director that a bus chaperone is needed, that position will be posted in each building.

3. Payment for said services shall be made within three (3) weeks following submission of a claim voucher.

D. Department Chair and Elementary Team Leaders (one [1] per grade level) will have the duties outlined in D.1. below.

1. Job Description

The Department Chair will be a leader for the following:

Curriculum updating and dissemination – as needed.
Curriculum monitoring.
Program budget coordination through the building principals.
Inventories of supplies and textbooks.
Hold a minimum of four (4) department meetings per year.
Establish within the department guidelines for local testing.
New teacher orientation.
Input on interviewing new teachers for department.
Plan Superintendent's conference day agenda.

The Elementary Team leader will, in addition to the appropriate above items, serve on the Building Staff Advisory Committee.

2. Selection

Selection of the Department Chair will be made cooperatively. Anyone with department certification may apply. The department (grades 4-12) will submit a name to the Superintendent. If the Superintendent rejects the name the department will submit a second name. If that is rejected, the Superintendent will appoint.

The selection process for the position will consider:

The ability to lead and inspire members within the department (The Spark)

Longevity

The awareness of local, state and national curriculum developments.

3. Evaluation

The Department Chair will meet with the Superintendent and the Administrative Council twice a year to review progress.

Article XIV (continued)

4. Compensation

The Department Chair will be compensated according to the following schedule.

a.

| | 2007-2008 | 2008-2009 |
|---|---|---|
| Math | $4,614 | $4,799 |
| Social Studies | $4,614 | $4,799 |
| English | $4,614 | $4,799 |
| Health/Science | $4,614 | $4,799 |
| Reading | $4,614 | $4,799 |
| Foreign Language | $3,058 | $3,180 |
| Fine Arts | $3,942 | $4,100 |
| Home & Careers/tech Ed./ Business Ed. | $3,942 | $4,100 |
| Special Education | $3,942 | $4,100 |
| Guidance | $3,942 | $4,100 |
| Language Arts | $2,618 | $2,722 |
| Physical Education | $3,942 | $4,100 |

b. Elementary Team Leaders:

| | 2007-2008 | 2008-2009 |
|---|---|---|
| 1, 3, 6 | $1,980 | $2,059 |
| 2, 4 | $1,847 | $1,921 |
| K, 5 | $1,677 | $1,745 |

c. Newly created positions for Department Chairs will be as follows:

| 2007-2008 | 2008-2009 |
|---|---|
| $3,692 | $3,840 |

Newly created Elementary Team Leaders shall be as follows:

| 2007-2008 | 2008-2009 |
|---|---|
| $1,594 | $1,658 |

d. In addition, substitute coverage will be provided for the Department chairs as necessary so (s)he may observe activities related to his/her assignment during the school day. A maximum of three (3) days per semester will be considered based on need, size of department, etc.

E. Coaches of Interscholastic Athletics

1. Physical Education teachers will be expected to run the intramural program in their respective schools as part of the basic teaching load and teacher's salary.

2. The amount paid for coaching an interscholastic sport shall be according to Appendix IV.

F. Tutoring

When a student leaves full time education programs for personal, medical or disciplinary reasons, and the student requests, or District is obligated, to provide tutoring, the original teachers of said students shall be contacted to provide tutoring services at a time and place of mutual agreement between student and teacher, before or after the school day. If the original teacher chooses not to accept the assignment, a posted notice of tutorial opening will be circulated among all OCS teachers to see if any are interested. If no one applies, the job shall be posted publicly and advertised. Said tutoring shall be compensated at the curriculum rate.

G. Automatic Electronic Defribulator

The OCSFA and the Onondaga Central School District agree that all school nurses, all physical education teachers and all District appointed bargaining unit coaches and co-curricular personnel shall complete and maintain certification requirements for CPR/AED and will be expected to use these skills as needed in any and all appropriate school circumstances

The Onondaga Central School District will, to the extent permitted by law, indemnify, save harmless, and defend its employees from claim, suits, actions, and legal proceedings brought by third parties against the employee in his or her capacity when using CPR or AED, provided the employee has successfully completed District sponsored or District approved training in the use of CPR and AED and has maintained such certification through the American Red Cross, the American Heart Association or other District designated organizations and such certifications are on file with the District's Athletic Director or the District's AED Coordinator. Such employee protection as referenced above shall be the same protections as are afforded under Education Law 3023 and 3811 whether or not such laws actually apply to the employees utilizing AED and performing CPR, provided that the employee is acting within the scope of his/her employment or the employee acts voluntarily on school property or at a District sponsored event or activity.

Article XIV (continued)

The District shall offer training to employees at no charge, giving first priority to nurses, physical education teachers, and coaches, then to supervisors and co-curricular personnel and chaperones of athletic events, dances, music concerts or other designated school activities. Other unit members are also encouraged to participate in CPR/AED training. The decision to train is voluntary. The District will pay for training materials and certification cards for all District sponsored training sessions. In the event more persons apply for the training than needed by the District, the District shall determine the number to be trained.

The District shall pay a stipend at the supervisory rate for all AED training conducted outside the regular school day. Participants shall be compensated for said training within three weeks of completion of AED training. In addition, the District shall pay the negotiated supervisory rate in accordance with the parties current collective bargaining agreement: hereinafter the "Agreement" for each hour of service as the Supervisory/AED Provider. This payment shall not be in addition to coaching or supervisory pay, but shall be paid to any bargaining unit member asked to work to assist the District in compliance with the law because trained personnel have not signed up.

Training options will be several types:

Initial or Basic CPR/AED training: Approximately 2 hours CPR and 2 hours AED Refresher training: 10-20 minutes.

Recertification: Time as needed to demonstrate proper knowledge and technique as determined by the District: estimated 10 minutes to 1 hour.

Principals shall announce training dates in advance to see if there is interest for new training and then will announce and post dates based on interest. Training schedules will be made available listing training options scheduled for Staff Development Days, half days at the end of the school year, various times during Regents Week, and other times in evenings or summer. While individuals are welcome to obtain training independently, such training shall not result in any additional expense to the District. Refresher and Recertification training may also be scheduled on an appointment basis with the District's Athletic Director and/or the District's AED Coordinator.

The District shall be responsible for the maintenance of all AED's in the District. The District shall be responsible for ensuring that all AED's are in working order and safe for use.

It is not the intent of the parties that AED training shall constitute a new job duty for any individual who has taken the training or renders service.

The District shall maintain a District wide alphabetical list of trained personnel, which shall be used in the event trained personnel are not already scheduled. Any trained bargaining unit member shall have the ability to decline a request. The District will use the aforementioned alphabetical list, continuing on down the list, until each

member has been called during the school year. If no trained person can be found, the Association President will be notified.

Any change in the rules or regulations relative to CPR/AED and affecting this agreement may be reopened by either party upon written notice to the other party.

If any provision of this agreement is found by a court of competent jurisdiction to be in violation of a law, rule, or regulation, such provision shall become null and void, but the remaining provisions shall remain in full force and effect.

H. Athletic Director

1. Bargaining unit members may serve as Athletic Director (hereinafter AD) for the District.

2. When a bargaining unit member is appointed AD, he/she

   a) will have four teaching assignments.

   b) will have three periods per day for AD duties.

   c) will have one prep and one lunch period per day.

   d) will not be responsible for evaluating coaches, and physical education teachers.

   e) will have no additional administrative duties during the teachers' day.

   f) will be paid $5,762 for 2007-08, $5,992 for 2008-09. For summer work, not to exceed 10 days, s/he shall be paid at the supervision rate delineated in Article XIV, Section C. The salary will be increased at the same percent as the teacher's settlement.

## ARTICLE XV
## SALARY

A. General

1. Two hundred (200) days is to be considered the school year payroll for ten (10) month personnel: 1/200th of the total salary will therefore be the daily pay of all school year personnel.

2. The school year of eleven (11) month personnel will be computed in the same manner, on a two hundred twenty (220) day basis: Twelve (12) month personnel, on a two hundred forty (240) day basis.

3. Teachers will be paid on the first (1st) Friday of the student calendar each year and every two (2) weeks thereafter, until the final check is paid on the last day of school. There will be no three (3) week pay periods and this procedure could result in more than twenty-one (21) payroll periods.

B. Salary Determination for Part-time Teachers

1. The method for determining the salary for part-time teachers, generally understood to be secondary "per period" teachers (e.g. 7-12 academic and 5-12 special area such as art, music, physical education, home economics, industrial arts, math lab and reading lab), except as stated in point planning responsibilities.

| Teaching Period | % of FTE Salary Rate |
|---|---|
| 1 | 16% |
| 2 | 32% |
| 3 | 50% |
| 4 | 68% |

Any additional duties assigned by the Superintendent or his/her designee shall receive additional compensation of 7% for each supervisory period and 3.5% for any after-school assignment.

2. Full-time teachers employed who are involuntarily reduced to part-time employment shall have their part-time salary calculated on the basis of 20% of a full-time equivalent salary for each period taught (e.g. 1 teaching period = 20%, 3 teaching periods = 60%).

3. Elementary (K-6) part-time classroom teachers and K-4 part-time special area teachers, and K-12 resource room, gifted and talented teachers, generally not working on a "per period" basis shall be paid on the basis of time employed divided by 7.5 hours.

Time employed shall include the following:

a. For each 1 hour of instructional time, a teacher shall be entitled to 15 minutes planning time.

b. If a teacher works 4 hours or more per day (to include teaching and planning time) he/she shall be entitled to a 30 minute paid lunch period.

4. Part-time guidance counselors and psychologists shall be paid on the basis of time employed divided by 7.5 hours. If a counselor or psychologist works 4 or more hours per day, he/she shall be entitled to a 30 minute paid lunch period.

5. Each part-time teacher, upon employment, shall be advised by the Superintendent or his/her designee as to their specific periods of assignment (i.e. teaching, supervisory duty, after-school assignment(s).

C. Salary Schedule

1. 2007-2008, 2008-2009 salary schedules

a) See attached tables – Appendix V.

b) Returning bargaining unit members will be moved one step on the salary schedule (e.g. they will be placed one step higher on the appropriate salary schedule than they were placed on the previous salary schedule year of this agreement, but in any event, not higher than Step 33 as per parties agreement.

2. Teaching Assistants

a) Teaching Assistants starting salary shall be as follows:

| 2007-08 | 2008-09 |
|---|---|
| $18,932 | $19,500 |

b) Returning Teaching Assistants shall receive a wage increase of: 3.4% (2007-08) and a 3% (2008-09).

c) Teaching Assistants will not be cover under the following provisions:

1) Work Load Article

2) Salary Article

d) Full-time Teaching Assistants would be entitled to the remaining fringe benefits (prorated if less than full time), and other provisions of said Agreement except as noted above. Teaching Assistants will be entitled to one half (1/2) of the teacher rates for retirement incentive as per Article XVI.

3. Additional Preparation

a) Graduate Work:

1) Beginning September 1, 2007, the salary increment for graduate work completed above the base salary shall be ninety-one ($91) dollars per credit hour for the 2007-08 school year and ninety-five ($95) dollars per credit hour for the 2008-09 school year.

b) In-Service Credit:

1) In-service courses or training shall be defined as courses of training other than approved college courses in which teacher participation is on a voluntary basis after school hours.

2) Unit Members shall be eligible to earn salary credit under Article XV, Section (B)(4)(c)(3) in one of two ways: upon a Unit Member's completion of multiple pre-approved in-service courses that cumulatively total fifteen (15) clock hours, or upon a Unit Member's completion of a single pre-approved fifteen (15) clock hour in-service course.

3) To be eligible for approval of in-service coursework and salary credit under Article XV, Section (B)(4)(c)(3), Unit Members must submit an application to the Superintendent for his approval/denial before the Unit Member enrolls in the programs(s) or course(s).

4) If a Unit Member, in earning a salary credit, completes a combination of pre-approved in-service courses or programs that exceed fifteen (15) clock hours, the clock hours completed in excess of fifteen (15) shall not be credited towards the completion of another fifteen (15) clock hours or used to earn another salary credit.

c) For Salary Credit:

1) Courses or training programs shall be those established for at least fifteen (15) clock hours of in-session participant time. Absence shall not exceed twenty (20%) percent of total sessions established and such absence is to be made up to the satisfaction of the instructor in charge.

2) All courses or programs shall be approved in advance.

3) One (1) credit hour may be earned upon satisfactory completion of a fifteen (15) clock hour course or program, two (2) credit hours for a thirty (30) hour program and three (3) credit hours for a forty five (45) clock hour program.

4) A maximum of twelve (12) in-service credit hour shall be permitted within each thirty (30) hour block for salary credit; eighteen (18) hours to be earned in approved college courses.

d) Payment

1) Teachers will receive compensation for each hour of graduate credit.

2) Payment will begin when the appropriate records (transcripts or report cards) are submitted to the District office.

3) Full payment will be received for each credit hour of summer work reported to the District office by September 1.

4) Full payment will be received for each credit hour of summer work reported to the District office between September 1 and January 15.

5) Half (1/2) payment will be received for each credit hour reported to the District office between January 16 and June 30.

e) Transcripts

1) A newly employed teacher shall initiate a request for an official copy of his transcript of all undergraduate and graduate work completed within thirty (30) days of effective date of employment.

2) Notice for all graduate work completed subsequent to effective date of initial employment and for any approved graduate work that may be used to determine salary must be filed with the District Superintendent on or before September 1, January 15 and/or June 30 of each school year. Transcripts are to be filed with the District as received from the College. Unsubstantiated (e.g. graduate work which the teacher provides notice but no transcript) graduate payments may be readjusted upon receipt of the official transcript by the District.

D. Summer Services

1. A teacher employed for regular teaching duties during July or August equivalent to those performed during the September-June school year, shall be paid a per diem rate of 1/200th of his/her September-June annual salary rate for that school year beginning July.

2. A teacher employed during July or August in connection with curriculum project work or programs other than classroom teaching, as may be approved by the Board of Education, shall be paid:

$30.54/hour for 2007-08
$31.76/hour for 2008-09

Article XV (continued)

E. Prior Teaching Service

Credit for prior service will be granted up to and including three (3) years at the time of probationary appointment. Credit beyond three (3) years maybe granted at the time of probationary appointment or later at the discretion of the District Superintendent and the Board.

F. Coaches' Salaries (see Appendix IV)

## ARTICLE XVI
## EARLY RETIREMENT INCENTIVE

LUMP SUM BENEFITS

A. Full time teachers and teaching assistants choosing this option must meet the following conditions:

   1. Must have completed fifteen (15) years of service as a teacher or teaching assistant in this school district prior to the effective date of the retirement.

   2. Must be eligible for retirement as of June 30 and must retire within the first five (5) years of eligibility for retirement with unreduced benefits. As documentation of their eligibility for retirement benefits all prospective retirees shall be permitted to use the most recent annual report from NYSTRS.

   3. Must submit a letter of retirement to the Board of Education at least six (6) months in advance of retirement to be effective at the end of a semester. The teacher must complete his/her teaching assignment up to the effective retirement date. Paid leaves of absence shall be considered as days worked.

B. Payment of the retirement incentive shall be in a lump sum based on the following:

   1. The retirement incentive payment shall be based on the teacher or teaching assistant's accrued sick leave, on his/her last day of employment, up to a maximum of 260 days.

   2. Payment due for each day accrued shall be:

      0 to 50 days @ $20 up to $1,000
      51 to 150 days @ $40 up to $4,000
      151 to 260 days @ $60 up to $6,600

      Example calculations:

      <u>71 days</u>
      50 days at $20 = $1,000
      21 days at $40 = $ 840

      $1,840

      <u>260 days</u>
      50 days at $20 = $1,000
      100 days at $40 = $4,000
      110 days at $60 = $6,600
      $11,600

Article XVI (continued)

3. 403 B - Refer to Article XII G. 3.

## ARTICLE XVII
## TAYLOR LAW, SECTION 204-A

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice, in type no smaller than the largest type used elsewhere, in such Agreement:

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

2. Every employee organization submitting such a written Agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

3. Within sixty (60) days after the effective date of this act a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall upon employment be furnished with a copy of the provisions of this section.

   Notice of this provision also must be given by employee organizations to every member, when written Agreements come up for ratification. This is to be furnished in writing, as well as read, at the ratification meeting.

   A copy of the section is also to be supplied, by the public employer, to every new employee when he is hired.

## ARTICLE XVIII
## DURATION OF AGREEMENT

A. This Agreement shall become effective 1 July, 2007, through 30- June, 2009, and thereafter shall continue in full force and effect from year to year until amended in accordance with Paragraph B. below.

B. In the event either party wishes to amend this Agreement, written notice will be given to the other party not later than 15 January, 2009. Within two (2) weeks of written notice, the parties will meet and exchange proposals. No new proposals will be accepted from either side after the initial exchange unless mutually agreed upon. Procedures to be followed in subsequent negotiation meetings will be agreed upon at the first (1st) session. Amendment results from such negotiations shall take effect that following July 1.

C. This Agreement contains the entire Agreement between the parties on the subject matters set forth herein and shall not be modified or amended except by mutual agreement of both parties.

D. If a new contract is not negotiated by 30 June, 2009, increments for the subsequent school year will be paid.

By: _____
Peter Hyland, President
Onondaga Central Schools
Faculty Association

By: _____
Joseph Rotella, Superintendent
Onondaga Central Schools

Dated this 20 day of August, 2007.

## APPENDIX I
## DUES DEDUCTION AUTHORIZATION

## ONONDAGA CENTRAL SCHOOLS
## DUES PAYROLL DEDUCTION AUTHORIZATION

_____

(Print) Last Name First Initial Building

_____

Address

TO: Board of Education, Onondaga Central School District

Pursuant to Chapter 392, Laws of 1967, I hereby request and authorize you to deduct, according to arrangement agreed upon with the Onondaga Central Schools Faculty Association, the dues and contributions as certified by the Association. I hereby waive all right and claim for said monies so deducted and transmitted to the Onondaga Central Schools Faculty Association in accordance with the authorization and relieve the Board of Education and all its officers for any liability therefore. This authority shall be continuous while employed in this school system until changed or withdrawn by written notice.

___ OCS Faculty Association and its State and National Affiliates Annual Dues

___ OCS Faculty Association Scholarship Fund (annual amount) $_____

___ VOTE COPE (annual amount) $_____

_____ _____

Employee's Signature Date

**APPENDIX II**
**GRIEVANCE FORM**
**ONONDAGA CENTRAL**

**Stage 2**

1. Name of the Aggrieved:_____

2. Date of Stage 1 Submission _____ Date Stage 1 Reply:_____
   Date of submission:_____

3. A general statement of the nature of the grievance:
   _____
   _____
   _____

4. The provision(s) of this Agreement involved in this grievance:
   _____
   _____
   _____

5. The time when, and the place where, the alleged events or conditions existed:
   _____
   _____
   _____

6. The remedy sought:
   _____
   _____
   _____

Copies of this grievance are to be distributed to:

1) District Superintendent
2) Association President
3) Association Grievance Committee
4) Utility Copy

Material(s) that are to be submitted at this stage of the Grievance Process:

1) Written copy of the Stage 1 reply.
2) Any pertinent documentation that is available

## APPENDIX III
## TRAVEL CLAIMS

The following procedures and regulations shall apply to all professional conferences:

A. Application and Approval

1. Prior approval for attendance must be obtained from the Board or its authorized representative. Request shall be filed with the District Superintendent through the building principal at least one (1) month prior to the date of the conference, whenever possible.

2. Teachers shall receive notice of approval or disapproval at least one (1) week prior to the conference, whenever possible.

B. Allowable Expenses

1. Only actual and necessary expenses as set forth in these regulations, essential to the accomplishment of the purpose of the trip shall be reimbursed. Expenditures for laundry, dry cleaning, theater tickets, entertainment, etc. shall not be reimbursed.

2. Transportation

   a) Use of private car must be authorized in advance and approved only when such is to the advantage of the District. The school car should be used when available. When private car is used mileage will be paid at the rate established by Board policy. When school car is used a credit card may be obtained from the District Office to be used for only purchase of gasoline, oil or repairs. Receipts for toll road charges, and for parking charges in excess of one ($1) dollar shall be attached to the claim. Teachers attending the same conference are all expected to travel in the school car when used and when feasible.

   b) Transportation by common carrier shall be reimbursable, but not in excess of first class fare and receipts for such must be attached to the claim (exception is railroad coach). Tourist or economy flights must be used when scheduled. Transportation taxes are not allowable and exemption forms may be obtained from the District Office. Taxi fares are allowed for essential travel only. Shuttle buses must be used for ground transportation to and from airports whenever possible and when a substantial savings would result from such use.

3. Lodging and Meals

   a) For conferences within fifty (50) miles of the District lodging will not be allowable and travel expense shall not be allowed for more than one (1) round trip each day. Meal expense shall not include breakfast but shall include lunch only when there are both morning and afternoon sessions and shall include dinner only when there are both afternoon and evening sessions.

   b) Lodging and meal costs will be reimbursed only to the extent of actual necessary amounts within the following limits:

      1) State allowance per night for lodging in New York, Chicago, Boston and similar cities.
      2) When lodging is not available within the above limits, reimbursement in excess of the stipulated amounts will be paid only when approved in advance based upon a confirmed reservation.
      3) Taxes on lodging are not allowable and certificates for exemption should be obtained from the District Office. Lodging receipts must be attached to the claim.
      4) State allowance per day for meals, including tips, except when a banquet is included.
      5) Tips other than for meals will be allowed at a reasonable rate per hotel stay.
      6) Meal costs must be listed separately and identified by date as to breakfast, lunch, dinner and/or banquet. Tips should not be listed separately, but should be included in the cost of the meal.

4. Registration Fees

   Registration fees are reimbursable, but not membership dues or costs of periodicals or other materials.

C. <u>Expense Claims and Reports</u>

1. The teacher shall submit claim vouchers to the building principal along with a written report of the conference, in duplicate, on the forms provided.

2. The Board reserves the right to disallow reimbursement considered unreasonable and/or unnecessary.

## APPENDIX IV
## EXTRA-CURRICULAR SCHEDULE
## 2007-2008

| Sport | Position | 0-3 yrs. | 4-6 yrs. | 7-9 yrs. | 10+ yrs. |
|---|---|---|---|---|---|
| Football | Varsity Head Coach | $ 4,610 | $ 5,146 | $ 5,557 | $ 5,973 |
| Basketball | Varsity Assistant | 3,501 | 3,911 | 4,363 | 4,735 |
| Wrestling | J.V. Head Coach | 3,501 | 3,911 | 4,363 | 4,735 |
| Volleyball | J.V. Assistant | 3,086 | 3,501 | 3,911 | 4,363 |
| | Modified Head Coach | 2,778 | 3,151 | 3,520 | 3,927 |
| | Modified Assistant | 2,039 | 2,216 | 2,502 | 2,874 |
| | Modified Football | 3,086 | 3,501 | 3,911 | 4,363 |
| | Modified Football Asst. | 2,261 | 2,462 | 2,780 | 3,193 |
| Soccer | Varsity Head Coach | 4,325 | 4,526 | 4,731 | 5,136 |
| Baseball | Varsity Assistant | 3,086 | 3,501 | 3,911 | 4,363 |
| Softball | J.V. Head Coach | 3,086 | 3,501 | 3,911 | 4,363 |
| Track & Field | J.V. Assistant | 2,610 | 2,891 | 3,242 | 3,696 |
| Lacrosse | Modified Head Coach | 2,610 | 2,891 | 3,242 | 3,696 |
| | Modified Assistant | 1,636 | 1,770 | 1,906 | 2,038 |
| Cross Country | Varsity Head Coach | 3,912 | 4,120 | 4,325 | 4,736 |
| Indoor Track | Varsity Assistant | 2,697 | 3,109 | 3,520 | 3,931 |
| Tennis | J.V. Head Coach | 2,697 | 3,109 | 3,520 | 3,931 |
| | J.V. Assistant | 2,251 | 2,680 | 3,109 | 3,538 |
| | Modified Head Coach | 2,251 | 2,680 | 3,109 | 3,538 |
| | Modified Assistant | 1,393 | 1,545 | 1,694 | 1,844 |
| Cheerleading | Head Coach | 3,130 | 3,297 | 3,460 | 3,789 |
| Dance Team | | | | | |

Compensation for extended season (sectionals, regionals, states, nationals) will be based on an average season of ten (10) weeks. Coaches will receive 1/10 of his/her salary for each week coached beyond the normal season.

## APPENDIX IV
## EXTRA-CURRICULAR SCHEDULE
## 2008-2009

| Sport | Position | 0-3 yrs. | 4-6 yrs. | 7-9 yrs. | 10+ yrs. |
|---|---|---|---|---|---|
| Football | Varsity Head Coach | $4,795 | $5,352 | $5,352 | $6,212 |
| Basketball | Varsity Assistant | 3,641 | 4,068 | 4,537 | 4,925 |
| Wrestling | J.V. Head Coach | 3,641 | 4,068 | 4,537 | 4,925 |
| Volleyball | J.V. Assistant | 3,209 | 3,641 | 4,068 | 4,537 |
| | Modify Head Coach | 2,889 | 3,277 | 3,661 | 4,084 |
| | Modify Assistant | 2,121 | 2,305 | 2,602 | 2,988 |
| | Modified Football | 3,209 | 3,641 | 4,068 | 4,537 |
| | Modified Football Asst. | 2,351 | 2,560 | 2,891 | 3,321 |
| Soccer | Varsity Head Coach | 4,498 | 4,707 | 4,920 | 5,341 |
| Baseball | Varsity Assistant | 3,209 | 3,641 | 4,068 | 4,537 |
| Softball | J.V. Head Coach | 3,209 | 3,641 | 4,068 | 4,537 |
| Track & Field | J.V. Assistant | 2,715 | 3,007 | 3,371 | 3,844 |
| Lacrosse | Modified Head Coach | 2,715 | 3,007 | 3,371 | 3,844 |
| | Modified Assistant | 1,701 | 1,841 | 1,983 | 2,120 |
| Cross Country | Varsity Head Coach | 4,069 | 4,285 | 4,498 | 4,926 |
| Indoor Track | Varsity Assistant | 2,805 | 3,233 | 3,661 | 4,088 |
| Tennis | J.V. Head Coach | 2,805 | 3,233 | 3,661 | 4,088 |
| | J.V. Assistant | 2,341 | 2,787 | 3,233 | 3,680 |
| | Modified Head Coach | 2,341 | 2,787 | 3,233 | 3,680 |
| | Modified Assistant | 1,448 | 1,607 | 1,762 | 1,918 |
| Cheerleading | Head Coach | 3,255 | 3,429 | 3,598 | 3,941 |
| Dance Team | | | | | |

Compensation for extended season (sectionals, regionals, states, nationals) will be based on an average season of ten (10) weeks. Coaches will receive 1/10 of his/her salary for each week coached beyond the normal season.

## APPENDIX V
## SALARY SCHEDULE
## 2007-2008

| STEP | |
|---|---|
| 1 | $36,958 |
| 2 | 37,508 |
| 3 | 38,058 |
| 4 | 38,608 |
| 5 | 39,158 |
| 6 | 39,708 |
| 7 | 40,258 |
| 8 | 40,808 |
| 9 | 41,358 |
| 10 | 41,983 |
| 11 | 42,608 |
| 12 | 43,233 |
| 13 | 43,858 |
| 14 | 44,483 |
| 15 | 45,483 |
| 16 | 46,483 |
| 17 | 47,483 |
| 18 | 48,483 |
| 19 | 49,483 |
| 20 | 50,833 |
| 21 | 52,183 |
| 22 | 53,533 |
| 23 | 54,883 |
| 24 | 56,233 |
| 25 | 57,733 |
| 26 | 59,233 |
| 27 | 60,733 |
| 28 | 62,233 |
| 29 | 63,733 |
| 30 | 65,733 |
| 31 | 67,733 |
| 32 | 69,733 |
| 33 | 71,733 |

$500 for Masters
$91 per credit hour

On Step Calculations
Step Salary

| | | |
|---|---|---|
| Add | Credit Hours | $91 per credit hour |
| Add | Masters | $500 |
| | FTE (multiply) | |
| | Salary | |

Off step: 4% (includes prior credit hours and masters). After 7/1/07 earned credit hours and or degrees will be paid as above.

## APPENDIX V
## SALARY SCHEDULE
## 2008-2009

| STEP | |
|---|---|
| 1 | $38,067 |
| 2 | 38,617 |
| 3 | 39,167 |
| 4 | 39,717 |
| 5 | 40,267 |
| 6 | 40,817 |
| 7 | 41,367 |
| 8 | 41,917 |
| 9 | 42,467 |
| 10 | 43,092 |
| 11 | 43,717 |
| 12 | 44.342 |
| 13 | 44,967 |
| 14 | 45,592 |
| 15 | 46,592 |
| 16 | 47,592 |
| 17 | 48,592 |
| 18 | 49,592 |
| 19 | 50,592 |
| 20 | 51,942 |
| 21 | 53,292 |
| 22 | 54,642 |
| 23 | 55,992 |
| 24 | 57,342 |
| 25 | 58,842 |
| 26 | 60,342 |
| 27 | 61,842 |
| 28 | 63,342 |
| 29 | 64,842 |
| 30 | 66,842 |
| 31 | 68,842 |
| 32 | 70,842 |
| 33 | 72,842 |

$520 for Masters
$95 per credit hour

On Step Calculations
Step Salary

| | | |
|---|---|---|
| Add | Credit Hours | $95 per credit hour |
| Add | Masters | $520 |
| | FTE (multiply) | |
| | Salary | |

Off step: 4% (includes prior credit hours and masters). After 7/1/08 earned credit hours and or degrees will be paid as above.

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